

PUBLIC WORKS SERVICE CONTRACT (Formal Bid)
PRESIDIO OF MONTEREY & ORD MILITARY COMMUNITY FOR PEST CONTROL TREATMENT ON-CALL

THIS AGREEMENT ("Agreement"), is made and entered into this 10th day of July Aug 2015 by and between the CITY OF MONTEREY, a municipal corporation, hereinafter referred as the "City", and O'Connor & Sons Inc. DBA Hydrex Pest Control – West Coast hereinafter referred to as the "Contractor".

WITNESSETH:

WHEREAS, the Council of the City has awarded a contract to Contractor for performing the work hereinafter described in accordance with the City's Specifications and Contractor's sealed proposal.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. **SCOPE OF WORK.** The Contractor shall perform all of the work and furnish all labor, materials, taxes, equipment and transportation necessary for Pest Control Treatment On-Call. Work is to be as set out in the Specifications on file in the Office of the General Service Division and as in the Contractor's Proposal attached hereto, dated May 26, 2015, in an amount not to exceed Thirty Eight Thousand nine Hundred Fifty Dollars and no cents (\$38,950.00) plus a sum of up to 10% for such contingencies as the City Manager, or his designee, deems appropriate.
2. **TIME OF PERFORMANCE.** The work under this contract shall **commence within fourteen (14) calendar days from the effective date of the Notice to Proceed.** This agreement is for base year and may be extended by consecutive one (1) year periods, up to a maximum of four (4) extensions, by written mutual agreement between the City and Contractor. Any such agreements between the parties exercising an option to extend must be entered into prior to the expiration date of the contract.
3. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will continue in full force without being impaired or invalidated in any way.
4. Contractor agrees that in the performance of this Agreement, it will comply with all applicable state, federal and local laws, codes and regulations. This Agreement shall be governed by and construed in accordance with the laws of the State of California and the City of Monterey.
5. In accordance with the provisions of Sections 1725.5, 1771.1, 1771.3, and 1771.4 of the Labor Code, this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal (subject to the requirements of Section 4104 of the Public Contract Code), or engage in the performance of any contract for public work, as defined by that chapter of the Labor Code, unless currently registered and qualified to perform public work pursuant to Section 1725.5 of the Labor Code. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1735.5 at the time the contract is awarded.
6. The Monterey City Council awarded this contract on June 16, 2015 by Resolution #15-108 C.S.
7. The Agreement shall consist of this Public Works Contract document and the following items, all of which are on file in the Office of the City Clerk and are incorporated herein and made a part hereof by reference:

- A. Specifications
- B. Accepted Proposal
- C. Performance Bond
- D. Labor & Material Payment Bond

IN WITNESS WHEREOF, said Contractor and said City have hereunto set their hands, all on the day and year first above written.

ATTEST:

By: *Cecilia Bonner*
City Clerk

CITY OF MONTEREY:

By: *Hans Uslar*
Mayor or City Manager

Hans Uslar
Assistant City Manager

O'Connor & Sons Inc. DBA Hydrex
Pest Control - West Coast

By: *Marc Scheible* #2871
Marc Scheible or Representative



CITY OF MONTEREY
DEPARTMENT OF PLANS AND PUBLIC WORKS



SPECIFICATIONS

FOR

SERVICE CONTRACT

Presidio of Monterey & Ord Community
for Pest Control Treatment On-Call Services

APPROVED: 
GENERAL SERVICES SUPERINTENDENT

DATE: 5 May 2015

General Service - Master Specification Revision 4/1/2015

Project Specification Revision _____



**CITY OF MONTEREY
DEPARTMENT OF PUBLIC WORKS
MONTEREY, CALIFORNIA**

NOTICE TO CONTRACTORS

Sealed proposals will be received in the office of the City Clerk, attention Finance Director, 580 Pacific Street, Room 6, City of Monterey, California, until 2:00 p.m. May 26, 2015, at which time they will be publicly opened and read in the City Council Chambers, for furnishing the service contract for Pest Control Treatment in the Presidio of Monterey and Ord Community in Monterey, California, in accordance with these specifications. The work consists of furnishing all labor, materials, supplies, equipment, transportation, and incidentals necessary to undertake the pest treatment in designed area location for pest control. Use Integrated Pest Management to target rodents, insects, arachnids, other arthropods and nuisance pests.

The amount of work to be requested during the twelve-month contract period cannot be well defined at the outset. The Contractor will be responsible for pest treatment as needed. There is no guarantee of work during the Contract. Work shall be issued through City of Monterey Work Orders.

This Agreement is for Base Year and may be extended by consecutive one (1) year periods, up to a maximum of four (4) extensions, by written agreement between the City and Contractor.

At the time of award of the service contract, the successful bidder must be legally entitled to perform contract requiring a General Pest and Termite Contractor's license. Any bidder or contractor not so licensed shall be subject to all penalties imposed by law including, but not limited to, and appropriate disciplinary action by the Contractors' State License Board. The selected contractor shall maintain the required licensing throughout the term of the contract. Failure to maintain said licensing shall result in automatic termination of this agreement, and City shall not be responsible for payment for services performed for any period during which Contractor was not so properly licensed.

BID WALK

There will be no bid walk.

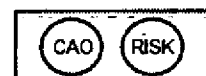
PREVAILING WAGES

MCNAMARA-O'HARA SERVICE CONTRACT ACT (SCA) INFORMATION

The McNamara-O'Hara Service Contract Act requires contractors and subcontractors performing services on prime contracts in excess of \$2,500 to pay service employees in various classes no less than the wage rates and fringe benefits found prevailing in the locality, or the rates (including prospective increases) contained in a predecessor contractor's collective bargaining agreement. The Department of Labor issues wage determinations on a contract-by-contract basis in response to specific requests from contracting agencies. These determinations are incorporated into the contract.

For contracts equal to or less than \$2,500, contractors are required to pay the federal minimum wage as provided in Section 6(a)(1) of the Fair Labor Standards Act.

For prime contracts in excess of \$100,000, contractors and subcontractors must also, under the provisions of the Contract Work Hours and Safety Standards Act, as amended, pay laborers and mechanics, including guards and watchmen, at least one and one-half times their regular rate of pay for all hours worked over 40 in a workweek. The overtime provisions of the Fair Labor Standards Act may also apply to SCA-covered contracts.



The Service Contract Act applies to every contract entered into by the United States or the District of Columbia, the principal purpose of which is to furnish services in the United States through the use of service employees. Contractors and subcontractors performing on such Federal contracts must observe minimum wage and safety and health standards, and must maintain certain records, unless a specific exemption applies.

Service contracts which do not exceed \$2,500 are not subject to wage and fringe benefit determinations or to the safety and health requirements of the SCA. However, the SCA does require that employees performing work on such contracts be paid not less than the above minimum wage rate provided by section 6(a)(1) of the Fair Labor Standards Act.

All provisions of the SCA except the safety and health requirements are administered by the Wage and Hour Division.

The wage and hour requirements of the McNamara-O'Hara Service Contract Act (SCA) are administered by the Wage and Hour Division (WHD). The Act covers contracts and any bid specifications in excess of \$2,500, whether negotiated or advertised, entered into by federal and District of Columbia agencies where the principal purpose of the contract is to furnish services in the U.S. through the use of service employees. The definition of a service employee includes any employee engaged in performing services on a covered contract other than a bona fide executive, administrative, or professional employee who meets the exemption criteria set forth in 29 CFR Part 541.

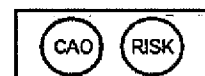
The Act does not apply to certain types of contractual services. These statutory exemptions include:

- Contracts for construction, alteration, and/or repair of public buildings or public works, including painting and decorating (those covered by the Davis-Bacon Act);
- Work required in accordance with the provisions of the Walsh-Healey Public Contracts Act;
- Contracts for transporting freight or personnel where published tariff rates are in effect;
- Contracts for furnishing services by radio, telephone, telegraph, or cable companies subject to the Communications Act of 1934;
- Contracts for public utility services;
- Employment contracts providing for direct services to a federal agency by an individual or individuals;
- Contracts for operating postal contract stations for the U.S. Postal Service;
- Services performed outside the U.S. (except in territories administered by the U.S., as defined in the Act); and
- Contracts administratively exempted by the Secretary of Labor in special circumstances because of the public interest or to avoid serious impairment of government business.

Basic Provisions/Requirements

The SCA requires contractors and subcontractors performing services on prime contracts in excess of \$2,500 to pay service employees in various classes no less than the wage rates and fringe benefits found prevailing in the locality, or the rates (including prospective increases) contained in a predecessor contractor's collective bargaining agreement as provided in wage determinations issued by the Department of Labor. These determinations are incorporated into the contract.

For contracts equal to or less than \$2,500, contractors are required to pay the federal minimum wage of \$7.25 per hour effective July 24, 2009. Contractors must also, under the provisions of the Contract Work Hours and Safety Standards Act and the Fair Labor Standards Act, pay employees at least one and one-half times their regular rate of pay for all hours worked over 40 in a workweek.



Finally, employers must notify employees working in connection with the contract of the compensation due them under the wage and fringe benefits provisions of the contract.

Employee Rights

The SCA provides covered service workers on federal service contracts the right to receive at least the locally prevailing wage rate and fringe benefits, as determined by the Department of Labor, for the type of work performed. The Wage and Hour Division accepts complaints of alleged SCA wage violations.

Recordkeeping, Reporting, Notices and Posters:

Notices and Posters: Every employer performing work covered by the Service Contract Act is required to provide each employee working on the contract notice of the SCA payment and fringe benefit requirements for the different classes of service employees and to post the "Employee Rights on Government Contracts" notice (including any applicable wage determination) at the site of the work in a prominent and accessible place where it may be easily seen by employees. There are no size requirements for the poster. The Employee Rights on Government Contracts poster is available Spanish as well.

If the contractor employs workers with disabilities under special minimum wage certificates, the "Notice to Workers with Disabilities/Special Minimum Wage (PDF) poster" must also be posted. This poster explains the conditions under which special minimum wages may be paid. It must be posted in a conspicuous place on the employer's premises where it can be readily seen by employees and the parents or guardians of workers with disabilities.

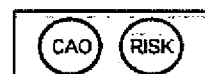
Recordkeeping:

Some of the records required to be kept under this law are also required under the Fair Labor Standards Act (see Wage and Hour Division Fact Sheet #21: Recordkeeping).

Under the Service Contract Act, contractors and subcontractors are required to maintain certain records for each employee performing work on the covered contract. Basic records, such as name, address, and Social Security number of each employee must be maintained for three years from completion of the work. In addition, records on the following must be maintained for three years:

- The correct work classification(s), wage rate(s), and fringe benefits provided (or cash equivalent payments provided in lieu of fringe benefits)
- The total daily and weekly compensation of each employee
- The number of daily and weekly hours worked by each employee
- Any deductions, rebates, or refunds from each employee's compensation
- Any list of a predecessor contractor's employees which had been furnished showing employee's length of service information
- A list of wages and fringe benefits for those classes of workers conformed to the wage determination attached to the contract

The contractor shall also make available a copy of the contract upon request from the Wage and Hour Division.



Reporting

There are no reporting requirements.

Penalties/Sanctions

Violations of the SCA may result in contract terminations and liability for any resulting costs to the government, withholding of contract payments in sufficient amounts to cover wage and fringe benefit underpayments, legal action to recover the underpayments, and debarment from future contracts for up to three years.

Contractors and subcontractors may challenge determinations of violations and debarment before an Administrative Law Judge. Contractors and subcontractors may appeal decisions of Administrative Law Judges to the Administrative Review Board. Final Board determinations on violations and debarment may be appealed to and are enforceable through the federal courts.

Relation to State, Local, and Other Federal Laws

The SCA applies only to contracts awarded by the federal or District of Columbia governments. As noted above, contractors are required to compensate employees working in connection with covered contracts for overtime work in accordance with the overtime pay standards of the Fair Labor Standards Act and the Contract Work Hours and Safety Standards Act.

PREVAILING WAGES FOR PRESIDIO MUNICIPAL SERVICES AGENCY PROJECTS

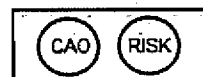
THE FOLLOWING PROVISIONS APPLY TO ALL FEDERALLY-FUNDED PROJECTS:

This project is partially or completely federally funded. Federal and/or State prevailing wage rates, whichever are higher, shall apply. Contractor and all subcontractors shall be responsible for determining which prevailing wage rate applies to the corresponding labor classification to be used in the execution of this contract and shall pay accordingly. Contractor and all subcontractors shall, if applicable, comply with the provisions of the Davis-Bacon Act (incorporated herein and attached as Appendix A hereto) and all amendments thereto.

The Federal minimum wages shall be based on the wages that the United States Secretary of Labor determines to be prevailing for the corresponding classes of laborers and mechanics employed on projects of a character similar to the contract work in the civil subdivision of the State of California.

Pursuant to Section 1773 of the Labor Code, the general prevailing wage rates in the county, or counties, in which the work is to be done have been determined by the Director of the California Department of Industrial Relations. These wages are set forth in the State General Prevailing Wage Rates for this project, available at City of Monterey Capital Projects Office, 353 Camino El Estero, Monterey, CA (831/646-3997) and available from the California Department of Industrial Relations' internet website at <http://www.dir.ca.gov/dlsr/PWD/Northern.html>.

If there is a difference between the Federal minimum wage rates predetermined by the Secretary of Labor and the State General prevailing wage rates determined by the Director of the California Department of Industrial Relations for similar classifications of labor, the Contractor and subcontractors shall pay not less than the higher wage rate. The City will not accept lower State wage rates not specifically included in the Federal minimum wage determinations. This includes "helper" (or other classifications based on hours of experience) or any other classification not appearing in the Federal wage determinations. Where Federal



wage determinations do not contain the State wage rate determination otherwise available for use by the Contractor and subcontractors, the Contractor and subcontractors shall pay not less than the Federal minimum wage rate, which most closely approximates the duties of the employees in question.

Prevailing wage rates are required to be posted at the jobsite.

SPECIFICATIONS AND BID FORMS

Specifications, including instructions to Bidders and all necessary contract documents and forms, may be obtained at the office of the Administrative Services Center, Revenue Desk, 735 Pacific Street, City of Monterey, California for a fee of \$50.00. Submit bid forms in sealed envelopes marked on the outside with time and date of bid opening and the work for which the bid is submitted.

BID BOND

No Bid Bond is required with service contracts.

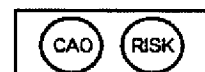
BID VALIDITY

No Bidder may withdraw their bid for a period of ninety (90) days from the date of opening of the bids for the purpose of reviewing the bids and investigating the qualifications of Bidders, prior to awarding of the contract.

RESPONSIBLE BIDDER

Responsible bidder as it pertains to this contract shall be as follows:

1. **Standards of Responsibility:** The City may reject bids on the basis of non-responsibility. A responsible bidder is one that has the capacity in all respects to perform fully the contract requirements, and the integrity and reliability which will assure good faith performance of the contract. Factors to be considered in determining whether the standard of responsibility has been met include whether a bidder has:
 - a. The appropriate financial, material, equipment, facility, capacity (adequate workforce to complete the job in a timely fashion) and personnel resources, including all required certifications, licenses, and expertise necessary to indicate its capacity to meet all contractual requirements, including the following specific requirements:
 - i. Adequate workforce to meet multiple critical work schedules at once;
 - ii. Ability to start projects on the commencement dates set forth by the City and satisfactorily complete them within the City's stated time limits;
 - b. A satisfactory record of performance, including but not limited to any prior work performed by bidder for the City or other agency;
 - c. Adequate bonding and insurance capacity;
 - d. A satisfactory record of integrity, diligence, and professionalism in the specific contract work;
 - e. The legal qualifications to contract with the City; and
 - f. Supplied all information requested by the City in connection with the inquiry concerning responsibility.



2. Information Pertaining to Responsibility. The prospective contractor shall supply any information requested by the City concerning the responsibility of such contractor, including the qualifications and performance records of contractor's employees and proposed subcontractors. If the prospective contractor fails to supply the requested information, the City shall base the determination of responsibility in award of the Contract upon any available information, or may find the prospective contractor non-responsible on the basis of its failure to provide the requested information to the City.
3. The City's Duty Concerning Responsibility. Before awarding a contract, the City must be satisfied that the prospective contractor is responsible. The City may use the information provided by prospective contractor as well as information obtained from other legitimate sources, including City staff's own experience with the prospective contractor and prospective contractor's employees.
4. Written Determination of Non-responsibility Requirements. If a bidder or offeror who otherwise would have been awarded the Contract is found non-responsible, a written determination of non-responsibility setting forth the basis determination shall be prepared by the City and sent to the non-responsible bidder or offeror. The bidder or offeror shall have an opportunity to appeal the City's determination on non-responsibility.

BID REJECTION

The City reserves the right to reject any or all bids as the best interests of the City may dictate and, to the extent permitted by law, waive any irregularity in any bid.

UNBALANCED BID

In conformance with Section 2-1.10 of the Standard Specifications, bids which are obviously unbalanced may be rejected. For the purposes of this section, an unbalanced bid is one that (a) has unit prices based on nominal prices for some items of work and enhanced unit prices for other items of work, and (b) the amount and manner in which the unit prices are distributed is not reflective of the true cost to perform the work. Any unbalanced bid may be rejected by the Public Works Director whether or not the result of the unbalanced bid increases the cost of the project to the City.

DEFINITIONS

For the purposes of this document, the following definitions shall apply:

- | | |
|-----------------------------------|--|
| <u>CITY:</u> | The term <u>City</u> refers to and indicates the City of Monterey, Monterey County, State of California. |
| <u>ENGINEER OR CITY ENGINEER:</u> | The term <u>Engineer</u> or <u>City Engineer</u> refers to and indicates the Public Works Director of the City of Monterey or his duly authorized representative. |
| <u>BIDDER:</u> | Party submitting a bid for consideration by the City of Monterey. |
| <u>CONTRACTOR:</u> | The term <u>Contractor</u> refers to and indicates the party or parties contracting to perform the work to be done in pursuance of this contract and the specifications. |



COUNCIL OR CITY
COUNCIL:

The City Council of the City of Monterey.

PLANS:

The project plans referred to herein.

SPECIAL
PROVISIONS:

Part IV of these Specifications.

SPECIFICATIONS:

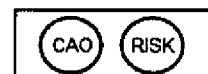
This document, in its entirety.

STANDARD
SPECIFICATIONS:

Specifications entitled "State of California, Department of Transportation, Standard Specifications", of latest publication on file in the office of the City Clerk of the City of Monterey.

STANDARD
PLANS:

Plans entitled "State of California, Department of Transportation, Standard Plans", of latest publication.



**Presidio of Monterey & Ord Community
Pest Control Treatment On-Call Service**

**CITY OF MONTEREY
SERVICE CONTRACT
PROPOSAL SCHEDULE OF QUANTITIES & PRICES**

To the Honorable City Council
City of Monterey
City Hall
Monterey, California

The undersigned declares to have carefully examined the location of the proposed work, that the Specifications as set forth herein have been examined, and hereby proposes to furnish all materials and equipment and do all the work required to complete the said work in accordance with said Specifications for the prices set forth in the following schedule:

BID SCHEDULE

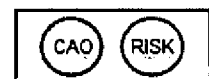
BASE BID

<u>Item No.</u>	<u>Description</u>	<u>Call Out</u>	<u>Hourly Cost</u>	<u>Average Calls Per Year</u>	<u>Total Amount</u>
Standard Time					
1	Ant Treatment	1	\$ _____	170	\$ _____
2	Spider Treatment	1	\$ _____	35	\$ _____
3	Rats/Mice	1	\$ _____	60	\$ _____
4	Roaches/Crickets	1	\$ _____	20	\$ _____
5	Fleas	1	\$ _____	35	\$ _____
6	Gopher/Mole	1	\$ _____	15	\$ _____
7	Bees/Wasps	1	\$ _____	15	\$ _____
8	Sow bugs/Ear Wigs	1	\$ _____	10	\$ _____
9	All Other nuisance Pest	1	\$ _____	50	\$ _____

Total Items Base Bid On-Call Standard Time Treatment
Items 1 through 9 \$ _____

ADDITIVE ALTERNATIVE BID

After Hours, Weekend, & Holidays					
10	Ant Treatment	1	\$ _____	50	\$ _____
11	Spider Treatment	1	\$ _____	20	\$ _____
12	Rats/Mice	1	\$ _____	40	\$ _____
13	Roaches/Crickets	1	\$ _____	10	\$ _____
14	Fleas	1	\$ _____	10	\$ _____
15	Gopher/Mole	1	\$ _____	5	\$ _____
16	Bees/Wasps	1	\$ _____	5	\$ _____
17	Sow bugs/Ear Wigs	1	\$ _____	5	\$ _____
18	All Other nuisance Pest	1	\$ _____	50	\$ _____



Bid Item Description

This section covers details of individual items of the Bid Schedule to insure that it is clear as to what is to be included in each item. The costs submitted with each item are to reflect the work to be completed under that bid item only. Payment of all the following items shall be for actual materials used on the job and for actual work accomplished.

ITEM DESCRIPTIONS: (SCOPE)

1. Items 1 through 9 – Treatment (6:00 A.M. to 6:00 P.M.)

The hourly rate will include the labor cost, materials, travel time, taxes, tools, and equipment cost to perform all services. Interior and Exterior Service. Hourly rate for call out for standard time, Monday through Friday (06:00 am to 6:00 pm). Contractor shall respond within 3 hours to all Dining Hall Facilities (627 & 838) and Child Care Facilities (4283 & 7693). Contractor to respond to all other locations within 24 hours of work order being issued. If work order is issued on a Friday afternoon and it is not a critical building (627, 838, 4283, 7693), Contractor may respond on Monday. Call out service shall be furnished upon request by the City of Monterey per Technical Specifications.

2. Items 10 through 18 - Treatment (Monday through Friday 6:01 P.M. to 5:59 A.M. and Weekends/Holidays 24/7)

The hourly rate will include the labor cost, materials, travel time, taxes, tools, and equipment cost to perform all services. Interior and Exterior Service. Hourly rate for call out for after hours, weekends, and holiday time, Monday through Friday (6:01 pm to 5:59 am) and weekends/holidays (24/7). Call out service shall be furnished upon request by the City of Monterey per Technical Specifications.

Termination Agreement

The City of Monterey may terminate this service agreement with the selected contractor upon ten (10) days written notice if the agreement between the Army and the City of Monterey for provisions of Presidio Service for Pest Control Treatment On-Call Services contract is terminated for any reason. The service agreement with the selected contractor may be terminated immediately without notice if the Contractor is found to have violated the terms of the agreement or any state, federal or local law or requirement related to the subject agreement, has filed a petition for bankruptcy, becomes insolvent, or discontinues its business for any other reason.

Ancillary Items

Payment for any items that do not have instruction indicating where expenses for said items are to be accounted for are to be considered ancillary to the work and accounted for in every one of the lump sum or unit price items and no additional compensation will be allowed therefor.

Bid Clarification

Award of contract, if any be made, shall be made to the Contractor with the lowest responsive responsible bid based on the Total Items Base Bid On-Call Standard Time Treatment, Items 1 through 9. City reserves the right to award the Additive Alternative Bid Items, 10 through 18 as needed.

Pursuant to the provisions of the California Public Contract Code Section 20103.8, City reserves the option to award any or all the additive bid items in addition to the original contract after the lowest responsible Bidder has been determined, should the City later obtain additional funding for additive alternatives not awarded with the



original contract.

Total monthly price shall be for all items as described in these Specifications, including but not limited to all labor, materials, travel time, equipment, taxes and incidentals necessary for a complete job.

Whenever unit prices are required and there is an incorrect extension thereof, the unit price correctly extended shall prevail and the total bid shall be corrected to reflect the correct extension.

The foregoing quantities are approximate only, being given as a basis for comparison of bids, and the City of Monterey does not, expressly or by implication, agree that the actual amount of work will correspond therewith, but reserves the right to increase or decrease the amount of work by twenty-five percent (25%) or to omit portions of the work as may be deemed necessary by the Engineer.

Bidders may withdraw or revise their bid personally, or upon a written or telegraphic request, or by FAX (the City's FAX number is 646-3702), at any time prior to the hour set for the opening of bids, but not thereafter; however, the City shall not accept faxed copies of bid bonds, affidavits or any other documents where an original document or signature is required by these Specifications. Bids may not be withdrawn for a period of thirty (30) days after the date set for the opening of bids. At the time of award the successful Bidder must be legally entitled to perform contracts requiring a General Pest and Termite Contractor's license.

The Noncollusion Affidavit and Debarment & Suspension Certification included in this document shall be executed and submitted with each bid.

DECLARATION OF BIDDER RE: LICENSE QUALIFICATIONS

Bidder certifies he/she posses a license in accordance with a State Act providing for the registration of Contractors. License No. : _____, Class: _____, Expiration date: _____.

FAILURE TO PROVIDE THIS INFORMATION AND SIGNATURE MAY RESULT IN YOUR BID BEING DEEMED NON-RESPONSIVE OR WILL RESULT IN REJECTION OF BID.

The foregoing information is true and correct and is executed under penalty of perjury in _____ County, California, ON _____, 2015.

Name of Firm: _____

Address: _____

Telephone: _____

(If an individual, so state. If a firm or co-partnership, state the firm name and give the names of person authorized to execute the declaration on its behalf.

Signature

Printed Name and Title

The Bidder shall list below any and all addenda issued for this project. Failure to list issued addenda will result in a non-responsive bid:



ADDENDA

- 1. _____
- 2. _____
- 3. _____

The Bidder shall list below jobs of a similar nature completed by Bidder's organization within the past three (3) years:

Contracting Location	Type Of Job	Date Completed	Dollar Amount	Agency

The Bidder shall list below any subcontractors proposed to be used on this project whose work is in excess of one-half of 1 percent of the Bidder's total bid or, in the case of bids or offers for the construction of streets or highways, including bridges, in excess of one-half of 1 percent of the Bidder's total bid or ten thousand dollars (\$10,000), whichever is greater:

<u>Subcontractor</u>	<u>Trade</u>	<u>License No.</u>



NONCOLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER, LEGALLY NOTORIZED AND SUBMITTED WITH BID

State of California)
) ss.
County of _____)

_____, being first duly sworn, deposes and says that he or she is _____ of _____, the party making the foregoing bid; that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the Bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived or agreed with any Bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the price bid, or of that of any other Bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the Bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid; and that the bid is not made in the interest of, or on behalf of, any member of the Monterey City Council or any City officer or employee.

Signed: _____

State of _____)
) ss.
County of _____)

On _____ before me, _____
DATE Here Insert Name and Title of the Officer

personally appeared _____
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity (ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the persons(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(seal)

Notary's Signature



DEBARMENT AND SUSPENSION CERTIFICATION

The Bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any state, federal, or local agency;
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any state, federal, or local agency within the past 3 years;
- Does not have a proposed debarment pending; and
- Has not be indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

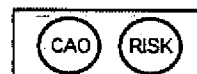
Exceptions will not necessarily result in denial of award, but will be considered in determining Bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions.

I declare under penalty of perjury that the foregoing is true and correct and that this certification is signed this _____ day of _____, 201_ in _____, _____ County, California.

Signature

Printed Name and Title



GENERAL PROVISIONS
SERVICE CONTRACT (FORMAL BID-\$60,000 and over)

Rev. 4/1/2015

PROPOSAL REQUIREMENTS

EXAMINATION OF SPECIFICATIONS AND CONTRACT OF WORK

The bidder is required to thoroughly examine the Proposal, Specifications and Contract Form (see Part III, Page 3) for the work contemplated, and it will be assumed that the bidder has investigated and is satisfied as to the requirements of the specifications, special provisions, and the contract. It is mutually agreed that submission of the proposal shall constitute prima facie evidence that the bidder has made such examination.

BID PROPOSALS

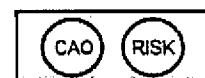
Proposals to receive consideration shall be submitted in accordance with the following instructions:

- (a) The proposal shall be made upon the form provided therefor with all items filled out. The completed form must be without interlineations, alterations, or erasures.
- (b) No Bid Bond is required on a service contract.

ACTIONS ON PROPOSALS

- (a) Award of Contract. The contract shall be awarded, if an award is made, to the lowest responsible bidder as defined in Part II – Bid Clarification – of these specifications, within ninety (90) days from the date bids are publicly opened, examined, and declared unless a longer bid validity period is specified in the Special Provisions. If the award is not made within the specified period, then all of the bids submitted shall be deemed to have been rejected by the legislative body.
- (b) Execution of Agreement: A contract shall not be deemed to have been made between the Contractor and the City of Monterey until all of the following steps have been completed:
 - (1) Award of the contract by the City Council.
 - (2) Execution of a written agreement by the Contractor within fifteen (15) days after written notice that the contract has been awarded to said Contractor.
 - (3) Delivery by the Contractor to the City of Monterey a public works labor and materials bond (payment bond) as required herein.

Contractor shall execute a written agreement with the City of Monterey on the form set forth herein.



CONTRACT (Formal Bid)
(Project Name)

THIS AGREEMENT, made and entered into this _____ day of _____, 201____, by and between the CITY OF MONTEREY, a municipal corporation, hereinafter referred as the "City", and _____ hereinafter referred to as the "Contractor";

WITNESSETH:

WHEREAS, the Council of the City has awarded a contract to the Contractor for performing the work hereinafter mentioned in accordance with the sealed proposal of said Contractor:

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. SCOPE OF WORK. The Contractor shall perform all of the work and furnish all labor, materials, equipment, and transportation necessary for (scope) . Work is to be as set out in Specifications on file in the Office of the General Services Division and in the Contractor's Proposal attached hereto, dated _____, in an amount not to exceed (dollar amount of contract, spell out).
2. TIME OF PERFORMANCE. The work under this contract shall commence _____ and shall be completed _____.
3. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will continue in full force without being impaired or invalidated in any way.
4. Contractor agrees that in the performance of this Agreement, it will comply with all applicable state, federal, and local laws and regulations. This Agreement shall be governed by and construed in accordance with the laws of the State of California and the City of Monterey.
5. In accordance with the provisions of Sections 1725.5, 1771.1, 1771.3, and 1771.4 of the Labor Code, this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal (subject to the requirements of Section 4104 of the Public Contract Code), or engage in the performance of any contract for public work, as defined by that chapter of the Labor Code, unless currently registered and qualified to perform public work pursuant to Section 1725.5 of the Labor Code.
6. The Monterey City Council awarded this contract on [Month Day, Year] by Resolution [##-###] C.S.
7. The Agreement shall consist of this Public Works Contract document and the following items, all of which are on file in the Office of the City Clerk and are incorporated herein and made a part hereof by reference:

- A. [Plans and] Specifications
- B. Accepted Proposal
- C. Performance Bond
- D. Labor and Material Payment Bond

- E. Non-Collusion Affidavit
- F. Debarment and Suspension Certification

IN WITNESS WHEREOF, said Contractor and said City have hereunto set their hands, all on the day and year first above written.

ATTEST:

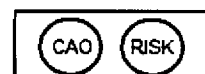
CITY OF MONTEREY:

[INSERT CONTRACTOR NAME]:

By: _____
City Clerk

By: _____
Mayor or City Manager

By: _____
[Insert Name, Title]



BONDS

The Contractor, at the time of signing and executing the contract shall execute and file with the City a performance bond to the satisfaction and approval of said City, in a sum of not less than one hundred percent (100%) of the amount of the contract conditional upon the faithful performance of the contract.

The surety needs to be an admitted carrier in California with a valid surety license and posses a minimum rating from A. M. Best Company of A-VII. The Surety and/or co-sureties should be listed as an acceptable surety on federal bonds by the United States Department of the Treasury, subject to the maximum amount shown in the listing. If co-sureties are used, their bonds shall be on a joint and several basis.

Contractor shall also, at the time of signing and executing the contract, file with the City a public works labor and materials bond in the amount of one hundred percent (100%) of the contract price. Said bond is to meet with the approval of the City Attorney of the City of Monterey.

Notwithstanding the above, the Contractor may substitute adequate securities for any bond called for under the provisions of these Specifications as set forth in Public Contracts Code Section 22300. Alternate security substitutions shall be submitted to the City no later than ten (10) days after written notice that a contract has been awarded to allow processing an escrow agreement for in lieu security.

The Contractor shall, within fifteen (15) days after written notice that a contract has been awarded to him, deliver the contract with his signature affixed thereto, together with the required bonds, to the City.

SCOPE OF WORK

GENERAL

The work to be done consists of furnishing of all labor, materials, methods and processes, implements, tools, and machinery except as otherwise specified, which are necessary and required to complete the contract.

The intent of the specifications is to prescribe the details for the completion of the work which the Contractor undertakes to perform in accordance with the terms of the contract. Where the specifications describe portions of the work in general terms, but not in complete detail, it is understood that only the best general practice is to prevail and that only materials and workmanship of the best quality are to be used.

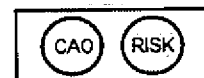
CHANGES

The Engineer/or Representative reserves the right to make such alterations, deviations, additions to or omissions from the specifications, including the right to increase or decrease the quantity of any item or portion of the work or to omit any items or portion of the work, as may be deemed by the Engineer /or Representative to be necessary or advisable, and to require such extra work as may be determined by the Engineer or/Representative to be necessary for the proper completion of the whole work contemplated.

DAMAGES TO EXISTING FACILITIES

The Contractor shall be held responsible for any damages to existing facilities, utilities, other public facilities or private property caused by Contractor's operations. Where the work calls for cutting into or disturbing existing materials, the Contractor shall patch or repair the existing to a neat, finished product. This shall include touch-up paint or repair of the existing finish which was disturbed, and repair to the same structural capacity as the existing facility.

FINAL CLEANING UP



Upon completion and before making application for acceptance of the work, the Contractor shall clean the area of the work and all ground occupied by him/her in connection with the work, of all rubbish, excess materials, temporary structures, and equipment; and all parts of the work shall be left in a neat and presentable condition.

CONTROL OF THE WORK

AUTHORITY OF THE ENGINEER or/Representative

The Engineer or/Representative shall answer any and all questions which may arise as to the quality or acceptability of materials furnished and work performed, and as to the manner of performance and rate of progress of the work; all questions which arise as to the interpretation of the specifications; all questions as to the acceptable fulfillment of the contract on the part of the Contractor; and all questions as to claims and compensation. The Engineer's or/Representative decision shall be final and the Engineer or/Representative shall have executive authority to enforce and make effective such decisions and orders as the Contractor fails to carry out promptly.

Should it appear that the work to be done, or any matter relative thereto, is not sufficiently detailed or explained in these specifications, plans, and the special provisions, the Contractor shall apply to the Engineer or/Representative for such further explanations as may be necessary, and shall conform to such explanation or interpretation as part of the contract, so far as may be consistent with the intent of the original specifications. In the event of doubt or question relative to the true meaning of the specifications, reference shall be made to the City Manager, or his designee, whose decision thereon shall be final.

SPECIFICATIONS

These specifications, special provisions, and all supplementary documents are essential parts of the contract, and a requirement occurring in one is as binding as though occurring in all; they are intended to be cooperative, to describe, and to provide for a complete job.

Shop drawings for any item not included in the specifications furnished by the Engineer or/Representative shall be furnished by the Contractor for approval by the Engineer or/Representative before any work involving these specification is performed unless approval is waived in writing by the Engineer or/Representative.

It is mutually agreed, however, that approval by the Engineer or/Representative of the Contractor's working plans does not relieve the Contractor of any responsibility for accuracy of dimensions and details, and that the Contractor shall be responsible for agreement and conformity of the working plans with the approved plans and specifications.

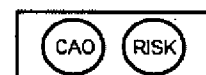
All authorized alterations affecting the requirements and information given on the approved plans shall be in writing. No changes shall be made on any plan or drawing after the same has been approved by the Engineer or/Representative, except by direction of the Engineer or/Representative.

In the event of any discrepancy between any drawing and the figures written thereon, the figures shall be taken as correct.

ALTERNATIVE EQUIPMENT

While certain of these specifications may provide that equipment of a particular size and type is to be used to perform portions of the work, it is to be understood that the development and use of new or improved equipment is to be encouraged.

The Contractor may request, in writing, permission from the Engineer or/Representative to use equipment of a different size or type in place of the equipment specified.



The Engineer or/Representative, before considering or granting such request, may require the Contractor to furnish, at Contractor's expense, evidence satisfactory to the Engineer or/Representative that the equipment proposed for use by the Contractor is capable of producing work equal to, or better than, that which can be produced by the equipment specified.

SAFETY PROVISIONS

The Contractor shall conform to all local, state and federal rules and regulations pertaining to safety. Furnished equipment, material and services shall comply with all OSHA Standards and regulations and all applicable governmental laws and orders. The Contractor shall post an OSHA poster in a conspicuous location at the job site, as required by law.

CONTRACTOR'S RESPONSIBILITY FOR WORK

All work which is defective or deficient in any of the requirements of these specifications shall be remedied or removed and replaced by the Contractor in an acceptable manner, and no compensation will be allowed for such correction.

The inspection of the work shall not relieve the Contractor of any obligations to fulfill the contract as prescribed. Defective work shall be made good, and unsuitable materials may be rejected, notwithstanding the fact that such defective work and unsuitable materials have been previously overlooked or approved by the Engineer or/Representative and accepted or estimated for payment.

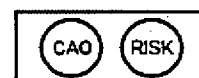
All work done beyond the lines and grades shown on plans or established by the Engineer, or any extra work done without written authority, will be considered as unauthorized and will not be paid for. Upon failure on the part of the Contractor to comply forthwith with any order of the Engineer made under the provisions of this article, the Engineer shall have authority to cause defective work to be remedied, or removed and replaced, and unauthorized work to be removed. The cost of removing, replacing, or repairing said defective or unauthorized material may be deducted from any monies due and owing the Contractor but said right of set-off shall be an alternative and not the sole remedy of the City.

Until the formal acceptance of the work by the City (as constituted by the filing of the Notice of Completion), the Contractor shall have the charge and care thereof and shall bear the risk of injury or damage to any part thereof by the action of the elements or from any other cause whether arising from the execution or from the non-execution of the work. The Contractor shall rebuild, repair, restore, and make good all injuries or damages to any portion of the work occasioned by any of the above causes before final acceptance and shall bear the expense thereof, except such injuries or damages occasioned by the acts of the federal government or the public enemy.

Should the City elect to occupy a facility before acceptance, the City will send the Contractor a letter designating which portions of the work will be occupied/utilized, and the Contractor shall be relieved from maintenance and from the responsibility of injury and damage to this work. However, any guarantees will not begin until acceptance of the entire project, and the Contractor shall retain responsibility for making good defective work or materials.

GUARANTEES

The Contractor shall maintain the faithful performance bond in full force and effect during the guarantee period for the purpose of insuring that said repairs or replacements will be made, or may, at the Contractor's option, replace said faithful performance bond for a similar bond in the amount of twenty (20) percent of the original bond.



CONTROL OF MATERIALS

APPROVAL OF SOURCE OF SUPPLY OF MATERIALS

At the option of the Engineer or/Representative, the source of supply of each of the materials shall be approved by the Engineer or/Representative before delivery is started and before such material is used in the work. Representative preliminary samples of the character and quality prescribed shall be submitted by the Contractor or producer of all materials to be used in the work, for testing or examination by the Engineer or/Representative.

ACCEPTANCE AND APPROVAL OF MATERIALS

The Contractor shall furnish without charge such samples of materials and tests of materials as are requested by the Engineer or/Representative.

All tests of materials ordered by the Engineer or/Representative and made by the Contractor shall be made in accordance with commonly recognized standards of national organizations, and such special methods of tests as are prescribed in these specifications.

All materials not conforming to the requirements of these specifications shall be considered defective, and all such materials, whether in place or not, shall be rejected and shall be removed immediately from the site of the work unless otherwise permitted by the Engineer or/Representative. No rejected materials, the defects of which have been subsequently corrected, shall be used until approved in writing by the Engineer or/Representative.

Upon failure on the part of the Contractor to comply with any order of the Engineer or/Representative made under the provisions of this article, the Engineer or/Representative shall have authority to remove and replace defective material. The cost of removing, replacing or repairing said defective or unauthorized material may be deducted from any monies due and owing the Contractor but said right of set-off shall be an alternative and not the sole remedy of the City.

For convenience in designation on the specifications, certain articles or materials to be incorporated in the work may be designated under a trade name or the name of a manufacturer and its catalog information. The use of an alternative article or material which is of equal quality and of the required characteristics for the purpose intended will be permitted, provided that the burden of proof as to the quality and suitability of alternatives shall be upon the Contractor who shall furnish all information necessary as required by the Engineer or/Representative. The Engineer or/Representative shall be the sole judge as to the quality and suitability of alternative articles or materials and that decision shall be final.

METHODS OF SAMPLING AND TESTING

Except as otherwise provided, sampling and testing of all materials, and the laboratory methods and testing equipment required under these specifications shall be in accordance with the latest Standards and tentative Methods of the A.S.T.M., UBC Standards, or other testing methods and standards as applicable.

PROSECUTION AND PROGRESS

PROSECUTION OF WORK

If at any time in the opinion of the Engineer or/Representative, the Contractor has failed to supply an adequate working force, or material of proper quality, or has failed in any other respect to prosecute the work with the diligence and force specified and intended in and by the terms of the contract, notice thereof in writing shall be served upon the Contractor. Should the Contractor neglect or refuse to provide means for a satisfactory compliance with the contract, as directed by the Engineer or/Representative, within the time specified in such notice, the Engineer or/Representative in any such case shall have the power to suspend the operation of the



contract. Upon receiving notice of such suspension, the Contractor shall discontinue said work, or such parts of it as the City may designate. Upon such suspension, the Contractor's control shall terminate, and thereupon the Engineer or/Representative or duly authorized representative may take possession of all or any part of the Contractor's materials, tools, equipment, and appliances upon the premises, and use the same for the purpose of completing said contract, and hire such force and buy or rent such additional machinery and appliances, tools, and equipment and buy or rent such additional materials and supplies at the Contractor's expense as may be necessary for the proper construction of the work and for the completion thereof; or may employ other parties to carry the contract to completion, employ the necessary workers, substitute other machinery or materials and purchase the materials contracted for in such manner as the City may deem proper; or the City may annul and cancel the contract and re-let the work or any part thereof. Any excess of cost arising therefrom over and above the contract price will be charged against the Contractor and his/her sureties, who will be liable therefor. In the event of such suspension, all money due the Contractor or retained under the terms of this contract shall be forfeited to the City, but such forfeiture will not release the Contractor or sureties from liability for failure to fulfill the contract. The Contractor and the sureties will be credited with the amount of money so forfeited toward any excess of cost over and above the contract price, arising from the suspension of the operations of the contract and the completion of the work by the City as above provided, and the Contractor will be so credited with any surplus remaining after all just claims for such completion have been paid.

In the determination of the question whether there has been any such noncompliance with the contract as to warrant the suspension or annulment thereof, the decision of the City Manager shall be binding on all parties to the contract.

DELAYS BY CITY

Any act of, or any omission of anything required to be done by the City, its officers, agents or employees which shall cause the Contractor delay in the completion of the work shall be a ground for extension of time on the part of the Contractor to complete the work but shall give the Contractor no damages for such delay.

TEMPORARY SUSPENSION OF WORK

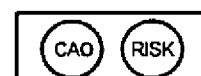
The Engineer or/Representative shall have the authority to suspend the work wholly or in part, for such period as the Engineer or/Representative may deem necessary due to unsuitable weather, or to such other conditions as are considered unfavorable for the suitable prosecution of the work, or for such time as Engineer or/Representative may deem necessary due to the failure on the part of the Contractor to carry out Engineer's or/Representative orders or to perform any provisions of the work. The Contractor shall immediately obey such order of the Engineer or/Representative and shall not resume work until ordered in writing by the Engineer or/Representative.

MEASUREMENT AND PAYMENT

Attention is directed to Section 9 of the Standard Specifications on file in the office of the City Engineer, the provisions of which shall govern unless other and conflicting provisions are set forth in these specifications and/or the special provisions.

The Contractor shall accept the compensation, as herein provided, as full payment for furnishing all labor, materials, tools, equipment and incidentals necessary to the completed work and for performing all work contemplated, and embraced under the contract; also for loss or damage arising from the nature of the work or from the action of the elements, or from any unforeseen difficulties which may be encountered during the prosecution of the work until the acceptance by the City, and for all risks of every description connected with the prosecution of the work; also for all expenses incurred in consequence of the suspension or discontinuance of the work as herein specified, and for completing the work according to the plans and specifications.

PROGRESS PAYMENT



The Contractor will, once each month, request in writing, payment per bid document for the previous months work.

No such estimate or payment shall be construed to be an acceptance of any defective work or improper materials.

FINAL PAYMENT

Upon receipt of written notice that the work is ready for final inspection and acceptance, the Engineer shall promptly make such inspection, and when the work is found to be acceptable under the contract and the contract fully performed, shall file a Notice of Completion as set forth in Part III, Page 8 herein.

Final payment, including all sums kept or retained as herein before specified as partial security for the fulfillment of the contract, shall be paid promptly by the City after expiration of the lien period (see California Civil Code § 3179 et seq.), providing there are no disputes arising from the performance of the contract or the amount due.

LEGAL RESPONSIBILITIES AND RELATIONS TO THE PUBLIC

LAWS TO BE OBSERVED

The Contractor shall keep fully informed of all existing and future state and federal laws and all municipal ordinances and regulations of the City of Monterey which in any manner affect those engaged or employed in the work, or the materials used in the work, or which in any way affect the conduct of the work, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same.

All work shall comply in every respect with all the governing laws, regulations, and ordinances of the City of Monterey, which shall be considered for the purpose of contract to which these specifications refer, a part thereof. The Contractor shall give to the proper authorities all necessary notices relative to the work, and shall obtain and pay for all such permits, licenses, notices, inspections, or tests required as part of the contract price. All permits issued by the City for work done under this contract shall be issued at no charge.

Contractors shall be licensed in accordance with the laws of this state and of the City of Monterey and should Contractor not possess appropriate licenses, this contract shall be voidable and the Contractor subject to penalties.

HOURS OF LABOR

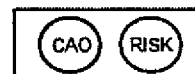
The Contractor shall forfeit as penalty to the City of Monterey, fifty dollars (\$50.00) for each laborer, worker or mechanic required or permitted to labor in violation of the provisions of the Labor Code, and in particular, Sections 1810 and 1815 thereof, inclusive.

LABOR DISCRIMINATION

No discrimination shall be made in the employment of persons upon public works because of the race, color, or religion of such persons, and every contractor for public works violating this Section is subject to all the penalties imposed for a violation of Chapter 1 of Part VII, in accordance with the provisions of Section 1735 of the Labor Code.

PENALTY FOR PREVAILING WAGE VIOLATION

The Contractor and any subcontractor under him shall forfeit, as a penalty to the City of Monterey, fifty dollars (\$50.00) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rates (as hereinafter stipulated) for any work done under the subject contract by him, or by any subcontractor hired by him, in violation of the California Labor Code, and, in particular, Sections 1770 to 1780 thereof, inclusive, or in



violation of the Davis-Bacon and other related acts. The Contractor shall post the prevailing wage rates at the job site in an area visible to the workers.

APPRENTICES ON PUBLIC WORKS

The Contractor shall comply with the provisions of Chapter 1 of Division 2 of the California Labor Code as amended. Contractors and their subcontractors shall furnish proof of one of the following for apprenticeship trades:

1. Copies of letters to the Joint Apprenticeship Committee
2. Documentation showing they are covered by local apprenticeship standards
3. Certificate of exemption from the 1 to 5 ratio, from the Division of Apprenticeship Standards.

SUBLETTING AND ASSIGNMENT

The Contractor shall give personal attention to the fulfillment of the contract and shall keep the work under control.

Subcontractors will not be recognized as such, and all persons engaged in the work of construction will be considered as employees of the Contractor, and their work shall be subject to the provisions of the contract and specifications.

Where a portion of the work sublet by the Contractor is not being prosecuted in a manner satisfactory to the Engineer or/Representative, the subcontractor shall be removed immediately on the requisition of the Engineer or/Representative and shall not again be employed on the work.

The contract may be assigned only upon the written consent of the City Council.

EMPLOYEES

All workmanship shall be fully up to the highest standard of modern construction and practice. The employment of labor shall comply with the prevailing local labor conditions and the Contractor shall employ only competent, careful, orderly persons upon the work. If at any time it shall appear to the Engineer or/Representative that any person employed upon the work is incompetent, careless, reckless, or disorderly, or disobeys or evades orders and instructions, such person shall be immediately discharged and not again employed upon the work.

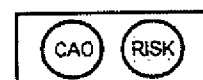
PATENTS

If any material, composition, process, method of construction or any other thing called for or required by the plans and specifications or used in the work is covered by letter patent, all royalties and expenses thereof, all litigation thereupon, or anything whatsoever which may develop as a cost from the use of such materials, composition, process, method, or any other thing which is covered by letter patent, shall be borne by the Contractor.

RIGHT OF PROPERTY

Nothing in the contract shall be construed as vesting the Contractor with any right of property in the materials furnished and used in the work herein provided for after they have been attached to the work and have become an integral portion of the work herein provided. All such materials shall, upon their becoming an integral part of the work herein provided, be and remain, the property of the City of Monterey.

INCREASED FORCE



In case of emergency involving danger to life or property, continuous work with increased force may be required by the Engineer or/Representative.

LIABILITIES

Right of general supervision by the City shall not make the Contractor an agent of the CITY, and the liability of the Contractor for all damages to persons or to public or private property arising from the Contractor's execution of the work shall not be lessened because of such general supervision.

PUBLIC CONVENIENCE AND SAFETY

Attention is directed to Section 7-1.09, "Public Safety" of the Standard Specifications for the provisions relating to the Contractor's responsibility for providing for the convenience and safety of the public in connection with his operations. Standard Specifications are on file in the office of the General Service Division.

The Contractor shall conduct his operations as to cause the least possible inconvenience to public traffic. The Contractor shall provide traffic control devices or personnel where necessary in conformance with good traffic safety standards. The Contractor shall provide sufficient warning signs or devices to give adequate notice to the public of dangerous or changed conditions existing during construction.

The City Engineer or/Representative shall determine the adequacy of said devices and, in cases of dispute, his determination shall be final.

If the City is required to provide traffic direction, signs or devices, due either to failure of the Contractor to so provide or in case of emergency, the City shall charge Contractor the actual cost of labor and materials and may deduct said costs from any monies due and owing the Contractor.

PRESERVATION OF PROPERTY

Attention is directed to Sections 7-1.11, 7-1.12 and 8-1.10 of the Standard Specifications. Due care shall be exercised to avoid injury to existing street improvements or facilities, utility facilities, adjacent property and roadside trees and shrubbery that are not to be removed.

Full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in protecting or repairing property, shall be considered as included in the prices paid for the various contract items of work, and no additional compensation will be allowed therefor.

EXCAVATIONS - COMPLIANCE WITH LABOR CODE SECTION 6705

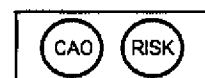
Contractor shall comply with California Labor Code Section 6705 which provides that prior to the commencement of excavation of any trench or trenches more than five (5) feet in depth, Contractor shall submit to the Engineer a detailed plan showing the design of shoring, bracing, sloping or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If such plan varies from the shoring system standards established by the Construction Safety Orders, the plan shall be prepared by a registered civil or structural engineer.

Plans must be submitted to the Engineer at least five (5) working days prior to the commencement of excavation. If said plans are not submitted five (5) days prior to the commencement of said excavation, the City shall not be liable to Contractor for any delay in work caused by delinquent submission of said plans. Contractor shall furnish a copy of permit obtained in compliance with California Division of Industrial Safety Construction Safety Orders Section 1503 "Permits for Excavations, Trenches, Construction (Building Structure, Scaffolding or Falsework), and Demolition".

Trenching of more than four feet (4') below the surface shall require the Contractor to promptly notify the



Engineer if unknown hazardous wastes, subsurface or latent physical site conditions different from those indicated or unusual site conditions are encountered, and inform the City as to its duty to investigate those conditions. The Contractor may file for a change order for any conditions different from those indicated.



SPECIAL PROVISIONS

GENERAL

The work, in general, consists of furnishing all labor, materials, supplies, equipment, transportation, and incidentals necessary to undertake the pest treatment in designed area location for pest control. The work shall include but not be limited to the use of Integrated Pest Management to target rodents, insects, arachnids, other arthropods and nuisance pests. The amount of work to be requested during the twelve-month contract period cannot be well defined at the outset. The Contractor will be responsible for pest treatment as needed.

The Contract documents include the Noncollusion Affidavit, Debarment and Suspension Certification, all bonds required herein, insurance certificates, these specifications, addenda (if any), if any entitled license/certification, the accepted proposal, the resolution awarding the Contract, and the signed Contract.

SPECIFICATIONS

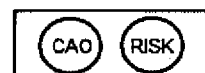
The work embraced herein shall be done in accordance with the appropriate provisions of the Standard Specifications insofar as the same may apply, and in accordance with these specifications. In case of conflict between the Standard Specifications and these Special Provisions the order of precedence shall be as follows:

Special Provisions shall take precedence over Standard Specifications. These Special Provisions shall also take precedence over conflicting portions of the "General Provisions, Part III" of these project specifications.

REGULATIONS

The Contractor and all subcontractors shall give all notices and comply with all laws, ordinances, rules, and regulations applicable to the work, safety and hiring/employment practices. These authorities include but are not limited to:

1. Americans with Disabilities Act (ADA) accessibility and employment standards. In the event of conflicting federal and state standards, the standard that provides greater access will take precedence.
2. Monterey City Code, as amended,
3. California Building Code, latest edition as adopted by the City of Monterey (2013 Edition),
4. California Electrical Code, latest edition as adopted by the City of Monterey (2013 Edition),
5. California Mechanical Code, latest edition as adopted by the City of Monterey (2013 Edition),
6. California Plumbing Code, latest edition as adopted by the City of Monterey (2013 Edition),
7. California Green Building Standards Code, latest edition as adopted by the City of Monterey,
8. California Historic Building Code, latest edition as adopted by the City of Monterey,
9. California Occupational Safety and Health Administrative Code, latest edition,
10. California Government Code Section 4216, Protection of Underground Infrastructure,



11. National Fire Protection Associations NFPA 1 Fire Code, latest edition,
12. The California Labor Code.

Nothing in the Plans and Specifications shall be construed to permit work not conforming to the regulations and codes set forth herein which include, but are not limited to the following:

Labor Code Requirements:

In accordance with the provisions of Sections 1725.5, 1771.1, 1771.3, and 1771.4 of the Labor Code, this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal (subject to the requirements of Section 4104 of the Public Contract Code), or engage in the performance of any contract for public work, as defined by that chapter of the Labor Code, unless currently registered and qualified to perform public work pursuant to Section 1725.5 of the Labor Code.

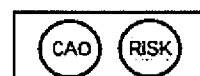
An inadvertent error in listing a subcontractor that is not registered shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive, provided that any one of Section 1771.(c)(1)-(3) applies. Failure of a listed subcontractor to be registered shall be grounds for the contractor to substitute a registered subcontractor for the unregistered subcontractor. The City shall not accept any bid, nor shall the City or bidder enter any contract or subcontract, without proof of the contractor or subcontractor's current registration to perform public work pursuant to Section 1725.5 of the Labor Code. The prime contractor shall post job site notices, as required by Section 1771.4(a)(2) of the Labor Code and regulations. The prime contractor shall submit records to the Labor Commissioner, as required by Sections 1771.4(a)(3), 1771.4(c)(2), and 1776 of the Labor Code.

Hours Of Labor

Eight hours labor constitutes a legal day's Work. The Contractor or any subcontractor under the Contractor shall forfeit, as a penalty to the State of California, twenty five dollars (\$25) or such other amount as may be amended by the Department of Industrial Relations from time to time for each worker employed in the execution of the contract by the respective Contractor or subcontractor for each calendar day during which that worker is required or permitted to Work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the requirements of the Labor Code, and in particular, Section 1810 to Section 1815, thereof, inclusive, except that Work performed by employees of Contractors in excess of 8 hours per day, and 40 hours during any one week, shall be permitted upon compensation for all hours worked in excess of 8 hours per day at not less than one and one-half times the basic rate of pay, as provided in Section 1815 thereof.

Prevailing Wage

Local prevailing wage rates shall be paid in accordance with Sections 1770, 1773, and 1782, as amended, of the California Labor Code, and Section 28-20(e) of the Monterey City Code, on all public works construction contracts exceeding twenty-five thousand dollars (\$25,000) and all public works contracts for alteration, demolition, repair or maintenance work exceeding fifteen thousand dollars (\$15,000). The Contractor and any subcontractor under the Contractor shall comply with Labor Code Sections 1774 and 1775. Pursuant to Section 1775, the Contractor and any subcontractor under the Contractor shall forfeit to the State or political subdivision on whose behalf a contract is awarded a penalty of not more than two hundred dollars (\$200), or such other amount as may be amended from time to time by the Department of Industrial Relations, for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of Industrial Relations for the Work or craft in which the worker is employed for any public (City) Work done under the contract by the Contractor or by any subcontractor under the Contractor in violation of the requirements of the Labor Code and in particular, Labor Code Sections 1770 to 1780, inclusive. The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of the mistake, inadvertence, or neglect of the Contractor or subcontractor in failing to pay the correct rate of prevailing wages, or the previous record of the Contractor or subcontractor in meeting their respective prevailing wage obligations, or the willful failure by the Contractor or subcontractor to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rate of prevailing wages is not excusable if the Contractor or subcontractor had knowledge of the



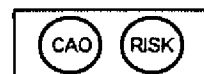
obligations under the Labor Code. In addition to the penalty and pursuant to Labor Code Section 1775, the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the Contractor or subcontractor. If a worker employed by a subcontractor on a public works (City) project is not paid the general prevailing per diem wages by the subcontractor, the prime contractor of the project is not liable for the penalties described above unless the prime contractor had knowledge of that failure of the subcontractor to pay the specified prevailing rate of wages to those workers or unless the prime contractor fails to comply with all of the following requirements:

1. The contract executed between the contractor and the subcontractor for the performance of Work on the public works (City) project shall include a copy of the requirements in Sections 1771, 1775, 1776, 1777.5, 1813 and 1815 of the Labor Code.
2. The contractor shall monitor the payment of the specified general prevailing rate of per diem wages by the subcontractor to the employees, by periodic review of the certified payroll records of the subcontractor.
3. Upon becoming aware of the subcontractor's failure to pay the specified prevailing rate of wages to the subcontractor's workers, the contractor shall diligently take corrective action to halt or rectify the failure, including, but not limited to, retaining sufficient funds due the subcontractor for Work performed on the public works (City) project.
4. Prior to making final payment to the subcontractor for Work performed on the public works (City) project, the contractor shall obtain an affidavit signed under penalty of perjury from the subcontractor that the subcontractor has paid the specified general prevailing rate of per diem wages to the subcontractor's employees on the public works (City) project and any amounts due pursuant to Section 1813 of the Labor Code.

Pursuant to Section 1775 of the Labor Code, the Division of Labor Standards Enforcement shall notify the Contractor on a public works (City) project within 15 days of the receipt by the Division of Labor Standards Enforcement of a complaint of the failure of a subcontractor on that public works (City) project to pay workers the general prevailing rate of per diem wages. If the Division of Labor Standards Enforcement determines that employees of a subcontractor were not paid the general prevailing rate of per diem wages and if the City did not retain sufficient money under the contract to pay those employees the balance of wages owed under the general prevailing rate of per diem wages, the contractor shall withhold an amount of moneys due the subcontractor sufficient to pay those employees the general prevailing rate of per diem wages if requested by the Division of Labor Standards Enforcement. The Contractor shall pay any money retained from and owed to a subcontractor upon receipt of notification by the Division of Labor Standards Enforcement that the wage complaint has been resolved. If notice of the resolution of the wage complaint has not been received by the Contractor within 180 days of the filing of a valid notice of completion or acceptance of the public works (City) project, whichever occurs later, the Contractor shall pay all moneys retained from the subcontractor to the City. These moneys shall be retained by the City pending the final decision of an enforcement action.

Pursuant to the requirements in Section 1773 of the Labor Code, the City has obtained the general prevailing rate of wages (which rate includes employer payments for health and welfare, pension, vacation, travel time and subsistence pay as provided for in Section 1773.8 of the Labor Code, apprenticeship or other training programs authorized by Section 3093 of the Labor Code, and similar purposes) applicable to the Work to be done, for straight time, overtime, Saturday, Sunday and holiday Work. The holiday wage rate listed shall be applicable to all holidays recognized in the collective bargaining agreement of the particular craft, classification or type of workmen concerned.

The general prevailing wage rates and any applicable changes to these wage rates are available at the City of Monterey, Capital Projects Office, 353 Camino El Estero, Monterey, CA, (831-646-3997). General prevailing wage rates are also available from the California Department of Industrial Relations' Internet Web Site at: <http://www.dir.ca.gov>.



The wage rates determined by the Director of Industrial Relations for the project refer to expiration dates. Prevailing wage determinations with a single asterisk after the expiration date are in effect on the date of advertisement for bids and are good for the life of the contract. Prevailing wage determinations with double asterisks after the expiration date indicate that the wage rate to be paid for Work performed after this date has been determined. If Work is to extend past this date, the new rate shall be paid and incorporated in the contract. The Contractor shall contact the Department of Industrial Relations as indicated in the wage rate determinations to obtain predetermined wage changes. Pursuant to Section 1773.2 of the Labor Code, general prevailing wage rates shall be posted by the Contractor at a prominent place at the site of the Work.

Changes in general prevailing wage determinations which conform to Labor Code Section 1773.6 and Title 8 California Code of Regulations Section 16204 shall apply to the project when issued by the Director of Industrial Relations at least ten (10) days prior to the date of the Notice Inviting Bids for the project.

The City will not recognize any claim for additional compensation because of the payment by the Contractor of any wage rate in excess of the prevailing wage rate set forth in the contract. The possibility of wage increases is one of the elements to be considered by the Contractor in determining the bid, and will not under any circumstances be considered as the basis of a claim against the City on the contract.

Travel And Subsistence Payments

The Contractor shall make travel and subsistence payments to each workman, needed to execute the Work, in conformance with the requirements in Labor Code Section 1773.8.

Payroll Records

The Contractor shall conform to the requirements in Labor Code Section 1776 concerning payroll records. Regulations implementing Labor Code Section 1776 are located in Sections 16016 through 16019 and Sections 16207.10 through 16207.19 of Title 8, California Code of Regulations. The Contractor and each subcontractor shall preserve their payroll records for a period of 3 years from the date of completion of the contract.

Labor Nondiscrimination

The Contractor shall comply with Section 1735 of the Labor Code, which reads as follows:

"No discrimination shall be made in the employment of persons upon public works because of the race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons, except as provided in Section 12940 of the Government Code, and every contractor for public works violating this section is subject to all the penalties imposed for a violation of this chapter."

The Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform Work under the contract.

Apprentices

The Contractor and subcontractors shall comply with the provisions in Sections 1777.5, 1777.6 and 1777.7 of the California Labor Code and Title 8, California Code of Regulations Section 200 et seq. To ensure compliance and complete understanding of the law regarding apprentices, and specifically the required ratio thereunder, the Contractor and each subcontractor should, where some question exists, contact the Division of Apprenticeship Standards, 455 Golden Gate Avenue, San Francisco, CA 94102, or one of its branch offices prior to commencement of Work on the contract. Responsibility for compliance with this section lies with the Contractor. It is State and City policy to encourage the employment and training of apprentices on public works contracts as may be permitted under local apprenticeship standards.

Workers' Compensation

Pursuant to the requirements in Section 1860 of the Labor Code, the Contractor will be required to secure the payment of workers' compensation to the Contractor's employees in conformance with the requirements in Section 3700 of the Labor Code.



Contractor's Licensing Laws

All bidders and contractors shall be licensed in accordance with the laws of this State, specifically the provisions the Business and Professions Code, Division 3, Chapter 9. Any bidder or contractor not so licensed is subject to the penalties imposed by such laws. In accordance with the requirements in Public Contract Code Section 10164, in all contracts where Federal funds are involved, the Contractor shall be properly licensed at the time the Contract is awarded.

TIME LIMITS

The Contractor shall submit bonds or alternative security and evidence of insurance that conforms to the contract within fifteen (15) calendar days after award of the contract by the City Council.

A Notice to Proceed will be issued upon receipt of the foregoing documents. The Contractor shall begin work within fourteen (14) calendar days after the issuance of the Notice to Proceed.

The Contractor shall diligently prosecute the contract to completion on or before the expiration of the service contract from the effective date of the Notice to Proceed.

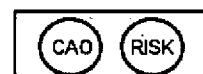
LIQUIDATED DAMAGES

Unless stated otherwise in the Special Provisions, it is agreed by the parties to the contract that in case all the work called for under the contract is not completed before or upon the expiration or the time limit as set forth in these specifications, damage will be sustained by the City of Monterey and that it is and will be difficult or impossible to ascertain and determine the actual damage which the City will sustain in the event of and by reason of such delay; and it is therefore agreed that the Contractor will pay to the City of Monterey the sum of Five Hundred Dollars and no cents (\$500.00) per day for each and every day's delay beyond the time prescribed to complete the work or the actual damages ascertained, whichever will be greater; and the Contractor agrees to pay such liquidated damages as herein provided; and in case the same are not paid, agrees that the City of Monterey may deduct the amount thereof from any money due or that may become due the Contractor under the contract.

It is further agreed that, in case the work called for under the contract is not finished and completed in all parts and requirements within the time specified, the City shall have the right to extend the time for completion of the contract or not, as may seem best to serve the interest of the City; and if it decides to extend the time limit for the completion of the contract, it shall further have the right to charge to the Contractor, his heirs, assigns or sureties, and to deduct from the final payment of the work, all or any part, as it may deem proper, of the actual cost of engineering, inspection, superintendence and other overhead expenses during the period of such extension, except that the cost of final measurements and preparation of final estimate shall not be included in such charges.

The contractor shall not be assessed with liquidated damages nor the cost of engineering and inspection during any delay in the completion of the work caused by Acts of God or of the public enemy, fire, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather or delays of subcontractors due to such causes; provided that the Contractor shall within ten (10) days from the beginning of any such delay notify the Engineer in writing of the causes of delay, who shall ascertain the facts and the extent of delay, and his findings of the facts thereon shall be final and conclusive. "Unusually severe weather" means that which is considered outside the normal average for the Monterey area as determined by historical weather records. The Contractor will not receive a time extension for normal or below normal precipitation.

LICENSES AND PERMITS



Prior to the execution of any contractual agreements, the successful Bidder shall obtain a City of Monterey Business License, and all applicable permits (except Coastal Zone Conservation permits) for construction. City permits shall be issued at no charge, except for construction parking permits. Parking permits are \$10/day (meter space) and \$5/day (non-meter space) for dashboard permits (for commercial vehicles only). Contractor to obtain paper permits from the Parking Division at 646-3953.

SITE INSPECTION

It shall be the Contractor's responsibility to inspect the site and become thoroughly familiar with all aspects of the work to be done.

The submission of a bid shall be conclusive evidence that the Bidder has investigated the site and is thoroughly satisfied as to the conditions to be encountered, as to the character, quality, and scope of the work to be performed; the quantity of materials to be furnished; and as to all the requirements of these specifications.

PAYMENT

Contractor shall bill monthly for service provided under these specifications and contractor's proposal. Contractor's monthly bill shall be broken down by cost per location as required by these specifications.

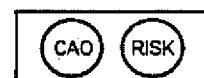
The unit prices paid shall be full compensation for completing the contract and shall include all labor, materials, travel time, equipment, taxes, and incidentals for a complete job, and no separate or additional compensation shall be made therefor. A seven percent (7%) interest is to be paid on undisputed claims if payment is not made by the sixtieth (60) day after claim is submitted.

INDEMNIFICATION AND HOLD HARMLESS

To the fullest extent permitted by law, Contractor agrees to indemnify, investigate, defend (at Contractor's sole cost and expense and with legal counsel reasonably approved by City), protect and hold harmless, the City of Monterey, its officials, officers, employees, agents, and representatives from and against any and all claims [including, without limitation, claims for bodily injury or death (including but not limited to Contractor, persons employed by Contractor, persons acting on behalf of Contractor, and third parties) or damage to property], demands, obligations, losses, damages, actions, causes of action, suits, judgments, fines, penalties, liabilities, defense costs, and expenses (including, without limitation, reasonable attorneys' fees, disbursements, and court costs, and all other professional, expert, or Contractors' fees and costs) of every kind or nature arising out of or in connection with or relating to any work or activities of Contractor (or Contractor's contractors or subcontractors, if any) conducted under this Agreement or arising out of the failure on Contractor's part to perform their obligations under this agreement. Except as provided by law, the indemnification provisions stated above shall apply regardless of the existence or degree of fault of the City, except for those claims which arise out of the active negligence, sole negligence, or willful misconduct of the City of Monterey.

Notwithstanding the provisions of the above paragraph, Contractor agrees to assume all risk and to indemnify and hold harmless the City from and against any and all claims, demands, defense costs, liability, expense, or damages of any kind or nature arising out of or in connection with damage to or loss of any property belonging to Contractor or Contractor's employees, contractors, representatives, patrons, guests, or invitees.

Contractor further agrees to indemnify City for damage to or loss of City property arising out of or in connection with Contractor's work associated with this Agreement or arising out of any act or omission of Contractor or any of Contractor's employees, agents, contractors, representatives, patrons, guests, or invitees; excepting such damage or loss arising out of the negligence of the City.



INSURANCE

Without altering or limiting Contractor's duty to indemnify, Contractor shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

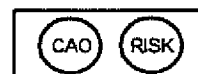
1. Contractor's Commercial General Liability Insurance including but not limited to personal injuries, bodily injuries, premises/operations, completed operations/products, contractual liability, independent contractors (if any part of the work is to be subcontracted), broad form property damage and cross-liability coverage with a combined single limit of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
2. Commercial Automobile Liability Insurance covering all automobiles, including owned, leased, non-owned, and hired automobiles, used in providing services under this Agreement, with a combined single limit of not less than \$1,000,000.
3. Workers' Compensation Insurance. If Contractor employs others in the performance of this Agreement, Contractor shall maintain workers' compensation insurance in accordance with California Labor Code section 3700 and with a minimum of \$100,000 per occurrence for employer's liability. Workers' compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agents, and subcontractors.

Other Insurance Requirements

1. All insurance required under this Agreement must be written by an insurance company either:
 - Admitted to do business in California with a current A.M. Best rating of no less than A:VI; or
 - An insurance company with a current A.M. Best rating of no less than A:VII.

Exception may be made for the State Compensation Insurance Fund when not specifically rated.

2. Each insurance policy required by this Agreement shall be endorsed to state that City of Monterey shall be given notice in writing at least thirty days in advance of any change, cancellation, or non-renewal thereof.
3. The general liability and auto policies shall:
 - Provide an endorsement naming the City of Monterey, its officers, officials, and employees as additional insureds under an ISO CG 20 10 11 85 or equivalent.
 - Provide that such insurance is primary and non-contributing insurance to any insurance or self-insurance maintained by the City.
 - Contain a "Separation of Insureds" provision substantially equivalent to that used in the ISO form CG 00 01 10 01.
 - Provide a waiver of any subrogation rights against the City.
4. Prior to the start of work under this Agreement, Contractor shall file certificates of insurance and endorsements evidencing the coverage required by this agreement with the City department contact and such must be acceptable to the City Risk Management Office. Contractor shall file a new or amended certificate of insurance and requisite endorsements promptly after any change is made in any insurance policy which would alter the information on the certificate and/or endorsements then on file.
5. Neither the insurance requirements hereunder, nor acceptance or approval of Contractor's insurance, nor whether any claims are covered under any insurance, shall in any way modify or change Contractor's obligations under the indemnification clause in this Agreement, which shall continue in full force and effect. Notwithstanding the insurance requirements contained herein, Contractor is financially liable for its indemnification obligations under this Agreement.



6. Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: the insured shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees, and volunteers; or Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration, and defense expenses.
7. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it.
8. Contractor shall either (1) require each of its subcontractors to procure and to maintain during the life of its subcontract, Commercial General Liability Insurance, Automobile or Vehicle Liability Insurance and Workers' Compensation Insurance of the type and in the amounts specified above, or; (2) insure the activities of its subcontractors in its policies. Prior to commencement of any work by any subcontractor, Contractor shall file certificates of insurance and endorsements evidencing the coverage required by this paragraph with the City department contact and such evidence of insurance must be acceptable to the City Risk Management Office. Contractor shall file a new or amended certificate of insurance promptly after any change is made in any insurance policy which would alter the information on the certificate and/or endorsements then on file.

INTERPRETATION OF SPECIFICATIONS

Should a Bidder be in doubt as to the true meaning of any item in the Specifications or should Bidder discover items containing discrepancies or omissions, the Engineer shall be immediately notified. All requests for interpretations must be submitted ninety-six (96) hours before bid opening. If found necessary, interpretation or correction will be made by written addendum, copy of which will be sent to each planholder. Such addenda are to be considered as part of the contract documents, and the Bidder shall acknowledge this condition by listing each addendum by number in his proposal. The Engineer shall not be held responsible for any oral interpretations or instructions.

PUBLIC SAFETY AND PROTECTION OF THE WORK

The Contractor shall furnish, erect and maintain such fences, barricades, guards, lights and other devices as are necessary to prevent accidents and avoid damage to the construction work or injury to the public. No separate payment shall be made for such work. If in the opinion of the Engineer/or representative, adequate barricades or warning devices are not maintained by the Contractor, the City may furnish and erect same and charge the Contractor therefor. Attention is directed to Sections 7-1.08 "Public Convenience" and 7-1.09, "Public Safety", of the Standard Specifications published by the State of California Department of Transportation.

PROTECTION OF GOVERNMENT PROPERTY

Government property grounds and facilities, if damaged or removed because of the Contractor's operations, shall be restored or replaced to same or better than the original condition and located in the same position and alignment as is reasonably possible.

VEHICLES

Contractor personnel utilizing Contractor-owned or privately owned vehicles on the military community shall possess a valid State driver's license and proof of insurance for privately owned vehicles. Contractor shall have clearly identified vehicles with the name of the Contractor prominently displayed on both sides of the vehicle while working on the installation. Contractor shall adhere to installation parking policy.



OTHER PERSONNEL

Contractor shall submit a list (Installation Access Application) upon award of all personnel working on Presidio within two (2) days from award of contract and shall ensure the Contractor's employees observe and comply with all Contractor and Army policies, regulations, and procedures concerning fire, safety, environmental protection, sanitation, security, traffic, parking, gratuities, flag courtesy, "off limits" areas, and possession of firearms or other lethal weapons. Contractor's personnel shall be legal residents or citizens of the United States and shall be able to clearly communicate in the English language. Contractor shall ensure the Contractor's personnel do not present an appearance, such as would embarrass the Command or residents of Presidio, and that their conduct shall not reflect discredit upon the installation or the Department of the Army. The Contractor shall remove from the job site any employee for reasons of misconduct or security. The removal of such a person shall not relieve the Contractor of the requirements to provide personnel to perform adequate and timely service. The Contractor shall not hire off-duty or former Government employees whose employment would result in a conflict with the Joint Ethics Regulations, DOD 5500.7-R. Contractor shall notify City of Monterey of any changes on the working status of key personnel immediately in writing for review and approval.

Contractor Responsibility

General: The Contractor shall establish and maintain an effective quality control system in compliance with the Specifications. The quality control system shall consist of plans, procedures, and organization necessary to provide materials, equipment, workmanship, fabrication, and operations which comply with contract requirements.

The Quality Control Plan

Quality Control Plans and Procedures.

The Contractor upon request will submit to City of Monterey its Quality Control Plan. This plan shall include, as a minimum, the following:

1. A description of the quality control procedures, including a chart showing lines of authority and acknowledgement that the Contractor shall implement the control system for all aspects of the work specified and shall report to the project manager or someone higher in the Contractor's organization.
2. The name, qualifications, duties, responsibilities, and authorities of each person assigned a QC function.
3. A copy of the letter to the Engineer /or Representative signed by an authorized official of the firm which describes the responsibilities and delegates the authority to implement the QC plan shall be furnished.
4. Procedure for scheduling and managing submittals, including those of subcontractors, offsite fabricators, suppliers, and purchasing agents.
5. Control testing procedures for each specific case. Note that in the case of federally-funded projects, QA/QC testing must be performed by the city by a CalTrans-certified lab.
6. Reporting procedures including proposed reporting formats.

PROTECTION OF PRIVATE PROPERTY

Private property grounds and facilities, if damaged or removed because of the Contractor's operations, shall be restored or replaced to same or better than the original condition and located in the same position and alignment as is reasonably possible. Contractor shall comply with the applicable portions of Sections 7-1.11 and 7-1.12 of



the Standard Specifications.

DUST CONTROL

The Contractor shall minimize dust generation from the jobsite and shall spray the site with water or dust palliative as required, in accordance with Section 10 of the Standard Specifications.

ENVIRONMENTAL/POLLUTION PREVENTION REQUIREMENTS

Contractor shall comply with all air pollution and environmental control rules, regulations, ordinances and statutes that apply to the project and any work performed pursuant to the contract. Additionally, City Code Chapter 31.5 Storm Water Management Section 31.5-12. Prohibition of Illegal Discharges, states,

"No person or entity shall discharge or cause to be discharged into the municipal Storm Drain System or waters of the state any materials, including but not limited to Pollutants or waters containing any Pollutants that cause or contribute to a violation of applicable water quality standards, other than storm water..."

Regardless of project size, the Contractor shall effectively implement and properly maintain storm water best management practices (BMPs) during construction to prevent discharges of pollutants, and including trash, to local drainages and waterways. Contractor shall comply with all water quality regulations in Monterey Municipal Code Chapter 31.5 Storm Water Management, and City Phase II Storm Water Permit requirements as prescribed by the State Water Resources Control Board (SWRCB) and Central Coast Regional Water Quality Control Board (RWQCB) regulations for the prevention of construction site discharges of pollutants, illicit discharges, and enforcement of prohibited and illicit discharges. The contractor shall employ at all times storm water runoff controls and BMPs at the site, including but not limited to erosion prevention, sediment controls, site stabilization, good housekeeping practices, proper materials storage and handling, and waste management. Storm water management and control practices shall result in the following outcomes on all construction sites, regardless of size:

- Protection of storm drain inlets and adjacent waterways must be implemented at all times to prevent illicit discharges of sediment, construction debris and fluids, and waste of any kind;
- No release of hazardous substances, such as oils, paints, thinners, fuels, and other chemicals; if such a spill occurs that may threaten local water quality, contractor must call 911 immediately and notify City Public Works staff;
- Minimization of site disturbance shall be kept to that portion necessary for construction only.
- Soil stabilization of graded areas shall be in place where construction activities have temporarily and/or permanently ceased.
- No deposit of mud, soil, sediment, concrete washout, trash, dewatering, or other similar construction-related material or waste shall occur on or into public rights of way, private streets, or into the City's storm water system and related natural resources, either by direct deposit, dropping, discharge, erosion, or tracking by construction vehicles. Any such discharge shall be cleaned-up promptly if an immediate threat to water quality exists, or if not immediate, at the end of the current work shift or workday in which the deposit occurred, whichever comes first.



- No runoff from graded areas or stockpile areas shall contain sediments and/or pollutants. Stockpiles shall be adequately and securely covered to avoid contact with rainfall and wind to prevent soil and stockpile movement by water and/or wind.
- Runoff containing sediments shall be captured in secondary containment structures and either treated to remove sediments prior to discharge or infiltrated in the soil on-site.
- No exposure of graded areas and stockpile areas to storm water run-on shall occur. Run-on shall be controlled by diversion structures such as dikes, secondary containment, or stockpile covers.
- All hard-surfaced areas are to be swept regularly and free of dirt and construction debris such that the surface of the pavement is clearly visible at all locations.

Best management practices (BMPs) are required to be employed on all construction sites as applicable to the construction activity and shall provide for, and not be limited to: inlet protections, perimeter protections, erosion prevention and soil control measures, soil stabilization measures, spill prevention and discharge control measures; solid waste containment; concrete waste management; proper vehicle and equipment cleaning, fueling, and maintenance; and proper materials management and storage. Detailed procedures to accomplish these protections can be found through the California Storm Water Quality Association's *Construction BMP Handbook Portal*, U.S. EPA *Construction BMP Database and Factsheets*, *Caltrans Storm Water Quality Manuals and Handbooks*, and the *Erosion and Sediment Control Field Manual* by San Francisco Bay Regional Water Quality Control Board. Referenced documents are available for viewing at the City of Monterey Public Works Office at City Hall.

Activities to be performed by Contractor include, but are not limited to:

- At all times, Contractor shall maintain the temporary and permanent vegetation (if any), erosion and sediment control measures, and other protective BMP measures in good and effective operating condition by performing routine inspections to determine condition and effectiveness of BMPs, restoration needs for destroyed vegetative cover, and by repair of erosion, sediment, and other protective measures.
- Contractor shall inspect the following areas at least once every seven (7) calendar days, unless otherwise necessary based on current conditions or as directed by City Inspector, and always within 24 hours prior to and after any predicted storm:
 - Inlet protections and perimeter controls;
 - Vehicle entry and exist locations;
 - Vehicle parking and storage areas;
 - Disturbed areas of the construction site,
 - Areas that have not been finally stabilized,
 - Areas used for storage of materials that are exposed to wind or precipitation,
 - Equipment and staging areas that are exposed to wind or precipitation; and,
 - All waste storage and handling devices and areas.

Where sites have been finally stabilized, such inspection shall be conducted at least once every month.

- Areas noted above shall be inspected for proper BMP implementation and necessary BMP maintenance, as well as evidence of, or the potential for:
 - Erosion, or
 - Sediments entering waterways or the drainage system, or
 - Pollutants entering waterways or the drainage system.

Erosion and sediment control measures shall be observed and maintained to ensure that they are operating correctly. Discharge locations or points shall be inspected regularly to ascertain whether erosion control measures are effective in preventing sedimentation and subsequent degradation of receiving water quality in violation of receiving water quality standards. Vehicle entry and exist locations shall be inspected for evidence of offsite sediment and pollutant tracking and need for cleanup.

- Deficiencies observed during inspections shall be noted and rectified before the end of the workday.

Additionally, the Contractor shall comply with the State Water Resources Control Board's Construction General Permit (CGP), as applicable to the project. Projects subject to the CGP include those that disturb one or more acres of soil, are less than one acre and are part of a common plan of development or sale, or applicable Linear Underground/Overhead Projects, and are required to obtain coverage under the State's CGP for Discharges of Storm Water associated with Construction Activity Construction General Permit Order 2009-0009-DWQ, and subsequent amendments thereto. Construction activities subject to this permit include clearing, grading, and disturbances to the ground such as stockpiling, or excavation, but do not include regular maintenance activities performed to restore the original line, grade, or capacity of the facility. Application for CGP coverage is made by the Contractor through a Notice of Intent (NOI) to the SWRCB and involves much interaction with the applicable RWQCB as CGP regulator. The Contractor shall supply the City with NOI and Storm Water Pollution Prevention Plan (SWPPP) for review and records purposes.

CGP coverage requires the development and implementation of a SWPPP. The SWPPP contents are mandated by the SWRCB and are subject to change, and typically contain site map(s) which shows the construction site perimeter, existing and proposed buildings, lots, roadways, storm water collection and discharge points, general topography both before and after construction, and drainage patterns across the project. The SWPPP must illustrate the placement of BMPs for the construction project and list pollution prevention BMPs the discharger will use to protect storm water runoff. Additionally, applicable SWPPPs must contain a visual monitoring program and a chemical monitoring program for "non-visible" pollutants to be implemented. All SWPPPs must be developed by a Qualified SWPPP Developer (QSD) and implemented by a Qualified SWPPP Practitioner (QSP), and supplied to the City for review and comment. Additional CGP information can be found at the State Water Resources Control Board CGP website: http://www.waterboards.ca.gov/water_issues/programs/stormwater/constpermits.shtml

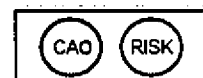
Construction site storm water management and control measures shall be implemented year-round regardless of "season". All construction site BMPs shall be implemented at the appropriate level for the construction activity at hand and in a proactive manner during all seasons while construction is ongoing.

TREE PROTECTION REQUIREMENTS

The following guidelines are established pursuant to Section 37-2.5 of the Monterey City Code, which states:

All public or private construction projects requiring acquisition of a building permit shall comply with the tree protection guidelines established by the City in order to safeguard and protect any trees affected by said construction.

1. These Tree Protection Guidelines apply to all "Protected Trees" in the City of Monterey, defined as:
 - a. trees located on a vacant private parcel that are more than two inches (2") in diameter when measured at a point four feet six inches (4' - 6") above the tree's natural grade; and,



- b. trees located on a private, developed parcel that are more than six inches (6") in diameter when measured at a point four feet six inches (4' - 6") above the tree's natural grade.
2. These standards do not apply to unprotected trees or trees previously approved for removal.
3. All cut, fill, and/or building foundations shall be located a minimum of 4.0 times the diameter of the tree away from the outside edge of the trunk of all trees scheduled for preservation. However, the minimum distance permitted shall be 6' - 0", away from the outside edge of the trunk for all trees of a trunk diameter less than 2' - 0". The diameter of a tree shall be measured at four feet six inches (4' - 6") above the surrounding grade [Diameter at Standard Height (DSH)].
4. All Protected Trees shall be marked with a spot of paint, or flagging and temporarily fenced during construction. The marking serves to notify City inspectors and workers that the tree is to be fenced at all times during construction. Fencing and marking shall be installed prior to the issuance of building or grading permits and shall be located at the edge of the root zone. The root zone is determined to be that area located out a distance 15 times the trunk diameter in all directions. At no time shall the fencing be located closer than 3' - 0" from the outside edge of the trunk or further than 3' - 0" away from the approved building wall line, foundation, retaining wall, or grade cut, whichever provides the greater distance from the tree trunk. Tree Protection Fencing (TPF) shall consist of 6' tall chain link on all commercial projects and four (4) feet tall plastic snow fencing on residential projects and shall be rigidly supported and maintained during all phases of construction. Fenced areas shall not be used for material stockpile, storage, vehicle parking, or dumping of materials, chemicals, or garbage. Fenced areas shall be maintained in a natural condition and not compacted. Removal of fencing shall only be approved by the City Forester.
5. Prior to the start of construction, all Monterey Pine trees scheduled for preservation shall have the lower 8' - 0", sprayed with Astro or Dragnet and then wrapped with plastic to reduce the potential for infestation by Red Turpentine Beetles. The plastic wrap and spray are used to control beetle attacks and shall remain on the tree throughout the construction period.
6. Utility and drain lines shall be located outside the TPA (Tree Protection Area) root zone of all trees scheduled for preservation. In cases where alternative routes are not available, utility conduit, pipe, wire and drain lines shall be tunneled under major roots. Major roots are determined to be those that exceed two (2) inches in diameter. In no case shall utility lines be permitted within 4.0 times the diameter of the trunk of any trees involved with construction unless the City Forester has approved with specific conditions in advance of work starting.
7. Projects that involve properties with several trees and proposed developments may require the owner or contractor to hire a private Certified Arborist to inspect and monitor the construction work to guarantee that the tree protection guidelines are enforced and that the trees to remain are not damaged, or negatively impacted during any phases of work.
8. All approved construction work within the root zone of trees scheduled for preservation shall observe the following minimum tree protection practices:
 - a. Hand trenching at point or line of grade cuts closest to the trunk to expose major roots 2" in diameter or larger. In cases where rock or unusually dense soil prevents hand trenching, mechanical equipment may be approved by the City Forester, provided that work is closely supervised to prevent tearing or other damage to major roots.
 - b. Exposed major roots shall be cut with a saw to form a smooth surface and avoid tears or jagged edges.
 - c. Absorbent tarp or heavy cloth fabric shall be placed over new grade cuts where roots are exposed and secured by stakes. 2" to 4" of compost or woodchip mulch shall be spread over the tarp to prevent soil



- moisture loss. The tarp should be thoroughly wetted at least twice per week to insure constant moisture levels until backfilling occurs. In very dry climate conditions, additional watering may be required to maintain a constant moisture level. This program of watering shall be maintained through all phases of construction including delays and other periods of inactivity.
- d. Decks located within the root zone of trees scheduled for preservation shall be of post and beam construction to eliminate any need for root pruning or removal.
 - e. On-grade patios or paving that cover more than one-third of the feeder zone of pine trees or oak trees shall be constructed of permeable materials that allow aeration and water penetration. Patios and paving shall be combined with any other non-permeable surface or structure for purposes of calculating the one-third coverage standard. A maximum 80% compaction for permeable surfaces shall be allowed. The paving design shall specify this restriction.
 - f. Planting beneath trees scheduled for preservation shall take into consideration watering requirements of the tree to prevent damage from over or under watering. Planting beneath native oak trees are of special concern and should be avoided. At a minimum, all new irrigation should be directed away from the trunks of oak trees. Installing lawn or other planting that requires frequent watering insures a slow death for oak trees due to their sensitivity to over watering and susceptibility to oak root fungus. Over-watering may also damage native pines.
9. Failure to comply with these Tree Protection Standards is punishable by Civil penalty, including Citation and fines.
 10. All Tree Protection devices must be in place prior to issuance of a Building Permit. Please contact Robert Reid, City Forester, at 831.646.3860 for inspection to confirm Tree Protection or with any general tree preservation questions.

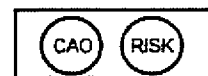
Chapter 37, Preservation of Trees and Shrubs, is available at www.monterey.org or <http://www.codepublishing.com/ca/monterey>

TECHNICAL SPECIFICATIONS

On-Call Service (Presidio & OMC/POMA)

Contractor to provide labor, material, travel, equipment, and project management to execute and complete the subject project: Use Integrated Pest Management (IPM) to target **rodents, insects, arachnids, other arthropods and nuisance pests.**

1. Treatment upon request by City of Monterey, this is an on-call pest control treatment service contract. The amount of work to be requested during the twelve-month contract period cannot be well defined at the outset. There is no guarantee of work during the Contract period. Contractors to prevent infestations, control, and eliminate rodents, insects, arachnids, other arthropods and nuisance pests. Targeted Pests for Management include but are not limited to: ants, bees, wasps, cockroaches, crickets, fleas, rats & mice, western rattlesnakes, scorpions, sow bugs, earwigs, spiders, and other common problem pests.
2. The Contractor shall accomplish pest control work requested by Work Orders. City of Monterey will send via e-mail, phone call, or fax to Contractor work request. Once approved by the Army Installation Pest



Management Coordinator (IPMC), City will send to Contractor approval to do work. Contractor will bill against work order issued. Contractor to recommend treatment with cost for any additional work issues they see in the field for approval by the IPMC and City of Monterey before proceeding. Building 4283 and 7693 are day care centers and a higher priority is to be given by Contractor when an issue comes up.

3. **Response time:** Contractor shall respond within 3 hours to all Dining Hall Facilities (627 & 838) and Child Care Facilities (4283 & 7693). Contractor to respond to all other locations within 24 hours of work order being issued. If work order is issued on a Friday afternoon and it is not a critical building (Critical Buildings are 627, 838, 4283, 7693), Contractor may respond on Monday.
4. Contractor will provide written report of treatment results, number and type of insects found, what kind of chemical was used, the amount used, the technicians name, company name, date treatment was done, location of treatment along with conditions promoting or that are conducive to pest infestations along with recommendations including structural and procedural modifications to reduce food, water, harborage and access used by pests, and any other additional work necessary to address pest issue.
5. Contractor to perform treatment of pest at all food handling facilities. Treatment shall include physical inspection, and placing of traps at pertinent locations within each facility. Pest control personnel will provide written report of treatment results, number and type of insects found in each trap along with recommendations for additional work if needed. This requirement is in accordance with the Integrated Pest Management Plan for the installation.
6. Contractor will submit a monthly bill. All requested work at specified facilities will be billed individually with a City work order number on invoice and must be pre-approved by City of Monterey and IPMC.
7. Areas to be covered by pest control services under this contract include, but are not limited to, the following: grounds, food service facilities, barracks, medical and dental clinics, structures, medical labs, medical treatment rooms, offices, industrial buildings, warehouses, utility buildings, food storage areas, administrative buildings including their lavatories, lounges, and food vending areas; and similar properties.
8. Location where work maybe performed but not limited to:
 - A) POM #212 (snack bar) – Infantry St.
 - B) POM #517 (snack bar) - Lawton Rd.
 - C) POM #627 (dining facility) – Rifle Range Rd.
 - D) POM #627 (Kiosk) – Rifle Range Rd.
 - E) POM #632 (Java Café) – Lawton Rd.
 - F) POM #838 (dining facility) – McCarthur Rd.
 - G) POM #843 (Java Café) – Mason Rd.
 - H) POMA #4235 (Snack Bar) - Old Fort Ord Area, Gigling Rd.
 - I) POMA #4283 (Porter Youth Center) - Old Fort Ord Area, Gen Jim Moore Blvd.
 - J) POMA #4385 (DMDC) - Old Fort Ord Area, Gigling Rd.
 - K) POMA #4400 (Fire Station) - Old Fort Ord Area, Gen Jim Moore Blvd.
 - L) POMA #4401 (Fire Tower) - Old Fort Ord Area, Gen Jim Moore Blvd.
 - M) POMA #4403 (Fire Station) - Old Fort Ord Area, Gen Jim Moore Blvd.
 - N) POMA #7693 (Child Development Center) - Old Fort Ord Area, Monterey Rd.

General information (Presidio & OMC/POMA):

1. LICENSING AND CERTIFICATION FOR PESTICIDE SERVICES

The Contractor shall possess a business license issued by the state of California to provide pest control services. The Contractor shall provide proof of licensing to the Army's IPMC through the City of Monterey prior to contract award.



All Contract personnel employed who will apply or supervise the application of pesticides under this contract shall possess commercial certification by the State of California in the appropriate EPA-approved State categories for the work requirements of the contract. Neither private applicator certification nor registered technician certification are acceptable. Copies of State certification shall be provided to the Army IPMC through the City of Monterey prior to contract award. Current, updated certificates will be provided to the IPMC for review and approval throughout the term of this contract.

2. REGULATORY COMPLIANCE

Throughout the term of this contract, the Contractor shall comply with and implement the Installation's most current, approved Integrated Pest Management Plan (IPMP) and conduct all pesticide application activities in accordance with Department of Defense Instruction 4150.07 and all applicable federal, DOD, Army, state and local regulations. In addition, the Contractor must adhere to guidelines as described in the Best Management Practices and Standard Operating Procedures of the Monterey Urban Runoff management Plan, Pest Management Control program.

3. PESTICIDE USE

Contractor shall ensure that all pesticides proposed for use are listed on the USAG POM's approved Pesticide Use Plan (PUP). The Contractor may submit proposed additional pesticides for inclusion in the PUP to the Army IPMC for review and approval by the Army Environmental Command Pest Management Consultant. The Contractor shall not deviate from the PUP-listed products without the appropriate Army review and approval process. Contractor to submit, upon award, for City's approval all "Fact Sheets" on chemical/products used. Any time for the life of the contract a new chemical/product is used, product "Fact Sheet" is to be submitted to City for approval prior to use.

4. RECORDS AND REPORTS

The Contractor shall prepare, submit and maintain daily and monthly pest management records and reports for each pest management service provided to include surveillance, non-chemical controls and pesticide applications. The Contractor shall use an Army QAE and IPMC approved electronic reporting spreadsheet. Records shall be accurate and complete and shall include at a minimum: the installation name, pesticide common name from the label that was applied, pesticide formulation, EPA Registration Number, target pest, the type of application and final concentration applied, the amount of final spray or dry formulation, date of application, location of the service (e.g. building number etc. that accurately identifies the location), the total surface area treated and the pest controller's name and amount of labor expended.

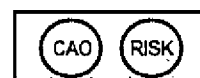
All pest management records shall be submitted via e-mail to the City of Monterey (shannon@monterey.org & fernande@monterey.org) who will send to the Army QAE and IPMC by the 10th of each month. Records rejected due to inadequate or incorrect information shall be corrected and returned at no additional cost to the Government with 5 additional business days.

5. INTEGRATED PEST MANAGEMENT (IPM) & PERSONNEL EXPERTISE

Priority shall be given to the use of non-chemical pest control techniques and the use of "GREEN" products recommended. The Contractor shall use chemical control methods only after maximizing the use of non-chemical controls or after determining the unfeasibility of using non-chemical controls and with approval through Army IPMC and City of Monterey. Pesticide formulations and application methods that present the lowest potential hazard to humans and the environment will be considered first.

6. All Contractor personnel shall understand IPM principles and practices and be capable of implementing them. The Contractor shall have the background and experience to be capable of identifying pests and knowledgeable about pest life cycles, habits and conditions that affect pest populations.

7. PESTICIDES



The Contractor shall procure, handle, store, and apply pesticides in strict accordance with the EPA registered pesticide label. Only certified applicators shall operate pesticide application equipment. All pesticides shall be used in accordance with Federal, California state, local and installation regulations.

Pesticide applications will be clear of water sources, drainage outfalls or other drain areas to prevent contamination of water systems unless the product is registered for such use and pre-approved by the IPMC

The Contractor shall maintain a binder containing labels and MSDSs for all pesticides used, and have it readily available for inspection by the City of Monterey and the Installation Quality Assurance Evaluator (QAE), IPMC and various Safety & Emergency response personnel at all times.

8. PESTICIDE STORAGE, MIXING AND DISPOSAL

The Contractor shall not store pesticides on Federal Government property. All pesticides shall be stored off Federal Government property, or inside of the secured Contractor vehicle(s).

The Contractor shall not mix pesticides on Federal Government property at POM and OMC. All pesticides must be mixed prior to arrival at the installation. All containers used for formulated pesticide transport or application must have the product label affixed to them.

All pesticides, rinse water, and containers shall be disposed of in accordance with label directions. The Contractor shall dispose of any pesticides, pesticide containers, pesticide residue, pesticide rinse water, or any pesticide contaminated article at an authorized disposal area off of Federal Government property.

9. PESTICIDE SPILLS

The Contractor shall immediately report all spills of hazardous materials to the Presidio of Monterey Fire Department via phone call to 911. The Contractor will then notify the City of Monterey Contracting Officer and shall be financially responsible for the clean-up of any spills. Spills shall be managed in accordance with the Installation's Draft Spill Prevention, Control and Countermeasure Plan and Spill Contingency Plan. This document should be readily accessible to all personnel applying pesticide on the installation.

10. PERSONAL PROTECTIVE EQUIPMENT

The Contractor shall provide Personal Protective Equipment (PPE) to each of their pest control applicators. This equipment shall include, at a minimum, the PPE required by the applicable pesticide labels and by the Monterey County Office of the Agricultural Commissioner.

11. OCCUPIED SPACES

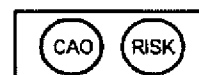
Liquid or aerosol pesticide shall not be applied in occupied spaces when people are present. Dust pesticide formulations shall not be applied in occupied spaces if the dust can be carried by air currents to people. Gel baits, cockroach, rodent and ant bait stations or other pesticide formulations that do not volatilize or carry on air currents may be applied in occupied spaces.

12. EQUIPMENT

The Contractor shall repair and maintain all equipment in accordance with manufacturer's instructions. Equipment shall be in good operating condition, free of visible deterioration, shall not leak, and shall be calibrated to apply pesticides in accordance with the pesticide product label. Proof of calibration may be requested by the Army QAE or IPMC. Equipment that has failed shall be replaced and/or repaired by the Contractor prior to resuming operations. The Contractor must clearly and plainly mark all pesticide application equipment including rodent bait stations and glue traps with the company's name, a point-of-contact, and phone number. The Contractor shall assume responsibility for all Contractor-owned equipment or other items.

13. BUSINESS/TRAPPING /PESTICIDE APPLICATOR CERTIFICATE/ LICENSE

Contractor is required to produce a copy of their current City of Monterey business license and Pest once awarded.



Contractor will produce a copy of their current pesticide applicators certificates/licenses.

Additional Information

1. Guarantees

The service program should conform with the appropriate regulations (product specific):

- A. FDA
- B. Kosher
- C. EPA
- D. UDA
- E. NSF

3. Clean up

The work site shall be kept as clear of equipment, material, and waste material as is practicable at all times. The City of Monterey representative shall make the determination that this requirement is being complied with.

4. Reports

Contractor shall provide an access to on-line reporting of all maintenance service or provide a report to the City of Monterey each time a service is completed. The report must clearly show what the pesticide/chemical treatment was, how much was applied, location, who applied it, with date and time.

Report is to be mailed to City of Monterey, General Services, 580 Pacific St., Monterey CA 93940 or e-mailed to Marina Fernandes fernande@monterey.org and Pj Kinzie-Garcia kinzie@monterey.org

5. Inspections & Random Inspection

- A. The City of Monterey reserves the right to conduct random inspections.

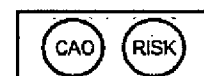
PRESIDIO OF MONTEREY – IPMP (Integrated Pest Management Plan) AND PUP (Approved Pesticide List)

The Integrated Pest Management Plan for the Presidio is below and the Army is in the process of updating it, if you see conflicts between the PUP (approved pesticide list) and the IPMP in terms of what chemicals are approved, the PUP takes priority.

Also - there may be differences in the IPMP worksheets and the way the Army operates (i.e., before treating bees, there is a need to find out if they can be collected by a beekeeper).

Pesticide List (PUP)

FY14 PESTICIDE USE PROPOSAL		
Installation Name: Presidio of Monterey		
Full Pesticide Trade Name	EPA Registration #	Active Ingredients



Chase Mole-Gopher Repel (L)	25B Exempt	Castor Oil
Eco Exempt D Dust Insect	25B Exempt	2-Phenethyl Propionate, Eugenol (clove oil)
Eco Exempt IC2 Insecticid Conc	25B Exempt	Rosemary & Peppermint Oils, Geraniol
Essentria IC3 Insecticide Conc	25B Exempt	Rosemary & Peppermint Oils, Geraniol
Fusilade DX herbicide	100-1070	Fluazifop-P-butyl
Fusilade II	100-1084	Fluazifop-P-butyl
Reward Landscape & Aquatic Herbicide	100-1091	Diquat dibromide
Archer IGR	100-1111	Pyriproxifen
Barricade 4FL	100-1139	Prodiamine
Prosecutor PROfessional MAX	100-1169	Glyphosate
Advion Cockroach Gel bait	100-1484	Indoxacarb
Advion Ant Gel	100-1498	Indoxacarb
Sanafoam Vaporooter II	1015-70	Metham-sodium, Dichlobenil
Riptide Waterbased Pyrethrin ULV	1021-1785	Pyrethrins, Piperonyl Butoxide
Onslaught	1021-1815	Esfenvalerate
Terad3 Ag Blox	12455-116	Cholecalciferol
Terro-PCO Liquid Ant Bait	149-8-64405	Borax
Turflon Ester	17545-8	Triclopyr, Butoxyethyl Ester
Trimec Turf	2217-517	Dicamba, 2,4-D, MCPP-p
Embark Turf and Ornamental Growth Regulator	2217-768	Mefluidide
Speed Zone	2217-833	Dicamba, 2,4-D, Carfentrazone-ethyl, MCPP-p
Speed-Zone Southern	2217-835	Carfentrazone-ethyl, 2,4-D, MCPP-p, Dicamba
Razor Pro	228-366	Glyphosate
Phantom	241-392	Chlorfenapyr
Pre-M AquaCap Herbicide	241-416-10404	Pendimethalin
Gentrol IGR	2724-351	(7S)-Hydroprene
Precor IGR	2724-352	(7S)-Methoprene
Gentrol Point Source Roach Control Device	2724-469	(7S)-Hydroprene
Precor 2000 Plus	2724-490	S-Methoprene, D-Phenothrin, MGK 264, Piperonyl butoxide
Dragnet SFR	279-3062	Permethrin
Astro	279-3141	Permethrin
Talstar PL	279-3168	Bifenthrin
Talstar P	279-3206	Bifenthrin
Oust XP Herbicide	352-601	Sulfometuron methyl
Arilon	352-776	Indoxacarb
Insect Killing Soap Concentrate II	42697-60	Potassium Salts of Fatty Acids
Sevin SL	432-1227	Carbaryl
Maxforce Professional Insect Control Granular Insect Bait	432-1255	Hydramethylnon
Maxforce FC Ant Bait Stations	432-1256	Fipronil
Maxforce FC Roach Bait Stations	432-1257	Fipronil
Maxforce FC Roach Killer Bait Gel	432-1259	Fipronil
Maxforce Ant Killer Bait Gel	432-1264	Fipronil

Tempo Ultra WP	432-1304	beta-Cyfluthrin
Premise 75	432-1332	Imidacloprid
Tempo Ultra WSP	432-1377	beta-Cyfluthrin
Suspend SC Insecticide	432-763	Deltamethrin
Drione Dust	432-992	Pyrethrins, Piperonyl butoxide, Silica gel
PT 565 Plus XLO	499-290	Pyrethrins, Piperonyl butoxide, MGK 264
Avert Dry Flowable Cockroach Bait Formula 1	499-294	Abamectin
Cy-kick CS	499-304	Cyfluthrin
Prescription Treatment Brand Wasp-Freeze Wasp & Hornet Killer Formula 1	499-362	d-trans-Allethrin, D-Phenothrin
Advance Granular Ant Bait Formula 1	499-370	Abamectin B1
ULD BP-300	499-450	MGK 264, Piperonyl butoxide, Pyrethrins
388B Advance Ant Gel Bait	499-492	Borax
Advance Cockroach Gel Bait Reservoir	499-507	Dinotefuran
ULD HydroPy-300	499-511	Pyrethrins, Piperonyl butoxide
MotherEarth Granular Scatter Bait	499-515	Boric Acid
Microcare 3% CS Controlled Release Pyrethrins	499-516	Pyrethrins, Piperonyl Butoxide
Alpine Ant and Termite Foam	499-526	Dinotefuran
Roundup Pro	524-475	Glyphosate
Roundup ProDry	524-505	Glyphosate
Roundup ProMax	524-579	Glyphosate
Hot Foot	55943-1	Polybutene
Gallery 75 Dry Flowable	62719-145	Isoxaben
Snapshot 2.5 TG	62719-175	Trifluralin, Isoxaben
Turflon Ester	62719-258	Triclopyr, Butoxyethyl Ester
Rodeo	62719-324	Glyphosate
Garlon 3A	62719-37	Triclopyr
Vikane	62719-4	Sulfuryl fluoride
Garlon 4	62719-40	Triclopyr
Scythe	62719-529	Nonanoic acid
Milestone VM	62719-537	XDE-750 TIPA salt
Sapphire	62719-547	Ponoxsulam
Milestone VM Plus	62719-572	XDE-750 TIPA salt, Triclopyr
Confront	62719-92	Triclopyr, Clopyralid
Tim-bor Professional	64405-8	Disodium Octaborate, Tetrahydrate
ExciteR	655-798	Pyrethrins, Piperonyl Butoxide
Diuron 4L	66222-54	Diuron
Eco PCO ACU	67425-14	2-Phenylethyl Propionate
Eco PCO ARX	67425-15	Pyrethrins, 2-Phenylethyl Propionate
Fiesta Turf Weed Killer	67702-26-87865	Iron HEDTA
First Choice Sluggo Snail & Slug Bait	67702-3-34704	Iron Phosphate
Rose Defense	70051-2-869	Clarified Hydrophobic Neem Oil
70% Neem Oil	70051-2-54705	Clarified Hydrophobic Extract of Neem Oil
Surflan A.S. Herbicide	70506-43	Oryzalin

Permethrin SFR	70506-6-53883	Permethrin
Furmitoxin Tablets	72959-1	Aluminum phosphide
Intice	73079-2	Boric Acid
Termidor SC	7969-210	Fipronil
Drive XLR8	7969-272	Quinclorac
FreeHand 1.75G Herbicide	7969-273	Dimethenamid-P, Pendimethalin
Cory's Slug and Snail Pellets	8119-13	Metalddehyde
MaxxThor SC	81824-5	Bifenthrin
Dimension 0.25 G	9198-213	Dithiopyr

POM Pest IPMP:

US ARMY PRESIDIO OF MONTEREY DATE: JAN 2004

POM-EMS-MP-006

Note: This on-line document is a "controlled" document and authorized for use. When printed from this website, this document is uncontrolled. Before using a printed copy of this document, ensure that it is the same as the on-line version.

**Presidio of Monterey (POM) and Ord Military Community (OMC)
Installation Pest Management Plan
Monterey, California
January 2004**

APPENDICES

APPENDIX A – Material Safety Data Sheets 26

APPENDIX B – SOP for Pest Management in Food Service Facilities 27

APPENDIX C – IPM – Contract Guide Specifications 28

APPENDIX D – Points of Contact & Certifications 35

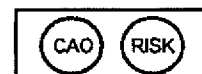
APPENDIX E – Pesticide Use Proposal for POM / OMC 36

EXECUTIVE SUMMARY

1. SITE. The Presidio of Monterey (POM) and the Ord Military Community (OMC) consist of 1,165 acres located in Monterey County, California. In addition, the POM/OMC maintain approximately 15,830 acres of land to be transferred to agencies involved in the reuse of former Fort Ord. The primary mission of the POM is carried out through the Defense Language Institute Foreign Language Center (DLIFLC), the largest foreign language training facility in the western world. DLIFLC provides resident foreign language instruction in support of national security requirements, supports and evaluates command language programs worldwide, conducts academic research into the language learning process, and administers a worldwide standard language test and evaluation program. More than 35 foreign languages are taught to United States military personnel and selected civilian employees of the federal government. Other commands located at the POM consist primarily of support activities intended to assist service members during their stay at POM while attending DLIFLC. These commands include the US Army 229th Military Intelligence Battalion, the Marine Corps Detachment, the Air Force 311th Training Squadron, and the Naval Security Group Detachment.

2. SCOPE. The contents of this pest management plan (PMP) apply to all activities and individuals working, residing or otherwise doing business on POM/OMC and former Fort Ord under Army control.

3. OVERVIEW. Federal Agencies are mandated by Public Law (Section 136r-l of title 7,



United States Code) to use Integrated Pest Management (IPM). This PMP for POM and OMC describes past and anticipated pests and outlines the resources necessary for surveillance and control of these pests including any administrative, safety or environmental requirements.

4. RESPONSIBILITIES: The POM/OMC pest management coordinator oversees the program. Pest prevention — through good sanitation practices — is the responsibility of all individuals that occupy or maintain buildings or open spaces on the installation. Contracted pest control will occur in accordance with IPM methods. Before any pesticides are applied, non-chemical control efforts will be used to the maximum extent possible.

5. IMPACT: Without an IPM program for POM/OMC, pests can interfere with the military mission, lower morale, damage real property, increase costs, and potentially expose installation personnel to disease.

6. PEST MANAGEMENT ROLES AND RESPONSIBILITIES. The major aspects of the pest management program dealing with pest surveillance and control are addressed in the PMP. Pest control is performed under contracts, IMPAC purchases and thru a Service Support Agreement with the Bureau of Land Management. No pesticides are stored, or mixed on-site other than over the counter pesticides that are sold at the commissary.

7. MAINTENANCE: This plan is a working document that will be frequently updated. This is particularly true for the Pest Control Worksheets that will be updated annually.

A. BACKGROUND.

1. Purpose. This pest management plan (PMP) is a framework through which the Integrated Pest Management (IPM) program is defined and accomplished on the installation. This plan is used as a tool to reduce reliance on pesticides, to enhance environmental protection, and to maximize the use of IPM techniques.

2. References.

- a. Section 136r-1 of title 7, United States Code
- b. Department of Defense (DoD) Instruction 4150.7, DoD Pest Management Program, 22 April 1996.
- c. Army Regulation (AR) 200-5, Environmental Quality Pest Management, 29 October 1999.
- d. Integrated Natural Resources Management Plan, Presidio of Monterey and Ord Military Community, Monterey County, California, 29 May 2001.
- e. Presidential Executive Order - EO 13112 – Invasive Species. This Order, dated 3 February 1999, was issued to prevent the introduction of invasive species and provide for their control and to minimize economic, ecological, and human health impacts that invasive species cause.

3. Plan Maintenance. The POM/OMC Pest Management Coordinator (PMC) maintains this PMP. While pen and ink changes are made to this plan throughout the fiscal year, this plan is reviewed and updated as necessary annually to reflect all changes made in the pest management program during each fiscal year. An annual update to this plan is sent to AEC for review and technical approval NLT 30 September each year. This annual update includes a pesticide use proposal for the following year.

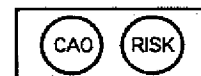
B. RESPONSIBILITIES.

1. Commander's Representative.

- a. Designate a Pest Management Coordinator (PMC) for all pest management activities.
- b. Approve and support the Pest Management Plan (PMP).
- c. Ensure that installation personnel managing the pest control program receive adequate training and achieve pest management certification as required.
- d. Ensure that all pest management operations are conducted safely and have minimal impact on human health and the environment.

2. Director of Environmental and Natural Resources Management (DENR).

- a. Prepare, monitor, and update the PMP.
- b. Perform functions of the Pest Management Coordinator (PMC) duties and responsibilities.
- c. Promote implementation of the PMP and compliance with AR 200-5, and other applicable environmental laws and regulations.



- d. Maintain records of pest management operations and provide annual pesticide application information to SWRO/AEC Pest Management Consultant.
- e. Ensure that the technical portions of any pest management contract be reviewed by an AEC pest management professional.
- f. Initiate requests for aerial application of pesticides if necessary.
- g. Point of contact for those who store or apply pesticides (e.g., AAFES, pest control contractors) and activities or individuals who request pest control services, conducts surveillance, document or take pest control actions (e.g., DPW, DL-F, DL-S, RCI, DPS-FD, and CALMED).
- h. Monitor certification and continuing pest management training for pesticide applicators and QAE personnel on the installation.
- i. Coordinate approval of contracts and monitor contracts dealing with pesticide application.
- j. Point of contact to SWRO/AEC PMC concerning pest management on the installation.

3. Director of Public Works (DPW).

- a. Promote implementation of integrated pest management practices on the installation.
- b. Request, fund and monitor contracted pest control operations.
- c. Designate a Quality Assurance Evaluator (QAE) to oversee contracted pest control activities.
- d. Provide pest control records to the PMC using the Integrated Pest Management Information System (IPMIS).
- e. Promote the use of "Self-Help" pest control options for family housing.

4. Director of Residential Communities Initiative (RCI).

- a. Promote implementation of IPM practices on the installation.
- b. Request, fund, and monitor contract pest control operations in family housing.
- c. Provide pest control records to the PMC using the Integrated Pest Management Information System (IPMIS).
- d. Promote the use of "Self-Help" pest control options for family housing.

5. California Medical Detachment (CALMED).

- a. Conduct inspections at food service facilities in accordance with AR 40-5 on a monthly, quarterly or as necessary basis and provide inspection results and recommendations to building management, QAE and the PMC.

6. Building Occupants & Facility Managers.

- a. Apply appropriate sanitary practices to prevent pest infestations.
- b. Apply only those pesticides approved for "self-help" use except within food service facilities where pesticide applications are to be done only by a California Certified Pesticide Applicator.
- c. Cooperate fully with DPW personnel and contractors in scheduling pest control surveillance and treatment, including preparing the areas to be treated and identification of problem areas.

7. Pest Control Contractors.

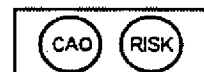
- a. Control pests according to the provisions of this plan using IPM methods.
- b. Operate in a manner that minimizes risk of contamination of the environment and personnel.
- c. Ensure that applications are conducted in accordance with the pesticide label.
- d. Provide DPW accurate pest surveillance and pesticide application records using IPMIS as applicable and in a timely manner.

C. INSTALLATION DESCRIPTION.

1. This section describes land uses and facilities on the POM, OMC and the former Fort Ord installation in caretaker status. There are three categories of land use described below.

a. Improved Grounds. Improved grounds include areas where intensive maintenance activities are planned and performed routinely such as around administrative buildings. These activities include mowing, irrigation, drainage system maintenance, installation and maintenance of landscape plantings, and other intensive practices such as parade or athletic fields.

b. Semi-Improved Grounds. Semi-improved grounds include areas on which periodic



maintenance is performed but to a lesser extent than on improved grounds. Activities on semi-improved grounds normally include weed and brush control, drainage maintenance, and mowing for fire protection.

c. Unimproved Grounds. Unimproved grounds include all other acreage such as open space, not classified as improved or semi-improved grounds. Activities on unimproved grounds do not occur on a regular basis and generally are unpredictable depending on mission activities and changing conditions due to fire and other variables.

2. POM.

a. The POM is located along the Pacific Ocean in northern Monterey County, California approximately 120 miles southeast of the City of San Francisco and approximately 8 miles south of former Fort Ord. The POM consists of 394 acres on a long, narrow parcel extending southwest from Monterey Bay (Figure 1). The POM is within Monterey City limits and is adjacent to the City of Pacific Grove and unincorporated Monterey County lands. Approximately 100 acres of the POM are leased to the City of Monterey as a native plant reserve and a historic park.

b. Land at the POM is categorized as improved and semi-improved in the lower portion of the POM and unimproved in the upper portion, which contains the Huckleberry Hill Nature Preserve. Improved grounds include roads, structures, buildings, fields, parking lots, and other fully maintained areas. Semi-improved grounds are located in the urban forest area adjacent to and north of Kit Carson Road. Unimproved lands are located in the upper POM at the Huckleberry Hill Nature Preserve. Land uses on the POM are institutional and include education, administration, housing, recreation, and health care facilities (Figure 1). The central and eastern portions of the POM, below the 450-foot elevation contour, commonly known as the middle and lower POM, are the most heavily developed and are considered improved grounds. These developed areas support structures, paved surfaces, lawns, and horticultural tree and shrub plantings. In addition, the developed areas support the DLI. Buildings on the middle and lower POM provide classrooms, administrative, and support functions for the base mission. The lower POM, site of the historic district, has been leased to the City of Monterey as an historic preserve.

c. The unimproved upper portion of the POM, known as the Huckleberry Hill Nature Preserve, has been designated as open space (Figure 1). Monterey pine forest dominates the vegetation cover of the POM above the 450-foot elevation contour. The preserve is currently leased to and managed by the City of Monterey. The preserve is operated with the goal of retaining the forest while providing a recreation area for residents to enjoy for future generations. In addition, Soldier Field, located in the lower POM, is also leased to the City of Monterey for recreational use.

3. OMC.

a. The OMC is an enclave of 771 acres on the former Fort Ord that is being retained to provide family housing and operational support to the POM (Figure 2). In October 1994, following the closure of former Fort Ord, the POM and OMC became a U.S. Army Training and Doctrine Command (TRADOC) installation. In 2002 the POM and OMC were assigned under the newly created South West Regional Office (SWRO) in San Antonio Texas. Pest control activities support the POM, OMC and Base Realignment and Closure (BRAC) properties at former Fort Ord in caretaker status.

b. The OMC is primarily developed and is comprised of improved grounds with limited unimproved buffer areas. The following types of land uses are present at the OMC:

- POM Directorates and Tenants: Directorate of Environmental and Natural Resources (DENR), Directorate of Public Works (DPW), Residential Communities Initiative (RCI), Directorate of Law Enforcement (DLE), Navy Department of Public Works, California Medical Detachment (CALMED),



combined supporting engineer, maintenance, utilities, logistics.

- The RCI Office through a contract with Clarke Pinnacle manages army family housing. RCI is overseeing the demolition and redevelopment of the family housing areas being retained by the Army. Family housing areas within Fitch Park, Marshall Park, Hayes Park and portions of Stilwell Park support the Army and other DOD Services working at the POM and Naval Post Graduate School. There is a continuing requirement for 1,590 units of family housing to support the DLI school requirement.

- Morale-welfare-recreation requirement: Provides recreation facilities (e.g., youth centers, child development center, library, and recreation center) to the active and retired military population; few facilities in the area are accessible to the military.

- AFEES manages a post exchange/ commissary complex, and several food service support facilities.

c. New construction is scheduled to occur to support the continued growth of the POM and OMC. In addition, the Army is planning to execute a project to demolish and re-construct all of the family housing under the RCI project including the renovation or conversion of approximately 14 existing buildings on the OMC.

d. The following 14 buildings are expected to be renovated: 4463, 4481, 4489, 4488, 4499, 4499A, 4512A, 4512B, 4418, 4448, 4490, 4491, 4423, and 4450. These buildings range in size from 1,883 to 19,354 square feet, totaling 134,400 square feet.

4. Former Fort Ord.

a. Former Fort Ord is approximately 28,000 acres in size and consists mostly of undeveloped areas formerly used for training and open space areas (23,000 acres) and approximately 18% (5,000 acres) developed (Figure 3). Approximately 97% of former Fort Ord property will be transferred to federal, State and local jurisdictions. As of September 2003, 15,800 acres of the former Fort Ord remain under Army control in caretaker status until the property has been transferred. Pest control activities will continue as necessary to protect facilities and lands awaiting disposal.

b. There are several developed areas within former Fort Ord that are still owned by the Army. These include portions of the Main Garrison and all of East Garrison.

Most of the development on former Fort Ord is concentrated in the Main Garrison.

c. The undeveloped areas at former Fort Ord include the coastal zone and inland range areas. The coastal zone includes 4 miles of unincorporated beachfront and dunes located west of Highway 1. The coastal zone was formerly used for small arms firing activities and ammunition storage and supply points. The inland range areas consist of former infantry and artillery training areas; a former ammunition storage point; and open space bivouac areas. Most of the undeveloped open space areas are still owned by the Army and are off-limits to public use due to the presence of unexploded ordnance. However, approximately 7,200 acres of open space has been transferred to the Bureau of Land Management (BLM) and are actively used by the public for hiking, biking and horseback riding.

d. The Army has placed structures at former Fort Ord such as, utilities, and operation and maintenance systems into a caretaker status until property disposal decisions are implemented. Army Regulation defines caretaker status, as "the minimum required staffing to maintain an installation in a state of repair that maintains safety, security, and health standards." If environmental restoration/cleanup is not accelerated and completed disposal of the property may be delayed and the Army may retain segments of the lands remaining outside the OMC in long-term caretaker status.

e. Actions related to caretaker operations include:

- Land management programs, such as pest control, erosion control, tree removal,

and protection of threatened or endangered species, will continue as needed to support the reduced level of installation activity.

- All utility systems, with the exception of the storm water system have been transferred to local or regional providers. Roads, and storm drainage have been left intact and receive periodic inspection and maintenance to the extent necessary to avoid irreparable deterioration; periodic use of these systems will occur as necessary to avoid deterioration. • Unoccupied structures have been stabilized as appropriate for the anticipated

period of vacancy.

- Landscape maintenance around unoccupied structures will continue periodically as necessary to protect the structure from fire or other irreparable damage.

- Access onto the installation will be maintained to service and maintain publicly or privately owned utility or infrastructure systems.

- Public access onto the installation has increased as property has been transferred. However, public access to the open space areas of former Fort Ord back county is restricted to hiking biking and horseback riding and offroad vehicles are strictly prohibited. Also, public access to areas known or suspected to contain unexploded ordnance is prohibited.

- Installation security patrols and maintenance of security systems continue; perimeter fences and signs around the Multi-Range Area are being maintained through an agreement with the Bureau of Land Management.

- Fire department protection, structural and wild land is provided within and outside the OMC. Additionally, a fire control program is in place that includes the maintenance of perimeter and interior fuel breaks. Prescribed burning is expected to continue to reduce the threat of wildfire and clear vegetation in support of the unexploded ordnance cleanup program.

- Public access through the installation for occasional events at Laguna Seca Raceway will continue.

- Occasional public access for recreational events at the former Youth Camp located in East Garrison will continue.

D. INTEGRATED PEST MANAGEMENT (IPM).

1. Legal Mandate. Federal Agencies are mandated by Public Law (ref 1a) to use IPM. IPM is a sustainable approach to managing pests by combining biological, cultural, physical, and chemical tools in a way that minimizes economic, health, and environmental risks. The Army is committed to IPM at its facilities and installations as the best approach to control pests and reduce pesticide reliance and resistance.

2. IPM Operations. Although IPM emphasizes the use of non-chemical strategies, chemical control may be an option used in conjunction with other methods. The following Pest Control Worksheets provide IPM methods for detecting, monitoring, and controlled specific pests found throughout the installation. Labels and Material Safety Data Sheets (MSDS) for all pesticides are provided at Appendix A.

PEST CONTROL WORKSHEET #1

1. PEST: Ants

2. PROBLEM AREAS: Family Quarters and Admin. Offices

3. SURVEILLANCE: 1 January through 31 December

a. Conducted by: Building occupants, maintenance personnel and contracted pest controllers.

b. Methods: Visual observation for ant trails leading from nest.

c. Frequency: Daily by building occupants and as requested by family housing residents.

4. NON-CHEMICAL CONTROL: Sanitation including moisture control. Sealing and caulking foundation, floors, and walls where ants are entering quarters/office. Alteration of landscape if necessary. Placing food in ant-proof containers. Vacuuming.



5. CHEMICAL CONTROL: Treat with crack and crevice or perimeter power applications.

Outdoor:

Accepted common name: Tempo 20 WP EPA# 3125-396

Formulation: Solution

Rate of application: Per label instructions

Application frequency: 10-day intervals, if necessary

Application method: Power Application

Precautions: Observe label precautions

Indoor:

Accepted common name: Tempo 20 WP (420 g jar) EPA# 3125-380

Formulation: Solution

Rate of application: Per label

Application frequency: 10-day intervals, if necessary

Application method: Manual Application

Precautions: Observe label

6. REMARKS: Housing residents should attempt control using "MAXFORCE FC" Ant Bait Stations obtained from self-help before work order is requested. Surveillance and management follows the official guidelines of the University of California Statewide Integrated Pest Management Program. See <http://www.ipm.ucdavis.edu/PMG/selectnewpest.home.html>.

PEST CONTROL WORKSHEET #2

1. PEST: Spiders

2. PROBLEM AREAS: Family Quarters and Admin. Offices

3. SURVEILLANCE: 1 January through 31 December

a. Conducted by: Building occupants, maintenance personnel and contracted pest controllers.

b. Methods: Visual observation.

c. Frequency: Daily by building occupants and as requested based on complaints.

4. NON-CHEMICAL CONTROL: Sanitation including moisture control. Sealing and caulking foundation, floors, and walls where spiders enter quarters/office. Alteration of landscape if necessary. Vacuuming.

5. CHEMICAL CONTROL:

Outdoor:

Accepted common name: Tempo 20 WP EPA# 3125-396

Formulation: Solution

Rate of application: Per label instructions

Application frequency: 10-day intervals, if necessary

Application method: Power Application

Precautions: Observe label precautions

Indoor:

Accepted common name: Tempo 20 WP EPA# 3125-380

Formulation: Solution

Rate of application: Per label

Application frequency: 10-day intervals, if necessary

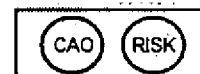
Application method: Manual Application

Precautions: Observe label

6. REMARKS: Housing residents should attempt non-chemical control before requesting work order. Surveillance and management follows the official guidelines of the University of California Statewide Integrated Pest Management Program. See <http://www.ipm.ucdavis.edu/PMG/selectnewpest.home.html>.

PEST CONTROL WORKSHEET #3

1. PEST: Fleas



2. **PROBLEM AREAS:** Family Quarters and Admin. Offices

3. **SURVEILLANCE:** 1 January through 31 December

a. **Conducted by:** Building occupants, maintenance personnel and contracted pest controllers.

b. **Methods:** Visually check pets and pet quarters. Glass of water on white towel placed on carpet (Moisture attracts fleas). White sock method (Wear knee high white socks over shoes and walk through suspected area of flea activity. Adult fleas are attracted to the surveyor and will be trapped in the fabric, and will be easily visible.

c. **Frequency:** Daily by building occupants or based on complaints.

4. **NON-CHEMICAL CONTROL:** Vacuum pet quarters and favorite areas frequently. Wash infested bedding or remove. Clean and inspect pets for fleas often. Treat animals and premises at the same time. Veterinarians perform treatment of animals.

5. **CHEMICAL CONTROL:**

Outdoor:

Accepted common name: Tempo 20 WP EPA# 3125-396

Formulation: Solution

Rate of application: Per label instructions

Application frequency: 10-day intervals, if necessary

Application method: Power Application

Precautions: Observe label precautions

Indoor:

Accepted common name: Tempo 20 WP EPA# 3125-380

Formulation: Solution

Rate of application: Per label

Application frequency: 10-day intervals, if necessary

Application method: Manual Application

Precautions: Observe label

Accepted common name: Precor IGR EPA# 2724-352-50809

Formulation: Solution

Rate of application: Per label

Application frequency: 10-day intervals, if necessary

Application method: Manual Application

Precautions: Observe label

Accepted common name: ULD BP-300 EPA# 11540-1

Formulation: Space Spray

Rate of application: Per label

Application frequency: Observe label

Application method: ULD (Power Application)

Precautions: Observe label

6. **REMARKS:** Housing residents should ensure pets are treated by a veterinarian.

Residents should also ensure trashcans are secured and pet food and water removed each night to prevent attraction of wild animals that may introduce fleas. Surveillance and management follows the official guidelines of the University of California Statewide Integrated Pest Management Program. See

<http://www.ipm.ucdavis.edu/PMG/selectnewpest.home.html>.

PEST CONTROL WORKSHEET #4

1. **PEST:** Cockroaches

2. **PROBLEM AREAS:** Food Service Facilities and Family Quarters

3. **SURVEILLANCE:** 1 January through 31 December

a. **Conducted by:** Building occupants, maintenance personnel and contracted pest controllers.

b. **Methods:** Visual observation at night with flashlight and use of sticky traps. Use of flushing agent by pest controllers.



c. Frequency: Daily by building occupants, Facility Managers and based on complaints.

4. **NON-CHEMICAL CONTROL:** Sanitation including moisture control. Use of sticky traps removes small numbers of cockroaches and also provides surveillance information that can identify problems before infestation occurs. Sticky traps are placed in kitchens and bathrooms when minor infestations of cockroaches occur. Cockroach harborage is eliminated by caulking (or filling with other materials) minor cracks, crevices, holes in walls and floors, or other areas where the structure has provided small openings that could be used by cockroaches.

5. **CHEMICAL CONTROL:**

Indoor:

Accepted common name: Tempo 20 WP EPA# 3125-380

Formulation: Solution

Rate of application: Per label

Application frequency: 10-day intervals, if necessary

Application method: Manual Application

Precautions: Observe label

Accepted common name: BORID EPA# 9444-129

Formulation: Dust

Rate of application: Per label

Application frequency: Per label

Application method: Manual Application

Precautions: Observe label

Accepted common name: Gentrol EPA# 2724-351

Formulation: Solution

Rate of application: Per label

Application frequency: Per label

Application method: Manual Application

Precautions: Observe label

Accepted common name: ULD BP-300 EPA# 11540-1

Formulation: Space Spray

Rate of application: Per label

Application frequency: Observe label

Application method: ULD (Power Application)

Precautions: Observe label

Accepted common name: MAXFORCE FC EPA# 64248-14

Formulation: Bait

Rate of application: Per label

Application frequency: Per label

Application method: Manual Application

Precautions: Observe label

6. **CONTROL STANDARD:** Less than five cockroaches found during surveillance.

7. **REMARKS:** Housing residents should attempt control using bait stations obtained from the family housing self-help store before requesting work order. Surveillance and management follows the official guidelines of the University of California Statewide Integrated Pest Management Program. See

<http://www.ipm.ucdavis.edu/PMG/selectnewpest.home.html>.

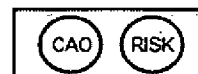
PEST CONTROL WORKSHEET #5

1. **PEST:** Flies

2. **PROBLEM AREAS:** Food Service Facilities, Family Quarters and Admin. Offices

3. **SURVEILLANCE:** 1 January through 31 December

a. Conducted by: Building occupants, maintenance personnel and contracted pest controllers.



b. Methods: Visual observation and sticky flypaper. Search for larvae in animal latrines, dumpsters or nearby garbage cans.

c. Frequency: Daily by building occupants and as requested by complaints.

4. **NON-CHEMICAL CONTROL:** Sanitation including tight fitting lids on garbage dumpsters and cans and garbage collection at an appropriate frequency. Steam cleaning dumpsters and garbage cans as necessary. Screens with a minimum mesh size of 12. Use of flypaper or fly traps, which can also provide useful surveillance information. Do not allow feeding of feral cats or wildlife since these animals and their waste attract flies and fleas.

5. CHEMICAL CONTROL:

Outdoor:

Accepted common name: Tempo 20 WP EPA #3125-396

Formulation: Solution

Rate of application: Per label instructions

Application frequency: 10-day intervals, if necessary

Application method: Power Application

Precautions: Observe label precautions

Accepted common name: Tempo Ultra WP EPA #3125-390

Formulation: Solution

Rate of application: Per label instructions

Application frequency: Per label instructions

Application method: Power Application

Precautions: Observe label precautions

Accepted common name: Sevin SL EPA# 264-335

Formulation: Solution

Rate of application: Per label instructions

Application frequency: Per label instructions

Application method: Power Application

Precautions: Observe label precautions

Accepted common name: BORID EPA# 9444-129

Formulation: Dust

Rate of application: Per label

Application frequency: Per label

Application method: Manual Application

Precautions: Observe label

Accepted common name: MUSCA-CIDE EPA# 270-255

Formulation: Bait

Rate of application: Per label

Application frequency: As Necessary

Application method: Manual Application

Precautions: Observe label

6. **REMARKS:** Housing residents should attempt non-chemical control such as screening windows (exclusion) and play paper before requesting work order.

Surveillance and management follows the official guidelines of the University of California Statewide Integrated Pest Management Program. See

<http://www.ipm.ucdavis.edu/PMG/selectnewpest.home.html>.

PEST CONTROL WORKSHEET #6

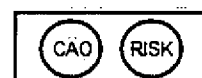
1. **PEST:** Mice

2. **PROBLEM AREAS:** Food Service Facilities, Family Quarters and Admin. Offices

3. **SURVEILLANCE:** 1 January through 31 December

a. Conducted by: Building occupants, maintenance personnel and contracted pest controllers.

b. Methods: Visual observation for droppings, rub marks, and use of snap and/or



sticky traps.

c. Frequency: Daily by building occupants and as requested based on complaints.

4. **NON-CHEMICAL CONTROL:** Sanitation is the most effective control method.

Remove the biological needs for food, water and shelter. Rodent proof buildings by sealing and caulking foundation, floors, and walls where rodents enter. Openings that are greater than 1/4-inch should be eliminated. Particular attention is given to doors that do not close and areas on the outside of the buildings where pipes and other utilities enter the building. Sticky glue boards are often used to capture mice when an infestation is found in offices.

5. **CONTROL STANDARD:** No product or building damage from mice. Significant reduction in the number of mouse droppings should be seen around bait stations within 30 days following bait placement.

6. **REMARKS:** Housing residents should attempt non-chemical control such as use of snap traps or sticky traps before requesting work order. Pesticides are considered the last option in controlling mice. As long as entry points into buildings exist, then trapping or baiting may be the only alternative for control. Surveillance and management follows the official guidelines of the University of California Statewide Integrated Pest Management Program. See <http://www.ipm.ucdavis.edu/PMG/selectnewpest.home.html>.

X

PEST CONTROL WORKSHEET #7

1. **PEST:** Moles and Gophers

2. **PROBLEM AREAS:** Family Quarters and Admin. Offices

3. **SURVEILLANCE:** 1 January through 31 December

a. Conducted by: Building occupants, maintenance personnel and pest controllers.

b. Methods: Visual observation.

c. Frequency: Daily by building occupants and based on complaints.

4. **NON-CHEMICAL CONTROL:** Use of mechanical harpoon traps in subsurface tunnels.

5. **CHEMICAL CONTROL:**

Outdoor:

Accepted name: Gopher Getter Type 2 EPA#36029-CA-01&36029- 50003-AAA

Formulation: Bait

Rate of application: Per label instructions

Application frequency: Per label instructions

Application method: Manual Application

Precautions: Observe label precautions

Accepted common name: Mole-Med EPA#64439-1

Formulation: Bait

Rate of application: Per label instructions

Application frequency: Per label instructions

Application method: Manual Application

Precautions: Observe label precautions

6. **REMARKS:** Housing residents can sign out traps from Self-Help if available.

PEST CONTROL WORKSHEET #8

1. **PEST:** Feral Cats, Raccoons and Other Large Vertebrates

2. **PROBLEM AREAS:** Family Quarters and Admin. Offices

3. **SURVEILLANCE:** 1 January through 31 December

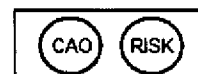
a. Conducted by: Maintenance personnel and contracted pest controllers.

b. Methods: Visual observations.

c. Frequency: As requested based on complaints.

4. **NON-CHEMICAL CONTROL:** Sanitation including removal of food and water sources. Sealing foundation or crawl space entry points where animals enter buildings.

Ensure trashcans are secured. Pest control contractor provides trapping service if pest is



causing damage to property or threatening human health. Trapped animals such as feral cats and raccoons should be dispatched. Relocation of animals is not authorized.

5. **COORDINATION WITH STATE, LOCAL OR OTHER AGENCIES:** Monterey County SPCA should be contacted before an animal is trapped to ensure there is room at the facility. California Department of Fish and Game does not authorize the trapping or relocation of wildlife such as bobcats or mountain lions. Contact DENR if there are any questions related to trapping policies.

6. **REMARKS:** Housing residents should not attempt to trap animals. Surveillance and management follows the official guidelines of the University of California Statewide Integrated Pest Management Program. See <http://www.ipm.ucdavis.edu/PMG/selectnewpest.home.html>.

PEST CONTROL WORKSHEET #9

CATEGORY: Venomous Stinging

1. **PEST:** Bees and Wasps

2. **PROBLEM AREAS:** Family quarter, post buildings and grounds

3. **SURVEILLANCE:** April through October

a. **Conducted by:** Building occupants, maintenance personnel and pest controllers.

b. **Methods:** Visual observation.

c. **Frequency:** Based on complaints.

4. **NON-CHEMICAL CONTROL:** Removal, sealing and caulking, trapping, education

5. **CHEMICAL CONTROL:**

Accepted common name: Wasp & Hornet Jet Freeze EPA# 499-362

Formulation: Aerosol

Use percentage:

Rate of application: Per label instructions

Application frequency: Per label instructions

Application method: Aerosol can

Precautions: Observe label precautions

Accepted common name: Sevin SL EPA# 264-335

Formulation: Solution

Rate of application: Per label instructions

Application frequency: Per label instructions

Application method: Power Application

Precautions: Observe label precautions

Accepted common name: BORID EPA# 9444-129

Formulation: Dust

Rate of application: Per label

Application frequency: Per label

Application method: Manual Application

Precautions: Observe label

6. **REMARKS:** Wasp spray recommended for protection at OMC sites. Surveillance and management follows the official guidelines of the University of California Statewide Integrated Pest Management Program. See

<http://www.ipm.ucdavis.edu/PMG/selectnewpest.home.html>.

PEST CONTROL WORKSHEET #10

1. **PEST:** Snakes

2. **PROBLEM AREAS:** Post housing, offices, other administrative areas

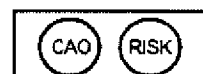
3. **EXPECTED TIME OR SEASONAL**

PERIOD OF OCCURENCE: 1 May through 31 October

4. **NON-CHEMICAL CONTROL:** Physical Removal

5. **ESTIMATED TIME REQUIRED:** Average of 1 hour

6. **REMARKS:** Removal of snakes based on customer complaints/request. Snakes are taken into habitat areas designated by the DENR. Surveillance and management follows



the official guidelines of the University of California Statewide Integrated Pest Management Program. See <http://www.ipm.ucdavis.edu/PMG/selectnewpest.home.html>.

PEST CONTROL WORKSHEET #11

CATEGORY: Nuisance Biter (Disease Vector)

1. **PEST:** Adult Mosquitoes
2. **PROBLEM AREAS:** POM / OMC does not have a history of mosquito problems due to the lack of surface water and strong on-shore winds.
3. **SURVEILLANCE:** April through October
 - a. **Conducted by:** Contracted pest controllers or Salinas Valley Mosquito Abatement District.
 - b. **Methods:** Visual observation of adults and larvae in fresh water.
 - c. **Frequency:** Surveillance occurs based on complaints.
4. **NON-CHEMICAL CONTROL:** Education of residents to eliminate sources of standing water (pet food dishes, bird baths, old tires), introduction of biological control agents such as mosquito fish (Coordinate with DENR prior to introductions due to presence of threatened and endangered species), promote long sleeve shirts and use of insect repellent containing DEET when outdoor activities are planned in early mornings and evenings.

5. REPELLENTS:

Accepted common name: DEET Permethrin
 Formulation: Liquid or Lotion Aerosol
 Use percentage: 14% to 95% Per label
 Rate of application: Per label instructions Per label
 Application frequency: Per label instructions Per label
 Application method: Apply to skin To BDU/clothing
 Precautions: Observe label Observe label

6. CHEMICAL CONTROL:

Accepted common name: Permethrin 10% EC Malathion
 Formulation: EC Concentrate
 Use percentage: 0.5% 91%
 Rate of application: Per label instructions 3 oz/acre
 Application frequency: Per label instructions Per label
 Application method: Power/hand sprayer ULV fogger
 Precautions: Observe label Observe label

Accepted common name: Malathion 57% Scourge, resmethrin

Formulation EC ULV

Use percentage: 0.02% 18%
 Rate of application: 10 gal/acre Per label
 Application frequency: Per label instructions Per label
 Application method: Buffalo Turbine LECO ULV fogger
 Precautions: Observe label precautions Observe label

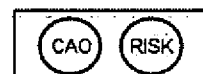
7. COORDINATION WITH STATE, LOCAL OR OTHER AGENCIES: DENR will handle coordination with the Monterey County Health Department, Salinas Valley Mosquito Abatement District, California Department of Fish and Game and the U.S. Fish and Wildlife Service as necessary.

8. REMARKS: Follow Label. In addition, see the West Nile Virus Surveillance and Monitoring Plan for other measures. Surveillance and management follows the official guidelines of the University of California Statewide Integrated Pest Management Program. See <http://www.ipm.ucdavis.edu/PMG/selectnewpest.home.html>.

PEST CONTROL WORKSHEET #12

CATEGORY: Structural Pest

1. **PEST:** Wood-Decaying Fungi
2. **PROBLEM AREAS:** Family housing and other wood structures



3. EXPECTED TIME OR SEASONAL

PERIOD OF OCCURENCE: Active year round.

4. NON-CHEMICAL CONTROL: Habitat modification, surveillance, eliminate moisture problems and provide adequate ventilation in crawl spaces.

5. CHEMICAL CONTROL:

Accepted common name: Tim-Bor Bora-Care

Formulation: WP EC

Use percentage: 1.0% 1.0%

Rate of application: Per label instructions Per label

Application frequency: Per label instructions Per label

Application method: Hand sprayer Hand sprayer

Precautions: Observe label precautions Observe label

Accepted common name: Impel Rods, Borate

Formulation: Ready-to-use

Use percentage: 30.0%

Rate of application: Per label instructions

Application frequency: Per label instructions

Application method: Insert into drilled hole

Precautions: Observe label precautions

6. COORDINATION WITH STATE, LOCAL OR OTHER AGENCIES: Coordinate with DENR prior to treatment of Historical District structures.

7. REMARKS: Fungicide treatment is only applied on an as needed basis. Treatment can be applied as a preventive measure in sites that are considered high risk. Surveillance and management follows the official guidelines of the University of California Statewide Integrated Pest Management Program. See

<http://www.ipm.ucdavis.edu/PMG/selectnewpest.home.html>.

PEST CONTROL WORKSHEET #13

CATEGORY: Structural Pest

1. PEST: Termites

2. PROBLEM AREAS: Wooden Structures in Family Housing and Administrative Areas

3. SURVEILLANCE.

a. Conducted by: Contract pest controllers.

b. Methods: Visual observation for termites, damage and frass.

c. Frequency: Annually or as needed, usually in the fall or winter.

4. PEST MANAGEMENT TECHNIQUES.

a. Chemical treatment when: Termites are present.

b. Method and Location: Hand or power sprayer. Chemical is applied in accordance with label directions.

c. Conducted by: Contract pest controllers.

d. Pesticide: Termidor (EPA Reg. No. 432-900)

5. COORDINATION WITH STATE, LOCAL OR OTHER AGENCIES: Coordinate with DENR prior to treatment of Historical District structures.

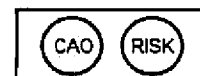
6. REMARKS: Treatment is only scheduled if surveillance identifies an infestation. However, treatment can be applied as a preventive measure in sites that are considered high risk. Treatment must be coordinated with DENR and DPW. Surveillance and management follows the official guidelines of the University of California Statewide Integrated Pest Management Program. See

<http://www.ipm.ucdavis.edu/PMG/selectnewpest.home.html>.

PEST CONTROL WORKSHEET #14

1. PEST: Pigeons.

2. PROBLEM AREAS: Administrative Areas, Food Service Facilities, Troop Medical Clinic.



3. SURVEILLANCE.

- a. Conducted by: Building occupants and contract pest controllers.
- b. Methods: Individual complaints and visual observations.
- c. Frequency: On-going during normal installation activities. The contract pest controllers will evaluate the problem during a service call.

4. PEST MANAGEMENT TECHNIQUES.

- a. Non-chemical. Screen out building openings, when practical, to exclude pigeons. Install landing barriers along outside walls as necessary.
- b. Repellants. Hotfoot Bird Repellent EPA# 55943-1
- c. Chemical control only when infestations pose human health threat remains after non-chemical practices fail. Baiting with grain-based pesticide product. Prebaiting is done with untreated grain for three days prior to introducing the Avitrol bait in order to maximize the number of birds that will subsequently feed on the chemical treated grain.
- d. Conducted by: Contracted pest controllers.

5. COORDINATION WITH STATE, LOCAL OR OTHER AGENCIES: Coordinate with DENR prior to treatment with bait or physical changes of Historical District structures.

6. REMARKS: Chemical control using bait has the potential to affect non-target animals and needs to be coordinated with DENR prior to use. Avitrol is a restricted use product. Surveillance and management follows the official guidelines of the University of California Statewide Integrated Pest Management Program. See <http://www.ipm.ucdavis.edu/PMG/selectnewpest.home.html>.

PEST CONTROL WORKSHEET #15

CATEGORY: Weed Control for Security

- 1. PEST: Weeds along fences
- 2. PROBLEM AREAS: Installation-Wide
- 3. EXPECTED TIME OR SEASONAL PERIOD OF OCCURENCE: 1 March through 31 September
- 4. NON-CHEMICAL CONTROL: Manual removal
- 5. CHEMICAL CONTROL: Pest Control Contractor

Accepted common name: Roundup

Formulation: Liquid

Use percentage: 2%

Rate of application: Per label instructions

Application frequency: Per label instructions

Application method: Hand or power sprayer

Precautions: Observe label precautions

Accepted common name: Roundup PRODry EPA#524-505

Formulation: Solution

Use percentage: 6.4%

Rate of application: Per label instructions

Application frequency: Per label instructions

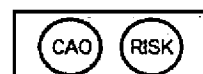
Application method: Hand or power sprayer

Precautions: Observe label precautions

6. COORDINATION WITH STATE, LOCAL OR OTHER AGENCIES: Coordinate with DENR prior to treating open space areas since threatened or endangered species may be affected.

7. REMARKS: Only State Certified Applicators are authorized to apply herbicides. Surveillance and management follows the official guidelines of the University of California Statewide Integrated Pest Management Program. See <http://www.ipm.ucdavis.edu/PMG/selectnewpest.home.html>.

PEST CONTROL WORKSHEET #16



CATEGORY: Selective Weed Control

1. **PEST:** Crabgrass/Coarse Grasses in Turf and Pampas Grass in Habitat Areas

2. **PROBLEM AREAS:** Soldier Field and Fort Ord Habitat Reserve Areas

3. **EXPECTED TIME OR SEASONAL**

PERIOD OF OCCURENCE: 1 March through 31 September

4. **NON-CHEMICAL CONTROL:** Manual removal, turf management

5. **CHEMICAL CONTROL:**

Accepted common name: Gordon's Trimec Turf EPA#2217-517

Formulation: Liquid

Use percentage: Per label instructions

Rate of application: Per label instructions

Application frequency: Per label instructions

Application method: Hand or power sprayer

Precautions: Observe label precautions

Accepted common name: Fusilade Reg. No. 100-1070-AA

Formulation: Liquid

Use percentage: Per label instructions

Rate of application: Per label instructions

Application frequency: Per label instructions

Application method: Hand or power sprayer

Precautions: Observe label precautions

6. **COORDINATION WITH STATE, LOCAL OR OTHER AGENCIES:** Notify DENR

PMC prior to applications on Soldier Field.

7. **REMARKS:** Soldier Field must be posted following treatment until dry and in accordance with label requirements. Coordinate with DENR prior to the use of granules.

Surveillance and management follows the official guidelines of the University of California Statewide Integrated Pest Management Program. See

<http://www.ipm.ucdavis.edu/PMG/selectnewpest.home.html>.

E. COMMON PEST PROBLEMS.

1. Family Housing Areas.

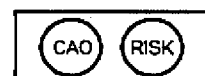
a. Household and nuisance pests including ants, spiders, fleas and mice are the most common pests found in the family housing areas. Vertebrate pests including California ground squirrels and Botta's pocket gophers can also be major pests in the landscaped areas because they remove and destroy vegetation and can serve as a host to ticks that transmit Lyme disease. These rodents also create dirt mounds and burrow systems that pose physical hazards to people and landscaping equipment.

b. Surveillance for invertebrate pests in landscaped areas is conducted periodically, and approved chemicals are used to control these pests based on the surveillance and service requests. Rodent populations can be controlled by mechanical methods such as traps but for large problems anticoagulants such as Chlorophacinone may also be used to control pocket gophers. Other pests such as ground squirrels, skunks and raccoons also occur within the housing areas but are not as common of problem. These pests have the potential to occur in or around any of the buildings on the installation. Skunks and raccoons can be discouraged from inhabiting housing areas by eliminating food and shelter sources. This is done through education. A "Wildlife Alert" is provided to installation residents on an as needed basis.

c. The following steps are recommended when addressing pest problems in Army Family Housing Units:

- When a pest problem is first noted, the unit occupant will make three (3) attempts to resolve the problem utilizing pest control materials available from Self-Help (Building 4518). If the problem persists:

- DPW will be contacted to examine the structure for physical defects which could lead to pest infestations, which include but are not limited to openings



around windows, doors, pipes and electrical conduits, as well as leaking water supply lines and drains. These conditions will be rectified before additional control measures are undertaken. If the problem persists:

- Services of a pest control contractor will be requested. The contractor shall first perform surveillance to:

1. Ascertain the magnitude of the problem
2. Check the mechanical exclusion measures
3. Examine the general sanitation level of the facility

- Results of surveillance shall be reported as part of the pest control invoice.

Deficiencies in mechanical exclusion and sanitation shall be corrected before additional control measures are undertaken.

- If mechanical and sanitation conditions are adequate, pest control measures may be undertaken using the following ranked from most to least preferred:

1. Mechanical (i.e. glue boards, traps, etc.)
2. Baits and gels
3. Spot treatments
4. Crack and crevice treatments

5. Broad spectrum, large area applications

d. Application of pesticides can only be done using a DOD or State Certified Applicator. Within each category, the lowest toxicity chemical approved for use on Army property that achieves control shall be utilized.

e. All actions performed by the pest control contractor shall be reported monthly to the DPW QAE and IPMC using the IPMIS software.

2. Food Service Facilities.

a. Food handling areas include Dining Facilities (FACS), food storage areas, and food service and sales areas such as commissaries, package stores, post exchanges, and the club system. The following are IPM methods to be used at all areas used in connection with food preparation, serving, dining, storage and disposal and includes docks, dumpsters, and refuse areas. Active food handling areas are to be monitored monthly and treated only when the threshold of 5 cockroaches is reached via monitoring. The monthly service includes a discussion with the facility manager to identify problem areas, inspection for pests, and control procedures, if necessary.

b. Dining facilities and food preparation areas are two types of facilities that the DoD has designated sensitive areas with respect to pest control operations. The DoD Armed Forces Pest Management Board issued general guidelines with specific clarification described in this PMP. General program requirements mandate control by the least toxic means available with a constant effort toward reducing the amounts of pesticide used.

c. Activities specifically prohibited by DoD and Army regulations include but are not limited to:

- Preventative sprays and scheduled treatments (except for replenishment of bait stations or traps).
- Broad-spectrum applications while facilities are active and occupied.
- Treatment of food preparation surfaces with chemical pesticides.

A more extensive listing of prohibited activities is available in DoD Instruction 4150.7, Army Regulation 200-5, and by contacting the AEC PMC.

d. Generalized procedures for pest management in dining and food preparation areas are as follows:

- Monthly surveillance and replenishing of baits and/or traps. (These are becoming the preferred methods for pest control in dining facilities).
- If facility manager notices a pest problem, a work order is called in.
- CALMED inspects facility quarterly to identify compliance with sanitation and mechanical exclusion standards before chemical application is allowed.



- If additional mechanical exclusion is needed, Directorate of Public Works personnel are notified.
- If sanitation is sub-standard, the facility manager is informed that the problem must be rectified before chemical application can take place.
- Facility is then re-inspected by Preventative Medicine or QAE and cleared for a chemical application.
- The pest control contractor is the installation's front line of defense and his regular surveillance is viewed as the most important pest management function. DoD program objectives involve achieving pest control with the **least possible** application of low toxicity chemical pesticides and the use of mechanical or cultural control methods whenever possible.
- Mechanical control measures must be approved by the PMC. Chemical control must be included in the annual pesticide use proposal that is submitted to AEC for approval.

All the above detailed activities shall be reported on a regular basis to the PMC. The reporting interval shall be determined by the PMC, but under no circumstances shall the reporting interval exceed quarterly.

e. Surveillance for nuisance pests should be conducted daily by food handling personnel in the food handling facilities. Surveillance and pest control activities for food service, storage, and handling facilities are conducted in accordance with the SOP at Appendix B.

f. Surveillance for cliff swallows occurs periodically in the spring around the outside of buildings. Cliff swallows are discouraged from building nests on structures by removing sources of water used in making the mud nests and/or the removal of partially built nests or removal of nests after the young have fledged and left the nests. Removal of nests during the reproductive period of the swallows is a violation of the Migratory Bird Treaty Act. Complaints regarding swallows should be coordinated with the DENR prior to removing nests.

g. The following are food service facilities located on the POM and OMC:

POM

- 212 (Russian Snack Bar)
- 221 (Edge)
- 230 (Shoppette)
- 517 (Tin Barn Snack Bar)
- 566 (Child Development Center)
- 627 + 627A (Combs Dining Hall and Kiosk)
- 838 (Belas Hall DFAC)

Ord Military Community

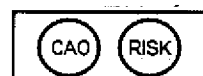
- 4235 (Ord Café, Commissary)
- 4260 (General Stilwell Community Center)
- 4283 (Youth Center)
- 4405 (Burger King)
- 7693 (Child Development Center, Monterey Road)

3. Daycare Facilities.

a. There are two daycare facilities located on the Ord Military Community Center. These are the Child Development Center in Building 7693 and the Porter Youth Center at Building 4283. Common pest problems at these facilities are gophers and ground squirrels just outside the playgrounds and ants within the food preparation areas.

b. Control of the gophers and ground squirrels has occurred on weekends when children are not present. Contracted pest controllers use "Gopher Getter Wilco Type 2" and only outside areas used by the children.

c. Pest control activities within the food handling areas are done using "Tempo 20



WP* EPA# 3125-380.

4. Administrative Buildings.

a. Common pest problems at offices and administrative buildings are similar to the pest problems encountered in the family housing areas (ants, spiders, fleas and mice). Work orders to address the pest complaint are submitted to DPW. DPW then contacts a pest control contractor to respond to the location to conduct surveillance and control as necessary.

5. Other Pest Problems.

a. Control of Undesirable Plants. In developed areas, weeds around buildings; along fence-lines; and along roadsides and paved surfaces, such as parking lots and sidewalks require control using appropriate methods such as mechanical and chemical control. In housing areas, plant control activities are conducted primarily by residents or grounds maintenance contractors. Most of the weed control is done using mowers or weed-eaters. State-Certified pest control contractors using "Roundup Pro" EPA # 524-475 do chemical control of weeds along roadsides and sidewalks.

b. Coordination with the DENR natural resources staff is required if plant control is proposed in undeveloped habitat areas due to the presence of federal and State listed species.

6. Termites.

a. Dry wood termites are the most important structural pests that can occur in wooden buildings on the installation. These insects occur frequently on the installation and are capable of causing severe damage especially to the historical wooden structures located on the POM. Monitoring for these pests is conducted periodically along foundations and within the attacks and crawl spaces of wooden structures. If termite activity is discovered; the extent of infestation is assessed by a certified pest control applicator. If damage or infestation is discovered repairs should be coordinated with the Installation Cultural and Historical Resource Specialist and a local contractor specializing in termite eradication should be consulted to determine the method of control. To reduce the potential for termite infestations, termite structural barriers and metal screening should be considered during the design of all new buildings to prevent termites from becoming established.

7. Control of Structural Pests in Historic Buildings

a. The use of any method, including chemicals to control structural pests in historic buildings, requires consultation with DENR cultural resources staff. The use of chemicals to control termites or other pests may also require consultation with the California State Historic Preservation Officer (SHPO) to determine whether an adverse effect on the building could be caused by pest management activities.

8. Bees, Hornets, and Wasps.

a. These become pests when they nest in the eaves of buildings or in the ground near offices or walkways and are considered a minor problem. These insects can produce painful stings and cause allergic reactions in some people.

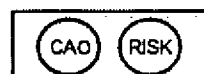
b. Monitoring for wasp, hornet, and bee nests occurs periodically in conjunction with other pest management activities; service requests will be considered a top priority.

c. Wasp, hornets, and bee nests located in areas of human use will be sprayed with an approved pesticide and then removed from the area. Bee nests may be removed by a beekeeper or sprayed with an approved pesticide if a beekeeper is unavailable.

Measures to prevent re-colonization of established bee, wasp, or hornet nest sites may include boarding, screening, or caulking areas of use.

d. Africanized bee populations are spreading yearly but have not reached Monterey County. Because of their aggressive nature, control of these bees should be handled by the fire department. Fire department personnel will be trained and equipped to respond.

9. Rattlesnakes.



a. Rattlesnakes are the only venomous snake that is known to occur on the OMC. These reptiles are infrequently encountered on the installation; however, because of the serious health risk produced by the venomous bite of these snakes, they are considered an emergency and require an immediate response by a contracted pest control contractor. The animal control contractor shall remove the rattlesnake(s) from human activity areas and release them unharmed in a designated uninhabited area.

b. Several species of non-venomous snakes also occur on the installation and may produce painful bites. These non-venomous snakes are to be removed from human activity areas unharmed and released to areas designated by DENR wildlife staff.

10. Pests that Damage or Destroy Stored Products

a. Pests that damage or destroy products include various insects, mice, and rats. Food storage areas include dining facilities, mess halls, the club systems, post exchanges, and commissaries. Infestations of stored food products on the installation have occurred infrequently because of proper sanitation, routine surveillance, and the prompt disposal of any food found to be contaminated. Therefore, this area of pest management represents a minor problem on the installation.

11. Pests that Damage or Destroy Beneficial Plants

a. Planted trees, shrubs, and lawns occur around buildings and housing throughout the installation. Various invertebrates, including aphids, garden snails, spider mites, and oak moths, have historically been pests in these landscape areas. The most common ornamental pest is the oak moth. The moth larvae, a small inchworm, is known to defoliate coast live oak trees at the peak of its reproductive cycle. Although this pest can be controlled using *Bacillus Thuringiensis*, the pest is usually allowed to complete its lifecycle since the tree is able to survive defoliation. The oak moth seems to peak every 7 years but the trees are adapted to the pest. Use of Bt is used only when aesthetics outweighs the cost of control.

F. POM/OMC West Nile Virus (WNV) Plan

1. **PURPOSE.** To provide technical guidance for conducting WNV surveillance for mosquitoes and dead birds at POM, California.

2. REFERENCES:

a. MCHB-AW-ESD, Guidelines for Mosquito Surveillance for West Nile Virus Surveillance, Prevention and Control, CY 2002, 24 June 2002.

b. MCVS, VETCOM Guidance, West Nile Virus (WNV), 1 Oct. 2001.

3. RESPONSIBILITIES.

a. Mr. William Collins is currently coordinating the West Nile Virus Program at the Presidio of Monterey. The WNV program manager provides primary oversight on all WNV related activities, including the surveillance, prevention, and control measures to reduce the risk of installation personnel being affected by WNV. Other duties include coordinating with the California Medical Detachment or other U.S. Army Preventive Medicine activities. Developing liaisons with State, County, and local Public Health or Environmental Health agencies is also a necessary aspect of this position.

b. Installation Public Affairs Officer serves as the Commander's primary liaison for providing the local military community information regarding appropriate prevention strategies to reduce the health risks associated with WNV.

c. The Directorate of Public Works is responsible for assisting the WNV Program Manager in the implementation of this program. These responsibilities typically involve conducting mosquito vector-borne disease surveillance to identify and monitor mosquito breeding sites and collecting mosquitoes for identification and testing. Other duties include, but are not limited to, requesting and maintaining the serviceability of the appropriate surveillance equipment and supplies required to conduct an effective WNV program.

d. The Installation Veterinary Services will be responsible for dead bird surveillance



at the installation. This typically includes identification, storage, packaging, and shipping of dead birds or other potential animal specimens for WNV testing.

e. All installation personnel should be informed on what to do when dying or dead birds are found. It is also important to know how to recognize and reduce artificial mosquito breeding habitats around their homes and work sites. A system should be in place to report and pick up dead birds for transport to the Veterinary Clinic.

4. POINTS OF CONTACT.

USACHPPM-West, Bill Irwin: (253) 966-0083

Army Environmental Center, Dr. Bennet (410) 436-1565

Monterey County Environmental Health Dept., Jim Finney (831) 647-7654

California Department of Health Services, Al Hom (510) 540-2356

Western Regional Medical Care, Dr. Cook

Installation Vet. Services, Dr. Jordan (831) 242-7718

Troop Medical Care, Col. Bussell

CMD, Rick Michael (831) 242-7585

DENR, Bill Collins (831) 242-7920

DPW, Wes Hodson (831) 242-6317

North Salinas Valley Mosquito Abatement District, Pete Ghorrmley (831) 422-6438

Regional Veterinary Center, Lamoore NAS, CPT Steven Carroll (559) 998-2486

5. MOSQUITO SURVEILLANCE PROCEDURES. Mosquito surveillance will begin once mosquito complaints are received or indications of WNV become evident (i.e., dead birds). Ideally, surveillance begins around the first week of April and lasts through the end of October (or the first frost, whichever occurs first). Mosquitoes have not presented a problem at POM within the last decade; however, surveillance will occur if mosquito complaints are received.

a. Surveillance will focus primarily on monitoring *Culex spp.* of mosquitoes. This specific genus of mosquitoes serves as an excellent sentinel for WNV activity. While not all mosquitoes are tested for WNV, all mosquitoes collected and sent to CHPPM-W will be identified to species for the installation. Gravid traps are the primary surveillance tools for collecting *Culex spp.* mosquitoes. These traps are selective for female

Roles and

Responsibilities

Directorate POC Technical Guidance

WNV Program Manager DENR / Pest Management Coordinator

Bill Collins USACHPPM-West Army Environmental Center California Department of Health Services

Monterey County Environmental Health Dept. Patient Care Troop Medical Clinic/CALMED Dr. Bussell,

Rick Micheal Western Regional Medical Care-PM Monterey County Public Health Bird and Horse Surveillance

Installation Vet. Services Dr. Jordan, CPT Carroll, POM Annex Veterinary Clinic Lemoore Naval Air Station,

Western Regional Vet. Center Mosquito Surveillance DENR/DPW: Complaints Public Outreach RCI Bill Collins,

Wes Hodson, Pat Kelly, Pete Ghorrmley, USACHPPM-West, CMD Pest Control Contracts through USN and DPW,

North Salinas Valley Mosquito Abatement District Mosquito Control DPW, RCI Contracts Wes Hodson, Pat Kelly,

USACHPPM-West California Medical Detachment Pest Control Contracts through DPW mosquitoes that have

already received a blood meal and are seeking locations to lay their eggs. Therefore, mosquitoes collected in

gravid traps will be given priority for WNV testing.

b. Larval surveillance is another important tool for identifying mosquitoes when other collection methods are impractical. Larvae are usually collected at breeding sites using a dipper. POM personnel using a simple mosquito breeder can rear these immature mosquitoes. After mosquito pupae emerge as adults they can be processed and shipped to CHPPM-W for identification. Specimens reared from larvae or pupae will not be tested for WNV because they did not have a chance to acquire the virus through a bloodmeal.

c. The table posted below identifies two potential sites for mosquito collections at POM and OMC. Traps should be set up two to three nights per week following receipt of mosquito complaints during the mosquito-breeding season. Retrieving mosquitoes on the



next morning at each site (one trap night) and maintaining accurate records is essential.

Trap # Site Name/Location Type of Trap Habitat

1 Fitch Park Family Housing Area Gravid Edge of Coast Live Oak Woodland near City of Seaside's Golf Course irrigation reservoir 2 Wash Rack and Oil Water Separators at DOL and TMP Gravid Concrete catch basins

6. MOSQUITO PROCESSING PROCEDURES.

- a. Kill mosquitoes by placing trap nets with their contents into the freezer for NLT 20 minutes.
- b. Empty the insects of an individual collection site onto a chill table (or pan over crushed ice). Discard the obvious non-mosquito species.
- c. Count the suspected mosquito specimens from each trap and record the numbers along with other required collection data. If mosquitoes cannot be identified to species just note the number of male and female mosquitoes for each collection.
- d. The following information should be recorded for each trap and enclosed with each shipment:

6. MOSQUITO SHIPPING PROCEDURES

7. MOSQUITO SHIPPING PROCEDURES.

- a. Place mosquitoes from each trap (one trap night) into individual shipping dishes (clear petri dishes).
- b. Carefully pack the specimens with tissue paper to reduce damage during transportation. Insert several individual mosquitoes between a few of the numerous layers of tissue paper to cushion the specimens (twenty to thirty mosquitoes per container). Use more than one container if needed for each trap. Just remember to label them accordingly and secure the lid of each container using scotch tape.
- c. The bases of the Petri dishes containing mosquitoes should be labeled with the following information: Installation, Trap Number, Site location, and Date Collected. Sharpie pens work great for writing information on Petri dishes. Each Petri dish must have a corresponding adult identification card or information page. This information will be returned to the installation along with results of the mosquito identification.
- d. Specimen collections can be stored in a freezer for a week prior to shipment. Remember, shipments should not be delayed especially when WNV activity has been identified within the region and additional control measures may be required to reduce the health risks associated with this disease.
- e. Ship specimens in a Styrofoam cooler with three blue ice packets via an overnight carrier to:

ADULT MOSQUITO IDENTIFICATION

Installation: POM, CA Trap No. _____ Collection Date: _____

Collection Method: CDCLT Location: Water Treatment Plant _____

Collector: SPC Munoz

Remarks _____

Species Identified: Number _____

Male Female Identified by _____

Commander, USACHPPM-West

ENTOMOLOGICAL SCIENCE DIVISION ATTN: F. Maloney/Entomology

Laboratory

5th and Blaine, Bldg 9030

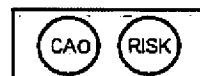
Fort Lewis, WA 98433-9500

Prior to shipment and for additional information contact Mr. Maloney at DSN 347-0468

or COM (253) 966-0468/0083/0008 or Electronic mail:

francis.maloney@nw.amedd.army.mil or Mr. William Irwin

william.irwin@nw.amedd.army.mil



G. WNV Dead Bird Surveillance, Specimen Preparation and Shipment Procedures

1. PURPOSE. To provide guidelines for conducting dead bird surveillance at Presidio of Monterey and Ord Military Community, California.

2. REFERENCES:

b. MCVS, VETCOM Guidance, West Nile Virus (WNV), 1 Oct 2001

3. RESPONSIBILITIES.

a. The Installation Veterinarian is primarily responsible for implementing and overseeing the program. He/she is responsible for reporting the results to the appropriate installation personnel, department and/or public health agency.

b. All installation personnel should be informed on what to do when dying or dead birds are found.

c. The Directorate of Environmental and Natural Resources Management (William Collins 242-7920) will assist the installation Veterinarian with in the implementation of the program.

4. DEAD BIRD SURVEILLANCE PROCEDURES.

a. Dead bird surveillance can take place year around, but the State of California currently offers free testing for WNV from 1 April through 31 October. Collect only specimens that are freshly dead, usually less than 48 hours. Specimens that are decomposed or scavenged are of limited diagnostic value. Do not send pigeons or baby birds.

b. Collect animals under the assumption that an infectious disease is involved. Use rubber gloves when picking up sick or dead animals. If you do not have gloves use an inverted plastic bag. Ideally, use a leg tag to report the necessary information, which should include: species, date collected, location, found dead or euthanized, and collector.

c. Place each animal in a plastic bag; seal or tie shut the bag and place into a second bag. The system of double bagging helps prevent any fluids from leaking out and also limits the chance of contamination during subsequent handling. When collecting samples take along a cooler containing ice to immediately chill the carcass. Do not freeze the carcass but keep it cold until it is shipped and during shipment.

d. Be sure the specimens are double bagged and the first bag has been wrapped with absorbent material before packing. Add enough ice packs or blue ice to keep the specimens cold for overnight shipment. It is best not to use ice that will melt as it may leak out. Pack contents so no shifting occurs with crumpled newspaper or other materials to fill any unused space.

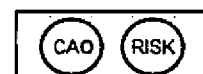
e. Ship samples in a hard sided plastic cooler. Be sure the cooler is labeled with return address or a return-shipping label is included. Both the reusable ice and cooler should be returned. Send the specimen via Federal Express or other over night carrier unless other arrangements have been made.

f. The State of California Department of Health Services has set up a WNV hotline at (877) WNV BIRD (968-2473) to screen all samples prior to submitting them for WNV assay. You may be asked to contact the North Salinas Valley Mosquito Abatement District to coordinate pick up, delivery, or shipment of samples that are to be tested for WNV. Pete Ghormlry (Manager) (831) 373-2483 North Salinas Valley Mosquito Abatement District 342 Airport Blvd. Salinas, CA 93905. The Installation is responsible for contacting the Northern California Regional Veterinary District at Lemoore NAS, (559) 998-2754, or its higher echelon at Northwest Regional Veterinary Command (253) 967-2486 to report both positive and negative results.

H. ENVIRONMENTAL CONSIDERATIONS.

1. Protection of the Public. Only trained and certified pesticide applicators are permitted to apply pesticides on the installation. All applications are done in strict accordance with pesticide labels.

2. Sensitive Areas. Sensitive areas listed on pesticide labels are considered before pest control operations are conducted. No pesticides are applied directly to wetlands or water areas (e.g., lakes, ponds and drainage into fish habitat) unless use in such sites is specially approved on the pesticide label and the proposed application is approved by the Environmental Office. This statement particularly applies to pesticides applied on or threatened and endangered species areas such as the plant reserve located behind Building 630. The plant reserve contains a population of



federally endangered orchids (*Piperia yadonii*). Other sensitive areas include food service/preparation areas, daycare facilities and the Troop Medical Clinic.

3. Environmental Documentation. An environmental assessment (EA) was done in support of the Integrated Natural Resources Management Plan (INRMP) that includes a discussion on IPM but an EA has not been prepared specifically for the installation pest management program. This plan can be referenced for documentation if or when an EA is required and completed.

4. Pesticide Spills and Remediation. Spill cleanup materials are maintained on the installation as part of the Emergency Response Program. Whenever a pesticide is spilled, the Fire Department is notified for First Responder Level II and III support. Pest control contractors do not store nor mix pesticides on the installation. Any spilled pesticides would be managed under the installation's Spill Plan.

5. Pesticide Approval. The Contractor shall not use any Federal or State restricted use, State limited-use, or any Category I and II pesticide (i.e., a product carrying a WARNING or DANGER signal word) without prior approval in writing from the Army Environmental Center (AEC) Pest Management Consultant. The contractor shall submit requests for use of such pesticides through the DPW QAE to the PMC.

I. ADMINISTRATION.

1. Operations. Pest management operations are conducted in accordance with the Pest Control Worksheets (I – XX). Additional specifications of any other applicable IPM will be described in installation pest management contracts and lease agreements.

2. Work Orders. A customer calling the family housing service order desk generates the majority of pest control services. Calls generated from administrative building occupants occur less frequently and are a fraction of the pest control activities conducted on the installation.

3. Contract Guidance. The installation's primary contractor under RCI is responsible for providing general pest management support to family housing residents. Contract guide specifications (Appendix C) establish the primary performance standard for pest control services on the installation. All subcontracted pest control services will follow Appendix C and will be monitored by a qualified employee of the primary contractor.

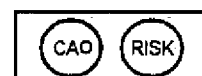
4. Outleases. Lessees will comply with this plan while conducting pesticide applications on leased lands. All lessees conducting pest management operations on the installation as private pesticide applicator or their hired, commercial, state certified contractor will adhere to the Integrated Natural Resources Management Plan and the following:

a. Apply only State and EPA registered pesticides in strict accordance with pesticide label directions. Cancelled-use or suspended-use pesticides shall not be transported on to this installation from off-installation sites for application or disposal.

b. Provide and maintain a copy of state certification for each pesticide applicator and other personnel involved in implementing and/or recommending pest control services. For contracted pesticide application, provide a copy of hired company's state pesticide business or contractor license and pesticide applicator's certification.

c. When possible, the lessee or their contractor will bring all pesticides and application equipment on to the installation for each day's service. No pesticides, other hazardous materials, or pesticide application equipment will be left unsecured on the installation overnight. No waste from pesticide application operations shall be disposed of on this installation.

d. Furnish the PMC with information required for DoD and pest management record keeping monthly. The pest control information including surveillance and



control will be reported utilizing IPMIS.

5. Resources.

a. Funding. Pest management service for administrative buildings including food service facilities is funded through DPW and is contracted as needed using the International Merchant Purchase Authorization Card (IMPAC). Funding for pest control activities within family housing areas are handled through the RCI Contract. Funding for invasive species control in undeveloped open space areas of the POM/OMC and former Fort Ord are handled through the DENR Environmental Management Division in accordance with the Integrated Natural Resource Management Plan (INRMP), Endangered Species Management Plan (ESMP), and the Installation-Wide Multispecies Habitat Management Plan (HMP).

b. Staffing. The installation maintains two government staff that performs duties as the PMC and QAE. All surveillance and pesticide applications are done using pest control contractors that maintain a State of California certified pesticide applicator license to perform pest control services or to provide quality assurance for sub-contracted pest control services. See Appendix D for a list of current applicators.

6. Reports and Records. Records of all pest management operations performed by the contractors and their sub-contractors are submitted using IPMIS and will meet the requirements specified in guide specifications (Appendix C). These records are consolidated by the PMC into installation reports that are forwarded to higher headquarters.

7. Training and Pest Management Certifications. The PMC will be trained and accredited, according to references 1b and 1c, in all categories of pest control performed on the installation. The DPW QAE is also trained as QAE consistent with AR 200-5. Contractor or subcontractor personnel must have appropriate and current State of California pesticide applicator certifications.

8. Quality Assurance and Control. Pest control services are expected to provide a satisfactory level of control while minimizing pesticide applications. The PMC and a designated pest management quality assurance evaluator will provide the installation pest management program oversight by ensuring only approved pesticides are utilized and nonchemical controls are maximized. Work performed by the contractor will be also be evaluated based on as Quality Control Program (Appendix C).

9. Update of Pest Control Worksheets. The worksheets described on pages I - XX shall be updated annually. The PMC shall monitor pest management records for compliance with the IPM Worksheets. The PMC will send a copy of the updated plan to the AEC PMC not later than October 30 each year.

The PMC maintains this plan. Pen and ink changes are made to the plan throughout the fiscal year and the worksheets are updated as necessary to adequately reflect current IPM operations.

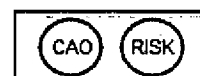
J. COORDINATION.

1. Installation Personnel. Pest control services are coordinated with installation personnel (Appendix C) who request those services or have an interest in pest control operations.

2. Outside Agencies. The IPMC is responsible for coordination with local, State or Federal agencies as necessary.

K. DISTRIBUTION OF SELF HELP PESTICIDES. The Self-Help Shop is in a period of transition until RCI contracts are implemented. The following are a list of suggested pest control supplies that should be made available the family housing residents:

1. Mechanical gopher traps could be signed out for periods of five days or over weekends.



2. Glue Boards or snap traps for mice.
3. MAXFORCE FC ant and cockroach bait stations.
4. All pesticides sold in the installation commissary are registered by the EPA and the State of California. No restricted use products are sold.

APPENDIX A

Labels and Material Safety Data Sheets

Appendix B

Standard Operating Procedures

Pest Management in Food Service Facilities

Dining facilities, food service facilities and food preparation areas are types of facilities that the Department of Defense (DoD) has designated sensitive areas with respect to pest control operations. As such, the DoD Armed Forces Pest Management Board has issued general guidelines, with specific clarification by the U.S. Army Environmental Center (AEC) Pest Management Consultant (PMC). General program requirements mandate control by the least toxic means available with a constant effort toward reducing the amounts of pesticide used.

Activities specifically prohibited by DoD and Army regulations include but are not limited to:

- Preventative sprays and scheduled treatments (except for replenishing of bait stations or traps).
- Broad-spectrum applications while facilities are active and occupied.
- Treatment of food preparation surfaces with chemical pesticides.

A more extensive listing of prohibited activities is available in DoD Instruction 4150.7, Army Regulation 200-5, and by contacting the AEC PMC.

Generalized procedures for pest management in dining and food preparation areas are as follows:

- Monthly surveillance and replenishing of baits and/or traps. (These are becoming the preferred methods for pest control in dining facilities).
- If facility manager notices a pest problem, a work order is called in.
- The CALMED inspects food service facilities quarterly. CALMED identifies problems such as sanitation problems that may increase risk of infestations.
- If mechanical exclusion is needed the Directorate of Public Works is notified.
- If sanitation is sub-standard, the facility manager is informed that the problem must be rectified before chemical application can take place.
- Facility is then re-inspected by CALMED or QAE prior to a chemical application.
- The pest control contractor is the installation's front line of defense and his regular surveillance is viewed as the most important pest management function. DoD program objectives involve achieving pest control with the least possible application of low toxicity chemical pesticides and the use of mechanical or cultural control methods whenever possible.
- All chemicals and mechanical measures used must be listed in the IPMP as approved or an exception must be requested from the AEC PMC.

All the above detailed activities shall be reported on a regular basis to the Installation Pest Management Coordinator (IPMC). The reporting interval shall be determined by the IPMC, but under no circumstances shall the reporting interval exceed quarterly.

APPENDIX C

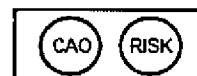
Integrated Pest Management Program

Contract Guide Specification for GOCO Installations

- October, 2003 -

1. GENERAL

A. Description of Program: This specification is part of a comprehensive Integrated Pest Management (IPM) program for the premises listed herein. Pest Surveillance and Control Contracts solicited for the Presidio of Monterey and Ord



Military Community should adhere to the following scope of work. IPM uses a wide variety of technological and management practices to achieve long-term and environmentally sound pest suppression and prevention. Federal Agencies are mandated by Public Law (Section 136f of title 7, United States Code) to use IPM. Control strategies in an IPM program include:

- Structural and procedural modifications to reduce food, water, harborage, and access used by pests.
- Pesticide compounds, formulations, and application methods that present the lowest potential hazard to humans and the environment.
- Non-pesticide technologies such as trapping and monitoring devices.
- Coordination among all facilities management programs, including facility lessees, that have a bearing on the pest control effort.

B. Responsibilities: The contractor will design and implement an IPM program that satisfies the requirement for all Federal Agencies to reduce the environmental risks from hazardous chemicals. The contractor is responsible for this IPM program for the entire installation including any facilities that are leased. Even though part of the entire program will be subcontracted, the contractor is still held fully responsible.

C. Contractor Service Requirements: The contractor shall furnish all supervision, labor, materials, and equipment necessary to accomplish the monitoring, trapping, pesticide application, and pest removal components of the IPM program. As a quality assurance measure, the contractor will submit subcontract specifications to the Government IPM Coordinator/Quality Assurance Evaluator (GIPMC/QAE) for review and approval at least seventy-five (75) working days before the planned advertisement date. The Government will return the specifications no later than forty-five (45) working days before the planned advertisement. The purpose of the review is to ensure that the subcontract implements IPM and follows the control guidance listed in this specification. As part of the subcontract specifications, the contractor shall describe the procedures they will use to perform quality assurance on the subcontractor (see ¶ 13.).

2. PESTS INCLUDED AND EXCLUDED

A. The Contractor Shall Adequately Suppress the Following Pests:

1. Indoor populations of rodents, insects, arachnids, and other arthropods.
2. Outdoor populations of potentially indoor-infesting species—including mosquitoes and filth flies—that are within the property boundaries of the specified buildings.
3. Nests of stinging insects within the property boundaries of the specified buildings.
4. Termites and other wood-destroying organisms.
5. Federal and State noxious weeds.
6. Individuals of all excluded pest populations that are incidental invaders inside the specified buildings.

B. Populations of the Following Pests are Excluded from this Contract:

1. Deer, Bobcats, Mountain Lions, Birds, and Bats.
2. Pests that primarily feed on outdoor vegetation.

3. OPERATIONS PLAN

The IPM Operations Plan will consist of this guide specification, the subcontracts specifications (¶ 1.C.), the contractor's quality control program (¶ 13.), plus the information listed below (¶s 3.A through 3.E.) which the subcontractor is required to provide to the contractor. The contractor will submit the information listed below (¶s 3.A through 3.E.) to the Government IPM Coordinator/Quality Assurance Evaluator (GIPMC/QAE) within fifteen (15) working days after the subcontract is awarded.

A. Proposed Materials and Equipment for Service: Current labels and Material Safety Data Sheets for all pesticides to be used, brand names of pesticide application equipment, rodent bait boxes, insect and rodent trapping devices, pest monitoring



devices, pest detection equipment, and any other pest control devices or equipment that may be used to provide service.

B. Proposed Methods for Monitoring and Detection: Methods and procedures to be used for identifying sites of pest harborage and access, and for making objective assessments of pest population levels throughout the term of the contract.

C. Projected Surveillance Schedule for Each Building or Site: Complete service schedules that include weekly or monthly frequency of subcontractor visits, specific day(s) of the week of subcontractor visits, and approximate duration of each visit.

D. Description of any Structural or Operational Changes that Would Facilitate the Pest Control Effort: Site-specific solutions for observed sources of pest food, water, harborage, and access.

E. Commercial Pesticide Applicator Certificates or Licenses: Photocopies of State-issued Commercial Pesticide Applicator Certificates or Licenses for every employee who will be performing on-site service under this contract. The subcontractor will include the name of certified applicators, their certified categories, and other data requested for the Army Environmental Quality Report (EQR).

4. RECORD KEEPING

The contractor shall be responsible for maintaining a pest control database in the Integrated Pest Management Information System (IPMIS) software provided by the government. Surveillance and control work done daily will be input for each building or site specified in this contract. These records shall be kept for each visit and maintained by the contractor. The contractor will provide monthly and annual reports to the GIPMC/QAE. Surveillance and control methods will be in accordance with the following items:

A. IPM Operations Plan: (See ¶ 3 for details)

B. Pest Control Work and Inspection Report. These reports will be used to advise the contractor of routine service requests and to document the performance of all work, including emergency work.

C. Subcontractor's Service Report Forms: Customer copies of the subcontractor's Service Report Form, documenting all information required by IPMIS. These reports shall not be mandatory if all required information on pesticide application is included in the general contractors IPMIS database.

5. MANNER AND TIME TO CONDUCT SERVICE

A. Time Frame of Service Visits: The subcontractor shall perform routine pest control services that do not adversely affect tenant health or productivity. When it is necessary to perform work that will interfere with Government operations, the contractor shall notify the QAE at least one (1) day in advance.

B. Safety and Health:

1. The subcontractor shall observe all safety precautions throughout the performance of this contract. All work shall be in strict accordance with all applicable Federal, state, and local safety and health requirements. Where there is a conflict between applicable regulations, the most stringent will apply.

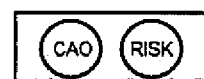
2. The contractor shall assume full responsibility and liability for compliance with all applicable regulations pertaining to the health and safety of personnel during the execution of work.

3. Vehicles used by the subcontractor shall be identified in accordance with State and local regulations. These vehicles will have external lockable storage compartments.

6. SPECIAL REQUESTS AND EMERGENCY SERVICE

On occasion, the GIPMC/QAE may request that the contractor perform corrective, special, or emergency service(s) that are beyond routine service requests. The contractor shall respond to these exceptional circumstances and complete the necessary work within one (1) day after receipt of the request.

7. CONTRACTOR PERSONNEL



All pesticide applicators must have appropriate State commercial pesticide applicator certifications.

8. USE OF PESTICIDES

The subcontractor shall be responsible for application of pesticides according to the label. All pesticides used by the contractor must be registered with the U.S. Environmental Protection Agency (EPA), the appropriate State and/or local jurisdiction, and must be documented in the Operations Plan. Transport, 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. The contractor and the subcontract specifications shall adhere to the following rules for pesticide use:

A. Disapproved Products: The Contractor shall not use any Federal or State restricted-use, State limited-use, or any Category I and II pesticide (i.e., a product carrying a WARNING or DANGER signal word) without prior approval in writing from the Army Environmental Center. The contractor shall submit requests to the GIPMC/QAE at least thirty (30) working days before the planned date of application.

B. Pesticide Storage: The contractor shall not store and mix any pesticide product on the installation.

C. Application by Need: Pesticide application shall be according to need and not by schedule. As a general rule, application of pesticides in any inside or outside area shall not occur unless visual inspection or monitoring devices indicate the presence of pests in that specific area.

D. Minimization of Risk: When pesticide use is necessary, the contractor shall employ the least hazardous material, most precise application technique, and minimum quantity of pesticide necessary to achieve control.

9. INSECT CONTROL

A. Emphasis on Non-Pesticide Methods: The contractor shall use non-pesticide methods of control wherever possible. For example:

1. Portable vacuums rather than pesticide sprays shall be the standard method for initial cleanouts of cockroach infestations, for swarming (winged) ants and termites, and for control of spiders in webs.

2. Trapping devices rather than pesticide sprays shall be the standard method for indoor fly control.

B. Application of Insecticides to Cracks and Crevices: As a general rule, the contractor shall apply all insecticides as "crack and crevice" treatments only, defined in this contract as treatments in which the formulated insecticide is not visible to a bystander during or after the application process.

C. Application of Insecticides to Exposed Surfaces or as Space Sprays: Application of insecticides to exposed surfaces or as space sprays ("fogging") shall be restricted to exceptional circumstances where no alternative measures are practical. No surface application or space spray shall be made while tenant personnel are present. The contractor shall take all necessary precautions to ensure tenant and employee safety, and all necessary steps to ensure the containment of the pesticide to the site of application.

D. Insecticide Bait Formulations: Bait formulations shall be the standard pesticide technology for cockroach and ant control, with alternate formulations restricted to unique situations where baits are not practical.

E. Monitoring: Sticky traps shall be used to guide and evaluate indoor insect control efforts wherever necessary.

F. Annual Termite Inspection: All buildings actively utilized in installation operations shall be inspected once a year for damage by termites and other wooddestroying pests.

10. RODENT CONTROL

A. Indoor Trapping: As a general rule, rodent control inside buildings shall be accomplished with trapping devices only. All such devices shall be concealed out of the



general view and in protected areas so as not to be affected by routine cleaning and other operations. The contractor shall be responsible for disposing of all trapped rodents and all rodent carcasses in an appropriate manner.

B. Use of Rodenticides: In exceptional circumstances, when rodenticides are deemed essential for adequate rodent control inside buildings. All rodenticides, regardless of packaging, shall be placed either in locations not accessible to children, pets, wildlife, and domestic animals, or in EPA-approved tamper-resistant bait boxes. As a general rule, rodenticide application outside buildings shall emphasize the direct treatment of rodent burrows wherever feasible.

C. Use of Bait Boxes: All bait boxes shall be maintained in accordance with EPA regulations, with an emphasis on the safety of non-target organisms. The contractor shall adhere to the following five points:

1. All bait boxes shall be placed out of the general view, in locations where they will not be disturbed by routine operations.
2. The lids of all bait boxes shall be securely locked or fastened shut.
3. All bait boxes shall be securely attached or anchored to floor, ground, wall, or other immovable surface, so that the box cannot be picked up or moved.
4. Bait shall always be secured in the feeding chamber of the box and never placed in the runway or entryways of the box.
5. All bait boxes shall be labeled on the inside with the contractor's business name and address, and dated by the contractor's technician at the time of installation and each servicing.

11. STRUCTURAL MODIFICATIONS AND RECOMMENDATIONS

Throughout the term of this contract, the contractor shall be responsible for advising the GIPMC/QAE about any structural, sanitary, or procedural modifications that would reduce pest food, water, harborage, or access. The contractor shall be responsible for adequately suppressing all pests included in this contract regardless of whether or not the suggested modifications are implemented.

12. PROGRAM EVALUATION

The on site GIPMC/QAE will continually evaluate the progress of this contract in terms of effectiveness and safety, and will require such changes as are necessary. The contractor shall take prompt action to correct all identified deficiencies. The contractor will submit subcontract pest control contracts to the onsite GIPMC/QAE for review and approval. The contractor will provide IPMIS reports at any time and will allocate five man-days every three years for Government on site assistance/quality assurance visit by the a Pest Management Consultant from the Army Environmental Center or a designated representative.

13. QUALITY CONTROL PROGRAM

The contractor shall establish a complete quality control program to assure the requirements of the contract is provided as specified. As part of the subcontract specifications (see ¶ 1.C.), the contractor shall describe the procedures they will use to perform quality assurance on the subcontractor. These procedures shall include at least the following items:

A. Inspection System: The contractor's quality control inspection system shall cover all the services stated in this contract. The purpose of the system is to detect and correct deficiencies in the quality of services before the level of performance becomes unacceptable and/or the onsite GIPMC/QAE identifies the deficiencies.

B. Checklist: A quality control checklist shall be used in evaluating contract performance during regularly scheduled and unscheduled inspections. The checklist shall include every building or site serviced by the contractor as well as every task required to be performed.

C. Quality Control File: A quality control file shall contain a record of all inspections conducted by the contractor and any corrective actions taken. The file shall

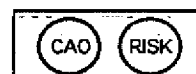


be maintained throughout the term of the contract and made available to the onsite GIPMC/QAE.

D. Quality Report: The contractor shall provide IPMIS data to the GIPMC/QAE for input to the pest management section of the EQR .

E. Operations Plan: The contractor shall provide an annual update of the Operations Plan to the GIPMC/QAE no later than September 30 each year.

F. Subcontract Specifications: The contractor shall provide revisions to pest control subcontract for review and approval prior to advertising the contract. (See 1.C.)





Residential - Industrial - Commercial

Marc Scheible
Sales and Marketing

Cell: (805) 797-2652

Web: www.hydrexnw.com

Email: mscheible@yahoo.com

Part II, Page 1

of Monterey & Ord Community
Control Treatment On-Call Service

**CITY OF MONTEREY
SERVICE CONTRACT**

PROPOSAL SCHEDULE OF QUANTITIES & PRICES

To the Honorable City Council
City of Monterey
City Hall
Monterey, California

The undersigned declares to have carefully examined the location of the proposed work, that the Specifications as set forth herein have been examined, and hereby proposes to furnish all materials and equipment and do all the work required to complete the said work in accordance with said Specifications for the prices set forth in the following schedule:

BID SCHEDULE

BASE BID

Item No.	Description	Call Out	Hourly Cost	Average Calls Per Year	Total Amount
Standard Time					
1	Ant Treatment	1	\$ 95.00	170	\$ 16,150.-
2	Spider Treatment	1	\$ 95.00	35	\$ 3,325.-
3	Rats/Mice	1	\$ 95.00	60	\$ 5,700.-
4	Roaches/Crickets	1	\$ 95.00	20	\$ 1,900.-
5	Fleas	1	\$ 95.00	35	\$ 3,325.-
6	Gopher/Mole	1	\$ 95.00	15	\$ 1,425.-
7	Bees/Wasps	1	\$ 95.00	15	\$ 1,425.-
8	Sow bugs/Ear Wigs	1	\$ 95.00	10	\$ 950.-
9	All Other nuisance Pest	1	\$ 95.00	50	\$ 4,750.-

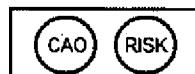
Total Items Base Bid On-Call Standard Time Treatment
Items 1 through 9

\$ 38,950.00

ADDITIVE ALTERNATIVE BID

After Hours, Weekend, & Holidays

10	Ant Treatment	1	\$ 130.-	50	\$ 6,500.-
11	Spider Treatment	1	\$ 130.-	20	\$ 2,600.-
12	Rats/Mice	1	\$ 130.-	40	\$ 3,800.-
13	Roaches/Crickets	1	\$ 130.-	10	\$ 1,300.-
14	Fleas	1	\$ 130.-	10	\$ 1,300.-
15	Gopher/Mole	1	\$ 130.-	5	\$ 650.-
16	Bees/Wasps	1	\$ 130.-	5	\$ 650.-
17	Sow bugs/Ear Wigs	1	\$ 130.-	5	\$ 650.-
18	All Other nuisance Pest	1	\$ 130.-	50	\$ 6,500.-



Bid Item Description

This section covers details of individual items of the Bid Schedule to insure that it is clear as to what is to be included in each item. The costs submitted with each item are to reflect the work to be completed under that bid item only. Payment of all the following items shall be for actual materials used on the job and for actual work accomplished.

ITEM DESCRIPTIONS: (SCOPE)

1. Items 1 through 9 – Treatment (6:00 A.M. to 6:00 P.M.)

The hourly rate will include the labor cost, materials, travel time, taxes, tools, and equipment cost to perform all services. Interior and Exterior Service. Hourly rate for call out for standard time, Monday through Friday (06:00 am to 6:00 pm). Contractor shall respond within 3 hours to all Dining Hall Facilities (627 & 838) and Child Care Facilities (4283 & 7693). Contractor to respond to all other locations within 24 hours of work order being issued. If work order is issued on a Friday afternoon and it is not a critical building (627, 838, 4283, 7693), Contractor may respond on Monday. Call out service shall be furnished upon request by the City of Monterey per Technical Specifications.

2. Items 10 through 18 - Treatment (Monday through Friday 6:01 P.M. to 5:59 A.M. and Weekends/Holidays 24/7).

The hourly rate will include the labor cost, materials, travel time, taxes, tools, and equipment cost to perform all services. Interior and Exterior Service. Hourly rate for call out for after hours, weekends, and holiday time, Monday through Friday (6:01 pm to 5:59 am) and weekends/holidays (24/7). Call out service shall be furnished upon request by the City of Monterey per Technical Specifications.

Termination Agreement

The City of Monterey may terminate this service agreement with the selected contractor upon ten (10) days written notice if the agreement between the Army and the City of Monterey for provisions of Presidio Service for Pest Control Treatment On-Call Services contract is terminated for any reason. The service agreement with the selected contractor may be terminated immediately without notice if the Contractor is found to have violated the terms of the agreement or any state, federal or local law or requirement related to the subject agreement, has filed a petition for bankruptcy, becomes insolvent, or discontinues its business for any other reason.

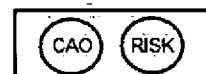
Ancillary Items

Payment for any items that do not have instruction indicating where expenses for said items are to be accounted for are to be considered ancillary to the work and accounted for in every one of the lump sum or unit price items and no additional compensation will be allowed therefor.

Bid Clarification

Award of contract, if any be made, shall be made to the Contractor with the lowest responsive responsible bid based on the Total Items Base Bid On-Call Standard Time Treatment, Items 1 through 9. City reserves the right to award the Additive Alternative Bid Items, 10 through 18 as needed.

Pursuant to the provisions of the California Public Contract Code Section 20103.8, City reserves the option to award any or all the additive bid items in addition to the original contract after the lowest responsible Bidder has been determined, should the City later obtain additional funding for additive alternatives not awarded with the



original contract.

Total monthly price shall be for all items as described in these Specifications, including but not limited to all labor, materials, travel time, equipment, taxes and incidentals necessary for a complete job.

Whenever unit prices are required and there is an incorrect extension thereof, the unit price correctly extended shall prevail and the total bid shall be corrected to reflect the correct extension.

The foregoing quantities are approximate only, being given as a basis for comparison of bids, and the City of Monterey does not, expressly or by implication, agree that the actual amount of work will correspond therewith, but reserves the right to increase or decrease the amount of work by twenty-five percent (25%) or to omit portions of the work as may be deemed necessary by the Engineer.

Bidders may withdraw or revise their bid personally, or upon a written or telegraphic request, or by FAX (the City's FAX number is 646-3702), at any time prior to the hour set for the opening of bids, but not thereafter; however, the City shall not accept faxed copies of bid bonds, affidavits or any other documents where an original document or signature is required by these Specifications. Bids may not be withdrawn for a period of thirty (30) days after the date set for the opening of bids. At the time of award the successful Bidder must be legally entitled to perform contracts requiring a General Pest and Termite Contractor's license.

The Noncollusion Affidavit and Debarment & Suspension Certification included in this document shall be executed and submitted with each bid.

DECLARATION OF BIDDER RE: LICENSE QUALIFICATIONS

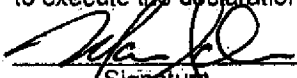
Bidder certifies he/she possesses a license in accordance with a State Act providing for the registration of Contractors. License No. 30949 Class: Pest Control Expiration date: 12/31/16

FAILURE TO PROVIDE THIS INFORMATION AND SIGNATURE MAY RESULT IN YOUR BID BEING DEEMED NON-RESPONSIVE OR WILL RESULT IN REJECTION OF BID.

The foregoing information is true and correct and is executed under penalty of perjury in San Luis Obispo County, California, ON May 20, 2015.

Name of Firm: O'Connor & Sons Inc.
dba Hydrex Pest Control - West Coast
Address: 101 Cuyama Lane, Nipomo, CA 93444
Telephone: (805) 925-8711

(If an individual, so state. If a firm or co-partnership, state the firm name and give the names of person authorized to execute the declaration on its behalf.)



Signature

Marc Scheible for O'Connor & Sons Inc. dba Hydrex Pest control -
Printed Name and Title West Coast
Sales Director

The Bidder shall list below any and all addenda issued for this project. Failure to list issued addenda will result in a non-responsive bid:



ADDENDA

- 1. _____
- 2. N/A
- 3. _____

The Bidder shall list below jobs of a similar nature completed by Bidder's organization within the past three (3) years:

Contracting Location	Type Of Job	Date Completed	Dollar Amount	Agency
<u>State of California Military Department</u>				
<u>PORT HUENEME, CA JAN 1, 2015 THROUGH DEC 31, 2016 \$ 20,880.00</u>				

The Bidder shall list below any subcontractors proposed to be used on this project whose work is in excess of one-half of 1 percent of the Bidder's total bid or, in the case of bids or offers for the construction of streets or highways, including bridges, in excess of one-half of 1 percent of the Bidder's total bid or ten thousand dollars (\$10,000), whichever is greater:

<u>Subcontractor</u>	<u>Trade</u>	<u>License No.</u>
<u>N/A</u>		



NONCOLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER, LEGALLY NOTORIZED AND SUBMITTED WITH BID

State of California)
County of San Luis Obispo) ss.

MARC SCHEIBLE being first duly sworn, deposes and says that he or she is Sales Director of Hydrex Post Control, the party making the foregoing bid; that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the Bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived or agreed with any Bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the price bid, or of that of any other Bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the Bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid; and that the bid is not made in the interest of, or on behalf of, any member of the Monterey City Council or any City officer or employee.

Signed: [Signature]

State of California

County of San Luis Obispo

On May 21, 2015 before me, Scott W. Hayward,
DATE Here Insert Name and Title of the Officer

personally appeared _____
Name(s) of Signer(s)

SEE ATTACHED FORM FOR NOTARY CERTIFICATE

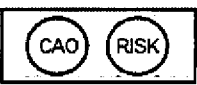
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity (ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the persons(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(seal)

Notary's Signature



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

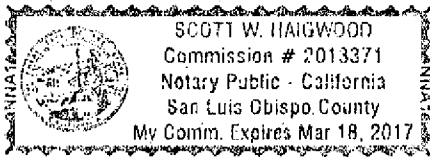
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of San Luis Obispo)
On 05/24/2015 before me, Scott W. Haigwood ^{Notary} _{Public}
Date Here Insert Name and Title of the Officer
personally appeared Marc Scheible
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

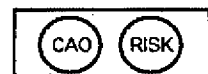
Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____ Signer's Name: _____
 Corporate Officer — Title(s): _____ Corporate Officer — Title(s): _____
 Partner — Limited General Partner — Limited General
 Individual Attorney in Fact Individual Attorney in Fact
 Trustee Guardian or Conservator Trustee Guardian or Conservator
 Other: _____ Other: _____
Signer Is Representing: _____ Signer Is Representing: _____



DEBARMENT AND SUSPENSION CERTIFICATION

The Bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any state, federal, or local agency;
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any state, federal, or local agency within the past 3 years;
- Does not have a proposed debarment pending; and
- Has not be indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

N/A

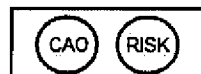
Exceptions will not necessarily result in denial of award, but will be considered in determining Bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions.

I declare under penalty of perjury that the foregoing is true and correct and that this certification is signed this May day of 21, 2015 in Nipomo, CA, San Luis Obispo County, California.


Signature

MARC SCHEIBLE
Printed Name and Title





INSCO INSURANCE SERVICES, INC.
 Underwriting Manager for:
Developers Surety and Indemnity Company
 Indemnity Company of California
 17771 Cowan, Suite 100 • Irvine, California 92614
 Telephone (949) 263-3300 Fax (800) 251-1955
 www.InscoDico.com

ANNUAL PERFORMANCE BOND

Bond Number: 704158P

Premium \$ 974.00

KNOW ALL BY THESE PRESENTS, That we O'Connor & Sons, Inc., dba Hydrex Pest Control, as Principal, and Indemnity Company of California, of 17771 Cowan, Ste. 100, Irvine, CA 92615, authorized to do business in the State of California, as Surety, are held and firmly bound unto City of Monterey, as Obligee, in the maximum penal sum of Thirty-Eight Thousand, Nine Hundred Fifty*** Dollars (\$ 38,950.00), lawful money of the United States of America, for which payment well and truly to be made we bind ourselves, our heirs, executors and assigns, jointly and severally, firmly by this Bond.

WHEREAS, the Principal has entered, or is about to enter, into a written agreement with the Obligee to perform in accordance with the terms and conditions of the Presidio of Monterey & Old Military Community for Pest Control Treatment (hereinafter referred to as the Contract), said Contract is hereby referred to and made a part hereof; On-Call

NOW, THEREFORE, the condition of this obligation is such that if the above named Principal, its successors and assigns, shall well and truly perform its obligations as set forth in the above mentioned Contract, then this Bond shall be void; otherwise to remain in full force and effect pursuant to its terms.

Notwithstanding anything to the contrary in the Contract, the Bond is subject to the following express conditions:

- Whereas, the Obligee has agreed to accept this Bond, this Bond shall be effective for the definite period of June 25, 2015 to June 24, 2016. The Bond may be extended, at the sole option of the Surety, by continuation certificate for additional periods from the expiry date hereof. However, neither: (a) the Surety's decision not to issue a continuation certificate, nor (b) the failure or inability of the Principal to file a replacement bond or other security in the event the Surety exercises its right to not renew this Bond, shall itself constitute a loss to the Obligee recoverable under this Bond or any extension thereof.
- No claim, action, suit or proceeding, except as hereinafter set forth, shall be had or maintained against the Surety on this instrument unless such claim, action, suit or proceeding is brought or instituted upon the Surety within one year from termination or expiration of the bond term.
- Regardless of the number of years this Bond is in force or the number of continuation certificates issued, the liability of the Surety shall not be cumulative in amounts from period to period and shall in no event exceed the amount set forth above, or as amended by rider.
- Any notice, demand, certification or request for payment, made under this Bond shall be made in writing to the Surety at the address specified below. Any demand or request for payment must be made prior to the expiry date of this Bond.

Surety Address: Developers Surety and Indemnity Company
 Indemnity Company of California
 17771 Cowan, Suite 100
 Irvine, California 92614 1-800-782-1546
 Attention: Claims Department

- If any conflict or inconsistency exists between the Surety's obligations or undertakings as described in this Bond and as described in the underlying Contract, then the terms of this Bond shall prevail.

SIGNED, SEALED AND DATED this 25th day of June, 2015

Principal:

O'Connor & Sons, Inc., dba Hydrex Pest Control

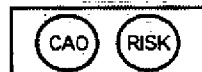
By: *Kim Chan*

Surety:

Indemnity Company of California

By: *Erin Johnson*

Erin Johnson, Attorney-in-Fact



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

County of Sacramento }

On 6/25/15 before me, Sandra R. Black, Notary Public,
Date Insert Name of Notary exactly as it appears on the official seal

personally appeared Erin Johnson

Name(s) of Signer(s)



who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Signature

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of the form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____

Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Erin Johnson

- Individual
- Corporate Officer — Title(s): _____
- Partner Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer is Representing:
Indemnity Company of
California/Developers Surety
and Indemnity Company

Agreement #: Ag-4839 - Page 86 of 90

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer is Representing: _____

CAO

RISK



INSCO INSURANCE SERVICES, INC.
 Underwriting Manager for:
Developers Surety and Indemnity Company
Indemnity Company of California
 17771 Cowan, Suite 100 • Irvine, California 92614 • (800) 782-1546
 www.InscoDico.com

PAYMENT BOND – PUBLIC WORK

Bond No. 704158P
 Premium included in Performance bond

KNOW ALL MEN BY THESE PRESENTS, That O'Connor & Sons, Inc., dba Hydrex Pest Control

, as Principal,
 and Indemnity Company of California, a corporation authorized to transact a general surety business
 in the State of California, as Surety, are held and firmly bound unto

City of Monterey

, as Oblige in the sum of

Thirty-Eight Thousand, Nine Hundred Fifty*****

Dollars (\$ 38,950.00) for the payment whereof, in lawful money of the United States, said Principal
 and Surety bind themselves, their heirs, administrators, successors and assigns, jointly and severally, firmly by these
 presents.

The Condition of the foregoing obligation is such that: whereas, the above bounden Principal has entered into a contract,
 dated _____, YEAR _____, with the obligee to do the following work, to wit:

Presidio of Monterey & Ord Military Community for Pest Control Treatment On-Call

Now, therefore, if the above bounded Principal, contractor, person, company or corporation, or his or its sub-contractor,
 fails to pay any claimant named in Section 9100 of the Civil Code of the State of California, or amounts due under the
 Unemployment Insurance Code, with respect to work on labor performed by any such claimant, that the Surety on this bond
 will pay the same, in an amount not exceeding the aggregate sum specified in this bond, and also, in case suit is brought upon
 this bond, a reasonable attorney's fee, which shall be awarded by the court to the prevailing party in said suit, and attorney's
 fees to be taxed as costs in said suit.

This bond shall inure to the benefit of any person named in Section 9100 of the Civil Code of the State of California so as
 to give a right of action to them or their assigns in any suit brought upon this bond.

This bond is executed and filed to comply with the provisions of the act of Legislature of the State of California as designated
 in Civil Code, Sections 9550-9566 inclusive, and all amendments thereto.

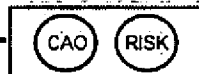
Signed and Sealed this 25th day of June, 2015
 YEAR

O'Connor & Sons, Inc., dba Hydrex Pest Control
 Principal

Indemnity Company of California
 Surety

By *Kevin O'Connor*

By *Erin Johnson*
 Erin Johnson Attorney-In-Fact



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

County of Sacramento }

On 6/25/15 before me, Sandra R. Black, Notary Public,
Date Insert Name of Notary exactly as it appears on the official seal

personally appeared Erin Johnson

Name(s) of Signer(s)



who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Signature

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of the form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____

Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Erin Johnson

- Individual
- Corporate Officer — Title(s): _____
- Partner Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer is Representing:

Indemnity Company of
California/Developers Surety
and Indemnity Company

Agreement #: Ag-4839 - Page 88 of 90

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer is Representing:

CAO

RISK

**POWER OF ATTORNEY FOR
DEVELOPERS SURETY AND INDEMNITY COMPANY
INDEMNITY COMPANY OF CALIFORNIA
PO Box 19725, IRVINE, CA 92623 (949) 263-3300**

KNOW ALL BY THESE PRESENTS that except as expressly limited, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, do each hereby make, constitute and appoint:

Erin Johnson, Kevin J. Valine, Sandy Black, Sharon J. Rusconi, R.W. Reynolds, jointly or severally

as their true and lawful Attorney(s)-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said corporations, as sureties, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney(s)-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said corporations could do, but reserving to each of said corporations full power of substitution and revocation, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolutions adopted by the respective Boards of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, effective as of January 1st, 2008.

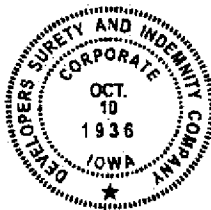
RESOLVED, that a combination of any two of the Chairman of the Board, the President, Executive Vice-President, Senior Vice-President or any Vice President of the corporations be, and that each of them hereby is, authorized to execute this Power of Attorney, qualifying the attorney(s) named in the Power of Attorney to execute, on behalf of the corporations, bonds, undertakings and contracts of suretyship; and that the Secretary or any Assistant Secretary of either of the corporations be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney;

RESOLVED, FURTHER, that the signatures of such officers may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures shall be valid and binding upon the corporations when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA have severally caused these presents to be signed by their respective officers and attested by their respective Secretary or Assistant Secretary this January 29, 2015.

By: *Daniel Young*
Daniel Young, Senior Vice-President

By: *Mark Lansdon*
Mark Lansdon, Vice-President



A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Orange

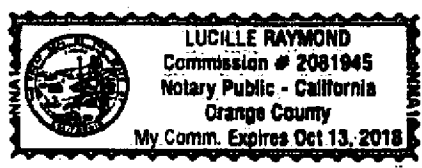
On January 29, 2015 before me, Lucille Raymond, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Daniel Young and Mark Lansdon
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.
Signature *Lucille Raymond*
Lucille Raymond, Notary Public



Place Notary Seal Above

CERTIFICATE

The undersigned, as Secretary or Assistant Secretary of DEVELOPERS SURETY AND INDEMNITY COMPANY or INDEMNITY COMPANY OF CALIFORNIA, does hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked and, furthermore, that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in the Power of Attorney are in force as of the date of this Certificate.

This Certificate is executed in the City of Irvine, California, this 25th day of June, 2015.

By: *Cassie J. Bernisford*
Cassie J. Bernisford, Assistant Secretary





July 10, 2015

O'Connor & Sons Inc.
DBA Hydrex Pest Control – West Coast
400 Airport Blvd.
Watsonville, Ca 95076

Subject: Presidio of Monterey & Ord Military Community for Pest Control Treatment
On-Call****PMSA****

Dear Mr. Scheible/Mr. Dustin,

The City of Monterey is giving you a written notice, via e-mail, that work under this contract shall commence within fourteen (14) calendar days from the effective date of the Notice to Proceed for the Pest Control Treatment On-Call contract that has been award by City of Monterey Council Resolution # 15-108 to Hydrex Pest Control.

Please sign and return the attached contract document within 14 days.

Sincerely,

//ss//

Pj Kinzie Garcia
Maintenance Technician

pc: City Clerk
General Services Superintendent
Building Maintenance Supervisor
File