

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS  
ACTION AGENDA SUMMARY

DEPT: General Services Agency

BOARD AGENDA # \*B-2

Urgent  Routine

AGENDA DATE August 21, 2012

CEO Concurs with Recommendation YES  NO   
(Information Attached)

4/5 Vote Required YES  NO

SUBJECT:

Approval of a Master Agreement with Clark Pest Control, Inc. of Modesto, California for Pest Control Services

STAFF RECOMMENDATIONS:

1. Approve a Master Agreement with Clark Pest Control, Inc. for pest control services.
2. Authorize the Purchasing Agent to execute the Master Agreement, projects, and any subsequent amendments to the Master Agreement on behalf of the County during the term of the agreement.

FISCAL IMPACT:

The proposed Master Agreement with Clark Pest Control, Inc. is for four years, with the option to renew on an annual basis for two additional one-year terms. The total cost of this agreement beginning August 22, 2012 through June 30, 2016, is estimated to be \$196,080 of which \$88,800 impacts General Fund departments over the four year term. Should the determination be made to extend the Master Agreement for two additional one-year terms, the total expenditure over the six years is estimated to be \$294,120, of which \$133,200 is estimated to impact General Fund departments. This cost reflects static pricing for all six years.  
(Continued on Page 2)

BOARD ACTION AS FOLLOWS:

No. 2012-420

On motion of Supervisor Withdraw, Seconded by Supervisor Chiesa  
and approved by the following vote,

Ayes: Supervisors: Chiesa, Withdraw, Monteith, De Martini, and Chairman O'Brien

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1)  Approved as recommended

2)  Denied

3)  Approved as amended

4)  Other:

MOTION:



ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

File No.

**FISCAL IMPACT: (Continued)**

In 2005 the County entered into an agreement for pest control services with AAI Termite & Pest Control, Inc. (AAI). In August of 2010 the County conducted a competitive bid process for pest control services and, as a result of this process entered into a five-year agreement with Pestmaster Services, Inc. (Pestmaster). Soon after implementation, County departments began expressing dissatisfaction with Pestmaster's performance. After unsuccessful attempts to improve vendor performance, the agreement with Pestmaster was terminated on September 30, 2011. Since then, County departments have utilized several pest control service vendors intermittently, varying from department to department. Many County departments elected to forego routine pest control service until a new agreement was in place. Provided all County departments elect to participate, the annual expense of the proposed Master Agreement for pest control services is estimated to be \$49,020 which represents an increase of approximately 3.6% or \$2,490 annually over the cost of the County's prior agreement with AAI.

Funding to support the first year of this agreement is included in the 2012-2013 Adopted Proposed Budget for each Department using pest control services. Funding for subsequent fiscal years will be included in future budget submissions.

**DISCUSSION:**

The County's prior agreement with Pestmaster Services, Inc. (Pestmaster) was terminated on September 30, 2011. Since then the other County locations have been serviced by other vendors on a month-to-month basis, varying from department to department. To explore additional savings and efficiencies available to the County, the General Services Agency (GSA) elected to submit a Request for Proposal (RFP) process for pest control services, rather than the bid process used to select the prior vendor. While the bid process awards solely on pricing, the RFP process awards to the proposers whose proposal best meets the criteria set forth in the RFP and provides the best value to the County, with price and all other factors considered.

GSA posted RFP #11-39-CB for Countywide Pest Control Services on January 24, 2012. The RFP set forth each of the locations requiring service. The scope of work included adjustments to the basic services provided under the prior agreement and required use of eco-friendly products. The RFP was sent to 47 vendors, and 13 of them downloaded the RFP. On January 24, 2012 a mandatory pre-conference was held, with 9 vendors in attendance. The RFP closed on February 16, 2012. GSA received 4 responding proposals, one of which was rejected as incomplete. The responsive proposers were:

- Clark Pest Control, Inc. of Modesto, California
- Merced Pest Control of Merced, California
- Terminex International Co., L.P. of Merced, California

All 3 proposers met the minimum qualifications set forth in Phase I of the Evaluation Phase, which included a financial review. A committee of 3 evaluators was selected to further evaluate the proposals. The Evaluation Committee (Committee) included representatives from two County departments utilizing pest control services and one representative from GSA-Facilities Maintenance Division of GSA, which oversees pest control services throughout the County. The Committee completed Phases II and III of the evaluation process.

Phase II consisted of a review and evaluation of each proposer's response, considering such factors as qualifications, understanding of the project, level of service, and quality of response. Reference checks were also conducted as part of Phase II. A total of 100 points were available in Phase II. In Phase III the pricing proposals submitted by each proposer were evaluated. Price was evaluated based upon a weighted average, with the lowest price assigned 100% of the 50 points possible.

The award of the contract was made to the proposer whose proposal best met the criteria set forth in the RFP and provides the best value to the County, with price and all other factors considered. The Committee made this determination by adding the scores from Phases II and III for each proposer. The final scores are as follows:

<b>Proposer</b>	<b>Final Score</b>
Clark Pest Control, Inc.	123.56
Terminex International Co., L.P.	102.00
Merced Pest Control	34.32

As shown above, Clark Pest Control, Inc. (Clark) received the highest score of 123.56. On April 4, 2012, GSA issued a Notice of Intent to Award to Clark and Notices of Non-Award to the other 2 proposers. No letters of protest were received during the five-day protest period of the RFP process.

Clark Pest Control, Inc. offered the second lowest price in the RFP process. The total annual price of the agreement is estimated to be \$49,020 or 0.0397 per square foot. If approved, the Master Agreement will be effective August 22, 2012 and will continue for a period of 4 years, with the option of 2 one-year renewals. The benefit of this agreement would be available to all County departments and, if agreeable to the parties, can be extended to other government or publicly funded agencies.

Clark has been providing pest control service since 1950, and has a local office on East Service Road in Modesto. All of Clark's employees are subject to pre-employment background checks and a drug screening. Each Clark staff assigned to provide service under the proposed agreement is a Commercial Service Technician employed on a full time basis, with at least 5 years experience with Clark. Each County location will have a designated Commercial Service Technician. Clark offers S.M.A.R.T.<sup>®</sup> (Sustainable Methods and Responsible Treatments) service and business philosophy, whereby it strives to utilize minimal application of environmentally-friendly product while guaranteeing a pest-free facility. Clark will provide quality control and reporting features

Approval of a Master Agreement with Clark Pest Control, Inc. of Modesto, California for  
Pest Control Services

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throughout the term of the agreement using a web-based application at no additional charge to the County.

The proposed agreement will:

- Standardize the level of service throughout the county;
- Provide real-time quality control management and reporting features;
- Offer fixed pricing for a six-year period; and
- Promote the use of environmentally-friendly products.

Staff, therefore, recommends the award of the Master Agreement for pest control services to Clark Pest Control, Inc. The term of the proposed agreement is from August 22, 2012 to June 30, 2016, with the option to renew on an annual basis for two additional one-year terms.

**POLICY ISSUES:**

Approval of award of this agreement supports the Board's priorities of Efficient Delivery of Public Services and Effective Partnerships by providing cost-efficient services to County departments.

**STAFFING IMPACT:**

Existing GSA staff will manage the agreement for pest control services.

**CONTACT:**

Keith Boggs, GSA Director/Purchasing Agent. Telephone: (209) 652-1514  
Melinda Pallotta, GSA Purchasing Supervisor. Telephone: (209) 567-4958

**MASTER AGREEMENT  
FOR  
INDEPENDENT CONTRACTOR SERVICES**

This Agreement for Independent Contractor Services (the "Agreement") is made and entered into by and between the County of Stanislaus ("County") and Clark Pest Control, Inc., a California corporation, ("Contractor") as of August 22, 2012.

**Recitals**

WHEREAS, the County has a need for contractor services involving numerous and different tasks and projects; and

WHEREAS, the Contractor is specially trained, experienced and competent to perform and has agreed to provide such services; and

WHEREAS, the County and the Contractor wish to execute one agreement that shall govern all of the work or services provided by the Contractor during the term of this Agreement

NOW, THEREFORE, in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, the parties hereby agree as follows:

**Terms and Conditions**

1. **Scope of Work**

1.1 The Contractor shall furnish to the County upon receipt of the County's written authorization to proceed, those services and work set forth in a "Scope of Work" separately approved for each project or task being provided by the Contractor, which Scope of Work are, by this reference, are made a part hereof.

1.2 Each project added to and to be performed under this Agreement shall be separately approved by the parties. Each project where the cost of work or services does not exceed \$100,000 shall be approved by purchase order issued by the County Purchasing Agent or designee; projects greater than \$100,000 shall be approved by resolution of the Board of Supervisors for the County.

1.3 All documents, drawings and written work product prepared or produced by the Contractor under this Agreement, including without limitation electronic data files, are the property of the Contractor; provided, however, the County shall have the right to reproduce, publish and use all such work, or any part thereof, in any manner and for any purposes whatsoever and to authorize others to do so. If any such work is copyrightable, the Contractor may copyright the same, except that, as to any work which is copyrighted by the Contractor, the County reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, and use such work, or any part thereof, and to authorize others to do so.

1.4 Services and work provided by the Contractor at the County's request under this Agreement will be performed in a timely manner consistent with the requirements and standards established by applicable federal, state and County laws, ordinances, regulations and resolutions, and in accordance with a schedule of work set forth in the scope of work for each separately approved project. If there is no schedule, the hours and times for completion of said services and work are to be set by the Contractor; provided, however, that such schedule is subject to review by and concurrence of the County.

## 2. Consideration

2.1 County shall pay Contractor as set forth in a separately approved project or scope of work.

2.2 Except as expressly provided in this Agreement or in a separately approved project or scope of work, Contractor shall not be entitled to nor receive from County any additional consideration, compensation, salary, wages or other type of remuneration for services rendered under this Agreement. Specifically, Contractor shall not be entitled by virtue of this Agreement to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays or other paid leaves of absence of any type or kind whatsoever.

2.3 County will not withhold any Federal or State income taxes or Social Security tax from any payments made by County to Contractor under the terms and conditions of this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Contractor. County has no responsibility or liability for payment of Contractor's taxes or assessments.

2.4 Pursuant to Penal Code section 484b and to Business and Professions Code section 7108.5, the Contractor must apply all funds and progress payments received by the Contractor from the County for payment of services, labor, materials or equipment to pay for such services, labor, materials or equipment. Pursuant to Civil Code section 1479, the Contractor shall direct or otherwise manifest the Contractor's intention and desire that payments made by the Contractor to subcontractors, suppliers and materialmen shall be applied to retire and extinguish the debts or obligations resulting from the performance of this Agreement.

## 3. Term

3.1 The term of this Agreement shall be from the date of this Agreement until terminated as provided below. The term for each separately approved project or scope of work shall begin on the date of approval until completion of the agreed upon services, or as otherwise specified in the approved scope of work.

3.2 Should either party default in the performance of this Agreement or materially breach any of its provisions, the other party, at that party's option, may terminate this Agreement by giving written notification to the other party.

3.3 This Agreement shall terminate automatically on the occurrence of (a) bankruptcy or insolvency of either party, (b) sale of Contractor's business, (c) cancellation of insurance required under the terms of this Agreement, and (d) if, for any reason, Contractor ceases to be licensed or otherwise authorized to do business in the State of California, and the Contractor fails to remedy such defect or defects within thirty (30) days of receipt of notice of such defect or defects.

3.4 The County may terminate this agreement upon 30 days prior written notice to the Contractor. Termination of this Agreement shall not affect the County's obligation to pay for all fees earned and reasonable costs necessarily incurred by the Contractor as provided in Paragraph 2 herein, subject to any applicable setoffs.

## 4. Required Licenses, Certificates and Permits

Any licenses, certificates or permits required by the federal, state, county or municipal governments for Contractor to provide the services and work described in Exhibit A must be procured by Contractor and be valid at the time Contractor enters into this Agreement. Further, during the term of this Agreement, Contractor must maintain such licenses, certificates and permits in full force and effect. Licenses, certificates and permits may include but are not limited to driver's licenses, professional licenses or certificates and business licenses. Such licenses, certificates and permits will be procured and maintained in force by Contractor at no expense to the County.

5. Office Space, Supplies, Equipment, Etc.

Unless otherwise provided in this Agreement or in separately approved project or scope of work, Contractor shall provide such office space, supplies, equipment, vehicles, reference materials and telephone service as is necessary for Contractor to provide the services under this Agreement. The Contractor--not the County--has the sole responsibility for payment of the costs and expenses incurred by Contractor in providing and maintaining such items.

6. Insurance

6.1 Contractor shall take out, and maintain during the life of this Agreement, insurance policies with coverage at least as broad as follows:

6.1.1 General Liability. Comprehensive general liability insurance covering bodily injury, personal injury, property damage, products and completed operations with limits of no less than One Million Dollars (\$1,000,000) per incident or occurrence. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to any act or omission by Contractor under this Agreement or the general aggregate limit shall be twice the required occurrence limit.

6.1.2 Automobile Liability Insurance. If the Contractor or the Contractor's officers, employees, agents, representatives or subcontractors utilize a motor vehicle in performing any of the work or services under this Agreement, owned/non-owned automobile liability insurance providing combined single limits covering bodily injury, property damage and transportation related pollution liability with limits of no less than One Million Dollars (\$1,000,000) per incident or occurrence.

6.1.3 Workers' Compensation Insurance. Workers' Compensation insurance as required by the California Labor Code. In signing this contract, the Contractor certifies under section 1861 of the Labor Code that the Contractor is aware of the provisions of section 3700 of the Labor Code which requires every employer to be insured against liability for workmen's compensation or to undertake self-insurance in accordance with the provisions of that code, and that the Contractor will comply with such provisions before commencing the performance of the work of this Agreement.

6.2 Any deductibles, self-insured retentions or named insureds must be declared in writing and approved by County. At the option of the County, either: (a) the insurer shall reduce or eliminate such deductibles, self-insured retentions or named insureds, or (b) the Contractor shall provide a bond, cash, letter of credit, guaranty or other security satisfactory to the County guaranteeing payment of the self-insured retention or deductible and payment of any and all costs, losses, related investigations, claim administration and defense expenses. The County, in its sole discretion, may waive the requirement to reduce or eliminate deductibles or self-insured retentions, in which case, the Contractor agrees that it will be responsible for and pay any self-insured retention or deductible and will pay any and all costs, losses, related investigations, claim administration and defense expenses related to or arising out of the Contractor's defense and indemnification obligations as set forth in this Agreement.

6.3 The Contractor shall obtain a specific endorsement to all required insurance policies, except Workers' Compensation insurance and Professional Liability insurance, if any, naming the County and its officers, officials and employees as additional insureds regarding: (a) liability arising from or in connection with the performance or omission to perform any term or condition of this Agreement by or on behalf of the Contractor, including the insured's general supervision of its subcontractors; (b) services, products and completed operations of the Contractor; (c) premises owned, occupied or used by the Contractor; and (d) automobiles owned, leased, hired or borrowed by the Contractor. For Workers'

Compensation insurance, the insurance carrier shall agree to waive all rights of subrogation against the County and its officers, officials and employees for losses arising from the performance of or the omission to perform any term or condition of this Agreement by the Contractor.

6.4 The Contractor's insurance coverage shall be primary insurance regarding the County and County's officers, officials and employees. Any insurance or self-insurance maintained by the County or County's officers, officials and employees shall be excess of the Contractor's insurance and shall not contribute with Contractor's insurance.

6.5 Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County or its officers, officials, employees or volunteers.

6.6 The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

6.7 Each insurance policy required by this section shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party except after thirty (30) days' prior written notice has been given to County. The Contractor shall promptly notify, or cause the insurance carrier to promptly notify, the County of any change in the insurance policy or policies required under this Agreement, including, without limitation, any reduction in coverage or in limits of the required policy or policies.

6.8 Insurance shall be placed with California admitted insurers (licensed to do business in California) with a current rating by Best's Key Rating Guide acceptable to the County; provided, however, that if no California admitted insurance company provides the required insurance, it is acceptable to provide the required insurance through a United States domiciled carrier that meets the required Best's rating and that is listed on the current List of Eligible Surplus Line Insurers maintained by the California Department of Insurance. A Best's rating of at least A-:VII shall be acceptable to the County; lesser ratings must be approved in writing by the County.

6.9 Contractor shall require that all of its subcontractors are subject to the insurance and indemnity requirements stated herein, or shall include all subcontractors as additional insureds under its insurance policies.

6.10 At least ten (10) days prior to the date the Contractor begins performance of its obligations under this Agreement, Contractor shall furnish County with certificates of insurance, and with original endorsements, showing coverage required by this Agreement, including, without limitation, those that verify coverage for subcontractors of the Contractor. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements shall be received and, in County's sole and absolute discretion, approved by County. County reserves the right to require complete copies of all required insurance policies and endorsements, at any time.

6.11 The limits of insurance described herein shall not limit the liability of the Contractor and Contractor's officers, employees, agents, representatives or subcontractors.

## 7. Defense and Indemnification

7.1 To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County and its agents, officers and employees from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorneys' fees, arising out of, resulting from, or in connection with the performance of this Agreement by the Contractor or Contractor's officers, employees, agents, representatives or subcontractors and resulting in or attributable to personal injury, death, or damage or destruction to tangible or intangible property, including the loss of use; provided, however, such indemnification shall not extend to or cover loss, damage or expense arising from the sole negligence or willful misconduct of the County or its agents, officers and employees.



7.2 Contractor's obligation to defend, indemnify and hold the County and its agents, officers and employees harmless under the provisions of this paragraph is not limited to or restricted by any requirement in this Agreement for Contractor to procure and maintain a policy of insurance.

## 8. Status of Contractor

8.1 All acts of Contractor and its officers, employees, agents, representatives, subcontractors and all others acting on behalf of Contractor relating to the performance of this Agreement, shall be performed as independent contractors and not as agents, officers or employees of County. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of County. Except as expressly provided in Exhibit A, Contractor has no authority or responsibility to exercise any rights or power vested in the County. No agent, officer or employee of the County is to be considered an employee of Contractor. It is understood by both Contractor and County that this Agreement shall not be construed or considered under any circumstances to create an employer-employee relationship or a joint venture.

8.2 At all times during the term of this Agreement, the Contractor and its officers, employees, agents, representatives or subcontractors are, and shall represent and conduct themselves as, independent contractors and not employees of County.

8.3 Contractor shall determine the method, details and means of performing the work and services to be provided by Contractor under this Agreement. Contractor shall be responsible to County only for the requirements and results specified in this Agreement and, except as expressly provided in this Agreement, shall not be subjected to County's control with respect to the physical action or activities of Contractor in fulfillment of this Agreement. Contractor has control over the manner and means of performing the services under this Agreement. Contractor is permitted to provide services to others during the same period service is provided to County under this Agreement. If necessary, Contractor has the responsibility for employing other persons or firms to assist Contractor in fulfilling the terms and obligations under this Agreement.

8.4 If in the performance of this Agreement any third persons are employed by Contractor, such persons shall be entirely and exclusively under the direction, supervision and control of Contractor. All terms of employment including hours, wages, working conditions, discipline, hiring and discharging or any other term of employment or requirements of law shall be determined by the Contractor.

8.5 It is understood and agreed that as an independent Contractor and not an employee of County, the Contractor and the Contractor's officers, employees, agents, representatives or subcontractors do not have any entitlement as a County employee, and do not have the right to act on behalf of the County in any capacity whatsoever as an agent, or to bind the County to any obligation whatsoever.

8.6 It is further understood and agreed that Contractor must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of Contractor's assigned personnel under the terms and conditions of this Agreement.

8.7 As an independent Contractor, Contractor hereby indemnifies and holds County harmless from any and all claims that may be made against County based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

## 9. Records and Audit

9.1 Contractor shall prepare and maintain all writings, documents and records prepared or compiled in connection with the performance of this Agreement for a minimum of four (4) years from the termination or completion of separately approved project or scope of work. This includes any handwriting,

typewriting, printing, photostatic, photographing and every other means of recording upon any tangible thing, any form of communication or representation including letters, words, pictures, sounds or symbols or any combination thereof.

9.2 Any authorized representative of County shall have access to any writings as defined above for the purposes of making audit, evaluation, examination, excerpts and transcripts during the period such records are to be maintained by Contractor. Further, County has the right at all reasonable times to audit, inspect or otherwise evaluate the work performed or being performed under this Agreement.

10. Nondiscrimination

During the performance of this Agreement, Contractor and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any federal, state or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religion, color, national origin, ancestry, physical or mental disability, medical condition (including genetic characteristics), marital status, age, political affiliation, sex, or sexual orientation. Contractor and its officers, employees, agents, representatives or subcontractors shall comply with all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including without limitation the County's nondiscrimination policy; the Fair Employment and Housing Act (Government Code sections 12900 et seq.); California Labor Code sections 1101, 1102 and 1102.1; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; and all applicable regulations promulgated in the California Code of Regulations or the Code of Federal Regulations.

11. Assignment

This is an agreement for the services of Contractor. County has relied upon the skills, knowledge, experience and training of Contractor and the Contractor's firm, associates and employees as an inducement to enter into this Agreement. Contractor shall not assign or subcontract this Agreement without the express written consent of County. Further, Contractor shall not assign any monies due or to become due under this Agreement without the prior written consent of County.

12. Waiver of Default

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided below.

13. Notice

Any notice, communication, amendment, addition or deletion to this Agreement, including change of address of either party during the term of this Agreement, which Contractor or County shall be required or may desire to make shall be in writing and may be personally served or, alternatively, sent by prepaid first class mail to the respective parties as follows:

To County: Stanislaus County Purchasing Agent  
1010 10<sup>th</sup> Street, Suite 5400  
Modesto, CA 95354

To Contractor: Clark Pest Control, Inc.  
480 E. Service Road  
Modesto, CA 95358

14. Conflicts

Contractor agrees that it has no interest and shall not acquire any interest direct or indirect which would conflict in any manner or degree with the performance of the work and services under this Agreement.

15. Severability

If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal, state or county statute, ordinance or regulation the remaining provisions of this Agreement or the application thereof shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

16. Amendment

This Agreement may be modified, amended, changed, added to or subtracted from by the mutual consent of the parties hereto if such amendment or change is in written form and executed with the same formalities as this Agreement and attached to the original Agreement to maintain continuity.

17. Entire Agreement

This Agreement supersedes any and all other agreements, either oral or in writing, between any of the parties herein with respect to the subject matter hereof and contains all the agreements between the parties with respect to such matter. Each party acknowledges that no representations, inducements, promises or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding.

18. Advice of Attorney

Each party warrants and represents that in executing this Agreement, it has received independent legal advice from its attorneys or the opportunity to seek such advice.

19. Construction

Headings or captions to the provisions of this Agreement are solely for the convenience of the parties, are not part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement. Any ambiguity in this Agreement shall not be construed against the drafter, but rather the terms and provisions hereof shall be given a reasonable interpretation as if both parties had in fact drafted this Agreement.

20. Governing Law and Venue

This Agreement shall be deemed to be made under, and shall be governed by and construed in accordance with, the laws of the State of California. Any action brought to enforce the terms or provisions of this Agreement shall have venue in the County of Stanislaus, State of California.

[SIGNATURES SET FORTH ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties or their duly authorized representatives have executed this Agreement in duplicate on the day and year first hereinabove written.

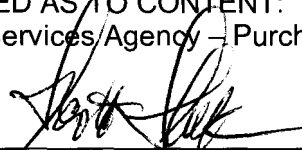
COUNTY OF STANISLAUS

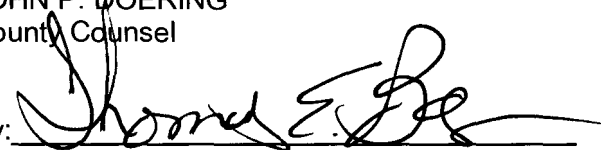
CLARK PEST CONTROL, INC.

By:   
Keith D. Boggs, Assistant Executive Officer,  
GSA Director/Purchasing Agent  
"County"

By: Ron Fair  
Printed name: Ron Fair  
Title: manager  
"Contractor"

Approved: BOS Agenda item # B-2  
Dated: 8/21/2012 (Resolution 2012-420)

APPROVED AS TO CONTENT:  
General Services Agency – Purchasing Division  
By:   
Scott Shook, Facilities Manager

APPROVED AS TO FORM:  
JOHN P. DOERING  
County Counsel  
By:   
Thomas E. Boze, Deputy County Counsel

V:\PUBLIC\Counsel\CONTRACT\IND-CON Mstr Agmt.wpd

## EXHIBIT A

### A. SCOPE OF WORK

Paragraph 1.1 of the body of this Agreement is amended to read as follows:

1.1 The Contractor shall furnish to the County pest control services as forth generally in Exhibit B attached hereto and made a part hereof, and more specifically set forth in a "Scope of Work" separately approved for each project or task being provided by the Contractor, which Scope of Work, by this reference, are made a part hereof.

All services provided by Consultant and the manner in which services are to be provided are more particularly set forth in County's Request for Proposal #11-39-CB; the Consultant's responding proposal, as well as any plans, specifications, addenda, and any documents particularly required or provided (as may be applicable), all of which are incorporated herein by reference and made a part hereof (collectively, the "RFP"). All of the foregoing documents, as may be applicable, together with this Agreement, comprise the contract and all services provided hereunder shall be performed in accordance therewith. In the event there is a conflict between the terms and conditions set forth in this Agreement, those set forth in the RFP, and those set forth in Exhibit A, then in such case, the terms and conditions shall control in this order: 1<sup>st</sup>, Exhibit A, 2<sup>nd</sup>, this Agreement, and 3<sup>rd</sup> the RFP.

### B. CONSIDERATION

1. Paragraph 2.1 of the body of this Agreement is amended to read as follows:

2. County shall pay Contractor as set forth in a separately approved project or scope of work. Services rates for routine service (Pest Away<sup>®</sup> Service) and Additional Services (defined below) are as follows:

- a. Pest Away<sup>®</sup> Service: County shall pay for Pest Away<sup>®</sup> Service as set forth in a separately approved project or scope of work
- b. Additional Service: County shall pay for any requested Additional Services as follows:
  - i. Wasp Eradication: Wasp control outside of the Pest Away<sup>®</sup> Service shall be billed at a rate of \$120.00 per hour. This hourly rate may be pro rated to reflect the length of a service call and labor involved to eradicate the wasps.
  - ii. Pigeon Trapping: Pigeon trapping will be billed at the rate of \$225.00 per month per trap. Discounts may be given for multiple trap placements.
  - iii. Bird Netting and Exclusion: Bird netting and exclusion work will be billed at a rate of \$120.00 per hour plus materials.
  - iv. Bat Netting and Exclusion: Bat netting and exclusion work will be billed at a rate of \$120.00 per hour plus materials.
  - v. Bait Boxes: Bait boxes shall be provided at a rate of \$2.00 per box with a service rate of \$120.00 per hour.

Contractor shall submit to County monthly invoices in arrears for services under this Agreement, as more particularly set forth in each separately approved project or scope of work. Each statement shall reflect: (a) the County location(s) serviced; (b) the date(s) of service; and (c) a description of the service provided.

### C. TERM

Paragraph 3.1 of the body of this Agreement is amended to read as follows:

3.1 The term of this Agreement shall be from August 22, 2012 through June 30, 2016 unless otherwise terminated as provided below. This Agreement will not automatically renew but may be

renewed for two (2) additional one-year terms by mutual, written agreement of the parties. Such renewal shall be in the form of an amendment to the Agreement. In no such case shall the renewal extend beyond June 30, 2018.

**D. PUBLIC AGENCY PARTICIPATION**

The following is added as Section 23 to the Body of this Agreement:

23. Public Agency Participation

If mutually agreeable to all parties, this Agreement may be extended to other government or publicly funded agencies. It shall be understood that all terms and conditions as specified herein shall apply.

**E. REPRESENTATIVES**

The parties' respective Project Managers shall be:

**For County:**

Dan Palmquist (or designee)  
General Services Agency - Facilities Maintenance Div.  
442 E. Hackett Road  
Modesto, CA 95354  
(209) 652-0711  
[palmquistd@stancounty.com](mailto:palmquistd@stancounty.com)

**For Consultant:**

James Roque (or designee)  
Clark Pest Control, Inc.  
480 East Service Road  
Modesto, CA 95358  
(209) 872-4354  
[jroque@clarkpest.com](mailto:jroque@clarkpest.com)

## EXHIBIT B

The Contractor shall furnish to the County upon execution of this Agreement the following services:

1. General Conditions: Contractor shall provide all supervision, labor, materials and equipment necessary to accomplish the monitoring, trapping, pesticide application and pest removal components. The Contractor shall also provide detailed, site-specific recommendations for structural and procedural modifications to prevent future infestation.
2. Pest Away® Service: Upon receipt of a completed and signed Work Authorization Form as described in paragraph 6 below, Contractor shall provide Pest Away® Service for County departments, which generally shall include:
  - a. A thorough initial inspection of each assigned County location to determine:
    - i. areas of current pest activity; and
    - ii. conditions that may lead to an infestation.
  - b. Customized pest control treatments designed to specifically address any current or potential pest issues.
  - c. An integrated pest management approach to create and customize a pest-free environment in and around each County location.
  - d. Ongoing inspection and consultation to:
    - i. identify and correct conditions where pests may thrive; and
    - ii. locate and eliminate any source of infestations, entry points and nesting sites.

Pest Away® Service shall specifically include interior and exterior treatment for the control of ants, roaches, spiders, beetles, moths, earwigs, fleas, silverfish, rats (mice) and/or like rodents as well as visible, accessible nesting wasps and nests that are on or near structures. Contractor shall remove any webs, nests and other habitat caused by the presence of spiders, insects or other pests at each County location serviced under this Agreement. Specifically excluded from this Agreement are services related to infestation of termites and other wood-destroying organisms.

3. Additional Services: Contractor shall also provide the following additional services:
  - a. Wasp Eradication (over and above Pest Away® Service);
  - b. Pigeon Trapping;
  - c. Bird Netting & Exclusion;
  - d. Bat Netting & Exclusion; and
  - e. Bait Boxes.
4. Service Frequencies: Service frequency shall insure and guarantee that each County facility remains free from pests. Emergency response, when required, is expected within four (4) hours, with necessary remedial action completed within one (1) business day.
5. Service Hours: Service shall be performed after normal business hours to cause the least amount of disruption to County services. Any necessary interior work shall be performed when the subject building is unoccupied.
6. Work Authorization Form: Contractor shall provide Pest Away® Service and/or Additional Service to County departments under this Agreement only upon authorization from County's Project Manager (identified in Section E of Exhibit A). The County's Project Manager shall provide such authorization to Contractor using Contractor's web-based program only after receiving a completed and executed Work Authorization Form (attached hereto as Exhibit C) from the requesting County department. The County shall not be responsible for any work performed by Contractor without such proper authorization and documentation.
7. Contractor's Employees: Contractor shall insure that each of its employees providing service under this Agreement:

- a. Has successfully passed a pre-hire background check and drug screen, which includes a Live Scan.
- b. Holds a Commercial Service Technician designation.
- c. Wears distinctive uniform and clothing and identification.

8. High Level Security Facilities: Each of Contractor's personnel providing service at any of County's high level security facilities (as determined by the County) shall pass a Department of Justice and F.B.I. background check, drug screen (at an approved medical facility) and be bondable. Contractor must submit to County the results from drug screens and background checks for each of Contractor's employees before such employee can be assigned to any of County's high level security facilities. Contractor shall pay the cost of background checks and drug tests.

9. Licenses/Certifications: Contractor shall maintain a current pest control license in accordance with the State of California Department of Pesticide in addition to any/all required local business licenses. Throughout the term of this Agreement, Contractor shall assure that each of its personnel providing on-site pest control services maintains certification as a commercial pesticide applicator in the categories of industrial, institutional, structural and health-related pest control. Contractor acknowledges that County prohibits uncertified staff working under the supervision of a certified applicator to provide service under this Agreement.

10. Safety: All of Contractor's personnel shall receive all appropriate safety training in all aspects of pest control operations from the Contractor. Contractor shall keep records of all such training and shall make them available to County upon request.

11. Chemicals/Products: In advance of any application, the County must approve a list of all chemicals and supplies to be used. All products and chemicals are to be eco-friendly/green, which includes botanical pesticides and insecticides and low impact. Contractor agrees to use good faith efforts to utilize environmentally-responsible practices which minimize the adverse effects on the environment.

Contractor shall assure that Material Safety Data Sheets (MSDS) are on-site and available for all chemicals used within a service area. Materials used by Contractor shall comply with all federal, state and county laws and ordinances. Contractor shall be responsible for application of pesticides according to label. All pesticides used by the Contractor must be registered with the U.S. Environmental Protection Agency (EPA), state or local jurisdiction. Transportation, handling and use of all pesticides shall be in strict accordance with the manufacturer's label instructions and all applicable federal, state and local laws and regulations.

12. Communication: Communication with the County's project manager (or designee) is essential when coordinating the work under this agreement. Contractor's project manager shall notify the County's project manager via e-mail whenever the project manager or department calls the Contractor for any work, including "special issues" such as massive bug infestation, wasp, ants, black bugs etc., and prior to scheduling any work for the County. Contractor shall notify County's project manager by email [preferred, then there is documentation] when they arrive on site and when they depart the site and, describe what work was performed, if any.

Contractor shall make available to County its web-based program at no additional expense for purposes of communicating, tracking, measuring quality deficiencies and to streamline processes and problem resolution. Contractor shall provide training on the use of this program to County as needed at no additional expense.



**CLARK PEST CONTROL, INC.**  
**PROJECT NO. [year]-[sequential no.]**

**A. Terms and Conditions**

Except as hereinafter provided, the services provided by the Contractor under this Project shall be subject to the terms and conditions set forth in the MASTER AGREEMENT FOR INDEPENDENT CONTRACTOR SERVICES ("Agreement") made and entered into by and between the COUNTY OF STANISLAUS ("County") and Clark Pest Control, Inc., a California corporation, ("Contractor"), on August 22, 2012.

**B. Scope of Work**

The Contractor shall provide service under the Agreement and this Project on behalf of County's [DEPT] as set forth below:

County Office	Address	Bldg Sq. Ft.	Service Type	Frequency

Should County's [DEPT] require additional pest control services, the Department Representative (identified below) shall complete and process a Request Form in the form attached hereto. In the event that the requested additional service exceeds \$1,000 the parties agree to amend this Project document.

**C. Compensation**

1. The Contractor shall be compensated for the services provided under the Agreement and this scope of work in accordance with the prices set forth on the attached Work Authorization Form.

County Office	Address	Service Type	Frequency	Price

2. Contractor shall submit to County monthly invoices in arrears for services under this Agreement. Each statement shall reflect: (a) the County location(s) serviced; (b) the date(s) of service; and (c) a description of the service provided.

3. Invoices shall be mailed as follows:

[ADDRESS]

4. The parties hereto acknowledge the maximum amount to be paid by the County for services provided shall not exceed \$\_\_\_\_\_ per year or \$\_\_\_\_\_ for the period from August 22, 2012 through June 30, 2016, including, without limitation, the cost of any subcontractors, consultants, experts or investigators retained by the Contractor to perform or to assist in the performance of its work under this Project (contingent upon the approval of the Stanislaus County Board of Supervisors of the budget for fiscal years 2013-2014 through 2015-2016).

**F. REPRESENTATIVES**

1. The County's Department Representative for this Project shall be:

[NAME/TITLE]  
[ADDRESS]  
[CITY, STATE, ZIP]  
[PHONE NUMBER]  
[EMAIL ADDRESS]

2. The Contractor's Representative shall be

[NAME/TITLE]  
[ADDRESS]  
[CITY, STATE, ZIP]  
[PHONE NUMBER]  
[EMAIL ADDRESS]

The Representative shall be responsible for coordinating with Contractor's Project Manager any additional services requested and monitoring the provision of services under this Project.

2. The Department's Site Coordinator(s) for this Project shall be:

[NAME/TITLE]  
[ADDRESS]  
[CITY, STATE, ZIP]  
[PHONE NUMBER]  
[EMAIL ADDRESS]

The Site Coordinator(s) shall be responsible for day-to-day communication regarding the provision of services at his/her designated location.

[SIGNATURES SET FORTH ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties or their duly authorized representatives have executed this Project No. [year]-[sequential no.] on \_\_\_\_\_, 2012.

**COUNTY OF STANISLAUS**

**CLARK PEST CONTROL, INC.**

By: \_\_\_\_\_  
Keith D. Boggs, Assistant Executive Officer,  
GSA Director/Purchasing Agent

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

Printed name: \_\_\_\_\_

Title: \_\_\_\_\_

"County"  
Approved: BOS Agenda item # \_\_\_\_\_  
Dated: \_\_\_\_\_

"Contractor"

APPROVED AS TO CONTENT:  
[DEPARTMENT]

By: \_\_\_\_\_  
[NAME], [TITLE]

APPROVED AS TO FORM:  
John P. Doering, County Counsel

By: \_\_\_\_\_  
, Deputy County Counsel

# COUNTY-WIDE AGREEMENT FOR PEST CONTROL SERVICES REQUEST FORM

**Instructions:** Departments requesting additional pest control service under their existing Agreement/Project with Clark Pest Control Inc. (Clark) shall complete this form and submit to Clark via email ([CPCWorkOrderBr2@clarkpest.com](mailto:CPCWorkOrderBr2@clarkpest.com)) with a copy to County's Project Manager ([PalmquistD@stancounty.com](mailto:PalmquistD@stancounty.com)). Clark will respond via email (copy to County's Project Manager) with pricing information and service start date.

**PART I: GENERAL INFORMATION:**

**Dept. & Project #                      Dept. Rep.    Phone #    Email Address**

\_\_\_\_\_

**PART II: ADDITIONAL SERVICE(S) REQUESTED**

**\*\*PLEASE CHECK ALL THAT APPLY\*\***

- \_\_\_\_\_ Wasp Eradication (\$120/hour)
- \_\_\_\_\_ Pigeon Trapping (\$225/month)
- \_\_\_\_\_ Bird Netting & Exclusion (\$120/hour plus materials)
- \_\_\_\_\_ Bat Netting & Exclusion (\$120/hour plus materials)
- \_\_\_\_\_ Bait Boxes (\$2/box plus \$120/hour for service)
- \_\_\_\_\_ Other (describe): \_\_\_\_\_

**PART III: SERVICE LOCATION(S)**

County Office	Address	Bldg Sq. Ft	PRICE <i>(Clark to complete)</i>

**PART IV: CONFIRMATION**

Requested Service shall start on \_\_\_\_\_  
*(date)*

\_\_\_\_\_ **Clark Pest Control, Inc. (signature)**

**CLARK COMMENTS:**

\_\_\_\_\_  
\_\_\_\_\_

**CLARK PEST CONTROL, INC.  
PROJECT NO. 2012-001**

# 29395

**A. Terms and Conditions**

Except as hereinafter provided, the services provided by the Contractor under this Project shall be subject to the terms and conditions set forth in the Master Agreement for Independent Contractor Services ("Agreement") made and entered into by and between the County of Stanislaus ("County") and Clark Pest Control, Inc., a California corporation, ("Contractor"), on August 22, 2012.

**B. Scope of Work**

The Contractor shall provide service under the Agreement and this Project on behalf of County's Behavioral Health & Recovery Services ("BHRS") as set forth in the attached Exhibit A.

Should County's BHRS require additional pest control services, the Department Representative (identified below) shall complete and process a Request Form in the form attached hereto. In the event that the requested additional service exceeds \$1,000 the parties agree to amend this Project document.

**C. Compensation**

1. The Contractor shall be compensated for the services provided under the Agreement and this scope of work in accordance with the prices set forth on the attached Exhibit A.
2. Contractor shall submit to County's BHRS monthly invoices in arrears for services under this Agreement. Each statement shall reflect: (a) the County location(s) serviced; (b) the date(s) of service; and (c) a description of the service provided.
3. Consultant shall submit monthly invoices in arrears for services under this Project as follows:

By Regular Mail:  
Stanislaus County  
Behavioral Health & Recovery Services  
Attn: Christina Salazar  
800 Scenic Drive, Building 4  
Modesto, CA 95350

By Email:  
[CSalazar@stanbhhs.org](mailto:CSalazar@stanbhhs.org)  
[DHolcomb@stanbhhs.org](mailto:DHolcomb@stanbhhs.org)

4. The parties hereto acknowledge the maximum amount to be paid by the County for services provided shall not exceed \$7,200 per year or \$28,800 for the period from August 22, 2012 through June 30, 2016, including, without limitation, the cost of any subcontractors, consultants, experts or investigators retained by the Contractor to perform or to assist in the performance of its work under this Project (contingent upon the approval of the Stanislaus County Board of Supervisors of the budget for fiscal years 2013-2014 through 2015-2016).

**F. REPRESENTATIVES**

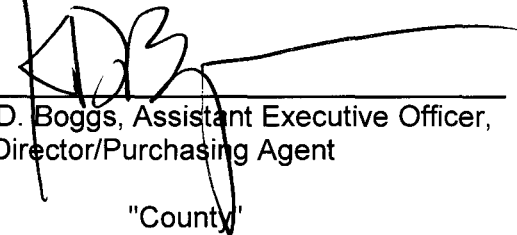
1. The parties' respective representatives for this Project shall be:


County	Contractor
Doug Holcomb (or designee) Phone: (209) 525-4989	James Roque (or designee) Phone: (209) 872-4354

IN WITNESS WHEREOF, the parties or their duly authorized representatives have executed this Project No. 2012-001 on \_\_\_\_\_, 2012.

**COUNTY OF STANISLAUS**


**CLARK PEST CONTROL, INC.**

By:   
 Keith D. Boggs, Assistant Executive Officer,  
 GSA Director/Purchasing Agent  
 "County"

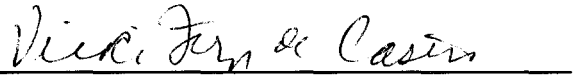
By:   
 Name: JAMES ROQUE  
 Title: COMMERCIAL SALESMAN  
 "Contractor"

Approved: BOS Resolution # 2012-420  
 Dated: August 21, 2012

APPROVED AS TO CONTENT:  
 Behavioral Health & Recovery Services

By:   
 Name: MADLYN SCHLAEPFER Ph.D  
 Title: BEHAVIORAL HEALTH DIRECTOR

APPROVED AS TO FORM:  
 John P. Doering, County Counsel

By:   
 Vicki Fern deCastro, Deputy County Counsel

**EXHIBIT A**

<b>County Office</b>	<b>Address</b>	<b>Bldg Sq. Ft.</b>	<b>Service Type</b>	<b>Frequency</b>	<b>Annual Amount</b>
BEHAVIORAL HEALTH BUILDING IV	830 SCENIC DR MODESTO, CA	19,318	Pest Away®	Alternate Monthly	\$ 168.00
BEHAVIORAL HEALTH TRAILER A	2215 BLUE GUM AVE MODESTO, CA	1,800	Pest Away®	Alternate Monthly	210.00
BEHAVIORAL HEALTH TRAILER B	2215 BLUE GUM AVE MODESTO, CA	1,800	Pest Away®	Alternate Monthly	210.00
BEHAVIORAL HEALTH BLDGS A & H	800 SCENIC DR MODESTO, CA	3,200	Pest Away®	Alternate Monthly	168.00
BEHAVIORAL HEALTH BLDG B	800 SCENIC DR MODESTO, CA	2,452	Pest Away®	Alternate Monthly	168.00
BEHAVIORAL HEALTH BLDG C	800 SCENIC DR MODESTO, CA	3,129	Pest Away®	Alternate Monthly	168.00
BEHAVIORAL HEALTH BLDG D	800 SCENIC DR MODESTO, CA	3,004	Pest Away®	Alternate Monthly	168.00
BEHAVIORAL HEALTH BLDG E	800 SCENIC DR MODESTO, CA	2,856	Pest Away®	Alternate Monthly	168.00
BEHAVIORAL HEALTH BLDG F	800 SCENIC DR MODESTO, CA	3,617	Pest Away®	Alternate Monthly	168.00
BEHAVIORAL HEALTH BLDG G	800 SCENIC DR MODESTO, CA	2,567	Pest Away®	Alternate Monthly	168.00
BEHAVIORAL HEALTH BLDG J	800 SCENIC DR MODESTO, CA	2,789	Pest Away®	Alternate Monthly	168.00
BEHAVIORAL HEALTH TRAILER C	2215 BLUE GUM AVE MODESTO, CA	1,200	Pest Away®	Alternate Monthly	210.00
STANISLAUS RECOVERY CENTER	1904 RICHLAND AVE CERES, CA	41,932	Pest Away®	Monthly	1,200.00
STANISLAUS RECOVERY CENTER (TRAILER TX-1)	1904 RICHLAND AVE CERES, CA	1,500	Pest Away®	Monthly	420.00
PEI PROGRAM	1917 MEMORIAL DR CERES, CA	3,932	Pest Away®	Monthly	480.00
DOWNEY AVE	301-307 DOWNEY AVE MODESTO, CA	7,200	Pest Away®	Alternate Monthly	510.00
FAMILY PARTNERSHIP CENTER	421 E. MORRIS AVE MODESTO, CA	5,950	Pest Away®	Alternate Monthly	420.00
TRANSITIONAL AGE YOUTH	1208 9 <sup>TH</sup> STREET MODESTO, CA	5,400	Pest Away®	Alternate Monthly	420.00
NAMI	500 N 9 <sup>TH</sup> ST, BLDG A MODESTO, CA	11,302	Pest Away®	Alternate Monthly	420.00
INTEGRATED FORENSIC TEAM	500 N 9 <sup>TH</sup> ST, BLDG B MODESTO, CA	11,410	Pest Away®	Alternate Monthly	420.00
LEAPS AND BOUNDS	4640 SPYRES WAY MODESTO, CA	4,950	Pest Away®	Alternate Monthly	420.00
<b>TOTAL:</b>					<b>\$6,852.00</b>

## COUNTY-WIDE AGREEMENT FOR PEST CONTROL SERVICES REQUEST FORM

**Instructions:** Departments requesting additional pest control service under their existing Agreement/Project with Clark Pest Control Inc. (Clark) shall complete this form and submit to Clark via email ([CPCWorkOrderBr2@clarkpest.com](mailto:CPCWorkOrderBr2@clarkpest.com)) with a copy to County's Project Manager ([PalmquistD@stancounty.com](mailto:PalmquistD@stancounty.com)). Clark will respond via email (copy to County's Project Manager) with pricing information and service start date.

**PART I: GENERAL INFORMATION:**

**Dept. & Project #      Dept. Rep.      Phone #      Email Address**

\_\_\_\_\_

**PART II: ADDITIONAL SERVICE(S) REQUESTED**

**\*\*PLEASE CHECK ALL THAT APPLY\*\***

- \_\_\_\_\_ Wasp Eradication (\$120/hour)
- \_\_\_\_\_ Pigeon Trapping (\$225/month)
- \_\_\_\_\_ Bird Netting & Exclusion (\$120/hour plus materials)
- \_\_\_\_\_ Bat Netting & Exclusion (\$120/hour plus materials)
- \_\_\_\_\_ Bait Boxes (\$2/box plus \$120/hour for service)
- \_\_\_\_\_ Other (describe): \_\_\_\_\_

**PART III: SERVICE LOCATION(S)**

County Office	Address	Bldg Sq. Ft	PRICE <i>(Clark to complete)</i>

**PART IV: CONFIRMATION**

Requested Service shall start on \_\_\_\_\_  
*(date)*

\_\_\_\_\_ Clark Pest Control, Inc. (signature)

**CLARK COMMENTS:**

\_\_\_\_\_  
\_\_\_\_\_