

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND
DEWEY PEST CONTROL**

THIS AGREEMENT, entered into this _____ day of _____, 2005, 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, 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;

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

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

1. Exhibits and Attachments

The following exhibits and attachments are included hereto and incorporated by reference herein:

Exhibit A—Services

Exhibit B—Payments and rates

Attachment I

2. Services to be performed by Contractor

In consideration of the payments set forth herein and in Exhibit "B," Contractor shall perform services for County in accordance with the terms, conditions and specifications set forth herein and in Exhibit "A."

3. Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein and in Exhibit "A," County shall make payment to Contractor based on the rates and in the manner specified in Exhibit "B." The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable. In no event shall the County's total fiscal obligation under this Agreement exceed ONE HUNDRED SEVENTEEN THOUSAND FIVE HUNDRED EIGHTY FIVE DOLLARS (\$117,585).

4. Term and Termination

Subject to compliance with all terms and conditions, the term of this Agreement shall be from June 1, 2005, through October 31, 2007.

This Agreement may be terminated by Contractor, the Director of Health Department or his/her designee at any time without a requirement of good cause upon thirty (30) days' written notice to the other party.

In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereafter referred to as materials) prepared by Contractor under this Agreement shall become the property of the County and shall be promptly delivered to the County. Upon termination, the Contractor may make and retain a copy of such materials. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that portion of the full payment which is determined by comparing the work/services completed to the work/services required by the Agreement.

5. Availability of Funds

The County may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon unavailability of Federal, State, or County funds, by providing written notice to Contractor as soon as is reasonably possible after the county learns of said unavailability of outside funding.

6. Relationship of Parties

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent Contractor and not as an employee of the County and that Contractor acquires none of the rights, privileges, powers, or advantages of County employees.

7. 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, (C) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended, 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.

8. Assignability and Subcontracting

Contractor shall not assign this Agreement or any portion thereof to a third party or subcontract with a third party to provide services required by contractor under this Agreement without the prior written consent of County. Any such assignment or subcontract without the County's prior written consent shall give County the right to automatically and immediately terminate this Agreement.

9. Insurance

The Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this paragraph has been obtained and such insurance has been approved by Risk Management, and Contractor shall use diligence to obtain such issuance and to obtain such approval. The Contractor shall furnish the Department/Division with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending the Contractor's coverage to include the contractual liability assumed by the 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 Department/Division of any pending change in the limits of liability or of any cancellation or modification of the policy.

(1) **Worker's Compensation and Employer's Liability Insurance** The Contractor shall have in effect during the entire life of this Agreement Workers' Compensation and Employer's Liability Insurance providing full statutory coverage. In signing this Agreement, the Contractor certifies, as required by Section 1861 of the California Labor Code, that it is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Worker's 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.

(2) **Liability Insurance** The 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/her 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 contractors operations under this Agreement, whether such operations be by himself/herself or by any sub-contractor 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 be not less than the amount specified below.

Such insurance shall include:

- | | |
|---|-------------|
| (a) Comprehensive General Liability | \$1,000,000 |
| (b) Motor Vehicle Liability Insurance | \$1,000,000 |
| (c) Professional Liability | \$1,000,000 |

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 the County, its officers, agents, employees and servants shall be primary insurance to the full limits of liability of the policy, and that if the 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.

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, the County of San Mateo 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.

10. Compliance with laws; payment of Permits/Licenses

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, Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended, and the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, as amended and attached hereto and incorporated by reference herein as Attachment "I," 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.

In the event of a conflict between the terms of this agreement and State, Federal, County, or municipal law or regulations, the requirements of the applicable law will take precedence over the requirements set forth in this Agreement.

Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

11. Non-Discrimination

- A. *Section 504 applies only to Contractor who are providing services to members of the public.* 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 Agreement.
- 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 ensure 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 the Contractor from bidding on or being awarded a County contract for a period of up to 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 examine Contractor's employment records with respect to compliance with this paragraph and/or to 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 30 days of such filing, provided that within such 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.

- E. *Compliance with Equal Benefits Ordinance.* 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.
- F. Where applicable, the Contractor shall comply fully with the non-discrimination requirements required by 41 CFR 60-741.5(a), which is incorporated herein as if fully set forth.

12. Retention of Records, Right to Monitor and Audit

(a) Contractor shall maintain all required records for three (3) years after the County makes final payment and all other pending matters are closed, and shall be subject to the examination and/or audit of the County, a Federal grantor agency, and the State of California.

(b) Reporting and Record Keeping: Contractor shall comply with all program and fiscal reporting requirements set forth by appropriate Federal, State and local agencies, and as required by the County.

(c) Contractor agrees to provide to County, to any Federal or State department having monitoring or review authority, to County's authorized representatives, and/or their appropriate audit agencies upon reasonable notice, access to and the right to examine 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.

13. Merger Clause

This Agreement, including the Exhibits 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 document's 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.

14. Controlling Law

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

15. Notices

Any notice, request, demand, or other communication required or permitted hereunder shall be deemed to be properly given when deposited in the United State mail, postage prepaid, or when deposited with a public telegraph company for transmittal, charges prepaid, addressed to:

In the case of County, to:

San Mateo County Environmental Health
Attn: Liberty Cerezo
455 County Center, 4th Floor
Redwood City, CA 94063

In the case of Contractor, to:

Dewey Pest Control
Attn: Richard Mayer
6300 3rd Street
San Francisco, CA 94124

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

COUNTY OF SAN MATEO

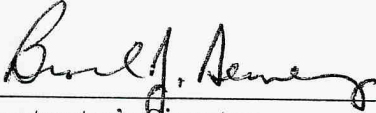
By: _____
Richard S. Gordon
President, Board of Supervisors

Date: _____

ATTEST:

By: _____
Clerk of Said Board

DEWEY PEST CONTROL



Contractor's Signature

Date: MAY 16 2005

EXHIBIT A

RODENT CONTROL PROGRAM SPECIFICATIONS CREEKS-COASTAL RIP RAP

Detailed description of services to be performed by Contractor.

Purpose: To provide rodent control treatment along specific natural drainage creeks, waterfronts, recreational areas and various County facilities for a period of three years starting June 2005 through October 2007.

WORK SCHEDULE AND TYPE OF TREATMENT:

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

Protective Bait Stations - Creeks-Part I:

Installing each June of the contract period (starting June 2005), a total of 573 protective bait stations, each containing an eight (8) ounce paraffin bait block, along natural drainage creeks and areas in the locations indicated on maps available for inspection at the Office of the County Vector Control Specialist. Copies of these maps will be provided by the County to the Contractor upon the award of the contract.

Conducting three follow-up inspections per year 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. For the purpose of this contract, a deficiency includes, but is not limited to vandalism, missing or damaged bait stations.

Removing all installed bait stations in the month of October of each contract period and obliterating colored dots marking location of bait stations.

Coastal Rip-Rap-Part II:

Conducting four (4) applications of two-ounce (2 oz.) bait blocks each year to designated rip-rap areas specifically along Miramar Beach located in unincorporated Half Moon Bay.

Sixty (60) two-ounce (2 oz.) bait blocks will be applied at thirty (30) day intervals beginning with the month of June of each year of the contract and continue every month thereafter until the month of September.

Contractor shall apply bait in the presence of the Vector Control Specialist or his/her representative. Contractor shall notify the Vector Control Specialist or his/her representative to schedule each event at least two (2) weeks prior to application.

MATERIALS AND EQUIPMENT

All tools, labor, materials and equipment necessary to carry out this program are to be provided by the Contractor. No alteration or substitution of materials shall occur without the written approval of the Vector Control Specialist.

Rodenticide

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

Rodenticide-Creeks-Part I:

Bromodiolone, 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%) bromodiolone per unit weight.

Rodenticide-Rip Rap-Part II:

Bromodiolone, 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 consists of one pound (1 lb) scored blocks, packaged in ten pound (10 lb.) containers.

Manufacturer: LiphaTech Inc., 3600 W. Elm, Milwaukee, WI. 53209
Telephone number 1-888-331-7900

Local Distributors: Van Waters and Rodgers 408-435-8700
Target Specialty Products 408 293-6032

Bait Station

The protective bait station shall be 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 ¾ - 3 inch hole drilled on center, shall be fitted to reduce the opening at this end.

Caution Statement

A cautionary statement shall be painted on the side of each protective bait container that shall read:

Caution: Bromodiolone 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 line height.

Tie Wire

Gauge or heavier black annealed tie-wire shall be used to secure all bait stations.

Stake

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

Paint

Red, yellow, green and white enamel paint in aerosol containers will be required for marking bait locations.

Blue enamel paint will be required if Contractor is informed his/her work is unsatisfactory and Contractor is required to redo his/her work.

METHOD OF BAIT INSTALLATION

Part I-CREEKS

Bait containers, tie-wires, rebar stakes, eight-ounce (8 oz.) bait blocks and paint described in MATERIALS AND EQUIPMENT will be utilized.

All protective bait stations shall be installed at approximately equally spaced intervals. The location for installation of the bait stations may be seen on 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 water line and every effort must be made to take advantage of natural vegetation, etc., 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, etc.

An excavation approximately twelve (12) inches long and not less than nine (9) inches deep shall be made in the levee, bank or shoreline approximately horizontal and perpendicular to the water channel. The bait block with the "Caution" tag must be secured to the stake through a hole made in the center or 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.

The approximate location of each bait station shall be marked in the field by the contractor 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.

Any bait containers overlooked and not removed the previous year shall be removed by the Contractor at the time of installation at no cost to the County. See also RECORD OF WORK to be submitted infra.

Part II-COASTAL RIP RAP

Four (4) applications, each consisting of sixty (60) two (2) ounce bait blocks, shall be made at thirty (30) day intervals to the rip rap areas. All bait blocks shall be inserted at the approximate interval of one (1) block every twenty (20) linear feet into raw cavities, so as to render the bait accessible to rats but inaccessible to humans or domestic pets.

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

BAIT INSPECTION, REPLACEMENT, REINSTALLATION AND REMOVAL

Inspections shall be made at thirty (30) day intervals as specified in WORK AND SCHEDULE AND TYPE OF TREATMENT to determine the condition of the bait and to service and maintain the bait as required-see METHOD OF BAIT INSTALLATION supra. The Contractor should be guided in his/her performance so as not to exceed the parameters set out in the SCHEDULE OF PROPOSED ITEMS. Contractor will not be paid for unauthorized work performed. If County desires additional work to be done by the Contractor, County will request such additional work by written change order.

Bait containers found to be inadequately secured, positioned, marked or concealed shall be corrected by Contractor 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.

A red colored dot is to be used 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; and Third inspection – white.

Once a colored dot is located (at time of inspection) 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 and a separate charge made for each reinstallation. Contractor is again advised not to exceed the parameters set out in the SCHEDULE OF PROPOSED ITEMS. Contractor will not be paid for unauthorized work performed. If County desires additional work to be performed by Contractor, County will request such additional work by written change of order. 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: Thirty (30) days after final inspection, Contractor will remove all bait stations and obliterate all colored dots marking the location of the bait stations. Contractor shall not bill County for this work and should include cost for this work in the SCHEDULE OF PROPOSED ITEMS.

RECORD OF WORK TO BE SUBMITTED

The Contractor must maintain, while carrying out this program, a record (made in the field at time of work 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 (see Required Data infra). If rodent activity at each station is not reported on the maps and Contractor's work summary sheets, the work will be rejected and Contractor will be required to resubmit maps and Contractor's work summary sheet containing the required data. (see CORRECTION OF DEFICIENCIES below)

Required Data:

Phase of work and dates performed.

Number of bait stations installed. Designate the approximate position of each bait station in relation to other stations, the levee, shoreline, nearby streets, etc., on the maps provided.

Number of bait blocks inspected and the percent consumption noted for each block.

Number of bait replacements.

Number of bait stations missing.

Number of bait stations reinstalled.

Number of bait stations removed (October).

The following symbols shall be used to record the above items on the maps 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 addition symbol)	Bait station location
⊕	(black circle)	-- Bait consumption rate (none)
⊕	(blue circle)	-- Bait consumption rate (0-49%)
⊕	(red circle)	-- Bait consumption rate (50-100%)
/	(red slash)	- 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.

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.

Therefore, it would benefit the Contractor should Contractor be notified by the Vector Control Specialist or his/her representative that certain deficiencies need correcting, to reinspect all the work and expeditiously correct all deficiencies to insure that no deficiencies exist.

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. All work found by the Vector Control Specialist to be unsatisfactory will not be credited to the Contractor. Contractor will not be given pro rata credit for materials used or labor expended for rejected work.

All deficiencies must be corrected 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 County may then call the performance bond and seek such other remedies as are available.

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. Contractor will inform the County if the license expires, is revoked or otherwise becomes invalid.

PERMITS, NOTICES AND COMPLIANCE WITH THE LAW

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

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

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, 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.

PUBLIC

SAFETY AND CONVENIENCE

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.

BONDS

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.

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.

EXCLUSION OF SUBCONTRACTORS

No portion of the work pertaining to this program shall be performed by a subcontractor or any other persons other than the Contractor and his/her employees. The Contractor is to provide services to the County as an independent contractor and not as an employee of the County.

EXHIBIT 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 submission of a detailed invoice for the work completed.

Invoices shall itemize the work performed according to attached 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
Department of Environmental Health
Attn: Liberty Cerezo, Vector Control Specialist
455 County Center, 4th floor
Redwood City, Ca. 94063

The total payment for services of Contractor under this Agreement shall not exceed the 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.

**SCHEDULE OF PROPOSED ITEMS
PER YEARLY CONTRACT PERIOD
FOR THE COUNTY OF SAN MATEO
RODENT CONTROL PROGRAM
CREEKS AND COASTAL RIP RAP**

CREEKS:

Item No.	Description	Inspection Date	Quantity	Unit	Unit Price	Total
1.	Installation of Bait Stations	June	573	Bait Station	16.00	9168.00
2.	First Inspection	July	573	Bait Station	13.00	7449.00
3.	Second Inspection	August	573	Bait Station	13.00	7449.00
4.	Third Inspection	September	573	Bait Station	13.00	7499.00
5.	Bait Replacement		1000	8oz. Block	2.00	2000.00
6.	Reinstallation of Bait Station		250	Bait Station	16.00	4000.00
7.	Removal of Bait Stations	October	573	Bait Station	N/A	N/A

TOTAL \$37515.00

RIP-RAP

Item No.	Description	Inspection Date	Quantity	Unit	Unit Price	Total
1.	Application	June	60	2 oz. Block	7.00	420.00
2.	Application	July	60	2 oz. Block	7.00	420.00
3.	Application	August	60	2 oz. Block	7.00	420.00
4.	Application	September	60	2 oz. Block	7.00	420.00

TOTAL \$1,680.00

Attachment I

(Required only from Contractors who provide services directly to the Public on County's behalf.)

Assurance of Compliance with Section 504 of the
Rehabilitation Act of 1973, as Amended

The undersigned (hereinafter called the "Contractor(s)") hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended, all requirements imposed by the applicable DHHS regulation, and all guidelines and interpretations issued pursuant thereto.

The Contractor(s) gives/give this assurance in consideration of and for the purpose of obtaining contracts after the date of this assurance. The Contractor(s) recognizes/recognize and agrees/agree that contracts will be extended in reliance on the representations and agreements made in this assurance. This assurance is binding on the Contractor(s), its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Contractor(s).

The Contractor(s): (Check a or b)

- a. ☐ employs fewer than 15 persons.
- b. ☒ employs 15 or more persons and, pursuant to Section 84.7 (a) of the regulation (45 C.F.R. 84.7 (a)), has designated the following person(s) to coordinate its efforts to comply with the DHHS regulation.

GEORGE HOWES, DIRECTOR OF HUMAN RESOURCES

Name of 504 Person - Type or Print

DEWEY PEST CONTROL

Name of Contractor(s) - Type or Print

1250 E. GRAND AVE.

Street Address or PO Box

ARROYO GRANDE, CA 93420

City

State

Zip Code

I certify that the above information is complete and correct to the best of my knowledge.

MAY 16 2005

Date

Bruce J. Dewey, VICE PRESIDENT

Signature and Title of Authorized Official

*Exception: DHHS regulations state that:

"If a recipient with fewer than 15 employees finds that, after consultation with a handicapped person seeking its services, there is no method of complying with (the facility accessibility regulations)...other than making a significant alteration in its existing facilities, the recipient may, as an alternative, refer the handicapped person to other providers of those services that are accessible."