LOS RIOS COMMUNITY COLLEGE DISTRICT

PURCHASING: (916) 568-3071 ACCOUNTING: (916) 568-3065

FAX: (916) 568-3145

PLEASE SEE REVERSE SIDE FOR SPECIAL INSTRUCTIONS, TERMS AND CONDITIONS.

PURCHASE ORDER NO

0001067674

Date	Revision	Page
07/02/2012		1.
Payment Terms	Freight Terms	Ship Via
NET 30 Sh	nipping Point	Best Metho
Reference:		Location / Dept
769066 C.JOHNS	ON JA POONV	04OPER

Vendor: 0000004237 PEST CONTROL CENTER INC

3845 MADISON AVENUE NORTH HIGHLANDS CA 95660

7/1/12-6/30/13

PERFORMING ARTS CENTER AT FLC.

Ship To: FOLSOM LAKE COLLEGE

RECEIVING

10 COLLEGE PARKWAY FOLSOM CA 95630 **United States**

Bill To:

1919 Spanos Court

Sacramento CA 95825-3981

United States

Tax Exempt? N

email:

Due Date Quantity UOM PO Price Extended Amt Item/Description Line-Sch PEST CONTROL SERVICES: EXTERIOR 1- 1 2,268.00 07/06/2012 1.00 EA 2,268.00 MONTHLY FEE AT \$189 FOR CLASSROOMS, ADMIN AREA/OFFICES AND VISUAL AND

> **Sub Total Amount** Sales Tax Amount **Total PO Amount**

2,268.00 0.00 2,268.00

BU Sub Proj **Amount BYear** <u>Org</u> Prog GENFD FL.VA.OPER 2,268.00 2013

Verification of this purchase order can be made using the Los Rios Community College District web site listed below. If you have any questions, please contact the Purchasing Office at (916)568-3071.

http://www.losrios.edu/purchasing/povalidation

All shipments, invoices, and correspondence must be identified with our Purchase Order Number. Overshipments will not be accepted unless authorized by Buyer prior to shipment. Authorized Signa

Notice to vendor. You are responsible for delivering goods and delivery documents to the Receiving Department at the site. Failure to do so will delay payment processing. Vendor is responsible for obtaining vertification of delivery by authorized Receiving Room personnel. Receipt of goods by other parties and failure to obtain authorized signatures may also delay payment. NOTE: PAYMENT TERMS NET 30 MATERIAL SAFETY DATA SHEETS (MSDS) must be provided with the delivery of product as required by law.

PURCHASE ORDER TERMS AND CONDITIONS

- 1. APPLICABLE LAW: The contract resulting from this order shall be governed by the laws of the State of California
- 2. COMPLETION OF ORDERS: LRCCD reserves the right to withhold payment until order is completed.
- 3. DISCOUNTS: Please show cash payment discount offered on your invoice in connection with any discount offered, time will be computed from date of delivery of the supplies or equipment, or from date correct invoices are received in the office specified by LRCCD if the latter date is later than the date of delivery. Payment is deemed to be made for the purpose of earning discount, on the date payment is mailed or on behalf of LRCCD.
- 4. INVOICES: invoices shall be prepared and submitted in duplicate unless otherwise specified. Invoices shall contain Purchase order number, date, description of items, sizes and quantities, unit prices, extended totals, place and date of delivery. Invoices or vouchers not on printed bill heads shall be signed by the CONTRACTOR or person furnishing the supplies or services. Every invoice shall be properly itemized. If LRCCD has not received billing for product or services within a one year period LRCCD will not be held responsible for satisfying the debt.
- 5. CHANGES: No change or modification in terms, quantities, or specifications may be made without express authorization in writing from the LRCCD Purchasing Office and signed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto. If unit cost of any item exceeds the amount shown by 10% or \$250.00 whichever is less do not ship. Contact LRCCD Purchasing at the phone number provided.
- 6. BILL OF LADING: If Bill of Lading is applicable to this order, send originals to "Ship to" address and duplicate Bill of Lading with invoices to "Bill to" address. All correspondence, invoices, bills of lading, shipping memos, packages, etc., must show purchase order number. If factory shipment, advise factory to comply.
- 7. TRANSPORTATION CHARGES: Invoices for prepaid transportation charges must be supported by original receipted expense bills.
- 8. FOB POINT AND FREIGHT CHARGES: Unless otherwise specified on this order, all items shall be delivered FOB Destination. No charge for delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, or for any other purpose will be paid by LRCCD unless expressly included and itemized in the order. Unless otherwise shown, on "FOB Shipping Point" transactions, CONTRACTOR shall arrange for lowest cost transportation, prepay and add freight to invoice and furnish supporting freight bills if the amount exceeds \$50.00. On "FOB Shipping Point" transactions, should any shipments under this purchase order be received by LRCCD in a damaged condition and any related freight loss and damage claims filed against the carrier or carriers be wholly or partially declined with the inference that damage was the result of the act of the shipper such as inadequate packaging or loading or some inherent defect in the equipment and/or material, CONTRACTOR on request of LRCCD shall at CONTRACTOR's own expense assist LRCCD in establishing carrier liability by supplying evidence that the equipment and/or materials was properly constructed, manufactured, packaged, and secured to withstand normal transportation conditions. Shipments that are California intrastate in nature and where freight is to be borne by LRCCD shall be tendered to carriers with written instructions that rate and charges may not exceed the lowest lawful rates on file with the California Public Utilities Commission.
- 9. PATENT INDEMNITY: The CONTRACTOR shall hold LRCCD, its officers, agents and employees harmless from alleged liability of any nature or kind, including costs and attorney fees and expenses, for infringement or use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in connection with the contract or purchase order.
- 10. TAXES: Certain articles sold to LRCCD are exempt from certain Federal excise taxes. LRCCD will reimburse the CONTRACTOR for, or pay directly, all California State and local sales and use taxes applicable to this purchase.
- 11. EQUAL OPPORTUNITY EMPLOYER: The acceptance of this purchase order by a supplier of goods and services is a certification that such supplier complies with all provisions of executive order 11246 and is an equal opportunity employer.
- 12. GENERAL SAFETY ORDERS: All materials, supplies and services sold to LRCCD shall conform to the general safety orders of the State of California. All materials, except as otherwise specified, must be new and of the best quality of their respective kinds.
- 13. INDEMNIFICATION: CONTRACTOR shall indemnify, defend and hold harmless LRCCD, its trustees, officers, agents, employees and volunteers, from any and all claims, demands, suits, causes of action, damages, penalties, breaches of this agreement, infringement of patent rights, costs, expenses, violations of employee occupational health and safety laws, attorney fees, losses or liability, property damage, personal injuries to or death of persons, arising out of, alleged to have arisen out of, or relating in any way to CONTRACTOR's work to be performed under this agreement, except if caused solely by the negligence of LRCCD.
- 14. TERMINATION: LRCCD may terminate this agreement and be relieved of the payment of any consideration to CONTRACTOR should CONTRACTOR fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination LRCCD may proceed with the work in any manner deemed proper by LRCCD. The cost to LRCCD shall be deducted from any sum due the CONTRACTOR under this agreement and the balance if any, shall be paid the CONTRACTOR upon demand.
- 15. ASSIGNMENT: Without the written consent of LRCCD, this agreement is not assignable by CONTRACTOR either in whole or in part.
- 16. PUBLIC WORKS PROJECTS: CONTRACTOR must comply with Public Contract Code.
- 17. CA LABOR CODE: Pursuant to Section 1700, and following, the CONTRACTOR shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations. Copies of such prevailing rate of per diem wages are on file at the Business Office of the Los Rios Community College District, 1919 Spanos Court, Sacramento, CA 95825. Those copies shall be made available to any interested party upon request. The CONTRACTOR shall forfeit, as penalty to the LRCCD, Fifty Dollars (\$50.00) for each calendar day or portion thereof, for each workman paid less than the stipulated prevailing rates for any work done under the contract by him/her or by any subcontractor under him, in violation of the provisions of such Labor Code.
- 18. NOTICE: Your employees <u>may</u> be exposed to hazardous substances during the course of their work while on LRCCD property. For additional information on the hazardous substances that your employees <u>may</u> be exposed to contact the LRCCD General Services Department at (916) 568-3048.
- 19. INSURANCE: CONTRACTOR shall, at all times, maintain in full force and effect the following insurance: Workers' Compensation, Commercial General Liability, Auto Liability, and Professional Liability if licensed professional. Policy limits for each shall be at least \$1,000,000 AND \$3,000,000 AGGREGATE for bodily injury, personal injury and property damage. Any combination of General Liability and Excess Coverage can be combined to meet the Aggregate. LRCCD shall be named as an additional insured on CONTRACTOR's policies. The CONTRACTOR shall provide a certificate of insurance and required endorsements to comply with this section at least 15 days prior to commencement of work under this contract. The certificate shall state that LRCCD will be given 30 days notice of any material change or cancellation in coverage.
- 20. DISQUALIFIED EMPLOYEES: CONTRACTOR shall ensure that persons who perform services on LRCCD property have not been convicted of any felony, or any controlled substance offense or any sex offense as those terms are defined by Education Code section 87008-87010. If LRCCD determines that any person employed by CONTRACTOR to work on LRCCD property is incompetent, unfaithful, intemperate, disorderly, abusive or is otherwise unsatisfactory, CONTRACTOR shall cause that employee to be removed from working on LRCCD property immediately, and that person shall not be employed again on LRCCD property.
- 21. WORK AUTHORIZATION: Prior to LRCCD's acceptance of this Agreement, CONTRACTORs who are not U.S. citizens must provide verification of (a) work authorization status from the appropriate U.S. Department of State; (b) a copy of their U.S. visa; (c) the number of days present in the U.S.; and (d) tax treaty status. LRCCD shall not make any payments to CONTRACTOR unless CONTRACTOR holds the appropriate U.S. visa. CONTRACTOR is responsible for ensuring they are in possession of the appropriate visa.
- 22. WARRANTY: CONTRACTOR expressly warrants that all materials, goods, equipment, services, and/or labor shall conform to the requirements set forth or incorporated into this order and any applicable industry standards or requirements, shall be merchantable and free from defects in workmanship, materials and/or design (including latent defects), and shall perform as specified. CONTRACTOR further warrants that all materials, goods, equipment, services, and/or labor will be fit and sufficient for the particular purposes intended by LRCCD. Unless agreed upon otherwise between LRCCD and CONTRACTOR, the warranty period shall be the longer of: (a) any express warranty included in this service agreement; (b) one year after the materials, goods, equipment, services, and/or labor are accepted by LRCCD; or (c) any warranty period provided under any applicable California law.

 (revised 04/2012)

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SACRAMENTO AREA OFFICE

3845 MADISON AVENUE NORTH HIGHLANDS, CA 95660-5010 916-344-4400 800-303-7707 FAX 916-334-6712



PLACERVILLE AREA OFFICE 5761 PLEASANT VALLEY ROAD EL DORADO, CA 95623-4200 530-622-4810 800-303-7707 FAX 530-622-7830

DATE: May 8, 2012

NAME: Los Rios College District; Folsom Lake College

SERVICE ADDRESS: 10 College Parkway, Folsom CA 95630 BILLING ADDRESS: 10 College Parkway, Folsom CA 95630

PHONE: 916-608-6585

FAX: 916-608-6553

WORK: 916-608-6500

AREAS TREATE	<u>D</u>		COVERED PE	<u>STS</u>
EXTERIOR	XXX		ROACHES	XXX
INTERIOR	X as nee	ded	ANTS	XXX
POOL AREA			RATS/MICE	XXX
REFUSE AREA	XXX	<u> </u>	FLEAS	XXX
OFFICE/LAUNDRY	XXX		TREES	
•			OTHER	Centipedes
FREQUENCY OF WEEKLY MONTHLY BI-MONTHLY (EVERY TO QUARTERLY TWICE MONTHLY ONE TIME OTHER		XXX	Agree - - - - - - - - - - - - - - - - - -	pted By, with ment to follow Structure ville, President

COMMENTS: Provide pest control service to the permanent buildings on campus not including FLP Classrooms. Rodent control at this time includes trapping as needed. Installation and monitoring of bait stations would be an extra charge if/or when needed. Planned treatment of the exterior of buildings a minimum of 6 times a year; servicing 1/2 the complex per month. Inbetween visit call backs are no charge for covered pests. Flying insects, bedbugs, termites or plant pests are extra.

Normal working hours are M-F 8AM to 4PM. Saturday or after hours service is available for a slight extra charge. \$35.00 emergency fee may apply.

PRICE: \$189.00 per month

DOES NOT COVER BEES, WASPS, CARPENTER OR PHARAOH ANTS; HOWEVER, THEY CAN BE TREATED AT AN ADDITIONAL CHARGE

OTHER LOCAL PHONES

ELK GROVE/LAGUNA - 916-686-4400 · CITRUS HEIGHTS/ROSEVILLE/LINCOLN/ROCKLIN/GRANITE BAY- 916-782-4400 WOODLAND - 530-668-4400 · DAVIS/EL MACERO - 530-758-4440 · FAIR OAKS/FOLSOM - 916-988-4440 · AUBURN/NEWCASTLE - 530-885-4405 EL DORADO HILLS /SERRANO- 916-933-3113 · CAMERON PARK/POLLOCK PINES - 530-622-4810



Unless otherwise stated, this agreement is enforceable under all laws. If default is made of any payment or installment, at the option of Pest Control Center Inc., without notice, the entire remaining agreed amount shall become due and payable. Should an attorney be engaged or if legal proceedings become necessary, the undersigned jointly or severally, by acceptance of this agreement, agrees to pay all costs of a law suit, collection fees and any reasonable attorney fees for the prosecution of the same as determined by the court. If necessary, California Mechanics Lien Laws will apply. If necessary, a lien release will be issued when full payment is received and bank cleared.

Accounts referred to a collection company will incur EXTRA collection charges that will be added to the amount due. A \$25 extra charge will be made for all returned checks. Services will be performed during normal working hours which are Monday-Friday 8:00 a.m. to 4:00 p.m. Services performed after these hours or on Saturdays will cost extra. SERVICES ARE PAYABLE AND DUE WITHIN 10 DAYS AFTER COMPLETION; unless prior arrangements are made. 1 ½ % PER MONTH FINANCE CHARGE (18% PER YEAR) CHARGED ON ALL BALANCES ON ACCOUNTS OVER 30 DAYS PAST DUE.

MATERIALS & WORKMANSHIP:

All materials used are selected for their effectiveness and durability prior to use on your property. The materials used shall conform to Federal and State Laws. The work on your property will be performed in a professional and responsible manner. All necessary precautions will be taken to ensure that no harm will come to your property, pets and other personnel effects. In saying this, Pest Control Center, Inc. and its employees cannot be held responsible for their well-being.

Pest Control Center, Inc. will maintain all necessary licenses and insurance policies during the entire term of this agreement. It is understood that while the purpose of the service is to stop and prevent pests from accessing the areas, Pest Control Center, Inc. will not be responsible for any damage may or may not be caused by pests and/or their droppings.

Kathleen Kirki Print Name Here

I understand the above statements & abide by them.

Authorized Signature

Quotet 1 109500



ONE ON ONE PEST CONTROL PROPOSAL

(916) 429-6621

SUBMITTED TO: Folson LAKE (cl/ege PHONE: 608-6585 DATE: 23 WAY ZUZ CONTACT NAME: College Kluy CITY & STATE: Folson ZIP: 75630
CONTACT NAME: COKEN JOHNSON (APRI) TITLE:
JOB ADDRESS: 10 College Kluy CITY & STATE: Follow ZIP: 75630
STRUCTURE TYPE: (CIRCLE) □ APT □ COMM □ CONDO □ HOSP □ INDUSTRIAL □ MOBILE HM □ RESTAURANT □ SINGLE FAM NOTHER COLLEGE
EXTERIOR SERVICE INFORMATION: This service is designed to stop the intrusion of pests from the outside to the inside areas, and to maintain control of pests around the building.
INTERIOR SERVICE INFORMATION: Each service, or when a problem arises, a set day and time will be arranged at your convenience to take care of the specific pest problem.
PEST COVERED: (Check One)
MANTS MIROACHES MICE MIRATS WISPIDERS □ FLEAS MISILVERFISH □ TICKS □ BEES MISOWBUGS □ MITES
□ GOPHERS CEARWIGS CRICKETS □ FLIES □ HORNETS □ PIGEONS CEPILLBUGS □ OPOSSUMS □ SQUIRRELS
□ WASPS □ YELLOWJACKETS □ OTHER
AREAS COVERED: (Circle) INTERIOR/EXTERIOR/INTERIOR ON REQUEST TOTAL # OF UNITS: # OF UNIT SERVICED: SVC'S PER MO: TIME OF SERV: DAY: WEEK:
□ CLEAN-UP CHARGE \$ FREQUENCY OF SERVICE □ MONTHLY □ QUARTERLY □ BI-MONTHLY
\swarrow monthly chg \$ 295° d pay monthly \$ d pay quarterly \$ d pay bi-monthly \$
□ ONE-TIME SER. CHG \$ □ FOR MO/YR OF □ PAYABLE UPON SERVICE □ CASH □ CHECK # /
REMARKS: EVERY 2 MONTHS SEPVICE Of EXTERIOR Building on CAMPUSA NO Charge for return visit TO Service inside of buildings, if needed
NOTE: This proposal is valid through ONE ON ONE PEST CONTROL COMPANY
I have read, understand, and hereby agree to all terms and conditions of this proposal. The above prices, specifications, and conditions are satisfactory and
hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.
Accepted (Owner or authorized agent signature) Date: (Field Representative) ORP 36
(Authorized By) (License Number)
(Print Name and Title)

ALL PROPOSALS SUBJECT TO OUR OFFICE APPROVAL

We appreciate this opportunity, and are confident that our program will assist you in maintaining a comfortable pest-free environment.



Commercial Services

Service Proposal for

Folsom Lake College - Folsom Campus

6 124

Page 1 of 1

4)

Quotes are valid for 90-days and are subject to negotiation. Please reference a current Orkin Commercial Services "Service Agreement" for all applicable legal language as they do supersede and are applicable to this proposal.

May 10, 2012

Sammy Wong, Account Manager - Orkin Commercial Services Phone: 916-233-7026 Presented by:

E-mail: swong@orkin.com

Total Investment (1-year term) \$4,813.00 \$578.00 \$385.00 Plus, *Initial (first) Service Fee = Regular Service Rates Monthly Service Rate = service per month. *Additional service requests to treat spontaneous infestations of a *general pest are General Pest Control Service with (1) scheduled General Service Description complimentary. Folsom Lake College - Main Campus 10 College Parkway, Folsom CA 95630 (including: "Three Stages" Facility) Service Location

* Initial (First) Service Fee - is a one-time charge which includes consideration for additional time and effort to gain immediate control and assessment of existing pest conditions during the first scheduled service by an Orkin Service Technician and deployment of any equipment or pest monitoring device, if applicable.

- Initial existing pest presence assessment of each service site by an Orkin Service Technician
- Initial interior pest presence evaluation by an Orkin Service Technician or treatment per Customer request during the first service
- Initial exterior general pest treatment
- Strategic deployment of pest traffic monitoring devices (at Orkin Service Technician's discretion

General Scope of Service:

Orkin Commercial Services will provide exterior general pest control service on a scheduled basis and interior general pest control service on an as-needed basis or as requested by authorized personnel. Each building* or structure* will receive an exterior spot treatment during each scheduled service.

* Buildings and Structures Identified for General Pest Control Service:

- FL-1 (Aspen Hall)
- FL-2 (Cypress Hall)
 - FL-3 (Buckeye Hall)

Campus Services

• FL-4 (Dogwood Hall) • FL-5 (Lilac Hall)

- College Administration
- Physical Education

Falcon's Roost

Three Stages

- soon as possible. Variables that may affect timeliness of service include, but not limited to: time the Customer made the request, availability of nearest Orkin Service the frequency and nature of service request becomes unreasonable at which time a courtesy reevaluation of services will be provided. Orkin will expedite service as "Additional Service" Requests: Requests for additional service for treatment of a spontaneous infestation of a general pest are unlimited and complimentary unless Technician and nature of infestation or service request.
- scenarios require additional effort and are quoted for service on an on-demand basis or may be amended as a regularly scheduled service if the option is available. * "General Pest" excludes: pharaoh ant, carpenter ant, fire ant, bee swarm, bee hive, honey bee, wood destroying pests, birds, bats and bed bug. These pest

Primary Target Pest(s): centipedes and common ants

(Listing "primary target pests" merely identifies pests of interest for emphasis and consideration during service and does not limit treatment to those pests.)

Quale#3

t121001000 #00

3845 Madison Avenue North Highlands, CA 95660-5010 Pest Control Center, Inc. 916-344-4400 Location: [112599] Bill-To: [100154] FOLSOM LAKE COLLEGE 10 COLLEGE PARKWAY COLLEEN JOHNSON FOLSOM, CA 95630



270806 07/09/12 Monday

Order: Work Date:

MONTHLY 09 COM 4 FRANK C.

Sched Freq:

Time:

Route: Tech:

02:00

Professional Service Since 1 Locally Owned & Operated

5859-819-916, 916-608-6500 7011 Jubhohe Alt Ph

918 508-6545 Fax

DESCRIPTION OF SERVICE " WE TREAT YOUR HOME LIKE OUR OWN"

Initial Service on a Commercial Property

FR 36002 _ast Service: 07/27/05 Farget Pest: PESTS NET 30 112599 _ocation: Terms :: [:

Frank Claverie

Amount Due

Amount Remitted

*7770800 ** PLEASE WAIL/STUBON

PLEASE TEAR OFF HERE

\$189.00

\$189.00

\$0.00 \$189.00

Subtotal

Total Ä

\$189.00

CUSTOMER COPY - PLEASE SEE REVERSE SIDE

TREAT 1/2 THE COMPLEX EACH MONTH GUARANTEE WHOLE COMPLEX EACH MONTH SERVICE

C COMM INITIAL

PO# 1067674

we charge of 11/2% per month will be charged on all accounts that are 30 days or mo gree to pay all amounts when due according to the original agreement. In the event of by the court, if this account has to be referred to a collection agency, an additional 50