

AMENDMENT NO. 1

CITY OF CHICO - CONTRACTUAL SERVICES AGREEMENT

AGREEMENT DATED DECEMBER 19, 2018

BETWEEN CITY OF CHICO

AND

CINTAS CORPORATION NO. 2

Contractor

ANNUAL UNIFORM, LINEN AND LAUNDRY SERVICE

Project Title

001-400-5420; 001-650-5420; 002-682-5420; 002-686-5420;
850-670-5420; 856-691-5420; 929-630-5420; 930-640-5420

Budget Account Number

THIS CONTRACTUAL SERVICES AGREEMENT AMENDMENT (Amendment) is entered into on March 4, 2019, by and between the City of Chico, a municipal corporation under the laws of the State of California, (City), and Cintas Corporation No. 2, a Nevada corporation, (Contractor). On December 19, 2018, City and Contractor entered into "City of Chico - Contractual Services Agreement", (Agreement). The provisions of the Agreement are hereby amended as follows:

1. Exhibit B is hereby superseded and replaced by revised Pages B1-R1 through B4-R1 attached hereto and by this reference incorporated in the Agreement.
2. Exhibit C is hereby superseded and replaced by revised Pages C1-R1 through C8-R1 attached hereto and by this reference incorporated into the Agreement.
3. All other provisions of the Agreement shall remain in full force and effect.

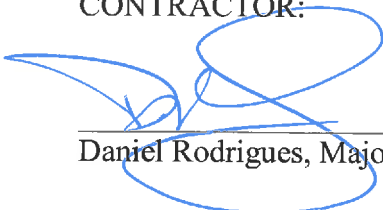
IN WITNESS WHEREOF, the parties have executed this Amendment on the date set forth above.

CITY:



Mark Orme, City Manager*

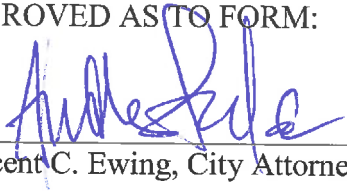
CONTRACTOR:



Daniel Rodrigues, Major Account Manager

*Authorized pursuant to Section
3.08.060 of the Chico Municipal Code

APPROVED AS TO FORM:



Vincent C. Ewing, City Attorney*

*Pursuant to The Charter of the
City of Chico, Section 906(D)

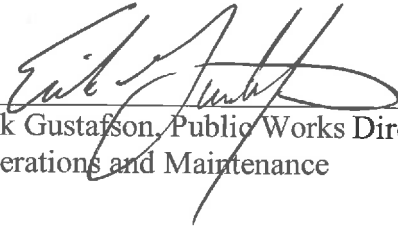
REVIEWED AS TO CONTENT:



Scott Dowell, Administrative Services Director*

*Reviewed by Finance and Information Systems

APPROVED AS TO CONTENT:



Erik Gustafson, Public Works Director
Operations and Maintenance

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EXHIBIT B

SCOPE OF CONTRACTUAL SERVICES - BASIC

Scope of Contractual Services - Basic

The Contractor shall provide contractual services as follows:

A. SPECIFICATIONS

Contractor shall provide the City with uniform, linen and laundry services for various using departments as outlined in Exhibit "C" herein. This will include a combination of rental materials furnished by Contractor and some garments owned by the City. For garments owned by the City, the City desires laundry, pickup and delivery services only.

Contractor shall launder/clean all uniforms and laundry in the supplier's own facilities in accordance with the State of California Public Health Agencies.

1. Appearance Requirements

Contractor shall keep garments in a presentable condition at all times. If solely upon the reasonable judgment of the City garments or linens are worn or unsatisfactory, they shall be replaced immediately.

- a. Fitting: Contractor shall be furnished with a list of all employees for whom uniform service is desired by the using department. Each employee shall be measured at a place and time mutually acceptable, to ensure proper fit within two weeks of award. City departmental contacts are as follows:

Contact Names and Phone Numbers for Using Departments

<u>Department</u>	<u>Contact Name</u>	<u>Location</u>	<u>Phone</u>
Fire Department	Chris Zinko	Fire Station #1, 842 Salem St.	897-3402
Sewer Crew	Bob Collier	MSC Bldg. 100, 901 Fir St.	624-1347
Street Crew	Mike Slattery	MSC Bldg. 100, 901 Fir St.	894-4207
Traffic Safety Crew	Troy Tatom	MSC Bldg. 100, 901 Fir St.	894-4209
Park Crew	Jimi Logsdon	MSC Bldg. 300, 901 Fir St.	896-7820
Tree Crew	Dave Bettencourt	MSC Bldg. 100, 901 Fir St.	896-7821
Shop Crew	Jason York	MSC Bldg. 200, 901 Fir St.	894-4215
Misc. Buildings	Scott Steedman	MSC Bldg. 100, 901 Fir St.	624-1630
WPCP	James Carr	4827 Chico River Rd.	894-4301

- b. Replacement: Contractor shall replace garments when they fall below minimum acceptable appearance standards, at no charge. City reserves the right to unilaterally determine level of appearance standards in it's reasonable discretion.
- c. Repairs: Contractor shall repair all general cuts, tears and damage to uniforms caused by normal hazards of the employee's work, at no cost to the City. Garments damaged beyond repair, solely in the reasonable judgment of the City, by employee's carelessness, will be replaced and charged to the City in the week following the damaged garment being returned to the delivery point with notations. All garments in need of repair shall be delivered on the next scheduled delivery. The Contractor, at no cost, will provide minor repairs such as, but not limited to, button replacement, zipper replacement and small tear patching (tear patching must not be noticeable from a distance of 2 feet).

Contractor shall be responsible for normal wear of the uniforms and maintain them in an excellent state of repair at all times. Garment life shall be based upon normal wear basis, replacements shall be provided as required to allow for a "first class" appearance at all times.

- d. Packaging: Contractor shall neatly package garments in accordance with the best practices of the industry.
2. Delivery and Inventory
- a. Delivery: Contractor shall deliver laundered items and pickup soiled items once a week at the locations indicated on Exhibit "C." Contractor shall leave delivery and pickup receipts at each delivery location.
 - b. Inventory: Contractor shall provide sufficient inventory to meet the City's requirements. Estimated needs for garments and linens as listed on Exhibit "C" will reflect changes per week or usage per week. Contractor is to take a physical inventory quarterly. Contractor count is subject to audit by City of Chico personnel. The City will pay for any items lost or destroyed by City of Chico personnel as determined by that inventory.

3. Records and Invoicing

Contractor shall provide an experienced Account Manager assigned to the City to implement and manage the services. The Account Manager will be assisted by other members of the

Contractor's staff in completing key activities. This includes an experienced Customer Service Representative to handle problems or complaints. The Contractor shall provide the City the name of the person who will represent the Contractor in the administration of this contract. This person must be within the level of management capable of acting without recourse in making decisions with respect to this agreement. Contractor shall rectify any problems within 10 days of said notification.

Contractor shall keep legible, current, complete and accurate records supporting invoices rendered. Invoices shall be rendered weekly, separately for each division as required by the City. Invoices shall be clear and understandable. Invoices will be provided to the receiving department on a weekly basis. Statements will be delivered to Public Works - O&M Division, 965 Fir Street, Chico, CA. 95928, on a monthly basis.

Invoices for lost or destroyed items shall be presented to the using department where said loss occurred.

The City reserves the right to increase or decrease the quantity of uniforms, linens, mats and other products required at the original contract prices. The City may add, remove, or modify the number of employees, and add, remove, or modify the linen and laundry service quantities from the current active billing, from time to time. Contractor shall charge for additional quantities and service at the per unit price. Contractor shall not charge per change for those items removed from the active billing. Contractor shall acknowledge change, and the billing will reflect such changes in the immediate billing cycle following the change or modification.

Price per item includes all rental costs, sales tax, environmental fee, the cost of the original fitting, attachment and removal of City of Chico patches/logos, cleaning replacement due to wear, minor repairs, and delivery and pick up.

Contractor shall levy no added surcharges of any kind due to increases in operating expenses. Future fuel surcharges will not be accepted. At the end of the contract, no buy-out or additional fees shall be charged to the City.

4. Uniform Specifications

- a. Coveralls: 1) Cotton or poly-cotton blend fabric. Two way zipper, chest and side pockets. Color to be selected by using department. 2) Flame resistant fabric. One-piece lay-flat collar with concealed snap. Elastic waistband at back. Employee name will be affixed over one pocket and emblems affixed as required by the City to conform with present departmental practice.
- b. Trousers: 1) Cotton or poly-cotton fabric. Quarter-top front pockets and two hip pockets. Color(s) to be selected by using department. 2) Flame resistant fabric. Button waist closure and front Nomex zipper. Cargo option with double and triple-needle seams, cargo pockets with snap closure, and back bellow.
- c. Shirts: 1) Cotton fabric. Two hex-shaped, button-through front pockets and a pencil stall. Available in short and long sleeve. Color(s) to be selected by using department. 2) Flame resistant fabric. Back shoulder pleats, double and triple-needle seams. Button-down collar and button-close pocket flaps. Employee name will be affixed over one pocket and emblems affixed as required by the City to conform with present departmental practice.

- d. Lab Coats: White full length 80/20 poly-cotton poplin with five buttons, three patch pockets, and two side-vent openings. Employee name will be affixed over one pocket and emblems affixed as required by the City to conform with present departmental practice.

5. Additional Information

Basic rental service shall be charged per uniform set/item on a weekly basis. Rental shall not apply to any employee absent more than one week or after employee resigns, retires, or employment terminates. Uniforms will be returned to Contractor at not cost to the City.

If Contractor, for any reason, changes manufacturers, Contractor shall notify City at least 30 days in advance of the change and submit samples with a guarantee that the quality and fit of the garment(s) will not change. Only after the City approves the new garments, can the change be made.

All shirts and coveralls shall have the City of Chico Logo and employee name emblem, which shall be provided to the City by the Contractor, sewn on all shirts and coveralls. A draft version of logo and name tags shall be provided by the Contractor for approval by the City.

Contractor is responsible for measuring all individuals covered in this contract, and shall guarantee proper fit at the time of the contract start date. All garments shall be pre-shrunk and fit properly. Measurement and color selection will be taken within two weeks of award of the contract at each location's convenience. Appointments will be made between Contractor and the City for this procedure. Fitting will be done at delivery locations. Contractor shall guarantee fit and quality. Samples shall be submitted per request of City.

Contractor will cover the cost of City Emblems and Employee Name Emblems up to and including the date of delivery (install) per piece. The City does not agree to participate in Emblem Advantage or Uniform Advantage. Therefore, after initial date of delivery (install), City Emblems shall be at actual cost to the City one-time per piece. Employee Name Emblems shall be at cost to the City at \$1.55 per US Communities Price Schedule one-time per piece. City owned garments requiring Contractor laundry service will have a one-time cost to prepare these garments for recurring pickup/delivery of \$1.55 per item for Identification Tape. Any garments owned by the City requiring laundry services must be rated to withstand the industrial laundry and/or must be tested to insure that the garment can withstand the industrial laundry process. A \$35.00 Minimum Stop Charge will apply weekly per address. (Amendment No. 1)

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Contractor

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Budget Account Numbers

EXHIBIT C

COMPENSATION

Total maximum compensation for the services outlined in Exhibit C-1 through C-5 of (Amendment No. 1) this Agreement, shall not exceed \$27,500 annually.

FIRE DEPARTMENT - ESTIMATED QUANTITIES (changes per week)								
ITEM DESCRIPTION	FS#1	FS#2	FS#4	FS#5	FIRE TRNG CNTR	TOTAL	UNIT PRICE	TOTAL PRICE
DISH TOWELS	50	30	30	30	20	160	.10	16.00
BATH TOWELS	150	150	125	125	_____	550	.22	121.00
WASH TOWELS (BLUE)	25	50	30	30	_____	135	.20	27.00
LAUNDRY BAGS	1	1	1	1	_____	4	NC	NC
24" DUST MOPS	1	1	1	1	_____	4	.90	3.60
36" DUST MOPS	2	1	1	1	_____	5	.90	4.50
BLUE SHOP TOWELS	150	150	100	100	_____	500	.07	35.00

FIRE DEPT. CONTINUED ITEM DESCRIPTION	FS#1	FS#2	FS#4	FS#5	FIRE TRNG CNTR	TOTAL	UNIT PRICE	TOTAL PRICE
TRACK OFF MAT 3X5	4	7	4	4	3	22	2.00	44.00
TRACK OFF MAT 4X6	_____	_____	_____	_____	3	3	2.50	7.50
TRACK OFF MAT 3X10	1	_____	_____	_____	_____	1	3.25	3.25
TOTAL WEEKLY PRICE								261.85

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EXHIBIT C

COMPENSATION

MUNICIPAL SERVICES CENTER- ESTIMATED QUANTITIES (changes per week)										
ITEM DESCRIPTION	TRAFFIC SAFETY CREW	SEWER CREW	STREET (ROW) CREW	PARK CREW	STREET TREE CREW	SHOP CREW	BLDG. MAINT CREW	TOTAL	UNIT PRICE	TOTAL PRICE
LAUNDRY BAGS		1	1	1		1		4	NC	NC
RED SHOP TOWELS				30				30	.07	2.10
BLUE SHOP TOWELS					20	300		320	.07	22.40
COVERALLS, POLY/COTTON	9	1	17	15			11	53	.30	15.90
COVERALLS, 100% COTTON						13		13	.41	5.33
COVERALLS, FIRE RESISTANT	1							1	.80	.80
SHIRTS, WORK						66		66	.18	11.88
SHIRTS, FIRE RESISTANT	2							2	.39	.78
TROUSERS, WORK						66		66	.20	13.20
TROUSERS, FIRE RESISTANT	2							2	.35	.70
48" DUST MOPS						2		2	1.25	2.50
WET MOPS						2		2	1.38	2.76
TOTAL WEEKLY PRICE										78.35

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COMPENSATION

MISCELLANEOUS BUILDINGS - ESTIMATED QUANTITIES (changes per week)											
ITEM DESCRIPTION	CMA TERMINAL	POLICE DEPT	COUNCIL CHAMBER	MUNI BLDG	ANIMAL SHELTER	MSC BLDG 100	MSC BLDG 200	965 FIR ST	TOTAL	UNIT PRICE	TOTAL PRICE
TRACK OFF MAT 3X5	1	7	3	1	1	1	1	1	16	2.00	32.00
TRACK OFF MAT 4X6	1	4	2	7	2	1	___	1	18	2.47	44.46
TRACK OFF MAT 3X10	___	___	___	___	___	2	___	3	5	2.94	14.70
RUBBER SCRAPER MAT 3X5	___	___	___	___	7	___	___	___	7	2.14	14.98
TOTAL WEEKLY PRICE											106.14

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EXHIBIT C

COMPENSATION

WATER POLLUTION CONTROL PLANT - ESTIMATED QUANTITIES (changes per week)			
ITEM DESCRIPTION	ESTIMATE	UNIT PRICE	TOTAL PRICE
TRACK OFF MAT 3X5	4	2.00	8.00
TRACK OFF MAT 4X6	3	2.47	7.41
RUBBER SCRAPER MAT 3X5	4	2.14	8.56
COVERALLS, POLY/COTTON	68	.30	20.40
COVERALLS, FIRE RESISTANT	2	.80	1.60
SHIRTS, FIRE RESISTANT	4	.39	1.56
TROUSERS, FIRE RESISTANT	4	.35	1.40
LAB COATS	13	.25	3.25
DISH TOWELS	20	.10	2.00
BLUE SHOP TOWELS	300	.07	21.00
TOTAL WEEKLY PRICE			75.18

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EXHIBIT C

COMPENSATION

REPLACEMENT COST SCHEDULE			
ITEM DESCRIPTION	REPLACEMENT COST	ITEM DESCRIPTION	REPLACEMENT COST
DISH TOWELS	1.00	TROUSERS, FIRE RESISTANT	40.72
BATH TOWELS	1.50	COVERALLS, POLY/COTTON	29.00
WASH TOWELS	1.50	COVERALLS, 100% COTTON	45.00
LAUNDRY BAGS	NC	COVERALLS, FIRE RESISTANT	81.87
24" DUST MOPS	10.00	LAB COATS	29.00
36" DUST MOPS	10.00	RED SHOP TOWELS	.50
48" DUST MOPS	10.00	BLUE SHOP TOWELS	.50
WET MOPS	10.00	TRACK OFF MAT 3X5	45.00
SHIRTS, WORK	15.00	TRACK OFF MAT 4X6	70.00
SHIRTS, FIRE RESISTANT	43.53	TRACK OFF MAT 3X10	90.00
TROUSERS, WORK	17.75	RUBBER SCRAPER MAT 3X5	45.00

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EXHIBIT C

COMPENSATION

PRICE SCHEDULE FOR PICKUP, DELIVERY AND LAUNDRY OF CITY OWNED GOODS	
ITEM DESCRIPTION	UNIT PRICE PER WASHING
SHIRTS, WORK	0.50 - 0.75
TROUSERS, WORK	0.50 - 0.75
COVERALLS, POLY/COTTON	0.50 - 0.75

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EXHIBIT C

COMPENSATION

	<u>TOTAL AMOUNT:</u>
A. Fire Department Service (Exhibit C-1 & C-2)	\$ <u>261.85</u>
B. Municipal Services Center Service (Exhibit C-3)	\$ <u>78.35</u>
C. Miscellaneous Buildings (Exhibit C-4)	\$ <u>106.14</u>
D. Water Pollution Control Plant (Exhibit C-5)	\$ <u>75.18</u>
TOTAL PER WEEK	\$ <u>521.52</u>
TOTAL ANNUAL	\$ <u>27,119.04</u>

Compensation rates for Replacement costs are set forth on Exhibit C-6 and shall be invoiced separately.

Compensation rates for Pickup, Delivery and Laundry Services are set forth on Exhibit C-7 and shall be invoiced separately.

All prices listed in Exhibits C-1 through C-7 are equal to or less than prices set forth in the U.S. Communities Master Agreement.

(Amendment No . 1)

AFTER INITIAL DATE OF DELIVERY (INSTALL) THE FOLLOWING APPLIES:

Compensation rates for City Emblems are one-time per piece at actual cost.

Compensation rates for Employee Name Emblems are one-time per piece at \$1.55.

Compensation rates for Identification Tape are one-time per piece at \$1.55.

There will be a \$35.00 Minimum Stop Charge weekly per address.