

FISCAL PROCEDURES APPROVED  
JEANINE J. REY, FINANCE DIRECTOR  
BY: *JEANINE J. REY* 5/6/14

FORM APPROVED COUNTY COUNSEL  
DATE: 5/5/14  
BY: NEAL R. KIPNIS  
Departmental Concurrence

**SUBMITTAL TO THE FLOOD CONTROL AND  
WATER CONSERVATION DISTRICT BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

511B



**FROM:** General Manager-Chief Engineer

**SUBMITTAL DATE:**  
May 20, 2014

**SUBJECT:** Ratification and Approval of Contractor Services Agreement for Pest Control Services  
3.25 years, [\$18,852 total]; [\$1,518 for FY 2013/14]; [\$5,778 per Fiscal Year for  
FY 2014/15 through FY 2016/17]; District Funds 100%

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Ratify and approve the Contractor Services Agreement between the District and Orkin Services of California, Inc. (Contractor); and
2. Authorize the Chairman to execute the Agreement documents on behalf of the District.

**BACKGROUND:**

**Summary**

This Contractor Services Agreement (Agreement) sets forth the terms and conditions by which the Contractor will provide pest control services for the District's administrative buildings located at 1995 Market Street, Riverside, California.

Continued on Page 2

P8/160564  
AMR:rlp

*Warren D. Williams*  
WARREN D. WILLIAMS  
General Manager-Chief Engineer

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
<b>COST</b>	\$ 1,518	\$ 5,778	\$ 18,852	\$ N/A	Consent <input type="checkbox"/> Policy <input type="checkbox"/>
<b>NET DISTRICT COST</b>	\$ 1,518	\$ 5,778	\$ 18,852	\$ N/A	
<b>SOURCE OF FUNDS:</b> 15100-947200-522320 Administration Maintenance Grounds				<b>Budget Adjustment:</b> No	
				<b>For Fiscal Year:</b> 13/14 - 16/17	

**C.E.O. RECOMMENDATION:**

APPROVE

BY: *Steven C. Horn*  
Steven C. Horn

County Executive Office Signature

**MINUTES OF THE BOARD OF SUPERVISORS**

☐ A-30  
☐ Positions Added  
☐ 4/5 Vote  
☐ Change Order

Prev. Agn. Ref.:

District: All

Agenda Number:

11-4

**SUBMITTAL TO THE FLOOD CONTROL AND WATER CONSERVATION DISTRICT  
BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

**FORM 11:** Ratification and Approval of Contractor Services Agreement for Pest Control Services  
3.25 year, [\$18,852 total]; [\$1,518 for FY 2013/14]; [\$5,778 per Fiscal Year for FY 2014/15  
through FY 2016/17]; District Funds 100%

**DATE:** May 20, 2014

**PAGE:** Page 2 of 2

**BACKGROUND:**

**Summary (continued)**

County Counsel has approved the Agreement as to legal form and the Contractor has executed the Agreement.

**Impact on Residents and Businesses**

Costs incurred under this Agreement will be funded by ad-valorem property tax revenue and entails no new fees, taxes or bonded indebtedness.

**SUPPLEMENTAL:**

**Additional Fiscal Information**

Sufficient funding is available in the District's budget for Fiscal Year 2013-2014 and will be included in the proposed budget(s) for Fiscal Years 2014-2015 through 2016-2017.

**Contract History and Price Reasonableness**

In accordance with the Purchasing Guidelines, on August 21, 2013, the District posted a Request for Quote FCA91059 for pest control services on the District's website from August 21, 2013 through September 12, 2013. Four (4) vendors responded and submitted their quotes. Out of the four (4) quotes received, only three (3) were eligible for consideration. The ineligible quote was received after the bid close date and deemed not acceptable. Orkin Services of California, Inc., was selected as the lowest, responsive bidder with a not-to-exceed cost of \$5,778 per year.

TT/AMR:rlp

CONTRACTOR SERVICES AGREEMENT  
PEST CONTROL SERVICES  
(FY 2013/14 through FY 2016/17)

The Riverside County Flood Control and Water Conservation District, hereinafter called "DISTRICT", and Orkin Services of California, Inc., hereinafter called "CONTRACTOR", hereby agree as follows:

1. PROJECT – CONTRACTOR shall provide pest control services for DISTRICT, as further described in the Scope of Services attached hereto as Exhibit "A" and made a part hereof, and in accordance with applicable federal, state, and local laws and regulations.
2. SCOPE OF SERVICES – DISTRICT hereby retains CONTRACTOR, as an independent contractor, to furnish tools, equipment, facilities, materials, labor and incidentals necessary to perform in a complete, skillful and professional manner those services set forth in Exhibit "A", and CONTRACTOR agrees to perform said services in accordance with the schedule specified herein. CONTRACTOR shall not perform any additional work, including any optional pest control services, except as directed by DISTRICT in writing.
3. TIME FOR PERFORMANCE – CONTRACTOR shall not commence performance of any work or services, for any reason whatsoever, until DISTRICT has provided CONTRACTOR with a written Notice to Proceed authorizing CONTRACTOR to initiate work pursuant to this Agreement. No payment will be made for any work or services performed prior to the issuance of said Notice to Proceed. The term of this Agreement shall commence on the date it is executed by DISTRICT'S Board of Supervisors and shall terminate at midnight on June 30, 2017.
4. COMPENSATION – DISTRICT shall pay CONTRACTOR for actual services satisfactorily performed and expenses incurred in accordance with the rates as set forth on Exhibit "B" attached hereto and made a part hereof. The amount compensation paid to

1 CONTRACTOR for performance of pest control services approved pursuant to this  
2 Agreement shall not exceed: i) one thousand five hundred eighteen dollars (\$1,518) for  
3 Fiscal Year 2013-2014, ii) five thousand seven hundred seventy-eight dollars (\$5,778) in  
4 any fiscal year thereafter, and iii) the total sum of eighteen thousand eight hundred fifty-  
5 two dollars (\$18,852) over the entire term of this Agreement.  
6

- 7 5. PAYMENT – Upon satisfactory performance of CONTRACTOR'S services as set forth  
8 herein, DISTRICT shall pay CONTRACTOR within thirty (30) days after DISTRICT'S  
9 receipt of CONTRACTOR'S appropriate invoice. DISTRICT shall not pay interest or  
10 finance charges on any outstanding balance(s). CONTRACTOR shall keep employee and  
11 expense records according to customary accounting methods and such records shall be  
12 available for inspection by DISTRICT to verify the invoices of CONTRACTOR. All  
13 invoices shall itemize charges to conform to the portion(s) of work and rates as set forth in  
14 Exhibits "A" and "B".  
15

16 Except as specifically provided for and stated in this Agreement or Exhibit "B", the  
17 DISTRICT shall not be responsible for payment of any of CONTRACTOR'S expenses  
18 related to this Agreement.  
19

- 20 6. LICENSES – CONTRACTOR, its employees, agents and subcontractors shall possess  
21 appropriate federal, state and/or local permits and maintain professional licenses required  
22 by the applicable federal, state and local regulations at all times while performing services  
23 under this Agreement.

- 24 7. NOTICES – Any and all notices sent or required to be sent to the parties of this Agreement  
25 will be mailed by first class mail, postage prepaid, to the following addresses:  
26  
27  
28

1 RIVERSIDE COUNTY FLOOD CONTROL  
2 AND WATER CONSERVATION DISTRICT  
3 1995 Market Street  
4 Riverside, CA 92501  
5 Attn: Finance Division

ORKIN SERVICES OF  
CALIFORNIA, INC.  
12710 Magnolia Avenue  
Riverside, CA 92503  
Attn: Denicia Lechleiter

8. INSURANCE – CONTRACTOR shall not commence operations until DISTRICT has been furnished with original certificate(s) of insurance and original certified copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section.

Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold DISTRICT harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverages during the term of this Agreement:

A. Workers' Compensation

If CONTRACTOR has employees as defined by the State of California, CONTRACTOR shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employer's Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. Policy shall be endorsed to waive subrogation in favor of DISTRICT and, if applicable, to provide a Borrowed Servant/Alternate Employer endorsement.

B. Commercial General Liability

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of CONTRACTOR'S performance

of its obligations hereunder. Policy shall name the Riverside County Flood Control and Water Conservation District, the County of Riverside, its agencies, districts, special districts, and departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, employees, agents or representatives as additional insureds. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit.

C. Vehicle Liability

If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, CONTRACTOR shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit. Policy shall name the Riverside County Flood Control and Water Conservation District, the County of Riverside, its agencies, districts, special districts, and departments, their respective directors, officers, Board of Supervisors, elected or appointed officials, employees, agents or representatives as additional insureds.

D. General Insurance Provisions – All Lines

- 1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A.M. BEST rating of not less than an A: VIII (A: 8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager

1                   waives a requirement for a particular insurer such waiver is only valid for  
2                   the specific insurer and only for one (1) policy term.

3                   2)     CONTRACTOR must declare its insurance self-insured retention for each  
4                   coverage required herein. If any such self-insured retention exceeds  
5                   \$500,000 per occurrence each such retention shall have the prior written  
6                   consent of the County Risk Manager before the commencement of  
7                   operations under this Agreement. Upon notification of self-insured  
8                   retention deemed unacceptable to DISTRICT, and at the election of the  
9                   County's Risk Manager, CONTRACTOR'S carriers shall either: 1) reduce  
10                  or eliminate such self-insured retention with respect to this Agreement  
11                  with DISTRICT, or 2) procure a bond which guarantees payment of losses  
12                  and related investigations, claims administration, and defense costs and  
13                  expenses.  
14

15  
16                  3)     CONTRACTOR shall cause their insurance carrier(s) to furnish  
17                  DISTRICT with: 1) a properly executed original certificate(s) of insurance  
18                  and original certified copies of endorsements effecting coverage as  
19                  required herein; and 2) if requested to do so orally or in writing by the  
20                  County Risk Manager, provide original certified copies of policies  
21                  including all endorsements and all attachments thereto, showing such  
22                  insurance is in full force and effect. Further, said certificate(s) and  
23                  policies of insurance shall contain the covenant of the insurance carrier(s)  
24                  that thirty (30) days written notice shall be given to DISTRICT prior to  
25                  any material modification, cancellation, expiration, or reduction in  
26                  coverage of such insurance. In the event of a material modification,  
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1 cancellation, expiration, or reduction in coverage, this Agreement shall  
2 terminate forthwith, unless DISTRICT receives, prior to such effective  
3 date, another properly executed original certificate of insurance and  
4 original copies of endorsements or original certified policies, including all  
5 endorsements and attachments thereto, evidencing coverages set forth  
6 herein and the insurance required herein is in full force and effect.  
7 Individual(s) authorized by the insurance carrier to do so on its behalf  
8 shall sign the original endorsements for each policy and the certificate of  
9 insurance.  
10

11 4) It is understood and agreed by the parties hereto that CONTRACTOR'S  
12 insurance shall be construed as primary insurance, and DISTRICT'S  
13 insurance and/or deductibles and/or self-insured retentions or self-insured  
14 programs shall not be construed as contributory.  
15

16 5) If, during the term of this Agreement or any extension thereof, there is a  
17 material change in the scope of services; or there is a material change in  
18 the equipment to be used in the performance of the scope of work which  
19 will add additional exposures (such as the use of aircraft, watercraft,  
20 cranes, etc.); or the term of this Agreement, including any extensions  
21 thereof, exceeds five (5) years, DISTRICT reserves the right to adjust the  
22 types of insurance required under this Agreement and the monetary limits  
23 of liability for the insurance coverage currently required herein, if, in the  
24 County Risk Manager's reasonable judgment, the amount or type of  
25 insurance carried by CONTRACTOR has become inadequate.  
26  
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- 1                   6)     CONTRACTOR shall pass down the insurance obligations contained  
2                   herein to all tiers of subcontractors working under this Agreement.  
3                   7)     The insurance requirements contained in this Agreement may be met with  
4                   a program(s) of self-insurance acceptable to DISTRICT.  
5                   8)     CONTRACTOR agrees to notify DISTRICT of any claim by a third party  
6                   or any incident or event that may give rise to a claim arising from the  
7                   performance of this Agreement.  
8

9     9.     INDEMNIFICATION – CONTRACTOR shall indemnify and hold harmless DISTRICT  
10           (including its directors, officers, Board of Supervisors, elected and appointed officials,  
11           employees, agents and representatives) from any liability, claim, damage, proceeding or  
12           action, present or future, based upon, arising out of or in any way relating to  
13           CONTRACTOR'S (including its officers, employees, subcontractors and agents) actual  
14           or alleged negligent, reckless or willful misconduct, acts or omissions related to this  
15           Agreement, performance under this Agreement, or failure to comply with the  
16           requirements of this Agreement, including but not limited to: (a) property damage; (b)  
17           bodily injury or death; or (c) any other element of any kind or nature whatsoever.  
18           CONTRACTOR shall defend, at its sole expense, including all costs and fees (including  
19           but not limited to attorney fees, cost of investigation, defense and settlements or awards),  
20           DISTRICT (including its directors, officers, Board of Supervisors, elected and appointed  
21           officials, employees, agents and representatives) in any claim, proceeding or action for  
22           which indemnification is required.  
23  
24

25           With respect to any of CONTRACTOR'S indemnification requirements, CONTRACTOR  
26           shall, at its sole cost, have the right to use counsel of their own choice and shall have the  
27           right to adjust, settle, or compromise any such claim, proceeding or action without the  
28

1 prior consent of DISTRICT; provided, however, that such adjustment, settlement or  
 2 compromise in no manner whatsoever limits or circumscribes CONTRACTOR'S  
 3 indemnification obligations to DISTRICT.

4 CONTRACTOR'S indemnification obligations shall be satisfied when CONTRACTOR  
 5 has provided to DISTRICT the appropriate form of dismissal (or similar document)  
 6 relieving DISTRICT from any liability for the claim, proceeding or action involved.

7 The specified insurance limits required in this Agreement shall in no way limit or  
 8 circumscribe CONTRACTOR'S obligations to indemnify and hold harmless DISTRICT  
 9 from third party claims.

10 In the event there is conflict between this Section and California Civil Code Section  
 11 2782, this Section shall be interpreted to comply with California Civil Code Section  
 12 2782. Such interpretation shall not relieve the CONTRACTOR from indemnifying  
 13 DISTRICT (including its directors, officers, Board of Supervisors, elected and appointed  
 14 officials, employees, agents and representatives) or the County of Riverside to the fullest  
 15 extent allowed by law.

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 17  
 18 10. TERMINATION – At any time during the term of this Agreement, DISTRICT may:

19 A. Agreement

- 20  
 21 1) Terminate this Agreement without cause upon providing CONTRACTOR  
 22 thirty (30) days written notice stating the extent and effective date of  
 23 termination; or  
 24 2) Upon five (5) days written notice, terminate this Agreement for  
 25 CONTRACTOR default, if CONTRACTOR refuses or fails to comply  
 26 with the provisions of this Agreement or fails to make progress so as to  
 27 endanger performance and does not cure such failure within a reasonable  
 28

1 period of time. In the event of such termination, the DISTRICT may  
2 proceed with the work in a manner deemed proper to DISTRICT.

3 In the event DISTRICT issues a Notice of Termination, CONTRACTOR shall: i)  
4 stop all work under this Agreement on the date specified in the Notice of  
5 Termination; and ii) transfer to DISTRICT and deliver in the manner, and to the  
6 extent, if any, as directed by DISTRICT, any equipment, data or reports which, if  
7 the Agreement had been completed, would have been required to be furnished to  
8 DISTRICT.  
9

10 In the event DISTRICT terminates this Agreement, DISTRICT shall make  
11 payment for all services performed in accordance with this Agreement to the date  
12 of termination, a total amount which bears the same ratio to the total maximum  
13 fee otherwise payable under this Agreement as the services actually bear to the  
14 total services necessary for performance of this Agreement. Notwithstanding any  
15 of the other provision of this Agreement, CONTRACTOR'S rights under this  
16 Agreement shall terminate (except for fees accrued prior to the date of  
17 termination) upon dishonesty, or a willful or material breach of this Agreement by  
18 CONTRACTOR; or in the event of CONTRACTOR'S unwillingness or inability  
19 for any reason whatsoever to perform the duties hereunder; or if the Agreement is  
20 terminated pursuant to Section 15 (NON-DISCRIMINATION). In such event,  
21 CONTRACTOR shall not be entitled to any further compensation under this  
22 Agreement. The rights and remedies of DISTRICT provided in this Section shall  
23 not be exclusive and are in addition to any other rights and remedies provided by  
24 law or under this Agreement.  
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26  
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1 11. ASSIGNMENT – Neither this Agreement nor any part thereof shall be assigned by  
2 CONTRACTOR without the prior written consent of DISTRICT.

3 12. INDEPENDENT CONTRACTOR – CONTRACTOR and the agents and employees of  
4 CONTRACTOR shall act at all times in an independent capacity during the term of this  
5 Agreement and in the performance of the services to be rendered hereunder and shall not  
6 act as or shall not be and shall not in any manner be considered employees or agents of  
7 DISTRICT.  
8

9 13. JURISDICTION/LAW/SEVERABILITY – This Agreement is to be construed in  
10 accordance with the laws of the State of California. If any provision of this Agreement is  
11 held by a court of competent jurisdiction to be invalid, void or unenforceable, the  
12 remaining provisions shall be declared severable and shall be given full force and effect  
13 to the extent possible.  
14

15 Any legal action, in law or equity related to the performance or interpretation of this  
16 Agreement shall be filed only in the Superior Court for the State of California located in  
17 Riverside, California, and the parties waive any provision of law providing for a change  
18 of venue to another location. Prior to the filing of any legal action, the parties shall be  
19 obligated to attend a mediation session with a neutral mediator to try to resolve the  
20 dispute.  
21

22 14. WAIVER – Any waiver by DISTRICT of any breach of any one or more of the terms of  
23 this Agreement shall not be constructed to be a waiver of any subsequent or other breach  
24 of the same or any other term thereof. Failure on the part of DISTRICT to require exact,  
25 full and complete compliance with any terms of this Agreement shall not be construed as  
26 in any manner changing the terms hereof or estopping DISTRICT from enforcement  
27 hereof.  
28

1 15. NON-DISCRIMINATION – In the performance of the terms of this Agreement,  
2 CONTRACTOR shall not engage in nor permit others he may employ to engage in  
3 discrimination in the employment of persons because of the race, color, national origin or  
4 ancestry, religion, physical handicap, disability as defined by the Americans with  
5 Disabilities Act (ADA), medical condition, marital status or sex of such persons, in  
6 accordance with the provision of California Labor Code Section 1735.  
7

8 16. NON-APPROPRIATION OF FUNDS – It is mutually agreed and understood that the  
9 obligation(s) of DISTRICT are limited by and contingent upon the availability of  
10 DISTRICT funds for the reimbursement of CONTRACTOR'S fees. In the event that  
11 such funds are not forthcoming for any reason, DISTRICT shall immediately notify  
12 CONTRACTOR in writing. This Agreement shall be deemed terminated and have no  
13 further force and effect immediately on receipt of DISTRICT'S notification by  
14 CONTRACTOR. In the event of such termination, CONTRACTOR shall be entitled to  
15 reimbursement of its costs in accordance with Sections 4 and 5 (COMPENSATION and  
16 PAYMENT).  
17

18 17. DISCREPANCIES – In the event of any conflict between the terms of this Agreement  
19 and Exhibit "A" or Exhibit "B", the terms of this Agreement shall govern. In the event of  
20 any conflict between Exhibit "A" and Exhibit "B", Exhibit "A" shall govern.  
21

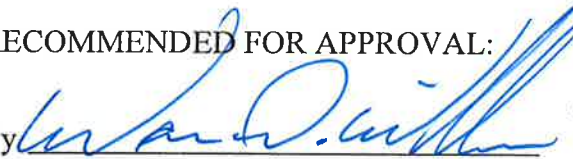
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1 IN WITNESS WHEREOF, the parties hereto have executed this Agreement on

2 \_\_\_\_\_  
3 (to be filled in by Clerk of the Board)

4  
5 RECOMMENDED FOR APPROVAL: **RIVERSIDE COUNTY FLOOD CONTROL  
AND WATER CONSERVATION DISTRICT**

6  
7 By   
8 WARREN D. WILLIAMS  
General Manager-Chief Engineer

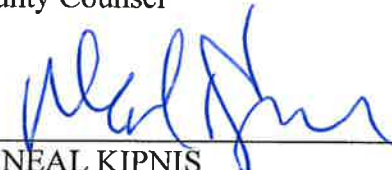
By \_\_\_\_\_  
MARION ASHLEY, Chairman  
Riverside County Flood Control and Water  
Conservation District Board of Supervisors

10  
11  
12 APPROVED AS TO FORM:

13 PAMELA J. WALLS  
County Counsel

ATTEST:

KECIA HARPER-IHEM  
Clerk of the Board

14  
15 By   
16 NEAL KIPNIS  
Deputy County Counsel

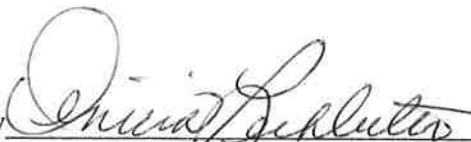
By \_\_\_\_\_  
Deputy

17  
18 (SEAL)  
19  
20  
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23

24 Contractor Services Agreement  
25 w/Orkin Services of California, Inc.  
4/22/14  
26 TT/AMR:rlp  
27  
28

**ORKIN SERVICES OF CALIFORNIA, INC.**

By



DENICIA LECHLEITER

Sr. Account Manager

Contractor Services Agreement  
w/ Orkin Services of California, Inc.  
4/22/14  
TT/AMR:rlp

## **EXHIBIT A**

### **SCOPE OF SERVICES**

1. Provide Services every 30 days for General Pest Control for Buildings 1 & 1A  
To include the following:
  - a. Pest Control perimeter of the Building 1 & 1A
  - b. All hallways inside Building 1 & 1A
  - c. The inner courtyard between Buildings 1 & 1A
  - d. Certain Cubicles as directed on a need to basis
  - e. All rooms inside Building 1 & 1A that are normally closed and require access by District Staff (Rooms 1,2,5,6,7,8,11,13,14, and 15)
2. Provide every 30 days a Spider Treatment both on the inside and perimeters of Buildings 2 -8.
3. Provide every 30 days Perimeter Pest Control for Buildings 2-8
4. Provide every 30 days Pest Control around all benches, potted plants and tables within our landscaped areas.
5. Provide every 30 days Pest Control in all the rooms in Building 3 & 4
6. Provide every 30 days Pest Control for the Storage Container behind Building 2.
7. Provide Quarterly Gopher Control along the fence line that is adjacent to the riverbed.
8. Provide Quarterly Inspection and treatment for Gophers on main campus lawns and landscaped areas.
9. Provide every 30 days service and treatment of (39) Rodent Bait Stations placed on campus. (The stations are owned by the District and do not need to be provided by the Vendor)
10. Provide every 30 days a statement of service to include products used and the time and date of service.



**EXHIBIT B**

**PAYMENT PROVISIONS**

1. Cost for Pest Control Services: \$401.50 per month.
  2. Additional cost for Optional Pest Control Services: \$240 per quarter.
  3. Annual Cost not to exceed \$5,778.00
-