

**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:rip

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)
COST	\$ 1,518	\$ 5,778	\$ 18,852	\$ N/A	Consent <input type="checkbox"/> Policy <input type="checkbox"/>
NET DISTRICT COST	\$ 1,518	\$ 5,778	\$ 18,852	\$ N/A	

SOURCE OF FUNDS: 15100-947200-522320 Administration	Budget Adjustment: No
Maintenance Grounds	For Fiscal Year: 13/14 - 16/17

C.E.O. RECOMMENDATION:

APPROVE

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

County Executive Office Signature

MINUTES OF THE FLOOD CONTROL AND WATER CONSERVATION DISTRICT

On motion of Supervisor Tavaglione, seconded by Supervisor Benoit and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Tavaglione, Stone and Benoit
Nays: None
Absent: Ashley
Date: May 20, 2014
xc: Flood

Kecia Harper-Ihem
Clerk of the Board
By: *Kecia Harper-Ihem*
Deputy

Prev. Agn. Ref.: | District: All | Agenda Number:

11-4

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

FORM APPROVED BY COUNTY COUNSEL
DATE
BY: *Neal R. Kipnis*
NEAL R. KIPNIS
Departmental Concurrence

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

**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

MAY 20 2014 11-4

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:
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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

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

9
 10 C. Vehicle Liability

11 If vehicles or mobile equipment are used in the performance of the obligations
 12 under this Agreement, CONTRACTOR shall maintain liability insurance for all
 13 owned, non-owned or hired vehicles so used in an amount not less than
 14 \$1,000,000 per occurrence combined single limit. If such insurance contains a
 15 general aggregate limit, it shall apply separately to this Agreement or be no less
 16 than two (2) times the occurrence limit. Policy shall name the Riverside County
 17 Flood Control and Water Conservation District, the County of Riverside, its
 18 agencies, districts, special districts, and departments, their respective directors,
 19 officers, Board of Supervisors, elected or appointed officials, employees, agents
 20 or representatives as additional insureds.

21
 22
 23 D. General Insurance Provisions – All Lines

24 1) Any insurance carrier providing insurance coverage hereunder shall be
 25 admitted to the State of California and have an A.M. BEST rating of not
 26 less than an A: VIII (A: 8) unless such requirements are waived, in
 27 writing, by the County Risk Manager. If the County's Risk Manager
 28

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 3) CONTRACTOR shall cause their insurance carrier(s) to furnish
15 DISTRICT with: 1) a properly executed original certificate(s) of insurance
16 and original certified copies of endorsements effecting coverage as
17 required herein; and 2) if requested to do so orally or in writing by the
18 County Risk Manager, provide original certified copies of policies
19 including all endorsements and all attachments thereto, showing such
20 insurance is in full force and effect. Further, said certificate(s) and
21 policies of insurance shall contain the covenant of the insurance carrier(s)
22 that thirty (30) days written notice shall be given to DISTRICT prior to
23 any material modification, cancellation, expiration, or reduction in
24 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.
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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.
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24 With respect to any of CONTRACTOR'S indemnification requirements, CONTRACTOR
25 shall, at its sole cost, have the right to use counsel of their own choice and shall have the
26 right to adjust, settle, or compromise any such claim, proceeding or action without the
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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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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
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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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- 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 13. JURISDICTION/LAW/SEVERABILITY – This Agreement is to be construed in
9 accordance with the laws of the State of California. If any provision of this Agreement is
10 held by a court of competent jurisdiction to be invalid, void or unenforceable, the
11 remaining provisions shall be declared severable and shall be given full force and effect
12 to the extent possible.
- 13 Any legal action, in law or equity related to the performance or interpretation of this
14 Agreement shall be filed only in the Superior Court for the State of California located in
15 Riverside, California, and the parties waive any provision of law providing for a change
16 of venue to another location. Prior to the filing of any legal action, the parties shall be
17 obligated to attend a mediation session with a neutral mediator to try to resolve the
18 dispute.
- 19 14. WAIVER – Any waiver by DISTRICT of any breach of any one or more of the terms of
20 this Agreement shall not be constructed to be a waiver of any subsequent or other breach
21 of the same or any other term thereof. Failure on the part of DISTRICT to require exact,
22 full and complete compliance with any terms of this Agreement shall not be construed as
23 in any manner changing the terms hereof or estopping DISTRICT from enforcement
24 hereof.
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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.
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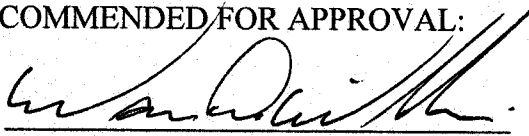
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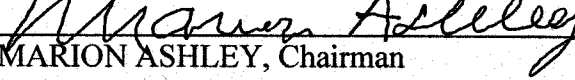
1 IN WITNESS WHEREOF, the parties hereto have executed this Agreement on

2 MAY 20 2014
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
9 General Manager-Chief Engineer

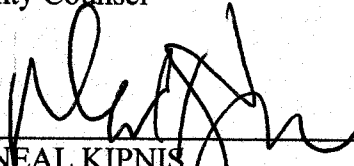
By 
MARION ASHLEY, Chairman
Riverside County Flood Control and Water
Conservation District Board of Supervisors

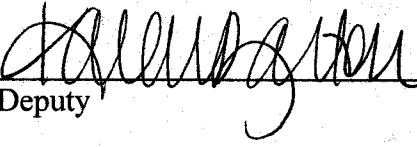
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11 APPROVED AS TO FORM:

ATTEST:

12 PAMELA J. WALLS
13 County Counsel

KECIA HARPER-IHEM
Clerk of the Board

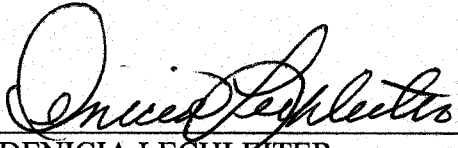
14
15 By 
16 NEAL KIPNIS
17 Deputy County Counsel

By 
Deputy

(SEAL)

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24 Contractor Services Agreement
25 w/Orkin Services of California, Inc.
26 4/22/14
27 TT/AMR:rlp
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ORKIN SERVICES OF CALIFORNIA, INC.

By 
DENICIA LECHLEITER
Sr. Account Manager

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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