

SIXTH AMENDMENT TO AGREEMENT 15-206
BETWEEN THE CITY OF CUPERTINO AND
PROFESSIONAL TURF MANAGEMENT FOR
BLACKBERRY FARM GOLF COURSE MAINTENANCE

This Sixth Amendment to Agreement 15-206 between the City of Cupertino and Professional Turf Management, for reference dated 2/11/2021, is by and between the CITY OF CUPERTINO, a municipal corporation (hereinafter "City") and Professional Turf Management, a California Corporation ("Contractor") whose address is P.O. Box 700142, San Jose, Ca. 95170, and is made with reference to the following:

RECITALS:

- A. On 12/3/2015, Agreement 15-206 ("Original Agreement") was entered into by and between City and Contractor for Blackberry Farm Golf Course Maintenance and soil sample collection and testing.
- B. On 6/22/2016, City and Contractor agreed to the First Amendment for Blackberry Farm Golf Course Maintenance and soil sample collection and testing.
- C. On 6/14/2017, City and Contractor agreed to the Second Amendment for Blackberry Farm Golf Course Maintenance and soil sample collection and testing.
- D. On 4/17/2018, City and Contractor agreed to the Third Amendment for Blackberry Farm Golf Course Maintenance and soil sample collection and testing.
- E. On 5/16/2019, City and Contractor agreed to the Fourth Amendment for Blackberry Farm Golf Course Maintenance and soil sample collection and testing.
- F. On 5/4/2020, City and Contractor agreed to the Fifth Amendment for Blackberry Farm Golf Course Maintenance and soil sample collection and testing.
- G. The Original Agreement and the First, Second, Third, Fourth, and Fifth Amendments are collectively referred to as the "Agreement" unless otherwise indicated.
- H. City and Contractor desire to modify the Agreement on the terms and conditions set forth herein.

NOW, THEREFORE, it is mutually agreed by and between and undersigned parties as follows:

1. TERM.

Paragraph 1 of the Agreement is modified to read as follows: The Contractor shall

continue work through June 30, 2022, and shall diligently prosecute the work. The term of the Agreement shall terminate on June 30, 2022, unless terminated earlier as set forth herein.

2. Exhibit A-A to the Agreement is replaced with a new Exhibit A-A (revised July 13, 2020), attached hereto.

3. COMPENSATION TO CONTRACTOR.

Paragraph 3 of the Agreement is modified to read as follows: Contractor shall be compensated for services performed pursuant to this Agreement in the amount and manner set forth in Contractor's bid, which is attached hereto as Exhibit B-4 and incorporated herein by reference.

4. Exhibit B-3 to the Agreement is replaced with new Exhibit B-4 attached hereto.

5. Except as expressly modified herein, all other terms and covenants set forth in the Agreement shall remain the same and shall be in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this modification of Agreement to be executed.

CONTRACTOR

By Michael Bank

Title Owner

Date 3/22/2021

CITY OF CUPERTINO

By _____

Title _____

Date _____

APPROVED AS TO FORM

City Attorney

ATTEST:

City Clerk

Date _____

EXPENDITURE DISTRIBUTION

PO #2016-398	560-63-616 700-702
Original	\$99,600.00
Amendment #1:	\$205,200.00
Amendment #2:	\$205,200.00
Amendment #3:	\$205,200.00
Amendment #4:	\$205,200.00
Amendment #5:	\$205,200.00
Amendment #6	\$205,200.00
Total:	\$1,330,800

1339305.1

**EXHIBIT B-4
COMPENSATION**

COMPENSATION

Payment for services to be performed in Fiscal Year 2021-22 From July 1, 2021 to June 30, 2022 shall be \$17,000.00 per month for maintenance activities as described in Exhibit A, plus \$100.00 per each soil sample and testing with a maximum Quantity of 12.

Payment for services to be performed in Fiscal Year 2021-22 shall not exceed \$205,200 as noted below.

<u>Item</u>	<u>Unit</u>	<u>Qty</u>	<u>Unit Price</u>	<u>Total Cost</u>
Blackberry Farm Golf Course Maintenance	Month	12	\$17,000.00	\$204,000.00
Soil Sampling Collection	Each	12	\$100.00	<u>\$1200.00</u>
TOTAL FEE for services, Fiscal Year 2021-22, Not to Exceed:				\$205,200.00