

# More 4 Less Pest Control

## FIRST AMENDMENT TO AGREEMENT FOR SERVICES #6468

**THIS FIRST AMENDMENT** to that Agreement for Services #6468 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**, Contractor has been engaged by County to assist its Chief Administrative Office, Facilities Division in performing services necessary for routine, as-needed, and emergency pest control services at various County operated facilities, pursuant to Agreement for Services #6468, dated April 20, 2022, incorporated herein and made by reference a part hereof (hereinafter referred to as "Agreement");

**WHEREAS**, the parties hereto desire to amend the Agreement to include service rates for as-needed and emergency pest control services for the term of the Agreement, amending **ARTICLE III, Compensation for Services**, and adding **Exhibit B**;

**WHEREAS**, the parties hereto desire to amend specific Articles to include subcontractor language;

**NOW, THEREFORE**, in consideration of the foregoing and the mutual promises and covenants hereinafter contained, County and Contractor mutually agree to amend the terms of the Agreement in this First Amendment to Agreement for Services #6468 on the following terms and conditions:

**I. The following Articles of the Agreement are fully-replaced in their entirety to read as follows:**

#### **ARTICLE I**

**Scope of Work:** Contractor is engaged in the business of doing the services and tasks required under this Agreement, including those services and tasks that are reasonably necessary for the completion of the work identified in the Scope of Work.

Contractor shall furnish, at Contractor's own cost and expense, all personnel, subcontractors, services, tools, vehicles, supplies, and equipment or any other materials, necessary to perform the services and tasks required under this Agreement, including those services and tasks that are identified in the Scope of Work, and those services and tasks that reasonably necessary for the completion of the work identified in the Scope of Work.

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.

Contractor shall perform the services and tasks required under this Agreement in a safe, professional, skillful, and workmanlike manner. Contractor is responsible for ensuring that its employees, as well as any subcontractor, perform the services and tasks required under this Agreement accordingly.

Contractor acknowledges that the work performed must meet the approval of County, and therefore County reserves the right to monitor the work to ensure its satisfactory completion. Contractor shall receive direction from County's Contract Administrator.

Contractor shall transport, handle, and use all registered pesticides in strict accordance with the manufacturer's product labeling instructions and follow the crack and crevice, spot, general, and space methods of treatment consistent with industry standards. All pesticides used by the Contractor shall be registered with the United States Environmental Protection Agency (EPA) and the State of California. Pesticides used shall comply with all applicable Occupational Safety and Health Administration (OSHA), EPA, Food and Drug Administration (FDA), United States Department of Agriculture (USDA) and the State of California Department of Pesticide Regulation (DPR) safety regulations and standards including requirements under the current Federal Insecticide, Fungicide, and Rodenticide Act. Furthermore, Contractor shall comply with all pesticide regulations and registration requirements of the El Dorado and Alpine Counties Department of Agriculture and Weights and Measures. Where there is a conflict between applicable regulations, the most stringent shall apply.

Upon full execution of this Agreement, County's Contract Administrator will issue a single written Notice to Proceed for all of the routine and recurring 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 County's Contract Administrator and Contractor in advance of performing the routine services.

Routine service locations shall include, but not be limited to, those facilities as identified in Exhibit A marked "Fee Schedule," incorporated herein and made by reference a part hereof. In the event of a change in the service locations, County's Contract Administrator will provide Contractor with a revised list of locations. When a new location is requested by County's Contract Administrator, Contractor will provide a written quote with proposed services, service frequency, and cost per service for the requested pest control services for the new location. Upon County Contract Administrator's review and approval, County's Contract Administrator will

provide Contractor with a revised list of service locations. Each 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.

For each as-needed (non-routine), non-emergency work assignment, the specific services for each assignment shall be determined at a meeting, by email, or telephone conference between County's Contract Administrator and Contractor. Contractor shall provide a written quote to County's Contract Administrator. Upon receipt and approval of each quote, County's Contract Administrator will issue a separate written Work Order to Contractor for each non-emergency work assignment identifying the specific site where the work will be performed; the specific building(s) or ground(s) to be serviced; a description of the work or other services to be performed; 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 non-emergency work performed prior to the issuance of the written Work Order.

For services to be performed on an emergency basis, as determined by County's 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 County's Contract Administrator. Contractor shall respond to all requests for emergency services with Contractor's personnel on-site within forty-eight (48) hours from the time the County's Contract Administrator transmitted the verbal or email service request.

All of the services included in the Scope of Work, or in the individual Work Orders issued pursuant to this Agreement, are the responsibility of Contractor unless specifically described as a task or item of work to be provided by County. Contractor shall be responsible for the supervision, administration, and work performed by any subcontractor for services rendered under this Agreement. 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, agents, associates, representatives, or subcontractors. The period of performance for Work Orders shall be in accordance with dates specified in each Work Order. No Work Order will be written which extends beyond the expiration date of this Agreement.

If a submittal or deliverable is required to be an electronic file, Contractor shall produce the file using Microsoft (MS) Office 2010 applications (specifically, MS Word, MS PowerPoint, and MS Excel). Signed reports shall be submitted in Adobe

portable document format (PDF). Newer versions of software may be used and other types of software used for analytical purposes may be authorized if approved in advance of the submittal by County's Contract Administrator. Contractor shall submit all deliverables to County's Contract Administrator. Failure to submit the required deliverables in the format required may be grounds for termination of the Agreement, as provided in ARTICLE XX, Default, Termination, and Cancellation, herein.

### **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, as applicable, County agrees to pay Contractor upon the satisfactory completion and County's acceptance of each work assignment 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 for monthly routine pest control services shall be in accordance with Exhibit A, marked "Fee Schedule," incorporated herein and made by reference a part hereof.

For the purposes hereof, the billing rates for as-needed and emergency pest control services shall be in accordance with Exhibit B, marked "As-Needed and Emergency Services Rate Schedule," incorporated herein and made by reference a part hereof.

Subcontractors' services authorized herein shall be invoiced at Contractor's cost, with a fifteen percent (15%) markup, for the services rendered. Any invoices that include subcontractor services shall be accompanied by backup documentation to substantiate Contractor's costs for the services being billed on those invoices.

The total amount of this Agreement shall not exceed \$150,000, inclusive of all Work Orders and amended Work Orders, all work of subcontractors, and all costs, taxes, and expenses. It is understood and agreed that there is no guarantee, either expressed or implied that this dollar amount will be authorized under this Agreement through Work Orders.

Any materials or equipment shall be listed on the invoice which shall list the amount being charged to County for same. Labor shall include travel portal to portal.

With the exception of emergency Work Orders, no payment will be made for any work performed prior to approval and full execution of the Work Order or beyond the earlier of the expiration date of the Work Order or expiration of the underlying Agreement, and no payment will be made for amounts in excess of the not-to-exceed amount of the Work Order unless County's Contract Administrator and Contractor amend the Work Order. No payment will be made for any work performed before or after the period of performance in the Work Order, unless

County's Contract Administrator and Contractor amend the Work Order. No Work Order will be written which exceeds the cumulative total of the not-to-exceed dollar amount of this Agreement.

Invoices shall follow the format specified by County and shall reference this Agreement number and County-supplied Work Order number both on their faces, as applicable. 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, as applicable. 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 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 XX, Default, Termination, and Cancellation, herein.

#### **ARTICLE XIV**

**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. There shall be no change in subcontractors, which shall be established at the issuance of individual Work Orders, without prior written approval by County's Contract Administrator.

#### **ARTICLE XVII**

**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. County may, at its sole discretion, through its Contract Administrator, authorize Contractor to utilize subcontractors for services performed in ARTICLE I, Scope of Work, for the particular tasks, work and deliverables identified therein or as identified in the individual Work Orders issued pursuant to this Agreement. Said authorization and approval shall be sought and obtained by Contractor prior to subcontractors' commencement of any work under this Agreement. Specific subcontractors shall be authorized in individual Work Orders issued pursuant to this Agreement. Contractor shall require each subcontractor, to the extent of the work to be

performed by the subcontractor, to be bound to Contractor by the terms of this Agreement and to assume toward Contractor all of the obligations and responsibilities that Contractor, by this Agreement, assumes toward County.

#### **ARTICLE XXIV**

**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 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 or professional consultant 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. In the event said insurance coverage expires at any time or times during the term of this Agreement, Contractor agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of Risk Management and Contractor agrees that no work or services shall be performed prior to the giving of such approval. 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.

- 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.

- P. Contractor shall ensure that all subcontractors authorized pursuant to this Agreement shall maintain workers' compensation, general liability, automobile liability, and professional liability insurance as specified above and shall provide County with proof of same if requested.

#### **ARTICLE XXV**

**Licenses:** Contractor warrants and represents that Contractor and any of its subcontractors employed under this Agreement 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 1, Branch 2, and Branch 3 Structural Pest Control Board License. All of the above licenses, certifications and permits shall be obtained and maintained at Contractor's and subcontractors' sole expense.

Contractor and any subcontractor employed under this Agreement shall possess and maintain a valid Pest Control Business License issued by the State of California Department of Pesticide Regulation (DPR) for the duration of this Agreement. The Contractor and subcontractor are responsible for providing only experienced personnel who have been trained and certified by the State of California to handle and apply the classes of pesticide products necessary for the pest control services described herein. The Contractor's and subcontractor's personnel shall possess and maintain, as appropriate to their job descriptions, Qualified Applicator Certificates, or Qualified Applicator Licenses, for the duration of this agreement.

Except as herein amended, all other parts and sections of Agreement for Services #6468 shall remain unchanged and in full force and effect.

**IN WITNESS WHEREOF**, the parties hereto have executed this First Amendment to Agreement for Services #6468 on the dates indicated below.

**-- COUNTY OF EL DORADO --**

By: \_\_\_\_\_

Dated: \_\_\_\_\_

Purchasing Agent  
Chief Administrative Office  
"County"

**-- MORE 4 LESS PEST CONTROL --**

By: \_\_\_\_\_

Dated: \_\_\_\_\_

Michael Keith  
Partner  
"Contractor"

By: \_\_\_\_\_

Dated: \_\_\_\_\_

Teresa Keith  
Partner

# More 4 Less Pest Control

## Exhibit B

### As-Needed and Emergency Services Rate Schedule

#### Year One – 04/23/2022-04/22/2023:

Regular standard hours\*: \$242/hour

After-hours/overtime/emergency\*: \$260/hour

Bed bug extermination, regular standard hours: \$352/hour

Bed bug extermination, after-hours/overtime/emergency: \$429/hour

#### Year Two – 04/23/2023-04/22/2024:

Regular standard hours: \$254/hour

After-hours/overtime/emergency: \$273/hour

Bed bug extermination, regular standard hours: \$370/hour

Bed bug extermination, after-hours/overtime/emergency: \$450/hour

#### NOTES:

\*Regular standard hours rates shall be charged for as-needed services provided Monday through Friday from 8:00 a.m. to 4:00 p.m. Pacific Time.

\*After-hours/overtime/emergency rates shall be charged when as-needed services are provided on Saturdays, Sundays, County-recognized holidays, or during times outside of regular standard hours, and/or for emergency services.

Additional bait boxes shall be charged at \$40.00 each.

Contractor shall bill each service within thirty (30) days of completion.

#### Subcontractor Services:

Subcontractor services shall be invoiced in accordance with ARTICLE III, Compensation for Services.