STAFF REPORT
CITY OF SOLANA BEACH

TO:	Honorable Mayor and City Councilmembers
FROM:	Alyssa Muto, City Manager
MEETING DATE:	September 3, 2025
ORIGINATING DEPT:	Public Works Department – Luis Carrillo, Deputy Director of Public Works
SUBJECT:	**Amending the Professional Services Agreement with Habitat Protection, Inc., for Dead Animal Disposal and Pest-Rodent Control Services**

BACKGROUND:

The Public Works Department oversees the management of pest control, rodent management, and dead animal disposal services for City facilities, including parks, City Hall, La Colonia Community Center, Fletcher Cove Community Center, Fletcher Cove Park, and the Fire Station. These essential services are delivered by professional service providers selected through a competitive selection process. The current contract with Habitat Protection, Inc. (Habitat), the City's current service provider, is set to remain in effect until June 2027 if all discretionary extensions are executed.

This item is before the City Council for consideration of Resolution 2025-098 (Attachment 1) authorizing the City Manager to execute an amendment to the Professional Services Agreement with Habitat Protection, Inc. (Attachment 3) and to increase the budgeted annual contract amount by $8,000 for costs associated with additional emergency/on-call services.

DISCUSSION:

At the regular City Council meeting on July 13, 2022, the Council adopted Resolution 2022-075 (Attachment 2), authorizing the City Manager to execute a five-year Professional Services Agreement (PSA), one initial year with four discretionary annual extensions, with Habitat Protection, Inc. (Habitat) for pest control, rodent management, and dead animal disposal services at various City facilities and parks. The PSA was established with an annual not-to-exceed amount of $9,960, which includes funding for both routine monthly services and as-needed response.

CITY COUNCIL ACTION:

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On December 11, 2024, the Council adopted Resolution 2024-118 amending the Fiscal Year 2024/25 contract by $5,000 to address increased demand for as-needed services, bringing the total not-to-exceed amount to $14,960. This increase was necessary to meet unanticipated service needs, including the removal of large marine animals from City beaches.

In Fiscal Year 2025/26, the frequency of emergency and on-call responses has continued to rise. To ensure the City can respond promptly to these situations, Staff recommends amending the PSA to add $8,000 for as-needed services in Fiscal Years 2025/26 and 2026/27. This amendment would increase the annual not-to-exceed amount to $17,960 and provide sufficient funding for emergency, on-call, and weekend response.

CEQA COMPLIANCE STATEMENT:

All work covered by this agreement is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15301(b) of the State CEQA Guidelines.

FISCAL IMPACT:

This item is to authorize the City Manager to execute an amendment to the Professional Services Agreement (PSA) with Habitat Protection Inc., for pest control, rodent management, and dead animal disposal services, in the amount of $8,000 for as-needed services. There are no increases to routine contracted service costs. There is sufficient budget available in the Animal Control/Professional Services (100-6130-65300), section of the Operating Budget.

The current PSA is for a total not-to-exceed amount of $9,960 per fiscal year. The amendment would increase compensation by $8,000 for Fiscal Years 2025/26 and 2026/27, increasing the not-to-exceed amount to $17,960 annually. The additional cost will be covered by the existing Animal Control/ Professional Services budget available.

WORK PLAN:

The amendment to the PSA amount aligns with the Work Plan priority of General Governance and Fiscal Responsibility by supplementing core maintenance functions for specialized services.

OPTIONS:

- Adopt Staff recommendation.
- Reject Staff recommendation and provide direction.

CITY STAFF RECOMMENDATION:

Staff recommends that the City Council adopt Resolution 2025-098:

1. Authorizing the City Manager to execute an amendment to the Professional Services Agreement with Habitat Protection, Inc., for pest control, rodent management, and dead animal disposal services during Fiscal Years 2025/26 and 2026/27, increasing the contract by $8,000 for a total not-to-exceed amount of $17,960 annually.



Alyssa Muto, City Manager

Attachments:

1. Resolution 2025-098
2. Resolution 2022-075
3. Professional Services Agreement with Habitat Protection, Inc.

RESOLUTION 2025-098

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLANA BEACH, CALIFORNIA, APPROVING AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH HABITAT PROTECTION, INC., FOR DEAD ANIMAL DISPOSAL AND PEST-RODENT CONTROL SERVICES

WHEREAS, the Public Works Department oversees the management of pest control, rodent management, and dead animal disposal services for City facilities, beaches and parks, including City Hall, La Colonia Community Center, Fletcher Cove Community Center, Fletcher Cove Park, and the Fire Station. These essential services are delivered by professional service providers selected through a competitive selection process. The current contract with Habitat Protection, Inc., the City's service provider, is set to remain in effect until June 2027 if all discretionary extensions are executed; and

WHEREAS, at the regular City Council meeting on July 13, 2022, the Council adopted Resolution 2022-075, authorizing the City Manager to execute a Professional Services Agreement with Habitat for pest control, rodent management, and dead animal disposal services at various City facilities and parks; and

WHEREAS, the PSA is designed to provide as-needed services, including dead animal removal and rodent control. It also covers unanticipated needs such as emergency or on-call services and weekend response. Due to the unpredictable nature of these services, it is difficult to determine an exact contract amount for these items; and

WHEREAS, the need for unanticipated emergency responses has increased this year, primarily due to the removal of large marine animals from the beach. As a result, additional funding is necessary to ensure the City can continue providing these essential services without interruption. This amendment would apply to the remaining years of the contract, which is set to run through 2027 if the two optional extensions are executed; and

WHEREAS, Staff recommends amending the Professional Services Agreement with Habitat Protection, Inc., for pest control, rodent management, and dead animal disposal services in an amount of $8,000. The amendment would increase compensation by $8,000 for FY 2025/26 and 2026/27, bringing the contract amount to a not-to-exceed amount of $17,960 annually; and

WHEREAS, there is sufficient budget available for these services in the Animal Control/Professional Services (100-6130-65300), section of the Operating Budget. The current PSA with Habitat is for a total not-to-exceed amount of $9,960 per fiscal year. The amendment would increase compensation by $8,000 for FY 2025/26 and 2026/27, bringing the amount to a not-to-exceed amount of $17,960 annually. The additional cost will be covered by the existing Animal Control/ Professional Services budget available.

NOW, THEREFORE, the City Council of the City of Solana Beach, California, does resolve as follows:

1. That the foregoing recitations are true and correct.

2. That the City Council authorizes the City Manager to execute an amendment to the Professional Services Agreement with Habitat Protection, Inc., for pest control, rodent management, and dead animal disposal services during Fiscal Year 2025/26 and 2026/27, increasing the contract by $8,000 for a total not-to-exceed amount of $17,960 annually.

PASSED AND ADOPTED this 3rd day of September 2025, at a special meeting of the City Council of the City of Solana Beach, California by the following vote:

AYES: Councilmembers –
NOES: Councilmembers –
ABSENT: Councilmembers –
ABSTAIN: Councilmembers –

_____
LESA HEEBNER, Mayor

APPROVED AS TO FORM:

_____
JOHANNA N. CANLAS, City Attorney

ATTEST:

_____
ANGELA IVEY, City Clerk

RESOLUTION 2022-075

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLANA BEACH, CALIFORNIA, APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH HABITAT PROTECTION, INC. IN AN AMOUNT NOT TO EXCEED $9,960 PER YEAR, WITH OPTIONAL EXTENSIONS OF THE AGREEMENT FOR UP TO FOUR ADDITIONAL ONE YEAR TERMS AT THE CITY MANAGER'S DISCRETION

WHEREAS, the work associated with the dead animal disposal and pest-rodent control services contract has been classified as a service contract or professional service instead of a public works construction project per section 20161 of the Public Contract Code (PCC); and

WHEREAS, a flexible contracting process involving dead animal disposal and pest-rodent control services and related services facilitates a more efficient and convenient management of City's affairs; and

WHEREAS, the Request for Proposals (RFP) process provides a more efficient and effective method for hiring a dead animal disposal and pest-rodent control services contractor that would provide the higher level of service required; and

WHEREAS, the City issued a RFP for these professional services in April 2022 that was consistent with the City's purchasing ordinance.

NOW, THEREFORE, the City Council of the City of Solana Beach, California, does resolve as follows:

1. That the above recitations are true and correct.

2. That the City Council authorizes the City Manager to execute a Professional Services Agreement with Habitat Protection, Inc. at an amount not-to-exceed $9,960 for dead animal disposal and pest-rodent control services, and as-needed services for Fiscal Year 2022/23.

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ATTACHMENT 1

3. That the City Council authorizes the City Manager to extend the Professional Services Agreement with Habitat Protection Inc., on a yearly basis, for up to four additional one-year terms at the City's option.

PASSED AND ADOPTED this 13th day of July 2022, at a regularly scheduled meeting of the City Council of the City of Solana Beach, California by the following vote:

AYES: Councilmembers – Heebner, Harless, Zito, Edson, Becker
NOES: Councilmembers – None
ABSTAIN: Councilmembers – None
ABSENT: Councilmembers – None

LESA HEEBNER, Mayor

APPROVED AS TO FORM:

JOHANNA N. CANLAS, City Attorney

ATTEST:

ANGELA IVEY, City Clerk

RESOLUTION CERTIFICATION

STATE OF CALIFORNIA
COUNTY OF SAN DIEGO } *SS.*
CITY OF SOLANA BEACH

I, ANGELA IVEY, City Clerk of the City of Solana Beach, California, **DO HEREBY CERTIFY** that the foregoing is a full, true and correct copy of **Resolution 2022-075** *approving a professional services agreement with Habitat Protection, Inc. in an amount not to exceed $9,960 per year* as duly passed and adopted at a Regular Solana Beach City Council meeting held on the 13th day of July, 2022 and is the original on file in the City Clerk's Office.

ANGELA IVEY, CITY CLERK

CERTIFICATION DATE: July 20, 2022

City of Solana Beach

PROFESSIONAL SERVICES AGREEMENT

FOR DEAD ANIMAL DISPOSAL AND PEST-RODENT CONTROL SERVICES

This Professional Services Agreement ("AGREEMENT") is made and entered into this 1st day of July, 2022 by and between the CITY OF SOLANA BEACH, a municipal corporation ("CITY"), and, Habitat Protection, Inc., a California corporation, ("CONTRACTOR") (collectively "PARTIES").

WHEREAS, the CITY desires to employ a CONTRACTOR to furnish Dead Animal Disposal and Pest-Rodent Control Services ("PROFESSIONAL SERVICES") for City's facilities ("PROJECT"); and

WHEREAS, the CITY has determined that CONTRACTOR is qualified by experience and ability to perform the services desired by CITY, and CONTRACTOR is willing to perform such services; and

WHEREAS, CONTRACTOR will conduct all the work as described and detailed in this AGREEMENT to be provided to the CITY.

NOW, THEREFORE, the PARTIES hereto mutually covenant and agree with each other as follows:

1. PROFESSIONAL SERVICES.

1.1. Scope of Services. The CONTRACTOR shall perform the PROFESSIONAL SERVICES as set forth in the written Scope of Services, attached as Exhibit "A" Scope of Services and Fee, at the direction of the CITY. CITY shall provide CONTRACTOR access to appropriate staff and resources for the coordination and completion of the projects under this AGREEMENT. For all work to be performed on site in the City, the CITY and CONTRACTOR agree that the Scope of Services begins when the CONTRACTOR arrives on site and terminates when the CONTRACTOR leaves the site. Travel time to and from project site shall not be considered time on the job or compensated by the CITY.

1.2. Project Coordinator. The Public Works Manager is hereby designated as the Project Coordinator for CITY and will monitor the progress and execution of this AGREEMENT. CONTRACTOR shall assign a single Project Director to provide supervision and have overall responsibility for the progress and execution of this AGREEMENT for CONTRACTOR. Insert Title is hereby designated as the Project Director for CONTRACTOR.

1.3. City Modification of Scope of Services. CITY may order changes to the Scope of Services within the general scope of this AGREEMENT consisting of additions, deletions, or other revisions. If such changes cause a change in the CONTRACTOR's cost of, or time required for, completion of the Scope of Services, an equitable adjustment to CONTRACTOR's compensation and/or contract time shall be made, subject to the CITY'S approval. All such changes shall be authorized in writing, executed by CONTRACTOR and CITY.

2. DURATION OF AGREEMENT.

2.1. Term. The term of this AGREEMENT shall be for a period of one (1) year beginning from the date of execution of the AGREEMENT. Time is of the essence in the performance of work under this AGREEMENT, unless otherwise specified.

2.2. **Extensions.** ☒ If marked, the CITY shall have the option to extend the AGREEMENT for four (4) additional one (1) year periods or parts thereof for an amount not to exceed nine thousand nine hundred sixty dollars ($9,960) per AGREEMENT year. Extensions shall be in the sole discretion of the City Manager and shall be based upon CONTRACTOR's satisfactory past performance, CITY needs, and appropriation of funds by the City Council. The CITY shall give written notice to CONTRACTOR prior to exercising the option.

2.3. **Delay.** Any delay occasioned by causes beyond the control of CONTRACTOR may merit an extension of time for the completion of the Scope of Services. When such delay occurs, CONTRACTOR shall immediately notify the Project Coordinator in writing of the cause and the extent of the delay, whereupon the Project Coordinator shall ascertain the facts and the extent of the delay and grant an extension of time for the completion of the PROFESSIONAL SERVICES when justified by the circumstances.

2.4. **City's Right to Terminate for Default.** Should CONTRACTOR be in default of any covenant or condition hereof, CITY may immediately terminate this AGREEMENT for cause if CONTRACTOR fails to cure the default within ten (10) calendar days of receiving written notice of the default.

2.5. **City's Right to Terminate without Cause.** Without limiting its rights in the event of CONTRACTOR's default, CITY may terminate this AGREEMENT, without cause, by giving written notice to CONTRACTOR. Such termination shall be effective upon receipt of the written notice. CONTRACTOR shall be compensated for all effort and material expended on behalf of CITY under the terms of this AGREEMENT, up to the effective date of termination. All personal property remaining in CITY facilities or on CITY property thirty (30) days after the expiration or termination of this AGREEMENT shall be, at CITY's election, considered the property of CITY.

3. COMPENSATION.

3.1. **Total Amount.** The total cost for all work described in the Scope of Services and Fee (Exhibit "A") shall not exceed nine thousand nine hundred sixty dollars ($9,960) without prior written authorization from CITY. CONTRACTOR shall bill the CITY for work provided and shall present a written request for such payment monthly.

3.2. **Additional Services.** CITY may, as the need arises or in the event of an emergency, request additional services of CONTRACTOR. Should such additional services be required, CITY and CONTRACTOR shall agree to the cost prior to commencement of these services.

3.3. **Not a pledge of general funds.** The city does not pledge any general funds for the payment of the services rendered. The City shall establish a separate fund to pay the fees and costs incurred that are reflected in the monthly general account invoice. The separate fund shall be funded by monies collected from the City's permit applicants or other persons requiring the City's services pursuant to the adopted USER FEE schedule which CONTRACTOR will provide according to the terms of this AGREEMENT.

3.4. **Costs.** Any costs billed to the CITY shall be approved in writing in advance and in accordance with any terms negotiated and incorporated herein as part of Exhibit "A" Scope of Services and Fee.

4. INDEPENDENT CONTRACTOR.

4.1. CONTRACTOR is, for all purposes arising out of this AGREEMENT, an independent contractor. The CONTRACTOR has and shall retain the right to exercise full control and supervision of all persons assisting the CONTRACTOR in the performance of said services hereunder, the CITY only being concerned with the finished results of the work being performed. Neither CONTRACTOR nor CONTRACTOR's employees shall in any event be entitled to any benefits to which CITY employees are entitled, including, but not limited to, overtime, retirement benefits, workers' compensation benefits, injury leave or other leave benefits. CONTRACTOR is solely responsible for all such matters, as well as compliance with social security and income tax withholding and all other regulations and laws governing such matters.

4.2 **PERS Eligibility Indemnification**. In the event that CONTRACTOR's employee providing services under this AGREEMENT claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS of the CITY, CONTRACTOR shall indemnify, defend, and hold harmless CITY for the payment of any employer and employee contributions for PERS benefits on behalf of the employee as well as for payment of any penalties and interest on such contributions which would otherwise be the responsibility of the CITY. Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, CONTRACTOR's employees providing service under this AGREEMENT shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation and benefit including but not limited to eligibility to enroll in PERS as an employee of CITY and entitlement to any contributions to be paid by CITY for employer contributions and/or employee contributions for PERS benefits.

4.3 **Indemnification for Employee Payments**. CONTRACTOR agrees to defend and indemnify the CITY for any obligation, claim, suit or demand for tax, retirement contribution including any contribution to the PERS, social security, salary or wages, overtime payment, or workers' compensation payment which the CITY may be required to make for work done under this AGREEMENT.

4.4 The provisions of this section 4 are continuing obligations that shall survive expiration or termination of this AGREEMENT.

5. STANDARD OF PERFORMANCE.

While performing the PROFESSIONAL SERVICES, CONTRACTOR shall exercise the reasonable professional care and skill customarily exercised by reputable members of CONTRACTOR's profession practicing in the metropolitan Southern California Area, and will use reasonable diligence and best judgment while exercising its professional skill and expertise.

6. WARRANTY OF CONTRACTOR'S LICENSE.

CONTRACTOR warrants that CONTRACTOR is properly licensed with the applicable government agency(ies) for any PROFESSIONAL SERVICES that require a license. If the CONTRACTOR lacks such license, this AGREEMENT is void and of no effect.

7. AUDIT OF RECORDS.

7.1. At any time during normal business hours and as often as may be deemed necessary the CONTRACTOR shall make available to a representative of CITY for examination all of its records with respect to all matters covered by this AGREEMENT and shall permit CITY to audit, examine and/or reproduce such records. CONTRACTOR shall retain such financial and program service records for at least four (4) years after termination or final payment under this AGREEMENT.

7.2. The CONTRACTOR shall include the CITY's right under this section in any and all of their subcontracts, and shall ensure that these sections are binding upon all subcontractors.

8. CONFIDENTIALITY.

8.1. Confidential Work Product. All professional services performed by CONTRACTOR, including but not limited to all drafts, data, correspondence, proposals, reports, research and estimates compiled or composed by CONTRACTOR, pursuant to this AGREEMENT, are for the sole use of the CITY, its agents and employees. Neither the documents nor their contents shall be released to any third party without the prior written consent of the CITY. This provision does not apply to information that (a) was publicly known, or otherwise known to CONTRACTOR, at the time that it was disclosed to CONTRACTOR by the CITY, (b) subsequently becomes publicly known through no act or omission of CONTRACTOR or (c) otherwise becomes known to CONTRACTOR other than through disclosure by the CITY. Except for any subcontractors that may be allowed upon prior agreement, neither the documents nor their contents shall be released to any third party without the prior written consent of the CITY. The sole purpose of this section is to prevent disclosure of CITY's confidential and proprietary information by CONTRACTOR or subcontractors.

8.2. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this AGREEMENT, may be exposed to confidential information and that disclosure of such information could violate the rights of private individuals and entities, including the parties and third parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (*e.g.*, social security numbers) and trade secrets, each as defined by applicable state law, and all other information protected by applicable law ("Confidential Information"). The party receiving Confidential Information ("Receiving Party") of the other ("Disclosing Party") shall not, and shall cause its employees and agents who are authorized to receive Confidential Information, not to, use Confidential Information for any purpose except as necessary to implement, perform or enforce this AGREEMENT or comply with its legal obligations. Receiving Party will use the same reasonable efforts to protect the Confidential Information of Disclosing Party as it uses to protect its own proprietary information and data. The Receiving Party will not disclose or release Confidential Information to any third person without the prior written consent of the Disclosing Party, except for where required by law or for authorized employees or agents of the Receiving Party. Prior to disclosing the Confidential Information to its authorized employees or agents, Receiving Party shall inform them of the confidential nature of the Confidential Information and require them to abide by the terms of this AGREEMENT. Receiving Party will promptly notify Disclosing Party if Receiving Party discovers any improper use or disclosure of Confidential Information and will promptly commence all reasonable efforts to investigate and correct the causes of such improper use or disclosure. If Receiving Party believes the Confidential Information must be disclosed under applicable law, Receiving Party may do so provided that, to the extent permitted by law, the other party is given a reasonable notice and opportunity to contest such disclosure or obtain a protective order. Confidential Information does not include information that: (i) is or becomes known to the public without fault or breach of the Receiving Party; (ii) the Disclosing Party regularly discloses to third parties without restriction on disclosure; or (iii) the Receiving Party obtains from a third party without restriction on disclosure and without breach of a non-disclosure obligation. Confidential Information does not include any information that is required to be provided to the public pursuant to the laws of the United States and/or California such as the California Public Records Act, due to the nature of CITY being a local governmental agency. The non-disclosure and non-use obligations of this AGREEMENT will remain in full force with respect to each item of Confidential Information for a period of ten (10) years after the Receiving Party's receipt of that item.

8.3. Enforcement. Each party acknowledges that any breach of any of the provisions of Section 8 of this AGREEMENT may result in irreparable injury to the other for which money damages would not adequately compensate. If there is a breach, then the injured party shall be entitled, in addition to all other rights and remedies which it may have, to have a decree of specific performance or an injunction issued by any competent court, requiring the breach to be cured or enjoining all persons involved from continuing the breach.

9. CONFLICTS OF INTEREST.

9.1. CONTRACTOR shall at all times comply with all federal, state and local conflict of interest laws, regulations, and policies applicable to public contracts and procurement practices, including but not limited to California Government Code Section 81000 *et seq.* (Political Reform Act) and Section 1090 *et seq.* CONTRACTOR shall immediately disqualify itself and shall not use its official position to influence in any way any matter coming before the CITY in which the CONTRACTOR has a financial interest as defined in Government Code Section 87103. CONTRACTOR represents that it has no knowledge of any financial interests which would require it to disqualify itself from any matter on which it might perform services for the CITY.

9.2. If, in performing the PROFESSIONAL SERVICES set forth in this AGREEMENT, the CONTRACTOR makes, or participates in, a "governmental decision" as described in Title 2, Section 18700.3(a) of the California Code of Regulations, or performs the same or substantially all the same duties for the CITY that would otherwise be performed by a CITY employee holding a position specified in the department's conflict of interest code, the CONTRACTOR shall be subject to a conflict of interest code requiring the completion of one or more statements of economic interests disclosing the CONTRACTOR's relevant financial interests.

9.3. ☐ If checked, the CONTRACTOR shall comply with all of the reporting requirements of the Political Reform Act. Specifically, the CONTRACTOR shall file a Fair Political Practices Commission Form 700 (Assuming Office Statement) within thirty (30) calendar days of the CITY's determination that the CONTRACTOR is subject to a conflict of interest code. The CONTRACTOR shall also file a Form 700 (Annual Statement) on or before April 1 of each year of the AGREEMENT, disclosing any financial interests held during the previous calendar year for which the CONTRACTOR was subject to a conflict of interest code.

9.4. CITY represents that pursuant to California Government Code Section 1090 *et seq.*, none of its elected officials, officers, or employees has an interest in this AGREEMENT.

10. DISPOSITION AND OWNERSHIP OF DOCUMENTS.

10.1. All documents, data, studies, drawings, maps, models, photographs and reports prepared by CONTRACTOR under this AGREEMENT, whether paper or electronic, shall become the property of CITY for use with respect to this PROJECT, and shall be turned over to the CITY upon completion of the PROJECT or any phase thereof, as contemplated by this AGREEMENT.

10.2. Contemporaneously with the transfer of documents, the CONTRACTOR hereby assigns to the CITY and CONTRACTOR thereby expressly waives and disclaims, any copyright in, and the right to reproduce, all written material, drawings, plans, specifications or other work prepared under this AGREEMENT, except upon the CITY's prior authorization regarding reproduction, which authorization shall not be unreasonably withheld. The CONTRACTOR shall, upon request of the CITY, execute any further document(s) necessary to further effectuate this waiver and disclaimer.

11. INSURANCE

11.1. CONTRACTOR shall procure and maintain for the duration of the AGREEMENT insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONTRACTOR, their agents, representatives, employees or subcontractors. Insurance shall be placed with insurers with a current A.M. Best's rating of no less than "A" and "VII" unless otherwise approved in writing by the CITY's Risk Manager.

11.2. CONTRACTOR's liabilities, including but not limited to CONTRACTOR's indemnity obligations, under this AGREEMENT, shall not be deemed limited in any way to the insurance coverage required herein. All policies of insurance required hereunder must provide that the CITY is entitled to thirty (30) days prior written notice of cancellation or non-renewal of the policy or policies, or ten (10) days prior written notice for cancellation due to non-payment of premium. Maintenance of specified insurance coverage is a material element of this AGREEMENT.

11.3. Types and Amounts Required. CONTRACTOR shall maintain, at minimum, the following insurance coverage for the duration of this AGREEMENT:

11.3.1. ☒**Commercial General Liability (CGL).** If checked the CONTRACTOR shall maintain CGL Insurance written on an ISO Occurrence form or equivalent providing coverage at least as broad as CG 00 01 which shall cover liability arising from any and all personal injury or property damage, including ongoing and completed operations, in the amount no less than $2,000,000.00 per occurrence and subject to an annual aggregate of $4,000,000.00. If limits apply separately to this project (CG 25 03 or 25 04) the general aggregate limit shall not apply. There shall be no endorsement or modification of the CGL limiting the scope of coverage for either insured vs. insured claims or contractual liability. All defense costs shall be outside the limits of the policy. If the CONTRACTOR or subcontractor maintains higher limits than the limits shown above, the CITY shall be entitled to coverage for the higher limits maintained by the CONTRACTOR and their subcontractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the CITY. Any excess or umbrella policies being used to meet the required limits of insurance will be evaluated separately and must meet the same qualifications as the CONTRACTOR's primary policy.

11.3.2. ☒**Commercial Automobile Liability.** If checked the CONTRACTOR shall maintain Commercial Automobile Liability Insurance for all of the CONTRACTOR's automobiles including owned, hired and non-owned automobiles, automobile insurance written on an ISO form CA 00 01 12 90 or a later version of this form or an equivalent form providing coverage at least as broad for bodily injury and property damage for a combined single limit no less than $1,000,000.00 per occurrence. Insurance certificate shall reflect coverage for any automobile (any auto).

11.3.3. ☒**Workers' Compensation.** If checked the CONTRACTOR shall maintain Worker's Compensation insurance for all of the CONTRACTOR's employees who are subject to this AGREEMENT and to the extent required by applicable state or federal law, a Workers' Compensation policy providing at minimum $1,000,000.00 employers' liability coverage. The CONTRACTOR shall provide an endorsement that the insurer waives the right of subrogation against the CITY and its respective elected officials, officers, employees, agents and representatives.

11.3.4. ☐**Professional Liability.** If checked the CONTRACTOR shall also maintain Professional Liability (errors and omissions) coverage with a limit no less than $1,000,000 per claim and $2,000,000 annual aggregate. The CONTRACTOR shall ensure both that (1) the policy retroactive date is on or before the date of commencement of the Scope of Services; and (2) the policy will be maintained in force for a period of three years after substantial completion of the Scope of Services or termination of this AGREEMENT whichever occurs last. The CONTRACTOR agrees that for the time period defined above, there will be no changes or endorsements to the policy that increase the CITY's exposure to loss. All defense costs shall be outside the limits of the policy. If CONTRACTOR maintains higher limits than the limits shown above, the CITY shall be entitled to coverage for the higher limits maintained by the CONTRACTOR. Any available proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the CITY.

11.4. Self-Insured Retentions. Any self-insured retentions are the responsibility of the CONTRACTOR and must be declared to and approved by the CITY. At the option of the CITY, either (1) the insurer shall reduce or eliminate such self-insured retentions as respects the CITY, its officers, officials, employees and volunteers, or (2) the CONTRACTOR shall provide a financial guarantee satisfactory to the CITY guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

11.5. Additional Required Provisions. The commercial general liability, including any excess or umbrella policies being used to meet the required limits of insurance, and automobile liability policies shall contain, or be endorsed to contain, the following provisions:

11.5.1. The CITY, its officers, officials, employees, and representatives shall be named as additional insureds with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. The CITY's additional insured status must be reflected on additional insured endorsement form (20 10 1185 or 20 10 1001 and 20 37 1001) which shall be submitted to the CITY.

11.5.2. The policies are primary and non-contributory to any insurance that may be carried by the CITY, as reflected in an endorsement at least as broad as CG 20 01 04 13 which shall be submitted to the CITY. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees, or representatives shall be excess of the CONTRACTOR's insurance and shall not contribute with it.

11.6. Verification of Coverage. CONTRACTOR shall furnish the CITY with original certificates and amendatory endorsements effecting coverage required by this Section 11, as well as a complete, certified copy of any general liability policy being used to meet the required limits of insurance, which shall include the declaration pages, a schedule of forms listing all policy endorsements, and all policy forms. The endorsements should be on forms approved by the CITY or on other than the CITY's forms provided those endorsements conform to CITY requirements. All certificates and endorsements are to be received and approved by the CITY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The CITY reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

11.7. Special Risks or Circumstances. CITY reserves the right to modify these requirements, including limits, based on the nature of risk, prior experience, insurer, coverage, or other special circumstances.

12. INDEMNIFICATION.

CONTRACTOR agrees to indemnify, defend (with counsel acceptable to CITY), and hold harmless the CITY, and its officers, officials, agents and employees from any and all claims, demands, costs or liabilities that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of CONTRACTOR, its employees, agents, and subcontractors in the performance of or failure to perform services or obligations under this AGREEMENT. CONTRACTOR's duty to indemnify under this section shall not include liability for damages for death or bodily injury to persons, injury to property, or other loss, damage or expense arising from the sole negligence or willful misconduct by the CITY or its elected officials, officers, agents, and employees. CONTRACTOR's indemnification obligations shall not be limited by the insurance provisions of this AGREEMENT. The PARTIES expressly agree that any payment, attorney's fees, costs or expense CITY incurs or makes to or on behalf of an injured employee under the CITY's self-administered workers' compensation is included as a loss, expense, or cost for the purposes of this section, and that this section will survive the expiration or early termination of this AGREEMENT.

13. SUBCONTRACTORS.

13.1. The CONTRACTOR's hiring or retaining of third parties (i.e. subcontractors) to perform services related to the PROJECT is subject to prior written approval by the CITY.

13.2. All contracts entered into between the CONTRACTOR and its subcontractor shall also provide that each subcontractor shall obtain insurance policies which shall be kept in full force and effect during any and all work on this PROJECT and for the duration of this AGREEMENT. The CONTRACTOR shall require the subcontractor to obtain, all policies described in Section 11 in the amounts required by the CITY, which shall not be greater than the amounts required of the CONTRACTOR.

13.3. In any dispute between the CONTRACTOR and its subcontractor, the CITY shall not be made a party to any judicial or administrative proceeding to resolve the dispute. The CONTRACTOR agrees to defend and indemnify the CITY as described in Section 12 of this AGREEMENT should the CITY be made a party to any judicial or administrative proceeding to resolve any such dispute.

14. NON-DISCRIMINATION.

CONTRACTOR shall not discriminate against any employee or applicant for employment because of sex, race, color, age, religion, ancestry, national origin, military or veteran status, disability, medical condition, genetic information, gender expression, marital status, or sexual orientation. CONTRACTOR shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their sex, race, color, age, religion, ancestry, national origin, military or veteran status, disability, medical condition, genetic information, gender expression, marital status, or sexual orientation and shall make reasonable accommodation to qualified individuals with disabilities or medical conditions. Such action shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. CONTRACTOR agrees to post in conspicuous places available to employees and applicants for employment any notices provided by CITY setting forth the provisions of this non-discrimination clause.

15. NOTICES.

All communications to either party by the other party shall be delivered to the persons listed below. Any such written communications by mail shall be conclusively deemed to have been received by the addressee five (5) calendar days after the deposit thereof in the United States mail, postage prepaid and properly addressed as noted below.

MOHAMMAD SAMMAK, DIRECTOR OF ENGINEERING AND PUBLIC WORKS

City of Solana Beach
635 S. Highway 101
Solana Beach, CA 92075

Bart Van Diepen, Vice-President

Habitat Protection, Inc.
751 W. 4th Avenue
Escondido, CA 92025

16. ASSIGNABILITY.

This AGREEMENT and any portion thereof shall not be assigned or transferred, nor shall any of the CONTRACTOR's duties be delegated or sub-contracted, without the express written consent of the CITY.

17. RESPONSIBILITY FOR EQUIPMENT.

CITY shall not be responsible nor held liable for any damage to persons or property consequent upon the use, misuse, or failure of any equipment used by CONTRACTOR or any of CONTRACTOR's employees or subcontractors, even if such equipment has been furnished, rented, or loaned to CONTRACTOR by CITY. The acceptance or use of any such equipment by CONTRACTOR, CONTRACTOR's employees, or subcontractors shall be construed to mean that CONTRACTOR accepts full responsibility for and agrees to exonerate, defend, indemnify and hold harmless CITY from and against any and all claims for any damage whatsoever resulting from the use, misuse, or failure of such equipment.

18. CALIFORNIA LAW; VENUE.

This AGREEMENT shall be construed and interpreted according to the laws of the State of California. Any action brought to enforce or interpret any portion of this AGREEMENT shall be brought in the county of San Diego, California. CONTRACTOR hereby waives any and all rights it might have pursuant to California Code of Civil Procedure Section 394.

19. COMPLIANCE WITH LAWS.

The CONTRACTOR shall comply with all laws, ordinances, regulations, and policies of the federal, state, and local governments applicable to this AGREEMENT whether now in force or subsequently enacted. This includes maintaining a City of Solana Beach Business Certificate.

20. ENTIRE AGREEMENT.

This AGREEMENT sets forth the entire understanding of the PARTIES with respect to the subject matters herein. There are no other understandings, terms or other agreements expressed or implied, oral or written, except as set forth herein. No change, alteration, or modification of the terms or conditions of this AGREEMENT, and no verbal understanding of the PARTIES, their officers, agents, or employees shall be valid unless agreed to in writing by both PARTIES.

21. NO WAIVER.

No failure of either the City or the CONTRACTOR to insist upon the strict performance by the other of any covenant, term or condition of this AGREEMENT, nor any failure to exercise any right or remedy consequent upon a breach of any covenant, term, or condition of this AGREEMENT shall constitute a waiver of any such breach of such covenant, term or condition.

22. SEVERABILITY.

The unenforceability, invalidity, or illegality of any provision of this AGREEMENT shall not render any other provision unenforceable, invalid, or illegal.

23. DRAFTING AMBIGUITIES.

The PARTIES agree that they are aware that they have the right to be advised by counsel with respect to the negotiations, terms and conditions of this AGREEMENT, and the decision of whether or not to seek advice of counsel with respect to this AGREEMENT is a decision which is the sole responsibility of each Party. This AGREEMENT shall not be construed in favor of or against either Party by reason of the extent to which each Party participated in the drafting of the AGREEMENT.

24. CONFLICTS BETWEEN TERMS.

If an apparent conflict or inconsistency exists between the main body of this AGREEMENT and the Exhibits, the main body of this AGREEMENT shall control. If a conflict exists between an applicable federal, state, or local law, rule, regulation, order, or code and this AGREEMENT, the law, rule, regulation, order, or code shall control. Varying degrees of stringency among the main body of this AGREEMENT, the Exhibits, and laws, rules, regulations, orders, or codes are not deemed conflicts, and the most stringent requirement shall control. Each Party shall notify the other immediately upon the identification of any apparent conflict or inconsistency concerning this AGREEMENT.

25. EXHIBITS INCORPORATED.

All Exhibits referenced in this AGREEMENT are incorporated into the AGREEMENT by this reference.

26. SIGNING AUTHORITY.

26.1. The representative for each Party signing on behalf of a corporation, partnership, joint venture, association, or governmental entity hereby declares that authority has been obtained to sign on behalf of the corporation, partnership, joint venture, association, or entity and agrees to hold the other Party or PARTIES hereto harmless if it is later determined that such authority does not exist.

26.2. ☐ If checked, a proper notary acknowledgement of execution by CONTRACTOR must be attached.

IN WITNESS WHEREOF, the PARTIES hereto have executed this AGREEMENT the day and year first hereinabove written.

CITY OF SOLANA BEACH, a municipal corporation

By: _____
City Manager, Gregory Wade

Habitat Protection, Inc., a California corporation

By: _____
Signature

Malia Van Diepen, Business Administrator
Print Name and Title

ATTEST:

_____
City Clerk. Angela Ivey

CITY OF SOLANA BEACH CALIFORNIA JULY 1, 1986 INCORPORATED

APPROVED AS TO CONTENT:

_____

MOHAMMAD SAMMAK, DIRECTOR OF
ENGINEERING AND PUBLIC WORKS

APPROVED AS TO FORM:

City Attorney, Johanna N. Canlas

EXHIBIT A
Scope of Services and Proposal
(Return to City)

PEST CONTROL

Contractor shall maintain throughout the full term of the agreement, all professional certifications and licenses required in order to comply with all State and Federal laws in the performance of this contract. In addition, contractor shall maintain throughout the full term of the agreement, a City of Solana Beach Business Certificate.

The initial term of the contract will be for one (1) year. After the initial one (1) year period, the City may desire to exercise an option to renew the agreement for up to four additional one (1) year periods under the term and conditions of the agreement.

RODENT CONTROL

- Rodent bait feeding stations will be deployed throughout the outside of each complex. There shall be at least 1 station per building. All rodent-feeding stations will be "secured" in a manner acceptable in the pest control industry.
- A fresh supply of E.P.A. registered rodenticides will be maintained in the rodent feeding stations.
- All multiple catch traps will be placed according to the manufacture's recommendations.
- All devices will be serviced a minimum of 1 time per month.
- Each control device will be checked, emptied as needed, rewound and/or rebated during each service. Attached to each device will be a service date sticker which the technician will fill out at the time of each service.
  - In the event of activity in any of the devices, the technician will determine whether or not to supplement the existing controls with snap traps.
  - The technician will inspect the areas near the site of any rodent activity to determine any surrounding infestation and any possible ways of entry.

A. Indoor Trapping

  - As a general rule, rodent control inside buildings shall be accomplished with trapping devices only. All such devices shall be concealed out of the general view and in protected areas so as not to be affected by routine cleaning and other operations. Trapping devices shall be checked on a monthly basis or more often when activity is present. The Contractor shall be responsible for disposing of all trapped rodents and all rodents' carcasses in an appropriate manner.

B. Use of Rodenticides

- All rodenticides, regardless of packaging, shall be placed in EPA-approved tamper-resistant bait boxes. As a general rule, rodenticide application outside buildings shall emphasize the direct treatment of present rodent activity. The use of monitoring blocks shall precede the use of rodenticides.

C. Use of Bait Boxes

- All bait boxes shall be maintained monthly and in accordance with EPA regulations, with an emphasis on the safety of non-target organisms. The Contractor shall adhere to the following five points:

    a) All bait boxes shall be placed out of general view, in locations where they will not be disturbed by routine operations.
    b) The lids of all bait boxes shall be securely locked or fastened shut.
    c) All bait boxes shall be securely attached or anchored to the floor, ground, wall, or other immovable surface, so that the box cannot be picked up or moved.
    d) Bait shall always be secured in the feeding chamber of the box and never placed in the runway or entryways of the box.
    e) All bait boxes shall be labeled on the inside with the Contractor's business name and address and dated by the Contractor's technician at the time of installation and each servicing.

DEAD ANIMAL DISPOSAL SERVICES

Contractor shall provide the necessary qualified personnel to perform dead animal disposal services. Contractor shall provide all labor, materials, and equipment necessary for dead animal reporting, pick up, removal and disposal services as required by City of Solana Beach, which shall include but not limited to the following:

1. Calls for Service, Dispatching, and Record Keeping
    a. Contractor shall maintain and provide a 24-hour, seven (7) day per week toll-

free telephone number to accept calls from the City.

b. Contractor shall dispatch dead animal pick up requests on a seven (7) day per week basis, including holidays.
c. Contractor shall maintain a log of each call received which at minimum must contain date, time, location, type of pick up, animal license number (if applicable), reporting party, confirmation that the reporting party was called back to confirm the animal was removed. The contractor shall submit these logs and reports to the City on a monthly basis.
d. In case where the dead animal was licensed, the contractor will return the tag to the San Diego Humane Society Animal Shelter nearest to the City of Solana Beach within 48 hours.

2. Pick Up Service
   a. Contractor shall pick up and remove all dead animals and/or parts thereof from public streets, parks, right-of-way, and other public property. Animals shall include, but not limited to, all animals whether wild or tame, including but not limited to 1) All land mammals; 2) Aquatic Animals 3) All reptiles; and 4) All birds and fowl.
   b. Contractor shall remove dead animals that constitute a road hazard (road hazard shall be determined by the City) immediately upon notification by the City. "Immediately" shall mean removal within a three (3) hour period from notification of pick-up request from the City. Non-road hazard dead animals shall be picked up within twelve (12) hours of notification of pick-up request.
3. Removal, Transportation, Storage, and Disposal
   a. Contractor shall maintain, at contractors' own expense, sufficient personnel, vehicles, and equipment to provide dead animal pick up, removal, and disposal service to the City.
   b. Transportation: Contractor shall use vehicles that meet current industry standards to transport dead animals.
   c. Storage: Contractor shall provide interim storage of dead animals in conformance with all federal, state, local laws, and health and sanitation practices.
   d. Disposal: Contract shall dispose of all dead animals in conformity with applicable federal, state, and local laws. Disposal of dead animals is the total responsibility of the Contractor.

HABITAT PROTECTION INC.

PREPARED FOR:

The City of Solana Beach

Dead Marine Disposal and Pest/Rodent Control Services RFP

Due Date: May 26, 2022

By:

Habitat Protection, Inc.
751 W 4th Avenue
Escondido, CA 92025
760-533-5792

HABITAT PROTECTION INC.

BACKGROUND

Company Description

Habitat Protection, Inc. was founded in April 1993 with a vision of providing the most effective pest and vegetation management services possible, while maintaining an earnest concern for our environment and safety. We are fully licensed and insured to meet all your deceased animal recovery and pest control needs. We can provide you with personalized service and prompt attention and can accommodate emergency services and service calls to fit your schedule. We at Habitat Protection are fully committed to providing our City customers with "green" sustainable pest and vegetation control services. Now more than ever, the City customer needs to be confident that the products and services they receive are environmentally sensitive. The transparency of our pest and vegetation management procedures ensures our techniques and services truly are eco-friendly. "Eco-friendly" is an active commitment to the environment and one that Habitat Protection, Inc. has made in the past and continues to make today and into the future. We call it pest control with "Habitat Environ-Mentality".

Service Description

Habitat Protection, Inc. is proposing to perform a maintenance service program every month at various City of Solana Beach locations as well as on-call dead animal recovery. For pest and rodent control, we propose a scheduled maintenance program in accordance with DoD 4150.7 pest control program and directive that applies to all federal facilities under the Department of Defense. Our monthly scheduled services will include inspection of the site for harborage areas, entry points and sanitation issues along with exterior treatments. We believe that a thorough inspection of the property as well as an effective treatment plan will reduce the number of insects for each location.

Habitat Protection offers a 30-day warranty which entails call backs in the 30 days following services. Medically important pests such as bed bugs, fleas, bees, and other biting/stinging pests are not included in this proposal but can be serviced at additional costs.

For dead animal pickups Habitat Protection uses an online computer software program to streamline our services. Detailed customer information is entered into the system at the time services begin. Service schedules, treatment plans, and other documentation is recorded and maintained on an up-to-the-minute basis. Our technicians access the software system using smartphones. They are in constant contact with our office crew who oversee the daily operations and schedules. The system includes a check-in and check-out feature for all jobs. Notations and treatments are recorded. Any issues or follow-ups are notated and dealt with on the same day. All documentation is stored on the system.

If requested by the City, the technician(s) will make contact with the City Lifeguard Division when first arriving to make sure technicians are up to date with project specifications and requirements. Upon arrival and clearance, technicians will four-wheel drive onto the beach towards the deceased animal. The technician will pull up to the deceased animal then bag it and put it on the truck for disposal. Large animals will require a lift to transport animal from the beach to the truck, then will be covered and transported to Sycamore Landfill for safe disposal. If the animal is large our four-wheel drive truck has a lift that is approved for up to 1,800 pounds. We are pleased to provide at additional cost post mortem transportation to the California Animal Health and Food Safety Laboratory (CAHFS) if further research is requested.

Our Office Administrator will communicate with the contact person to follow-up on the service to assure all needs were met. If there are any questions or concerns from the customer, the Office Administrator will discuss the items with the Technician and make contact with the customer in an effort to resolve any concerns.

We will create an invoice from the information entered to the system and the invoice is emailed or sent US Mail determined by the customer's preference. Habitat Protection accepts credit cards with no service fees and also accepts bank checks.

Per the City's requirements, Habitat Protection will record provide the documentation and recordkeeping per the customer's requirements or contracted agreement. If required, logbooks and recordkeeping notebooks are kept at the customer's facility.

All company vehicles are insured and registered with the DMV. They are maintained in a clean manner and contain all safety equipment, necessary licenses, SDS Sheets and product warning labels. Vehicles are equipped with GPS monitoring systems.

EcoSMART Technologies

Habitat Protection has gained a tremendous amount of experiences and confidence in the line of materials developed by EcoSMART. These materials are made from food grade materials, are either low or non-toxic and have proven to be effective weapons against target pests named in this proposal.

Some of these products, known as "Exempt", do not even have an EPA number, because they are not considered a true "pesticide". Because they work largely on nerve receptors that insects have and mammals do NOT, they have no effect on people or pets. These products are working well on many federal facilities and schools across the nation now. Habitat Protection can provide these organic services and advanced approaches to these Solana Beach locations at additional costs than the prices provided in this proposal.

Value to the City of Solana Beach

Dealing with an experienced and professional vendor that currently performs service on multiple Cities and residential facilities locally will streamline response time and reduces security concern for the City of Solana Beach. Habitat Protection is dedicated to the development of effective pest management programs that support a healthy living and working environment.

Habitat Protection can bring additional services as well. Termite inspections and treatment, vegetation management, right of way weed control, disinfectant, and bed bug control are some examples of the added services we offer. Habitat Protection is uniquely qualified to bring multiple services to your sites, all through one supplier.

Along with these additional services, Habitat Protection is also able to bring security to your sites. Having one contractor on your sites lowers exposure and creates a safe and reliable working relationship. Habitat Protection acts as a second set of eyes while on the jobsite and our technicians are trained to immediately report any suspicious activity. Unsurpassed attention to detail makes Habitat Protection the highest quality contractor for San Diego. With all our available services and expertise, we are able to deliver premium pest control services.

Safety and Training

A key component to any service program is safety to the staff and customers of both the City of Solana Beach and Habitat Protection. We are proud to say we have not had an OSHA violation or reportable chemical spill in our 30-year history. We are serious about safety and our record proves it. Our managers and staff are fully trained in the operation of all equipment they use and in the proper application of all materials used.

Our safety program includes holding tailgate meetings at a minimum of once per month, distribution of monthly safety fliers, annual safety training and respirator safety training.

Having the right tools to do the job is a major part of getting the job done right and done right the first time. Habitat Protection has always put training emphasis on our vehicles, tools, equipment, and technical staff so we are fully equipped to safely and efficiently perform whatever task we are faced with.

Compliance
Habitat Protections' policies and procedures are in compliance with all EPA, OSHA, federal, state and local regulatory guidance on pesticide storage, disposal, and applications. All services are conducted by licensed and trained technicians certified by the State of California. All pesticide applications will be recorded and reported in accordance with government directed procedures.

Expanded Service Description – Integrated Pest Management (IPM)
While there are different types of pests, the concepts of IPM remain the same. We manage the pest with the most effective yet safest environmental methods. Our strategy is this:

- ✓ Inspect all locations and facilities
- ✓ Record and define all pest activity
- ✓ Develop a plan/strategy for each pest
- ✓ Establish action thresholds
- ✓ Monitor populations of pests
- ✓ Control the pest
- ✓ Document the result
- ✓ Regularly evaluate and redesign the program as needed & requested

Conclusion
We hope the information presented above will provide sufficient detail on our capability to not only perform the tasks as presented in the scope of work, but also to recognize other potential areas where our pest management services will be in the best interest for the City. It is our dedication to detail that has provided our rise in the pest and vegetation control industry in the past 30 years.

We appreciate being invited to submit a proposal and feel that the diversity of our resume, complimented by our local presence, and backed by our commitment to developing a long-term partnership with the City of Solana Beach will provide a winning, productive, and cost-efficient program for not only the services under this proposal, but for future requirements identified.

QUALIFICATIONS

Licenses and Certifications

Family Owned Business

• Operator License	OPR9268
• Associate Certified Entomologist	A02295
• Structural Pest Control Certificate	2775
• Department of Pest Regulation	31258
• QAL- BCDEFK	104845
• Small Business Certified	9818
• Duns	782694624
• CAGE Code	1PV57
• CA Secretary of State	C1921602
• Tax ID	33-0660766
• DIR	000031618

INSURANCE REQUIREMENTS

Habitat Protection currently holds the insurance coverage specified in Exhibit C- Sample Agreement, section 11. Insurance. Insurance coverage covers Commercial General Liability Coverage, Automobile Liability, and Workers' Compensation insurance. Proof of insurance can be provided to the City of Solana Beach at the time of the signed contract for services.

PERSONNEL

Bart Van Diepen- Owner
Bart@HabitatProtection.net
Bart holds an Associate Certified Entomologist license, and a Qualified Applicator License under categories: B,C,D,E,F,and K. Bart has successfully ran this business for the past 35 years.

Malia Van Diepen- Business Administrator
Malia@HabitatProtection.net
Malia has been employed with Habitat Protection for under 3 years. She oversees all contracts and business daily operations.

Amy Chambers- Office Administrator
Office@HabitatProtection.net
Amy has been with the company for almost a year and is the main contact for customers. She oversees all scheduling and customer service.

Aaron Eakin- Field Representative, License FR 52823
Aaron has been employed with Habitat Protection for six years.
He has approximately 21 years of experience working as a licensed Field Representative and has experience in dead animal recovery.

Bill Maneval- Field Representative, License FR 43974
He has been employed with Habitat Protection for three years.
He has approximately 27 years of experience working as a licensed Field Representative and has experience in dead animal recovery.

Tony Perez- Operator, License OPR 12997
He has been employed with Habitat Protection for under one year.
He has approximately 30 years of experience working as a licensed Branch 2 Operator.

Warren Ristau- Field Representative, License FR 57337
He has been employed with Habitat Protection for under one year.
He has approximately 5 years of experience working as a licenses Field Representative and has experience in dead animal recovery.

EXPERIENCE

Company: City of Solana Beach Phone: (760)434-2943

Contact Person: Luis Carrillo Email: lcarrillo@cosb.org

Job/Project: Dead Animal Removal and Pest and Rodent Control Services at City Facilities Date: 12/11/2017-6/30/2022

Project Details: Habitat Protection provides on call services for the City, on an as-needed basis, for dead animal pickup and safe disposal. We also service six locations on a monthly basis for pest control services and ten locations for as-needed rodent control.

Company: City of Carlsbad Phone: (760)434-2943

Contact Person: Cristina Rangel Email: cristina.rangel@carlsbadca.gov

Job/Project: On-Call Dead Animal Pick Up Date: June 2020-Present

Job/Project: Pest Control Services Date: 01/08/2008- Present

Project Details: Habitat Protection provides on call services for the City on an as-needed basis for dead animal pickup and safe disposal. Response time is within two hours for emergency calls or 24 hours pickup for non-emergency calls. We also service over 25 locations on a monthly basis using only organic products.

Company: City of Encinitas Phone: (760)633-276

Contact Person: David Brown Email: dbrown@encinitasca.gov

Job/Project: Dead Marine Animal Removal & Disposal Services as an As-Needed Basis Date: 12/17/2020-Present

Project Details: Habitat Protection provides dead marine animal removal and disposal for the City of Encinitas. The contract is for three years on an as-needed basis. We have a certain amount of time to arrive to the deceased animal then we safely dispose of per State requirements.

Company: City of San Diego Phone: (858)581-9976

Contact Person: Vincent Paniagua Email: vpaniagua@sandiego.gov

Job/Project: On-Call Bee Removal Services Date: July 2016 to present

Project Details: Habitat Protection provides bee removal service on an as-needed basis. Response time is within two hours for emergency calls or 24 hours for non-emergency calls.

Should there be any questions regarding this proposal, please contact:

Malia Van Diepen, Business Administrator (760) 533-5792

We look forward to the opportunity to continue work and build a relationship with the City of Solana Beach.

Thank You for the Opportunity!

HABITAT PROTECTION INC.

EXHIBIT B: PROPOSAL

NOW, in compliance with the Request for Proposals and specifications stipulated, the undersigned, with full cognizance thereof, hereby proposes to perform the entire work for the price set forth in this proposal.

Provide once per month exterior perimeter spraying for control of ants, roaches, spiders, silverfish, sow bugs, earwigs, crickets, flies, gnats, billbugs and springtails for the following City of Solana Beach facilities:

Locations for Pest Control	Monthly Fee 1st year	2nd Year	3rd year	4th year	5th year
City Hall 635 South Highway 101	$52.00	$52.00	$57.00	$62.00	$62.00
Fire Station 500 Lomas Santa Fe Dr.	$38.00	$38.00	$42.00	$46.00	$46.00
La Colonia Community Center 715 Valley Ave.	$35.00	$35.00	$39.00	$43.00	$43.00
Fletcher Cove Community Center 133 Pacific Ave.	$35.00	$35.00	$39.00	$43.00	$43.00
Public Works Maintenance Facility 1764 Highland Dr.	$35.00	$35.00	$39.00	$43.00	$43.00
Marine Safety Building 111 South Sierra Ave.	$35.00	$35.00	$39.00	$43.00	$43.00

Rodent control shall be on an AS-NEEDED BASIS for all the below mentioned locations per the above specifications.

Locations for Rodent Control	Monthly Fee 1st year	2nd Year	3rd year	4th year	5th year
City Hall 635 South Highway 101	$29.00	$29.00	$32.00	$35.00	$35.00
Fire Station 500 Lomas Santa Fe Dr.	$40.00	$40.00	$44.00	$48.00	$48.00
La Colonia Community Center 715 Valley Ave.	$29.00	$29.00	$32.00	$35.00	$35.00
Fletcher Cove Community Center 133 Pacific Ave.	$29.00	$29.00	$32.00	$35.00	$35.00
Public Works Maintenance Facility 1764 Highland Dr.	$29.00	$29.00	$32.00	$35.00	$35.00
Marine Safety Building 111 South Sierra Ave.	$29.00	$29.00	$32.00	$35.00	$35.00
Del Mar Shores Beach Access 180 Del Mar Shores Terrace	$39.00	$39.00	$43.00	$47.00	$47.00
Seascape Sur Beach Access 501 South Sierra Ave.	$39.00	$39.00	$43.00	$47.00	$47.00
Tide Park Beach Access 302 Solana Vista Dr.	$59.00	$59.00	$65.00	$71.00	$71.00
Fletcher Cove Park 111 South Sierra Ave.	$39.00	$39.00	$43.00	$47.00	$47.00

Dead Animal Disposal Services

Per Occurrence Fee	1st Year	2nd Year	3rd Year	4th Year	5th Year
Small Animal	$145.00	$145.00	$160.00	$176.00	$176.00
Large Animal	$300.00	$300.00	$330.00	$363.00	$363.00

**Exclusion- Large animals will be picked up if they are under 350 pounds.

*The City reserves the right to enter into an agreement for any and all locations and to suspend service at any location during the term of the agreement.

Signature _____

Business Name/Address Habitat Protection, Inc.

751 W 4th Avenue

Escondido, CA 92025

Email Address Malia@habitatprotection.net Phone (760)533-5792