RESOLUTION - ACTION REQUESTED 2018-350

MEETING: July 17, 2018

TO: The Board of Supervisors

FROM: Mike Healy, Public Works Director

RE: Approve the Agreement with ARAMARK for Uniform Laundry and Janitorial Supplies ($98,346)

RECOMMENDATION AND JUSTIFICATION:
Approve the Agreement with ARAMARK for Uniform Laundry and Janitorial Supplies ($98,346) through June 30, 2021; and authorize the Board of Supervisors Chair to sign the Agreement.

The current three-year contract with ARAMARK is due to expire June 30, 2018. In the interest of maintaining the County’s business, ARAMARK has agreed to keep their pricing the same as the current contract. The Public Works Department has been satisfied with the performance levels provided by ARAMARK.

Under the terms of this agreement the County retains the right to cancel this agreement upon issuance of a 30 day termination notice.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
Other County contracts, including the one with ARAMARK, have been extended based on vendor performance and the Department’s recommendation upon Board review and approval.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Negative action to the Agreement would require and extension of the original agreement while the Department conducted competitive bidding. While competitively bidding a contract is usually in the County’s best interest, it is believed that in the last six years since this contract was bid, industry costs have risen and would, therefore, be reflected in bids received. ARAMARK has agreed to hold its pricing from six years ago, the County is assured there will be no rise in the prices currently being paid.

FINANCIAL IMPACT:
There is no financial impact to this action as funds have been appropriated for these purposes.

ATTACHMENTS:
Aramark 18-066 (PDF)
RESULT: ADOPTED BY CONSENT VOTE [UNANIMOUS]
MOVER: Merlin Jones, District II Supervisor
SECONDER: Marshall Long, District III Supervisor
AYES: Smallcombe, Jones, Long, Cann, Menetrey
AGREEMENT FOR UNIFORM LAUNDRY AND JANITORIAL SUPPLIES WITH ARAMARK

THIS AGREEMENT ("Agreement") is made and entered into this 17th day of July, 2018, by and between the County of Mariposa, a political subdivision of the State of California, ("County"), and Aramark a ("Contractor"), pursuant to the following terms and conditions.

WITNESSETH:

1. TERM

The term of this Agreement shall commence on July 1, 2018 and terminate on June 30, 2021 unless extended as provided by this Agreement.

2. SERVICES

Contractor shall perform laundry and janitorial supplies as described in Exhibit A, "Scope of Work," which is attached hereto and incorporated herein by reference. Contractor shall provide all staffing and materials necessary to perform the Scope of Work.

3. COMPENSATION

Contractor shall be compensated for services performed in an amount not to exceed $98,346. The Contractor’s hourly rates are listed in Exhibit B, "Cost Proposal." The County shall pay Contractor within thirty (30) days of receipt of an approved invoice.

4. 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, its agents, representatives, or employees.

A. MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

(1) Commercial General Liability (CGL): Insurance Services Office (ISO)Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than $2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit
shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

(2) 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 limits no less than $1,000,000 per accident for bodily injury and property damage.

(3) 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.

Note: Not required if Contractor provides written verification it has no employees.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

B. OTHER INSURANCE PROVISIONS

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

(1) Additional Insured Status: The County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor’s insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 forms if a later edition is used).

(2) Primary Coverage: For any claims related to this Agreement, the Contractor’s insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Contractor’s insurance and shall not contribute with it.

(3) Notice of Cancellation: Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the County.

(4) Waiver of Subrogation: Contractor hereby grants to County a waiver of any right to subrogation which any insurer of said Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.
(5) Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by the County. The County may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

(6) Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best’s rating of no less than A: VII, unless otherwise acceptable to the County.

(7) Verification of Coverage: Contractor shall furnish the County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor’s obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

(8) Subcontractors: Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that County is an additional insured on insurance required from subcontractors.

(9) Special Risks or Circumstances: County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

5. **HOLD HARMLESS/INDEMNIFICATION**

To the fullest extent permitted by law, Contractor shall hold harmless, defend at its own expense, and indemnify County and its officers, employees, agents, and volunteers, against any and all liability, claims, losses, damages, or expenses, including reasonable attorney’s fees, arising from all acts or omissions Contractor or its officers, agents, or employees in rendering services under this Agreement; excluding, however, such liability, claims, losses, damages, or expenses arising from sole negligence or willful acts.

6. **INDEPENDENT CONTRACTOR**

It is the expressed intention of the parties that Contractor is an independent contractor and not an employee, agent, joint venturer or partner of County. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between County and Contractor or any employee or agent of Contractor. Both parties acknowledge that Contractor is not an employee for state or federal tax purposes. Contractor shall retain the right to perform services for others during the term of this Agreement.

7. **PUBLIC EMPLOYEES RETIREMENT SYSTEM (CALPERS)**

In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement is determined by a court of competent jurisdiction or the Public
Employees Retirement System (CalPERS) to be eligible for enrollment in CalPERS as an employee of the County, Contractor shall indemnify, defend, and hold harmless County for the payment of any employee and/or employer contributions for CalPERS 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 County.

8. **STATE AND FEDERAL TAXES**

As Contractor is not County’s employee, Contractor is responsible for paying all required state and federal taxes. In particular:

a. County will not withhold FICA (Social Security) from Contractor’s payments;

b. County will not make state or federal unemployment insurance contributions on behalf of Contractor;

c. County will not withhold state or federal income tax from payment to Contractor;

d. County will not make disability insurance contributions on behalf of Contractor;

e. County will not obtain workers’ compensation insurance on behalf of Contractor.

9. **ASSIGNMENT**

It is understood and agreed that this Agreement contemplates personal performance by the Contractor and is based upon a determination of its unique personal competence and experience and upon its specialized personal knowledge. Assignments of any or all rights, duties or obligations of the Contractor under this Agreement will be permitted only with the express written consent of the County.

10. **NOTICE**

Any and all notices, reports or other communications to be given to County or Contractor shall be given to the persons representing the respective parties at the following addresses:

**CONTRACTOR:**
Aramark  
333 N. Sabre Dr.  
Fresno, CA. 93727

**COUNTY:**
Mariposa County Public Works  
4639 Ben Hur R d.  
Mariposa, CA. 95338  
209.966.5356

11. **COMPLIANCE**

Contractor shall comply with all federal, state and local laws, codes, ordinance and regulations applicable to Contractor’s performance under this Agreement, including, but not limited to, laws related to prevailing wages. Specifically, Contractor shall not engage in unlawful employment discrimination, including, but not limited to, discrimination based upon a person’s race, religion,
color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship or sexual orientation, as prohibited by state or federal law.

12. PUBLIC RECORDS ACT

Contractor is aware that this Agreement and any documents provided to the County may be subject to the California Public Records Act and may be disclosed to members of the public upon request. It is the responsibility of the Contractor to clearly identify information in those documents that it considers to be confidential under the California Public Records Act. To the extent that the County agrees with that designation, such information will be held in confidence whenever possible. All other information will be considered public.

13. ENTIRE AGREEMENT AND MODIFICATION

This Agreement contains the entire agreement of the parties relating to the subject matter of this Agreement and supersedes all prior agreements and representations with respect to the subject matter hereof. This Agreement may only be modified by a written amendment hereto, executed by both parties; however, matters concerning the scope of services which do not affect the agreed price may be modified by mutual written consent of the Contractor and the Director of Public Works and Transportation. If there are exhibits attached hereto, and a conflict exists between the terms of this Agreement and any exhibit, the terms of this Agreement shall control.

14. ENFORCEABILITY AND SEVERABILITY

The invalidity or enforceability of any term or provisions of this Agreement shall not, unless otherwise specified, affect the validity or enforceability of any other term or provision, which shall remain in full force and effect.

15. TERMINATION AND RIGHTS UPON TERMINATION

A. This Agreement may be terminated upon mutual written consent of the parties, or as a remedy available at law or in equity. In the event of the termination of this Agreement, Contractor shall immediately be paid all fees earned as of the effective date of termination.

B. Either party may terminate this Agreement for convenience upon Thirty (30) calendar days’ written notice to the other party. Upon termination for convenience, Contractor shall be entitled to compensation for services performed acceptably up to the effective date of termination, as set forth in Exhibit B.

C. Should Contractor default in the performance of this Agreement or materially breach any of its provisions, County, at its option, may terminate this Agreement by giving written notification to Contractor. The termination date shall be the effective date of the notice. For the purposes of this subsection, default or material breach of this Agreement shall include, but not be limited to, any of the following: failure to perform required services in a timely manner, willful destruction of County property, dishonesty, or theft.
16. NO WAIVER

The failure to exercise any right to enforce any remedy contained in this Agreement shall not operate as to be construed to be a waiver or relinquishment of the exercise of such right or remedy, or of any other right or remedy herein contained.

17. DISPUTES

Should it become necessary for a party to this Agreement to bring an action in connection with this Agreement, the prevailing party in any claim or action shall be entitled to reimbursement for all expenses so incurred, including reasonable attorney’s fees.

It is agreed by the parties hereto that unless otherwise expressly waived by them, any action brought to enforce any of the provisions hereof or for declaratory relief hereunder shall be filed and remain in a court of competent jurisdiction in the County of Mariposa, State of California.

18. CAPTIONS

The captions of this Agreement are for convenience in reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

19. NUMBER AND GENDER

In this Agreement, the neutral gender includes the feminine and masculine, the singular includes the plural, and the word “person” includes corporations, partnerships, firms or associations, wherever the context so requires.

20. MANDATORY AND PERMISSIVE

“Shall” is mandatory. “May” is permissive.

21. SUCCESSORS AND ASSIGNS

All representations, covenants and warranties specifically set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

22. COUNTERPARTS

This Agreement may be executed simultaneously and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

23. OTHER DOCUMENTS

The parties agree that they shall cooperate in good faith to accomplish the object of this Agreement and, to that end, agree to execute and deliver such other and further instruments and documents as may be necessary and convenient to the fulfillment of these purposes.
24. CONTROLLING LAW

The validity, interpretation and performance of this Agreement shall be controlled by and
construed under the laws of the State of California.

25. AUTHORITY

Each party and each party's signatory warrant and represent that each has full authority and
capacity to enter into this Agreement in accordance with all requirements of law. The parties
also warrant that any signed amendment or modification to the agreement shall comply with all
requirements of law, including capacity and authority to amend or modify the Agreement.

26. NEGOTIATED AGREEMENT

This Agreement has been arrived at through negotiation between the parties. Neither party is to
be deemed the party which prepared this Agreement within the meaning of California Civil Code
section 1654. Each party represents and warrants that in executing this Agreement it does so
with full knowledge of the rights and duties it may have with respect to the other party. Each
party also warrants and represents that it has received independent legal advice from its attorney
with respect to the matters set forth in this Agreement and the rights and duties arising out of this
Agreement, or that such party willingly foregoes any such consultation.

27. NO RELIANCE ON REPRESENTATIONS

Each party warrants and represents that it is not relying and has not relied upon any
representation or statement made by the other party with respect to the facts involved or its rights
or duties. Each party understands and agrees that the facts relevant, or believed to be relevant to
this Agreement, have been independently verified. Each party further understands that it is
responsible for verifying the representations of law or fact provided by the other party.

28. WARRANTY

County has relied upon the professional ability and training of Contractor as a material
inducement to enter into this Agreement. Contractor hereby warrants that all work shall be
performed in accordance with generally accepted professional practices and standards as well as
the requirements of applicable federal, state and local laws, it being understood that acceptance
of Contractor’s work by County shall not operate as a waiver or release.

29. FUNDING AVAILABILITY

It is mutually agreed that if the County budget of the current fiscal year and/or any subsequent
fiscal years covered under this Agreement does not appropriate sufficient funds for this
Agreement, this Agreement shall terminate and be of no further force and effect upon the day
notice is provided by County to Contractor of such event. Upon termination of this Agreement,
the County shall have no liability to pay any funds whatsoever to Contractor or to furnish any
other considerations under this Agreement except for services rendered prior to such termination
and Contractor shall not be obligated to perform any provisions of this Agreement. Contractor’s
assumption of risk of possible non-appropriation is part of the consideration for this Agreement. County budget decisions are subject to the discretion of the Board of Supervisors.

If funding for any fiscal year is reduced or deleted by the County budget for purposes of this Agreement, the County shall have the option to either cancel this Agreement with no liability occurring to the County, except County must reimburse Contractor for services rendered prior to such reduction or modification of the County budget, or offer an Agreement amendment to Contractor to reflect the reduced amount.

Funding Source:

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

COUNTY OF MARIPOSA

Rosemarie Smallcombe, Chair
Board of Supervisors

CONTRACTOR

6/22/18

ATTEST:

Rene LaRoche
Clerk of the Board

APPROVED AS TO FORM:

Steven W. Dahlem
County Counsel
COUNTY OF MARIPOSA  
Department of Public Works

Uniform Rental, Laundry Supplies & Related Services Bid PWB 12-01

Thank you for allowing Aramark Uniform Services to bid your account. I will personally guarantee the type of service you have come to expect from this professional rental maintenance company. Prices are as follows:

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<thead>
<tr>
<th>Item</th>
<th>Place Rate</th>
<th>Replacement Rates</th>
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<tbody>
<tr>
<td>Cotton Coveralls</td>
<td>$ 0.35</td>
<td>$ 16.00</td>
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<td>Cotton Pants</td>
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<td>Cotton Shirts</td>
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<td>County Emblems</td>
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Allied Items

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<th>Item</th>
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<th>Replacement Rates</th>
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<td>DynaMat 3x5</td>
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<td>3x10 Steady Step Mats</td>
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<td>3 x 5 Coffee Mats</td>
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<td>3x4 Welcome Mats</td>
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<td>Fender Covers</td>
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<td>Liquid Soap</td>
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<td>Coverall NOG</td>
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Service Charge 3% Per Invoice

We believe you will find our service everything that it is represented to be, and we look forward to a continued successful business relationship with you.

[Signature]  
Paul Pineo  
District Manager
CERTIFICATE OF LIABILITY INSURANCE

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 INSURING 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).

PRODUCER
Willis of Pennsylvania, Inc.
c/o 26 Century Blvd
P.O. Box 305191
Nashville, TN 37205-191 USA

INSURED
Aramark Uniform & Career Apparel, LLC
Including WearGuard and Crest Divisions
115 N. First Street
Burbank, CA 91502 USA

COVERAGES

<table>
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<tr>
<th>TYPE OF INSURANCE</th>
<th>POLICY NUMBER</th>
<th>LIMITS</th>
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<td>COMMERCIAL GENERAL LIABILITY</td>
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<td>Liquor Liability</td>
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<td>Vendors Liability</td>
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<tr>
<td>GENVL AGGREGATE LIMIT APPLIES PER OCCUR</td>
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<table>
<thead>
<tr>
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<th>ISA 009060625</th>
<th>COVERED: $1,000,000</th>
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<tbody>
<tr>
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<td>X SCHEDULED AUTOS</td>
<td>10/01/2017 10/01/2018</td>
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<tr>
<td>ANY AUTO</td>
<td>X NON-OWNED AUTOS</td>
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<tr>
<td>ANY AUTO</td>
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</table>

| UMBRELLA LIABILITY | OCCUR | 10/01/2017 10/01/2018 |
| EXCESS LIABILITY | CLAIMS-MADE | |

| WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY | N/A | 10/01/2017 10/01/2018 |
| ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/AMEND EXCLUDED (Mandatory in NH) | | |
| | | |

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

General Liability and Auto Liability policies are non-cancellable. Workers' Compensation notices of cancellation are in accordance with each state law. Products/Completed Operations and Contractual Liability are included under General Liability.

County, its officers, employees, volunteers, and agents are included as Additional Insureds per policy terms & conditions.

CERTIFICATE HOLDER
Mariposa County
4639 Ben Hur Rd
Mariposa, CA 95338

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

© 1988-2015 ACORD CORPORATION. All rights reserved.
**AGENCY CUSTOMER ID:**

**LOC #:**

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**ADDITIONAL REMARKS SCHEDULE**

<table>
<thead>
<tr>
<th>AGENCY</th>
<th>NAMED INSURED</th>
</tr>
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<tbody>
<tr>
<td>Willis of Pennsylvania, Inc.</td>
<td>Aramark Uniform &amp; Career Apparel, LLC</td>
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<table>
<thead>
<tr>
<th>POLICY NUMBER</th>
<th>CARRIER</th>
</tr>
</thead>
<tbody>
<tr>
<td>See Page 1</td>
<td>See Page 1</td>
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<table>
<thead>
<tr>
<th>NAIC CODE</th>
<th>EFFECTIVE DATE</th>
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<tbody>
<tr>
<td>See Page 1</td>
<td>See Page 1</td>
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</tbody>
</table>

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**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

**FORM NUMBER: 25**  **FORM TITLE: Certificate of Liability Insurance**

Above insurance is Primary and Non-Contributory to any other insurance as respects the liability arising out of Aramark's negligent act or omission.
AUTOMATIC ADDITIONAL INSURED ENDORSEMENT

Named Insured: Aramark Services, Inc.

Policy Symbol: ISA
Policy Number: H29060625
Policy Period: 10/01/2017 to 10/01/2018

Issued by: American Insurance Company

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

SECTION II - LIABILITY COVERAGE, WHO IS AN INSURED is amended to include as an "insured" any person or organization you are required in a written contract or agreement to name as an Additional Insured on your policy but only for "bodily injury" or "property damage" to which this insurance applies if the "accident" is caused by:

1. You, while using a covered "auto" or
2. Any other person, while using a covered "auto" with your permission.

The insurance provided by this endorsement shall be subject to the following additional condition:

1. The Limit of Insurance provided for the Additional Insured shall not be greater than those required by contract and, in no event, shall the policy Limits of Insurance be increased by the contract.

2. All insuring agreements, exclusions, terms and conditions of the policy shall apply to the coverage (s) provided to the Additional Insured, and such coverage shall not be enlarged or expanded by reason of the contract.

3. Coverage provided by this endorsement shall be excess over any other valid and collectible insurance available to the Additional Insured(s) whether primary, excess, contingent or on any other basis unless the contract specifically requires that this insurance be primary or you request that it apply on a primary basis prior to loss.

Authorized Representative
8. Transfer of Rights of Recovery Against Others to Us.

If an insured has rights to recover all or part of any payment we have made under this policy, those rights are transferred to us. The insured must do nothing after loss to impair them. However, where the Named Insured does not own, operate or control the insured, this condition will only require a reasonable attempt by the Named Insured to fulfill the condition. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

We waive the right of recovery by reason of any liability incurred under this policy where you are required by an "insured contract" or where requested by the Corporate Risk Management Department of the first Named Insured in writing to waive such right of recovery.

Recovery shall include subrogation, contribution, indemnification and defense.

9. When We do not Renew

If we decide not to renew this policy, we will provide to the first Named Insured shown in the Declarations written notice of the non-renewal not less than 120 days before the expiration date.

In the event of non-renewal, we will send written notice by certified or registered mail to the Senior Vice President of Global Risk Management of the first Named Insured at the address shown in this policy.

10. Cancellation

This policy cannot be canceled except for non-payment of premium. Cancellation means termination of the policy at any time prior to the expiration date, by either party.

In the event of non-payment of premium, this policy may be canceled by us by sending written notice by certified or registered mail to the Senior Vice President of Global Risk Management of the first Named Insured at the address shown in this policy, stating when not less than 15 days thereafter such cancellation shall be effective.

11. In Rem

With respect to watercraft, it is agreed that any "occurrence" otherwise covered by the policy resulting in an action "In Rem" by liability of any vessel owned, chartered, maintained or used by the insured shall in all respects be treated in the same manner as though the action resulting therefrom was "In Personam" against the insured.

SECTION V.
DEFINITIONS

1. "Advertising injury" means injury arising out of one or more of the following offenses through publishing, broadcasting, telecasting or other means of communication:

   a. Oral or written publication of material that slanders, defames, disparages or libels a person or organization's goods, products or services;

   b. Oral or written publication of material that violates a person's right of privacy;
EARLIER NOTICE OF CANCELLATION AND NON-RENEWAL ENDORSEMENT

<table>
<thead>
<tr>
<th>Named Insured</th>
<th>Aramark Services, Inc.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Policy Number</td>
<td>H09080825</td>
</tr>
<tr>
<td>Policy Period</td>
<td>10/01/2017 to 10/01/2018</td>
</tr>
<tr>
<td>Issued By</td>
<td>ACE American Insurance Company</td>
</tr>
</tbody>
</table>

This endorsement changes the policy. Please read it carefully.

This endorsement modifies insurance provided under the following:

- Commercial General Liability Coverage Form
- Business Automobile Coverage Form
- Motor Carrier Coverage Form
- Auto Dealers Coverage Form
- Commercial Umbrella Liability Policy
- Excess General Liability Policy
- Railroad Protective Liability Coverage Form
- Excess Business Auto Coverage Form

A. EARLIER NOTICE OF CANCELLATION

For any statutorily permitted reason, other than nonpayment of premium, the minimum number of days required for notice of cancellation as provided in either the Cancellation Condition of the policy or as amended by any applicable state cancellation endorsement is increased to 90 days.

If the state cancellation endorsement provides for more than the number of days notice of cancellation shown above, this provision does not apply.

B. EARLIER NOTICE OF NON-RENEWAL

If we decide not to renew this policy for any reason other than nonpayment of premium, the minimum number of days for notice of non-renewal as provided by any applicable state non-renewal endorsement is increased to 90 days.

If the state non-renewal endorsement provides for more than the number of days notice of non-renewal shown above, this provision does not apply.

Authorized Representative
EARLIER NOTICE OF CANCELLATION AND NON-RENEWAL ENDORSEMENT

Paragraphs A. and B. below apply to all States shown in item 3.A. of the Information Page except as indicated below.

A. EARLIER NOTICE OF CANCELLATION

For any statute or permitted reason, other than nonpayment of premium, the number of days required for notice of cancellation as provided in either the Cancellation Condition of the policy or as amended by any applicable state cancellation endorsement is increased to ___ days.

If the state cancellation endorsement provides for more than the number of days notice of cancellation shown above, this provision does not apply.

B. EARLIER NOTICE OF NON-RENEWAL

If we decide not to renew this policy for any reason other than nonpayment of premium, the number of days for notice of non-renewal as provided in any applicable state non-renewal endorsement is increased to ___ days.

If the state non-renewal endorsement provides for more than the number of days notice of non-renewal shown above, this provision does not apply.

State Exceptions

ARIZONA Not applicable - Paragraph A
NEW JERSEY Not applicable
WISCONSIN Not applicable

Authorized Agent
ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

<table>
<thead>
<tr>
<th>Named Insured</th>
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<tr>
<td>Policy Symbol</td>
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<td>Effective Date of Endorsement</td>
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Issued By (Name of Insurance Company)
ACE American Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:
COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

Name of Person or Organization

1) Any person, organization or entity for whose protection and benefit the Named Insured has or shall have, by contract or agreement, agreed to procure liability insurance; or

2) Any person, organization or entity designated as an additional insured by a Certificate of Insurance.

WHO IS AN INSURED (Section II) is amended to include as an additional insured the person, organization or entity shown in the Schedule above, but only with respect to liability arising out of the Named Insured’s operations or work performed by the Named Insured or others acting on the Named Insured’s behalf, or premises owned, managed or controlled by or rented to the Named Insured.

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 shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations. Additionally, the coverage provided to the additional insured shall not exceed, and is limited by, the scope of coverage that the Named Insured has agreed by contract or agreement to procure for the Additional Insured.

This endorsement is issued by the Company designated in the Declarations.

All other provisions of the policy remain unchanged.