

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

This Fifth Amendment to Agreement 15-206 between the City of Cupertino and Professional Turf Management, for reference dated 5/4/2020, is by and between the CITY OF CUPERTINO, a municipal corporation (hereinafter "City") and Professional Turf Management, a California Corporation ("Contractor") whose address is P.O. Box 700142, San Jose, Ca. 95170, and is made with reference to the following:

RECITALS:

- A. On 12/3/2015, Agreement 15-206 ("Agreement") was entered into by and between City and Contractor for Blackberry Farm Golf Course Maintenance and soil sample collection and testing.
- B. On 7/1/2016, City and Contractor agreed to the First Amendment for Blackberry Farm Golf Course Maintenance and soil sample collection and testing.
- C. On 7/1/2017, City and Contractor agreed to the Second Amendment for Blackberry Farm Golf Course Maintenance and soil sample collection and testing.
- D. On 7/1/2018, City and Contractor agreed to the Third Amendment for Blackberry Farm Golf Course Maintenance and soil sample collection and testing.
- E. On 7/1/2019, City and Contractor agreed to the Fourth Amendment for Blackberry Farm Golf Course Maintenance and soil sample collection and testing.
- F. The Agreement and the First, Second, Third, and Fourth Amendments are collectively referred to as the "Agreement" unless otherwise indicated.
- G. City and Contractor desire to modify the Agreement on the terms and conditions set forth herein.

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

1. TERM.

Paragraph 1 of the Agreement is modified to read as follows: The Contractor shall continue work through June 30, 2021, and shall diligently prosecute the work. The term of the Agreement shall terminate on June 30, 2021, unless terminated earlier as

set forth herein.

2. SERVICES TO BE PERFORMED.

Contractor agrees, at its own cost and expense, to furnish all labor, tools, equipment, materials, except as otherwise specified, and to do all work strictly in accordance with the Scope of Work (see Exhibit A). The General and Special Conditions, Technical Provisions and Special Environmental Conditions are hereby referred to and expressly made a part hereof with the same force and effect as if the same were fully incorporated herein. Contractor further agrees to carry out its work in compliance with the City's Shelter In Place and Social Distancing Requirements, attached here and incorporated as Exhibit A-A.

3. Exhibit A-A, attached hereto, is added to the Agreement.

4. COMPENSATION TO CONTRACTOR.

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

5. Exhibit B-2 of the Agreement is replaced with new Exhibit B-3 attached hereto.

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

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

CONTRACTOR
By Michael Basile
Title Owner
Date Jun 16, 2020

CITY OF CUPERTINO
By Deborah L. Feng
Title City Manager
Date Jun 21, 2020

APPROVED AS TO FORM
Heather M. Minner
City Attorney

ATTEST:
Kirsten Squarcia 6/22/20
City Clerk

EXPENDITURE DISTRIBUTION

PO #2016-398	560-63-616 700-702
Original	\$99,600.00
Amendment #1:	\$205,200.00
Amendment #2:	\$205,200.00
Amendment #3:	\$205,200.00
Amendment #4:	\$205,200.00
Amendment #5:	\$205,200.00
Total:	\$1,125,600

Exhibit A-A – SHELTER IN PLACE AND SOCIAL DISTANCING REQUIREMENTS

A. Health Laws Acknowledged. It is acknowledged that Consultant's/Contractor's ("Contractor") duty to comply with Laws, as defined in Section 13 of the Contract/Agreement ("Contract"), includes immediate compliance by Contractor and its subcontractors with the restrictions on travel and the Social Distancing Requirements set forth in the most recent health order issued by the County of Santa Clara Health Department in response to the COVID-19 pandemic, and any subsequent amendments or superseding orders thereto (the "Health Order"), and any other local, state, or federal laws that have been or may be enacted in response to the COVID-19 pandemic (collectively, "Health Laws").

B. Health Order Compliance. Contractor shall comply with any restrictions on travel and social distancing requirements in the Health Order when performing work under this Contract. If a scope of work item, notice to proceed, or work order under this Contract specifies work that cannot be performed in compliance with the Health Order or other Health Laws, Contractor shall refrain from conducting the work and immediately inform the City.

C. Individuals at High Risk of Severe Illness. Nothing in this Contract shall be interpreted to require any person at high risk of severe illness from COVID-19 to leave their residence to perform work under the Contract. Contractor will inform the City if other arrangements for the work must be made, and City will do so, with no penalty to Contractor, although Contractor will not be compensated for work performed by the City or third parties. Information from the Center for Disease Control ("CDC") on "high risk" categories is available at the CDC's website at: <https://www.cdc.gov/coronavirus/2019-ncov/specific-groups/people-at-higher-risk.html>.

D. Health Order Requirements and Best Practices. Contractor will immediately undertake all appropriate measures to ensure compliance with the Social Distancing Requirements in the Health Order by all individuals on any project site or work area performing work under this Contract, including Contractor's or any subcontractor's workers, employees, representatives, vendors, or suppliers (collectively, "workers"), and shall maintain these measures for as long as required by the Health Order or other Health Laws. In particular, Contractor must comply with the provisions of Appendix B-1 or B-2 (attached hereto) to the Health Order, as applicable.

Further, as long as required by the operative Health Order including Appendix B-1 or B-2, or other Health Laws, these measures shall include, but are not limited to, the following best practices:

1. Information. Inform all workers of the Social Distancing Requirements and these best practices, including any updates or modifications, and require compliance as a condition to being present on the project site or work area.

2. Sick Workers. Prohibit any individuals who have been tentatively or conclusively diagnosed with COVID-19 or who have any symptoms of illness, including the following, from entering or remaining on the project site or work area: fever, cough, shortness of

breath, sore throat, body aches, chills, sudden loss of smell or taste or other flu-like symptoms. *Encourage sick workers to get immediate medical attention.*

a. Daily Screening. A supervisor must ask the following questions of each worker before the worker is permitted to enter the project site or work area each day, and a worker who responds "yes" to any one of the following questions must be asked to leave immediately and will not be permitted back on the project site or work area until cleared based on meeting the applicable requirements set forth in the CDC's Interim Guidance on Discontinuation of Home Isolation for Persons with COVID-19 (<https://www.cdc.gov/coronavirus/2019-ncov/hcp/disposition-in-home-patients.html>):

(1) Have you had any of the following symptoms within the past 14 days: fever, cough, shortness of breath, sore throat, body aches, chills, sudden loss or smell or taste, or any other flu-like symptoms?

(2) Have you or anyone in your household been in contact with a person that has been diagnosed with, has symptoms of, or is being tested for COVID-19?

(3) Have you been medically directed to self-quarantine due to possible exposure to COVID-19?

3. Signage/Posters. In compliance with the Health Order, post a Social Distancing Protocol, substantially in the form attached to the Health Order as Appendix A, at all project site or work area entry points, and in other areas where they are likely to be seen (e.g., project trailers, sanitary facilities, break areas). The Social Distancing Protocol must explain how Contractor is achieving compliance with social distancing requirements. Resources for this purpose are available from the CDC at: <https://www.cdc.gov/coronavirus/2019-ncov/community/guidance-business-response.html> A copy of the Social Distancing Protocol must also be provided to each employee performing work at the project site or work area.

4. Sanitary Facilities. Ensure adequate handwashing and/or hand-sanitizing facilities are available at all times and encourage frequent handwashing and/or hand-sanitizing throughout the day as specified below. Portable sanitary facilities must be serviced and cleaned on a daily basis. Provide hand sanitizer in or around all toilet facilities and common areas, including project trailers.

a. Handwashing. Wash hands using soap and water for at least 20 seconds.

b. Hand-sanitizer. Use a hand sanitizer that contains at least 60-95% alcohol when handwashing is not immediately available.

c. Paper Products. Ensure that toilet paper, tissues, and paper towels are available as appropriate, with designated receptacles for disposal.

5. Distancing. Prohibit workers from being less than six feet apart, unless and only to the extent that would compromise worker safety or violate safety Laws for specific operations. Prohibit handshaking or any physical contact among workers, with the sole and limited exception of any physical contact required for worker safety or to comply with safety Laws. Avoid sharing tools to the extent possible. Require workers to provide their own transportation where possible and to avoid having more than two workers in a vehicle.

6. Groups/Meetings/Site Access. Avoid any group gatherings of 10 or more people. Use electronic alternatives to in person meetings, e.g., conference calls, video-conferencing, etc., to the greatest extent possible. Limit access to the project site or any work area to workers who are necessary to perform the work at that time. Allow non-essential personnel to work from home to the extent possible. Avoid all non-essential travel. Do not stack trades if possible.

7. Frequent Cleaning. Provide for regular and appropriate cleaning of all high touch surfaces at a project site or work area, including, but not limited to, shared tools or equipment, doorknobs and handles, toolboxes, sanitary facilities, common break areas, keypads, touch screens, project trailer surfaces and equipment, light or power switches, workstations, countertops, break areas, and the like. Clean and/or disinfect any reusable items or equipment. Clean surfaces of shared vehicles, including steering wheels, gear shifts, handles, instrument panels, etc. Ensure that cleaning products are used correctly and safely, and avoid cleaning techniques, such as use of pressurized air or water sprays, that may generate bioaerosols.

8. Personal Protective Equipment. When workers cannot avoid close proximity or physical contact, e.g., based on applicable safety laws, or are otherwise at risk for exposure to COVID-19, ensure that the affected workers are provided with appropriate personal protective equipment ("PPE"), which may include disposable gloves and/or other PPE. Instruct workers to wash or sanitize hands after removing gloves or other PPE. Ensure that all personal protective equipment is disposed of properly.

9. Water and Food. Prohibit shared or communal food or common water coolers. Provide individual water bottles for workers or instruct workers to bring their own.

10. Enforcement. Immediately eject any worker who fails or refuses to comply with the Health Laws, Social Distancing Requirements, or these best practices from the project site until or unless the Project Manager issues a written authorization for the worker to return, subject to full compliance.

F. Proof of Compliance. If Contractor is subject to Appendix B-1 of the Health Order, Contractor must provide to the City the name and contact information for its designated site-specific COVID-19 supervisor(s). If Contractor is subject to Appendix B-2 of the Health Order, Contractor must provide to the City a copy of its Site-Specific Health and Safety Plan. Any changes to the COVID-19 supervisor or the Site-Specific Health and Safety Plan must be reported to the City immediately.

E. Oversight. In order to ensure that all workers comply with the Social Distancing Requirements to the extent possible, Contractor shall designate a named individual to have primary responsibility for implementation and enforcement of the Social Distancing Requirements and these best practices, and to serve as the primary point of contact with the City in this regard. Contractor shall promptly inform the City of the name of this individual.

F. Changed Requirements. It is understood and acknowledged that circumstances pertaining to the COVID-19 pandemic are evolving rapidly and that new local, state, or federal requirements may modify the requirements under this Exhibit. Contractor agrees to work cooperatively with the City to implement new or changed requirements as quickly as possible.

G. Subcontracts. Contractor shall include the terms of this Exhibit in all subcontracts and require any agents, subcontractors, or subconsultants to comply with its provisions.

Attachments to Exhibit A-A

Appendix B-1 to June 5, 2020 Health Order

Appendix B-2 to June 5, 2020 Health Order

1228578.4

Appendix B-1
(Effective June 5, 2020)

Small Construction Project Safety Protocol

1. Any construction project meeting any of the following specifications is subject to this Small Construction Project Safety Protocol (“SCP Protocol”), including public works projects unless otherwise specified by the Health Officer:
 - a. For residential projects, any single-family, multi-family, senior, student, or other residential construction, renovation, or remodel project consisting of 10 units or less. This SCP Protocol does not apply to construction projects where a person is performing construction on their current residence either alone or solely with members of their own household.
 - b. For commercial projects, any construction, renovation, or tenant improvement project consisting of 20,000 square feet of floor area or less.
 - c. For mixed-use projects, any project that meets both of the specifications in subsection 1.a and 1.b.
 - d. All other construction projects not subject to the Large Construction Project Safety Protocol set forth in Appendix B-2.

2. The following restrictions and requirements must be in place at all construction job sites subject to this SCP Protocol:
 - a. Comply with all applicable and current laws and regulations including but not limited to OSHA and Cal-OSHA. If there is any conflict, difference, or discrepancy between or among applicable laws and regulations and/or this SCP Protocol, the stricter standard shall apply.
 - b. Designate a site-specific COVID-19 supervisor or supervisors to enforce this guidance. A designated COVID-19 supervisor must be present on the construction site at all times during construction activities. A COVID-19 supervisor may be an on-site worker who is designated to serve in this role.
 - c. The COVID-19 supervisor must review this SCP Protocol with all workers and visitors to the construction site.
 - d. Establish a daily screening protocol for arriving staff to ensure that potentially infected staff do not enter the construction site. If workers leave the jobsite and return the same day, establish a cleaning and decontamination protocol prior to entry and exit of the jobsite. Post the daily screening protocol at all entrances and exits to the jobsite. More information on screening can be found online at: <https://www.cdc.gov/coronavirus/2019-ncov/community/index.html>.
 - e. Practice social distancing by maintaining a minimum six-foot distance between workers at all times, except as strictly necessary to carry out a task associated with the construction project.

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- f. Where construction work occurs within an occupied residential unit, separate work areas must be sealed off from the remainder of the unit with physical barriers such as plastic sheeting or closed doors sealed with tape to the extent feasible. If possible, workers must access the work area from an alternative entry/exit door to the entry/exit door used by residents. Available windows and exhaust fans must be used to ventilate the work area. If residents have access to the work area between workdays, the work area must be cleaned and sanitized at the beginning and at the end of workdays. Every effort must be taken to minimize contact between workers and residents, including maintaining a minimum of six feet of social distancing at all times.
- g. Where construction work occurs within common areas of an occupied residential or commercial building or a mixed-use building in use by on-site employees or residents, separate work areas must be sealed off from the rest of the common areas with physical barriers such as plastic sheeting or closed doors sealed with tape to the extent feasible. If possible, workers must access the work area from an alternative building entry/exit door to the building entry/exit door used by residents or other users of the building. Every effort must be taken to minimize contact between worker and building residents and users, including maintaining a minimum of six feet of social distancing at all times.
- h. Prohibit gatherings of any size on the jobsite, including gatherings for breaks or eating, except for meetings regarding compliance with this protocol or as strictly necessary to carry out a task associated with the construction project.
- i. Cal-OSHA requires employers to provide water, which should be provided in single-serve containers. Sharing of any of any food or beverage is strictly prohibited and if sharing is observed, the worker must be sent home for the day.
- j. Provide personal protective equipment (PPE) specifically for use in construction, including gloves, goggles, face shields, and face coverings as appropriate for the activity being performed. At no time may a contractor secure or use medical-grade PPE unless required due to the medical nature of a jobsite. Face coverings must be worn in compliance with the April 17, 2020 Guidance from the County of Santa Clara Public Health Department, available at: <https://www.sccgov.org/sites/covid19/Pages/learn-what-to-do.aspx#howto>.
- k. Strictly control “choke points” and “high-risk areas” where workers are unable to maintain six-foot social distancing and prohibit or limit use to ensure that six-foot distance can easily be maintained between individuals.
- l. Minimize interactions and maintain social distancing with all site visitors, including delivery workers, design professional and other project consultants, government agency representatives, including building and fire inspectors, and residents at residential construction sites.
- m. Stagger trades as necessary to reduce density and allow for easy maintenance of minimum six-foot separation.

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- n. Discourage workers from using others' desks, work tools, and equipment. If more than one worker uses these items, the items must be cleaned and disinfected with disinfectants that are effective against COVID-19 in between use by each new worker. Prohibit sharing of PPE.
- o. If hand washing facilities are not available at the jobsite, place portable wash stations or hand sanitizers that are effective against COVID-19 at entrances to the jobsite and in multiple locations dispersed throughout the jobsite as warranted.
- p. Clean and sanitize any hand washing facilities, portable wash stations, jobsite restroom areas, or other enclosed spaces daily with disinfectants that are effective against COVID-19. Frequently clean and disinfect all high touch areas, including entry and exit areas, high traffic areas, rest rooms, hand washing areas, high touch surfaces, tools, and equipment
- q. Maintain a daily attendance log of all workers and visitors that includes contact information, including name, phone number, address, and email.
- r. Post a notice in an area visible to all workers and visitors instructing workers and visitors to do the following:
 - i. Do not touch your face with unwashed hands or with gloves.
 - ii. Frequently wash your hands with soap and water for at least 20 seconds or use hand sanitizer with at least 60% alcohol.
 - iii. Clean and disinfect frequently touched objects and surfaces such as work stations, keyboards, telephones, handrails, machines, shared tools, elevator control buttons, and doorknobs.
 - iv. Cover your mouth and nose when coughing or sneezing, or cough or sneeze into the crook of your arm at your elbow/sleeve.
 - v. Do not enter the jobsite if you have a fever, cough, or other COVID-19 symptoms. If you feel sick, or have been exposed to anyone who is sick, stay at home.
 - vi. Constantly observe your work distances in relation to other staff. Maintain the recommended minimum six feet at all times when not wearing the necessary PPE for working in close proximity to another person.
 - vii. Do not carpool to and from the jobsite with anyone except members of your own household unit, or as necessary for workers who have no alternative means of transportation.
 - viii. Do not share phones or PPE.
- s. In the event of a confirmed case of COVID-19 at any jobsite, the following must take place:
 - i. Immediately remove the infected individual from the jobsite with directions to seek medical care.
 - ii. Each location the infected worker was at must be decontaminated and sanitized by an outside vendor certified in hazmat clean ups, and work in these locations must cease until decontamination and sanitization is complete.
 - iii. The County Public Health Department must be notified immediately by both telephone (by calling 408.885.4214) and by email (by sending an email to coronavirus@phd.sccgov.org). Any requirements specified by the County health officials must be completed, including full compliance with any tracing efforts by the County.

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Large Construction Project Safety Protocol

1. Any construction project meeting any of the following specifications is subject to this Large Construction Project Safety Protocol (“LCP Protocol”), including public works projects unless otherwise specified by the Health Officer:
 - a. For residential construction projects, any single-family, multi-family, senior, student, or other residential construction, renovation, or remodel project consisting of more than 10 units.
 - b. For commercial construction projects, any construction, renovation, or tenant improvement project consisting of more than 20,000 square feet of floor area.
 - c. For construction of Essential Infrastructure, as defined in section 16.c of the Order, any project that requires 20 or more workers at the jobsite at any one time.

2. The following restrictions and requirements must be in place at all construction job sites subject to this LCP Protocol:
 - a. Comply with all applicable and current laws and regulations including but not limited to OSHA and Cal-OSHA. If there is any conflict, difference or discrepancy between or among applicable laws and regulations and/or this LCP Protocol, the stricter standard will apply.
 - b. Prepare a new or updated Site-Specific Health and Safety Plan to address COVID-19-related issues, post the Plan on-site at all entrances and exits, and produce a copy of the Plan to County governmental authorities upon request. The Plan must be translated as necessary to ensure that all non-English speaking workers are able to understand the Plan.
 - c. Provide personal protective equipment (PPE) specifically for use in construction, including gloves, goggles, face shields, and face coverings as appropriate for the activity being performed. At no time may a contractor secure or use medical-grade PPE, unless required due to the medical nature of a job site. Face coverings must be worn in compliance with the April 17, 2020 Guidance from the County of Santa Clara Public Health Department, available at:
<https://www.sccgov.org/sites/covid19/Pages/learn-what-to-do.aspx#howto>.
 - d. Ensure that employees are trained in the use of PPE. Maintain and make available a log of all PPE training provided to employees and monitor all employees to ensure proper use of the PPE.
 - e. Prohibit sharing of PPE.

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- f. Implement social distancing requirements including, at minimum:
 - i. Stagger stop- and start-times for shift schedules to reduce the quantity of workers at the jobsite at any one time to the extent feasible.
 - ii. Stagger trade-specific work to minimize the quantity of workers at the jobsite at any one time.
 - iii. Require social distancing by maintaining a minimum six-foot distance between workers at all times, except as strictly necessary to carry out a task associated with the project.
 - iv. Prohibit gatherings of any size on the jobsite, except for safety meetings or as strictly necessary to carry out a task associated with the project.
 - v. Strictly control “choke points” and “high-risk areas” where workers are unable to maintain minimum six-foot social distancing and prohibit or limit use to ensure that minimum six-foot distancing can easily be maintained between workers.
 - vi. Minimize interactions and maintain social distancing with all site visitors, including delivery workers, design professional and other project consultants, government agency representatives, including building and fire inspectors, and residents at residential construction sites.
 - vii. Prohibit workers from using others’ phones or desks. Any work tools or equipment that must be used by more than one worker must be cleaned with disinfectants that are effective against COVID-19 before use by a new worker.
 - viii. Place wash stations or hand sanitizers that are effective against COVID-19 at entrances to the jobsite and in multiple locations dispersed throughout the jobsite as warranted.
 - ix. Maintain a daily attendance log of all workers and visitors that includes contact information, including name, address, phone number, and email.
 - x. Post a notice in an area visible to all workers and visitors instructing workers and visitors to do the following:
 - 1. Do not touch your face with unwashed hands or with gloves.
 - 2. Frequently wash your hands with soap and water for at least 20 seconds or use hand sanitizer with at least 60% alcohol.
 - 3. Clean and disinfect frequently touched objects and surfaces such as workstations, keyboards, telephones, handrails, machines, shared tools, elevator control buttons, and doorknobs.
 - 4. Cover your mouth and nose when coughing or sneezing or cough or sneeze into the crook of your arm at your elbow/sleeve.
 - 5. Do not enter the jobsite if you have a fever, cough, or other COVID-19 symptoms. If you feel sick, or have been exposed to anyone who is sick, stay at home.
 - 6. Constantly observe your work distances in relation to other staff. Maintain the recommended minimum six-foot distancing at all times when not wearing the necessary PPE for working in close proximity to another person.
 - 7. Do not share phones or PPE.

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- xi. The notice in section 2.f.x must be translated as necessary to ensure that all non-English speaking workers are able to understand the notice.

- g. Implement cleaning and sanitization practices in accordance with the following:
 - i. Frequently clean and sanitize, in accordance with CDC guidelines, all high-traffic and high-touch areas including, at a minimum: meeting areas, jobsite lunch and break areas, entrances and exits to the jobsite, jobsite trailers, hand-washing areas, tools, equipment, jobsite restroom areas, stairs, elevators, and lifts.
 - ii. Establish a cleaning and decontamination protocol prior to entry and exit of the jobsite and post the protocol at entrances and exits of jobsite.
 - iii. Supply all personnel performing cleaning and sanitization with proper PPE to prevent them from contracting COVID-19. Employees must not share PPE.
 - iv. Establish adequate time in the workday to allow for proper cleaning and decontamination including prior to starting at or leaving the jobsite for the day.

- h. Implement a COVID-19 community spread reduction plan as part of the Site-Specific Health and Safety Plan that includes, at minimum, the following restrictions and requirements:
 - i. Prohibit all carpooling to and from the jobsite except by workers living within the same household unit, or as necessary for workers who have no alternative means of transportation.
 - ii. Cal-OSHA requires employers to provide water, which should be provided in single-serve containers. Prohibit any sharing of any food or beverage and if sharing is observed, the worker must be sent home for the day.
 - iii. Prohibit use of microwaves, water coolers, and other similar shared equipment.

- i. Assign a COVID-19 Safety Compliance Officer (SCO) to the jobsite and ensure the SCO's name is posted on the Site-Specific Health and Safety Plan. The SCO must:
 - i. Ensure implementation of all recommended safety and sanitation requirements regarding the COVID-19 virus at the jobsite.
 - ii. Compile daily written verification that each jobsite is compliant with the components of this LCP Protocol. Each written verification form must be copied, stored, and made immediately available upon request by any County official.
 - iii. Establish a daily screening protocol for arriving staff, to ensure that potentially infected staff do not enter the construction site. If workers leave the jobsite and return the same day, establish a cleaning and decontamination protocol prior to entry and exit of the jobsite. Post the daily screening protocol at all entrances and exit to the jobsite. More information on screening can be found online at: <https://www.cdc.gov/coronavirus/2019-ncov/community/index.html>.
 - iv. Conduct daily briefings in person or by teleconference that must cover the following topics:
 - 1. New jobsite rules and pre-job site travel restrictions for the prevention of COVID-19 community spread.
 - 2. Review of sanitation and hygiene procedures.
 - 3. Solicitation of worker feedback on improving safety and sanitation.
 - 4. Coordination of construction site daily cleaning/sanitation requirements.
 - 5. Conveying updated information regarding COVID-19.

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6. Emergency protocols in the event of an exposure or suspected exposure to COVID-19.
 - v. Develop and ensure implementation of a remediation plan to address any non-compliance with this LCP Protocol and post remediation plan at entrance and exit of jobsite during remediation period. The remediation plan must be translated as necessary to ensure that all non-English speaking workers are able to understand the document.
 - vi. The SCO must not permit any construction activity to continue without bringing such activity into compliance with these requirements.
 - vii. Report repeated non-compliance with this LCP Protocol to the appropriate jobsite supervisors and a designated County official.

- j. Assign a COVID-19 Third-Party Jobsite Safety Accountability Supervisor (JSAS) for the jobsite, who at a minimum holds an OSHA-30 certificate and first-aid training within the past two years, who must be trained in the protocols herein and verify compliance, including by visual inspection and random interviews with workers, with this LCP Protocol.
 - i. Within seven calendar days of each jobsite visit, the JSAS must complete a written assessment identifying any failure to comply with this LCP Protocol. The written assessment must be copied, stored, and, upon request by the County, sent to a designated County official.
 - ii. If the JSAS discovers that a jobsite is not in compliance with this LCP Protocol, the JSAS must work with the SCO to develop and implement a remediation plan.
 - iii. The JSAS must coordinate with the SCO to prohibit continuation of any work activity not in compliance with rules stated herein until addressed and the continuing work is compliant.
 - iv. The remediation plan must be sent to a designated County official within five calendar days of the JSAS's discovery of the failure to comply.

- k. In the event of a confirmed case of COVID-19 at any jobsite, the following must take place:
 - i. Immediately remove the infected individual from the jobsite with directions to seek medical care.
 - ii. Each location the infected worker was at must be decontaminated and sanitized by an outside vendor certified in hazmat clean ups, and work in these locations must cease until decontamination and sanitization is complete.
 - iii. The County Public Health Department must be notified immediately by both telephone (by calling 408.885.4214) and by email (by sending an email to coronavirus@phd.sccgov.org). Any requirements specified by the County health officials must be completed, including full compliance with any tracing efforts by the County.

- l. Where construction work occurs within an occupied residential unit, any separate work area must be sealed off from the remainder of the unit with physical barriers such as plastic sheeting or closed doors sealed with tape to the extent feasible. If possible, workers must access the work area from an alternative entry/exit door to the entry/exit door used by

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residents. Available windows and exhaust fans must be used to ventilate the work area. If residents have access to the work area between workdays, the work area must be cleaned and sanitized at the beginning and at the end of workdays. Every effort must be taken to minimize contact between workers and residents, including maintaining a minimum of six feet of social distancing at all times.

- m. Where construction work occurs within common areas of an occupied residential or commercial building or a mixed-use building in use by on-site employees or residents, any separate work area must be sealed off from the rest of the common areas with physical barriers such as plastic sheeting or closed doors sealed with tape to the extent feasible. If possible, workers must access the work area from an alternative building entry/exit door to the building entry/exit door used by residents or other users of the building. Every effort must be taken to minimize contact between worker and building residents and users, including maintaining a minimum of six feet of social distancing at all times.

**EXHIBIT B-3
COMPENSATION**

COMPENSATION

Payment for services to be performed in Fiscal Year 2020-21 From July 1, 2020 to June 30, 2021 shall be \$17,000.00 per month for maintenance activities as described in Exhibit A, plus \$100.00 per each soil sample and testing with a maximum Quantity of 12.

Payment for services to be performed in Fiscal Year 2020-21 shall not exceed \$205,200 as noted below.

<u>Item</u>	<u>Unit</u>	<u>Qty</u>	<u>Unit Price</u>	<u>Total Cost</u>
Blackberry Farm Golf Course Maintenance	Month	12	\$17,000.00	\$204,000.00
Soil Sampling Collection	Each	12	\$100.00	<u>\$1200.00</u>
TOTAL FEE for services, Fiscal Year 2020-21, Not to Exceed:				\$205,200.00

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.
CPS3341472	04/01/2020	PROFESSIONAL TURF MANAGEMENT, INC.	040AO

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

With respect to this endorsement, **SECTION II - WHO IS AN INSURED** is amended to include as an additional insured any person or organization whom you are required to add as an additional insured on this policy under a written contract, written agreement or written permit which must be:

- a. Currently in effect or becoming effective during the term of the policy; and
- b. Executed prior to the "bodily injury," "property damage," or "personal and advertising injury."

The insurance provided to these additional insureds is limited as follows:

1. That person or organization is an additional insured only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by:
 - a. Your acts or omissions; or
 - b. The acts or omissions of those acting on your behalf.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

2. With respect to the insurance afforded to these additional insureds, the following exclusions are added to item 2. **Exclusions of SECTION I - COVERAGES:**

This insurance does not apply to "bodily injury," "property damage" or "personal and advertising injury" occurring after:

- a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
 - b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
3. The limits of insurance applicable to the additional insured are those specified in the written contract, written agreement or written permit or in the Declarations for this policy, whichever is less. These limits of insurance are inclusive of, and not in addition to, the Limits of Insurance shown in the Declarations for this policy.
 4. Coverage is not provided for "bodily injury," "property damage," or "personal and advertising injury" arising out of the sole negligence of the additional insured.
 5. The insurance provided to the additional insured does not apply to "bodily injury," "property damage," or "personal and advertising injury" arising out of an architect's, engineer's or surveyor's rendering of or failure to render any professional services including:

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- a. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 - b. Supervisory, inspection, architectural or engineering activities.
6. Any coverage provided hereunder will be excess over any other valid and collectible insurance available to the additional insured whether primary, excess, contingent or on any other basis unless a

written contract specifically requires that this insurance be primary.

When this insurance is excess, we will have no duty under **SECTION I - COVERAGES** to defend the additional insured against any "suit" if any other insurer has a duty to defend the additional insured against that "suit." If no other insurer defends, we will undertake to do so, but we will be entitled to the additional insured's rights against all those other insurers.

AUTHORIZED REPRESENTATIVE

DATE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/ COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - CALIFORNIA

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 5% of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization

City of Cupertino Blackberry Farm Golfcourse

10300 Torre Avenue
Cupertino CA 95014

Job Description

Specific Waiver per written contract

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated. (The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective	4/1/2020	Policy No.	TWC3863732	Endorsement No.	1
Insured	Professional Turf Management, Inc. (A Corp)			Premium \$	8,605
Insurance Company	Technology Insurance Company, Inc.				

Countersigned by _____

AT2 A-0264 A
BASILE, MICHAEL
DBA PROFESSIONAL TURF MGT
1310 SADDLE RACK ST APT 302
SAN JOSE CA 95126-5105

AUTO RENEWAL

AMOUNT DUE: \$517.17

Payment is due by April 04, 2020

Your State Farm Agent

JOSEPH FRANGIEH INS AGY INC

Office: 408-793-8303

Address: 120 W CAMPBELL AVE STE A
CAMPBELL, CA 95008-1044

If you have a new or different car, have added any drivers, or have moved, please contact your agent.

Thank you for choosing State Farm.

Policy Number: 191 4357-D04-05J

Policy Period: April 4, 2020 to October 4, 2020

Vehicle:

2013 FORD EDGE

Principal Driver:

MICHAEL BASILE

CONVENIENT PAYMENT OPTION: You may use one of State Farm's alternate payment plans which divides your present premium into two separate payments.

You may pay one half of the amount due, \$258.58, plus a handling charge of \$2.00. The amount due on APR 04 2020 will be \$260.58.

The remaining half will be due on JUN 03 2020. We'll send you a reminder notice.

When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

Policy Number: 191 4357-D04-05J
Prepared January 22, 2020
1004583

Page number 1 of 5

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143562 202 01-15-2018

**Power To Pay
Your Way**



Online
statefarm.com/pay



Mobile
Use the
State Farm mobile app



Call
Automated Line: 1-800-440-0998
Your agent: 408-793-8303



Mail
Send us
a check



Visit your
State Farm
agent

Key code: 1682102759



Insured: BASILE, MICHAEL

Policy Number: 191 4357-D04-05J

Amount Due: \$517.17

Please pay by April 04, 2020

Make payment to State Farm

0209004267

State Farm Insurance Companies
P.O. Box 680001
Dallas, TX 75368-0001



For Office Use Only

AUTO REN	\$517.17	0426
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3-A3 A 0264-FB0C
APP DT 05-14-2020 MUTL VOL

10026058 359009500051717 805200191435711102>

VEHICLE INFORMATION

Review your policy information carefully. If anything is incorrect, or if there are any changes to your vehicle information, please let us know right away.

Vehicle Description	Vehicle Identification Number (VIN)	Who principally drives this vehicle?	How is this vehicle normally used?
2013 FORD EDGE	2FMDK3JC1DBA83377	MICHAEL BASILE, a divorced individual, who will have 41 years of driving experience as of April 04, 2020.	Business.

Other Household Vehicle(s)

Your premium may be influenced by other State Farm policies that currently insure the following vehicle(s) in your household:

2019 FORD F150

The premium on the expiring policy term was based on 15,900 miles per year.

The premium on the renewal policy term was based on 15,900 miles per year.

The premium for this renewal was determined using an annual mileage this vehicle is expected to be driven that was developed from information we obtained or was provided by you. Please contact us if you expect your annual mileage to change over the next year.

Premium Adjustment

Each year, we review our medical payments and personal injury protection coverages claim experience to determine the vehicle safety discount that is applied to each make and model. In addition, we review the comprehensive, collision, bodily injury and property damage claim experience annually to determine which makes and models have earned decreases or increases from State Farm's standard rates. If any changes result from our reviews, adjustments are reflected in the rates shown on this renewal notice.



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Go to statefarm.com/pay to make a payment.

We're here to help life go right[®] with secure, simpler way to pay.

DRIVER INFORMATION

Assigned Driver(s)

The following driver(s) are assigned to the vehicle(s) on this policy.

Name	Driving Experience as of April 04, 2020	Marital Status
MICHAEL BASILE	41 years	Divorced

Principal Driver & Assigned Drivers

For each automobile, the **Principal Driver** is the individual who most frequently drives it.

Each driver is designated as an **Assigned Driver** on the household automobile that they most frequently drive. Your

premium may be influenced by the information shown for these drivers.

COVERAGE AND LIMITS *See your policy for an explanation of these coverages.*

A	Liability 1,000,000	
	Bodily Injury & Property Damage	\$274.74
C	Medical Payments 10,000	\$14.06
D	250 Deductible Comprehensive	\$36.26
G	500 Deductible Collision	\$135.18
H	Emergency Road Service	\$4.23
U	Uninsured Motor Vehicle	
	Bodily Injury 250,000/500,000	\$50.05
U1	Uninsured Motor Vehicle	
	Property Damage	\$2.65
Amount Due		\$517.17

If any coverage you carry is changed to give broader protection with no additional premium charge, we will give

you the broader protection without issuing a new policy, starting on the date we adopt the broader protection.

DISCOUNTS *These adjustments have already been applied to your premium.*

Multiple Line	✓
Multicar	✓
Vehicle Safety	✓
Driving Safety Record	✓
California Good Driver	✓
Loyalty	✓
Total Discounts	\$2,076.36

Other Available Discount(s)

You may be eligible for additional discounts
See the enclosed insert for more information.

Mature Driver



AT2 A-0264 A
BASILE, MICHAEL
DBA PROFESSIONAL TURF MGT
1310 SADDLE RACK ST APT 302
SAN JOSE CA 95126-5105

AUTO RENEWAL

AMOUNT DUE: \$706.90

Payment is due by July 07, 2020

Your State Farm Agent

JOSEPH FRANGIEH INS AGY INC

Office: 408-793-8303

Address: 120 W CAMPBELL AVE STE A
CAMPBELL, CA 95008-1044

If you have a new or different car, have added any drivers, or have moved, please contact your agent.

Thank you for choosing State Farm.

Policy Number: 273 4810-A07-05E

Policy Period: July 7, 2020 to January 7, 2021

Vehicle:

2019 FORD F150

Principal Driver:

MICHAEL BASILE

CONVENIENT PAYMENT OPTION: You may use one of State Farm's alternate payment plans which divides your present premium into two separate payments.

You may pay one half of the amount due, \$353.45, plus a handling charge of \$2.00. The amount due on JUL 07 2020 will be \$355.45.

The remaining half will be due on SEP 05 2020. We'll send you a reminder notice.

Your auto insurance rates are impacted by the mileage your vehicle is driven. To ensure we've priced our insurance coverage accurately based on the number of miles you drive, we obtained valid mileage information for this vehicle through a third party provider and/or from you. Annual mileage was determined using this data and applied. Please contact your State Farm agent with questions within 30 days of your policy's renewal date.

(continued on next page)

Policy Number: 273 4810-A07-05E
Prepared April 24, 2020
1004583

Page number 1 of 5

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Your Way**



Online
statefarm.com/pay



Mobile
Use the
State Farm mobile app



Call
Automated Line: 1-800-440-0998
Your agent: 408-793-8303



Mail
Send us
a check



Visit your
State Farm
agent

Key code: 1684007625



Insured: BASILE, MICHAEL

Policy Number: 273 4810-A07-05E

Amount Due: \$706.90

Please pay by July 07, 2020

Make payment to State Farm

0209007291

State Farm Insurance Companies
P.O. Box 680001
Dallas, TX 75368-0001



For Office Use Only

AUTO REN	\$706.90	0729
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APP DT 08-16-2020 MUTL VOL

40035545 059018900070690 905200273481011102>

When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. When we use information from your check to make an electronic fund

transfer, funds may be withdrawn from your account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

VEHICLE INFORMATION

Review your policy information carefully. If anything is incorrect, or if there are any changes to your vehicle information, please let us know right away.

Vehicle Description	Vehicle Identification Number (VIN)	Who principally drives this vehicle?	How is this vehicle normally used?
2019 FORD F150	1FTEW1C43KKD28593	MICHAEL BASILE, a divorced individual, who will have 41 years of driving experience as of July 07, 2020.	To Work, School or Pleasure.

Other Household Vehicle(s)

Your premium may be influenced by other State Farm policies that currently insure the following vehicle(s) in your household:

2013 FORD EDGE

The premium on the expiring policy term was based on 10,600 miles per year.

The premium on the renewal policy term was based on 14,100 miles per year.

The premium for this renewal was determined using an annual mileage this vehicle is expected to be driven that

was developed from information we obtained or was provided by you. The national average is more than 12,000 miles driven annually according to the U.S. Department of Transportation. Please contact us if you expect your annual mileage to change over the next year.

(continued on next page)



**As secure as it
is convenient.**

We've taken the hassle out of online bill payment.

Go to statefarm.com/pay to make a payment.

We're here to help life go right[®] with secure, simpler way to pay.

VEHICLE INFORMATION *continued*

Premium Adjustment

Each year, we review our medical payments and personal injury protection coverages claim experience to determine the vehicle safety discount that is applied to each make and model. In addition, we review the comprehensive, collision, bodily injury and property damage claim experience

annually to determine which makes and models have earned decreases or increases from State Farm's standard rates. If any changes result from our reviews, adjustments are reflected in the rates shown on this renewal notice.

DRIVER INFORMATION

Principal Driver & Assigned Drivers

For each automobile, the **Principal Driver** is the individual who most frequently drives it.

Each driver is designated as an **Assigned Driver** on the household automobile that they most frequently drive. Your

premium may be influenced by the information shown for these drivers.

COVERAGE AND LIMITS *See your policy for an explanation of these coverages.*

A	Liability	
	Bodily Injury 1,000,000/1,000,000	
	Property Damage 1,000,000	\$287.14
C	Medical Payments 10,000	\$16.22
D	250 Deductible Comprehensive	\$81.43
G	500 Deductible Collision	\$263.82
H	Emergency Road Service	\$4.23
U	Uninsured Motor Vehicle	
	Bodily Injury 250,000/500,000	\$51.34
U1	Uninsured Motor Vehicle	
	Property Damage	\$2.72
Amount Due		\$706.90

If any coverage you carry is changed to give broader protection with no additional premium charge, we will give

you the broader protection without issuing a new policy, starting on the date we adopt the broader protection.

DISCOUNTS *These adjustments have already been applied to your premium.*

Multiple Line	✓
Multicar	✓
Vehicle Safety	✓
Driving Safety Record	✓
California Good Driver	✓
Loyalty	✓
Total Discounts	\$2,786.98











PTM 5th Amendment to Agreement for BBF Golf Course Maintenance


Final Audit Report


2020-06-22


Created:	2020-06-09
By:	Kevin Khuu (KevinK@cupertino.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAsnfNTyYRwE3RKY0yM5uXpTo6wR2BTmJ


"PTM 5th Amendment to Agreement for BBF Golf Course Maintenance" History


-  Document created by Kevin Khuu (KevinK@cupertino.org)
2020-06-09 - 9:53:06 PM GMT- IP address: 73.158.53.147
-  Document emailed to Araceli Alejandre (aracelia@cupertino.org) for approval
2020-06-09 - 9:57:28 PM GMT
-  Document approved by Araceli Alejandre (aracelia@cupertino.org)
Approval Date: 2020-06-11 - 2:49:35 PM GMT - Time Source: server- IP address: 24.23.184.82
-  Document emailed to m_basile@hotmail.com for signature
2020-06-11 - 2:49:39 PM GMT
-  Kevin Khuu (KevinK@cupertino.org) replaced signer m_basile@hotmail.com with Michael Basile (mike_basile@hotmail.com)
2020-06-12 - 1:45:36 PM GMT- IP address: 73.158.53.147
-  Document emailed to Michael Basile (mike_basile@hotmail.com) for signature
2020-06-12 - 1:45:36 PM GMT
-  Email viewed by Michael Basile (mike_basile@hotmail.com)
2020-06-12 - 1:55:28 PM GMT- IP address: 174.194.194.170
-  Document e-signed by Michael Basile (mike_basile@hotmail.com)
Signature Date: 2020-06-16 - 10:15:46 PM GMT - Time Source: server- IP address: 98.210.121.198
-  Document emailed to Heather M. Minner (minner@smwlaw.com) for signature
2020-06-16 - 10:15:47 PM GMT
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2020-06-20 - 10:59:40 PM GMT- IP address: 45.41.142.183


 Document e-signed by Heather M. Minner (minner@smwlaw.com)
Signature Date: 2020-06-20 - 11:00:24 PM GMT - Time Source: server- IP address: 52.39.49.65


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2020-06-20 - 11:00:26 PM GMT


 Email viewed by Deborah L. Feng (debf@cupertino.org)
2020-06-22 - 4:58:56 AM GMT- IP address: 104.47.44.254

 Document e-signed by Deborah L. Feng (debf@cupertino.org)
Signature Date: 2020-06-22 - 4:59:20 AM GMT - Time Source: server- IP address: 24.6.12.22

 Document emailed to Kirsten Squarcia 6/22/20 (kirstens@cupertino.org) for signature
2020-06-22 - 4:59:23 AM GMT

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2020-06-22 - 3:35:43 PM GMT- IP address: 104.47.45.254

 Document e-signed by Kirsten Squarcia 6/22/20 (kirstens@cupertino.org)
Signature Date: 2020-06-22 - 3:36:15 PM GMT - Time Source: server- IP address: 148.64.105.190

 Signed document emailed to Araceli Alejandre (aracelia@cupertino.org), Kevin Khuu (KevinK@cupertino.org), Kirsten Squarcia 6/22/20 (kirstens@cupertino.org), Michael Basile (mike_basile@hotmail.com), and 4 more
2020-06-22 - 3:36:15 PM GMT

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

This Fourth Amendment to Agreement 15-206 between the City of Cupertino and Professional Turf Management, for reference dated 5/16/2019, is by and between the CITY OF CUPERTINO, a municipal corporation (hereinafter "City") and Professional Turf Management, a California corporation ("Consultant") whose address is P.O. Box 700142, San Jose, CA 95170, and is made with reference to the following:

RECITALS:

- A. On 12/3/2015, an agreement was entered into by and between City and Consultant (hereinafter "Agreement") for Contract Services for Blackberry Farm Golf Course Maintenance and soil sample collection and testing. The agreement will expire on 6/30/2016.

- B. On 7/1/2016, City and Consultant agreed to the First Amendment for Contract Services for Blackberry Farm Golf Course Maintenance and soil sample collection and testing.

- C. On 7/1/2017, City and Consultant agreed to the Second Amendment for Contract Services for Blackberry Farm Golf Course Maintenance and soil sample collection and testing.

- D. On 7/1/2018, City and Consultant agreed to the Third Amendment for Contract Services for Blackberry Farm Golf Course Maintenance and soil sample collection and testing.

- E. The Agreement and the First, Second, and Third Amendments are collectively referred to as the "Agreement" unless otherwise indicated.

- F. City and Consultant desire to modify the Agreement on the terms and conditions set forth herein.

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

1. TERM

Paragraph 1 of the Agreement is modified to read as follows:
The contractor shall continue work through June 30, 2020, and shall diligently prosecute the work. This Agreement may be renewed annually for additional one-year terms commencing July 1, 2020, at the City's sole discretion and subject to appropriation, for up to one (1) additional one-year terms. The term of the Agreement shall terminate on June 30, 2020, unless terminated earlier as set for herein.

2. COMPENSATION TO CONTRACTOR

Paragraph 3 of the Agreement is modified to read as follows:

Contractor shall be compensated for services performed pursuant to this Agreement in the amount and manner set forth in Contractor's bid, which is attached hereto as Exhibit "B-2" and incorporated herein by reference.

3. The following Exhibits to the Agreement, are amended and replaced to read as shown in the attachments to this Amendment:

a. Exhibit B-2

4. 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.

CONSULTANT

By Michael Basil
Title Owner

CITY OF CUPERTINO

By [Signature]
Title Interim City Manager

RECOMMENDED FOR APPROVAL

By [Signature]
Title Asst. Director, Parks & Recreation

APPROVED AS TO FORM

[Signature]
City Attorney

ATTEST:

[Signature]
City Clerk 5-30-19

EXPENDITURE DISTRIBUTION

PO #2016-398	560-63-616 700-702
Original	\$99,600.00
Amendment #1:	\$205,200.00
Amendment #2:	\$205,200.00
Amendment #3:	\$205,200.00
Amendment #4:	\$205,200.00
Total:	\$920,400.00

**EXHIBIT B-2
COMPENSATION**

COMPENSATION

Payment for services to be performed in Fiscal Year 2019-20 From July 1, 2019 to June 30, 2020 shall be \$17,000.00 per month for maintenance activities as described in Exhibit A, plus \$100.00 per each soil sample and testing with a maximum Quantity of 12.

Payment for services to be performed in Fiscal Year 2019-20 shall not exceed \$205,200 as noted below.

<u>Item</u>	<u>Unit</u>	<u>Qty</u>	<u>Unit Price</u>	<u>Total Cost</u>
Blackberry Farm Golf Course Maintenance	Month	12	\$17,000.00	\$204,000.00
Soil Sampling Collection	Each	12	\$100.00	<u>\$1200.00</u>
TOTAL FEE for services, Fiscal Year 2019-20, Not to Exceed:				\$205,200.00



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/06/19

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER VOLPATTI INSURANCE SERVICES INC 511 Leisure Street Livermore, CA 94551 License#: 0E40809	CONTACT NAME: PHONE (A/C, No, Ext): (925) 243-0131 FAX (A/C, No): (925) 243-0132 E-MAIL ADDRESS: rick@volpatti.com	
	INSURER(S) AFFORDING COVERAGE INSURER A: Scottsdale Insurance Company INSURER B: Scottsdale Insurance Company INSURER C: Technology Insurance Company INSURER D: California Capital Insurance Company INSURER E: INSURER F:	NAIC#
INSURED Professional Turf Management, Inc. PO Box 700142 San Jose, CA 95170		


COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y		CPS2971848	04/01/2019	04/01/2020	EACH OCCURRENCE \$ 1,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						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 - COM/OP AGG \$ 2,000,000	
B	UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB			XBS0107007	04/01/2019	04/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$	
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						OCCUR CLAIMS-MADE	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	Y	TWC3784198	04/01/19	04/01/20	<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
D	Commercial Inland Marine			3-MIA-1-026769	6/23/2018	6/23/2019	Contractors Equip. \$224,082 Deductible \$500	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 The City of Cupertino, its directors, officers, agents, consultants and employees are named as additional insured in regard to General Liability and Primary/Non-Contributory wording is attached to this policy. Waiver of Subrogation in regard to workers compensation in favor of City of Cupertino.

The issuing insurer will endeavor to mail 30 days written notice of cancellation.

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, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	---

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.
CPS2971848	04/01/2019	PROFESSIONAL TURF MANAGEMENT, INC.	040AO

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

With respect to this endorsement, **SECTION II - WHO IS AN INSURED** is amended to include as an additional insured any person or organization whom you are required to add as an additional insured on this policy under a written contract, written agreement or written permit which must be:

- a. Currently in effect or becoming effective during the term of the policy; and
- b. Executed prior to the "bodily injury," "property damage," or "personal and advertising injury."

The insurance provided to these additional insureds is limited as follows:

1. That person or organization is an additional insured only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by:
 - a. Your acts or omissions; or
 - b. The acts or omissions of those acting on your behalf.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

2. With respect to the insurance afforded to these additional insureds, the following exclusions are added to item 2. Exclusions of **SECTION I - COVERAGES**:

This insurance does not apply to "bodily injury," "property damage" or "personal and advertising injury" occurring after:

- a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
 - b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
3. The limits of insurance applicable to the additional insured are those specified in the written contract, written agreement or written permit or in the Declarations for this policy, whichever is less. These limits of insurance are inclusive of, and not in addition to, the Limits of Insurance shown in the Declarations for this policy.
 4. Coverage is not provided for "bodily injury," "property damage," or "personal and advertising injury" arising out of the sole negligence of the additional insured.
 5. The insurance provided to the additional insured does not apply to "bodily injury," "property damage," or "personal and advertising injury" arising out of an architect's, engineer's or surveyor's rendering of or failure to render any professional services including:

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- a. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 - b. Supervisory, inspection, architectural or engineering activities.
6. Any coverage provided hereunder will be excess over any other valid and collectible insurance available to the additional insured whether primary, excess, contingent or on any other basis unless a

written contract specifically requires that this insurance be primary.

When this insurance is excess, we will have no duty under **SECTION I - COVERAGES** to defend the additional insured against any "suit" if any other insurer has a duty to defend the additional insured against that "suit." If no other insurer defends, we will undertake to do so, but we will be entitled to the additional insured's rights against all those other insurers.

_____/_____
AUTHORIZED REPRESENTATIVE

DATE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/ COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - CALIFORNIA

We have the right To recover our payments from anyone liable For an injury covered by this policy. We will Not enforce our right against the person Or organization named In the Schedule. (This agreement applies only To the extent that you perform work under a written contract that requires you To obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration Of your employees While engaged In the work described In the Schedule.

The additional premium For this endorsement shall be 5% Of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization	Job Description
City of Cupertino 10300 Torre Avenue Cupertino, CA 95014	Specific Waiver per written contract

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective	4/1/2019	Policy No. TWC3784198	Endorsement No. 4
Insured	Professional Turf Management, Inc. (A Corp)		Premium \$ 8,851
Insurance Company	Technology Insurance Company, Inc.		

Countersigned by Michael Basile



VEHICLE OR EQUIPMENT CERTIFICATE OF INSURANCE

DATE (MM/DD/YYYY)
05/10/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

This form is used to report coverages provided to a single specific vehicle or equipment. Do not use this form to report liability coverage provided to multiple vehicles under a single policy. Use ACORD 25 for that purpose.

PRODUCER State Farm JOE FRANGIEH STATE FARM AGENT 120 W CAMPBELL AVE STE A CAMPBELL, CA 95008	CONTACT NAME: CHRIS LEE PHONE (A/C, No, Ext): 408-793-8303 E-MAIL ADDRESS: CHRISTOPHER.LEE.PHOQ@STATEFARM.COM PRODUCER CUSTOMER ID #:	FAX (A/C, No): 408-793-8304
	INSURED BASILE, MICHAEL DBA PROFESSIONAL TURF MGT 1310 SADDLE RACK ST APT 302 SAN JOSE CA 95126-5105	
		INSURER(S) AFFORDING COVERAGE
		NAIC #
		INSURER A : State Farm Mutual Automobile Insurance Company
		INSURER B :
		INSURER C :
		INSURER D :
		INSURER E :

DESCRIPTION OF VEHICLE OR EQUIPMENT

YEAR	MAKE / MANUFACTURER	MODEL	BODY TYPE	VEHICLE IDENTIFICATION NUMBER
2019	FORD	E350	F150	1FDSE35L35HB47643
DESCRIPTION				SERIAL NUMBER

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICY(IES) OF INSURANCE LISTED BELOW HAS/HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD(S) 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 POLICY(IES) DESCRIBED HEREIN IS/ARE SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICY(IES).

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
	Y	<input checked="" type="checkbox"/> VEHICLE LIABILITY	273 4810-A07-05E	01/07/2019	07/07/2019	COMBINED SINGLE LIMIT	\$
		<input type="checkbox"/> GENERAL LIABILITY				BODILY INJURY (Per person)	\$ 1,000,000
		<input type="checkbox"/> OCCURRENCE				BODILY INJURY (Per accident)	\$ 1,000,000
		<input type="checkbox"/> CLAIMS MADE				PROPERTY DAMAGE	\$ 1,000,000
						EACH OCCURENCE	\$
						GENERAL AGGREGATE	\$
							\$
INSR LTR	LOSS PAYEE	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS / DEDUCTIBLE	
		<input checked="" type="checkbox"/> VEH COLLISION LOSS				<input checked="" type="checkbox"/> ACV <input type="checkbox"/> AGREED AMT	\$ LIMIT
		<input checked="" type="checkbox"/> VEH COMP <input type="checkbox"/> VEH OTC				<input type="checkbox"/> STATED AMT	\$ 250 DED
		<input type="checkbox"/> PROPERTY				<input checked="" type="checkbox"/> ACV <input type="checkbox"/> AGREED AMT	\$ LIMIT
		<input type="checkbox"/> BASIC <input type="checkbox"/> BROAD				<input type="checkbox"/> STATED AMT	\$ 500 DED
		<input type="checkbox"/> SPECIAL				<input type="checkbox"/> RC <input type="checkbox"/> STATED AMT	\$ LIMIT
						<input type="checkbox"/>	\$ DED

REMARKS (INCLUDING SPECIAL CONDITIONS / OTHER COVERAGES) (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

ALL CALIFORNIA OPERATIONS

ADDITIONAL INTEREST

CANCELLATION

Select one of the following: <input checked="" type="checkbox"/> The additional interest described below has been added to the policy(ies) listed herein by policy number(s). <input type="checkbox"/> A request has been submitted to add the additional interest described below to the policy(ies) listed herein by policy number(s).	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
VEHICLE / EQUIPMENT INTEREST:	DESCRIPTION OF THE ADDITIONAL INTEREST
<input type="checkbox"/> LEASED <input type="checkbox"/> FINANCED	<input checked="" type="checkbox"/> ADDITIONAL INSURED <input type="checkbox"/> LOSS PAYEE <input type="checkbox"/> LENDER'S LOSS PAYEE <input type="checkbox"/> PRIMARY WORDING APPLIES
NAME AND ADDRESS OF ADDITIONAL INTEREST BLACKBERRY FARM GOLF COURSE 22100 STEVENS CREEK BLVD CUPERTINO CA 95014-1037	LOAN / LEASE NUMBER
	AUTHORIZED REPRESENTATIVE CHRISTOPHER LEE

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VEHICLE OR EQUIPMENT CERTIFICATE OF INSURANCE

DATE (MM/DD/YYYY)
05/10/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

This form is used to report coverages provided to a single specific vehicle or equipment. Do not use this form to report liability coverage provided to multiple vehicles under a single policy. Use ACORD 25 for that purpose.

PRODUCER State Farm JOE FRANGIEH STATE FARM AGENT 120 W CAMPBELL AVE STE A CAMPBELL, CA 95008	CONTACT NAME: CHRIS LEE PHONE (A/C, No, Ext): 408-793-8303 E-MAIL ADDRESS: CHRISTOPHER.LEE.PHOQ@STATEFARM.COM PRODUCER CUSTOMER ID #:	FAX (A/C, No): 408-793-8304	
	INSURER(S) AFFORDING COVERAGE		
INSURED BASILE, MICHAEL DBA PROFESSIONAL TURF MGT 1310 SADDLE RACK ST APT 302 SAN JOSE CA 95126-5105	INSURER A: State Farm Mutual Automobile Insurance Company		NAIC # 25178
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		

DESCRIPTION OF VEHICLE OR EQUIPMENT				
YEAR 2013	MAKE / MANUFACTURER FORD	MODEL E350	BODY TYPE EDGE	VEHICLE IDENTIFICATION NUMBER 2FMDK3JC1DBA83377
DESCRIPTION			SERIAL NUMBER	

COVERAGES	CERTIFICATE NUMBER:	REVISION NUMBER:
THIS IS TO CERTIFY THAT THE POLICY(IES) OF INSURANCE LISTED BELOW HAS/HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD(S) 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 POLICY(IES) DESCRIBED HEREIN IS/ARE SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICY(IES).		

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
	Y	<input checked="" type="checkbox"/> VEHICLE LIABILITY	191 4357-D04-05J	04/04/2019	10/04/2019	COMBINED SINGLE LIMIT	\$ 1000000
		<input type="checkbox"/> GENERAL LIABILITY				BODILY INJURY (Per person)	\$
		<input type="checkbox"/> OCCURRENCE				BODILY INJURY (Per accident)	\$
		<input type="checkbox"/> CLAIMS MADE				PROPERTY DAMAGE	\$
						EACH OCCURENCE	\$
						GENERAL AGGREGATE	\$
							\$
INSR LTR	LOSS PAYEE	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS / DEDUCTIBLE	
		<input checked="" type="checkbox"/> VEH COLLISION LOSS				<input checked="" type="checkbox"/> ACV <input type="checkbox"/> AGREED AMT	\$ LIMIT
		<input type="checkbox"/> VEH COMP <input type="checkbox"/> VEH OTC				<input type="checkbox"/> STATED AMT	\$ 250 DED
		<input checked="" type="checkbox"/> VEH COMP <input type="checkbox"/> VEH OTC				<input checked="" type="checkbox"/> ACV <input type="checkbox"/> AGREED AMT	\$ LIMIT
		<input type="checkbox"/> VEH COMP <input type="checkbox"/> VEH OTC				<input type="checkbox"/> STATED AMT	\$ 500 DED
		PROPERTY				<input type="checkbox"/> ACV <input type="checkbox"/> AGREED AMT	\$ LIMIT
		<input type="checkbox"/> BASIC <input type="checkbox"/> BROAD				<input type="checkbox"/> RC <input type="checkbox"/> STATED AMT	\$ DED
		<input type="checkbox"/> SPECIAL				<input type="checkbox"/>	\$ DED

REMARKS (INCLUDING SPECIAL CONDITIONS / OTHER COVERAGES) (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

ALL CALIFORNIA OPERATIONS

ADDITIONAL INTEREST Select one of the following: <input checked="" type="checkbox"/> The additional interest described below has been added to the policy(ies) listed herein by policy number(s). <input type="checkbox"/> A request has been submitted to add the additional interest described below to the policy(ies) listed herein by policy number(s).	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
VEHICLE / EQUIPMENT INTEREST: <input type="checkbox"/> LEASED <input type="checkbox"/> FINANCED	DESCRIPTION OF THE ADDITIONAL INTEREST <input checked="" type="checkbox"/> ADDITIONAL INSURED <input type="checkbox"/> LOSS PAYEE <input type="checkbox"/> LENDER'S LOSS PAYEE <input type="checkbox"/> PRIMARY WORDING APPLIES
NAME AND ADDRESS OF ADDITIONAL INTEREST BLACKBERRY FARM GOLF COURSE 22100 STEVENS CREEK BLVD CUPERTINO CA 95014-1037	LOAN / LEASE NUMBER AUTHORIZED REPRESENTATIVE CHRISTOPHER LEE

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

This Third Amendment to Agreement 15-206 between the City of Cupertino and Professional Turf Management, for reference dated April 17, 2018, is by and between the CITY OF CUPERTINO, a municipal corporation (hereinafter "City") and Professional Turf Management, a California corporation ("Consultant") whose address is P.O. Box 700142, San Jose, Ca., 95170, and is made with reference to the following:

RECITALS:

- A. On December 3, 2015, an agreement was entered into by and between City and Consultant (hereinafter "Agreement") for Contract Services for Blackberry Farm Golf Course Maintenance and soil sample collection and testing. The agreement will expire on 6/30/2016.
- B. On July 1, 2016, City and Consultant agreed to the First Amendment for Contract Services for Blackberry Farm Golf Course Maintenance and soil sample collection and testing.
- C. On July 1, 2017, City and Consultant agreed to the Second Amendment for Contract Services for Blackberry Farm Golf Course Maintenance and soil sample collection and testing.
- D. The Agreement and the First and Second Amendments are collectively referred to as the "Agreement" unless otherwise indicated.
- E. City and Consultant desire to modify the Agreement on the terms and conditions set forth herein.

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

1. TERM

Paragraph 1 (Section 1) of the Agreement is modified to read as follows:

The Consultant shall continue work through June 30, 2019, and shall diligently prosecute the work. This Agreement may be renewed annually for additional one-year terms commencing July 1, 2019, at the City's sole discretion and subject to appropriation, for up to two (2) additional one-year terms. The term of this Agreement shall terminate on June 30, 2019, unless terminated earlier as set for herein.

2. COMPENSATION

Paragraph 2 (Section 2) of the Agreement is modified to read as follows:

Consultant shall be compensated for services performed pursuant to this Agreement in the amount and manner set forth in Consultant's bid, which is attached hereto as Exhibit B-3 and incorporated herein by reference.

- 3. The following Exhibits to the Agreement, are amended and replaced to read as shown in the attachments to this Amendment:
 - a. Exhibit B and Exhibit B-2
 - b. Insurance requirements are updated as provided in the attached documents, Exhibit C.

4. 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.

CONSULTANT

By *Richard Basch*
 Title *Owner*

CITY OF CUPERTINO

By *[Signature]*
 Title *City Manager*

RECOMMENDED FOR APPROVAL

By *C. Hanel*
 Title *Asst. Director*

APPROVED AS TO FORM *

[Signature]

City Attorney

* Approval subject to changes to third amendment and submission

ATTEST:

[Signature] of required commercial auto insurance
 City Clerk *6-14-18*

EXPENDITURE DISTRIBUTION

PO #2016-398	560-63-616-700-702
Original Contract: \$99,600.00	560-63-616-700-702
Amendment #1: \$205,200.00	560-63-616-700-702
Amendment #2: \$205,200.00	560-63-616-700-702
Amendment #3: \$205,200.00	560-63-616-700-702
Total: \$715,200.00	

**EXHIBIT B-2
COMPENSATION**

COMPENSATION

Payment for services to be performed in Fiscal Year 2018-19 from July 1, 2018 to June 30, 2019 shall be \$17,000.00 per month for maintenance activities as described in Exhibit A, plus \$100.00 per each soil sample and testing with a maximum quantity of 12.

Payment for services to be performed in Fiscal Year 2018-19 shall not exceed \$205,200.00 as noted below.

<u>Item</u>	<u>Unit</u>	<u>Qty</u>	<u>Unit Price</u>	<u>Total Cost</u>
Blackberry Farm Golf Course Maintenance	month	12	\$17,000.00	\$204,000.00
Soil Sampling Collection	each	12	\$100.00	<u>\$1,200.00</u>
TOTAL FEE for services, Fiscal Year 2018-19, Not to Exceed:				\$205,200.00

nature, arising out of, pertaining to, or related to the performance of this Agreement by Contractor or Contractor's employees, officers, officials, agents or independent contractors. Contractor shall not be obligated under this Agreement to indemnify City to the extent that the damage is caused by the sole or active negligence or willful misconduct of City, its agents or employees. Such costs and expenses shall include reasonable attorneys' fees of counsel of City's choice, expert fees and all other costs and fees of litigation.

Contractor agrees to obtain executed indemnity agreements with provisions identical to those set forth here in these sections from each and every subcontractor or any other person or entity involved by, for, with, or on behalf of Contractor in the performance of this agreement. If Contractor fails to obtain such indemnity obligations from others as required here, Contractor agrees to be fully responsible according to the terms of this section.

10. INSURANCE:

On or before the commencement of the terms of this Agreement, Contractor shall furnish City with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of insurance coverage in compliance with paragraph 10A; B, C and D. Such certificates, which do not limit Contractor's indemnification, shall also contain substantially the following statement: "Should any of the above insurance covered by this certificate be canceled or coverage reduced before the expiration date thereof, the insurer affording coverage shall provide thirty (30) days' advance written notice to the City of Cupertino by certified mail, "Attention: City Manager." It is agreed that Contractor shall maintain in force at all times during the performance of this Agreement all appropriate coverage of insurance required by this Agreement with an insurance company that is acceptable to City and licensed to do insurance business in the State of California. Endorsements naming the City as additional insured shall be submitted with the insurance certificates. Contractor to complete the attached Document 00530 Insurance Forms.

A. COVERAGE:

Contractor shall maintain the following insurance coverage:

(1) Workers' Compensation:

Statutory coverage as required by the State of California; Employers' Liability
\$1,000,000 per occurrence

(2) General Liability:

Commercial general liability coverage in the following minimum limits:

~~Bodily Injury: \$500,000
each occurrence
\$1,000,000
aggregate - all other~~

~~Property Damage: \$500,000 each occurrence
\$1,000,000 aggregate~~

~~If submitted, combined single limit of \$1,000,000 per occurrence; \$2,000,000 in the aggregate will be considered equivalent to the required minimum limits shown above.~~

*\$2 million per occurrence/
\$4 million aggregate
(see attached
Award Certificate)*

Exhibit C

- (3) Automotive:
Comprehensive automobile liability coverage in the following minimum limits:
Bodily injury: \$500,000 each occurrence
Property Damage: ~~—\$500,000 each occurrence~~
or
Combined Single Limit: \$1,000,000 each occurrence.

See attached Award Certificate

B. SUBROGATION WAIVER:

Contractor agrees that in the event of loss due to any of the perils for which it has agreed to provide comprehensive general and automotive liability insurance, Contractor shall look solely to its insurance for recovery. Contractor hereby grants to City, on behalf of any insurer providing comprehensive general and automotive liability insurance to either Contractor or City with respect to the services of Contractor herein, a waiver of any right to subrogation which any such insurer of said Contractor may acquire against City by virtue of the payment of any loss under such insurance.

C. FAILURE TO SECURE:

If Contractor at any time during the term hereof should fail to secure or maintain the foregoing insurance, City shall be permitted to obtain such insurance in the Contractor's name or as an agent of the Contractor and shall be compensated by the Contractor for the costs of the insurance premiums at the maximum rate permitted by law and computed from the date written notice is received that the premiums have not been paid.

D. ADDITIONAL INSURED:

City, its City Council, boards and commissions, officers, employees, and volunteers shall be named as an additional insured under all insurance coverages, except worker's compensation insurance. The naming of an additional insured shall not affect any recovery to which such additional insured would be entitled under this policy if not named as such additional insured. An additional insured named herein shall not be held liable for any premium, deductible portion of any loss, or expense of any nature on this policy or any extension thereof. Any other insurance held by an additional insured shall not be required to contribute anything toward any loss or expense covered by the insurance provided by this policy.

E. SUFFICIENCY OF INSURANCE:

The insurance limits required by City are not represented as being sufficient to protect Contractor. Contractor is advised to consult Contractor's insurance broker to determine adequate coverage for Contractor.

11. BONDS:

Not applicable.



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
05/08/18

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER VOLPATTI INSURANCE SERVICES INC 511 Leisure Street Livermore, CA 94551 License#: 0E40809	CONTACT NAME: PHONE (A/C, No, Ext): (925) 243-0131 FAX (A/C, No): (925) 243-0132 E-MAIL ADDRESS: rick@volpatti.com
	INSURER(S) AFFORDING COVERAGE
INSURED Professional Turf Management, Inc. PO Box 700142 San Jose, CA 95170	INSURER A: Scottsdale Insurance Company NAIC# 41297
	INSURER B: Technology Insurance Company, Inc. 42376
	INSURER C: California Capital Insurance Company 13544
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

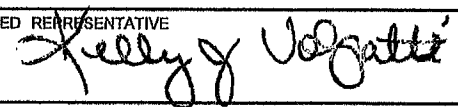
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			CPS2807423	04/01/2018	04/01/2019	EACH OCCURRENCE \$ 2,000,000
	<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 checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	Y					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED						RETENTION \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			TWC3709409	04/01/18	04/01/19	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				Y
C	Commercial Inland			3-MIA-1-026769	6/23/2017	6/23/2018	Contractors Equip. \$224,082
	Marine						Deductible \$500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

The City of Cupertino, its directors, officers, agents, consultants and employees are named as additional insured in regard to General Liability and Primary/Non-Contributory wording is attached to this policy. Waiver of Subrogation in regard to workers compensation in favor of City of Cupertino.

The issuing insurer will endeavor to mail 30 days written notice of cancellation.

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, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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State Farm Mutual Automobile Insurance Company

PO Box 853922
Richardson, TX 75085-3922

53534-3-P MATCH 00148 MUTL VOL

DECLARATIONS PAGE

NAMED INSURED 00148 05-0264-3 P A

000148 0058
BASILE, MICHAEL
DBA PROFESSIONAL TURF MGT
1310 SADDLE RACK ST APT 302
SAN JOSE CA 95126-5105

POLICY NUMBER 191 4357-D04-05J
POLICY PERIOD APR 06 2018 to OCT 04 2018
12:01 A.M. Standard Time

AGENT
JOSEPH FRANGIEH INS AGY INC
120 W CAMPBELL AVE STE A
CAMPBELL, CA 95008-1044

PHONE: (408)793-8303

**DO NOT PAY PREMIUMS SHOWN ON THIS PAGE.
IF AN AMOUNT IS DUE, THEN A SEPARATE STATEMENT IS ENCLOSED.**

YOUR CAR

YEAR	MAKE	MODEL	BODY STYLE	VEHICLE ID NUMBER	CLASS
2013	FORD	EDGE	SPORT WG	2FMDK3JC1DBA83377	603HCV1H

SYMBOLS	COVERAGE & LIMITS	PREMIUMS
A	Liability Coverage Limit-Each Accident \$1,000,000	\$326.65
C	Medical Payments Coverage Limit - Each Person \$10,000	\$19.42
D	Comprehensive Coverage - \$250 Deductible	\$36.02
G	Collision Coverage - \$500 Deductible	\$191.68
H	Emergency Road Service Coverage	\$4.18
U	Uninsured Motor Vehicle Coverage Bodily Injury Limits Each Person, Each Accident \$250,000 \$500,000	\$44.09
U1	Uninsured Motor Vehicle Property Damage Coverage	\$2.22
Total premium for APR 06 2018 to OCT 04 2018:		\$624.26 This is not a bill.

IMPORTANT MESSAGES

Replaced policy number 1914357-051.

Your total renewal premium for APR 04 2018 to OCT 04 2018 is \$631.20.

EXCEPTIONS, POLICY BOOKLET & ENDORSEMENTS (See policy booklet & individual endorsements for coverage details.)

YOUR POLICY CONSISTS OF THIS DECLARATIONS PAGE, THE POLICY BOOKLET - FORM 9805B, AND ANY ENDORSEMENTS THAT APPLY, INCLUDING THOSE ISSUED TO YOU WITH ANY SUBSEQUENT RENEWAL NOTICE.
CREDITOR- FORD MOTOR CREDIT COMPANY, PO BOX 105704, ATLANTA GA 30348-5704.
01 6028BU ADDITIONAL INSURED-CITY OF PALO ALTO, PO BOX 10250, PALO ALTO CA 94303-0862.
02 6028BU ADDITIONAL INSURED-BLACKBERRY FARM GOLF COURSE, 22100 STEVENS CREEK BLVD, CUPERTINO CA 95014-1037.
6126MD EXCESS COVERAGE FOR PERSONAL VEHICLE SHARING.
6128AC AMENDATORY ENDORSEMENT.
6289DW SINGLE LIMIT LIABILITY COVERAGE.

Agent: JOSEPH FRANGIEH INS AGY INC

Telephone: (408)793-8303

Prepared MAY 03 2018 0264-BOC

04139/02086

155-3866 CA,2 05-2002 (01a0251e)
MSXDN (01a0251e)

(01a0254e)

See Reverse Side



DECLARATIONS PAGE

NAMED INSURED 00035 05-0264-3 P A

POLICY NUMBER 273 4810-A07-05D
POLICY PERIOD APR 06 2018 to JAN 07 2019
12:01 A.M. Standard Time

000035 0058
BASILE, MICHAEL
DBA PROFESSIONAL TURF MGT
1310 SADDLE RACK ST APT 302
SAN JOSE CA 95126-5105

AGENT
JOSEPH FRANGIEH INS AGY INC
120 W CAMPBELL AVE STE A
CAMPBELL, CA 95008-1044

PHONE: (408)793-8303

**DO NOT PAY PREMIUMS SHOWN ON THIS PAGE.
IF AN AMOUNT IS DUE, THEN A SEPARATE STATEMENT IS ENCLOSED.**

YOUR CAR

YEAR	MAKE	MODEL	BODY STYLE	VEHICLE ID. NUMBER	CLASS
2012	FORD	F150	PICKUP	1FTFW1CF7CFB95742	303HCV1H

SYMBOLS	COVERAGE & LIMITS	PREMIUMS
A	Liability Coverage Bodily Injury Limits Each Person, Each Accident \$1,000,000 \$1,000,000 Property Damage Limit Each Accident \$1,000,000	\$622.37
C	Medical Payments Coverage Limit - Each Person \$10,000	\$33.10
D	Comprehensive Coverage - \$250 Deductible	\$77.35
G	Collision Coverage - \$500 Deductible	\$383.95
H	Emergency Road Service Coverage	\$6.37
U	Uninsured Motor Vehicle Coverage Bodily Injury Limits Each Person, Each Accident \$250,000 \$500,000	\$78.49
U1	Uninsured Motor Vehicle Property Damage Coverage	\$3.95
Total premium for APR 06 2018 to JAN 07 2019:		\$1,205.58 This is not a bill.

IMPORTANT MESSAGES

Replaced policy number 2734810-05C.

Your total renewal premium for JUL 07 2018 to JAN 07 2019 is \$800.52.

EXCEPTIONS, POLICY BOOKLET & ENDORSEMENTS (See policy booklet & individual endorsements for coverage details.)

YOUR POLICY CONSISTS OF THIS DECLARATIONS PAGE, THE POLICY BOOKLET - FORM 9805B, AND ANY ENDORSEMENTS THAT APPLY, INCLUDING THOSE ISSUED TO YOU WITH ANY SUBSEQUENT RENEWAL NOTICE.
6028BU ADDITIONAL INSURED - BLACKBERRY FARM GOLF COURSE, 22100 STEVENS CREEK BLVD, CUPERTINO CA 95014-1037.
6126MD EXCESS COVERAGE FOR PERSONAL VEHICLE SHARING.
6128AC AMENDATORY ENDORSEMENT.

Agent: JOSEPH FRANGIEH INS AGY INC

Telephone: (408)793-8303

Prepared MAY 03 2018 0264-B0C



ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.
CPS2807423	04/01/2018	PROFESSIONAL TURF MANAGEMENT, INC.	040AO

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

With respect to this endorsement, **SECTION II - WHO IS AN INSURED** is amended to include as an additional insured any person or organization whom you are required to add as an additional insured on this policy under a written contract, written agreement or written permit which must be:

- a. Currently in effect or becoming effective during the term of the policy; and
- b. Executed prior to the "bodily injury," "property damage," or "personal and advertising injury."

The insurance provided to these additional insureds is limited as follows:

1. That person or organization is an additional insured only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by:
 - a. Your acts or omissions; or
 - b. The acts or omissions of those acting on your behalf.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

2. With respect to the insurance afforded to these additional insureds, the following exclusions are added to Item 2. **Exclusions of SECTION I - COVERAGES:**

This insurance does not apply to "bodily injury," "property damage" or "personal and advertising injury" occurring after:

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

3. The limits of insurance applicable to the additional insured are those specified in the written contract, written agreement or written permit or in the Declarations for this policy, whichever is less. These limits of insurance are inclusive of, and not in addition to, the Limits of Insurance shown in the Declarations for this policy.
4. Coverage is not provided for "bodily injury," "property damage," or "personal and advertising injury" arising out of the sole negligence of the additional insured.
5. The insurance provided to the additional insured does not apply to "bodily injury," "property damage," or "personal and advertising injury" arising out of an architect's, engineer's or surveyor's rendering of or failure to render any professional services including:

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- a. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 - b. Supervisory, inspection, architectural or engineering activities.
6. Any coverage provided hereunder will be excess over any other valid and collectible insurance available to the additional insured whether primary, excess, contingent or on any other basis unless a

written contract specifically requires that this insurance be primary.

When this insurance is excess, we will have no duty under SECTION I - COVERAGES to defend the additional insured against any "suit" if any other insurer has a duty to defend the additional insured against that "suit." If no other insurer defends, we will undertake to do so, but we will be entitled to the additional insured's rights against all those other insurers.

AUTHORIZED REPRESENTATIVE

DATE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/ COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the Other Insurance Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - CALIFORNIA

We have the right To recover our payments from anyone liable For an injury covered by this policy. We will Not enforce our right against the person Or organization named In the Schedule. (This agreement applies only To the extent that you perform work under a written contract that requires you To obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration Of your employees While engaged In the work described In the Schedule.

The additional premium For this endorsement shall be 5% Of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization	Job Description
City of Cupertino/Blackberry Farm Golf Course 10300 Torre Avenue Cupertino,	Specific waiver per written contract

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective	4/1/2018	Policy No.	TWC3709409	Endorsement No.	1
Insured	Professional Turf Management, Inc. (A Corp)			Premium \$	14375
Insurance Company	Technology Insurance Company, Inc.				

Countersigned by _____

**SECOND AMENDMENT TO THE AGREEMENT BETWEEN THE CITY
CUPERTINO AND PROFESSIONAL TURF MANAGEMENT FOR CONTRACT
SERVICES FOR BLACKBERRY FARM GOLF COURSE MAINTENANCE**

This Second Amendment to the Contract between the City of Cupertino and Professional Turf Management, for reference dated June 14, 2017, is by and between the CITY OF CUPERTINO, a municipal corporation (hereinafter "City") and Professional Turf Management, A California corporation whose address is P.O. Box 700142, San Jose, California, 95170, (hereinafter "CONTRACTOR"), and is made with reference to the following:

RECITALS:

- A. On December 3, 2015, an agreement was entered into by and between the City and Contractor (hereinafter "Agreement") for Contract Services for Blackberry Farm Golf Course maintenance and soil sample collection and testing.
- B. 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. Section 1, "TERM" is modified to read as follows:

The Contractor shall continue work through June 30, 2018, and shall diligently prosecute the work. This Agreement may be renewed annually for additional one-year terms commencing July 1, 2018, at the City's sole discretion and subject to appropriation, for up to three (3) additional one-year terms. The term of the Agreement shall terminate on June 30, 2018, unless terminated earlier as set for herein.

2. Section 3, "COMPENSATION TO CONTRACTOR", Sentence 1, is modified to read as follows:

Contractor shall be compensated for services performed pursuant to this Agreement in the amount and manner set forth in Contractor's bid, which is attached hereto as Exhibit "B" and incorporated herein by reference.

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
Professional Turf Management

Mr. Reed

By

President

Title

6/28/17

Date

CITY OF CUPERTINO
A Municipal Corporation

By *David Brandt*

City Manager, David Brandt

Date *6/27/2017*

RECOMMENDED
FOR APPROVAL:

By *Jeff Milkes*

Director of Recreation and
Community Services, Jeff Milkes

APPROVED AS TO FORM:

for By *AM*
City ~~Clerk~~ Attorney,

ATTEST:

By *Greg Schmidt*

City Clerk, *6-29-17*

Amendment Amount \$205,200.00
Account No. 560-63-616-700-702

2017-76

FIRST AMENDMENT TO THE AGREEMENT BETWEEN THE CITY OF CUPERTINO AND PROFESSIONAL TURF MANAGEMENT FOR CONTRACT SERVICES FOR BLACKBERRY FARM GOLF COURSE MAINTENANCE

This First Amendment to the Agreement between the City of Cupertino and Professional Turf Management, for reference dated June 22, 2016, is by and between the CITY OF CUPERTINO, a municipal corporation (hereinafter "CITY") and Professional Turf Management, a California Corporation, whose address is P.O. Box 700142, San Jose, California, 95170, (hereinafter referred to as "Contractor"), and is made with reference to the following:

RECITALS:

- A. On December 3, 2015, an agreement was entered into by and between City and Contractor (hereinafter "Agreement") for Contract Services for Blackberry Farm Golf Course maintenance and soil sample collection and testing.
- B. City and Consultant 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. Section 1, "TERM" is modified to read as follows:

The Contractor shall continue work through June 30, 2017, and shall diligently prosecute the work. This Agreement may be renewed annually for additional one-year terms commencing July 1, 2017, at the City's sole discretion and subject to appropriation, for up to four (4) additional one-year terms. The term of this Agreement shall terminate on June 30, 2017, unless terminated earlier as set for herein.

2. Section 3, "COMPENSATION TO CONTRACTOR", sentence 1, is modified to read as follows:

Contractor shall be compensated for services performed pursuant to

this Agreement in the amount and manner set forth in Contractor's bid, which is attached hereto as Exhibit "B" and incorporated herein by reference.

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.

Professional Turf Management

By Michael Basch

Title President

Date 6/23/2016

CITY OF CUPERTINO
A Municipal Corporation

By David Brandt
City Manager, David Brandt

Date 7-7-16

RECOMMENDED FOR APPROVAL

By Christine M. Hanel
Acting Director of Recreation and
Community Services, Christine M.
Hanel

APPROVED AS TO FORM:

By Randolph Stevenson Horn
City Attorney, Randolph Stevenson Horn

ATTEST:

By Grace Schmidt
City Clerk, Grace Schmidt 7-13-16

Amendment Amount \$ 205,200.00
Account No. 560-63-616-700-702

CONTRACT**AGREEMENT BETWEEN THE CITY OF CUPERTINO AND
PROFESSIONAL TURF MANAGEMENT FOR
BLACKBERRY FARM GOLF COURSE MAINTENANCE**

THIS AGREEMENT, for reference dated December 3, 2015, is by and between CITY OF CUPERTINO, a municipal corporation (hereinafter referred to as "City"), and Professional Turf Management, a California corporation, whose address is P.O. Box 700142, San Jose, CA 95170, hereinafter called the Contractor, and is made with reference to the following:

RECITALS

A. City is a municipal corporation duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the Constitution and the statutes of the State of California and the Cupertino Municipal Code.

B. City and Contractor desire to enter into an agreement for Blackberry Farm Golf Course Maintenance, in accordance with the Technical Provisions, General and Special Conditions, and Special Environmental Conditions.

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

1. **TERM:**

The Contractor shall begin work on January 1, 2016 and continue work through June 30, 2016, and shall diligently prosecute the work. This Agreement may be renewed annually for one-year terms commencing July 1, 2016 through June 30, 2017, at the City's sole discretion and subject to appropriation, for up to five (5) one-year terms (possible total term 5.5 years).

2. **SERVICES TO BE PERFORMED:**

Contractor agrees, at its own cost and expense, to furnish all labor, tools, equipment, materials, except as otherwise specified, and to do all work strictly in accordance with the Scope of Work (see Exhibit A). The General and Special Conditions, Technical Provisions and Special Environmental Conditions are hereby referred to and expressly made a part hereof with the same force and effect as if the same were fully incorporated herein.

3. **COMPENSATION TO CONTRACTOR:**

Contractor shall be compensated for services performed pursuant to this Agreement in the amount and manner set forth in Contractor's bid, which is attached hereto as Exhibit "A" and incorporated herein by this reference. Payment will be made in the same manner that claims of a like character are paid by the City, with checks drawn on the treasury of the City, to be taken from the fund as indicated in the city's adopted budget.

4. TIME IS OF THE ESSENCE:

Contractor and City agree that time is of the essence regarding the performance of this Agreement.

5. STANDARD OF CARE:

Contractor agrees to perform all services hereunder in a manner commensurate with the prevailing standards of like professionals in the San Francisco Bay Area and agrees that all services shall be performed by qualified and experienced personnel who are not employed by the City nor have any contractual relationship with City.

6. INDEPENDENT PARTIES:

City and Contractor intend that the relationship between them created by this Agreement is that of an independent contractor. The manner and means of conducting the work are under the control of Contractor, except to the extent they are limited by statute, rule or regulation and the express terms of this Agreement. No civil service status or other right of employment will be acquired by virtue of Contractor's services. None of the benefits provided by City to its employees, including but not limited to unemployment insurance, workers' compensation plans, vacation and sick leave are available from City to Contractor, its employees or agents. Deductions shall not be made for any state or federal taxes, FICA payments, PERS payments, or other purposes normally associated with an employer-employee relationship from any fees due Contractor. Payments of the above items, if required, are the responsibility of Contractor.

7. IMMIGRATION REFORM AND CONTROL ACT (IRCA):

Contractor assumes any and all responsibility for verifying the identity and employment authorization of all of its employees performing work hereunder, pursuant to all applicable IRCA or other federal or state rules and regulations. Contractor shall indemnify and hold City harmless from and against any loss, damage, liability, costs or expenses arising from any noncompliance of this provision by Contractor.

8. NON-DISCRIMINATION:

Consistent with City's policy that harassment and discrimination are unacceptable employer/employee conduct, Contractor agrees that harassment or discrimination directed toward a job applicant, a City employee, or a citizen by Contractor or Contractor's employee on the basis of race, religious creed, color, national origin, ancestry, handicap, disability, marital status, pregnancy, sex, age, or sexual orientation will not be tolerated. Contractor agrees that any and all violations of this provision shall constitute a material breach of this Agreement.

9. HOLD HARMLESS:

Contractor shall, to the fullest extent allowed by law, indemnify, defend, and hold harmless the City and its officers, officials, agents, employees and volunteers against any and all liability, claims, stop notices, actions, causes of action or demands whatsoever from and against any of them, including any injury to or death of any person or damage to property or other liability of any

nature, arising out of, pertaining to, or related to the performance of this Agreement by Contractor or Contractor's employees, officers, officials, agents or independent contractors. Contractor shall not be obligated under this Agreement to indemnify City to the extent that the damage is caused by the sole or active negligence or willful misconduct of City, its agents or employees. Such costs and expenses shall include reasonable attorneys' fees of counsel of City's choice, expert fees and all other costs and fees of litigation.

Contractor agrees to obtain executed indemnity agreements with provisions identical to those set forth here in these sections from each and every subcontractor or any other person or entity involved by, for, with, or on behalf of Contractor in the performance of this agreement. If Contractor fails to obtain such indemnity obligations from others as required here, Contractor agrees to be fully responsible according to the terms of this section.

10. INSURANCE:

On or before the commencement of the terms of this Agreement, Contractor shall furnish City with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of insurance coverage in compliance with paragraph 10A, B, C and D. Such certificates, which do not limit Contractor's indemnification, shall also contain substantially the following statement: "Should any of the above insurance covered by this certificate be canceled or coverage reduced before the expiration date thereof, the insurer affording coverage shall provide thirty (30) days' advance written notice to the City of Cupertino by certified mail, "Attention: City Manager." It is agreed that Contractor shall maintain in force at all times during the performance of this Agreement all appropriate coverage of insurance required by this Agreement with an insurance company that is acceptable to City and licensed to do insurance business in the State of California. Endorsements naming the City as additional insured shall be submitted with the insurance certificates. Contractor to complete the attached Document 00530 Insurance Forms.

A. COVERAGE:

Contractor shall maintain the following insurance coverage:

(1) Workers' Compensation:

Statutory coverage as required by the State of California; Employers' Liability
\$1,000,000 per occurrence

(2) General Liability:

Commercial general liability coverage in the following minimum limits:

Bodily Injury: \$500,000
 each occurrence
 \$1,000,000
 aggregate - all other

Property Damage: \$500,000 each occurrence
 \$1,000,000 aggregate

If submitted, combined single limit of \$1,000,000 per occurrence; \$2,000,000 in the aggregate will be considered equivalent to the required minimum limits shown above.

- (3) **Automotive:**
Comprehensive automobile liability coverage in the following minimum limits:
Bodily injury: \$500,000 each occurrence
Property Damage: \$500,000 each occurrence
or
Combined Single Limit: \$1,000,000 each occurrence

B. **SUBROGATION WAIVER:**

Contractor agrees that in the event of loss due to any of the perils for which it has agreed to provide comprehensive general and automotive liability insurance, Contractor shall look solely to its insurance for recovery. Contractor hereby grants to City, on behalf of any insurer providing comprehensive general and automotive liability insurance to either Contractor or City with respect to the services of Contractor herein, a waiver of any right to subrogation which any such insurer of said Contractor may acquire against City by virtue of the payment of any loss under such insurance.

C. **FAILURE TO SECURE:**

If Contractor at any time during the term hereof should fail to secure or maintain the foregoing insurance, City shall be permitted to obtain such insurance in the Contractor's name or as an agent of the Contractor and shall be compensated by the Contractor for the costs of the insurance premiums at the maximum rate permitted by law and computed from the date written notice is received that the premiums have not been paid.

D. **ADDITIONAL INSURED:**

City, its City Council, boards and commissions, officers, employees, and volunteers shall be named as an additional insured under all insurance coverages, except worker's compensation insurance. The naming of an additional insured shall not affect any recovery to which such additional insured would be entitled under this policy if not named as such additional insured. An additional insured named herein shall not be held liable for any premium, deductible portion of any loss, or expense of any nature on this policy or any extension thereof. Any other insurance held by an additional insured shall not be required to contribute anything toward any loss or expense covered by the insurance provided by this policy.

E. **SUFFICIENCY OF INSURANCE:**

The insurance limits required by City are not represented as being sufficient to protect Contractor. Contractor is advised to consult Contractor's insurance broker to determine adequate coverage for Contractor.

11. **BONDS:**

Not applicable.

12. PROHIBITION AGAINST TRANSFERS:

Contractor shall not assign, sublease, hypothecate, or transfer this Agreement, or any interest therein, directly or indirectly, by operation of law or otherwise, without prior written consent of City. Any attempt to do so without said consent shall be null and void, and any assignee, sublessee, hypothecate or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer. However, claims for money by Contractor from City under this Agreement may be assigned to a bank, trust company or other financial institution without prior written consent. Written notice of such assignment shall be promptly furnished to City by Contractor.

The sale, assignment, transfer or other disposition of any of the issued and outstanding capital stock of Contractor, or of the interest of any general partner or joint venturer or syndicate member or cotenant, if Contractor is a partnership or joint venture or syndicate or cotenancy, which shall result in changing the control of Contractor, shall be construed as an assignment of this Agreement. Control means fifty percent (50%) or more of the voting power of the corporation.

13. SUBCONTRACTOR APPROVAL:

Unless prior written consent from City is obtained, only those people and subcontractors whose names are listed in Contractor's bid shall be used in the performance of this Agreement.

Requests for additional subcontracting shall be submitted in writing, describing the scope of work to be subcontracted and the name of the proposed subcontractor. Such request shall set forth the total price or hourly rates used in preparing estimated costs for the subcontractor's services. Approval of the subcontractor may, at the option of City, be issued in the form of a Work Order.

In the event that Contractor employs subcontractors, such subcontractors shall be required to furnish proof of workers' compensation insurance and shall also be required to carry general and automobile liability insurance in reasonable conformity to the insurance carried by Contractor. In addition, any work or services subcontracted hereunder shall be subject to each provision of this Agreement.

14. PERMITS AND LICENSES:

Contractor, at its sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, certificates and licenses, including a City Business License, that may be required in connection with the performance of services hereunder.

15. REPORTS:

Each and every report, draft, work product, map, record and other document reproduced, prepared or caused to be prepared by Contractor pursuant to or in connection with this Agreement shall be the exclusive property of City. Consultant may retain a copy of any report furnished to the City pursuant to this Agreement.

No report, information nor other data given to or prepared or assembled by Contractor pursuant to this Agreement shall be made available to any individual or organization by Contractor without prior approval by City.

Contractor shall, at such time and in such form as City may require, furnish reports concerning the status of services required under this Agreement.

16. RECORDS:

Contractor shall maintain complete and accurate records with respect to sales, costs, expenses, receipts and other such information required by City that relate to the performance of services under this Agreement.

Contractor shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Contractor shall provide free access to such books and records to the representatives of City or its designees at all proper times, and gives City the right to examine and audit same, and to make transcripts therefrom as necessary, and to allow inspection of all work, data, documents, proceedings and activities related to this Agreement. Such records, together with supporting documents, shall be kept separate from other documents and records and shall be maintained for a period of three (3) years after receipt of final payment.

If supplemental examination or audit of the records is necessary due to concerns raised by City's preliminary examination or audit of records, and the City's supplemental examination or audit of the records discloses a failure to adhere to appropriate internal financial controls, or other breach of contract or failure to act in good faith, then Contractor shall reimburse City for all reasonable costs and expenses associated with the supplemental examination or audit.

17. NOTICES:

All notices, demands, requests or approvals to be given under this Agreement shall be given in writing and conclusively shall be deemed served when delivered personally or on the second business day after the deposit thereof in the United States Mail, postage prepaid, registered or certified, addressed as hereinafter provided.

All notices, demands, requests, or approvals from Contractor to City shall be addressed to City at:

City of Cupertino
10300 Torre Avenue
Cupertino CA 95014
Attention: Carol Atwood, Director of Recreation and Community Services

All notices, demands, requests, or approvals from City to Contractor shall be addressed to Contractor at:

Professional Turf Management
P.O. Box 700142
San Jose, CA 95170
Attention: Michael Basile, President

18. URBAN RUNOFF MANAGEMENT:

The Contractor shall avoid creating excess dust when breaking asphalt or concrete and during excavation and grading or other activities that may create dust or erosion. If water is used for dust control, contractor shall use as little as necessary. Contractor shall take all steps necessary to keep wash water out of the streets, gutters and storm drains.

The Contractor shall develop and implement erosion and sediment control to prevent pollution of storm drains. Such control includes but is not limited to:

A. Use storm drain inlet protection devices such as sand bag barriers, filter fabric fences, block and gravel filters. (Block storm drain inlets prior to the start of the rainy season (October 15), in site de-watering activities and saw-cutting activities; shovel or vacuum saw-cut slurry and remove from the site).

B. Cover exposed piles of soil or construction material with plastic sheeting. All construction materials must be stored in containers.

C. Sweep and remove all materials from paved surfaces that drain to streets, gutters and storm drains prior to rain as well as at the end of the each work day. At the completion of the project, the street shall be washed and the wash water shall be collected and disposed of offsite in an appropriate location.

D. After breaking old pavement, Contractor shall remove all debris to avoid contact with rainfall or runoff.

E. Contractor shall maintain a clean work area by removing trash, litter, and debris at the end of each work day. Contractor shall also clean up any leaks, drips, and other spills as they occur.

The objective is to ensure that the City and County of Santa Clara County-Wide Clean Water Program is adequately enforced. These controls should be implemented prior to the start of construction, up-graded as required, maintained during construction phases to provide adequate protection, and removed at the end of construction.

These recommendations are intended to be used in conjunction with the State's Best Management Practices Municipal and Construction Handbooks, local program guidance materials from municipalities, Section 7.1.01 of the Standard Specifications and any other appropriate documents on storm water quality controls for construction.

Failure to comply with this program will result in the issuance of noncompliance notices, citations, project stop orders or fines. The fine for noncompliance of the above program is two hundred and fifty dollars (\$250.00) per occurrence per day. The State under the Federal Clean Water Act can also impose a fine on the contractor, pursuant to Cal. Water Code '13385.

19. TERMINATION:

In the event Contractor fails or refuses to perform any of the provisions hereof at the time and in the manner required hereunder, Contractor shall be deemed in default in the performance of this Agreement. If such default is not cured within a period of two (2) days after receipt by Contractor from City of written notice of default, specifying the nature of such default and the steps necessary to cure such default, City may terminate the Agreement forthwith by giving to the Contractor written notice thereof.

City shall have the option, at its sole discretion and without cause, of terminating this

Agreement by giving seven (7) days' prior written notice to Contractor as provided herein. Upon termination of this Agreement, each party shall pay to the other party that portion of compensation specified in this Agreement that is earned and unpaid prior to the effective date of termination.

20. COMPLIANCES:

Contractor shall comply with all state or federal laws and all ordinances, rules and regulations enacted or issued by City. Specifically, and without limitation, Contractor shall comply with all state, federal, or local regulation regarding the removal and disposal of hazardous waste.

A. PREVAILING WAGES: To the extent applicable, Contractor shall comply with the City's Labor Compliance Program and all other requirements set forth in Labor Code section 1770 et seq. Contractor shall pay prevailing wages. Contractor will submit monthly certified payroll records to the City for all employees and subcontractors in a preapproved format or a City provided form. Any delay in remitting certified payroll reports to the City upon request from the City will result in either delay and/or forfeit of outstanding payment to Contractor.

B. WORKING DAY: Contractor shall comply with California Labor Code Section 1810, et seq. which provides that work performed by employees of contractors in excess of 8 hours per day, and 40 hours during any one week, must be compensated as overtime, at not less than 1 ½ times the basic rate of pay, to the extent applicable.

C. PAYROLL RECORDS: Contractor shall comply with California Labor Code Section 1776 which requires certified payroll records be maintained with the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with this Agreement, to the extent applicable. The Payroll Records shall be made available for inspection as provided in California Labor Code Section 1776.

D. APPRENTICES: Contractor shall comply with California Labor Code Section 1777.5 regarding apprentices, to the extent applicable.

21. CONFLICT OF LAW:

This Agreement shall be interpreted under, and enforced by the laws of the State of California excepting any choice of law rules which may direct the application of laws of another jurisdiction. The Agreement and obligations of the parties are subject to all valid laws, orders, rules, and regulations of the authorities having jurisdiction over this Agreement (or the successors of those authorities.) Any suits brought pursuant to this Agreement shall be filed with the courts of the County of Santa Clara, State of California.

22. ADVERTISEMENT:

Contractor shall not post, exhibit, display or allow to be posted, exhibited, displayed any signs, advertising, show bills, lithographs, posters or cards of any kind pertaining to the services

performed under this Agreement unless prior written approval has been secured from City to do otherwise.

23. **WAIVER:**

A waiver by City of any breach of any term, covenant, or condition contained herein, shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained herein, whether of the same or a different character.

24. **INTEGRATED CONTRACT:**

This Agreement consists of this document as well as the following documents, including all changes, addenda, and modifications thereof which are incorporated herein by reference:

- Document 00400, Bid Form
- Document 00430, Subcontractors List
- Document 00450, Statement of Qualifications
- Document 00481, Non-Collusion Affidavit
- Document 00482, Bidder Certifications
- Document 00530, Insurance Forms
- Document 00660, Substitution Request Form
- Document 00700, General Conditions
- Document 00800, Special Conditions
- Document 00820, Special Environmental Conditions
- Document 00821, Insurance
- Document 00822, Apprenticeship Program
- Technical Provisions
- Addenda (No. 1 and 2)

This Agreement represents the full and complete understanding of every kind or nature whatsoever between the parties hereto, and all preliminary negotiations and agreements of whatsoever kind or nature are merged herein. No verbal agreement or implied covenant shall be held to vary the provisions hereof. Any modification of this Agreement will be effective only by written execution signed by both City and Contractor.

25. **INSERTED PROVISIONS:**

Each provision and clause required by law to be inserted into the Agreement shall be deemed to be enacted herein, and the Agreement shall be read and enforced as though each were included herein. If through mistake or otherwise, any such provision is not inserted or is not correctly inserted, the Agreement shall be amended to make such insertion on application by either party.

26. **CAPTIONS:**

The captions in this Agreement are for convenience only, are not a part of the Agreement and in no way affect, limit or amplify the terms or provisions of this Agreement.

P.O. No.: 2016-398

IN WITNESS WHEREOF, the parties have caused the Agreement to be executed on the day and year first above written.

CONTRACTOR
Professional Turf Management

CITY OF CUPERTINO
A Municipal Corporation

By Michael Basile

By David Brandt

Name Michael Basile

David Brandt
City Manager

Title Owner, President

Date 12/14/15

Date 12/21/15

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

RECOMMENDED FOR APPROVAL:

By Carol Atwood

Carol Atwood
Director of Recreation & Community Services

APPROVED AS TO FORM:

By Colleen Winchester

Colleen Winchester, Acting City Attorney

ATTEST:

Grace Schmidt 12-21-15

Grace Schmidt, City Clerk

Contract Amount: \$99,600.00

Account No.: 560-63-616

700-702

EXHIBIT A
SCOPE OF WORK
BLACKBERRY FARM GOLF COURSE MAINTENANCE

Work to provide maintenance of Blackberry Farm Golf Course

1. PUTTING GREENS

- 1.01 SCOPE:** Greens shall be maintained disease and weed free. Complete renovation of any green is not included in this maintenance project.
- 1.02 MOWING FREQUENCY:** Winter –six times per week. Spring/Summer/Fall – six times per week. Contractor to recycle grass trimmings.
- 1.03 CHANGING CUPS:** Contractor shall change the cup location daily year-round. Placement is to be at least 8 feet from edge of green on level surface. When requested, use the 1/3 rule – 1/3 of the pins back, 1/3 pins middle, 1/3 pins up.
- 1.04 HEIGHT OF CUT:** Is to be 0.135 of an inch
- 1.05 FERTILIZATION:** Contractor to collect soil samples yearly to determine recommended nutrients, rates of application and frequency of application, with the goal of a sustainable fertility program. Use organic fertilizers, i.e. Earthworks or approved equivalent. The City shall determine which of the greens are to be tested. Contractor to use Logan Laboratories or City approved equal for soils testing and recommendations. All fertilizer shall be applied in accordance with all applicable laws, codes, specifications and policies and at minimum rates that are consistent with healthy turf.
- 1.06 AERIFICATION/TOP DRESS/VERTI-CUTTING:** Contractor is to perform DryJect aerification or equal twice a year in March/April and September/October, and overseed with Pencross bentgrass in September. Perform a DryJect Maximus aerification or equal in July. Verti-cut greens monthly during the growing season. Top-dress with TD320 from TMT enterprises or City approved equal.
- 1.07 PESTICIDE APPLICATION:** All pesticide application shall be completed by a qualified person in accordance with all applicable laws, codes, specifications and policies. Greens to be maintained disease and weed free. Apply all chemicals sparingly. Applications shall be as per EPA regulations. Contractor must possess SDS (safety data sheets) for all materials. All posting and re-entry requirements must be followed. Contractor to submit monthly a written report of all pesticide applications. A recommendation by a licensed Pest Control Advisor (PCA) that is familiar with Blackberry Farm Golf Course and with its setting and protected natural resources is required for applications, and a licensed staffer with a current Qualified Applicator License (QAL) or is a Qualified Applicator Certificate holder (QAC) shall be on site and provide oversight during applications is required. All work shall adhere to all laws, regulations and applicable guidelines for all pesticide applications. Contractor may be required to obtain a Restricted Materials Use Permit and Notice of Intent prior to any applications.
- 1.08 PROTECTION OF CREEK AND PONDS:** No runoff from fertilizer, pesticide or chemical applications shall flow into creeks or ponds nor to drainage inlets that discharge to creeks or ponds.

- 1.09 **INTERSEEDING:** Contractor shall interseed greens with City approved mix of creeping bentgrass two times per year, in the spring and fall at a rate of 2 lbs. per 1,000 sq. feet unless otherwise directed.

2. COLLAR MAINTENANCE

- 2.01 **MOWING FREQUENCY:** Twice weekly in spring/summer/fall and once a week in winter.
- 2.02 **HEIGHT OF CUT:** to be ½ inch all year
- 2.03 **FERTILIZATION:** to be fertilized the same as greens
- 2.04 **WEED CONTROL:** to be applied the same as greens

3. TEE MAINTENANCE

- 3.01 **MOWING FREQUENCY:** Two to three times per week in spring/summer/fall and one to two times a week in winter.
- 3.02 **HEIGHT OF CUT:** to be ½ inch all year
- 3.03 **FERTILIZATION:** Contractor to collect at least one soil sample yearly to determine the recommended complete fertilizer to use. Contractor to use Logan Laboratories or City approved equal for soils testing and recommendations. Fertilizer to be applied four times a year in March, May, late August and October. The application rate shall be at the manufacturer's recommended rate. All fertilizer shall be applied in accordance with all applicable laws, codes, specification and policies and at minimum rates consistent with healthy turf. Special care shall be taken to prevent fertilizer or fertilizer-containing runoff from getting into creek areas or ponds.
- 3.04 **AERIFICATION:** Contractor to aerate four times per year in May and October and as needed.
- 3.05 **OVERSEEDING:** Contractor to overseed four times per year with perennial rye grass, at 8 lbs. per 1,000 sq. feet unless otherwise directed. Contractor to use seeder/slicer (verti-cutting) unit.
- 3.06 **TEE MARKERS:** Contractor shall move and rotate daily. Keep 10 feet apart and 8 feet from back of tee (except where markers do not allow).
- 3.07 **PERMANENT YARDAGE MARKERS:** Contractor to keep visible at all times.
- 3.08 **WEED CONTROL:** Contractor to apply two broadleaf weed control in the spring and fall. Broadleaf weed control is for, but not limited to, English Daisy, clover, spurge and chickweed. Contractor to apply one Crabgrass control in spring. All weed controls shall be applied in accordance with all applicable laws, codes, specification and policies.
- 3.09 **PROTECTION OF CREEK AND PONDS:** No runoff from fertilizer, pesticide or chemical applications shall flow into creek areas or ponds nor to drain inlets that discharge to creek areas or ponds.
- 3.10 **SEED AND TOPSOIL TEES:** Contractor to place seeds and sand/organic compost mix on tees daily to repair divots.

4. FAIRWAY MAINTENANCE

- 4.01 **MOWING FREQUENCY:** two to three times per week in growing season, and one to two times per week in winter
- 4.02 **HEIGHT OF CUT:** ¾ inch all year
- 4.03 **FERTILIZATION:** Contractor to collect one soil sample yearly to determine the recommended complete fertilizer to use. Contractor to use Logan Laboratories or City approved equal for soils testing and recommendations. Fertilizer to be applied four times a year in March, May, late August and October. The application rate shall be at the manufacturer's recommended rate. All fertilizer shall be applied in accordance with all applicable laws, codes, specifications and policies and at minimum rates consistent with healthy turf.
- 4.04 **AERIFICATION: VERTI-CUTTING:** Contractor to aerate, verti-cut once per year in April/May.
- 4.05 **OVERSEEDING:** Contractor shall overseed with Perennial Rye one time per year, 8 lbs. per 1,000 sq. feet unless otherwise directed. Use seeder/slicer for distribution. Perform spot-overseeding as needed with Perennial Rye.
- 4.06 **WEED CONTROL:** Contractor to apply broadleaf weed control twice per year, in the spring and fall. Broadleaf weed control is for, but not limited to, English Daisy, clover, spurge and chickweed. Contractor to apply one Crabgrass control in spring. All weed controls shall be applied in accordance with all applicable laws, codes, specification and policies.
- 4.07 **PROTECTION OF CREEK AND PONDS:** No runoff from chemical applications shall flow into creek areas or ponds. Contractor shall cover the drain inlets and drainage structures that discharge to the creek for one week after the application of any chemicals.

5. ROUGH MAINTENANCE

- 5.01 **MOWING FREQUENCY:** twice per week all year
- 5.02 **HEIGHT OF CUT:** 1 to 1 ½ inches all year
- 5.03 **FERTILIZATION:** Same as Fairway Maintenance
- 5.04 **AERIFICATION:** Same as Fairway Maintenance
- 5.05 **WEED CONTROL:** Contractor to apply two broadleaf weed control in the spring and fall. Broadleaf weed control is for, but not limited to, English Daisy, clover, spurge and checkweed. Contractor to apply one Crabgrass control in spring. All weed controls shall be applied in accordance with all applicable, laws, codes, specification and policies.
- 5.06 **PROTECTION OF CREEK AND PONDS:** No runoff from chemical applications shall flow into creeks or ponds.

7. EQUIPMENT AND EQUIPMENT STORAGE

- 7.01 **GREEN EQUIPMENT:** The City encourages the Contractor to use Environmentally Friendly or Green equipment and supplies for this contract.

- 7.02 **SCOPE:** All mowing equipment shall be on a regular preventive maintenance schedule for hydraulic and oil lines so as to minimize damage to turf and protect the creek and wildlife habitat from leaks. Hydraulic hoses shall be changed off site every six months.
- 7.03 **GREENS:** Mowing equipment shall be 9 or more bladed, reel-type mower with a frequency of cut at a minimum of .25 at 3.6 mph.
- 7.04 **TEES:** Mowing equipment shall be 7 or more bladed, reel-type mower with a frequency of cut at a minimum of .53 at 4.2 mph.
- 7.05 **FAIRWAYS:** Mowing equipment shall be 6 or more bladed, reel-type mower with a frequency of cut at a minimum of .67 at 5.0 mph.

10. PARKING LOT AT GOLF COURSE ENTRANCE

- 10.01 **SWEEPING:** Contractor shall sweep monthly. Manually using a blower is acceptable during the hours of 7:00 am to 8:00 pm on week days and 9:00 am to 6:00 pm on weekend, and in accordance with the City's noise ordinance.
- 10.02 **LOOSE TRASH AND GARBAGE CANS:** Contractor shall pick up trash and check area daily.
- 10.03 **BROKEN GLASS/BOTTLES:** Contractor shall pick up and dispose of broken glass or similar potentially harmful materials immediately.

11. CLUBHOUSE & MAINTENANCE BUILDING

- 11.01 **REST ROOMS AT MAINTENANCE BUILDING:** Public restrooms for golfers exist on the golf-facing side of the golf maintenance building. The public rest rooms will be cleaned and maintained by the City or City's designee.
- 11.02 **PATIO:** Contractor shall sweep daily.
- 11.03 **RECYCLED CARDBOARD CONTAINERS:** Shall be emptied at least once per week.

12. ENTRY AREA/CLUBHOUSE GROUNDS

- 12.01 **FLOWER BEDS:** Contractor shall weed, mulch, water and replenish as needed.
- 12.02 **TRASH:** Contractor shall pick up daily.
- 12.03 **FOOT BRUSHES:** Contractor shall clean and check weekly and replace when worn.
- 12.04 **WALKWAYS:** Contractor shall sweep daily when weather permits.
- 12.05 **TRASH AND CIGARETTE CANS:** Contractor shall empty cans daily and comply with City's recycling standards.
- 12.06 **LEAKS FROM GOLF CARTS:** Contractor shall clean immediately.
- 12.07 **LANDSCAPE SHRUBBERY:** Contractor shall trim monthly and as needed.
- 12.08 **ANNUAL PLANTINGS:** Contractor shall remove and re-plant minimum 2 times per year the two planter boxes located at the clubhouse. The planter box on number one tee measuring roughly 4.5 ft. by 35.5 ft. (160 S.F.) and the planter box to the left

of the building along the restroom walkway measuring roughly 8 ft. by 34 ft. (272 S.F.).

- 12.09 **DRIVING RANGE:** Contractor shall cut grass weekly and fertilize and aerate the same as fairways.
- 12.10 **WEED CONTROL (NON-SELECTIVE):** Contractor shall use mechanical method of trimming or removing undesirable vegetation in tree wells, perimeter and interior fence lines, barriers, railroad ties, delineators, and along edges of golf play areas that are along the creek or associated native planting areas.
- 12.11 **LITTER:** Contractor shall remove daily.
- 12.12 **TRASH AND DEBRIS (FROM MAINTENANCE):** Contractor shall remove as it occurs and dispose of it in a safe and legal manner.
- 12.13 **SOIL, WATER SAMPLES:** Contractor shall take samples annually or more often if unusual growth habits develop.
- 12.14 **RODENT CONTROL:** Contractor shall begin immediate eradication action following local, state and federal guidelines when gopher or ground squirrel activity occurs. Contractor is not allowed to use rodenticides nor any chemicals to control rodents. Acceptable methods may include carbon dioxide use, trapping, exclusion, or burrow sealing/removal, or using other techniques as acceptable to City.
- 12.15 **SAND TRAPS:** Complete renovation of any sand trap is not included in this maintenance project. Contractor shall rake daily. Contractor shall keep sand at 4 inches in depth minimum and keep clean of all weeds. When using power rake, stay about one foot from edge of trap. When hand-raking edge of trap, put sand inward on low side and pull outward on high side. Contractor to edge traps monthly and as needed. Do not drag sand out of trap when exiting trap with power rake.
- 12.16 **TREES:** Any tree removal or tree replacement must be approved by the City and any expenditures incurred will be outside the standard scope of work. Contractor shall keep all trees trimmed at least 6 feet from the ground to prevent damage to golf cart tops and maintenance equipment, except for trees and shrubs along the creek which shall only be trimmed as acceptable to the City Naturalist. Contractor shall maintain trees in a safe, healthy, and aesthetically pleasing condition at all times. Contractor shall mow, weed and/or mulch tree wells as needed. Contractors shall immediately remove any broken tree limbs. Downed brush shall be removed as soon as possible. All trimmings or debris shall be removed from the course, unless they are chipped, and used for mulch on site. Contractor shall not be responsible for removal of dead or fallen trees; such removal shall be at the City's expense unless it is determined that the condition was caused by the Contractor's negligence.
- 12.17 **USGA GREEN SECTION VISIT:** Contractor shall have a USGA staff agronomist visit the course yearly on the following schedule: first year in the spring, second year in the summer, third year in the fall, no winter visits. Contractor shall act on all appropriate recommendations that result from these visits.
- 12.18 **LEAF PICKUP:** Contractor shall remove leaves daily or as necessary.
- 12.19 **VANDALISM/GRAFFITI:** Contractor shall correct vandalism immediately and remove graffiti within 24 hours.

14. OTHER AREAS

- 14.01 **TEE MARKERS:** Contractor shall have two sets each hole. Missing or broken markers shall be replaced immediately.
- 14.02 **BENCHES/TEE SIGNS:** Contractor shall immediately remove any damaged bench, and notify supervisor so that City can replace it. Any damaged tee sign shall be removed as soon as possible, and notify supervisor so that City can replace it.
- 14.03 **YARD MARKERS:** Contractor shall replace as needed any yard markers.
- 14.04 **GREENS FLAGS, POLE, CUPS:** Contractor shall replace flags, poles and cups when they are discolored, frayed or damaged in any way.
- 14.05 **BALL WASHERS:** Contractor shall check for water/soap daily. Contractor shall replace tee towels monthly or more often if towel is frayed, discolored, or aesthetically unpleasing.
- 14.06 **SAND TRAP RAKES:** Contractor shall keep two rakes per trap or more as needed, and replace any missing or broken rake immediately.
- 14.07 **OUT-OF-BOUNDS/HAZARD STAKES:** Contractor shall replace white out-of-bounds stakes immediately if missing or broken.
- 14.08 **OVERSEEDING:** Contractor shall spot-overseed with Perennial Rye when needed.
- 14.09 **PONDS:** Contractor shall keep the ponds free from algae and excessive growth of plant material.
- 14.10 **BRIDGE:** Contractor shall inspect bridge daily for safe conditions and repair structures immediately when necessary.
- 14.11 **FOOT GOLF:** Contractor shall maintain 9 hole foot golf course, with all tee markers, holes, cups, flagpoles, and flags. Edging around the cups shall be done weekly.

15. IRRIGATION

- 15.01 **SCOPE:** Irrigation system shall be maintained in a manner to provide proper watering. Any major irrigation system repairs or improvements are not included in this maintenance project.
- 15.02 **MAINTENANCE:** Contractor shall maintain system, including lateral lines, sprinkler heads, and controllers in good operating repair, functioning properly, and conforming to related laws, codes and regulations. No valves or water main repairs are included in this maintenance project. Contractor shall notify the City immediately when valve or water main repairs are necessary for proper operation.
- 15.03 **FREQUENCY:** Contractor is to irrigate as required to maintain adequate moisture for growth rate and appearance. Contractor is to hand-water as needed any and all portions of the course that do not receive adequate water from the irrigation system.
- 15.04 **TESTING FOR ADEQUATE SOIL MOISTURE:** Contractor shall determine by visual observation, plant resiliency, turgidity, examining cores removed by soil probe, and moisture sensor devices.
- 15.05 **WATER CONSERVATION:** Irrigation controllers shall be programmed to maintain course appearance and health of vegetation while maximizing water conservation.

- 15.06 WIND PROBLEMS:** In areas where wind creates problems of spraying onto private property or road rights of way, operation shall occur during period of lowest wind velocity.
- 15.07 MONITORING:** Contractor shall make corrections for coverage, adjustment, clogging of lines, and removal of obstacles, tilting of heads, and management of plant materials that obstruct the spray as they occur.
- 15.08 SYSTEM CHECK:** Contractor shall check the system daily during months of operation.
- 15.09 PUMPING PLANT:** Pumping plant shall be maintained the City.
- 15.10 WATER COST:** Water costs shall be paid for by the City.

EXHIBIT B - 1 SCHEDULE OF BID PRICES

Contractor's Name: Professional Turf Management

SCHEDULE OF BID PRICES

All Bid items, including lump sums and unit prices, must be filled in completely. Allowances and Alternative Bid items if applicable are described in Document 00800 (Special Conditions). Quote in figures only, unless words are specifically requested.

ITEM	SPEC REF	DESCRIPTION	UNIT	EST QTY	UNIT PRICE	TOTAL (Qty x Unit Price)
1	Technical Provisions & 00800	Provide one month of maintenance at Blackberry Farm Golf Course, Jan. - June 2016	month	6	16,500 ⁰⁰	99,000.00
2	Technical Provisions	Soil Sample Collection & Testing	EA	6	100.00	600.00
TOTAL BASE BID						\$ 99,600.00

Total Bid: Ninety nine thousand six hundred and 00 cents
(words)

SCHEDULE OF ALTERNATES

ALTERNATES

ITEM	SPEC REF	DESCRIPTION	UNIT	EST QTY.	UNIT PRICE	TOTAL (Qty x Unit Price)
BID ALTERNATE 1: Provide Maintenance at Blackberry Farm Golf Course, July 2016 - June 2017						
3	Technical Provisions & 00800	Provide maintenance, each month, July 2016-June 2017	month	12	17,000 ⁰⁰	204,000
4	Technical Provisions	Soil Sample Collection and Testing	EA	12	100.00	1200.00
BID ALTERNATE 1, TOTAL, ITEMS 3 + 4						205,200.00
BID ALTERNATE 2: Provide Maintenance at Blackberry Farm Golf Course, July 2017 - June 2018						
5	Technical Provisions & 00800	Provide maintenance, each month, July 2017-June 2018	month	12	17,000 ⁰⁰	204,000
6	Technical Provisions	Soil Sample Collection and Testing	EA	12	100.00	1200.00
BID ALTERNATE 2, TOTAL, ITEMS 5 + 6						205,200.00

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

EXHIBIT B - 1
SCHEDULE OF BID PRICES, continued

Contractor's Name: Professional Turf Management

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDUMS

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

Addendum No.	Addendum Date
1	11/17/15 (however, it says 11/17/16)
2	11/18/15

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: 10/31/2017

CALIFORNIA
 Where incorporated, if applicable

Michael Basile
Donald Naumann

Principals

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

Mike 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: Michael Basile
Donald Edward Naumann

Telephone Number(s): (408) 315-3865

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

E-Mail Address: mike_basile@hotmail.com

END OF DOCUMENT

**EXHIBIT B-2
COMPENSATION**

COMPENSATION

Payment for services to be performed in Fiscal Year 2016-17 from July 1, 2016 to June 30, 2017 shall be \$17,000.00 per month for maintenance activities as described in Exhibit A, plus \$100.00 per each soil sample and testing with a maximum quantity of 12.

Payment for services to be performed in Fiscal Year 2016-17 shall not exceed \$205,200.00 as noted below.

<u>Item</u>	<u>Unit</u>	<u>Qty</u>	<u>Unit Price</u>	<u>Total Cost</u>
Blackberry Farm Golf Course Course Maintenance	month	12	\$17,000.00	\$204,000.00
Soil Sample Collection & Testing	each	12	\$100.00	<u>\$1,200.00</u>
TOTAL FEE for services, fiscal year 2016-17, Not to Exceed:				\$205,200.00

CONTRACT**AGREEMENT BETWEEN THE CITY OF CUPERTINO AND
PROFESSIONAL TURF MANAGEMENT FOR
BLACKBERRY FARM GOLF COURSE MAINTENANCE**

THIS AGREEMENT, for reference dated December 3, 2015, is by and between CITY OF CUPERTINO, a municipal corporation (hereinafter referred to as "City"), and Professional Turf Management, a California corporation, whose address is P.O. Box 700142, San Jose, CA 95170, hereinafter called the Contractor, and is made with reference to the following:

RECITALS

A. City is a municipal corporation duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the Constitution and the statutes of the State of California and the Cupertino Municipal Code.

B. City and Contractor desire to enter into an agreement for Blackberry Farm Golf Course Maintenance, in accordance with the Technical Provisions, General and Special Conditions, and Special Environmental Conditions.

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

1. **TERM:**

The Contractor shall begin work on January 1, 2016 and continue work through June 30, 2016, and shall diligently prosecute the work. This Agreement may be renewed annually for one-year terms commencing July 1, 2016 through June 30, 2017, at the City's sole discretion and subject to appropriation, for up to five (5) one-year terms (possible total term 5.5 years).

2. **SERVICES TO BE PERFORMED:**

Contractor agrees, at its own cost and expense, to furnish all labor, tools, equipment, materials, except as otherwise specified, and to do all work strictly in accordance with the Scope of Work (see Exhibit A). The General and Special Conditions, Technical Provisions and Special Environmental Conditions are hereby referred to and expressly made a part hereof with the same force and effect as if the same were fully incorporated herein.

3. **COMPENSATION TO CONTRACTOR:**

Contractor shall be compensated for services performed pursuant to this Agreement in the amount and manner set forth in Contractor's bid, which is attached hereto as Exhibit "A" and incorporated herein by this reference. Payment will be made in the same manner that claims of a like character are paid by the City, with checks drawn on the treasury of the City, to be taken from the fund as indicated in the city's adopted budget.

4. **TIME IS OF THE ESSENCE:**

Contractor and City agree that time is of the essence regarding the performance of this Agreement.

5. **STANDARD OF CARE:**

Contractor agrees to perform all services hereunder in a manner commensurate with the prevailing standards of like professionals in the San Francisco Bay Area and agrees that all services shall be performed by qualified and experienced personnel who are not employed by the City nor have any contractual relationship with City.

6. **INDEPENDENT PARTIES:**

City and Contractor intend that the relationship between them created by this Agreement is that of an independent contractor. The manner and means of conducting the work are under the control of Contractor, except to the extent they are limited by statute, rule or regulation and the express terms of this Agreement. No civil service status or other right of employment will be acquired by virtue of Contractor's services. None of the benefits provided by City to its employees, including but not limited to unemployment insurance, workers' compensation plans, vacation and sick leave are available from City to Contractor, its employees or agents. Deductions shall not be made for any state or federal taxes, FICA payments, PERS payments, or other purposes normally associated with an employer-employee relationship from any fees due Contractor. Payments of the above items, if required, are the responsibility of Contractor.

7. **IMMIGRATION REFORM AND CONTROL ACT (IRCA):**

Contractor assumes any and all responsibility for verifying the identity and employment authorization of all of its employees performing work hereunder, pursuant to all applicable IRCA or other federal or state rules and regulations. Contractor shall indemnify and hold City harmless from and against any loss, damage, liability, costs or expenses arising from any noncompliance of this provision by Contractor.

8. **NON-DISCRIMINATION:**

Consistent with City's policy that harassment and discrimination are unacceptable employer/employee conduct, Contractor agrees that harassment or discrimination directed toward a job applicant, a City employee, or a citizen by Contractor or Contractor's employee on the basis of race, religious creed, color, national origin, ancestry, handicap, disability, marital status, pregnancy, sex, age, or sexual orientation will not be tolerated. Contractor agrees that any and all violations of this provision shall constitute a material breach of this Agreement.

9. **HOLD HARMLESS:**

Contractor shall, to the fullest extent allowed by law, indemnify, defend, and hold harmless the City and its officers, officials, agents, employees and volunteers against any and all liability, claims, stop notices, actions, causes of action or demands whatsoever from and against any of them, including any injury to or death of any person or damage to property or other liability of any

nature, arising out of, pertaining to, or related to the performance of this Agreement by Contractor or Contractor's employees, officers, officials, agents or independent contractors. Contractor shall not be obligated under this Agreement to indemnify City to the extent that the damage is caused by the sole or active negligence or willful misconduct of City, its agents or employees. Such costs and expenses shall include reasonable attorneys' fees of counsel of City's choice, expert fees and all other costs and fees of litigation.

Contractor agrees to obtain executed indemnity agreements with provisions identical to those set forth here in these sections from each and every subcontractor or any other person or entity involved by, for, with, or on behalf of Contractor in the performance of this agreement. If Contractor fails to obtain such indemnity obligations from others as required here, Contractor agrees to be fully responsible according to the terms of this section.

10. **INSURANCE:**

On or before the commencement of the terms of this Agreement, Contractor shall furnish City with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of insurance coverage in compliance with paragraph 10A, B, C and D. Such certificates, which do not limit Contractor's indemnification, shall also contain substantially the following statement: "Should any of the above insurance covered by this certificate be canceled or coverage reduced before the expiration date thereof, the insurer affording coverage shall provide thirty (30) days' advance written notice to the City of Cupertino by certified mail, "Attention: City Manager." It is agreed that Contractor shall maintain in force at all times during the performance of this Agreement all appropriate coverage of insurance required by this Agreement with an insurance company that is acceptable to City and licensed to do insurance business in the State of California. Endorsements naming the City as additional insured shall be submitted with the insurance certificates. Contractor to complete the attached Document 00530 Insurance Forms.

A. **COVERAGE:**

Contractor shall maintain the following insurance coverage:

(1) **Workers' Compensation:**

Statutory coverage as required by the State of California; Employers' Liability
\$1,000,000 per occurrence

(2) **General Liability:**

Commercial general liability coverage in the following minimum limits:

Bodily Injury: \$500,000
 each occurrence
 \$1,000,000
 aggregate - all other

Property Damage: \$500,000 each occurrence
 \$1,000,000 aggregate

If submitted, combined single limit of \$1,000,000 per occurrence; \$2,000,000 in the aggregate will be considered equivalent to the required minimum limits shown above.

- (3) **Automotive:**
Comprehensive automobile liability coverage in the following minimum limits:
Bodily injury: \$500,000 each occurrence
Property Damage: \$500,000 each occurrence
or
Combined Single Limit: \$1,000,000 each occurrence

B. **SUBROGATION WAIVER:**

Contractor agrees that in the event of loss due to any of the perils for which it has agreed to provide comprehensive general and automotive liability insurance, Contractor shall look solely to its insurance for recovery. Contractor hereby grants to City, on behalf of any insurer providing comprehensive general and automotive liability insurance to either Contractor or City with respect to the services of Contractor herein, a waiver of any right to subrogation which any such insurer of said Contractor may acquire against City by virtue of the payment of any loss under such insurance.

C. **FAILURE TO SECURE:**

If Contractor at any time during the term hereof should fail to secure or maintain the foregoing insurance, City shall be permitted to obtain such insurance in the Contractor's name or as an agent of the Contractor and shall be compensated by the Contractor for the costs of the insurance premiums at the maximum rate permitted by law and computed from the date written notice is received that the premiums have not been paid.

D. **ADDITIONAL INSURED:**

City, its City Council, boards and commissions, officers, employees, and volunteers shall be named as an additional insured under all insurance coverages, except worker's compensation insurance. The naming of an additional insured shall not affect any recovery to which such additional insured would be entitled under this policy if not named as such additional insured. An additional insured named herein shall not be held liable for any premium, deductible portion of any loss, or expense of any nature on this policy or any extension thereof. Any other insurance held by an additional insured shall not be required to contribute anything toward any loss or expense covered by the insurance provided by this policy.

E. **SUFFICIENCY OF INSURANCE:**

The insurance limits required by City are not represented as being sufficient to protect Contractor. Contractor is advised to consult Contractor's insurance broker to determine adequate coverage for Contractor.

11. **BONDS:**

Not applicable.

12. **PROHIBITION AGAINST TRANSFERS:**

Contractor shall not assign, sublease, hypothecate, or transfer this Agreement, or any interest therein, directly or indirectly, by operation of law or otherwise, without prior written consent of City. Any attempt to do so without said consent shall be null and void, and any assignee, sublessee, hypothecate or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer. However, claims for money by Contractor from City under this Agreement may be assigned to a bank, trust company or other financial institution without prior written consent. Written notice of such assignment shall be promptly furnished to City by Contractor.

The sale, assignment, transfer or other disposition of any of the issued and outstanding capital stock of Contractor, or of the interest of any general partner or joint venturer or syndicate member or cotenant, if Contractor is a partnership or joint venture or syndicate or cotenancy, which shall result in changing the control of Contractor, shall be construed as an assignment of this Agreement. Control means fifty percent (50%) or more of the voting power of the corporation.

13. **SUBCONTRACTOR APPROVAL:**

Unless prior written consent from City is obtained, only those people and subcontractors whose names are listed in Contractor's bid shall be used in the performance of this Agreement.

Requests for additional subcontracting shall be submitted in writing, describing the scope of work to be subcontracted and the name of the proposed subcontractor. Such request shall set forth the total price or hourly rates used in preparing estimated costs for the subcontractor's services. Approval of the subcontractor may, at the option of City, be issued in the form of a Work Order.

In the event that Contractor employs subcontractors, such subcontractors shall be required to furnish proof of workers' compensation insurance and shall also be required to carry general and automobile liability insurance in reasonable conformity to the insurance carried by Contractor. In addition, any work or services subcontracted hereunder shall be subject to each provision of this Agreement.

14. **PERMITS AND LICENSES:**

Contractor, at its sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, certificates and licenses, including a City Business License, that may be required in connection with the performance of services hereunder.

15. **REPORTS:**

Each and every report, draft, work product, map, record and other document reproduced, prepared or caused to be prepared by Contractor pursuant to or in connection with this Agreement shall be the exclusive property of City. Consultant may retain a copy of any report furnished to the City pursuant to this Agreement.

No report, information nor other data given to or prepared or assembled by Contractor pursuant to this Agreement shall be made available to any individual or organization by Contractor without prior approval by City.

Contractor shall, at such time and in such form as City may require, furnish reports concerning the status of services required under this Agreement.

16. **RECORDS:**

Contractor shall maintain complete and accurate records with respect to sales, costs, expenses, receipts and other such information required by City that relate to the performance of services under this Agreement.

Contractor shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Contractor shall provide free access to such books and records to the representatives of City or its designees at all proper times, and gives City the right to examine and audit same, and to make transcripts therefrom as necessary, and to allow inspection of all work, data, documents, proceedings and activities related to this Agreement. Such records, together with supporting documents, shall be kept separate from other documents and records and shall be maintained for a period of three (3) years after receipt of final payment.

If supplemental examination or audit of the records is necessary due to concerns raised by City's preliminary examination or audit of records, and the City's supplemental examination or audit of the records discloses a failure to adhere to appropriate internal financial controls, or other breach of contract or failure to act in good faith, then Contractor shall reimburse City for all reasonable costs and expenses associated with the supplemental examination or audit.

17. **NOTICES:**

All notices, demands, requests or approvals to be given under this Agreement shall be given in writing and conclusively shall be deemed served when delivered personally or on the second business day after the deposit thereof in the United States Mail, postage prepaid, registered or certified, addressed as hereinafter provided.

All notices, demands, requests, or approvals from Contractor to City shall be addressed to City at:

City of Cupertino
10300 Torre Avenue
Cupertino CA 95014
Attention: Carol Atwood, Director of Recreation and Community Services

All notices, demands, requests, or approvals from City to Contractor shall be addressed to Contractor at:

Professional Turf Management
P.O. Box 700142
San Jose, CA 95170
Attention: Michael Basile, President

18. **URBAN RUNOFF MANAGEMENT:**

The Contractor shall avoid creating excess dust when breaking asphalt or concrete and during excavation and grading or other activities that may create dust or erosion. If water is used for dust control, contractor shall use as little as necessary. Contractor shall take all steps necessary to keep wash water out of the streets, gutters and storm drains.

The Contractor shall develop and implement erosion and sediment control to prevent pollution of storm drains. Such control includes but is not limited to:

A. Use storm drain inlet protection devices such as sand bag barriers, filter fabric fences, block and gravel filters. (Block storm drain inlets prior to the start of the rainy season (October 15), in site de-watering activities and saw-cutting activities; shovel or vacuum saw-cut slurry and remove from the site).

B. Cover exposed piles of soil or construction material with plastic sheeting. All construction materials must be stored in containers.

C. Sweep and remove all materials from paved surfaces that drain to streets, gutters and storm drains prior to rain as well as at the end of the each work day. At the completion of the project, the street shall be washed and the wash water shall be collected and disposed of offsite in an appropriate location.

D. After breaking old pavement, Contractor shall remove all debris to avoid contact with rainfall or runoff.

E. Contractor shall maintain a clean work area by removing trash, litter, and debris at the end of each work day. Contractor shall also clean up any leaks, drips, and other spills as they occur.

The objective is to ensure that the City and County of Santa Clara County-Wide Clean Water Program is adequately enforced. These controls should be implemented prior to the start of construction, up-graded as required, maintained during construction phases to provide adequate protection, and removed at the end of construction.

These recommendations are intended to be used in conjunction with the State's Best Management Practices Municipal and Construction Handbooks, local program guidance materials from municipalities, Section 7.1.01 of the Standard Specifications and any other appropriate documents on storm water quality controls for construction.

Failure to comply with this program will result in the issuance of noncompliance notices, citations, project stop orders or fines. The fine for noncompliance of the above program is two hundred and fifty dollars (\$250.00) per occurrence per day. The State under the Federal Clean Water Act can also impose a fine on the contractor, pursuant to Cal. Water Code '13385.

19. **TERMINATION:**

In the event Contractor fails or refuses to perform any of the provisions hereof at the time and in the manner required hereunder, Contractor shall be deemed in default in the performance of this Agreement. If such default is not cured within a period of two (2) days after receipt by Contractor from City of written notice of default, specifying the nature of such default and the steps necessary to cure such default, City may terminate the Agreement forthwith by giving to the Contractor written notice thereof.

City shall have the option, at its sole discretion and without cause, of terminating this

Agreement by giving seven (7) days' prior written notice to Contractor as provided herein. Upon termination of this Agreement, each party shall pay to the other party that portion of compensation specified in this Agreement that is earned and unpaid prior to the effective date of termination.

20. COMPLIANCES:

Contractor shall comply with all state or federal laws and all ordinances, rules and regulations enacted or issued by City. Specifically, and without limitation, Contractor shall comply with all state, federal, or local regulation regarding the removal and disposal of hazardous waste.

A. **PREVAILING WAGES:** To the extent applicable, Contractor shall comply with the City's Labor Compliance Program and all other requirements set forth in Labor Code section 1770 et seq. Contractor shall pay prevailing wages. Contractor will submit monthly certified payroll records to the City for all employees and subcontractors in a preapproved format or a City provided form. Any delay in remitting certified payroll reports to the City upon request from the City will result in either delay and/or forfeit of outstanding payment to Contractor.

B. **WORKING DAY:** Contractor shall comply with California Labor Code Section 1810, et seq. which provides that work performed by employees of contractors in excess of 8 hours per day, and 40 hours during any one week, must be compensated as overtime, at not less than 1 ½ times the basic rate of pay, to the extent applicable.

C. **PAYROLL RECORDS:** Contractor shall comply with California Labor Code Section 1776 which requires certified payroll records be maintained with the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with this Agreement, to the extent applicable. The Payroll Records shall be made available for inspection as provided in California Labor Code Section 1776.

D. **APPRENTICES:** Contractor shall comply with California Labor Code Section 1777.5 regarding apprentices, to the extent applicable.

21. CONFLICT OF LAW:

This Agreement shall be interpreted under, and enforced by the laws of the State of California excepting any choice of law rules which may direct the application of laws of another jurisdiction. The Agreement and obligations of the parties are subject to all valid laws, orders, rules, and regulations of the authorities having jurisdiction over this Agreement (or the successors of those authorities.) Any suits brought pursuant to this Agreement shall be filed with the courts of the County of Santa Clara, State of California.

22. ADVERTISEMENT:

Contractor shall not post, exhibit, display or allow to be posted, exhibited, displayed any signs, advertising, show bills, lithographs, posters or cards of any kind pertaining to the services

performed under this Agreement unless prior written approval has been secured from City to do otherwise.

23. **WAIVER:**

A waiver by City of any breach of any term, covenant, or condition contained herein, shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained herein, whether of the same or a different character.

24. **INTEGRATED CONTRACT:**

This Agreement consists of this document as well as the following documents, including all changes, addenda, and modifications thereof which are incorporated herein by reference:

- Document 00400, Bid Form
- Document 00430, Subcontractors List
- Document 00450, Statement of Qualifications
- Document 00481, Non-Collusion Affidavit
- Document 00482, Bidder Certifications
- Document 00530, Insurance Forms
- Document 00660, Substitution Request Form
- Document 00700, General Conditions
- Document 00800, Special Conditions
- Document 00820, Special Environmental Conditions
- Document 00821, Insurance
- Document 00822, Apprenticeship Program
- Technical Provisions
- Addenda (No. 1 and 2)

This Agreement represents the full and complete understanding of every kind or nature whatsoever between the parties hereto, and all preliminary negotiations and agreements of whatsoever kind or nature are merged herein. No verbal agreement or implied covenant shall be held to vary the provisions hereof. Any modification of this Agreement will be effective only by written execution signed by both City and Contractor.

25. **INSERTED PROVISIONS:**

Each provision and clause required by law to be inserted into the Agreement shall be deemed to be enacted herein, and the Agreement shall be read and enforced as though each were included herein. If through mistake or otherwise, any such provision is not inserted or is not correctly inserted, the Agreement shall be amended to make such insertion on application by either party.

26. **CAPTIONS:**

The captions in this Agreement are for convenience only, are not a part of the Agreement and in no way affect, limit or amplify the terms or provisions of this Agreement.

P.O. No.: 2016-398

IN WITNESS WHEREOF, the parties have caused the Agreement to be executed on the day and year first above written.

CONTRACTOR
Professional Turf Management

CITY OF CUPERTINO
A Municipal Corporation

By Michael Basile

Name Michael Basile

Title Owner, President

Date 12/14/15

By David Brandt

David Brandt
City Manager

Date 12/21/15

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

RECOMMENDED FOR APPROVAL:

By Carol Atwood

Carol Atwood
Director of Recreation & Community Services

APPROVED AS TO FORM:

By Colleen Winchester

Colleen Winchester, Acting City Attorney

ATTEST:

Grace Schmidt 12-21-15

Grace Schmidt, City Clerk

Contract Amount: \$99,600.00

Account No. : 560-63-616

700-702

EXHIBIT A
SCOPE OF WORK
BLACKBERRY FARM GOLF COURSE MAINTENANCE

Work to provide maintenance of Blackberry Farm Golf Course

1. PUTTING GREENS

- 1.01 SCOPE:** Greens shall be maintained disease and weed free. Complete renovation of any green is not included in this maintenance project.
- 1.02 MOWING FREQUENCY:** Winter –six times per week. Spring/Summer/Fall – six times per week. Contractor to recycle grass trimmings.
- 1.03 CHANGING CUPS:** Contractor shall change the cup location daily year-round. Placement is to be at least 8 feet from edge of green on level surface. When requested, use the 1/3 rule – 1/3 of the pins back, 1/3 pins middle, 1/3 pins up.
- 1.04 HEIGHT OF CUT:** Is to be 0.135 of an inch
- 1.05 FERTILIZATION:** Contractor to collect soil samples yearly to determine recommended nutrients, rates of application and frequency of application, with the goal of a sustainable fertility program. Use organic fertilizers, i.e. Earthworks or approved equivalent. The City shall determine which of the greens are to be tested. Contractor to use Logan Laboratories or City approved equal for soils testing and recommendations. All fertilizer shall be applied in accordance with all applicable laws, codes, specifications and policies and at minimum rates that are consistent with healthy turf.
- 1.06 AERIFICATION/TOP DRESS/VERTI-CUTTING:** Contractor is to perform DryJect aerification or equal twice a year in March/April and September/October, and overseed with Pencross bentgrass in September. Perform a DryJect Maximus aerification or equal in July. Verti-cut greens monthly during the growing season. Top-dress with TD320 from TMT enterprises or City approved equal.
- 1.07 PESTICIDE APPLICATION:** All pesticide application shall be completed by a qualified person in accordance with all applicable laws, codes, specifications and policies. Greens to be maintained disease and weed free. Apply all chemicals sparingly. Applications shall be as per EPA regulations. Contractor must possess SDS (safety data sheets) for all materials. All posting and re-entry requirements must be followed. Contractor to submit monthly a written report of all pesticide applications. A recommendation by a licensed Pest Control Advisor (PCA) that is familiar with Blackberry Farm Golf Course and with its setting and protected natural resources is required for applications, and a licensed staffer with a current Qualified Applicator License (QAL) or is a Qualified Applicator Certificate holder (QAC) shall be on site and provide oversight during applications is required. All work shall adhere to all laws, regulations and applicable guidelines for all pesticide applications. Contractor may be required to obtain a Restricted Materials Use Permit and Notice of Intent prior to any applications.
- 1.08 PROTECTION OF CREEK AND PONDS:** No runoff from fertilizer, pesticide or chemical applications shall flow into creeks or ponds nor to drainage inlets that discharge to creeks or ponds.

- 1.09 INTERSEEDING:** Contractor shall interseed greens with City approved mix of creeping bentgrass two times per year, in the spring and fall at a rate of 2 lbs. per 1,000 sq. feet unless otherwise directed.

2. COLLAR MAINTENANCE

- 2.01 MOWING FREQUENCY:** Twice weekly in spring/summer/fall and once a week in winter.
- 2.02 HEIGHT OF CUT:** to be ½ inch all year
- 2.03 FERTILIZATION:** to be fertilized the same as greens
- 2.04 WEED CONTROL:** to be applied the same as greens

3. TEE MAINTENANCE

- 3.01 MOWING FREQUENCY:** Two to three times per week in spring/summer/fall and one to two times a week in winter.
- 3.02 HEIGHT OF CUT:** to be ½ inch all year
- 3.03 FERTILIZATION:** Contractor to collect at least one soil sample yearly to determine the recommended complete fertilizer to use. Contractor to use Logan Laboratories or City approved equal for soils testing and recommendations. Fertilizer to be applied four times a year in March, May, late August and October. The application rate shall be at the manufacturer's recommended rate. All fertilizer shall be applied in accordance with all applicable laws, codes, specification and policies and at minimum rates consistent with healthy turf. Special care shall be taken to prevent fertilizer or fertilizer-containing runoff from getting into creek areas or ponds.
- 3.04 AERIFICATION:** Contractor to aerate four times per year in May and October and as needed.
- 3.05 OVERSEEDING:** Contractor to overseed four times per year with perennial rye grass, at 8 lbs. per 1,000 sq. feet unless otherwise directed. Contractor to use seeder/slicer (verti-cutting) unit.
- 3.06 TEE MARKERS:** Contractor shall move and rotate daily. Keep 10 feet apart and 8 feet from back of tee (except where markers do not allow).
- 3.07 PERMANENT YARDAGE MARKERS:** Contractor to keep visible at all times.
- 3.08 WEED CONTROL:** Contractor to apply two broadleaf weed control in the spring and fall. Broadleaf weed control is for, but not limited to, English Daisy, clover, spurge and chickweed. Contractor to apply one Crabgrass control in spring. All weed controls shall be applied in accordance with all applicable laws, codes, specification and policies.
- 3.09 PROTECTION OF CREEK AND PONDS:** No runoff from fertilizer, pesticide or chemical applications shall flow into creek areas or ponds nor to drain inlets that discharge to creek areas or ponds.
- 3.10 SEED AND TOPSOIL TEES:** Contractor to place seeds and sand/organic compost mix on tees daily to repair divots.

4. FAIRWAY MAINTENANCE

- 4.01 **MOWING FREQUENCY:** two to three times per week in growing season, and one to two times per week in winter
- 4.02 **HEIGHT OF CUT:** ¾ inch all year
- 4.03 **FERTILIZATION:** Contractor to collect one soil sample yearly to determine the recommended complete fertilizer to use. Contractor to use Logan Laboratories or City approved equal for soils testing and recommendations. Fertilizer to be applied four times a year in March, May, late August and October. The application rate shall be at the manufacturer's recommended rate. All fertilizer shall be applied in accordance with all applicable laws, codes, specifications and policies and at minimum rates consistent with healthy turf.
- 4.04 **AERIFICATION: VERTI-CUTTING:** Contractor to aerate, verti-cut once per year in April/May.
- 4.05 **OVERSEEDING:** Contractor shall overseed with Perennial Rye one time per year, 8 lbs. per 1,000 sq. feet unless otherwise directed. Use seeder/slicer for distribution. Perform spot-overseeding as needed with Perennial Rye.
- 4.06 **WEED CONTROL:** Contractor to apply broadleaf weed control twice per year, in the spring and fall. Broadleaf weed control is for, but not limited to, English Daisy, clover, spurge and chickweed. Contractor to apply one Crabgrass control in spring. All weed controls shall be applied in accordance with all applicable laws, codes, specification and policies.
- 4.07 **PROTECTION OF CREEK AND PONDS:** No runoff from chemical applications shall flow into creek areas or ponds. Contractor shall cover the drain inlets and drainage structures that discharge to the creek for one week after the application of any chemicals.

5. ROUGH MAINTENANCE

- 5.01 **MOWING FREQUENCY:** twice per week all year
- 5.02 **HEIGHT OF CUT:** 1 to 1 ½ inches all year
- 5.03 **FERTILIZATION:** Same as Fairway Maintenance
- 5.04 **AERIFICATION:** Same as Fairway Maintenance
- 5.05 **WEED CONTROL:** Contractor to apply two broadleaf weed control in the spring and fall. Broadleaf weed control is for, but not limited to, English Daisy, clover, spurge and checkweed. Contractor to apply one Crabgrass control in spring. All weed controls shall be applied in accordance with all applicable, laws, codes, specification and policies.
- 5.06 **PROTECTION OF CREEK AND PONDS:** No runoff from chemical applications shall flow into creeks or ponds.

7. EQUIPMENT AND EQUIPMENT STORAGE

- 7.01 **GREEN EQUIPMENT:** The City encourages the Contractor to use Environmentally Friendly or Green equipment and supplies for this contract.

- 7.02 **SCOPE:** All mowing equipment shall be on a regular preventive maintenance schedule for hydraulic and oil lines so as to minimize damage to turf and protect the creek and wildlife habitat from leaks. Hydraulic hoses shall be changed off site every six months.
- 7.03 **GREENS:** Mowing equipment shall be 9 or more bladed, reel-type mower with a frequency of cut at a minimum of .25 at 3.6 mph.
- 7.04 **TEES:** Mowing equipment shall be 7 or more bladed, reel-type mower with a frequency of cut at a minimum of .53 at 4.2 mph.
- 7.05 **FAIRWAYS:** Mowing equipment shall be 6 or more bladed, reel-type mower with a frequency of cut at a minimum of .67 at 5.0 mph.

10. PARKING LOT AT GOLF COURSE ENTRANCE

- 10.01 **SWEEPING:** Contractor shall sweep monthly. Manually using a blower is acceptable during the hours of 7:00 am to 8:00 pm on week days and 9:00 am to 6:00 pm on weekend, and in accordance with the City's noise ordinance.
- 10.02 **LOOSE TRASH AND GARBAGE CANS:** Contractor shall pick up trash and check area daily.
- 10.03 **BROKEN GLASS/BOTTLES:** Contractor shall pick up and dispose of broken glass or similar potentially harmful materials immediately.

11. CLUBHOUSE & MAINTENANCE BUILDING

- 11.01 **REST ROOMS AT MAINTENANCE BUILDING:** Public restrooms for golfers exist on the golf-facing side of the golf maintenance building. The public rest rooms will be cleaned and maintained by the City or City's designee.
- 11.02 **PATIO:** Contractor shall sweep daily.
- 11.03 **RECYCLED CARDBOARD CONTAINERS:** Shall be emptied at least once per week.

12. ENTRY AREA/CLUBHOUSE GROUNDS

- 12.01 **FLOWER BEDS:** Contractor shall weed, mulch, water and replenish as needed.
- 12.02 **TRASH:** Contractor shall pick up daily.
- 12.03 **FOOT BRUSHES:** Contractor shall clean and check weekly and replace when worn.
- 12.04 **WALKWAYS:** Contractor shall sweep daily when weather permits.
- 12.05 **TRASH AND CIGARETTE CANS:** Contractor shall empty cans daily and comply with City's recycling standards.
- 12.06 **LEAKS FROM GOLF CARTS:** Contractor shall clean immediately.
- 12.07 **LANDSCAPE SHRUBBERY:** Contractor shall trim monthly and as needed.
- 12.08 **ANNUAL PLANTINGS:** Contractor shall remove and re-plant minimum 2 times per year the two planter boxes located at the clubhouse. The planter box on number one tee measuring roughly 4.5 ft. by 35.5 ft. (160 S.F.) and the planter box to the left

of the building along the restroom walkway measuring roughly 8 ft. by 34 ft. (272 S.F.).

- 12.09 DRIVING RANGE:** Contractor shall cut grass weekly and fertilize and aerate the same as fairways.
- 12.10 WEED CONTROL (NON-SELECTIVE):** Contractor shall use mechanical method of trimming or removing undesirable vegetation in tree wells, perimeter and interior fence lines, barriers, railroad ties, delineators, and along edges of golf play areas that are along the creek or associated native planting areas.
- 12.11 LITTER:** Contractor shall remove daily.
- 12.12 TRASH AND DEBRIS (FROM MAINTENANCE):** Contractor shall remove as it occurs and dispose of it in a safe and legal manner.
- 12.13 SOIL, WATER SAMPLES:** Contractor shall take samples annually or more often if unusual growth habits develop.
- 12.14 RODENT CONTROL:** Contractor shall begin immediate eradication action following local, state and federal guidelines when gopher or ground squirrel activity occurs. Contractor is not allowed to use rodenticides nor any chemicals to control rodents. Acceptable methods may include carbon dioxide use, trapping, exclusion, or burrow sealing/removal, or using other techniques as acceptable to City.
- 12.15 SAND TRAPS:** Complete renovation of any sand trap is not included in this maintenance project. Contractor shall rake daily. Contractor shall keep sand at 4 inches in depth minimum and keep clean of all weeds. When using power rake, stay about one foot from edge of trap. When hand-raking edge of trap, put sand inward on low side and pull outward on high side. Contractor to edge traps monthly and as needed. Do not drag sand out of trap when exiting trap with power rake.
- 12.16 TREES:** Any tree removal or tree replacement must be approved by the City and any expenditures incurred will be outside the standard scope of work. Contractor shall keep all trees trimmed at least 6 feet from the ground to prevent damage to golf cart tops and maintenance equipment, except for trees and shrubs along the creek which shall only be trimmed as acceptable to the City Naturalist. Contractor shall maintain trees in a safe, healthy, and aesthetically pleasing condition at all times. Contractor shall mow, weed and/or mulch tree wells as needed. Contractors shall immediately remove any broken tree limbs. Downed brush shall be removed as soon as possible. All trimmings or debris shall be removed from the course, unless they are chipped, and used for mulch on site. Contractor shall not be responsible for removal of dead or fallen trees; such removal shall be at the City's expense unless it is determined that the condition was caused by the Contractor's negligence.
- 12.17 USGA GREEN SECTION VISIT:** Contractor shall have a USGA staff agronomist visit the course yearly on the following schedule: first year in the spring, second year in the summer, third year in the fall, no winter visits. Contractor shall act on all appropriate recommendations that result from these visits.
- 12.18 LEAF PICKUP:** Contractor shall remove leaves daily or as necessary.
- 12.19 VANDALISM/GRAFFITI:** Contractor shall correct vandalism immediately and remove graffiti within 24 hours.

14. OTHER AREAS

- 14.01 TEE MARKERS:** Contractor shall have two sets each hole. Missing or broken markers shall be replaced immediately.
- 14.02 BENCHES/TEE SIGNS:** Contractor shall immediately remove any damaged bench, and notify supervisor so that City can replace it. Any damaged tee sign shall be removed as soon as possible, and notify supervisor so that City can replace it.
- 14.03 YARD MARKERS:** Contractor shall replace as needed any yard markers.
- 14.04 GREENS FLAGS, POLE, CUPS:** Contractor shall replace flags, poles and cups when they are discolored, frayed or damaged in any way.
- 14.05 BALL WASHERS:** Contractor shall check for water/soap daily. Contractor shall replace tee towels monthly or more often if towel is frayed, discolored, or aesthetically unpleasing.
- 14.06 SAND TRAP RAKES:** Contractor shall keep two rakes per trap or more as needed, and replace any missing or broken rake immediately.
- 14.07 OUT-OF-BOUNDS/HAZARD STAKES:** Contractor shall replace white out-of-bounds stakes immediately if missing or broken.
- 14.08 OVERSEEDING:** Contractor shall spot-overseed with Perennial Rye when needed.
- 14.09 PONDS:** Contractor shall keep the ponds free from algae and excessive growth of plant material.
- 14.10 BRIDGE:** Contractor shall inspect bridge daily for safe conditions and repair structures immediately when necessary.
- 14.11 FOOT GOLF:** Contractor shall maintain 9 hole foot golf course, with all tee markers, holes, cups, flagpoles, and flags. Edging around the cups shall be done weekly.

15. IRRIGATION

- 15.01 SCOPE:** Irrigation system shall be maintained in a manner to provide proper watering. Any major irrigation system repairs or improvements are not included in this maintenance project.
- 15.02 MAINTENANCE:** Contractor shall maintain system, including lateral lines, sprinkler heads, and controllers in good operating repair, functioning properly, and conforming to related laws, codes and regulations. No valves or water main repairs are included in this maintenance project. Contractor shall notify the City immediately when valve or water main repairs are necessary for proper operation.
- 15.03 FREQUENCY:** Contractor is to irrigate as required to maintain adequate moisture for growth rate and appearance. Contractor is to hand-water as needed any and all portions of the course that do not receive adequate water from the irrigation system.
- 15.04 TESTING FOR ADEQUATE SOIL MOISTURE:** Contractor shall determine by visual observation, plant resiliency, turgidity, examining cores removed by soil probe, and moisture sensor devices.
- 15.05 WATER CONSERVATION:** Irrigation controllers shall be programmed to maintain course appearance and health of vegetation while maximizing water conservation.

- 15.06 WIND PROBLEMS:** In areas where wind creates problems of spraying onto private property or road rights of way, operation shall occur during period of lowest wind velocity.
- 15.07 MONITORING:** Contractor shall make corrections for coverage, adjustment, clogging of lines, and removal of obstacles, tilting of heads, and management of plant materials that obstruct the spray as they occur.
- 15.08 SYSTEM CHECK:** Contractor shall check the system daily during months of operation.
- 15.09 PUMPING PLANT:** Pumping plant shall be maintained the City.
- 15.10 WATER COST:** Water costs shall be paid for by the City.

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

LIMITS

Worker's Compensation
& Employers' Liability

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

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

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

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

Combined single limit of \$1.0 million per occurrence.

Professional Turf Management
(Contractor's Name)

By: Michael Basch

Dated: 12/14 2015



CUPERTINO

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: _____

Address: _____

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

WORKER'S COMPENSATION	* Statutory Min.		
	* Employer's Liability		

(name of insurer)			
	\$ _____	\$ _____	\$ _____

Insurance Company's State License No. _____

Check Policy Type: Each Occurrence \$ _____

COMPREHENSIVE GENERAL LIABILITY

Premises/Operations General Aggregate (if applicable) \$ _____

Owners & Contractors Protective Aggregate \$ _____

Contractual for Specific Contract Personal Injury \$ _____

Products Liability

XCU Hazards

Broad Form P.D. Fire Damage (any one fire) \$ _____

Severability of Interest Clause

Personal Injury with Employee Exclusion Removed (any one person) \$ _____

or Self-Insured Retention \$ _____

COMMERCIAL GENERAL LIABILITY

_____ (name of insurer)

Policy No. _____

Expiration Date _____



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

LIMITS

Worker's Compensation
& Employers' Liability

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

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

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

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

Combined single limit of \$1.0 million per occurrence.

Professional Tort Management
(Contractor's Name)

By:

Michael Banti

Dated:

Dec 18

2015

CITY OF



CUPERTINO

CERTIFICATE OF INSURANCE TO THE CITY OF CUPERTINO

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

Insured: Professional Turf Management
 Address: P.O. Box 700142
San Jose, CA 95170

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

Blackberry Farm Golf course maintenance

WORKER'S COMPENSATION * Statutory Min.
Atlas General Insurance * Employer's
Republic Underwriters Ins. Liability
 (name of insurer)

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

Insurance Company's State License No. 24538

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 type="checkbox"/> Owners & Contractors Protective	Aggregate	\$ _____
<input type="checkbox"/> Contractual for Specific Contract	Personal Injury	\$ <u>1,000,000</u>
<input checked="" type="checkbox"/> Products Liability		
<input type="checkbox"/> XCU Hazards		
<input type="checkbox"/> Broad Form P.D.	Fire Damage (any one fire)	\$ <u>100,000</u>
<input type="checkbox"/> Severability of Interest Clause		
<input checked="" 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/a</u>

Scottsdale Insurance Company
 (name of insurer)

Policy No. CPS 2189797

Expiration Date 4-01-2016



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

Project Title and Number: Blackberry Farm Golf Course Maintenance 2016

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: CPS 2189797
- 3. Effective Date of this Endorsement: 12.18.15 2015
- 4. Insured: Professional Turf Management

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

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

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

Address: 511 Leasure Street Telephone: 925 243 0131
Livermore, CA 94551 Facsimile: 925 243 0132



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

Project Title and Number: Blackberry Farm Golf Course Maintenance 2016

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: CPS2189797
- 3. Effective Date of this Endorsement: 12.18 2015
- 4. Insured: Professional Turf Management
- 5. Additional Insured: City of Cupertino, its directors, officers, agents and employees.

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

I, Kelly J Volpatti (print/type name)

warrant that I have authority to bind the below listed Insurance Company and by my signature hereon do so bind this Company.

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

Names of Agent/Agency: Volpatti Insurance Services Title: Broker
 Address: 511 Leisure Street Telephone: 925 243 0131
Livermore, CA 94551 Facsimile: 925 243 0132

**VOLPATTI INSURANCE
SERVICES INC.
511 LEISURE STREET
LIVERMORE, CA 94551**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II - Who Is An Insured is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

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

in the performance of your ongoing operations for the additional insured.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

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

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

2. "Bodily injury" or "property damage" occurring after:

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

C. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement you have entered into with the additional insured; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/18/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER VOLPATTI INSURANCE SERVICES INC 511 Leisure Street Livermore, CA 94551 License#: 0E40809		CONTACT NAME: PHONE (A/C, No, Ext): (925) 243-0131 FAX (A/C, No): (925) 243-0132 E-MAIL ADDRESS: rick@volpatti.com	
INSURED Professional Turf Management, Inc. PO Box 700142 San Jose, CA 95170		INSURER(S) AFFORDING COVERAGE INSURER A: Scottsdale Insurance Company NAIC# 41297 Republic Underwriters Insurance Company 24538 INSURER B: California Capital Insurance Company 13544 INSURER C: INSURER D: INSURER E: INSURER F:	

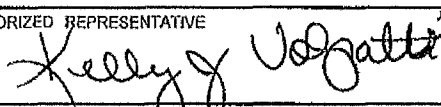
COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	Y		CPS2189797	04/01/2015	04/01/2016	EACH OCCURRENCE \$ 1,000,000
	<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 checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						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						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB						EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> Y	N/A	ATW 004386-01	04/01/15	04/01/16	<input checked="" type="checkbox"/> WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Commercial Inland Marine			3-MIA-1-026769	6/23/2015	6/23/2016	Contractors Equip. \$213,275 Deductible \$500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 The City of Cupertino, its directors, officers, agents, consultants and employees are named as additional insured in regard to General Liability and Primary/Non-Contributory wording is attached to this policy. Waiver of Subrogation in regard to workers compensation in favor of City of Cupertino.

The issuing insurer will endeavor to mail 30 days written notice of cancellation.

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, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	--



VEHICLE OR EQUIPMENT CERTIFICATE OF INSURANCE

DATE (MM/DD/YYYY)
12/14/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

This form is used to report coverages provided to a single specific vehicle or equipment. Do not use this form to report liability coverage provided to multiple vehicles under a single policy. Use ACORD 25 for that purpose.

PRODUCER State Farm JOE FRANGIEH 120 W CAMPBELL AVE STE A CAMPBELL, CA 95008	CONTACT NAME: Elana Rivera PHONE (A/C, No, Ext): 408-793-8303 FAX (A/C, No): 408-793-8304 E-MAIL ADDRESS: elana.rivera.fhvp@statefarm.com PRODUCER CUSTOMER ID #:
	INSURER(S) AFFORDING COVERAGE NAIC # INSURER A: Slate Farm Mutual Automobile Insurance Company 25178 INSURER B: INSURER C: INSURER D: INSURER E:

DESCRIPTION OF VEHICLE OR EQUIPMENT					
YEAR	MAKE / MANUFACTURER	MODEL	BODY TYPE	VEHICLE IDENTIFICATION NUMBER	
2012	Ford	F150	Pickup	1FTFW1CF7CFB95742	
DESCRIPTION			SERIAL NUMBER		

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICY(IES) OF INSURANCE LISTED BELOW HAS/HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD(S) 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 POLICY(IES) DESCRIBED HEREIN IS/ARE SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICY(IES).

INSR LTR	ADDL INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A		<input checked="" type="checkbox"/> VEHICLE LIABILITY	273 4810-A07-05A	01/07/2016	07/07/2016	COMBINED SINGLE LIMIT	\$
						BODILY INJURY (Per person)	\$ 1,000,000
						BODILY INJURY (Per-accident)	\$ 1,000,000
						PROPERTY DAMAGE	\$ 1,000,000
		<input type="checkbox"/> GENERAL LIABILITY				EACH OCCURRENCE	\$
		<input type="checkbox"/> OCCURRENCE				GENERAL AGGREGATE	\$
		<input type="checkbox"/> CLAIMS MADE				MEDICAL PMNTS	\$ 10,000

INSR LTR	LOSS PAYEE	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS / DEDUCTIBLE	
G		<input checked="" type="checkbox"/> VEH COLLISION LOSS	273 4810-A07-05A	01/07/2016	07/07/2016	<input checked="" type="checkbox"/> ACV <input type="checkbox"/> AGREED AMT	\$ LIMIT
						<input type="checkbox"/> <input type="checkbox"/> STATED AMT	\$ 500 DED
D		<input checked="" type="checkbox"/> VEH COMP <input type="checkbox"/> VEH OTC	273 4810-A07-05A	01/07/2016	07/07/2016	<input checked="" type="checkbox"/> ACV <input type="checkbox"/> AGREED AMT	\$ LIMIT
						<input type="checkbox"/> <input type="checkbox"/> STATED AMT	\$ 250 DED
		<input type="checkbox"/> PROPERTY				<input type="checkbox"/> ACV <input type="checkbox"/> AGREED AMT	\$ LIMIT
		<input type="checkbox"/> BASIC <input type="checkbox"/> BROAD				<input type="checkbox"/> RC <input type="checkbox"/> STATED AMT	\$ DED
		<input type="checkbox"/> SPECIAL				<input type="checkbox"/>	

REMARKS (INCLUDING SPECIAL CONDITIONS / OTHER COVERAGES) (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

ADDITIONAL INTEREST Select one of the following: <input type="checkbox"/> The additional interest described below has been added to the policy(ies) listed herein by policy number(s). <input type="checkbox"/> A request has been submitted to add the additional interest described below to the policy(ies) listed herein by policy number(s).	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
VEHICLE / EQUIPMENT INTEREST: <input type="checkbox"/> LEASED <input type="checkbox"/> FINANCED	DESCRIPTION OF THE ADDITIONAL INTEREST <input type="checkbox"/> ADDITIONAL INSURED <input type="checkbox"/> LOSS PAYEE <input type="checkbox"/> LENDER'S LOSS PAYEE
NAME AND ADDRESS OF ADDITIONAL INTEREST	LOAN / LEASE NUMBER
AUTHORIZED REPRESENTATIVE Camille Cowley <small>Digitally signed by Camille Cowley DN: cn=Camille Cowley, o=State Farm Insurance, ou, email=camille.cowley@statefarm.com, c=US Date: 2015.12.14 15:05:51 -0500</small>	



VEHICLE OR EQUIPMENT CERTIFICATE OF INSURANCE

DATE (MM/DD/YYYY)
12/14/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

This form is used to report coverages provided to a single specific vehicle or equipment. Do not use this form to report liability coverage provided to multiple vehicles under a single policy. Use ACORD 25 for that purpose.

PRODUCER State Farm JOE FRANGIEH 120 W CAMPBELL AVE STE A CAMPBELL, CA 95008	CONTACT NAME: Elana Rivera PHONE (A/C, No, Ext): 408-793-8303 FAX (A/C, No): 408-793-8304 E-MAIL ADDRESS: elana.rivera.frvp@statefarm.com PRODUCER CUSTOMER ID #:
	INSURER(S) AFFORDING COVERAGE
INSURED Basile, Michael DBA Professional Turf MGT 1310 Saddle Rack St Apt 302 San Jose, CA 95126	INSURER A: State Farm Mutual Automobile Insurance Company NAIC # 25178 INSURER B: INSURER C: INSURER D: INSURER E:

DESCRIPTION OF VEHICLE OR EQUIPMENT				
YEAR	MAKE / MANUFACTURER	MODEL	BODY TYPE	VEHICLE IDENTIFICATION NUMBER
2013	Ford	Edge	Sport WG	2FMDK3JC1DBA83377
DESCRIPTION			SERIAL NUMBER	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICY(IES) OF INSURANCE LISTED BELOW HAS/HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD(S) 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 POLICY(IES) DESCRIBED HEREIN IS/ARE SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICY(IES).

INSR LTR	ADDL INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/>	VEHICLE LIABILITY	191 4357-D04-05G	10/04/2015	04/04/2016	COMBINED SINGLE LIMIT	\$ 1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE	\$
		GENERAL LIABILITY				EACH OCCURRENCE	\$
		<input type="checkbox"/> OCCURRENCE				GENERAL AGGREGATE	\$
		<input type="checkbox"/> CLAIMS MADE				MEDICAL PMNTS	\$ 10,000
INSR LTR	LOSS PAYEE	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS / DEDUCTIBLE	
G	<input checked="" type="checkbox"/>	VEH COLLISION LOSS	191 4357-D04-05G	10/04/2015	04/04/2016	<input checked="" type="checkbox"/> ACV <input type="checkbox"/> AGREED AMT	\$ LIMIT
						<input type="checkbox"/> <input type="checkbox"/> STATED AMT	\$ 500 DED
D	<input checked="" type="checkbox"/>	VEH COMP <input type="checkbox"/> VEH DTC	191 4357-D04-05G	10/04/2015	04/04/2016	<input checked="" type="checkbox"/> ACV <input type="checkbox"/> AGREED AMT	\$ LIMIT
						<input type="checkbox"/> <input type="checkbox"/> STATED AMT	\$ 250 DED
		PROPERTY				<input type="checkbox"/> ACV <input type="checkbox"/> AGREED AMT	\$ LIMIT
		<input type="checkbox"/> BASIC <input type="checkbox"/> BROAD				<input type="checkbox"/> RC <input type="checkbox"/> STATED AMT	\$ DED
		<input type="checkbox"/> SPECIAL				<input type="checkbox"/>	

REMARKS (INCLUDING SPECIAL CONDITIONS / OTHER COVERAGES) (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

ADDITIONAL INTEREST

Select one of the following:
 The additional interest described below has been added to the policy(ies) listed herein, by policy number(s).
 A request has been submitted to add the additional interest described below to the policy(ies) listed herein by policy number(s).

VEHICLE / EQUIPMENT INTEREST: LEASED FINANCED

NAME AND ADDRESS OF ADDITIONAL INTEREST

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

DESCRIPTION OF THE ADDITIONAL INTEREST

ADDITIONAL INSURED LOSS PAYEE

LENDER'S LOSS PAYEE

LOAN / LEASE NUMBER

AUTHORIZED REPRESENTATIVE
Camille Cowley
Digitally signed by Camille Cowley
 DN: cn=Camille Cowley, o=State Farm Insurance Co., email=camille.cowley@statefarm.com, c=US
 Date: 2015.12.14 15:28:31 -0800



WAIVER OF SUBROGATION ENDORSEMENT
WORKER'S COMPENSATION INSURANCE

Project Title and Number: Blackberry Farm Golf Course Maintenance 2016

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: Republic Underwriters Insurance Co.
- 2. Insurance Policy Number: ATW 0043 86 -01
- 3. Effective Date of this Endorsement: 4-1-2015 2015
- 4. Insured: Professional Turf Management

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

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

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

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

Address: 511 Leisure Street Telephone: 925 243 0131

Livermore, CA ~~94551~~ Facsimile: 925 243 0132
94551

**VOLPATTI INSURANCE
SERVICES INC.
511 LEISURE STREET
LIVERMORE, CA 94551**

END OF DOCUMENT

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT-CALIFORNIA

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 5% of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization	Job Description
The City of Cupertino; Blackberry Farm Golf Course 10300 Torre Ave Cupertino, CA 95014	22100 Stevens Creek Blvd. Cupertino, CA 95014 general maintenance on the golf course

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 04-01-2015
Insured
Professional Turf Management, Inc. (A Corp)

Policy No. ATW 004386-01
Insurance Company
Republic Underwriters Insurance Company

Endorsement No. 1

Countersigned By _____