

CITY OF LODI, CALIFORNIA

THIS CONTRACT made by and between the CITY OF LODI, State of California, herein referred to as the "City," and "VESTIS UNIFORMS AND WORKPLACE SUPPLIES, INC., a Delaware corporation qualified to do business in California", herein referred to as the "Contractor."

WITNESSETH:

That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

The complete Contract consists of the following documents, on file in the Public Works Department, which are incorporated herein by this reference, to-wit:

- Notice Inviting Bids
- Information to Bidders
- General Provisions
- Special Provisions
- Bid Proposal
- Contract

All of the above documents, sometimes hereinafter referred to as the "Contract Documents," are intended to cooperate so that any work called for in one and not mentioned in the other is to be executed the same as if mentioned in all said documents.

ARTICLE I - That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the City and under the condition expressed in the two bonds bearing even date with these presents and hereunto annexed, the Contractor agrees with the City, at Contractor's cost and expense, to do all the work and furnish all the materials except such as are mentioned in the specifications to be furnished by the City, necessary to construct and complete in a good workmanlike and substantial manner and to the satisfaction of the City the proposed improvements as shown and described in the Contract Documents which are hereby made a part of the Contract.

ARTICLE II - The City hereby promises and agrees with the Contractor to employ, and does hereby employ, the Contractor to provide all materials and services not supplied by the City and to do the work according to the terms and conditions for the price herein, and hereby contracts to pay the same as set forth in Section 5.600, "Measurement, Acceptance and Payment," of the General Provisions, in the manner and upon the conditions above set forth; and the said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

ARTICLE III - The Contractor agrees to conform to the provisions of Chapter 1, Part 7, Division 2 of the Labor Code. The Contractor and any Subcontractor will pay the general prevailing wage rate and other employer payments for health and welfare, pension, vacation, travel time, and subsistence pay, apprenticeship or other training programs. The responsibility for compliance with these Labor Code requirements is on the prime contractor.

ARTICLE IV - And the Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this agreement; also for all loss or damage arising out of the nature of the work aforesaid or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the City, and for all

risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the Plans and Contract Documents and the requirements of the Engineer under them, to-wit:

## BID PROPOSAL ITEMS

### BID ITEM 1. SHIRTS

BID ITEM TYPE, DESCRIPTION	Column A UNIT COST PER WEEK (1 unit= 5 Items/week)	Column B EMPLOYEE COUNT	BID ITEM COST PER WEEK (Column A x Column B)
65/35 POLO PIQUE SHORT SLEEVE	\$ <u>0.24</u>	5	\$ <u>13.20</u>
65/35 POLYESTER/COTTON LONG SLEEVE BUTTON UP SHIRTS WITH POCKET (15) (MICROPATTERN)	\$ <u>0.24</u>	6	\$ <u>7.20</u>
65/35 POLYESTER/COTTON SHORT SLEEVE BUTTON UP SHIRTS WITH POCKET (15) (MICROPATTERN)	\$ <u>0.24</u>	6	\$ <u>8.64</u>
LONG SLEEVE 65/35 POLYESTER/COTTON BLEND SHIRT, WITH POCKET (KHAKI, BLUE, ETC)	\$ <u>0.22</u>	28	\$ <u>67.76</u>
SHORT SLEEVE 65/35 POLYESTER/COTTON BLEND SHIRT, WITH POCKET (KHAKI, BLUE, ETC)	\$ <u>0.22</u>	25	\$ <u>60.50</u>
ANSI CLASS 3 HIGH VISIBILITY SHORT SLEEVE WORK SHIRT	\$ <u>0.59</u>	27	\$ <u>175.23</u>
ANSI CLASS 3 HIGH VISIBILITY LONG SLEEVE WORK SHIRT	\$ <u>0.59</u>	44	\$ <u>285.56</u>
LONG SLEEVE 65/35 POLYESTER/COTTON BLEND BUTTON UP DRESS SHIRT	\$ <u>0.30</u>	18	\$ <u>59.40</u>
MAKE UP CHARGES FOR SEASONAL CHANGES (IF ANY) PER ITEM	\$ <u>2.00</u>	1	N/A
<b>TOTAL BID ITEM 1. PER WEEK</b>			\$ <u>677.49</u>

## BID ITEM 2. PANTS

BID ITEM TYPE, DESCRIPTION	Column A UNIT COST PER WEEK (1 unit= 5 Items/week)	Column B EMPLOYEE COUNT	BID ITEM COST PER WEEK (Column A x Column B)
14.5 OZ. PRE-SHRUNK COTTON DENIM JEANS	\$ <u>0.27</u>	61	\$ <u>181.17</u>
PANTS 65/35 POLY/COTTON	\$ <u>0.22</u>	5	\$ <u>12.10</u>
PANTS 65/35 POLY/COTTON CARGO	\$ <u>0.22</u>	31	\$ <u>75.02</u>
SHORTS POLY/COTTON CARGO	\$ <u>0.23</u>	6	\$ <u>15.18</u>
MENS STRETCH PANT (BLACK)	\$ <u>0.29</u>	7	\$ <u>22.33</u>
MEN'S DUNGAREE	\$ <u>0.58</u>	1	\$ <u>6.38</u>
FEMALE PANTS 65/35 POLY/COTTON	\$ <u>0.30</u>	1	\$ <u>3.30</u>
<b>TOTAL BID ITEM 2. PER WEEK</b>			\$ <u>315.48</u>

### BID ITEM 3. JACKETS

BID ITEM TYPE AND DESCRIPTION	BIDDERS DESCRIPTION & ITEM NUMBER	Column A UNIT COST PER WEEK (1 unit= 5 Items/week)	Column B EMPLOYEE COUNT	BID ITEM COST PER WEEK (Column A x Column B)
WAIST LENGTH JACKET 65/35 POLY/COTTON TWILL, QUILTED LINING.  TWO (2) JACKETS PER EMPLOYEE		\$ <u>0.38</u>	7	\$ <u>5.32</u>
<b>TOTAL BID ITEM 3. PER WEEK</b>				\$ <u>5.32</u>

### BID ITEM 4. FLOOR MATS, RAGS, & MISCELLANEOUS

ITEM TYPE, DESCRIPTION	BIDDERS DESCRIPTION	UNIT COST PER WEEK (1 unit= 5 Items/week)	UNIT COUNT	TOTAL COST COUNT TIMES UNIT COST
RAGS, 18X18 WIPERS (BAG OF 25)	COTTON SHOP TOWEL ITEM 5160	\$ <u>0.06</u>	13	\$ <u>39.00</u>
BAR TOWELS (BAG OF 25)	TERRY TOWEL ITEM 2700	\$ <u>0.07</u>	5	\$ <u>17.50</u>
GLASS TOWELS (BAG OF 25)		\$ <u>0.08</u>	2	\$ <u>8.00</u>
3X5 FLOOR MATS, WEEKLY CHANGE CONSISTS OF COLLECTION OF FLOOR MATS AND DELIVERY	3X5 MAT	\$ <u>1.70</u>	38	\$ <u>64.60</u>

4X6 FLOOR MATS, WEEKLY CHANGE CONSISTS OF COLLECTION OF FLOOR MATS AND DELIVERY	4X6 MAT	\$ <u>3.24</u>	22	\$ <u>71.28</u>
3X10 FLOOR MATS, WEEKLY CHANGE CONSISTS OF COLLECTION OF FLOOR MATS AND DELIVERY	3X10 MAT	\$ <u>4.08</u>	17	\$ <u>69.36</u>
2X3 FLOOR MAT, WEEKLY CHANGE CONSISTS OF COLLECTION OF FLOOR MATS AND DELIVERY	2X3 MAT	\$ <u>1.27</u>	2	\$ <u>2.54</u>
4X6 SCRAPPER, WEEKLY CHANGE CONSISTS OF COLLECTION OF SCRAPPER AND DELIVERY	4X6 SCRAPPER	\$ <u>2.85</u>	7	\$ <u>19.95</u>
DRY MOP 36"	36" MOP	\$ <u>.96</u>	7	\$ <u>13.44</u>
DUST MOP 60"	60" DUST MOP	\$ <u>1.12</u>	2	\$ <u>4.48</u>
WET MOP LARGE		\$ <u>1.02</u>	4	\$ <u>8.16</u>
WET MOP HANDLE FOR LARGE MOP		\$ <u>0.15</u>	8	\$ <u>1.20</u>

DUAL CHAMBER MOP BUCKET		\$ <u>4.49</u>	6	\$ <u>26.94</u>
GL1 GLASS & SURFACE CLEANER WITH CHEMICAL DISPOSAL		\$ <u>4.73</u>	8	\$ <u>37.84</u>
FC4 NEUTRAL FLOOR CLEANER WITH CHEMICAL DISPOSAL		\$ <u>1.02</u>	1	\$ <u>1.02</u>
<b>TOTAL BID ITEM 4. PER WEEK</b>				\$ <u>385.31</u>

#### BID ITEM 5. PATCHES & EMBROIDERING

ITEM TYPE, DESCRIPTION	BIDDERS DESCRIPTION	UNIT COST (1 unit= 1 Item)	UNIT COUNT	TOTAL COST COUNT TIMES UNIT COST
SUPPLY AND ATTACH PUBLIC WORKS AND/OR PARKS DEPARTMENT SHOULDER PATCH		\$ <u>4.00</u>	1496	\$ <u>5984.00</u>
SUPPLY AND ATTACH NAME PATCH		\$ <u>2.00</u>	1496	\$ <u>2992.00</u>
<b>COST TO EMBROIDER "CITY OF LODI" AND EMPLOYEE NAME ON POLO SHIRTS</b>		\$ <u>10.00</u>	85	\$ <u>850.00</u>
<b>TOTAL BID ITEM 5.</b>  *ONE TIME SERVICE ONLY; NOT A WEEKLY ITEM.				\$ <u>Waived</u>

<b>BID PROPOSAL TOTALS</b> <b>ITEMS 1, 2, 3, 4 and 5.</b>	
<b>TOTAL BID ITEM 1. PER WEEK</b>	\$ <u>677.49</u>
<b>TOTAL BID ITEM 2. PER WEEK</b>	\$ <u>315.48</u>
<b>TOTAL BID ITEM 3. PER WEEK</b>	\$ <u>5.32</u>
<b>TOTAL BID ITEM 4. PER WEEK</b>	\$ <u>385.31</u>
<b>SUBTOTAL ITEMS 1, 2, 3, &amp; 4</b>	\$ <u>1383.59</u>
<b>SUBTOTAL WEEKLY COST</b>	\$ <u>1383.59</u>
<b>TOTAL BIENNIAL COST (WEEKLY COST X 104)</b>	\$ <u>143893.36</u>
<b>SALES TAX (IF APPLICABLE)</b>	\$ <u>Not Applicable</u>
<b>TOTAL BID ITEM 5. (ONE TIME ONLY)</b>	\$ <u>Waived</u>
<b>GRAND TOTAL</b> (TOTAL BIENNIAL COST PLUS TOTAL BID ITEM 5.)	\$ <u>143893.36</u>

**OPTIONAL BID ITEM** (Not Counted in Bid Total)

<b>ITEM TYPE, DESCRIPTION, &amp; APPROXIMATE COUNT</b>	<b>BIDDERS DESCRIPTION</b>	<b>UNIT COST PER WEEK</b>	<b>UNIT COUNT</b>	<b>TOTAL COST PER WEEK</b>
ANSI CLASS 2 HIGH VISIBILITY SHORT SLEEVE WORK SHIRT		\$ <u>0.814</u>	27	\$ _____
ANSI CLASS 2 HIGH VISIBILITY LONG SLEEVE WORK SHIRT		\$ <u>0.814</u>	44	\$ _____
KNIT NYLON GLOVES		\$ _____	12	\$ _____

ARTICLE V - By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code, which requires 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.

ARTICLE VI - It is further expressly agreed by and between the parties hereto that, should there be any conflict between the terms of this instrument and the Bid Proposal of the Contractor, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

ARTICLE VII – Deleted

ARTICLE VIII - The Contractor agrees to commence work pursuant to this contract within 15 calendar days after the City Manager has executed the contract.

ARTICLE IX - State of California Senate Bill 854 requires the following:

- No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].
- No contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.
- This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

ARTICLE X - Counterparts and Electronic Signatures

This Agreement and other documents to be delivered pursuant to this Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy and all of which, when taken together, will be deemed to constitute one and the same agreement or document, and will be effective when counterparts have been signed by each of the parties and delivered to the other parties. Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Delivery of a copy of this Agreement or any other document contemplated hereby, bearing an original manual or electronic signature by facsimile transmission (including a facsimile delivered via the Internet), by electronic mail in "portable document format" (".pdf") or similar format intended to preserve the original graphic and pictorial appearance of a document, or through the use of electronic signature software will have the same effect as physical delivery of the paper document bearing an original signature.

WHEN SIGNING THIS CONTRACT, THE CONTRACTOR AGREES THAT THE TIME OF COMPLETION FOR THIS CONTRACT IS JULY 1, 2026 THROUGH JUNE 30, 2028.

BY MUTUAL AGREEMENT, THE CITY AND THE CONTRACTOR MAY ENTER INTO THREE (3) ONE YEAR EXTENSIONS.

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands the year and date written below.

CONTRACTOR:

CITY OF LODI

\_\_\_\_\_

By: \_\_\_\_\_

AARON M. BUSCH  
Interim City Manager

By: \_\_\_\_\_

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

Attest:

\_\_\_\_\_

Title

\_\_\_\_\_  
OLIVIA NASHED  
City Clerk

(CORPORATE SEAL)

Approved as to form:

\_\_\_\_\_  
KATIE O. LUCCHESI  
City Attorney