

WARREN-HAMILTON COUNTIES  
**OFFICE FOR THE AGING**  
1340 STATE ROUTE  
LAKE GEORGE, NEW YORK 12845

CHRISTIE SABO  
DIRECTOR

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**HUMAN SERVICES COMMITTEE MEETING**  
**Monday, October 27<sup>th</sup> 2014 at 9:30am**  
**OFFICE FOR THE AGING AGENDA**

- I. Committee meeting called to order by Edna Frasier
- II. Action Agenda
  - a) Resolution Request Form #3 New Contract
  - b) Resolution Request Form #3 New Contract
- III. Old business/pending items- N/A
- IV. Current business- N/A

# RESOLUTION REQUEST FORM NO. 3

## Request for New Contract

DEPARTMENT NAME: OFA

DATE: 10/27/14

- (a) Is this a Result of a Bid or Request for Proposal? No
- (b) Purpose of Contract: To provide pest control services at mealsites as required by the lease agreements
- (c) Name of Contractor: Rollins Inc DBAOrkin Pest Control
- (d) Address of Contractor: 537 Queensbury Avenue, Queensbury, NY 12804
- (e) Contractor's Contact Person and Telephone Number: Steve Martindale 1-800-842-2847
- (f) Has or will the Contract be provided, if so, please attach:
- (g) Commencement Date of Contract: 12/1/14
- (h) Termination Date of Contract: 11/30/16 (auto renewal if no material changes)
- (i) Payment Provisions:
  - i) lump sum amount
  - ii) hourly rate amount
  - iii) total amount not to exceed \$1400 (in 2 years)
  - iv) how will payments be made (i.e. monthly, quarterly, upon completion of the project, etc.
- (j) Where are the Funds for this Contract? List Budget Code, Object Code, Full Title\* and Amount: OR Capital Project OR Capital Reserve Project Number, Title, and Amount: A6771 413 Nutri. For Elderly-Ham.Co. Repair & Maint.-Bldg/Property \$700

Sample: A.1010 470 Legislative Board – Contract Sxx.xx  
Capital Project No. H289.9550 480 – Old Jail Renovations Sxx.xx

\*as listed in budget and LOGOS



# Orkin Pest Control

## Commercial Services Agreement

THIS AGREEMENT IS CONTINGENT UPON THE APPROVAL AND SIGNATURE OF A REPRESENTATIVE OF ORKIN MANAGEMENT, WHO HAS AUTHORITY TO EXECUTE IT ON BEHALF OF ORKIN.

ROUTE <u>5</u>	GRID # <u>12847</u>
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COMMERCIAL SERVICES

Customer Name Warren County Date \_\_\_\_\_

Billing Address 1340 State Route 9

City Lake George State NY Zip Code 12845 Phone 518-761-6347

### I. INTENT

A. This Agreement is intended to constitute a mutual understanding between Warren Co. Long Lake Water (the Customer) and Orkin, LLC (Orkin Pest Control).

B. The specifications indicate services to be rendered by Orkin at the building(s) and premises of the Customer located at (service address): 1100 main st

County Name: Warren Is this within city limits?  Yes  No  Gold Medal Customer  Element

### II. SCOPE AND NATURE OF WORK

A. Orkin agrees to provide service for the following pests:

Roaches  Common ants  Rats and mice  Pharaoh ants\*  Common spiders  Flies  Odor  Other \_\_\_\_\_  
Service means the periodic treatment to help control/combate the targeted pests. Service cannot guarantee the targeted pests will not return, but if they do, Orkin will retreat, as set out under the Triple Guarantee attached hereto and incorporated into this Agreement. \*Additional monthly charge required to cover these ants.

B. Service Exclusions. 1. Services Requiring a Separate Agreement: The Customer understands that this Agreement does not cover Carpenter Ants, Fire Ants, Bed Bugs, or Mosquitoes. Service for these pests requires a separate Agreement or Addendum. The requirement of a separate agreement or addendum can not be waived by the Customer or any employee or agent of Orkin. 2. Additional Exclusions: This Agreement does not cover Brown Recluse Spiders or mold or any mold-like conditions. This exclusion can not be waived by the Customer or any employee or agent of Orkin.

### III. CUSTOMER OBLIGATIONS

- A. The Customer shall extend all necessary cooperation to ensure satisfaction from pest services, including: availability of premises; appropriate sanitation, and corrective construction measures.
- B. Whenever conditions conducive to the breeding and harborage of pests covered by this Agreement are reported to the Customer in writing by Orkin, the Customer shall take the necessary steps to correct such conditions.
- C. The Customer is responsible for communicating with all persons in the premises about the treatments and the nature of services offered hereunder; moreover, the Customer acknowledges that it has no information, or has communicated to Orkin in writing any information it does have, that any persons in the premises have any medical condition or sensitivity which may be affected by the services contemplated by this agreement.
- D. Should the Customer discover any targeted pests during the term of this Agreement, they must follow the applicable notification and documentation processes as set out in the scope of service, provided by Orkin.
- E. Failure of the Customer to take necessary steps to correct conditions reported to it or to otherwise comply with the Customer Obligations will relieve Orkin of its obligations under the Triple Guarantee and will permit Orkin, at its discretion, to terminate this Agreement with sixty (60) days written notice.

### IV. SERVICE SCHEDULE

- A. Orkin service representative shall service the Customer (service frequency)  1 Time  2 Times  4 Times per month  Other Every other month
- All areas requiring attention shall be treated as deemed necessary by Orkin.
- B. Orkin representatives shall make additional visits and treatment as they are deemed necessary at no additional charge. Such service visits shall also be made promptly when requested by a designated representative of the Customer.

### V. TERMS OF AGREEMENT

- A. This agreement shall be effective for a period of  1  2  3 years and shall renew itself from month to month thereafter until terminated by either party upon sixty days' written notice.
- B. For multiple year agreements, the monthly service charge will not increase for two years after the initial treatment. Thereafter, and for all non-multiple year agreements, Orkin shall have the right to increase the service charges effective anytime after the anniversary date of the initial treatment.
- C. The Customer acknowledges that the terms and conditions between the Customer and Orkin are those stated in the Commercial Services Agreement, that this is the entire agreement, and that there are no other terms or provisions which apply. Any modification or change to these terms and conditions must be by a written Addendum signed by each party, subject to the provisions of section II.B. above.
- D. Orkin will be relieved of its obligations under the Triple Guarantee and Orkin may terminate this Agreement on sixty (60) days written notice, if any of the obligations set forth in this Agreement are not met by the Customer, or in the event of a change in state or federal law that materially affects Orkin's obligations under this Agreement. Moreover, Orkin may terminate if it cannot perform its responsibilities due to acts of God, including earthquakes, storms, fires, floods, or because of material change in circumstances, including, but not limited to, acts of war, strikes, unavailability of pesticides, or other supplies from ordinary sources. If any provision or portion thereof, of this Agreement is found to be invalid or unenforceable, it shall not affect the validity or enforceability of any other part of this Agreement. Provided, however, that as to the paragraph on MEDIATION/ARBITRATION, if the sentence precluding the arbitrator from conducting an arbitration proceeding as a class, representative or private attorney general action is found to be invalid or unenforceable then the entirety of the MEDIATION/ARBITRATION paragraph shall be deemed to be deleted from this Agreement.

### VI. PAYMENT

A. The cost of the services described herein shall be \$ 10608 plus tax of \$ 4 for the initial month and \$ 10608 plus tax of \$ 15 per month thereafter for a period of ( 15 ) months. You will receive a monthly invoice. Payment shall be due upon receipt of invoice.

### VII. MATERIALS

A. The materials used shall conform to Federal, State and local laws and ordinances and shall be acceptable to the Customer.

B. The materials shall be used in accordance with the labels and specifications.

### VIII. LIMITATION OF LIABILITY: The Customer expressly releases Orkin from liability for any claim for personal injury (including stings or bites from fire ants, spiders, or any other pests) or property damage (to include the structure or contents) caused by any pests. The Customer agrees that under no circumstances shall Orkin be liable for any amount greater than the amount paid by the Customer to Orkin for the services to be provided. In no event will Orkin be responsible for consequential damages for loss of use of property. Any claim by the Customer for damages must be made in writing within one (1) year of the incident at issue or it will be deemed waived.

### IX. EQUIPMENT REPLACEMENT

A. The Customer agrees to use the leased equipment or Orkin provided equipment (the "Equipment") in a proper manner and upon the cancellation of this Agreement to return the Equipment in good condition, usual wear and tear excepted. All Equipment (which includes rodent barrier equipment, Orkin/Aires, or insect light traps) that is damaged, lost or destroyed on the Customer premises will be replaced and charged to the Customer. Charges will be in accordance with the current existing equipment costs.

B. Orkin shall retain ownership of leased components. Upon termination of this Agreement for any reason, the Customer agrees to make the leased components available to Orkin. At Orkin's discretion, Orkin may in a lawful manner and without breach of the peace, enter upon the Customer's premises, take possession of and remove the leased components. Orkin will not be responsible for any damage to the Customer's property upon removal of the leased components except such damage solely caused by Orkin's negligence.

### X. INSURANCE: Upon request, Orkin shall furnish to the Customer a certificate of liability insurance coverage in effect.

### XI. CHEMICAL INFORMATION WARNING: Virtually all pesticides have some odor which may be present for a short time after application. At your request, Orkin will provide information about the chemicals to be used in treating the premises.

### XII. MEDIATION/ARBITRATION: ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR THE SERVICES PERFORMED BY ORKIN UNDER THIS AGREEMENT OR ANY OTHER AGREEMENT, REGARDLESS OF WHETHER THE CONTROVERSY OR CLAIM AROSE BEFORE OR AFTER THE EXECUTION, TRANSFER OR ACCEPTANCE OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY TORT AND STATUTORY CLAIMS, AND ANY CLAIMS FOR PERSONAL OR BODILY INJURY OR DAMAGE TO REAL OR PERSONAL PROPERTY, SHALL BE SETTLED BY BINDING ARBITRATION. UNLESS THE PARTIES AGREE OTHERWISE, THE ARBITRATION SHALL BE ADMINISTERED UNDER THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION ("AAA") AND SHALL BE CONDUCTED BY AAA. IF ADMINISTERED UNDER THE AAA RULES, A CLAIM SHALL BE DETERMINED UNDER THE AAA SUPPLEMENTARY PROCEDURES FOR CONSUMER-RELATED DISPUTES IN CASES WHERE SUCH PROCEDURES ARE APPLICABLE. ANY OTHER CONTROVERSY OR CLAIM SHALL BE DETERMINED UNDER THE AAA COMMERCIAL ARBITRATION RULES. THE CUSTOMER AND ORKIN AGREE THAT THE ARBITRATOR SHALL FOLLOW THE SUBSTANTIVE LAW, INCLUDING THE TERMS AND CONDITIONS OF THIS AGREEMENT. THE ARBITRATOR'S POWERS TO CONDUCT ANY ARBITRATION PROCEEDING UNDER THIS AGREEMENT SHALL BE LIMITED AS FOLLOWS: ANY ARBITRATION PROCEEDING UNDER THIS AGREEMENT WILL NOT BE CONSOLIDATED OR JOINED WITH ANY ACTION OR LEGAL PROCEEDING UNDER ANY OTHER AGREEMENT OR INVOLVING ANY OTHER PARTIES, AND WILL NOT PROCEED AS A CLASS ACTION, PRIVATE ATTORNEY GENERAL ACTION OR SIMILAR REPRESENTATIVE ACTION. EITHER PARTY HAS THE RIGHT TO REQUIRE A PANEL OF THREE (3) ARBITRATORS, BUT IN THE ABSENCE OF THE PARTIES' AGREEMENT, THE REQUESTING PARTY SHALL BE RESPONSIBLE FOR THE COST OF THE ADDITIONAL ARBITRATORS. EITHER PARTY MAY REQUEST AT ANY TIME PRIOR TO THE HEARING THAT THE AWARD BE ACCOMPANIED BY A REASONED OPINION. THE AWARD RENDERED BY THE ARBITRATOR(S) SHALL BE FINAL AND BINDING ON ALL PARTIES, EXCEPT THAT A PARTY MAY WITHIN 30 DAYS OF THE ORIGINAL AWARD REQUEST AN ARBITRAL APPEAL TO AN APPEAL TRIBUNAL, CONSTITUTED IN THE SAME NUMBER AND BY THE SAME PROCESS AS THE INITIAL ARBITRATOR(S). THE APPEALING PARTY SHALL BE RESPONSIBLE FOR THE FILING FEE AND OTHER ARBITRATION FEES AND COSTS SUBJECT TO AWARD BY THE APPEAL TRIBUNAL UNDER APPLICABLE LAW. THE APPEAL TRIBUNAL SHALL REVIEW ALL QUESTIONS OF LAW AND FACT UNDER A CLEARLY ERRONEOUS STANDARD. THE AWARD OF THE APPEAL TRIBUNAL SHALL BE FINAL AND BINDING. JUDGMENT MAY BE ENTERED ON THE AWARD IN ANY COURT HAVING JURISDICTION THEREOF. CUSTOMER AND ORKIN ACKNOWLEDGE AND AGREE THAT THIS ARBITRATION PROVISION IS MADE PURSUANT TO A TRANSACTION INVOLVING INTERSTATE COMMERCE AND SHALL BE GOVERNED BY THE FEDERAL ARBITRATION ACT. BEFORE HAVING RECOURSE TO ARBITRATION, CUSTOMER AND ORKIN EACH AGREES TO TRY IN GOOD FAITH TO SETTLE ANY CONTROVERSY OR CLAIM BY AT LEAST FOUR (4) HOURS OF MEDIATION ADMINISTERED UNDER THE AAA COMMERCIAL MEDIATION RULES WITH ORKIN AGREEING TO PAY THE COSTS OF THE MEDIATION. THE AAA MAY BE CONTACTED AT THE TOLL-FREE NUMBER 800.778.7879, OR THROUGH THE FOLLOWING WEBSITE: <http://www.adr.org>.

XIII. AMOUNT REMITTED: \$ \_\_\_\_\_  Cash  Check  Complete Easy Payment Form  P.O. Number \_\_\_\_\_

PAYMENT SUMMARY (includes <input type="checkbox"/> pest <input type="checkbox"/> fly <input type="checkbox"/> odor <input type="checkbox"/> other)	
CHECK THOSE THAT APPLY	
1. INITIAL PAYMENT	
a. Initial / Start-up Service	\$ <u>10608</u>
b. One-Time Charges	\$ _____
c. Product Sales	\$ _____
d. Sales Tax (if applicable)	\$ _____
TOTAL (1a + 1b + 1c + 1d)	\$ <u>10608</u>
2. MONTHLY TREATMENT SERVICE CHARGES	
a. Monthly Treatment Service Charges	\$ <u>10608</u>
b. Sales Tax (if applicable)	\$ _____
TOTAL (2a + 2b)	\$ <u>10608</u>
3. MONTHLY LEASE CHARGES	
a. Leased Component Charges	\$ _____
<input type="checkbox"/> Sconce <input type="checkbox"/> Standard <input type="checkbox"/> Industrial <input type="checkbox"/> Orkin/Aires <input type="checkbox"/> AutoFresh	
<input type="checkbox"/> Other _____	
b. Sales Tax (if applicable)	\$ _____
TOTAL (3a + 3b)	\$ _____
4. Product Sales / One-Time Charges plus tax (if applicable)	\$ _____
FIRST MONTH'S INVESTMENT (Total of 1a, b, c, and d)	\$ _____
MONTHLY SERVICE / LEASE PAYMENT (Total of 2 + 3)	\$ <u>10608</u>

Inspector Name (PRINT) HART Employee ID # or Certification # \_\_\_\_\_ Branch Street Address 537 Queensbury Ave

Branch Telephone Number 1800 842 2847 City Queensbury NY State \_\_\_\_\_ Zip Code 12804

Branch Management Signature Steven Hartink Date \_\_\_\_\_ Customer's Signature \_\_\_\_\_ Date \_\_\_\_\_

## ***RESOLUTION REQUEST FORM NO. 3***

### ***Request for New Contract***

**DEPARTMENT NAME: OFA**

**DATE: 10/27/14**

- (a) Is this a Result of a Bid or Request for Proposal? **No**
- (b) Purpose of Contract: **To provide pest control services at mealsites as required by the lease agreements at Luzerne and Bolton meal sites**
- (c) Name of Contractor: **Hunt's Quality Pest Control**
- (d) Address of Contractor: **53 Boulevard, Queensbury, NY 12804**
- (e) Contractor's Contact Person and Telephone Number: **Jim Hunt 793-0875**
- (f) Has or will the Contract be provided, if so, please attach:
- (g) Commencement Date of Contract: **11/1/14**
- (h) Termination Date of Contract: **10/31/15 (auto renewal if no material changes)**
- (i) Payment Provisions:
  - i) lump sum amount
  - ii) hourly rate amount
  - iii) total amount not to exceed **\$960**
  - iv) how will payments be made (i.e. monthly, quarterly, upon completion of the project, etc.
- (j) Where are the Funds for this Contract? List Budget Code, Object Code, Full Title\* and Amount: **OR Capital Project OR Capital Reserve Project Number, Title, and Amount: **A6773 413 Nutri. For Elderly-War. Co. Repair & Maint.-Bldg/Property \$480 A6774 413 SNAP Repair & Maint.-Bldg/Property \$480****

Sample: A.1010 470 Legislative Board – Contract Sxx.xx  
Capital Project No. H289.9550 480 – Old Jail Renovations Sxx.xx

\*as listed in budget and LOGOS