

**AGREEMENT WITH  
DEWEY PEST CONTROL  
FOR  
RODENT CONTROL SERVICES**

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2002, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Dewey Pest Control, hereinafter called "Contractor";

**W I T N E S S E T H:**

WHEREAS, it is necessary and desirable that Contractor be retained for the purpose of performing the professional services hereinafter described for the Health Services Agency, Environmental Health Services Division; and

WHEREAS, pursuant to Government Code Section 31000, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof;

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:

**1. Services to be Performed by Contractor**

In consideration of the payments hereinafter set forth, Contractor, under the general direction of the Director of Health Services, or her designee, shall provide rodent control treatment along specific natural drainage creeks, waterfronts, recreational areas and various San Mateo County facilities as described in Schedule A, attached hereto and incorporated by reference herein.

**2. Term of the Agreement**

Subject to compliance with the terms and conditions of this Agreement, the term of this Agreement shall be from June 1, 2002 through October 31, 2004. This Agreement may be terminated by Contractor, Director of Health Services or her designee at any time upon thirty (30) days' written notice to the other party.

**3. Payments**

A. Maximum Amount. In full consideration of Contractor's performance of the services described in Schedule A, the amount that County shall be obligated to pay for services rendered under this Agreement shall not exceed ONE HUNDRED NINE THOUSAND FIVE HUNDRED AND NINE DOLLARS (\$109,509.00) for the contract term.

B. Rate of Payment. The rate and terms of payment shall be as specified in Schedule B, attached hereto and incorporated herein. Any rate increase is subject to the approval of the Director of Health Services or her designee, and shall not be binding on County unless so approved in writing. In no event may the rates established in Schedule B be increased to the extent

that the maximum County obligation shall exceed the total specified in Paragraph 2A above. Each payment shall be conditioned on the performance of the services described in Schedule A to the full satisfaction of the Director of Health Services or her designee.

C. Time Limit for Submitting Invoices. Contractor shall submit an invoice for services to County for payment in accordance with the provisions of Schedule B. County shall not be obligated to pay Contractor for the services covered by any invoice if Contractor presents the invoice to County more than one hundred eighty (180) days after the date Contractor renders the services, or more than ninety (90) days after this Agreement terminates, whichever is earlier.

#### 4. Relationship of Parties

It is expressly understood that this is an agreement between two (2) independent contractors and that no agency, employee, partnership, joint venture, or other relationship is established by this Agreement. The intent of both County and Contractor is to create an independent contractor relationship. Contractor expressly acknowledges and accepts his/her tax status and the tax consequences of an independent contractor. Further, as an independent contractor, Contractor expressly acknowledges and accepts that he/she has no rights, benefits, privileges, and/or claims in any form whatsoever under, from, through, and/or pursuant to the San Mateo County Civil Service Rules.

#### 5. Hold Harmless

Contractor shall indemnify and save harmless County, its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind and description, brought for, or on account of: (A) injuries to or death of any person, including Contractor, or (B) damage to any property of any kind whatsoever and to whomsoever belonging, or (C) any failure to withhold and/or pay to the government income and/or employment taxes from earnings under this Agreement, or (D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County, its officers, agents, employees, or servants, resulting from the performance of any work required of Contractor or payments made pursuant to this Agreement, provided that this shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of Contractor to indemnify and save harmless as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

#### 6. Insurance

Contractor shall not commence work under this Agreement until all insurance required under this section has been obtained and such insurance has been approved by the Director of Health Services. Contractor shall furnish the Health Services Agency with Certificates of Insurance evidencing the required coverage and there shall be a specific contractual liability endorsement extending Contractor's coverage to include the contractual liability assumed by Contractor pursuant to this Agreement. These Certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to the Health Services Agency of any pending change in the limits of liability or of any cancellation or modification of the policy.

A. Workers' Compensation and Employer Liability Insurance. Contractor shall have in effect during the entire life of this Agreement, Workers' Compensation and Employer Liability Insurance providing full statutory coverage. In signing this Agreement, Contractor makes the following certification, required by Section 1861 of the California Labor Code:

I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of the Code, and I will comply with such provisions before commencing the performance of the work of this Agreement.

B. Liability Insurance. Contractor shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect him while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Contractor's operations under this Agreement, whether such operations be by himself or by any subcontractor or by anyone directly or indirectly employed by either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amounts specified below.

Such insurance shall include:

- 1) Comprehensive General Liability . . . . . \$2,000,000
- 2) Motor Vehicle Liability Insurance . . . . . \$1,000,000
- 3) Professional Liability . . . . . \$1,000,000

If this Agreement remains in effect more than one (1) year from the date of its original execution, County may, at its sole discretion, require an increase in the amount of liability insurance to the level then customary in similar County agreements by giving sixty (60) days' notice to Contractor.

County and its officers, agents, employees and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that the insurance afforded thereby to County, its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy, and that if County or its officers and employees have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only. Said certificate(s) of insurance is (are) attached hereto and incorporated by reference herein as Attachment I.

In the event of the breach of any provision of this section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, County at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work pursuant to this Agreement.

7. **Non-Discrimination**

A. Section 504. Contractor shall comply with '504 of the Rehabilitation Act of 1973, which provides that no otherwise qualified handicapped individual shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of this contract .

B. General non-discrimination. No person shall, on the grounds of race, color, religion, ancestry, gender, age (over 40), national origin, medical condition (cancer), physical or mental disability, sexual orientation, pregnancy, childbirth or related medical condition, marital status, or political affiliation be denied any benefits or subject to discrimination under this agreement.

C. Equal employment opportunity. Contractor shall insure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this agreement. Contractor's equal employment policies shall be made available to County of San Mateo upon request.

D. Violation of non-discrimination provisions. Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including, but not limited to: i) termination of this Agreement; ii) disqualification of Contractor from bidding on or being awarded a County contract for a period of up to three (3) years; iii) liquidated damages of \$2,500 per violation; iv) imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this section, the County Manager shall have the authority to: i) examine Contractor's employment records with respect to compliance with this paragraph; ii) set off all or any portion of the amount described in this paragraph against amounts due to Contractor under the Contract or any other contract between Contractor and County.

Contractor shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission or any other entity charged with the investigation of allegations within thirty (30) days of such filing, provided that within such thirty (30) days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include the name of the complainant, a copy of such complaint, and a description of the circumstance. Contractor shall provide County with a copy of their response to the complaint when filed.

## 8. Equal Benefits

With respect to the provision of employee benefits, Contractor shall comply with the County Ordinance which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.

## 9. Assignments and Subcontracts

A. Without the written consent of the Director of Health Services or her designee, this Agreement is not assignable in whole or in part. Any assignment by Contractor without the written consent of the Director of Health Services or her designee is a breach of this Agreement and shall automatically terminate this Agreement.

B. Contractor shall not employ subcontractors or consultants to carry out the responsibilities undertaken pursuant to this contract without the written consent of the Director of Health Services or her designee.

C. All assignees, subcontractors, or consultants approved by the Director of Health Services or her designee shall be subject to the same terms and conditions applicable to Contractor under this Agreement, and Contractor shall be liable for the assignee's, subcontractor's, or consultant's acts and/or omissions.

D. All agreements between Contractor and subcontractor and/or assignee for services pursuant to this Agreement shall be in writing and shall be provided to County.

10. **Amendment of Agreement**

This Agreement and accompanying schedules is complete and contains all the terms and conditions agreed upon by the parties. No amendment shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement shall be binding on the parties hereto.

11. **Records**

A. Contractor agrees to provide to County, to any federal or state department having monitoring or reviewing authority, to County's authorized representatives and/or their appropriate audit agencies upon reasonable notice, access to and the right to examine and audit all records and documents necessary to determine compliance with relevant federal, state, and local statutes, rules and regulations, and this Agreement, and to evaluate the quality, appropriateness, and timeliness of services performed.

B. Contractor shall maintain and preserve all financial records relating to this Agreement for a period of four (4) years from the termination date of this Agreement, or until audit findings are resolved, whichever is greater.

12. **Compliance with Applicable Laws**

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable federal, state, county, and municipal laws, including, but not limited to, the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of handicap in programs and activities receiving any federal or county financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including, but not limited to, appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations.

13. **Interpretation and Enforcement**

A. Any notice, request, demand or other communication required or permitted

hereunder shall be deemed to be properly given when deposited in the United States mail, postage prepaid, or when deposited with a public telegraph company for transmittal, charges prepaid, addressed:

- 1) In the case of County, to:  
 San Mateo County Environmental Health  
 Attn: Liberty Cerezo  
 455 County Center, 4<sup>th</sup> Floor  
 Redwood City, CA 94463

or to such person or address as County may, from time to time, furnish to Contractor.

- 2) In the case of Contractor, to:  
 Dewey Pest Control  
 Attn: Richard Mayer  
 6300 3<sup>rd</sup> Street  
 San Francisco, California 94124

B. Controlling Law. The validity of this Agreement and of its terms or provisions, as well as the rights and duties of the parties hereunder, and the interpretation and performance of this Agreement, shall be governed by the laws of the State of California.

14. Merger Clause

This Agreement, including Exhibits "A" and "B", attached hereto and incorporated herein by reference, constitutes the sole Agreement of the parties hereto and correctly states the rights, duties, and obligations of each party as of this hereunto date. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications shall be in writing and signed by the parties. In the event of a conflict between the terms, conditions, or specifications set forth herein and those in Exhibits "A" and "B" attached hereto, the terms, conditions, or specifications set forth herein shall prevail.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

COUNTY OF SAN MATEO

DEWEY PEST CONTROL

By: \_\_\_\_\_  
 Jerry Hill, President  
 Board of Supervisors, San Mateo County

By: Richard Mayer  
 RICHARD MAYER

Date: \_\_\_\_\_

Date: 5-13-02

ATTEST:

By: \_\_\_\_\_  
 Clerk of Said Board

Date: \_\_\_\_\_

## SCHEDULE A

### SERVICES TO BE PERFORMED BY CONTRACTOR

Contractor shall provide rodent control treatment along specific natural drainage creeks, waterfronts, recreational areas and various San Mateo County facilities for a period of four (4) months.

#### **A. WORK SCHEDULE AND TYPE OF TREATMENT:**

Treatment shall consist of two (2) parts, I and II.

##### **Protective Bait Stations - Creeks - Part I:**

- a) Contractor shall install, starting with the month of **June**, a total of approximately **573** protective bait stations, each containing an eight (8) ounce paraffin bait block, along natural drainage creeks and areas in the amounts prescribed.
- b) Contractor shall conduct three follow-up inspections of the above installed bait stations at thirty (30) day intervals beginning with the month of July to replace as necessary consumed or deteriorated bait and to correct any deficiencies concerning the bait stations.
- c) Contractor shall remove all installed bait stations thirty (30) days after final inspection and obliterate colored dots marking location of bait stations.

##### **Coastal Rip-Rap - Part II:**

- a) Contractor shall make four (4) applications of two (2) ounce bait blocks to designated rip-rap areas as described in Part II.
- b) A total of forty (60) two (2) ounce bait blocks will be made at thirty (30) day intervals beginning with the month of **June**.

#### **B. MATERIALS AND EQUIPMENT**

Contractor shall provide tools, labor, materials and equipment necessary to carry out this contract. No alteration or substitution of the following materials shall occur without the written prior approval of the Vector Control Specialist.

##### **1. Rodenticide**

Two types of anticoagulant baits shall serve as the rodenticide for this program as specified below:

- a) Rodenticide, Part I:

Bromadiolone, an anticoagulant, shall serve as the rodenticide. The rodenticide shall be used in the form of a paraffin bait block, of the type manufactured by LiphaTech Inc. Bait blocks shall

consist of one eight-ounce (8 oz.) bait block and shall contain 0.005 percent (0.005%) bromadiolone per unit weight.

b) Rodenticide, Part II:

Contractor shall use bromadiolone, an anticoagulant, as the rodenticide. The rodenticide shall be used in the form of a paraffin bait block, of the type manufactured by Liphatech Inc. Bait blocks shall consist of one (1) two-ounce (2 oz.) bait block and shall contain 0.005 percent (0.005%) bromadiolone per unit weight.

Bait blocks are available from the manufacturer in one pound (1lb) scored blocks and one-ounce (1oz.) sizes packaged in ten pound (10 lb.) containers from: Liphatech Inc., 3101 West Custer Avenue, Milwaukee, WI 53209, telephone number: 1-800-558-1003.

Local Distributors:

Van Waters and Rodgers  
408-435-8700

Target Specialty Products  
408-293-6032

**Bait Station**

Contractor shall use a protective bait container constructed of SDR thirty-five (35) PVC pipe, twelve (12) inches in length and four (4) inches in diameter. This container shall be tightly fitted with a solid styrene cap on one end. On the other end, another styrene cap containing a 2 3/4-3 inch hole drilled on-center, shall be fitted to reduce the opening at this end.

In areas where extraordinary **safety precautions** are deemed necessary, **no** bait stations shall be installed.

**Caution Statement**

Contractor shall paint a cautionary statement on the side of each protective bait container that shall read:

Caution: Bromadiolone, Rat Bait  
Do Not Disturb  
Name of Pest Control Firm  
Phone Number of Pest Control Firm

Statement lettering shall be in **red** enamel paint and of letters not less than one-half (1/2) inch in height.

**Tie-Wire**

Contractor shall use only sixteen and one-half (16.5) gauge or heavier black annealed tie-wire to secure all bait stations.

**Stake**

Contractor shall use metal stakes of 3/8 inch diameter rebar, not less than twelve (12) inches in length, one (1) per bait station, to aid in securing the bait blocks and containers.



## **Paint**

Contractor shall use **red, yellow, green and white** enamel paint in aerosol containers for marking bait station locations.

Contractor shall use **blue** enamel paint if Contractor is informed his/her work is unsatisfactory and Contractor is required to redo his/her work.

## **C. METHOD OF BAIT INSTALLATION - PART I, CREEKS:**

Contractor shall use bait containers, tie-wires, rebar stakes, eight-ounce (8 oz) bait blocks and paint described in ITEM B, MATERIALS AND EQUIPMENT.

Contractor shall install all protective bait stations at approximately **equally spaced** intervals. The location for installation of the bait stations may be seen on a map available for inspection at the Office of the County Vector Control Specialist.

The exact installation site shall be selected by the Contractor and shall be entirely dependent upon the Contractor's observation of the conditions existing at each site. All bait stations must be located a safe distance above the high water line and every effort must be made to take advantage of natural vegetation so as to provide the greatest possible concealment from children. **Under no circumstances** shall bait stations be installed or placed in areas where children are known to play. In areas where it is obvious that children do not play, the bait stations must still be adequately concealed so as not to be conspicuous to the ordinary child. Contractor will not deface private improvements and will be required to exercise his judgment in a prudent manner regarding the location of bait stations.

Contractor shall make an excavation approximately twelve (12) inches long and not less than nine (9) inches deep in the levee, bank or shoreline approximately horizontal and perpendicular to the water channel. The protective bait container must be secured to the stake through a hole made in the center of the end cap of the bait container and then placed into this excavation and secured into the ground by the stake at the rear of the excavation. The open end of the container should face out and slightly downward. The tie-wire should be drawn tight, bringing the station to rest against the stake. The installation shall be completed by covering and tightly packing the station with earth so that only about one (1) to three (3) inches of the reduced open end of the container remains exposed.

Contractor shall mark the approximate location of each bait station in the field by painting a **red** colored dot approximately one (1) to two (2) inches in diameter on some plainly visible object such as a stone, boulder or tree. The painted dot shall be situated approximately ten (10) feet away from the bait station so as to designate its general but not specific location. One dot if the bait station is located on the same side or two dots if the bait station is located on the opposite creek bank.

Contractor shall remove any bait containers overlooked and not removed the previous year at the time of installation at no cost to the County. See also ITEM E, RECORD OF WORK TO BE SUBMITTED below.

#### **D. BAIT INSPECTION, REPLACEMENT, REINSTALLATION AND REMOVAL**

Contractor shall inspect at thirty (30) day intervals to determine the condition of the bait and to service and maintain the bait as required. The Contractor should be guided in his/her performance so as not to exceed the parameters as set forth in EXHIBIT B, ITEM C, COST SCHEDULE.

Contractor shall correct bait containers found to be inadequately secured, positioned, marked or concealed in conjunction with making the inspection. The correction shall be included in the inspection charge. An inspection fee shall be allowed for each bait station location inspected and will include making the aforesaid corrections.

Contractor shall use a **red** colored dot at the time of installation. At each subsequent inspection a different colored enamel paint must be applied over the preexisting markings as follows:

First inspection – **yellow**; Second inspection – **green**; Third inspection – **white**.

Once a colored dot is located (at time of installation) the same location shall be used for each subsequent inspection by affixing the appropriate color over the preexisting dot. At no time should the colored dot be greater than two (2) inches in diameter. If during an inspection conditions of the creek, levee or shoreline have changed and Contractor believes the relocation of the bait station is advisable, he/she may do so and must within two (2) days inform the Vector Control Specialist of the change in location. The Contractor will, however, make the relocation and obliterate the dot marking of the old location of the bait station at no additional cost to the County.

**Bait replacement** shall be made to all bait blocks which are found to be consumed or deteriorated at the equivalent of one-half (1/2) or more of their original weight. Bait which is judged to be no longer palatable to rodents shall also be replaced. A separate charge will be allowed in addition to the inspection for each bait block replacement. Bait blocks and containers found to be missing shall be reinstalled and a separate charge made for each **reinstallation**. Old bait taken from bait containers shall be removed from the treatment area by the Contractor and disposed of in a manner consistent with instructions on the label and in accordance with state and local regulations.

**Removal of bait stations:** Contractor shall **remove all bait stations** thirty (30) days after final inspection, and **obliterate** all colored dots marking location of the bait stations.

#### **E. RECORD OF WORK TO BE SUBMITTED**

The Contractor **must** maintain, while carrying out this program, a record (made in the field at the time work is performed) of the items listed below which **must** be submitted to the Vector Control Specialist (on the original field maps and Contractor's work summary sheet) within **two (2) working days** after completion of each phase of work, prior to billing. It is **absolutely essential** for Contractor to keep an accurate record of rodent activity found at each bait station. If rodent activity at each station is not reported on the maps and Contractor's work summary sheet furnished the Contractor, the work will be rejected and Contractor will be required to resubmit maps and Contractor's work summary sheet containing the required data.

**Contractor shall submit the following data:**

- a. Phase of work and dates performed.
- b. Number of bait stations installed. Designate the approximate position of each bait station in relation to other bait stations, the levee, shoreline, nearby streets, etc., on the maps provided.
- c. Number of bait blocks inspected and the percent consumption noted for each block.  
  
(1) ○ (black) - none            (2) ○ (blue) - 0-49%            (3) ○ (red) - 50-100%
- d. Number of bait replacements.
- e. Number of bait stations missing.
- f. Number of bait stations reinstalled.
- g. Number of bait stations removed (October).

The following symbols shall be used to record the above items on the special map provided. This information is essential and must be recorded by the individual who performs the work at the time the work is performed.

**Key and color code:**

- + (black) --            Bait station location
- ⊕ (black circle) --    Bait consumption rate (none)
- ⊕ (blue circle) --    Bait consumption rate (0-49%)
- ⊕ (red circle) --    Bait consumption rate (50-100%)
- / (red) - -            Bait stations missing

Example: ⊕ encircled in red indicates that an inspection was made revealing 50-100% bait consumption and that bait was replaced with a new block.

**F. CORRECTION OF DEFICIENCIES**

The Vector Control Specialist, or his/her representative, will inspect each phase of work upon receipt of the Contractor's records (field maps and Contractor's work summary sheet). In some instances, every bait station along a given creek, levee, or shoreline will be checked or a portion of the stations will be selected at random. Should any portion of the work not comply with these specifications, the entire phase of work will be rejected by the Vector Control Specialist until it is corrected.

During this reinspection, to be made at the Contractor's own expense, the Contractor will be required to respray the preexisting markings with **blue** enamel paint to facilitate inspection of the Contractor's reinspection of all his/her work.

Any and all reinspections by the Contractor necessitated by the rejection of the Contractor's work by the Vector Control Specialist will be made at the Contractor's own expense. In addition, Contractor

will pay to County an inspection fee for County's reinspection of Contractor's work. All work found by the Vector Control Specialist to be unsatisfactory will not be credited to Contractor. Contractor will not be given pro rata credit for materials used or labor for rejected work. Contractor must correct all deficiencies **within five (5) days** of notification.

If further reinspection (second reinspection) is necessary and this reinspection reveals that deficiencies still exist, the Vector Control Specialist shall notify the Contractor. The Contractor **will not** be given pro rata credit for materials used or labor expended on any bait station reinspected. The County may then call the performance bond and seek such other remedies as are available.

## **PART II. COASTAL RIP-RAP:**

Rodenticide: See ITEM B, MATERIALS AND EQUIPMENT, 1b, Rodenticide

All applications of two (2) ounce bait blocks shall be performed in the presence of the Vector Control Specialist or his/her representative. Under no circumstances will Contractor's work designated in Part II be approved unless Contractor complies with this provision.

Contractor shall make four (4) applications, each consisting of seventy (70) two (2) ounce bait blocks, at thirty (30) day intervals to the rip-rap areas marked green on the map. All bait blocks shall be inserted at the approximate interval of one bait block every twenty (20) linear feet into rock cavities, under debris accumulations or in rodent burrows, so as to render the bait accessible to rats but inaccessible to humans and domestic pets. All specifications designated in ITEM E, RECORD OF WORK TO BE SUBMITTED and ITEM F, CORRECTION OF DEFICIENCIES apply for all work performed in Part II.

## **G. LICENSES**

Contractor shall possess a **Qualified Applicator License**, (issued by the State of California, Department of Pesticide Regulation, Pesticide Enforcement Branch), in at least one of the following categories: Category A, (*Residential, Industrial and Institutional*); Category B, (*Landscape Maintenance*); Category G, (*Regulatory*); or Category K, (*Health Related*), in force during the performance of all work under this Agreement.

**Contractor shall submit a copy of said license to County prior to commencing work.**

## **H. PERMITS, NOTICES AND COMPLIANCE WITH THE LAW**

The Contractor shall be responsible for obtaining all permits necessary to work within the public right-of-way.

The Contractor shall give all notices required by law and comply with all laws, ordinances, rules and regulations pertaining to the conduct of the work. The Contractor shall be liable for all violations of the law in connection with work furnished by the Contractor.

If the Contractor observes that the specifications are at variance with any law, ordinance, rule or regulation, Contractor shall promptly notify County in writing and any necessary changes shall be made by written instruction or change order.

If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations and without giving such notice to County, the Contractor shall bear all costs arising therefrom.

#### **I. REVIEW AND APPROVAL OF WORK**

All work shall be performed to the satisfaction of the Vector Control Specialist of the Office of Environmental Health, San Mateo County Department of Health Services, 455 County Center, 4<sup>th</sup> floor, Redwood City, CA 94063, (650) 363-4305.

Prior to commencing work, it shall be incumbent upon the Contractor to meet with the Vector Control Specialist to avoid any misunderstanding of the provisions, specifications and the manner in which all work is to be performed under this Agreement. Failure to do so shall place upon the Contractor the burden of proof of unavoidable misinterpretation or mistake.

#### **J. PUBLIC SAFETY AND CONVENIENCE**

The Contractor shall at all times conduct his/her work so as to insure the least possible obstruction to traffic and inconvenience to the general public and the residents in the vicinity of the work, and to insure the protection of persons and property.

#### **K. BONDS**

The Contractor shall furnish to the County of San Mateo a satisfactory surety bond in the amount of one hundred percent (100%) of the contract price as a security for faithful performance of the work including the payment of all persons furnishing materials and performing labor on the work.

Such bond must be executed by a duly licensed surety company which is listed in the latest Form 356 of the United States Treasury Department as being acceptable as surety on federal bonds. No surety's liability on the bond or bonds shall exceed the underwriting limitations for the respective surety specified in Form 356.

#### **L. SUBSTANTIAL CHANGE IN A SITE TO BE INSPECTED**

The County reserves the right, at its discretion, to cancel any and all remaining and incomplete work when such cancellation is necessary as a consequence of a substantial change in the site to be serviced by the Contractor. Substantial change in the site to be serviced shall also include any construction, improvements, or repairs which are made that either prevent or make impractical further performance by the Contractor and shall include any change as a result of fire, flood or unforeseeable natural events.

## SCHEDULE B

### AMOUNT AND METHOD OF PAYMENT

In full consideration of the work to be performed by Contractor and subject to the provisions of this agreement, County shall pay Contractor in the manner described below.

Contractor is required to bill separately for all work performed in the County of San Mateo.

Progress payments will be made to the Contractor after each inspection cycle upon submittal by the Contractor of detailed invoices for the work completed.

**Invoices shall itemize the work performed according to SCHEDULE OF PROPOSED ITEMS.**

**Invoices shall be sent to the Vector Control Specialist, for verification and approval.** The Vector Control Specialist will forward the approved invoices for payment. **Only invoices which bear the signed approval of the Vector Control Specialist will be paid.**

Invoices shall be sent to:

County of San Mateo  
Division of Environmental Health  
Attn: Liberty Cerezo, Vector Control Specialist  
455 County Center, 4<sup>th</sup> Floor  
Redwood City, CA 94063-1663

The total payment for services of Contractor under this Agreement **shall not exceed** costs as itemized in Agreement. County shall have the right to withhold payment if the County determines that the quality of work performed is unacceptable to the Vector Control Specialist.

### **COST SCHEDULE**

Item No.	Description	Inspection	Quantity	Unit	Unit Price	Total
PART I 1.	Installation	June	573	Bait Station	15.00	8595.00
2.	First Inspection	July	573	Bait Station	12.00	6876.00
3.	Second Inspection	August	573	Bait Station	12.00	6876.00
4.	Third Inspection	September	573	Bait Station	12.00	6876.00
5.	Bait Replacement		1000	8oz. Block	1.85	1850.00
6.	Reinstallation of Bait Station		250	Bait Station	15.00	3750.00
7.*	Removal of Stations	October	573	Bait Station	N/A	N/A
PART II 8.	Rip-Rap	June	70	2oz. Block	6.00	420.00
9.	Rip-rap	July	70	2oz. Block	6.00	420.00
10	Rip-rap	August	70	2oz. Block	6.00	420.00
11	Rip-rap	September	70	2oz. Block	6.00	420.00
					TOTAL	\$36,503.00

COUNTY OF SAN MATEO

Equal Benefits Compliance Declaration Form

I Vendor Identification

Name of Contractor: DEWEY PEST CONTROL
Contact Person: RICHARD MAYER
Address: 6300 3rd St. SAN FRANCISCO, CA. 94124
Phone Number: 415-468-6660 Fax Number: 415-468-5160

II Employees

Does the Contractor have any employees? [X] Yes \_\_\_ No
Does the Contractor provide benefits to spouses of employees? [X] Yes \_\_\_ No

\*If the answer to one or both of the above is no, please skip to Section IV.\*

III Equal Benefits Compliance (Check one)

- [X] Yes, the Contractor complies by offering equal benefits, as defined by Chapter 2.93, to its employees with spouses and its employees with domestic partners.
[ ] Yes, the Contractor complies by offering a cash equivalent payment to eligible employees in lieu of equal benefits.
[ ] No, the Contractor does not comply.
[ ] The Contractor is under a collective bargaining agreement which began on \_\_\_ (date) and expires on \_\_\_ (date).

IV Declaration

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

Executed this 10 day of May, 2002 at Paradise, Ca. (City) (State)

Ron Pelham
Signature
President
Title

RON PELHAM
Name (Please Print)
2556428-7
Contractor Tax Identification Number