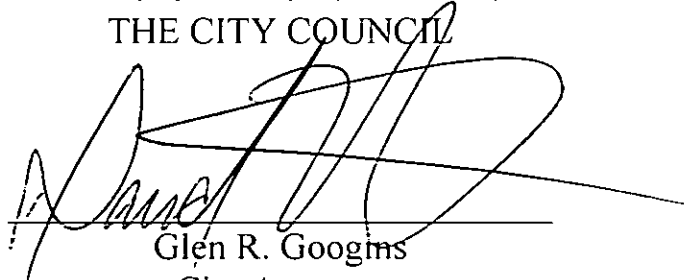


THE ATTACHED AGREEMENT HAS BEEN REVIEWED  
AND APPROVED AS TO FORM BY THE CITY  
ATTORNEY'S OFFICE AND WILL BE  
FORMALLY SIGNED UPON APPROVAL BY  
THE CITY COUNCIL



Glen R. Googins  
City Attorney

Dated: 6/28/16

AGREEMENT  
BETWEEN  
THE CITY OF CHULA VISTA AND  
GOLDEN BELL PRODUCTS, INC.  
TO PROVIDE SEWER COLLECTION SYSTEMS  
VERMIN ERADICATION SERVICES  
FOR FISCAL YEARS 2017-21

**CITY OF CHULA VISTA  
CONSULTANT SERVICES AGREEMENT WITH  
GOLDEN BELL PRODUCTS, INC. TO PROVIDE SEWER COLLECTION SYSTEMS  
VERMIN ERADICATION SERVICES FOR FISCAL YEARS 2017-21**

This Agreement is entered into effective as of \_\_\_\_\_ by and between the City of Chula Vista, a chartered municipal corporation ("City") and Golden Bell Products, Inc. with reference to the following facts:

**Recitals**

WHEREAS, over the course of time, the City sewer manholes in certain areas of the City have been infested with roaches and have been multiplying due to the moist environment in the sewer collection system; and

WHEREAS, Insecta is known as an innovative method to control roaches, it is a developed patented method of locking chemicals into a non-evaporating latex coating that would last several times longer than conventional spray applications giving the product the unique ability to kill roaches for two years; and

WHEREAS, on September 13, 2011, in accordance with Resolution 2011-178, the City Council awarded a contract to Golden Bell Products, Inc. (Golden Bell) for applying Insecta products in the sewer collection systems to control the spread of roaches for Fiscal Years (FY) 2012-16 and during that timeframe, Insecta products have been successful in controlling the spread of roaches; and

WHEREAS, on May 16, 2016, after advertising a new RFP and screening proposals, staff decided to recommend that the City enter into an agreement with Golden Bell to provide vermin eradication services for FY 2017-21; and

WHEREAS, controlling the spread of roaches will reduce the health threat to both maintenance crews and the general public and it is a safe and efficient way to save money, time and manpower keeping sewer manholes free of roaches.

WHEREAS, Golden Bell warrants and represents that it is experienced and staffed in a manner such that it can deliver the services required of Contractor to City in accordance with the time frames and the terms and conditions of this Agreement.

**[End of Recitals. Next Page Starts Obligatory Provisions.]**

## OBLIGATORY PROVISIONS

NOW, THEREFORE, in consideration of the above recitals, the covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which the Parties hereby acknowledge, City and Contractor hereby agree as follows:

### 1. SERVICES

1.1 Required Services. Consultant agrees to perform the services, and deliver to City the "Deliverables" (if any) described in the attached Exhibit A, incorporated into the Agreement by this reference, within the time frames set forth therein, time being of the essence for this Agreement. The services and/or Deliverables described in Exhibit A shall be referred to herein as the "Required Services."

1.2 Reductions in Scope of Work. City may independently, or upon request from Consultant, from time to time, reduce the Required Services to be performed by the Consultant under this Agreement. Upon doing so, City and Consultant agree to meet and confer in good faith for the purpose of negotiating a corresponding reduction in the compensation associated with the reduction.

1.3 Additional Services. Subject to compliance with the City's Charter, codes, policies, procedures and ordinances governing procurement and purchasing authority, City may request Consultant provide additional services related to the Required Services ("Additional Services"). If so, City and Consultant agree to meet and confer in good faith for the purpose of negotiating an amendment to Exhibit A, to add the Additional Services. Unless otherwise agreed, compensation for the Additional Services shall be charged and paid consistent with the rates and terms already provided therein. Once added to Exhibit A, "Additional Services" shall also become "Required Services" for purposes of this Agreement.

1.4 Standard of Care. Consultant expressly warrants and agrees that any and all Required Services hereunder shall be performed in accordance with the highest standard of care exercised by members of the profession currently practicing under similar conditions and in similar locations.

1.5 No Waiver of Standard of Care. Where approval by City is required, it is understood to be conceptual approval only and does not relieve the Consultant of responsibility for complying with all laws, codes, industry standards, and liability for damages caused by negligent acts, errors, omissions, noncompliance with industry standards, or the willful misconduct of the Consultant or its subcontractors.

1.6 Security for Performance. In the event that Exhibit A Section 4 indicates the need for Consultant to provide additional security for performance of its duties under this Agreement, Consultant shall provide such additional security prior to commencement of its Required Services in the form and on the terms prescribed on Exhibit A, or as otherwise prescribed by the City Attorney.

1.7 Compliance with Laws. In its performance of the Required Services, Consultant shall comply with any and all applicable federal, state and local laws, including the Chula Vista Municipal Code.

1.8 Business License. Prior to commencement of work, Consultant shall obtain a business license from City.

1.9 Subcontractors. Prior to commencement of any work, Consultant shall submit for City's information and approval a list of any and all subcontractors to be used by Consultant in the performance of the Required Services. Consultant agrees to take appropriate measures necessary to ensure that all subcontractors and personnel utilized by the Consultant to complete its obligations under this Agreement comply with all applicable laws, regulations, ordinances, and policies, whether federal, state, or local. In addition, if any subcontractor is expected to fulfill any responsibilities of the Consultant under this Agreement, Consultant shall ensure that each and every subcontractor carries out the Consultant's responsibilities as set forth in this Agreement.

1.10 Term. This Agreement shall commence on the earlier to occur of the Effective Date or Consultant's commencement of the Required Services hereunder, and shall terminate when the Parties have complied with all their obligations hereunder; provided, however, provisions which expressly survive termination shall remain in effect.

- a. Options to Extend. There shall be four 1-year options to extend the term of the Agreement. The options are exercisable by written, mutual agreement of both parties.

## 2. COMPENSATION

2.1 General. For satisfactory performance of the Required Services, City agrees to compensate Consultant in the amount(s) and on the terms set forth in Exhibit A, Section 3. Standard terms for billing and payment are set forth in this Section 2.

2.2 Detailed Invoicing. Consultant agrees to provide City with a detailed invoice for services performed each month, within thirty (30) days of the end of the month in which the services were performed, unless otherwise specified in Exhibit A. Invoicing shall begin on the first of the month following the Effective Date of the Agreement. All charges must be presented in a line item format with each task separately explained in reasonable detail. Each invoice shall include the current monthly amount being billed, the amount invoiced to date, and the remaining amount available under any approved budget. Consultant must obtain prior written authorization from City for any fees or expenses that exceed the estimated budget.

2.3 Payment to Consultant. Upon receipt of a properly prepared invoice and confirmation that the Required Services detailed in the invoice have been satisfactorily performed, City shall pay Consultant for the invoice amount within thirty (30) days. Payment shall be made in accordance with the terms and conditions set forth in Exhibit A and section

2.4, below. At City's discretion, invoices not timely submitted may be subject to a penalty of up to five percent (5%) of the amount invoiced.

2.4 Retention Policy. City shall retain ten percent (10%) of the amount due for Required Services detailed on each invoice (the "holdback amount"). Upon City review and determination of Project Completion, the holdback amount will be issued to Consultant.

2.5 Reimbursement of Costs. City may reimburse Consultant's out-of-pocket costs incurred by Consultant in the performance of the Required Services if negotiated in advance and included in Exhibit A. Unless specifically provided in Exhibit A, Consultant shall be responsible for any and all out-of-pocket costs incurred by Consultant in the performance of the Required Services.

2.6 Exclusions. City shall not be responsible for payment to Consultant for any fees or costs in excess of any agreed upon budget, rate or other maximum amount(s) provided for in Exhibit A. City shall also not be responsible for any cost: (a) incurred prior to the Effective Date; or (b) arising out of or related to the errors, omissions, negligence or acts of willful misconduct of Consultant, its agents, employees, or subcontractors.

2.7 Payment Not Final Approval. Consultant understands and agrees that payment to the Consultant or reimbursement for any Consultant costs related to the performance of Required Services does not constitute a City final decision regarding whether such payment or cost reimbursement is allowable and eligible for payment under this Agreement, nor does it constitute a waiver of any violation by Consultant of the terms of this Agreement. If City determines that Consultant is not entitled to receive any amount of compensation already paid, City will notify Consultant in writing and Consultant shall promptly return such amount.

### 3. INSURANCE

3.1 Required Insurance. Consultant must procure and maintain, during the period of performance of Required Services under this Agreement, and for twelve months after completion of Required Services, the policies of insurance described on the attached Exhibit B, incorporated into the Agreement by this reference (the "Required Insurance"). The Required Insurance shall also comply with all other terms of this Section.

3.2 Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions relating to the Required Insurance must be disclosed to and approved by City in advance of the commencement of work.

3.3 Standards for Insurers. Required Insurance must be placed with licensed insurers admitted to transact business in the State of California with a current A.M. Best's rating of A V or better, or, if insurance is placed with a surplus lines insurer, insurer must be listed on the State of California List of Eligible Surplus Lines Insurers (LESLI) with a current A.M. Best's rating of no less than A X. For Workers' Compensation Insurance, insurance issued by the State Compensation Fund is also acceptable.

3.4 Subcontractors. Consultant must include all sub-consultants/sub-contractors as insureds under its policies and/or furnish separate certificates and endorsements demonstrating separate coverage for those not under its policies. Any separate coverage for sub-consultants must also comply with the terms of this Agreement.

3.5 Additional Insureds. City, its officers, officials, employees, agents, and volunteers must be named as additional insureds with respect to any policy of general liability, automobile, or pollution insurance specified as required in Exhibit B or as may otherwise be specified by City's Risk Manager.. The general liability additional insured coverage must be provided in the form of an endorsement to the Consultant's insurance using ISO CG 2010 (11/85) or its equivalent; such endorsement must not exclude Products/Completed Operations coverage.

3.6 General Liability Coverage to be "Primary." Consultant's general liability coverage must be primary insurance as it pertains to the City, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers is wholly separate from the insurance provided by Consultant and in no way relieves Consultant from its responsibility to provide insurance.

3.7 No Cancellation. No Required Insurance policy may be canceled by either Party during the required insured period under this Agreement, except after thirty days' prior written notice to the City by certified mail, return receipt requested. Prior to the effective date of any such cancellation Consultant must procure and put into effect equivalent coverage(s).

3.8 Waiver of Subrogation. Consultant's insurer(s) will provide a Waiver of Subrogation in favor of the City for each Required Insurance policy under this Agreement. In addition, Consultant waives any right it may have or may obtain to subrogation for a claim against City.

3.9 Verification of Coverage. Prior to commencement of any work, Consultant shall furnish City with original certificates of insurance and any amendatory endorsements necessary to demonstrate to City that Consultant has obtained the Required Insurance in compliance with the terms of this Agreement. The words "will endeavor" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents, or representatives" or any similar language must be deleted from all certificates. The required certificates and endorsements should otherwise be on industry standard forms. The City reserves the right to require, at any time, complete, certified copies of all required insurance policies, including endorsements evidencing the coverage required by these specifications.

3.10 Claims Made Policy Requirements. If General Liability, Pollution and/or Asbestos Pollution Liability and/or Errors & Omissions coverage are required and are provided on a claims-made form, the following requirements also apply:

a. The "Retro Date" must be shown, and must be before the date of this Agreement or the beginning of the work required by this Agreement.

b. Insurance must be maintained, and evidence of insurance must be provided, for at least five (5) years after completion of the work required by this Agreement.

c. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a "Retro Date" prior to the effective date of this Agreement, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of the work required by this Agreement.

d. A copy of the claims reporting requirements must be submitted to the City for review.

3.11 Not a Limitation of Other Obligations. Insurance provisions under this section shall not be construed to limit the Consultant's obligations under this Agreement, including Indemnity.

3.12 Additional Coverage. To the extent that insurance coverage provided by Consultant maintains higher limits than the minimums appearing in Exhibit B, City requires and shall be entitled to coverage for higher limits maintained.

#### 4. INDEMNIFICATION

4.1. General. To the maximum extent allowed by law, Consultant shall protect, defend, indemnify and hold harmless City, its elected and appointed officers, agents, employees and volunteers (collectively, "Indemnified Parties"), from and against any and all claims, demands, causes of action, costs, expenses, (including reasonable attorneys' fees and court costs), liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged acts, omissions, negligence, or willful misconduct of Consultant, its officials, officers, employees, agents, and contractors, arising out of or in connection with the performance of the Required Services, the results of such performance, or this Agreement. This indemnity provision does not include any claims, damages, liability, costs and expenses arising from the sole negligence or willful misconduct of the Indemnified Parties. Also covered is liability arising from, connected with, caused by or claimed to be caused by the active or passive negligent acts or omissions of the Indemnified Parties which may be in combination with the active or passive negligent acts or omissions of the Consultant, its employees, agents or officers, or any third party.

4.2. Modified Indemnity Where Agreement Involves Design Professional Services. Notwithstanding the forgoing, if the services provided under this Agreement are design professional services, as defined by California Civil Code section 2782.8, as may be amended from time to time, the defense and indemnity obligation under Section 1, above, shall be limited to the extent required by California Civil Code section 2782.8.

4.3 Costs of Defense and Award. Included in Consultant's obligations under this Section 4 is Consultant's obligation to defend, at Consultant's own cost, expense and risk, any and all suits, actions or other legal proceedings that may be brought or instituted against one or more of the Indemnified Parties. Subject to the limitations in this Section 4, Consultant shall pay and satisfy any judgment, award or decree that may be rendered against one or more of the Indemnified Parties for any and all related legal expenses and costs incurred by any of them.

4.4. Consultant's Obligations Not Limited or Modified. Consultant's obligations under this Section 4 shall not be limited to insurance proceeds, if any, received by the Indemnified Parties, or by any prior or subsequent declaration by the Consultant. Furthermore, Consultant's obligations under this Section 4 shall in no way limit, modify or excuse any of Consultant's other obligations or duties under this Agreement.

4.5. Enforcement Costs. Consultant agrees to pay any and all costs City incurs in enforcing Consultant's obligations under this Section 4.

4.6 Survival. Consultant's obligations under this Section 4 shall survive the termination of this Agreement.

## **5. FINANCIAL INTERESTS OF CONSULTANT.**

5.1 Form 700 Filing. The California Political Reform Act and the Chula Vista Conflict of Interest Code require certain government officials and consultants performing work for government agencies to publicly disclose certain of their personal assets and income using a Statement of Economic Interests form (Form 700). In order to assure compliance with these requirements, Consultant shall comply with the disclosure requirements identified in the attached Exhibit C, incorporated into the Agreement by this reference.

5.2 Disclosures: Prohibited Interests. Independent of whether Consultant is required to file a Form 700, Consultant warrants and represents that it has disclosed to City any economic interests held by Consultant, or its employees or subcontractors who will be performing the Required Services, in any real property or project which is the subject of this Agreement. Consultant warrants and represents that it has not employed or retained any company or person, other than a bona fide employee or approved subcontractor working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants and represents that it has not paid or agreed to pay any company or person, other than a bona fide employee or approved subcontractor working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further warrants and represents that no officer or employee of City, has any interest, whether contractual, non-contractual, financial or otherwise, in this transaction, the proceeds hereof, or in the business of Consultant or Consultant's subcontractors. Consultant further agrees to notify City in the event any such interest is discovered whether or not such interest is prohibited by law or this Agreement. For breach or violation of any of these warranties, City shall have the right to rescind this Agreement without liability.



## 6. REMEDIES

6.1 Termination for Cause. If for any reason whatsoever Consultant shall fail to perform the Required Services under this Agreement, in a proper or timely manner, or if Consultant shall violate any of the other covenants, agreements or conditions of this Agreement (each a "Default"), in addition to any and all other rights and remedies City may have under this Agreement, at law or in equity, City shall have the right to terminate this Agreement by giving five (5) days written notice to Consultant. Such notice shall identify the Default and the Agreement termination date. If Consultant notifies City of its intent to cure such Default prior to City's specified termination date, and City agrees that the specified Default is capable of being cured, City may grant Consultant up to ten (10) additional days after the designated termination date to effectuate such cure. In the event of a termination under this Section 6.1, Consultant shall immediately provide City any and all "Work Product" (defined in Section 7 below) prepared by Consultant as part of the Required Services. Such Work Product shall be City's sole and exclusive property as provided in Section 7 hereof. Consultant may be entitled to compensation for work satisfactorily performed prior to Consultant's receipt of the Default notice; provided, however, in no event shall such compensation exceed the amount that would have been payable under this Agreement for such work, and any such compensation shall be reduced by any costs incurred or projected to be incurred by City as a result of the Default.

6.2 Termination or Suspension for Convenience of City. City may suspend or terminate this Agreement, or any portion of the Required Services, at any time and for any reason, with or without cause, by giving specific written notice to Consultant of such termination or suspension at least fifteen (15) days prior to the effective date thereof. Upon receipt of such notice, Consultant shall immediately cease all work under the Agreement and promptly deliver all "Work Product" (defined in Section 7 below) to City. Such Work Product shall be City's sole and exclusive property as provided in Section 7 hereof. Consultant shall be entitled to receive just and equitable compensation for this Work Product in an amount equal to the amount due and payable under this Agreement for work satisfactorily performed as of the date of the termination/suspension notice plus any additional remaining Required Services requested or approved by City in advance that would maximize City's value under the Agreement.

6.3 Waiver of Claims. In the event City terminates the Agreement in accordance with the terms of this Section, Consultant hereby expressly waives any and all claims for damages or compensation as a result of such termination except as expressly provided in this Section 6.

6.4 Administrative Claims Requirements and Procedures. No suit or arbitration shall be brought arising out of this Agreement against City unless a claim has first been presented in writing and filed with City and acted upon by City in accordance with the procedures set forth in Chapter 1.34 of the Chula Vista Municipal Code, as same may be amended, the provisions of which, including such policies and procedures used by City in the implementation of same, are incorporated herein by this reference. Upon request by City,

Consultant shall meet and confer in good faith with City for the purpose of resolving any dispute over the terms of this Agreement.

6.5 Governing Law/Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California. Any action arising under or relating to this Agreement shall be brought only in San Diego County, State of California.

6.6 Service of Process. Consultant agrees that it is subject to personal jurisdiction in California. If Consultant is a foreign corporation, limited liability company, or partnership that is not registered with the California Secretary of State, Consultant irrevocably consents to service of process on Consultant by first class mail directed to the individual and address listed under "For Legal Notice," in section 1.B. of Exhibit A to this Agreement, and that such service shall be effective five days after mailing.

## 7. OWNERSHIP AND USE OF WORK PRODUCT

All reports, studies, information, data, statistics, forms, designs, plans, procedures, systems and any other materials or properties produced in whole or in part under this Agreement in connection with the performance of the Required Services (collectively "Work Product") shall be the sole and exclusive property of City. No such Work Product shall be subject to private use, copyrights or patent rights by Consultant in the United States or in any other country without the express, prior written consent of City. City shall have unrestricted authority to publish, disclose, distribute, and otherwise use, copyright or patent, in whole or in part, any such Work Product, without requiring any permission of Consultant, except as may be limited by the provisions of the Public Records Act or expressly prohibited by other applicable laws. With respect to computer files containing data generated as Work Product, Consultant shall make available to City, upon reasonable written request by City, the necessary functional computer software and hardware for purposes of accessing, compiling, transferring and printing computer files.

## 8. GENERAL PROVISIONS

8.1 Amendment. This Agreement may be amended, but only in writing signed by both Parties.

8.2 Assignment. City would not have entered into this Agreement but for Consultant's unique qualifications and traits. Consultant shall not assign any of its rights or responsibilities under this Agreement, nor any part hereof, without City's prior written consent, which City may grant, condition or deny in its sole discretion.

8.3 Authority. The person(s) executing this Agreement for Consultant warrants and represents that they have the authority to execute same on behalf of Consultant and to bind Consultant to its obligations hereunder without any further action or direction from Consultant or any board, principle or officer thereof.

8.4 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one Agreement after each Party has signed such a counterpart.

8.5 Entire Agreement. This Agreement together with all exhibits attached hereto and other agreements expressly referred to herein, constitutes the entire Agreement between the Parties with respect to the subject matter contained herein. All exhibits referenced herein shall be attached hereto and are incorporated herein by reference. All prior or contemporaneous agreements, understandings, representations, warranties and statements, oral or written, are superseded.

8.6 Record Retention. During the course of the Agreement and for three (3) years following completion of the Required Services, Consultant agrees to maintain, intact and readily accessible, all data, documents, reports, records, contracts, and supporting materials relating to the performance of the Agreement, including accounting for costs and expenses charged to City, including such records in the possession of sub-contractors/sub-consultants.

8.7 Further Assurances. The Parties agree to perform such further acts and to execute and deliver such additional documents and instruments as may be reasonably required in order to carry out the provisions of this Agreement and the intentions of the Parties.

8.8 Independent Contractor. Consultant is and shall at all times remain as to City a wholly independent contractor. Neither City nor any of its officers, employees, agents or volunteers shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents ("Consultant Related Individuals"), except as set forth in this Agreement. No Consultant Related Individuals shall be deemed employees of City, and none of them shall be entitled to any benefits to which City employees are entitled, including but not limited to, overtime, retirement benefits, worker's compensation benefits, injury leave or other leave benefits. Furthermore, City will not withhold state or federal income tax, social security tax or any other payroll tax with respect to any Consultant Related Individuals; instead, Consultant shall be solely responsible for the payment of same and shall hold the City harmless with respect to same. Consultant shall not at any time or in any manner represent that it or any of its Consultant Related Individuals are employees or agents of City. Consultant shall not incur or have the power to incur any debt, obligation or liability whatsoever against City, or bind City in any manner.

8.9 Notices. All notices, demands or requests provided for or permitted to be given pursuant to this Agreement must be in writing. All notices, demands and requests to be sent to any Party shall be deemed to have been properly given or served if personally served or deposited in the United States mail, addressed to such Party, postage prepaid, registered or certified, with return receipt requested, at the addresses identified in this Agreement at the places of business for each of the designated Parties as indicated in Exhibit A, or otherwise provided in writing.

**(End of page. Next page is signature page.)**

**SIGNATURE PAGE  
TO  
CONSULTANT SERVICES AGREEMENT  
WITH GOLDEN BELL PRODUCTS, INC. TO PROVIDE  
SEWER COLLECTION SYSTEMS VERMIN ERADICATION SERVICES FOR FISCAL  
YEARS 2017-21**

IN WITNESS WHEREOF, by executing this Agreement where indicated below, City and Consultant agree that they have read and understood all terms and conditions of the Agreement, that they fully agree and consent to bound by same, and that they are freely entering into this Agreement as of the Effective Date.

Golden Bell PRODUCTS, INC.

City of Chula Vista

BY:   
Murrill G. Adams

By \_\_\_\_\_  
Mary Casillas Salas, Mayor

Attest:

BY: \_\_\_\_\_  
Donna Norris, City Clerk

Approved as to form:

BY: \_\_\_\_\_  
Glen R. Googins,  
City Attorney

**EXHIBIT A**

**TO  
CITY OF CHULA VISTA  
CONSULTANT SERVICES AGREEMENT WITH  
GOLDEN BELL PRODUCTS, INC. TO PROVIDE SEWER COLLECTION SYSTEMS  
VERMIN ERADICATION SERVICES FOR FISCAL YEARS 2017-21**

1. Effective Date of Agreement: \_\_\_\_\_

2. City-Related Entity:

City of Chula Vista, a municipal chartered corporation of the State of California

Redevelopment Agency of the City of Chula Vista, a political subdivision of the State of California

Industrial Development Authority of the City of Chula Vista, a  
\_\_\_\_\_

Other: \_\_\_\_\_, a [insert business form]

("City")

3. Place of Business for City:

City of Chula Vista  
276 Fourth Avenue  
Chula Vista, CA 91910

4. Contractor:

Golden Bell Products, Inc.

5. Business Form of Contractor:

Sole Proprietorship

Partnership

Corporation

6. Place of Business, Telephone and Fax Number of Contractor:

1200 N. Jefferson St. "M",  
Anaheim, CA 92807  
Telephone: 714-630-3861  
Fax: 714- 630-4807

Website Address: [www.goldenbellproducts.com](http://www.goldenbellproducts.com)

7. General Duties:

**Scope of Required Services**

Golden Bell shall apply Insecta insecticide to the City sewer manholes to control roaches infestations. Golden Bell shall assume sole and complete responsibility for job site conditions during the course of applying the insecticide, including safety of all persons and property.

8. Scope of Work and Schedule:

A. Detailed Scope of Work:

**Task.1 Applying Insecticide Coating**

The contractor shall apply Insecta 45600-1 coating to the City sewer manholes for controlling roaches infestation. The contractor shall prepare and apply the coating materials in accordance to the manufacturer's specifications and recommended label rates.

Golden Bell shall guarantee the application for two (2) full years from the date of treatment. If more than fifty (50) living roaches are found in a manhole during the warranty period, Golden Bell shall then retreat these manholes at no additional cost to the City. Golden Bell shall retreat these manholes within fourteen (14) calendar days after being notified by the City. All retreatment work shall be repeated as needed to honor the two year warranty period.

The Contractor shall provide copies of all applicable licenses and permits for applying the insecticide materials as required by the State and the City.

**Task 2 Field Supervision and Traffic Control**

Golden Bell shall provide proper supervision at the job site during all phases of work and shall be responsible for coordinating the work to be done including traffic control. Work could take place in alley's, yards, parking lots, drainage channels, and major busy streets. If any of the manholes to be treated require assistance with traffic control beyond the capability of Golden Bell, Golden Bell shall conduct the traffic control. The traffic control contractor and the locations where additional traffic control will be required shall be approved by the City Engineer.

The Contractor shall follow industry standard and safety protocols and shall protect the public and its interest, and shall conduct his work without causing any damages to surrounding area.

**Task 3. Marking Manhole Covers of all Treated Manholes**

Golden Bell and the City shall mutually select ideal zones (i.e. sections or areas of the City which are most affected by vermin infestation) as to maximize the effectiveness of Insecta treatment. The contractor shall mark each manhole cover with permanent, weatherproof, and distinctive color markers to be approved by the City, identifying the date of all manholes that were treated. This will help staff in tracking the warranty on the insecticide.

**Task 4. Mapping and Billing**

The City will provide the contractor with maps outlining and listing the manholes to be treated. When submitting invoices, and at the request of the City Engineer, Golden Bell shall mark these maps and shall submit log sheets listing identification number of the treated manhole, name of insecticide material, amount of application, size of manhole, assessment of the manhole and its cover, type of manhole wall (concrete or brick), date of treatment, and names of personnel who did the work. This will serve as the record of application for the two years warranty.

B. Date for Commencement of Contractor Services:

( ) Same as Effective Date of Agreement

(X) Other: Upon issuance of Notice to Proceed

C. Dates or Time Limits for Delivery of Deliverables:

Deliverable No. 1: Marked Maps with the treated Manholes to be submitted on weekly basis.

Deliverable No. 2: Log sheets listing identification number with assessment report of the treated manholes as described in Section 8, Task 4.

D. Date for completion of all Contractor services: 60 days from issuance date of Notice to Proceed

9. Materials Required to be Supplied by City to Contractor:

The City will provide the contractor with maps outlining and listing the manholes to be treated.

10. Compensation:

A. ( ) Single Fixed Fee Arrangement.

For performance of all of the Defined Services by Contractor as herein required, City shall pay a single fixed fee in the amounts and at the times or milestones or for the Deliverables set forth below:

Single Fixed Fee Amount: \_\_\_\_\_ payable as follows:

Milestone or Event or Deliverable

Amount or Percent of Fixed Fee

( ) 1. Interim Monthly Advances. The City shall make interim monthly advances against the compensation due for each phase on a percentage of completion basis for each given phase such that, at the end of each phase only the compensation for that

phase has been paid. Any payments made hereunder shall be considered as interest free loans that must be returned to the City if the Phase is not satisfactorily completed. If the Phase is satisfactorily completed, the City shall receive credit against the compensation due for that phase. The retention amount or percentage set forth in Paragraph 19 is to be applied to each interim payment such that, at the end of the phase, the full retention has been held back from the compensation due for that phase. Percentage of completion of a phase shall be assessed in the sole and unfettered discretion by the Contracts Administrator designated herein by the City, or such other person as the City Manager shall designate, but only upon such proof demanded by the City that has been provided, but in no event shall such interim advance payment be made unless the Contractor shall have represented in writing that said percentage of completion of the phase has been performed by the Contractor. The practice of making interim monthly advances shall not convert this agreement to a time and materials basis of payment.

B. (X) Not To Exceed Arrangement.

This contract is for an amount not to exceed \$50,000 for fiscal year 2017 including cost for outside services.

(X) 1. Based on Unit Costs:

The total compensation due Contractor for FY 2017 work, which in no event shall exceed the Not To Exceed amount identified above, shall be based on a unit cost of \$21.50 per manhole, defined in Section 8-A (or \$23.00 per manhole treated if less than 1000 units). In the event that the term of this Agreement is extended pursuant to Section 1.10(a), above, the unit costs (\$/manhole treated) for subsequent years shall be those identified in the schedule below:

| Fiscal Year | Cost per Manhole for Treating more than 1000 Manholes | Cost per Manhole for Treating less than 1000 Manholes |
|-------------|---|---|
| 2017        | \$21.50   | \$23.00   |
| 2018        | \$21.93   | \$23.46   |
| 2019        | \$22.36   | \$23.92   |
| 2020        | \$22.80   | \$24.40   |
| 2021        | \$23.25   | \$24.88   |



| <u>Phase</u> | <u>Fee for Said Phase</u> |
|--------------|---------------------------|
| 1.           | \$ _____                  |
| 2.           | \$ _____                  |
| 3.           | \$ _____                  |

( ) 1. Interim Monthly Advances. The City shall make interim monthly advances against the compensation due for each phase on a percentage of completion basis for each given phase such that, at the end of each phase only the compensation for that phase has been paid. Any payments made hereunder shall be considered as interest free loans that must be returned to the City if the Phase is not satisfactorily completed. If the Phase is satisfactorily completed, the City shall receive credit against the compensation due for that phase. The retention amount or percentage set forth in Paragraph 19 is to be applied to each interim payment such that, at the end of the phase, the full retention has been held back from the compensation due for that phase. Percentage of completion of a phase shall be assessed in the sole and unfettered discretion by the Contracts Administrator designated herein by the City, or such other person as the City Manager shall designate, but only upon such proof demanded by the City that has been provided, but in no event shall such interim advance payment be made unless the Contractor shall have represented in writing that said percentage of completion of the phase has been performed by the Contractor. The practice of making interim monthly advances shall not convert this agreement to a time and materials basis of payment.

C. ( ) Hourly Rate Arrangement

For performance of the Defined Services by Contractor as herein required, City shall pay Contractor for the productive hours of time spent by Contractor in the performance of said Services, at the rates or amounts set forth in the Rate Schedule herein below according to the following terms and conditions:

(1) ( ) Not-to-Exceed Limitation on Time and Materials Arrangement

Notwithstanding the expenditure by Contractor of time and materials in excess of said Maximum Compensation amount, Contractor agrees that Contractor will perform all of the Defined Services herein required of Contractor for \$ \_\_\_\_\_, including all Materials, and other "reimbursables" ("Maximum Compensation").

(2) ( ) Limitation without Further Authorization on Time and Materials Arrangement

At such time as Contractor shall have incurred time and materials equal to \$ \_\_\_\_\_ ("Authorization Limit"), Contractor shall not be entitled to any additional compensation without further authorization issued in writing and approved by the City. Nothing herein shall preclude Contractor from providing additional Services at Contractor's own cost and expense. See Exhibit B for wage rates.

( ) Hourly rates may increase by 6% for services rendered after [month], 20\_\_\_, if delay in providing services is caused by City.

11. Materials Reimbursement Arrangement

For the cost of out of pocket expenses incurred by Contractor in the performance of services herein required, City shall pay Contractor at the rates or amounts set forth below:

( ) None, the compensation includes all costs.

|   | Cost or Rate      |
|---|-------------------|
| ( ) Reports, not to exceed \$ _____ :       | \$ _____          |
| ( ) Copies, not to exceed \$ _____ :        | \$ _____          |
| ( ) Travel, not to exceed \$ _____ :        | \$ _____          |
| ( ) Printing, not to exceed \$ _____ :      | \$ _____          |
| ( ) Postage, not to exceed \$ _____ :       | \$ _____          |
| ( ) Delivery, not to exceed \$ _____ :      | \$ _____          |
| (X) Outside Services (Traffic Control):     | \$ <u>At Cost</u> |
| ( ) Other Actual Identifiable Direct Costs: | \$ _____          |
| _____ , not to exceed \$ _____ :            | \$ _____          |
| _____ , not to exceed \$ _____ :            | \$ _____          |

12. Contract Administrators:

City: Dave McRoberts, Public Works Supervisor  
1800 Maxwell Road  
Chula Vista, CA 91911.  
Telephone No.: (619) 397-6009  
Email: dmcroberts@ci.chula-vista.ca.us

Contractor: Murrill Adams, Owner  
Golden Bell Product, Inc.  
1200 N. Jefferson St. "M"  
Anaheim, CA 92807  
Telephone: 714-630-3861  
Fax: 714- 630-4807  
Email: info@goldenbellproducts.com  
Website Address: www.goldenbellproducts.com

13. Liquidated Damages Rate:

( ) \$ \_\_\_\_\_ per day.  
(X) Other: None

14. Statement of Economic Interests, Contractor Reporting Categories, per Conflict of Interest Code (Chula Vista Municipal Code chapter 2.02):

Not Applicable. Not an FPPC Filer.

FPPC Filer

Category No. 1. Investments, sources of income and business interests.

Category No. 2. Interests in real property.

Category No. 3. Investments, business positions, interests in real property, and sources of income subject to the regulatory, permit or licensing authority of the department administering this Agreement.

Category No. 4. Investments and business positions in business entities and sources of income that engage in land development, construction or the acquisition or sale of real property.

Category No. 5. Investments and business positions in business entities and sources of income that, within the past two years, have contracted with the City of Chula Vista or the City's Redevelopment Agency to provide services, supplies, materials, machinery or equipment.

Category No. 6. Investments and business positions in business entities and sources of income that, within the past two years, have contracted with the department administering this Agreement to provide services, supplies, materials, machinery or equipment.

List "Contractor Associates" interests in real property within 2 radial miles of Project Property, if any:

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15.  Contractor is Real Estate Broker and/or Salesman

16. Permitted SubContractors:

17. Bill Processing:

A. Contractor's Billing to be submitted for the following period of time:

- Monthly
- Quarterly
- Other: \_\_\_\_\_

B. Day of the Period for submission of Contractor's Billing:

- First of the Month
- 15th Day of each Month
- End of the Month
- Other: \_\_\_\_\_

C. City's Account Number: SW-262

18. Security for Performance

- Performance Bond, \$ \_\_\_\_\_
- Letter of Credit, \$ \_\_\_\_\_
- Other Security:  
Type: \_\_\_\_\_  
Amount: \$ \_\_\_\_\_

Retention. If this space is checked, then notwithstanding other provisions to the contrary requiring the payment of compensation to the Contractor sooner, the City shall be entitled to retain, at their option, either the following "Retention Percentage" or "Retention Amount" until the City determines that the Retention Release Event, listed below, has occurred:

- Retention Percentage: \_\_\_\_\_ %
- Retention Amount: \$ \_\_\_\_\_

Retention Release Event:

- Completion of All Contractor Services
- Other: \_\_\_\_\_