

ORIGINAL

LICENSE AGREEMENT

(HOLBROOK-PALMER PARK LITTLE LEAGUE BASEBALL FIELD)

THIS LICENSE AGREEMENT (the "**Agreement**") is entered into as of the 19th day of July, 2000 by and between the Town of Atherton, a California municipal corporation ("**Atherton**"), and the Menlo-Atherton Little League, Inc., a 501(c)(3) tax exempt organization ("**Little League**").

RECITALS

WHEREAS, subject to the terms set forth in this Agreement, Atherton has agreed to grant a license to Little League to permit Little League to construct, operate and use a little league baseball field and ancillary improvements on a portion of the public park commonly known as Holbrook-Palmer Park located in Atherton, California ("**Holbrook-Palmer Park**");

WHEREAS, the intent of the parties is that the proposed project will become a permanent part of Holbrook-Palmer Park and will be used and enjoyed by Little League's players, participants, coaches, spectators and others for many years; and

WHEREAS, in consideration for the license granted herein, Little League has agreed to construct certain improvements at Holbrook-Palmer Park and reimburse Atherton for certain maintenance costs incurred as a result of the proposed project.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

ARTICLE I.

GRANT OF LICENSES

1. License to Use Project Area. Atherton hereby grants to Little League, its players, participants, coaches, spectators and invitees a license to operate, use and enjoy the portion of Holbrook-Palmer Park on which the baseball field and ancillary improvements to be constructed by Little League as approved by Atherton are located (the "**Project Area**") for the purpose of conducting little league baseball games, practices and related events, subject to the terms and conditions set forth in this Agreement. The foregoing described license shall be irrevocable unless this Agreement has been terminated pursuant to the terms of Article VII hereof. The "**Project Area**" is as delineated on the map attached hereto as Exhibit "A" and incorporated herein for all purposes. Atherton will not grant a license or permit or give

permission to any other person or group to use the Project Area for organized events during the Season (as defined below). Further, Atherton hereby grants to Little League and its agents an exclusive license to use the storage shed constructed as part of the Physical Improvements (as defined below) on a year-round basis.

2. License to Construct Physical Improvements. Atherton hereby grants to Little League, its contractors and agents a license to construct and install any and all of the grading, landscaping and physical improvements shown on the plan approved by Atherton attached hereto as Exhibit "B" and incorporated herein by this reference (collectively, the "**Physical Improvements**") at, on and under Holbrook-Palmer Park in the Project Area. The foregoing described license shall be irrevocable unless this Agreement has been terminated pursuant to the terms of Article VII hereof. Upon completion of such construction, the Physical Improvements will be owned by Atherton.

3. Little League Use During Season. Little League will have the exclusive right to use the Project Area during the months of late February, March, April, May and June (the "**Season**") of each year during the term of this Agreement. Little League's use of the Project Area during the Season shall be limited to the following schedule:

Monday through Friday: Little League may commence practices or baseball games on weekdays during the Season no earlier than 3:30 p.m. All practices must be concluded by 7:00 p.m. Little League will not start an inning of a game after 7:00 p.m.

Saturday: Little League may play two baseball games on Saturdays during the Season. The first baseball game will be scheduled to commence no earlier than 9:00 a.m. and must be concluded by 11:30 a.m. The second baseball game will be scheduled to commence no earlier than 1:00 p.m. and must be concluded by 4:30 p.m. On any Saturday during the Season, the Project Area baseball field may also be used for practices during the same time periods allowed for games.

Sunday: No baseball games or practices may be scheduled or held on Sundays.

4. Contribution for Restroom Facilities. Within thirty (30) days of the date of this Agreement, Little League will make a one-time payment of FIVE HUNDRED DOLLARS (\$500.00) to Atherton as a contribution toward the cost of maintenance of the restroom facilities located at Holbrook-Palmer Park which will be available for use by Little League, its players, participants, coaches, spectators and invitees during the time periods referenced in Article I, Section 3. All additional maintenance and operating costs of restroom facilities within Holbrook-Palmer Park shall be borne by Atherton.

5. Contribution for Maintenance. Within thirty (30) days of the date of this Agreement, Little League will deliver the sum of TWO THOUSAND DOLLARS (\$2,000) (the "**Security Deposit**") to Atherton to be held by Atherton as a Security Deposit to secure Little

League's maintenance contribution obligations pursuant to the terms of Article V of this Agreement (the "**Contribution Obligations**"). In the event that Little League is in default under its Contribution Obligations and such default continues for a period of more than thirty (30) days after Atherton has delivered written notice of such default to Little League, Atherton may use all or a portion of the Security Deposit to satisfy such Contribution Obligations. In the event that the Security Deposit is diminished below \$1,000 due to use thereof by Atherton pursuant to this Section, Little League, upon receipt of a written request from Atherton, will promptly restore the amount of the Security Deposit to TWO THOUSAND DOLLARS (\$2,000.00). The Security Deposit account will earn interest similar to other deposit trust accounts held and administered by Atherton, which will be added to the Security Deposit. The rate of interest will be determined by Atherton's Director of Finance in a manner consistent with other funds invested by Atherton. Little League assumes that Atherton may use the total return of the Local Area Investment Fund (LAIF) and the San Mateo County Pool Fund to determine the foregoing rate of interest. Any portion of the Security Deposit remaining upon termination of this Agreement shall be promptly refunded to Little League.

6. Outfield Fencing. Little League may install outfield fencing on the Project Area each Monday afternoon during the Season and will remove any such outfield fencing each Saturday during the Season after conclusion of the second game or practices. The outfield fencing will be removed by Little League at the end of each Season. The outfield fencing shall be the property of Little League.

7. First and Third Base Fencing, Backstop Fencing and Players Seating Area Fencing. Little League may install fencing on the first and third baselines of the Project Area baseball field, an appropriate backstop and players seating area fencing (the "**Field Improvements**") at the start of each Season during the term of this Agreement provided that the Field Improvements shall be removed by Little League at the end of each Season. Atherton will provide storage space in the corporation yard at Holbrook-Palmer Park or at the Public Works Corporation Yard on Dinkelspiel Lane for the Field Improvements at no cost to Little League. The Field Improvements shall be the property of Little League.

ARTICLE II.

PERMITS APPROVED

Atherton hereby acknowledges that Little League has applied for and Atherton has issued or granted all required land use permits and other approvals required to build and operate the Physical Improvements other than the required building and/or grading permits. Atherton hereby further acknowledges that it has approved a Mitigated Negative Declaration pursuant to the California Environmental Quality Act (hereinafter "**CEQA**") in connection with the project contemplated herein and the Physical Improvements and that all CEQA requirements related thereto have previously been satisfied by Little League.

ARTICLE III.

CONSTRUCTION

1. Costs. All costs to construct the Physical Improvements, including, but not limited to the little league baseball field, storage shed and landscaping, each as designated on the plan attached hereto as Exhibit "B", will be paid by Little League. Atherton will not be required to contribute any funds for the construction of the Physical Improvements.

2. Contractor. Atherton shall select a contractor for the construction of the Physical Improvements pursuant to the public bidding law, Public Contracts Code Section 20160 as presently existing or hereafter amended. Little League will provide plans and specifications for such Physical Improvements for use by Atherton in its selection of the contractor. Following award of bid and selection of contractor, Atherton shall deliver notice to Little League which shall deposit within ten (10) business days after such written notice has been sent by Atherton to Little League, funds in the full amount of the approved bid. Upon receipt of these funds, Atherton shall give notice to proceed to the contractor.

ARTICLE IV.

OWNERSHIP

1. Physical Improvements. Upon completion of construction, Atherton will own the Physical Improvements.

2. Field Improvements and Little League Equipment. Little League or its participants will own, operate and maintain all of the Field Improvements and the equipment, bases and other items used by Little League or its participants in connection with practice sessions and baseball games at Holbrook-Palmer Park.

ARTICLE V.

MAINTENANCE OF PHYSICAL IMPROVEMENTS

1. Maintenance Obligations. Little League agrees that upon presentation of evidence of costs incurred by Atherton, Little League will reimburse Atherton for the costs incurred by Atherton in connection with the maintenance obligations described on Exhibit "C" attached hereto and incorporated herein for all purposes which maintenance obligations shall be performed by Atherton town staff, or by a private contractor acceptable to both Atherton and Little League, to the extent that such costs are in excess of the normal and routine costs which would have been incurred by Atherton prior to the construction of the Physical Improvements related to maintenance of the Project Area.

2. Third Party Damages. In the event that a third-party damages the Physical Improvements (excepting normal and reasonable wear and tear), Atherton will use its best efforts to identify the person or persons responsible for such damage and seek payment from them of monetary damages in an amount sufficient so that Little League may restore or replace the damaged Physical Improvements. In the event that any portion of the Physical Improvements is damaged or destroyed by an act of nature or unidentifiable third-party, Little League may, at Little League's option and cost, repair or replace such Physical Improvements; provided that in the event such Physical Improvements were covered by insurance carried by Atherton, Atherton will contribute any proceeds from such insurance to the cost of such repair or replacement.

ARTICLE VI.

INSURANCE

Little League shall maintain public liability insurance covering Little League's use of the Project Area in an amount equal to not less than ONE MILLION DOLLARS (\$1,000,000) with an endorsement showing Atherton as an additional insured.

Each party understands, however, and agrees that the insurance coverage provided by Little League will provide coverage only for Little League authorized activities and events, and will not provide coverage for third-parties or third-party events. Use of the Project Area by third-parties or for non-Little League events shall not be covered by Little League's insurance policy nor shall Atherton make a claim for coverage arising from such third-party usage against the Little League policy.

ARTICLE VII.

TERM

This Agreement shall remain in force for a period of ten (10) years from the date hereof, unless sooner terminated for cause pursuant to Article VIII hereof or extended as provided below. Unless Little League provides written notice to Atherton on or before the expiration of the then current term of this Agreement of its intent to terminate this Agreement, the term of this Agreement will be automatically terminated. The term of this Agreement may be extended, if desired, upon mutual agreement of the parties.

ARTICLE VIII.

ANNUAL REVIEW

The City Manager of Atherton and the President of Little League will jointly conduct an annual review of use and operation of the Project Area to ensure that Little League has used the Project Area in accordance with the CEQA mitigation measures adopted for the project and in accordance with the terms and provisions of this Agreement (the "**Annual Review**"). Prior to this meeting, the City Manager will meet with both the City Council and the Parks & Recreation Commission to receive input on Little League's compliance with this agreement and the CEQA mitigation measures. Unless otherwise determined by the mutual agreement of the City Manager of Atherton and President of Little League, the Annual Review shall be held at 7:30 p.m. on the third Tuesday of each July during the term of this Agreement at the offices of Atherton. If any material breach of the adopted CEQA mitigation measures or of Little League's obligations pursuant to this Agreement is identified in writing by Atherton to Little League as a result of the Annual Review, Little League will be given forty-five (45) days to cure the identified breach (or such longer period of time as is reasonable under the circumstances if the breach is not capable of being cured in such 45-day period and Little League is working diligently to cure such breach). In the event that Little League is unable or unwilling to cure or remedy such breach to the satisfaction of Atherton, then the parties may submit the issues to binding arbitration in accordance with applicable laws, the resolution of which could include the termination of this Agreement.

ARTICLE IX.

HOLD HARMLESS

During the term of this Agreement, Little League shall indemnify, defend and hold harmless Atherton from and against any and all damages, losses, liabilities, actions, suits, claims, proceedings, investigations, audits, demands, assessments, fines, judgments, settlements, costs and other expenses (including, without limitation, reasonable attorney's fees and expenses, and costs of investigation incurred in defending against or settling any of the foregoing and any amounts paid in settlement thereof) incurred or resulting from Little League's activities on the Project Area ("**Claims**") excluding, however, any such Claims arising from the gross negligence, fraud or willful misconduct of Atherton.

ARTICLE X.

NOTICES

All written notices and demands of any kind which either party may be required or may desire to serve upon the other party in connection with this Agreement may be served (as an alternative to personal service) by registered or certified mail (postage pre-paid) or sent by

parties. No waiver of any of the provisions of this Agreement shall constitute a waiver of any other provision (whether or not similar), nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

4. Legal Construction/Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

5. Attorney's Fees. In the event of any controversy, claim, dispute, arbitration or litigation between the parties hereto (whether sounding in contract, tort or both) to enforce or interpret any of the provisions of this Agreement or any right of any party hereto, the non-prevailing party to such action agrees to pay to the prevailing party all costs and expenses, including reasonable attorney's fees, incurred therein by the prevailing party, including, without limitation, fees incurred during a hearing of any action, claim or dispute and any fees incurred regarding any petition to confirm, correct, modify or vacate any award, as a result of any appeal from a judgment entered in connection with such litigation, or to enforce said judgment. To so recover, it shall not be necessary that the prevailing party prevail in each and every one of its claims. Rather, the amount of the award of attorney's fees shall, in the court's discretion, reflect the degree to which the prevailing party or parties have prevailed in some of their claims.

6. Limitation on Recourse. The obligations of Little League set forth in this Agreement are those of Menlo-Atherton Little League, Inc. only and under no circumstances shall Atherton have any recourse for satisfaction of such obligations from any officer, director, board member, commissioner or other representative of Little League, or any participant, player, coach, parent or affiliated entity that is related to Little League.

7. Authority. Each party to this Agreement hereby represents to the other that it has the appropriate authority to enter into and perform this Agreement and that no consents which have not previously been obtained are required for such party to enter into this Agreement.

8. Applicable Laws. This Agreement shall be governed by and construed in accordance with the internal laws, and not the laws pertaining to choice or conflict of laws, of the State of California.

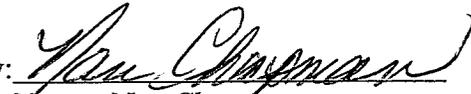
9. Counterparts. This Agreement may be executed in several counterparts each of which shall be deemed an original, and said counterparts shall constitute but one and the same instrument which may be sufficiently evidenced by one counterpart.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the date first set forth above.

ATHERTON:

TOWN OF ATHERTON, a California
municipal corporation

Dated: 08/01, 2000

By: 
Name: Nan Chapman
Title: Mayor

Attest:


Name: Ralph Freedman
Title: City Manager

LITTLE LEAGUE:

MENLO-ATHERTON LITTLE
LEAGUE, INC., a 501(c)(3) tax
exempt organization

Dated: 9/15, 2000

By: 
Name: Steven J. Schultz
Title: President

Attest:

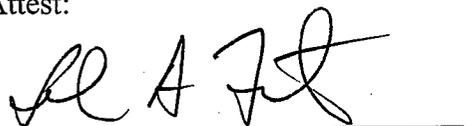

Name: John Foster
Title: Menlo-Atherton Little League
Board Member

EXHIBIT "A"

Project Area

EXHIBIT "B"

Physical Improvements

PROPOSAL TO THE TOWN OF Atherton

HOLBROOK LITTLE LEAGUE FIELD
PROJECT NO. 00-004

Proposal of Jensen Corporation (hereinafter called "BIDDER"), organized and existing under the laws of the State of, California, doing business as * corporation to the Town of Atherton.

*(Insert "a corporation," "a partnership" or "an individual" as appropriate)

In compliance with your Advertisement for Bids, the undersigned as BIDDER hereby proposes to perform all WORK for the construction of Holbrook Little League Field in strict accordance with the Contract Documents therefore. BIDDER, declares and certifies that he has carefully examined the location of the proposed work, the annexed proposed form of the Construction Contract, and the Plans, Specifications and Special Provisions and other Contract Documents referred to therein; that he proposes, and agrees if this Proposal is accepted, that he will contract with the Town of Atherton, in the form of the Construction Contract annexed hereto, to provide all necessary machinery, tools, apparatus and other means of construction and to do all the work and furnish all the materials specified in the Construction Contract, in the manner and time therein prescribed and according to the requirements of the City Engineer as therein set forth, and that he will accept in full payment therefore for the unit prices set fourth in the annexed BID SCHEDULE.

BIDDER certifies to comply with the California Labor Code requirements and General Prevailing Wage Determinations made by the Director of Industrial Relations.

Accompanying this Proposal is * bidder's bond

*(Insert "Cash," "Cashier's Check," "Certified Check" or "Bidder's Bond" as the case may be)

made out to the Town of Atherton, in an amount equal to at least ten percent (10%) of the total bid. If this proposal is accepted and the undersigned should fail to sign and return the Construction Contract, together with all bonds and insurance required by Sections 3.02 and 3.03 of the Standard Specifications within fifteen (15) working days of receipt of the Construction Contract, or fail to provide an acceptable schedule required by Section 6.03 of the Standard Specifications or an acceptable recycling plan required by section 16.02 of the Standard Specifications within 20 working days of receipt of the Construction Contract, the Town may, at its option, determine that the BIDDER has abandoned the Contract. Thereupon this Proposal and the acceptance thereof shall be null and void, and the forfeiture of such bid security accompanying this Proposal shall operate and the same shall become the property of the Town of Atherton.

BIDDER hereby agrees to commence WORK under this contract within 7 working days of the date shown at the top of the NOTICE TO PROCEED

Jensen Corporation

and to fully complete the WORK within 45 working days from the FIRST DAY OF CONSTRUCTION as defined in the NOTICE TO PROCEED. BIDDER further agrees to pay as liquidated damages, the sum of \$250.00 for each working day beyond the completion date deadline that the WORK has not been substantially completed, as provided in Section 6.06 of the Standard Specifications.

BIDDER acknowledges receipt of the following ADDENDUM:

Addendum Number 1, dated 8/17/00

Addendum Number 2, dated 8/30/00

BID SCHEDULE

Bidder agrees to perform all the work described in the Contract Documents for the lump sum price stated below:

TOTAL LUMP SUM PRICE

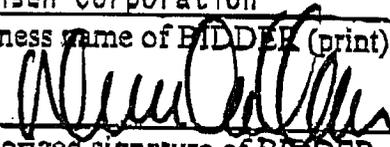
One hundred forty five thousand, five hundred DOLLARS (\$ 145,555.00)
fifty five

ADD ITEM PRICE INCREASE TO INSTALL SOD IN LIEU OF HYDROSEEDING LAWN

Seventeen thousand, five hundred DOLLARS (\$ 17,500.00)

The undersigned Bidder, if the successful bidder shall, within five working days of bid opening, submit a schedule of values allocated to various portions of Work, prepared in such form and supported by such data to substantiate its accuracy as the City Engineer may require. The schedule, unless objected to by the City Engineer, shall be used as a basis for reviewing the Contractor's applications for progress payments.

Jensen Corporation
Business name of BIDDER (print)


Authorized signature of BIDDER

10950 N. Blaney Ave., Cupertino, CA 95014
Business address (print)

Duane G. Wasson
Name of signer (print)

408) 446-1118
Telephone number

Chairman
Title of signer (print)

408) 446-4881
Fax number

259540
Contractor's License Number

C-27 A
License Classification(s)

4/30/02
Contractor's License expiration date

Note: Corporations must, upon request, furnish certification attesting to corporate existence and authority of officers to sign contracts and other documents.

JENSEN CORPORATION LANDSCAPE CONTRACTORS LICENSE #259340

10950 N. BLANEY AVENUE, CUPERTINO, CALIFORNIA 95014-0555 (408) 446-1118 FAX (408) 446-4881

Schedule of Values
Holbrook Little League Field

Layout, engineering, demolition, drainage.....	\$39,000.00
Grading.....	22,000.00
Irrigation.....	37,000.00
Landscaping.....	37,555.00
Electrical.....	5,000.00
ACPaving.....	2,000.00
Maintenance.....	3,000.00

JENSEN CORPORATION LANDSCAPE CONTRACTORS LICENSE #259540
10950 N. BLANEY AVENUE, CUPERTINO, CALIFORNIA 95014 (408) 446-1118 FAX (408) 446-4881

September 7, 2000

Mr. Jeff Morris
Town of Atherton

Re: Holbrook Field Value Engineering Suggestions

Dear Jeff,

The following are value engineering suggestions for the Holbrook Field project that would not compromise the quality that the Town expects from this construction.

Irrigation V.E.

Change rotor sprinklers from Rainbird T30 to Hunter I-20,
Rainbird 37AP and 47AP to Hunter I-40 sprinklers.

DEDUCT (\$3,000.00)

Electrical V.E.

If The Town of Atherton were to stamp the electrical plan, rather than a sub-contracted electrical engineer

DEDUCT (\$2,000.00)

If you have any questions, please feel free to call our office.

Sincerely,



Duane Wasson
President

National Award Winning Landscape Contractors

BID SCHEDULE

Bidder agrees to perform all the work described in the Contract Documents for the lump sum price stated below:

TOTAL LUMP SUM PRICE

_____ DOLLARS (\$ _____)

The undersigned Bidder, if the successful bidder, shall, within five working days of bid opening, submit a schedule of values allocated to various portions of Work, prepared in such form and supported by such data to substantiate its accuracy as the City Engineer may require. The schedule, unless objected to by the City Engineer, shall be used as a basis for reviewing the Contractor's applications for progress payments.

Business name of BIDDER (print)

Authorized signature of BIDDER

Name of signer (print)

Title of signer (print)

Contractor's License Number

Contractor's License expiration date

Business address (print)

Telephone number

Fax number

License Classification(s)

Note: Corporations must, upon request, furnish certification attesting to corporate existence and authority of officers to sign contracts and other documents

NON-COLLUSION AFFIDAVIT

HOLBROOK LITTLE LEAGUE FIELD
PROJECT NO. 00-004

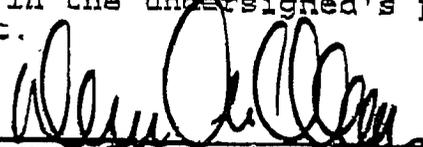
This Affidavit to be fully executed by Bidder
and submitted with the bid

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

* Duane G. Wasson ^{*(name)}, being first
duly sworn, deposes and says that he or she is * Chairman
of * Jensen Corporation ^{*(President, Secretary, Manager, Owner or Representative)}, the party making the
^{*(Name of Company or Corporation or Owner)}

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

The undersigned declares under penalty of perjury under the laws of the State of California that the foregoing representations and all other representations made in the undersigned's proposal attached hereto are true and correct.


Signature of: President, Secretary,
Manager, Owner or Representative

BID BOND

TOWN OF Atherton

HOLBROOK LITTLE LEAGUE FIELD
PROJECT NO. 00-004

KNOW ALL PERSONS BY THESE PRESENTS, that we, _____,
_____, as Bidder, and _____,
_____, as Surety, are held and firmly bound unto the Town
of Atherton, in the penal sum of _____ dollars (\$ _____),
lawful money of the United States, which sum is at least ten percent (10%) of the
total amount bid by Bidder to the TOWN for the above stated project, for the
payment of which sum well and truly made, we bind ourselves, our heirs,
executors, administrations, and successors, jointly and severally, firmly by
these presents.

The condition of this obligation is such that if the above bound Bidder
submits a bid to the TOWN for the above referenced project (the terms and
conditions of the bid are incorporated by reference), and if said bid is rejected
by the TOWN, or if said bid is accepted by the TOWN and the Bidder executes all
Contract Documents and provides all required bonds, insurance and schedule, in
the time and manner specified in the Town of Atherton Standard Specifications,
then this obligation shall become null and void; otherwise, it shall be and
remain in full force and effect in favor of the TOWN.

The Surety, for value received, hereby stipulates and agrees that the
obligations of said Surety and its bond shall be in no way impaired or affected
by any extension of the time within which the TOWN may accept such Proposal; and
said Surety does hereby waive notice of any such extension.

In the event suit is brought upon this bond by the TOWN and judgement is
recovered, the surety shall pay all reasonable costs incurred by the TOWN,
including reasonable attorney's fees to be fixed by the court.

IN WITNESS WHEREOF, the undersigned represent and warrant that they have
the right, power, legal capacity and authority to enter into and execute this
document on behalf of the above bounded Bidder and Surety, and have set their
names, titles and signatures hereon this _____ day of _____, 200__.

BIDDER

SURETY

BY _____

Attorney-in-Fact

Address _____

Address

Notary acknowledgments of Bidder and Surety must be attached.

CONTRACTOR'S EXPERIENCE AND QUALIFICATIONS (page 2 of 3)

The following are the most recent projects on which the Bidder has performed work of similar nature, size and complexity, and the names, addresses and phone numbers of the contracting agencies. (Name at least four.)

PROJECT 1

Project name: Madsen Flanagan Fields
 Location: San Carlos, Owner's name: City of San Carlos
 Nature of project: New soccer and baseball fields
 Completion date: 5/00, Contract time allotted: 45 working days
 Total project cost: \$ 959,541.00, Completed on time? yes
 Nature of Bidder's participation: General Contractor
Supervised concrete, fencing, lighting, asphalt and underground subcontractors
 Value of work performed by bidder's employees: \$ 550,000.00
 Name of Owner's representative: Bob Eppler
 Representative's address: 600 Elm St.
San Carlos, CA, Telephone number: 650) 802-4204

PROJECT 2

Project name: Rosita Park
 Location: Los Altos, Owner's name: City of Los Altos
 Nature of project: New baseball and soccer fields
 Completion date: 2/00, Contract time allotted: 90 days
 Total project cost: \$ 337,000.00, Completed on time? yes
 Nature of Bidder's participation: General Contractor
Supervised concrete, fencing, asphalt and electrical subcontractors
 Value of work performed by bidder's employees: \$ 175,000.00
 Name of Owner's representative: Ed Jackson
 Representative's address: #1 North San Antonio Rd.
Los Altos, CA, Telephone number: 650) 948-1491

CONTRACTOR'S EXPERIENCE AND QUALIFICATIONS (page 3 of 3)

PROJECT 3

Project name: Wilcox High School Football, Baseball and Soccer Fields
 Location: Santa Clara, Owner's name: Santa Clara Unified School District
 Nature of project: Soccer, football and baseball fields
 Completion date: 12/99, Contract time allotted: 8 months
 Total project cost: \$ 1,230,986.00, Completed on time? yes
 Nature of Bidder's participation: General Contractor
Supervised concrete, asphalt, track surfacing, fencing, dugout construction,
lighting and electrical subcontractors
 Value of work performed by bidder's employees: \$700,000.00
 Name of Owner's representative: Larry Adams
 Representative's address: 1889 Lawrence Station Rd.
Santa Clara, CA, Telephone number: 408) 983-2001

PROJECT 4

Project name: La Entrada Fields
 Location: Menlo Park, Owner's name: AYSO - City of Menlo Park
 Nature of project: New soccer and baseball fields
 Completion date: 2/99, Contract time allotted: 90 working days
 Total project cost: \$ 428,515.00, Completed on time? yes
 Nature of Bidder's participation: General Contractor
Supervised underground, asphalt, concrete, grading and electrical
subcontractors
 Value of work performed by bidder's employees: \$250,000.00
 Name of Owner's representative: Steven Allen
 Representative's address: P. O. Box 403
Menlo Park, CA, Telephone number: 650) 367-5743

Signed by Bidder


 Duane G. Wasson, Chairman

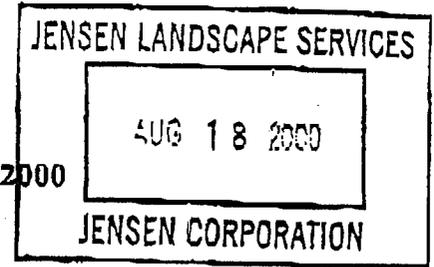
Jensen Corporation

TRACTOR IDENTIFICATION

CODE	JENSEN #	MAKE	MODEL	SERIAL #	DESCRIPTION	FOREMAN	PURCHASE DATE	PURCHASE PRICE
1	3	MASSEYFERGUSON	300P	9A337800	TRACTOR	Paul	10/28/80	24,508.89
1	2	MASSEYFERGUSON	300P	9A316310	TRACTOR	Bola	6/18/85	17,825.97
1	1	MASSEYFERGUSON	300E	900702	TRACTOR	SHOP	4/26/84	28,579.34
1	6	MASSEYFERGUSON	40E	51280315	TRACTOR	Ramon	2/13/98	47,500.00
1	7	MASSEYFERGUSON	40E	512800484	TRACTOR	Memo	5/26/93	24,356.25
1	4	MASSEYFERGUSON	40E	512801045	TRACTOR	Paul	4/7/92	16,237.50
1	5	MASSEYFERGUSON	40E	512808840	TRACTOR	Paul	10/1/98	25,000.00
1	9	MASSEYFERGUSON	640	44NR116400234	TRACTOR	JL	8/1/96	47,442.00
1	10	FERREZ	640	44NR116400478	TRACTOR	Jesse	3/1/98	48,400.00
1	11	FERREZ	640	44NR116400728	TRACTOR	Juan	4/1/98	51,017.00
1	12	KUBOTA	B20	72261	TRACTOR	Yard	9/30/96	22,250.00
1	8	FERREZ	640B	44RF0707CHP	TRACTOR	Mario	8/15/90	51,017.00
2	1	TOYOTA	3SDK5	10295	SKD-STEER	Jesse	4/19/90	12,276.00
2	2	TOYOTA	3SDK5	10299	SKD-STEER	Memo	3/28/90	15,557.25
2	3	TOYOTA	3SDK5	10563	SKD-STEER	Ramon	12/29/91	13,248.80
2	4	TOYOTA	3SDK5	10418	SKD-STEER	Juan	7/22/92	19,531.25
2	5	TOYOTA	3SDK5	10849	SKD-STEER	JL	3/10/94	8,893.00
2	6	TOYOTA	3SDK5	10493	SKD-STEER	Paul	10/9/98	9,081.26
2	7	TOYOTA	3SDK5	10143	SKD-STEER	Estasio M.	7/3/97	7,600.00
3	9	MUSTANG	940	3445007	SKD-STEER	Paul	6/17/93	19,536.96
3	10	MUSTANG	940	547262	SKD-STEER	Jacinto	4/1/98	22,000.00
3	11	MUSTANG	2040	SF98F002454	SKD-STEER	Paul	10/15/98	19,990.00
3	12	MUSTANG	2040	SF98F002420	SKD-STEER	Guillermo	7/1/98	18,800.00
3	13	MUSTANG	2000	SE98EQ00562	SKD-STEER	N/A	6/4/98	22,000.00
3	14	MUSTANG	2040	SF98D003015	SKD-STEER	Estasio T.	5/5/98	19,980.00
4	9	BOJAG	120AD	99512	ROLLER	Yard	9/16/91	15,508.00
4	10	VALE	N/A	N/A	FOKROFT	Yard	5/30/91	5,457.00
4	11	JO	401	2344781	TRENCHER	SHOP	1/30/94	4,508.00
4	12	BOJAG	130AD	650124753	ROLLER	Yard	12/20/96	17,505.14
4	13	DITCHWITCH	2500	3K0970	TRENCHER	US	7/1/97	17,500.00
4	14	DITCHWITCH	3700	350939	TRENCHER	Dean	6/30/99	31,600.00
4	15	DITCHWITCH	1820		TRENCHER	Yard		
5	14	BRIDCO	M80RN	8502X643	BACKHOE ATTACH	Masi 2080	6/4/98	9,405.00
5	15	BRIDCO	408N	8406NK8226	BACKHOE ATTACH	Toyola	6/26/98	7,923.00
5	16	BRIDCO	408N	8408NK5474	BACKHOE ATTACH	Toyola	12/15/97	7,923.00
5	5	BRIDCO	408N	8406RX13320	BACKHOE ATTACH	Toyola	5/20/99	8,254.00
5	17	TOYOTA	560BHL	85801064	BACKHOE ATTACH	Toyola	3/30/93	5,359.19
5	18	TOYOTA	BLD	85601076	BACKHOE ATTACH	Toyola	9/29/93	5,245.52
5	19	MUSTANG	M829	35R2CL1607	BACKHOE ATTACH	Masi 940	12/21/95	8,706.20
5	20	TOYOTA	1200	9912560	AUGER ATTACH	Toyola	8/27/92	2,363.10
5	21	TOYOTA	1200E	10912642	AUGER ATTACH	Toyola	3/15/90	2,500.00
5	22	TOYOTA	1200	1013028	AUGER ATTACH	Toyola	4/27/90	1,657.01
5	23	TOYOTA	1200	8013633	AUGER ATTACH	Toyola	N/A	N/A
5	24	MUSTANG			AUGER ATTACH	Masi 2040		
5	26	TOYOTA	14A	390718	TRENCHER	Toyola	2/13/90	2,976.88
5	39	TOYOTA	14	889510	TRENCHER	Toyola	7/23/97	500.00
5	27	TOYOTA	3200	1455	BREAKER	Toyola	2/25/92	7,158.63
5	30	TOYOTA (MURFEL) S4	439500245		SWEEPER ATTACH	Toyola	4/19/90	2,000.00
5	31	MASCHID (MIF)	155L	650110	TILLER		12/15/86	3,175.76
5	33	ALABO (MIF)	SHD74	87214	FLAIL MOWER		3/31/93	3,632.00
5	36	SEAMORE (KUBOTA) L135	11808		TILLER		9/30/96	2,013.00

Prepared by Glenn Bailey 9/5/00

TOWN OF ATHERTON
HOLBROOK LITTLE LEAGUE FIELD
PROJECT 00-004



BIDS DUE AT 3 P.M., THURSDAY AUGUST 31, 2000

ADDENDUM NUMBER 1
ISSUED AUGUST 17, 2000

This addendum (Number 1) makes the following changes in the bid documents for the Holbrook Little League Field, Project 00-003:

BID SCHEDULE: Substitute the enclosed REVISED BID SCHEDULE for the BID SCHEDULE included in the BID FORMS and SPECIAL PROVISIONS PACKAGE.

SPECIAL PROVISIONS: Add the following section 106 to the SPECIAL PROVISIONS

106 - BASIS OF AWARD

The contract, if awarded, shall be awarded to the Responsible Bidder submitting the lowest TOTAL LUMP SUM PRICE for the work, without consideration of the ADD ITEM price bid for sod.

TECHNICAL SPECIFICATIONS: Add the following section 21000 to the TECHNICAL PROVISIONS

The foregoing is a complete list of the bid document changes included in Addendum Number 1, dated February 22, 2000.

Clifford Temps
Atherton Public Works Director/City Engineer

Duane G. Wesson
Chairman

9/7/00

SOD 21000
Holbrook Field
Page 1 of 2

PART 1 - GENERAL

1.1 SCOPE

- A. Delete Hydroseeding
- B. In areas where lawn was to be planted, install in its place, sod.
- C. Related work specified elsewhere:
 - 1. Landscape Soil Preparation - Section 02911
 - 2. Planting - Section 02934
 - 3. Landscape Maintenance - Section 02935

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Sod/Lawn: Shall be minimum 95% purity and 85% germination. Inert matter shall not exceed 2.0% nor weed content 0.00%, with no noxious weeds. Sod type shall be 95% fescue, 5% bluegrass. Sod shall have a well developed root structure sufficiently mature so that it will hold together when held by one end of the roll. Yellowing, brown, diseased, dried, or pest infested sod shall be rejected. Soil thickness of the sod shall be 1/4 inch to 5/8 inch thick excluding top-growth and thatch; top-growth shall be uniformly mowed to 1-1/2 inch to 2 inches; size of rolls or slabs shall be consistent to the suppliers standard length and width and is not to vary by more than 2% in either dimension.

PART 3 - EXECUTION

3.1 GENERAL

- A. Sod Installation: Finish grade to smooth even surface allowing for sod thickness at pavement and other structures to leave the sod one-half inch below the finish grade of adjacent structures. The soil surface shall be sufficiently firm to resist impressions over one-quarter inch deep, and shall be lightly rolled until meeting this firmness. The top six to eight inches of soil shall be watered until this zone has an optimum moisture content for root growth.

Sod shall be laid in rows with staggered ends neatly and tightly butted on all edges. Sod shall be protected from wind and sun exposure during storage with a maximum storage period of twenty-four hours. No overlap, gaps, ripples, or other uneven

SOD 21000
Holbrook Field
Page 2 of 2

pavement will be accepted. Contractor shall lightly roll all sod after installation to insure optimum contact with the soil. Trimming and cutting around structures shall be completed with sharp tools and carefully fitted so the final appearance is a solid continuous turf.

PUBLIC WORKS DEPARTMENT
91 Ashfield Road • Atherton, CA 94027
(650) 752-0570 • Fax (650) 688-6539



**TOWN OF ATHERTON
HOLBROOK LITTLE LEAGUE FIELD
PROJECT 00-004**

PREVIOUS BIDS DATE, 3 P.M., THURSDAY AUGUST 31, 2000

**ADDENDUM NUMBER 2
ISSUED AUGUST 30, 2000**

This addendum (Number 2) revises the bid date for the Holbrook Little League Field, Project 00-004, as follows:

Bids shall be due on Thursday September 7, 2000, at 3 P.M., at which time they will be publically opened and read.

This addendum (Number 2) also deletes the following work from this project:

- All backstop, baseline and outfield chain link fencing
- All backstop post and fence post footings
- All benches

The foregoing is a complete list of the bid document changes included in Addendum Number 2, dated August 30, 2000.

Clifford Temps
Atherton Public Works Director/City Engineer

Duane G. Wasson, Chairman

9/7/00



TOWN OF ATHERTON
91 ASHFIELD ROAD
ATHERTON, CA 94027
(650) 752-0570
FAX (650) 688-6539



TO ALL BID HOLDERS/PLAN HOUSES		FROM CLIFFORD TEMPS	
COMPANY/ATTENTION		DEPARTMENT	Public Works
TELEPHONE		TELEPHONE	(850) 752-0570
FAX		FAX	(650) 688-6539
SUBJECT: ADDENDUM #2 - HOLBROOK LITTLE LEAGUE FIELD - BID CHANGES & EXTENSION			
<input type="checkbox"/> Urgent <input type="checkbox"/> For Review <input type="checkbox"/> Please Comment <input type="checkbox"/> Please Reply <input type="checkbox"/> Per Your Request <input type="checkbox"/> Action Needed			

HOLBROOK LITTLE LEAGUE FIELD

**THIS IS TO ADVISE ALL BID HOLDERS
AND PLAN HOUSES THAT THE
CLOSING DATE AND TIME FOR BIDS
ON THE
HOLBROOK LITTLE LEAGUE FIELD
PROJECT 00-004
HAS BEEN EXTENDED TO**

**THURSDAY, SEPTEMBER 7, 2000
AT
3:00 PM**

**ATTACHED ARE THE CHANGES TO THE
BID DOCUMENTS**

of pages: **TWO (2)** (including this cover page)

Date: 8/30/00

BID BOND

TOWN OF Atherton

HOLBROOK LITTLE LEAGUE FIELD
PROJECT NO. 00-004

KNOW ALL PERSONS BY THESE PRESENTS, that we, JENSEN CORPORATION LANDSCAPE CONTRACTORS, as Bidder, and INSURANCE COMPANY OF THE WEST, as Surety, are held and firmly bound unto the Town of Atherton, in the penal sum of Ten Percent of Total Bid dollars (\$ 10%), lawful money of the United States, which sum is at least ten percent (10%) of the total amount bid by Bidder to the TOWN for the above stated project, for the payment of which sum well and truly made, we bind ourselves, our heirs, executors, administrations, and successors, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above bound Bidder submits a bid to the TOWN for the above referenced project (the terms and conditions of the bid are incorporated by reference); and if said bid is rejected by the TOWN, or if said bid is accepted by the TOWN and the Bidder executes all Contract Documents and provides all required bonds, insurance and schedule, in the time and manner specified in the Town of Atherton Standard Specifications, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect in favor of the TOWN.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the TOWN may accept such Proposal; and said Surety does hereby waive notice of any such extension.

In the event suit is brought upon this bond by the TOWN and judgement is recovered, the surety shall pay all reasonable costs incurred by the TOWN, including reasonable attorney's fees to be fixed by the court.

IN WITNESS WHEREOF, the undersigned represent and warrant that they have the right, power, legal capacity and authority to enter into and execute this document on behalf of the above bounded Bidder and Surety, and have set their names, titles and signatures hereon this 7th day of September, 2000.

BIDDER

JENSEN CORPORATION LANDSCAPE CONTRACTORS

BY [Signature]
Duane G. Wasson, Chairman

10050 N. Elanex Ave.
Cupertino, CA

SURETY
INSURANCE COMPANY OF THE WEST

[Signature]
Attorney-in-Fact

1575 Treat Blvd., #200
Walnut Creek, CA

Notary acknowledgments of Bidder and Surety must be attached.

CALIFORNIA AFFIDAVIT OF ACKNOWLEDGEMENT

NS 1007

State of California

County of Santa Clara

On SEP 07 2000 before me,

Jean L. Neu, Notary Public

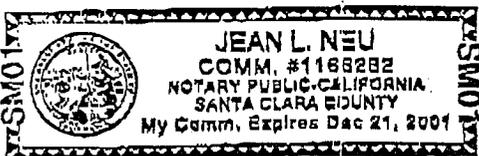
personally appeared Jody A. Johnson

NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

NAME (S) OF SIGNER(S)

personally known to me -OR-

proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.



WITNESS my hand and official seal.

Jean L. Neu
SIGNATURE OF NOTARY

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

- INDIVIDUAL
- CORPORATE OFFICER

TITLE(S)

TITLE OR TYPE OF DOCUMENT

- PARTNER(S) LIMITED
- GENERAL

NUMBER OF PAGES

- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: _____

DATE OF DOCUMENT

SIGNER IS REPRESENTING:

NAME OF PERSON(S) OR ENTITY(IES)

SIGNER(S) OTHER THAN NAMED ABOVE.

Insurance Company of the West

HOME OFFICE: SAN DIEGO, CALIFORNIA

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That INSURANCE COMPANY OF THE WEST, a California Corporation, does hereby appoint:

JODY A. JOHNSON

its true and lawful Attorney(s)-In-Fact, with full power and authority, to execute, on behalf of the Company, fidelity and surety bonds, undertakings, and other contracts of suretyship of a similar nature.

This Power of Attorney is granted and is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors on the 23rd day of February, 1998, which said Resolution has not been amended or rescinded and of which the following is a true copy:

"RESOLVED, that the Chairman of the Board, the President, an Executive Vice President or a Senior Vice President of the Company, and each of them, is hereby authorized to execute Powers of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company, fidelity and surety bonds, undertakings, or other contracts of suretyship of a similar nature; and to attach thereto the seal of the Company; provided however, that the absence of the seal shall not affect the validity of the instrument.

FURTHER RESOLVED, that the signatures of such officers and the seal of the Company, and the signatures of any witnesses, the signatures and seal of any notary, and the signatures of any officers certifying the validity of the Power of Attorney, may be affixed by facsimile."

IN WITNESS WHEREOF, INSURANCE COMPANY OF THE WEST has caused these presents to be signed by its duly authorized officers this 19TH day of MAY 1999.



INSURANCE COMPANY OF THE WEST

[Handwritten Signature]
John L. Hannum, Executive Vice President

STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

SS.

IN WITNESS WHEREOF, the undersigned certify that they are adults, and have witnessed the signing of this instrument by the principal or have witnessed the principal's acknowledgment of the signature on the power of attorney, pursuant to California Probate Code §4121 and 4122.

[Handwritten Signature]
Jenny Fafaul

[Handwritten Signature]
Janis Theodore

CERTIFICATE:

I, John H. Craig, Assistant Secretary of INSURANCE COMPANY OF THE WEST, do hereby certify that the original POWER OF ATTORNEY, of which the foregoing is a true copy, is still in full force and effect, and that this certificate may be signed by facsimile under the authority of the above quoted resolution.

IN WITNESS WHEREOF, I have subscribed my name as Assistant Secretary, on this 7th day of September 2000



INSURANCE COMPANY OF THE WEST

[Handwritten Signature]
John H. Craig, Assistant Secretary

ICW 37

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Santa Clara

On September 7, 2000 before me, Anna Scandalis, Notary Public
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Duane G. Wasson
Name(s) of Signer(s)

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



WITNESS my hand and official seal.

Anna Scandalis
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

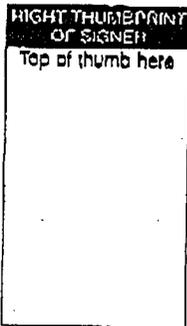
Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

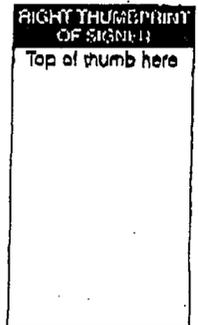
- Individual
- Corporate Officer
Title(s): _____
- Partner — Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing:

Signer's Name: _____

- Individual
- Corporate Officer
Title(s): _____
- Partner — Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing:

EXHIBIT "C"

Maintenance Obligations

- A. Maintenance of the turf area within the Project Area as follows:
- (i) Mowing turf forty-four (44) times per year (minimum), including mowing during the Season not less than weekly;
 - (ii) Application of IBDU fertilizer, every three (3) months based upon soil test requirements (a log of all fertilizers applied shall be maintained showing the date, time and rate of application);
 - (iii) Turf aeration every six (6) months;
 - (iv) General Broadleaf weed control;
 - (v) Monthly checks on the turf sprinkler/irrigation system, with a report delivered to Little League regarding any required maintenance;
 - (vi) Maintenance of the turf sprinkler/irrigation system including, but not limited to, overseeing the programming thereof according to the recommended evapotranspiration rate for the area and subject to the water usage limitations, if any, as specified by Atherton and the replacement of broken sprinkler heads; and
 - (vii) Re-seeding of bare ground and damaged turf areas. Bare ground or damaged turf areas will be re-seeded only when Little League is not using the Project Area ball field for sufficient time to allow for germination and development of the re-seeded area. The parties acknowledge that the Project Area ball field is expected to require a minimum of four (4) weeks for seed to germinate and develop.
- B. Pick-up of trash and other debris not less than bi-weekly during the Season.
- C. Major turf renovation and capital improvements as agreed upon by both parties in writing, when and as needed.