

*Agreement*

THIS AGREEMENT, made and entered into this 14 day of May , 2024, by and between the Azusa Unified School District (hereinafter called the District) and California Pest Management (hereinafter called the Contractor).

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

**Governing Law and Venue:** This Agreement has been negotiated and executed in the state of California and shall be governed by and construed under the laws of the state of California. Contractor agrees to comply with all federal, state, and local laws, rules, regulations, and ordinances that are now or may in the future become applicable to Contractor, Contractor's business, equipment, and personnel engaged in operations covered by this Agreement or occurring out of the performance of such operations.

**Entire Agreement:** The Agreement, including all sections of bid documents which are attached hereto and incorporated herein by this reference, when accepted by the Contractor either in writing or by the shipment of any article or other commencement of performance hereunder, contains the entire Agreement between the parties with respect to the matters herein, and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid unless authorized by the District in writing.

**Pricing:**

twice a month, 14 sites in total,12 months a year. 2x12=24	\$ 29,736.00
District-wide Kitchens Pest Control Services (to be completed during 3:30pm-6am) Service frequency: once a	\$ 13,975.00
<b>Lump Sum</b>	<b>\$ 43,711.00</b>

	<b>Unit Price/Service</b>
As Needed Service - Invertebrate Treatment	\$ 185.00
As Needed Service - Vertebrate Treatment	\$ 225.00
As Needed Service - Trap & remove Live Opossum	\$ 185.00
As Needed Service - Treat for Black Widows and Ants	\$ 185.00
As Needed Service - Treat Playground for Rabbits and/or Gophers	\$ 185.00
As Needed Service-Trap & Remove Rats	\$ 255.00
As Needed Service-Sting Insects Control	\$ 125.00

Prices are fixed through the whole school year.

**Amendments:** No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties; no oral understanding or agreement not incorporated herein shall be binding on either of the parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on District unless authorized by the District in writing.

**Delivery:** Time of delivery of services is of the essence in this Agreement. The District reserves the right to refuse any services and to cancel all or any part of the descriptions or services that do not conform to the prescribed statement of work. Delivery shall not be deemed to be complete until all services have actually been received and accepted in writing by the District.

**Payments:** Within thirty (30) days after delivery of any or all of the items hereinabove set forth and their acceptance by the ordering District, and a proper invoice submitted, the ordering District agrees to pay to the Contractor, and the Contractor agrees to accept in full payment therefor, the sums set opposite each item.

**Warranty:** Contractor expressly warrants that the services covered by this Agreement are fit for the particular purpose for which they are intended. Acceptance of the order shall constitute an agreement upon Contractor's part to indemnify, defend and hold the District and its indemnities as identified in the Indemnification Provisions below, harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by the District by reason of the failure of the services to conform to such warranties, faulty work performance, negligent or unlawful acts, and non-compliance with any applicable state or federal codes, ordinances, orders, or statutes, including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law.

**Indemnification Provisions:** Contractor shall save, defend, hold harmless and indemnify the District, its elected and appointed officials, officers, employees, and agents from and against any and all losses, damages, liabilities, claims, and costs of whatsoever kind and nature for injury to or death of any person and for loss or damage to any property occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operations, or performance of work on the property under the terms of this contract, resulting in whole or in part

from the negligent acts or omissions of the Contractor, any subcontractors, or any employee, agent or representative of Contractor and/or its subcontractors.

**Anti-Discrimination:** Pursuant to Board Policy 4030, Azusa Unified School District prohibits discrimination and/or harassment of any person based on race, color, national origin, ancestry, religious creed, age, marital status, pregnancy, physical or mental disability, medical condition, genetic information, veteran status, gender, gender identity, gender expression, sex or sexual orientation. Therefore, the Contractor agrees to comply with the applicable Federal and California Laws, including, but not limited to, the California Fair Employment Practice Act, beginning with Labor Code, Section 1410 and Labor Code, Section 1735. In addition, the Contractor agrees to require such compliance by all subcontractors employed on the Contract by the Contractor.

**Termination:** When any contractor or Contractor shall fail to deliver any article or service or shall deliver any article or service which does not conform to the specifications, the District will notify the Contractor and provide a commercially reasonable timeframe to cure. If the Contractor does not perform within a reasonable timeframe, then the District may, at its sole discretion, annul



and set aside the agreement entered into with said Contractor or contractor, either in whole or in part, and make and enter into a new agreement for the same items in such manner as seems to the Board of Education to be to the best advantage of the Azusa Unified School District. Any failure for furnishing such articles or services by reason of the failure of the Contractor or contractor, as above stated, shall be a liability against such Contractor and his sureties. The Board of Education reserves the right to cancel any articles or services which the successful bidder may be unable to furnish because of economic conditions, governmental regulations or other similar causes beyond the control of the bidder provided satisfactory proof is furnished to the Board of Education if requested.

**Performance:** Contractor shall perform all work under this Agreement, taking necessary steps and precautions to perform the work to the District's satisfaction. Contractor shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other services furnished by the Contractor under this Agreement. Contractor shall perform all work diligently, carefully, and in a good and workman-like manner; shall furnish all labor, supervision, machinery, equipment, materials, and supplies necessary therefore; shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of the District required in its governmental capacity, in connection with performance of the work; and, if permitted to subcontract, shall be fully responsible for all work performed by subcontractors.

**Extra and/or additional specifications and changes:** Should the District at any time during the performance of the contract, request any alterations, deviations, additions, or omissions from the specifications or other Contract Documents, it shall be at liberty to do so, and the same shall in no way affect or make void the contract, but the cost will be added to or deducted from the amount of said Contract price, as the case may be by a fair and reasonable valuation.

The estimate cost of a proposed change shall be established in one or more of the following methods:

- A. By an acceptable lump sum proposal from the Contractor.
- B. By unit prices agreed upon by the District and the Contractor.

Bidders may make recommendations to the sample agreement by striking out and adding visible modifications. The district reserves the right to accept or reject changes .

**Insurance:** Contractor agrees to carry a commercial general and automobile liability insurance policy as specified in the bid documents to protect Contractor and the District against liability or claims of liability which may arise out of this Agreement. In addition, Contractor agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by the District shall be excess and noncontributory." No later than ten (10) working days after the execution of this Agreement, Contractor shall provide the District with copies of the policy or policies of insurance evidencing all coverages and endorsements required hereunder including a provision for a thirty (30) day written notice of cancellation or reduction in coverage. Contractor agrees to name the District and their officers, agents, and employees as additional insured under said policy.

**Inspection of items:** All items shall be subject to the inspection of the ordering district. Inspection of the items shall not relieve the Contractor from any obligation to fulfill this Contract. Defective items shall be made good by the Contractor, and unsuitable items may be rejected, notwithstanding that such defective work and materials have been previously overlooked by the

ordering district and accepted. If any items shall be found defective at any time before final acceptance of the complete delivery, the Contractor shall forthwith remedy such defect in a manner satisfactory to the ordering district.

**Removal of rejected items:** All items rejected by the ordering district at any time prior to final inspection and acceptance shall at once be removed from the place of delivery by the Contractor who shall assume and pay the cost thereof without expense to the ordering district, and shall be replaced by satisfactory items.

**Force Majeure Clause:** The parties to the Contract shall be excused from performance thereunder during the time and to the extent that they are prevented from obtaining, delivering, or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the other party(ies), provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.

**Assignment of Agreement:** The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of this Agreement or any part thereof, or any right title, or interest therein, funds to the received hereunder, or any power to execute the same without the consent in writing of the District.

**Contact with Students:** Contractor will not permit any of its employees who perform services under this Agreement to come in contact with pupils or communicate with pupils. In the event Contractor fails to prevent its employees from having contact with pupils or communicating with pupils and injury results from failure to prohibit pupil contact or communication, Contractor shall defend, indemnify, protect, and hold the District, its agents, officers and employees harmless from and against any and all claims, demands, liability, judgments, awards, losses, injury damages, expenses, charges or costs of any kind or character to the District or to any person or property which arise from or are connected with or are caused or claim to be caused by Contractor's failure to prohibit its employees, subcontractors or agents from having pupil contact or communication. Any subcontractor hired by Contractor shall be subject to and shall comply with this section, and it shall be the Contractor's responsibility to require compliance with this section. Contractor and subcontractor shall be jointly and severally liable for any injury that results from subcontractor's failure to comply with this provision. Based on the determination that neither Contractor nor any subcontractor of Contractor will have contact with pupils, no fingerprinting of Contractor or its agents, subcontractors or employees is required by this Agreement.

**Severability:** If any term, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect and shall not be affected, impaired, or invalidated in any way.

**Attorney Fees:** In any action or proceeding to enforce or interpret any provision of this Agreement, or where any provision hereof is validly asserted as a defense, each party shall bear its own attorney's fees, costs, and expenses.

**Correspondence:** Any correspondence related to the terms, prices, and conditions of this Agreement must be directed to:



Purchasing Winnie Sun  
546 S Citrus Avenue , Azusa ,  
CA 91702  
Email: xsun@azusa.org

**Debarment:** Contractor shall certify that neither Contractor nor its principles are presently debarred, proposed for debarment, declared ineligible or voluntarily excluded from participation in the transaction by any Federal department or agency. Where Contractor as the recipient of federal funds, is unable to certify to any of the statements in the certification, Contractor must include an explanation with their bid/proposal. Debarment, pending debarment, declared ineligibility or voluntary exclusion from participation by any Federal department or agency may result in the bid/proposal being deemed non-responsible.

**Warrant of Authority:** Each of the parties signing this agreement warrants to the other that he or she has the full authority of the entity on behalf of which his or her signature is made.

**Pricing - Minimum Contract Term:** Minimum contract term is through June 30, 2025, and quoted prices must stay in effect after award of bid. Thereafter, the contract may be extended upon mutual consent of the District and Contractor for an additional four (4) one year periods in accordance with provisions contained in the Education Code, Sections 17596 (K-12) and 81644 (Community Colleges). Price increases may be considered during Contract renewal periods only. Price increases may be negotiated subject to existing local market conditions and as determined by the Consumer Price Index Urban for the Los Angeles/Long Beach region, but may never exceed three percent (3%) in any contract year. In the event of a general price decrease, the District reserves the right to revoke specific bid awards unless the decrease is passed on to the District.

**I have read all terms of the "Agreement" and will accept these terms as outlined if awarded this bid:**

IN WITNESS WHEREOF, this Agreement has been duly executed by the District and the Contractor as of the date set forth above.

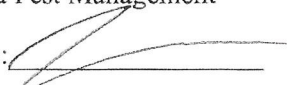
**DISTRICT**

**CONTRACTOR**

Azusa Unified School District

California Pest Management

Signature: \_\_\_\_\_

Signature:  \_\_\_\_\_

Name: Latasha D.Jamal

Name: Jim Harmon

Title: Assistant Superintendent Business Services

Title: Manager

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

Date: 4/26/24 \_\_\_\_\_