

*Sent Via Email*

February 19, 2020

Jacky Morales-Ferrand
Director of Housing
City of San Jose Department of Housing
200 East Santa Clara Street, 12th Floor
San Jose, CA 95113

Dear Ms. Morales-Ferrand,

We are in receipt of the City of San Jose's letter dated February 10, 2020 regarding Valley Palms Apartments. We appreciate the City's detailed information regarding concerns and priorities related to Valley Palms. We are hopeful that we can provide the City satisfactory information regarding KDF's plan to address these concerns and priorities. It is important to note the significance of receiving an approval of the upcoming TEFRA hearing in being able to address these priorities. As indicated in the City's letter, the TEFRA hearing approved last year expired on February 5, 2020. KDF is requesting that a second TEFRA be approved so that we can move forward with a resyndication of the property. Resyndication financing includes an allocation of tax exempt bonds and award of tax credits. This financing structure provides funding for a \$16.1M renovation of the property. The renovation will begin right after project financing closes, which is scheduled for April 13, 2020. The project was fortunate to obtain a bond allocation and tax credit award in October 2019. The State of California changed the requirements of obtaining a bond allocation at the end of 2019. The maximum bond allocation is now \$50M per project (the allocation received for Valley Palms in October was \$120M) and the property would now fall well short of the required point scoring. The Valley Palms project would not be able to obtain tax a bond allocation and 4% tax credits if we were to reapply today. Approval of TEFRA allows KDF to maintain the bond allocation and tax credit award and move forward with the proposed renovation that addresses the key priorities identified by the City and local community association.

The City identified three priorities for Valley Palms in its February 10, 2020 letter. Below is a description of how KDF is addressing these priorities:

1. Establish and implement a security plan for the site

Security at Valley Palms is a top priority for the tenants, KDF, property management and the City. Based on the feedback received at last year's TEFRA hearing and in ongoing dialogue with our property manager company VPM Management, KDF decided to significantly increase the number of armed security guards at the property. Further, KDF approved a change to the access routes into and out of the property. In addition, KDF has included two security measures to its renovation scope of work, which includes installation of security cameras and enhancing exterior lighting. Below is a description of these four security items. The items below have also been included in a revised management plan (see Attachment A).

Armed Security Guards – KDF hired the security service company Personal Protective Services in August 2019 to patrol the property with armed security guards. The security guards patrol between Valley Palms and Foxdale Village (a sister property located two miles from Valley Palms) during 8 hour shifts per day. The days and times vary depending on the needs of the two properties. There may be anywhere from 4 to 10 armed guards patrolling at one time. The number of guards may be increased or decreased due to criminal activity in the area and specific needs of the properties. Because of the close proximity of the two properties, the security guards are able to respond quickly to calls received from tenants and/or emergency situations at either property. The security company works closely with the San Jose Police Department and Police Captain, can make citizens' arrests when necessary and participates in community outreach and building trust amongst the residents.

Security Gates – The security gates have been changed to allow for one-way traffic only in and out of the property. There is one entrance gate near the center of the property near the leasing office that is used to enter the property and two exit gates on the far right and left sides of the property along Lanai Avenue to exit the property. The entry gates remain open during normal leasing office business hours. Outside of normal business hours vehicles can only access the property with the use of an electronic remote. Property management has been notified by KDF that maintenance of the gates is a high priority item and that gates need to be fixed immediately when broken. If gates are not operating correctly for an extended period of time it is because specialized parts, such as when the gate itself gets damaged, must be fabricated.

Security Cameras – As part of the planned scope of renovation, KDF will install security cameras throughout the property to cover activity in common areas, back corners of the property, carports, garbage areas, laundry rooms, entrance gate, exit gates and pedestrian gates. Cameras directed towards gates and driveways will be able to capture license plate numbers. The contractor bid and specifications for the security cameras are included as Attachment B.

Enhance Exterior Lighting – 100% of the current exterior lighting will be upgraded to new LED fixtures. The new fixtures will provide maximum output per City standards and code. The lighting scope of work includes installation of 159 carport LED canopy light fixtures, 54 medium LED flood lights, 41 small LED wall pack fixtures, 14 1000 watt fixtures, 325 hallway LED light fixtures, 240 porch and patio LED lights and 36 LED laundry room light fixtures. While the lighting plan is comprehensive, the amount of light that radiates from the property must strike an appropriate balance between public safety and excessive light output to neighbors and tenants. The lighting plan has been submitted to the City for review and approval. The contractor bid and specifications are included as Attachment C.

2. Expand existing family resources center to provide more space for services to the residents

The Family Resource Center (FRC) is located onsite and provides a space in which services are provided to the tenants of Valley Palms. The non-profit service provider Project Access has provided tenant services at Valley Palms since 2002. Project Access provides approximately 24 hours of resident services per week. In 2016 the County of San Mateo Neighborhood Safety/Services Unit (NSU) also began providing services at the FRC. NSU provides approximately 16 hours of resident services per week. In January 2019 KDF was made aware by the City of the desire to have the existing FRC building enlarged to accommodate an expanded calendar of workshops, programming, classes and events. KDF originally looked at expanding the existing space at FRC but it was determined there was insufficient

room to do so. Instead, KDF proposed to construct a second building on the property. Drawings for the building have been completed and the cost of the building (\$265,500), which is included in the resyndication renovation budget. Construction on the building is expected to begin in the second quarter of 2020 should the TEFRA be approved and resyndication financing close. The second community center is expected to be available for use from 8 am to 9 pm on weekdays and on weekends with hours being suggested by the tenant services provider. The drawings for the building are included as Attachment D.

3. Transform the existing tennis court into a turf soccer field

In January 2019 KDF was informed that the neighborhood association VP Unidos was interested in converting the tennis court at Valley Palms into a turf soccer field. The tennis court area is an underutilized space and converting it to a soccer field will have a positive impact to the community. In February 2019 KDF obtained bids from qualified contractors and selected FlexGround, which is an experienced contractor that is familiar with tennis court conversions. The estimate from FlexGround to convert the tennis court to a soccer field is \$107,633. An additional amount of \$69,367 was added to the budget to provide for demolition, lighting and fencing. The total amount of \$177,000 is included in KDF's resyndication rehab budget. Conversion of the tennis court to a soccer field is expected to begin in the second quarter of 2020 should the TEFRA hearing be approved and resyndication financing close. Attachment E includes the contractor bid, information on soccer field conversions, pictures of a comparable soccer field conversion and specifications.

In addition to the letter from the City, the neighborhood association VP Unidos also identified their top priorities for the Valley Palms Apartments community. The priorities include the following:

1. Expand existing family resource center or alternative onsite space to increase available space for community engagement and services to the residents of Valley Palms.

This priority item was also identified by the City and is addressed above in letter.

2. Transform existing tennis court into a turf soccer field.

This priority item was also identified by the City and is addressed above in letter.

3. Establish and implement an improved security plan for the complex.

This priority item was also identified by the City and is addressed above in letter.

4. Implement a shared-space agreement that allows residents and partners equal access to the onsite family resource center space, without dependence on the onsite resident services provider.

KDF Valley Palms, LP and NSU have been negotiating a Joint Use Agreement and Operational Agreement for the use of the FRC since July 2019. The agreements are intended to detail how the FRC building will be shared by Project Access and NSU. The two main issues that remain outstanding are determining when the service providers can use the building and insurance requirements/indemnity provisions. In regards to the sharing the use of the building we believe the two parties are close in their requests. In the latest draft of the agreements the differences

that remain are NSU wishes to start service programming at 4 pm on weekdays and Project Access asks that NSU start at 5 pm due to existing services programming. Similarly, NSU desires to have use of the building on the weekends. KDF Valley Palms, LP and Project Access have agreed with this except that Project Access asks that they be able to use the building one Saturday per month in order to provide existing programming. With the two parties being close on these points we are hopeful that an agreement will be reached soon regarding the shared use the building. While agreeing on how to share the FRC is important now, within a year this issue will go away once the second community center is built and both parties will have their own space to provide tenant services.

In regards to insurance and indemnity, this conversation is more nuanced and is outside the scope of this letter. The financing for this property is being provided by an institutional lender and investor, who both have comprehensive insurance requirements. We have employed an insurance consultant to see if we could meet the County's insurance requirements while also meeting lender, investor and general partner insurance requirements. We were not able to meet the County's requirements included in the last draft of agreements. KDF is currently waiting for comments from the County regarding insurance and indemnity.

5. Replace Project Access as the non-profit onsite resident services provider that ensures KDF Communities, LLC receives a tax credit for offering onsite resident services. Include community and partner voice in the selection and accountability of the new onsite resident services provider.

Project Access has been a valued resident services provider at Valley Palms since 2002. It is KDF's desire to retain them as a tenant services provider at Valley Palms. While the sharing of the community building over the last year or two has been a challenge for Project Access and NSU, this should not be an issue once the second community center is constructed. As indicated above, the construction of a second community center is included in the resyndication scope of rehab and is scheduled to begin in the second quarter of 2020. Project Access and the County will not need to share space once the building is complete.

6. Update accountability of current property management company, VPM Management Inc., after review of documented incidents between tenants and VPM Management Inc.

KDF has recently become aware that there have been concerns expressed by tenants regarding onsite management. We have spoken at length with property management about tenant concerns. VPM has indicated that tenant complaints have mostly centered on property management enforcing community rules such as not storing trash and furniture on porches and not parking in no parking areas. On the last page of the letter from VP Unidos it states "Please see attached documents submitted by tenants for more information." The letter does not include an attachment. We will follow up with VP Unidos directly in order to discuss tenant concerns. KDF is eager to facilitate an open dialogue and a good working relationship between property management and tenants for the safety and betterment of the residents at Valley Palms. We are available to discuss management practices and accountability of property management.

The attachments included with the letter from the City also included a letter from County NSU and a 2018 County Juvenile Justice Annual Report. As always, KDF feels fortunate to have the County's participation and resources available at Valley Palms. We are hopeful that an agreement can be reached soon with the County so that their programs and services can resume at our property. We look forward to being able to construct a second building at the property which will allow both the County and Project Access to have their own space and ultimately provide the tenants an even wider range of resident services.

KDF is available to discuss these items in greater detail. Please let us know if you have any additional questions or concerns.

Sincerely,



Mark Hyatt
KDF Communities LLC

Attachments

Attachment A – Revised Management Plan

Attachment B - Security Camera Scope of Work and Budget

Attachment C - Exterior Lighting Budget

Attachment D – Second Community Building Drawings

Attachment E - Soccer Field Conversion Information

Attachment A
Revised Management Plan

Management Plan for Valley Palms Apartments

Prepared By VPM Management, Inc.

February 15, 2020

Role of Sponsor

The current sponsor, KDF Valley Palms, LP, and prospective sponsor Valley Palms 2018 LP, will be responsible to review and approve the annual operating budget. They will receive and review the monthly operating statements. They will have quarterly meeting with the management company to ascertain the status of the property and make any suggestions they may have for improved operation. They will receive and review the annual audit of the financial statements.

Personnel Policy and Staffing

The on-site staff will be governed by the personnel policies established by VPM Management, Inc. All on-site employees will be employees of VPM Management, Inc.

The staff will consist of the following fulltime positions:

- On-site Resident Manager
- Assistant Manager
- Leasing Consultants (1)
- On-site Maintenance Supervisor
- Maintenance Technician /Groundskeeper (3)

Employment Policies

VPM Management, Inc. is an equal opportunity employer and adheres to all State and Federal employment laws.

Staff Training

The onsite staff receives the following training:

- 8 Hour Mold Awareness Training
- Annual Fair Housing Seminar
- Tax Credit Training
- In House Rental and Administrative Training

Employment of Residents

The Resident Manager and the Maintenance Technician will be required to live on-site. No other residents will be employed by VPM.

Fiscal Management

All rent receipts and payment of bills will be done from the corporate office of VPM Management. The books and records will be maintained on an in house computer system. The cash basis of accounting will be used during the year. At year-end, for audit purposed, the records will be converted to the accrual basis of accounting.

VPM will establish three bank accounts for Valley Palms:

General Operating Account	This account will be used to deposit all property receipts and pay all property bills.
Savings Account	At the end of each month all excess cash will be transfer to a savings account.
Security Deposit Account	All security deposits will be deposited into a separate account.

The guarantor of the bonds will establish replacement reserves. Monthly, a deposit will be sent to the guarantor in an amount established by them.

Security Deposits will be collected from each tenant in an amount not greater than one months rent. These funds will be maintained in a separate bank account as outline above. At the time a resident moves, there deposit will be returned to them in less than 21 days. Any deductions from the deposit will be accounted for and a statement of these deductions will be included with the refund of the deposit.

Security Plan

Armed Security Guards - Property Owner has hired a security service (Personal Protective Services or PPS) to patrol the property with armed security guards. The armed security guards patrol between Valley Palms and Foxdale Village (a sister property located 2 miles from Valley Palms) throughout an eight (8) hour shift per day. The days and times may vary depending upon the criminal activity in the area and the needs of the two (2) properties. Because of the close proximity of the two properties, the armed security guards are able to respond quickly to calls received from tenants and/or any emergency situation at either property. The security service works closely with the San Jose Police Department and the Police Captain, makes citizens' arrests when necessary, and participates in community outreach and building trust amongst the residents.

Security Gates – The security gates allow for one-way traffic only in and out of the property. There is one (1) entrance gate near the center of the property near the Leasing Office and two (2) exit gates on the far right and left sides of

the property along Lanai Avenue. The entry gates will remain open during Leasing Office normal business hours. Outside of normal business hours, vehicles can only access the property with the use of an electronic remote.

Security Cameras – Property Owner will install security cameras to cover activity in common areas, carports, garbage areas, laundry rooms, entrance and exit gates, and pedestrian gates. Cameras directed towards gates and driveways will be able to capture license plate numbers.

Enhance Exterior Lighting – 100% of the current exterior lighting will be upgraded to new LED fixtures. The new fixtures will provide maximum output per City standards and code.

Purchasing Procedures

The on-site staff will order all necessary work and supplies for the property. All invoices for materials or labor will be mailed to the on-site office. The on-site staff will code these bills and approve them for payment. The bills will then be forwarded to the corporate office. The Asset Manager for Valley Palms will review all bills and give a final approval for their payment. KDF will approve all purchased for individual items in excess of \$5,000.

Internally in VPM the functions of approving bills, paying bills, receiving rents, depositing rents, reconciliation of bank accounts, preparation and issuance of monthly financial statements are segregated from one another.

Annually in October VPM will a preliminary operating budget for the following calendar year. KDF and the tax credit partner will review this budget. They will approve the budget and it will become the final budget for the property.

A CPA will independently audit the annual financial statements. Subsequent to the audit the CPA will issue the final annual accounting statements. Included in these statements will be:

Income Statement
Balance Sheet
Source and Application of Funds

Withdrawals from Replacement Reserve Accounts will be done in compliance with the procedures established by the bond guarantor who is the custodian of these funds.

Reporting Requirements

The resident's rental records are maintained on-site in fireproof file cabinets. All cabinets are housed in locked rooms. The first year files will be photocopied and VPM and the tax credit investor will maintain a copy.

All accounting files are maintained in the corporate offices of VPM. Monthly VPM will issue cash basis financial statements to include:

Income Statement (Budget versus Actual)
Balance Sheet
Cash Flow Statement (Budget versus Actual)
Rent Roll
Unit Comparison Report

The on-site staff will do all annual tenant certifications. Upon new move-ins or annual recertifications Sally Hoxie will audit the files monthly and Associates a State recognized expert in tax credit compliance. All forms used by the on-site staff will be the forms approved by TCAC.

The annual compliance certification form will be prepared by VPM and executed by KDF.

Vacancy Reporting

Each week the Asset Manager will print a vacancy report for the property. The Asset Manager will walk each of the units to verify the unit is vacant and in rent ready condition.

Management Plan

This Management Plan was prepared by VPM and approved by KDF. Annually the plan will be reviewed and changed as necessary.

Insurance

The property will be insured by an AM Best A rated insurance company. The insurance will include full replacement cost, 1 years loss of rent coverage, \$100,000,000 liability coverage. Annually several qualified providers will bid the insurance and a company will be picked.

Occupancy

VPM Management, Inc. is a Fair Housing landlord and will adhere to all State and Federal Fair Housing Laws.

A marketing plan will be included with the annual budget. They plan will be reviewed each week and adjusted as necessary. Marketing may include newspaper ads, local apartment magazine ads, flyers, Internet ads and any other marketing sources that prove to be beneficial to the property. All advertising will include the Fair Housing logo.

All tenants must meet the median family income qualifications as outlined the Regulatory Agreements governing this property. The maximum family size allowed by unit type will be:

One Bedroom	3 persons	(2 adults)
Two Bedroom	5 persons	(4 adults)
Three Bedroom	7 persons	(6 adults)

All prospective residents will be subject to the following criteria:

Income Qualifications
Credit History
Criminal Background
Employment History
Prior Rental History

All prospective residents will complete a complete credit application and a credit report and criminal background check will be run. All employment will be verified through third parties by the mailing of employment verification forms. The on-site staff will contact the prior landlords.

A waiting list will be established as necessary. The list will be updated every 30 days to verify the prospective residents on the list are still interested in an apartment at Valley Palms. All vacant apartments will be offered to residents in the order they appear on the list.

Community Guidelines will be established for Valley Palms. All residents will be given a copy and they will sign that they have received and have agreed to abide by these rules. A copy of the Community Guidelines is attached.

Upon move-in the on-site staff will walk each apartment with the new residents. The staff will complete a move-in checklist at the time of this walk through. Any problems with the unit will be noted on this form. Both the on-site staff and the residents will sign the form. A copy will be given to the residents and a copy will be maintained in the residents file.

At the time the resident moves out the on-site staff will walk the apartment. They will have with them the original move-in checklist. They will note any changes in the unit condition that are beyond normal wear and tear. Pictures will be taken of any major maintenance items that were caused by the residents.

All leases will contain language consistent with the Regulatory Agreements that address annual recertification and the appropriate recertification income requirements.

Income is calculated using the approved TCAC and Bond forms.

Live-in care providers are allowed.

Rent Collection Policies and Procedures

All rent is due on the 1st day of the month. Residents have a 5-day grace period in which to pay their rent. Three-Day Notices will be issued on the 10th of each month. Upon the expiration of these notices all delinquent residents will be sent to our attorney for preparation of an Unlawful Detainer Action.

If at the time a resident moves out they have rent or damages due to the property owner in excess of their security deposit a bill will be mailed to them for payment of these charges.

Maintenance

A Preventative Maintenance Schedule will be prepared for Valley Palms.

The office will be open 5 days per week Monday through Friday 9:00 am to 5:00 pm. After hours there will be an answering service. All maintenance calls will be responded to during normal business hours. All work orders will be addressed the day the work order is received. After hours the Maintenance Technician who lives on-site will handle emergency calls.

The on-site staff will inspect all units annually. The staff will notify the residents several weeks in advance of their intent to enter the resident's home and do their annual inspection. All attempts will be made if the resident wishes to be home during this inspection. A copy of this inspection will be maintained in the residents file along with any work orders for necessary repairs found at the time of the inspection.

The following services will be done by outside contractors:

- Landscaping
- Pool Service
- Pest Control
- Guard Service
- Interior Painting
- Interior Cleaning
- Carpet Cleaning
- Carpet Replacement
- Major Plumbing
- Major Electrical
- HVAC

The on-site staff will do the day-to-day custodial work around the property. The on-site staff will do all minor appliance, plumbing, electrical and hardware repairs. The on-site staff will investigate all mold problems. If subsequent to their review they believe further action is necessary a licenses hygienist will be called define the scope of work.

Signage

All property signage will meet with the city of San Jose sign ordinances. The signs will be replaced an amended as necessary.

Affordability Restrictions

The affordability restrictions at Valley Palms are:

30% of the apartments must be rented to households that have a median family income of less than 50% of area median and at rental rates that are 30% of 50% of area median income as defined by HUD.

70% of the apartments must be rented to households that have a median family income of less than 60% of the area median and at rental rates that are 30% of 60% of area median income as defined by HUD.

Annual Site Inspection by Lender

The property lender will do an annual site inspection of Valley Palms. A representative of the lender and the Vice President in charge of maintenance will do this inspection for VPM. The on-site staff will address any corrective actions immediately.

Attachment B
Security Camera Scope of Work and Budget



Safe and Sound

SECURITY



VPM Managment Proposal
Prepared for Amanda Valderrama
By Patrick Chown

Amanda Valderrama
VPM Managment
Video Surveillance Proposal
2155 Lanai Avenue
San Jose, California, 95122

Dear Amanda Valderrama,

Safe and Sound Security is pleased to have the opportunity to provide this proposal for the VPM Managment as requested. The following proposal addresses system requirements as identified on our recent survey of the facility at 2155 Lanai Avenue.

At Safe and Sound Security, we are dedicated to providing you with an integrated security solution with high-quality equipment and exemplary service.

If you have any questions or require additional information, please feel free to contact me.

Sincerely,

Patrick Chown

Patrick Chown
Executive Account Manager
Safe and Sound Security
pchown@getsafeandsound.com
getsafeandsound.com
925-566-8611



About Safe And Sound Security

At Safe And Sound, we pride ourselves on being California's premier providers of custom security systems. More than 10,000 homeowners and businesses trust to help protect them from break-ins, theft, fire, vandalism, over the past decade. And while we specialize in security system installation, we know our business is really about people first – a priority that sets us apart from the crowd. We're committed to providing the highest-quality, custom security solutions and the best in customer service in the industry.

Our Approach

As California's leading providers of modern security solutions, our approach emphasizes creating a custom-made system tailored to every customer and project's individual needs, for a white-glove, Michelin Star-like experience.

We occupy a space in the market that doesn't get a lot of competition. As a medium-sized security company, we're able to adapt to an ever-changing technology environment that smaller mom-and-pop and larger national security companies can't stay on top of. We invest in continued training and education, so our employees can stay on the cutting edge of the security field, and we're brand-agnostic, so we can offer a customized system for each customer's needs - no matter how large or small the project.

Your Custom Security Plan

Safe and Sound Security will be installing 15 cameras throughout apartment complex. All vehicle entries will be equipped with License Plate Reader cameras. 2 cameras will be installed in each of 2 laundry rooms. 2 poles in back corners of complex will be equipped with 2 cameras each. 2 poles in playground areas will be equipped with cameras. 1 camera will be installed on front of managers office. NVR will be located in managers office. All cameras in remote locations will be using wireless nano beams to transmit camera signal to NVR. Customer to provide 110v outlets in a 8x8x8 NEMA enclosure. Safe and Sound will work with facility maintenance to determine best locations prior to

camera installation. Cameras will be configured to view locally and remotely. All masts on roofs will be non penetrating.

8 more cameras have been added to facilitate extra coverage. No site walk has been conducted to determine locations of cameras as it was requested that we include them. Arrangements will be made to determine the locations of cameras at a later date. It is assumed cameras will be installed in areas that will allow Safe and Sound Security to install 8 extra cameras within 4 days.

Description	Price	Quantity	Total
Camera			
WD Purple Surveillance 4TB Hard Drive <small>4TB Storage Hard Drive, Surveillance</small>	\$300.00	3.00	\$900.00
Safe and Sound Security Camera Extended Warranty (Monthly) <small>Warranty Coverage extending beyond standard labor warranty</small>	\$195.35	1.00	\$195.35
Camera Installation Labor <small>Labor for Camera job</small>	\$28,582.40	1.00	\$28,582.40
40ft Straight Arm Boom Lift 1 Week Rental (Camera) <small>40ft Straight Arm Boom Lift 1 Week Rental for Camera Jobs</small>	\$1,410.00	1.00	\$1,410.00
BACK UPS PRO BN 1100VA, 10 OUTL (Camera) <small>Residential to small UPS</small>	\$267.98	1.00	\$267.98
Non-Penetrating Mount 5' Mast 6 Block <small>Non-Penetrating Mount 5' Mast 6 Block</small>	\$142.40	6.00	\$854.40
24GA 4PAIR CAT5E DIRECTBURY (Camera) <small>Cable Type: Category 5e Cable Length: 1000 ft Connector on First End: Bare Wire Connector on Second End: Bare Wire Device Supported: Network Device</small>	\$232.94	5.00	\$1,164.70
24/4PAIR CAT5E CMR/PVC350Mhz (Camera) <small>Cat5e</small>	\$101.76	1.00	\$101.76
NanoBeam 5GHz (Camera) <small>Ubiquiti Gen2 AC 5GHz</small>	\$128.70	18.00	\$2,316.60
Hikvision 2mp 8-32mm LPR IP Bullet Camera <small>HD Recording: Yes Night Vision Distance: 164.04 ft Image Sensor Type: CMOS Color Supported: Color Effective Camera Resolution: 2 Megapixel Video Formats: H.264, H.264+, Motion JPEG, MPEG-4 Maximum Video Resolution: 1920 x 1080 Minimum Focal Length: 8 mm Maximum Focal Length: 32 mm Optical Zoom: 4x Connectivity Technology: Cable Remote Management: Yes Network (RJ-45): Yes Placement: Corner Mount, Pole Mount Form Factor: Bullet Height: 4.1" Width: 3.9" Depth: 12.3" Weight (Approximate): 4.57 lb</small>	\$948.99	3.00	\$2,846.97
Platinum Fixed Lens Bullet Camera 4.1MP - 4mm <small>4mm 4MP Bullet</small>	\$258.00	6.00	\$1,548.00
Platinum Turret Network IP Camera 4MP - 2.8mm <small>2.8mm 4MP Turret</small>	\$180.70	14.00	\$2,529.80
5-Port Gigabit PoE+ Switch (Camera) <small>5-Port Gigabit PoE+ Switch</small>	\$90.99	13.00	\$1,182.87
Rocket Prism AC airMAX BaseStation 5GHz Gen2 (Camera) <small>Ubiquiti Rocket 5GHz</small>	\$398.00	2.00	\$796.00
airMAX 2x2 Omni Antenna 5Ghz (Camera) <small>Ubiquiti Omni Antenna 5GHz</small>	\$218.00	2.00	\$436.00
24 LED MONITOR BNC HDMI VGA <small>24 in LED monitor</small>	\$379.98	1.00	\$379.98
HDMI 4.5ft <small>HDMI 4.5ft</small>	\$10.00	1.00	\$10.00
Platinum Enterprise Level 32 Channel 4K NVR 1.5U <small>4K 32-channel NVR</small>	\$1,398.00	1.00	\$1,398.00

Subtotal	\$46,920.81
Tax	\$1,678.23
Grand Total	\$48,599.04

SAFE AND SOUND SECURITY
2300 Clayton Road, #600
Concord, CA 94520
(888) 333-4540

STANDARD COMMERCIAL SECURITY AGREEMENT

SUBSCRIBER: VPM Managment

SITE ADDRESS: 2155 Lanai Avenue, San Jose, California, 95122

AUTHORIZED CONTACT: Amanda Valderrama

PHONE NUMBER: 4082517540

EMAIL: amanda@villageinvestments.net

1. SAFE AND SOUND SECURITY (hereinafter referred to as "SAFE AND SOUND" or "ALARM COMPANY") agrees to sell, install and program, at Subscriber's premises, and Subscriber agrees to buy, an electronic security system consisting of the equipment and services described in the attached Schedule of Equipment and Services.

2. SERVICES AND CHARGES. Below is a description of all monthly services agreed to by subscriber. All recurring charges are billed monthly. Subscriber agrees to pay SAFE AND SOUND the sums listed below per month for the term of this agreement:

Recurring Monthly Payment(s)			
Description	Price	Quantity	Total
Safe and Sound Security Camera Extended Warranty (Monthly) <small>Warranty Coverage extending beyond standard labor warranty</small>	\$195.35	1.00	\$195.35
Total			\$195.35

3. PASSCODE TO CPU SOFTWARE REMAINS PROPERTY OF SAFE AND SOUND: Provided Subscriber performs this agreement for the full term thereof, upon termination SAFE AND SOUND shall at its option provide to Subscriber the passcode to the CPU software or change the passcode to the manufacturer's default code. Software programmed by SAFE AND SOUND is the intellectual property of SAFE AND SOUND and any unauthorized use of same, including derivative works, is strictly prohibited and may violate Federal Copyright laws, Title 17 of the United States Code, and may subject violator to civil and criminal penalties. The Equipment shall remain personal property and shall not be considered a fixture, or an addition to, alteration, conversion, improvement, modernization, remodeling, repair or replacement of any part of the realty, and Subscriber shall not permit the attachment thereto of any apparatus not furnished by SAFE AND SOUND.

4. TERM OF AGREEMENT: The term of this agreement shall be for a period of 60 months and shall automatically renew month to month thereafter under the same terms and conditions, unless either party gives written notice to the other by certified mail, return receipt requested, of their intention not to renew the agreement at least 30 days prior to the expiration of any term. After the expiration of one year from the date hereof SAFE AND SOUND shall be permitted from time to time to increase the monitoring charge by an amount not to exceed nine percent each year and Subscriber agrees to pay such increase. SAFE AND SOUND may invoice Subscriber in advance monthly, quarterly, or annually at SAFE AND SOUND's option.

5. CENTRAL OFFICE MONITORING SERVICES: Upon receipt of a signal from Subscriber's alarm system, SAFE AND

SOUND or its designee central office shall make every reasonable effort to notify Subscriber and the appropriate municipal police or fire department depending upon the type of signal received. Not all signals will require notification to the authorities and subscriber may obtain a written response policy from SAFE AND SOUND. No response shall be required for supervisory, loss of communication pathway, trouble or low battery signals. Subscriber acknowledges that signals transmitted from Subscriber's premises directly to municipal police or fire departments are not monitored by personnel of SAFE AND SOUND or SAFE AND SOUND's designee central office and SAFE AND SOUND does not assume any responsibility for the manner in which such signals are monitored or the response, if any, to such signals. Subscriber acknowledges that signals which are transmitted over telephone lines, wire, air waves, internet, VOIP, radio or cellular, or other modes of communication pass through communication networks wholly beyond the control of SAFE AND SOUND and are not maintained by SAFE AND SOUND except SAFE AND SOUND may own the radio network, and SAFE AND SOUND shall not be responsible for any failure which prevents transmission signals from reaching the central office monitoring center or damages arising therefrom, or for data corruption, theft or viruses to Subscriber's computers if connected to the alarm communication equipment. Subscriber agrees to furnish SAFE AND SOUND with a written Call List of names and telephone numbers of those persons Subscriber wishes to receive notification of alarm signals. Unless otherwise provided in the Call List SAFE AND SOUND will make a reasonable effort to contact the first person reached or notified on the list either via telephone call, text or email message. No more than one call to the list shall be required and any form of notification provided for herein, including leaving a message on an answering machine, shall be deemed reasonable compliance with SAFE AND SOUND's notification obligation. All changes and revisions shall be supplied to SAFE AND SOUND in writing. Subscriber authorizes SAFE AND SOUND to access the control panel to input or delete data and programming. If the equipment contains video or listening devices permitting central office to monitor video or sound then upon receipt of an alarm signal central office shall monitor video or sound for so long as central office in its sole discretion deems appropriate to confirm an alarm condition. If Subscriber requests SAFE AND SOUND to remotely activate or deactivate the system, change combinations, openings or closings, or re-program system functions, Subscriber shall pay SAFE AND SOUND \$125.00 for each such service. SAFE AND SOUND may, without prior notice, suspend or terminate its services, in central office's sole discretion, in event of Subscriber's default in performance of this agreement or in event central office facility or communication network is nonoperational or Subscriber's alarm system is sending excessive false alarms. Central office is authorized to record and maintain audio and video transmissions, data and communications, and shall be the exclusive owner of such property. All Subscriber information and data shall be maintained confidentially by SAFE AND SOUND.

6. SERVICE: Service includes all parts and labor, and SAFE AND SOUND shall service upon Subscriber's request the security system installed in Subscriber's premises between the hours of 9 a.m. and 5 p.m. Monday through Friday, within reasonable time after receiving notice from Subscriber that service is required, exclusive of Saturdays, Sundays and legal holidays. All repairs, replacement or alteration to the security system made by reason of alteration to Subscriber's premises, or caused by unauthorized intrusion, lightning or electrical surge, or caused by any means other than normal usage, wear and tear, shall be made at the cost of the Subscriber. Batteries, electrical surges, lightning damage, software upgrades and repairs, communication devices no longer supported by communication pathways, obsolete components and components exceeding manufacturer's useful life are not included in service and will be repaired or replaced at Subscriber's expense payable at time of service. No apparatus or device shall be attached to or connect with the security system as originally installed without SAFE AND SOUND's written consent.

7. SUBSCRIBER REMOTE ACCESS: If Remote Access is included in the Schedule of Equipment and Services to be installed and services provided by SAFE AND SOUND, the equipment will transmit data via Subscriber's high speed Internet, cellular or radio communication service from remote pendant supplied by SAFE AND SOUND or Subscriber's Internet or wireless connection device which is compatible with SAFE AND SOUND's remote services. SAFE AND SOUND will grant access to server permitting Subscriber to monitor the security system, access the system to arm, disarm and bypass zones on the system, view the remote video camera(s) and control other remote automation devices that may be installed. The remote services server is provided either by SAFE AND SOUND or a third party. SAFE AND SOUND shall install the camera(s) in a permissible legal location in Subscriber's premises to permit Subscriber viewing. SAFE AND SOUND shall have no responsibility for failure of data transmission, corruption or unauthorized access and shall not monitor or view the camera data. Electronic data may not be encrypted and wireless components of the alarm system may not meet Advanced Encryption Standard specifications for encryption of electronic data established by the US National Institute of Standards and Technology and SAFE AND SOUND shall have no liability for access to the alarm system by others.

8. WIRELESS AND INTERNET ACCESS CAPABILITIES: Subscriber is responsible for supplying high speed Internet access and or wireless services at Subscriber's premises. SAFE AND SOUND does not provide Internet service, maintain Internet connection, wireless access or communication pathways, computer, smart phone, electric current connection or supply, or in all cases the remote video server. In consideration of Subscriber making its monthly payments for remote access to the system SAFE AND SOUND will authorize Subscriber access. SAFE AND SOUND is not responsible for Subscriber's access to the Internet or any interruption of service or down time of remote access caused by loss of Internet service, radio or cellular or any other mode of communication used by Subscriber to access the system. Subscriber acknowledges that Subscriber's security system can be compromised if the codes or devices used for access are lost or accessed by others and SAFE AND SOUND shall have no liability for such third party unauthorized access. SAFE AND SOUND is not responsible for the security or privacy of any wireless network system or router. Wireless systems can be accessed by others, and it is the Subscriber's responsibility to secure access to the system with pass codes and lock out codes. SAFE AND SOUND is not responsible for access to wireless

networks or devices that may not be supported by communication carriers and upgrades to subscriber's system will be at subscriber's expense.

9. ACCESS CONTROL SYSTEM OPERATION AND LIMITATIONS: If selected as a service to be provided and included in the Schedule of Equipment and Services, Access Control equipment shall be connected to a computer supplied by the Subscriber and connected to Subscriber's computer network. If data storage or backup is selected service SAFE AND SOUND or its designee shall store and /or backup data received from Subscriber's system for a period of one year. SAFE AND SOUND shall have no liability for data corruption or inability to retrieve data even if caused by SAFE AND SOUND's negligence. Subscriber's data shall be maintained confidential and shall be retrieved and released only to Subscriber or upon Subscriber's authorization or by legal process. Internet access is not provided by SAFE AND SOUND and SAFE AND SOUND has no responsibility for such access or IP address service. SAFE AND SOUND shall have no liability for unauthorized access to the system through the Internet or other communication networks or data corruption or loss for any reason whatsoever.

10. (a) ACCESS CONTROL ADMINISTRATION: If selected as a service to be provided SAFE AND SOUND will maintain the data base for the operation of the Access Control System. Subscriber will advise SAFE AND SOUND of all change in personnel and or changes access levels of authorization and restrictions, providing Access card serial numbers or biometric data and such information that Subscriber deems necessary to identify personnel. All communication by Subscriber to SAFE AND SOUND regarding personnel access must be in writing via email or fax to addresses designated by SAFE AND SOUND. SAFE AND SOUND shall have remote Internet access to the Subscriber's designated access control computer to program and make data base updates to the system. Subscriber is responsible for maintaining its computer and computer network and Internet access

(b) VIDEO SYSTEM OPERATION AND LIMITATIONS: If selected as a service to be provided and included in the Schedule of Equipment and Services, Video equipment is attached to a digital recorder computer and Subscriber shall not use the computer for any other purpose. Subscriber shall be permitted to access and make changes to the system's operation on site and over the internet. If data storage is selected service, SAFE AND SOUND shall store data received from Subscriber's system for one year. SAFE AND SOUND shall have no liability for data corruption or inability to retrieve data even if caused by SAFE AND SOUND's negligence. Subscriber's data shall be maintained confidential and shall be retrieved and released only to Subscriber or upon Subscriber's authorization or by legal process. Telephone or internet access is not provided by SAFE AND SOUND and SAFE AND SOUND has no responsibility for such access or IP address service. If system has remote access SAFE AND SOUND is not responsible for the security or privacy of any wireless network system or router, and it is the Subscriber's responsibility to secure access to the system with pass codes and lock outs. SAFE AND SOUND shall have no liability for unauthorized access to the system through the internet or other communication networks or data corruption or loss for any reason whatsoever.

11. STREAMING VIDEO DATA / CCTV / EXCESSIVE DATA USAGE: If selected as a service to be provided and included in the Schedule of Equipment, upon receipt of a video signal the video system is designed to activate in the central station and record video data reception, upon which, SAFE AND SOUND or its designee central office, shall make every reasonable effort to notify Subscriber by email, text, or voice message and the appropriate municipal police or fire department. Subscriber acknowledges that signals transmitted from Subscriber's premises directly to municipal police or fire departments or Subscriber's internal security stations are not monitored by personnel of SAFE AND SOUND or SAFE AND SOUND's designee central office and SAFE AND SOUND does not assume any responsibility for the manner in which such signals are monitored or the response, if any, to such signals. Subscriber acknowledges that signals which are transmitted through the internet, over telephone lines, wire, air waves, cellular, radio, internet, VOIP, or other modes of communication pass through communication networks wholly beyond the control of SAFE AND SOUND and are not maintained by SAFE AND SOUND, except SAFE AND SOUND may own the radio network, and SAFE AND SOUND shall not be responsible for any failure which prevents transmission signals from reaching the central office monitoring center or damages arising therefrom, or for data corruption, theft or viruses to Subscriber's computers if connected to the alarm communication equipment. Subscriber agrees to furnish SAFE AND SOUND with a written list of names and telephone numbers of those persons Subscriber wishes to receive notification of signals. All changes and revisions shall be supplied to SAFE AND SOUND in writing. Subscriber authorizes SAFE AND SOUND to access the supervisory panel to input or delete data and programming. If Subscriber requests SAFE AND SOUND to remotely activate or deactivate the system, change combinations, openings or closings, or re-program system functions, Subscriber shall pay SAFE AND SOUND \$75.00 for each such service. SAFE AND SOUND may, without prior notice, suspend or terminate its services, in central station's sole discretion, in event of Subscriber's default in performance of this agreement or in event central station facility or communication network is nonoperational or Subscriber's alarm system is sending excessive false alarms. Central station is authorized to record and maintain audio and video transmissions, data and communications, and shall be the exclusive owner of such property. SAFE AND SOUND shall have no liability for excessive data usage expense incurred by Subscriber attributable to the equipment or services provided herein. All Subscriber information and data shall be maintained confidentially by SAFE AND SOUND.

12. GUARD RESPONSE: If guard response is specified as a service to be provided, upon receipt of an alarm signal, SAFE AND SOUND or its subcontractor shall as soon as may be practical send one or more of its guards to the Subscriber's premises. Unless guard determines that the alarm is a false alarm and that no situation requiring police or fire department services exist,

the guard shall notify the central station or police or fire department directly that an emergency situation exists and wait up to 15 minutes for the municipal police or fire department personnel or Subscriber to arrive at the premises and if permitted by the police shall assist in making a search of the premises to determine the cause of the alarm condition. If provided with keys to the premises the guard shall endeavor to secure the premises and repair the security equipment. However, Subscriber acknowledges that the guard is not required to enter the premises or to render any service to the security equipment and shall not be required to remain stationed at Subscriber's premises for more than 15 minutes after initial arrival. Subscriber authorizes the guard to take such action the guard deems necessary to secure the premises and reset the alarm, though Subscriber acknowledges that the guard may not be able to or may not have sufficient time to secure the premises or reset the alarm and put same in working order. If Subscriber requests SAFE AND SOUND to station its guard at the premises for more than 30 minutes, and SAFE AND SOUND has sufficient personnel to provide such service, and SAFE AND SOUND makes no such representation that its personnel will be available, then Subscriber agrees to pay SAFE AND SOUND \$65.00 per half hour plus tax for such service.

Subscriber agrees to confirm the request to SAFE AND SOUND to provide extended guard service by email, text or recorded conversation to SAFE AND SOUND at the time request is made and SAFE AND SOUND is authorized to ignore any request not confirmed within 15 minutes.

LIMITED WARRANTY ON SALE

13. In the event that any part of the security system becomes defective, or in the event that any repairs are required, SAFE AND SOUND agrees to make all repairs and replacement of parts without costs to the Subscriber for a period of ninety (90) days from the date of installation. SAFE AND SOUND reserves the option to either replace or repair the alarm equipment, and reserves the right to substitute materials of equal quality at time of replacement, or to use reconditioned parts in fulfillment of this warranty. This warranty does not include batteries, electrical surges, lightning damage, software upgrades and repairs, communication devices that are no longer supported by communication pathways, obsolete components and components exceeding manufacturer's useful life. SAFE AND SOUND is not the manufacturer of the equipment and other than SAFE AND SOUND's limited warranty Subscriber agrees to look exclusively to the manufacturer of the equipment for repairs under its warranty coverage if any. Except as set forth in this agreement, SAFE AND SOUND makes no express warranties as to any matter whatsoever, including, without limitation, the condition of the equipment, its merchantability, or its fitness for any particular purpose. SAFE AND SOUND does not represent nor warrant that the security system may not be compromised or circumvented, or that the system will prevent any loss by burglary, hold-up, or otherwise; or that the system will in all cases provide the protection for which it is installed. SAFE AND SOUND expressly disclaims any implied warranties, including implied warranties of merchantability or fitness for a particular purpose. The warranty does not cover any damage to material or equipment caused by accident, misuse, attempted or unauthorized repair service, modification, or improper installation by anyone other than SAFE AND SOUND. SAFE AND SOUND shall not be liable for consequential damages. Subscriber acknowledges that any affirmation of fact or promise made by SAFE AND SOUND shall not be deemed to create an express warranty unless included in this agreement in writing; that Subscriber is not relying on SAFE AND SOUND's skill or judgment in selecting or furnishing a system suitable for any particular purpose and that there are no warranties which extend beyond those on the face of this agreement, and that SAFE AND SOUND has offered additional and more sophisticated equipment for an additional charge which Subscriber has declined. Subscriber's exclusive remedy for SAFE AND SOUND's breach of this agreement or negligence to any degree under this agreement is to require SAFE AND SOUND to repair or replace, at SAFE AND SOUND's option, any equipment which is non-operational. This Limited Warranty is independent of and in addition to service contracted under paragraph 2 of this agreement. This Limited Warranty gives you specific legal rights and you may also have other rights which vary from state to state. If required by law, SAFE AND SOUND will procure all permits required by local law and will provide certificate of workman's compensation prior to starting work.

GENERAL PROVISIONS

14. DELAY IN DELIVERY / INSTALLATION / RISK OF LOSS OF MATERIAL: SAFE AND SOUND shall not be liable for any damage or loss sustained by Subscriber as a result of delay in delivery and/or installation of equipment, equipment failure, or for interruption of service due to electric failure, strikes, walk-outs, war, acts of God, or other causes, including SAFE AND SOUND's negligence or failure to perform any obligation. The estimated date work is to be substantially completed is not a definite completion date and time is not of the essence. In the event the work is delayed through no fault of SAFE AND SOUND, SAFE AND SOUND shall have such additional time for performance as may be reasonably necessary under the circumstances. Subscriber agrees to pay SAFE AND SOUND the sum of \$1,000 per day for each business day the work is re-scheduled or delayed by Subscriber or others engaged by Subscriber through no fault of SAFE AND SOUND on less than 24 hour notice to SAFE AND SOUND. If installation is delayed for more than one year from date hereof by Subscriber or other contractors engaged by Subscriber and through no fault of SAFE AND SOUND, Subscriber agrees to pay an additional 5% of the contract Purchase Price upon installation. Subscriber assumes all risk of loss of material once delivered to the job site.

15. TESTING OF SECURITY SYSTEM: Security System, once installed, is in the exclusive possession and control of the Subscriber, and it is Subscriber's sole responsibility to test the operation of the Security System and to notify SAFE AND SOUND if it is in need of repair. Service if provided is pursuant to paragraph 2.

16. CARE AND SERVICE OF SECURITY SYSTEM: Subscriber agrees not to tamper with, remove or otherwise interfere with the Security System which shall remain in the same location as installed. All repairs, replacement or alteration to the security system made by reason of alteration to Subscriber's premises, or caused by unauthorized intrusion, lightning or electrical surge,

or caused by any means other than normal usage, wear and tear, shall be made at the cost of the Subscriber. Batteries, electrical surges, lightning damage, software upgrades and repairs, communication devices that are no longer supported by communication pathways, obsolete components and components exceeding manufacturer's useful life, are not included in warranty or service under paragraph 2 and will be repaired or replaced at Subscriber's expense. No apparatus or device shall be attached to or connect with the security system as originally installed without SAFE AND SOUND's written consent.

17. ALTERATION OF PREMISES FOR INSTALLATION: SAFE AND SOUND is authorized to make preparations such as drilling holes, driving nails, making attachments or doing any other thing necessary in SAFE AND SOUND's sole discretion for the installation and service of the security system, and SAFE AND SOUND shall not be responsible for any condition created thereby as a result of such installation, service, or removal of the security system, and Subscriber represents that the owner of the premises, if other than Subscriber, authorizes the installation of the security system under the terms of this agreement.

18. SUBSCRIBER'S DUTY TO SUPPLY ELECTRIC AND TELEPHONE SERVICE: Subscriber agrees to furnish, at Subscriber's expense, all 110 Volt AC power, electrical outlet, ARC Type circuit breaker and dedicated receptacle, Internet connection, high speed broadband cable or DSL and IP Address, telephone hook-ups, RJ31x Block or equivalent, as deemed necessary by SAFE AND SOUND.

19. LIEN LAW: SAFE AND SOUND or any subcontractor engaged by SAFE AND SOUND to perform the work or furnish material who is not paid may have a claim against purchaser or the owner of the premises if other than the purchaser which may be enforced against the property in accordance with the applicable lien laws.

20. INDEMNITY / WAIVER OF SUBROGATION RIGHTS / ASSIGNMENTS: Subscriber agrees to indemnify and hold harmless SAFE AND SOUND, its employees, agents and subcontractors, from and against all claims, lawsuits, including those brought by third-parties or by Subscriber, including reasonable attorneys' fees and losses, asserted against and alleged to be caused by SAFE AND SOUND's performance, negligence or failure to perform any obligation under this agreement. Parties agree that there are no third party beneficiaries of this agreement. Subscriber on its behalf and any insurance carrier waives any right of subrogation Subscriber's insurance carrier may otherwise have against SAFE AND SOUND or SAFE AND SOUND's subcontractors arising out of this agreement or the relation of the parties hereto. Subscriber shall not be permitted to assign this agreement without written consent of SAFE AND SOUND. SAFE AND SOUND shall have the right to assign this agreement and shall be relieved of any obligations herein upon such assignment.

21. EXCULPATORY CLAUSE: SAFE AND SOUND and Subscriber agree that SAFE AND SOUND is not an insurer and no insurance coverage is offered herein. The security equipment and SAFE AND SOUND's services are designed to reduce certain risks of loss, though SAFE AND SOUND does not guarantee that no loss will occur. SAFE AND SOUND is not assuming liability, and, therefore, shall not be liable to Subscriber for any loss, data corruption or inability to retrieve data, personal injury or property damage sustained by Subscriber as a result of intrusion, burglary, theft, hold-up, fire, equipment failure, smoke, or any other cause whatsoever, regardless of whether or not such loss or damage was caused by or contributed to by SAFE AND SOUND's negligent performance to any degree in furtherance of this agreement, any extra contractual or legal duty, strict products liability, or negligent failure to perform any obligation pursuant to this agreement or any other legal duty. In the event of any loss or injury to any person or property, Subscriber agrees to look exclusively to Subscriber's insurer to recover damages. Subscriber releases SAFE AND SOUND from any claims for contribution, indemnity or subrogation.

22. INSURANCE: The Subscriber shall maintain a policy of public liability, property damage, burglary and theft insurance under which SAFE AND SOUND is named as additional insured. SAFE AND SOUND shall not be responsible for any portion of any loss or damage which is recovered or recoverable by the Subscriber from insurance covering such loss or damage or for such loss or damage against which the Subscriber is indemnified or insured. In the event of any loss or injury to any person or property, Subscriber agrees to look exclusively to Subscriber's insurer to recover damages. Subscriber shall obtain insurance to cover any loss the security services are intended to detect to one hundred percent of the insurable value, and Subscriber and all those claiming rights under Subscriber waive all rights against SAFE AND SOUND and its subcontractors for loss or damages caused by burglary, theft, water, smoke, fire or other perils intended to be detected by the security services or covered by insurance to be obtained by Subscriber, except such rights as they may have to the proceeds of insurance.

23. LIMITATION OF LIABILITY: Subscriber agrees that should there arise any liability on the part of SAFE AND SOUND as a result of SAFE AND SOUND's negligent performance to any degree or negligent failure to perform any of SAFE AND SOUND's obligations pursuant to this agreement or any other legal duty, equipment failure, or strict products liability, that SAFE AND SOUND's liability shall be limited to the sum of \$250.00 or 5% of the sales price or 6 times the aggregate of monthly payments for services being provided at time of loss, whichever is greater. If Subscriber wishes to increase SAFE AND SOUND's amount of limitation of liability, Subscriber may, as a matter of right, at any time, by entering into a supplemental agreement, obtain a higher limit by paying an annual payment consonant with SAFE AND SOUND's increased liability. This shall not be construed as insurance coverage.

24. LEGAL ACTION: The parties agree that due to the nature of the services to be provided by SAFE AND SOUND, the monthly or other periodic payments to be made by the Subscriber for the term of this agreement form an integral part of SAFE AND SOUND's anticipated profits; that in the event of Subscriber's default it would be difficult if not impossible to fix SAFE AND

SOUND's actual damages. Therefore, in the event Subscriber defaults in the payment or any charges to be paid to SAFE AND SOUND, the balance of all payments for the entire term herein shall immediately become due and payable, and Subscriber shall be liable for 80% thereof as liquidated damages and SAFE AND SOUND shall be permitted to terminate all its services, including but not limited to terminating monitoring service, under this agreement and to remotely re-program or delete any programming without relieving Subscriber of any obligation herein.

If SAFE AND SOUND prevails in any litigation or arbitration between the parties, Subscriber shall pay SAFE AND SOUND's legal fees. In any action commenced by SAFE AND SOUND against Subscriber, Subscriber shall not be permitted to interpose any counterclaim. The parties agree that they may bring claims against the other only in their individual capacity and not as a class action plaintiff or class action member in any purported class or representative proceeding. Subject to Subscriber's right to bring any claim against SAFE AND SOUND for up to \$1,000 in small claims court having jurisdiction, any dispute between the parties or arising out of this agreement, including issues of arbitrability, shall, at the option of any party, be determined by arbitration before a single arbitrator administered by Arbitration Services Inc., under its Arbitration Rules

www.ArbitrationServicesInc.com, except that no punitive damages may be awarded. Service of process or papers in any legal proceeding or arbitration between the parties may be made by First-Class Mail delivered by the U.S. Postal Service addressed to the party's address in this agreement or another address provided by the party in writing to the party making service. Subscriber submits to the jurisdiction and laws of California and agrees that any litigation or arbitration between the parties must be commenced and maintained in the county where SAFE AND SOUND's principal place of business is located. The parties waive trial by jury in any action between them unless prohibited by law. Any action by Subscriber against SAFE AND SOUND must be commenced within one year of the accrual of the cause of action or shall be barred. All actions or proceedings against SAFE AND SOUND must be based on the provisions of this agreement. Any other action that Subscriber may have or bring against SAFE AND SOUND in respect to other services rendered in connection with this agreement shall be deemed to have merged in and be restricted to the terms and conditions of this agreement, and this consent to arbitrate shall survive the termination of this agreement.

25. **SAFE AND SOUND'S RIGHT TO SUBCONTRACT SPECIAL SERVICES:** Subscriber agrees that SAFE AND SOUND is authorized and permitted to subcontract any services to be provided by SAFE AND SOUND to third parties who may be independent of SAFE AND SOUND, and that SAFE AND SOUND shall not be liable for any loss or damage sustained by Subscriber by reason of fire, theft, burglary or any other cause whatsoever caused by the negligence of third parties. Subscriber appoints SAFE AND SOUND to act as Subscriber's agent with respect to such third parties, except that SAFE AND SOUND shall not obligate Subscriber to make any payments to such third parties. Subscriber acknowledges that this agreement, and particularly those paragraphs relating to SAFE AND SOUND's disclaimer of warranties, exemption from liability, even for its negligence, limitation of liability and indemnification, inure to the benefit of and are applicable to any assignees, subcontractors, manufacturers, vendors and central offices of SAFE AND SOUND.

26. **NON-SOLICITATION:** Subscriber agrees that it will not solicit for employment for itself, or any other entity, or employ, in any capacity, any employee of SAFE AND SOUND assigned by SAFE AND SOUND to perform any service for or on behalf of Subscriber for a period of two years after SAFE AND SOUND has completed providing service to Subscriber. In the event of Subscriber's violation of this provision, in addition to injunctive relief, SAFE AND SOUND shall recover from Subscriber an amount equal to such employee's salary based upon the average three months preceding employee's termination of employment with SAFE AND SOUND, times twelve, together with SAFE AND SOUND's counsel and expert witness fees.

27. **NON-DISPARAGEMENT:** Neither party to this agreement shall publish or communicate on any written or electronic forum or social media any disparaging comment, negative review, recommendation, evaluation, or report of the other unless required by law. Because a violation of this provision would result in damages that may be difficult to prove, the parties agree that a party violating this provision shall be liable for damages in the amount of \$10,000.00 as and for liquidated damages and not as a penalty, and no actual damages need to be proved. Additionally, a party to this agreement required to commence any lawsuit or arbitration to enforce this provision shall be entitled to injunctive relief and its legal fees.

28. **FALSE ALARMS / PERMIT FEES:** Subscriber is responsible for all alarm permits and fees, agrees to file for and maintain any permits required by applicable law and indemnify or reimburse SAFE AND SOUND for any fines relating to permits or false alarms. SAFE AND SOUND shall have no liability for permit fees, false alarms, false alarm fines, police or fire response, any damage to personal or real property or personal injury caused by police or fire department response to alarm, whether false alarm or otherwise, or the refusal of the police or fire department to respond. In the event of termination of police or fire response by the municipal police or fire department this agreement shall nevertheless remain in full force and Subscriber shall remain liable for all payments provided for herein. Should SAFE AND SOUND be required by existing or hereafter enacted law to perform any service or furnish any material not specifically covered by the terms of this agreement Subscriber agrees to pay SAFE AND SOUND for such service or material.

29. **SECURITY INTEREST / COLLATERAL:** To secure Subscriber's obligations under this agreement Subscriber grants SAFE AND SOUND a security interest in the security equipment installed by SAFE AND SOUND and SAFE AND SOUND is authorized to file a financing statement.

30. **CREDIT INVESTIGATION:** Subscriber and any guarantor authorize SAFE AND SOUND to conduct credit investigations from time to time to determine Subscriber's and guarantor's credit worthiness.

31. FULL AGREEMENT / SEVERABILITY: This agreement along with the Schedule of Equipment and Services constitutes the full understanding of the parties and may not be amended, modified or canceled, except in writing signed by both parties, except SAFE AND SOUND's requirements regarding items of protection provided for in this agreement imposed by Authority Having Jurisdiction. Subscriber acknowledges and represents that Subscriber has not relied on any representation, assertion, guarantee, warranty, collateral agreement or other assurance, except those set forth in this Agreement. Subscriber hereby waives all rights and remedies, at law or in equity, arising, or which may arise, as the result of Subscriber's reliance on such representation, assertion, guarantee, warranty, collateral agreement or other assurance. To the extent this agreement is inconsistent with any other document, agreement, purchase order or understanding between the parties, the terms of this agreement shall govern. Should any provision of this agreement be deemed void, the remaining parts shall not be effected.

PROPOSITION 65 WARNING: Equipment and packaging may contain components containing chemicals known to The State of California to cause cancer, birth defects or other reproductive harm.

Payment Schedule For Project Grand Total:

Deposit (Due On Day of Signing): \$24,299.52

Phase Payment #1: \$0.00

Phase Payment #2: \$0.00

Final Payment (Due Upon Completion): \$24,299.52

MAINTENANCE AGREEMENT TERMS AND CONDITIONS

CAMERA MAINTENANCE AGREEMENT INCLUDES:

- 1 Service Call per year to clean all camera lenses of company purchased equipment.
- 1 Phone Service per Month to Assist with Pulling Camera Footage.
- 2 1-Hour Phone Services per Month to assist with questions, troubleshooting, and additional training.
- 1 On-Site Service call per month for any adjustments or troubleshooting.

ACCESS CONTROL MAINTENANCE AGREEMENT INCLUDES:

- 2 1-Hour Phone Services per Month to assist with questions, troubleshooting, and additional training.
- 1 On-Site Service call per month for any adjustments or troubleshooting.

INTERCOM MAINTENANCE AGREEMENT INCLUDES:

- 1 1-Hour Phone Services per Month to assist with questions, troubleshooting, and additional training.
- 1 On-Site Service call per month for any adjustments or troubleshooting.

BURGLARY ALARM SYSTEM MAINTENANCE AGREEMENT INCLUDES:

- 1 Service Call per year to test Safe and Sound Security installed equipment.
- 1 Phone Service per Month to test alarm system connection to Central Monitoring Station.

WHAT IS COVERED FOR ALL MAINTENANCE AGREEMENTS: Replacement of equipment ahead of RMA process through manufacturer warranty to allow for minimal downtime instead of waiting the 6-8 week turnaround time from manufacturer's warranty policy.

Maintenance Agreement also covers the labor for replacement of company purchased wires and equipment.

Customer is to call Safe and Sound Security at 925-566-8611 to schedule any service requests, including any annual services or tech support included under this agreement. If customer requests repair service, the company or its contractor may agree to provide such repair service during its regular business hours of 8:00am to 5:00pm Monday through Friday (excluding holidays) as long as customer is current on all payments.

WHAT IS NOT COVERED: The coverage purchased does not cover the costs of any rental equipment of lifts that may be needed in order for Safe and Sound Security to perform the work under this agreement.

TERM OF CONTRACT: This agreement shall continue for the initial term of 60 months unless earlier terminated pursuant to the provision hereof, and shall thereafter automatically renew on an annual basis unless cancelled by either party at least 30 days before the end of the then-current term. Customer agrees to pay the total monthly fee stated.

CONTRACT TRANSFER: You can assign your agreement to another person by contacting SAFE AND SOUND SECURITY. SAFE AND SOUND SECURITY shall have the right to transfer or assign this agreement and shall be relieved on any obligations herein upon such assignment.

CANCELLATION: You may cancel this agreement via email at info@getsafeandsound.com or by calling 925-566-8611. The effective date of cancellation is the date that Safe and Sound Security receives your request for cancellation. Both parties maintain the right to cancel this agreement at any time in the event of fraud or material misrepresentation by you. If Safe and Sound cancels this agreement, you will be provided with a written notice at least 30 days prior to the cancellation at your last known address, with the effective date for the cancellation and the reason for cancellation. Customer agrees that the charges due under this agreement are based on Customer's agreement to receive and pay for the services during the initial term and any renewal term and that the company has relied upon this agreement and has incurred costs in deciding to enter into this agreement. If customer breaches this agreement during the initial term or renewal term, customer will also pay an amount equal to 100% of the remaining payments owed during the initial term or any renewal term and any related levies, court costs, collection costs, and attorney fees. This termination charge is not a penalty; it is a charge to compensate company for customer's failure to maintain services for the initial term or renewal term. All amounts are due immediately without presentment, demand, protest or further notice, all of which customer expressly waives.

EXCLUSION: Company is not responsible for damage caused by abuse, misuse, tampering, construction, vandalism, thefts, the acts of God, or any other cause other than normal wear and tear. Unused services for any given month do not roll over into the following month.

NOTICE: This agreement shall be null and void and Safe and Sound Security shall not be liable for any damages or expenses, if the customer does not first grant Safe and Sound Security access to the premises and the opportunity of Safe and Sound to inspect, correct, or replace alleged defective items, before owner incurs expenses or has work done by a replacement contractor.

Attachment C
Exterior Lighting Budget

Diamond Electric, Inc.

INDUSTRIAL & COMMERCIAL

December 21, 2018

VPM Management, Inc.
2400 Main St.
Irvine, CA 92614

Attn: Mark Ellis
Vice President

Property: Valley Palms Apartments
2155 Lanai Ave., San Jose, CA 95122

Diamond Electric Inc., is pleased to submit the following proposal:

Exterior Lighting:

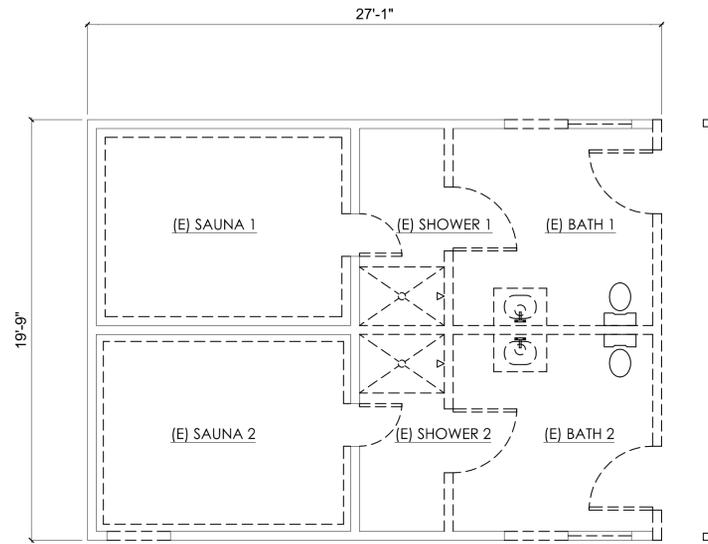
- Install (159) Carport LED canopy light fixtures \$38,955.00
- Install (54) medium LED flood lights \$15,390.00
- Install (41) small LED wall pack fixtures \$10,045.00
- Replace (14) 1000watt MH fixtures with equal LED fixtures \$14,840.00
- Install (325) hallway LED light fixtures \$79,625.00
- Install (240) porch & patio LED light fixtures \$44,400.00
- Install (36) laundry room surface mount LED light fixtures \$ 6,780.00

TOTAL PRICE: price to perform above scope of work: \$210,035.00
(TWO HUNDRED TEN THOUSAND THIRTY-FIVE DOLLARS)

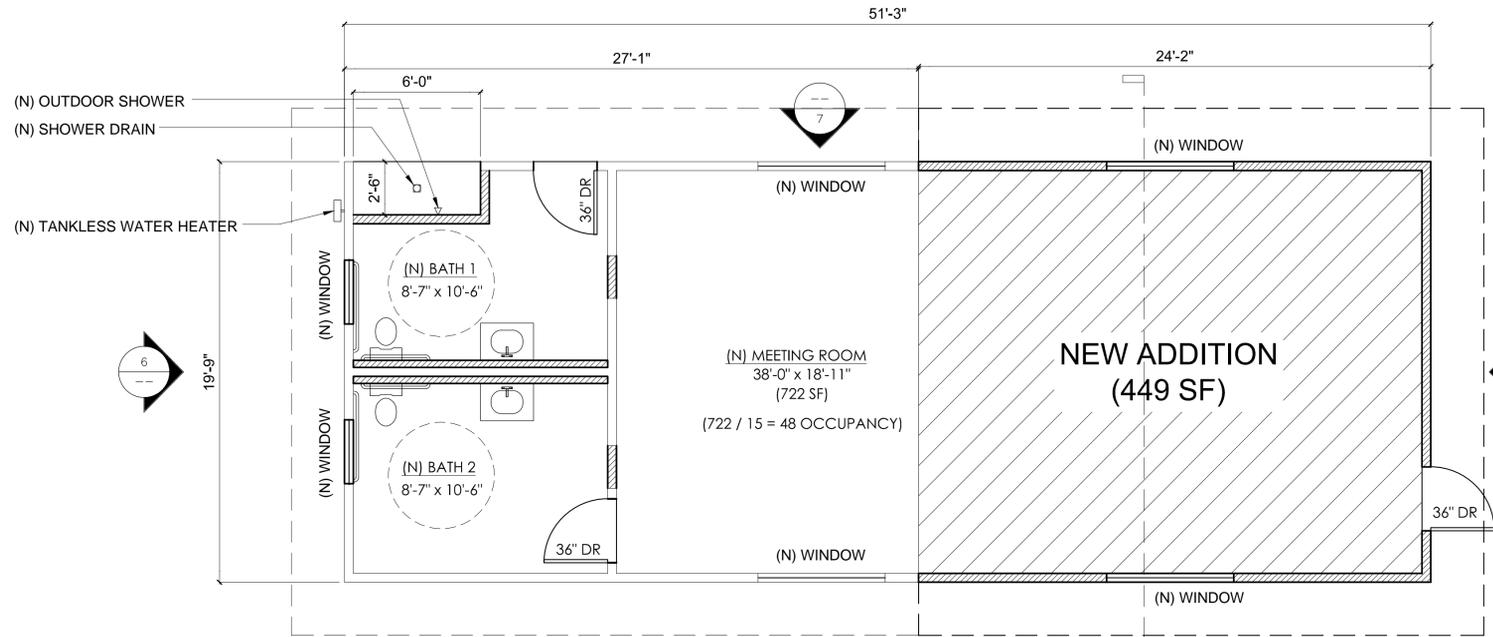
If you have any questions regarding this proposal, please feel free to call the office at any time. (909) 628-2599

Thank you,
Respectfully
Greta Douma
Diamond Electric, Inc.

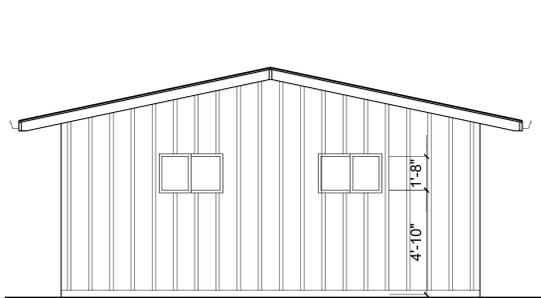
Attachment D
Second Community Building Drawings



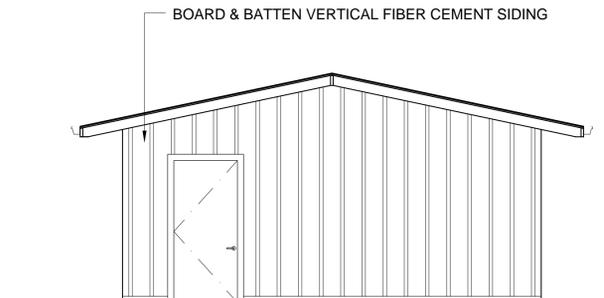
4 DEMO PLAN
SCALE: 1/4"=1'-0"



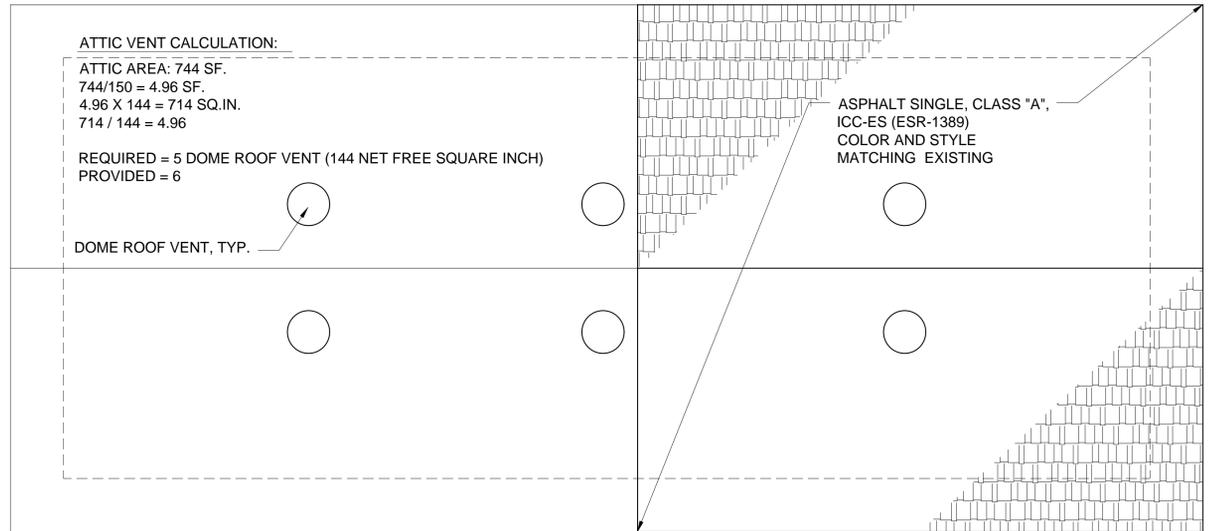
1 NEW FLOOR PLAN
SCALE: 1/4"=1'-0"



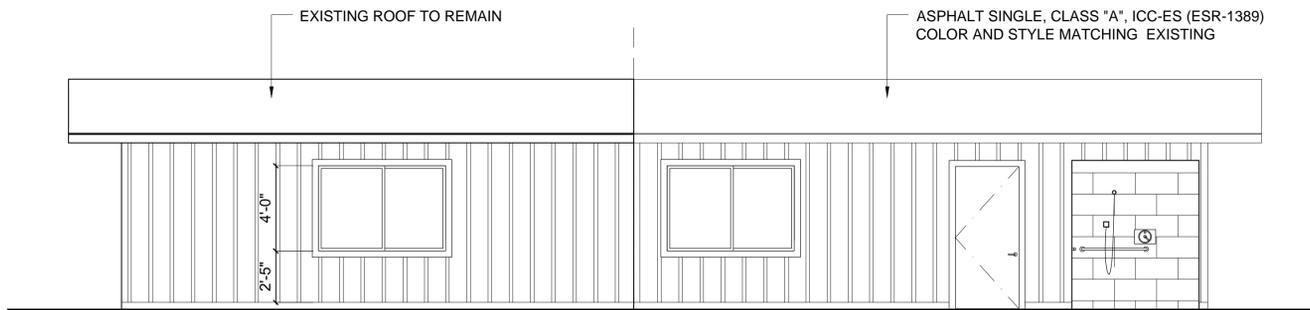
6 NORTH ELEVATION
SCALE: 1/4"=1'-0"



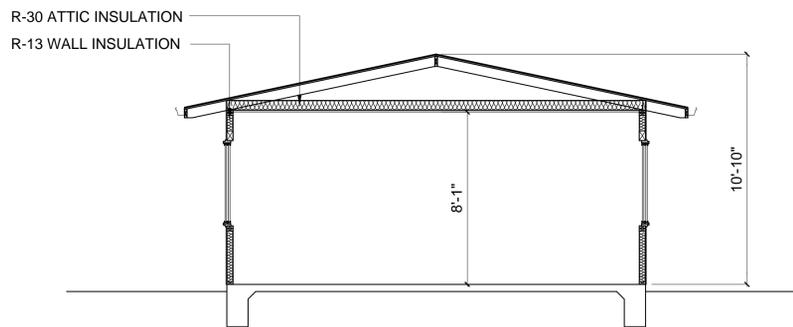
5 SOUTH ELEVATION
SCALE: 1/4"=1'-0"



2 NEW ROOF PLAN
SCALE: 1/4"=1'-0"



7 WEST ELEVATION
SCALE: 1/4"=1'-0"



3 BUILDING SECTION
SCALE: 1/4"=1'-0"

REVISIONS

HK DESIGN & DEVELOPMENT, INC.
7433-3 SHADYGLADE AVENUE
NORTH HOLLYWOOD, CA 91605
T: 213-700-9978
F: 818-765-6810
E: HANANDKOO@YAHOO.COM



(N) MEETING ROOM

VALLEY PALMS APARTMENTS
2155 & 2245 LANAI AVENUE
SAN JOSE, CA 95122

THIS DRAWING AND THE INFORMATION CONTAINED HEREIN ARE THE COPYRIGHTED WORK OF HK DESIGN & DEVELOPMENT, INC. AND MAY NOT BE REPRODUCED WITHOUT WRITTEN PERMISSION.

DATE:
SCALE:
DRAWN:
SHEET:

A 1.0

Attachment E
Soccer Field Conversion Information

Estimate Code: 31444

Valley Palms Apartments CA19-TRF

Valley Palms Apartments - 2155 Lanai Avenue, San Jose, CA 95122

FlexGround

Mark Ellis

Contact Name: Sandi Walsh

Client: VPM Management

Address: 2029 Opportunity Drive #3

Address:

City/State/Zip: Roseville, CA 95678

City/State/Zip:

Phone: 916-474-5431

Phone:

Fax: 916-472-6904

Email Address: valleypalms@villageinvestments.com

Email Address: swalsh@flexground.com

Sub Total and Line Items Totals

Description	Quantity	Unit	Unit Cost	Total
1 - FlexGrass	7300.0	SF	\$13.33	\$97,344.47
2 - Concrete Curbing / Site Prep	364.0	LF	\$28.27	\$10,289.07
Total Estimate				\$107,633.53

Quote does not include any correction or replacement of existing chainlink fencing.
Quote does not include any field equipment.

Inclusions

Quote includes all applicable taxes.
Quote does not include Prevailing Wages.

Quote includes 7,300 sf of 1.5" FlexGrass consisting of 1.0" of rubber cushion layer and 7,300 sf of FlexGround no nail synthetic turf. Premier turf is 60oz per sq yd with 1-1/4" pile height. Turf shall be glued to concrete curb (per FlexGround detail) or directly to cushion layer if specialty curb is not feasible.

Quote includes installation of 364 LF of concrete curbing around the perimeter of the turf area. Curbing to include weep holes for water drainage.

Standard Exclusions: Unless otherwise stipulated in this Proposal, the following items are excluded:

- * Prevailing Wages NOT included. (ie: Davis Bacon, TERO, etc.) If this is a Prevailing Wage project, please request alternate pricing.
- *Weekend (Saturday and Sunday) or Holiday work. If, by client request or delay in scheduling, weekend or Holiday work is required, labor surcharges will apply.
- * Security guards and/or temporary fencing to prevent injuries, vandalism and/or accidental damage to the rubberized surface while it sets is NOT included. The installers will put up caution tape, but temporary fencing is recommended. Although the fencing is intended to provide this security, the overall security of property is ultimately the responsibility of customer. Please take any additional precautions as deemed necessary. We are not responsible for any vandalism or injuries even with the provision of the fencing.
- * Pushing back sand, woodchips or other loose-fill material (if present around pad) after repairs or installation is complete. FlexGround often must move loose-fill material present around a pad in order to access what is commonly known as the pad's "turndown". Turndown is the rubber surfacing that sits below the pad's top-of-surface, often adjacent to and covered by the loose-fill. It is necessary that the loose-fill be kept back from the pad's turndown while the pad is curing.
- *Removal of debris, rocks, trash or any other items that may rise to the loose-fill's surface by virtue of us moving the loose-fill in order to access the turndown as noted above.

Please Note:

- * Our performance and payment bonds rate is 3.5%.
- * Rubber Surfacing cure time is normally 48-72 hours and can vary depending on weather conditions.
- * FlexGround's poured-in-place products are hand-mixed on site in order to ensure absolute durability standards and in order to meet the varying specifications of each project. Varying climate and project parameters may affect consistency in design, including: color variation(s), trowel marks and other minor visible flaws.

Is your City ready for the next big thing? Mini Soccer Fields



Photo Gallery

Convert an unused tennis court, parking lot or empty space, or let us build you a Mini Soccer Field from scratch. We can design a Mini Soccer Field in any size to fit your available space.

Click on image to view larger. Use "next" and "previous" tabs on image to navigate (or click on the right side of photo to move forward, left to move back).

WHAT ARE THE BENEFITS?

- Fun Manageable Exercise for Kids
- Focused Learning/Training
- League and Revenue Opportunities
- Safe Play Environment
- Lower Maintenance Play Area
- Aesthetically Pleasing



Commercial & Residential ROC 234465



info@FlexGround.com

copyright © 2005-2009 www.flexground.com All rights reserved.

Pre Tennis Court Conversion



Post Tennis Court Conversion



FlexGround FlexGrass

Premier Turf

Poured In Place Safety Surfacing

Manufacturer's Specifications

This document provides the specifications for a Synthetic Grass Safety System composed of Envirofill infill placed into a tufted polyethylene fiber component installed over a poured in place cushion with a 4" ABC Type II compacted rock or concrete sub base.

There are variations in the final specifications as required by the Client.

PART 1 – GENERAL

1.01 Work Included

Provide all labor, materials, equipment, and tools necessary for the complete installation of a synthetic grass infill system as outlined in these specifications and a specially formulated coated, clean, dust free and specially sized silicon dioxide bead. The system should consist of but not necessarily be limited to the following:

- A. A vertical draining field base consisting of a four-inch layer of ABC Type II aggregate compacted to 95%.
- B. A complete synthetic grass system, consisting of:
 - i. A 1-¼" long proprietary polyethylene yarn formulation for superior wear resistance and a secondary proprietary polyethylene thatch yarn formulation.
 - ii. The system should be tufted with a minimum of 60 ounces of yarn per square yard and include a minimum of 20 ounces of urethane secondary backing per square yard.
 - iii. The stitch count shall be a minimum of 13.5 per 3".
 - iv. The machine gauge shall be 3/8".
 - v. Total fabric weight shall be at least 80 ounces per yard.
 - vi. The finished product should also include perforations to ensure maximum drainage.
- C. An infill system, consisting of a specially formulated coated, clean, dust free and specially sized silicon dioxide bead (Envirofill or Herofill).

ARIZONA

Lic #288687 & 283192
602.954.0000

CALIFORNIA

Lic #1003439
916.474.5431

NEVADA

Lic #0076764 & 0077757
702.303.8701

- D. This shall be a 100% nail free system with installation by adhesive only. An edging system consisting of minimum 2" thick by 6" wide rubber or concrete glue down strip around the perimeter and encompassing any protrusions in the turf area.
- E. Quality Assurance: Manufacturer should have manufactured and installed synthetic grass surfaces for a minimum of 5 years. The installation of the synthetic grass product should be completed by FLEXGROUND. Manufacturer's detailed installation procedures should be submitted to the Architect and made part of the Bid Specifications

1.02 Submittals

Prospective manufacturers and/or installers of the turf should be required to comply with the following:

- A. The manufacturer should submit durability, UV and performance testing information on the grass fiber.
- B. The turf manufacturer must be experienced in the manufacture of a no nail synthetic grass system and provide references of five (5) specific installations in the last three (3) years.
- C. The turf installer must provide competent workmen skilled in no nail synthetic grass installation. Installers must be company-trained employees and may not be third party installers or subcontractors. The designated supervisory personnel on the project must be competent in the installation of this material, including gluing seams and proper installation of the infill mixture.
- D. Installation should be in accordance with ASTM F1292 for Impact Attenuation of surface system under and around playground equipment. The poured in place system to be installed in compliance with the Critical Fall Height as determined by the Playground Equipment (if any).
- E. IPEMA Certification specific to poured in place rubber and synthetic grass safety systems.
- F. Manufacturer should provide written instructions for recommended maintenance practices.
- G. Manufacturer should submit samples for customer verification. Samples shall include two 6" x 6" samples of 1" cushion layer topped with synthetic turf (a 1.5" system) and attached with turf adhesive.

1.03 Definitions

- A. Critical Fall Height: A critical fall height (CFH) is the maximum height of fall from play equipment to the ground. It is important to note that safety surfaces do not prevent injury but aim to lessen the severity of any injury that may occur on falls from height.
- B. Fall Height: Fall height is a measurement defined as the "vertical distance between a designated play surface and the protective surfacing beneath it.
- C. SBR: Styrene-butadiene or styrene-butadiene rubber (SBR) describe families of synthetic rubbers derived from styrene and butadiene

1.04 ASTM Testing Standards – FlexGround Standard meets or exceeds all required ASTM standards below.

- A. ASTM D624 Standard Test Method for Tear Strength of Conventional Vulcanized Rubber and Thermoplastic Elastomers.
- B. ASTM D2859 Standard Test Method for Flammability of Finished Textile Floor Covering Materials
- C. ASTM E303 Standard Test Method for Measuring Surface Frictional Properties Using the British Pendulum Tester
- D. ASTM F1292 Standard Specification for Impact Attenuation of Surface Systems Under and Around Playground Equipment
- E. ASTM F1951 Standard Specification for Determination of Accessibility of Surface Systems Under and Around Playground Equipment
- F. ASTM C1028 Standard Test Method for Determining the Static Coefficient of Friction of Ceramic Tile and Other Like Surfaces by the Horizontal Dynamometer Pull Meter Method – This standard replaces ASTM D2047
- G. ASTM D412 Standard Test Methods for Vulcanized Rubber and Thermoplastic Rubbers and Thermoplastic Elastomers- Tension

1.05 WARRANTY AND MAINTENANCE

The bidder and/or the turf manufacturer must provide the following:

- A. The turf manufacturer should provide a warranty to the owner that covers defects in materials and workmanship of the turf for a period of **FIVE (5) years** from the date of Substantial Completion. An **EIGHT (8) year "UV stabilization"** warranty should be included in the warranty.
- B. The manufacturer's warranty should include general wear and damage caused from UV degradation. The warranty should specifically exclude vandalism, acts of War and acts of Nature beyond the control of the owner of the manufacturer.
- C. All turf warranties should be limited to repair or replacement of the affected areas and should include all necessary materials, labor, transportation costs, etc. to complete said repairs. All warranties are contingent on the full payment by the owner of all pertinent invoices.
- D. The bidder should provide a maintenance program to the owner. The warranty should be subject to compliance with said maintenance program.

PART 2 –FLEXGRASS MATERIAL

The synthetic turf material and resilient cushion should be in accordance with the following:

- A. A poured in place system with a synthetic grass wearing layer upper membrane and an underlying impact attenuation cushion layer. The finished surface should be porous and capable of being

installed at varying thickness to comply with Critical Fall Height requirements of playground equipment.

- B. The cushion layer should be comprised of one of the following (as per specification or owner selection):
- i. Non-tire derived SBR & EPDM Chunk Rubber, and shall be mixed with the appropriate amount of urethane so that the binder is evenly dispersed into the rubber base. Cushion layer shall not contain any tire-derived SBR.
 - ii. The cushion layer should be a mixture of black recycled SBR rubber buffings mixed with a 100% solids moisture cured MDI Polyurethane binder or aliphatic (100 pounds of SBR rubber buffings to 12 pounds of binder) installed at the appropriate thickness.
- C. Synthetic Turf shall be:
- i. A 1-¼" long proprietary polyethylene yarn formulation for superior wear resistance and a secondary proprietary polyethylene thatch yarn formulation.
 - ii. The system should be tufted with a minimum of 60 ounces of yarn per square yard and include a minimum of 20 ounces of urethane secondary backing per square yard.
 - iii. The stitch count shall be a minimum of 13.5 per 3".
 - iv. The machine gauge shall be 3/8".
 - v. Total fabric weight shall be at least 80 ounces per yard.
 - vi. The finished product should also include perforations to ensure maximum drainage. Non-perforated systems should not be acceptable alternates for purposes of this specification.
- D. The turf should be delivered in 15' wide rolls.
- E. All lines, numbers and markings indicated on plans should be permanently inlaid. Painted lines should not be an acceptable alternative for purposes of this specification.
- F. The fiber should be green in color to simulate natural grass as closely as possible and treated with UV inhibitor, guaranteed a minimum of eight years.
- G. The infill system should be Envirofill or Herofill and consist of color coated, clean, dust free and specially sized silicon dioxide beads.
- H. Latex backed turf shall not be acceptable. All adhesives must also be latex free.
- I. Standard of Quality should be FlexGrass Premier Turf no nail system as built by FlexGround, LLC

Contact:
FlexGround
Sandi Walsh
916-275-3588

PART 3 – SITE PREPARATION AND BASE

The FLEXGRASS site preparation and base should be in accordance with the following:

- A. The sub-base will have a slope of 2%.
- B. The base aggregate should consist of a minimum of four inches (4") free-draining stone compacted to 95%. Finish slope of porous aggregate should be 2% from the centerline of the area to the perimeter, and the grade should not vary more than a quarter inch (¼") in ten feet (10').
- C. The sub base should be installed in two inch (2") lifts to appropriate thickness.
- D. The sub-base should be compacted using vibrating tamper, to approximately 95% Proctor density.
- E. The sub-grade should no longer have any vegetation.
- F. Sublevel grade is to be compacted prior to the ABC aggregate installation. Particular attention should be paid to areas of disturbed earth such as where footers for playground equipment enter the ground. Concrete should be poured to the top of sublevel surface.
- G. The poured in place safety surfacing manufacturer and architect will accept the aggregate base in writing prior to the installation of the poured in place system.
- H. Any alterations must be agreed between all parties.
- I. Concrete and asphalt sub base is acceptable.
- J. For older concrete surfaces, shot blast, acid etch or power scarify as required to obtain optimum bond of the cushion layer to the concrete. Remove sufficient material to provide a sound surface, free of glaze, efflorescence, or form release agents. Remove grease, oil, and other penetrating contaminants.
- K. For concrete surfaces, shot blast, acid etch or power scarify as required to obtain optimum bond of the cushion layer to the concrete is required. Remove sufficient material to provide a sound surface, free of glaze, efflorescence, or form release agents. Remove grease, oil, and other penetrating contaminants.
- L. For concrete or asphalt surface that is not enclosed (i.e. a curb to curb pour), the concrete shall have keyway cuts 1.5" wide by 1.5" deep so that the system can be bull nosed down into the notch area.

PART 4 – EXECUTON AND INSTALLATION

The turf installer should strictly adhere to the installations procedures outlined under these sections. Any variance from these requirements should be accepted in writing by the manufacturer's onsite representative, and submitted to the architect/owner, verifying that the changes do not in any way affect the warranty.

4.01 Cushion Layer

- A. The components of the poured in place safety surfacing should be mixed on site in a mixer to ensure a comprehensive mix according to manufacturer's instructions.
- B. The cushion layer shall be comprised of non-tire derived SBR & EPDM **Chunk Rubber**, and shall be mixed with the appropriate amount of urethane so that the binder is evenly dispersed into the rubber base.
- C. The cushion layer mix should then be spread and troweled to the desired depth and allow to cure for 24 hours.

4.02 Synthetic Turf Layer

- A. The synthetic grass should be cut and laid out across the area, and utilizing standard state-of-the-art gluing procedures, each roll should be seamed to the next.
- B. The edge of the synthetic turf should be glued directly with full contact to the glue down strip around the perimeter and any protrusions of the turf area.
- C. This is a 100% glued installation. Sewing of seams or nailing of edges will not be permitted. A strip of seam tape should be used to seam the rolls of material. The specified glue should be a one part urethane adhesive (SeamTight) as manufactured by FlexGround, LLC. Tempe, AZ 85281.

4.03 Infill

- A. The infill material shall be Envirofill or Herofill (no substitutions will be permitted) and should be spread evenly with a large fertilizer type spreader. The infill will be spread in strict accordance with the turf installer's specifications.
- B. Between each application of infill, the field area should be brushed with a motorized rotary nylon broom. Minimum infill depth should be .50 inches.
- C. Caution: Too much fiber exposed (not enough infill) will cause the fibers to mat or crush with heavy foot traffic. This will lead to premature wearing of the fiber and will void any manufacturer's warranty. No Crumb Rubber shall be used as infill.

PART 5 – SITE (GENERAL)

- A. Trailer/ Large truck access will be necessary for the installation. In the case that access for trailer/truck is not available the owner or general contractor will be responsible for transporting material to the job site.
- B. Crew is responsible for protecting the surface only while on site. General Contractor or owner shall be responsible for the security of the surfacing overnight during installation, as well as during the surfacing's curing period upon completion of the install.
- C. Crew will leave site clean and shall remove all trash and debris.
- D. Owner/General contractor shall provide a dumpster for all waste and trash.