

OFFICE OF THE CITY ATTORNEY
ROBERT E. SHANNON, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664

1 FIRST AMENDMENT TO CONTRACT NO. 31064

2 **31064**

3 THIS FIRST AMENDMENT TO CONTRACT NO. 31064 is made and
4 entered, in duplicate, as of April 21, 2009 for reference purposes only, pursuant to a
5 minute order adopted by the City Council of the City of Long Beach at its meeting held on
6 February 3, 2009, by and between ARAMARK UNIFORM SERVICES, A DIVISION OF
7 ARAMARK UNIFORM & CAREER APPAREL, LLC, a Delaware limited liability company
8 ("Contractor"), whose address is 115 North First Street, Burbank, California 91502, and
9 the CITY OF LONG BEACH, a municipal corporation ("City").

10 WHEREAS, the parties entered into Contract No. 31064 whereby
11 Contractor agreed to furnish and deliver rental uniforms; and

12 WHEREAS, the parties would like to attach additional terms and conditions
13 to Contract No. 31064;

14 NOW, THEREFORE, in consideration of the mutual terms and conditions
15 herein contained, the parties agree as follows:

16 1. The parties agree that the following Additional Terms and Conditions
17 shall be incorporated into Contract No. 31064:

18 A. Except for the Merchandise listed as Shirt, Men's Flame
19 Resistant, 100% Cotton, Indura (number 4); Pants, Men's Flame Resistant, 100%
20 Cotton, Indura (number 15); Jacket, Flame Resistant, 100% Cotton, Indura
21 (number 26); Shirt, Men's Flame Resistant, 100% cotton, Indura (number 4a);
22 Pants, Men's Flame Resistant, 100% Cotton, Indura (number 15a) and Jacket,
23 Flame Resistant, 100% Cotton, Indura (number 26a) on the Invitation To Bid, the
24 Merchandise supplied under this Contract is not flame resistant or resistant to
25 hazardous chemicals and contains no special flame resistant or hazardous
26 chemical resistant features. The Merchandise is not designed for use in areas of
27 flammability risk or where contact with hazardous materials is possible. Flame
28 resistant and acid resistant Merchandise is available from Contractor on request.

1 B. All Merchandise listed as Shirt, Men's Flame Resistant, 100%
2 Cotton, Indura (number 4); Pants, Men's Flame Resistant, 100% Cotton, Indura
3 (number 15); Jacket, Flame Resistant, 100% Cotton, Indura (number 26); Shirt,
4 Men's Flame Resistant, 100% cotton, Indura (number 4a); Pants, Men's Flame
5 Resistant, 100% Cotton, Indura (number 15a) and Jacket, Flame Resistant, 100%
6 Cotton, Indura (number 26a) on the Invitation To Bid, is flame resistant
7 merchandise ("FR Merchandise") which is not resistant to hazardous chemicals,
8 contains no special hazardous chemical resistant features and is not designed for
9 use in areas where contact with hazardous substances is possible. However,
10 such FR Merchandise meets or exceeds the performance requirements of the
11 following standards: OSHA 1910.269, ASTM F-1506 and CAL-OSHA, GISO, Title
12 8. The fabric was tested by Contractor's supplier in accordance with Federal Test
13 Method Standard #191A, Textile Test Method 5903.1 (vertical flame resistance)
14 per NFPA 1981, 2002 Revisions and ASTM D6413 Test Methods. If standards
15 are updated and current garments no longer meet the new performance
16 requirements, and the grace period allowed to meet new standards exceeds the
17 time until the contracted eighteen (18) month garment replacement period, the City
18 will incur the costs to replace applicable garments. City agrees to provide the
19 following notification to its employees wearing any FR Merchandise:

20 - WARNING - For prevention of clothing ignition during short term
21 and emergency exposure to flame or electric arc, do not use for protection against
22 continuous thermal loads, hot liquids or steam. Do not wear alone for limb/torso
23 protection during structural fire fighting. Do not use for chemical protection or
24 protection from other hazardous substances. Failure to comply with this warning
25 may result in serious injury or death.

26 C. City is responsible for determining that all of the Merchandise
27 (including the FR Merchandise) being provided by Contractor is appropriate for the
28 intended use of City and its employees. City assumes all risks associated with the

1 use of the Merchandise (including the FR Merchandise). Contractor shall not be
2 liable for any loss, injury, or death arising out of the use of any Merchandise
3 (including the FR Merchandise), except to the extent such loss, injury or death is
4 due to the negligence/willful misconduct of Contractor or its agents or employees.

5 D. In consideration of the sizeable investment Contractor is
6 making in flame resistant garments "FRGS" to Service City, City guarantees
7 Contractor minimum weekly revenue attributable to FRGs equal to 75% of the
8 initial invoice. If employees or products are added to this Contract, the minimum
9 revenue amount will increase by an amount equal to 75% of the increase in the
10 weekly invoice. To the extent that City satisfies the buyback obligation, as
11 provided below, the minimum revenue amount will be decreased by an amount
12 equal to 75% of the reduction in the weekly invoice.

13 E. City may add employees, products and services to this
14 Contract upon written or verbal request to Contractor. The weekly rental charge
15 for any individual leaving the employ of City can be terminated, subject to the 75%
16 threshold noted above, but only after all FRGs issued to that individual have been
17 returned to Contractor, or City pays Contractor the then current replacement
18 charges for such unreturned FRGs.

19 F. If City fails to renew this Contract for the same term as the
20 initial term, or this Contract is terminated for any reason, City shall purchase all
21 FRGs that are in-service and out-of-service for an amount equal to the then
22 current replacement charge for all such FRGS. In addition, if City reduces its
23 minimum weekly revenue attributable to FRGs below the 75% threshold, City shall
24 purchase all FRGs in-service and out-of-service at the then current replacement
25 charge. In addition, if Contractor alters the design of the FRGs, at the expiration
26 or termination of this Contract City shall purchase all such altered FRGs that are in
27 service and out-of-service at the then current replacement charge."

28 G. If City is requesting embroidery of emblems/logos without the

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use of FR thread and FR emblems, the following language must be included:

"City has requested that Contractor embroider the names of City employees and/or City's logo onto the FR Merchandise being purchased by City from Contractor with thread and emblems/logos that are not made of flame resistant material. Contractor has agreed to perform, such embroidery in consideration for City's Contract to, and/or acknowledgment of, the following:

(1) City assumes all risks associated with the use by any of its employees, agents or representatives of the items being sold to CITY by CONTRACTOR; and

(2) City shall indemnify, defend and hold Contractor and any of its affiliates harmless from any and all claims, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of the use of, misuse of, or failure to use, any item sold or rented to City by Contractor, except to the extent any loss, injury or death is due to the negligence and/or willful misconduct of Contractor or its agents or employees."

2. Except as expressly modified herein, all of the terms and conditions contained in Contract No. 31064 are ratified and confirmed and shall remain in full force and effect.

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IN WITNESS WHEREOF, the parties have caused this document to be duly executed with all formalities required by law as of the date first stated above.

ARAMARK UNIFORM SERVICES, A
DIVISION OF ARAMARK UNIFORM &
CAREER APPAREL, LLC, a Delaware
limited liability company

April 27, 2009

By 
Vice President
David Michaelson
Type or Print Name

"Contractor"

CITY OF LONG BEACH, a municipal
corporation

May 7, 2009

By  Assistant City Manager
City Manager

"City"

EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.

This First Amendment to Contract No. 31064 is approved as to form on

5-1, 2009.

ROBERT E. SHANNON, City Attorney
By  Deputy