

EXHIBIT A - NOTICE OF EXERCISE OF OPTION TO EXTEND AGREEMENT

AGREEMENT TITLE and DATE:	City Wide Janitorial service at Twelve City of Milpitas Locations 1/07/14
CONTRACTOR Name and Address:	Varsity Facility Services Rob Ridge 11346 Sunco Drive, Suite 101 Rancho Cordova
DATE OF OPTION:	12/08/14

(date the notice is sent must be consistent with the time for exercise set forth in Agreement)

Pursuant to the Terms and Conditions of the Agreement referenced above, the City of Milpitas hereby exercises its option to extend the term under the following provisions:

OPTION NO.	1
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NEW OPTION TERM

Begin date:	January 7, 2015
End date:	January 6, 2016

CHANGES IN RATE OF COMPENSATION

Percentage change in CPI upon which adjustment is based:	
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Pursuant to Section ___ of the Agreement the Rates of Compensation are hereby adjusted as follows:

(use attachment if necessary)

MAXIMUM COMPENSATION for New Option Term:	\$413,288.00
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For the option term exercised by this Notice, City shall pay Contractor an amount not to exceed the amount set forth above for Contractor's services and reimbursable expenses, if any. The undersigned signing on behalf of the City of Milpitas hereby certifies that an unexpended appropriation is available for the term exercised by this Notice, and that funds are available as of the date of this signature.

CITY OF Milpitas a municipal corporation By <u>Chris Schroeder</u> Name: Chris Schroeder Title: Purchasing Agent
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Please also have your insurance agent submit a new insurance certificate and endorsements as per the attached "Exhibit A – Insurance Requirements". Please email the certificate and the endorsements directly to me at cschroeder@ci.milpitas.ca.gov . Please contact me at the number listed below if you have any questions.

The City of Milpitas wishes to thank you for your interest in doing business with the City.

Sincerely

A handwritten signature in black ink that reads "Chris Schroeder". The signature is written in a cursive, slightly slanted style.

Chris Schroeder
Purchasing Agent
City Of Milpitas
408-687-1639

*** Please forward this attachment to your insurance agent. ***

**CITY OF MILPITAS
INSURANCE REQUIREMENTS**

Dear Agent:

Please provide the certificates and endorsements listed below and in the insurance requirements, Exhibit A, which are included in your client's contract with the City.

All blanks in all endorsement forms must be filled in including policy numbers, effective dates and countersignature blanks. If you can't sign the counter signature, then just white it out. I can not accept an endorsement that is incomplete or has an unsigned counter signature.

On multi-page blanket policies or on multi-page insurance contract excerpts, please circle the specific clause that you feel addresses the requirement for each endorsement. Every page must have the policy number on it, even if you have to type it on.

Please pay particular attention to the endorsements, items 1 thru 4 on page 2. Just so it is really clear, I need the following:

1. Basic Insurance Certificate
2. General Liability endorsements for:
 - Additional Insured naming **"The City of Milpitas, its officers, officials, employees, and volunteers"**
 - Primary and Non-Contributory
 - Waiver of Subrogation
 - 30 day notice of cancelation
3. Auto Liability endorsements for:
 - Additional Insured naming **"The City of Milpitas, its officers, officials, employees, and volunteers"**
 - Primary and Non-Contributory
 - Waiver of Subrogation
 - 30 day notice of cancelation
4. Workers Compensation
 - Waiver of Subrogation

Please email the certificates and endorsements directly to me at cschroeder@ci.milpitas.ca.gov.

If you have any questions, please call me at the number listed below.

Sincerely

Chris Schroeder
Purchasing Agent
City of Milpitas
408-687-1



AMENDMENT NO. 1 TO THE AGREEMENT
WITH
VARSITY FACILITIES SERVICES
FOR
CITY WIDE JANITORIAL SERVICE
AT
TWELVE CITY OF MILPITAS LOCATIONS

This Amendment is entered into this 4th day of February, 2014, by and between the City of Milpitas, a municipal corporation of the State of California (hereafter referred to as "CITY") and Varsity Facilities Service, an Idaho corporation registered to conduct business in the State of California; (hereafter referred to as "CONTRACTOR").

RECITALS

WHEREAS, the parties entered into an Agreement for City Wide Janitorial Service at Twelve City of Milpitas Locations on January 7, 2014 ("Agreement") for an initial amount of Four Hundred and Eight Thousand Two Hundred and Eight-Eight dollars (\$408,288.00) for the period from January 7, 2014 to January 6, 2015; and

WHEREAS, the parties desire to amend the Agreement to increase the compensation under the Agreement in the amount of Five Thousand Dollars (\$5,000.00) for each of the first two years under the Agreement for additional janitorial work not within the original scope of services of the Agreement.

NOW THEREFORE, in consideration of the mutual covenants and conditions herein contained, the parties agree to further amend the Agreement as follows:

1. City agrees to pay Contractor for all services performed in accordance with the amended Agreement in the amounts not-to-exceed as follows:

A.	1/07/14 to 1/06/15:	\$413,288.00
B.	1/07/15 to 1/06/16:	\$413,288.00
C.	1/07/16 to 1/06/17:	\$408,288.00
D.	1/07/17 to 1/06/18:	\$408,288.00
E.	1/07/18 to 1/06/19:	\$408,288.00

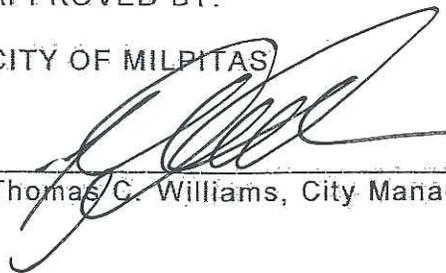
2. CONTRACTOR agrees to continue to maintain and pay for all insurance policies as stated in "Exhibit C - Insurance Requirements General" throughout the term of the Agreement and shall provide the City with renewal certificate and endorsements of the insurance policy.

3. All other provisions of the amended Agreement not amended by this Amendment No. 2 shall remain in full force and effect.

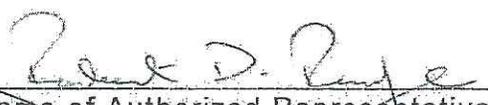
This Amendment is executed as of the date written on page one above.

APPROVED BY:

CITY OF MILPITAS

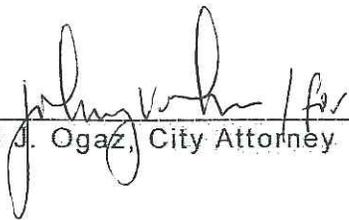

Thomas C. Williams, City Manager

VARSITY FACILITIES SEERVICES

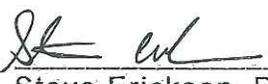

Name of Authorized Representative

Regional V.P.
Title of Authorized Representative

Approved As
To Form:


Michael J. Ogaz, City Attorney

Approved As
To Content:

 1.6.14
Steve Erickson, Project manager



CITY OF MILPITAS CONTRACT

Project: **City Wide Janitorial Service at Twelve City of Milpitas Locations**

RFP No: 2059

Annual Amount of Contract: \$408,288.00

THIS CONTRACT, made this 7th day of January, 2014, by and between the City of Milpitas, hereinafter referred to as the "City of Milpitas" and Varsity Facilities Services, an Idaho corporation registered in California, hereinafter referred to as "Contractor",

WITNESSETH:

A. WHEREAS, the City of Milpitas has caused specifications, drawings and other contract documents, hereinafter referred to as "Specifications", to be prepared for certain work on the referenced project; and

B. WHEREAS, said Specifications include:

- a. Notice of Request For Proposals
- a. Background
- b. Scope of Work
- c. Instructions To Proposer
- d. Terms and Conditions
- e. Special Provisions For Services
- f. Addenda
- g. Proposal Form
- h. References
- i. Non-Collusion Affidavit
- j. Proposer's Statement Regarding Insurance Coverage
- k. Worker's Compensation Insurance Certificate
- l. Proposer's Nondiscriminatory Employment Certificate
- m. Janitorial Specifications
- n. City Wide Janitorial Service Schedule
- o. Insurance Requirements – General
- p. Contractor's Proposal

C. WHEREAS, Contractor has offered to perform the proposed work in accordance with the terms of said Specifications as set forth by submission of the Contractor's Proposal;

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties contained in said Specifications and Contractor's Proposal, which are made a part hereof as though fully set forth, Contractor hereby agrees to complete the work at the prices and on the terms and conditions therein contained, and the City of Milpitas hereby employs the Contractor and agrees to pay the Contractor the contract prices therein provided for the fulfillment of the work and the performance of the covenants therein set forth.

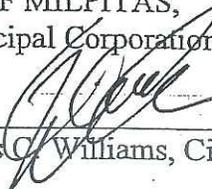
1. The initial term of this Contract is for one (1) year from January 7, 2014 to January 6, 2015 (the "Initial Term"), provided the City reserves the right at its sole discretion to extend this Contract on an annual basis for up to an additional four (4) years by providing written notice to Contractor

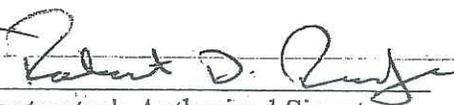
prior to the expiration of the then applicable term and in the form attached hereto as Exhibit D. Additionally, if City elects to exercise any of the annual option, City at its sole discretion may provide an annual increase not to exceed five percent (5%) based on the prior annual contract amount. City will make monthly payments within thirty (30) days of receipt of each approved invoice.

IN WITNESS WHEREOF, this contract has been executed on the day and year first above written.

CITY OF MILPITAS,
A Municipal Corporation

VARSITY FACILITIES SERVICES


1/24/14
Thomas C. Williams, City Manager


Contractor's Authorized Signature

ROBERT D. RIDGE
Name of Authorized Representative

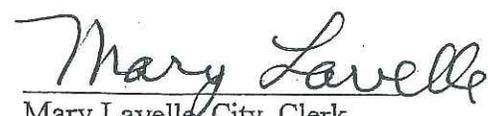
Regional V.P.
Title of Authorized Representative

Business Tax Compliance: Certificate No. 36720

Federal Tax ID Number: 82-0292413

Approved As
To Form: 
Michael J. Ogaz, City Attorney

Approved As
To Content:  1-21-14
Steve Erickson, City Project Manager

ATTEST:
By 
Mary Lavelle, City Clerk