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AGREEMENT TO PROVIDE UNIFORM RENTAL AND LAUNDRY SERVICES TO THE CITY OF BURLINGAME

THIS AGREEMENT is made and entered into in the City of Burlingame, County of San Mateo, State of California, by and between the City of Burlingame, a municipal corporation [hereinafter City], and Alsco Inc. [hereinafter Contractor], as of the 5th day of July, 2022.

RECITALS

(A) City wishes to establish a contractual relationship with Contractor to provide services and materials to the City; and

(B) City has determined the exact nature, scope, or budget for these services and materials at this time; and

(C) City has qualified Contractor for providing these services and materials as to insurance and other provisions as specified in this Agreement; and

(D) Contractor represents that it is a qualified and competent supplier of the services and items to be purchased under this Agreement.

IT IS AGREED AS FOLLOWS:

1. Scope of Services. The Contractor shall provide the following services:

   (A) As requested by the City of Burlingame Parks Division, to provide uniform rental and laundering services as specified in the Alsco Inc.'s proposal to the 2022 City of Burlingame's Request for Proposal for Uniform Rental and Laundry Services.

   (B) Contractor shall perform work as described in the Contract Documents. The Contract documents consist of: the Request for Proposal dated March 21, 2022, attached hereto as Exhibit A; the Contractor's cost proposal, attached hereto as Exhibit B and this Agreement.

2. Time of Performance. The services of the Contractor are to be available for three (3) years upon the execution of this Agreement. Two (2) - one (1) year contract extensions may be granted at the request of the City based upon the Contractor's performance.

3. Request for Services. City will request services pursuant to this Agreement and the Contractor and the City shall execute a purchase order specifying the nature and cost of the services to be provided for that specific request. Contractor shall acknowledge receipt and acceptance of the requested materials and/or services by signing a copy of the purchase order and returning it to the City within ten (10) days unless directed to reply sooner.

4. Nonexclusivity. Nothing contained in this Agreement shall be construed or interpreted as giving the Contractor any exclusive right or priority to provide any or all of the services

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described in this Agreement, and the City shall remain free to use its own forces or any other person to provide some or all of those services as the City may in its sole discretion determine best meets the City's needs and wishes.

5. Compliance with Laws. The Contractor shall comply with all applicable laws, codes, ordinances, and regulations of governing federal, state and local laws. Contractor represents and warrants to City that it has all licenses, permits, qualifications and approvals of whatsoever nature, which are legally required for Contractor to practice its profession. Contractor represents and warrants to City that Contractor shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, and approvals which are legally required for Contractor to perform the services requested under this Agreement. If providing services in the City, **Contractor shall maintain a City business license pursuant to the City Municipal Code.**

6. Sole Responsibility. Contractor shall be responsible for employing or engaging all persons necessary to perform the services under this Agreement.

7. Cost of Services and Materials. Pricing for those services shall be in conformance with the price listing contained in Exhibit C attached hereto [or shall be specified in the purchase order and attachments to the purchase order for the specific services and materials requested by the City]. In no event shall purchases under this Agreement exceed a total of **$35,000** per each one-year period.

8. Information/Report Handling. All documents furnished to Contractor by the City and all reports and supportive data prepared by the Contractor under this Agreement are the City's property and shall be delivered to the City upon the completion of Contractor's services or at the City's written request. All reports, information, data, and exhibits prepared or assembled by Contractor in connection with the performance of its services pursuant to this Agreement are confidential until released by the City to the public, and the Contractor shall not make any of the documents or information available to any individual or organization not employed by the Contractor or the City without the written consent of the City before such release.

9. Availability of Records. Contractor shall maintain the records supporting this billing for not less than three (3) years following completion of the work under this Agreement. Contractor shall make these records available to authorized personnel of the City at the Contractor's offices during business hours upon written request of the City.

10. Project Managers. The designated Project Managers for the City are the Parks Superintendent and Parks Supervisor, who shall represent the City on all matters hereunder.

11. Notices. Any notice required to be given shall be deemed to be duly and properly given if mailed postage prepaid, and addressed to:

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To City: Richard Holtz
City of Burlingame Parks Division
850 Burlingame Ave
Burlingame, CA 94010
rholtz@burlingame.org/650-558-7330

To Contractor: Oscar Curiel
Alsco Inc.
1575 Indiana Street
San Francisco, CA 94107
ocuriel@alsoc.com/415-648-9266

or personally delivered to Contractor to such address or such other address as Contractor designates in writing to City.

12. Independent Contractor. It is understood that the Contractor, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and not an agent or employee of the City. As an independent contractor, neither Contractor nor any of its officers or employees shall obtain any rights to retirement benefits or other benefits which accrue to City employee(s). With prior written consent, the Contractor may perform some obligations under this Agreement by subcontracting, but may not delegate ultimate responsibility for performance or assign or transfer interests under this Agreement.

13. Nondiscrimination. Contractor warrants that it is an equal opportunity employer and shall comply with applicable regulations governing equal employment opportunity. Contractor does not and shall not discriminate against persons employed or seeking employment with them on the basis of age, sex, color, race, marital status, sexual orientation, ancestry, physical or mental disability, national origin, religion, or medical condition, unless based upon a bona fide occupational qualification pursuant to the California Fair Employment & Housing Act. In performing services under this Agreement, Contractor shall not discriminate against any applicant or designer on the basis of age, sex, color, race, marital status, sexual orientation, ancestry, physical or mental disability, national origin, religion, or medical condition.

14. Insurance. Contractor shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, Contractor's agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Contractor's pricing. See Exhibit A.

    A. Minimum Scope of Insurance

    Coverage shall be at least as broad as:

        i. Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 12 04 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits

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no less than $1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be $2,000,000.

ii. Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than $1,000,000 per accident for bodily injury and property damage.

iii. Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease.

iv. If the Contractor maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Contractor.

B. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

C. Other Insurance Provision

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

i. General Liability and Automobile Liability Coverages

a. The City of Burlingame, its officers, officials, employees and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Contractor, products and completed operations of the Contractor, premises owned, occupied or used by the Contractor, or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City of Burlingame, its officers, officials, employees, or volunteers. The endorsement providing this additional insured coverage shall be equal to or broader than ISO Form CG 20 10 11 85 and must cover joint negligence, completed operations, and the acts of subcontractors.

b. The Contractor's insurance coverage shall be primary insurance as respects the City of Burlingame, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City of Burlingame, its officers,

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officials, employees, or volunteers shall be excess of the Contractor's Insurance and shall not contribute with it.

c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City of Burlingame, its officers, officials, employees, or volunteers.

d. The 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.

ii. Workers' Compensation and Employers Liability Coverage

The insurer shall agree to waive all rights of subrogation against the City of Burlingame, its officers, officials, employees, or volunteers for losses arising from work performed by the Contractor for the City of Burlingame.

iii. All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt required, has been given to the City of Burlingame.

D. Acceptability of Insurers

Insurance is to be placed with insurers with a Best's rating of no less than A-:VII and authorized to do business in the State of California.

E. Verification of Coverage

Upon execution of this Agreement, Contractor shall furnish the City with certificates of insurance and with original endorsements effecting coverage required by this clause. 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. The certificates and endorsements are to be on forms approved by the City. All certificates and endorsements are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

F. Subcontractors

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

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15. Indemnification. The Contractor shall save, keep and hold harmless indemnify and defend the City its officers, agent, employees and volunteers from all damages, liabilities, penalties, costs, or expenses in law or equity that may at any time arise or be set up because of damages to property or personal injury received by reason of, or in the course of performing work which may be occasioned by a willful or negligent act or omissions of the Contractor, or any of the Contractor's officers, employees, or agents or any subcontractor. This provision shall not apply if the damage or injury is proximately caused by the gross or active negligence or willful misconduct of the City, its officers, agents, employees, or volunteers.

16. Prevailing Wages. Unless otherwise authorized in writing by the City, Contractor shall comply with Labor Code Sections 1774 and 1775. The current schedule of prevailing wage rates supplied by the State Department of Industrial Relations can be found at www.dir.ca.gov/OPRL/PWD/index.htm or by writing to the Department of Labor Relations. The City shall not supply copies of this schedule for posting on the job site unless specifically requested to do so by the Contractor. If the Contractor intends to use a craft or classification not shown on the general prevailing wage determinations, it may be required to pay the wage rate of the craft or classification most closely related to it as shown in the general determinations effective at the time of the purchase order. If the Contractor intends to use a craft or classification not shown, it shall notify the City at least five (5) working days before the execution of the purchase order. It is the Contractor's obligation to ensure that prevailing wages are paid on this project in conformance with State law and regulations.

17. Time of the Essence. Prompt delivery of the services and materials is essential to this Agreement.

18. Termination. Upon sixty (60) calendar days written notice to Contractor, City may, with or without cause and without prejudice to any other right or remedy of City, terminate the Contract for City's convenience. In such case, Contractor will be paid for (1) work satisfactorily completed prior the effective date of such termination, (2) furnishing of labor, equipment, and materials in accordance with the Contract Documents in connection with uncompleted work, (3) reasonable expenses directly attributable to termination, and (4) fair and reasonable compensation for associated overhead and profit. No payment will be made on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

19. Waivers. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of the Agreement.

20. Modifications. No modification, waiver, termination, or amendment to this Agreement is effective unless made in writing signed by the City and the Contractor.

21. Severability. If any term of this Agreement is held invalid by a court of competent jurisdiction, the remainder of this Agreement shall remain in effect.

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22. Entire Agreement. This Agreement sets forth the entire understanding between the parties.

IN WITNESS WHEREOF, the City and the Contractor have executed this Agreement on the date of 6/23/2022.

Alsco, Inc.

By Lisa K. Goldman
City Manager, Lisa K. Goldman

Oscar Curiel
Print Name

Oscar Curiel
Signature

General Manager
Title

ATTEST:

Meaghan Hassel-Shearer
City Clerk, Meaghan Hassel-Shearer

Approved as to form:

Michael Guina
City Attorney, Michael Guina

Docusign Envelope ID: D5AE3E46-2788-4439-91B5-89E190DCF0A7

AMENDMENT NO. 1
TO AGREEMENT FOR CONTRACTUAL SERVICES BETWEEN THE CITY OF BURLINGAME AND ALSCO INC. FOR CONTRACT UNIFORM RENTAL AND LAUNDRY SERVICES

THIS AMENDMENT NO. 1 is by and between Alsco Inc. ("Contractor") and the City of Burlingame, a public body of the State of California ("City") to provide contract uniform rental and laundry services as specified in the contract dated July 5, 2022 and hereby amends the previous between the parties, hereinafter called the "Agreement".

RECITALS

WHEREAS, the City has determined the need to extend the contract as provided in the Agreement to continue uniform services; and

WHEREAS, the City has estimated the costs associated with identified work to be no more than $35,133.80 per contract year; and

WHEREAS, the term of the agreement shall be until June 30, 2026 to provide.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. The City Manager is authorized and directed to enter into Amendment No. 1 to the Contractual Services Agreement with Alsco Inc. to provide uniform rental and laundry services as specified in the contract dated July 5, 2022 with a term to be extended until June 30, 2026.

2. Except as expressly amended in this Amendment No. 1, all other terms and conditions contained in the Agreement shall remain in full force and effect.

Docusign Envelope ID: D5AE3E46-2788-4439-91B5-89E190DCF0A7

IN WITNESS WHEREOF, Consultant and City execute this Amendment No. 1 to the Agreement.

CITY OF BURLINGAME
501 Primrose Road
Burlingame, CA 94010

By: Lisa K. Goldman
Lisa Goldman
City Manager

Date: 6/20/2025

CONTRACTOR
Alsco Inc.
1575 Indiana Street
San Francisco, CA 94107

By: OC
Oscar Curiel
General Manager

Date: 6/20/2025

Attest: Meaghan Hassel-Shearer
Meaghan Hassel-Shearer
City Clerk

Federal Employer ID Number: 87-0252999
License Number: 20506108
Expiration Date: 6/30/2026

Approved as to form:

Michael Guina
City Attorney

Docusign Envelope ID: DD1CA9C0-F63E-8980-8224-0E2EE36ADBE3

AMENDMENT NO. 2
TO AGREEMENT FOR CONTRACTUAL SERVICES BETWEEN THE CITY OF BURLINGAME AND ALSCO INC. FOR CONTRACT UNIFORM RENTAL AND LAUNDRY SERVICES

THIS AMENDMENT NO. 2 is by and between Alsco Inc. ("Contractor") and the City of Burlingame, a public body of the State of California ("City") to provide contract uniform rental and laundry services as specified in the contract dated July 5, 2022 and hereby amends the previous between the parties, hereinafter called the "Agreement".

RECITALS

WHEREAS, the City has determined the need to extend the contract as provided in the Agreement to continue uniform services; and

WHEREAS, the City has estimated the costs associated with identified work to be no more than $35,133.80 per contract year; and

WHEREAS, the term of the agreement shall be until June 30, 2027 to provide.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. The City Manager is authorized and directed to enter into Amendment No. 2 to the Contractual Services Agreement with Alsco Inc. to provide uniform rental and laundry services as specified in the contract dated July 5, 2022 with a term to be extended until June 30, 2027.

2. Except as expressly amended in this Amendment No. 2, all other terms and conditions contained in the Agreement shall remain in full force and effect.

Docusign Envelope ID: DD1CA9C0-F63E-8980-8224-0E2EE36ADBE3

IN WITNESS WHEREOF, Consultant and City execute this Amendment No. 2 to the Agreement.

CITY OF BURLINGAME
501 Primrose Road
Burlingame, CA 94010

By: Lisa K. Goldman
Lisa Goldman
City Manager

Date: 5/8/2026

CONTRACTOR
Alsco Inc.
1575 Indiana Street
San Francisco, CA 94107

By: Oscar Curiel
Oscar Curiel
General Manager

Date: 5/8/2026

Attest: Meaghan Hassel-Shearer
Meaghan Hassel-Shearer
City Clerk

Federal Employer ID Number: 87-0252999
License Number: 20506108
Expiration Date: 6/30/2027

Approved as to form:

Michael Guina
City Attorney