



APPROVED MINUTES

CUPERTINO CITY COUNCIL

Regular Meeting
Tuesday, May 3, 2005

PLEDGE OF ALLEGIANCE

At 6:45 p.m. Mayor Kwok called the meeting to order in the Council Chamber, 10350 Torre Avenue, Cupertino, California, and led the Pledge of Allegiance.

ROLL CALL

City Council members present: Mayor Patrick Kwok, Vice-Mayor Richard Lowenthal, and Council members, Sandra James, Dolly Sandoval, and Kris Wang. Council members absent: none.

CLOSED SESSION – None

Mayor Patrick Kwok held a moment of silence in memory of Willi Hagenlocher, founder of the American Youth Soccer Organization (AYSO). He also sent best wishes to Linda Walker, chairperson of the Cupertino Senior Citizens' Commission, for a speedy recovery from her illness.

CEREMONIAL MATTERS – PRESENTATIONS

1. Proclamation to Ralph Qualls for the James L. Martin award from the League of California Cities as Public Works Director of the Year. (No documentation in packet).

Mayor Kwok presented the proclamation to Ralph Qualls.

2. Presentation by the Valley Transportation Authority (VTA) regarding the VTA long-term Transit Capital Investment Program. (No documentation in packet).

This item was dropped from the agenda.

POSTPONEMENTS - None

WRITTEN COMMUNICATIONS

Council members received copies of the following items:

- Item No. 20, packet of information from Assemblywoman Sally Lieber's office.

ORAL COMMUNICATIONS

Nick Garcia, La Mar Dr., representing a number of people opposed to the Regnart Creek Trail, expressed the following concerns: crime; bike and pedestrian safety; trail safety; quality of life issues; destruction of natural habitat; limited access to the trail.

CONSENT CALENDAR

Sandoval/James moved and seconded to approve the items on the Consent Calendar as recommended, with the exception of Item Nos. 3, 7, and 8, which were pulled for discussion. Vote: Ayes: Kwok, Lowenthal, Sandoval, Wang, and James. Noes: None. Absent: None.

4. Adopt resolutions accepting Accounts Payable for April 1, 8, and 15, Resolution Nos. 05-059 to 05-061.
5. Adopt resolutions accepting Payroll for April 8 and 22, Resolution Nos. 05-062 to 05-063.
6. Adopt a resolution approving the destruction of records from the City Clerk department, Resolution No. 05-064.
9. Accept applications for an Alcoholic Beverage License:
 - a) Ramenrama Red Miso (on-sale beer and wine), 19772 Stevens Creek Blvd. (new restaurant next to the Elephant Bar)
 - b) The Blue Pheasant Restaurant, 22100 Stevens Creek Blvd.
10. Adopt resolutions approving a final parcel map and improvement plans:
 - a) 21851 Lomita Avenue, Lands of Li, APN 357-16-064. The resolution authorizes execution of an Improvement agreement, and signing of the parcel map and improvement plans, Resolution No. 05-066
 - b) Tracy Hsu and Huei-Hwang Hung, husband and wife as community property with right of survivorship, and Kong-Yeu Han and Suejane Han, husband and wife as community property with right of survivorship, all as Tenants in Common, 21811 San Fernando Avenue, APN 357-15-082, Resolution No. 05-067

11. Adopt resolutions approving a Grant of Easement for roadway for Tracy Hsu and Huei-Hwang Hung, husband and wife as community property with right of survivorship, and Kong-Yeu Han and Suejane Han, husband and wife as community property with right of survivorship, all as Tenants in Common, 21811 San Fernando Avenue, APN 357-15-082. The resolution authorizes execution of an Improvement agreement, and signing of the parcel map and improvement plans Resolution No. 05-068.
12. Accept municipal improvements (No documentation in packet):
 - a) William A. Hurt, 21740 Alcazar Avenue, APN 357-19-011
 - b) Richard Shwe and Alma M. Shwe, 21840 Hermosa Avenue, APN 357-16-054
13. Adopt resolutions approving parcel maps:
 - a) Suyi Shao, Jian Cai and Mei Ling, 10440 South Blaney Avenue, Resolution No. 05-069
 - b) Cupertino Estate LLC, 22291 Cupertino Road, Resolution No. 05-070

ITEMS REMOVED FROM THE CONSENT CALENDAR (above)

3. Approve the minutes from the March 15 and April 5 City Council meetings.

Richard Lowenthal offered his support to Sandra James regarding her involvement with the Advocates for a Better Cupertino (ABC) committee. Lowenthal/Sandoval moved and seconded to approve the minutes. The motion carried unanimously. Lowenthal/Sandoval moved and seconded to reconsider the first motion to approve the minutes. The motion carried unanimously.

Lowenthal/Sandoval moved and seconded to approve the April 5 minutes with an amendment to item number 20, reflecting Council's direction to allow people to re-apply for the Human Service Grants. The motion carried with Sandra James abstaining. Sandoval/James moved and seconded to approve the March 15 minutes as presented. The motion carried unanimously.

7. Adopt a resolution designating the order of succession of the office of City Manager, Resolution No. 05-065.

James/Sandoval moved and seconded to adopt Resolution No. 05-065 regarding the order of succession of the office of City Manager with the following amendment: 1.E. should read, "Other management staff as appropriate." The motion carried unanimously.

8. Accept the Treasurer's Investment and Budget Report for March 2005. (Documentation will be available at the meeting).

This item was continued to the next meeting.

PUBLIC HEARINGS

14. Consider Application No. EXC-2005-01, Jimbo Schwalb, 10655 Santa Lucia Road, APN 342-17-098: an appeal of a Design Review Committee denial of a fence exception to allow motorized controls on an existing manual vehicular driveway gate at an existing single-family residence. This item is Categorically Exempt and the Planning Commission recommends upholding the appeal.

Community Development Director Steve Piasecki reviewed the staff report via a PowerPoint slideshow. Mayor Kwok opened the public hearing.

The applicant's representative, Jimbo Schwalb, expressed concern over inaccuracies in the staff report, the need for an amended fence ordinance, and safety on his property without an automated gate. Mayor Kwok closed the public hearing.

James/Wang moved and seconded to review the fence ordinance and bring it back for discussion and review. The motion carried unanimously. James/Wang moved and seconded to deny the appeal. The motion carried with Richard Lowenthal voting no.

15. Consider adopting a resolution approving the 2005-06 Annual Action Plan and the use of third program year (2005-06) Community Development Block Grant (CDBG) Funds, Resolution No. 05-071.

Senior Planner Vera Gil reviewed the staff report. Mayor Kwok opened the public hearing.

Robert Douglas from Economic and Social Opportunities (ESO) said that funds had been removed from his organization and moved to another program that provided affordable housing. He said that his organization also provides affordable housing, and asked Council to re-consider its decision, and to fund ESO fully. Mayor Kwok closed the public hearing.

James/Wang moved and seconded to adopt Resolution No. 05-071 approving the 2005-06 Annual Action Plan and the use of third program year (2005-06) Community Development Block Grant (CDBG) funds. The motion carried unanimously.

16. Consider adopting a resolution amending Resolution No. 05-056, to reference the candidate statement fee in the 2005-2006 Fee Schedule, Resolution No. 05-072. (This item was continued from 4/5/05).

Council members Dolly Sandoval and Kris Wang recused themselves from participation because of a potential conflict of interest, since they may choose to run for office again, and may have to pay the candidate statement fee. Mayor Patrick Kwok also had a potential conflict of interest but had been chosen by random selection to participate in order to make up the quorum. Sandoval and Wang left the Council Chamber at 7:45 p.m.

James/Lowenthal moved and seconded to adopt Resolution No. 05-072, which referenced the candidate statement fee in the fee schedule. The motion carried 3-0, with James, Kwok, and Lowenthal in favor, and Sandoval and Wang abstaining.

At 7:47 p.m., Sandoval and Wang were present.

UNFINISHED BUSINESS

17. Review bids and award the contract for Blackberry Farm Golf Course Maintenance, Project No. 2005-01 to Professional Turf Management in the amount of \$186,720 per year.

Lowenthal/Sandoval moved and seconded to award the contract to Professional Turf Management in the amount of \$186,720 per year, and directed staff to ask if the City's ground maintenance crew were interested in maintaining the golf course in the future. The motion carried unanimously.

NEW BUSINESS

Mayor Kwok re-ordered the agenda to take up item No. 20 next.

20. Presentation by Santa Clara Valley Water District (SCVWD) staff of a status report on the Calabasas Creek and Bollinger Bridge and Bikeway Project.

Greg Zlotnick, Board Director with the SCVWD, made some opening remarks and introduced Beau Goldie.

Council received the report via a PowerPoint presentation regarding the status of this project, from Deputy Operating Officer Beau Goldie, with the Lower Peninsula/West Valley Watershed District.

Mayor Kwok re-ordered the agenda to take up item No. 18 next.

18. Presentation regarding state budget by Assistant Speaker Pro Tem Sally Lieber. (No documentation in packet).

Assistant Speaker Pro Tem Sally Lieber presented Ralph Qualls with a special recognition from the State Assembly in conjunction with the award presented earlier in the evening from the League of California Cities.

Council received an oral presentation by Assistant Speaker Pro Tem Sally Lieber on the status of the California State budget, as well as copies of the following documents: "Highlights of the Analysis of the 2005-06 Budget Bill"; "Santa Clara County Budget Impact"; Highlights of the 2005-06 Perspectives and Issues"; and "Cal Facts" dated Dec. 2004.

Cupertino Union School District (CUSD) Board Member Pearl Cheng talked about education initiatives and other measures.

19. Adopt a resolution supporting AB 1590 (Lieber and Cohn) regarding Property Tax Revenue Allocations for Special Districts – Santa Clara Valley Water District (SCVWD), Resolution No. 05-073.

James/Lowenthal moved and seconded to adopt resolution No. 05-073 supporting AB 1590. The motion carried unanimously.

Item number 20 was taken out of order after item number 17. Dolly Sandoval left the meeting at 8:40 p.m., after item number 19.

21. Adopt resolutions regarding the retrofit of Los Altos Garbage Company (LAGCO) refuse trucks:
 - a) Authorizing the City Manager to execute an agreement with the Bay Area Air Quality Management District (BAAQMD) that will enable the City to receive a Transportation Fund for Clean Air (TFCA) grant in the amount of \$63,000.00 for the retrofit of Los Altos Garbage Company (LAGCO) refuse trucks with emission control devices, Resolution No. 05-074
 - b) Authorizing the City Manager to negotiate and execute an agreement with LAGCO for the use of the BAAQMD funds in the amount of \$63,000.00 and the use of the previously approved TFCA funding in the amount of \$110,000.00, both for the retrofit of refuse trucks to serve Cupertino customers, Resolution No. 05-074a

Lowenthal/James moved and seconded to adopt Resolution No. 05-074 authorizing the City Manager to execute an agreement with the Bay Area Air Quality Management District regarding a grant for the retrofit of refuse trucks, and Resolution No. 05-074a authorizing the City Manager to execute an agreement with Los Altos Garbage Company related to the retrofit of refuse trucks. The motion carried 4-0 with Dolly Sandoval absent.

22. Adopt resolutions authorizing grant applications:

- a) Adopt a resolution authorizing the City Manager to apply for, accept, and appropriate an allocation of 2005-06 Transportation Development Act Article 3, Pedestrian and Bicycle Project grant funding from the Metropolitan Transportation Commission, in the amount of \$38,361.00, for the Mary Avenue Bicycle Footbridge, Resolution No. 05-075
- b) Adopt a resolution authorizing the City Manager to apply for, accept, and appropriate \$450,000.00 in State Safe Routes to School, Cycle 6, funding for the Garden Gate School Zone Traffic Calming Project and a commitment for an additional \$2,500 in local matching funds, for a total local match of \$50,000, Resolution No. 05-076
- c) Adopt a resolution authorizing the City Manager to apply for, accept, and appropriate 2005-06 Federal Hazard Elimination Safety (HES) funds in the amount of \$67,500.00 for the State Route 85/Stevens Creek Boulevard Pedestrian Facility Improvement Project, with local matching funds of \$7,500, and in the amount of \$172,800.00 for the Pedestrian Countdown Signal Head at Various Locations Project, with local matching funds of \$19,200, Resolution No. 05-077.

Lowenthal/James moved and seconded to adopt Resolution No. 05-075, regarding funding for the Mary Avenue Bicycle Footbridge; Resolution No. 05-076 regarding funding for the Garden Gate School zone traffic calming project; and Resolution No. 05-077 regarding funding for the State Route 85/Stevens Creek Boulevard Pedestrian Facility improvement project and for the Pedestrian Countdown Signal Head locations project. The motion carried 4-0 with Dolly Sandoval absent.

23. Approve the Planning Commission Work Program for 2005-2006.

Lowenthal/James moved and seconded to accept the Planning Commission work program for 2005 with direction to staff to add a park at the Santa Clara County Roads and Airports property near the corner of I-280 and Lawrence; alternative park dedication ideas for amenities such as a gymnasium; country club possibility; in-lieu fees; renew the noticing policy; housing allocation issue; update the sign ordinance. The motion carried 4-0 with Dolly Sandoval absent. The plan included the following items:

City Council Goals

- Valco/HP Neighborhood Park
- General Plan Update

Planning Projects

- Implementation of General Plan policies

Private Projects

- Toll Brothers/HP

- Valco Fashion Park cinemas
- Sobrato Office/Industrial to Residential Site
- Taylor Woodrow Office/Industrial to Residential Site

24. Amend the Investment Policy to require quarterly investment reports:

- a) Conduct the first reading of Ordinance No. 1961: "An Ordinance of the City Council of the City of Cupertino Amending Chapter 2.24.050 of the Cupertino Municipal Code Related to Monthly Reports."

Lowenthal/James moved and seconded to adopt a resolution (No. 05-078) requiring quarterly investment reports until the position of finance director is filled. The motion carried 4-0 with Dolly Sandoval absent.

25. Schedule an additional date for a Budget Advisory Study Session in the event that documents are not ready in time for the scheduled study session on May 31. Suggested dates are Monday June 6, or Tuesday June 7 at 4:00 p.m.

Council concurred to schedule an additional meeting, if needed, for June 2 at 4:00 p.m. in the City Council Chamber.

ORDINANCES - None

STAFF REPORTS

26. The next General Plan hearing is scheduled for May 10, 2005, at 6:45 p.m. in the City Council Chamber of the Cupertino Community Hall. (No documentation in packet).

Council discussed the Planning Commission's desire to have an additional month to finish its work on the General Plan. Council directed staff to notify the Planning Commission, and to come back to council for discussion.

The public was invited to attend this General Plan hearing.

COUNCIL REPORTS

Council members highlighted the activities of their committees and various community events.

ADJOURNMENT

At 9:41 p.m. the meeting was adjourned in memory of City Manager Dave Knapp's mother-in-law, who recently passed away.

A handwritten signature in cursive script that reads "Grace Schmidt".

Grace Schmidt, Deputy City Clerk

For more information: Staff reports, backup materials, and items distributed at the meeting are available for review at the City Clerk's Office, 777-3223, and also on the Internet at www.cupertino.org. Click on Agendas & Minutes/ City Council/ Packets.

Most Council meetings are shown live on Cable Channel 26, and are available at your convenience from our web site. Visit www.cupertino.org and click on Watch Meetings. Videotapes are available at the Cupertino Library, or may be purchased from the Cupertino City Channel, 777-2364.

AGREEMENT

THIS AGREEMENT, made and entered into this 6 day of June, 2005, by and between the **CITY OF CUPERTINO**, a municipal corporation of California, hereinafter referred to as "**CITY**", and **Professional Turf Management, Inc**, a Contractor with offices at **1272 Lincoln Avenue, San Jose, CA 95125**, hereinafter referred to as "**CONTRACTOR**";

WITNESSETH:

WHEREAS, CITY desires to retain the CONTRACTOR for ***Blackberry Farm Golf Course Maintenance***; and

WHEREAS, CITY desires to engage CONTRACTOR to provide these services by reason of its qualifications and experience for performing such services, and CONTRACTOR has offered to provide the required services on the terms and in the manner set forth herein;

NOW, THEREFORE, in consideration of their mutual covenants, the parties hereto agree as follows:

1. DEFINITIONS.

(a) The word "City" as used in this agreement shall mean and include all the territory lying within the municipal boundaries of the City of Cupertino, California, as presently existing, plus all territory which may be added thereto during the term of this agreement by annexation or otherwise.

(b) The term "City Manager" shall mean the duly appointed City Manager of the City of Cupertino, California, or his designated representative.

2. THE AGREEMENT DOCUMENTS. The complete agreement consists of this agreement and the following agreement documents incorporated herein by reference:

(a.) Notice to Contractors, Proposal, Time of Completion, Estimated Quantities, Noncollusion Affidavit, Bidder Qualification Form, Subcontractors Form and Signature Form.

(b.) Standard Specifications, General Provisions, Special Provisions and Technical Provisions.

(c.) Plans and Specifications for **BLACKBERRY FARM GOLF COURSE MAINTENANCE, PROJECT NO. 2005-01**

(d.) Faithful Performance Bond.

(e.) Insurance Agreement, Certificate of Insurance, Endorsement of Primary Insurance, Additional Insured Endorsement, Endorsement of Aggregate Limits of Insurance per Project,

Waiver of Subrogation Endorsement Worker's Compensation Insurance and Notice of Policy Cancellation Endorsement.

All of the above documents are incorporated into this agreement by reference so that any work called for in one and not mentioned in another, is to be executed the same as if mentioned in all of said documents. The documents comprising the complete agreement are sometimes hereinafter referred to as the Agreement Documents. In case of conflict between the Plans and the Specifications on the one hand, and this Agreement on the other, the Plans and Specifications shall prevail.

3. PROJECT COORDINATION.

(a) City. The City Manager shall be representative of CITY for all purposes under this agreement. The Recreation supervisor for Blackberry Farm hereby is designated as the PROJECT MANAGER for the City Manager, and shall supervise the progress and execution of this agreement.

(b) Contractor. CONTRACTOR shall assign a single PROJECT DIRECTOR to have overall responsibility for the progress and execution of this agreement for CONTRACTOR. Don Naumann is hereby designated as the PROJECT DIRECTOR for CONTRACTOR. Should circumstances or conditions subsequent to the execution of this agreement require a substitute PROJECT DIRECTOR for any reason, the PROJECT DIRECTOR designee shall be subject to the prior written acceptance and approval of the PROJECT MANAGER.

4. DUTIES OF CONTRACTOR. Services to be furnished in accordance with EXHIBIT "A" BID PROPOSAL and contract specifications and technical provisions.

(a) Laws to be Observed. CONTRACTOR shall:

(1) Procure all permits and licenses, pay all charges and fees, and give all notices which may be necessary and incident to the due and lawful prosecution of the services to be performed by CONTRACTOR under this agreement;

(2) Keep itself fully informed of all existing and future federal, state, and local laws, ordinances, regulations, orders, and decrees which may affect those engaged or employed under this agreement, any materials used in CONTRACTOR's performance under this agreement, or the conduct of the services under this agreement;

(3) At all times, observe and comply with, and cause all of its subcontractors and employees, if any, to observe and comply with all of said laws, ordinances, regulations, orders, and decrees mentioned above;

(4) Immediately report to the PROJECT MANAGER in writing any discrepancy or inconsistency it discovers in said laws, ordinances, regulations, orders, and

decrees mentioned above in relation to any plans, drawings, specifications, or provisions of this agreement.

5. COMPENSATION. For the performance of the services described herein by CONTRACTOR, CITY shall pay CONTRACTOR the sum of Fifteen Thousand, Five Hundred and Sixty Dollars and No Cents (\$ 15,560.00) per month, less any deductions for liquidated damages, plus any soil samples collected and tested for the month, payable upon submission by CONTRACTOR of itemized billings in triplicate; provided, however, that the total sum payable to CONTRACTOR shall not exceed One Hundred Eighty Six Thousand, Seven Hundred and Twenty Dollars and No Cents (\$ 186,720.00) per year. The total contract for 2 years shall not exceed Three Hundred Seventy Three Thousand, Four Hundred Forty Dollars and No Cents (\$ 373,440.00).

6. LIQUIDATED DAMAGES. The CONTRACTOR shall diligently prosecute the work to completion as scheduled in the Technical Provisions. The CONTRACTOR further understands that he shall pay liquidated damages to the City of Cupertino in the sum of one hundred fifty dollars (\$150.00) for each and every day that services are not completed as required.

7. TERM. The term of this agreement shall be two (2) year from the start date of the agreement. The City shall retain the option to extend the term of the agreement on a year-to-year basis not exceeding three years from the expiration of the original term, for a possible total of five year.

The start date of the agreement is June 1, 2005.

Any such renewal after the first two years shall be accomplished by the City providing a written notice of renewal to the Contractor at least 30 days prior to expiration of the term. Any such renewal shall contain the same provisions as the original agreement, including an increase or decrease in compensation paid to the Contractor. Any increase or decrease in the previous contract price shall be based on the annual percentage change in the Consumer Price Index (CPI) as of June of the year the adjustment is being made. The CPI shall be the San Francisco/Oakland Consumer Price Index for all urban wage earners. **There will be no CPI adjustment during the first two-year term of the agreement.**

8. TEMPORARY SUSPENSION. The City Manager shall have the authority to suspend this agreement, wholly or in part, for such period as he deems necessary due to unfavorable conditions or to the failure on the part of the CONTRACTOR to perform any provision of this agreement.

9. SUSPENSION; TERMINATION.

(a) Right to Suspend or Terminate. The CITY may suspend or terminate this agreement for any reason by giving thirty (30) days' written notice. Upon receipt of such notice CONTRACTOR shall immediately discontinue his performance under this agreement.

(b) Payment. Upon such suspension or termination, CONTRACTOR shall be paid for all services actually rendered to CITY to the date of such suspension or termination;

provided, however, if this agreement is suspended or terminated for fault of CONTRACTOR, CITY shall be obligated to compensate CONTRACTOR only for that portion of CONTRACTOR's services which are of benefit to CITY.

10. INSPECTION. CONTRACTOR shall furnish CITY with every reasonable opportunity for CITY to ascertain that the services of CONTRACTOR are being performed in accordance with the requirements and intentions of this agreement. All work done and all materials furnished, if any, shall be subject to the PROJECT MANAGER's inspection and approval. The inspection of such work shall not relieve CONTRACTOR of any of its obligations to fulfill its agreement as prescribed.

11. ASSIGNMENT; EMPLOYEES. Both parties shall give their personal attention to the faithful performance of this agreement and shall not assign, transfer, convey, or otherwise dispose of this agreement or any right, title, or interest in or to the same or any part thereof without the prior written consent of the other party, and then only subject to such terms and conditions as the other party may require. A consent to one assignment shall not be deemed to be a consent to any subsequent assignment. Any assignment without such approval shall be void, and, at the option of the other party, shall terminate this agreement and any license or privilege granted herein. This agreement and any interest herein shall not be assignable by operation of law without the prior written consent of the other party.

12. NOTICES. All notices hereunder shall be given in writing and mailed, postage prepaid, by certified mail, addressed as follows:

TO CITY:	Office of the City Clerk City of Cupertino 10300 Torre Avenue Cupertino, CA 95014
TO CONTRACTOR:	Attention of the PROJECT DIRECTOR at the address of CONTRACTOR recited above.

13. INTEREST OF CONTRACTOR. CONTRACTOR covenants that it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services hereunder. CONTRACTOR further covenants that, in the performance of this agreement, no subcontractor or person having such an interest shall be employed. CONTRACTOR certifies that no one who has or will have any financial interest under this agreement is an officer or employee of CITY. It is expressly agreed that, in the performance of the services hereunder, CONTRACTOR shall at all times be deemed an independent contractor and not an agent or employee of CITY.

14. INDEMNITY. CONTRACTOR hereby agrees to indemnify, hold harmless and assume the defense of , in any actions at law or in equity, the CITY, its officers, employees, agents, and elective and appointive boards from:

(a) Any and all claims and demands which may be made CITY, its officers, agents, or employees by reason of any injury to or death of any person or damage suffered or sustained by any person or corporation caused by, or alleged to have been caused by, any act or omission, negligent or otherwise, of CONTRACTOR or any subcontractor under this agreement or of CONTRACTOR's or any subcontractor's employees or agents;

(b) Any and all damage to or destruction of the property of CITY, its officers, agents, or employees occupied or used by or in the care, custody, or control of CONTRACTOR, or in proximity to the site of CONTRACTOR's work, caused by any act or omission, negligent or otherwise, of CONTRACTOR, or any subcontractor under this agreement or of CONTRACTOR's or any subcontractor's employees or agents;

(c) Any and all claims and demands which may be made against CITY, its officers, agents, or employees by reason of any injury to or death of any person or damage suffered or sustained by any employee or agent of CONTRACTOR or any subcontractor under this agreement, however caused, excepting however, any such claims and demands which are the result of the sole negligence or willful misconduct of CITY, its officers, agents, or employees;

(d) Any and all claims and demands which may be made against CITY, its officers, agents, or employees by reason of any infringement or alleged infringement of any patent rights or claims caused or alleged to have been caused by the use of any apparatus, appliance, or materials furnished by CONTRACTOR or any subcontractor under this agreement; and

(e) Any and all penalties imposed or damages sought on account of the violation of any law or regulation or of any term or condition of any permit.

CONTRACTOR, at its own cost, expense, and risk, shall defend any and all suits, actions, or other legal proceedings that may be brought or instituted by third persons against CITY, its officers, agents, or employees, arising from their work, on any of the above claims or demands of such third persons, or to enforce any of the above penalties, and pay and satisfy any judgment or decree that may be rendered against CITY, its officers, agents, or employees in any such suit, action, or other legal proceedings.

15. WORKERS' COMPENSATION. CONTRACTOR certifies that it is aware of the provisions of the Labor Code of the State of California which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Labor Code, and it certifies that it will comply with such provisions before commencing the performance of the work of this agreement.

16. INSURANCE. CONTRACTOR, at its sole cost and expense, shall obtain and maintain in full force and effect throughout the entire term of this agreement, the insurance

coverage of at least an "A", Class VII rating as determined in accordance with the insurance industry standard, insuring not only CONTRACTOR, but also (with the exception of workers' compensation and employer's liability insurance), CITY, its officers, agents, and employees, and each of them with respect to activities and services performed by CONTRACTOR for or on behalf of CITY under the provisions of this agreement.

Certificates of such insurance, on the forms provided by CITY, shall be filed with CITY concurrently with the execution of this agreement or, with CITY's approval, within ten (10) days thereafter. Said certificates shall be subject to the approval of the City Attorney and shall contain an endorsement stating that said insurance is primary coverage, and will not be canceled or altered by the insurer except after filing with the City Clerk thirty (30) days' written notice of such cancellation or alteration, and that the City of Cupertino is named as an additional insured. Current certificates of such insurance shall be kept on file at all times during the term of this agreement with the City Clerk.

17. CONTRACT SECURITY. The CONTRACTOR shall furnish a surety bond in an amount equal to four months of the contract price as security for the faithful performance of this Contract.

18. AGREEMENT BINDING. The terms, covenants, and conditions of this agreement shall apply to, and shall bind the heirs, successors, executors, administrators, assigns, and subcontractors of both parties.

19. WAIVERS. The waiver by either party of any breach or violation of any term, covenant, or condition of this agreement or any provision, ordinance, or law shall not be deemed to be a waiver of any other term, covenant, condition, ordinance, or law or of any subsequent breach or violation of the same or of any other term, covenant, condition, ordinance, or law.

The subsequent acceptance by either party of any fee or other money which may become due hereunder shall not be deemed to be a waiver of any preceding breach or violation by the other party of any term, covenant, or condition of this agreement or of any applicable law or ordinance.

20. COSTS AND ATTORNEYS' FEES. The prevailing party in any action brought to enforce the terms of this agreement or arising out of this agreement may recover its reasonable costs and attorneys' fees expended in connection with such an action from the other party.

21. NONDISCRIMINATION. No discrimination shall be made in the employment of persons under this agreement because of the race, color, national origin, ancestry, religion, or sex of such person. If the value of this agreement is, or may be, Five Thousand Dollars (\$5,000) or more, CONTRACTOR agrees to meet all requirements of the Cupertino Municipal Code pertaining to nondiscrimination in employment and to submit the "Compliance Report-Nondiscrimination Provisions of City of Cupertino Contracts."

If CONTRACTOR is found in violation of the nondiscrimination provisions of the State of California Fair Employment Practices Act or similar provisions of federal law or executive order in the performance of this agreement, it shall thereby be found in material breach of this agreement. Thereupon, CITY shall have the power to cancel or suspend this agreement, in whole or in part, or to deduct from the amount payable to CONTRACTOR the sum of Twenty-five Dollars (\$25) for each person for each calendar day during which said person was discriminated against, as damages for said breach of contract, or both. Only a finding of the State of California Fair Employment Practices Commission or the equivalent federal agency or officer shall constitute evidence of a violation of contract under this paragraph.

If CONTRACTOR is found in violation of the nondiscrimination provisions of this agreement or the applicable affirmative action guidelines pertaining to this agreement, CONTRACTOR shall be found in material breach of this agreement. Thereupon, CITY shall have the power to cancel or suspend this agreement, in whole or in part, or to deduct from the amount payable to CONTRACTOR the sum of Two Hundred Fifty Dollars (\$250) for each calendar day during which CONTRACTOR is found to have been in such noncompliance as damages for said breach of contract, or both.

22. AGREEMENT CONTAINS ALL UNDERSTANDINGS. This document represents the entire and integrated agreement between CITY and CONTRACTOR and supersedes all prior negotiations, representations, or agreements, either written or oral. This document may be amended only by written instrument, signed by both CITY and CONTRACTOR. All provisions of this agreement are expressly made conditions. This agreement shall be governed by the laws of the State of California.

P.O. No. _____

IN WITNESS WHEREOF, the parties have executed this Contract, in duplicate, the day and year first hereinabove written.

CITY OF CUPERTINO:

By: [Signature]
Mayor

Attest: Kimberly Smith
City Clerk

Date: June 6, 2005
City Clerk

CONTRACTOR:

Professional Turf Management, Inc.

By: [Signature] 5/24/05

Notary acknowledgment is required. If a corporation, corporate seal and corporate notary acknowledgment and Federal Tax I.D. are required. If not a corporation, a Social Security No. is required.

Social Security # _____ Federal Tax I.D. # 06-1669163

Contractor's License No. 826508

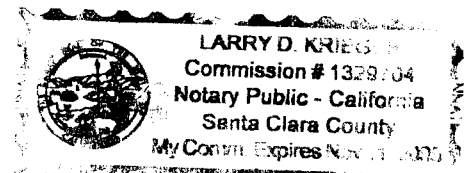
APPROVED AS TO FORM:

[Signature]
City Attorney

County of Santa Clara }
State of California }
5/24/05

Project Name & Number: BLACKBERRY FARM GOLF COURSE MAINTENANCE
Project No. 2005-01

Contractor Name & Address: Professional Turf Management, Inc.
1272 Lincoln Avenue
San Jose, CA 95125



Contract Amount: \$ 186,720.00 per year (\$ 373,440.00 for two years)

Account Number: 560-6640-7014

File No.: 92,054.13

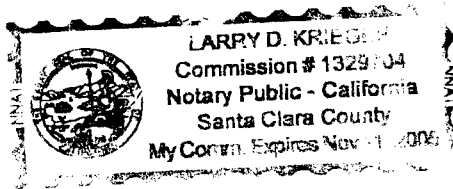
JURAT

State of California }
County of Santa Clara } ss.

Subscribed and sworn to (or affirmed) before me
this 24th day of May, 2005, by

(1) Andy E. Slack
Name of Signer(s)

(2) _____
Name of Signer(s)



[Signature]
Signature of Notary Public

OPTIONAL

Though the information in this section is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

RIGHT THUMBPRINT
OF SIGNER #1
Top of thumb here

RIGHT THUMBPRINT
OF SIGNER #2
Top of thumb here

B. BID PROPOSAL***BLACKBERRY FARM GOLF COURSE MAINTENANCE, RE-BID
PROJECT NO. 2005-01***

TO: THE DIRECTOR OF PUBLIC WORKS, CITY OF CUPERTINO, STATE OF CALIFORNIA

Dear Sir:

In compliance with the plans and specifications furnished for the work of the ***BLACKBERRY FARM GOLF COURSE MAINTENANCE***, the City of Cupertino, ***PROJECT 2005-01***, the undersigned, hereby declare that I have read the proposal requirement, visited the sites, and examined the specifications. I, the undersigned, hereby propose to do all work required to complete the work in accordance with the plans and specifications for the prices set forth in the following schedule. I further understand that said prices include all costs including, but not limited to, local, state and federal taxes, and transportation costs.

I, the undersigned, also understand that the quantities shown below are estimated estimates only, being given as a basis for comparison of bids. The City of Cupertino does not state that the actual amount of work will correspond but reserves the right to increase or decrease the amount of any class or portion of the work or to omit items or portions of work deemed unnecessary by the Engineer.

The City of Cupertino reserves the right to unilaterally determine and award the contract to the lowest responsible bidder except as otherwise provided in chapter 3.23 of the City Municipal Code. Which allows for rejection of any and all bids, or to waive any irregularities in the procedures.

The work to be done consists of furnishing all labor, methods of process, tools, machinery and material required to complete the ***BLACKBERRY FARM GOLF COURSE MAINTENANCE, PROJECT NO. 2005-01*** as described in the Special Provisions and Technical Provisions.

In the event of discrepancies between the written unit price and the numerical unit price, the written unit price shall govern.

I, the undersigned, shall diligently prosecute the work to completion as specified in the Special Provisions. I further understand that I shall pay liquidated damages to the City of Cupertino in the sum specified in the Special Provisions.

This amount of liquidated damages shall be deducted by the City from monies due from the Contractor hereunder, or the Contractor's assigned, successors, and sureties shall be liable to the City for any excess.

ESTIMATED QUANTITIES

The bid unit prices for this project shall be as outlined below.

<u>Bid Item</u>	<u>Est.Qty.</u> <u>Unit</u>	<u>Item</u>	<u>Unit Price</u>	<u>Total</u>
1.	12 Month	Provide Maintenance at Blackberry Farm Golf Course Fifteen thousand five hundred dollars and zero cents. Per Month	\$ <u>15,500.00</u> /MO.	\$ <u>186,000.00</u>
2.	12 Each	Soil Sample Collection and Testing <u>Sixty dollars and zero cents</u> Per Each	\$ <u>60.00</u> /EA.	\$ <u>720.00</u>
TOTAL BID				\$ <u>186,720.00</u>

I, the undersigned, agree that if this proposal is accepted, I will enter into a contract with the City of Cupertino to provide all necessary machinery, tools, apparatus, and other means of construction and to do all the work specified in the contract in the manner and time specified.

I, the undersigned, declare that this bid is made without connection with any person, firm, or corporation making a bid for the same work, and is in all respects fair, and without collusion or fraud.

I, the undersigned, recognize that the Director of Public Works of the City of Cupertino will reserve the right to establish the priority of one job over another and each starting date where conflict of construction schedules occur.

Attached hereto is the required certified check or bid bond in the amount of \$ 19,000, as required by law and the Notice to Bidders. (10% of bid amount)

**NONCOLLUSION AFFIDAVIT TO BE EXECUTED BY
BIDDER AND SUBMITTED WITH BID**

I, the undersigned, being first duly sworn, depose and say that I am

Vice President
(Business Title)

of Professional Turf Management, Inc.
(Business Name)

the party making the foregoing bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract. All statements contained in the bid are true and, further, the bidder has not, directly or indirectly, submitted the bid price or any breakdown thereof, or contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

BIDDER QUALIFICATION FORM

In further compliance with the specifications furnished, I, the undersigned, submit the following statements as to my experience and qualifications to perform this work as a part of this proposal.

We have been in business under the present name for 3 years.

Our experience in work comparable with that required by the proposal contract is 3 years operating under the following different name(s).

Spot Water Management, Inc. and
Professional Turf Management, Inc.

My California Contractor's License Number is 826508.

The classification of my Contractor's License is C-27.

The expiration date for my Contractor's License is October 31, 2005.

* (This Section for City use only)

* The above information has been verified by _____
on _____.

* Contractors State License Board (800) 321-2752 or (408) 277-1244.

Where federal funds are involved, no bid submitted shall be invalidated by the failure of the bidder to be licensed in accordance with the laws of the State of California, however, at the time the contract is awarded the contractor shall be properly licensed.

BIDDER HISTORY OF WORK

The following is an example of work similar in character to that required in the proposed contract which our organization or personnel in our organization has completed within the past three (3) years.

Year	Location	Type of Work	For Whom Performed	Contact Phone No.	Amount
2002-2005	Blackberry Farm GC	--Maintenance--	City of Cupertino	--Mike O'Dowd--408-777-3143--	\$180,000
2002-2005	Blackberry Farm GC	--GC Renovation--	City of Cupertino	--Mike O'Dowd--408-777-3143--	\$112,000
2003-2005	Emerald Hills GC	--GC Maintenance--	Redwood City Elks Lodge	--Gary Sowers--650-369-1991--	\$260,000
2004	Emerald Hills GC	--Irrigation Installation Management--	Redwood City Elks Lodge	--Gary Sowers--650-369-1991--	\$200,000
2004	Santa Clara GC	--GC Renovation--	City of Santa Clara	--Larry Wolfe--408-615-2261--	\$15,000

SUBCONTRACTOR'S FORM

The subcontractor(s), as defined in the General Provisions and in Section 7026 of the California Business and Professions Code, that I propose to hire to perform any of the work for this project in an amount in excess of one-half of one percent (0.5%) of the total bid are listed below. Only those listed below shall perform work on this project and each of them has been provided with a full and complete set of plans and specifications for this project by the bidder.

1. Name --NA-- Contractor's License No. _____

Address & phone no. _____

Work to be Performed _____

2. Name --NA-- Contractor's License No. _____

Address & phone no. _____

Work to be performed _____

3. Name _____ Contractor's License No. _____

Address & phone no. _____

Work to be performed _____

4. Name _____ Contractor's License No. _____

Address & phone no. _____

Work to be performed _____

5. Name _____ Contractor's License No. _____

Address & phone no. _____

Work to be performed _____

6. Name _____ Contractor's License No. _____

Address & phone no. _____

Work to be performed _____

BIDDER'S SIGNATURE FORM

IF YOU ARE AN INDIVIDUAL, SO STATE. IF YOU ARE A COMPANY OR A CO-PARTNERSHIP, STATE THE COMPANY NAME AND LIST THE NAMES OF ALL INDIVIDUAL CO-PARTNERS COMPOSING THE COMPANY. IF YOU ARE A CORPORATION, STATE THE LEGAL NAME OF THE CORPORATION AND THE NAMES OF THE PRESIDENT, SECRETARY-TREASURER, AND MANAGER. THE CORPORATE SEAL MUST BE AFFIXED TO THIS FORM. ENTER THE NAME OF YOUR BUSINESS ON THE LINE OPPOSITE THE APPROPRIATE BUSINESS TYPE.

TYPE OF BUSINESS Golf Course Management NAME OF BUSINESS Professional Turf Management, Inc.

CORPORATION: Professional Turf Management, Inc.

CO-PARTNERSHIP: _____

INDIVIDUAL: _____

JOINT VENTURE: _____

OTHER: _____
(Describe)

Name and Signature of Bidder: Andy Slack
(Print or type name)

Date: 4/15/05

Address (mailing & location): Don Naumann, President

Andy Slack, Secretary-Treasurer

Professional Turf Management, Inc.

1272 Lincoln Avenue, San Jose, CA 95125

Telephone Number: () 408-998-2717

E-Mail Address: aslack@spotwater.com

Acknowledgment of all addenda received is required by circling each addendum number.

① 2 3 4 5 6 7 8 9 10

INSURANCE FORMS INSTRUCTIONS

FOR ITEMS 3, 4 AND 5, THE FORMS PROVIDED BY THE CITY OF CUPERTINO MUST BE USED. FORMS OTHER THAN THESE WILL NOT BE ACCEPTED.

ALL DOCUMENTS MUST BE ORIGINALS - SUBMIT IN TRIPLICATE

1. Insurance Agreement - **Must** be signed by Contractor.
2. Certificate of Insurance to the City of Cupertino - **must** be completed by the insurance agent or **must** provide a certificate on the company's form. They **must** contain the same information.
3. Endorsement of Additional Insured and Primary Insurance and Notice of Cancellation - **must** be signed by the insurance agent for general liability and automobile liability only.
4. Comprehensive general liability/commercial general liability endorsement of aggregate limits of insurance per project - **must** be signed by the insurance agent for general liability only.
5. Waiver of subrogation endorsement worker's compensation insurance - **must** be signed by the insurance agent for worker's compensation only.



INSURANCE AGREEMENT

- A. Contractor is aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for worker's compensation or undertake self-insurance in accordance with the provisions of that Code, and will comply with such provisions before commencing the performance of the work of this Contract.
- B. Contractor and all subcontractors will carry worker's compensation insurance for the protection of its employees during the progress of the work. The insurer shall waive its rights of subrogation against the City, the City's officers, agents and employees and shall issue an endorsement to the policy evidencing same.
- C. Contractor shall carry at all times, on all operations hereunder, commercial general liability insurance, automobile liability insurance and builder's all risk insurance. All insurance coverage shall be in amounts required by the City and shall be evidenced by the issuance of a certificate in a form prescribed by the City and shall be underwritten by insurance companies satisfactory to the City for all operations, sub-contract work, contractual obligations, product or completed operations, all owned vehicles and non-owned vehicles. Said insurance coverage obtained by the Contractor, excepting worker's compensation coverage, shall name the City, its engineer, and each of its directors, officers, agents and employees, as determined by the City, as additional insureds on said policies. Insurers must be licensed to do business in the State of California. The Insurers must also have an "A" policyholder's rating and a financial rating of at least Class VII in accordance with the current Best's Guide Rating or that is otherwise acceptable to the City.
- D. Before Contractor performs any work at, or prepares or delivers materials to, the site of construction, Contractor shall furnish certificates of insurance evidencing the foregoing insurance coverages and such certificates shall provide the name and policy number of each carrier and policy and that the insurance is in force and will not be canceled or modified without thirty (30) days written notice to the City. Contractor shall maintain all of the foregoing insurance coverages in force until the work under this Contract is fully completed. The requirement for carrying the foregoing insurance shall not derogate from the provisions for indemnification of the City by Contractor under this Contract and for the duration of the warranty period. Notwithstanding nor diminishing the obligations of Contractor with respect to the foregoing, Contractor shall maintain in full force and effect during the life of this Contract, the following insurance in amounts not less than the amounts specified and having a Best's Guide Rating of A, Class VII or better or that is otherwise acceptable to the City.

LIMITS

Worker's Compensation
& Employers' Liability

In accordance with the Worker's Compensation
Act of the State of California – Worker's comp –
"statutory" per CA Law; Employers' Liability –
\$1,000,000 per occurrence.

General Liability - commercial general liability; including provisions for contractual liability, personal injury, independent contractors and products – completed operations hazard.

Combined single limit of \$1.0 million per occurrence; \$2.0 million in the aggregate.

Automobile Liability - comprehensive covering owned, non-owned and hired automobiles.

Combined single limit of \$1.0 million per occurrence.

Consultants only: Errors and Omissions liability.

\$1.0 million per occurrence.

Professional Turf Management, Inc.
(Contractor's Name)

By: 

Dated: 5/24

2015



CERTIFICATE OF INSURANCE TO THE CITY OF CUPERTINO

This certifies to the City of Cupertino that the following described policies have been issued to the insured named below and are in force at this time.

Insured: Professional Turf Management
Address: 1272 Lincoln Avenue
San Jose, CA 95125

Description of operations/locations/products insured (show contract name and/or number, if any):
Provides golf course maintenance (mowing, leaf blowing, raking)
and an employee who is certified to do pesticide spraying.

WORKER'S COMPENSATION
State Compensation
Insurance Fund

* Statutory Min.
* Employer's
Liability

(name of insurer)

\$ 1,000,000 \$ 1,000,000 \$ 1,000,000

Insurance Company's State License No. _____

Check Policy Type:

Each Occurrence

\$ 1,000,000

**COMPREHENSIVE GENERAL
LIABILITY**

☒ Premises/Operations

General Aggregate
(if applicable)

\$ 2,000,000

☒ Owners & Contractors
Protective

Aggregate

\$ 2,000,000

☒ Contractual for Specific
Contract
\$ _____

Personal Injury

\$ 1,000,000

☒ Products Liability

☒ XCU Hazards

☒ Broad Form P.D.

Fire Damage (any one fire) \$ 100,000

☒ Severability of Interest
Clause

☒ Personal Injury with
Employee Exclusion Removed
or

Medical Expense
(any one person)
Self-Insured

\$ 5,000

COMMERCIAL GENERAL LIABILITY

Retention

\$ 500

Scottsdale Insurance Company

(name of insurer)

Policy No. CLS1122013

Expiration Date 04/01/2006

AUTOMOTIVE/VEHICLE LIABILITY
Commercial Form
Liability Coverage

BODILY INJURY
Each Person

PROPERTY DAMAGE
Each Accident

\$ N/A
Each Accident

\$ N/A

N/A

(name of insurer)

\$ N/A

or

Combined Single Limit \$ N/A

Policy No. N/A

Expiration Date N/A

KV
(agent's initial)

A copy of all Endorsements to the policy(ies) which in any way
limit the above-listed types of coverage are attached to this

Certificate of Insurance.

This Certificate of Insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policies listed herein. Notwithstanding any requirement, term, or condition of any contract or any other document with respect to which this Certificate of Insurance may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

IT IS HEREBY CERTIFIED that the above policy(ies) provide liability insurance as required by the Agreement between the City and the insured.

By: Kelly J. Velazquez

Dated: 5/9 20 05

Attach Certificate of Insurance and Additional Insured Endorsement on company forms.

ACORD_{TM} CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/9/2005

PRODUCER

Volpatti Insurance Services
39350 Civic Center Drive, #411
Fremont, CA 94538
510-505-0283

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

INSURED

Professional Turf
Management, Inc.
1272 Lincoln Aveue
San Jose, ca 95125

INSURERS AFFORDING COVERAGE

NAIC#

INSURER A: Scottsdale Insurance Company

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	CLS1122013	04/01/05	04/01/06	EACH OCCURRENCE \$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
						MED EXP (Any one person) \$ 5,000
						PERSONAL & ADV INJURY \$ 1,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				GENERAL AGGREGATE \$ 2,000,000
						PRODUCTS - COMP/OP AGG \$ 2,000,000
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$
						BODILY INJURY (Per person) \$
						BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$
						OTHER THAN EA ACC \$
						AUTO ONLY: AGG \$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				EACH OCCURRENCE \$
						AGGREGATE \$
						\$
						\$
						\$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATUTORY LIMITS OTH-ER \$
						E.L. EACH ACCIDENT \$
						E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$
		OTHER				

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

City of Cupertino is named as additional insured as their interest may appear. Additional insured endorsement to follow. Other applicable endorsements are: primary wording, waiver of subrogation. All endorsements to follow.

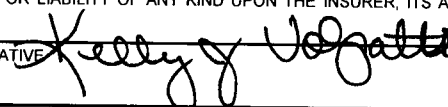
CERTIFICATE HOLDER

City of Cupertino
10300 Torre Avnue
Cupertino, CA 95014

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



STATE
COMPENSATION
INSURANCE

P.O. BOX 420807, SAN FRANCISCO, CA 94142-0807

FUND**CERTIFICATE OF WORKERS' COMPENSATION INSURANCE**

ISSUE DATE: 05-09-2005

GROUP: 000713
POLICY NUMBER: 13701-2004
CERTIFICATE ID: 1
CERTIFICATE EXPIRES: 04-01-2006
04-01-2005/04-01-2006CITY OF CUPERTINO
10300 TORRE AVE
CUPERTINO CA 95014

This is to certify that we have issued a valid Worker's Compensation insurance policy in a form approved by the California Insurance Commissioner to the employer named below for the policy period indicated.

This policy is not subject to cancellation by the Fund except upon 10 days advance written notice to the employer.

We will also give you 10 days advance notice should this policy be cancelled prior to its normal expiration.

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policy listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate of insurance may be issued or to which it may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions, and conditions, of such policy.



AUTHORIZED REPRESENTATIVE



PRESIDENT

EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: \$1,000,000 PER OCCURRENCE.

EMPLOYER

PROFESSIONAL TURF MANAGEMENT, INC
1272 LINCOLN AVE
SAN JOSE CA 95125

[B19,NB]

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
City of Cupertino 10300 Torre Avenue Cupertino, CA 95014	Blackberry Golf Course 22100 Stevens Creek Blvd Cupertino, CA
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

It is further agreed that this insurance shall be Primary, but only in the event of the Named Insured's sole negligence.

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 24 04 10 93

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

City of Cupertino
10300 Torre Avenue
Cupertino, CA 95014

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

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (Section IV – COMMERCIAL GENERAL LIABILITY CONDITIONS) is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.



**ADDITIONAL INSURED ENDORSEMENT
and
ENDORSEMENT OF PRIMARY INSURANCE
and
NOTICE OF POLICY
CANCELLATION ENDORSEMENT**

Project Title and Number: Blackberry Farm GC Maintenance Proj #: 2005-01

In consideration of the policy premium and notwithstanding any inconsistent statement in the policy to which this Endorsement is attached or any other Endorsement attached thereto, it is agreed as follows:

The City of Cupertino ("City") and its directors, officers, engineers, agents and employees, and all public agencies from whom permits will be obtained and their directors, officers, engineers, agents and employees are hereby declared to be additional insureds under the terms of this policy, but only with respect to the operations of the Contractor at or upon any of the premises of the City in connection with the Contract with the City, or acts or omissions of the additional insureds in connection with, but limited to its general supervision or inspection of said operations.

The insurance afforded by this policy is primary insurance, and no additional insurance held or owned by the designated additional insured(s) shall be called upon to cover a loss under said additional policy.

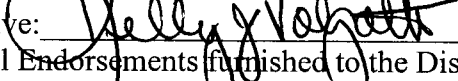
Cancellation Notice. The insurance afforded by this policy shall not be suspended, voided, canceled, reduced in coverage or in limits, or materially altered, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City of Cupertino ("City"). Such notice shall be addressed to the City as indicated below.

POLICY INFORMATION

1. Insurance Company: Scottsdale Insurance Company
2. Insurance Policy Number: CLS1122013
3. Effective Date of this Endorsement: May 6 20 05
4. Insured: Professional Turf Management

All notices herein provided to be given by the Insurance Company to the City in connection with this policy and these Endorsements, shall be mailed to or delivered to the City at 10300 Torre Avenue; Cupertino, California 95014.

I, Kelly J. Volpatti (print/type name)
warrant that I have authority to bind the below listed Insurance Company and by my signature hereon do so bind this Company.

Signature of Authorized Representative: 
(Original signature required on all Endorsements furnished to the District)

Names of
Agent/Agency: Volpatti Insurance Services Title: Owner

Address: 39210 State Street, Ste 110 Telephone: 510-505-9077
Fremont, CA 94538 Facsimile: 510-505-0284



**COMPREHENSIVE GENERAL LIABILITY
COMMERCIAL GENERAL LIABILITY
ENDORSEMENT OF AGGREGATE LIMITS OF
INSURANCE PER PROJECT**

Project Title and Number: Blackberry Farm GC Maintenance Proj #: 2005-01

In consideration of the policy premium and notwithstanding any inconsistent statement in the policy to which this Endorsement is attached or any other Endorsement attached thereto, it is as follows:

This Endorsement modifies the insurance provided under the General Liability Coverage part of the below-referenced policy of insurance.

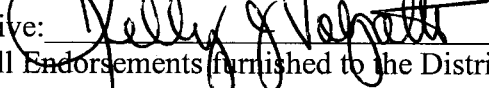
The general aggregate limit under LIMITS OF INSURANCE applies separately to the project described as Blackberry Farms Golf Course

POLICY INFORMATION

1. Insurance Company: Scottsdale Insurance Company
2. Insurance Policy Number: CLS1122013
3. Effective Date of this Endorsement: May 6 2005
4. Insured: Professional Turf Management
5. Additional Insured: City of Cupertino, its directors, officers, agents and employees.

All notices herein provided to be given by the Insurance Company to the City in connection with this policy and this Endorsement, shall be mailed to or delivered to the City at 10300 Torre Avenue; Cupertino, California 95014.

I, Kelly J. Volpatti (print/type name)
warrant that I have authority to bind the below listed Insurance Company and by my signature hereon do so bind this Company.

Signature of Authorized Representative: 
(Original signature required on all Endorsements furnished to the District)

Names of

Agent/Agency: Volpatti Insurance Service
Address: 39210 State St, Ste 110
Fremont, CA 94538

Title: Owner
Telephone: 510-505-9077
Facsimile: 510-505-0284



**WAIVER OF SUBROGATION ENDORSEMENT
WORKER'S COMPENSATION INSURANCE**

Project Title and Number: Blackberry Farm GC Maintenance Proj #: 2005-01

In consideration of the policy premium and notwithstanding any inconsistent statement in the policy to which this Endorsement is attached or any other Endorsement attached thereto, it is agreed as follows:

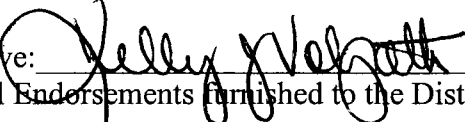
It is agreed that with respect to such insurance as is afforded by the policy, the Insurance Company waives any right of subrogation against the City of Cupertino, and each of its directors, officers, agents, consultants and employees by reason of any payment made on account of injury, including death resulting therefrom, sustained by any employee of the insured, arising out of the performance of the above-referenced Contract.

POLICY INFORMATION

1. Insurance Company: State Compensation Insurance Fund
2. Insurance Policy Number: 713-13701-2004
3. Effective Date of this Endorsement: May 6 20 05
4. Insured: Professional Turf Management

All notices herein provided to be given by the Insurance Company to the City in connection with this policy and this Endorsement, shall be mailed to or delivered to the City at 10300 Torre Avenue; Cupertino, California 95014.

I, Kelly J. Volpatti (print/type name)
warrant that I have authority to bind the below listed Insurance Company and by my signature hereon do so bind this Company.

Signature of Authorized Representative: 
(Original signature required on all Endorsements furnished to the District)

Names of
Agent/Agency: Volpatti Insurance Services Title: Owner
Address: 39210 State Street, Ste 110 Telephone: 510-505-9077
Fremont, Ca 94538 Facsimile: 510-505-0284