

**AGREEMENT BETWEEN  
THE CITY OF SAN JOSE  
AND  
LIGHT, AIR, AND SPACE CONSTRUCTION  
FOR RIGHT-OF-ENTRY AND MAINTENANCE  
OF UNDEVELOPED CITY PARK PROPERTY ON THOUSAND OAKS DRIVE AND  
WELLINGTON SQUARE**

This Agreement for Right-of-Entry and Maintenance of the Undeveloped City Park Property on Thousand Oaks Drive and Wellington Square (“Agreement”) is entered into this 18th day of March, 2022, by the CITY OF SAN JOSE, a municipal corporation of the State of California (hereinafter “City”), and LIGHT, AIR, AND SPACE CONSTRUCTION (hereinafter (“Contractor”). Each of City and Contractor are sometimes hereinafter referred to as a “Party” and collectively as the “Parties.”

**RECITALS**

**WHEREAS**, the Contractor has voluntarily agreed to be responsible for the maintenance, repair and/or replacement of the Park Improvements as depicted in **Exhibit B and described in Exhibit C**; and

**WHEREAS**, the Parties desire to enter into this Agreement to set forth the roles and responsibilities of the Parties relating to the maintenance of the Park Improvements; and

**WHEREAS**, City’s Director of Parks, Recreation and Neighborhood Services (“PRNS Director”, including the PRNS Director’s designees) is charged with the administration of this Agreement;

**NOW, THEREFORE**, in consideration of the foregoing recitals and the mutual covenants contained in this Agreement and of other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

**SECTION 1. AGREEMENT DOCUMENTS.**

The documents forming this entire Agreement between City and Contractor shall consist of this Agreement including the following exhibits which are incorporated herein fully by reference:

- |           |  |
|-----------|--|
| Exhibit A | Overview Map of Project  |
| Exhibit B | Legal Description of Park Property and Park Property Site Plan     |
| Exhibit C | Scope of Services and Maintenance Specifications for Park Property |

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Exhibit D Insurance Requirements

In the event there are any discrepancies or inconsistencies between the provisions of this Agreement and any of the above-referenced documents, the provisions of this Agreement shall prevail.

**SECTION 2. TERM OF AGREEMENT.**

Subject to the provisions of this Section 2, and Sections 19 and 20 below of this Agreement, term of this Agreement shall be for one (1) year commencing upon execution and shall remain in effect until December 31, 2022. The City and the Contractor may extend the term of this Agreement for five (5) additional one-year periods upon agreement of Scope of Work and proof of necessary insurance requirements.

**SECTION 3. RIGHT-OF-ENTRY.**

Contractor, and its agents, employees, and contractors shall have a non-exclusive right to enter into, over, across, and upon the Park Property that is necessary for access, ingress, egress, and all activities related to the maintenance of the Park Improvements located within the Park Property during the Maintenance Term as set forth in Section 4 and **Exhibit C** of this Agreement.

**SECTION 4. DESCRIPTION AND SCHEDULE OF MAINTENANCE SERVICES.**

- A. Contractor shall, at Contractor's sole cost and expense, fully and timely perform and satisfy any and all terms, conditions, and obligations of this Agreement. Contractor shall, at Contractor's sole cost and expense, provide labor, supervision, supplies, materials, equipment, and any and all other tools and manpower necessary to maintain and/or repair the Park Property in accordance with this Agreement.
- B. Contractor shall be fully and solely responsible for all maintenance, including repair and/or replacement, of the Park Improvements located on the Park Property. Contractor shall provide any and all general maintenance of the Park Improvements as described in **Exhibit C** of this Agreement in order to maintain the life of the Park Improvements located within the Park Property as required by the PRNS Director. The maintenance described in **Exhibit C** of this Agreement is referred to as the "Maintenance Services". All Maintenance Services performed under this Agreement shall be subject to City review and approval.
- C. Contractor's Maintenance Services must be completed in accordance with the specifications set out in **Exhibit C** of this Agreement or as may be modified in writing by City.

- D. In the event of an imminently dangerous condition at the Park Property, City, at its sole discretion, shall retain all rights to take any corrective action City deems necessary to address the immediate health and safety concerns at the Park Property. City shall have the right to send Contractor an invoice for any such work required by City under this Section 4.D where the imminently dangerous condition at the Park Property was arising from or relating to Contractor's failure to perform and satisfy any Maintenance Services required under this Agreement. Any such invoice issued by City to Contractor shall be paid by Contractor to City within thirty (30) calendar days of date of issuance of the invoice.
- E. Contractor and/or its contractor, subcontractor, agent, or representative shall not store any equipment, materials, or supplies in, on, or upon the Park Property.
- F. Contractor agrees and acknowledges that the Park Property will be a public park, open to the public during the hours set by City (currently, sunrise until one hour after sunset) and that nothing herein gives Contractor the right to restrict or to exclude any person or entity from the Park Property. If Contractor believes that any area of the Park Property needs to be restricted or closed for public safety purposes to perform the Maintenance Services described herein, Contractor shall obtain City's prior written approval of any restriction on access and also obtain City's prior written approval of the method of providing notice to the public.
- G. Contractor's maintenance contractor(s)/facilities manager and City shall meet on a quarterly (every three months) basis at the Park Property to inspect the Park Property and review the Maintenance Services provided herein by Contractor.

**SECTION 5. INDEPENDENT CONTRACTOR.**

Contractor, in the performance of this Agreement, is an independent contractor. Contractor shall maintain complete control over all of its employees, agents, subcontractors, and representatives in the performance of this Agreement. Neither Contractor nor any person retained by Contractor may represent, act, or purport to act as the agent, representative, or employee of City. Neither Contractor nor City is granted any right or authority to assume or create any obligation on behalf of the other.

**SECTION 6. COMPLIANCE WITH LAWS.**

- A. Contractor shall comply with all applicable laws, ordinances, codes and regulations (collectively "laws") of the federal, state and local governments, including without limitation, any and all laws specified elsewhere in this Agreement.
- B. Without limiting the generality of the foregoing provision, all persons retained by Contractor to perform Maintenance Services required under this Agreement shall possess the requisite licenses and necessary permits to perform such Maintenance Services.

- C. Contractor shall comply with all City rules, regulations, and policies relating to park use, park hours, and special permitted park activities at the Park Property. Nothing herein shall give the Contractor authority to alter, revise, or otherwise restrict the public use of the Park Property.

**SECTION 7. PREVAILING WAGE.**

Maintenance services performed on City properties are subject to the payment of prevailing wage in accordance with applicable City Council policies. Resolution No. 76242 adopted by the City Council on May 22, 2012 provides for an exemption to the City's Prevailing Wage Requirement for maintenance services if the maintenance services are performed at no cost to the City and meets other criteria as set forth in the resolution. Contractor will not be required to pay prevailing wage for the maintenance of the Park Improvements located within the Park Property under this Agreement if Contractor meets all of the exemption criteria set forth in Resolution No. 76242, as may be amended.

**SECTION 8. PERSONNEL/IDENTIFICATION.**

- A. Any and all personnel employed or retained by Contractor in performance of this Agreement shall be qualified to perform the duties assigned to them by Contractor and shall be of good moral character. Contractor's personnel shall conduct themselves at all times in a courteous and businesslike manner.
- B. Contractor represents and warrants to City that any personnel retained by Contractor to perform Maintenance Services shall not have any criminal record for offenses related to the possession or use of controlled substances, sex offenses or any criminal offense involving violence.
- C. All personnel who perform Maintenance Services will wear clothing or a nametag, which bears the Contractor's name, or if an approved subcontractor, the clothing shall bear the subcontractor's name. The clothing worn by Contractor's personnel shall be appropriate for the work assigned and shall give Contractor's staff a neat and professional appearance. Contractor's vehicles shall have appropriate identification as approved by the PRNS Director. Contractor's vehicles will not be allowed on the Park Property without the appropriate parking permit displayed on the dashboard.

**SECTION 9. NONDISCRIMINATION.**

Contractor shall not discriminate, in any way, against any person on the basis of race, sex, color, age, religion, sexual orientation, actual or perceived gender identity, disability, ethnicity,

national origin, or any other protected class in connection with or related to the performance of this Agreement.

**SECTION 10. GIFTS.**

- A. Contractor acknowledges that Chapter 12.08 of the San José Municipal Code prohibits City's officers and designated employees from accepting gifts as defined in Chapter 12.08.
- B. Contractor agrees not to offer any City officer or designated employee any gift prohibited by Chapter 12.08.
- C. Contractor's offer or giving of any gift prohibited by Chapter 12.08 will constitute a material breach of this Agreement. In addition to any other remedies City may have in law or equity, City may terminate this Agreement for such breach as provided in Section 20 of this Agreement.

**SECTION 11. DISQUALIFICATION OF FORMER EMPLOYEES.**

Contractor is familiar with Chapter 12.10 of the San José Municipal Code ("Revolving Door Ordinance") relating to the disqualification of City's former officers and employees in matters which are connected with their former duties or official responsibilities. Contractor shall not utilize either directly or indirectly any officer, employee, or agent of Contractor to perform Maintenance Services under this Agreement, if in the performance of such Maintenance Services, the officer, employee, or agent would be in violation of the Revolving Door Ordinance.

**SECTION 12. TAXES AND CHARGES.**

Contractor shall be solely responsible for, and will pay, any excise taxes, fees, contributions, or charges applicable to the conduct of its business or which may be levied on the Maintenance Services hereunder.

**SECTION 13. CONFIDENTIAL INFORMATION.**

All City data, documents, discussions or other information developed or received by or for Contractor in performance of this Agreement are confidential and must not be disclosed to any person or entity except as authorized in writing by City, or as required by law ("Confidential Information"). Contractor, its respective agents, directors, officers, employees, consultants, contractors, and subcontractors shall hold the Confidential Information in strict confidence and not use on its own behalf or disclose such Confidential Information to any third party, unless required by law.

**SECTION 14. OWNERSHIP OF MATERIALS.**

All reports, documents or other materials developed or discovered by Contractor or any other person engaged directly or indirectly by Contractor to perform Maintenance Services are City's property without restriction or limitation upon their use by City.

**SECTION 15. ASSIGNABILITY.**

Contractor may not assign any rights, duties, or obligations under this Agreement without the prior written consent of City, provided, however, that the City acknowledges and agrees that the Contractor is authorized to hire appropriately qualified contractors and/or subcontractors to perform the Maintenance Services under this Agreement. Any attempt by Contractor to assign or transfer this Agreement in violation of this Section 15 of the Agreement will be voidable at City's sole discretion.

Any contractor and/or subcontractor retained by Contractor to perform and satisfy any terms, conditions or obligations under this Agreement shall receive a copy of this Agreement and be contractually required to comply with this Agreement. Contractor shall be responsible for all contractors or subcontractors retained by Contractor, or on its behalf, to perform any Maintenance Services under this Agreement.

**SECTION 16. ALTERATIONS.**

Contractor shall not make any improvements, alterations, additions, or changes to the Park Property or the improvements thereon other than performing the Maintenance Services as described in **Exhibit C**. Alterations which involve structural changes to the Park Property may be required to be approved in advance by City Council. Alterations which are non-structural changes to the Park Property may be approved by PRNS Director.

**SECTION 17. INDEMNIFICATION.**

- A. Contractor shall protect, defend, indemnify and hold harmless City, its officers, employees and agents against any claim, loss or liability arising out of or resulting in any way from work or performance under this Agreement due to the willful or negligent acts (active or passive) or omissions by Contractor's officers, employees, agents, subcontractors or any person or entity acting on behalf of Contractor. The acceptance of Maintenance Services hereunder by City shall not operate as a waiver of such right of indemnification.
- B. The provisions of this Section 17 shall survive expiration or sooner termination of this Agreement.

**SECTION 18. INSURANCE REQUIREMENTS.**

Contractor agrees that Contractor or its subcontractor shall have and maintain the policies set forth in the attached **Exhibit D**, entitled "Insurance Requirements." All policies, endorsements, certificates, and/or binders shall be subject to approval by the Director of

Finance or the Director's authorized designee ("Risk Manager") as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the Risk Manager. Contractor agrees to provide City with a copy of said policies, certificates and/or endorsements before any work commences under this Agreement.

**SECTION 19. TERMINATION.**

- A. Notwithstanding any other provision in this Agreement, City, at its sole discretion, may immediately terminate this Agreement, without cause, upon written notice of termination to Contractor. In addition, either Party may terminate this Park Maintenance Agreement upon written notice to the other in the event casualty or natural disaster damages or destroys any of the Park Improvements for which Contractor has maintenance responsibility under this Agreement.
- B. City's PRNS Director is authorized to terminate this Agreement on City's behalf under this Section 19 or Section 20 of this Agreement.
- C. In the event of termination, Contractor shall immediately deliver to City copies of all reports, documents, and other work performed by Contractor under this Agreement.

**SECTION 20. DEFAULT AND TERMINATION.**

- A. Each of the terms, conditions, or obligations under this Agreement shall be deemed material. If Contractor fails to perform any of the terms, conditions, or obligations under this Agreement, City may terminate this Agreement upon thirty (30) days advance written notice ("Notice Period") to Contractor, specifying Contractor's breach and providing Contractor with either the opportunity to cure the specified breach or the opportunity to commence to cure the specified breach within the Notice Period in those instances where the specified breach cannot reasonably be cured within the Notice Period. In the event Contractor fails to cure or to commence to cure the specified breach within the Notice Period, City may terminate this Agreement.
- B. The remedies under this Agreement are cumulative and are in addition to the rights available to the parties at law or in equity.

**SECTION 21. WAIVER.**

Contractor acknowledges and agrees that City's waiver of any breach or violation of any provision of this Agreement shall not be deemed to be a waiver of any other provision or a waiver of any subsequent breach or violation of the same or any other provision. City's acceptance of the performance of any of the Maintenance Services hereunder will not be a waiver of any provision of this Agreement.

**SECTION 22. GOVERNING LAW.**

This Agreement shall be construed -- and its performance enforced -- under California law.

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**SECTION 23. VENUE.**

In the event that suit is brought by either Party to this Agreement, the Parties agree that venue must be exclusively vested in the state courts of the County of Santa Clara, or if federal jurisdiction is appropriate, exclusively in the United States District Court, Northern District of California, San José, California.

**SECTION 24. NOTICES.**

All notices and other communications required or permitted to be given under this Agreement must be in writing and must be personally served, or mailed, postage prepaid via U.S. mail, or sent via courier service, addressed to the respective Parties as follows:

To City: City of San José  
Department of Parks, Recreation and  
Neighborhood Services  
200 East Santa Clara Street  
San José, CA 95113  
Attn: Parks Manager, Region 2  
(408) 501-6014

To Contractor: David Guthridge (Owner)  
Light, Air, Space Construction  
1707 Little Orchard St. Suite A  
San José, CA 95125  
[dguthridge@lightairandspace.com](mailto:dguthridge@lightairandspace.com)  
(408) 640-2899

Notice will be effective on the date personally delivered or if sent by courier service, on the date of receipt. If mailed, notice will be effective three (3) days after deposit in the mail. The Parties shall notify each other in writing of changes in either their respective addresses or their representatives subject to notification in accordance with the provisions of this Section 24.

**SECTION 25. COMMUNICATION WITH PARKS STAFF AND PARK CONCERNS.**

PRNS staff shall be notified immediately in the event that an incident relating to the Park Property (i) requiring the filing of a police report, (ii) resulting in the Park Property or related Park Improvements being in an unsafe condition, (iii) otherwise materially affecting the operation of the Park Property, or (iv) non-life threatening emergency should occur on, in or around the Park Property (collectively "Park Incidents"). Communication described in this Section 25 shall be in addition to notices described in Section 24 above. Contractor shall provide communication as follows:

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Life threatening emergencies, or crimes in progress.	Contact emergency services: 911
Park Incidents or non-life-threatening Park Property emergencies occurring on weekdays between the hours of 7 a.m. and 3 p.m.	Contact Parks Operation & Maintenance Supervisor: Office (408) 501-6014 – Region 2
Park Incidents or non-life-threatening Park Property emergencies occurring on weekdays between the hours of 3 p.m. and 7 a.m., on weekends, or on City holidays.	Contact Parks Standby Duty Supervisor: Cell (408) 406-7607
Public's comments, concerns	Refer public to 24-Hour Park Concerns Line: (408) 793-5510

**SECTION 26. FORCE MAJEURE.**

- A. "Force Majeure Event" shall be defined as any matter or condition beyond the reasonable control of a Party, including war, public emergency or calamity, fire, earthquake, extraordinary inclement weather, Acts of God, strikes, labor disturbances or actions, civil disturbances or riots, litigation brought by third parties against either City or Contractor or both, or any governmental order or law which causes an interruption in the performance of this Agreement or prevents timely delivery of materials or supplies.
- B. Should a Force Majeure Event prevent performance of this Agreement, in whole or in part, the Party affected by the Force Majeure Event shall be excused or performance under this Agreement shall be suspended to the extent commensurate with the Force Majeure Event; provided that the Party availing itself of this Section 26 shall notify the other Party within ten (10) days of the affected Party's knowledge of the commencement of the Force Majeure Event; and provided further that the time of suspension or excuse shall not extend beyond that reasonably necessitated by the Force Majeure Event.
- C. Notwithstanding the foregoing, the following shall not excuse or suspend performance under this Agreement:
  - 1. Performance under this Agreement shall not be suspended or excused for a Force Majeure Event if such event is not defined as a Force Majeure Event.

2. Negligence or failure of Contractor to perform its obligations under this Agreement shall not constitute a Force Majeure Event.
3. The inability of Contractor for any reason to have access to funds necessary to carry out its obligations under this Agreement or the termination of any contract by any subcontractor or for Contractor's default under such contract shall not constitute a Force Majeure Event.

## **SECTION 27. MISCELLANEOUS.**

- A. If any part of this Agreement is for any reason found to be unenforceable, all other parts nevertheless remain enforceable.
- B. Subject to the provisions of Section 15, this Agreement binds and inures to the benefit of the Parties and their respective successors, assigns and legal representatives.
- C. The headings of the sections of this Agreement are inserted for convenience only. They do not constitute part of this Agreement and are not to be used in its construction.
- D. Where this Agreement requires or permits City to act and no officer of the City is specified, City's Manager or the designated representative of City's Manager has the authority to act on City's behalf.
- E. This Agreement runs with the land and binds all persons and entities having or acquiring any right, title or interest in the Project, and their heirs, successors, assigns and anyone claiming any interest thereto. Each and all of the limitations, easements, obligations, covenants, conditions, and restrictions contained in this Agreement shall be deemed to be, and shall be construed as equitable servitudes, enforceable by any Party to this Agreement.
- F. This Agreement, including all Exhibits attached thereto, represents the entire understanding of the Parties as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may only be amended by formal written agreement executed by both Parties.
- G. Whenever required by the context of this Agreement, the singular includes the plural and the masculine includes the feminine and vice versa. This Agreement is not to be construed as if it had been prepared by one of the Parties, but rather as if all the Parties had prepared it.
- H. Whenever the term maintenance is used in this agreement, it shall also be interpreted to mean and include repair and/or replacement.

WITNESS THE EXECUTION HEREOF on the day and year first hereinabove written.

APPROVED AS TO FORM:



\_\_\_\_\_  
Aaron Yu  
Deputy City Attorney

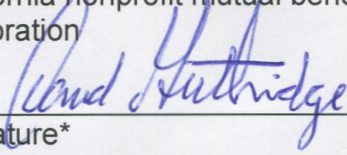
CITY OF SAN JOSE,  
a municipal corporation of the State of  
California

Sarah Zarate

\_\_\_\_\_  
Sarah Zarate, Director  
City Manager's Office

Date: 3/18/22

Light, Air, and Space Construction, a  
California nonprofit mutual benefit  
corporation



\_\_\_\_\_  
Signature\*

David Guthridge

\_\_\_\_\_  
Print Name

Owner

\_\_\_\_\_  
Title

Date: 2.25.2022

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**EXHIBIT B  
LEGAL DESCRIPTION OF PARK PROPERTY  
AND  
PARK SITE PLAN**



Thousand Oaks Park and Undeveloped Park Property  
On Thousand Oaks Drive and Wellington Square, San José, CA 95136

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## EXHIBIT C

### SCOPE OF SERVICES

#### 1. GENERAL INFORMATION

1.1 Maintenance of 850' trail, including repair of border and in-fill of decomposed granite when necessary;

1.2 Weed abatement – periodic mowing of weeds in open areas and around trees and saplings;

1.3 Removal of invasive plant species;

1.3 Structural pruning of saplings to encourage strong growth and promote restoration of the woodland;

1.4 General tree maintenance, including removal of diseased and/or dangerous limbs;

1.5 Maintenance of benches and signage.

#### 2. GENERAL REQUIREMENTS

##### 2.1 LAWS TO BE OBSERVED

2.1.0 Contractor shall be responsible for being fully informed and to comply with all existing and future state and federal laws, including Occupational Safety and Health Administration (O.S.H.A.) standards, Santa Clara County regulations, and all municipal ordinances and regulations of the City of San José which in any manner affect those engaged or employed in the provision of the services or the equipment and materials used, or which in any way affect the conduct of the services and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same.

##### 2.2 PATENTS

2.2.0 Contractor shall assume all responsibilities arising from the use of patented materials, equipment, devices, or processes used on or incorporated in the provision of Maintenance Services.

##### 2.3 RESPONSIBILITY FOR DAMAGE

2.3.0 If Contractor, its employees or agents cause any damage to the Park Improvements located on the Park Property, Contractor shall repair such damage at its sole cost and expense. City reserves the right to perform such repairs and bill Contractor. The rights of City as set forth herein are not in derogation of any right of City to be indemnified by Contractor for any such damage.

## 2.4 PRESERVATION OF PROPERTY

2.4.0 At all times the Contractor shall exercise due care to avoid injury to the Park Improvements located on the Park Property, adjacent property and real or personal property. Contractor shall be entirely responsible for any damage to the Park Improvements or adjacent property. Contractor shall repair all such damage as required to place the property in as good condition as before the damage occurred.

## EXHIBIT C-1

### INTERGRATED PEST MANAGEMENT

Integrated Pest Management (IPM) is an ecosystem-based strategy that focuses on long-term prevention of pests or their damage through a combination of techniques such as biological control, habitat manipulation, modification of cultural practices and the use of resistant varieties. IPM techniques include limiting the use of pesticides to situations where monitoring indicates that they are needed, selecting least toxic pest control materials, and applying these materials in a manner that minimizes risk to human health, beneficial and no target organisms, and the environment.

The City's IPM policy is subject to change as needed.

The Contractor shall obtain and comply with all requirements of the City of San José's Integrated Pest Management (IPM) policy. Contractor shall apply all pesticides with extreme care to avoid any hazard to persons, pets, property, and the environment. A copy may be obtained at <http://www.sanjoseca.gov/DocumentCenter/View/3867>.

The Contractor shall obtain and comply with the City's BMPs and SOPs. If Contractors wish to propose modifications to existing BMPs and SOPs, Contractor must submit a copy of the proposed BMPs and SOPs in writing to the contract manager for review and approval. City approval of BMPs and SOPs will be based on degree of conformance with the City's IPM Policy, BMPs and SOPs.

The Contractor shall comply with all federal, state and local rules and regulations that govern the use of pesticides, including the City of San José's IPM Policy. Pesticides utilized for control of pests on City property shall have current EPA registration and be applied in strict accordance with label directions. All pesticide use on City property shall be subject to advance approval by the City.



**EXHIBIT C-2  
PARK PROPERTY MAINTENANCE SPECIFICATIONS**

SCOPE OF WORK

The Contractor is entering the Right of Entry agreement to complement City efforts to beautify and maintain the Undeveloped City Park Property on Thousand Oaks Drive and Wellington Square.

- Maintenance of 850' trail, including repair of border and in-fill of decomposed granite when necessary;
- Weed abatement – periodic mowing of weeds in open areas and around trees and saplings;
- Removal of invasive plant species;
- Structural pruning of saplings to encourage strong growth and promote restoration of the woodland;
- General tree maintenance, including removal of diseased and/or dangerous limbs;
- Maintenance of benches and signage.

## **EXHIBIT D INSURANCE REQUIREMENTS**

Contractor and/or its subcontractor, at Contractor's sole cost and expense, shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from, or in connection with, the performance of the Maintenance Services hereunder, by Contractor and on behalf of Contractor, its agents, representatives, employees or subcontractors.

### **A. Minimum Scope of Insurance**

Coverage shall be at least as broad as:

1. The coverage provided by Insurance Services Office Commercial General Liability coverage ("occurrence") Form Number CG 0001; and
2. The coverage provided by Insurance Services Office Form Number CA 0001 covering Automobile Liability. Coverage shall be included for owned, non-owned and hired automobiles; and
3. Workers' Compensation insurance as required by the California Labor Code and Employers Liability insurance.

There shall be no endorsement reducing the scope of coverage required above unless approved in writing by City's Risk Manager.

### **B. Minimum Limits of Insurance**

Contractor and/or Contractor's subcontractor shall maintain limits no less than:

1. Commercial General Liability: Two Million Dollars (\$2,000,000) per occurrence for bodily injury, personal injury, and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: One Million Dollars (\$1,000,000) combined single limit per accident for bodily injury and property damage; and
3. Workers' Compensation and Employers Liability: Workers' Compensation limits as required by the California Labor Code and Employers Liability limits of One Million Dollars (\$1,000,000) per accident. Coverage shall be endorsed to state carrier waives its

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rights of subrogation against the City, its officials, employees, agents and Contractors.

**C. Deductibles and Self-Insured Retentions**

Any deductibles or self-insured retentions must be declared to, and approved by City's Risk Manager. At the option of City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its officers, employees, agents and Contractor; or Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses in an amount specified by the City's Risk Manager.

**D. Other Insurance Provisions**

The policies are to contain, or be endorsed to contain, the following provisions:

1. Commercial General Liability and Automobile Liability Coverages
  - a. The City of San José, its officers, employees, agents and Contractors are to be covered as additional insureds as respects: Liability arising out of activities performed by or on behalf of, Contractor and/or Contractor's subcontractors; products and completed operations of Contractor and/or Contractor's subcontractors; premises owned, leased or used by Contractor and/or Contractor's subcontractors; and automobiles owned, leased, hired or borrowed by Contractor and/or Contractor's subcontractors. The coverage shall contain no special limitations on the scope of protection afforded to City, its officers, employees, agents and Contractors.
  - b. Contractor's and/or Contractor's subcontractors insurance coverage shall be primary insurance as respects City, its officers, employees, agents and Contractors. Any insurance or self-insurance maintained by City, its officers, employees, agents or Contractors shall be excess of Contractor's and/or Contractor's subcontractors' insurance and shall not contribute with it.
  - c. Any failure to comply with reporting provisions of the policies by Contractor shall not affect coverage provided City, its officers, employees, agents, or Contractors.
  - d. Coverage shall state that Contractor's and Contractor's subcontractor's insurance shall apply separately to each

insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

- e. Coverage shall contain a waiver of subrogation in favor of the City, its officials, employees, agents and Contractors.
2. Coverage shall be endorsed to state carrier waives its rights of subrogation against the City, its officials, employees, agents and Contractors.
3. All Coverages

Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be suspended, voided, canceled, or reduced in limits except after thirty (30) days' prior written notice has been given to City, except that ten (10) days' prior written notice shall apply in the event of cancellation for non-payment of premium.

E. **Acceptability of Insurers**

Insurance is to be placed with insurers acceptable to City's Risk Manager.

F. **Verification of Coverage**

Contractor shall furnish City with certificates of insurance and with original endorsements affecting coverage required by this Agreement through its subcontractor. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

Proof of insurance shall be either emailed in pdf format to: [Riskmgmt@sanjoseca.gov](mailto:Riskmgmt@sanjoseca.gov) or mailed to the following postal address or any subsequent address as may be directed in writing by the Risk Manager:

CITY OF SAN JOSE – Finance  
Risk & Insurance  
200 East Santa Clara Street, 14<sup>th</sup> Floor Tower  
San José, California 95113-1905

G. **Subcontractors**

Contractor shall include all Contractors or subcontractors as insured under its policies or shall obtain separate certificates and endorsements for each subcontractor.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
CONTRACTORS POLLUTION LIABILITY COVERAGE PART

### **SCHEDULE**

<b>Name Of Additional Insured Person(s) or Organization(s)</b>
Blanket when specifically required in a written contract with the named insured.

**SECTION III – WHO IS AN INSURED** within the Common Provisions is amended to include as an additional insured the person(s) or organization(s) indicated in the Schedule shown above, but only with respect to liability caused, in whole or in part, by “your work” for that insured which is performed by you or by those acting on your behalf.

**ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

Name of Additional Person(s) or Organization(s):	Location And Description Of Completed Operations
Blanket when specifically required in a written contract with the named insured.	Blanket when specifically required in a written contract with the named insured.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section III – Who Is An Insured** within the Common Provisions is amended to include as an insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for “bodily injury” or “property damage” caused, in whole or in part, by “your work” at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the “products-completed operations hazard”.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**PRIMARY AND NON-CONTRIBUTORY ADDITIONAL INSURED  
WITH WAIVER OF SUBROGATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
CONTRACTORS POLLUTION LIABILITY COVERAGE PART  
ERRORS AND OMISSIONS LIABILITY COVERAGE PART  
THIRD PARTY POLLUTION LIABILITY COVERAGE PART

**SCHEDULE**

<b>Name of Additional Insured Person(s) or Organization(s)</b>
<b>The City of San Jose, it's employees, agents, and officers City of San Jose Finance-Risk Management 200 East Santa Clara St. 14th floor tower San Jose, CA 95113-1905</b>

- A. **SECTION III – WHO IS AN INSURED** within the Common Provisions is amended to include as an additional insured the person(s) or organization(s) indicated in the Schedule shown above, but solely with respect to “claims” caused in whole or in part, by “your work” for that person or organization performed by you, or by those acting on your behalf.  

This insurance shall be primary and non-contributory, but only in the event of a named insured’s sole negligence.
- B. We waive any right of recovery we may have against the person(s) or organization(s) indicated in the Schedule shown above because of payments we make for “damages” arising out of “your work” performed under a designated project or contract with that person(s) or organization(s).
- C. This Endorsement does not reinstate or increase the Limits of Insurance applicable to any “claim” to which the coverage afforded by this Endorsement applies.

**ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.**



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT**

This endorsement modifies insurance provided under the following:

### **BUSINESS AUTO COVERAGE FORM**

To the extent that the provisions of this endorsement provide broader benefits to the "insured" than other provisions of the Coverage Form, the provisions of this endorsement apply.

#### **1. BROAD FORM INSURED**

##### **A. Subsidiaries and Newly Acquired or Formed Organizations**

The Named Insured shown in the Declarations is amended to include:

- (1) Any legal business entity other than a partnership or joint venture, formed as a subsidiary in which you have an ownership interest of more than 50% on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.
- (2) Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:
  - (a) That is a partnership or joint venture,
  - (b) That is an "insured" under any other policy,
  - (c) That has exhausted its Limit of Insurance under any other policy, or
  - (d) 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

##### **B. Employees as Insureds**

Paragraph A.1. - WHO IS AN INSURED - of SECTION II - LIABILITY COVERAGE is amended to add:

- d. Any "employee" of yours while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

##### **C. Lessors as Insureds**

Paragraph A.1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add:

- e. The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:
  - (1) The agreement requires you to provide direct primary insurance for the lessor and
  - (2) The "auto" is leased without a driver.

Such a leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire.

##### **D. Additional Insured if Required by Contract**

- (1) Paragraph A.1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add:
  - f. When you have agreed, in a written contract or written agreement, that a person or organization be added as an additional insured on your business auto policy, such person or organization is an "insured", but only to the extent such person or organization is liable for "bodily injury" or "property damage" caused by the conduct of an "insured" under paragraphs a. or b. of Who Is An Insured with regard to the ownership, maintenance or use of a covered "auto."

The insurance afforded to any such additional insured applies only if the "bodily injury" or "property damage" occurs:

- (1) During the policy period, and
- (2) Subsequent to the execution of such written contract, and
- (3) Prior to the expiration of the period of time that the written contract requires such insurance be provided to the additional insured.

(2) How Limits Apply

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

- (a) The limits of insurance specified in the written contract or written agreement; or
- (b) The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

(3) Additional Insureds Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance.

(4) Duties in The Event Of Accident, Claim, Suit or Loss

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the additional insured shall be required to comply with the provisions in LOSS CONDITIONS 2. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS – OF SECTION IV – BUSINESS AUTO CONDITIONS, in the same manner as the Named Insured.

**E. Primary and Non-Contributory if Required by Contract**

Only with respect to insurance provided to an additional insured in 1.D. - Additional Insured If Required by Contract, the following provisions apply:

(3) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in Other Insurance 5.d.

(4) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (3) and (4) do not apply to other insurance to which the additional insured has been added as an additional insured.

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

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, by the method described in Other Insurance 5.d.

**2. AUTOS RENTED BY EMPLOYEES**

Any "auto" hired or rented by your "employee" on your behalf and at your direction will be considered an "auto" you hire.

The OTHER INSURANCE Condition is amended by adding the following:

If an "employee's" personal insurance also applies on an excess basis to a covered "auto" hired or rented by your "employee" on your behalf and at your direction, this insurance will be primary to the "employee's" personal insurance.

**3. AMENDED FELLOW EMPLOYEE EXCLUSION**

EXCLUSION 5. - FELLOW EMPLOYEE - of SECTION II - LIABILITY COVERAGE does not apply if you have workers' compensation insurance in-force covering all of your "employees".

Coverage is excess over any other collectible insurance.

**4. HIRED AUTO PHYSICAL DAMAGE COVERAGE**

If hired "autos" are covered "autos" for Liability Coverage and if Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire or borrow, subject to the following limit.

The most we will pay for "loss" to any hired "auto" is:

- (1) \$100,000;
- (2) The actual cash value of the damaged or stolen property at the time of the "loss"; or
- (3) The cost of repairing or replacing the damaged or stolen property,

whichever is smallest, minus a deductible. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning. Hired Auto Physical Damage coverage is excess over any other collectible insurance. Subject to the above limit, deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

We will also cover loss of use of the hired "auto" if it results from an "accident", you are legally liable and the lessor incurs an actual financial loss, subject to a maximum of \$1000 per "accident".

This extension of coverage does not apply to any "auto" you hire or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households.

**5. PHYSICAL DAMAGE - ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE**

Paragraph A.4.a. of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to provide a limit of \$50 per day and a maximum limit of \$1,000.

**6. LOAN/LEASE GAP COVERAGE**

Under SECTION III - PHYSICAL DAMAGE COVERAGE, in the event of a total "loss" to a covered "auto", we will pay your additional legal obligation for any difference between the actual cash value of the "auto" at the time of the "loss" and the "outstanding balance" of the loan/lease.

"Outstanding balance" means the amount you owe on the loan/lease at the time of "loss" less any amounts representing taxes; overdue payments; penalties, interest or charges resulting from overdue payments; additional mileage charges; excess wear and tear charges; lease termination fees; security deposits not returned by the lessor; costs for extended warranties, credit life Insurance, health, accident or disability insurance purchased with the loan or lease; and carry-over balances from previous loans or leases.

**7. AIRBAG COVERAGE**

Under Paragraph B. EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

The exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

**8. ELECTRONIC EQUIPMENT - BROADENED COVERAGE**

a. The exceptions to Paragraphs B.4 - EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE are replaced by the following:

Exclusions **4.c.** and **4.d.** do not apply to equipment designed to be operated solely by use of the power from the "auto's" electrical system that, at the time of "loss", is:

- (1) Permanently installed in or upon the covered "auto";
- (2) Removable from a housing unit which is permanently installed in or upon the covered "auto";
- (3) An integral part of the same unit housing any electronic equipment described in Paragraphs (1) and (2) above; or

- (4) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system.

b. Section III – Version CA 00 01 03 10 of the Business Auto Coverage Form, Physical Damage Coverage, Limit of Insurance, Paragraph C.2 and Version CA 00 01 10 01 of the Business Auto Coverage Form, Physical Damage Coverage, Limit of Insurance, Paragraph C are each amended to add the following:

\$1,500 is the most we will pay for "loss" in any one "accident" to all electronic equipment (other than equipment designed solely for the reproduction of sound, and accessories used with such equipment) that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:

- (1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
- (2) Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or
- (3) An integral part of such equipment.

c. For each covered "auto", should loss be limited to electronic equipment only, our obligation to pay for, repair, return or replace damaged or stolen electronic equipment will be reduced by the applicable deductible shown in the Declarations, or \$250, whichever deductible is less.

#### **9. EXTRA EXPENSE - BROADENED COVERAGE**

Under Paragraph A. - COVERAGE - of SECTION III - PHYSICAL DAMAGE COVERAGE, we will pay for the expense of returning a stolen covered "auto" to you.

#### **10. GLASS REPAIR - WAIVER OF DEDUCTIBLE**

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

#### **11. TWO OR MORE DEDUCTIBLES**

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

If another Hartford Financial Services Group, Inc. company policy or coverage form that is not an automobile policy or coverage form applies to the same "accident", the following applies:

- (1) If the deductible under this Business Auto Coverage Form is the smaller (or smallest) deductible, it will be waived;
- (2) If the deductible under this Business Auto Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

#### **12. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS**

The requirement in LOSS CONDITIONS 2.a. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS - of SECTION IV - BUSINESS AUTO CONDITIONS that you must notify us of an "accident" applies only when the "accident" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership;
- (3) A member, if you are a limited liability company; or
- (4) An executive officer or insurance manager, if you are a corporation.

#### **13. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS**

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure.

#### **14. HIRED AUTO - COVERAGE TERRITORY**

Paragraph e. of GENERAL CONDITIONS 7. - POLICY PERIOD, COVERAGE TERRITORY - of SECTION IV - BUSINESS AUTO CONDITIONS is replaced by the following:

e. For short-term hired "autos", the coverage territory with respect to Liability Coverage is anywhere in the world provided that if the "insured's" responsibility to pay damages for "bodily injury" or "property damage" is determined in a "suit," the "suit" is brought in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

#### **15. WAIVER OF SUBROGATION**

TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - of SECTION IV - BUSINESS AUTO CONDITIONS is amended by adding the following:

We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damages under this Coverage Form.

#### **16. RESULTANT MENTAL ANGUISH COVERAGE**

The definition of "bodily injury" in SECTION V-DEFINITIONS is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by any person, including mental anguish or death resulting from any of these.

#### **17. EXTENDED CANCELLATION CONDITION**

Paragraph 2. of the COMMON POLICY CONDITIONS - CANCELLATION - applies except as follows:

If we cancel for any reason other than nonpayment of premium, we will mail or deliver to the first Named Insured written notice of cancellation at least 60 days before the effective date of cancellation.

#### **18. HYBRID, ELECTRIC, OR NATURAL GAS VEHICLE PAYMENT COVERAGE**

In the event of a total loss to a "non-hybrid" auto for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended as follows:

- a. If the auto is replaced with a "hybrid" auto or an auto powered solely by electricity or natural gas, we will pay an additional 10%, to a maximum of \$2,500, of the "non-hybrid" auto's actual cash value or replacement cost, whichever is less,
- b. The auto must be replaced and a copy of a bill of sale or new lease agreement received by us within 60 calendar days of the date of "loss,"

c. Regardless of the number of autos deemed a total loss, the most we will pay under this Hybrid, Electric, or Natural Gas Vehicle Payment Coverage provision for any one "loss" is \$10,000.

For the purposes of the coverage provision,

- a. A "non-hybrid" auto is defined as an auto that uses only an internal combustion engine to move the auto but does not include autos powered solely by electricity or natural gas.
- b. A "hybrid" auto is defined as an auto with an internal combustion engine and one or more electric motors; and that uses the internal combustion engine and one or more electric motors to move the auto, or the internal combustion engine to charge one or more electric motors, which move the auto.

#### **19. VEHICLE WRAP COVERAGE**

In the event of a total loss to an "auto" for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended to add the following:

In addition to the actual cash value of the "auto", we will pay up to \$1,000 for vinyl vehicle wraps which are displayed on the covered "auto" at the time of total loss. Regardless of the number of autos deemed a total loss, the most we will pay under this Vehicle Wrap Coverage provision for any one "loss" is \$5,000. For purposes of this coverage provision, signs or other graphics painted or magnetically affixed to the vehicle are not considered vehicle wraps.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**WAIVER OF OUR RIGHT TO RECOVER FROM  
OTHERS ENDORSEMENT - CALIFORNIA**

**Policy Number:** 10 WEC AN6273

**Endorsement Number:**

**Effective Date:** 02/19/22

Effective hour is the same as stated on the Information Page of the policy.

**Named Insured and Address:** LIGHT AIR & SPACE CONSTRUCTION

PO BOX 36303

SAN JOSE CA 95158

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 2 % of the California workers' compensation premium otherwise due on such remuneration.

**SCHEDULE**

**Person or Organization**

**Job Description**

Any person or organization for whom you are required by written contract or agreement to obtain this waiver of rights from us

Countersigned by \_\_\_\_\_  
Authorized Representative

**INSTRUCTIONS FOR INSURANCE APPROVAL:**

Forward the following to: **RISK & INSURANCE**

200 E. Santa Clara Street 14<sup>th</sup> Floor

San Jose, CA 95113-1905

Riskmgmt@sanjoseca.gov


1. This form (149-7) completed;
2. Copy of face page of Contract;
3. Copy of insurance requirements included in contract.
4. Copy of Service Provider's certificate of insurance.

**NOTIFICATION OF CONTRACT BEING PROCESSED**

DATE: 12/7/2021

Service Provider:	Light, Air and Space Const.	Phone No.	(408) 640-2899
Project:	Right-of-Entry	Project Amount:	\$0
Estimated Start Date	Upon Execution	Estimated Completion Date	6/30/2022
Scope of Work: The purpose of this agreement is for the contractor to maintenance services for the 850' trail, including repair of border and in-fill of decomposed granite when necessary.			
Department	PRNS	Division	ASD
Department Contact	Alex Niles	Ph./Ext:	(408) 793-5592
		Fax:	

**COMPLIANCE WITH INSURANCE REQUIREMENTS**

Comments:	_____
Signature:	 _____ Risk & Insurance
Date:	12/7/2021

FOR RISK & INSURANCE USE ONLY

Date Forwarded to City Clerk:

Date forwarded to City Clerk:

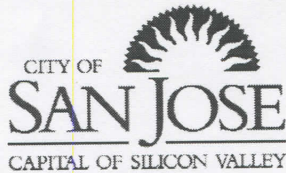
**COMPLIANCE WITH BOND REQUIREMENTS**

Signature:	_____	Date:	
	City Clerk		

## Certificate of Insurance Checklist

	<b>(Yes)</b>	<b>(No)</b>
A. Insured name on certificate of insurance must match the contract face page	<input checked="" type="checkbox"/>	<input type="checkbox"/>
B. Insurance coverages should match those found in the insurance requirements	<input checked="" type="checkbox"/>	<input type="checkbox"/>
C. Limits of insurance should meet or exceed those found in the insurance requirements	<input checked="" type="checkbox"/>	<input type="checkbox"/>
D. All documented policies must be current and not expired	<input checked="" type="checkbox"/>	<input type="checkbox"/>
E. The City of San José should be an Additional Insured on the Vendor's General and Auto Liability policies	<input checked="" type="checkbox"/>	<input type="checkbox"/>
F. The workers' compensation policy should document a waiver of subrogation in favor of the City of San José	<input checked="" type="checkbox"/>	<input type="checkbox"/>
If any of the following has been marked as a <b>(No)</b> then request an updated Certificate of Insurance from the Vendor before submission		





- FOR YOUR ELECTRONIC SIGNATURE
- FULLY EXECUTED COPY TO FOLLOW

CITY STAFF: Alex Niles  
 EMAIL: Alex.Niles@sanjoseca.gov

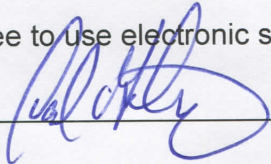
**SCANNED SIGNATURE AUTHORIZATION**

DATE: 2.25.2022  
 To: David Guthridge  
 EMAIL: dguthridge@lightairandspace.com  
 PHONE: 408 640 2899

TOTAL PAGES: (INCLUDING THIS PAGE) 3  
 To: \_\_\_\_\_  
 EMAIL: \_\_\_\_\_  
 PHONE: \_\_\_\_\_

I agree to use electronic signatures

I agree to use electronic signatures

BY: 

BY: \_\_\_\_\_

**DIRECTIONS:**

REVIEW THE ENCLOSED DOCUMENT, IF IT IS ACCEPTABLE:

1. SIGN THE DOCUMENT
2. CHECK THE BOX BELOW YOUR NAME AND SIGN AGREEING TO THE USE OF ELECTRONIC SIGNATURES
3. SCAN YOUR EXECUTED DOCUMENT TOGETHER WITH THIS COVER PAGE IN COLOR
4. EMAIL THE ENTIRE DOCUMENT TO

**To BE COMPLETED BY CITY STAFF:**

ALTERNATIVE METHODS OF VERIFICATION:

- USE OF A PASSWORD PROTECTED WEBSITE
- CONFIRMED BY A KNOWN TELEPHONE NUMBER
- PERSONALLY KNOWN TO CITY STAFF

# City of San José Contract/Agreement Transmittal Form

## Route Order

## Attached / Completed

## Electronically Signed

TO:  City Attorney  
 City Manager  
 City Clerk **OR** Return to  
 Dept. (circle one)

Insurance Certificates / Waivers  Electronically Signed: Yes  
Business Tax Certificate  Audit Trail Attached (if applicable)  
 Contacted Clerk re: Form 700  Scanned Signature Authorization  
 Supplemental Memorandums (if applicable): Select One

Type of Document: New Contract

Type of Contract: Other

### REQUIRED INFORMATION FOR ALL CONTRACTS:

Existing GILES # 667542-000

Contractor: Light, Air, and Space Construction

Address: 1707 Little Orchard St., Suite A San Jose, CA 95125

Phone: (408) 640-2899

Email: dguthridge@lightairandspace.com

Contract Description: The purpose of this agreement is for the contractor to provide maintenance services for the City's 850' trail at Thousand Oaks Park and Undeveloped Park Property, including repair of border and in-fill of decomposed granite when necessary.

Term Start Date: Upon Execution

Term End Date: 12/31/2022

Extension: No

Method of Procurement: N/A

RFB, RFP or RFQ No.: n/a

Date Conducted: n/a

Agenda Date (if applicable): n/a

Agenda Item No.: n/a

Resolution No.: n/a

Ordinance No.: \_\_\_\_\_

Original Contract Amount: \_\_\_\_\_

Amount of Increase/Decrease: \_\_\_\_\_

Option #: \_\_\_\_\_ of \_\_\_\_\_

Option Amount: \_\_\_\_\_

NTE/Updated Contract Amount: \$0

Fund/Appropriation: n/a

Form 700 Required (Selection mandatory for processing): No

Revenue Agreement: No

Tax Certificate No.: n/a

Expiration Date: n/a

Department: PRNS (64)

Department Contact: Alex Niles (408) 793-5592

Customer (Finance Only): \_\_\_\_\_

**Please copy- PRNSContracts@sanjoseca.gov**

Notes: DB#647109

Dan Greeley: Contract Manager

Department Director Signature:  On behalf of Jon Cicirelli

03/03/2022

Date

Office of the City Manager Signature: Jessica Lowry

3/18/22

Date