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

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

RECITALS:

A. On 12/3/2015, Agreement 15-206 ("Original Agreement") was entered into by and between City and Contractor for Blackberry Farm Golf Course Maintenance and soil sample collection and testing.

B. On 6/22/2016, City and Contractor agreed to the First Amendment for Blackberry Farm Golf Course Maintenance and soil sample collection and testing.

C. On 6/14/2017, City and Contractor agreed to the Second Amendment for Blackberry Farm Golf Course Maintenance and soil sample collection and testing.

D. On 4/17/2018, City and Contractor agreed to the Third Amendment for Blackberry Farm Golf Course Maintenance and soil sample collection and testing.

E. On 5/16/2019, City and Contractor agreed to the Fourth Amendment for Blackberry Farm Golf Course Maintenance and soil sample collection and testing.

F. On 5/4/2020, City and Contractor agreed to the Fifth Amendment for Blackberry Farm Golf Course Maintenance and soil sample collection and testing.

G. The Original Agreement and the First, Second, Third, Fourth, and Fifth Amendments are collectively referred to as the "Agreement" unless otherwise indicated.

H. City and Contractor desire to modify the Agreement on the terms and conditions set forth herein.

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

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

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

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

3. COMPENSATION TO CONTRACTOR.

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

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

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

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

CONTRACTOR
By Michael Basch
Title Owner
Date 3/22/2021

CITY OF CUPERTINO
By Deb Feng
Title City Manager
Date Apr 29, 2021

APPROVED AS TO FORM
Heather M. Minner
City Attorney

ATTEST:
Kristen Squarcia
City Clerk
Date Apr 29, 2021

EXPENDITURE DISTRIBUTION

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

1339305.1

Exhibit 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 preforming 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 the County's Mandatory Directive for Construction Projects (attached hereto), as applicable.

Further, as long as required by the operative Health Order or Mandatory Directive for Construction Projects, 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. Social Distancing Protocol. Fill out and submit the newest version of the Social Distancing Protocol to the County, using the County's online form available at https://www.sccgov.org/sites/covid19/Pages/social-distancing-protocol.aspx.

3. 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.*

4. Signage/Posters. As required, post or distribute (1) the most updated version of the COVID-19 PREPARED Sign, and (2) a Social Distancing Protocol Visitor Information Sheet.

5. Face Coverings. Everyone at a job site must wear a face covering at all time, except children under the age of 2, people who are medically prevented from wearing a face covering, and for communication by or with people who are hearing impaired.

6. 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.

7. 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.

8. 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.

9. 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.

10. 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.

11. 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.

12. 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 the Mandatory Directive for Construction Projects, Contractor must provide to the City the name and contact information for its designated site-specific COVID-19 supervisor(s).

E. Oversight. In other 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

Santa Clara County Mandatory Directive for Construction Projects

1228578.5

Santa Clara County
PUBLIC HEALTH

MANDATORY DIRECTIVE:

Construction Projects

Effective July 13, 2020

sccgov.org/coronavirus

Issued: July 7, 2020

County of Santa Clara
Public Health Department

Health Officer
976 Lenzen Avenue, 2nd Floor
San José, CA 95126
408.792.5040

MANDATORY DIRECTIVE FOR CONSTRUCTION PROJECTS

Please confirm that your facility and/or construction project jobsite may open under the State Order. Where there is a difference between the local County Order and the State Order, the more restrictive order must be followed. The State also has specific guidance for certain facilities that must be followed in addition to this mandatory directive.

Issued: July 7, 2020

Information on the State's Order and State guidance is available at covid19.ca.gov.

While the construction industry is critical to ensuring a safe and sufficient supply of residential and commercial space, construction work can also pose significant risks to public health due to the COVID-19 pandemic. Because construction projects typically involve many workers actively working on a jobsite at the same time, often in close proximity to one another or sharing equipment, businesses and individuals performing and overseeing construction projects must take extra precautions to reduce the risk of COVID-19 transmission for workers, visitors, and others. **This Directive applies to all construction projects, but the restrictions vary by the size of the project, as specified below.**

"Construction project" means any work (including a public works project) carried out in connection with the construction, alteration, conversion, fitting-out, remodel, renovation, refurbishment, demolition, decommissioning, or dismantling of a building or other structure; the preparation of a physical site for any such activity; and education or training at which any such activity is taught through onsite practice or experience. "Construction project" does not include architectural, design, financial, or administrative work related to a construction project, unless that work occurs at the construction jobsite. "Construction project" also does not include basic repair or maintenance work, which means a repair or maintenance job that requires no more than 2 workers and no more than 2 days <u>and</u> that is not architecturally, financially, or administratively associated with an active construction project.

This Directive explains how construction projects may operate. This Directive is mandatory, and failure to follow it is a violation of the Health Officer's Order issued on July 2, 2020 ("Order"). Construction projects must comply with the Order and all requirements of this Directive.

Board of Supervisors: Mike Wasserman, Cindy Chavez, Dave Cortese, Susan Ellenberg, S. Joseph Simitian
County Executive: Jeffrey V. Smith

The Order Issued July 2

The Order imposes several restrictions on all businesses and activities to ensure that the County stays as safe as possible, including but not limited to the following:

The Social Distancing Protocol: All businesses must fill out and submit the newest version of the Social Distancing Protocol to the County using the online form, available here. The Protocol is submitted under penalty of perjury, meaning that everything written on the form must be truthful and accurate to the best of the signer's knowledge, and submitting false information is a crime. The Protocol must be distributed to all workers, and it must be accessible to all officials who are enforcing the Order. Businesses are responsible for ensuring that workers understand and are trained on Protocol requirements in a language that they understand. For any business that only performs services for dispersed facilities or worksites that the business does not own or operate, the business must complete a Social Distancing Protocol for its operation as a whole. For any business that has a facility, but also provides services at dispersed facilities or worksites that the business does not own or operate, the business must complete a Social Distancing Protocol for its own facility and provide that Protocol to the owners or operators of any facility where it operates.

- ➢ Example: A construction company serves as a subcontractor on various jobsites throughout the County and also operates a base facility within the County, where it maintains its vehicles and equipment. The subcontractor must complete a Social Distancing Protocol for its base facility. It must also distribute the Protocol to the owners or operators of the jobsites to which it sends its workers. The subcontractor's workers must be given a copy of, be trained on, and comply with the measures in both the subcontractor's Social Distancing Protocol and the Social Distancing Protocol for any jobsite at which they are performing work.

- **Signage:** All businesses must print (1) an updated COVID-19 PREPARED Sign and (2) a Social Distancing Protocol Visitor Information Sheet, and both must be posted prominently at all facility entrances. These are available for printing after submission of the Social Distancing Protocol online.

  - ➢ Businesses do not need to post these documents if they do not have their own facility or worksite and *only* perform services for dispersed facilities or worksites that the business does not own or operate.

- **Face Coverings:** Everyone at a business facility or worksite must wear a face covering at all times (except very young children, people for whom face coverings are medically inadvisable, or for communication by or with people who are hearing impaired). **Face coverings must be worn even while working at a construction project.** Workers do not need to wear face covering if it would create a risk to the person related to their work, in accordance with local, state, or federal workplace safety guidelines.

- **Density Limitation:** All businesses must limit the number of people who may be inside the facility at the same time. For staff members, the limit is 1 person per 250 gross square feet of indoor facility space (this means total space, including areas open only to staff like storage rooms). For members of the public, the limit is 1 person per 150 square feet of space open to the public. The density requirements tell businesses how many people (staff or clients) they can let inside the facility before another person leaves. Children under 12 who are accompanying a parent or guardian do not count against the limit, but everyone age 12 and over does. **This Directive describes a limited exception to the density limitation applicable only to construction project jobsites.**

See the Order and the FAQ page for more details.

In addition to these general requirements applicable to all businesses under the Order, construction projects must comply with the following directives.

Construction Projects on Own Residence Exempted

This Directive does not apply to construction projects where a person is performing construction on their current residence alone or solely with members of their own household.

Rules for Single-Worker Construction Projects

This section lists the requirements for construction projects performed by only 1 worker, such as someone who is working alone on a kitchen remodel project. This section for single-worker projects does not apply to construction projects that involve multiple workers, even if only 1 worker is at the jobsite at any time; those projects must follow the Rules For All Construction Projects, which are listed in the next section.

a. If the worker is working for a business, the worker must comply with the Social Distancing Protocol of that business.

b. The worker must maintain 6 feet of social distance from all other people at all times, including when entering and leaving the work area or building.

c. The worker must use and properly wear face coverings. In addition, the worker must wear other personal protective equipment (PPE) appropriate for use in construction, including gloves, goggles, and/or face shields.

d. To the extent possible, the worker must seal off the work area so that there is a barrier between the worker and any other people in the building. For example, a worker performing construction in the hallway of a residence must install a barrier (such as plastic sheeting) between the area where the worker is working and the rest of the hallway.

e. The worker must frequently wash hands with soap and water for at least 20 seconds or use hand sanitizer with at least 60% alcohol.

f. The worker must not work or come to the jobsite if the worker has a fever, cough, or any other COVID-19 symptoms.

g. The worker must maintain records of the dates and times the worker was at the jobsite and must make those records immediately available upon request to any County official.

h. If the worker tests positive for COVID-19, the worker must notify the County Public Health Department within 4 hours of learning of the positive result by following the instructions at www.sccsafeworkplace.org.

Rules for All Construction Projects (Except Single-Worker Construction Projects)

This section lists requirements for all construction projects (other than single-worker construction projects).

Note: Large Construction Projects must also follow additional requirements, which are described beginning on page 9.

1. Responsibilities of the General Contractor and Subcontractors

a. The business with the responsibility to oversee a construction project, described in this Directive as the "General Contractor," must complete and submit a Social Distancing Protocol specific to the construction project jobsite. (The General Contractor may also need to submit social distancing protocols for its base facility or for other jobsites subject to this Directive.)

b. The General Contractor is responsible for ensuring that all work and operations at the construction jobsite is performed in compliance with the Order, this Directive, and the jobsite-specific Social Distancing Protocol.

c. The General Contractor must train its workers to comply with the Order, this Directive, and the jobsite-specific Social Distancing Protocol.

d. Subcontractors do not need to submit their own jobsite-specific Social Distancing Protocols for the same site, but the General Contractor must not allow any subcontractor onto the jobsite unless that subcontractor has given the General Contractor a signed certification that:

i. the subcontractor has reviewed the Order and this Directive and will comply with them;

ii. the subcontractor has reviewed the General Contractor's jobsite-specific Social Distancing Protocol and trained its workers on that Protocol; and

iii. the subcontractor has completed and submitted its own Social Distancing Protocol covering its operations, and has provided a copy of that Protocol to the General Contractor.

2. *General Contractors and Subcontractors Must Report COVID-19 Positive Cases*

a. Whenever the General Contractor learns that a person who has tested positive for COVID-19 was at the jobsite within 48 hours of the date they were tested or within 48 hours of becoming symptomatic, the General Contractor must immediately implement the jobsite-specific Social Distancing Protocol's procedures for when a person tests positive for COVID-19. All positive cases must be reported by following the instructions at www.sccsafeworkplace.org.

b. All subcontractors must immediately (within 1 hour, regardless of the time of day) alert the General Contractor as soon as they learn that an employee has tested positive who is currently at the jobsite, or who was at the jobsite within 48 hours of the date they were tested or within 48 hours of becoming symptomatic. This reporting requirement is in addition to the subcontractor's own reporting requirements under the Order and the procedures in the subcontractor's Social Distancing Protocol.

3. *Cleaning After Positive Case Identified*

Upon learning of a confirmed positive case at the jobsite within the last 48 hours, any location where the infected worker was known to have been present must be immediately closed and sanitized. Work in these locations must cease until sanitization is complete.

4. *General Contractor is Responsible for Ensuring the Jobsite is Operated Safely Following All Legal Requirements*

a. The General Contractor must ensure that everyone at the jobsite—including its own workers, the subcontractors' workers, and visitors—complies with the Order, this Directive, the jobsite-specific Social Distancing Protocol, and any other laws and regulations that apply to the work (for example, OSHA and Cal-OSHA requirements). If there is a conflict in what different laws require, the strictest standard applies.

b. The General Contractor's responsibility for ensuring jobsite compliance under this paragraph 4 does not, however, relieve any subcontractors of their own responsibilities under the Order, their Social Distancing Protocol, this Directive, and all other applicable laws and regulations.

c. Any worker, or any subcontractor, may file a complaint that the General Contractor has not complied with the Order, this Directive, or the jobsite-specific Social Distancing Protocol, or that the General Contractor has failed to require others to comply. Complaints may be filed through the County Office of Labor Standards Enforcement Advice Line (866-870-7725) or website (www.sccfairworkplace.org).

5. *Designated COVID-19 Supervisor(s)*

a. The General Contractor must designate a site-specific COVID-19 Supervisor or Supervisors to enforce the jobsite-specific Social Distancing Protocol and this Directive. The designated COVID-19 Supervisor(s) must be present at the jobsite at all times during construction activities. The COVID-19 Supervisor may be an on-site worker who is designated to serve in this role. The General Contractor must prominently post a sign at all entrances to the jobsite clearly identifying the COVID-19 Supervisor(s) by name and providing their phone number and email address.

b. The designated COVID-19 Supervisor(s) must review this Directive and the jobsite-specific Social Distancing Protocol with all workers and other persons at the jobsite. The General Contractor is responsible for making sure this occurs.

c. The COVID-19 Supervisor must monitor and ensure implementation at the jobsite of all requirements in this Directive, the jobsite-specific Social Distancing Protocol, and the Order.

6. *Seal Off Area of Construction Project from Other Parts of Occupied Sites*

Where construction work occurs within an occupied residential or commercial building, all of the following rules apply:

a. Work areas must, to the extent feasible, be sealed off from the remainder of the building (and from the remainder of the unit, if work is performed within a residential unit) with physical barriers such as plastic sheeting or closed doors sealed with tape.

b. If possible, workers must access the work area from entry/exit door(s) different from the entry/exit door(s) used by residents or occupants accessing the remainder of the building that is not under construction.

c. Available windows and/or doors must be used to ventilate the work area during the workday and any other times work is performed.

d. If residents or occupants 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.

e. Every effort must be taken to minimize contact between workers and residents or occupants, including maintaining a minimum of at least 6 feet of social distancing at all times.

7. *Personal Protective Equipment (PPE)*

The General Contractor must obtain, provide at no cost to workers, and require that all workers use personal protective equipment (PPE) appropriate for use in construction, including gloves, goggles, face shields, and face coverings as appropriate for the activity being performed. Face coverings must be worn in compliance with the State's mandatory Guidance for the Use of Face Coverings and any additional directives issued by the County Health Officer. At no time may medical-grade PPE be used at a construction site unless it is required due to the medical nature of the jobsite or local, state, or federal workplace safety requirements.

8. *Social Distancing, Sanitizing, and other Measures*

a. The General Contractor must:

i. Ensure compliance at the jobsite with the Order's density limitations except to the extremely limited extent a higher density is temporarily necessary to safely carry out a specific job function.

1. The density limitations apply to all indoor areas where construction work is actively being performed. Density limitations do not apply to staging areas or lay-down areas that are separate from the area where construction work is actively being performed.

ii. Stagger shifts, breaks, and trade-specific work as necessary to reduce density and allow for easy maintenance of minimum 6-foot distancing. Staggered shifts and breaks must comply with applicable wage and hour laws.

1. All persons must maintain minimum 6-foot distancing except to the extremely limited extent shorter distances are temporarily necessary to safely carry out a specific job function.

iii. Eliminate or resolve "choke points" and "high-risk areas" where workers are unable to maintain 6-foot social distancing. The General Contractor must prohibit or limit use of these areas to ensure that 6-foot distance can easily be maintained between individuals.

iv. If possible, ensure workers eat their meals and take their breaks outdoors, and maintain social distancing during meals and breaks.

v. Prohibit gatherings of any size on the jobsite (except for meetings required by this Directive), including gatherings for breaks or eating. Sharing of any food or beverage is strictly prohibited.

vi. Cal-OSHA requires employers to provide water. Water must be provided in single-serve containers.

vii. Prohibit use of microwaves, water coolers, and other similar shared equipment.

b. Workers must:

i. Unless strictly necessary to carry out a job function, maintain at all times at least 6-foot social distancing from fellow workers and all site visitors, including delivery workers, design professionals and other project consultants, government agency representatives (including building and fire inspectors), and residents at residential construction sites.

ii. Not carpool to and from the jobsite except with others living within the same household unit, or if necessary because they have no alternative means of transportation. If workers from different households must carpool, they must wear face coverings while riding together in the same vehicle, sit at the greatest distance possible, and maintain ventilation by keeping windows open as feasible.

9. Notice for Workers and Visitors of Required Practices

The General Contractor must prominently post a notice at all entrances to the jobsite visible to all workers and visitors instructing workers and visitors to do the following:

a. Do not touch your face with unwashed hands or with gloves.

b. If equipment is shared, it must be fully sanitized before and after each use.

c. Wash your hands often with soap and water for at least 20 seconds each time, or use hand sanitizer with at least 60% alcohol.

d. Clean and disinfect objects and surfaces you touch often, such as work stations, keyboards, telephones, handrails, machines, shared tools, elevator control buttons, and doorknobs.

e. Cover your mouth and nose with a tissue or cloth when you cough or sneeze, or

cough or sneeze into your elbow/sleeve – never into your hands.

f. 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.

g. Constantly make sure you are staying at least 6 feet away from co-workers at all times, unless it is absolutely necessary to get closer to complete a task for the construction project.

h. Do not carpool to and from the jobsite with anyone except members of your own household, or if necessary because you have no alternative means of transportation. If you carpool with people from another household, you must wear a face covering while riding together in the same vehicle.

i. Do not share phones or PPE.

Posters conforming to this requirement are available for download at https://www.sccgov.org/sites/covid19/Pages/learn-what-to-do-flyers.aspx.

10. Cooperate with County's Case Investigation and Contact Tracing Efforts

The General Contractor must maintain a daily attendance log of all workers and visitors at the jobsite that includes contact information (including name, phone number, address, and email) and the date, time, and duration of each person's presence at the jobsite. If someone on the jobsite tests positive for COVID-19, the General Contractor is legally required to assist the County Public Health Department in any case investigation and contact tracing efforts.

11. Monitor and Inform Supervisors and Subcontractors of Revised Requirements

The General Contractor must regularly check for revisions to the Order, this Directive, relevant industry-specific guidance published by the California Department of Public Health, and other relevant rules or guidance. The General Contractor must inform all jobsite supervisors (including the designated COVID-19 Supervisor(s), all field supervisors, foremen, and safety directors) and all subcontractors of any revisions or additions to the requirements for construction projects.

Additional Rules for Large Construction Projects

This section describes additional requirements that apply only to Large Construction Projects.

12. What is a Large Construction Project?

A "Large Construction Project" is a construction project that meets any of the following

specifications:

a. For residential projects, any single-family, multi-family, senior, student, or other residential construction project consisting of 10 or more units; or

b. For commercial projects, any construction project consisting of 20,000 or more square feet of floor area; or

c. For mixed-use construction projects, any construction project that meets either of the specifications above in Subparagraphs (a) and (b); or

d. Any infrastructure project that requires 20 or more workers at the jobsite at any one time.

13. *COVID-19 Supervisor's Additional Compliance, Monitoring, and Remediation Responsibilities*

a. The designated COVID-19 Supervisor must:

i. Conduct daily briefings in person (with proper social distancing) or by teleconference that must cover the following topics:

1. New jobsite rules and pre-jobsite travel restrictions for the prevention of COVID-19 community spread.

2. Review of sanitizing and hygiene procedures.

3. Worker feedback on improving safety and sanitizing.

4. Coordination of construction site daily cleaning/sanitization requirements.

5. Any newly available information regarding COVID-19.

6. Emergency protocols in the event of an exposure or suspected exposure to COVID-19.

ii. Each day, verify and record verification that each jobsite is compliant with this Directive. The General Contractor must collect each written verification, store them for at least 1 year, and make them immediately available upon request to any County official.

iii. Conduct the following activities to make sure that the jobsite is ready to fix any violations of this Directive:

1. Develop a remediation plan;

2. If any non-compliance is identified, ensure that the remediation plan is implemented, and post the remediation plan at all entrances to the jobsite during the remediation period;

3. Stop any construction activity until the jobsite is back in compliance; and

4. Report repeated non-compliance with this Directive to the appropriate jobsite supervisors and the permitting agency for the local government where the project is located.

b. The General Contractor is responsible for making sure the designated COVID-19 Supervisor takes all of these steps.

14. Jobsite Safety Accountability Supervisor (JSAS)

The General Contractor must assign a COVID-19 Third-Party Jobsite Safety Accountability Supervisor (JSAS) for the jobsite. The JSAS may not be an employee of the General Contractor. The JSAS must at a minimum hold an OSHA-30 certificate and first-aid training, or equivalent credentials, from within the past 2 years. The JSAS must be trained in the requirements in this Directive and the jobsite-specific Social Distancing Protocol and must verify compliance with those requirements, including by visual inspection and random interviews with workers. The JSAS must inspect the jobsite as often as needed to ensure consistent compliance, but not less than once per week. The JSAS must inspect the jobsite during normal construction hours.

a. The General Contractor must prominently post a sign at all entrances to the jobsite visible to all workers and visitors that clearly identifies the JSAS for the jobsite by name and providing their phone number and email address.

b. Within 7 calendar days of each jobsite visit, the JSAS must complete a written assessment identifying any failure to comply with this Directive. The written assessment must be copied, stored, and, produced upon request to the County or local permitting agency.

c. If the JSAS discovers that a jobsite is not in compliance with this Directive and the jobsite-specific Social Distancing Protocol, the JSAS must work with the designated COVID-19 Supervisor to develop and implement a remediation plan.

d. The JSAS must coordinate with the designated COVID-19 Supervisor to prohibit continuation of any work activity not in compliance with this Directive or the jobsite-specific Social Distancing Protocol. The JSAS must make sure that the

work activity does not resume until the noncompliance is fixed and the continuing work is compliant with this Directive.

e. The remediation plan must be sent to the local permitting agency and a designated County official within 5 calendar days of the JSAS's discovery of the failure to comply.

15. Translation for Non-English-Speaking Workers

The General Contractor must translate (and, where otherwise required, post) all of the following documents as necessary to ensure that all non-English-speaking workers are able to understand the documents:

a. The Notice for Workers and Visitors of Required Practices described in Paragraph 9 (on page 8).

b. The remediation plan described in Paragraph 13.a.iii.1 (on page 11).

Stay Informed

For answers to frequently asked questions about this industry and other topics, please see the FAQ page. **Please note that this Directive may be updated**. For up-to-date information on the Health Officer Order, visit the County Public Health Department's website at www.sccgov.org/coronavirus.

EXHIBIT B-4
COMPENSATION

COMPENSATION

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

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

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

Exhibit B

Insurance Requirements for Recreation Contracts

As required by the Agreement, Contractor shall procure prior to commencement of Services and maintain the following insurance for the duration of the Agreement against claims arising from or in connection with Contractor, its agents, representatives, employees or subcontractors Services under this Agreement.

Minimum Scope and Limit of Insurance. Coverage shall be at least as broad as:

1. **Commercial General Liability** (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including property damage, bodily injury and personal & advertising injury with limits no less than **$1,000,000** per occurrence. If a general aggregate limit applies, it must apply separately to this project/location (CG 25 03 or 25 04) or be twice the required occurrence limit.

   a) It shall be a requirement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be made available to the Additional Insured and shall be (i) the minimum coverage/limits specified in this agreement; or (ii) the broader coverage and maximum limits of coverage of any insurance policy, whichever is greater.

   b) Additional Insured coverage under Consultant's policy shall be "primary and non-contributory," will not seek contribution from City's insurance/self-insurance, and shall be at least as broad as ISO Form CG 20 01 (04/13).

   c) The limits of insurance required may be satisfied by a combination of primary and umbrella or excess insurance, provided each policy complies with the requirements set forth in this Contract. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary basis for the benefit of City before the City's own insurance or self-insurance shall be called upon to protect City as a named insured. law

2. **Automobile Liability (select one):**

   ☒ ISO CA 0001 covering Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limits no less than **$1,000,000** per accident for bodily injury and property damage. (*Required if automobile is used to perform work under this contract.*)

   ☐ Proof of Contractor's personal auto insurance with limits required by state law. (*Contractor shall not transport or use its personal vehicle to transport participants or perform work under this contract.*)

   ☐ Automobile insurance is waived. (*Contractor shall never use a vehicle while working under this contract, other than to commute to and from the work site. Contractor shall not use a vehicle to travel between City sites, between classes, etc.*)

3. **Workers' Compensation:** As required by the State of California, with Statutory and Employer's Liability Insurance limits of no less than $1,000,000 per accident for bodily injury or disease.

   ☒ *Required if Contractor has employees.*

   ☐ *If no employees, Contractor must sign Affidavit of No Employees.*

4. **Sexual Abuse/Molestation:** Insurance or the equivalent as required for activities/services involving minors, (i.e., after school activities, recreational programs, athletics, study/training events and transportation of minors). Coverage may be included under General Liability or be obtained in a separate policy, such as Educators Legal Liability (ELL) policy, with a limit of no less than $1,000,000 per occurrence. If a general aggregate limit applies, it must apply separately to this contract or be twice the required occurrence limit.

   ☐ *Required if Contract involves services to children.*

Insurance coverage required may be satisfied by a combination of Primary and Excess/Umbrella insurance.

OTHER INSURANCE PROVISIONS
The aforementioned insurance shall be endorsed and have all the following conditions and provisions:

Additional Insured Status
The City of Cupertino, its City Council, officers, officials, employees, agents, servants and volunteers ("Additional Insureds") are to be covered as additional insureds on Consultant's CGL and automobile liability policies. General Liability coverage can be provided in the form of an endorsement to Consultant's insurance (at least as broad as ISO Form CG 20 10 (11/ 85) or both CG 20 10 and CG 20 37 forms, if later editions are used).

Primary Coverage
Coverage afforded to City/Additional Insureds shall be primary insurance. Any insurance or self-insurance maintained by City, its officers, officials, employees, or volunteers shall be excess of Consultant's insurance and shall not contribute to it.

Notice of Cancellation
Each insurance policy shall state that coverage shall not be canceled or allowed to expire, except with written notice to City 30 days in advance or 10 days in advance if due to non-payment of premiums.

Waiver of Subrogation
Consultant waives any right to subrogation against City/Additional Insureds for recovery of damages to the extent said losses are covered by the insurance policies required herein. Specifically, the Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of City for all work performed by Consultant, its employees, agents and subconsultants. This provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

Deductibles and Self-Insured Retentions
Any deductible or self-insured retention must be declared to and approved by the City. At City's option, either: the insurer must reduce or eliminate the deductible or self-insured retentions as respects the City/Additional Insureds; or Consultant must show proof of ability to pay losses and costs related investigations, claim administration and defense expenses. The policy shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the insured or the City.

Acceptability of Insurers
Insurers must be licensed to do business in California with an A.M. Best Rating of A-VII, or better.

Verification of Coverage
Consultant must furnish acceptable insurance certificates and mandatory endorsements (or copies of the policies effecting the coverage required by this Contract), and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements prior to commencement of the Contract. City retains the right to demand verification of compliance at any time during the Contract term.

Subconsultants
Consultant shall require and verify that all subconsultants maintain insurance that meet the requirements of this Contract, including naming the City as an additional insured on subconsultant's insurance policies.

Higher Insurance Limits
If Consultant maintains broader coverage and/or higher limits than the minimums shown above, City shall be entitled to coverage for the higher insurance limits maintained by Consultant.

Adequacy of Coverage
City reserves the right to modify these insurance requirements/coverages based on the nature of the risk, prior experience, insurer or other special circumstances, with not less than ninety (90) days prior written notice.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/13/2021

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 have ADDITIONAL INSURED provisions or 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	CONTACT NAME:	
VOLPATTI INSURANCE SERVICES INC 511 Leisure Street Livermore, CA 94551 OE40809	PHONE (A/C, No, Ext): (925) 243-0131	FAX (A/C, No): 925-290-1565
	E-MAIL ADDRESS: rick@volpatti.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Scottsdale Insurance Company	
INSURED Professional Turf Management, Inc. PO Box 700142 San Jose, CA 95170	INSURER B : Scottsdale Insurance Company	
	INSURER C : Technology Insurance Company	
	INSURER D : California Capital Insurance Company	
	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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y		CPS7342351	4/1/2021	4/1/2022	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
B	[ ] UMBRELLA LIAB [ ] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			XBS0139451	4/1/2021	4/1/2022	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) Y/N [Y] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	TWC3959520	4/1/2021	4/1/2022	[X] PER STATUTE [ ] OTH-ER	
							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	6/23/2020	6/23/2021	Contractors Equip. $224,082 Deductible $500	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached 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

Kelly J Volpatti

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SCOTTSDALE INSURANCE COMPANY®

ENDORSEMENT NO._____

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.
CPS7342351	04/01/2021	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.

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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 Golfcourse 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	4/1/2021	Policy No.	TWC3959520	Endorsement No.	0
Insured	Professional Turf Management, Inc. (A Corp)			Premium $	8,641
Insurance Company	Technology Insurance Company, Inc.				

Countersigned by _____

VEHICLE OR EQUIPMENT CERTIFICATE OF INSURANCE

DATE (MM/DD/YYYY) 03/12/2021

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

StateFarm 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 FAX (A/C, No): 408-793-8304
E-MAIL ADDRESS: CHRISTOPHER.LEE.PHOQ@STATEFARM.COM
PRODUCER CUSTOMER ID #:

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	25178
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	[X] VEHICLE LIABILITY	273 4810-A07-05E	01/07/2021	07/07/2022	COMBINED SINGLE LIMIT	$ 1,000,000
						BODILY INJURY (Per person)	$ 1,000,000
						BODILY INJURY (Per accident)	$ 1,000,000
						PROPERTY DAMAGE	$
		GENERAL LIABILITY				EACH OCCURENCE	$
		[ ] OCCURRENCE				GENERAL AGGREGATE	$
		[ ] CLAIMS MADE					$

INSR LTR	LOSS PAYEE	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS / DEDUCTIBLE		
		[X] VEH COLLISION LOSS				[x] ACV [ ] AGREED AMT	$	LIMIT
						[ ] [ ] STATED AMT	$ 250	DED
		[X] VEH COMP [ ] VEH OTC				[x] ACV [ ] AGREED AMT	$	LIMIT
						[ ] [ ] STATED AMT	$ 500	DED
		PROPERTY				[ ] ACV [ ] AGREED AMT	$	LIMIT
		[ ] BASIC [ ] BROAD				[ ] RC [ ] STATED AMT	$	DED
		[ ] SPECIAL [ ]				[ ]		
		[ ]						

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:

[X] 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

BLACKBERRY FARM GOLF COURSE
22100 STEVENS CREEK BLVD
CUPERTINO CA 95014-1037

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

[X] ADDITIONAL INSURED [ ] LOSS PAYEE
[ ] LENDER'S LOSS PAYEE [ ] PRIMARY WORDING APPLIES

LOAN / LEASE NUMBER

AUTHORIZED REPRESENTATIVE
CHRISTOPHER LEE

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Sixth Amendment to Blackberry Farm Golf Course Maintenance and Soil Sample Collection and Testing

Final Audit Report 2021-04-29

Created:	2021-04-26
By:	City of Cupertino (webmaster@cupertino.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAARZkn-eUPKMj3q1urbXYrWIjjtAQvI60A

"Sixth Amendment to Blackberry Farm Golf Course Maintenance and Soil Sample Collection and Testing" History

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Document e-signed by Kirsten Squarcia (kirstens@cupertino.org)

Signature Date: 2021-04-29 - 4:54:40 PM GMT - Time Source: server- IP address: 174.194.137.216

Agreement completed.

2021-04-29 - 4:54:40 PM GMT