



600 Sixth Street Lincoln CA 95648

Central Services Division

Teri Halley
Purchasing Clerk
916-434.2445
thalley@ci.lincoln.ca.us

NOTICE TO BIDDERS
RFP06032010

NOTICE IS HEREBY GIVEN that sealed bids for **Pest Extermination Services** will be accepted by the City of Lincoln. Bids will be accepted at the office of the City Clerk, 600 Sixth Street, Lincoln, California, 95648, until Thursday, June 17, 2010 at 3:00 p.m. **Said bids shall be sealed and clearly marked on the envelope's exterior.** Said bids will be publicly opened and read aloud in the City Hall, First Floor Administrative Conference Room on Thursday June 17, 2010 at 3:00 pm. Specifications and bid forms for the submitting of a proposal shall be obtained at City Hall, 600 Sixth Street, Lincoln, CA. 95648, first Floor, Administrative Services Department or City website (www.ci.lincoln.ca.us) and each bid shall be submitted only upon that form. Right is reserved to reject any or all bids and to waive any informalities or irregularities in any bid or in the bidding. All questions should be submitted in writing to **Teri Halley** at 916-434-2445 or thalley@ci.lincoln.ca.us

June 3, 2010

Patricia Avila
City Clerk

PUBLISH: Lincoln News Messenger

DATES: June 3, 2010 and June 10, 2010

1.0 Introduction

1.1 *Proposed Solicitation*

The City of Lincoln, hereinafter referred to as the "City", is soliciting proposals for Pest Extermination Services. Qualified firms, hereafter referred to as "vendors", whom meet the requirements set forth in this Request for Proposal, and are capable of expanding to meet the City's future needs, are encouraged to participate.

1.2 *General Information about the City*

The City is located in Placer County, California. It is the northernmost of the South Placer County communities. It lies between Interstate 80 and Marysville along State Route 65, in the California foothill region.

The City was first incorporated in 1890 and has a current population of approximately 38,000. It has a five-member council and a City Manager. The five members of the City Council are elected at-large. They serve staggered four-year terms, with the Mayor being rotated annually among the Councilmember's. The Council meets on the second and fourth Tuesday of each month. The City is organized into six departments. Key personnel are listed in Appendix E and an organizational chart is attached in Appendix F.

The vendor's principal contact with the City will be **Teri Halley**, or a designated representative, who will coordinate assistance to be provided by the City to the vendor. City Hall is located at 600 Sixth Street, Lincoln, California 95648. The main telephone number is (916) 434-2430. The fax number is (916) 645-1490.

2.0 Instructions

2.1 Purpose

The purpose of this Request for Proposal (RFP) is to provide interested vendors with the necessary information for preparing proposals for Pest Extermination Services for several City Buildings and Well sites. The City shall establish a one time contract to run for one year with an option to renew each year thereafter for a maximum of three year's. Either party can cancel the contract for any reason with 30 days written notice.

2.2 Proposed Submission

Each proposal shall be submitted in the specified format and may be delivered via US Mail, in person, or express courier to the attention of the City Clerk. Two (2) copies of the proposal, in addition to the original, shall be submitted using the vendor proposal format specified in Section 4, Vendor Proposal Format. Proposals shall be received by the City Clerk no later than 3:00 pm June 17, 2010. Submissions after this deadline will not be accepted. Proposals will not be accepted by facsimile or electronic mail.

Each proposal shall include a letter of transmittal, not to exceed one page in length, signed by an authorized representative of the vendor. This letter of transmittal must state the names of the individual(s) authorized to negotiate with the City and sign contracts on behalf of the vendor.

Submissions shall be submitted and labeled as follows:

City of Lincoln
600 Sixth Street
Lincoln, CA 95648
Attn: Patricia Avila, City Clerk
Re: RFP 06032010 Pest Extermination Services

2.3 Schedule of Events

The City will proceed with the RFP process in a series of steps. This RFP's schedule for release, submittal, evaluation and selection is summarized in section 5, Proposal Schedule.

2.4 Questions Related to this RFP

In order to avoid any potential confusion, and to minimize the burden on City staff, the City requires that all *procedural* questions relating to this RFP be directed to Teri Halley at 916-434-2445.

Any vendors found to be soliciting other members of City staff or officials during this RFP process may be automatically disqualified from any further consideration.

3.0 Conditions and Requirements

3.1 *Hard Prices*

Prices quoted by vendors will be firm prices, not subject to increase during the term of the contractual agreement arising with the City as a result of this proposal. Vendor quoted prices shall include any applicable state and federal tax. Vendors are to stipulate the expiration date of their quoted proposal.

3.2 *Right to Contract for Selected Services*

The City reserves the right to contract for selected services relating to this proposal from any vendor, in part or in whole. The City may select several vendors to provide all necessary services.

3.3 *Evaluation Criteria*

The various significant factors that will be considered in the evaluation of proposals are summarized below. The City's final selection will not be dictated on any single factors including price. The relative importance of these factors involves judgment on the part of the City's RFP Team and will include both objective and subjective analysis. A vendor may be eliminated from consideration for failure to comply with any of the requirements, depending upon the critical nature of such requirements.

3.4 *Proper submission and Completeness of RFP*

Receipt of complete proposal by the due date as outlined in proposal schedule. **Late submissions or delivery via facsimile or electronic mail will not be considered.**

3.5 *Comprehensiveness of Services Provided*

The vendor must have the capability to meet the required services level described in the RFP.

3.6 *Right to Request Additional Information*

During the evaluation process, the RFP Team and the City reserve the right, where it may serve the best interest of the City, to request additional information and clarification from vendors.

3.7 *Right to Reject Any or All Proposals*

The City reserves the right to reject any or all proposals, to waive technicalities or formalities, and to accept any proposal deemed in the best interest of the City. When two or more vendors are deemed equal, the City reserves the right to make the award to one of the two vendors.

3.8 *Contracts*

It is recognized that the formal basis of any agreement between the City and the vendor is a contract rather than a proposal. In submitting proposals, vendors must indicate that they are prepared to complete a contract containing all the information submitted in their proposals. See Appendix G for Sample Contract. The proposal will become part of the contract between the City and the successful vendor.

3.9 *Personnel*

Engagement partners, managers, other supervisory staff and specialists may be changed if these personnel leave the vendor, are promoted or are assigned to other offices. The personnel may also be changed for other reasons with the express written consent of the City. However, in either case, the City retains the right to approve or reject replacements.

3.10 *Rights to Submitted Materials*

All proposals, inquiries, responses, or correspondence related to or in reference to this RFP, and all reports, charts, displays, schedules, exhibits, and other documentation submitted by the vendor will become property of the City and a matter of public record.

3.11 *Proposal Interpretations and Addenda*

Any changes to this RFP by the City will be sent to each vendor or individual to whom an RFP has been sent. Such changes become an integral part of the RFP for incorporation into any contract awarded pursuant to the RFP.

3.12 *Insurance Requirements*

For the duration of the contract, the vendor must procure and maintain insurance against loss of property. The cost of such insurance is the vendor's responsibility.

3.13 Undue Influence

The vendor declares and warrants that no undue influence or pressure is used against or in concert with any officer or employee of the City in connection with the award or terms of the Agreement that will be executed as a result of this RFP, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the City will receive compensation, directly or indirectly, from the vendor, or from any officer, employee or agent of the vendor, in connection with the award of the Agreement or any work to be conducted as a result of the RFP. Violation of this Section shall be a material breach of the Agreement/Contract entitling the City to any and all remedies by law or in equity.

3.14 Non-Discrimination

The City maintains various policies related to contractual service providers. Among these is an anti-discrimination policy, which requires that our contractors not discriminate in hiring on the basis of gender, race, religion, sexual orientation, or medical condition. Upon acceptance of a proposal, the City may request that the selected vendor sign a statement affirming their compliance with this policy.

4.0 Vendor Proposal Format

To assist the City in its evaluation of submitted proposals, it is *required* that each proposal adheres to the following format:

4.1 Letter of Transmittal

In the Letter of Transmittal, the vendor shall describe their understanding of the work to be performed and why the vendor is the best qualified to perform the services requested. This letter of transmittal must state the names of the individual(s) authorized to negotiate with the City and sign contracts on behalf of the vendor.

4.2 Table of Contents

Include a Table of Contents with a clear listing of the material submitted by section and page number.

4.3 Certification of Proposals

Submit a completed Certification of Proposal to the City of Lincoln (see Appendix D).

4.4 Conceptual Plan

The vendor shall provide a conceptual plan for the product and services the vendor believes are appropriate for the City.

The plan should indicate product features, and personnel skills or services, which distinguish this vendor and make it the better choice for the City. Address the ability to meet objectives as stated in section 3.3.

4.5 Vendor and Staff Profile

- *Experience:* Describe the vendor's experience in providing services to the public sector and any exclusive resources dedicated to the public sector. Provide three (3) references most comparable to the size and technical needs of the City of Lincoln. Include a brief description of the services provided, how long such services have been provided and a contact person and telephone number for each client described.
- *Relationship Management:* Describe the team that will be assigned to service our relationship. Provide the name, title, experience and qualifications of each individual and a brief account of their rolls and responsibilities. Give the name(s) of the person(s) who will be authorized to make representations for the vendor, their title(s), addresses and telephone numbers.

4.6 *Summary of Charges*

The proposal must include a summary of all charges for proposed products and services.

5.0 Proposal Schedule

Event/Activity	Date
Distribution of RFP	June 3, 2010
Final Date for Receipt of Proposals	June 17, 2010 at 3:00 pm
Evaluation & Review	June 21 - June 22, 2010
Notification to Vendors of Results	June 23, 2010
City Council Approval	July 13, 2010

5.1 Distribution of RFP:

The RFP will be mailed to prospective vendors on June 3, 2010

5.2 Final Date for Receipt of Proposals:

Proposals must be received at City Hall no later than 3:00 pm on June 17, 2010. Proposals received in the mail after this deadline will not be accepted regardless of their postmarked date. Facsimiles will not be accepted. Please include the original proposal and 2 copies.

5.3 Evaluation & Review:

The City Clerk will open all proposals on June 17, 2010, at 3:00 pm at City Hall, 600 Sixth Street. RFP Team will evaluate bids from June 21 through June 22, 2010.

5.4 Notification to Vendors:

The RFP Team will recommend a vendor to the City Manager and a notification will be sent to all participating vendors on about the results of the review and the contract award process on June 23, 2010.

5.5 City Council Approval:

It is anticipated that the contract for services will be submitted to the City Council for approval at their regularly scheduled meeting on Tuesday, July 13, 2010.

6.0 Scope of Services

6.1 Required Services

General Pest services include an inspection of each property at the time of services. This inspection will be done by a currently licensed branch 2, in General Pest Control Technician. The technician will have a clearly marked vehicle and uniform. The Vendor will provide a copy of all invoices including material used. Upon request a MSDS and label of currently used materials will be provided for the City of Lincoln.

6.2 Application of Service

Upon each service the technician, will determine the appropriate application of material to effectively control General Pests. This will include Integrated Pest Management or IPM. The technician will treat along the exterior foundation of each building to provide a chemical barrier. The technician upon each service call shall check with the appropriate contact to each building to assure on going efforts are providing valued service. If there is a need to service the interior of a structure or provide a solution to an active infestation, the technician will determine the appropriate application at that time. If the need arises to schedule an interior service call at a better time due to personnel being present, the technician will schedule that appointment and return at a mutually beneficial time and make the application. There will be no additional cost for the return service call. Any and all Glue Boards or mechanical rodent trapping devices will be checked for rodents and all carcasses thrown away at an off site disposal. The technician will sweep down cobwebs where they are accessible and remove wasp nests around the exterior of buildings.

6.3 Additional Services

Follow up visits that may occur beyond the monthly scope will be at no additional charge to the City and service requests will be complete within 48 hours.

6.4 Services not included

Branch 3 or wood destroying organisms' such as termites will not be included. Branch 3 items such as active termite elimination treatment will be available upon request. The vendor would provide a bid on a case by case request for any Branch 3 items. Bird control such as pigeons also would need to be requested by the City of Lincoln. The vendor would then give the City the price options of providing the chosen method of control.

7.0 Insurance

Contractor(s) shall procure and maintain insurance on all of his operations during the progress of the work, with reliable insurance companies, of forms acceptable to City, for the following minimum coverage:

- 7.1 Comprehensive general liability insurance, including contractor(s) contingent coverage, with limits of not less than as indicated in either (1) or (2) as follows: (1) Bodily Injury Liability - \$1,000,000 each (2) person. \$1,000,000 for each occurrence, \$1,000,000 aggregate; (2) A single limit for Bodily Injury Liability and Property Damage Liability Combined of \$1,000,000 each occurrence and \$1,000,000 aggregate. The insurance shall cover all operation of contractor(s), including but not limited to the following: (1) premises, operations, and mobile equipment liability: (2) completed operations and products liability: (3) contractual liability insuring the obligations assumed by contractor(s) in this agreement: (4) Independent Contractor Contingent coverage: (5) explosion, collapse, and underground property damage: (6) broad form property damage liability endorsement: (7) personal injury liability endorsement.
- 7.2 All policies shall name City as an additional insured during the project and for a period of two years following final completion and shall provide that such policy as primary insurance.
- 7.3 Certificates of insurance, or other evidence of insurance as requested by City, shall be furnished by contractor(s) to City before any work is commenced hereunder by contractor(s). The certificates shall provide that there will be no cancellation, reduction or modification of coverage without 30 days prior written notice to City.
- 7.4 The City, its officers, and officials, employees and volunteers are to be named as additional insured on the contractor(s) general liability and insurance policies.
- 7.5 Contractor(s) general liability and automobile liability insurance coverage shall be primary insurance with respect to the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officer's employees or volunteers shall be in excess of contractor(s) insurance and shall not contribute with it.
- 7.6 For the duration of the contract, the contractor(s) must procure and maintain insurance against loss of property. The cost of such insurance is the contractor(s) responsibility

Appendix A

Pest Extermination Services Pricing

List the cost for Pest Extermination **Monthly** Services by each City location.

Public Safety	2000 Flightline Drive	\$ _____
City Hall	600 Sixth Street	\$ _____
Corporation Yard	2100 Flightline Drive	\$ _____
Twelve Bridges Library	485 Twelve Bridges Drive	\$ _____
Community Center	2010 First Street	\$ _____
Fire Station #34	126 Joiner Way	\$ _____
Fire Station #33	17 McBean Drive	\$ _____
Police Headquarters	640 Fifth Street	\$ _____
McBean Pavilion	65 McBean Drive	\$ _____
Police Substation	770 Seventh Street	\$ _____
Civic Center	470 E Street	\$ _____
Fire Station #35	2526 East Lincoln Parkway	\$ _____
Carnegie Library	590 Fifth Street	\$ _____
City Airport	1480 Flightline Drive	\$ _____
Moore Road Well	2650 Moore Road	\$ _____
Nelson Well	Moore Road & Nelson Lane	\$ _____
Well #2	3300 Nicholas (Next to Robojack)	\$ _____
Water Tank #1	Hidden Hills	\$ _____

City of Lincoln
RFP 06032010 Pest Extermination Services

Water Tank #2	Next to 3612 Vista Madera @ Del Webb	\$ _____
Fiddymment Well	Fiddymment Road	\$ _____
Westwood Well	Farrari Ranch Road @ Lincoln Crossing	\$ _____
12 Bridges Booster Pump Station	12 Bridges & Stoneridge	\$ _____
Total		\$ _____

Appendix B

Contractor Summary Sheet

Contractor Name: _____

Contractor Parent or Ownership: _____

Contractor Address: _____

Contractor Telephone Number: _____ Fax Number: _____

Management person responsible for direct contact with the City and the services required for this Request for Proposal (RFP):

Name: _____

Title: _____

Telephone Number: _____

EMAIL Address: _____

Person Responsible for day-to-day servicing of the account:

Name: _____

Title: _____

Telephone Number: _____

EMAIL Address: _____

Appendix C

References

Reference One:

Name/Contact Information

Phone Number

Description of Services

How long were services provided:

Reference Two:

Name/Contact Information

Phone Number

Description of Services

How long were services provided:

Reference Three:

Name/Contact Information

Phone Number

Description of Services

How long were services provided:

(City reserves the right to contact references that are not listed on this document)

Appendix D

Certification of Proposal to the City of Lincoln

- I. The undersigned hereby submits its proposal and, by doing so, agrees to furnish services to the City in accordance with the Request for Proposal (RFP) and to be bound by the terms and conditions of the RFP.
- II. This contractor has carefully reviewed its proposal and understands and agrees that the City is not responsible for any errors or omissions on the part of the contractor and that the contractor is responsible for these.
- III. It is understood and agreed that the City reserves the right to accept or reject any or all proposals and to waive any informality or irregularity in any proposal received by the City.
- IV. The proposal includes all of the commentary, figures and data required by the Request for Proposal.
- V. This contractor has carefully read and understands all of the items contained in Section 3, Conditions and Requirements.
- VI. The proposal by this contractor is an irrevocable offer and shall be valid for 120 days from date of submission.

Name of Contractor: _____

By (Authorized Signature): _____ Date: _____

Name: _____

Title: _____

Address: _____

Telephone Number: _____ Fax Number: _____

EMAIL Address: _____

Appendix E

**List of Elected Officials
and Administration**

Elected Officials

Tom Cosgrove	Mayor
Linda Stackpoole	Mayor Pro Tem
Kent Nakata	Councilmember
Spencer Short	Councilmember
Paul Joiner	Councilmember
Sheron Watkins	City Treasurer
Patricia Avila	City Clerk

City Manager

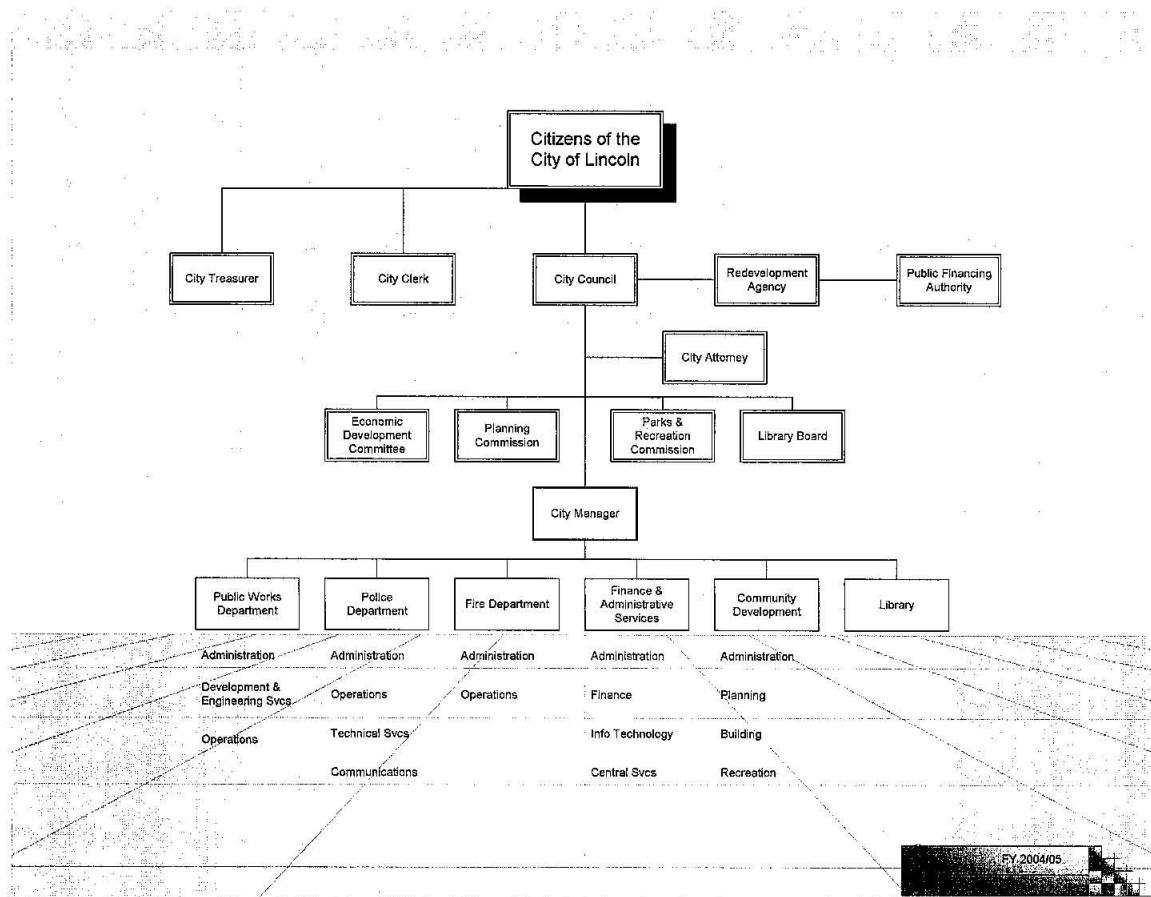
Jim Estep	City Manager
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Department Heads

Anna Jatczak	Assistant City Manager / CFO
Rodney Campbell	Development Services Director
Terry Rodrigue	Interim Public Services Director
Joel Neves	Interim Police Chief
Dave Whitt	Fire Chief
Darla Wegener	Library Director

Appendix F

City of Lincoln Organization Chart



Appendix G

Sample Contract

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made at Lincoln, California, as of **INSERT DATE**, by and between the CITY OF LINCOLN, a municipal corporation ("City") and **INSERT NAME/COMPANY/ADDRESS**, a California corporation ("Consultant"), who agree as follows:

- 1) Services. Subject to the terms and conditions set forth in this Agreement, Consultant shall provide said services described in Exhibit A. Consultant shall provide said services at the time, place, and in the manner specified in Exhibit A.
- 2) Contract Period. Contract work will begin **INSERT DATE** and continue through **INSERT DATE**.
- 3) Payment. City shall pay to Consultant for services rendered pursuant to this Agreement at the times and in the manner set forth in Exhibit B. The payments specified in Exhibit B shall be the only payments to be made to Consultant for services rendered pursuant to this Agreement. Consultant shall submit all billings for said services to City in the manner specified in Exhibit B; or, if no manner be specified in Exhibit B, then according to the usual and customary procedures and practices which Consultant uses for billing clients similar to City.
- 4) Facilities, Equipment, and Other Materials. Except as set forth in Exhibit C, Consultant shall, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Agreement. City shall furnish to Consultant only the facilities, equipment, and other materials listed in Exhibit C according to the terms and conditions set forth in Exhibit C.
- 5) General Provisions. The general provisions set forth in Exhibit D are part of this Agreement. In the event of any inconsistency between said general provisions and any other terms or conditions of this Agreement, the other term or condition shall control insofar as it is inconsistent with the general provisions.
- 6) Exhibits. All exhibits referred to herein are attached hereto and are by this reference incorporated herein.
- 7) Time for Performance. Time is of the essence and subject to City's compliance with Exhibit C. Failure of Consultant to perform any service within the time limits set forth in Exhibit A shall constitute material breach of this Contract.

City of Lincoln
RFP 06032010 Pest Extermination Services

Executed as of the day first above stated:

NAME/COMPANY/ADDRESS
a California Corporation

CITY OF LINCOLN,
a municipal corporation

(Authorized Signature)

Jim Estep, City Manager

Dated

Dated

and/or

Anna Jatczak, Assistant City Manager /
Chief Financial Officer

Dated

ATTEST:

APPROVED AS TO FORM:

Patricia Avila, City Clerk

Tim Hayes, City Attorney

Dated

Dated

FOR CENTRAL SERVICES DIVISION USE ONLY

CONTRACT NO: _____

ACCOUNT CODE: _____

ENCUMBRANCE: _____

I certify upon my own personal knowledge that budgeted funds are available for the period and the purpose of the expenditure stated above:

Anna Jatczak, Assistant City Manager / Chief Financial Officer

EXHIBIT B

TIME AND MANNER OF PAYMENT

- The cost for undertaking the task(s) addressed in the Scope of Work shall not exceed \$XXXXXXX.
- Invoices will be scheduled for payment within thirty (30) working days of receipt by the Administrative Services Department.
- All compensation shall be billed in accordance with the Scope of Work attached as Exhibit A.
- All task(s) outlined in Exhibit A shall be completed no later than XX days after the execution of this agreement.
- Account Code Number/Account Description for Scope of Work to be charged to:
#000-0000-0000-0000 -- General Fund, Administration, Professional Services

EXHIBIT C

FACILITIES, EQUIPMENT, AND OTHER MATERIALS

- Consultant shall be responsible for providing all necessary facilities, equipment and personnel to undertake the necessary task(s) outlined in Exhibit A.

EXHIBIT D

GENERAL PROVISIONS

- 1) Independent Contractor. At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of City. City shall have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Agreement; however, City shall not have the right to control the means by which consultant accomplishes services rendered pursuant to this Agreement.
- 2) Licenses; Permits; etc. Consultant represents and warrants to City that it has all licenses, permits, qualifications, and approval of whatsoever nature which are legally required for Consultant to practice its profession. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits and approvals which are legally required for Consultant to practice its profession at the time the services are performed.
- 3) Time. Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for satisfactory performance of Consultant's obligations pursuant to this Agreement. Neither party shall be considered in default of this Agreement to the extent performance is prevented or delayed by a cause, present or future, which is beyond the reasonable control of the party.
- 4) Indemnification. Consultant hereby agrees to defend, indemnify and hold harmless the City from and against any and all claims arising out of the willful or negligent acts, errors or omissions of Consultant relating to this Agreement.
- 5) Insurance.
 - (A) General Liability. During the term of this Agreement, Consultant shall maintain in full force and effect a general liability insurance policy in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.
 - (B) Automobile Liability. During the term of this Agreement, Consultant shall maintain in full force and effect a policy of automobile liability insurance in an amount not less than \$1,000,000 combined single limit per accident for bodily injury and property damage.
 - (C) Professional Liability. During the term of this Agreement, Consultant shall maintain in full force and effect professional liability insurance for protection against claims alleging negligent acts, errors or omissions which may arise from Consultant's operations under this Agreement, whether such operations be by Consultant or by its employees, subcontractors, or sub consultants. The amount of this insurance shall not be less than \$1,000,000 on a claims-made annual aggregate basis.

(D) The City, its officers, officials, employees and volunteers are to be named as additional insured on the Consultant's general liability and automobile liability insurance policies.

(E) Consultant's general liability and automobile liability insurance coverage shall be primary insurance with respect to the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be in excess of Consultant's insurance and shall not contribute with it.

(F) Cancellation. Each insurance policy required in this paragraph shall not be canceled or reduced in coverage or in limits except after thirty (30) days written notice has been received by the City. Current certification of such insurance shall be kept on file with the City Clerk at all times during the term of this Agreement.

- 6) Worker's Compensation. During the term of this Agreement, Consultant shall fully comply with the terms of the law of California concerning Worker's Compensation. Said compliance shall include, but not be limited to, maintaining in full force and effect one or more policies of insurance insuring against any liability Consultant may have for Worker's Compensation. The Worker's Compensation Policy shall contain a waiver by the insurer of all rights of subrogation against the City, its officers, agents and employees.
- 7) Consultant Not Agent. Except as City may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.
- 8) Assignment Prohibited. No party to this Agreement may assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no effect.
- 9) Personnel. Consultant shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the removal of any person or persons assigned by Consultant to perform services pursuant to this Agreement, Consultant shall remove any such person immediately upon receiving notice from City of the desire of City for the removal of such person or persons.
- 10) Standard of Performance. Consultant shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which consultant is engaged in the geographical area in which Consultant practices its profession. All products of whatsoever nature which Consultant delivers to City pursuant to this Agreement shall be prepared in a substantial first class and workmanlike manner and conform to the standards or quality normally observed by a person practicing in Consultant's profession.
- 11) City Representative. The City Manager is the representative of the City and will administer this Agreement for the City.

- 12) Termination. City shall have the right to terminate this Agreement at any time by giving notice of such termination to Consultant. In the event City shall give such notice of termination, Consultant shall immediately cease rendering services pursuant to this Agreement.

In the event the City shall terminate this Agreement:

(A) Consultant shall deliver copies of all writings prepared by it pursuant to this Agreement. The term "writings" shall be construed to mean and include: handwriting, typewriting, printing, Photostatting, photographing, computer floppy disks, and every other means of recording upon any tangible thing any form of communication or representation, including letters, words, pictures, sounds, or symbols, or combinations thereof.

(B) City shall have full ownership and control of all such writings delivered by Consultant pursuant to this Agreement.

(C) City shall pay Consultant the reasonable value of services rendered by Consultant pursuant to this Agreement; provided, however, that in no event shall any payment hereunder exceed amount of this agreement and further provided, however, City shall not in any manner be liable for lost profits which might have been made by Consultant had Consultant completed the services required by this Agreement. In this regard, Consultant shall furnish to City such financial information as in the judgment of the City Manager is necessary to determine the reasonable value of the services rendered by Consultant. In the event of a dispute as to the reasonable value of the services rendered by Consultant, the decisions of the City Manager shall be final. The foregoing is cumulative and does not affect any right or remedy which City may have in law or equity.

- 13) Non-Discrimination. Consultant shall comply with Section 122(a) of the State and Local Fiscal Assistance Act of 1972.
- 14) Ownership of Information. All professional and technical information developed under this Agreement and all work sheets, reports, and related data shall become the property of City, and Consultant agrees to deliver such documents to City on completion of the services hereunder.
- 15) Attorney's Fees. If any party to this Agreement commences legal proceedings to enforce any of its terms or for damages for its breach, the prevailing party shall be entitled to recover his reasonable attorney's fees, including those incurred on appeal, if any.
- 16) Entirety of Agreement. This Agreement contains the entire agreement of City and Consultant with respect to the subject matter hereof, and no other agreement, statement, or promise made by any party, or to any employee, officer, or agent of any party, which is not contained in this Agreement shall be binding or valid. No supplement, modification, or amendment of this Agreement shall be binding unless executed by all parties in writing.
- 17) Counterparts. The partners may execute this Agreement in two or more counterparts, which shall, in the aggregate, be signed by all the parties; each counterpart shall be deemed an original instrument as against any party who has signed it.

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- 18) Governing Law. This Agreement is executed and intended to be performed in the State of California, and the laws of that State shall govern its interpretation and effect.
- 19) Successors. This Agreement shall be binding on and inure to the benefit of the respective successors and assigns of the parties, except to the extent of any contrary provision in this Agreement.
- 20) Severability. If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the Agreement shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

CITY OF LINCOLN

PEST EXTERMINATION SERVICES LOCATIONS

Pest Extermination Services Location List

Name	Address	Square ft	Map #
Public Safety	2009 P. Highway Blvd	72,007.00	1
City Hall	600 Sixth Street	60,000.00	2
Competition Yard	2109 P. Highway Blvd	59,136.00	3
Yvonne Bridges Library	485 Twelve Bridges Drive	42,000.00	4
Community Center	2010 First Street	19,985.00	5
Fire Station #24	1201 10th Street	13,780.00	6
Fire Station #23	17 N. 10th Street	12,285.00	7
Police Headquarters	640 Fifth Street	8,500.00	8
William Pavillon	65 Malcolm Drive	8,851.00	9
Police Substation	770 Seventh Street	7,588.00	10
Civic Center	470 E. Street	6,530.00	11
Fire Station #22	2520 East 10th Street	5,463.00	12
Cannery Library	3801 Fifth Street	2,205.00	13
City Airport	1463 P. Highway Blvd	1,729.00	14
Moore Road Well	2650 Moore Road	690.00	15
Volcan Well	Moore Road @ Volcan Lane	400.00	16
Well #2	Next to Highway 3300 Highway	700.00	17
Water Tank #1	Hidden Hills	143.00	18
Water Tank #2	Next to 3812 Vets. Dr. Lincoln @ 1st Street	143.00	19
Fiddymatt Well	Fiddymatt Road	513.00	20
Washwood Well	Farrat Ranch Rd. @ Lincoln Crossing	300.00	21
12 Bridges Shoulder Pump Sta	12 Bridges & Stonecrop	300.00	22

NO
SCALE

