



CUPERTINO

**APPROVED MINUTES
CUPERTINO CITY COUNCIL
Regular Meeting
Tuesday, March 16, 2010**

ROLL CALL

At 6:00 p.m. Mayor Kris Wang called the regular meeting to order in the Council Chamber, 10350 Torre Avenue, Cupertino, California.

Present: Mayor Kris Wang, Vice-Mayor Gilbert Wong, and Council members Barry Chang, Orrin Mahoney, and Mark Santoro. Absent: none.

CLOSED SESSION – 6:00 p.m.

At 6:00 p.m., Council recessed to a closed session to conduct the conference with the real property negotiator.

1. Conference with real property negotiator (Government Code 54956.8):
 1. Property: 20410 Town center Lane, Suite 210 Cupertino
 2. Agency negotiator: Carol Korade
 3. Negotiating parties: City of Cupertino and Cornish & Carey Commercial on behalf of TA Associates Realty
 4. Under negotiation: Price and terms of payment

Council reconvened in open session at 6:45 p.m. Mayor Kris Wang announced that no action was taken.

PLEDGE OF ALLEGIANCE

At 6:48 p.m. Mayor Kris Wang called the regular meeting to order in the Council Chamber, 10350 Torre Avenue, Cupertino, California, and led the Pledge of Allegiance.

Present: Mayor Kris Wang, Vice-Mayor Gilbert Wong, and Council members Barry Chang, Orrin Mahoney, and Mark Santoro. Absent: none.

Council concurred to take up Ceremonial Matters – Presentations when the presenters and recipients arrived.

POSTPONEMENTS - None

WRITTEN COMMUNICATIONS

Deputy City Clerk Grace Schmidt distributed an amended staff report for Item No. 20.

ORAL COMMUNICATIONS

Dennis Whittaker distributed an email of his interview with Gloria Kiefer regarding his experiences in Vietnam during the war. He talked about the sacrifices that men and women are currently making in the armed forces, and asked that Cupertino take the lead in setting an example by having a moment of silence during a Council meeting once or twice a year, at times other than Memorial Day or Veteran's Day. Mayor Wang noted that she would adjourn this meeting in recognition of veterans and those serving overseas.

The Lawson Middle School Destination Imagination Team, called The Five Cheeses, Janaye S., Mansi S., Shivani S., Sanika P., and Tanaya P. gave a PowerPoint presentation regarding declining native plants. They explained that native plants are needed to help reserve water and avoid drought, and are cost efficient over time. They said the community can help by planting native plants and educating their neighbors and friends. They noted that Lawson Middle School is planting an all native garden and the school will have a booth at the Earth Day Festival. They asked if Council could be an example in the community by planting native plants and motivating residents to do the same.

Ray Crump asked for information and clarification on the below market rate (BMR) housing program in Cupertino. Specifically, he noted that several of the BMR units have come onto the normal resale market and that there is a disparity of about \$600,000 between the control price of the unit and the market price. He said he was concerned about where the money has gone and that it seems the BMR units have been lost from the pool with no replenishment in the near future. The City Attorney responded that three lawsuits are currently in progress and that the City has taken steps to avoid this type of problem again.

CONSENT CALENDAR

Wong moved and Mahoney seconded to approve the items on the Consent Calendar as recommended, with the exception of Item Nos. 4 and 19 which were pulled for discussion. Ayes: Chang, Mahoney, Santoro, Wang, and Wong. Noes: None. Abstain: None.

5. Adopt resolutions accepting Accounts Payable for February 26 and March 5, Resolution Nos. 10-045 and 10-046.
6. Adopt a resolution accepting Payroll for March 5. Resolution No. 10-047.
7. Accept the Treasurer's Investment & Budget Report for January 2010.
8. Adopt a resolution rescinding Resolution No. 07-129 and changing the mandatory waiting period before commissioners can apply for the same commission or committee from one to two years, Resolution No. 10-048.

9. Review bids and award the contract for Blackberry Farm Golf Course Maintenance, Project No. 2010-01 to Professional Turf Maintenance in the amount of \$174,420.00 per year.
10. Adopt a resolution accepting a Quitclaim Deed and Authorization for Underground Water Rights, Pyda Srisuresh and Lakshmi Pyda, 10511 Beardon Drive, APN 326-30-177, Resolution No. 10-049.

The property owners of this residential development agree to grant to the City the right to extract water from the basin under the overlying property.

11. Adopt a resolution accepting a Quitclaim Deed and Authorization for Underground Water Rights, Bernard P. Murphy and Yvonne M. Murphy, 10123 Berkshire Court, APN 342-12-104, Resolution No. 10-050.

The property owners of this residential development agree to grant to the City the right to extract water from the basin under the overlying property.

12. Adopt a resolution accepting a Grant of Easement for Storm Drain Purposes, City of Cupertino, 10981 Franco Court, APN 326-09-025, Resolution No. 10-051.

The City of Cupertino hereby grants to Villa Serra Apartments the right and privilege to enter upon said lands contiguous to and along the line of said property for the purpose of locating, construction, repairing, maintaining or replacing said storm drain.

13. Adopt a resolution accepting a Grant of Easement for Fire Department water purposes, City of Cupertino, 10981 Franco Court, APN 326-09-025, Resolution No. 10-052.

The City of Cupertino hereby grants to Villa Serra Apartments the right and privilege to enter upon said lands contiguous to and along the line of said property for the purpose of locating, construction, repairing, maintaining or replacing said Fire Department water.

14. Adopt a resolution approving an Improvement Agreement, Carola V. Elliot, 10128 Lebanon Drive, APN 342-14-023, Resolution No. 10-053.

Through the improvement agreement with the City, the applicant for a building permit for a single-family residential development will be obligated to bond and construct city-specified roadside improvements along the street frontage of their building site.

15. Adopt a resolution accepting a Quitclaim Deed and Authorization for Underground Water Rights, Carola V. Elliot, 10128 Lebanon Drive, APN 342-14-023, Resolution No. 10-054.

The property owner of this residential development agrees to grant to the City the right to extract water from the basin under the overlying property.

16. Adopt a resolution accepting a Quitclaim Deed and Authorization for Underground Water Rights, Daniel R. Cook and Kelly U. Dao, 10735 Pinole Court, APN 369-34-019, Resolution No. 10-055.

The property owners of this residential development agree to grant to the City the right to extract water from the basin under the overlying property.

17. Accept a City Project performed under Contract: 2009 Slurry Seal Project No. 2009-06, American Asphalt. (No documentation in packet).

The City's contractor, American Asphalt, has completed work on the 2009 Slurry Seal Project. The work consisted of roadway surface improvements including placement of slurry seals, cape seals, and chip seals.

18. Adopt a resolution supporting the City of Cupertino's participation in Google's Fiber for Communities request for information, Resolution No. 10-056.

ITEMS REMOVED FROM THE CONSENT CALENDAR (above)

4. Approve the minutes from the February 23 and March 2 City Council meetings.

Council member Chang noted the following corrections to the February 23 minutes: On page 4-3, Joyce Eden was asked to send a letter to the Legislative Committee regarding monitoring emissions from the Lehigh kiln; and on page 4-3, correct the name of the Bay Area Air Quality Management District.

Chang also noted the following corrections to the March 2 minutes: On page 4-6, the postponement section should read, "Wong moved and Mahoney seconded"; and on page 4-9, Chang's comments should include that the City has other important things to do besides the dog park issue, such as traffic around the schools, solving the problem of overcrowding in the library, and the problem with vacant retail businesses.

Chang moved and Mahoney seconded to approve the minutes as amended. The motion carried unanimously.

19. Endorse ***Their Future is Now!***, a partnership between the parent community, the Cupertino Educational Endowment Foundation (CEEF) and the Cupertino Union School District. ***Their Future is Now!*** will step in where state funding leaves off to keep our schools academically sound and nationally competitive.

Julie Lin explained that the Cupertino Union School District faces a \$7.3 million budget shortfall and will lose up to 115 teachers in grade levels K-8 across the District, greatly impacting the students. She said that the campaign seeks to raise \$3 million by May 15 and that on the first day of their official launch had already raised \$220,000. She noted that the donations came from both parents and leaders in the community.

Scott Plautz, CEEF Board member and Chair of the *Their Future is Now!* campaign, thanked the parent community and asked Council to endorse and support the campaign. For more information go to www.ceefcares.org.

Wong moved and Mahoney seconded to endorse the program. The motion carried unanimously.

PUBLIC HEARINGS - None

UNFINISHED BUSINESS

20. Review and adopt the 2009-10 City Council work program.

Written communications for this item included an amended staff report with the corrected title of "2010-11 City Council work program."

City Manager David Knapp reviewed the work program as it was amended on February 23, and he also reviewed the wish list items that Council discussed on that date.

Council discussed the wish list items in more detail to determine which ones should be discussed as a part of the budget, and which ones should be added to the work program.

At 8:19 p.m. Mayor Wang interrupted discussion of this item to take up the Ceremonial Matters – Presentations items.

CEREMONIAL MATTERS – PRESENTATIONS

2. Proclamation to Cupertino High School for their Dell Award. (No documentation in packet).

Mayor Wang presented the proclamation to the students in recognition of winning the nationwide Dell Computers Superprom Contest. The students wanted to help students in developing countries who were less fortunate than them and planned to raise \$100,000 to upgrade the Nthimbiri secondary school in Kenya. They pledged to channel their winnings to the school if they won the contest.

The students gave a packet to each Council member containing news articles and more information about their mission and the next steps.

Fremont Union High School District (FUHSD) Superintendent Polly Bove recognized the teachers who helped with the fundraising campaign.

3. Presentation by Polly Bove regarding the State of the District. (No documentation in packet).

Fremont Union High School District (FUHSD) Superintendent Polly Bove presented a PowerPoint presentation on the State of the District. She highlighted the following information: students participated in many community and Haiti relief fundraisers; FUHSD is the 3rd highest performing high school district in the state, all five schools are ranked in the top 6%, 90% of graduating students enter college, 55% go directly to four-year universities, and the average GPA is over 3.0; one student in Cupertino, David Liu, won second prize in the Intel Talent Search; over the last two years the District was \$10.7 million short and in order to handle that shortfall, has cut \$500,000 by reducing staff costs, all employee groups have frozen compensation, \$1 million was cut from adult and community education, and summer school is being reduced. Superintendent Bove distributed information on the, "Please Don't Cut That" project and noted that Measure B would be on the upcoming ballot to renew the parcel tax. More information can be found at www.fhsd.org.

Michael Gottwald asked to not have any education or athletic programs be cut and to vote for Measure B.

The City Council received the report, and directed staff to have the Legislative Committee look at Measure B for possible Council support on an upcoming agenda.

Council continued with Item No. 20 regarding the work program.

UNFINISHED BUSINESS - continued

20. Review and adopt the 2009-10 City Council work program.

The City Council continued their discussion about the February 23 wish list items.

Jennifer Griffin reported that construction has begun for the Sterling Barnhart Park in the Rancho Rinconada area and said that the neighbors are very excited. She also said that she was pleased to see that the acquisition of the Lawrence Mitty Park is still on the Council work program and hopes that this would be able to happen in the near future.

Council concurred to direct staff to amend the work program to include the following wish list items, and place it on the Consent Calendar for adoption.

- Review plans for Simms & Stocklmeir and consider including in the CIP
- Support the four city task force investigating possible Stevens Creek Trail alignment
- Investigate additional parking opportunities around Civic Center
- Track status of efforts to encourage walking/biking to school
- Look for ways to become more resource efficient

The City Council recessed from 9:23 p.m. to 9:38 p.m.

NEW BUSINESS

21. Consider a request from the Cupertino Cricket Academy:
 - a. Use of Library Field for a National Women's Cricket Tournament during Spring 2010
 - b. Conversion of the Cricket pitch at Library Field to a Turf Wicket Pitch

Parks and Recreation Director Mark Linder reviewed the staff report.

Hemant Buch, from the California Cricket Academy, gave a PowerPoint presentation regarding the objective and benefit of putting in a new cricket pitch. Another gentleman who is a pitch expert answered some of Council's questions.

Mahoney moved and Santoro seconded to waive the existing park use policy for the tournament, spend up to \$3000 of initial cost, and up to \$5000 annually to maintain the cricket pitch. Wang offered a friendly amendment to spend \$2000 of initial cost and up to \$3000 annually for maintenance. Mahoney did not accept the friendly amendment. The motion carried with Council member Chang voting no.

22. Authorize the City Manager to negotiate and execute the fourth amendment to the lease for 20410 Town Center Lane, Suite 210, in accordance to the terms of the proposal attached as Exhibit B.

City Manager Dave Knapp asked to have Council amend the wording to say, "Authorize the City Manager to negotiate and execute a lease..."

Wong moved and Santoro seconded to authorize the City Manager to negotiate the lease using the amended language. The motion carried with Council member Chang voting no.

23. Authorize the City Manager and City Attorney to prepare an ordinance for City Council's consideration to move the date of the City's general municipal election and consolidate it with the statewide general election commencing in November 2012.

Administrative Services Director Carol Atwood reviewed the staff report.

Tom Hugunin noted that the Cupertino Sanitary District also has an election during the odd-numbered years. He said he was concerned that with the increased voter turnout, candidates would have to increase the amount of money they are currently allowed to spend. He said he was also concerned about the ability to find enough volunteers with other elections happening at the same time.

Keith Murphy said he agreed with the previous speaker and also noted that any referendums or measures might have to go to a special election costing more money. He suggested waiting until the Cupertino Union School District board had made a decision whether to change its election year before paying the one-time \$20,000 fee to the County.

Mahoney moved and Chang seconded to direct the City Manager and the City Attorney to prepare an ordinance for the second meeting in May for City Council's consideration to move the date of the City's general municipal election and consolidate it with the statewide general election commencing in November 2012. The motion carried with Council member Chang voting no. Council member Chang had noted earlier in the discussion that he would like to save money by shortening the term of the current Council and hold an election in 2010 rather than extending the term by a year. He also said that any change the Council makes to the election shouldn't benefit the current Council.

ORDINANCES

24. Conduct the second reading of Ordinance No. 10-2055: "An Ordinance of the City Council of the City of Cupertino amending the Heart of the City Specific Plan to update the Heart of the City Specific Plan and achieve conformance with the General Plan." (Continued from March 2).

Jennifer Griffin said that it's important for the Stevens Creek Blvd. corridor to have the same look and feel all the way from the Oaks shopping center to I-280 in Rancho Rinconada. She urged Council to keep the double row of street trees and said she was glad the 35-foot right-of-way would be kept along Stevens Creek Blvd.

Tom Hugunin said that the project looked good to him.

Keith Murphy said that future public outreach done for stakeholders should let them use the new tools and education to participate.

Council made some minor formatting changes to page 17, 21, Appendix B, and Appendix C.

Mahoney moved and Wong seconded to read the ordinance by title only and that the City Clerk's reading would constitute the second reading thereof. Ayes: Chang, Mahoney, Santoro, Wang, and Wong. Noes: None.

Mahoney moved and Wong seconded to enact Ordinance No. 10-2055 as amended. Ayes: Chang, Mahoney, Santoro, Wang, and Wong. Noes: None.

STAFF REPORTS - None

COUNCIL REPORTS

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

ADJOURNMENT

At 12:10 a.m. on Wed., March 17, the meeting was adjourned in recognition of veterans and those serving overseas.



Grace Schmidt, Deputy City Clerk

Staff reports, backup materials, and items distributed at the City Council 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, then click on the appropriate Packet.

Most Council meetings are shown live on Comcast Channel 26 and AT&T U-verse Channel 99 and are available at your convenience at www.cupertino.org. Click on Agendas & Minutes, then click Archived Webcast. Videotapes are available at the Cupertino Library, or may be purchased from the Cupertino City Channel, 777-2364.

**FIRST AMENDMENT TO AGREEMENT BETWEEN THE CITY OF
CUPERTINO AND PROFESSIONAL TURF MANAGEMENT, INC. FOR
BLACKBERRY FARM GOLF COURSE MAINTENANCE**

This First Amendment to the Agreement between the City of Cupertino and Professional Turf Management, Inc. for reference dated June 11, 2015, is by and between the CITY OF CUPERTINO, a municipal corporation (hereinafter "City") and PROFESSIONAL TURF MANAGEMENT, INC. a California corporation ("Contractor") whose address is 510 Salmar Avenue, Campbell, CA, and is made with reference to the following:

RECITALS:

- A. On March 17, 2010, an agreement was entered into by and between City and Contractor (hereinafter "Agreement") for Blackberry Farm Maintenance.
- B. On or about June 7, 2012, and June 18, 2014, City exercised its options to extend the Agreement as set forth in the contract.
- C. The Agreement expires on June 30, 2015, and parties desire to extend the term of the Agreement for six (6) months in order to provide the City with time to solicit bids for a new contract for these services.
- D. 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. Paragraph 3.1 of the Agreement is modified to read as follows:

Contract Time. The Contract Time commenced to run on July 1, 2010. The original term of the contract was for (2) years from the start date of the contract. The City exercised its options to extend the contract on a year-to-year basis for three (3) additional years, for a total of five (5) years. The parties now agree to extend the contract for an additional six (6) months, under the same terms as the original option to extend. Any increase or decrease in the previous contract price shall be based upon the annual percentage change in the Consumer Price Index (CPI) as of April, 2015. The CPI shall be the San Francisco/Oakland Consumer Price Index for all urban wage earners. For purposes of calculating the contract amount for this six (6) month extension, the previous contract price is \$187,280.00.

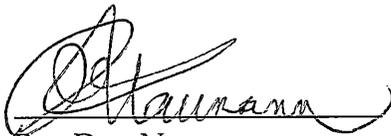
2. Paragraph 4.1 of the Agreement is modified to read as follows:

City shall pay Contractor the Contract Sum for Completion of Work in accordance with the Contract Documents as set forth in Contractor's, Bid, attached as the Exhibit "A" to the Agreement. For this (6) month extension, the parties agree that the total contract price shall be \$95,887.00. All other terms and conditions of Exhibit "A" (including Bid Form, Document 00400) remain unchanged.

3. 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: Don Naumann
Professional Turf Management, Inc.

Its: Principal

Date 6/25/15

CITY OF CUPERTINO
A Municipal Corporation



By: David Brandt
City Manager

APPROVED AS TO FORM:



Carol Korade
City Attorney



ATTEST:



Grace Schmidt
City Clerk

7-14-15

EXHIBIT A

Project No. 2010-01

DOCUMENT 00400

BID FORM

To be submitted as part of Envelope "A" by the time and date specified in Document 00200 (Instructions to Bidders).

TO THE HONORABLE CITY COUNCIL OF THE CITY OF CUPERTINO

THIS BID IS SUBMITTED BY:

Professional Turf Management
(Firm/Company Name)

Re: PROJECT NUMBER 2010-01

BLACKBERRY FARM GOLF COURSE MAINTENANCE

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into a contract with the City of Cupertino ("City") in the form included in the Contract Documents, Document 00520 (Contract), to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Sum and within the Contract Time indicated in this Bid and in accordance with all other terms and conditions of the Contract Documents. All portions of this Bid Form must be completed and signed before the bid is submitted. Failure to do so will result in the bid being rejected as non-responsive.
2. Bidder accepts all of the terms and conditions of the Contract Documents, Document 00100 (Advertisement for Bids), and Document 00200 (Instructions to Bidders), including, without limitation, those dealing with the disposition of Bid Security. This Bid will remain subject to acceptance for 90 Days after the day of Bid opening.
3. Bidder has visited the Site and performed all tasks, research, investigation, reviews, examinations, and analysis and given notices, regarding the Project and the Site, as set forth in Document 00520 (Contract), Article 5.
4. Bidder has given City prompt written notice of all conflicts, errors, ambiguities, or discrepancies that it has discovered in or among the Contract Documents and as-built drawings and actual conditions and the written resolution thereof through Addenda issued by City is acceptable to Contractor.
5. Subcontractors for work included in all Bid items, in accordance with the criteria in the Public Contract Code, are listed on the attached Document 00430 (Subcontractors List).
6. The undersigned Bidder understands that City reserves the right to reject this Bid.
7. If written notice of the acceptance of this Bid, hereinafter referred to as Notice of Award, is mailed or delivered to the undersigned Bidder within the time described in paragraph 2 of this Document 00400 or at any other time thereafter before it is withdrawn, the undersigned Bidder will execute and deliver the documents required by Document 00200 (Instructions to Bidders) within the times specified therein. These documents include, but are not limited to, Document 00520 (Contract), Document 00610 (Construction Performance Bond), and Document 00620 (Construction Labor and Material Payment Bond).
8. Notice of Award or request for additional information may be addressed to the undersigned Bidder at the address set forth below on the signature page.
10. The undersigned Bidder herewith encloses cash, a cashier's check, or certified check of or on a responsible bank in the United States, or a corporate surety bond furnished by a surety authorized to do a surety business in

the State of California, in form specified in Document 00200 (Instructions to Bidders), in the amount of ten percent (10%) of the total of Bid and made payable to the "City of Cupertino".

11. The undersigned Bidder agrees to commence Work under the Contract Documents on the date established in Document 00700 (General Conditions) and to complete all work within the time specified in Document 00520 (Contract). The undersigned Bidder acknowledges that City has reserved the right to delay or modify the commencement date. The undersigned Bidder further acknowledges City has reserved the right to perform independent work at the Site, the extent of such work may not be determined until after the opening of the Bids, and that the undersigned Bidder will be required to cooperate with such other work in accordance with the requirements of the Contract Documents.
12. The undersigned Bidder agrees that, in accordance with Document 00700 (General Conditions), liquidated damages for failure to complete all Work in the Contract within the time specified in Document 00520 (Contract) shall be as set forth in Document 00520 (Contract).

Professional Turf Management

Mike Basile

SCHEDULE OF BID PRICES

All Bid items, including lump sums and unit prices, must be filled in completely. Quote in figures only, unless words are specifically requested.

Specialty Items are identified on the Bid Form in the description.

ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL
1.	Provide Maintenance at Blackberry Farm Golf Course	12	Months	14,485. ⁰⁰	\$ 173,820. ⁰⁰
2.	Soil Sample Collection and Testing	12	Each	50. ⁰⁰	\$ 600. ⁰⁰
		TOTAL BID PRICE			\$ 174,420. ⁰⁰

Total Bid: one hundred seventy four thousand four hundred twenty and no/100
(words)

Unit Legend

LS = Lump Sum
EA = Each
LF = Linear Feet
TON = Ton or 2,000 Pounds
CY = Cubic Yards
LB = Pounds

AL = Allowance
SF = Square Feet

Professional Turf Management
Mike Baul

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDUMS

Bidder hereby acknowledges receipt and examination of all Contract Documents and the following Addenda:

Addendum No.	Addendum Date
1	2/4/10

Bidder proposes and agrees to fully perform the Work within the time stated and in strict accordance with the Contract Documents for the sums of money listed in this Bid Form.

NAME OF BIDDER: Professional Turf Management

licensed in accordance with an act for the registration of Contractors, and with license number: 826508
Expiration Date: 10/31/11

California
Where incorporated, if applicable

Don Naumann
Mike Basile

Principals

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Michael Basile
Signature of Bidder

NOTE: If Bidder is a corporation, set forth the legal name of the corporation, state where incorporated, together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation. If Bidder is a partnership, set forth the name of the firm together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership.

Business Address:

P.O. Box 700142
San Jose, Ca 95170

Officers authorized to sign contracts:

Don Naumann
Mike Basile

Telephone Number(s):

Typed Full Name:
(408) 315-3865

Fax Number(s):

(408) 899-6094

E-Mail Address:

mike_basile@hotmail.com

END OF DOCUMENT



CUPERTINO

BLACKBERRY FARM GOLF COURSE
DEPT. OF PARKS AND RECREATION
10300 Torre Avenue, Cupertino, CA 95014-3255
Telephone: (408) 777-3354
Fax: (408) 777-3333

June 18, 2014

Mr. Don Naumman
Professional Turf Management, Inc.
510 Salmar Avenue
Campbell, CA 95008

Pursuant to the agreement between the City of Cupertino and Professional Turf Management, Inc., (Blackberry Farm Golf Course Maintenance, Project No. 2010-01), the City hereby exercises its renewal option for maintenance services related to Blackberry Farm Golf Course. This renewal contains the same provisions as the original agreement, including a modification to the contractor's compensation as determined by the consumer Price Index (CPI) as of April 2014. The CPI is the San Francisco/Oakland/San Jose Consumer Price Index, which is +2.8% for all urban wage earners. This renewal will commence on July 1, 2014, and be in effect for one year.

Timothy H. Coles
Recreation Coordinator
Blackberry Farm GC

Don Naumann
Owner/Principal
PTM

Don McCarthy
Recreation Supervisor
Parks and Recreation

VENDOR
 2661
 PROFESSIONAL TURF MGMNT INC
 P O BOX 84
 CAMPBELL CA 95009

SHIP TO
 CITY OF CUPERTINO
 QUINLAN COMMUNITY CENTER
 10185 N STELLING ROAD
 CUPERTINO CA 95014
 ATTN:

ORDER DATE: 06/26/14		BUYER: DON MCCARTHY		REQ. NO.: 0	REQ. DATE:
TERMS: NET 30 DAYS		F.O.B.: DESTINATION		DESC.:	
ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
01	1.00		7/1/14-6/30/15 GOLF COURSE MAINTENANCE 5TH OF 5-YR SERVICE AGREEMENT FOR CONTRACTOR TO PROVIDE SERVICE AND OR MATERIALS AS SPECIFIED ON THIS AGREEMENT AND ANY EXHIBIT HEREBY ATTACHED	187280.0000	187,280.00
				PAGE TOTAL \$	187,280.00
				TOTAL \$	187,280.00
ITEM#	ACCOUNT	AMOUNT	PROJECT CODE		
01	5606440 7014	187,280.00			

APPROVED BY _____

[Signature]
 DIRECTOR OF PURCHASING



BLACKBERRY FARM GOLF COURSE
DEPT. OF PARKS AND RECREATION
10300 Torre Avenue, Cupertino, CA 95014-3255
Telephone: (408) 777-3354
Fax: (408) 777-3333

FY 12/13

PO# 57650

\$178,257.-

JC 6/21/12

June 7, 2012

Mr. Don Naumman
Professional Turf Management, Inc.
510 Salmar Avenue
Campbell, CA 95008

Pursuant to the agreement between the City of Cupertino and Professional Turf Management, Inc., (Blackberry Farm Golf Course Maintenance, Project No. 2010-01), the City hereby exercises its renewal option for maintenance services related to Blackberry Farm Golf Course. This renewal contains the same provisions as the original agreement, including a modification to the contractor's compensation as determined by the consumer Price Index (CPI) as of April 2012. The CPI is the San Francisco/Oakland/San Jose Consumer Price Index, which is +2.2% for all urban wage earners. This renewal will commence on July 1, 2012, and be in effect for one year.

Timothy H. Coles
Recreation Coordinator
Blackberry Farm GC

Don Naumann
Owner/Principal
PTM

Don McCarthy
Recreation Supervisor
Parks and Recreation

DOCUMENT 00520

CONTRACT

PO# 00056816

THIS CONTRACT, dated this 17th day of March, 2010, by and between Professional Turf Management whose place of business is located at 510 Salmar Avenue, Campbell, CA 95008 ("Contractor"), and the CITY OF CUPERTINO, a Municipal Corporation of the State of California ("City") acting under and by virtue of the authority vested in the City by the laws of the State of California.

WHEREAS, City, on the 16th day of March, 2010 awarded to Contractor the following Project:

**PROJECT NUMBER 2010-01
BLACKBERRY FARM GOLF COURSE MAINTENANCE**

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, Contractor and City agree as follows:

Article 1. Work

- 1.1 Contractor shall complete all Work specified in the Contract Documents, in accordance with the Specifications, Drawings, and all other terms and conditions of the Contract Documents.

Article 2. Agency and Notices to City

- 2.1 City has designated Don McCarthy, Recreation Supervisor, to act as City's Authorized Representative(s), who will represent City in performing City's duties and responsibilities and exercising City's rights and authorities in Contract Documents. City may change the individual(s) acting as City's Authorized Representative(s), or delegate one or more specific functions to one or more specific City's Representatives, including without limitation engineering, architectural, inspection and general administrative functions, at any time with notice and without liability to Contractor. Each City's Representative is the beneficiary of all Contractor obligations to City, including without limitation, all releases and indemnities.
- 2.2 All notices or demands to City under the Contract Documents shall be to City's Authorized Representative at: 10300 Torre Avenue, Cupertino, California 95014 or to such other person(s) and address(es) as City shall provide to Contractor.

Article 3. Contract Time and Liquidated Damages

3.1 Contract Time.

The Contract Time will commence to run on July 1, 2010.

The term of this contract shall be two (2) years from the start date of the contract. The City shall retain the option to extend the term of the contract on a year-to-year basis not exceeding three (3) years from the expiration of the original term, for a possible total of five (5) years.

Any such renewal after the first two (2) 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 contract, including and 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 April 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 years of the contract.

3.2 Liquidated Damages.

City and Contractor recognize that time is of the essence of this Contract and that City will suffer financial loss in the form of contract administration expenses (such as project management and consultant expenses), if all or any part of the Work is not completed within the times specified above, plus any extensions thereof allowed in accordance with the Contract Documents. Consistent with Document 00700 (General Conditions), Contractor and City agree that because of the nature of the Project, it would be impractical or extremely difficult to fix the amount of actual damages incurred by City because of a delay in completion of all or any part of the Work. Accordingly, City and Contractor agree that as liquidated damages for delay Contractor shall pay City:

3.2.1 \$150 for each Calendar Day that work is not completed as required.

3.2.2 \$2,000 for each occurrence of a violation of Document 00800, Section 1.7 WORK DAYS AND HOURS.

3.2.3 Three Months Salary for each Key Personnel named in Contractor's SOQ pursuant to Article 2.G of Document 00450 (Statement of Qualifications for Construction Work) who leaves the Project and/or Contractor replaces at any point before Final Completion, for any reason whatsoever, that Contractor can demonstrate to City's satisfaction is beyond Contractor's control or without City approval.

Liquidated damages shall apply cumulatively and, except as provided below, shall be presumed to be the damages suffered by City resulting from delay in completion of the Work.

Contractor should be aware that California Department of Fish and Game, and other State and Federal agencies, may also levy fines and penalties for the harming, harassing or killing of protected wildlife and endangered species. Contractor hereby agrees to become familiar with and adhere to wildlife and endangered species protection requirements.

3.3 Liquidated damages for delay shall only cover administrative, overhead, interest on bonds, and general loss of public use damages suffered by City as a result of delay. Liquidated damages shall not cover the cost of completion of the Work, damages resulting from defective Work, lost revenues or costs of substitute facilities, or damages suffered by others who then seek to recover their damages from City (for example, delay claims of other contractors, subcontractors, tenants, or other third-parties), and defense costs thereof.

Article 4. Contract Sum

4.1 City shall pay Contractor the Contract Sum for completion of Work in accordance with Contract Documents as set forth in Contractor's Bid, attached hereto: See Exhibit "A" attached

Article 5. Contractor's Representations

In order to induce City to enter into this Contract, Contractor makes the following representations and warranties:

5.1 Contractor has visited the Site and has examined thoroughly and understood the nature and extent of the Contract Documents, Work, Site, locality, actual conditions, as-built conditions, and all local conditions, and federal, state and local laws and regulations that in any manner may affect cost, progress, performance or furnishing of Work or which relate to any aspect of the means, methods, techniques, sequences or procedures of construction to be employed by Contractor and safety precautions and programs incident thereto.

5.2 Contractor has examined thoroughly and understood all reports of exploration and tests of subsurface conditions, as-built drawings, drawings, products specifications or reports, available for Bidding purposes, of

physical conditions, including Underground Facilities, which are identified in Document 00320 (Geotechnical Data, Hazardous Materials Surveys and Existing Conditions), or which may appear in the Drawings. Contractor accepts the determination set forth in these Documents and Document 00700 (General Conditions) of the limited extent of the information contained in such materials upon which Contractor may be entitled to rely. Contractor agrees that except for the information so identified, Contractor does not and shall not rely on any other information contained in such reports and drawings.

- 5.3 Contractor has conducted or obtained and has understood all such examinations, investigations, explorations, tests, reports and studies (in addition to or to supplement those referred to in Section 5.2 of this Document 00520) that pertain to the subsurface conditions, as-built conditions, underground facilities, and all other physical conditions at or contiguous to the Site or otherwise that may affect the cost, progress, performance or furnishing of Work, as Contractor considers necessary for the performance or furnishing of Work at the Contract Sum, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of Document 00700 (General Conditions); and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by Contractor for such purposes.
- 5.4 Contractor has correlated its knowledge and the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.
- 5.5 Contractor has given City prompt written notice of all conflicts, errors, ambiguities, or discrepancies that it has discovered in or among the Contract Documents and as-built drawings and actual conditions and the written resolution thereof through Addenda issued by City is acceptable to Contractor.
- 5.6 Contractor is duly organized, existing and in good standing under applicable state law, and is duly qualified to conduct business in the State of California.
- 5.7 Contractor has duly authorized the execution, delivery and performance of this Contract, the other Contract Documents and the Work to be performed herein. The Contract Documents do not violate or create a default under any instrument, contract, order or decree binding on Contractor.
- 5.8 Contractor has listed Subcontractors pursuant to the Subcontractor Listing Law, California Public Contracting Code §4100 *et seq.* in document 00340 (Subcontractors List)

Article 6. Contract Documents

- 6.1 Contract Documents consist of the following documents, including all changes, addenda, and modifications thereto:

Document 00400 Bid Form
 Document 00430 Subcontractors List
 Document 00450 Statement of Qualifications
 Document 00460 Schedule of Major Equipment and Materials Suppliers
 Document 00481 Non-Collusion Affidavit
 Document 00482 Bidder Certifications
 Document 00510 Notice of Award
 Document 00520 Contract
 Document 00530 Insurance Forms
 Document 00550 Notice to Proceed
 Document 00610 Construction Performance Bond
 Document 00700 General Conditions
 Document 00800 Special Conditions
 Document 00821 Insurance
 Technical Specification/Special Provisions
 Addenda(s)

- 6.2 There are no Contract Documents other than those listed in this Document 00520, Article 6. Document 00320 (Geotechnical Data, Hazardous Material Surveys and Existing Conditions), and the information supplied therein, are not Contract Documents. The Contract Documents may only be amended, modified or supplemented as provided in Document 00700 (General Conditions).

Article 7. Miscellaneous

- 7.1 Terms used in this Contract are defined in Document 00700 (General Conditions) and will have the meaning indicated therein.
- 7.2 It is understood and agreed that in no instance are the persons signing this Contract for or on behalf of City or acting as an employee, agent, or representative of City, liable on this Contract or any of the Contract Documents, or upon any warranty of authority, or otherwise, and it is further understood and agreed that liability of the City is limited and confined to such liability as authorized or imposed by the Contract Documents or applicable law.
- 7.3 Contractor shall not assign any portion of the Contract Documents, and may subcontract portions of the Contract Documents only in compliance with the Subcontractor Listing Law, California Public Contracting Code §4100 *et seq.*
- 7.4 The Contract Sum includes all allowances (if any).
- 7.5 In entering into a public works contract or a subcontract to supply goods, services or materials pursuant to a public works contract, Contractor or Subcontractor offers and agrees to assign to the awarding body all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. §15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time City tenders final payment to Contractor, without further acknowledgment by the parties.
- 7.6 Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by Director of the State of California Department of Industrial Relations, are deemed included in the Contract Documents and on file at City's office, or may be obtained of the State of California web site <http://www.dir.ca.gov/DLSR/PWD/Northern.html> and shall be made available to any interested party on request. Pursuant to Section 1861 of the Labor Code, Contractor represents that it is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and Contractor shall comply with such provisions before commencing the performance of the Work of the Contract Documents.
- 7.7 Should any part, term or provision of this Contract or any of the Contract Documents, or any document required herein or therein to be executed or delivered, be declared invalid, void or unenforceable, all remaining parts, terms and provisions shall remain in full force and effect and shall in no way be invalidated, impaired or affected thereby. If the provisions of any law causing such invalidity, illegality or unenforceability may be waived, they are hereby waived to the end that this Contract and the Contract Documents may be deemed valid and binding contracts, enforceable in accordance with their terms to the greatest extent permitted by applicable law. In the event any provision not otherwise included in the Contract Documents is required to be included by any applicable law, that provision is deemed included herein by this reference (or, if such provision is required to be included in any particular portion of the Contract Documents, that provision is deemed included in that portion).
- 7.8 This Contract and the Contract Documents shall be deemed to have been entered into in the County of Santa Clara, State of California, and governed in all respects by California law (excluding choice of law rules). The exclusive venue for all disputes or litigation hereunder shall be in Santa Clara County. Both parties hereby waive their rights under California Code of Civil Procedure Section 394 to file a motion to transfer any action

or proceeding arising out of the Contract Documents to another venue. Contractor accepts the Claims Procedure in Document 00700, Article 12, established under the California Government Code, Title 1, Division 3.6, Part 3, Chapter 5.

PO # 00056816

IN WITNESS WHEREOF the parties have executed this Contract in quadruplicate the day and year first above written.
BLACKBERRY FARM GOLF COURSE MAINTENANCE

CITY:
CITY OF CUPERTINO, a Municipal Corporation of the
State of California

CONTRACTOR:
Professional Turf Management

V-2661

Attest:

Kimberly Smith
City Clerk: Kimberly Smith

Approved as to form by City Attorney:

Callorade
City Attorney:

By: Michael Basile
[Signature]

Michael Basile
[Please print name here]

Title: President
[If Corporation: Chairman, President, or Vice President]

By: _____
[Signature]

[Please print name here]

Title: _____
[If Corporation: Secretary, Assistant Secretary,
Chief Financial Officer, or Assistant Treasurer]

I hereby certify, under penalty of perjury, that David W. Knapp, City Manager of the City of Cupertino was duly authorized to execute this document on behalf of the City of Cupertino.

Dated: 5.18.10

David W. Knapp
David W. Knapp, City Manager of the City of Cupertino, a
Municipal Corporation of the State of California

826508 C-27
State Contractor's License No. Classification

10/31/2011
Expiration Date

Designated Representative:

Taxpayer ID No. 06-1669163

Name: Terry W. Greene, AIA

Name: Michael Basile

Title: City Architect

Title: President

Address: 6100 Torre Ave., Cupertino, CA 95014

Address: P.O. Box 700142, San Jose, CA
95170

Phone: 408-777-3354

Phone: 408-315-3865

Facsimile: 408-777-3333

Facsimile: 408-899-6094

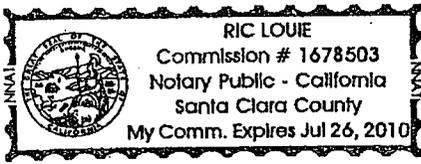
AMOUNT: \$ 174,420.00
ACCOUNT NUMBER: 560-6640-7014
FILE NO.: 92,054.14

NOTARY ACKNOWLEDGEMENT IS REQUIRED. IF A CORPORATION, CORPORATE SEAL AND CORPORATE NOTARY ACKNOWLEDGEMENT AND FEDERAL TAX ID ARE REQUIRED. IF NOT A CORPORATION SOCIAL SECURITY NO. IS REQUIRED.

END OF DOCUMENT

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
 County of SANTA CLARA
 On APRIL 12, 2010 before me, RIC LOUIE, Notary Public
Date Here Insert Name and Title of the Officer
 personally appeared MICHAEL BASILE
Name(s) of Signer(s)



who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below 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: CONTRACT

Document Date: MARCH 17, 2010 Number of Pages: 7

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Michael Basile Signer's Name: _____

Corporate Officer — Title(s): President Corporate Officer — Title(s): _____

Individual Partner — Limited General Individual Partner — Limited General

Attorney in Fact Attorney in Fact

Trustee Trustee

Guardian or Conservator Guardian or Conservator

Other: _____ Other: _____

Signer Is Representing: _____ Signer Is Representing: _____

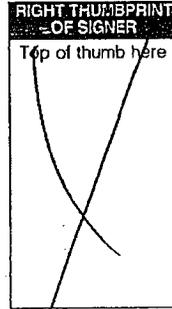


EXHIBIT A

Project No. 2010-01

DOCUMENT 00400

BID FORM

To be submitted as part of Envelope "A" by the time and date specified in Document 00200 (Instructions to Bidders).

TO THE HONORABLE CITY COUNCIL OF THE CITY OF CUPERTINO

THIS BID IS SUBMITTED BY:

Professional Turf Management
(Firm/Company Name)

Re: PROJECT NUMBER 2010-01

BLACKBERRY FARM GOLF COURSE MAINTENANCE

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into a contract with the City of Cupertino ("City") in the form included in the Contract Documents, Document 00520 (Contract), to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Sum and within the Contract Time indicated in this Bid and in accordance with all other terms and conditions of the Contract Documents. All portions of this Bid Form must be completed and signed before the bid is submitted. Failure to do so will result in the bid being rejected as non-responsive.
2. Bidder accepts all of the terms and conditions of the Contract Documents, Document 00100 (Advertisement for Bids), and Document 00200 (Instructions to Bidders), including, without limitation, those dealing with the disposition of Bid Security. This Bid will remain subject to acceptance for 90 Days after the day of Bid opening.
3. Bidder has visited the Site and performed all tasks, research, investigation, reviews, examinations, and analysis and given notices, regarding the Project and the Site, as set forth in Document 00520 (Contract), Article 5.
4. Bidder has given City prompt written notice of all conflicts, errors, ambiguities, or discrepancies that it has discovered in or among the Contract Documents and as-built drawings and actual conditions and the written resolution thereof through Addenda issued by City is acceptable to Contractor.
5. Subcontractors for work included in all Bid items, in accordance with the criteria in the Public Contract Code, are listed on the attached Document 00430 (Subcontractors List).
6. The undersigned Bidder understands that City reserves the right to reject this Bid.
7. If written notice of the acceptance of this Bid, hereinafter referred to as Notice of Award, is mailed or delivered to the undersigned Bidder within the time described in paragraph 2 of this Document 00400 or at any other time thereafter before it is withdrawn, the undersigned Bidder will execute and deliver the documents required by Document 00200 (Instructions to Bidders) within the times specified therein. These documents include, but are not limited to, Document 00520 (Contract), Document 00610 (Construction Performance Bond), and Document 00620 (Construction Labor and Material Payment Bond).
8. Notice of Award or request for additional information may be addressed to the undersigned Bidder at the address set forth below on the signature page.
10. The undersigned Bidder herewith encloses cash, a cashier's check, or certified check of or on a responsible bank in the United States, or a corporate surety bond furnished by a surety authorized to do a surety business in

the State of California, in form specified in Document 00200 (Instructions to Bidders), in the amount of ten percent (10%) of the total of Bid and made payable to the "City of Cupertino".

11. The undersigned Bidder agrees to commence Work under the Contract Documents on the date established in Document 00700 (General Conditions) and to complete all work within the time specified in Document 00520 (Contract). The undersigned Bidder acknowledges that City has reserved the right to delay or modify the commencement date. The undersigned Bidder further acknowledges City has reserved the right to perform independent work at the Site, the extent of such work may not be determined until after the opening of the Bids, and that the undersigned Bidder will be required to cooperate with such other work in accordance with the requirements of the Contract Documents.
12. The undersigned Bidder agrees that, in accordance with Document 00700 (General Conditions), liquidated damages for failure to complete all Work in the Contract within the time specified in Document 00520 (Contract) shall be as set forth in Document 00520 (Contract).

Professional Turf Management

John B. Borch

SCHEDULE OF BID PRICES

All Bid items, including lump sums and unit prices, must be filled in completely. Quote in figures only, unless words are specifically requested.

Specialty Items are identified on the Bid Form in the description.

ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL
1.	Provide Maintenance at Blackberry Farm Golf Course	12	Months	14,485 ⁰⁰	\$ 173,820 ⁰⁰
2.	Soil Sample Collection and Testing	12	Each	50. ⁰⁰	\$ 600. ⁰⁰
		TOTAL BID PRICE			\$ 174,420. ⁰⁰

14,535 per month

Total Bid: one hundred seventy four thousand four hundred twenty and No/100 —
(words)

Unit Legend

- LS = Lump Sum
- EA = Each
- LF = Linear Feet
- TON = Ton or 2,000 Pounds
- CY = Cubic Yards
- LB = Pounds
- AL = Allowance
- SF = Square Feet

FY 10/11 PO# 56816 \$ 174,420
 FY 11/12 PO# 59241 \$ 174,420
 FY 12/13 PO# 57650 \$ 178,257 JC 6/21/12
 (2.2% CPL ↑)

Professional Turf Management
 Mike Baule

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDUMS

Bidder hereby acknowledges receipt and examination of all Contract Documents and the following Addenda:

Addendum No.	Addendum Date
1	2/4/10

Bidder proposes and agrees to fully perform the Work within the time stated and in strict accordance with the Contract Documents for the sums of money listed in this Bid Form.

NAME OF BIDDER: Professional Turf Management

licensed in accordance with an act for the registration of Contractors, and with license number: 826508
 Expiration Date: 10/31/11

California
 Where incorporated, if applicable

Don Naumann
Mike Basile

Principals

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Michael Basile
 Signature of Bidder

NOTE: If Bidder is a corporation, set forth the legal name of the corporation, state where incorporated, together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation. If Bidder is a partnership, set forth the name of the firm together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership.

Business Address:

P.O. Box 700142
San Jose, Ca 95170

Officers authorized to sign contracts:

Don Naumann
Mike Basile

Telephone Number(s):

Typed Full Name:
(408) 315-3865

Fax Number(s):

(408) 899-6094

E-Mail Address:

mike_basile@hotmail.com

END OF DOCUMENT

DOCUMENT 00430

SUBCONTRACTORS LIST

Bidder submits the following information as to the subcontractors Bidder intends to employ if awarded the Contract.

Full Name of Subcontractor and Address	Description of Work: Reference To Bid Items	Subcontractor's License No.
<p style="text-align: center;">NONE</p>		

Professional Turf Management (Bidder to attach additional sheets if necessary)
Mike Basile
END OF DOCUMENT

DOCUMENT 00460

SCHEDULE OF MAJOR EQUIPMENT AND MATERIAL SUPPLIERS

The undersigned Bidder represents that, if awarded the Contract, the items of major equipment and materials specified below will be supplied by the manufacturers or suppliers specified below. By so indicating, bidder warrants that the equipment and materials manufacturer and/or supplied by the named manufacturer or supplier will be provided on the Project unless review of submittal information or performance under tests reveals that the equipment or material does not meet Contract requirements. Failure to indicate a manufacturer or supplier listed in the following schedule may render the Bid non-responsive and may be the basis for rejection of the Bid.

<u>Item</u>	<u>Manufacturer or Supplier</u>
1	Sierra Pacific Turf Supply

Bidder: Professional Turf Management


SIGNATURE

1/30/10
DATE

END OF DOCUMENT

DOCUMENT 00481

NON-COLLUSION AFFIDAVIT
PUBLIC CONTRACT CODE §7106

NON-COLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

STATE OF CALIFORNIA)
COUNTY OF Santa Clara) ss.

Michael Basile being first duly sworn, deposes and says that he or she is
President [Office of Affiant] of Professional Turf Management [Name of Bidder], 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; that the Bid is genuine and not collusive or sham; that 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, and that the Bidder has not in any manner, directly or indirectly, sought by contract, communication or conference with anyone to fix the Bid price of 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 City of Cupertino, or anyone interested in the proposed contract; that all statements contained in the Bid are true; and further, that Bidder has not, directly or indirectly, submitted its Bid price or any breakdown thereof, or the 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.

Executed under penalty of perjury under the laws of the State of California:

Professional Turf Management
(Name of Bidder)
Michael Basile
(Signature of Principal)

Subscribed and sworn before me Serjio A. Canchola

This 19th day of Feb, 2010

Notary Public of the State of California
In and for the County of Santa Clara
My Commission expires 2/13/10



(If Bidder is a partnership or a joint venture, this affidavit must be signed and sworn to by every member of the partnership or venture.)

(If Bidder [including any partner or venturer of a partnership or joint venture] is a corporation, this affidavit must be signed by the Chairman, President, or Vice President and by the Secretary, Assistant Secretary, Chief Financial Officer, or Assistant Treasurer.)

(If Bidder's affidavit on this form is made outside the State of California, the official position of the person taking such affidavit shall be certified according to law.)

END OF DOCUMENT

DOCUMENT 00530

INSURANCE FORMS

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 \$2.0 million per occurrence; \$4.0 million in the aggregate

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

Combined single limit of \$1.0 million per occurrence.

Professional Turf Management
(Contractor's Name)

By: Michael Basile

Dated: 4/27/10 2010



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, Inc
 Address: P.O. Box 700142
San Jose CA 95170-0142

Description of operations/locations/products insured (show contract name and/or number, if any):

Re: Blackberry Golf Course
2210 Stevens Creek Blvd
Cupertino, CA 95014

WORKER'S COMPENSATION * Statutory Min.
 * Employer's
 Liability
Guard (not Guard)
 (name of insurer)
 \$ 1,000,000 \$ 1,000,000 \$ 1,000,000
 Insurance Company's State License No. NARC # 31470 AM Best

Check Policy Type:	Each Occurrence	\$ <u>1,000,000.</u>
COMPREHENSIVE GENERAL LIABILITY		
<input checked="" type="checkbox"/> Premises/Operations	General Aggregate (if applicable)	\$ <u>2,000,000.</u>
<input checked="" type="checkbox"/> Owners & Contractors Protective	Aggregate	\$ <u>2,000,000.</u>
<input checked="" type="checkbox"/> Contractual for Specific Contract	Personal Injury	\$ <u>1,000,000 / 2,000,000 Agg</u>
<input checked="" type="checkbox"/> Products Liability		
<input checked="" type="checkbox"/> XCU Hazards		
<input checked="" type="checkbox"/> Broad Form P.D.	Fire Damage (any one fire)	\$ <u>100,000.</u>
<input type="checkbox"/> Severability of Interest Clause		
<input type="checkbox"/> Personal Injury with Employee Exclusion Removed or	Medical Expense (any one person) Self-Insured	\$ <u>5,000.</u>
COMMERCIAL GENERAL LIABILITY	Retention	\$ <u>N</u>

Scotts Dale Insurance Company
 (name of insurer)
 Policy No. CLS1505924 Expiration Date 7/1/10

AUTOMOTIVE/VEHICLE LIABILITY
Commercial Form
Liability Coverage

BODILY INJURY
Each Person
\$ _____
Each Accident

PROPERTY DAMAGE
Each Accident
\$ _____

STATE FARM INSURANCE
(name of insurer)

\$ _____ or

Combined Single Limit \$ 1,000,000.

Policy No. 191 4357-D04-05B Expiration Date 10/04/2010

BUILDER'S RISK "ALL RISK"

This is to certify that the following policy has been issued by the below-stated company in conformance with the requirements of the project documents and is in force at this time.

N/A

(Name of insurer)

Policy No. _____

Expiration Date _____

Limits of Liability: _____

Deductible: _____

JPD
(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: J. Phillip Driver III
J. Phillip Driver III

Dated: April 23, 2010 = 20

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



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

Project Title and Number: Blackberry Golf Course

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, and the State of California, and its officers, 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: CLS 1565924
3. Effective Date of this Endorsement: 2-4 20 10
4. Insured: Professional Park Management, Inc.

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, Rick N. Volpatti or Kelley 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: Kelly J. Volgath
(Original signature required on all Endorsements furnished to the District)

Names of Agent/Agency: Volgatti Insurance Services, Inc. Title: President

Address: 1985 First St. #205 Telephone: 925 243 0131
Livermore CA 94550 Facsimile: 925 243 0132



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

Project Title and Number: Blackberry Golf Course

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 _____

POLICY INFORMATION

- Insurance Company: Scottsdale Insurance Company
- Insurance Policy Number: CLS1565924
- Effective Date of this Endorsement: 2-4 2010
- Insured: Professional Turf Management, Inc.
- 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 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: Kelly J Volpatti
(Original signature required on all Endorsements furnished to the District)

Names of
Agent/Agency: Volpatti Insurance Services, Inc
Address: 1985 First St #205
Livermore CA 94550

Title: President
Telephone: 925 243 0131
Facsimile: 925 243 0132



CUPERTINO

WAIVER OF SUBROGATION ENDORSEMENT
WORKER'S COMPENSATION INSURANCE

Project Title and Number: Deekberry Golf Course

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: Nor Guard
- 2. Insurance Policy Number: PRWC 120303
- 3. Effective Date of this Endorsement: 4/1 2010
- 4. Insured: Professional Turf Management, Inc

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: Kelly J. Volpatti
(Original signature required on all Endorsements furnished to the District)

Names of Agent/Agency: Volpatti Insurance Services, Inc Title: _____

Address: 1985 1st St #205 Telephone: 925 2430131
Livermore CA 94550 Facsimile: 925 2430132

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
4/19/2010

PRODUCER
Volpatti Insurance Services
985 First Street, Suite 205
Livermore, CA 94550
(925) 243-0131

INSURED
Professional Turf
Management, Inc.
PO Box 700142
San Jose, CA 95170-0142

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.

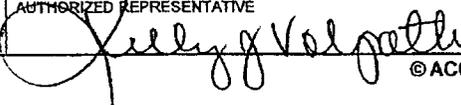
INSURERS AFFORDING COVERAGE	NAIC#
INSURER A: NorGuard Insurance	
INSURER B: Scottsdale Insurance Company	
INSURER C:	
INSURER D:	
INSURER E:	

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.

ADDITIONAL INSURED	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE(MM/DD/YYYY)	POLICY EXPIRATION DATE(MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	CLS1565924	4/1/09	4/1/10	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 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANYAUTO <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"/> ANYAUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EAACC \$ AGG \$
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	PRWC120303	4/1/10	4/1/11	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 Location: Blackberry Golf Course., 22100 Stevens Creek Blvd, Cupertino CA 95014
 See attached forms from the City of Cupertino.

CERTIFICATE HOLDER
 City of Cupertino
 10300 Torre Avenue
 Cupertino CA 95014

CANCELLATION
 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ~~NOTIFY~~ 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




CERTIFICATE OF INSURANCE

SUCH INSURANCE AS RESPECTS THE INTEREST OF THE CERTIFICATE HOLDER NAMED BELOW WILL NOT BE CANCELED OR OTHERWISE TERMINATED WITHOUT GIVING 10 DAYS PRIOR WRITTEN NOTICE TO THE CERTIFICATE HOLDER, BUT IN NO EVENT SHALL THIS CERTIFICATE BE VALID MORE THAN 30 DAYS FROM THE DATE WRITTEN. THIS CERTIFICATE OF INSURANCE DOES NOT CHANGE THE COVERAGE PROVIDED BY ANY POLICY DESCRIBED BELOW.

This certifies that STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY of Bloomington, Illinois
 STATE FARM FIRE AND CASUALTY COMPANY of Bloomington, Illinois
 STATE FARM COUNTY MUTUAL INSURANCE COMPANY OF TEXAS of Dallas, Texas
 STATE FARM INDEMNITY COMPANY of Bloomington, Illinois, or
 STATE FARM GUARANTY INSURANCE COMPANY of Bloomington, Illinois

has coverage in force for the following Named Insured as shown below:

NAMED INSURED: BASILE, MICHAEL DBA PROFESSIONAL TURF MGT							
ADDRESS OF NAMED INSURED: 1310 SADDLE RACK ST APT 302, SAN JOSE CA 95126-5105							
POLICY NUMBER	191 4357-D04-05B						
EFFECTIVE DATE OF POLICY	04/04/2010 to	10/04/2010					
DESCRIPTION OF VEHICLE (Including VIN)	05 FORD EXPED						
LIABILITY COVERAGE	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO					
LIMITS OF LIABILITY							
a. Bodily Injury							
Each Person							
Each Accident							
b. Property Damage							
Each Accident							
c. Bodily Injury & Property Damage							
Single Limit	1,000,000						
Each Accident							
PHYSICAL DAMAGE COVERAGES							
a. Comprehensive	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO					
	\$ 250	Deductible	\$	Deductible	\$	Deductible	\$
b. Collision	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO					
	\$ 500	Deductible	\$	Deductible	\$	Deductible	\$
EMPLOYERS NON-OWNED CAR LIABILITY COVERAGE	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO
HIRED CAR LIABILITY COVERAGE	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO
FLEET - COVERAGE FOR ALL OWNED AND LICENSED MOTOR VEHICLES	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO

J. Phillip Driver III
Signature of Authorized Representative *Raymond Jensen*

AGENT 2207 04/23/10
Title Agent's Code Number Date

Name and Address of Certificate Holder	Name and Address of Agent
CITY OF CUPERTINO 10300 TORRE AVENUE CUPERTINO, CA 95014	J PHILLIP DRIVER, III STATE FARM INSURANCE 120 W CAMPBELL AVE. STE A CAMPBELL, CA 95008

INTERNAL STATE FARM USE ONLY: Request permanent Certificate of Insurance for liability coverage.
 Request Certificate Holder to be added as an Additional Insured.

DOCUMENT 00520

CONTRACTPO# 00056816

THIS CONTRACT, dated this 17th day of March, 2010, by and between **Professional Turf Management** whose place of business is located at **510 Salmar Avenue, Campbell, CA 95008** ("Contractor"), and the CITY OF CUPERTINO, a Municipal Corporation of the State of California ("City") acting under and by virtue of the authority vested in the City by the laws of the State of California.

WHEREAS, City, on the 16th day of March, 2010 awarded to Contractor the following Project:

PROJECT NUMBER 2010-01
BLACKBERRY FARM GOLF COURSE MAINTENANCE

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, Contractor and City agree as follows:

Article 1. Work

- 1.1 Contractor shall complete all Work specified in the Contract Documents, in accordance with the Specifications, Drawings, and all other terms and conditions of the Contract Documents.

Article 2. Agency and Notices to City

- 2.1 City has designated Don McCarthy, Recreation Supervisor, to act as City's Authorized Representative(s), who will represent City in performing City's duties and responsibilities and exercising City's rights and authorities in Contract Documents. City may change the individual(s) acting as City's Authorized Representative(s), or delegate one or more specific functions to one or more specific City's Representatives, including without limitation engineering, architectural, inspection and general administrative functions, at any time with notice and without liability to Contractor. Each City's Representative is the beneficiary of all Contractor obligations to City, including without limitation, all releases and indemnities.
- 2.2 All notices or demands to City under the Contract Documents shall be to City's Authorized Representative at: 10300 Torre Avenue, Cupertino, California 95014 or to such other person(s) and address(es) as City shall provide to Contractor.

Article 3. Contract Time and Liquidated Damages

3.1 Contract Time.

The Contract Time will commence to run on **July 1, 2010**.

The term of this contract shall be two (2) years from the start date of the contract. The City shall retain the option to extend the term of the contract on a year-to-year basis not exceeding three (3) years from the expiration of the original term, for a possible total of five (5) years.

Any such renewal after the first two (2) 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 contract, including and 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 April 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 years of the contract.**

3.2 Liquidated Damages.

City and Contractor recognize that time is of the essence of this Contract and that City will suffer financial loss in the form of contract administration expenses (such as project management and consultant expenses), if all or any part of the Work is not completed within the times specified above, plus any extensions thereof allowed in accordance with the Contract Documents. Consistent with Document 00700 (General Conditions), Contractor and City agree that because of the nature of the Project, it would be impractical or extremely difficult to fix the amount of actual damages incurred by City because of a delay in completion of all or any part of the Work. Accordingly, City and Contractor agree that as liquidated damages for delay Contractor shall pay City:

- 3.2.1 **\$150** for each Calendar Day that work is not completed as required.
- 3.2.2 **\$2,000** for each occurrence of a violation of Document 00800, Section 1.7 **WORK DAYS AND HOURS.**
- 3.2.3 Three Months Salary for each Key Personnel named in Contractor's SOQ pursuant to Article 2.G of Document 00450 (Statement of Qualifications for Construction Work) who leaves the Project and/or Contractor replaces at any point before Final Completion, for any reason whatsoever, that Contractor can demonstrate to City's satisfaction is beyond Contractor's control or without City approval.

Liquidated damages shall apply cumulatively and, except as provided below, shall be presumed to be the damages suffered by City resulting from delay in completion of the Work.

Contractor should be aware that California Department of Fish and Game, and other State and Federal agencies, may also levy fines and penalties for the harrning, harassing or killing of protected wildlife and endangered species. Contractor hereby agrees to become familiar with and adhere to wildlife and endangered species protection requirements.

- 3.3 Liquidated damages for delay shall only cover administrative, overhead, interest on bonds, and general loss of public use damages suffered by City as a result of delay. Liquidated damages shall not cover the cost of completion of the Work, damages resulting from defective Work, lost revenues or costs of substitute facilities, or damages suffered by others who then seek to recover their damages from City (for example, delay claims of other contractors, subcontractors, tenants, or other third-parties), and defense costs thereof.

Article 4. Contract Sum

- 4.1 City shall pay Contractor the Contract Sum for completion of Work in accordance with Contract Documents as set forth in Contractor's Bid, attached hereto: See Exhibit "A" attached

Article 5. Contractor's Representations

In order to induce City to enter into this Contract, Contractor makes the following representations and warranties:

- 5.1 Contractor has visited the Site and has examined thoroughly and understood the nature and extent of the Contract Documents, Work, Site, locality, actual conditions, as-built conditions, and all local conditions, and federal, state and local laws and regulations that in any manner may affect cost, progress, performance or furnishing of Work or which relate to any aspect of the means, methods, techniques, sequences or procedures of construction to be employed by Contractor and safety precautions and programs incident thereto.
- 5.2 Contractor has examined thoroughly and understood all reports of exploration and tests of subsurface conditions, as-built drawings, drawings, products specifications or reports, available for Bidding purposes, of

physical conditions, including Underground Facilities, which are identified in Document 00320 (Geotechnical Data, Hazardous Materials Surveys and Existing Conditions), or which may appear in the Drawings. Contractor accepts the determination set forth in these Documents and Document 00700 (General Conditions) of the limited extent of the information contained in such materials upon which Contractor may be entitled to rely. Contractor agrees that except for the information so identified, Contractor does not and shall not rely on any other information contained in such reports and drawings.

- 5.3 Contractor has conducted or obtained and has understood all such examinations, investigations, explorations, tests, reports and studies (in addition to or to supplement those referred to in Section 5.2 of this Document 00520) that pertain to the subsurface conditions, as-built conditions, underground facilities, and all other physical conditions at or contiguous to the Site or otherwise that may affect the cost, progress, performance or furnishing of Work, as Contractor considers necessary for the performance or furnishing of Work at the Contract Sum, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of Document 00700 (General Conditions); and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by Contractor for such purposes.
- 5.4 Contractor has correlated its knowledge and the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.
- 5.5 Contractor has given City prompt written notice of all conflicts, errors, ambiguities, or discrepancies that it has discovered in or among the Contract Documents and as-built drawings and actual conditions and the written resolution thereof through Addenda issued by City is acceptable to Contractor.
- 5.6 Contractor is duly organized, existing and in good standing under applicable state law, and is duly qualified to conduct business in the State of California.
- 5.7 Contractor has duly authorized the execution, delivery and performance of this Contract, the other Contract Documents and the Work to be performed herein. The Contract Documents do not violate or create a default under any instrument, contract, order or decree binding on Contractor.
- 5.8 Contractor has listed Subcontractors pursuant to the Subcontractor Listing Law, California Public Contracting Code §4100 *et seq.* in document 00340 (Subcontractors List)

Article 6. Contract Documents

- 6.1 Contract Documents consist of the following documents, including all changes, addenda, and modifications thereto:

Document 00400 Bid Form
 Document 00430 Subcontractors List
 Document 00450 Statement of Qualifications
 Document 00460 Schedule of Major Equipment and Materials Suppliers
 Document 00481 Non-Collusion Affidavit
 Document 00482 Bidder Certifications
 Document 00510 Notice of Award
 Document 00520 Contract
 Document 00530 Insurance Forms
 Document 00550 Notice to Proceed
 Document 00610 Construction Performance Bond
 Document 00700 General Conditions
 Document 00800 Special Conditions
 Document 00821 Insurance
 Technical Specification/Special Provisions
 Addenda(s)

- 6.2 There are no Contract Documents other than those listed in this Document 00520, Article 6. Document 00320 (Geotechnical Data, Hazardous Material Surveys and Existing Conditions), and the information supplied therein, are not Contract Documents. The Contract Documents may only be amended, modified or supplemented as provided in Document 00700 (General Conditions).

Article 7. Miscellaneous

- 7.1 Terms used in this Contract are defined in Document 00700 (General Conditions) and will have the meaning indicated therein.
- 7.2 It is understood and agreed that in no instance are the persons signing this Contract for or on behalf of City or acting as an employee, agent, or representative of City, liable on this Contract or any of the Contract Documents, or upon any warranty of authority, or otherwise, and it is further understood and agreed that liability of the City is limited and confined to such liability as authorized or imposed by the Contract Documents or applicable law.
- 7.3 Contractor shall not assign any portion of the Contract Documents, and may subcontract portions of the Contract Documents only in compliance with the Subcontractor Listing Law, California Public Contracting Code §4100 *et seq.*
- 7.4 The Contract Sum includes all allowances (if any).
- 7.5 In entering into a public works contract or a subcontract to supply goods, services or materials pursuant to a public works contract, Contractor or Subcontractor offers and agrees to assign to the awarding body all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. §15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time City tenders final payment to Contractor, without further acknowledgment by the parties.
- 7.6 Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by Director of the State of California Department of Industrial Relations, are deemed included in the Contract Documents and on file at City's office, or may be obtained of the State of California web site <http://www.dir.ca.gov/DLSR/PWD/Northern.html> and shall be made available to any interested party on request. Pursuant to Section 1861 of the Labor Code, Contractor represents that it is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and Contractor shall comply with such provisions before commencing the performance of the Work of the Contract Documents.
- 7.7 Should any part, term or provision of this Contract or any of the Contract Documents, or any document required herein or therein to be executed or delivered, be declared invalid, void or unenforceable, all remaining parts, terms and provisions shall remain in full force and effect and shall in no way be invalidated, impaired or affected thereby. If the provisions of any law causing such invalidity, illegality or unenforceability may be waived, they are hereby waived to the end that this Contract and the Contract Documents may be deemed valid and binding contracts, enforceable in accordance with their terms to the greatest extent permitted by applicable law. In the event any provision not otherwise included in the Contract Documents is required to be included by any applicable law, that provision is deemed included herein by this reference (or, if such provision is required to be included in any particular portion of the Contract Documents, that provision is deemed included in that portion).
- 7.8 This Contract and the Contract Documents shall be deemed to have been entered into in the County of Santa Clara, State of California, and governed in all respects by California law (excluding choice of law rules). The exclusive venue for all disputes or litigation hereunder shall be in Santa Clara County. Both parties hereby waive their rights under California Code of Civil Procedure Section 394 to file a motion to transfer any action

or proceeding arising out of the Contract Documents to another venue. Contractor accepts the Claims Procedure in Document 00700, Article 12, established under the California Government Code, Title 1, Division 3.6, Part 3, Chapter 5.

PO# 00056816

IN WITNESS WHEREOF the parties have executed this Contract in quadruplicate the day and year first above written.

BLACKBERRY FARM GOLF COURSE MAINTENANCE

V-2661

CITY:
CITY OF CUPERTINO, a Municipal Corporation of the State of California

CONTRACTOR:
Professional Turf Management

By: Michael Basile
[Signature]

Attest:

Kimberly Smith
City Clerk: Kimberly Smith

Michael Basile
[Please print name here]

Approved as to form by City Attorney:

Callboard
City Attorney:

Title: President
[If Corporation: Chairman, President, or Vice President]

By: N/A
[Signature]

[Please print name here]

I hereby certify, under penalty of perjury, that David W. Knapp, City Manager of the City of Cupertino was duly authorized to execute this document on behalf of the City of Cupertino.

Title: _____
[If Corporation: Secretary, Assistant Secretary, Chief Financial Officer, or Assistant Treasurer]

Dated: 5.18.10

David W Knapp
David W. Knapp, City Manager of the City of Cupertino, a Municipal Corporation of the State of California

826508 C-27
State Contractor's License No. Classification

10/31/2011
Expiration Date

Designated Representative:

Taxpayer ID No. 06-1669163

Name: Terry W. Greene, AIA

Name: Michael Basile

Title: City Architect

Title: President

Address: 10300 Torre Ave., Cupertino, CA 95014

Address: P.O. Box 700142, San Jose, CA 95170

Phone: 408-777-3354

Phone: 408-315-3865

Facsimile: 408-777-3333

Facsimile: 408-899-6094

AMOUNT: \$ 174,420.00 4
ACCOUNT NUMBER: 560-640-7014
FILE NO.: 92,054.14

7/29/10

NOTARY ACKNOWLEDGEMENT IS REQUIRED. IF A CORPORATION, CORPORATE SEAL AND CORPORATE NOTARY ACKNOWLEDGEMENT AND FEDERAL TAX ID ARE REQUIRED. IF NOT A CORPORATION SOCIAL SECURITY NO. IS REQUIRED

END OF DOCUMENT

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of SANTA CLARA }

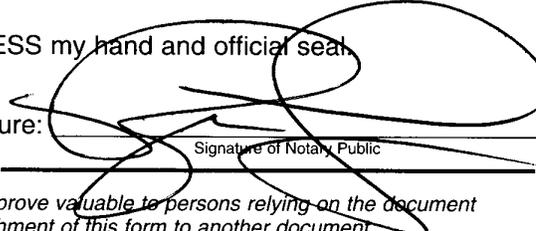
On APRIL 12, 2010 before me, RIC LOUIE, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared MICHAEL BASILE
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) (s) are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: 
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below 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: CONTRACT

Document Date: MARCH 17th, 2010 Number of Pages: 7

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Michael Basile Signer's Name: _____

Corporate Officer — Title(s): President Corporate Officer — Title(s): _____

Individual Individual

Partner — Limited General Partner — Limited General

Attorney in Fact Attorney in Fact

Trustee Trustee

Guardian or Conservator Guardian or Conservator

Other: _____ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER

Top of thumb here



RIGHT THUMBPRINT OF SIGNER

Top of thumb here

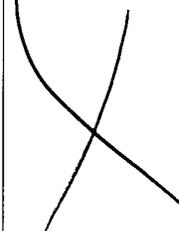


EXHIBIT A

Project No. 2010-01

DOCUMENT 00400

BID FORM

To be submitted as part of Envelope "A" by the time and date specified in Document 00200 (Instructions to Bidders).

TO THE HONORABLE CITY COUNCIL OF THE CITY OF CUPERTINO

THIS BID IS SUBMITTED BY:

Professional Turf Management
(Firm/Company Name)

Re: PROJECT NUMBER 2010-01

BLACKBERRY FARM GOLF COURSE MAINTENANCE

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into a contract with the City of Cupertino ("City") in the form included in the Contract Documents, Document 00520 (Contract), to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Sum and within the Contract Time indicated in this Bid and in accordance with all other terms and conditions of the Contract Documents. All portions of this Bid Form must be completed and signed before the bid is submitted. Failure to do so will result in the bid being rejected as non-responsive.
2. Bidder accepts all of the terms and conditions of the Contract Documents, Document 00100 (Advertisement for Bids), and Document 00200 (Instructions to Bidders), including, without limitation, those dealing with the disposition of Bid Security. This Bid will remain subject to acceptance for 90 Days after the day of Bid opening.
3. Bidder has visited the Site and performed all tasks, research, investigation, reviews, examinations, and analysis and given notices, regarding the Project and the Site, as set forth in Document 00520 (Contract), Article 5.
4. Bidder has given City prompt written notice of all conflicts, errors, ambiguities, or discrepancies that it has discovered in or among the Contract Documents and as-built drawings and actual conditions and the written resolution thereof through Addenda issued by City is acceptable to Contractor.
5. Subcontractors for work included in all Bid items, in accordance with the criteria in the Public Contract Code, are listed on the attached Document 00430 (Subcontractors List).
6. The undersigned Bidder understands that City reserves the right to reject this Bid.
7. If written notice of the acceptance of this Bid, hereinafter referred to as Notice of Award, is mailed or delivered to the undersigned Bidder within the time described in paragraph 2 of this Document 00400 or at any other time thereafter before it is withdrawn, the undersigned Bidder will execute and deliver the documents required by Document 00200 (Instructions to Bidders) within the times specified therein. These documents include, but are not limited to, Document 00520 (Contract), Document 00610 (Construction Performance Bond), and Document 00620 (Construction Labor and Material Payment Bond).
8. Notice of Award or request for additional information may be addressed to the undersigned Bidder at the address set forth below on the signature page.
10. The undersigned Bidder herewith encloses cash, a cashier's check, or certified check of or on a responsible bank in the United States, or a corporate surety bond furnished by a surety authorized to do a surety business in

the State of California, in form specified in Document 00200 (Instructions to Bidders), in the amount of ten percent (10%) of the total of Bid and made payable to the "City of Cupertino".

11. The undersigned Bidder agrees to commence Work under the Contract Documents on the date established in Document 00700 (General Conditions) and to complete all work within the time specified in Document 00520 (Contract). The undersigned Bidder acknowledges that City has reserved the right to delay or modify the commencement date. The undersigned Bidder further acknowledges City has reserved the right to perform independent work at the Site, the extent of such work may not be determined until after the opening of the Bids, and that the undersigned Bidder will be required to cooperate with such other work in accordance with the requirements of the Contract Documents.
12. The undersigned Bidder agrees that, in accordance with Document 00700 (General Conditions), liquidated damages for failure to complete all Work in the Contract within the time specified in Document 00520 (Contract) shall be as set forth in Document 00520 (Contract).

Professional Turf Management

Mike Basche

SCHEDULE OF BID PRICES

All Bid items, including lump sums and unit prices, must be filled in completely. Quote in figures only, unless words are specifically requested.

Specialty Items are identified on the Bid Form in the description.

ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL
1.	Provide Maintenance at Blackberry Farm Golf Course	12	Months	14,485 ⁰⁰	\$ 173,820 ⁰⁰
2.	Soil Sample Collection and Testing	12	Each	50. ⁰⁰	\$ 600. ⁰⁰
		TOTAL BID PRICE			\$ 174,420. ⁰⁰

Total Bid: one hundred seventy four thousand four hundred twenty and No/100 —
(words)

Unit Legend

- LS = Lump Sum
- EA = Each
- LF = Linear Feet
- TON = Ton or 2,000 Pounds
- CY = Cubic Yards
- LB = Pounds
- AL = Allowance
- SF = Square Feet

Professional Turf Management
Mike Basile

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDUMS

Bidder hereby acknowledges receipt and examination of all Contract Documents and the following Addenda:

Addendum No.	Addendum Date
1	2/4/10

Bidder proposes and agrees to fully perform the Work within the time stated and in strict accordance with the Contract Documents for the sums of money listed in this Bid Form.

NAME OF BIDDER: Professional Turf Management

licensed in accordance with an act for the registration of Contractors, and with license number: 826508
 Expiration Date: 10/31/11

California
 Where incorporated, if applicable

Don Naumann
Mike Basile

Principals

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Michael Basile
 Signature of Bidder

NOTE: If Bidder is a corporation, set forth the legal name of the corporation, state where incorporated, together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation. If Bidder is a partnership, set forth the name of the firm together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership.

Business Address: P.O. Box 700142
San Jose, Ca 95170

Officers authorized to sign contracts: Don Naumann
Mike Basile

Telephone Number(s): Typed Full Name:
(408) 315-3865

Fax Number(s): (408) 899-6094

E-Mail Address: mike_basile@hotmail.com

END OF DOCUMENT

DOCUMENT 00430

SUBCONTRACTORS LIST

Bidder submits the following information as to the subcontractors Bidder intends to employ if awarded the Contract.

Full Name of Subcontractor and Address	Description of Work: Reference To Bid Items	Subcontractor's License No.
<p style="text-align: center;">NONE</p>		

Professional Turf Management (Bidder to attach additional sheets if necessary)
Mike Basile
END OF DOCUMENT

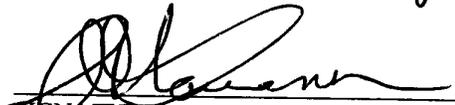
DOCUMENT 00460

SCHEDULE OF MAJOR EQUIPMENT AND MATERIAL SUPPLIERS

The undersigned Bidder represents that, if awarded the Contract, the items of major equipment and materials specified below will be supplied by the manufacturers or suppliers specified below. By so indicating, bidder warrants that the equipment and materials manufacturer and/or supplied by the named manufacturer or supplier will be provided on the Project unless review of submittal information or performance under tests reveals that the equipment or material does not meet Contract requirements. Failure to indicate a manufacturer or supplier listed in the following schedule may render the Bid non-responsive and may be the basis for rejection of the Bid.

<u>Item</u>	<u>Manufacturer or Supplier</u>
1	Sierra Pacific Turf Supply

Bidder: Professional Turf Management



SIGNATURE

1/30/10

DATE

END OF DOCUMENT

DOCUMENT 00481

NON-COLLUSION AFFIDAVIT
PUBLIC CONTRACT CODE §7106

NON-COLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

STATE OF CALIFORNIA)
)
COUNTY OF Santa Clara) ss.

Michael Basile
President, being first duly sworn, deposes and says that he or she is
[Office of Affiant] of Professional Turf Management [Name of
Bidder], 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; that the Bid is genuine and not collusive or
sham; that 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, and that the Bidder has not in any manner, directly or indirectly, sought by
contract, communication or conference with anyone to fix the Bid price of 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
City of Cupertino, or anyone interested in the proposed contract; that all statements contained in the Bid are true; and
further, that Bidder has not, directly or indirectly, submitted its Bid price or any breakdown thereof, or the 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.

Executed under penalty of perjury under the laws of the State of California:

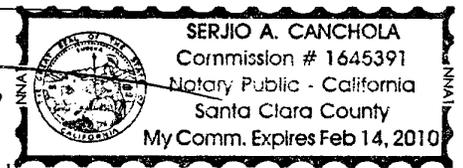
Professional Turf Management
(Name of Bidder)

Michael Basile
(Signature of Principal)

Subscribed and sworn before me Serjio A. Canchola

This 13th day of Feb, 2010

Notary Public of the State of California
In and for the County of Santa Clara
My Commission expires 2/13/10



(If Bidder is a partnership or a joint venture, this affidavit must be signed and sworn to by every member of the partnership or venture.)

(If Bidder [including any partner or venturer of a partnership or joint venture] is a corporation, this affidavit must be signed by the Chairman, President, or Vice President and by the Secretary, Assistant Secretary, Chief Financial Officer, or Assistant Treasurer.)

(If Bidder's affidavit on this form is made outside the State of California, the official position of the person taking such affidavit shall be certified according to law.)

END OF DOCUMENT

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/19/2010

PRODUCER Volpatti Insurance Services 1985 First Street, Suite 205 Livermore, CA 94550 (925) 243-0131	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.	
	INSURERS AFFORDING COVERAGE	NAIC#
INSURED Professional Turf Management, Inc. PO Box 700142 San Jose, CA 95170-0142	INSURER A: NorGuard Insurance	
	INSURER B: Scottsdale Insurance Company	
	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	ADDL INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
B		GENERAL LIABILITY	CLS1565924	4/1/09	4/1/10	EACH OCCURRENCE	\$ 1,000,000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
		<input type="checkbox"/> CLAIMSMADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$ 5,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COMP/OP AGG	\$ 2,000,000
						GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	
		AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	\$
		<input type="checkbox"/> ANYAUTO				BODILY INJURY (Per person)	\$
		<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
		<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
		<input type="checkbox"/> ANYAUTO				OTHER THAN AUTO ONLY: EA ACC	\$
						AGG	\$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	\$
		<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMSMADE				AGGREGATE	\$
		<input type="checkbox"/> DEDUCTIBLE					\$
		<input type="checkbox"/> RETENTION \$					\$
							\$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	PRWC120303	4/1/10	4/1/11	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	\$ 1,000,000
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
		OTHER				E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

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

Re: Blackberry Golf Course., 22100 Stevens Creek Blvd, Cupertino CA 95014
See attached forms from the City of Cupertino.

CERTIFICATE HOLDER

City of Cupertino
10300 Torre Avenue
Cupertino CA 95014

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ~~ISSUE NOTICE~~ 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

Jessie J. Volpatti



CERTIFICATE OF INSURANCE

SUCH INSURANCE AS RESPECTS THE INTEREST OF THE CERTIFICATE HOLDER NAMED BELOW WILL NOT BE CANCELED OR OTHERWISE TERMINATED WITHOUT GIVING 10 DAYS PRIOR WRITTEN NOTICE TO THE CERTIFICATE HOLDER, BUT IN NO EVENT SHALL THIS CERTIFICATE BE VALID MORE THAN 30 DAYS FROM THE DATE WRITTEN. THIS CERTIFICATE OF INSURANCE DOES NOT CHANGE THE COVERAGE PROVIDED BY ANY POLICY DESCRIBED BELOW.

This certifies that: STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY of Bloomington, Illinois
 STATE FARM FIRE AND CASUALTY COMPANY of Bloomington, Illinois
 STATE FARM COUNTY MUTUAL INSURANCE COMPANY OF TEXAS of Dallas, Texas
 STATE FARM INDEMNITY COMPANY of Bloomington, Illinois, or
 STATE FARM GUARANTY INSURANCE COMPANY of Bloomington, Illinois

has coverage in force for the following Named Insured as shown below:

NAMED INSURED: BASILE, MICHAEL DBA PROFESSIONAL TURF MGT							
ADDRESS OF NAMED INSURED: 1310 SADDLE RACK ST APT 302, SAN JOSE CA 95126-5105							
POLICY NUMBER	191 4357-D04-05B						
EFFECTIVE DATE OF POLICY	04/04/2010 to	10/04/2010					
DESCRIPTION OF VEHICLE (Including VIN)	05 FORD EXPED						
LIABILITY COVERAGE	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO					
LIMITS OF LIABILITY							
a. Bodily Injury							
Each Person							
Each Accident							
b. Property Damage							
Each Accident							
c. Bodily Injury & Property Damage							
Single Limit	1,000,000						
Each Accident							
PHYSICAL DAMAGE COVERAGES							
a. Comprehensive	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO					
	\$ 250	Deductible	\$	Deductible	\$	Deductible	\$
b. Collision	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO					
	\$ 500	Deductible	\$	Deductible	\$	Deductible	\$
EMPLOYERS NON-OWNED CAR LIABILITY COVERAGE	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO
HIRED CAR LIABILITY COVERAGE	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO
FLEET - COVERAGE FOR ALL OWNED AND LICENSED MOTOR VEHICLES	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO

Signature of Authorized Representative Name and Address of Certificate Holder CITY OF CUPERTINO 10300 TORRE AVENUE CUPERTINO, CA 95014	AGENT Title	2207 Agent's Code Number	04/23/10 Date
Name and Address of Certificate Holder CITY OF CUPERTINO 10300 TORRE AVENUE CUPERTINO, CA 95014	Name and Address of Agent J PHILLIP DRIVER, III STATE FARM INSURANCE 120 W CAMPBELL AVE. STE A CAMPBELL, CA 95008		

INTERNAL STATE FARM USE ONLY: Request permanent Certificate of Insurance for liability coverage.
 Request Certificate Holder to be added as an Additional Insured.

DOCUMENT 00530

INSURANCE FORMS

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 \$2.0 million per occurrence; \$4.0 million in the aggregate

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

Combined single limit of \$1.0 million per occurrence.

Professional Tort Management
(Contractor's Name)

By: Michael Basile

Dated: 4/27 2010



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 Trust Management, Inc

Address: P.O. Box 700142
San Jose, CA 95170-0142

Description of operations/locations/products insured (show contract name and/or number, if any):

Re: Blackberry Golf Course

2210 Stevens Creek Blvd
Cupertino, CA 95014

WORKER'S COMPENSATION * Statutory Min.

* Employer's Liability

Guard (not Guard
(name of insurer)

Insurance Company's State License No. \$ 1,000,000 \$ 1,000,000 \$ 1,000,000
NAIC # 31470 AM Best

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 / 2,000,000 a 88

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 Self-Insured Medical Expense (any one person) \$ 5,000.

COMMERCIAL GENERAL LIABILITY Retention \$ _____

Scottsdale Insurance Company
(name of insurer)

Policy No. CLS1565924 Expiration Date 7/10/10

AUTOMOTIVE/VEHICLE LIABILITY
Commercial Form
Liability Coverage

BODILY INJURY
Each Person
\$ _____
Each Accident

PROPERTY DAMAGE
Each Accident
\$ _____

STATE FARM INSURANCE

(name of insurer)

\$ _____ or
Combined Single Limit \$ 1,000,000.

Policy No. 191 4357-D04-05B Expiration Date 10/04/2010

BUILDER'S RISK "ALL RISK"

This is to certify that the following policy has been issued by the below-stated company in conformance with the requirements of the project documents and is in force at this time.

N/A

(Name of insurer)

Policy No. _____ Expiration Date _____
Limits of Liability: _____ Deductible: _____

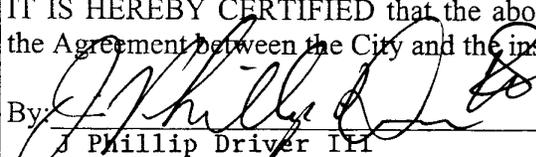
JPD
(agent's initial)

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: 
J Phillip Driver III

Dated: April 23, 2010 20

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



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

Project Title and Number: Blackberry Golf Course

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, and the State of California, and its officers, 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: CLS 1565924
- 3. Effective Date of this Endorsement: 2-4 2010
- 4. Insured: Professional Turf Management, Inc

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, Rick N. Volpatti or 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: Kelly J Volgath
(Original signature required on all Endorsements furnished to the District)

Names of Agent/Agency: Volgath Insurance Services Title: _____

Address: 1985 1st St. #205 Telephone: 925 243 0131

Livermore CA 94550 Facsimile: 925 243 0132



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

Project Title and Number: Blackberry Golf Course

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 _____

POLICY INFORMATION

1. Insurance Company: Scottsdale Insurance Company
2. Insurance Policy Number: CLS1565924
3. Effective Date of this Endorsement: 2-4 20 10
4. Insured: Professional Turf Management, Inc
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 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: Kelly J Volpatti
(Original signature required on all Endorsements furnished to the District)

Names of Agent/Agency: Volpatti Insurance Services, Inc Title: President
 Address: 1985 1st Street #205 Telephone: 925 243 0131
Livermore, CA 94550 Facsimile: 925 243 0132



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

Project Title and Number: Blackberry Golf Course

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: NorGuard
2. Insurance Policy Number: PRWC 120303
3. Effective Date of this Endorsement: 4/1 20 10
4. Insured: Professional Turf Management, Inc

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, Helly 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: Helly J. Volpatti
(Original signature required on all Endorsements furnished to the District)

Names of Agent/Agency: Volpatti Insurance Services Inc Title: _____
Address: 1985 1st St. #205 Telephone: 925 243 0131
Livermore CA 94550 Facsimile: 925 243 0132