

CITY OF FAIRFIELD

SHIP TO: Building Maintenance
1000 Webster Street
Fairfield CA 94533

P.O. NUMBER: SC 10198

VENDOR NO: 19990

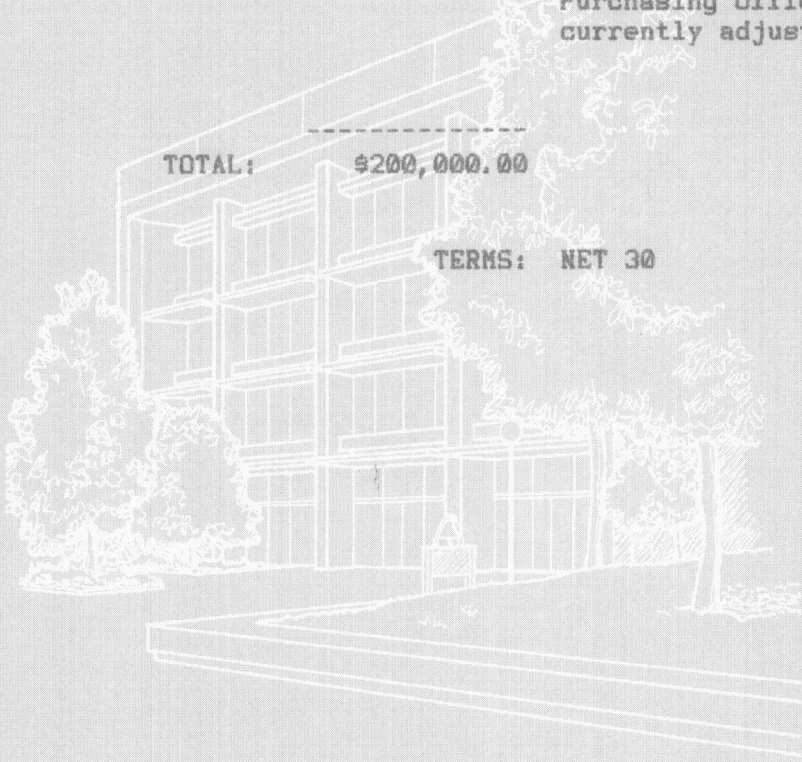
SCHEDULED
DELIVERY DATE:

P.O. TYPE: OPEN
CONFIRMING

VENDOR: IPM-BIOCARE SERVICES AND
PO BOX 150384
SAN RAFAEL CA 94915-0384

PURCHASE ORDER

LINE	QUANTITY	UNIT	UNIT PRICE	AMOUNT	DESCRIPTION OF ITEM AND/OR SERVICES ORDERED
1	200,000	EA	1.00	200,000.00	The purchase of goods and services is limited to the currently adjusted maximum unit cost. Please contact the Purchasing Officer for the currently adjusted maximum.
TOTAL:				\$200,000.00	
				TERMS:	NET 30



AUTHORIZED
SIGNATURE

[Handwritten Signature]
PURCHASING

07/06/06
DATE

COPIES: WHITE VENDOR
YELLOW PURCHASING
GOLDEN INVENTORY
GREEN ENCUMBRANCE
PINK RECEIVING
BLUE DEPARTMENT

INVOICE IN TRIPPLICATE TO:
CITY OF FAIRFIELD
ACCOUNTS PAYABLE
1000 WEBSTER STREET
FAIRFIELD, CA 94533-4883


SC 10/98

PUBLIC WORKS DEPARTMENT INTEROFFICE MEMORANDUM

19990

Date: May 31, 2007

To: Gene Cortright, Director of Public Works

From: Hank Dominguez, Building Maintenance Manager 

Subject: Establish "Service Contract" Purchase Order Accounts for **IPM Biocare Services and Specialty Products, Inc.** with Certificates of Liability and Endorsements on File.

Action: Please review and initial attached one-page contract, then forward to Wade Brown for signing.

Risk Management has implemented a requirement for all contractors doing business with the City to provide "certificates of liability" as evidence of adequate business insurance. The City also requires all contractors to list City employees and property as "additional insured". If an incident should occur, then the Contractor's insurance would be utilized first for coverage and compensation.

The City's purchasing officer has created a new series of open purchase order "Service Contract" accounts such that a streamlined binding contract, certificates of liability and endorsements are on file for each vendor. The limit for purchasing goods and services could be set at the maximum "not to exceed current unit cost", which is at this time \$19,609.00. These purchases of goods and services could be approved without City Council Action, just as open purchase orders could before.

The attached one-page contract will establish "Service Contract" account with **IPM Biocare Services and Specialty Products, Inc.** for feral pigeon trapping/removal services.

ENTERED
PURCHASING

JUN - 6 2007

BY _____

RECEIVED

MAY 31 2007

CITY OF FAIRFIELD
CENTRAL STORE/PRINTSHOP

May 30 07 07:47a

p. 2

CITY OF FAIRFIELD SERVICES AGREEMENT

THIS AGREEMENT is made at Fairfield, California, as of the 5/31/07, 2007, by and between the City of Fairfield ("the CITY") and IPM Biocare Services & Specialty Products, Inc. ("SERVICE PROVIDER").

1. SCOPE OF SERVICE

SERVICE PROVIDER agrees to perform the following work: Feral pigeon trapping/removal services.

2. PAYMENTS.

- a. Payment shall be made to SERVICE PROVIDER on a time and materials basis, and SERVICE PROVIDER shall submit monthly invoices to the Building Maintenance Manager for the same.
- b. Any additional meetings or work required beyond that set forth in Exhibit "A" shall be mutually agreed to by the CITY and SERVICE PROVIDER, and shall be billed on a time and materials basis to the Building Maintenance Manager. (See address below)

Hank Dominguez, Building Maintenance Manager
1000 Webster Street
Fairfield, CA 94533

3. INSURANCE.

- a. **WORKERS' COMPENSATION.** During the term of this Agreement, SERVICE PROVIDER shall fully comply with the terms of the law of California concerning workers' compensation. Said compliance shall include, but not be limited to, maintaining in full force and effect one or more policies of insurance ensuring against any liability SERVICE PROVIDER may have for workers' compensation. Said policy shall also include employer's liability coverage no less than \$1,000,000 per accident for bodily injury or disease.
- b. **GENERAL LIABILITY INSURANCE.** SERVICE PROVIDER shall obtain at its sole cost and keep in full force and effect during the term of this agreement commercial general liability insurance in the amount of \$ 1,000,000 per occurrence for bodily injury, personal injury, and property damage. Said insurance shall provide (1) that the CITY, its officers, agents, employees and volunteers shall be named as additional insureds under the policy, and (2) that the policy shall operate as primary insurance, and (3) that no other insurance effected by the CITY or other named insureds will be called upon to cover a loss covered thereunder.
- c. **AUTOMOBILE LIABILITY INSURANCE.** SERVICE PROVIDER shall obtain at its sole cost and keep in full force and effect during the term of this agreement automobile liability insurance in the amount of \$ 1,000,000 per occurrence for bodily injury and property damage. Said insurance shall provide (1) that the CITY, its officers, agents, employees and volunteers shall be named as additional insureds under the policy, and (2) that the policy shall operate as primary insurance, and (3) that no other insurance effected by the CITY or other named insureds will be called upon to cover a loss covered thereunder.
- d. **CERTIFICATES OF INSURANCE.** SERVICE PROVIDER shall file with CITY'S Director of Finance upon the execution of this agreement, certificates of insurance which shall provide that no cancellation, major change in coverage, expiration, or nonrenewal will be made during the term of this agreement, without thirty (30) days written notice to the Director of Finance prior to the effective date of such cancellation, or change in coverage.
- e. SERVICE PROVIDER shall file with the Director of Finance concurrent with the execution of this agreement, the City's standard endorsement form (attached hereto) providing for each of the above requirements.

4. INDEMNIFY AND HOLD HARMLESS. SERVICE PROVIDER shall indemnify, defend, and hold harmless the CITY, its officers, agents, employees and volunteers from all claims, suits, or actions of every name, kind and description, brought forth on account of injuries to or death of any person or damage to property arising from or connected with the willful misconduct, negligent acts, errors or omissions, ultra-hazardous activities, activities giving rise to strict liability, or defects in design by the SERVICE PROVIDER or any person directly or indirectly employed by or acting as agent for SERVICE PROVIDER, in the performance of this Agreement, including the concurrent or successive passive negligence of the CITY, its officers, agents, employees or volunteers

It is understood that the duty of SERVICE PROVIDER to indemnify and hold harmless includes the duty to defend as set forth in Section 277A of the California Civil Code.

Acceptance of insurance certificates and endorsements required under this Agreement does not relieve SERVICE PROVIDER from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

5. LABOR AND WAGE CODE GUIDELINES

- a. Attention is directed to Section 1777.5 of the Labor Code as it applies to apprenticeship standards.
- b. SERVICE PROVIDER, as defined for this agreement, shall pay prevailing wages to the extent required by California Labor Code Section 1771. The general prevailing wage rates for each craft, classification, or type of workman shall be as determined by the Director of Industrial Relations (available online at <http://www.dir.ca.gov/DLSR/statistics.asp>) select the appropriate wage decision and then collect the wage decision for Statewide, Northern California and Sntano County). A copy of these wage rate determinations are kept on file and are available for review at the Office of the City Engineer located at 1000 Webster Street.
- c. In accordance with the provision of Section 1660 of the California Labor Code, attention is directed to the requirement that in accordance with the provisions of Section 3700 of the California Labor Code, every contractor will be required to secure the payment of compensation of his or her employees.

6. BUSINESS LICENSE. The CONSULTANT shall obtain a business license for work within the City of Fairfield pursuant to Chapter 10B of the Fairfield City Code, with respect to the gross receipts received pursuant to this Agreement. No payments shall be made to any CONSULTANT until such business license has been obtained, and all fees paid therefore, by the CONSULTANT. Business license applications and information may be obtained from the Finance Department, Fairfield City Hall, 1000 Webster Street, Fairfield, CA 94533 4863, (707)428-7309).

7. CANCELLATION. This agreement may be canceled at any time by CITY for its convenience upon written notice to SERVICE PROVIDER; provided, however, that the SERVICE PROVIDER shall be entitled to receive full payment for all services performed and all costs incurred to the date of its receipt of written notice to cease work.

8. COMPLETE AGREEMENT/AMENDMENT. This Agreement constitutes the complete agreement between the parties as to the subject matter hereof and may not be amended or changed except by a written agreement signed by both parties.

CITY OF FAIRFIELD, a municipal corporation

By: [Signature]

IPM Biocare Services & Specialty Products, Inc., Service Provider

By: [Signature]

Michael A. Wolfe

EXHIBIT A

Feral Pigeon Trapping/Removal Services – 60 Day Program

The best approach to eliminate continued feral pigeon problems or to keep the birds moving about the structure is to trap the pigeons and remove them off site permanently. The birds that have been born and fledged at this particular location will never leave the site and will continue to cause problems (droppings) wherever they find a flat spot to roost and/or loaf.

Method: Install traps but do not set and begin pre-baiting. Pre-baiting is required, as the pigeons must be reprogrammed to feed at this particular site. After pigeons have accepted the bait, trap(s) will be set to capture the birds and will be serviced on a once weekly basis. Each service, all trapped pigeons will be removed and taken off site for permanent removal. Feed and water will be replenished each service. During the entire process all care will be taken to ensure that trapped pigeons will be humanely handled.

Cost: \$1,550.00 (full 60 day program)

INSURANCE CHECKLIST

CONTRACTOR: IPM BIOCARE SERVICES & SPECIALTY PRODUCTS, INC. TELEPHONE NO.: (800) 799-2273 DATE OF CONTRACT: N/A
 DEPARTMENT: BUILDING MAINTENANCE - PUBLIC WORKS STAFF PERSON & TELEPHONE NO.: LINDA / 7523
 DESCRIBE PROJECT / WORK: REMOVAL OF FERAL PIGEONS BY LIVE TAPPING METHODS

Required? Yes No	Type of Insurance	Insurance Company Name and AM Best Rating	Policy Number	Expiration Date	Per Occurrence Insurance Limit	Endorsement Form		
						City	Other	Waived
X	General Liability	American Automobile Ins. Co.	MZG80870759	3/1/08	\$1,000,000		X	
X	Auto Liability	Century National Insurance	BAP159994	3/1/08	\$1,000,000			<i>waived</i>
	Excess Liability							
X	Workers' Compensation	State Compensation Insurance Fund	1579565-2007	3/1/08	\$1,000,000			<i>RC</i>
	Professional Liability							

APPROVED: *Robert Kain* DATE: 5/29/07
 Authorized Risk Management Signature

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
4/30/07

PRODUCER Wells Fargo of CA Insurance Services / CA Lic#0352275 45 Fremont St., Suite 800 San Francisco, CA 94105	415-541-7900 THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
INSURERS AFFORDING COVERAGE	
INSURED IPM Biocare Inc. P.O. Box 150384 San Rafael CA 94915	INSURER A: American Automobile Ins. Co. INSURER B: Century National Insurance INSURER C: INSURER D: INSURER E:


COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	MZG80870759	3/01/07	3/01/08	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire) \$ 1,000,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 100,000
					PERSONAL & ADV INJURY \$ 1,000,000
					GENERAL AGGREGATE \$ 2,000,000
					PRODUCTS - COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC				
B	AUTOMOBILE LIABILITY	BAP159994	3/01/07	3/01/08	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS				PROPERTY DAMAGE (Per accident) \$
<input checked="" type="checkbox"/> NON-OWNED AUTOS					
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC \$
					AUTO ONLY: AGG \$
	EXCESS LIABILITY				EACH OCCURRENCE \$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$
	<input type="checkbox"/> DEDUCTIBLE				\$
	<input type="checkbox"/> RETENTION \$				\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY LIMITS OTH-ER
					E.L. EACH ACCIDENT \$
					E.L. DISEASE - EA EMPLOYEE \$
					E.L. DISEASE - POLICY LIMIT \$
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
 CERTIFICATE HOLDER IS INCLUDED AS ADDITIONAL INSURED PER BLANKET POLICY ENDORSEMENT.

 FAX 707-428-7728

CERTIFICATE HOLDER CITY OF FAIRFIELD ATTN LINDA 1000 WEBSTER ST. 3RD FLOOR FAIRFIELD, CA 94533	ADDITIONAL INSURED; INSURER LETTER: CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE: 
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Policy Number: MZG 80870759

Effective Date: 3/1/07 to 3/1/08

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**Additional Insured - Owners, Lessees Or
Contractors – Scheduled Person Or Organization**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization:

City of Fairfield

Locations of Covered Organization:

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. Section II -- WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the schedule, but only with respect to liability for bodily injury, property damage or personal and advertising injury caused, in whole or in part, by:

- 1. Your acts or omissions; or
- 2. The acts or omissions of those acting on your behalf;

In the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- 1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or
- 2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principle as a part of the same project.

CERTHOLDER COPY

NC



P.O. BOX 420807, SAN FRANCISCO, CA 94142-0807

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

ISSUE DATE: 05-18-2007

GROUP:
POLICY NUMBER: 1378565-2007
CERTIFICATE ID: 169
CERTIFICATE EXPIRES: 03-01-2008
03-01-2007/03-01-2008

CITY OF FAIRFIELD
LINDA
1000 WEBSTER ST 3RD FL
FAIRFIELD CA 94533-4830

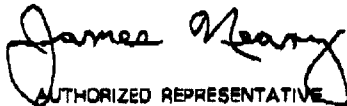
NC

This is to certify that we have issued a valid Workers' Compensation Insurance policy in a form approved by the California Insurance Commissioner to the employer named below for the policy period indicated.

This policy is not subject to cancellation by the Fund except upon 30 days advance written notice to the employer.

We will also give you 30 days advance notice should this policy be cancelled prior to its normal expiration.

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policy listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate of insurance may be issued or to which it may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions, and conditions, of such policy.


AUTHORIZED REPRESENTATIVE


PRESIDENT

EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: \$1,000,000 PER OCCURRENCE.

ENDORSEMENT #1800 - MICHAEL A. WOLF VP, S, T - EXCLUDED.

ENDORSEMENT #1800 - DANNY T. LEPEZ P - EXCLUDED.

ENDORSEMENT #2005 ENTITLED CERTIFICATE HOLDERS' NOTICE EFFECTIVE 03-01-2002 IS ATTACHED TO AND FORMS A PART OF THIS POLICY.

EMPLOYER

IPM-BIOCARE, INC
1317 SCOTT ST # H
PETALUMA CA 94954

NC

Apr 24 07 12:35p

EDD REPORTING REQUIREMENTS CHECKLIST

Effective January 1, 2001 the State Employment Development Department (EDD) requires the following.

Please complete the following: (To be complete by the department)

Department: _____	Date of Contract: _____
Authorized by Res. No.: _____	Contract Expiration Date: _____
Person Reviewing EDD Requirements: _____	Phone: _____

EDD REPORTING REQUIREMENTS. When CITY executes an agreement for or makes payment to CONSULTANT in the amount of \$800 (six hundred dollars) or more in any one calendar year, CONSULTANT shall provide the following information to CITY to comply with EDD reporting requirements:

- A. Whether CONSULTANT is doing business as a sole proprietorship, partnership, limited liability partnership, corporation, limited liability corporation, non-profit corporation or other form of organization.
- B. If CONSULTANT is doing business as a sole proprietorship, CONSULTANT shall provide the full name, address and social security number or federal tax identification number of the sole proprietor.
- C. If CONSULTANT is doing business as other than a sole proprietorship, CONSULTANT shall provide CONSULTANT's federal tax identification number.

Dear Contracting Company:

Pursuant to your contract with the above-mentioned City of Fairfield Department, you are required to complete box 1 AND box 2 below.

Please indicate the type of business and provide the information requested:

BOX 1

NAME	
FULL NAME	IPM-BIOCARE, INC.
ADDRESS	PO BOX 150384
CITY, STATE, ZIP	SAN RAFAEL, CA. 94915-0384

AND

BOX 2

X: Box	TYPE OF BUSINESS	SOCIAL SECURITY NUMBER AND/OR FEDERAL ID NUMBER
	SOLE PROPRIETORSHIP	
	PARTNERSHIP	
	LIMITED LIABILITY PARTNERSHIP	
X	CORPORATION	94-3413563
	LIMITED LIABILITY CORPORATION	
	NON-PROFIT CORPORATION	
	OTHER FORM OF ORGANIZATION	

PLEASE RETURN THIS FORM WITH THE SIGNED CONTRACT TO THE CITY OF FAIRFIELD