

**SUBMITTAL TO THE BOARD OF DIRECTORS
REGIONAL PARK AND OPEN SPACE DISTRICT
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

839



FROM: Regional Park and Open-Space District

SUBMITTAL DATE:

08/06/15

SUBJECT: Approval of Agreement for Pest Control Services; All Districts; [\$257,612]; District Operating Fund 25400; CEQA Exempt

RECOMMENDED MOTION: That the Board of Directors:

1. Find that the Agreement for Pest Control Services is exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Sections 15061(b)(3), and 15060(c)(2);
2. Approve the Service Agreement for Pest Control Services between the District and the Animal Pest Management Services, Inc for services at eight (8) District sites – Lake Skinner, Lake Cahuilla, Rancho Jurupa, Bogart, Louis Rubidoux, Jensen Alvarado Ranch, Kabian, District Headquarters – and as-needed services for other sites not included, for a one (1) year term period with four 1-year options to renew and for a not-to-exceed annual amount of fifty thousand dollars (\$50,000) plus CPI increases;
3. Authorize the Chairman of the Board to execute the Agreement on behalf of the District;

BACKGROUND:

Summary

(continued on page 2)


Scott Bangle
General Manager

2016-006D

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 50,000	\$ 50,750	\$ 257,612	\$ 0	Consent <input type="checkbox"/> Policy <input type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	

SOURCE OF FUNDS: District Operating Fund 25400	Budget Adjustment: NO
	For Fiscal Year: 2015/16

C.E.O. RECOMMENDATION:

APPROVE

BY: 
Alex Gann

County Executive Office Signature

MINUTES OF THE BOARD OF DIRECTORS

- Positions Added
- Change Order
- A-30
- 4/5 Vote

Prev. Agn. Ref.:

District: ALL

Agenda Number:

**DISTRICT
13-4D**

FORM APPROVED COUNTY 8/5/15
BY: JAMES E. BROWN
Departmental Concurrence

SUBMITTAL TO THE BOARD OF DIRECTORS, REGIONAL PARK AND OPEN SPACE DISTRICT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA FORM 11: Approval of Agreement for Pest Control Services; All Districts; [\$257,612]; District Operating Fund 25400; CEQA Exempt.

DATE: 08/06/15

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RECOMMENDED MOTION: (continued)

4. Authorize the Purchasing Agent to exercise the option to renew for up to four (4) additional one-year periods and sign any ministerial amendments to extend the agreement in one year increments;
5. Direct the Clerk of the Board to file the Notice of Exemption with the County Clerk within five (5) working days of approval by this Board; and
6. Direct the Clerk of the Board to return four (4) copies of the executed Agreement to the District.

BACKGROUND:

Summary (continued)

The owner of the Park District's longtime pest control vendor, Wildlife Pest Management, is retiring and closing the business. The District solicited bids for comprehensive services for eight (8) District sites – Lake Skinner, Lake Cahuilla, Rancho Jurupa, Bogart, Kabian, Jensen Alvarado Ranch, Louis Rubidoux Nature Center, and District Headquarters – and as-needed services for all other locations. The District sites listed above have a large ground squirrel and/or gopher population which needs to be controlled for user safety and public health reasons. The District also has a public safety duty to control and relocate snakes, rats, bees, coyotes, raccoons, skunks, and other types of rodents.

Impact on Citizens and Businesses

The new contract price is comparable to current contract prices. The contract is a replacement for current similar work being performed and will allow for uninterrupted services at a lower cost.

County Counsel has approved as to form.

CEQA Information

The District has determined that this contract is exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Sections 15061(b)(3), and 15060(c)(2); The activity will not result in a direct or reasonably foreseeable indirect physical change in the environment; and It can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment.

Supplemental: (additional Fiscal Info if applicable)

The average change in CPI for Riverside County over the past five years is 1.5%. Applying this rate for the second through fifth years of the contract, costs to be paid from the District's Community Parks & Centers Fund 25600 are estimated to be as follows:

Year 1	\$50,000
Year 2	\$50,750
Year 3	\$51,511
Year 4	\$52,283
Year 5	\$53,068
TOTAL:	\$257,612

**SUBMITTAL TO THE BOARD OF DIRECTORS, REGIONAL PARK AND OPEN SPACE DISTRICT,
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA FORM 11: Approval of Agreement for Pest Control
Services; All Districts; [\$257,612]; District Operating Fund 25400; CEQA Exempt.**

DATE: 08/06/15

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Contract History and Price Reasonableness

The solicitation was published (advertised) on the Public Purchase web site. Nine firms attended the pre-bid with three firms responding to the bid. The low bidder, Prime Integrated Pest Management Inc., is considered non-responsive/responsible based on lack of required years in similar business and not having provided services of similar size and scope of contract. Therefore, it is recommended that the second lowest bid with Animal Pest Management Inc., be considered the lowest responsive and responsible bid. The initial contract is for one year with four additional year options in one-year increments, based upon satisfactory performance.

The base bid for the eight locations is \$35,940.00. The solicitation divided the as-needed services component into two types of services and four regions. The as-needed services are considered additional services not included in the annual cost. It is recommended that the contract price be increased by \$14,060.00 to provide staff flexibility and timeliness in making decisions in the field for additional services if needed.

Attachments:

Professional Service Agreement for Pest Control Services

CEQA Notice of Exemption

PROFESSIONAL SERVICE AGREEMENT

for

PEST CONTROL SERVICES

Between

RIVERSIDE COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT

and

ANIMAL PEST MANAGEMENT SERVICES INC.



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This Agreement, made and entered into this ____ day of _____, 2015, by and between **ANIMAL PEST MANAGEMENT SERVICES INC.**, a California corporation (herein referred to as "CONTRACTOR"), and the **RIVERSIDE COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT**, a special District, (herein referred to as "DISTRICT"). The parties agree as follows:

1. Description of Services

1.1 CONTRACTOR shall provide all services as outlined and specified in Exhibit 'A', Scope of Services, at the prices stated in Exhibit 'B', Cost Summary.

1.2 CONTRACTOR represents that it has the skills, experience, and knowledge necessary to perform under this Agreement and the DISTRICT relies upon this representation. CONTRACTOR shall perform to the satisfaction of the DISTRICT and in conformance to and consistent with the highest standards of firms/professionals in the same discipline in the State of California.

1.3 CONTRACTOR affirms this it is fully apprised of all of the work to be performed under this Agreement; and the CONTRACTOR agrees it can properly perform this work at the prices stated in Exhibit B. CONTRACTOR is not to perform services or provide products outside of the Agreement.

1.4 Acceptance by the DISTRICT of the CONTRACTOR's performance under this Agreement does not operate as a release of CONTRACTOR's responsibility for full compliance with the terms of this Agreement.

2. Period of Performance

This Agreement shall be effective upon signature of this Agreement by both parties and continue in effect for one (1) year, with the option to renew up to four (4) additional one-year periods, for a total of five (5) years, unless terminated earlier. CONTRACTOR shall commence performance upon signature of this Agreement by both parties and shall diligently and continuously perform thereafter. The Riverside County Regional Park and Open Space District's Board of Director's is the only authority that may obligate the District for a non-cancelable multi-year agreement.

3. Compensation

3.1 The DISTRICT shall pay the CONTRACTOR for services performed, products provided and expenses incurred in accordance with the terms of Exhibit 'B', Cost Summary. Maximum payments by DISTRICT to CONTRACTOR shall not exceed Fifty Thousand Dollars (\$50,000.00) annually including all expenses. The DISTRICT is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products. Unless otherwise specifically stated in Exhibit 'B', Cost Summary, DISTRICT shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.

3.2 No price increases will be permitted during the first year of this Agreement. All price decreases (for example, if CONTRACTOR offers lower prices to another governmental entity) will

automatically be extended to the DISTRICT. The DISTRICT requires written proof satisfactory to DISTRICT of cost increases prior to any approved price adjustment. After the first year of the award, a minimum of 30-days advance notice in writing is required to be considered and approved by DISTRICT. No retroactive price adjustments will be considered. Any price increases must be stated in a written amendment to this Agreement. The net dollar amount of profit will remain firm during the period of the Agreement. Annual increases shall not exceed the Consumer Price Index- All Consumers, All Items - Greater Los Angeles, Riverside and Orange County areas \and be subject to satisfactory performance review by the DISTRICT and approved (if needed) for budget funding by the Board of Directors.

3.3 CONTRACTOR shall be paid only in accordance with an invoice submitted to DISTRICT by CONTRACTOR within fifteen (15) days from the last day of each calendar month, and DISTRICT shall pay the invoice within thirty (30) working days from the date of receipt of the invoice. Payment shall be made to CONTRACTOR only after services have been rendered or delivery of materials or products, and acceptance has been made by DISTRICT. Prepare invoices in duplicate. For this Agreement, send the original and duplicate copies of invoices to:

Riverside County Regional Park and Open-Space District
Attn: Finance
4600 Crestmore Road, Jurupa Valley, CA 92509
OR: Email invoices to: parcs-finance@rivcoparks.org

- a) Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; bill-to and ship-to addresses of ordering department/division; Agreement number PKARC-119A; quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.
- b) Invoices shall be rendered monthly in arrears.

3.4 The DISTRICT obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of DISTRICT funding from which payment can be made. No legal liability on the part of the DISTRICT shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason, DISTRICT shall immediately notify CONTRACTOR in writing; and this Agreement shall be deemed terminated, have no further force, and effect.

4. Alteration or Changes to the Agreement

4.1 The Board of Directors are the only authorized DISTRICT representatives who may at any time, by written order, alter this Agreement. If authorized by the Board of Directors, the Purchasing Agent may exercise the option to extend the term period pursuant to the terms of this Agreement and execute amendments to effect the term period extensions. If any such alteration causes an increase or

decrease in the cost of, or the time required for the performance under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified by written amendment accordingly.

4.2 Any claim by the CONTRACTOR for additional payment related to this Agreement shall be made in writing by the CONTRACTOR within 30 days of when the CONTRACTOR has or should have notice of any actual or claimed change in the work, which results in additional and unanticipated cost to the CONTRACTOR. If the DISTRICT Purchasing Agent decides that the facts provide sufficient justification, may authorize additional payment to the CONTRACTOR pursuant to the claim. Nothing in this section shall excuse the CONTRACTOR from proceeding with performance of the Agreement even if there has been a change.

5. Termination

5.1. DISTRICT may terminate this Agreement without cause upon 30 days written notice served upon the CONTRACTOR stating the extent and effective date of termination.

5.2 CONTRACTOR may terminate this Agreement without cause upon 180 days written notice served upon the DISTRICT stating the intent and effective date of termination. CONTRACTOR will return funds to DISTRICT on a pro-rata basis, if applicable.

5.3 DISTRICT may, upon five (5) days written notice terminate this Agreement for CONTRACTOR's default, if CONTRACTOR refuses or fails to comply with the terms of this Agreement or fails to make progress that may endanger performance and does not immediately cure such failure. In the event of such termination, the DISTRICT may proceed with the work in any manner deemed proper by DISTRICT.

5.4 After receipt of the notice of termination, CONTRACTOR shall:

- (a) Stop all work under this Agreement on the date specified in the notice of termination; and
- (b) Transfer to DISTRICT and deliver in the manner as directed by DISTRICT any materials, reports or other products, which, if the Agreement had been completed or continued, would have been required to be furnished to DISTRICT.

5.5 After termination, DISTRICT shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement.

5.6 CONTRACTOR's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability for any reason whatsoever to perform the terms of this Agreement. In such event, CONTRACTOR shall not be

entitled to any further compensation under this Agreement.

5.7 CONTRACTOR is not debarred from the System for Award Management (SAM). If the Agreement is federally or State funded, CONTRACTOR must notify the DISTRICT immediately of a debarment. Reference: System for Award Management (SAM) at <https://www.sam.gov> for Central Contractor Registry (CCR), Federal Agency Registration (Fedreg), Online Representations and Certifications Application, and Excluded Parties List System (EPLS)). Excluded Parties Listing System (EPLS) (<http://www.epls.gov>) (Executive Order 12549, 7 CFR Part 3017, 45 CFR Part 76, and 44 CFR Part 17). The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS.

5.8 The rights and remedies of DISTRICT provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

6. Ownership/Use of Contract Materials and Products

The CONTRACTOR agrees that all materials, reports or products in any form, including electronic, created by CONTRACTOR for which CONTRACTOR has been compensated by DISTRICT pursuant to this Agreement shall be the sole property of the DISTRICT. The material, reports or products may be used by the DISTRICT for any purpose DISTRICT deems to be appropriate, including, but not limit to, duplication and/or distribution within the DISTRICT or to third parties. CONTRACTOR agrees not to release or circulate in whole or part such materials, reports, or products without prior written authorization of the DISTRICT.

7. Conduct of Contractor

7.1 The CONTRACTOR covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with CONTRACTOR's performance under this Agreement. The CONTRACTOR further covenants that no person or subcontractor having any such interest shall be employed or retained by CONTRACTOR under this Agreement. The CONTRACTOR agrees to inform the DISTRICT of all the CONTRACTOR's interests, if any, which are or may be perceived as incompatible with the DISTRICT's interests.

7.2 The CONTRACTOR shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom the CONTRACTOR is doing business or proposing to do business, in accomplishing the work under this Agreement.

7.3 The CONTRACTOR or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to DISTRICT employees.

8. Inspection of Service; Quality Control/Assurance

8.1 All performance (which includes services, workmanship, materials, supplies and equipment furnished or utilized in the performance of this Agreement) shall be subject to inspection and test by the DISTRICT or other regulatory agencies at all times. The CONTRACTOR shall provide adequate cooperation to any inspector or other DISTRICT representative to permit him/her to determine the CONTRACTOR's conformity with the terms of this Agreement. If any services performed or products provided by CONTRACTOR are not in conformance with the terms of this Agreement, the DISTRICT shall have the right to require the CONTRACTOR to perform the services or provide the products in conformance with the terms of the Agreement at no additional cost to the DISTRICT. When the services to be performed or the products to be provided are of such nature that the difference cannot be corrected; the DISTRICT shall have the right to: (1) require the CONTRACTOR immediately to take all necessary steps to ensure future performance in conformity with the terms of the Agreement; and/or (2) reduce the Agreement price to reflect the reduced value of the services performed or products provided. The DISTRICT may also terminate this Agreement for default and charge to CONTRACTOR any costs incurred by the DISTRICT because of the CONTRACTOR's failure to perform.

8.2 CONTRACTOR shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Agreement; and shall permit a DISTRICT representative or other regulatory official to monitor, assess, or evaluate CONTRACTOR's performance under this Agreement at any time, upon reasonable notice to the CONTRACTOR.

9. Independent Contractor/Employment Eligibility

9.1 The CONTRACTOR is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of the DISTRICT. It is expressly understood and agreed that the CONTRACTOR (including its employees, agents, and subcontractors) shall in no event be entitled to any benefits to which DISTRICT employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no employer-employee relationship between the parties; and CONTRACTOR shall hold DISTRICT harmless from any and all claims that may be made against DISTRICT based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the parties that CONTRACTOR in the performance of this Agreement is subject to the control or direction of DISTRICT merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

9.2 CONTRACTOR warrants that it shall make its best effort to fully comply with all federal and state statutes and regulations regarding the employment of aliens and others and to ensure that

employees performing work under this Agreement meet the citizenship or alien status requirement set forth in federal statutes and regulations. CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal or state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all covered employees, for the period prescribed by the law.

9.3 Ineligible Person shall be any individual or entity who: Is currently excluded, suspended, debarred or otherwise ineligible to participate in the federal health care programs; or has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the federal health care programs after a period of exclusion, suspension, debarment, or ineligibility.

9.4 CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement. CONTRACTOR shall not hire or engage any Ineligible Person to provide services directly relative to this Agreement. CONTRACTOR shall screen all current Covered Individuals within sixty (60) days of execution of this Agreement to ensure that they have not become Ineligible Persons unless CONTRACTOR has performed such screening on same Covered Individuals under a separate agreement with DISTRICT within the past six (6) months. Covered Individuals shall be required to disclose to CONTRACTOR immediately any debarment, exclusion or other event that makes the Covered Individual an Ineligible Person. CONTRACTOR shall notify DISTRICT within five (5) business days after it becomes aware if a Covered Individual providing services directly relative to this Agreement becomes debarred, excluded or otherwise becomes an Ineligible Person.

9.5 CONTRACTOR acknowledges that Ineligible Persons are precluded from providing federal and state funded health care services by contract with DISTRICT in the event that they are currently sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency. If CONTRACTOR becomes aware that a Covered Individual has become an Ineligible Person, CONTRACTOR shall remove such individual from responsibility for, or involvement with, DISTRICT business operations related to this Agreement.

9.6 CONTRACTOR shall notify DISTRICT within five (5) business days if a Covered Individual or entity is currently excluded, suspended or debarred, or is identified as such after being sanction screened. Such individual or entity shall be promptly removed from participating in any activity associated with this Agreement.

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10. Subcontract for Work or Services

No contract shall be made by the CONTRACTOR with any other party for furnishing any of the work or services under this Agreement without the prior written approval of the DISTRICT; but this provision shall not require the approval of contracts of employment between the CONTRACTOR and personnel assigned under this Agreement, or for parties named in the proposal and agreed to under this Agreement.

11. Disputes

11.1 The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties. Any dispute relating to this Agreement, which is not resolved by the parties, shall be decided by the DISTRICT's Purchasing Department's Compliance Contract Officer who shall furnish the decision in writing. The decision of the DISTRICT's Compliance Contract Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous to imply bad faith. The CONTRACTOR shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.

11.2 Prior to the filing of any legal action related to this Agreement, the parties shall be obligated to attend a mediation session in Riverside County before a neutral third party mediator. A second mediation session shall be required if the first session is not successful. The parties shall share the cost of the mediations.

12. Licensing and Permits

CONTRACTOR shall comply with all State or other licensing requirements, including but not limited to the provisions of Chapter 9 of Division 3 of the Business and Professions Code. All licensing requirements shall be met at the time proposals are submitted to the DISTRICT. CONTRACTOR warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance of this Agreement as required by the laws and regulations of the United States, the State of California, the County of Riverside and all other governmental agencies with jurisdiction, and shall maintain these throughout the term of this Agreement.

13. Use By Other Political Entities

The CONTRACTOR agrees to extend the same pricing, terms, and conditions as stated in this Agreement to each and every political entity, special district, and related non-profit entity in Riverside County. It is understood that other entities shall make purchases in their own name, make direct payment, and be liable directly to the CONTRACTOR; and DISTRICT shall in no way be responsible to CONTRACTOR for other entities' purchases.

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14. Non-Discrimination

CONTRACTOR shall not be discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. §1210 et seq.) and all other applicable laws or regulations.

15. Records and Documents

CONTRACTOR shall make available, upon written request by any duly authorized Federal, State, or DISTRICT agency, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the CONTRACTOR's costs related to this Agreement. All such books, documents and records shall be maintained by CONTRACTOR for at least five years following termination of this Agreement and be available for audit by the DISTRICT. CONTRACTOR shall provide to the DISTRICT reports and information related to this Agreement as requested by DISTRICT.

16. Confidentiality

16.1 The CONTRACTOR shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. The term "privileged or confidential information" includes but is not limited to: unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; DISTRICT information or data which is not subject to public disclosure; DISTRICT operational procedures; and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement.

16.2 The CONTRACTOR shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for general statistical information not identifying any person. The CONTRACTOR shall not use such information for any purpose other than carrying out the CONTRACTOR's obligations under this Agreement. The CONTRACTOR shall promptly transmit to the DISTRICT all third party requests for disclosure of such information. The CONTRACTOR shall not disclose, except as otherwise specifically permitted by this Agreement or authorized in advance in writing by the DISTRICT, any such information to anyone other than the DISTRICT. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particulars assigned to the individual, such as finger or voice print or a photograph.

17. Administration/Contract Liaison

The DISTRICT Purchasing Agent, or designee, shall administer this Agreement on behalf of the DISTRICT. The Purchasing Agent is to serve as the liaison with CONTRACTOR in connection with this Agreement.

18. Notices

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted two days after their deposit in the United States mail, postage prepaid:

DISTRICT

RIVERSIDE COUNTY REGIONAL PARK
AND OPEN-SPACE DISTRICT
4600 Crestmore Road
Jurupa Valley, CA 92509

CONTRACTOR

ANIMAL PEST MANAGEMENT
SERVICES INC.
13655 Redwood Court
Chino, CA 91710

19. Force Majeure

If either party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such party shall not be held liable for such failure to comply.

20. EDD Reporting Requirements

In order to comply with child support enforcement requirements of the State of California, the DISTRICT may be required to submit a Report of Independent Contractor(s) form DE 542 to the Employment Development Department. The CONTRACTOR agrees to furnish the required data and certifications to the DISTRICT within 10 days of notification of award of Agreement when required by the EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of the CONTRACTOR to timely submit the data and/or certificates required may result in the contract being awarded to another contractor. In the event a contract has been issued, failure of the CONTRACTOR to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of Agreement. If CONTRACTOR has any questions concerning this reporting requirement, please call (916) 657-0529. CONTRACTOR should also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at www.edd.ca.gov.

21. Hold Harmless/Indemnification

21.1 CONTRACTOR shall indemnify and hold harmless the DISTRICT, County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of

Directors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability, action, claim or damage whatsoever, based or asserted upon any services of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature. CONTRACTOR shall defend, at its sole expense, all costs, and fees including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards, the Indemnitees in any claim or action based upon such alleged acts or omissions.

21.2 With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of DISTRICT; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR'S indemnification to Indemnitees as set forth herein.

21.3 CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided to DISTRICT the appropriate form of dismissal relieving DISTRICT from any liability for the action or claim involved.

21.4 The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

22. Insurance

22.1 Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold the DISTRICT harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the DISTRICT herein refers to the Riverside County Regional Park and Open-Space District, its Divisions, Departments, their respective directors, officers, Board of Directors, employees, elected or appointed officials, agents, or representatives as Additional Insureds.

A. Workers' Compensation:

If the CONTRACTOR has employees as defined by the State of California, the CONTRACTOR shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of The District.

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B. Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of CONTRACTOR'S performance of its obligations hereunder. Policy shall name the DISTRICT as Additional Insured. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

C. Vehicle Liability:

If vehicles or mobile equipment is used in the performance of the obligations under this Agreement, then CONTRACTOR shall maintain liability insurance for all owned, non-owned, or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the DISTRICT as Additional Insureds.

D. General Insurance Provisions - All lines:

1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the District Risk Manager. If the District's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

2) The CONTRACTOR must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the DISTRICT Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the DISTRICT, and at the election of the DISTRICT's Risk Manager, CONTRACTOR'S carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the DISTRICT, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

3) CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish the District with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the DISTRICT's Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the DISTRICT prior to any material modification, cancellation,

expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the DISTRICT receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. CONTRACTOR shall not commence operations until the DISTRICT has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier shall sign the original endorsements for each policy and the Certificate of Insurance.

4) It is understood and agreed to by the parties hereto that the CONTRACTOR'S insurance shall be construed as primary insurance, and the DISTRICT'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

5) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the DISTRICT reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the District Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.

6) CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

7) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the DISTRICT.

8) CONTRACTOR agrees to notify DISTRICT of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

23. General

23.1 CONTRACTOR shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of DISTRICT. Any attempt to delegate or assign any interest herein shall be deemed void and of no force or effect.

23.2 Any waiver by DISTRICT of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Agreement. Failure on the part of DISTRICT to require exact, full, and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms or preventing DISTRICT from enforcement of the terms of this Agreement.

23.3 In the event the CONTRACTOR receives payment under this Agreement, which is later disallowed by DISTRICT for nonconformance with the terms of the Agreement, the CONTRACTOR shall promptly refund the disallowed amount to the DISTRICT on request; or at its option the DISTRICT may offset the amount disallowed from any payment due to the CONTRACTOR.

23.4 CONTRACTOR shall not provide partial delivery or shipment of services or products unless specifically stated in the Agreement.

23.5 CONTRACTOR shall not provide any services or products subject to any chattel mortgage or under a conditional sales contract or other agreement by which an interest is retained by a third party. The CONTRACTOR warrants that it has good title to all materials or products used by CONTRACTOR or provided to DISTRICT pursuant to this Agreement, free from all liens, claims, or encumbrances.

23.6 Nothing in this Agreement shall prohibit the DISTRICT from acquiring the same type or equivalent equipment, products, materials or services from other sources, when deemed by the DISTRICT to be in its best interest. The DISTRICT reserves the right to purchase more or less than the quantities specified in this Agreement.

23.7 The DISTRICT agrees to cooperate with the CONTRACTOR in the CONTRACTOR's performance under this Agreement, including, if stated in the Agreement, providing the CONTRACTOR with reasonable facilities and timely access to DISTRICT data, information, and personnel.

23.8 CONTRACTOR shall comply with all applicable Federal, State, and local laws and regulations. CONTRACTOR will comply with all applicable DISTRICT policies and procedures. In the event that there is a conflict between the various laws or regulations that may apply, the CONTRACTOR shall comply with the more restrictive law or regulation.

23.9 CONTRACTOR shall comply with all air pollution control, water pollution, safety and health ordinances, statutes, or regulations, which apply to performance under this Agreement.

23.10 CONTRACTOR shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA).

23.11 This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

[Signature Provisions on Following Page]

23.12 This Agreement, including any attachments or exhibits, constitutes the entire Agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement.

DISTRICT
RIVERSIDE COUNTY REGIONAL
PARK AND OPEN-SPACE DISTRICT
4600 Crestmore Rd,
Jurupa Valley, CA 92509

SERVICE PROVIDER
ANIMAL PEST MANAGEMENT
SERVICES INC.
13655 Redwood Court,
Chino, CA 91710-5516

Signature: _____
Kevin Jeffries
Chairman, Board of Directors

Signature: _____
Print Name: _____
Title: _____

Dated: _____

Dated: _____

ATTEST:
Kecia Harper-Ihem
Clerk of the Board

By: _____
Deputy

(Seal)

APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel

By: Synthia M. Gunzel
Synthia M. Gunzel
Deputy County Counsel

EXHIBIT "A"
SCOPE OF SERVICES

I. SPECIAL PROVISIONS:

A. The Contractor shall provide landscape pest control services in accordance with the Scope of Services, Special Provisions, Technical Specifications and Agreement Terms and Conditions.

1. Emergency Numbers and Callouts. The Contractor shall have the capability to receive and to respond immediately to calls of an emergency nature during normal working hours and during hours outside of normal working hours. Calls of an emergency nature received by the District shall be referred to the Contractor for immediate disposition.
2. In the event that emergency work is required, the Contractor shall notify the District Representative or Supervisor by telephone in advance before any emergency work is commenced. Non-emergency maintenance work requires written approval before the work is performed. An answering service is not acceptable for emergency calls after working hours/weekends.

B. In situations involving emergency work after normal working hours, the Contractor shall dispatch qualified personnel and equipment to reach the site within two (2) hours. The Contractor's vehicle shall carry sufficient equipment to safely control traffic. When the Contractor arrives at the site, the Contractor shall set up traffic warning and control devices, if deemed necessary, and proceed to repair the system on a temporary basis.

C. The Contractor shall supply the District with the name(s) and phone number(s) of responsible person(s) representing the Contractor for 24 hour emergency response. The above mentioned information shall remain current at all times. Any changes shall be forwarded to the District in writing within 12 hours of any such change. (Failure to provide the District with current emergency information within the 12-hour period shall result in a \$200.00 penalty per occurrence). Emergency response can be defined by:

1. Instructions per District Representative or Supervisor
2. Prior agreement
3. Public health/safety matters

Public health/safety matters include but are not limited to pests that pose a threat to human life, threat to private property resulting from the responsible Contractor's operations, natural disasters, etc.

D. The Contractor shall supply their field supervisor and on site staff with a cellular telephone and smart tablet with internet service so that they may submit work orders to the District's work order system from the field.

1. Special License and Permits. The Contractor's Manager/Supervisor assigned to oversee the services for the District shall have and maintain a valid Qualified Applicator License (QAL) issued by the California Department of Pesticide Regulation (DPR) with license categories B and C. Contractor's employees providing services on District properties will have a Qualified Applicator Certificate (QAC) within the category of pest control work being performed. Contractor or Sub-Contractor will be required to maintain a valid trapping license issued by the Department of Fish and Game. Contractor will be required to provide the District proofs of licensing upon award of contract. Contractor shall obtain all permits required by local governmental agency for the use of special chemicals at their sole expense. The Contractor shall agree to complete all work in accordance with the California Environmental Quality Act (CEQA) and all other applicable local, state, and federal laws, rules and regulations.
2. Dress Code and Appearance. All personnel of the Contractor shall be required to wear uniforms bearing the company name while on the project. Sufficient changes shall be provided to present a neat and clean appearance of personnel at all times.
3. Supervision. The Contractor shall assign a supervisor working regular hours for the duration of this contract for each awarded area. He/she shall have a minimum of five (5) years of experience supervising and performing pest control services and maintain a valid Qualified Applicator Certificate (QAC) issued by the California Department of Pesticide Regulation (DPR). The supervisor shall be capable of communicating effectively both in written and verbal English.
4. Personnel.
 - a) The Contractor shall provide personnel fully trained in landscape pest control. Contractor and Sub-Contractor(s) must each supply a signed statement as part of their bid proposal confirming that they have a minimum of ten (10) years of experience working within parks, school, athletic fields or recreation areas providing pest.
 - b) The Contractor shall provide personnel knowledgeable of, and proficient in the control of gophers, ground squirrels, bees, hornets, wasps, rats, mice, voles, snakes, raccoons, skunks, fire ants, coyotes, and pigeons.
 - c) The Contractor shall provide all personnel capable of verbal and written communication of the English language at a professional level.

- d) Contractor shall be equip his/her staff with a tablet or smart phone that has internet access in order to report maintenance concerns using the District's park support/work order system.
5. Safety. Contractor shall be responsible for providing a safe work place, and compliance with standards and regulations of the California Occupational Safety and Health Act (Cal OSHA), Federal Occupational Safety and Health Act (OSHA), California Division of Industrial Safety Orders (CDIS), and any other applicable government law or County of Riverside Risk Management standards.
 6. Non-Performance. All work performance shall be subject to inspection and approval by the District Representative. If performance is unsatisfactory, or work is not performed, a deduction shall be applied to the Contractor's billing in accordance with the deduction schedule listed below. Contractor shall be notified and issued a deficiency notification whenever deductions are applied The sum of one hundred dollars (\$100.00), per individual landscape maintenance task not performed per these specifications, shall be deducted and forfeited from payments to the Contractor.
 7. Special Requests. The Contractor may on occasion be requested by the District to perform special tasks which are above his normal scheduled work. It is intended that the Specifications are indicative of the work to be anticipated by the Contractor and will allow for reasonable additional work at no additional cost to the District which is considered normal maintenance to meet the objectives and criteria.
 8. Project Inspections. Upon request by the District, the Contractor or his representative will walk the project with the District representative, for the purpose of determining compliance with the Specifications or to discuss required work. The Contractor's representative shall be authorized to sign documents and effect changes to the job.
 9. District Liaison. The District Representative or Supervisor, and the Contractor's representative will meet on a monthly basis for the purpose of determining compliance with the specifications, discuss specific pest problem areas, and/or to coordinate the service schedule and coordinate required work with activities at the District properties. The Contractor's representative shall be authorized to sign documents and effect changes to the job. More frequent contact may be required between the District and the Contractor separately from these meetings. The District's Supervisor and Contractor will review and initial invoice items verified as completed prior to submittal to the District for payment.
 10. Traffic Control. Where applicable, and in accordance with the Cal-Trans Watch Manual, the Contractor shall notify local authorities of his intent to begin work at least five (5) days before

work is begun. The Contractor shall cooperate with local authorities relative to handling traffic through the area and shall make his own arrangements relative to keeping the working area clear of vehicles. If the Contractor permits traffic to operate in an unsafe manner and does not take appropriate safety measures (such as placement of markers or signs regarding the presence of workers near a roadway), the District may immediately suspend all work until the Contractor has met all safety requirements.

Where applicable, when entering or leaving roadways carrying public traffic, the Contractor's equipment, whether empty or loaded, shall in all cases yield to public traffic. The Contractor shall make every effort to keep commercial driveways open during working hours. During and after working hours, all driveways shall be accessible with smooth and safe crossings through the construction area (State of California Traffic Manual or Work Area Traffic Control Handbook).

11. Protection of Existing Facilities and Structures. The Contractor shall exercise due care in protecting from damage all existing landscape, non-target pests, facilities, structures, and utilities both above surface and underground on the District's property. Any damage to District property deemed to be caused by the Contractor's negligence shall be corrected or paid for by the Contractor at no cost to the District. If the District requests or directs the Contractor to perform work in a given area, it will be the Contractor's responsibility to verify and locate any underground systems, i.e., utility lines. This does not release the Contractor of the responsibility for taking reasonable precaution when working in these areas. Any damage or problems shall be reported immediately to the District.
12. Contractor Negligence. Any damage to the District's property which has been determined to be due to the Contractor's negligence shall be corrected at no additional cost to the District.
13. Scheduling of Operations. The Contractor shall perform his work at such times as to minimize disturbance or interference to neighboring properties, park operations, special events and recreational programs, and pedestrian or vehicle circulation. For example, pesticides should be applied at a time and day that minimizes exposure to staff and customers. The Contractor shall submit a Work Schedule describing services to be provided and method of pest control in advance for District review and approval. This schedule shall be submitted and approved PRIOR to performing any services. All forms and schedules shall be of a format approved by the District.

14. Sound Control Requirements. The Contractor shall comply with all local sound control and noise level rules, regulations, and ordinances which apply to any work performed pursuant to the Contract.
- a) Each internal combustion engine used for any purpose on the job or related to the job shall be equipped with a muffler of a type recommended by the manufacturer of such equipment. No internal combustion engine shall be operated on the project without said muffler. Properly equipped internal combustion engines may only be operated between 7:00 a.m. and 8:00 p.m.
 - b) Full compensation for conforming to the requirements of this section shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation will be allowed therefore.
15. Construction/Maintenance Equipment. The Contractor shall take all necessary precautions for safe operation of his equipment and the protection of the public from injury and damage from such equipment.
16. Additions/Deletions to District Maintenance Service Areas. Changes in the areas to be serviced may be made as the District develops new areas or existing areas and/or relinquishes currently maintained areas. Any and all such changes shall only be made upon written notification in the form of a change order which shall clearly state the effective date of the change. The Contractor agrees that as additional service areas are added, the Contractor shall maintain such additional areas in accordance with the terms of this Contract and at the rates specified in the Maintenance Services cost proposal for extra work and at the stated unit costs.
17. Additions/Deletions to Maintenance Specifications. The District reserves the right to make additions, deletions, revisions, and/or otherwise modify the Maintenance Specifications. Any change in the specifications that causes the Contractor to suffer additional expenses may be negotiated upon written justification.
18. Administration.
- a. Reports and Schedules and Payment Adjustments
 - 1) The Contractor shall provide reports and schedules, which shall indicate the major items of work and further delineate the time frames for accomplishment. The District reserves the right to provide contractor with report and schedule forms and to add at any time these reports and schedules when needed. Contractor agrees to complete and submit the District reports and schedules as required.
 - 2) The Contractor shall complete a schedule of work for each service area.

- 3) The initial schedule shall be submitted on or by the effective date of the contract. Thereafter it shall be submitted on the day agreed upon by the Contractor and the District Representative.
 - 4) Failure to supply the required schedule shall result in the deduction and forfeiture of One-Hundred Dollars (\$100.00) from payment to the Contractor per occurrence.
 - 5) Changes to the schedule shall be received by the District's Representative at least twelve (12) hours prior to the scheduled time for the work.
 - 6) Failure to notify of a change and/or failure to perform an item of work on a scheduled day may result in deduction of payment for that date or work even though the work is performed on a subsequent day.
 - 7) The Contractor shall adjust his schedule to compensate for all holidays.
 - 8) The Contractor shall adjust his schedule as directed by the District Representative.
- b. Performance On Schedule
- 1) The Contractor will be given the maximum latitude in establishing work schedules which correspond to its staff and equipment resources and weather. The Contractor will also be provided the opportunity to adjust those schedules to meet special circumstances.
 - 2) The District reserves the right, when needed, to adjust the schedule.
 - 3) All Work shall be completed on the week scheduled as shown on the schedule.
 - 4) Failure to complete the work as scheduled will result in the following actions:
 - a) The sum of one-hundred dollars (\$100.00) per day will be deducted and forfeited from payments to the Contractor for each instance where an item of work is not completed in accordance with the schedule or specifications, except for mowing/mechanical edging which shall be one-hundred dollars (\$100.00) per instance.
 - b) These actions shall not be construed as a penalty but as an adjustment of payment to the Contractor for only the work actually performed or as the cost to the District for inspection and other related costs from the failure by the Contractor to complete the work according to schedule.
 - c) Failure to provide the District with current emergency information within the 12 hour period shall result in a two-hundred dollar (\$200.00) penalty per occurrence.
- c. Other Deficient Performance Items
- 1) The Contractor shall be notified both verbally and in writing each time performance is unsatisfactory and corrective action is necessary.

2) The Contractor shall complete corrective action within 48 hours subsequent to verbal notification.

19. Inspection of Site - The Contractor, before submitting their proposal, shall be completely familiar with the site and be apprised fully as to all conditions that might affect the work specified. In addition, the Contractor should ascertain the availability and extent of maintenance storage facilities, necessary safety precautions, safeguards required for the protection of District property, and all other special regulations and requirements to be observed by the Contractor in the conduct of their work.

The inspection of the site, including physical and operational conditions which might affect the performance of the work will be presumed to have been made by the Contractor, and the District will in no case be responsible for the costs or expenses which may develop on account of the Contractor's failure to do so.

20. Undocumented Workers:

This contract involves the employment of unskilled labor. Such employment may be attractive to persons coming from foreign countries, sometimes illegally. Bidders are reminded that it is a crime to bring into the United States, transport within the United States, and to harbor aliens who do not have a proper visa to enter and work in this country (8 U.S.C. '1323-1325). If violations are suspected or discovered during payroll or other audits during the performance of work on this project, they shall be reported to the U.S. Immigration and Naturalization Service for investigation and appropriate action. Conviction of the Contractor for commission of a criminal offense referred to herein shall be deemed sufficient cause for default and the initiation of debarment or suspension proceedings to prevent the Contractor from receiving future County contracts.

II. PEST CONTROL TECHNICAL SPECIFICATIONS:

The Contractor's primary responsibility will be to maintain the service areas at the highest industry standards by integrating innovative and progressive techniques and to follow the objectives as set forth in these specifications.

The Contractor shall furnish all labor, equipment, materials, tools, transportation, services, special skills and necessary appurtenances required to perform the landscape pest control services as set forth in this specification and in keeping with the highest standards of quality and performance.

- A. Gopher and Ground Squirrels – prices are to be submitted based on Contractor providing 90% control of existing populations.
- B. Strychnine may not be used on District properties; anti-coagulant bait is permitted.
- C. Pest control work is prioritized based on:
 - 1) Safety
 - 2) Environmental Protection
 - 3) Aesthetics
- D. Contractor will inspect weekly, and treat if necessary, priority areas: District Headquarters, park entrances, camp grounds and cabin areas, developed recreation areas, such as: playgrounds, splash pads, pools, disc golf, mini golf, horseshoe pits, trails and walk paths.

Contractor must submit with their bid proposal the method of control they propose to use for each of the pests listed in “Exhibit B – Cost Summary” including, but not limited to, active ingredient, formulation, and method of application.

Contractor shall practice Integrated Pest Management (IPM). This shall involve common-sense practices that use environmentally acceptable methods of pest control with the least possible hazard to the public, District property, and the environment. Practices shall combine the use of current information on pest life cycles, exclusion, natural enemies, and host resistance.

Pesticide applications shall be recorded on the Maintenance Schedule and coordinated with the District's Supervisor. Material Use Reports for all pesticides shall be filed with the District no later than the 10th day of every month for the preceding month. Pesticides shall be applied at times which limit the possibility of contamination from climatic or other factors. Early morning application shall be used when possible to avoid contamination from drift. Applicator shall monitor forecast weather conditions to avoid applications prior to inclement weather, to eliminate potential runoff in treated areas.

Certification of Materials:

- 1. All materials shall be transported to the site in original containers. Materials shall be subject to inspection by the District Supervisor.
- 2. The State of California Agricultural Code requires that pesticides and/or chemicals may be used only after a written recommendation by a State of California Licensed Pest Control Advisor is obtained, with a copy forwarded to the District Supervisor prior to chemical usage. These recommendations shall be updated on a yearly basis. A recommendation consists of all the

information the applicator should know for accurate and safe usage. The recommendation must be time and site specific.

3. If a Restricted Use Pesticide is recommended, a use permit issued by the County of Riverside Agricultural Commissioner must be provided to the District.
4. THERE SHALL BE NO APPLICATION OF A PESTICIDE WITHOUT WRITTEN PERMISSION FROM THE DISTRICT.
5. All areas of the landscape shall be inspected weekly for infestations of pests and plants shall be observed closely for leaves that may be blotched, blighted, deformed, mildewed, rusted, scorched, discolored, defoliated, or wilted.
6. The District's properties are adjacent to waterways and environmentally sensitive and protected areas (i.e. Multi-Species Reserve at Lake Skinner Park). Contractor is required to take special care so as not to negatively impact these areas. Areas of special concern include, but are not limited to, Kangaroo Rat habitat at Lake Skinner and Lake Cahuilla Parks; Fox Squirrels at Rubidoux Nature Center; Desert Big Horn Sheep at Lake Cahuilla; and all park locations where Grey Squirrels inhabit.

III. PERFORMANCE ON SCHEDULE:

- A. The Contractor will be provided the latitude to establish work schedules that correspond to its manpower and equipment resources. The Contractor will also be provided the opportunity and procedures for adjusting those schedules to meet special circumstances. The District Supervisor must approve all schedules and changes and such approved schedules shall consider the needs of the various leagues, and organizations that use the facilities. Therefore, all work shall be completed on the day scheduled (as shown on the schedule). Failure to complete this work will result in a \$100.00 deduction from payment for each occurrence.
- B. Deficient Performance: The contractor shall be notified both verbally and in writing each time performance is considered to be non-satisfactory and corrective action is necessary. The contractor shall complete corrective action within one (1) hour of notification. Failure to completely clean up a site according to the schedule and these specifications will constitute deficient performance.

IV. EXTRA WORK, ON CALL, ADDITIONAL SERVICES

- A. In the event the Contractor is required by the District and agrees to perform extra work, the following procedure shall govern such work:

1. Work will be executed under the direction of the District supervisor on “per job” basis or an agreed lump sum price depending on the nature of the work and in accordance with the fees as described in the Cost Proposal; Extra Work.
2. A written estimate of cost will be required for approval by the District Supervisor for approval prior to the work being done. The Contractor shall maintain records sufficient to distinguish the direct cost of other operations. He shall furnish reports of extra work on forms furnished by the contractor, itemizing all costs for labor, materials, and equipment. The report shall include hours worked. Invoices for extra work shall be submitted no later than sixty (60) days after the District’s acceptance of the proposal for work. Any invoices submitted later than sixty (60) days may be rejected by the District Supervisor. The following procedure will govern such extra work:
 - a. District will issue work request for such extra work to be performed.
 - b. Material cost shall be actual cost not to exceed 15% for the handling of materials purchased by the Contractor and used for the extra work.
 - c. Extra work must be approved by the District Supervisor in writing.
 - d. Bidder shall submit.
3. All extra work shall be “All inclusive” of labor, materials, tools, equipment, transportation, clean up, disposal & all necessary appurtenances to complete each task. The fees below will be used to calculate services to be performed as listed above and any extra work approved by the District. For extra work, contractor shall provide an estimate of services to be provided. Estimate of services shall be approved by the District by issuance of a purchase order prior to commencement of any work.
4. Four Geographical Boundaries have been designation by the District based on geographical location within the County all rates will based on this designation.
5. The District reserves the right to allow other third party provider to bid and preform any extra work.

V. MATERIALS

- A. The bidder shall submit a list to the County of all materials that the bidder proposes to use in the performance of this work. The list shall include a Safety Data Sheet (SDS) for each material. The list shall be submitted before the use of any product pursuant to the provisions of this agreement. Similar listing of changes in materials proposed for use by the bidder shall be submitted prior to use of the products.

- B. Contractor must submit with their bid proposal the method of control they propose to use for each of the pests listed in “Exhibit B – Cost Summary” including, but not limited to, active ingredient, formulation, and method of application.

VI. PRICING INSTRUCTIONS

- A. Pricing for full service areas shall include all types of rodent control to include all supplies, travel, and call out services. Pricing shall be for seven day a week service if necessary to control rodents. This pricing shall be firm fixed for first year of contract.
- B. On Call, Weekends, and Holiday pricing shall not include treatment method or cost of additional trapping devices.
- C. The Regional Park & Open Space District will pay invoice cost for consumable methods and a fair and reasonable price for additional trapping devices. County reserves the right to audit invoice cost of consumable products used.

VII. SERVICE LOCATIONS

- A. The following District locations will be included in the scope of services for this contract:
 - 1. Lake Skinner Recreation Area – 37701 Warren Road, Winchester, CA, 92596
 - 2. Lake Cahuilla Recreation Park – 58-075 Jefferson Street, La Quinta, CA 92253
 - 3. Rancho Jurupa Park – 4800 Crestmore Road, Jurupa, CA 92509
 - 4. Bogart Park – 9600 Cherry Ave, Cherry Valley, CA 92223
 - 5. Louis Rubidoux Nature Center – 5370 Riverview Drive, Jurupa, CA 92509
 - 6. Jensen-Alvarado Ranch Historic Ranch – 4307 Briggs Street, Jurupa, CA 92509
 - 7. Kabian Park – 28001 Goetz Road, Sun City, CA 92587
 - 8. District Headquarters - 4600 Crestmore Rd, Jurupa Valley, CA 92509
- B. The District reserves the right to add and or delete additional sites to scope of services.

Exhibit 'B': Cost Summary

**Agreement for Pest Control Services
for District Park Sites
between Riverside County Regional Park and Open-Space District
and Animal Pest Management Services, Inc.**

Site Cost Summary - Comprehensive Monthly Service			
Site Name	Monthly Cost	Annual Cost	
Lake Skinner	\$ 600.00	\$	7,200
Lake Cahuilla	\$ 400.00	\$	4,800
Rancho Jurupa Park	\$ 400.00	\$	4,800
Bogart Park	\$ 300.00	\$	3,600
Louis Roubidoux Nature Center	\$ 295.00	\$	3,540
Headquarters	\$ 300.00	\$	3,600
Jensen Alvarado Park	\$ 300.00	\$	3,600
Kabian Park	\$ 400.00	\$	4,800
	Annual Total:	\$	35,940

Extra Work Cost Summary			
Category	Item	Cost	Per
Regular Hours Service (Trap Service or Treatment Service) - Minimum First Call			
	Desert Area	\$ 200.00	Service Call
	Mountain Area	\$ 200.00	Service Call
	Western County Area	\$ 150.00	Service Call
	Eastern County Area	\$ 600.00	Service Call
Regular Hours Follow-Up Service (Trap Service)			
	Desert Area	\$ 100.00	Service Call
	Mountain Area	\$ 100.00	Service Call
	Western County Area	\$ 75.00	Service Call
	Eastern County Area	\$ 600.00	Service Call
Regular Hours Service (Cleanup / Waste Disposal)			
	Desert Area	\$ 100.00	Service Call
	Mountain Area	\$ 100.00	Service Call
	Western County Area	\$ 75.00	Service Call
	Eastern County Area	\$ 600.00	Service Call
Holiday, Special Events, and Emergency Hours Service (Trap Service or Treatment Service) - Minimum First Call			
	Desert Area	\$ 400.00	Service Call
	Mountain Area	\$ 400.00	Service Call
	Western County Area	\$ 400.00	Service Call
	Eastern County Area	\$ 850.00	Service Call
Holiday, Special Events, and Emergency Hours Follow-Up Service (Trap Service)			
	Desert Area	\$ 200.00	Service Call
	Mountain Area	\$ 200.00	Service Call
	Western County Area	\$ 200.00	Service Call
	Eastern County Area	\$ 850.00	Service Call
Holiday, Special Events, and Emergency Hours Service (Cleanup / Waste Disposal)			
	Desert Area	\$ 200.00	Service Call
	Mountain Area	\$ 200.00	Service Call
	Western County Area	\$ 200.00	Service Call
	Eastern County Area	\$ 850.00	Service Call



SCOTT BANGLE Parks Director/General Manager
KYL A BROWN Chief - Parks & Recreation
KEITH HERRON Chief - Resources & Planning
BRANDE HUNE Chief - Business Operations

Riverside County Regional Park and Open-Space District

NOTICE OF EXEMPTION

PROJECT: Pest and Rodent Control Agreement and Services with Riverside County Regional Park and Open-Space District

PROJECT NUMBER: N/A

PROJECT LOCATIONS: See Attached Listing of Parks, EXHIBIT 'A'

DESCRIPTION OF PROJECT: Approval and execution of agreement for professional pest and rodent control services at Parks facilities within the District

APPROVING AGENCY: Riverside County Regional Park and Open-Space District ("District")

RESPONSIBLE PARTY OR AGENCY: None

EXEMPT STATUS: The California Environmental Quality Act ("CEQA") Guidelines Section 15061(b)(3), General Rule "Common Sense" Exemption and Section 15060(c)(2). The activity will not result in direct or reasonably foreseeable indirect physical change in the environment.

REASONS WHY THE PROJECT IS EXEMPT: The profession of exterminator or pest control service provided is one of the more highly regulated professions in the State of California. The companies and employees of such firms are regulated at the federal, state, county and local levels in terms of training, methods materials acceptable for use and licensing requirements. The District's proposed rodent control effort is to be based in existing parks where there have been increases in rodent populations (gopher and rats). If the growth of the rodent populations is not controlled, it could create health and safety issues for employees and park patrons.

The activity of rodent control is not determined to be a project for analytical purposes; the "project" is exempt from the provisions of CEQA by the Guidelines identified below. The use of pest control services will not result in any specific or general exceptions to the use of the categorical exemption as detailed in State CEQA Guidelines Section 15300.2. The project will not cause impacts to scenic resources or sensitive environments. Further, the compliance with the requirements of identified regulatory oversight agencies will create no unusual circumstances or potential cumulative impacts that could reasonably create an environmental impact. The use of rodent control services will not have a negative effect of the environment. The District has deemed this does not meet the definition of a "project" under CEQA and no environmental impacts are anticipated to occur.

Section 15061(b)(3) - General Rule "Common Sense" Exemption. With certainty, there is no possibility that the proposed project may have a significant effect on the environment. The execution of the agreement and pest control services will not require change the use or intensity of the existing site to create a physical environmental impact, and would not lead to any direct or reasonably foreseeable indirect physical environmental impacts. Therefore, in no way would the project as proposed have the potential to cause a significant environmental impact and the project is exempt from further CEQA analysis.

Section 15060(c)(2) -for purposes of analysis under CEQA, the execution of the agreement and pest control services is not a "project" under CEQA pursuant to Section 15060(c)(2). An action by a public agency is only a "project" subject to CEQA if the action might result in a physical change in the environment. Based upon a review of the whole action undertaken, supported, or authorized by the District, in no way will the proposed pest control services agreement and services lead to any direct, indirect, or cumulative physical environmental impacts.

Based upon the identified exemptions above, the County of Riverside Regional Park and Open-Space District hereby concludes that no physical environmental impacts are anticipated to occur and the project as proposed is exempt under CEQA. No further environmental analysis is warranted.

Signed:  Date: 8/5/10
Marc R. Brewer, Senior Park Planner

Exhibit 'A'

District Sites Included in Agreement

Lake Skinner Recreation Area – 37701 Warren Road, Winchester, CA, 92596

Lake Cahuilla Recreation Park – 58-075 Jefferson Street, La Quinta, CA 92253

Rancho Jurupa Park – 4800 Crestmore Road, Jurupa, CA 92509

Bogart Park – 9600 Cherry Ave, Cherry Valley, CA 92223

Louis Rubidoux Nature Center – 5370 Riverview Drive, Jurupa, CA 92509

Jensen-Alvarado Ranch Historic Ranch – 4307 Briggs Street, Jurupa, CA 92509

Kabian Park – 28001 Goetz Road, Sun City, CA 92587

District Headquarters - 4600 Crestmore Road, Jurupa, CA 92509