

CONTRACT SERVICES AGREEMENT

By and Between

CITY OF CARSON

and

ANIMAL PEST MANAGEMENT SERVICES, INC.

**AGREEMENT FOR CONTRACT SERVICES
BETWEEN THE CITY OF CARSON AND
ANIMAL PEST MANAGEMENT SERVICES, INC.**

THIS AGREEMENT FOR CONTRACT SERVICES (herein “Agreement”) is made and entered into this ____ day of _____, 2021 by and between the CITY OF CARSON, a California municipal corporation (“City”) and ANIMAL PEST MANAGEMENT SERVICES, INC., a California corporation (“Consultant”). City and Consultant are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”

RECITALS

A. City has sought, by issuance of a Request for Proposals or Invitation for Bids, the performance of the services defined and described particularly in Article 1 of this Agreement.

B. Consultant, following submission of a proposal or bid for the performance of the services defined and described particularly in Article 1 of this Agreement, was selected by the City to perform those services.

C. Pursuant to the City of Carson’s Municipal Code, City has authority to enter into and execute this Agreement.

D. The Parties desire to formalize the selection of Consultant for performance of those services defined and described particularly in Article 1 of this Agreement and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1. SERVICES OF CONSULTANT

1.1 Scope of Services.

In compliance with all terms and conditions of this Agreement, the Consultant shall provide those services specified in the “Scope of Services” attached hereto as Exhibit “A” and incorporated herein by this reference, which may be referred to herein as the “services” or “work” hereunder. As a material inducement to the City entering into this Agreement, Consultant represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the services required under this Agreement in a thorough, competent, and professional manner, and is experienced in performing the work and services contemplated herein. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. Consultant covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials will be both of good quality as well as fit for the purpose intended. For purposes of this Agreement, the phrase “highest

professional standards” shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

1.2 Consultant’s Proposal.

The Scope of Service shall include the Consultant’s scope of work or bid which shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the terms of such proposal and this Agreement, the terms of this Agreement shall govern.

1.3 Compliance with Law.

Consultant shall keep itself informed concerning, and shall render all services hereunder in accordance with, all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental entity having jurisdiction in effect at the time service is rendered.

1.4 Licenses, Permits, Fees and Assessments.

Consultant shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant’s performance of the services required by this Agreement, and shall indemnify, defend and hold harmless City, its officers, employees or agents of City, against any such fees, assessments, taxes, penalties or interest levied, assessed or imposed against City hereunder.

1.5 Familiarity with Work.

By executing this Agreement, Consultant warrants that Consultant (i) has thoroughly investigated and considered the scope of services to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Consultant warrants that Consultant has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should the Consultant discover any latent or unknown conditions, which will materially affect the performance of the services hereunder, Consultant shall immediately inform the City of such fact and shall not proceed except at Consultant’s risk until written instructions are received from the Contract Officer.

1.6 Care of Work.

The Consultant shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by City, except such losses or damages as may be caused by City’s own negligence.

1.7 Further Responsibilities of Parties.

Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither party shall be responsible for the service of the other.

1.8 Additional Services.

City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum for the actual costs of the extra work, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Consultant. Any increase in compensation of up to ten percent (10%) of the Contract Sum or \$25,000, whichever is less; or, in the time to perform of up to one hundred eighty (180) days, may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively, must be approved by the City Council. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefor. City may in its sole and absolute discretion have similar work done by other contractors. No claims for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

1.9 Special Requirements.

Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as Exhibit "B" and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit "B" and any other provisions of this Agreement, the provisions of Exhibit "B" shall govern.

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed **One Hundred Twenty-Three Thousand Three Hundred Forty-Five Dollars (\$123,345)** (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.8. In the event City exercises one or both of its one-year options to extend the initial term of this Agreement pursuant to Section 3.4, the compensation for each such one-year extension period shall not exceed **Forty-One Thousand One Hundred Fifteen Dollars (\$41,115)**.

2.2 Method of Compensation.

The method of compensation may include: (i) a lump sum payment upon completion; (ii) payment in accordance with specified tasks or the percentage of completion of the services, less contract retention; (iii) payment for time and materials based upon the Consultant's rates as specified in the Schedule of Compensation, provided that (a) time estimates are provided for the performance of sub tasks, (b) contract retention is maintained, and (c) the Contract Sum is not exceeded; or (iv) such other methods as may be specified in the Schedule of Compensation.

2.3 Reimbursable Expenses.

Compensation may include reimbursement for actual and necessary expenditures for reproduction costs, telephone expenses, and travel expenses approved by the Contract Officer in advance, or actual subcontractor expenses of an approved subcontractor pursuant to Section 4.5, and only if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Consultant at all project meetings reasonably deemed necessary by the City. Coordination of the performance of the work with City is a critical component of the services. If Consultant is required to attend additional meetings to facilitate such coordination, Consultant shall not be entitled to any additional compensation for attending said meetings.

2.4 Invoices.

Each month Consultant shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month in a form approved by City's Director of Finance. By submitting an invoice for payment under this Agreement, Consultant is certifying compliance with all provisions of the Agreement. The invoice shall detail charges for all necessary and actual expenses by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-contractor contracts. Sub-contractor charges shall also be detailed by such categories. Consultant shall not invoice City for any duplicate services performed by more than one person.

City shall independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by City, or as provided in Section 7.3, City will use its best efforts to cause Consultant to be paid within forty-five (45) days of receipt of Consultant's correct and undisputed invoice; however, Consultant acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Consultant for correction and resubmission. Review and payment by City for any invoice provided by the Consultant shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

2.5 Waiver.

Payment to Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Consultant.

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principals were a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principals shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the services hereunder. All personnel of Consultant, and any authorized agents, shall at all times be under the exclusive direction and control of the Principals. For purposes of this Agreement, the foregoing Principals may not be replaced nor may their responsibilities be substantially reduced by Consultant without the express written approval of City. Additionally, Consultant shall utilize only competent personnel to perform services pursuant to this Agreement. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors, if any, assigned to perform the services required under this Agreement. Consultant shall notify City of any changes in Consultant's staff and subcontractors, if any, assigned to perform the services required under this Agreement, prior to and during any such performance.

4.2 Status of Consultant.

Consultant shall have no authority to bind City in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City. Consultant shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, or agents are in any manner officials, officers, employees or agents of City. Neither Consultant, nor any of Consultant's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Consultant expressly waives any claim Consultant may have to any such rights.

4.3 Contract Officer.

The Contract Officer shall be Cesar Padilla, Parks Supervisor, or such other person as may be designated by the City Manger. It shall be the Consultant's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Consultant shall refer any decisions which must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority, if specified in writing by the City Manager, to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

4.4 Independent Consultant.

Neither the City nor any of its employees shall have any control over the manner, mode or means by which Consultant, its agents or employees, perform the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or control of Consultant's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. Consultant shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Consultant in its business or otherwise or a joint venturer or a member of any joint enterprise with Consultant.

4.5 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Consultant, its principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, Consultant shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the City. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Consultant, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Consultant or any surety of Consultant of any liability hereunder without the express consent of City.

ARTICLE 5. INSURANCE AND INDEMNIFICATION

5.1 Insurance Coverages.

The Consultant 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, the following policies of insurance which shall cover all elected and appointed officers, employees and agents of City:

(a) General Liability Insurance (Occurrence Form CG0001 or equivalent). A policy of comprehensive general liability insurance written on a per occurrence basis for bodily injury, personal injury and property damage. The policy of insurance shall be in an amount not less than \$1,000,000.00 per occurrence or if a general aggregate limit is used, then the general aggregate limit shall be twice the occurrence limit.

(b) Worker's Compensation Insurance. A policy of worker's compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for the Consultant against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by the Consultant in the course of carrying out the work or services contemplated in this Agreement.

(c) Automotive Insurance (Form CA 0001 (Ed 1/87) including "any auto" and endorsement CA 0025 or equivalent). A policy of comprehensive automobile liability insurance written on a per occurrence for bodily injury and property damage in an amount not less than \$1,000,000. Said policy shall include coverage for owned, non-owned, leased, hired cars and any automobile.

(d) Professional Liability. Professional liability insurance appropriate to the Consultant's profession. This coverage may be written on a "claims made" basis, and must include coverage for contractual liability. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of or related to services performed under this Agreement. The insurance must be maintained for at least 5 consecutive years

following the completion of Consultant's services or the termination of this Agreement. During this additional 5-year period, Consultant shall annually and upon request of the City submit written evidence of this continuous coverage.

(e) **Subcontractors.** Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall include all of the requirements stated herein.

(f) **Additional Insurance.** Policies of such other insurance, as may be required in the Special Requirements in Exhibit "B".

5.2 General Insurance Requirements.

All of the above policies of insurance shall be primary insurance and shall name the City, its elected and appointed officers, employees and agents as additional insureds and any insurance maintained by City or its officers, employees or agents may apply in excess of, and not contribute with Consultant's insurance. The insurer is deemed hereof to waive all rights of subrogation and contribution it may have against the City, its officers, employees and agents and their respective insurers. Moreover, the insurance policy must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may satisfy the self-insured retention.

All of said policies of insurance shall provide that said insurance may not be amended or cancelled by the insurer or any party hereto without providing thirty (30) days prior written notice by certified mail return receipt requested to the City. In the event any of said policies of insurance are cancelled, the Consultant shall, prior to the cancellation date, submit new evidence of insurance in conformance with Section 5.1 to the Contract Officer.

No work or services under this Agreement shall commence until the Consultant has provided the City with Certificates of Insurance, additional insured endorsement forms or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the City. City reserves the right to inspect complete, certified copies of and endorsements to all required insurance policies at any time. Any failure to comply with the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to City.

All certificates shall name the City as additional insured (providing the appropriate endorsement) and shall conform to the following "cancellation" notice:

CANCELLATION:

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATED THEREOF, THE ISSUING COMPANY SHALL MAIL THIRTY (30)-DAY ADVANCE WRITTEN NOTICE TO CERTIFICATE HOLDER NAMED HEREIN.

[to be initialed]

Consultant Initials

City, its respective elected and appointed officers, directors, officials, employees, agents and volunteers are to be covered as additional insureds as respects: liability arising out of activities Consultant performs; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or any automobiles owned, leased, hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to City, and their respective elected and appointed officers, officials, employees or volunteers. 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.

Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City or its respective elected or appointed officers, officials, employees and volunteers or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims. The Consultant agrees that the requirement to provide insurance shall not be construed as limiting in any way the extent to which the Consultant may be held responsible for the payment of damages to any persons or property resulting from the Consultant's activities or the activities of any person or persons for which the Consultant is otherwise responsible nor shall it limit the Consultant's indemnification liabilities as provided in Section 5.3.

In the event the Consultant subcontracts any portion of the work in compliance with Section 4.5 of this Agreement, the contract between the Consultant and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Consultant is required to maintain pursuant to Section 5.1, and such certificates and endorsements shall be provided to City.

5.3 Indemnification.

To the full extent permitted by law, Consultant agrees to indemnify, defend and hold harmless the City, its officers, employees and agents ("Indemnified Parties") against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Consultant, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which Consultant is legally liable ("indemnitors"), or arising from Consultant's or indemnitors' reckless or willful misconduct, or arising from Consultant's or indemnitors' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith:

(a) Consultant will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith;

(b) Consultant will promptly pay any judgment rendered against the City, its officers, agents or employees for any such claims or liabilities arising out of or in connection with the negligent performance of or failure to perform such work, operations or activities of Consultant

hereunder; and Consultant agrees to save and hold the City, its officers, agents, and employees harmless therefrom;

(c) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Consultant for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Consultant hereunder, Consultant agrees to pay to the City, its officers, agents or employees, any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees.

Consultant shall incorporate similar indemnity agreements with its subcontractors and if it fails to do so Consultant shall be fully responsible to indemnify City hereunder therefore, and failure of City to monitor compliance with these provisions shall not be a waiver hereof. This indemnification includes claims or liabilities arising from any negligent or wrongful act, error or omission, or reckless or willful misconduct of Consultant in the performance of professional services hereunder. The provisions of this Section do not apply to claims or liabilities occurring as a result of City's sole negligence or willful acts or omissions, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from City's negligence, except that design professionals' indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness or willful misconduct of the design professional. The indemnity obligation shall be binding on successors and assigns of Consultant and shall survive termination of this Agreement.

5.4 Sufficiency of Insurer.

Insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the City ("Risk Manager") due to unique circumstances. If this Agreement continues for more than 3 years duration, or in the event the risk manager determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Consultant agrees that the minimum limits of the insurance policies may be changed accordingly upon receipt of written notice from the Risk Manager.

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

Consultant shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder (the "books and records"), as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. Any and all such documents shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts

from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required. In the event of dissolution of Consultant's business, custody of the books and records may be given to City, and access shall be provided by Consultant's successor in interest. Notwithstanding the above, the Consultant shall fully cooperate with the City in providing access to the books and records if a public records request is made and disclosure is required by law including but not limited to the California Public Records Act.

6.2 Reports.

Consultant shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require. Consultant hereby acknowledges that the City is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Consultant agrees that if Consultant becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein or, if Consultant is providing design services, the cost of the project being designed, Consultant shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Consultant is providing design services, the estimated increased or decreased cost estimate for the project being designed.

6.3 Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the "documents and materials") prepared by Consultant, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Consultant will be at the City's sole risk and without liability to Consultant, and Consultant's guarantee and warranties shall not extend to such use, reuse or assignment. Consultant may retain copies of such documents for its own use. Consultant shall have the right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom. Moreover, Consultant with respect to any documents and materials that may qualify as "works made for hire" as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed "works made for hire" for the City.

6.4 Confidentiality and Release of Information.

(a) All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such

information or work product to persons or entities other than City without prior written authorization from the Contract Officer.

(b) Consultant, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the Contract Officer or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered “voluntary” provided Consultant gives City notice of such court order or subpoena.

(c) If Consultant, or any officer, employee, agent or subcontractor of Consultant, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorneys fees, caused by or incurred as a result of Consultant’s conduct.

(d) Consultant shall promptly notify City should Consultant, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under. City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California, or any other appropriate court in such county, and Consultant covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in the County of Los Angeles, State of California.

7.2 Disputes; Default.

In the event that Consultant is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, the City may give notice to Consultant of the default and the reasons for the default. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, if circumstances warrant. During the period of time that Consultant is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, the City may, in its sole discretion, elect to pay some or all of the outstanding invoices

during the period of default. If Consultant does not cure the default, the City may take necessary steps to terminate this Agreement under this Article. Any failure on the part of the City to give notice of the Consultant's default shall not be deemed to result in a waiver of the City's legal rights or any rights arising out of any provision of this Agreement.

7.3 Retention of Funds.

Consultant hereby authorizes City to deduct from any amount payable to Consultant (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and (ii) all amounts for which City may be liable to third parties, by reason of Consultant's acts or omissions in performing or failing to perform Consultant's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Consultant, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Consultant to insure, indemnify, and protect City as elsewhere provided herein.

7.4 Waiver.

Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Consultant shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

7.5 Rights and Remedies are Cumulative.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

7.6 Legal Action.

In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary provision herein, Consultant shall file a statutory claim pursuant to Government Code Sections 905 et. seq. and 910 et. seq., in order to pursue a legal action under this Agreement.

7.7 Termination Prior to Expiration of Term.

This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Contract at any time, with or without cause, upon thirty (30) days' written notice to Consultant, except that where termination is due to the fault of the Consultant, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, the Consultant reserves the right to terminate this Contract at any time, with or without cause, upon sixty (60) days' written notice to City, except that where termination is due to the fault of the City, the period of notice may be such shorter time as the Consultant may determine. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Consultant has initiated termination, the Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 7.3. In the event the Consultant has initiated termination, the Consultant shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

7.8 Termination for Default of Consultant.

If termination is due to the failure of the Consultant to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Consultant shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Consultant for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

7.9 Attorneys' Fees.

If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees. Attorney's fees shall include attorney's fees on any appeal, and in addition a party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

No officer or employee of the City shall be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by the City or for any amount which may

become due to the Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

8.2 Conflict of Interest.

Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Consultant's performance of services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the Contract Officer. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which affects her/his financial interest or the financial interest of any corporation, partnership or association in which (s)he is, directly or indirectly, interested, in violation of any State statute or regulation. The Consultant warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

8.3 Covenant Against Discrimination.

Consultant covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class in the performance of this Agreement. Consultant shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class.

8.4 Unauthorized Aliens.

Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, *et seq.*, as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Consultant so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Consultant hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Notices.

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager and

to the attention of the Contract Officer (with her/his name and City title), City of Carson, 701 East Carson, Carson, California 90745 and in the case of the Consultant, to the person(s) at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

9.2 Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

9.3 Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

9.4 Integration; Amendment.

This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the parties. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Consultant and by the City Council. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

9.5 Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

9.6 Warranty & Representation of Non-Collusion.

No official, officer, or employee of City has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of City participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of "financial interest" shall be consistent with State law and shall not include interests found to be

“remote” or “non-interests” pursuant to Government Code Sections 1091 or 1091.5. Consultant warrants and represents that it has not paid or given, and will not pay or give, to any third party including, but not limited to, any City official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded any agreement. Consultant further warrants and represents that (s)he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any City official, officer, or employee, as a result of consequence of obtaining or being awarded any agreement. Consultant is aware of and understands that any such act(s), omission(s) or other conduct resulting in such payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

Consultant’s Authorized Initials _____

9.7 Corporate Authority.

The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

CITY:

CITY OF CARSON, a municipal corporation

Lula Davis-Holmes, Mayor

ATTEST:

Donesia Gause-Aldana, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Sunny K. Soltani, City Attorney
[BRJ]

CONSULTANT:

ANIMAL PEST MANAGEMENT SERVICES, INC.,
a California corporation

By: _____
Name: Dan Fox
Title: President

By: _____
Name: Dan Fox
Title: Treasurer
Address: 13655 Redwood Court
Chino, CA 91710

Two corporate officer signatures required when Consultant is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONSULTANT’S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONSULTANT’S BUSINESS ENTITY.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2021 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

<input type="checkbox"/> CAPACITY CLAIMED BY SIGNER <input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> CORPORATE OFFICER <input type="checkbox"/> PARTNER(S) <input type="checkbox"/> LIMITED <input type="checkbox"/> GENERAL <input type="checkbox"/> ATTORNEY-IN-FACT <input type="checkbox"/> TRUSTEE(S) <input type="checkbox"/> GUARDIAN/CONSERVATOR <input type="checkbox"/> OTHER _____ SIGNER IS REPRESENTING: (NAME OF PERSON(S) OR ENTITY(IES)) _____ _____	DESCRIPTION OF ATTACHED DOCUMENT _____ TITLE OR TYPE OF DOCUMENT _____ NUMBER OF PAGES _____ DATE OF DOCUMENT _____ SIGNER(S) OTHER THAN NAMED ABOVE
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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

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I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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EXHIBIT “A”
SCOPE OF SERVICES

I. Consultant will perform the following Services:

- A. General:** Perform integrated pest management and control services (inspection services to be performed regularly and abatement/control services to be performed on an on-call basis) at the following City facilities (collectively, the “City Facilities,” and each, a “City Facility”):

<i>Park Name and Address</i>	<i>Approximate Square Feet</i>
1. Anderson Park – 19101 Wilmington Ave.	4,977
2. Calas Park – 1000 E. 220 th St.	4,999
3. Carriage Crest Park – 23800 S. Figueroa St.	3,644
4. Carson Park – 21411 S. Orrick Ave.	16,153
5. Del Amo Park – 703 E. Del Amo Blvd.	4,152
6. Dolphin Park – 21205 S. Water St.	6,546
7. Dominguez Park – 21330 Santa Fe Ave.	5,847
8. Friendship Mini-Park – 21930 S. Water St.	0
9. Hemingway Park – 700 E. Gardena Blvd.	4,632
10. Mills Park – 1340 E. Dimondale Dr.	3,211
11. Perry Street Mini-Park – 215 th & Perry St.	0
12. Reflections Mini-Park – 21208 Shearer St.	0
13. Foisia Park – 23410 Catskill Ave.	16,153
14. Stevenson Park – 17400 Lysander Dr.	17,301
15. Veterans Park – 22400 Moneta Ave.	38,752
16. Walnut Mini-Park – 440 E. Walnut St.	0
17. Community Center – 3 Civic Plaza Dr.	85,000
18. Civic Center – 701 E. Carson St.	48,058

Services at each City Facility shall include the entire structure, occupied or unoccupied, including, but not limited to, crawl spaces, offices, storage areas/rooms, closets, baseboards, plumbing and heating chases/rooms, elevators, walls, enclosures, kitchens, dining rooms, food preparation and food storage areas, refuse containers

and surrounding storage areas, restrooms, locker rooms, hallways, lounges and a three (3) foot area extending outward from the furthest edge of each structure.

On-call services may also be performed in the City-owned or operated public right-of-way.

B. Regular Inspection Services.

1. Consultant shall perform monthly service visits for inspection of each of the City Facilities in accordance with an annual schedule prepared by Consultant and approved by the Contract Officer. All regular inspections pursuant to this subsection (B) shall be performed during regular working hours as specified in subsection (E). Consultant shall submit the schedule to the Contract Officer within 30 days of full execution of this Agreement. The schedule shall identify required inspections and delineate the timeframes for performance. The schedule shall also include any scheduled on-call services which have been approved pursuant to subsection (C). Consultant shall submit revised schedules for the Contract Officer's prior review and approval when the timing of actual performance is anticipated to differ significantly from the schedule. All schedules and revised schedules shall be provided to the Contract Officer for review at least 10 business days prior to implementation, and shall not be implemented unless and until approved by the Contract Officer. Failure to notify Contract Officer of a schedule change and/or to perform an inspection as scheduled will constitute a default of Consultant pursuant to Section 7.2.
2. During each visit, Consultant's service technician shall perform a thorough inspection of the City Facility and shall make notations for the service inspection report required by Section III of this Exhibit "A," including noting areas of active infestation and areas of potential infestation and problems. Evidence of any termite activity will be noted in the report provided to the Contract Officer and also specifically reported to the City's Landscape/Building Maintenance Superintendent or designee. All action identified during each inspection as necessary to render complete, preventative and corrective insect, rodent and other pest animal abatement treatment or removal (as applicable and as provided herein with respect to abatement treatment vs. removal) will be recommended by Consultant for Contract Officer approval pursuant to subsection (C), below.

- C. On-Call Services.** Consultant will perform all pest control, abatement and removal services (i.e., all Services other than the regular inspection services pursuant to subsection (B), above) on an on-call basis in accordance with this subsection (C). Requests for on-call services will be made by the Contract Officer, generally pursuant to the Contract Officer's review of the service inspection reports and recommendations generated pursuant to subsection (B), above. However, requests for on-call services may also be made by the Contract Officer in his or her discretion

independent of any such service report or recommendation. Consultant must perform all on-call Services in compliance with the following requirements:

1. Each task shall be indicated by a written request produced by the Contract Officer with a description of the work to be performed, and the time desired for completion. All tasks shall be carried out in conformity with all provisions of this Agreement.
2. Consultant must prepare a written description of the requested tasks including: all components and subtasks; the costs to perform the task (“Task Budget”), using the itemized fees in Exhibit C, Schedule of Compensation, whenever a requested task is provided for in Exhibit C; an explanation of how the cost was determined; and, a schedule for completion of the task, not to exceed two work days from the date of the request (“Task Completion Date”); which shall all collectively be referred to as the “Task Proposal.”
3. Contract Officer shall in writing approve, modify or reject the Task Proposal, and may issue a Notice to Proceed.
4. The task shall be performed at a cost not to exceed the Task Budget.
5. Consultant shall complete the task and deliver all deliverables to Contract Officer by the Task Completion Date.

D. Control Methods and Criteria.

1. Insect Control. Insect control pursuant to this Agreement includes, but is not limited to, all types of roaches, beetles, flies, crickets and other hoppers, ants (all species), sow bugs, earwigs, silverfish, moths (and other flying pests), weevils (and other food pests), termites, and/or other similar pest insects. Control methods may include:
 - (a) Application of liquid residual insecticides to cracks and crevices where pests breed and harbor;
 - (b) Application of liquid residual insecticides as a spot treatment where pests are found;
 - (c) Application of insecticide dusts to voids or concealed areas;
 - (d) Use of baits where necessary;
 - (e) Application of liquid insecticides or repellents around trash cans, trash receptacles, trash dumpsters and trash enclosures for flies or other nuisance insect infestations.

- (f) Other lawful methods or preventative measures pursuant to recommendations of Consultant made in connection with submittal of service and inspection reports.

2. Rodent, Avian, or other Vertebrate Pest Control.

- (a) When rodent or other vertebrate animal pest activity is found, control measures will be applied and increased in the areas of activity as approved by the Contract Officer pursuant to subsection (C);
- (b) When rodent or other vertebrate animal pest activity is found or suspected, tracking powder may be used in tracking powder stations or concealed voids;
- (c) Snap traps (baited or with expanded trigger) will be used in areas where such traps will not present a hazard to members of the public or City employees. Glue stations may be used in lieu of snap traps in areas where such a hazard may exist, provided that use of glue traps must be approved in advance by the Contract Officer.
- (d) Consultant, subject to Contract Officer approval pursuant to subsection (C), shall check and maintain all traps, including removing all rodents from them, on a weekly basis (or a more frequent basis as deemed necessary by the Contract Officer) when there has been evidence of rodent or other animal infestation within the past seven (7) days. Consultant shall provide the extra traps and materials at no additional cost to City, and shall maintain the increased pest control activity until the rodent or other animal activity is no longer evident in the area, unless otherwise directed by the Contract Officer. Consultant shall submit additional service and inspection reports relating to such activity in accordance with Section III of this Exhibit “A” and as directed by the Contract Officer.
- (e) Bait stations may be used in unoccupied storage facilities, stand-alone trash enclosures, and stand-alone restrooms, but shall not be used in continuously occupied buildings without prior approval of the Contract Officer. All bait stations must be tamper resistant. Bait stations used above ground for ground squirrel control shall be tamper and vandal-resistant. Consultant shall clean and legally dispose of any and all spilled bait from any bait station. Consultant shall remove any bait station container determined by the Contract Officer to be unsafe.
- (f) Bird removal – Consultant shall note any bird activity that may warrant removal on Consultant’s service and inspection reports, and shall take all necessary steps to remove birds from the City Facilities

as may be approved by the Contract Officer pursuant to subsection (C).

- (g) For control of gopher populations, Consultant (subject to prior approval of the Contract Officer pursuant to subsection (C)) shall use synthetic rodent bait or Aluminum phosphide throughout the City (City Facilities and public right-of-way), unless otherwise directed by the Contract Officer.
- (h) Traps, particularly Gopher Hawks and Maccabee Traps, shall be placed with care, level with the bottom of the burrow with no obstruction allowed to interfere with the tripping mechanism of the trap. Gopher Hawks and Maccabee Traps shall be used only on slopes of ditches and banks.
- (i) Carbon Dioxide (CO₂) may be used to control gophers, moles and voles, and if/when used, shall be used as follows (unless otherwise required by applicable law or regulation): insert application equipment with equipped gauges into burrow or exposed tunnel section. When the pressure gauges are attached to the CO₂ tank, gently turn on the valve of the tank to its fullest open position. When operating, the pressure reading on the low-pressure side of the gauge, which disperses the CO₂ gas, should be set to dispense the CO₂ gas at 5 PSI to 25 PSI.

3. Bee, Wasp and Hornet Removal.

- (a) Removal of bees, wasps, hornets or other stinging insects from City Facilities shall be performed as approved by the Contract Officer pursuant to subsection (C), and may also be performed outside of regular working hours on an emergency basis in accordance with subsection (F).
- (b) The preferred method of abatement for beneficial insects (bees) is live removal when possible and practical. The Contractor shall use mechanical means first to remove beehives as approved by the Contract Officer throughout the City (i.e., City Facilities and public right-of-way). The use of a vacuum and/or plastic (bagging method) to remove the hive is considered mechanical removal for purposes of this paragraph. Consultant shall caution off the location of the beehive with the use of cones and/or caution tape.

4. Red Imported Fire Ant or Blank Ant Control.

- (a) Consultant shall treat fire ant mounds using State and County approved methods. Red Imported Fire Ant mound treatment will also consist of baiting the surrounding City Facility or area to ensure that

the nest does not migrate. This work is subject to prior approval of the Contract Officer.

- (b) The objective to any treatment strategy is to kill not only the worker ants but also the queen, since she is the only one capable of laying eggs. No method is 100% effective, and no method is permanent. Repeat treatments will be necessary because the ants will re-invade, often after a rain. Consultant shall use organic insecticide to control Red Imported Fire Ants as approved by the Contract Officer throughout the City (i.e., City Facilities and public right-of-way).
 - (c) Mound drench treatments work quickly, and because they are applied directly to the mound, they have little effect on non-target insects. Consultant shall use one of the following three organically approved mound drenches: (1) Safer Brand Fire Ant Killer® (active ingredient: D-limonene); (2) Entrust®; (3) Monterey Garden Insect Spray.
- 5. All pest management methods employed to perform pest control services shall conform to all applicable laws and regulations.
- 6. All baits, traps and gasses used for the Services shall be placed per manufacturer's guidelines and labels.
- 7. Only those pesticides will be used which have been registered by the Environmental Protection Agency and any other government agencies having authority in this field. All pesticides' label requirements, laws and regulations will be strictly adhered to including CDPR compliance for usage and reporting.
- 8. Posting Requirements. For all pesticide or chemical spraying applications performed pursuant to this Agreement, posting of signs at the spraying location providing notice of the spraying application is required as follows:
 - (a) Prior to application: Post signs at least 48 hours prior to all spraying applications. Place the spray notice sheets inside plastic page protectors, then attach them to a stake at least three (3) feet tall and in clear sight of people at all typical entry points to the City Facility or other relevant area.
 - (b) After application: leave the notice signs up for 72 hours after the spraying application is completed. Remove the notice signs immediately after the 72 hour period has passed (or as soon as possible thereafter during regular working hours).
- E. Working Hours. Work days for regular Services (i.e., all Services other than emergency services pursuant to subsection (F), below) are Monday through Friday. Weekday working hours are 7:00 a.m. to 4:00 p.m. (the "regular working hours"). No services may be performed outside of regular working hours except emergency bee

control services approved by the Contract Officer pursuant to subsection (C), which shall be performed in accordance with subsection (F).

F. Communication & Emergency Response.

1. Consultant's Principal shall be accessible for cell phone and email communications at all times during regular working hours. Consultant's Principal shall have a cellular telephone capable of sending and receiving both emails and text messages. The phone number and email address of the Principal shall be provided to the Contract Officer immediately upon execution of this Agreement. Consultant shall notify the Contract Officer of any changes in such contact information immediately so as to keep the information up to date at all times.
2. Consultant shall have and maintain the ability to contact field crews to respond to on-call emergency service requests made by the Contract Officer within thirty (30) minutes of the request during regular working hours.
3. Consultant shall also be available outside of regular working hours, on a 24 hour-per-day, seven (7) day-per-week basis, to respond to on-call emergency bee control (including bees, wasps, hornets and other similar stinging insects) service requests of the Contract Officer within two (2) hours of the Contract Officer's initial request or attempt to contact Consultant's Principal.
4. Service calls for bees or similar stinging insects may be made on an emergency or non-emergency basis, as determined by the Contract Officer in his or her discretion based on the severity or importance of the need for service.
5. All emergency on-call service requests shall be approved by the Contract Officer pursuant to subsection (C) prior to performance of the services, in addition to complying with the provisions of this subsection (F).
6. If Consultant cannot be notified or does not respond to an on-call emergency service request in a timely manner, then City will respond to address the emergency as it deems necessary, and Consultant shall be responsible for all costs incurred by City in doing so.

G. Consultant Personnel and Equipment.

1. If any personnel of Consultant charged with performing Services on City property fail(s) or refuse(s) to properly perform the Services, Consultant shall immediately remove such personnel from performing the services and replace them with qualified and competent personnel in a manner that facilitates proper performance of the Services without any gap in service.

2. All personnel of Consultant performing work on City property shall wear uniform shirts with Consultant's company name or logo printed on them. All uniforms shall be kept clean and professional in appearance.
3. All personnel of Consultant shall wear reflective safety vests while working within any public right-of-way within the City.
4. All Consultant vehicles present for work on City property shall be of one color and shall bear identification of Consultant by name or logo. A sign shall be displayed on all Consultant vehicles while present for work on City property indicating that Consultant is "Under Contract with the City of Carson." The sign shall be visible at all times.
5. Consultant shall provide Qualified Applicator License personnel (as set forth in subsection (I)(H)(2), below), fully trained in all phases of rodent and insect management. All applications shall be in strict accordance with all applicable laws and regulations.
6. All materials and equipment used by Consultant during performance of the Services pursuant to this Agreement shall comply with all applicable laws, rules and regulations, including any EPA, Department of Pesticide Regulation, Department of Food and Agriculture, or other regulations or guidance applicable to the use or application of pesticides, as well as any applicable CalOSHA safety standards. All equipment shall be in good working order with all manufacturer-installed safety guards and devices in place.

H. Consultant Licensing Requirements. Consultant must possess the following licenses (in addition to the requirements of Section 1.4):

1. Pest control advisor (PCA) license: Possession of a PCA license is required of Consultant. Categories required for the PCA license include (A) insect, mite and other invertebrates and (B) vertebrate pest.
2. Consultant's applicator(s) shall possess a Qualified Applicator License in the following categories:
 - (a) Landscape maintenance;
 - (b) Right of way; and
 - (c) Residential, industrial, and institutional.
3. Service Requirements. The Services require a professional-level pest control person at a PCA or greater level who is able to identify the pest management options available to the City per the City's requirements on an ongoing basis. The City's requirements may be changed at any time, depending on Contract Officer direction. All treatment plans and optional treatments will be

discussed with and approved by the Contract Officer prior to application. Consultant will give copies of the appropriate Pest Control Advisor's recommendations to the City's Contract Officer and Landscape/Building Maintenance Superintendent with current labels and Safety Data Sheets (SDS) for all of the materials to be used. All applications will adhere to labels and PCA recommendations.

4. Consultant shall be licensed by the State of California as a pest control business.

I. Meetings/Inspections. Consultant's Principal shall meet with the Contract Officer as requested by the Contract Officer to review Consultant's schedules, reports, and performance, resolve problems, and perform field inspections, as required by the Contract Officer in his or her discretion.

J. Materials. Consultant shall supply, at its own expense, all chemicals, traps, etc., and all empty containers such as bags, boxes, bottles, etc., used for the Services, and shall allow these materials to be inspected by the Contract Officer for verification of quantity and quality prior to use.

K. Damage Repair. Consultant shall immediately inform the Contract Officer of any and all damage to City property caused by its operations, and, upon approval of the Contract Officer, shall cause all such damage to be repaired or replaced in kind and size at Consultant's expense. All repairs shall be completed within two (2) working days using City-approved materials. Any damage to non-City property shall be immediately reported to the Contract Officer.

II. **As part of the Services, Consultant will prepare and deliver the following tangible work products to the City:**

A. See Section III, below.

III. **In addition to the requirements of Section 6.2, during performance of the Services, Consultant will keep the City appraised of the status of performance by delivering the following status reports:**

A. Annual service/inspection schedule for all City Facilities as required pursuant to Section I(B) of this Exhibit "A."

B. Written service inspection reports to the Contract Officer for each regular inspection as required pursuant to Section I(B) of this Exhibit "A." Such reports shall include, without limitation, notations and evaluation of: (i) areas of active infestation; (ii) areas of potential infestation and problems; (iii) status of problem areas treated; and (iv) any other pertinent observations or information. Consultant shall also provide, as part of such reports, its recommendations to the Contract Officer for preventative measures as necessary and appropriate in its professional judgment.

- C. Service reports to the Contract Officer for all On-Call Services performed pursuant to subsection (C), including on-call emergency services pursuant to subsection (F). Each such report shall include a description of all services performed.
- D. Consultant shall notify the Contract Officer when sanitation or other in-house factors become a problem to the extent that a satisfactory level of pest control cannot be maintained within the scope of services set forth in this Exhibit “A”, and such conditions or factors shall be noted in the applicable service and inspection report.
- E. Pesticide and chemical use records and reports as follows: (1) lists/descriptions of all pesticides proposed to be used for the services, for the approval of the Contract Officer prior to use; (2) Data Safety Sheets for all pesticides to be used for the services, for approval of the Contract Officer prior to use; (3) records of all pesticides used on City property each month, by the fifth working day of the following month (which records shall be retained in accordance with Department of Pesticide Regulation regulations); (4) other records and reports concerning pesticides used or proposed to be used for the services as required by law or requested by the Contract Officer; and (5) an annual (July to June) use report, due by July 15 of each year, stating the total amount of chemicals used on City property for the services per California Department of Pesticide Regulations (CDPR) and National Pollutant Discharge Elimination System (NPDES Requirements).

IV. All work product is subject to review and acceptance by the City, and must be revised by the Consultant without additional charge to the City until found satisfactory and accepted by City.

V. Consultant will utilize the following personnel to accomplish the Services:

- A. Dan Fox, President
- B. Brent Sherman, Operations Manager
- C. Rick Duffy, Chief Operating Officer
- D. Ron Moore, Urban Wildlife Area Manager
- E. Kristopher Porter, Urban Wildlife Technician

EXHIBIT “B”
SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)

- I. **Section 3.4, “Term,” is amended to read in its entirety as follows** (additions shown in *bold italics*, deletions in ~~strikethrough~~):

“3.4 Term.

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding *three (3) ~~one (1)~~* years from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit ‘D’). *The initial term of this Agreement may be extended, at the sole option of City, by up to two additional one-year periods, upon execution of a duly approved written amendment to this Agreement.”*

- II. **A new Section 7.10, “Liquidated Damages,” is hereby added to the Agreement, to read in its entirety as follows:**

“7.10 Liquidated Damages

Since the determination of actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine in the event of a breach of this Agreement, the Consultant and its sureties shall be liable for and shall pay to the City the sum of One Hundred Dollars (\$100) as liquidated damages for each working day of delay in the performance of any service required hereunder, as specified in the Schedule of Performance (Exhibit “D”). The City may withhold from any monies payable on account of services performed by the Consultant any accrued liquidated damages.”

EXHIBIT "C"
SCHEDULE OF COMPENSATION

I. Consultant shall perform the On-Call Services at the following rates:

Item No.	Description	Unit of Measure	Estimated QTY (per 12 month period)	Unit Price	Estimated Annual Price
1	Ground Squirrel Control Service Request	500 sq. ft. per occurrence	5	\$125.00	\$625.00
2	Gopher Control Service Request	500 sq. ft. per occurrence	100	\$99.00	\$9,900.00
3	Ant Control	price per 2,000 sq. ft.	20	\$99.00	\$1,980.00
4	Insect Control: roaches, beetles, flies, crickets, sow bugs, silver fish earwigs and similar insects	price per 2,000 sq. ft.	40	\$99.00	\$3,960.00
5	Rodent: mice & rats control	500 sq. ft. per occurrence	100	\$85.00	\$8,500.00
6	Bee Control (working hours)	Per five	30	\$250.00	\$7,500.00
7	Bee Control (emergency/holiday hours)	Per five	20	\$350.00	\$7,000.00
8	Mosquito Abatement	price per 2,000 sq. ft.	10	\$50.00	\$500.00
9	Fire Ant Control	Per nest	10	\$85.00	\$850.00
12	Bird Removal	Bird spikes 100 lineal ft. per occurrence	2	\$150.00	\$300.00
13	Pest Control Recommendations	Per occurrence	3	Ø	Ø
TOTAL PRICE					\$41,115.00

If on-call emergency bee control services are approved to be performed outside of regular working hours in accordance with subsections (C) and (E) of Section I of Exhibit "A," the "emergency/holiday hours" rate for bee control services specified in Item No. 7 of the table above shall apply. All other on-call services (whether performed on an emergency basis pursuant to Section I(F)(2) of Exhibit "A" or otherwise) shall be performed during regular working hours at the rates set forth above for the applicable type of pest control service. If the type of pest control service needed in a given situation is not specified above, the applicable rate shall be disclosed by Consultant in the Task Budget and shall be subject to approval by the Contract Officer pursuant to subsection I(C) of Exhibit "A."

- II. The sub-budgeted amounts specified for the respective Items set forth in the table in Section I, above, with the approval of the Contract Officer, may be shifted from one Item sub-budget to another so long as the Contract Sum is not exceeded per Section 2.1, unless Additional Services are approved per Section 1.8.**
- III. Consultant shall establish a Task Budget for each Task identifying the subtasks, based on the pricing set forth above, and itemizing all materials and equipment utilized and the costs thereof (unless Consultant is responsible for the cost of the materials or equipment as provided in Exhibit "A"). If payment is to be made other than at completion of the services, then the phases of the performance and percentage of payment due shall also be shown in the Task Proposal.**
- IV. There shall be no charge for Consultant's performance of the regular inspection services pursuant to Section I(B) of Exhibit "A," nor for Consultant's discharge of its pesticide application notice posting obligations pursuant to Section I(D)(8) of Exhibit "A."**
- V. There shall be no charge for repeat calls or service requests resulting from ineffective or improper performance of On-Call Services pursuant to Section I.C of Exhibit "A."**
- VI. Notwithstanding Section 2.3 (Reimbursable Expenses), the following costs/expenses incurred by Consultant shall not be allowed for reimbursement: materials as stated in Section I(J) of Exhibit "A," additional charges such as fuel surcharges and mileage rates, fines, entertainment, advertising, and any costs deemed inappropriate for reimbursement from taxpayer money by the Contract Officer in his or her discretion, subject to compliance with applicable law.**
- VII. The City will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include, to the extent applicable:**
 - A. Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.**
 - B. Line items for all materials and equipment properly charged to the Services.**
 - C. Line items for all other approved reimbursable expenses claimed, with supporting documentation.**
 - D. Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.**
- VIII. The total compensation for the Services shall not exceed \$123,345 as provided in Section 2.1 of this Agreement.**

EXHIBIT “D”
SCHEDULE OF PERFORMANCE

- I. Consultant shall perform all regular inspection services timely in accordance with the annual schedule of services established pursuant to Section I(B) of Exhibit “A,” and otherwise in accordance with the provisions of said Section I(B).**
- II. Consultant shall perform all On-Call Services timely in accordance with the Task Proposal established pursuant to Section I(C) of Exhibit “A” (i.e., by the applicable Task Completion Date). Emergency On-Call Services shall additionally comply with the performance time requirements set forth in Section I(F) of Exhibit “A.”**
- III. Consultant shall deliver the following tangible work products to the City by the following dates.**
 - A. Annual inspection/service schedule – as provided in Section I(B) of Exhibit “A.”**
 - B. All inspection and service reports - upon conclusion of performance of applicable inspection or service, or within 24 hours of same.**
 - C. Pesticide application records and reports – as stated in Section III(E) of Exhibit “A,” unless otherwise required by applicable law or regulation.**
- IV. The Contract Officer may approve extensions for performance of the services in accordance with Section 3.2.**