

**CITY OF LA HABRA  
MAINTENANCE SERVICES AGREEMENT  
WITH  
VESTIS CORPORATION**

THIS AGREEMENT is made and entered into this 26<sup>th</sup> day of August, 2024 (“Effective Date”), by and between the CITY OF LA HABRA, a municipal corporation (“City”), and VESTIS corporation, a Pennsylvania Corporation (“Contractor”).

**WITNESSETH:**

A. WHEREAS, City proposes to utilize the services of Contractor as an independent contractor to provide Uniform/Textile Rental and Laundry Services, as more fully described herein; and

B. WHEREAS, Contractor represents that it has that degree of specialized expertise contemplated within California Government Code Section 37103, and holds all necessary licenses to practice and perform the services herein contemplated; and

C. WHEREAS, City and Contractor desire to contract for the specific services described in Exhibit “A” (the “Project”) and desire to set forth their rights, duties, and liabilities in connection with the services to be performed; and

D. WHEREAS, no official or employee of City has a financial interest, within the provisions of Sections 1090-1092 of the California Government Code, in the subject matter of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

**1.0. SERVICES PROVIDED BY CONTRACTOR**

1.1. Scope of Services. Contractor shall provide the professional services described in Contractor’s Proposal (“Proposal”), attached hereto as Exhibit “A” and incorporated herein by this reference.

1.2. Professional Practices. All professional services to be provided by Contractor pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional contractors in similar fields and circumstances in accordance with sound professional practices. Contractor also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Contractor’s performance of this Agreement. Contractor shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Contractor shall at all times observe and comply with all such laws and regulations. Officers and employees shall not be liable at law or in equity occasioned by failure of the Contractor to comply with this Section.

1.3. Performance to Satisfaction of City. Contractor agrees to perform all the work to the complete satisfaction of the City and within the hereinafter specified. Evaluations of the work will be done by the City Manager or his or her designee. If the quality of work is not satisfactory, City in its discretion has the right to:

- (a) Meet with Contractor to review the quality of the work and resolve the matters of concern;
- (b) Require Contractor to repeat the work at no additional fee until it is satisfactory; and/or
- (c) Terminate the Agreement as hereinafter set forth.

1.4. Warranty. Contractor warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws, including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State, and local laws and ordinances applicable to the services required under this Agreement. Consultant warrants that it is not suspended or debarred from doing business with the United States government and can legally be paid from federal funds. Contractor shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against City for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Contractor's performance under this Agreement.

1.5. Non-discrimination. In performing this Agreement, Contractor shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, age, physical handicap, medical condition, marital status, sexual gender, or sexual orientation, except as permitted pursuant to Section 12940 of the Government Code. Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay, or other forms of compensation and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, a notice setting forth provisions of this non-discrimination clause.

Contractor shall, in all solicitations and advertisements for employees placed by, or on behalf of Contractor shall state that all qualified applicants will receive consideration for employment without regard to age, race, color, religion, sex, marital status, national origin, or mental or physical disability. Contractor shall cause the paragraphs contained in this Section to be inserted in all subcontracts for any work covered by the Agreement, provided that the foregoing provisions shall not apply to subcontracts for standard commercial supplies or raw materials.

1.6. Non-Exclusive Agreement. Contractor acknowledges that City may enter into agreements with other Contractors for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

1.7. Delegation and Assignment. This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of City. Contractor may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Contractor's sole cost and expense. All insurance requirements contained in this Agreement are independently applicable to any and all subcontractors that Contractor may engage during the term of this Agreement.

1.8. Confidentiality. Employees of Contractor in the course of their duties may have access to financial, accounting, statistical, and personnel data of private individuals and

employees of City. Contractor covenants that all data, documents, discussion, or other information developed or received by Contractor or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Contractor without written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Contractor's covenant under this Section shall survive the termination of this Agreement.

## **2.0. COMPENSATION AND BILLING**

2.1. Compensation. Contractor shall be paid in accordance with the fee schedule set forth in Exhibit "B". Contractor's total compensation shall not exceed Fifteen Thousand, Eight-Hundred Ninety-Seven (\$15,897.00), City shall also pay Contractor the amounts listed in Exhibit "B" pertaining to any lost items, additional items of inventory, and emblems during the term and any extensions of the Agreement. The rates listed under the fee schedule set forth in Exhibit "B" shall be locked in and shall not change for the duration of the agreement and the two one-year extension periods.

2.2. Additional Services. Contractor shall not receive compensation for any services provided outside the scope of services specified in the Contractor's Proposal or which is inconsistent with or in violation of the provisions of this Agreement unless the City or the Project Manager for this Project, prior to Contractor performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable. Should the City request in writing additional services that increase the hereinabove described "Scope of Services", an additional fee based upon the Contractor's standard hourly rates shall be paid to the Contractor for such additional services. Such increase in additional fees shall be limited to 10% of the total contract sum. The City Manager is authorized to approve a Change Order for such additional services. Where the original contract is \$35,000.00 or less, City Council approval shall be required prior to any increase bringing the total compensation to more than \$35,000.00.

2.3. Method of Billing. Contractor may submit invoices to the City for approval on a progress basis, but no more often than two times a month. Said invoice shall be based on the total of all Contractor's services which have been completed to City's sole satisfaction. City shall pay Contractor's invoice within forty-five (45) days from the date City receives said invoice. Each invoice shall describe in detail the services performed, the date of performance, and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

2.4. Records and Audits. Records of Contractor's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to City or its Project Manager for inspection and/or audit at mutually convenient times for a period of three (3) years from the Effective Date.

## **3.0. TIME OF PERFORMANCE**

3.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence within five (5) days and uniform delivery shall occur within (30) days from the Effective Date of this Agreement. Billing shall commence upon uniform delivery. Said services shall be performed in strict compliance with the Project

Schedule approved by City as set forth in Exhibit "A". The Project Schedule may be amended by mutual agreement of the parties. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party. If a delay beyond the control of the Contractor is encountered, a time extension may be mutually agreed upon in writing by the City and the Contractor. The Contractor shall present documentation satisfactory to the City to substantiate any request for a time extension.

#### **4.0. TERM AND TERMINATION**

4.1. Term. The term of this Agreement shall begin on September 1, 2024 and continue through June 30, 2027. This agreement may be renewed for two (2) additional one-year extensions, upon mutual agreement in writing by both City and Contractor; or, until such time as it is terminated pursuant to the provisions in Article V of this Agreement. The first additional one-year period shall be from July 1, 2027 through June 30, 2028 and the second additional one-year period shall be from July 1, 2028 through June 30, 2029.

4.2. Notice of Termination. The City reserves and has the right and privilege of canceling, suspending, or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing at least thirty (30) days prior written notice to Contractor. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Contractor shall immediately stop rendering services under this Agreement unless directed otherwise by the City. If the City suspends, terminates, or abandons a portion of this Agreement such suspension, termination, or abandonment shall not make void or invalidate the remainder of this Agreement.

If the Contractor defaults in the performance of any of the terms or conditions of this Agreement, it shall have ten (10) days after service upon it of written notice of such default in which to cure the default by rendering a satisfactory performance. In the event that the Contractor fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

The City shall have the right, notwithstanding any other provisions of this Agreement, to terminate this Agreement, at its option and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement, immediately upon service of written notice of termination on the Contractor, if the latter should:

- a. Be adjudged a bankrupt;
- b. Become insolvent or have a receiver of its assets or property appointed because of insolvency;
- c. Make a general assignment for the benefit of creditors;
- d. Default in the performance of any obligation or payment of any indebtedness under this Agreement;
- e. Suffer any judgment against it to remain unsatisfied or unbonded of record for thirty (30) days or longer; or

- f. Institute or suffer to be instituted any procedures for reorganization or rearrangement of its affairs.

4.3. Compensation. In the event of termination, City shall pay Contractor for reasonable costs incurred and professional services satisfactorily performed up to and including the date of City's written notice of termination within thirty-five (35) days after service of the notice of termination. Compensation for work in progress shall be prorated based on the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein. In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents pertaining to the services contemplated herein whether delivered to the City or in the possession of the Contractor. City shall not be liable for any claim of lost profits.

4.4. Documents. In the event of termination of this Agreement, all documents prepared by Contractor in its performance of this Agreement including, but not limited to, finished or unfinished design, development, and construction documents, data studies, drawings, maps, and reports, shall be delivered to the City within ten (10) days of delivery of termination notice to Contractor, at no cost to City. Any use of uncompleted documents without specific written authorization from Contractor shall be at City's sole risk and without liability or legal expense to Contractor.

## **5.0. INSURANCE**

5.1. Insurance. The Contractor and all subcontractors, if any, shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, insurance as set forth in [Exhibit "C"] attached hereto and incorporated herein by this reference.

Neither the City nor any of its officers, officials, agents, employees, or volunteers makes any representation that the types of insurance and the limits specified to be carried by Contractor under this Agreement are adequate to protect Contractor. If Contractor believes that any such insurance coverage is insufficient, Contractor shall provide, at its own expense, such additional insurance as Contractor deems adequate.

5.2. Deductible or Self-Insured Retention. If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by City. No policy of insurance issued as to which the City is an additional insured shall contain a provision which requires that no insured except the named insured can satisfy any such deductible or self-insured retention.

5.3. Certificates of Insurance. Contractor shall provide to City certificates of insurance showing the insurance coverages, as well as providing the City with the required endorsements, in a form and content approved by City, prior to performing any services under this Agreement. The certificates of insurance and endorsements shall be attached hereto as [Exhibit "D"] and incorporated herein by this reference.

5.4. Non-limiting. Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Contractor may be held responsible for payments of damages to persons or property.

## 6.0. GENERAL PROVISIONS

6.1. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

6.2. Representatives. The City Manager or his or her designee shall be the representative of City for purposes of this Agreement and may issue all consents, approvals, directives, and agreements on behalf of the City, called for by this Agreement, except as otherwise expressly provided in this Agreement.

Contractor shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives, and agreements on behalf of Contractor called for by this Agreement, except as otherwise expressly provided in this Agreement.

6.3. Project Managers. City shall designate a Project Manager to work directly with Contractor in the performance of this Agreement. It shall be the Contractor's responsibility to assure that the Project Manager is kept informed of the progress of the performance of the services and the Contractor shall refer any decision, which must be made by City, to the Project Manager. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Project Manager.

Contractor shall designate a Project Manager who shall represent it and be its agent in all consultations with City during the term of this Agreement and who shall not be changed by Contractor without the express written approval by the City. Contractor or its Project Manager shall attend and assist in all coordination meetings called by City.

6.4. Notices. Any notices, documents, correspondence, or other communications concerning this Agreement, or the work hereunder may be provided by personal delivery, facsimile or if mailed, shall be addressed as set forth below and placed in a sealed envelope, postage prepaid, and deposited in the United States Postal Service. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by facsimile; and c) 72 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CONTRACTOR:

Vestis Corporation  
3101 W Adams Street  
Santa Ana, CA 92704  
Tel: 909-782-7271  
Fax: \_\_\_\_\_  
Attn: Jack Veloz, General Manager

IF TO CITY:

City of La Habra  
110 East La Habra Boulevard  
La Habra, CA 90631  
Tel: 562-383-4170  
Fax: 562-383-4497  
Attn: Elias Saykali, Director of  
Public Works

6.5. Attorneys' Fees. In the event that litigation is brought by any party in connection

with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

6.6. Governing Law. This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California. Contractor agrees to submit to the personal jurisdiction of such court in the event of such action.

6.7. Assignment. Contractor shall not voluntarily or by operation of law assign, transfer, sublet, or encumber all or any part of Contractor's interest in this Agreement without City's prior written consent. Any attempted assignment, transfer, subletting, or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of City's consent, no subletting or assignment shall release Contractor of Contractor's obligation to perform all other obligations to be performed by Contractor hereunder for the term of this Agreement.

6.8. Indemnification and Hold Harmless. Consultant agrees to protect, defend, indemnify, and hold free and harmless the City, its officers, officials, agents, employees, and volunteers, at Consultant's sole expense, from and against any and all claims, liabilities, demands, actions, expenses, damages, suits or other legal proceedings brought against the City, its officers, officials, agents, employees, and volunteers arising out of or in any way connected with the performance of the Consultant, its employees, and/or authorized subcontractors' work undertaken pursuant to this Agreement including all acts or omissions, willful misconduct or negligent conduct, whether active or passive, on the part of the Consultant, its employees and/or subcontractors. The defense obligation provided for hereunder shall apply whenever any claim, action, complaint or suit asserts liability against the City, its officers, officials, agents, employees, and volunteers based upon the work performed by the Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not the Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable, and whether or not there is any evidence of fault or wrongdoing by the Consultant, its employees and/or its subcontractors. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

6.9. Independent Contractor. Contractor is and shall be acting at all times as an independent contractor and not as an employee of City. Contractor shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Contractor or any of Contractor's employees, except as set forth in this Agreement. Contractor shall not, at any time, or in any manner, represent that it or any of its or employees are in any manner agents or employees of City. Contractor shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Contractor and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Contractor shall indemnify and hold City harmless from any

and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Contractor further agrees to indemnify and hold City harmless from any failure of Contractor to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Contractor under this Agreement any amount due to City from Contractor as a result of Contractor's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

6.10. PERS Eligibility Indemnification. In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Contractor shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, State, or Federal policy, rule, regulation, law, or ordinance to the contrary, Contractor and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

6.11. Cooperation. In the event any claim or action is brought against City relating to Contractor's performance or services rendered under this Agreement, Contractor shall render any reasonable assistance and cooperation which City might require.

6.12. Ownership of Documents. All findings, reports, documents, information, and data including, but not limited to, computer tapes or discs, preliminary notes, working documents, files, and tapes furnished or prepared by Contractor or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Contractor agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City but shall be made available to the City within ten (10) days of request or within ten (10) days of termination. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of City and without liability or legal exposure to Contractor. City shall indemnify and hold harmless Contractor from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from City's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Contractor. Contractor shall deliver to City any findings, reports, documents, information, data, preliminary notes and working documents, in any form, including but not limited to, computer tapes, discs, files audio tapes, or any other Project related items as requested by City or its authorized representative, at no additional cost to the City. Contractor or Contractor's agents shall execute such documents as may be necessary from time to time to confirm City's ownership of the copyright in such documents.

6.13. Public Records Act Disclosure. Consultant has been advised and is aware that this Agreement and all reports, documents, information, and data, including, but not limited to, computer tapes, discs, or files furnished or prepared by Consultant, or any of its subcontractors,

pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 7920.000 *et seq.*). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code Section 7924.510, and of which Consultant informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

6.14. Conflict of Interest. Contractor and its officers, employees, associates, and subcontractors, if any, will comply with all conflict-of-interest statutes of the State of California applicable to Contractor's services under this agreement, including, but not limited to, the Political Reform Act (Government Code Sections 81000, *et seq.*) and Government Code Section 1090. During the term of this Agreement, Contractor and its officers, employees, associates, and subcontractors shall not, without the prior written approval of the City Representative, perform work for another person or entity for whom Contractor is not currently performing work that would require Contractor or one of its officers, employees, associates, or subcontractors to abstain from a decision under this Agreement pursuant to a conflict of interest statute. Consultant's duties and services under this Agreement shall not include preparing or assisting the City with any portion of the City's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with the City. The City shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this project. Consultant's participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. Consultant shall cooperate with the public entity to ensure that all bidders for a subsequent contract on any subsequent phase of this project, if any, have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by Consultant pursuant to this Agreement.

6.15. Responsibility for Errors. Contractor shall be responsible for its work and results under this Agreement. Contractor, when requested, shall furnish clarification and/or explanation as may be required by the City's representative, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to Contractor occurs, then Contractor shall, at no cost to City, provide all necessary design drawings, estimates and other Contractor professional services necessary to rectify and correct the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction.

6.16. Prohibited Employment. Contractor will not employ any regular employee of City while this Agreement is in effect.

6.17. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, the conflict shall be resolved by giving precedence in the following order, if applicable: This Agreement, the City's Request for Proposals, the Contractor's Proposal.

6.18. Costs. Each party shall bear its own costs and fees incurred in the preparation

and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

6.19. No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of City and Contractor and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

6.20. Headings. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

6.21. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

6.22. Amendments. Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

6.23. Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

6.24. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

6.25. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

6.26. Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so the parties hereto are formally bound to the provisions of this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

**CITY OF LA HABRA,  
A municipal corporation**

\_\_\_\_\_  
Jim Sadro, City Manager

Date: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
Rhonda J. Barone, CMC, City Clerk  
of the City of La Habra

**CONTRACTOR:**

  
\_\_\_\_\_  
Jack Veloz, General Manager, Vestis Corporation

Date: 8/28/2024

\_\_\_\_\_  
[Redacted]  
\_\_\_\_\_  
Social Security or Taxpayer ID Number

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Richard D. Jones, City Attorney

Date: \_\_\_\_\_

**APPROVED AS TO INSURANCE:**

\_\_\_\_\_  
Lucy Coelho-LaFreniere, Risk Manager

Date: \_\_\_\_\_

**APPROVED AS TO CONTENT:**

  
\_\_\_\_\_  
Jeff Henderson, Project Manager

Date: 8/28/2024

**DEPARTMENTAL APPROVAL:**

  
\_\_\_\_\_  
Elias Saykali, Director of Public Works

Date: 9/10/24

**EXHIBIT A**

**CONTRACTOR'S SCOPE OF WORK AND SCHEDULE OF PERFORMANCE**

**EXHIBIT "A"**  
**SCOPE OF WORK AND SCHEDULE OF PERFORMANCE**

**I. Services**

**CONTRACTOR** shall furnish uniforms for all **CITY** employees in need of uniforms as determined by **CITY**. **CONTRACTOR** shall be required to furnish new uniforms and supplies at various sites within the **CITY**.

**II. General Requirements**

- a. **CONTRACTOR** shall furnish and maintain an inventory of eleven (11) uniforms per employee in order to provide five (5) changes per week. **CONTRACTOR** shall provide for orderly and timely pickup and delivery of the required uniform changes weekly. This inventory of uniforms shall be maintained by **CONTRACTOR** during the Term of the Agreement. **CONTRACTOR** shall use a barcoding system to accurately track uniform inventory and quality.
- b. **CONTRACTOR** shall measure each **CITY** employee of the current work force, and outfit each employee with new uniforms. **CONTRACTOR** shall be responsible for supplying and maintain properly fitting uniforms for each employee. New employees of the **CITY** that require uniforms shall be fitted within one week following notice to **CONTRACTOR** of new employees and shall be done at no additional cost to the **CITY**.
- c. **CONTRACTOR** shall be responsible for maintaining the uniforms in good condition at a minimum grade (B) standard or higher. A grade B garment is defined as a garment that comes from **CONTRACTOR**'s local stockroom, has been previously washed, gently worn and in like new condition. If there is not a grade B garment in the size, style and color for the **CITY** employee, then a new garment will be issued for that **CITY** employee and delivered from **CONTRACTOR**'s Regional Distribution Center in Ontario, CA.
- d. **CONTRACTOR** will inspect, repair and deliver all Merchandise (as listed in Exhibit B) in a clean and useable condition to **CITY**, on the next scheduled delivery day, along with Merchandise needing repair that can be reasonably repaired.
- e. **CONTRACTOR** shall deliver all cleaned and freshly processed Merchandise on the next scheduled delivery day, a minimum of once each week to such sites within the **CITY** as the Public Works Director or designee shall direct. Soiled uniforms shall be picked up by **CONTRACTOR** at the same times and places as deliveries.
- f. **CONTRACTOR** shall launder and/or tunnel all uniforms in **CONTRACTOR**'s own plants using high standards in laundering methods in accordance with all applicable

standards of all County and State public health agencies with no additional cost to the CITY.

- g. All uniforms shall remain the property of the **CONTRACTOR**.
- h. The **CONTRACTOR** must provide good workable and clean garment laundry lockers at a location approved by the Director of Public Works, to allow each employee to return uniforms in a locked compartment. The **CONTRACTOR** is to provide the **CITY** with a key for each unit. Lockers are to be serviced once a week, with pickup of soiled garments to take place at that time. Lockers are provided at no extra cost to the **CITY**.
- i. Should an employee receiving uniform rental and laundry service not require such service for a minimum period of three (3) consecutive months, upon notice to **CONTRACTOR**, uniform rental and laundry service for the employee shall be suspended, and corresponding service charges stopped, until the **CONTRACTOR** is requested to again begin service for that employee.
- j. **CONTRACTOR** shall review with **CITY**, its account for Services and Merchandise as needed or upon request. **CONTRACTOR** shall perform a customer service inspection two (2) times a year at the beginning of each quarter (January and July). This shall be done in order to maintain a high standard of service, to verify that all expectations by the **CITY** are being met, and to remedy all problems that may arise. **CONTRACTOR** will remain committed to meeting or exceeding **CITY**'s needs. Any customer service request or issue that arises during the term of this Agreement must be resolved to **CITY'S** satisfaction within 48 hours after receipt by a representative from **CONTRACTOR**.
- k. **CONTRACTOR** shall have all striped supervisor uniforms pressed to remove all wrinkles. **CONTRACTOR** will conduct wrinkle removal and uniform pressing at no extra cost for the supervisor uniforms.
- l. **CONTRACTOR** shall press and remove all wrinkles from other non-supervisor uniform shirts on a case by case basis ONLY. This service may ONLY be provided at **CITY'S** request with approval from the Public Works Director or his designee. **CONTRACTOR** shall charge for non-supervisor pressing at price charged in Exhibit "B" Compensation Rates and Charges.

### III. Obligation of CITY

- a. **CITY** will pay **CONTRACTOR** for uniforms and services to be provided by **CONTRACTOR** the amounts set forth in Exhibit B. Weekly charges shall be based upon the number of employees receiving services during the week, multiplied by the unit cost per change as set forth in Exhibit B.
- b. The weekly charge shall be imposed for new employees that require uniforms.
- c. **CITY** will be responsible for lost uniforms not returned to Vestis. In the event a uniform or garment item is lost and needs to be replaced, **CITY** shall pay to **CONTRACTOR** the replacement costs as set forth in Exhibit B for each shirt, pant or other garment lost by **CITY** and/or its employee. Replacement costs have been depreciated, pre-negotiated and firmly defined in Exhibit B.
- d. Under the Vestis Easycare program, **CITY** shall pay an extra charge per item based on the Easycare rate set forth in Exhibit B. Under the easycare program, **CITY** will not be responsible for damage to uniforms. **CITY** shall not be required to pay the replacement cost set forth in Exhibit B for damaged uniforms as any damage costs will be covered under the Easycare program.
- e. **CITY** reserves the right to add or delete uniforms without penalty if staff is increased or reduced. Any change to uniform levels if staff levels increase or decrease will only adjust the number of total units per month and will not change the unit prices shown in Exhibit B.

#### **IV. Specifications**

- a. General - All uniforms shall be new and of presentable uniform quality and suitable for the uses and wear intended. Presentable uniform quality shall be defined as suitable or socially acceptable in appearance with no holes, tears, stains, excessive wrinkles, worn areas, faded appearance, or other deficiencies. After entering into this agreement, **CONTRACTOR** agrees that it shall replace all uniforms that have deteriorated to an unpresentable quality with stock room replacements that are of presentable quality.
- b. Industrial pants/Shorts - The uniform material of all industrial pants shall be sixty-five percent (65%) Dacron polyester, thirty-five (35%) cotton twill, seven (7) ounces per square yard, crease-resistant fabric, vat-dyed for maximum color retention and Sanforized with a maximum one percent (1%) shrinkage. They shall be of single needled open seamed construction, zipper fly, stop button through left hip pocket, no button right hip pocket, 5/8" wide belt loop and double stitched without cuff. If an employee chooses shorts, they shall be no shorter than the middle of the thigh and no longer than the knee.

- c. Shirts - Shirt material shall be sixty-five (65%) Dacron polyester, thirty-five (35%) combined cotton, 4.77 ounces per square yard, crease-resistant fabric, vat-dyed for maximum color retention and Sanforized with a maximum one percent (1%) shrinkage. They shall have sport shirt styling, six button front, and convertible collar, through breast pocket with long or short sleeves as selected by employee. Long sleeve shirts shall have lined cuffs. Specialty cuts such as long tail shirts will be provided as needed depending on needs of individual employees.
- d. Repairs - Repairs shall be completed within one week and **CONTRACTOR** will deliver to **CITY**, on the next scheduled delivery day, replacement or additional uniforms ordered of a similar size and color as those in service at **CITY**, provided **CONTRACTOR** receives the order on a regular delivery day. Should the repair take longer than one week, **CONTRACTOR** will issue a credit to **CITY**'s account equal to the weekly charge for the item of Merchandise affected, to the extent **CONTRACTOR**'s service guarantees are unmet. Repairs will be consistent with the fabrication of the garment. Repairs may include, but are not limited to, missing emblems, name tags, torn sleeves, torn out hems, etc. The **CONTRACTOR** shall complete these repairs at no extra charge to the **CITY**.
- e. Emblems: Name Tags - **CONTRACTOR** shall install name tags as required by the **CITY**. Name tags will be furnished by **CONTRACTOR** and shall be affixed by **CONTRACTOR**. The name tags will be charged at the price shown in Exhibit "B" Compensation Rates and Charges. There shall be no charge for name tags for the initial set of uniforms issued at the beginning of this agreement.
- f. Emblems: Identifying Patches- **CITY** will furnish its City logo, which shall be made into an identifying patch by **CONTRACTOR** and shall be affixed by **CONTRACTOR**. The identifying patches will be charged at the price shown in Exhibit "B" Compensation Rates and Charges. There shall be no charge for identifying patches for the initial set of uniforms issued at the beginning of this agreement.
- g. Emblems: American Flag Patches - **CONTRACTOR** shall also install an American flag patch on the left shoulder with the union star field facing to the front and the stripes facing the back of the wearer. The American Flag patches will be charged at the price shown in Exhibit "B" Compensation Rates and Charges. There shall be no charge for American flag patches for the initial set of uniforms issued at the beginning of this agreement.

**EXHIBIT B**

**COMPENSATION RATES AND CHARGES**

## SERVICE PROPOSAL

Customer #: \_\_\_\_\_ Use only for current customers

Customer's Service Location (for multiple locations, see attached list)

Customer's Billing Address (if different)

<b>CUSTOMER NAME:</b> City of La Habra	<b>CUSTOMER NAME:</b> City of La Habra
<b>ADDRESS:</b> 621 W Lambert Rd	<b>ADDRESS:</b> 621 W Lambert Rd
<b>ADDRESS 2:</b>	<b>ADDRESS 2:</b>
<b>CITY / STATE / ZIP:</b> La Habra, CA 90631-6755	<b>CITY / STATE / ZIP:</b> La Habra, CA 90631

### GARMENTS AND SERVICES ORDERED

No. of Wearers	MERCHANDISE	NUMBER OF ITEMS PER WEARER*	RATE (per item)**	EASYCARE® RATE (per item)	FREQUENCY	REPLACEMENT CHARGE (per item)
1	Shirt, Work, Solid, 65/35 Blend-Light Blue	269	\$0.120	\$0.030	Weekly	\$14.50
1	Shirt, Work, Solid, 65/35 Blend-Light Blue	125	\$0.120	\$0.030	Weekly	\$14.50
1	Pant, Work, 65/35 Blend-Navy	472	\$0.120	\$0.030	Weekly	\$18.50
1	Pant, Shorts 65/35 Blend-Navy	7	\$0.120	\$0.030	Weekly	\$15.00
1	Shirt, Work, Striped, 65/35 Blend-Blue/White Stripe	2	\$0.120	\$0.030	Weekly	\$16.00
1	Shirt, Work, Striped, 65/35 Blend-Blue/White Stripe	78	\$0.120	\$0.030	Weekly	\$16.00
1	Pant, Cargo Shorts-Charcoal	2	\$0.120	\$0.030	Weekly	\$20.00
1	Coveralls, 65/35 Blend-Navy	58	\$0.250	\$0.040	Weekly	\$40.25
1	Jacket, Slash Pocket-Navy	16	\$0.200	\$0.030	Weekly	\$29.00
1	Jacket, Team Style-Navy	77	\$0.200	\$0.030	Weekly	\$29.00

\*Represents total allocated units, including items at Customer's location(s) and items in the process of being laundered.

\*\*There will be an extra charge reflected on your invoice for any non-standard sized garments.

Proposal Continues on Next Page

## NON-GARMENT MERCHANDISE AND SERVICES ORDERED

MERCHANDISE	QUANTITY*	RATE (per item)	FREQUENCY	MINIMUM BILLED PERCENTAGE	EASYCARE® RATE (per item)	REPLACEMENT CHARGE (per item)
Mat, Scraper, 3x5-Black	15	\$1.800	Weekly	100%	Not Incl.	\$77.05
Mat, SteadyStep Splash, 3x5-Black	1	\$1.800	Weekly	100%	Not Incl.	\$161.00
Mat, Anti-Fatigue, 3x5-Black	2	\$1.800	Weekly	100%	Not Incl.	\$128.80
Mat, Standard, 3x4-Black	14	\$1.440	EOW	50%	Not Incl.	\$51.75
Mat, Standard, 3x10-Black	10	\$3.600	EOW	50%	Not Incl.	\$132.25
Mat, Scraper, 3x5-Black	2	\$2.700	EOW	100%	Not Incl.	\$77.05
Mat, SteadyStep Splash, 3x5-Black	2	\$2.700	EOW	100%	Not Incl.	\$161.00
Mat, Anti-Fatigue, 3x5-Black	10	\$2.700	EOW	100%	Not Incl.	\$128.80
Shop Towel, 18x18-Red	550	\$0.020	Weekly	100%	\$0.010	\$1.00
Fender Cover-Red	20	\$0.150	Weekly	100%	\$0.040	\$17.25
Locker, Soil-Silver Vein	3	\$0.500	Weekly	100%	Not Incl.	\$402.50

\*Represents total allocated units, including items at Customer's location(s) and items in the process of being laundered.

\*\*There will be an extra charge reflected on your invoice for any non-standard sized garments.

### ADDITIONAL CHARGES:

DESCRIPTION	RATE	DESCRIPTION	RATE
Garment Preparation	<u>\$2.00</u> per Garment	Service Charge	9% per Week
Company Emblem	<u>\$1.00</u> per Emblem		
Name Emblem	<u>\$1.00</u> per Emblem	Multi-day Stop Charge	<u>\$20.00</u> per Additional Stop
Embroidery	<u>\$10.00</u> per Embroidery		

Additional Terms/Charges: Waive Name Emblem, Company Emblem, and Prep charges on install

**EXHIBIT C**  
**INSURANCE REQUIREMENTS**

## EXHIBIT C

### INSURANCE REQUIREMENTS

#### A. Minimum Scope and Limits of Insurance

City reserves the right to review any and all of the required insurance policies and/or endorsements, but has no obligation to do so. Failure to demand evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Consultant from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance, including any extension thereof, of this Agreement.

Consultant shall obtain, maintain, and keep in full force and effect during the life of this Agreement, including any extension thereof, all of the following minimum scope of insurance coverages:

##### 1. Commercial General Liability Insurance

Broad-form commercial general liability, with coverage at least as broad as the most current version of ISO Commercial General Liability coverage form CG 00 01, in a form at least as broad as ISO form CG 00 01 04 13, and shall include insurance for premises and operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury, and personal and advertising injury with a policy limit of not less than Two Million Dollars (\$2,000,000.00) per occurrence and Four Million Dollars (\$4,000,000.00) general aggregate. The aggregate limit, encompassing the above coverage, shall apply separately to this project/location. If Consultant maintains higher limits than the specified minimum limits, City requires and shall be entitled to coverage for the higher limits maintained by the Consultant.

##### 2. Business Automobile Liability Insurance

Business automobile liability for all owned, hired, leased, and non-owned vehicles at least as broad as the most current version of ISO Business Auto Coverage Form CA 00 01, with a policy limit of not less than Two Million Dollars (\$2,000,000.00) combined single limit per accident. If Consultant maintains higher limits than the specified minimum limits, City requires and shall be entitled to coverage for the higher limits maintained by the Consultant.

##### 3. Workers' Compensation and Employer's Liability Insurance

Workers' compensation insurance as required by the State of California and Employer's Liability Insurance with a minimum limit of One Million Dollars (\$1,000,000.00) per accident for any employee or employees of Consultant. Consultant agrees to waive and to obtain endorsements from its workers'

compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, officials, agents, employees, and volunteers for losses arising from work performed by Consultant for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

By signing this Agreement, the Consultant acknowledges and agrees to the following:

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

The Consultant shall also comply with Section 3800 of the Labor Code by securing, paying for, and maintaining in full force and effect for the duration of this Agreement, complete workers' compensation insurance, and shall furnish a certificate of insurance to the Project Manager before execution of this Agreement by the City. The City, its officers, officials, agents, employees, and volunteers shall not be responsible for any claims in law or equity occasioned by failure of the Consultant to comply with this Section.

#### **4. Standards for Insurance Companies**

All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commission to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide.

### **B. Documentation and Other Provisions**

1. The commercial general liability insurance policy and business automobile liability policy shall be endorsed to contain the following: The City of La Habra, its officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Consultant pursuant to its contract with the City; products and completed operations of the Consultant; premises owned, occupied, or used by the Consultant; and automobiles owned, leased, hired, or borrowed by the Consultant. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance at least as broad as one of the following ISO ongoing operations forms: CG 20 10 or CG 20 26 or CG 20 33 (not allowed from subcontractors), or CG 20 38; and one of the following ISO completed operations forms: CG 20 37, 2039 (not allowed from subcontractors), or CG 20 40.
2. Said policies shall not terminate, nor shall they be cancelled or coverage reduced, without at least thirty (30) days' written notice to the City. In the event of any

cancellation or reduction in coverage or limits of any insurance, Consultant shall forthwith obtain and submit proof of substitute insurance. Should Consultant fail to immediately procure other insurance, as specified, to substitute for any cancelled policy or reduction in the required coverage limits, the City may procure such insurance at Consultant's sole cost and expense.

3. The Consultant's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the City of La Habra, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of La Habra shall be excess and not contributing with the insurance provided by this policy.
4. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of La Habra, its officers, officials, agents, employees, and volunteers.
5. Defense fees and costs shall not deplete the limits of any insurance provided under this Agreement.
6. The Consultant'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.
7. Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Consultant shall ensure the City is an additional insured on insurance required from subcontractors.
8. Consultant agrees to waive, and to obtain endorsements from insurers waiving, subrogation rights against the City, its officers, agents, employees, and volunteers for losses arising from work performed by Consultant for the City and to require each of its subcontractors, if any, to do likewise under their insurance policies.
9. Coverage shall be on a standard occurrence form. Claims-made forms are not acceptable. Modified, limited, or restricted occurrence forms are not acceptable.

**EXHIBIT D**

**CERTIFICATES OF INSURANCE AND ENDORSEMENTS**



# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
08/30/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Aon Risk Insurance Services West, Inc. San Francisco CA Office 425 Market Street Suite 2800 San Francisco CA 94105 USA	<b>CONTACT NAME:</b> PHONE (A/C. No. Ext): (866) 283-7122      FAX (A/C. No.): (800) 363-0105		
	<b>E-MAIL ADDRESS:</b>		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>	
<b>INSURED</b> Vestis Corporation and its Subsidiaries 500 Colonial Center Parkway Suite 140 Roswell GA 30076 USA	INSURER A: Liberty Mutual Fire Ins Co		23035
	INSURER B: LM Insurance Corporation		33600
	INSURER C: Liberty Insurance Corporation		42404
	INSURER D:		
	INSURER E:		
	INSURER F:		

<b>COVERAGES</b>	<b>CERTIFICATE NUMBER: 570107938335</b>	<b>REVISION NUMBER:</b>
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THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Vendors Liability <input checked="" type="checkbox"/> Liquor Liability GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y	Y	EB2661067488043	09/29/2023	09/29/2024	EACH OCCURRENCE	\$2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$2,000,000
							MED EXP (Any one person)	Excluded
							PERSONAL & ADV INJURY	\$2,000,000
							GENERAL AGGREGATE	\$4,000,000
							PRODUCTS - COMP/OP AGG	\$4,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y		AS2-661-067488-033	09/29/2023	09/29/2024	COMBINED SINGLE LIMIT (Ea accident)	\$2,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
C	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION			TH7661067488053	09/29/2023	09/29/2024	EACH OCCURRENCE	\$10,000,000
							AGGREGATE	\$10,000,000
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y	WA566D067488013	09/29/2023	09/29/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
C		N/A	Y	AOS WC7661067488023 WI, MN	09/29/2023	09/29/2024	E.L. EACH ACCIDENT	\$1,000,000
							E.L. DISEASE-EA EMPLOYEE	\$1,000,000
							E.L. DISEASE-POLICY LIMIT	\$1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

General Liability includes Contractual Liability and Products/Completed Operations coverage. The City of La Habra, its officers, officials, agents, employees and volunteers are included as Additional Insured in accordance with the policy provisions of the General Liability and Automobile Liability policies. General Liability policy evidenced herein is Primary to other insurance available to the City of La Habra, its officers, officials, agents, employees and volunteers, but only in accordance with the policy's provisions. General Liability policy evidenced herein is Non-Contributory to other insurance available to the City of La Habra, but only in accordance with the policy's provisions. A waiver of subrogation is granted in favor of the City of La Habra, its officers, officials, agents, employees and volunteers in accordance with the policy

<b>CERTIFICATE HOLDER</b>  City of La Habra PO Box 337 La Habra CA 90631 USA	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	<b>AUTHORIZED REPRESENTATIVE</b>  

Holder Identifier : ALBCDH

Certificate No : 570107938335





# ADDITIONAL REMARKS SCHEDULE

AGENCY Aon Risk Insurance Services West, Inc.		NAMED INSURED Vestis Corporation and its subsidiaries	
POLICY NUMBER See Certificate Number: 570107938335			
CARRIER See Certificate Number: 570107938335	NAIC CODE	EFFECTIVE DATE:	

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**  
**FORM NUMBER:** ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

Additional Description of Operations / Locations / Vehicles:  
 provisions of the General Liability and workers' Compensation policies. Should General Liability, Automobile Liability and workers' Compensation policies be cancelled before the expiration date thereof, the policy provisions of each policy will govern how notice of cancellation may be delivered to certificate holders in accordance with the policy provisions of each policy.



# ADDITIONAL REMARKS SCHEDULE

AGENCY Aon Risk Insurance Services West, Inc.		NAMED INSURED Vestis Corporation and its Subsidiaries	
POLICY NUMBER See Certificate Number: 570107938335			
CARRIER See Certificate Number: 570107938335	NAIC CODE	EFFECTIVE DATE:	

### ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**  
**FORM NUMBER:** ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

#### Additional Named Insured

Aramark Uniform & Career Apparel, Inc  
Aramark Uniform & Career Apparel LLC  
Aramark Uniform Services (Rochester) LLC  
Delsac VIII, LLC  
Aramark Uniform Services (Syracuse)  
LLC Landy Textile Rental Services, LLC  
Aramark Uniform Services (Texas)  
LLC Aramark Uniform Services (Supply Chain)  
LLC Aramark Uniform Services (West Adams)  
LLC L&N Uniform Supply, LLC  
Aramark Uniform Services (Matchpoint)  
LLC Overall Laundry Services, Inc.  
Aramark Cleanrm Srv. (PR), Inc  
AmeriPride Services, LLC  
Guaranty Energy Group 1981  
Active Industrial Uniform Co., LLC  
Vestis Cleanroom Services (Puerto Rico), Inc.  
Vestis Group, Inc.  
Vestis Services, LLC  
Vestis Manufacturing Company  
Vestis (Matchpoint), LLC  
Vestis (Rochester), LLC  
Vestis (Supply Chain), LLC  
Vestis (Syracuse), LLC  
Vestis (Texas), LLC  
Vestis (West Adams), LLC

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Blanket Where Required by Contract	Blanket Where Required by Contract
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

<b>Name of Person or Organization:</b>
<b>Location And Description of Completed Operations:</b>
<b>Additional Premium:</b>

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

**Section II – Who Is An Insured** is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" at the location designated and described in the schedule of this endorsement performed for that insured and included in the "products-completed operations hazard".



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

### **Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

**(1)** The additional insured is a Named Insured under such other insurance; and

**(2)** You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# **WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### **SCHEDULE**

<p><b>Name Of Person(s) Or Organization(s):</b></p> <p>Blanket Where Required By Contract</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

## WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Blanket Where Required by Contract

Issued by: Liberty Mutual

For attachment to Policy No WA5-66D-067488-013

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **BLANKET ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE**

This endorsement modifies insurance provided under the following:  
**BUSINESS AUTO COVERAGE FORM**

### **PROVISIONS**

**1. The following is added to Paragraph A.1.c., Who Is An Insured, of SECTION II – COVERED AUTOS LIABILITY COVERAGE:**

This includes any person or organization who you are required under a written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

**2. The following is added to Paragraph B.5., Other Insurance of SECTION IV – BUSINESS AUTO CONDITIONS:**

Regardless of the provisions of paragraph a. and paragraph d. of this part 5. **Other Insurance**, this insurance is primary to and non-contributory with applicable other insurance under which an additional insured person or organization is the first named insured when the written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.