

- Consent
- Information/Discussion
- Action/Discussion

SUBJECT: WALK ON Contract for Services with Casner Exterminating Inc.

DATE: January 31, 2019

PERSON(S) RESPONSIBLE: Matt Kelly, Director of Facilities and Transportation

RECOMMENDATION:

The District Administration recommends the Board review and approve the contract for services with Casner Exterminating Inc. for termite extermination at Robert Down Elementary School.

BACKGROUND:

Termites have been swarming in room 16 at Robert Down Elementary School causing a disruption to class. Because of the amount of termites, the disruption to education, and unsuccessful preventative measures a pesticide treatment is necessary to eliminate the termites.

INFORMATION:

Treatment is scheduled for President's Day break when students and staff will be off for the week.

FISCAL IMPACT:

Fund 14 - \$5,000.00

PACIFIC GROVE UNIFIED SCHOOL DISTRICT

AGREEMENT FOR CONTRACTOR SERVICES

(To be used for provision of services involving potential for liability exposure for District)

THIS AGREEMENT is hereby entered into by the **Pacific Grove Unified School District**, hereinafter referred to as DISTRICT, and:

Casner Exterminating Inc.

Registration # PR 7135

CONTRACTOR	SOCIAL SECURITY NUMBER OR BUSINESS ID #		
11025 Commercial Parkway	Castroville	CA	95012
MAILING ADDRESS	CITY	STATE	ZIP

hereinafter referred to as CONTRACTOR.

CONTRACTOR agrees to provide to DISTRICT the services enumerated in Section G of this Agreement under the following terms and conditions:

- A. Services shall begin on February 1, 2019 and shall be completed on or before March 31, 2019.
- B. CONTRACTOR understands and agrees that CONTRACTOR and CONTRACTOR'S employees are not employees of the DISTRICT and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. CONTRACTOR shall assume full responsibility for payment of all Federal, State and local taxes or contribution including Unemployment Insurance, Social Security, and Income Taxes with respect to CONTRACTOR'S employees.
- C. CONTRACTOR shall furnish, at CONTRACTOR'S own expense, all labor, materials equipment and other items necessary to carry out the terms of this Agreement.
- D. In the performance of the work herein contemplated, CONTRACTOR is an independent contractor, with the authority to control and direct the performance of the details of the work, DISTRICT being interested only in the results obtained.
- E. CONTRACTOR agrees to defend, indemnify and hold harmless the DISTRICT, its Board of Trustees, employees and agents from any and all liability or loss arising in any way out of CONTRACTOR'S negligence in the performance of this Agreement, including but not limited to any claim due to injury and/or damage sustained by CONTRACTOR, and/or the CONTRACTOR'S employees or agents.

AGREEMENT FOR CONTRACTOR SERVICES (continued)

- F. CONTRACTOR shall maintain Insurance with a minimum \$1,000,000 combined single limits of general liability and automobile coverage.
- G. Services to render to the DISTRICT by the CONTRACTOR are as follows:
Provide labor and materials for soil treatment and electro-gun.

Neither party shall assign or delegate any part of this Agreement without the written consent of the other party.

- I. The work completed herein must meet the approval of the DISTRICT and shall be subject to the DISTRICT'S general right of inspection and supervision to secure the satisfactory completion thereof. CONTRACTOR agrees to comply with all Federal, State, Municipal and District laws, rules and regulations that are now, or may in the future become applicable to CONTRACTOR, CONTRACTOR'S business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.
- J. CONTRACTOR shall be paid at the rate of:

\$5,000.00 Lump Sum

Source of Funds: Fund 14 Deferred Maintenance

- K. Payments will be made by the District to the Contractor as follows:
 - 1) Lump sum upon completion of services rendered.
 - 2) Monthly - in accordance with provision of services.
 - 3) Other _____
- L. This agreement may be terminated by either party notifying the other, in writing, at least 30 days prior to the date of termination.
- M. CONTRACTOR shall sign and submit a W-9 to DISTRICT prior to providing service.

AGREEMENT FOR CONTRACTOR SERVICES (continued)

This Agreement is entered into this _____ day of _____, 20 _____.

For the Site/Program:

For the Contractor:

Site/Program Administrator Date

Name

For the District:

Title

Director of Human Resources Date

Date

Assistant Superintendent Date
(Board Approved January 31, 2019)

NOTE: PARAGRAPH "F" ABOVE IS HEREBY WAIVED IF SIGNED BELOW.

Assistant Superintendent

Date

- All signatures must be obtained before services are provided. -

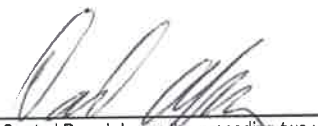
WOOD DESTROYING PESTS AND ORGANISMS INSPECTION REPORT

Building No. 485	Street PINE AVENUE	City PACIFIC GROVE	Zip 93950	Date of Inspection 1/18/2019	Pages 5
(831) 757-6000 (831) 373-6400 (831) 633-9000 Registration# PR 7135		CASNER EXTERMINATING INC. 11025 Commercial Pkwy. Castroville, CA 95012 (800) 655-4044 FAX (831)633-9081			
		Report: Document10 Escrow #			
Ordered By: MATT KELLY		Property Owner and/ or Party of Interest: C/O MATT KELLY		Completion sent to:	
COMPLETE REPORT <input type="checkbox"/> LIMITED REPORT <input checked="" type="checkbox"/> SUPPLEMENTAL REPORT <input type="checkbox"/> REINSPECTION REPORT <input type="checkbox"/>					
General Description: Furnished and occupied Building			Inspection Tag Posted: wall		
Other Tags Posted:					
An inspection has been made of the structure(s) shown on the diagram in accordance with the Structural Pest Control Act. Detached porches, detached steps, detached decks and any other structures not on the diagram were not inspected.					
Subterranean Termites <input checked="" type="checkbox"/> Drywood Termites <input checked="" type="checkbox"/> Fungus / Dryrot <input type="checkbox"/> Other Findings <input type="checkbox"/> Further Inspection <input checked="" type="checkbox"/>					
If any of the above boxes are checked, it indicates that there were visible problems in accessible areas. Read the report for details on checked items.					

2 A B

1 A B

FRONT

Inspected by **DAVID SHARP** License No. OPR 13270 Signature 

You are entitled to obtain copies of all reports and completion notices on this property reported to the Structural Pest Control Board during the preceding two years. To obtain copies contact: Structural Pest Control Board, 2005 Evergreen Street, suite 1500, Sacramento, California 95815.

NOTE: Questions or problems concerning the above report should be directed to the manager of the company. Unresolved questions or problems with services performed may be directed to the Structural Pest Control Board at (916) 561-8708, (800) 737-8188 or www.pestboard.ca.gov.

SECOND PAGE OF THE CASNER EXTERMINATING COMPANY STANDARD INSPECTION REPORT
OF THE PROPERTY LOCATED AT:

Address of
Property
Inspected

485

PINE AVENUE

PACIFIC GROVE

Bldg. No.

Street

City

1/18/2019

Document10

Date of Inspection

Co. Report No.

READ THIS DOCUMENT: IT EXPLAINS THE SCOPE AND LIMITATIONS OF A STRUCTURAL PEST CONTROL WOOD DESTROYING PEST & ORGANISM INSPECTION REPORT. A WOOD DESTROYING PEST AND ORGANISM INSPECTION REPORT CONTAINS FINDINGS AS TO THE PRESENCE OR ABSENCE OF EVIDENCE OF WOOD DESTROYING INSECTS OR ORGANISMS IN VISIBLE AND ACCESSIBLE AREAS ON THE DATE OF INSPECTION AND CONTAINS OUR RECOMMENDATIONS FOR CORRECTING ANY INFESTATIONS, INFECTIONS, OR SUCH CONDITIONS FOUND. THE CONTENTS OF THE WOOD DESTROYING PEST AND ORGANISM INSPECTION REPORT ARE GOVERNED BY THE STRUCTURAL PEST CONTROL ACT AND ITS RULES AND REGULATIONS. SOME STRUCTURES MAY HAVE HEALTH OR SAFETY DEFICIENCIES SUCH AS: MOLDS, LEAD, RADON OR ASBESTOS; MAY NOT COMPLY WITH BUILDING CODE REQUIREMENTS; MAY HAVE STRUCTURAL, PLUMBING, ELECTRICAL, HVAC OR OTHER DEFECTS OR HAZARDS THAT DO NOT PERTAIN TO WOOD DESTROYING ORGANISMS. A WOOD DESTROYING PEST AND ORGANISM INSPECTION REPORT DOES NOT CONTAIN INFORMATION ABOUT SUCH DEFECTS AS THEY ARE NOT WITHIN THE SCOPE OF THE LICENSE OF THE INSPECTOR NOR THE COMPANY ISSUING THIS REPORT.

SCOPE OF THE INSPECTION: This report covers areas that were open, visible and accessible at the time of inspection. Some areas are considered impractical for inspection and were not inspected. This includes areas concealed by: concrete slabs, pipes, heat ducts, floors, floor coverings, furnishings, stored items, built-in cabinet work, appliances (also not water tested), insulation, low clearance attic areas, roof coverings (also not walked on), walls, ceilings, stair fire walls, bay windows, soffits, roof gutters, interior of chimneys, areas above twelve feet from ground and/or floor levels and similar segments of the structure. Showers over finished ceilings were not water tested. Windows were not operated and coverings not removed. Vegetation, soil, rock, concrete and similar grade surfaces were not removed. Finished surfaces were not defaced. These areas were not inspected so as not to endanger health or property. Fences, retaining walls, and similar abutments were not inspected. Infestations or damage may exist in these areas without our knowledge and are not out responsibility. Arrangements can be made to have these areas inspected. **The exterior surface of the roof was not inspected. If you want the water tightness of the roof determined, you should contact a roofing contractor who is licensed by the Contractor's State License Board.**

WORK BY THIS FIRM: Fumigation and electro-gun treatments for drywood termites and soil treatment for subterranean termites are warranted for period of two(2) years, unless otherwise specified. Construction repairs performed by this firm are warranted for one(1) year from the date of completion with the exception of: Floor coverings, plumbing, patching, caulking, and similar water seals which are warranted for thirty(30) days. Our quoted prices are for locally available repair materials of similar quality and size which may not match exactly and do not include painting, staining, texturing nor paper-hanging. Prices are subject to change after forty-five(45) days. No guarantee is implied nor expressed for conditions which may become apparent after the date of inspection. If additional problems are found at concealed areas, or additional work is requested by interested parties or local building officials, a supplemental report will be issued with a price bid or estimate to make additional corrections.

WORK BY OTHERS: This firm will assume no responsibility for work performed by others. It is the property owner's responsibility to obtain and pay for necessary building permits associated with home maintenance (UBC Sect. 104(d)). We will reinspect work performed by others within ten(10) working days of request by the person ordering the original report when a bid or estimate for performing the work has been made by this firm. Work performed at enclosed areas to be reinspected prior to closing areas. Chemical applications (including copper naphthenate) made by others may make areas hazardous and inaccessible for us to reinspect. More than one reinspection may be required. The price of each reinspection will not exceed the price of the original inspection report fee. All reinspections must be made within four(4) months of the original inspection report date.

NOTICE: Reports on this structure prepared by various registered companies should list the same findings (i.e. termite infestations, termite damage, fungus damage, etc.). However, recommendations to correct these findings may vary from company to company. You have a right to seek a second opinion from another company.

Address of
Property
Inspected

THIRD PAGE OF THE CASNER EXTERMINATING COMPANY STANDARD INSPECTION REPORT
OF THE PROPERTY LOCATED AT:

485	PINE AVENUE	PACIFIC GROVE
Bldg. No.	Street	City
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THIS IS A LIMITED REPORT TO PORTIONS OF THE INTERIOR
WINDOWS AND SUBAREA AT THE REQUEST OF MATT KELLY. A
FULL INSPECTION OF THE ENTIRE STRUCTURE IS
RECOMMENDED.

1. **SUBTERRANEAN TERMITES.**

1A. Evidence of subterranean termites noted at the window at room 16.
RECOMMEND:

Chemically treat soil at both sides of foundation
and in the subarea crawl space at piers and pipes
entering soil with TERMIDOR for the control of
subterranean termites. At areas of paving, dime
sized holes to be drilled to reach soil and patched
after treatment. Accessible subterranean termite
tubes in contact with the soil to be removed at
areas of treatment. CASNER EXTERMINATING COMPANY
will exercise all due caution, however, we assume
no responsibility for damage which may result to
pipes, conduits, ducts or other items concealed by
concrete or paving.

NOTE: A two year warranty applies to the entire structure
for the control of subterranean termites.

1B. Subterranean damage noted at wall board room 16.

RECOMMEND: Owner employ appropriate trades to inspect and make
any needed corrections.

Address of
Property
Inspected

485

PINE AVENUE

PACIFIC GROVE

Bldg. No.

Street

City

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2. DRYWOOD TERMITES.

2A. Evidence of drywood termites noted at the interior window at room 8 at the second window.

"NOTICE; **Local treatment is not intended to be an entire structure treatment method. If infestation of wood-destroying pests extend or exist beyond the area(s) of local treatment, they may not be exterminated.**"

RECOMMEND: As a secondary recommendation to fumigation because only drywood termites at treated areas will be affected, offered as a positive control measure: use the "**EXTERMAX-SYSTEM**" employing the "**ELECTRO-GUN**" and with registered chemicals for the control of drywood termites in the local and accessible areas. Mask or remove accessible drywood termite pellets. ELECTRO-GUN treatments pose some risk of damage to electronic items. All sensitive items should be disconnected by owner prior to treatments and moved away from treatment area. CASNER EXTERMINATING COMPANY will not be responsible for damage to any electronic items.

NOTE: Two year warranty at treated areas only for the control of drywood termites.

2B. Termite damage noted at the interior window sill at room 8.
RECOMMEND: Repair as needed.

4. OTHER FINDINGS.

4A. Ants noted throughout the structure.

RECOMMEND: Contact our Branch II office for inspections and recommendations.

Address of
Property
Inspected

485 Bldg. No.	PINE AVENUE Street	PACIFIC GROVE City
1/18/2019 Date of Inspection	Document10 Co. Report No.	

NOTICE TO OWNER/TENANT
CAUTION STATEMENT

1. PEST TO BE CONTROLLED:

- | | |
|----------------------------|--------------------------|
| (XX) Drywood Termites | () Fungus |
| (XX) Subterranean Termites | () Dampwood Termites |
| () Wood Boring Beetles | (XX) Carpenter Ants/Bees |

2. PESTICIDES PROPOSED TO BE USED:

- | | | |
|-------------------|--------------------|---------------------------------------------------------------------------------------------------------------------------------|
| () CHLOROPICRIN: | Active ingredient: | Chloropicrin, used as warning agent with FUMIGANTS. |
| () VIKANE GAS: | Active ingredient: | Sulfuryl Fluoride. |
| () PREMISE 75: | Active ingredient: | Imidacloprid, 1-((6-Chloro-3-pyridinyl)methyl)-N-nitro-2-imidazolidinimine |
| () DRIONE: | Active ingrediant: | Pyrethrins 1.00%, Piperonyl Butoxide, Technical 10.00% Amorphous Silica Gel 40.00 % |
| () BORA-CARE: | Active ingredient: | Disodium Octaborate Tetrahydrate |
| (XX) TERMIDOR: | Active ingredient: | Fipronil: 5-amino-1-(2,6-dichloro-4-(trifluoromethyl) phenyl)-4-((1,r,s)-(trifluoromethyl)sulfinyl)-1-h-pyrazole-3-carbonitrile |
| () ALTRISSET | Active ingredient: | Clorantraniliprole 3-bromo-n-(4-cloro-2-methyl-6(methylamino)carbynyl(phenyl-1-(3-chloro-2-pyridinyl)-1h-pyrazole-5-carboxamide |

3. State law requires that you be given the following information:

CAUTION--PESTICIDES ARE TOXIC CHEMICALS. Structural Pest Control Companies are registered and regulated by the Structural Pest Control Board, and apply pesticides which are registered and approved for use by the California Department of Food and Agriculture and the United States Environmental Protection Agency. Registration is granted when the state finds that based on existing scientific evidence there are no appreciable risks if proper use conditions are followed or that the risks are outweighed by the benefits. The degree of risk depends upon the degree of exposure, so exposure should be minimized.

"If within 24 hours following application, you experience symptoms similar to common seasonal illness comparable to the flu, (headache, nausea, vomiting, cramps, weakness, blurred vision, pin-point pupils, tightness in the chest, labored breathing, sweating, watering of eyes, excessive salivating of mouth, muscle spasms, and coma) contact your physician or poison control center and your pest control company immediately."

FOR FURTHER INFORMATION CONTACT ANY OF THE FOLLOWING:

- CASNER EXTERMINATING COMPANY..... (831) 757-6000
 POISON CONTROL CENTER..... (800) 662-9886
 HEALTH QUESTIONS: MONTEREY COUNTY HEALTH DEPARTMENT..... (831) 755-4500
 SAN BENITO COUNTY HEALTH DEPARTMENT..... (831) 637-5367
 SANTA CLARA COUNTY HEALTH DEPARTMENT..... (408) 299-5822
 SANTA CRUZ COUNTY HEALTH DEPARTMENT..... (831) 454-2022
 APPLICATION INFO: MONTEREY COUNTY AGRICULTURAL COMMISSIONER. (831) 759-7325
 SAN BENITO COUNTY AGRICULTURAL COMMISSIONER. (831) 637-5344
 SANTA CLARA COUNTY AGRICULTURAL COMMISSIONER (408) 918-4600
SANTA CRUZ COUNTY AGRICULTURAL COMMISSIONER. (831) 763-8080
 REGULATORY INFO: THE STRUCTURAL PEST CONTROL BOARD (800)737-8188

2005 Evergreen Street, Suite 1500
SACRAMENTO, CA 95815

PESTICIDES USED SUBJECT TO CHANGE WITH PRIOR NOTICE

Address of
Property
Inspected

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Bldg. No.	Street	City
<hr/>		
1/18/2019	Document10	
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WORK ORDER AND PAYMENT AGREEMENT

1A: \$4,500.00 SOIL TREATMENT
2A: \$500.00 ELECTRO-GUN
2B, 4A: OTHER TRADES

NOTICE TO OWNER: Under the California Mechanic's Lien Law any structural pest control company which contracts to do work for you, any contractor, subcontractor, laborer, supplier or other person who helps to improve your property, but is not paid for his or her work or supplies, has a right to enforce a claim against your property. This means that after a court hearing, your property could be sold by a court officer and the proceeds of the sale used to satisfy the indebtedness. This can happen even if you have paid your structural pest control company in full if the subcontractor, laborers or suppliers remain unpaid.

Circle the items you wish completed by us and enter total here: \$ _____
Certification can be provided with the completion of all Section I items.

TERMS: The undersigned customer does hereby agree to pay the sum of \$ _____ within 10 days of the issuance "Notice of Completion." Accounts 30 days past due are subject to a 1.5% monthly late charge, 18% per annum. Payment of said moneys through escrow is hereby guaranteed by the customer to be paid within the grace period of 10 days. The customer does hereby agree to pay to the contractor reasonable attorney fees and collection fees when the contractor must use legal recourse to collect said moneys whether a suit has been filed or not.

CONDITIONS

1. If during the course of the authorized work, any permits or changes are required or deemed necessary by the Building Department, it will be done at an additional cost.
2. If during the course of the authorized work, plumbing repairs or electricity problems are found to be necessary, this will be the responsibility of the property owner.
3. Should, during the course of the authorized work, damage be found to extend beyond the scope and perimeter of our report, a supplemental report and bid will be submitted covering the cost and direction for any such items.
4. When work is being performed, owner is to supply water and/or electricity if needed.
5. CASNER EXTERMINATING COMPANY will use reasonable care in the performance of work described herein and shall not be responsible for damage to any plant, shrub or roof.
5. CASNER EXTERMINATING COMPANY appreciates this opportunity to service you and will do the above work to the very best of its ability. Unless otherwise stated, our work is finished ready for painting. We assume no responsibility for damage or infestations that cannot be reasonably detected without opening concealed timbers or areas.
7. CASNER EXTERMINATING COMPANY reserves the right to charge a cancellation fee of \$200.00 if notice of cancellation of ordered work is received less than seventy-two (72) hours (excluding weekends and holidays) prior to commencement of work.
8. If all work is not authorized, prices are subject to review. Our minimum charge is \$500.00.

Submitted by: **CASNER EXTERMINATING COMPANY**
11025 COMMERCIAL PARKWAY
CASTROVILLE, CA 95012

I HAVE READ THE TERMS AND CONDITIONS OF THIS CONTRACT. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

OWNER/AGENT SIGNATURE: _____
 OWNER/AGENT PRINT NAME: _____

DATE: _____
 PHONE #: _____