



**AMENDMENT NO. 1 TO THE PIGGYBACK AGREEMENT
WITH AMERIPRIDE SERVICES, INC. FOR
UNIFORM RENTAL AND LAUNDRY SERVICES**

This Amendment is entered into this 22ND day of June 2011, by and between the City of Milpitas, a municipal corporation of the State of California (hereafter referred to as "CITY") and **AmeriPride Services, Inc.** (hereafter referred to as "VENDOR").

RECITALS

WHEREAS, on October 18, 2006 the parties entered into a Piggyback Agreement based on the City of San Jose's agreement with AmeriPride Services, Inc. for uniform rental and laundry services.

WHEREAS, the parties desire to amend the Agreement to accept certain provisions of the "Second Amendment To The Agreement For Uniform Rental and Laundry Services Between The City Of San Jose and AmeriPride Services, Inc." to continue to provide uniform rental and laundry service to the City of Milpitas.

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

1. The "Second Amendment To The Agreement For Uniform Rental and Laundry Services Between The City Of San Jose and AmeriPride Services, Inc." entered into March 30, 2011 shall apply to the Piggyback Agreement between the City of Milpitas and AmeriPride Services, Inc.
2. The Third Revised Exhibit C attached to the Second Amendment to the Agreement For Uniform Rental and Laundry Services Between the city of San Jose and AmeriPride Services, Inc. shall be amended to read as follows:

"The maximum amount of total compensation to the Contractor shall not exceed Forty Thousand Dollars (\$40,000.00)."
3. All other provisions of the Agreement shall remain in full force and effect.

This Amendment is executed as of the date first written above.

APPROVED BY:

CITY OF MILPITAS

VENDOR

Thomas C. Williams, City Manager

AmeriPride Services, Inc.

Approved As To Form:

Michael J. Ogaz, City Attorney

ORIGINAL

SECOND AMENDMENT TO THE AGREEMENT
FOR UNIFORM RENTAL AND LAUNDRY SERVICES
BETWEEN
THE CITY OF SAN JOSE
AND
AMERIPRIDE SERVICES, INC.

This SECOND AMENDMENT TO AGREEMENT is entered into this 30th day of MARCH, 2011 by the City of San Jose ("City"), a municipal corporation, and AmeriPride Services, Inc., a Delaware corporation authorized to do business in the state of California ("Contractor").

RECITALS

WHEREAS, on May 16, 2006, City and Contractor entered into an agreement entitled "Agreement for Uniform Rental and Laundry Services between the City of San José and AmeriPride Services, Inc." ("Agreement"); and

WHEREAS, City exercised three (3) one-year options to extend the Agreement over the following three years, extending the term through May 15, 2010 ; and

WHEREAS, on January 7, 2010, City and Contractor entered into a First Amendment to the Agreement to correct a clerical error in the Agreement by correcting Section 3.2 to allow the Director of Finance to extend the term for up to four (4) one-year periods by written Notice of Exercise of Option pursuant to Council Resolution 73168 dated May 16, 2006; and

WHEREAS, on June 24, 2010, City exercised a Fourth Notice of Exercise of Option to Extend Agreement to extend the term of the Agreement through May 15, 2011, and increase the total compensation allowed by \$50,000 for a total amount of \$250,000 for this Fiscal Year 2010- 2011; and

WHEREAS, City and Contractor desire to further amend the amended Agreement to add one additional option year, which, if exercised, would be compensated at the same rates as the current Option Year Four and update the insurance requirements; and

WHEREAS, City and Contractor also desire to make a technical correction to the name of Contractor as specified in the Agreement; *

NOW THEREFORE, the parties agree to amend the Agreement as follows:

SECTION 1. The correct name of Contractor is "AmeriPride Services, Inc." All references to AmeriPride Uniform Services, Inc. shall be deemed as references to "AmeriPride Services, Inc."

RD:SSL:NGA
02/3/11

SECTION 2. SECTION 3.2 of the Agreement, entitled "OPTIONS", is amended to read as follows:

"Before the expiration of this Agreement, Director of Finance may extend the term for up to five (5) one-year periods by written Notice of Exercise of Option in the form set forth in Exhibit B."

SECTION 3. The second paragraph of SECOND REVISED EXHIBIT C, entitled "COMPENSATION AND SCHEDULE OF PERFORMANCE", is amended to read as shown in THIRD REVISED EXHIBIT C, attached hereto and incorporated herein

SECTION 4. EXHIBIT E, entitled "INSURANCE REQUIREMENTS", is amended to read as shown in FIRST REVISED EXHIBIT E, attached and incorporated into this Second Amendment.

SECTION 5. All of the terms and conditions of the amended Agreement not modified by this Second Amendment shall remain in full force and effect.

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

APPROVED AS TO FORM:


SANDRA LEE
Deputy City Attorney

City of San José
a municipal corporation

By 
MARK GIOVANNETTI
Purchasing Officer
Date: 3/30/11

Ameripride Services, Inc., a Delaware corporation authorized to do business in the state of California

By 
Name: TERRY A. CLAY
Title: SERVICE MANAGER
Date: 3/18/11

**THIRD REVISED EXHIBIT C
COMPENSATION AND SCHEDULE OF PERFORMANCE**

City agrees to compensate Contractor for Services according to the following rates:

The Prices specified in this exhibit shall be the basis for all charges for the duration of the term of the Agreement, including any remaining option years, if exercised by City.

If City chooses to exercise a fifth option to extend the Agreement, the maximum amount of total compensation paid to Contractor shall not exceed Two Hundred Fifty Thousand Dollars (\$250,000.00).

Pricing Sheet						
No	Item Description	Brand Name	Annual Est.		Price per Unit	Total
	Ameripride Uniform Services	Replacement Cost	Usage	Unit		
	Coverall					
1	65/% poly-35% Cotton, ZIP		35,250	EA	\$0.56	\$19,759.16
2	Replacement cost for Item #1	\$16.49		EA		
						0
3	100% Cotton		16,700	EA	\$0.67	\$11,196.58
4	Replacement cost for Item #2	\$19.78		EA		
5	Nomex	\$87.93	130	EA	\$3.02	\$392.93
6	Replacement cost for Item #5			EA		
	Apron					
7	Spun_pen Pak		6,800	EA	\$0.27	\$1,868.48
8	Replacement cost for Item #7	\$3.57		EA		
						0
9	Spun_3 Pkt		5,000	EA	\$0.27	\$1,373.88
10	Replacement cost for Item #9	\$3.57		EA		
						0
	Coat					0
11	Chef Coat		175	EA	\$0.30	\$51.93
12	Replacement cost for Item #11	\$12.09		EA		
						0
13	Shop Coat		150	EA	\$0.42	\$62.65
14	Replacement cost for Item #13	\$15.39		EA		
						0

RD:SSL:NGA
02/3/11

15	Wraparound		500	EA	\$0.27	\$137.39
16	Replacement cost for Item #15	\$12.09		EA		0
17	Lab Coat Male		5,550	EA	\$0.34	\$1,891.01
18	Replacement cost for Item #17	\$12.09		EA		0
19	Lab Coat Female		1,200	EA	\$0.34	\$408.87
20	Replacement cost for Item #19	\$12.09		EA		0
	Shirt					0
21	65% Poly-35% Cotton		16,000	EA	\$0.25	\$4,044.71
22	Replacement cost for Item #21	\$9.34		EA		0
23	100% Cotton Dura		7,900	EA	\$0.33	\$2,604.88
24	Replacement cost for Item #23	\$10.44		EA		0
25	Indura		5,200	EA	\$1.15	\$6,001.11
26	Replacement cost for Item #25	\$38.47		EA		0
	Pants					0
27	65%Poly 35% cotton, jeanscut		1,000	EA	\$0.36	\$362.70
28	Replacement cost for Item #27	\$10.99		EA		0
29	65%Poly 25%cotton, work		17,000	EA	\$0.36	\$6,165.98
30	Replacement cost for Item #29	\$12.09		EA		0
31	RF Indura		5,000	EA	\$1.21	\$6,046.08
32	Replacement cost for Item #31	\$38.47		EA		0
33	Side elastic		150	EA	\$0.36	\$54.41
34	Replacement cost for Item #33	\$12.09		EA		0
35	100% Cotton work		4,500	EA	\$0.42	\$1,879.47
36	Replacement cost for Item #35	\$13.19		EA		0
	Mats					0
37	Series E 3x4	\$22.88	1	EA	\$1.58	\$1.58
38	Series E 4x6	\$44.16	1	EA	\$2.19	\$2.19

RD:SSL:NGA
02/3/11

39	Series E 3x10	\$57.98	1	EA	\$2.74	\$2.74
	Total Series E Mats		1,040			0
						0
40	Scraper	\$28.79	962	EA	\$1.03	\$993.90
						0
41	Nylon rubber 3x4	\$22.88	1	EA	\$1.58	\$1.58
42	Nylon rubber 4x6	\$44.16	1	EA	\$2.19	\$2.19
43	Nylon rubber 3x10	\$57.98	1	EA	\$2.74	\$2.74
	Total Nylon rubber Mats		16,082			0
						0
44	Antifatigue 3x5	\$21.32	520	EA	\$1.03	\$537.24
						0
45	Aramark Dynmat	\$26.65	650	EA	\$1.03	\$671.55
	Towels					
46	Shöp 18x18 Redd	\$0.31	200,000	EA	\$0.04	\$8,792.84
						0
47	Turk	\$0.67	5,200	EA	\$0.09	\$457.23
						0
48	Dish	0.60	590,000	EA	\$0.09	\$51,877.75
						0
	Mops					0
49	Dust mop spring	\$6.83	300	EA	\$0.52	\$154.97
50	20" & 24"Dust Mop Spring	\$6.83	2,900	EA	\$0.52	\$1,498.08
51	Dust Mop Handle	\$5.50	500	EA	0	0
52	Spring Mop Frame	\$5.50	800	EA	0	0
53	Wet Mop Nylon	\$8.99	600	EA	\$0.65	\$389.08
54	Wet Mop Handle	\$5.50	50	EA	0	0
55	Bar Mopp Ribbed	\$0.80	21,000	EA	\$0.09	\$1,846.50
						0
	Misc					
56	Fender Seat Cover	\$4.95	675	EA	\$0.26	\$178.05
57	Grill wipe	\$1.10	150	EA	\$0.23	\$34.62
	Total					\$131,746.03

1. Annual Adjustment of Compensation Rates for Option Periods

The Contractor's monthly compensation rates shall be subject to adjustment prior to the commencement of any extended performance period which results from the City's exercising any of the options under the Agreement. The adjustment shall be calculated as follows:

The base for computing the adjustment shall be the Consumer Price Index for All Urban Wage Earners and Clerical Workers (with a base year of 1982-1984=100)

for the San Francisco-Oakland-San Jose area, published by the United States Department of Labor, Bureau of Labor Statistics ("Index"), which is published most immediately preceding the commencement of the applicable extension term.

If the Index is changed so that the base year differs from that used, as of November 1996, the Index shall be converted in accordance with the conversion factor published by the United States Department of Labor, Bureau of Labor Statistics. If the Index is discontinued or revised during the term of the agreement such other government index or computation with which it is replaced shall be used in order to obtain substantially the same result as would be obtained if the Index had not been discontinued or revised.

The preceding provision notwithstanding, the adjustment of any Base rates for any Anniversary Year shall not exceed 7% of the previous Anniversary Year's Base Rates.

For the purpose of illustration only, if a Beginning Index is 115 and the Extension Index is 124, the Base Rate to be paid during the extension term shall be \$x (the then expiring term's Base Rate compensation rate) multiplied by 124/115.

The annual adjustment described in this Section 1 shall not apply to Option Year Five.

2. Calculations for Adds/Deletes, etc.

For items increased or decreased, added or deleted, charges shall be adjusted by multiplying the unit price of the item involved by the number of such units added or decreased, the result to be added to or subtracted from the total charges. In all cases, charges to the City shall represent only the items and numbers of items actually used.

3. Loss

Charges to the City for items lost or destroyed shall be the loss charge as shown in the above pricing table for garments in service up to one (1) year. For garments in service more than one (1) year, but less than two (2) years, the charge shall be fifty percent (50%) of the loss charge quoted. For garments in service two (2) years or more, there shall be no charge. Verification of the length of time a garment has been in service shall be the responsibility of the contractor when verification is required.

4. Absences

Employees on extended absence from the City, or whose employment is terminated, will return all uniforms and all charges shall be eliminated for that employee during such absence.

5. Replacement/ Loss Charges

Charges to the City for items lost or destroyed shall be the loss charge as shown in the above pricing table for garments in service up to one (1) year. For garments in service more than one (1) year, but less than two (2) years, the charge shall be fifty percent (50%) of the loss charge quoted. For garments in service two (2) years or more, there shall be no charge. Verification of the length of time a garment has been in service shall be the responsibility of the contractor when verification is required.

6. Invoices and Statements

Open purchase orders will be issued for each City department using Contractor's services. The City will accept and pay from invoices or summary statements. The City will require and invoice for each purchase against each open purchase order. The City will no longer require an invoice for each purchase made against an open purchase order.

The summary statement shall be mailed at the end of each month along with the individual delivery receipts/packing slips for items supplied during that month. The statement will be paid after all receipts/packing slips are checked for accuracy against the summary statement. Discrepancies that cannot be resolved will not be paid and should be reflected on the next month's statement as a balance forward. All discounts and credits shall be clearly shown on the face of the invoice.

7. Payment

Payment will be made monthly, in arrears, upon receipt of proper summary statements and other documentation named above. Duplicate invoice number shall not be submitted. Invoices shall include detailed information regarding product and/or service that is being billed. Only products and services pertaining to this contract shall appear on invoices. Miscellaneous items purchased not specified on this contract shall be invoiced separately referencing the appropriate purchase order number. Invoices rejected by departments shall be re-issued with new/revised issue dates so as not to imply delinquent payment status. Purchase order number shall be noted on all invoices. Invoices should be sent to each department separately. Original copies of invoices shall be delivered to the "Ship To" address on the purchase order to ensure payment is processed in a timely manner.

**FIRST REVISED EXHIBIT E
INSURANCE REQUIREMENTS**

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

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

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

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

B. Minimum Limits of Insurance

Contractor shall maintain limits no less than:

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

C. Deductibles and Self-Insured Retentions

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

D. Other Insurance Provisions

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

1. Commercial General Liability and Automobile Liability Coverages
 - a. The City of San Jose, its officers, employees, agents and contractors are to be covered as additional insureds as respects: Liability arising out of activities performed by or on behalf of, Contractor; products and completed operations of Contractor; premises owned, leased or used by Contractor; and automobiles owned, leased, hired or borrowed by Contractor. The coverage shall contain no special limitations on the scope of protection afforded to City, its officers, employees, agents and contractors.
 - b. Contractor's insurance coverage shall be primary insurance as respects City, its officers, employees, agents and contractors. Any insurance or self-insurance maintained by City, its officers, employees, agents or contractors shall be excess of Contractor's insurance and shall not contribute with it.
 - c. Any failure to comply with reporting provisions of the policies by Contractor shall not affect coverage provided City, its officers, employees, agents, or contractors.
 - d. Coverage shall state that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 - e. Coverage shall contain a waiver of subrogation in favor of the City, its officers, employees, agents and contractors.

2. Workers' Compensation and Employers' Liability

Coverage shall contain waiver of subrogation in favor of the City of San Jose, its officers, employees, agents and contractors.

RD:SSL:NGA
02/3/11

3. All Coverages

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

E. Acceptability of Insurers

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

F. Verification of Coverage

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

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

City of San Jose—Human Resources
Risk Management
200 East Santa Clara Street, 2nd Floor Wing
San Jose, CA 95113-1905

G. Subcontractors

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

RD:BD
4/03/06

**EXHIBIT B
NOTICE OF EXERCISE OF OPTION TO EXTEND AGREEMENT**

AGREEMENT TITLE:	
CONTRACTOR Name and Address:	
DATE:	

Pursuant to Section ____ of the Agreement referenced above, the City of San Jose hereby exercises its option to extend the term under the following provisions:

OPTION NO.	
-----------------------	--

NEW OPTION TERM

Begin date:	
End date:	

CHANGES IN RATE OF COMPENSATION

Percentage change in CPI upon which adjustment is based:	
---	--

Pursuant to Section ____ of the Agreement the Rates of Compensation are hereby adjusted as follows:

MAXIMUM COMPENSATION for New Option Term:	
--	--

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 San Jose 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 SAN JOSE a municipal corporation By _____ Name: Title:: Chief Purchasing Officer

ORIGINAL

NOTICE OF EXERCISE OF OPTION TO EXTEND AGREEMENT

AGREEMENT TITLE:	Agreement for Uniform Rental and Laundry Services
CONTRACTOR Name and Address:	AmeriPride Services, Inc. 2240 West Winton Avenue Hayward, CA 94545
DATE:	May 2, 2011

Pursuant to Section 3.2 of the amended Agreement referenced above, the City of San José ("City") hereby exercises its option to extend the term under the following provisions:

OPTION NO.	5 of 5
------------	--------

NEW OPTION TERM

Begin date:	May 16, 2011
End date:	May 15, 2012

CHANGES IN RATE OF COMPENSATION

Percentage change in CPI upon which adjustment is based:	0%*
--	-----

* There is no change to compensation for the extended term. The rates of compensation shall remain the same as set forth in the "Third Revised Exhibit C, "Compensation and Schedule of Performance" as provided in the Second Amendment to the Agreement.

MAXIMUM COMPENSATION for New Option Term:	\$250,000
---	-----------

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 San José 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 SAN JOSÉ
a municipal corporation

By Mark Giovannetti
Name: Mark Giovannetti
Title: Purchasing Officer
Date: 5/4/11