

# ORIGINAL

## More 4 Less Pest Control

### Routine, On-Call, and Emergency Pest Control Services

#### AGREEMENT FOR SERVICES #4681

**THIS AGREEMENT**, made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County"), and More 4 Less Pest Control, a general partnership duly qualified to conduct business in the State of California, whose principal place of business is 1390 Broadway, Suite B-256, Placerville, California 95667 (hereinafter referred to as "Contractor");

#### RECITALS

**WHEREAS**, County has determined that it is necessary to obtain a contractor to assist its Chief Administrative Office, Facilities Division in performing services necessary to provide routine, on-call, and emergency pest control services;

**WHEREAS**, Contractor has represented to County that it is specially trained, experienced, expert, and competent to perform the special services required hereunder, and County has determined to rely upon such representations;

**WHEREAS**, it is the intent of the parties hereto that such services be in conformity with all applicable state and local laws and ordinances applicable to the work, including compliance with prevailing wage rates and their payment in accordance with California Labor Code, Section 1775;

**WHEREAS**, County has determined that the provision of such services provided by Contractor are in the public's best interest and that due to the limited timeframes, temporary or occasional nature, or schedule for the project or scope of work, the ongoing aggregate of work to be performed is not sufficient to warrant the addition of permanent staff in accordance with El Dorado County Ordinance Code, Chapter 3.13.030, El Dorado County Charter, Section 210(b)(6), and/or Government Code Section 31000

**NOW, THEREFORE**, County and Contractor mutually agree as follows:

#### ARTICLE I

**Scope of Services:** Contractor agrees to furnish personnel, equipment, supplies, and services necessary to assist County's Chief Administrative Office, Facilities Division in providing routine, on-call, and emergency pest control services at various County buildings. Services shall include, but not be limited to, those tasks as identified in Exhibit A, marked "Scope of Work," incorporated herein and made by reference a part hereof.

### **Routine Pest Control Services**

Upon full execution of this Agreement, the Contract Administrator will issue a single written Notice to Proceed for all of the routine pest control services to be provided under this Agreement. Contractor shall not commence work on any of the routine services until receiving the Notice to Proceed. No payment will be made for any work performed prior to the date specified in the Notice to Proceed. The schedule for routine services shall be mutually agreed upon by the Contract Administrator and Contractor in advance of the services.

Routine service locations shall include, but not be limited to, those facilities as identified in Exhibit B marked "Fee Schedule," incorporated herein and made by reference a part hereof. In the event of a change in the locations to be serviced, the Contract Administrator will provide Contractor with a revised list of locations. When a new location is added, Contractor will provide a written quote for monthly pest control service fees for the new location and, upon Contract Administrator's approval, the Contract Administrator will provide Contractor with a revised list of monthly services, including the new location. Each such revised list shall be attached to this Agreement as an addendum subject to the terms of this Agreement, including the compensation terms of ARTICLE III, Compensation for Services. The effective date of the changes in locations shall be indicated on the revised list.

### **On-call Pest Control Services**

For each on-call work assignment, Contractor shall provide a written quote to the Contract Administrator. Upon receipt and approval of each quote, the Contract Administrator will issue a separate written Work Order to Contractor for each on-call work assignment identifying the specific site where the work will be performed, the specific equipment to be serviced, a description of the work, any required deliverables, including reports or other documents to be supplied in connection with the work assignment, a specific date by which the work shall be completed, and a not-to-exceed cost to complete the work. Contractor shall not commence work until receiving the written Work Order. No payment will be made for any on-call work performed prior to the issuance of the written Work Order.

### **Emergency Pest Control Services**

For services to be performed on an emergency basis, as determined by the Contract Administrator, authorization to perform the work necessary to ensure that property is protected may occur through verbal or email communication to Contractor. Any verbal or email authorization to perform emergency services under this Agreement will be confirmed to Contractor by a written Work Order issued by the Contract Administrator.

Contractor shall respond on-site to all requests for emergency services within forty eight (48) hours of the verbal or email service request. Any materials or equipment shall be listed on the invoice which shall list the amount being charged to County for same.

Rates in Exhibit B may be updated annually with prior written approval from the Contract Administrator.

## **ARTICLE II**

**Term:** This Agreement shall become effective when fully executed by both parties hereto and shall expire two (2) years from the date specified in the official Notice to Proceed with the Work, which shall be attached to this Agreement as an addendum and shall become part of this Agreement.

## **ARTICLE III**

**Compensation for Services:** For services provided herein, including any deliverables that may be identified in the individual Work Orders issued pursuant to this Agreement, County agrees to pay Contractor upon the satisfactory completion and County's acceptance of each work assignment monthly in arrears. Payment shall be made within forty-five (45) days following County receipt and approval of invoices detailing the services rendered.

For the purposes hereof, the billing rates shall be in accordance with Exhibit B, marked-"Fee Schedule," incorporated herein and made by reference a part hereof.

The total amount of this Agreement shall not exceed \$70,000, inclusive of all Work Orders, costs, taxes, and expenses.

Invoices shall follow the format specified by County and shall reference this Agreement number and the County-supplied Work Order number on their faces. Copies of documentation attached to invoices shall reflect Contractor's charges for the specific services billed on those invoices. Contractor shall bill County for only one (1) Work Order per invoice. Invoices shall be mailed to County at the following address:

County of El Dorado  
Chief Administrative Office  
Facilities Division  
3000 Fairlane Court, Suite One  
Placerville, California 95667

or to such other location as County directs.

In the event that Contractor fails to deliver the documents or other deliverables required by the individual Work Orders issued pursuant to this Agreement, County at its sole option may delay the monthly payment for the period of time of the delay, cease all payments until such time as the deliverables are received, or proceed as set forth herein below in ARTICLE XXIII, Default, Termination, and Cancellation, herein.

## **ARTICLE IV**

**Taxes:** Contractor certifies that as of today's date, it is not in default on any unsecured property taxes or other taxes or fees owed by Contractor to County. Contractor agrees that it shall not default on any obligations to County during the term of this Agreement.

## **ARTICLE V**

**Prevailing Wage:** County requires Contractor's services on public works project(s) involving local and/or state funds to which prevailing wage requirements may apply. As

a consequence, Contractor shall comply with all applicable state and federal prevailing wage rates, statutes, rules, and regulations then in effect. Contractor shall use the general prevailing wage rates determined by the Director of Industrial Relations for the county in which the work is to be done, which are available at the principal office of County's Chief Administrative Office, Facilities Division. Changes, if any, to the general prevailing wage rates will be available at the same location.

Future effective general prevailing wage rates which have been predetermined and are on file with the California Department of Industrial Relations are referenced but not printed in the general prevailing wage rates.

Contractor shall comply with all applicable wage requirements, as set forth in Labor Code Sections 1770 et seq., 1773.2, 1775, 1776, 1810, and 1813. In accordance with the provisions of Labor Code Section 1810, eight (8) hours of labor shall constitute a legal day's work upon all work done hereunder, and Contractor and any subcontractor authorized under this Agreement shall also conform to and be bound by the provisions of Labor Code Sections 1810 through 1815.

#### **ARTICLE VI**

**Apprentices:** Attention is directed to Sections 1777.5, 1777.6, and 1777.7 of the California Labor Code and Title 8, California Code of Regulations Section 200 et seq. To ensure compliance and complete understanding of the law regarding apprentices, and specifically the required ratio thereunder, each Contractor or subcontractor should, where some question exists, contact the Division of Apprenticeship Standards, 455 Golden Gate Avenue, San Francisco, CA 94102, or one of its branch offices prior to commencement of work on this Agreement. Responsibility for compliance with this Article lies with Contractor.

It is County policy to encourage the employment and training of apprentices on public works contracts as may be permitted under local apprenticeship standards.

#### **ARTICLE VII**

**Certified Payroll:** As required under the provisions of Labor Code Section 1776, Contractor and any subcontractors, if any are authorized herein, shall keep accurate payroll records as follows:

- A. The payroll records shall show the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by Contractor or subcontractors in connection with the services provided under this Agreement.
- B. A certified copy of all payroll records enumerated above shall be available for inspection at all reasonable hours at the principal office of Contractor as follows:
  1. Make available or furnish to the employee or his or her authorized representative on request.

2. Make available for inspection or furnished upon request to a representative of County, the State Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the State Department of Industrial Relations.
3. Make available upon request by the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through either County, the State Division of Labor Standards Enforcement, or the State Division of Apprenticeship Standards. The requesting party shall, prior to being provided the records, reimburse the costs of preparation by Contractor, subcontractor, and the entity through which the request was made. The public shall not be given access to the records at the principal office of Contractor.
4. All contractors and subcontractors must furnish electronic certified payroll records directly to the Department of Industrial Relations.

#### **ARTICLE VIII**

##### **Protection of Facilities:**

- A. Contractor shall exercise care to prevent damage to the existing building, grounds, and property while performing the Work. Any damage caused as a result of Contractor's operations shall be repaired back to its original condition by Contractor at no additional cost to County.
- B. Contractor shall provide for continuous County occupancy and operation of the facility for the duration of the project.
- C. Contractor shall provide for public use, and shall limit access to the facility as directed by County's Contract Administrator.
- D. Contractor shall provide for work by other contractors and County.
- E. Contractor shall coordinate the use of the premises, including the storage of materials, tools, and equipment with County's Contract Administrator.

#### **ARTICLE IX**

**Safety:** Contractor shall maintain safe conditions at the jobsite for the duration of the Work for the public, County staff, and all persons performing the Work. Other safety measures shall include, but not be limited to the following:

- A. Providing safe accessibility to all building entrances, keeping all sidewalks, active doors, corridors or other walkways, driveways, or any emergency vehicle access clear for the duration of the project.
- B. Keeping flammable rags, if applicable, in a sealed container and removing them from the site at the end of each work day.

## **ARTICLE X**

### **Submittals**

Contractor shall provide County's Contract Administrator with Material Safety Data Sheets (MSDS), Product Data Sheets or other manufacturers' documents including instructions, guarantees, and warranties, as applicable, for each product used, installed, or applied as part of the Work.

Contractor shall provide and maintain, on-site for the duration of the project, MSDS for all pest control products used for the work of this Project. Contractor shall provide copies of the above referenced MSDS sheets to the County's Contract Administrator forty-eight (48) hours prior to commencement of on-site work. All other submittals shall be provided timely in order to avoid delay to the Project.

## **ARTICLE XI**

**Registration of Contractors:** No contractor or subcontractor may bid on any public work project, be listed in a bid proposal for any public works project, or engage in the performance of any contract for public work unless registered with the Department of Industrial Relations pursuant to Labor Code sections 1725.5 and 1771.1. Public work projects are subject to compliance, monitoring, and enforcement by the Department of Industrial Relations.

Contractor shall post job site notices as prescribed by Title 8 of California Code of Regulations Section 16451.

## **ARTICLE XII**

**Records Examination and Audit Requirements:** Contractor and its subcontractors, if any are authorized hereunder, shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of the Agreement, including but not limited to, the costs of administering the various aspects of the Agreement. In accordance with Government Code Section 8546.7, all of the above-referenced parties shall make such materials available at their respective offices at all reasonable times during the Agreement period and for three (3) years from the date that final payment by County and all other pending matters are closed. Representatives of County, the California State Auditor, and any duly authorized representative of other government agencies shall have access to any books, documents, papers, and records that are pertinent to the Agreement for audit, examination, excerpts, and transactions and copies thereof shall be furnished upon request.

## **ARTICLE XIII**

**Payment of all Federal, State, or Local Taxes:** Any federal, state, or local tax payable on the articles furnished by Contractor under this Agreement shall be included in rates quoted herein and shall be paid by Contractor.

**ARTICLE XIV**

**Compliance with all Applicable Laws:** Contractor shall conform to and abide by all applicable federal, state, and local building, labor, environmental and safety laws, ordinances, rules, and regulations. All work and materials shall be in full accordance with the latest rules and regulations of the State Fire Marshal, safety orders of the Division of Industrial Safety, California Electrical Code, California Building Code, California Plumbing Code, and any and all other applicable laws and regulations. Nothing in this Agreement, including but not limited to, any directions, plans or specifications provided to Contractor, is to be construed to permit work not conforming to these codes.

All of Contractor's services under this Agreement shall comply with all applicable federal and state wildlife rules, regulations, and laws, including but not limited to rules, regulations, laws, procedures, and guidelines stated by the U.S. Department of the Interior Fish and Wildlife Service, California Department of Fish and Game, and the California Department of Consumer Affairs Structural Pest Control Board.

**ARTICLE XV**

**Reporting Accidents:** Contractor shall prepare and submit to County (within twenty-four [24] hours of such incidents) reports of accidents at the site and anywhere else work under this Agreement is in progress in which bodily injury is sustained or property loss in excess of five hundred dollars (\$500.00) occurs.

**ARTICLE XVI**

**Workers' Compensation:** Contractor shall comply with Labor Code Sections 3700 et seq., requiring it to obtain Workers' Compensation Insurance, and sign a certificate of knowledge thereof.

**CERTIFICATE OF KNOWLEDGE - LABOR CODE SECTION 3700**

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this Agreement.

Signed:  Dated: 3-23-20

**ARTICLE XVII**

**Changes to Agreement:** This Agreement may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto.

## **ARTICLE XVIII**

**Contractor to County:** It is understood that the services provided under this Agreement shall be prepared in and with cooperation from County and its staff. It is further agreed that in all matters pertaining to this Agreement, Contractor shall act as Contractor only to County and shall not act, unless authorized by County as Contractor to any other individual or entity affected by this Agreement nor provide information in any manner to any party outside of this Agreement that would conflict with Contractor's responsibilities to County during the term hereof.

## **ARTICLE XIX**

**Confidentiality:** Contractor shall maintain the confidentiality and privileged nature of all records, including billing records, together with any knowledge therein acquired, in accordance with all applicable state and federal laws and regulations, as they may now exist or may hereafter be amended or changed. Contractor, and all Contractor's staff, employees, and representatives, shall not use or disclose, directly, or indirectly at any time, any said confidential information, other than to County's Chief Administrative Office, Facilities Division or to such other person with County's consent for the purpose of, and in the performance of, this Agreement. This confidentiality provision shall survive after the expiration or earlier termination of this Agreement.

## **ARTICLE XX**

**Assignment and Delegation:** Contractor is engaged by County for its unique qualifications and skills as well as those of its personnel. Contractor shall not subcontract, delegate or assign services to be provided, in whole or in part, to any other person or entity without prior written consent of County.

## **ARTICLE XXI**

**Independent Contractor/Liability:** Contractor is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services required by the terms of this Agreement. Contractor exclusively assumes responsibility for acts of its employees, associates, and subcontractors, if any are authorized herein, as they relate to services to be provided under this Agreement during the course and scope of their employment.

Contractor shall be responsible for performing the work under this Agreement in a safe, professional, skillful, and workmanlike manner and shall be liable for its own negligence and negligent acts of its employees. County shall have no right of control over the manner in which work is to be done and shall, therefore, not be charged with responsibility of preventing risk to Contractor or its employees.

## **ARTICLE XXII**

**Fiscal Considerations:** The parties to this Agreement recognize and acknowledge that County is a political subdivision of the State of California. As such, County is subject to the provisions of Article XVI, Section 18 of the California Constitution and other similar fiscal and procurement laws and regulations and may not expend funds for products, equipment, or services not budgeted in a given year. It is further understood that in the normal course of County business, County will adopt a proposed budget prior



to a given fiscal year, but that the final adoption of a budget does not occur until after the beginning of the fiscal year.

Notwithstanding any other provision of this Agreement to the contrary, County shall give notice of cancellation of this Agreement in the event of adoption of a proposed budget that does not provide for funds for the services, products or equipment subject herein. Such notice shall become effective upon the adoption of a final budget, which does not provide funding for this Agreement. Upon the effective date of such notice, this Agreement shall be automatically terminated and County released from any further liability hereunder.

In addition to the above, should the Board of Supervisors during the course of a given year for financial reasons reduce or order a reduction in the budget for any County department for which services were contracted to be performed, pursuant to this paragraph in the sole discretion of County, this Agreement and any Work Orders issued pursuant to this Agreement may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

### **ARTICLE XXIII**

#### **Default, Termination, and Cancellation:**

- A. **Default:** Upon the occurrence of any default of the provisions of this Agreement, a party shall give written notice of said default to the party in default (notice). If the party in default does not cure the default within ten (10) days of the date of notice (Time to Cure), then such party shall be in default. The Time to Cure may be extended at the discretion of the party giving notice. Any extension of Time to Cure must be in writing, prepared by the party in default for signature by the party giving notice, and must specify the reason(s) for the extension and the date in which the extension of Time to Cure expires.

Notice given under this section shall specify the alleged default and the applicable Agreement provision and shall demand that the party in default perform the provisions of this Agreement within the applicable period of time. No such notice shall be deemed a termination of this Agreement unless the party giving notice so elects in this notice, or the party giving notice so elects in a subsequent written notice after the Time to Cure has expired.

- B. **Bankruptcy:** This Agreement, at the option of County, shall be terminable in the case of bankruptcy, voluntary or involuntary, or insolvency of Contractor.
- C. **Ceasing Performance:** County may terminate this Agreement immediately in the event Contractor ceases to operate as a business, or otherwise becomes unable to substantially perform any term or condition of this Agreement.
- D. **Termination or Cancellation without Cause:** County may terminate this Agreement or any Work Order issued pursuant to this Agreement in whole or in part upon seven (7) calendar days' written notice by County for any reason. If

such prior termination is effected, County will pay for satisfactory services rendered prior to the effective dates, as set forth in the Notice of Termination provided to Contractor, and for such other services which County may agree to in writing as necessary for contract resolution. In no event, however, shall County be obligated to pay more than the total amount of the Work Order or the total amount of the Agreement, as applicable. Upon receipt of a Notice of Termination, Contractor shall promptly discontinue all services affected, as of the effective date of termination set forth in such Notice of Termination, unless the Notice directs otherwise. In the event of termination, County reserves the right to take over and complete the work by contract or by any other means.

**ARTICLE XXIV**

**Notice to Parties:** All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested. Notices to County shall be in duplicate and addressed as follows:

To County:

County of El Dorado  
Chief Administrative Office  
Facilities Division  
3000 Fairlane Court, Suite One  
Placerville, California 95667

Attn.: Russell Fackrell  
Facilities Division Manager

With a copy to:

County of El Dorado  
Chief Administrative Office  
2850 Fairlane Court  
Placerville, California 95667

Attn.: Michele Weimer  
Procurement and Contracts Manager

or to such other location as County directs.

Notices to Consultant shall be addressed as follows:

More 4 Less Pest Control  
1390 Broadway, Suite B-256  
Placerville, California 95667

Attn.: Michael Keith, Partner

or to such other location as Contractor directs.

**ARTICLE XXV**

**Change of Address:** In the event of a change in address for Contractor's principal place of business, Contractor's Agent for Service of Process, or Notices to Contractor, Contractor shall notify County in writing as provided in ARTICLE XXIV, Notice to Parties. Said notice shall become part of this Agreement upon acknowledgment in writing by County's Contract Administrator, and no further amendment of the Agreement shall be necessary provided that such change of address does not conflict with any other provisions of this Agreement.

## **ARTICLE XXVI**

**Indemnity:** To the fullest extent permitted by law, Contractor shall defend at its own expense, indemnify, and hold the County harmless, its officers, employees, agents, and volunteers, against and from any and all liability, claims, suits, losses, damages, or expenses of every name, kind and description, including attorney's fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, County employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with the acts or omissions of Contractor or its officers, agents, or employees in rendering the services, operations, or performance hereunder, except for liability, claims, suits, losses, damages or expenses arising from the sole negligence or willful acts of the County, its officers and employees, or as expressly prescribed by statute. This duty of Contractor to indemnify and save County harmless includes the duties to defend set forth in California Civil Code Section 2778.

## **ARTICLE XXVII**

**Insurance:** Contractor shall provide proof of a policy of insurance satisfactory to County's Risk Management Division and documentation evidencing that Contractor maintains insurance that meets the following requirements:

- A. Full Workers' Compensation and Employers' Liability Insurance covering all employees of Contractor as required by law in the State of California.
- B. Commercial General Liability Insurance of not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage, including but not limited to endorsements for the following coverage: premises, personal injury, operations, products and completed operations, blanket contractual, and independent contractors' liability and a \$2,000,000 aggregate limit.
- C. Automobile Liability Insurance of not less than \$1,000,000 is required in the event motor vehicles are used by Contractor in performance of the Agreement.
- D. In the event Contractor is a licensed professional and is performing professional services under this Agreement, Professional Liability Insurance is required with a limit of liability of not less than \$1,000,000.
- E. Contractor shall furnish a certificate of insurance satisfactory to County's Risk Management Division as evidence that the insurance required above is being maintained.
- F. The insurance will be issued by an insurance company acceptable to County's Risk Management Division, or be provided through partial or total self-insurance likewise acceptable to the Risk Management Division.
- G. Contractor agrees that the insurance required herein shall be in effect at all times during the term of this Agreement, inclusive of the guarantee/warranty period specified hereinbelow. In the event said insurance coverage expires at any time or

times during the term of this Agreement, Contractor shall immediately provide a new certificate of insurance as evidence of the required insurance coverage. In the event Contractor fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event. New certificates of insurance are subject to the approval of County's Risk Management Division, and Contractor agrees that no work or services shall be performed prior to the giving of such approval.

- H. The certificate of insurance must include the following provisions stating that:
  - 1. The insurer will not cancel the insured's coverage without thirty (30) days prior written notice to County; and
  - 2. The County of El Dorado, its officers, officials, employees, and volunteers are included as additional insured, on an additional insured endorsement, but only insofar as the operations under this Agreement are concerned. This provision shall apply to the general liability policy.
- I. Contractor's insurance coverage shall be primary insurance in respect to County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, employees, or volunteers shall be in excess of Contractor's insurance and shall not contribute with it.
- J. Any deductibles or self-insured retentions must be declared to, and approved, by County. At the option of County, either: The insurer shall reduce or eliminate such deductibles or self-insured retentions in respect to County, its officers, officials, employees, and volunteers; or Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses.
- K. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to County, its officers, officials, employees, or volunteers.
- L. The insurance companies shall have no recourse against the County of El Dorado, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.
- M. Contractor's obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this Agreement.
- N. In the event Contractor cannot provide an occurrence policy, Contractor shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.

- O. The certificate of insurance shall meet such additional standards as may be determined by the contracting County department, either independently or in consultation with County's Risk Management Division as essential for protection of County.

#### **ARTICLE XXVIII**

**Licenses:** Contractor warrants and represents that it holds and will maintain throughout the term of this Contract all licenses, certifications, and health and safety permits required by the categories and types of work to be performed under this Agreement, including, but not limited to a Branch 2 Structural Pest Control Board License. All of the above licenses, certifications and permits shall be obtained and maintained at Contractor's sole expense.

#### **ARTICLE XXIX**

**Business License:** County's Business License Ordinance provides that it is unlawful for any person to furnish supplies or services, or transact any kind of business in the unincorporated territory of El Dorado County without possessing a County business license unless exempt under County Ordinance Code Section 5.08.070. Contractor warrants and represents that it shall comply with all of the requirements of County's Business License Ordinance, where applicable, prior to beginning work under this Agreement and at all times during the term of this Agreement.

#### **ARTICLE XXX**

**Environmental and Toxic Warranty:** Contractor warrants that its operations concerning the services and materials provided under this Agreement are not and will not be in violation of any applicable environmental federal, state, or local statute, law, or regulation dealing with hazardous materials substances or toxic substances.

#### **ARTICLE XXXI**

##### **Guarantees:**

- A. Contractor shall guarantee all materials, parts and equipment furnished and work performed for a period of one (1) year. Contractor warrants and guarantees for a period of one (1) year from the date of invoice that the work is free from all defects due to faulty materials or workmanship and Contractor shall promptly make such corrections as may be necessary, including repairs of any damage to other parts of the work resulting from such defects at no cost to County. County will give notice of observed defects with reasonable promptness. In the event that Contractor should fail to make such repairs, adjustments or other work that may be made necessary by such defects, County may do so and charge Contractor the cost thereby incurred.
- B. If a guaranty exceeding one (1) year is provided by the supplier or manufacturer of any parts or equipment used in the performance of services under this Agreement, then the guarantee for such materials shall be extended for such term. Contractor expressly agrees to act as co-guarantor of such parts, equipment and materials, and Contractor shall supply County with all warranty

and guaranty documents relative to parts, equipment and materials incorporated in the services provided and guaranteed by its suppliers or manufacturers.

- C. Contractor warrants to County that materials, parts, and equipment furnished under this Agreement will be of good quality and new, unless otherwise required or permitted by the Agreement, that the work performed will be free from defects or flaws and is of the highest quality of workmanship and that the services provided will conform with the requirements of the Agreement. Work not conforming to these requirements, including substitutions not properly approved and authorized, shall be considered defective.

#### **ARTICLE XXXII**

**Interest of Public Official:** No official or employee of County who exercises any functions or responsibilities in review or approval of services to be provided by Contractor under this Agreement shall participate in or attempt to influence any decision relating to this Agreement which affects personal interest or the interest of any corporation, partnership, or association in which he/she is directly or indirectly interested; nor shall any such official or employee of County have any interest, direct or indirect, in this Agreement or the proceeds thereof.

#### **ARTICLE XXXIII**

**Interest of Contractor:** Contractor covenants that Contractor presently has no personal interest or financial interest, and shall not acquire same in any manner or degree, in either: 1) any other contract connected with or directly affected by the services to be performed by this Agreement; or, 2) any other entities connected with or directly affected by the services to be performed by this Agreement. Contractor further covenants that in the performance of this Agreement no person having any such interest shall be employed by Contractor.

#### **ARTICLE XXXIV**

**Conflict of Interest:** The parties to this Agreement have read and are aware of the provisions of Government Code Section 1090 et seq. and Section 87100 relating to conflict of interest of public officers and employees. Contractor attests that it has no current business or financial relationship with any County employee(s) that would constitute a conflict of interest with provision of services under this Agreement and will not enter into any such business or financial relationship with any such employee(s) during the term of this Agreement. County represents that it is unaware of any financial or economic interest of any public officer or employee of Contractor relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement either party may immediately terminate this Agreement by giving written notice as detailed in ARTICLE XXIII, Default, Termination, and Cancellation, herein.

## **ARTICLE XXXV**

### **Nondiscrimination:**

- A. County may require Contractor's services on projects involving funding from various state and/or federal agencies, and as a consequence, Contractor shall comply with all applicable nondiscrimination statutes and regulations during the performance of this Agreement including but not limited to the following: Contractor and its employees and representatives shall not unlawfully discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, military and veteran status of any person, marital status, age, sex, gender, gender identity, gender expression, or sexual orientation. Contractor shall, unless exempt, comply with the applicable provisions of the Fair Employment and Housing Act (Government Code, Sections 12900 et seq.) and applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Sections 7285.0 et seq.); the applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations incorporated into this Agreement by reference and made a part hereof as if set forth in full; and Title VI of the Civil Rights Act of 1964, as amended. Contractor and its employees and representatives shall give written notice of their obligations under this clause as required by law.
- B. Where applicable, Contractor shall include these nondiscrimination and compliance provisions in any of its agreements that affect or are related to the services performed herein.
- C. Contractor's signature shall provide any certifications necessary under the federal laws, the laws of the State of California, including but not limited to Government Code Section 12990 and Title 2, California Code of Regulations, Section 8103.

## **ARTICLE XXXVI**

**California Residency (Form 590):** All independent contractors providing services to County must file a State of California Form 590, certifying their California residency or, in the case of a limited liability company or corporation, certifying that they have a permanent place of business in California. Contractor will be required to submit a Form 590 prior to execution of this Agreement, or County shall withhold seven (7) percent of each payment made to Contractor during the term of this Agreement. This requirement applies to any agreement/contract exceeding \$1,500.

## **ARTICLE XXXVII**

**County Payee Data Record Form:** All independent contractors or corporations providing services to County who do not have a Department of the Treasury Internal Revenue Service Form W-9 (Form W-9) on file with County must file a County Payee Data Record Form with County.

#### **ARTICLE XXXVIII**

**Resolution of Claims:** Contractor's attention is invited to Public Contract Code Sections 20104, et seq., for resolution of construction claims, and specifically Section 20104.2. Claims pertaining to this Agreement shall be governed by the provisions of those sections.

Your attention is directed to California Public Contract Code Section 9204, which describes procedures for the resolution of claims on public works projects. Among other things, Section 9204 requires the claimant to furnish reasonable documentation to support a claim, requires the public entity to respond to the claim within forty-five (45) days of receipt of the claim, and allows for the claimant to demand an informal meet and confer conference for settlement of the issues in dispute. For any portion of a claim that remains in dispute, Section 9204 requires submission of the claim to nonbinding mediation. Additionally, Section 9204 requires the public entity to make any payment due on an undisputed portion of the claim within sixty (60) days of the public entity's written response and to pay interest at the rate of seven percent (7%) per annum on any amounts not paid in a timely manner. The claims procedures described herein and in any other contract documents are in addition to the procedures required by Section 9204 and, in the event of a conflict between those various procedures, the more stringent procedures will control.

#### **ARTICLE XXXIX**

**California Forum and Law:** Any dispute resolution action arising out of this Agreement, including, but not limited to, litigation, mediation, or arbitration, shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of California.

#### **ARTICLE XL**

**Contract Administrator:** The County Officer or employee with responsibility for administering this Agreement is Russell Fackrell, Facilities Division Manager, Chief Administrative Office, or successor.

#### **ARTICLE XLI**

**Authorized Signatures:** The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties the obligations set forth herein.

#### **ARTICLE XLII**

**Partial Invalidity:** If any provision, sentence, or word of the Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions, sentences, or words will continue in full force and effect without being impaired or invalidated in any way.



**ARTICLE XLIII**

**No Third Party Beneficiaries:** Nothing in this Agreement is intended, nor will be deemed, to confer rights or remedies upon any person or legal entity not a party to this Agreement.

**ARTICLE XLIV**

**Counterparts:** This Agreement may be executed in one or more counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument.

**ARTICLE XLV**

**Entire Agreement:** This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties, and they incorporate or supersede all prior written or oral agreements or understandings.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below.

--COUNTY OF EL DORADO--

By:  Dated: 3/25/2020

Purchasing Agent  
"County"

--MORE 4 LESS PEST CONTROL--

By:  Dated: 3-23-20

Michael Keith  
Partner  
"Contractor"

By:  Dated: 3-23-20

Teresa Keith  
Partner  
"Contractor"

More 4 Less Pest Control  
Exhibit B  
Fee Schedule

Location	Number of Services Annually	Cost Per Service	Amount
<b>Pest Services</b> Parks Division 200 Armory Dr. to include general pest and rodent control Even months	6	\$110.00	\$660.00
<b>Pest Services</b> Health Dept 929 & 931 Spring Street to include general pest and rodent control Even months	6	\$110.00	\$660.00
<b>Pest Services</b> Museum 100 Placerville Dr. to include general pest and rodent Control Even months	6	\$110.00	\$660.00
<b>Pest Services</b> Veterans Memorial Building 130 Placerville Dr. to include general pest and rodent control Even months	6	\$110.00	\$660.00
<b>Pest Services</b> Main Jail 300 Forni Rd to include general pest and rodent control Even months	6	\$110.00	\$660.00
<b>Pest Services</b> Senior Day Care 935 Spring St A to include general pest and rodent control Even months	6	\$110.00	\$660.00
<b>Pest Services</b> Mental Health Psych 935 Spring St B to include general pest and rodent control Even months	6	\$110.00	\$660.00
<b>Pest Services</b> Senior Nutrition 937 Spring St to include general pest and rodent services Even months	6	\$110.00	\$660.00

More 4 Less Pest Control  
Exhibit B  
Fee Schedule

Location	Number of Services Annually	Cost Per Service	Amount
<b>Pest Services</b>			
El Dorado Hills Senior Center 990 Lassen Lane to include general pest and rodent services Even months	6	\$110.00	\$660.00
<b>Pest Services</b>			
Cameron Park Library 2500 Country Club Dr. to include general pest and rodent services Even months	6	\$110.00	\$660.00
<b>Pest Services</b>			
County Office - 525 Main St. Placerville Rodent services only Even months	6	\$110.00	\$660.00
<b>Pest Services</b>			
Water Treatment Facility Rodent services only Even months	6	\$200.00	\$1,200.00
<b>Pest Services</b>			
Animal Control - Diamond Springs to include general pest and rodent services Every month	12	\$170.00	\$2,040.00
<b>Pest Services</b>			
El Dorado Hills Library to include general pest and rodent services Odd months	6	\$210.00	\$1,260.00
<b>Pest Services</b>			
Building B 360 Fair Lane to include general pest and rodent services Odd months	6	\$110.00	\$660.00
<b>Pest Services</b>			
Old Juvenile Hall 299 Fair Lane to include general pest and rodent services Odd months	6	\$110.00	\$660.00

More 4 Less Pest Control  
Exhibit B  
Fee Schedule

Location	Number of Services Annually	Cost Per Service	Amount
<b>Pest Services</b>			
Agriculture Annex UC ext. 311 Fair Lane to include general pest and rodent services Odd months	6	\$110.00	\$660.00
<b>Pest Services</b>			
Building A 330 Fair Lane to include general pest and rodent services Odd months	6	\$100.00	\$660.00
<b>Pest Services</b>			
Main Library 345 Fair Lane to include general pest and rodent services Odd months	6	\$110.00	\$660.00
<b>Pest Services</b>			
Pollock library 6210 Pony Express trl. to include general pest and rodent services Even months	6	\$140.00	\$840.00
<b>Pest Services</b>			
Building C 2850 Fair Lane Court to include general pest and rodent services Odd months	6	\$110.00	\$660.00
<b>Pest Services</b>			
SLT Buildings include DOT, Animal Services, SLT Jail, SLT Juvenile Treatment, Offices at Johnson Blvd, El Dorado Center, Vector Control, & SLT Library Monthly*	12	\$880.00	\$10,650.00
<b>Pest Services</b>			
Old Sheriff's Dept 300 Fair Lane to include general pest and rodent services Odd months	6	\$110.00	\$660.00
<b>Pest Services</b>			
Agriculture Bldg. 311 Fair Lane to include general pest and rodent services Odd months	6	\$110.00	\$660.00

More-4-Less  
Emergency and On-call Rates

Year One: 4/23/2020 to 4/22/2021

Regular standard hours: \$200/hour  
After hours/Overtime/Emergency: \$215/hour

Bed Bug Extermination, Regular Standard Hours: \$300/hr.  
Bed Bug Extermination, After hours/Overtime/Emergency: \$360/hr.

Year Two: 4/23/2021 to 4/22/2022

Regular standard hours: \$220/hour  
After hours/Overtime/Emergency: \$236/hour

Bed Bug Extermination, Regular Standard Hours: \$320/hr.  
Bed Bug Extermination, After hours/Overtime/Emergency: \$390/hr.

NOTES:

Additional bait boxes will be a charge of \$35.00 each.

Regular Standard Hours rate will be charged for on-call services provided Monday through Friday from 8:00 A.M. to 4:00 P.M.

After Hours/Overtime/Emergency rate will be charged when on-call services are provided on Saturdays, Sundays, County holidays, or during times outside Regular Standard Hours and/or for Emergency Services.

More 4 Less Pest Control will bill each service within 30 days of completion.

## **More 4 Less Pest Control**

### **Exhibit A**

#### **Scope of Work**

Contractor agrees to furnish personnel, equipment, materials, supplies, and services necessary to provide routine preventative pest control services, and on-call and emergency pest control services for various County-operated facilities. Services shall include, but not be limited to, spraying and/or trapping ants, spiders, earwigs, wasps, termites, birds, bats, mice, and rats, and any other nuisance insects and small animals.

All of Contractor's services under this Agreement shall comply with all applicable federal, state, County and local rules, regulations, and laws including but not limited to rules, regulations, and procedures of the Environmental Protection Agency (EPA), the United States Department of Labor Occupational Safety and Health Administration, the California Department of Industrial Relations Division of Occupational Safety and Health, the California Department of Consumer Affairs Structural Pest Control Board, the California Department of Pesticide Regulations, and County Department of Agriculture and Environmental Management Department rules, regulations, and reporting requirements.

Contractor shall be responsible for the safe use of all pesticides. All pesticides used by Contractor must be registered with the EPA, the California Department of Pesticide Regulations, and the appropriate County and/or local jurisdictions. Transport, handling, and use of all pesticides shall be in strict accordance with the manufacturer's label instructions and all applicable federal, state, County, and local laws and regulations. The environment and the public shall be protected at all times.

Protective clothing, equipment, and devices shall at a minimum, conform to Occupational Safety and Health Administration (OSHA) standards for the products being used.

Contractor shall provide County's Contract Administrator with Material Safety Data Sheets for all chemicals to be used at County-operated facilities prior their use. Materials Safety Data Sheets shall be in the possession of Contractor all times while pest control services using chemicals are being provided.