

SERVICE CONTRACT

THIS CONTRACT (Contract) is made and entered into by and between the CITY OF FRESNO, a California municipal corporation (City), and [EagleShield Pest Control, Incorporated] (Service Provider) as follows:

1. CONTRACT DOCUMENTS. The "Notice Inviting Proposals," "Instructions to Proposers," "Proposal" and the "Specifications" including "General Conditions," "Special Conditions", "Federal Conditions", "Functional Specifications" and "Technical Requirements" for the following: [Pest Control Services] (Request for Proposals No. [12400439]) copies of which are annexed hereto, together with all the documents specifically referred to in said annexed documents, including the Performance Bond, if required, are hereby incorporated into and made a part of this Contract, and shall be known as the Contract Documents.

2. PRICE. For the monetary consideration of [FIFTY THOUSAND NINE HUNDRED SIXTY DOLLARS] AND [ZERO CENTS] [(\$50,960)] [FOR A TOTAL CONTRACT AMOUNT NOT TO EXCEED ONE HUNDRED THIRTY THREE THOUSAND DOLLARS AND ZERO CENTS (\$133,000)], as set forth in the Proposal, the Service Provider promises and agrees to perform or cause to be performed, in a good and workmanlike manner, and to the satisfaction of City, and in strict accordance with the Specifications, all of the work as set forth in the Contract Documents.

3. PAYMENT. City accepts Service Provider's Proposal as stated and agrees to pay the consideration stated, at the times, in the amounts, and under the conditions specified in the Contract Documents.

4. INDEMNIFICATION. To the furthest extent allowed by law, Service Provider shall indemnify, hold harmless and defend the City and each of its officers, officials, employees, agents, and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by City, Service Provider or any other person, and from any and all claims, demands and actions in law or equity (including reasonable attorney's fees, litigation expenses and cost to enforce this Contract), arising or alleged to have arisen directly or indirectly out of performance of this Agreement. Service Provider's obligations under the preceding sentence shall apply regardless of whether the City or any of its officers, officials, employees, agents or volunteers are negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused solely by the gross negligence, or caused by the willful misconduct, of the City or any of its officers, officials, employees, agents, or volunteers.

If the Service Provider should subcontract all or any portion of the work to be performed under this Agreement, the Service Provider shall require each subcontractor to indemnify, hold harmless and defend the City and each of its officers, officials, employees, agents, and volunteers in accordance with the terms of the preceding paragraph.

This section shall survive termination or expiration of this Agreement.


[SIGNATURES FOLLOW ON THE NEXT PAGE.]

IN WITNESS WHEREOF, the parties have executed this Contract on the day and year here below written, of which the date of execution by City shall be subsequent to that of Contractor's, and this Contract shall be binding and effective upon execution by both parties.

CITY OF FRESNO,
A California municipal corporation

By: _____
[Georgeanne A. White]
[City Manager]

APPROVED AS TO FORM:
ANDREW JANZ

City Attorney
By:  3/22/2024


Jennifer M. Wharton Date
Deputy City Attorney

ATTEST:
TODD STERMER, CMC
City Clerk

By: _____
Deputy Date


Addresses:
CITY:
[City of Fresno]
Attention: [Linda Taylor]
[Administrative Manager]
[2223 G Street]
[Fresno, CA 93706]
Telephone: [(559) 621-1456]
E-Mail: [linda.taylor@fresno.gov]

[EagleShield Pest Control, Incorporated]

By:  3/5/2024

Name: Jonathan Kendrick

Title: CEO
(If corporation or LLC., Board Chair, Pres. or Vice Pres.)

By:  3/5/2024

Name: Brent Kendrick

Title: CFO
(If corporation or LLC., CFO, Treasurer, Secretary or Assistant Secretary)

REVIEWED BY: _____

SERVICE PROVIDER
Eagle Shield Pest Control, Incorporated
Attention: Brent Kendrick
General Manager
2974 Phillip Ave
Clovis, Ca 93612
Telephone: 559-475-6805
E-Mail: BrentK@eagleshieldpc.com