

**CITY OF SANTA MONICA**  
**INTEGRATED PEST MANAGEMENT PROGRAM**  
**CONDITIONS FOR PROFESSIONAL SERVICE**

**I. GENERAL**

**A. Description of Program**

This contract specification is part of a comprehensive Integrated Pest Management (IPM) Program for properties owned, occupied, leased or otherwise operated by the City of Santa Monica. IPM is a process for achieving long term, environmentally sound pest management through the use of a wide variety of technical and management strategies. Management techniques include structural modifications and procedural modifications that reduce food, water, harborage, access and environmental conditions that are favored by pests. Management strategies include education, training and promotion of behavioral practices that are important in the IPM program.

The success of an IPM program relies on both verbal and written communication between the CONTRACTOR and city employees. The city has designated appropriate individuals to take on the following roles and has created an IPM plan consistent with the City's operations, facilities and needs:

**1. IPM Program Coordinator**

This individual will provide oversight for the entire city contract and is responsible for ensuring that all contract work is provided by the CONTRACTOR and for the approval of all pest management techniques to be utilized by the CONTRACTOR which are not listed in a Pest Management Plan. The IPM Program Coordinator will meet regularly with the CONTRACTOR to evaluate the program's progress and find solutions to problems raised by either city personnel or the CONTRACTOR.

**2. Pest Managers**

This group of employees will serve as the primary point of contact for the CONTRACTOR in the ongoing implementation of the IPM program. They will contact the CONTRACTOR for needed service and will keep records of CONTRACTOR activities and performance, and of required follow-up. Pest Managers have received specialized training on IPM and will continue periodically to be trained as a group by the CONTRACTOR on a formal and informal basis. The Pest Managers will coordinate the scheduling of routine pest management service for their site and will provide management of structural repairs, modifications, sanitation and maintenance.

**3. Pest Management Plan**

The IPM Program Coordinator, Pest Managers and CONTRACTOR will work together to design a specific Pest Management Plan (PMP) for each site covered by the contract. The PMP will

contain a list of buildings on that site, the known and probable pests, relevant pest management history, information about restrictions on access and a list of approved pest management techniques for that site that reflect the city's hierarchy of acceptable pest management practices and materials. See section VI for detailed policy regarding pesticide application. If no plan is present, the IPM Program Coordinator may direct the CONTRACTOR to follow guidelines listed in a similar Pest Management Plan. The CONTRACTOR shall be responsible for carrying out work in accordance with the Pest Management Plan and following priorities for pest management action. Any deviations from the Pest Management Plan must be approved by the IPM Program Coordinator prior to implementation.

Treatment for wood destroying organisms may require a separate bid process. Selection of the method of management will be consistent with IPM principles. Contractors holding a Branch I license will be evaluated based on their ability to provide the lowest risk and most effective management options.

#### **4. List of Buildings and Structures**

See Attachment A for an approximate list of buildings and structures to be covered under this contract. The final list of buildings and structures will be detailed in the Pest Management Plans and may be amended at any time at the discretion of the Pest Manager or the IPM Program Coordinator.

#### **B. Contractor Service Requirements**

The CONTRACTOR shall furnish all supervision, labor, materials and equipment necessary to accomplish all aspects of the IPM program, including the surveillance, monitoring, trapping, pesticide application and pest removal components of the IPM Program. The CONTRACTOR shall be responsible for providing written, detailed, site-specific recommendations to the Pest Manager and occupants about any conditions, structural, sanitary, or procedural modifications that would reduce food, water, harborage, access, or environmental conditions favorable to pests. The CONTRACTOR shall be responsible for adequately documenting the condition, reporting it to the Pest Manager and the IPM Program Coordinator, and then suppressing all pests included in this contract whether or not the suggested modifications are implemented. The CONTRACTOR is required to carry out minor structural modifications such as caulking as part of the pest management effort or any other service deemed necessary by the Pest Manager or the IPM Program Coordinator. In addition, the CONTRACTOR shall be responsible for completely filling out Quality Assurance Forms with each site visit and will leave them with the appropriate Pest Manager or their staff before leaving the site. All of the above will be considered ROUTINE SERVICE.

#### **C. Contractor Licensing Requirements**

The CONTRACTOR shall have a Structural Pest Control Operator's license as defined by §8507 of the Business and Professions Code under the *California Structural Pest Control Act*.

Throughout the term of this contract, all CONTRACTOR personnel providing on-site pest management service must have proper certification and training as required by law. MINIMUM licensing requirements for the provision of ALL on site pest management services provided by the CONTRACTOR will be a BRANCH II FIELD REPRESENTATIVE LICENSE as defined by §8507 of the Business and Professions Code under the *California Structural Pest Control Act*. Contractor personnel that are licensed applicators under Branch II may assist while the Pest Control Operator or Field Representative is on site, but only upon approval of the IPM Program Coordinator.

For the inspection of wood destroying pests, CONTRACTOR personnel may be required to operate under a BRANCH III license. If the CONTRACTOR will be sub-contracting out these inspection services, the sub-contractor must receive the written approval of the IPM Program Coordinator and must adhere to the hourly fees established under this contract for routine service.

**D. Contractor Insurance Requirements**

See Attachment B for City’s Standard Insurance Provisions Contracts and Purchase Orders for Services.

**E. Requirements for Job Estimates**

CONTRACTOR will provide specific job estimates to the IPM Coordinator and Pest Manager for projects that will likely cost \$500.00 or more within a thirty (30) day completion period.

**F. Contractor Fees For Service**

The CONTRACTOR shall provide separate estimates for each of the following activities in this bid. Billing for pest management activities shall be based on FIFTEEN (15) MINUTE INCREMENTS, shall have no minimum charge and shall include travel time to the site.

**1. Routine Service**

\_\_\_\_\_ Rate per hour (see section I.B).

**2. Emergency Service**

\_\_\_\_\_ Rate per hour (see section V).

**3. Contract Administration**

\_\_\_\_\_ (Flat rate per year, paid in four equal quarterly installments). Contract administration activities include: written reports requested by the IPM Program Coordinator, formal meetings with city staff, employee supervision, quality control, technical training for CONTRACTOR staff and keeping city staff informed of new IPM techniques and practices. The CONTRACTOR shall have monthly meetings with the IPM Program Coordinator during the first three months of the contract and then on a quarterly basis to assess the progress of the IPM program. Additional meetings may be requested by the IPM Program Coordinator on an as-needed basis.

**Pest Management Plan Development**

\_\_\_\_\_ Rate per hour.

**Formal Training**

\_\_\_\_\_ (Rate per contact hour. Preparation time is not to be billed).

**G. Payment and Bonus Schedule:**

The city shall pay the CONTRACTOR within thirty (30) days of receipt of invoice. Contract administration fees shall be billed quarterly. An annual quality performance bonus of \$1000.00

will be paid to the CONTRACTOR at the end of the Contract year providing the CONTRACTOR'S performance meets the criteria listed below.

“Quality performance” shall be defined as meeting all of the following criteria:

1. At least ninety-five (95) percent of the Quality Assurance Forms (see Section X) are completed and submitted to the Pest Manager at the close of each site visit. A submission will be considered incomplete if ANY portion of the Quality Assurance Form is not complete.
2. No more than five (5) percent of the Quality Assurance Forms shall contain statements by the Pest Managers denoting poor or inadequate quality of service by the CONTRACTOR. For these purposes, the CONTRACTOR shall be evaluated for services and conditions within their reasonable control and within the scope of services outlined in the contract (i.e. effective pest suppression minimizing risks associated with pesticide use and application).
3. At least ninety (90) percent of the Pest Managers indicate that the CONTRACTOR communicates completely and effectively with them as reported on the Quality Assurance Forms.
4. At least ninety (90) percent of all call backs related to pest management activities are made within twenty-four (24) hours of the request unless the call takes place the day preceding a weekend or City holiday.
5. The IPM Program Coordinator shall perform an independent evaluation of pest management services and shall have final discretion over the award of the bonus.

## **II. PESTS INCLUDED AND EXCLUDED**

### **A. Included Pests**

The CONTRACTOR shall manage indoor and outdoor populations of all pests within ten (10) feet of structures including, rats, mice, cockroaches, ants, flies, fleas, spiders and other pests that may invade structures and are not specifically excluded from the contract.

Certain bird species such as gulls and pigeons, as requested by the Pest Manager.

Termites and wood-destroying organisms (see sections I.B and I.C).

### **B. Excluded Pests**

Pests excluded from this contract are:

Mosquitoes

Pests that primarily feed on outdoor vegetation unless they are invading a structure.

Bats, snakes and all other vertebrates not listed above.

Pests restricted to potted plants. (The CONTRACTOR will be expected to advise the Pest Manager when the source of a pest problem originates in a potted plant.)

### **III. BUILDING INSPECTIONS AND PEST MANAGEMENT EVALUATIONS**

The CONTRACTOR shall perform an initial pest management inspection and evaluation at each site or at the discretion of the Pest Managers and IPM Program Coordinator. Future inspections by the CONTRACTOR shall occur on an as-needed basis as requested by city personnel.

Building inspections shall be thorough and complete. Inspection reports shall be presented to the city at least five (5) working days prior to the start of any project in that building. The purpose of the inspections is for the CONTRACTOR to evaluate the pest management needs of the premises and to identify problem areas and any equipment, structural features, behavioral or management practices that are contributing to pest infestations. The CONTRACTOR shall recommend appropriate changes to the Pest Management Plans based on the results of inspections and related activities. Access to building space shall be coordinated with the Pest Managers. The IPM Program Coordinator and Pest Manager will inform the CONTRACTOR of any restrictions or areas requiring special scheduling.

The CONTRACTOR is responsible for written recommendations regarding the need for further inspection to assess the damage to a structure resulting from the activities of termites and other wood destroying pests. The Pest Manager or IPM Program Coordinator will then request further inspection and/or treatment based on this recommendation. Inspections for wood destroying organisms shall be performed according to the rules and regulations of the *Structural Pest Control Act* by a licensed Branch III contractor.

### **IV. SPECIFIC CONTRACTOR SERVICE REQUIREMENTS:**

#### **A. Proposed Material and Equipment for Service**

The CONTRACTOR shall provide the IPM Program Coordinator with current sample labels and Material Safety Data Sheets (MSDS) of all pesticide products to be used, and list and describe pesticide application equipment, rodent bait boxes, insect and rodent trapping devices, pest monitoring devices, pest surveillance and detection equipment, and any other pest management devices or equipment that may be used to provide service. The description shall include brand names and other applicable information to clearly identify the products and their hazards. Additionally, applicable labels and MSDS shall be provided to the Pest Manager at each site.

#### **B. Service Schedule**

The CONTRACTOR shall provide complete service schedules for each building or site. The frequency shall be based upon pest problems and mutually agreed upon by the Pest Manager and IPM Program Coordinator. Once determined, the service schedule shall be included in the Pest Management Plan. Amendments to the service schedule may occur due to changes in the pest populations and should be noted on the Pest Management Plan and on the Quality Assurance Form.

#### **C. Monitoring, Surveillance and Results**

The CONTRACTOR shall recommend methods for monitoring and surveillance for sites. Objective assessments of pest presence and, when possible, population levels shall be promptly communicated to the Pest Manager.

#### **D. Structural and Operational Changes**

The CONTRACTOR shall recommend and describe site-specific solutions to pest management issues, including structural and operational changes, for observed sources of pest food, water, harborage and pest access at the time of inspection on the Quality Assurance Form. If a more detailed report is necessary or if two consecutive reports asking for structural, operational or sanitation changes have gone unheeded by the Pest Manager, the CONTRACTOR shall file a supplemental report with the IPM Program Coordinator within five (5) working days of the third inspection. The supplemental report shall summarize prior recommendations and formally request the assistance of the IPM Program Coordinator.

## **E. Formal Training**

The CONTRACTOR shall conduct training for city staff on various topics including prevention, monitoring, record keeping, trapping, trap-count assessment, safety, risk evaluation of products, and pest biology and recognition. The CONTRACTOR and IPM Program Coordinator shall confer and establish the training schedule and content. The IPM Program Coordinator has complete discretion over how often and to whom training takes place. The IPM Program Coordinator must approve the content and frequency of any training and maximum fees shall be established before any formal training commences.

## **F. Record Keeping**

The CONTRACTOR shall be responsible for maintaining pest management records for all activities specified in this contract. Records shall include labels and MSDS for all pesticide products and other chemicals used in buildings, brand names of all pest management devices and equipment used in buildings and the CONTRACTOR'S service schedule.

The CONTRACTOR shall fully complete the City's Quality Assurance Forms. In addition, the CONTRACTOR shall keep any records required by law. Copies of all records required by law shall be provided to the IPM Program Coordinator upon request, unless otherwise directed by the City.

## **G. Compliance**

The CONTRACTOR shall observe all safety precautions throughout the performance of this contract. The CONTRACTOR shall comply with the applicable requirements of federal and state laws and regulations, and City ordinances and policies. Should there be conflict between applicable regulations, the CONTRACTOR should notify the IPM Program Coordinator before action is taken. In all activities, the CONTRACTOR shall strive for practices and procedures that protect the public, employees and the environment.

All CONTRACTOR personnel working in or around buildings designated under this contract shall wear distinctive uniform clothing. The CONTRACTOR shall determine the need for and provide any personal protective items required for the safe performance of work. Protective clothing, equipment and devices shall, at a minimum, conform to federal, state and local standards for the products being used.

## **H. Timing of Service Visits**

The CONTRACTOR shall perform services that do not adversely affect tenant health or productivity during the regular hours of operation of the buildings and sites. When it is deemed necessary by the IPM Program Coordinator or Pest Manager to perform work outside of the regularly scheduled hours set forth in the service schedule, the CONTRACTOR shall provide the Pest Manager twenty-four (24) hours notice. If this is not possible for emergency reasons, the CONTRACTOR shall notify the IPM Program Coordinator within twenty-four (24) hours after the treatment

## **I. Special Entrance**

Certain areas within some buildings may require special instructions for persons entering them. Any restrictions associated with these special areas will be explained in the Pest Management Plan or by the Pest Manager. The CONTRACTOR shall adhere to these restrictions.

## **J. Vehicles and Other Equipment**

Vehicles and other equipment used by the contractors shall be clearly identified in accordance with state and local regulations.

## **V. EMERGENCY SERVICE**

On occasion, the Pest Manager or IPM Program Coordinator may request that the CONTRACTOR

perform corrective, emergency service that is outside the scope of routine service activities. Emergency Service will be requested verbally or in writing when the health and safety of the public or employees may be imminently threatened by any pest. The CONTRACTOR shall respond to these exceptional circumstances and initiate the necessary work within one (1) working day after receipt of the request. In the event that such service cannot be completed in one (1) working day, the CONTRACTOR shall immediately notify the Pest Manager or IPM Program Coordinator and indicate an anticipated completion time. If the stated anticipated completion time cannot meet the emergency needs of the City, the City staff may contract, on a temporary basis, with another pest management company to complete the emergency service.

## **VI. USE OF PESTICIDES**

The CONTRACTOR shall be responsible for application of pesticides according to all label restrictions and instructions. All pesticides used by the CONTRACTOR must be registered with the State of California. Transport, handling, storage, use and disposal of all pesticides shall be in strict accordance with the pesticide product label and all applicable federal, state, county and City of Santa Monica laws and regulations as well as City policy.

The CONTRACTOR shall adhere to the following rules for pesticide use:

### **A. Approved Products**

The CONTRACTOR shall apply only those pesticide products that have been approved by the IPM Program Coordinator.

### **B. Pesticide Storage**

The CONTRACTOR shall not store any pesticide product on city premises without the approval of the IPM Program Coordinator.

### **C. Application by Need**

Pesticide application (with the exception of Insect Growth Regulators) shall be according to need and not by schedule. As a general rule, application of pesticide in any interior or exterior area shall not occur unless visual inspection or monitoring devices indicate the presence of pests in that specific area and use of a pesticide is the most effective management technique for an IPM program. Preventive pesticide treatments of areas are acceptable on a case-by-case basis where surveillance indicates a potential insect or rodent infestation. Written approval MUST be granted by the IPM Program Coordinator prior to any preventive pesticide chemical application.

### **D. Risk reduction**

When pesticide use is necessary, the CONTRACTOR shall employ products and techniques that have been determined by the City, in consultation with other appropriate entities, to pose the least risk to people, workers and the environment. Additionally, the most precise application technique and minimum quantity of pesticide necessary to achieve appropriate management shall be applied.

### **E. Application of Pesticides to Exposed Surfaces or as Area Sprays**

Application of pesticides to exposed surfaces or as space sprays (including fogs, mists and ultra-low volume applications) shall be restricted to exceptional situations where no alternative measures are practical. The CONTRACTOR shall obtain the approval of the IPM Program Coordinator prior to any application of pesticide to an exposed surface or any space spray treatment. No surface application or area spray shall be made while people or animals are present in the general vicinity of the application. The CONTRACTOR shall take all necessary precautions to ensure tenant and employee safety, and all necessary steps to ensure the containment of the pesticide to the site of application.

In the event that any such application is necessary, the CONTRACTOR shall provide notice seventy-two (72) hours in advance of any such application, except in emergency circumstances (see section V). Such notice shall consist of the conspicuous posting around any area where pesticides are to be applied, shall be bilingual (English and Spanish), and shall include: 1) the product name and all listed ingredients (both active and inert); 2) the target pest; 3) the date of pesticide use; 4) the signal word indicating the toxicity category of the pesticide; 5) any recommended precautions; 6) the date posting shall remain up through; 7) a contact for more information, and 8) indication that further information is available from the Pest Manager or from the IPM Coordinator. Such posting is to remain up for five (5) half lives after any pesticide application. The CONTRACTOR is responsible for determining the half life of products and their ingredients based upon a methodology or source approved by the IPM Coordinator. In the event of an emergency as determined above, posting will go up at the time of the application and remain up through the five (5) half lives.

## **VII. INSECT MANAGEMENT**

### **A. Emphasis on Non-Pesticide Methods:**

The City prioritizes and the CONTRACTOR shall use non-pesticide methods of pest management wherever possible. For example:

1. Portable vacuums, rather than pesticide sprays, shall be used for initial clean-outs of cockroach infestations, for swarming insects (ants, termites and others) and for management of spiders in webs wherever appropriate.

Trapping devices, rather than pesticide sprays, shall be used for fly management wherever appropriate.

Other non-pesticide methods, as needed.

### **B. Application of Insecticides to Cracks and Crevices**

As a general rule, the CONTRACTOR shall apply all insecticides as crack and crevice treatments only, defined in this contract as treatments in which the formulated insecticide is not visible to a bystander during or after the application process. The CONTRACTOR will seal cracks and crevices with caulk or other products approved by the IPM Program Coordinator and this will be considered part of routine pest management.

### **C. Insecticide Bait Formulations**

When pesticides must be used to manage cockroaches, ants and other insects, bait formulations shall be used whenever possible.

### **D. Monitoring**

Visual identification, sticky traps or other devices shall be used to guide and evaluate indoor insect management efforts whenever possible.

## **VIII. RODENT MANAGEMENT**

### **A. Indoor Trapping and Management**

As a general rule, rodent management inside occupied buildings shall be accomplished with trapping devices only. The CONTRACTOR shall notify the Pest Manager of the location and type of each trapping device as part of the Quality Assurance Form. Trapping devices shall be checked on a schedule approved by the Pest Manager by either the CONTRACTOR or by a designee of the Pest Manager. The party responsible for visual inspection of the traps will be written on the Quality Assurance Form. The

CONTRACTOR shall be responsible for disposing of all trapped rodents in a timely fashion and in accordance with all applicable local, state and federal requirements.

### **B. Use of Rodenticides**

In exceptional circumstances, when rodenticides are deemed essential for adequate management, the CONTRACTOR shall obtain approval of the IPM Program Coordinator prior to making any treatment. As a general rule, rodenticide application outside buildings shall emphasize the direct treatment of rodent nesting sites and burrows wherever feasible. In all other applications, bait formulations of rodenticides, regardless of packaging, shall be placed in EPA-approved tamper-resistant bait boxes.

### **C. Use of Bait Boxes**

Frequency of bait box servicing shall depend upon the level of rodent infestation and the needs of the City. All bait boxes shall be maintained in accordance with EPA regulations, and with an emphasis on the safety for non-target organisms. The CONTRACTOR shall adhere to the following five points:

1. All bait boxes shall be placed out of the general view and in protected areas so as not to be affected by routine cleaning and other operations.
2. The lids of all bait boxes shall be securely locked or fastened shut.
3. All bait boxes shall be securely attached or anchored to the floor, ground, wall or other immovable surface so that the box cannot be picked up or moved.
4. Bait shall always be placed in the baffle-protected feeding chamber of the box and never in the runway of the box.
5. All bait boxes shall be labeled on the outside with the Contractor's business name, phone number, date, bait material and bait EPA registration number by the CONTRACTOR or his employee at the time of installation. The labels shall be checked for readability at each servicing and the date of most recent servicing shall be written onto the label.

## **IX. PROGRAM EVALUATION**

The Pest Managers and the IPM Program Coordinator will continually evaluate this contract in terms of effectiveness and safety. The CONTRACTOR will advise the IPM Program Coordinator as to the effort required to meet each proposed change and will adhere to such changes as are deemed necessary. The CONTRACTOR shall take prompt action to implement changes that will improve the program.

## **X. QUALITY CONTROL PROGRAM**

The CONTRACTOR shall establish a quality control program to assure the requirements of the contract are provided as specified. Within ten (10) working days of the approval of this contract, the CONTRACTOR shall submit their proposed quality control program to the IPM Program Coordinator. The IPM Program Coordinator shall approve or request amendments to the plan within then (10) days of receipt. If amendments are requested, the CONTRACTOR shall resubmit an amended plan within ten (10) days of receipt. The program shall include at least the following items:

### **A. Inspection System**

The CONTRACTOR'S quality control inspection system shall cover all the services stated in this contract. The purpose of the system is for the CONTRACTOR to detect and correct deficiencies in the quality of services before the level of performance becomes unacceptable or the Pest Managers or IPM Program Coordinator identifies the deficiencies.

## **B. Quality Assurance Form**

A Quality Assurance Form has been developed by the city. Amendments to the form will occur from time to time. The IPM Program Coordinator must approve any amendments to the Quality Assurance Form. The form will be a checklist to evaluate job performance and shall be given to the Pest Manager during scheduled and unscheduled inspections and visits to conduct pest management. The form shall include a summary of activities, results of inspections, placement of trapping devices, recommendations for follow-up, including structural or sanitation changes, and any other information regarding the provision of pest management services required to achieve effective pest management. The form shall also include space for the Pest Manager to review or comment on work performed that day by the CONTRACTOR. The form shall be made in triplicate with the CONTRACTOR keeping one copy as part of their permanent records, the Pest Manager shall keep a copy as part of the permanent site records and the third copy will be sent to the IPM Program Coordinator. The CONTRACTOR's copy will not have the comments of the Pest Manager on it, although the CONTRACTOR may request to view these comments by contacting the IPM Program Coordinator.

## **XI. NON-COMPLIANCE**

Any non-compliance with this contract is grounds for termination of the CONTRACTOR's services and the contract.