

FIRST AMENDMENT TO THE CONTRACT BETWEEN THE CITY OF CUPERTINO
AND
IMPEC GROUP INC. FOR 2015 JANITORIAL SERVICES (PROJECT NO. 2015-23)

This First Amendment to the Contract between the City of Cupertino and IMPEC Group, Inc. for reference dated January 24, 2017, is by and between the CITY OF CUPERTINO, a municipal corporation (hereinafter "City") and IMPEC Group, Inc. whose address 3350 Scott Blvd. Bldg. 8, Santa Clara, CA 95054, and is made with reference to the following:

RECITALS:

A. On June 16, 2015, a contract was entered into by and between City and Contractor (hereinafter "Contract") for routine janitorial services for various City facilities.

B. City and Contractor desire to modify the Contract on the terms and conditions set forth herein.

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

1. Article 3, paragraph 3.1, of the Contract, "Contract Time" is modified to read as follows:

The Contract Time will commence to run on July 01, 2015. City may give a Notice to Proceed at any time within 30 Days after the Notice of Award. Contractor shall not do any Work at the Site prior to the date on which the Contract Time commences to run.

The term of this contract shall be three (3) years from the start date of the contract. The City shall retain the option to extend the term of the contract on a year-to-year basis not exceeding two (2) years from the expiration date of the original term, for a possible total of five (5) years. Any such renewal after the first three years shall be accomplished by the City providing a written notice of renewal to the Contractor at least 30 days prior to expiration of the term. Any such renewal shall contain the same provisions as the original agreement, including an increase or decrease in material compensation paid to the Contractor based only on the San Francisco Consumer Price Index (CPI-U) for June 2018 as compared to June 2017 and up to \$4200 additional per month for every \$1 increase in minimum wage above \$13.50 per hour.

2. Article 4, paragraph 4.1, of the Contract, "Contract Sum" is modified to read as follows:

City shall pay Contractor the Contract Sum for completion of Work in accordance with Contract Documents as set forth in the completed Schedule of

Bid Prices (Document 00400) for all Work completed in calendar year 2016 (Attachment 1, page 1&2).

Compensation to Contractor for completion of Work performed during the periods below in accordance with Contract Documents and the minimum wage requirement shall be as follows:

- a. From January 1, 2017 to June 30, 2017 (6 months) - \$331,170.96 (Attachment 2, page 3);
- b. From July 1, 2017 to December 31, 2017 (six months) - \$341,122.14 (Attachment 3, page 4);
- c. From January 1, 2018 to June 30, 2018 (six months) - \$379,250.96 (Attachment 4, page 5).

The time periods of July 1, 2017 through June 30, 2018 include a fixed price adjustment of 3%. No additional price adjustment will occur as a result of a change the San Francisco CPI-U through June 30, 2018.

3. The above changes were substantially due to Ordinance No. 215, enacted by the Cupertino City Council on October 4, 2016, wherein the minimum wage was increased from \$10.50/hour to \$12.00/hour beginning on January 1, 2017, and increasing again to \$13.50/hour on January 1, 2018.
4. Except as expressly modified herein, all other terms and covenants set forth in the Contract shall remain the same and shall be in full force and effect.

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

CONTRACTOR

By: 

Title PRESIDENT and CEO

Date 01/27/17

CITY OF CUPERTINO

A Municipal Corporation

By: 

Title Director of Public Works

APPROVED AS TO FORM:

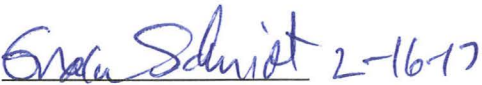

City Attorney

RECOMMENDED FOR APPROVAL:

By: 

Title Assistant Director of Public Works

ATTEST:


City Clerk

PO 2017. 215

Attachment 1

Contract Price July 2015 – December 2016 (Per Contractor submitted Schedule of Bid Prices Document 00400)

ITEM	DESCRIPTION	UNIT	EST QTY	Unit Price/Mon.	Total/year
2015 JANITORIAL SERVICES					
1	Street Side containers	\$	12 Months	\$ 713.66 /Mon.	\$ 8,563.92
2	Blackberry Farm/Retreat Building	\$	12 Months	\$ 2,854.64 /Mon.	\$ 34,255.70
3	City Hall Building	\$	12 Months	\$ 4,400.91 /Mon.	\$ 52,810.87
4	Community Hall Building	\$	12 Months	\$ 1,427.32 /Mon.	\$ 17,127.85
5	Creeside Park Building	\$	12 Months	\$ 713.66 /Mon.	\$ 8,563.92
6	McClellan Ranch Environmental Education Center	\$	12 Months	\$ 1,784.15 /Mon.	\$ 21,409.81
7	Golf Course Restrooms	\$	12 Months	\$ 237.89 /Mon.	\$ 2,854.64
8	Library Building	\$	12 Months	\$ 8,563.92 /Mon.	\$ 102,767.10
9	McClellan Ranch Building & Museum	\$	12 Months	\$ 237.89 /Mon.	\$ 2,854.64
10	Monta Vista Recreation & Pre School Buildings	\$	12 Months	\$ 2,022.04 /Mon.	\$ 24,264.45
11	Park Restrooms	\$	12 Months	\$ 1,784.15 /Mon.	\$ 21,409.81
12	Portal Park Building	\$	12 Months	\$ 237.89 /Mon.	\$ 2,854.64

Attachment 1

Contract Price July 2015 – December 2016 (Per Contractor submitted Schedule of Bid Prices Document 00400) continued

13	Quinlan Community Center/History Museum Building	\$	12 Months	\$ 6,422.94 /Mon.	\$ 77,075.32
14	Senior Center Building	\$	12 Months	\$ 3,330.42 /Mon.	\$ 39,964.98
15	Service Center Building	\$	12 Months	\$ 1,665.21 /Mon.	\$ 19,982.49
16	Sports Center Building	\$	12 Months	\$ 5,233.51 /Mon.	\$ 62,802.12
17	Wilson Park Building	\$	12 Months	\$ 832.60 /Mon.	\$ 9,991.25
18	M-F Day Porter	\$	12 Months	\$ 4,757.74 /Mon.	\$ 57,092.83
19	Call Back For Unscheduled or Emergency Cleaning (2 hours per month)	\$	12 Months	\$ 70 /Mon.	\$ 840.00
20	Unscheduled Carpet Cleaning (50 square feet per month)	\$	12 Months	\$ 200 /Mon.	\$ 2,400.00
TOTAL/ YEAR:\$					569,886.36
Alt. No. 1	Sa-Su Day Porter	\$	12 Months	\$ 1,868.53 /Mon.	\$ 22,422.40

Total Annual Amount: \$592,308.75 (monthly \$49,359.06)

Attachment 2: Contract Price January 2017 – June 2017 (inclusive of \$12.00/hour minimum wage)

ITEM	DESCRIPTION	UNIT	EST QTY	Unit Price/Mon.	Total/6mon.
JANUARY 2017 – JUNE 2017 JANITORIAL SERVICES					
1	Street Side containers	\$	6 Months	\$ _798.04_/Mon.	\$ _4,788.24____
2	Blackberry Farm/Retreat Building	\$	6 Months	\$ _3,192.17_/Mon.	\$ _19,153.02____
3	City Hall Building	\$	6 Months	\$ _4,921.26_/Mon.	\$ _29,527.56____
4	Community Hall Building	\$	6 Months	\$ _1,596.08_/Mon.	\$ _9,576.48____
5	Creekside Park Building	\$	6 Months	\$ _798.04_/Mon.	\$ _4,788.24____
6	McClellan Ranch Environmental Education Center	\$	6 Months	\$ _1,995.10_/Mon.	\$ _11,970.60____
7	Golf Course Restrooms	\$	6 Months	\$ _266.02_/Mon.	\$ _1,596.12____
8	Library Building	\$	6 Months	\$ _9,576.50_/Mon.	\$ _57,459.00____
9	McClellan Ranch Building & Museum	\$	6 Months	\$ _266.02_/Mon.	\$ _1,596.12____
10	Monta Vista Recreation & Pre School Buildings	\$	6 Months	\$ _2,261.12_/Mon.	\$ _13,566.72____
11	Park Restrooms	\$	6 Months	\$ _1,995.10_/Mon.	\$ _11,970.60____
12	Portal Park Building	\$	6 Months	\$ _266.02_/Mon.	\$ _1,596.12____
13	Quinlan Community Center/History Museum Building	\$	6 Months	\$ _7,182.37_/Mon.	\$ _43,094.22____
14	Senior Center Building	\$	6 Months	\$ _3,724.20_/Mon.	\$ _22,345.20____
15	Service Center Building	\$	6 Months	\$ _1,862.10_/Mon.	\$ _11,172.60____
16	Sports Center Building	\$	6 Months	\$ _5,852.31_/Mon.	\$ _35,113.86____
17	Wilson Park Building	\$	6 Months	\$ _931.04_/Mon.	\$ _5,586.24____
18	M-F Day Porter	\$	6 Months	\$ _5,320.28_/Mon.	\$ _31,921.68____
19	Call Back For Unscheduled or Emergency Cleaning (2 hours per month)	\$	6 Months	\$ _78.28_/Mon.	\$ _469.68____
20	Unscheduled Carpet Cleaning (50 square feet per month)	\$	6 Months	\$ _223.65_/Mon.	\$ _1,341.90____
TOTAL/ YEAR:\$					
Alt. No. 1	Sa-Su Day Porter	\$	6 Months	\$ _2,089.46_/Mon.	\$ _12,536.76____

6 Month Total Amount: \$331,170.96 (monthly \$55,195.16)

Attachment 3: Contract Price July 2017 – December 2017 (inclusive of \$12.00/hour minimum wage and 3% CPI increase)

ITEM	DESCRIPTION	UNIT	EST QTY	Unit Price/Mon.	Total/6mon.
JULY 2017 – DECEMBER 2017 JANITORIAL SERVICES					
1	Street Side containers	\$	6 Months	\$_822.02_/Mon.	\$_4,932.12____
2	Blackberry Farm/Retreat Building	\$	6 Months	\$_3,288.09_/Mon.	\$_19,728.54____
3	City Hall Building	\$	6 Months	\$_5,069.14_/Mon.	\$_30,414.84____
4	Community Hall Building	\$	6 Months	\$_1,644.04_/Mon.	\$_9,864.24____
5	Creekside Park Building	\$	6 Months	\$_822.02_/Mon.	\$_4,932.12____
6	McClellan Ranch Environmental Education Center	\$	6 Months	\$_2,055.05___/Mon.	\$_12,330.30____
7	Golf Course Restrooms	\$	6 Months	\$_274.01_/Mon.	\$_1,644.06____
8	Library Building	\$	6 Months	\$_9,864.26___/Mon.	\$_59,185.56____
9	McClellan Ranch Building & Museum	\$	6 Months	\$_274.01_/Mon.	\$_1,644.06____
10	Monta Vista Recreation & Pre School Buildings	\$	6 Months	\$_2,329.06___/Mon.	\$_13,974.36____
11	Park Restrooms	\$	6 Months	\$_2,055.05___/Mon.	\$_12,330.03____
12	Portal Park Building	\$	6 Months	\$_274.01_/Mon.	\$_1,644.06____
13	Quinlan Community Center/History Museum Building	\$	6 Months	\$_7,398.19___/Mon.	\$_44,389.14____
14	Senior Center Building	\$	6 Months	\$_3,836.11___/Mon.	\$_23,016.66____
15	Service Center Building	\$	6 Months	\$_1,918.05___/Mon.	\$_11,508.83____
16	Sports Center Building	\$	6 Months	\$_6,028.16___/Mon.	\$_36,168.96____
17	Wilson Park Building	\$	6 Months	\$_959.02_/Mon.	\$_5,754.12____
18	M-F Day Porter	\$	6 Months	\$_5,480.15___/Mon.	\$_32,880.09____
19	Call Back For Unscheduled or Emergency Cleaning (2 hours per month)	\$	6 Months	\$_80.63___/Mon.	\$_483.78____
20	Unscheduled Carpet Cleaning (50 square feet per month)	\$	6 Months	\$_230.37_/Mon.	\$_1,382.22____
TOTAL/ YEAR:\$					
Alt. No. 1	Sa-Su Day Porter	\$	6 Months	\$_2,152.25___/Mon.	\$_12,913.50____

6 Months Total Amount: \$341,122.14 (monthly \$56,853.69)

Attachment 4: Contract price from January 2018- June 2018 (inclusive of \$13.50/hour minimum wage and no additional CPI increase)

ITEM	DESCRIPTION	UNIT	EST QTY	Unit Price/Mon.	Total/6mon.
JANUARY 2018 – JUNE 2018 JANITORIAL SERVICES					
1	Street Side containers	\$	6 Months	\$ 913.90 /Mon.	\$ 5,483.40
2	Blackberry Farm/Retreat Building	\$	6 Months	\$ 3,655.61 /Mon.	\$ 21,933.66
3	City Hall Building	\$	6 Months	\$ 5,635.74 /Mon.	\$ 33,814.44
4	Community Hall Building	\$	6 Months	\$ 1,827.80 /Mon.	\$ 10,966.83
5	Creekside Park Building	\$	6 Months	\$ 913.90 /Mon.	\$ 5,483.41
6	McClellan Ranch Environmental Education Center	\$	6 Months	\$ 2,284.76 /Mon.	\$ 13,708.54
7	Golf Course Restrooms	\$	6 Months	\$ 304.64 /Mon.	\$ 1,827.83
8	Library Building	\$	6 Months	\$ 10,966.83 /Mon.	\$ 65,800.97
9	McClellan Ranch Building & Museum	\$	6 Months	\$ 304.64 /Mon.	\$ 1,827.83
10	Monta Vista Recreation & Pre School Buildings	\$	6 Months	\$ 2,589.39 /Mon.	\$ 15,536.37
11	Park Restrooms	\$	6 Months	\$ 2,284.76 /Mon.	\$ 13,708.54
12	Portal Park Building	\$	6 Months	\$ 304.64 /Mon.	\$ 1,827.83
13	Quinlan Community Center/History Museum Building	\$	6 Months	\$ 8,255.12 /Mon.	\$ 49,350.73
14	Senior Center Building	\$	6 Months	\$ 4,264.89 /Mon.	\$ 25,589.32
15	Service Center Building	\$	6 Months	\$ 2,132.44 /Mon.	\$ 12,794.66
16	Sports Center Building	\$	6 Months	\$ 6,701.96 /Mon.	\$ 40,211.73
17	Wilson Park Building	\$	6 Months	\$ 1,066.22 /Mon.	\$ 6,397.29
18	M-F Day Porter	\$	6 Months	\$ 6,092.69 /Mon.	\$ 36,556.15
19	Call Back For Unscheduled or Emergency Cleaning (2 hours per month)	\$	6 Months	\$ 89.64 /Mon.	\$ 537.85
20	Unscheduled Carpet Cleaning (50 square feet per month)	\$	6 Months	\$ 256.12 /Mon.	\$ 1,536.70
TOTAL/ YEAR:\$					
Alt. No. 1	Sa-Su Day Porter	\$	6 Months	\$ 2,392.81 /Mon.	\$ 14,356.87

6 Month Total Amount: \$379,250.96 (monthly \$63,208.49)

DOCUMENT 00520

CONTRACT

THIS CONTRACT, dated this 6th day of Aug, 2015, by and between **IMPEC Group, Inc.** whose place of business is located at 3350 Scott Boulevard, Building #8, Santa Clara, CA, 95054 ("Contractor"), and the CITY OF CUPERTINO, a Municipal Corporation of the State of California ("City") acting under and by virtue of the authority vested in the City by the laws of the State of California.

WHEREAS, City, on the 16th day of June, 2015 awarded to Contractor the following Project:

**PROJECT NUMBER 2015-23
2015 JANITORIAL SERVICES**

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

ARTICLE 1. WORK

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

ARTICLE 2. AGENCY AND NOTICES TO CITY

- 2.1 City has designated Roger Lee, Assistant Director of Public Works to act as City's Authorized Representative(s), who will represent City in performing City's duties and responsibilities and exercising City's rights and authorities in Contract Documents. City may change the individual(s) acting as City's Authorized Representative(s), or delegate one or more specific functions to one or more specific City's Representatives, including without limitation engineering, architectural, inspection and general administrative functions, at any time with notice and without liability to Contractor. Each City's Representative is the beneficiary of all Contractor obligations to City, including without limitation, all releases and indemnities.
- 2.2 All notices or demands to City under the Contract Documents shall be to City's Authorized Representative at: 10555 Mary Avenue, Cupertino, California 95014 or to such other person(s) and address(es) as City shall provide to Contractor.

ARTICLE 3. CONTRACT TIME AND LIQUIDATED DAMAGES

3.1 Contract Time.

The Contract Time will commence to run on July 01, 2015. City may give a Notice to Proceed at any time within 30 Days after the Notice of Award. Contractor shall not do any Work at the Site prior to the date on which the Contract Time commences to run.

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

3.2 Liquidated Damages.

City and Contractor recognize that time is of the essence of this Contract and that City will suffer inefficiency in the form of lost production expenses (such as project management and consultant expenses), if all or any part of the Work is not completed within the times specified above, plus any extensions thereof allowed in accordance with the Contract Documents. Consistent with Document 00700 (General

Conditions), Contractor and City agree that because of the nature of the Project, it would be impractical or extremely difficult to fix the amount of actual damages incurred by City because of a delay in completion of all or any part of the Work. Accordingly, City and Contractor agree that as liquidated damages for delay Contractor shall pay City:

- 3.2.1 The CONTRACTOR shall diligently prosecute the work to completion as scheduled in the Technical Provisions. The Contractor further understands that he shall pay to the City of Cupertino One Hundred Fifty Dollars (\$150.00) per day, for each and every occurrence that a service item (task as specified in the Technical Provisions) is not completed within the required times per facility. The Contractor further understand that he shall pay to the City of Cupertino One Thousand Dollars (\$1000.00) per day, for each and every occurrence were all the services at a facility were not completed within the required times per facility. This does not relieve the Contractor from his responsibilities of completing the required services that were not completed as scheduled. Any service not completed as scheduled shall be completed as soon as possible and at the Contractor's expense.

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

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

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

ARTICLE 4. CONTRACT SUM

- 4.1 City shall pay Contractor the Contract Sum for completion of Work in accordance with Contract Documents as set forth in the completed Schedule of Bid Prices (Document 00400)

ARTICLE 5. CONTRACTOR'S REPRESENTATIONS

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

- 5.1 Contractor has visited the various City owned buildings and other locations requiring janitorial services and has examined thoroughly and understood the nature and extent of the Contract Documents, Work, Site, locality, actual conditions, as-built conditions, and all local conditions, and federal, state and local laws and regulations that in any manner may affect cost, progress, performance or furnishing of Work or which relate to any aspect of the means, methods, techniques, sequences or procedures of construction to be employed by Contractor and safety precautions and programs incident thereto.
- 5.2 Contractor has examined thoroughly and understood all reports of exploration and tests of subsurface conditions, as-built drawings, drawings, products specifications or reports, available for Bidding purposes, of physical conditions, including Underground Facilities, which are identified in Document 00320 (Geotechnical Data, Hazardous Materials Surveys and Existing Conditions), or which may appear in the Drawings. Contractor accepts the determination set forth in these Documents and Document 00700 (General Conditions) of the limited extent of the information contained in such materials upon which Contractor may be entitled to rely. Contractor agrees that except for the information so identified, Contractor does not and shall not rely on any other information contained in such reports and drawings.
- 5.3 Contractor has conducted or obtained and has understood all such examinations, investigations, explorations, tests, reports and studies (in addition to or to supplement those referred to in Section 5.2 of this Document 00520) that pertain to the subsurface conditions, as-built conditions, underground facilities, and all other physical conditions at or contiguous to the Site or otherwise that may affect the cost, progress, performance

or furnishing of Work, as Contractor considers necessary for the performance or furnishing of Work at the Contract Sum, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of Document 00700 (General Conditions); and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by Contractor for such purposes.

- 5.4 Contractor has correlated its knowledge and the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.
- 5.5 Contractor has given City prompt written notice of all conflicts, errors, ambiguities, or discrepancies that it has discovered in or among the Contract Documents and as-built drawings and actual conditions and the written resolution thereof through Addenda issued by City is acceptable to Contractor.
- 5.6 Contractor is duly organized, existing and in good standing under applicable state law, and is duly qualified to conduct business in the State of California.
- 5.7 Contractor has duly authorized the execution, delivery and performance of this Contract, the other Contract Documents and the Work to be performed herein. The Contract Documents do not violate or create a default under any instrument, contract, order or decree binding on Contractor.
- 5.8 Contractor has listed Subcontractors pursuant to the Subcontractor Listing Law, California Public Contracting Code §4100 *et seq.* in document 00340 (Subcontractors List)

ARTICLE 6. CONTRACT DOCUMENTS

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

- Document 00400 Bid Form
- Document 00411 Bond Accompanying Bid
- Document 00430 Subcontractors List
- Document 00450 Statement of Qualifications
- Document 00455 Insurance
- Document 00457 Proposed Staffing Schedule
- Document 00460 Schedule of Major Equipment and Materials Suppliers
- Document 00481 Non-Collusion Affidavit
- Document 00482 Bidder Certifications
- Document 00505 Notice of Intent to Award
- Document 00510 Notice of Award
- Document 00520 Contract
- Document 00530 Insurance Forms
- Document 00550 Notice to Proceed
- Document 00610 Construction Performance Bond
- Document 00630 Guaranty
- Document 00650 Agreement and Release of Any and All Claims
- Document 00660 Substitution Request Form
- Document 00680 Escrow Agreement for Security Deposit in Lieu of Retention
- Document 00700 General Conditions
- Document 00800 Special Conditions
- Document 00821 Insurance
- Document 00822 Apprenticeship Program
- Document 00850 Technical Conditions
- Addenda(s)

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

ARTICLE 7. MISCELLANEOUS

- 7.1 Terms used in this Contract are defined in Document 00700 (General Conditions) and will have the meaning indicated therein.
- 7.2 It is understood and agreed that in no instance are the persons signing this Contract for or on behalf of City or acting as an employee, agent, or representative of City, liable on this Contract or any of the Contract Documents, or upon any warranty of authority, or otherwise, and it is further understood and agreed that liability of the City is limited and confined to such liability as authorized or imposed by the Contract Documents or applicable law.
- 7.3 Contractor shall not assign any portion of the Contract Documents, and may subcontract portions of the Contract Documents only in compliance with the Subcontractor Listing Law, California Public Contracting Code §4100 *et seq.*
- 7.4 The Contract Sum includes all allowances (if any).
- 7.5 In entering into a public works contract or a subcontract to supply goods, services or materials pursuant to a public works contract, Contractor or Subcontractor offers and agrees to assign to the awarding body all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. §15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time City tenders final payment to Contractor, without further acknowledgment by the parties.
- 7.6 Should any part, term or provision of this Contract or any of the Contract Documents, or any document required herein or therein to be executed or delivered, be declared invalid, void or unenforceable, all remaining parts, terms and provisions shall remain in full force and effect and shall in no way be invalidated, impaired or affected thereby. If the provisions of any law causing such invalidity, illegality or unenforceability may be waived, they are hereby waived to the end that this Contract and the Contract Documents may be deemed valid and binding contracts, enforceable in accordance with their terms to the greatest extent permitted by applicable law. In the event any provision not otherwise included in the Contract Documents is required to be included by any applicable law, that provision is deemed included herein by this reference (or, if such provision is required to be included in any particular portion of the Contract Documents, that provision is deemed included in that portion).
- 7.7 This Contract and the Contract Documents shall be deemed to have been entered into in the County of Santa Clara, State of California, and governed in all respects by California law (excluding choice of law rules). The exclusive venue for all disputes or litigation hereunder shall be in Santa Clara County. Both parties hereby waive their rights under California Code of Civil Procedure Section 394 to file a motion to transfer any action or proceeding arising out of the Contract Documents to another venue. Contractor accepts the Claims Procedure in Document 00700, Article 12, established under the California Government Code, Title 1, Division 3.6, Part 3, and Chapter 5.
- 7.8 Contractor and all subcontractors shall comply with the Uniform Administrative Requirements for State and Local Governments set forth in the Code of Federal Regulations (CFR), Title 49, and Part 18. In addition, the Contractor agrees to comply with the cost principles and procedures set forth in Office of Management and Budget Circular A-87. The Contractor agrees that a reference to either Office of Management and Budget (OMB) Circular A-87 of the Code of Federal Regulations, Title 49, Chapter 1, Part 31, whichever is applicable, and the Code of Federal Regulations, Title 49, Part 18, will be included in any subcontracts entered into as a result of this contract.

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

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2015 CONTRACTUAL JANITORIAL SERVICES

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

CONTRACTOR:
IMPEC Group, Inc.

Attest:

Kristen Squarcia
For City Clerk: Grace Schmidt

Approved as to form by City Attorney:

[Signature]
City Attorney:

I hereby certify, under penalty of perjury, that David Brandt, City Manager of the City of Cupertino was duly authorized to execute this document on behalf of the City of Cupertino by a majority vote of the City Council on:

^{AK}
Dated: 08/08/15

for *David Brandt*
David Brandt, City Manager of the City of Cupertino, a
Municipal Corporation of the State of California

Designated Representative:

Name: Roger S. Lee
Title: Assistant Director of Public Works
Address: 10555 Mary Ave., Cupertino, CA 95014

Phone: 408-777-3350
Facsimile: 408-777-3399

AMOUNT: \$592,308.76
ACCOUNT NUMBERS:
FILE NO.:

By: *[Signature]*
[Signature]

Raffy Espiritu

[Please print name here]

Title: **President & CEO**
[If Corporation: Chairman, President, or Vice President]

By: *[Signature]*
[Signature]

Jason Fang

[Please print name here]

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

822068

B C61/D63 C33 C10

State Contractor's License No. Classification

07/31/2017

Expiration Date

Taxpayer ID No. 77-050-7560

Name: Jason Fang
Title: Secretary/Admin Manager
Address: 3350 Scott Blvd. Bldg. 8, Santa Clara, CA 95054

408-330-9350
Phone: 408-330-9356
Facsimile:

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

END OF DOCUMENT

Distribution list

Payee: Impec Group
3350 Scott Blvd. Bldg. 8
Santa Clara, CA 95054

SITE	ACCOUNT NO.	MONTHLY	ANNUALLY
Park Restrooms	100-87-840 700-702	1784.15	21409.81
Bus Stops	100-86-824 700-702	713.66	8563.92
City Hall	100-87-827 700-702	4670.91	56050.92
Library	100-87-828 700-702	15190.19	182282.3
Service center	100-87-829 700-702	1665.21	19982.49
Quinlan Center	100-87-830 700-702	6422.94	77075.32
Senior Center	100-87-831 700-702	3330.42	39964.98
McClellan	100-87-832 700-702	2022.04	24264.45
Monta Vista	100-87-833 700-702	2022.04	24264.45
Wilson Park	100-87-834 700-702	832.60	9991.25
Portal park	100-87-835 700-702	237.89	2854.64
Creekside Park	100-87-837 700-702	713.66	8563.92
Community Hall	100-87-838 700-702	1427.32	17127.85
Teen Center	100-87-839 700-702	1742.80	20913.60
Sports Center	570-87-836 700-702	3490.71	41888.52
BBF/Retreat Ctr	100-87-841 700-702	2854.64	34255.70
Golf Course	560-63-616 700-702	237.89	2854.64
	TOTAL	49359.07	592308.76

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Sacramento)

On July 8, 2015 before me, Susan Fournier, Notary Public
(insert name and title of the officer)

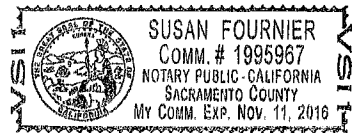
personally appeared Ryan Tash,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s)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

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

WITNESS my hand and official seal.

Signature [Signature]

(Seal)



PLATTE RIVER INSURANCE COMPANY
POWER OF ATTORNEY

41322845

KNOW ALL MEN BY THESE PRESENTS, That the **PLATTE RIVER INSURANCE COMPANY**, a corporation of the State of Nebraska, having its principal offices in the City of Middleton, Wisconsin, does make, constitute and appoint

-----JOHN T. PAGE; RYAN TASH; CHRISTINE STRADFORD-----

its true and lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf, as surety, and as its act and deed, any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of

-----WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED: \$20,000,000.00-----

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of **PLATTE RIVER INSURANCE COMPANY** at a meeting duly called and held on the 8th day of January, 2002.

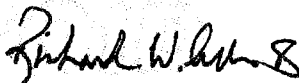
"RESOLVED, that the President, and Vice-President, the Secretary or Treasurer, acting individually or otherwise, be and they hereby are granted the power and authorization to appoint by a Power of Attorney for the purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, one or more vice-presidents, assistant secretaries and attorney(s)-in-fact, each appointee to have the powers and duties usual to such offices to the business of the company; the signature of such officers and the seal of the Corporation may be affixed to such power of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Corporation in the future with respect to any bond or undertaking or other writing obligatory in the nature thereof to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any of said officers, at any time."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

IN WITNESS WHEREOF, the **PLATTE RIVER INSURANCE COMPANY** has caused these presents to be signed by its officer undersigned and its corporate seal to be hereto affixed duly attested, this 8th day of January, 2014.

Attest:



Richard W. Allen III
President
Surety & Fidelity Operations



PLATTE RIVER INSURANCE COMPANY



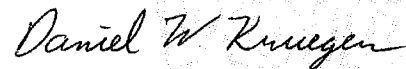
Stephen J. Sills
CEO & President

STATE OF WISCONSIN } S.S.:
COUNTY OF DANE

On the 8th day of January, 2014 before me personally came Stephen J. Sills, to me known, who being by me duly sworn, did depose and say: that he resides in the County of New York, State of New York; that he is President of **PLATTE RIVER INSURANCE COMPANY**, the corporation described herein and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.



CERTIFICATE



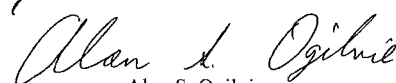
Daniel W. Krueger
Notary Public, Dane Co., WI
My Commission Is Permanent

STATE OF WISCONSIN } S.S.:
COUNTY OF DANE

I, the undersigned, duly elected to the office stated below, now the incumbent in **PLATTE RIVER INSURANCE COMPANY**, a Nebraska Corporation, authorized to make this certificate, **DO HEREBY CERTIFY** that the foregoing attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Middleton, State of Wisconsin this 8th day of July, 2015.





Alan S. Ogilvie
Secretary

PLATTE RIVER INSURANCE COMPANY

Mailing Address: P.O. Box 5900 Madison WI 53705-0900

**CALIFORNIA
BUSINESS SERVICE BOND**

Bond Number A270044423

Limit of Liability \$50,000.00

Deductible N/A

In consideration of an agreed premium, PLATTE RIVER INSURANCE COMPANY, a corporation organized under the laws of the State of Nebraska and duly authorized to transact business in California (hereinafter called "Surety"), hereby agrees to indemnify Impec Group, Inc. of, Santa Clara, CA (hereinafter called Insured), against loss of money or other property, real or personal, from the premises of any and all clients (hereinafter called "Client") to its services, or in which the Client has a pecuniary interest, or for which the Client is legally liable, which the Client shall sustain as the result of any fraudulent or dishonest act, as hereinafter defined, of an Employee or Employees of the Insured acting alone or in collusion with others, and for which the Insured is liable, the aggregate amount of indemnity on all Employees being Fifty Thousand and 00/100 dollars (\$50,000.00),

Clients means any third person or entity that has contracted for the services of the Insured's Employees on the premises of the client, and shall include:

☒ All Clients of the Insured.

OR

☐ Only the following Client:

Name:

Address:

By acceptance of this bond or policy, you give us notice canceling prior insurance or bond numbers; . Cancellation to become effective at the time this bond or policy becomes effective

THE FOREGOING AGREEMENT IS SUBJECT TO THE FOLLOWING CONDITIONS AND LIMITATIONS:

SECTION 1: TERM OF BOND

The term of this bond begins with the 8th (day of) July, 2015 (year), standard time at the address of the Insured above given, and ends at 12:00 A.M. standard time, on the effective date of the cancellation of this bond in this entirety.

SECTION 2: DISCOVERY PERIOD

Loss is covered under this bond only (a) if sustained through any act or acts committed by any Employee of Insured while this bond is in force as to such employee, and (b) if discovered prior to the expiration or, termination or cancellation of this bond in its entirety as provided in Section 14, or whichever shall first happen.

SECTION 3: LIMIT OF LIABILITY

The most the Surety will pay for loss for any one occurrence is the Limit of Liability shown above.

SECTION 4: DEDUCTIBLE

We will not indemnify for any loss unless the amount of loss exceeds the Deductible Amount shown above. We will then indemnify the Insured for the amount of loss in excess of the Deductible Amount up to the Limit of Liability shown above.

CALIFORNIA BUSINESS SERVICE BOND (con't)

SECTION 5: DEFINITION OF EMPLOYEE

The word Employee or Employees, as used in this bond means any persons (except in the case of a corporation, directors or trustees of the Insured who are not also officers or employees of the Insured) in the regular service of the Insured in the ordinary course of the Insured's business during the term of this bond, and whom the Insured compensates by salary or wages and over which the Insured has control, and who are engaged in such service within any of the States of the United States of America and the District of Columbia. Employee or employees shall also mean the owner(s) of the named insured. Employee or Employees does not include brokers, factors, commission merchants, consignees, contractors, consultants or other agents or representatives of the same general character.

SECTION 6: FRAUDULENT OR DISHONEST ACT

A fraudulent or dishonest act of an employee of the insured shall mean an act causing a loss to the Client during the time the Employee is engaged in services while on the premises of the Client which is punishable under the criminal code in the jurisdiction within which act occurred, for which said employee is tried and convicted by a court of proper jurisdiction.

SECTION 7: DEFINITION OF OCCURENCE

Occurrence means all loss(es) caused by or involving one or more Employees whether the result of a single act or a series of acts without regard to the number of Clients involved.

SECTION 8: MERGER OR CONSOLIDATION

If any persons shall be taken into the regular service of the Insured as an Employee through merger or consolidation with some other concern, then the Insured shall give the Surety written notice thereof and shall pay an additional premium as a result of such merger or consolidation computed pro rata from the date of such merger or consolidation to the end of the current premium period.

SECTION 9: NON-ACCUMULATION OF LIABILITY

Regardless of the number of years this bond shall continue in force and the number of premiums which shall be payable or paid, the liability of Surety under this bond shall not be cumulative in the amount from year to year or from period to period.

SECTION 10: LIMIT OF LIABILITY UNDER THIS BOND AND PRIOR INSURANCE:

With respect to loss or losses caused by an Employee or which are chargeable to such Employee as provided in SECTION 6 and which occur partly under this bond and partly under other bonds or policies issued by the Surety to the Insured or to any predecessor in interest of the Insured and terminated or cancelled or allowed to expire and in which the period for discovery has not expired at the time any such loss or losses thereunder are discovered, the total liability of the Surety under this bond and under such other bonds or policies shall not exceed, in the aggregate, the amount carried under this bond on such loss or losses or the amount available to the Insured under such other bonds or policies, as limited by the terms and conditions thereof, for any such loss or losses, if the latter amount be the larger.

SECTION 11: SALVAGE

If the Insured shall sustain any loss or losses covered by this bond which exceed the amount of coverage provided by this bond, then the Insured shall be entitled to all recoveries, except from suretyship, insurance, reinsurance or other security and indemnity taken by or for the benefit of the Surety, by whomsoever made on account of such loss or losses under this bond until fully reimbursed, less the actual cost of effecting the same, and any remainder shall be applied to the reimbursement of the Surety.

**CALIFORNIA
BUSINESS SERVICE BOND (con't)**

SECTION 12: TRANSFER OF RIGHTS OF RECOVERY

The Insured, as a condition to coverage under this bond, must transfer to the Surety all rights of recovery, to the extent that a loss is paid by a company against any person or organization for any loss the Insured sustains and for which Surety has paid or settled a claim. The Insured must also do everything necessary to secure those rights and do nothing after loss to impair them.

SECTION 13: CANCELLATION AS TO ANY EMPLOYEE

This bond shall be deemed cancelled as to any Employee: (a) Immediately upon discovery by the Insured, or by any partner or officer thereof not in collusion with such Employee, of any fraudulent or dishonest act on the part of such Employee; or (b) at 12:00 AM standard time, upon the effective date specified in a written notice from the Surety which served upon the Insured or sent by mail. The effective date of such notice shall not be less than ten days from the date of service, or less than fifteen days from the date of mailing. The mailing by Surety of notice, as aforesaid, to the Insured at its principal office shall be sufficient proof of notice.

SECTION 14: CANCELLATION AS TO BOND IN ITS ENTIRETY

This bond shall be deemed cancelled in its entirety at 12:00 AM standard time, upon the effective date specified in a written notice served by the Insured upon the Surety or by the Surety upon the Insured, or sent by email. The effective date of such notice shall not be less than ten days from the date of service, or less than fifteen days from the date of mailing. The mailing by the Surety of notice, as aforesaid, to the Insured at its principal office shall be sufficient proof of notice. The Surety shall refund to the Insured the unearned premium computed pro rata if this bond be cancelled at the instance of the Surety, or at short rate if cancelled or reduced at the instance of the Insured.

SECTION 15: PRIOR FRAUD, DISHONESTY OR CANCELLATION

To the best of the knowledge of the Insured, no Employee nor any partner or officer of the Insured has committed any fraudulent or dishonest act in the service of the Insured or otherwise. If prior to the issuance of this bond, any fidelity insurance in favor of the Insured or any predecessor in interest of the Insured and covering one or more of the Insured's employees shall have been cancelled as to any of such employees by reason of (a) the discovery of any fraudulent or dishonest act on the part of such employees, or (b) the giving of written notice of cancellation by the insurer issuing said fidelity insurance, whether the Surety or not, and if such employees shall not have been reinstated under the coverage of said fidelity insurance or superseding fidelity insurance, then the Surety shall not be liable under this bond on account of such employees unless the Surety shall agree in writing to include such employees within the coverage of this bond.

SECTION 16: LOSS NOTICE PROOF LEGAL PROCEEDINGS

As soon as practicable, and in no event later than fifteen days after discovery of any fraudulent or dishonest act on the part of any Employee by the Insured shall send written notice thereof to the Surety and within 120 days after such discovery shall file with the Surety affirmative proof of loss itemized and duly sworn to. Upon request of the Surety the Insured shall render every assistance, not pecuniary, to facilitate the investigation and adjustment of any loss. No suit to recover on account of loss under this bond shall be brought before the expiration of 60 days from the filing of proof as aforesaid on account of such loss, nor after the expiration of 450 days from the discovery as aforesaid of the fraudulent or dishonest act causing such loss. If any limitation in this bond for giving notice, filing claim or bringing suit is prohibited or made void by any law controlling the construction of this bond, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

Signed, Sealed and Dated July 8, 2015.

BY: 

Signature of Attorney-In-Fact

Ryan L Tash

Print or Type Name of Attorney-In-Fact

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Sacramento)

On July 8, 2015 before me, Susan Fournier, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature [Signature] (Seal)



**PLATTE RIVER INSURANCE COMPANY
POWER OF ATTORNEY**

A270044423

KNOW ALL MEN BY THESE PRESENTS, That the **PLATTE RIVER INSURANCE COMPANY**, a corporation of the State of Nebraska, having its principal offices in the City of Middleton, Wisconsin, does make, constitute and appoint

Ryan L Tash

its true and lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf, as surety, and as its act and deed, any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of \$50,000.00 for A270044423 on behalf of

Impec Group, Inc.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of **PLATTE RIVER INSURANCE COMPANY** at a meeting duly called and held on the 8th day of January, 2002.

“RESOLVED, that the President, Executive Vice President, Vice President, Secretary or Treasurer, acting individually or otherwise, be and they hereby are granted the power and authorization to appoint by a Power of Attorney for the purposes only of executing and attesting bonds and undertakings, and other writings obligatory in the nature thereof, one or more resident vice-presidents, assistant secretaries and attorney(s)-in-fact, each appointee to have the powers and duties usual to such offices to the business of this company; the signature of such officers and seal of the Company may be affixed to any such power of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking or other writing obligatory in the nature thereof to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any of said officers, at any time.”

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been give to the Commissioner – Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

IN WITNESS WHEREOF, the **PLATTE RIVER INSURANCE COMPANY** has caused these presents to be signed by its officer undersigned and its corporate seal to be hereto affixed duly attested, this 8th day of February, 2015.

Attest:



Gary W. Stumper
President
Surety & Fidelity Operations

STATE OF WISCONSIN
COUNTY OF DANE }

S.S.:

On the 8th day of February, 2015 before me personally came Stephen J. Sills, to me known, who being by me duly sworn, did depose and say: that he resides in the County of New York, State of New York; that he is President of **PLATTE RIVER INSURANCE COMPANY**, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.



PLATTE RIVER INSURANCE COMPANY

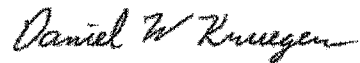
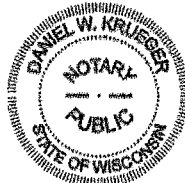


Stephen J. Sills
CEO & President

STATE OF WISCONSIN
COUNTY OF DANE }

S.S.:

I, the undersigned, duly elected to the office stated below, now the incumbent in **PLATTE RIVER INSURANCE COMPANY**, a Nebraska Corporation, authorized to make this certificate, **DO HEREBY CERTIFY** that the foregoing attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.



Daniel W. Krueger
Notary Public, Dane Co., WI
My Commission Is Permanent

Signed and sealed at the City of Middleton, State of Wisconsin this 8th day of July, 2015



Antonio Celii
Secretary