

**RENEWAL AND AMENDMENT NO. 7  
TO PROFESSIONAL SERVICES AGREEMENT  
BETWEEN Hydrex Pest Control AND  
THE NATIVIDAD MEDICAL CENTER  
FOR  
Pest Control Services**

This Renewal and Amendment No. 7 to Professional Services Agreement (“Agreement”), dated July 1, 2006, is entered into by and between the County of Monterey, on behalf of Natividad Medical Center (“NMC”), and Hydrex Pest Control (Contractor), with respect to the following:

**RECITALS**

**WHEREAS**, the County and Contractor amended the Agreement previously on July 1, 2007 via Amendment No. 1, on July 1, 2008 via Amendment No. 2, on July 1, 2009 via Amendment No.3, on July 1, 2010 via Amendment No. 4, on July 1, 2011 via Renewal, and on July 1, 2012 via Renewal and Amendment No. 6; and

**WHEREAS**, the County and Contractor wish to renew and amend the Agreement to extend the term end date to allow for existing services to continue.

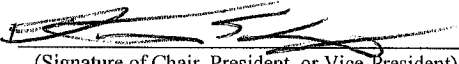
**AGREEMENT**

**NOW, THEREFORE**, the parties agree to renew and amend the Agreement as follows:

1. Contractor will continue to provide NMC with the same scope of services as stated in the original Agreement (No. MYA704).
2. Section 3., “TERM OF AGREEMENT” shall be amended by removing, “*The term of this Agreement is from July 1, 2006 to June 30, 2007 unless sooner terminated pursuant to this Agreement*” and replacing it with “*The term of this Agreement is from July 1, 2006 to June 30, 2014 unless sooner terminated pursuant to this Agreement.*”
3. Except as provided herein, all remaining terms, conditions and provisions of the Agreement and Amendment Nos. 1, 2, 3, 4, Renewal, No. 6 are unchanged and unaffected by this Renewal and Amendment No. 7 and shall continue in full force and effect as set forth in the Agreement.
4. A copy of this Renewal and Amendment No. 7 and all previous amendments and renewals shall be attached to the original Agreement (No. MYA704).
5. The effective date of this Renewal and Amendment is July 1, 2013.

IN WITNESS WHEREOF, the parties hereto are in agreement with this Amendment on the basis set forth in this document and have executed this Amendment on the day and year set forth herein.

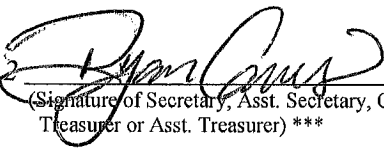
**CONTRACTOR**

Signature   
(Signature of Chair, President, or Vice-President)\*\*\*

Dated 4/17/13

Printed Name KEN WATSON

Title BRANCH MANAGER

Signature   
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer) \*\*\*

Dated 6/17/13

Printed Name RYAN CAVES

Title LICENSED FIELD TECH

\*\*\*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in and individual capacity, the individual shall set forth the name of the business, if any and shall personally sign the Agreement.

**NATIVIDAD MEDICAL CENTER**

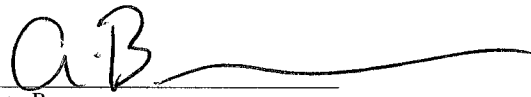
Signature \_\_\_\_\_  
Purchasing Manager

Dated \_\_\_\_\_

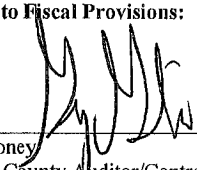
Signature   
NMC – CEO

Dated 6/25/13

Approved as to Legality and Legal Form:  
Charles J. McKee, County Counsel

By   
Anne Brauer  
Deputy Attorney for County and NMC

Dated: July 8, 2013

Approved as to Fiscal Provisions:  
By   
Gary Giboney  
Monterey County Auditor/Controller's Office

Dated: 7-9, 2013

**RENEWAL AND AMENDMENT NO. 6  
TO THE PROFESSIONAL SERVICES AGREEMENT  
BETWEEN NATIVIDAD MEDICAL CENTER (COUNTY OF MONTEREY) AND  
HYDREX PEST CONTROL**

**THIS RENEWAL and Amendment No. 6** to the County of Monterey Agreement for Professional Services (hereinafter, "RENEWAL") is made and entered into, by and between the County of Monterey, a political subdivision of the State of California, on behalf of Natividad Medical Center, an acute care hospital (hereinafter, "County"), and HYDREX PEST CONTROL (hereinafter, "CONTRACTOR") (collectively, the County and CONTRACTOR are referred to as the "Parties.").

**WHEREAS**, the Parties had previously entered into an Agreement for Professional Services (hereinafter, "Agreement"), on July 01, 2006; and

**WHEREAS**, the Agreement was amended on July 1, 2007 (hereinafter, "Amendment No. 1"); on July 1, 2008 (hereinafter, "Amendment No.2"); on July 1, 2009 (hereinafter, "Amendment No. 3"); on July 1, 2010 (hereinafter, "Amendment No. 4"); and on July 1, 2011 (hereinafter, "Renewal").

**WHEREAS**, the Agreement and all Amendments are attached hereto as Attachment 1; and

**WHEREAS**, that Agreement expired on June 30, 2012; and

**WHEREAS**, the Parties wish to renew the Agreement on the same or similar terms, beginning July 1, 2012 to provide services associated with Monthly Pest Control services within the County of Monterey.

**NOW THEREFORE**, the Parties agree as follows:

1. The Agreement is hereby renewed on its prior terms and conditions as set forth in Attachment 1, incorporated herein by this reference, except as specifically set forth below.
2. The term of this RENEWAL and Amendment No. 6 is from July 1, 2012 to June 30, 2013, unless sooner terminated pursuant to the terms of this RENEWAL, or extended in writing.
3. County shall pay the CONTRACTOR in accordance with the payment provisions set forth in Attachment 1, subject to the limitations set forth in this RENEWAL and Amendment No. 6. The total amount payable by County to CONTRACTOR shall not exceed the sum of \$109,000.
4. If there is any conflict or inconsistency between the provisions of Agreement, or this RENEWAL, the provisions of this RENEWAL shall govern.

Renewal of Professional Services Agreement  
O'Connor & Sons INC Hydrex Pest Control  
Pest Control Services  
Natividad Medical Center  
Term: July 1, 2012 thru June 30, 2013  
Not to Exceed: \$109,000

IN WITNESS WHEREOF, the parties hereby execute this RENEWAL as follows:

NATIVIDAD  
MEDICAL CENTER

By: [Signature]  
NMC Contracts/Purchasing Agent

Date: 11-19-12

By: [Signature]  
Department Head (if applicable)

Date: 10/1/12

By: [Signature]  
Stacy Saetta, Deputy County Counsel

Date: 11/16/12

By: [Signature]  
Auditor/Controller

Date: 11/16-12

CONTRACTOR

HYDREX PEST CONTROL  
Contractor's Business Name\*\*\*

[Signature]  
Signature of Chair, President, or Vice-President

KEN WALTON BRANCH MANAGER  
Name and Title

Date: 9/28/12

By: \_\_\_\_\_  
Signature of Secretary, Asst. Secretary,  
CFO, Treasurer or Asst. Treasurer

\_\_\_\_\_  
Name and Title

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

\*\*\*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in and individual capacity, the individual shall set forth the name of the business, if any and shall personally sign the Agreement.

**MONTEREY COUNTY BOARD OF SUPERVISORS**

<b>MEETING:</b>	<b>November 8, 2011</b>	<b>AGENDA NO.:</b>
<b>SUBJECT:</b>	Authorize the Purchasing Manager for Natividad Medical Center (NMC) to execute the Renewal to the Agreement with Hydrex Pest Control for pest control services at NMC in an amount not to exceed \$109,000 in the aggregate and \$23,000 for the period July 1, 2011 to June 30, 2012.	
<b>DEPARTMENT:</b>	Natividad Medical Center	

**RECOMMENDATION:**

It is recommended the Board of Supervisors authorize the Purchasing Manager for Natividad Medical Center (NMC) to execute the Renewal to the Agreement with Hydrex Pest Control for pest control services at NMC in an amount not to exceed \$109,000 in the aggregate and \$23,000 for the period July 1, 2011 to June 30, 2012.

**SUMMARY/DISCUSSION:**

Hydrex Pest Control provides pest control services for Natividad Medical Center, including: Boundary and perimeter treatments, including rodent control, bee elimination, insect control and interior insect control treatments.

These systems and components are vital to infection control, patient safety, and patient satisfaction at NMC

**OTHER AGENCY INVOLVEMENT:**

The Amendment has been reviewed and approved by County Counsel, the Auditor/Controller's office, and the Natividad Medical Center Board of Trustees' Finance Committee.

**FINANCING:**

The cost for this Amendment is \$23,000 and is included in the Fiscal Year 2011/2012 Adopted Budget. There is no impact to the General Fund.

Prepared by:

James Kari, 755-4081  
Director of Engineering  
July 7, 2011

\_\_\_\_\_  
Harry Weis  
Chief Executive Officer

Attachments: Amendments 1, 2, 3, 4, 5, Agreement, Board Order  
Attachments are on file with the Clerk of the Board

**Before the Board of Supervisors in and for the  
County of Monterey, State of California**

Authorize the Purchasing Manager for Natividad )  
Medical Center (NMC) to execute the Renewal to the )  
Agreement with Hydrex Pest Control for pest control )  
services at NMC in an amount not to exceed \$109,000 in )  
the aggregate and \$23,000 for the period July 1, 2011 to )  
June 30, 2012..... )

Upon motion of Supervisor Salinas, seconded by Supervisor Potter, and carried by those members present, the Board hereby;

Authorized the Purchasing Manager for Natividad Medical Center (NMC) to execute the Renewal to the Agreement with Hydrex Pest Control for pest control services at NMC in an amount not to exceed \$109,000 in the aggregate and \$23,000 for the period July 1, 2011 to June 30, 2012.

PASSED AND ADOPTED on this 8th day of November 2011, by the following vote, to wit:

AYES: Supervisors Armenta, Calcagno, Salinas, Parker and Potter  
NOES: None  
ABSENT: None

I, Gail T. Borkowski, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 75 for the meeting on November 8, 2011.

Dated: November 15, 2011

Gail T. Borkowski, Clerk of the Board of Supervisors  
County of Monterey, State of California

By *Danise Hancock*  
Deputy

**RENEWAL  
TO THE PROFESSIONAL SERVICES AGREEMENT  
BETWEEN NATIVIDAD MEDICAL CENTER (COUNTY OF MONTEREY) AND  
HYDREX PEST CONTROL**

**THIS RENEWAL** to the County of Monterey Agreement for Professional Services (hereinafter, "RENEWAL") is made and entered into, by and between the Natividad Medical Center (County of Monterey), a political subdivision of the State of California (hereinafter, "County"), and Hydrex Pest Control (hereinafter, "CONTRACTOR") (collectively, the County and CONTRACTOR are referred to as the "Parties.").

**WHEREAS**, the Parties had previously entered into an Agreement for Professional Services (hereinafter, "Agreement"), on July 01, 2006; and

**WHEREAS**, the Agreement was amended on July 01, 2007 (hereinafter, "Amendment No. 1"); and

**WHEREAS**, the Agreement was amended on July 01, 2008 (hereinafter, "Amendment No. 2"); and

**WHEREAS**, the Agreement was amended on March 01, 2009 (hereinafter, "Amendment No. 3"); and

**WHEREAS**, the Agreement was amended on July 01, 2009 (hereinafter, "Amendment No. 4"); and

**WHEREAS**, the Agreement was amended on July 01, 2010 (hereinafter, "Amendment No. 5"); and

**WHEREAS**, the Agreement and all Amendments are, attached hereto as Attachment No. 1; and

**WHEREAS**, that Agreement expired on June 30, 2011; and

**WHEREAS**, the Parties wish to renew the Agreement on the same or similar terms, beginning July 01, 2011, and increase the amount payable by \$23,000 to continue to provide services associated with Maintenance and Repairs of all Pest Control at NMC services within the County of Monterey.

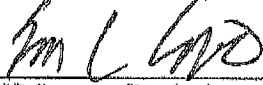
**NOW THEREFORE**, the Parties agree as follows:

1. The Agreement is hereby renewed on its prior terms and conditions as set forth in Attachment 1, incorporated herein by this reference, except as specifically set forth below.


2. The term of this RENEWAL is from July 01, 2011 to June 30, 2012, unless sooner terminated pursuant to the terms of this RENEWAL, or extended in writing.
3. County shall pay the CONTRACTOR in accordance with the payment provisions set forth in Attachment 1, subject to the limitations set forth in this RENEWAL. The total amount payable by County to CONTRACTOR shall not exceed the sum of \$109,000.
4. If there is any conflict or inconsistency between the provisions of Agreement, or this RENEWAL, the provisions of this RENEWAL shall govern.

IN WITNESS WHEREOF, the parties hereby execute this RENEWAL as follows:


**NATIVIDAD  
MEDICAL CENTER**

By:   
NMC Contracts/Purchasing Agent

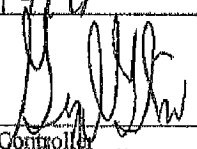
Date: 11-18-11

By:   
Department Head (if applicable)

Date: 9/15/11

By:   
Stacy Saetta, Deputy County Counsel

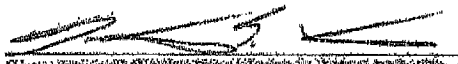
Date: 10/4/11

By:   
Auditor/Controller

Date: 10-5-11


**CONTRACTOR**


HYDREX PEST CONTROL  
Contractor's Business Name\*\*\*

  
Signature of Chief, President, or Vice-President

KEN WALTON BRANCH MANAGER  
Name and Title

Date: 9/15/11

By:   
Signature of Secretary, Asst. Secretary,  
CEO, Treasurer, or Asst. Treasurer

  
Name and Title\*\*

Date: 2/19

\*\*\*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is



contracting in and individual capacity, the individual shall set forth the name of the business, if any and shall personally sign the Agreement.

Page 3 of 3

Renewal to the Professional Services Agreement  
Hydrex Pest Control  
Pest Control at NMC  
Natividad Medical Center  
Term: \_ July 01, 2011 thru \_ June 30, 2012  
Not to Exceed: \$23,000

(Original Agreement No. (BPO 1303))

RENEWAL AMENDMENT NO. 4  
FOR PROFESSIONAL SERVICE AGREEMENT  
BETWEEN Hydrex Pest Control AND  
THE COUNTY OF MONTEREY  
FOR  
Pest Control Services

The parties to Professional Service Agreement, dated July 01, 2006 between the County of Monterey, on behalf of Natividad Medical Center ("NMC"), and Hydrex Pest Control (Contractor), hereby agree to renew their Agreement No. (BPO 1303) on the following amended terms and conditions:

1. Contractor will continue to provide NMC with the same scope of service as stated in the original Agreement No. (BPO 1303).
2. This Renewal Amendment shall become effective on July 01, 2010 and shall continue in full force and extending the term date until June 30, 2011.
3. The total amount payable by County to Contractor under Agreement No. (BPO 1303) shall not exceed the total sum of \$86,000.00 for the full term of the Agreement and \$18,000.00 for fiscal year 2010-2011.
4. All other terms and conditions of the Agreement shall continue in full force and effect.
5. A copy of this Amendment shall be attached to the original Agreement No. (BPO 1303).

IN WITNESS WHEREOF, the parties hereto are in agreement with this Amendment and Professional Service Agreement on the basis set forth in this document and have executed this amendment on the day and year set forth herein.

CONTRACTOR

Signature [Handwritten Signature]

Dated 6/21/10

Printed Name KEN WATSON

Title Branch Manager

COUNTY OF MONTEREY

Signature [Handwritten Signature]  
Purchasing Manager

Dated 7/1/10

Signature [Handwritten Signature]  
NMC - CEO

Dated 6/21/10

Approved as to Legal Form:

Charles J. McKee, County Counsel

By [Handwritten Signature]

William LRT, Deputy  
Attorneys for County and NMC

Dated: 5/29 2010

[Handwritten Signature]

Reviewed as to legal provisions

[Handwritten Signature]

Auditor/Controller  
County of Monterey

[Handwritten Initials]

(Original Agreement No. (B960969405))

RENEWAL AMENDMENT NO. 3  
FOR PROFESSIONAL SERVICE AGREEMENT  
BETWEEN Hydrex Pest Control AND  
THE COUNTY OF MONTEREY  
FOR  
Pest Control Services

The parties to Professional Service Agreement, dated July 01, 2006 between the County of Monterey, on behalf of Natividad Medical Center ("NMC"), and Hydrex Pest Control (Contractor), hereby agree to renew their Agreement No. (B960969405) on the following amended terms and conditions:

1. Contractor will continue to provide NMC with the same scope of service as stated in the original Agreement No. (B960969405).
2. This Renewal Amendment shall become effective on July 01, 2009 and shall continue in full force and extending the term date until June 30, 2010.
3. The total amount payable by County to Contractor under Agreement No. (B960969405) shall not exceed the total sum of \$68,000.00 for the full term of the Agreement and \$18,000.00 for fiscal year 2009-2010.
4. All other terms and conditions of the Agreement shall continue in full force and effect.
5. A copy of this Amendment shall be attached to the original Agreement No. (B960969405).

IN WITNESS WHEREOF, the parties hereto are in agreement with this Amendment and Professional Service Agreement on the basis set forth in this document and have executed this amendment on the day and year set forth herein.

CONTRACTOR

Signature [Signature]

Dated 5-6-09

Printed Name TIM HAWKINS

Title BRANCH MANAGER

COUNTY OF MONTEREY

Signature [Signature]

Dated 8-6-09

Purchasing Manager

Signature [Signature]

Dated 8/5

NMC - CEO

Approved as to Legal Form:  
Charles J. McKee, County Counsel

By [Signature]  
William Litt, Deputy  
Attorneys for County and NMC

Reviewed as to Fiscal Provisions  
[Signature]  
Auditor-Controller  
County of Monterey  
8-5-09

Dated: 8/5 2009

(Original Agreement No. (B960869405))

RENEWAL AMENDMENT NO. 2  
FOR PROFESSIONAL SERVICE AGREEMENT  
BETWEEN Hydrex Pest Control AND  
THE COUNTY OF MONTEREY  
FOR  
Pest Control Services

The parties to Professional Service Agreement, dated July 2, 2007 between the County of Monterey, on behalf of Natividad Medical Center ("NMC"), and Hydrex Pest Control (Contractor), hereby agree to renew their Agreement No. (B960869405) on the following amended terms and conditions:

1. Contractor will continue to provide NMC with the same scope of service as stated in the original Agreement No. (B960869405).
2. This Renewal Amendment shall become effective on July 1, 2008 and shall continue in full force and extending the term date until June 30, 2009.
3. The total amount payable by County to Contractor under Agreement No. (B960869405) shall not exceed the total sum of \$30,000.00 for the full term of the Agreement; and \$18,000.00 for fiscal year 2008-2009.
4. All other terms and conditions of the Agreement shall continue in full force and effect.
5. A copy of this Amendment shall be attached to the original Agreement No. (B960869405).

IN WITNESS WHEREOF, the parties hereto are in agreement with this Amendment and Professional Service Agreement on the basis set forth in this document and have executed this amendment on the day and year set forth herein.

CONTRACTOR

Signature Jim Hawkins

Dated 03/18/08

Printed Name Jim Hawkins

Title Branch manager

COUNTY OF MONTEREY

Signature [Signature]  
Purchasing Manager

Dated 2/6/09

Signature [Signature]  
NMC - CEO

Dated 4/28/08

Approved as to Legal Form:  
Charles J. McJannet, County Counsel

BY [Signature]  
William M. Litt, Deputy Attorney for County and NMC

Dated: 4/16 2008

(Original Agreement No. (B960769405)

RENEWAL AMENDMENT NO. 1  
FOR PROFESSIONAL SERVICE AGREEMENT  
BETWEEN Hydrex Pest Control AND  
THE COUNTY OF MONTEREY  
FOR  
Pest Control SERVICES

The parties to Professional Service Agreement, dated July 1<sup>st</sup>, 2006 between the County of Monterey, on behalf of Natividad Medical Center ("NMC"), and Hydrex Pest Control (Contractor), hereby agree to renew their Agreement No. B960769405 on the following amended terms and conditions:

1. Contractor will continue to provide NMC with the same scope of service as stated in the original Agreement No. B960769405
2. This Renewal Amendment shall become effective on July 1<sup>st</sup>, 2007 and shall continue in full force and extending the term date until July 30<sup>th</sup>, 2008
4. The total amount payable by County to Contractor under Agreement No. B960769405 shall not exceed the total sum of \$32,000.00 for the full term of the Agreement; and \$16,000.00 for fiscal year 2007-2008.
5. All other terms and conditions of the Agreement shall continue in full force and effect.
6. A copy of this Amendment shall be attached to the original Agreement No. B960769405

IN WITNESS WHEREOF, the parties hereto are in agreement with this Amendment and Professional Service Agreement on the basis set forth in this document and have executed this amendment on the day and year set forth herein.

CONTRACTOR

Signature [Handwritten Signature]

Dated May 14-07

Printed Name Tina Hawkins

Title Manager

COUNTY OF MONTEREY

Signature [Handwritten Signature]  
Purchasing Manager

Dated 7.5.07

Signature \_\_\_\_\_  
NMC - CEO

Dated \_\_\_\_\_

Approved as to Legal Form:

Charles J. McKee, County Counsel

by W. Allen Bidwell

W. Allen Bidwell, Deputy  
Attorneys for County and NMC

Dated: 05-29, 2007

COUNTY OF MONTEREY AGREEMENT FOR PROFESSIONAL SERVICES  
(NOT TO EXCEED \$25,000)

This Professional Services Agreement ("Agreement") is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter "County") and Hydrex Pest Control Co.  
(hereinafter "CONTRACTOR").

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

1. **SERVICES TO BE PROVIDED.** The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in Exhibit A in conformity with the terms of this Agreement. The services are generally described as follows: Provide pest control services throughout Natividad Medical Center.

2. **PAYMENTS BY COUNTY.** County shall pay the CONTRACTOR in accordance with the payment provisions set forth in Exhibit A, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of \$ 16,000.00.

3. **TERM OF AGREEMENT.** The term of this Agreement is from July 1, 2006 to June 30, 2007, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and CONTRACTOR may not commence work before County signs this Agreement.

4. **ADDITIONAL PROVISIONS/EXHIBITS.** The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

Exhibit A    Scope of Services/Payment Provisions

5. **PERFORMANCE STANDARDS.**

5.01. CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.

5.02. CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.

5.03. CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

#### 6. PAYMENT CONDITIONS.

6.01. CONTRACTOR shall submit to the Contract Administrator an invoice on a form acceptable to County. If not otherwise specified, the CONTRACTOR may submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice as the County may require. The Contract Administrator or his or her designee shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement, and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

6.02. CONTRACTOR shall not receive reimbursement for travel expenses unless set forth in this Agreement.

#### 7. TERMINATION.

7.01. During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

7.02. The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.

8. INDEMNIFICATION. CONTRACTOR shall indemnify, defend, and hold harmless the County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

#### 9. INSURANCE.

9.01. Insurance Coverage Requirements: Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial general liability insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broadform Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

Exemption/Modification (Justification attached; subject to approval).

Business automobile liability insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$500,000 per occurrence.

Exemption/Modification (Justification attached; subject to approval).

Workers' Compensation Insurance, if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

Exemption/Modification (Justification attached; subject to approval).

Professional liability insurance, if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

Exemption/Modification (Justification attached; subject to approval).

9.02. Other Insurance Requirements. All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds with respect to liability arising out of the CONTRACTOR'S work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR'S insurance. The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.



Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

CONTRACTOR shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement which entitles County, at its sole discretion, to terminate this Agreement immediately.

## 10. RECORDS AND CONFIDENTIALITY.

10.01. Confidentiality. CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.

10.02. County Records. When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.

10.03. Maintenance of Records. CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three year period, then CONTRACTOR shall retain said records until such action is resolved.

10.04. Access to and Audit of Records. The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.

10.05. Royalties and Inventions. County shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of County.

11. **NON-DISCRIMINATION.** During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), or sexual orientation, either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

12. **COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANT.** If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

13. **INDEPENDENT CONTRACTOR.** In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is at all times acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or particular County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to, sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability which County may incur because of CONTRACTOR's failure to pay such taxes.

14. **NOTICES.** Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County's and CONTRACTOR'S contract administrators at the addresses listed below:

FOR COUNTY:	FOR CONTRACTOR:
Name and Title	<u>HYDREX PEST Control</u> Name and Title
Address	<u>8 HANBAE STEE VILLAGE #507</u> Address
Phone	<u>800-318-1162</u> Phone

15. **MISCELLANEOUS PROVISIONS.**

15.01: Conflict of Interest. CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement which would directly or indirectly conflict in any manner.

or to any degree with the full and complete performance of the professional services required to be rendered under this Agreement.

15.02. Amendment. This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.

15.03. Waiver. Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.

15.04. Contractor. The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.

15.05. Disputes. CONTRACTOR shall continue to perform under this Agreement during any dispute.

15.06. Assignment and Subcontracting. The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.

15.07. Successors and Assigns. This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.

15.08. Compliance with Applicable Law. The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.

15.09. Headings. The headings are for convenience only and shall not be used to interpret the terms of this Agreement.

15.10. Time is of the Essence. Time is of the essence in each and all of the provisions of this Agreement.

15.11. Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California.

15.12. Non-exclusive Agreement. This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.

15.13. Construction of Agreement. The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.

15.14. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

15.15. Authority. Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.

15.16. Integration. This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.

15.17. Interpretation of Conflicting Provisions. In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

This space is left blank, intentionally.

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Agreement as of the day and year written below.

COUNTY OF MONTEREY

CONTRACTOR

By: [Signature]  
Purchasing Manager

Date: 10/26/06

By: Andrea Rosenberg  
Department Head (if applicable)

Date: 10/19/06

Approved as to Form

By: W. Allen Bidwell  
Deputy County Counsel

Date: 10-05-2006

Approved as to Fiscal Provisions<sup>1</sup>

By: \_\_\_\_\_  
Auditor/Controller

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

RISK MANAGEMENT  
COUNTY OF MONTEREY

Approved as to Indemnity/  
Insurance Language

By: [Signature]  
Risk Management

Date: 10/19/06

HYDREX PEST CONTROL  
Contractor's Business Name<sup>2</sup>

By: [Signature]  
(Signature of Chair, President, or  
Vice-President)<sup>2</sup>

Tom Hawkins Manager  
Name and Title

Date: 9-26-06

By: [Signature]  
(Signature of Secretary, Asst. Secretary, CFO, or  
Asst. Treasurer)<sup>2</sup>

Tom Hawkins Manager  
Name and Title

Date: 9-26-06

\*INSTRUCTIONS: IF CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. IF CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. IF CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

<sup>1</sup>Approval by Auditor/Controller is necessary only if changes are made in paragraph 6 or if changes are made in paragraph 2 by amendment.

<sup>2</sup>Approval by Risk Management is necessary only if changes are made in paragraph 8 or 9.

## EXHIBIT A

### Scope of Services

CONTRACTOR shall provide pest control services throughout Natividad Medical Center.

### Payment Provisions

1. Subject to the limitations set forth herein, County shall pay to CONTRACTOR during the term of July 1, 2006 to June 30, 2007. The maximum obligation of the County for services provided hereunder shall be \$16,000.00.
2. If for any reason this Agreement is cancelled, County's maximum liability shall be the total utilization to date of cancellation not to exceed the maximum amount listed above.
3. If County certified payment at a lesser amount than the amount requested, County shall immediately notify the CONTRACTOR in writing of such certification and shall specify the reason for it. If the CONTRACTOR desires to contest the certification, the CONTRACTOR must submit a written notice of protest to the County within 20 days after the CONTRACTOR's receipt of the County notice. The parties shall thereafter promptly meet to review the dispute and resolve it on a mutually acceptable basis. No court action may be taken on such a dispute until the parties have met and attempted to resolve the dispute in person.
4. County will pay CONTRACTOR the following rate fees:
  - \$1,000.00/month for monthly pest control service (as per agreement attached)
  - Emergency Service calls will be priced as needed
5. Other payment provisions are set forth in Section 6 of the Agreement.



# CERTIFICATE OF LIABILITY INSURANCE

OF ID: M3

DATE (MM/DD/YYYY)

12/21/12

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> James C. Jenkins Ins Srvc Sac License No. 0548478 P.O. Box 13847 Sacramento, CA 95853 Paul Lindsay		916-925-3525 916-583-7813	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: <b>HYDRE-4</b>	<b>FAX (A/C, No):</b>
<b>INSURED</b> Hydrex Pest Control West Coast 313 Dawson Drive Camarillo, CA 93012		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: <b>Nova Casualty Company</b> INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:		<b>NAIC #</b> 42552

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR / WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Pesticide/ <input checked="" type="checkbox"/> Herbicide GEN'L AGGREGATE LIMT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	X	POCCL00102504	12/31/12	12/31/13	EACH OCCURRENCE \$ <b>1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>100,000</b> MED EXP (Any one person) \$ <b>5,000</b> PERSONAL & ADV INJURY \$ <b>1,000,000</b> GENERAL AGGREGATE \$ <b>2,000,000</b> PRODUCTS - COMP/OP AGG \$ <b>2,000,000</b> Emp Ben. \$ <b>1,000,000</b>
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> COMP \$1,000	X	POCCL00102504	12/31/12	12/31/13	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b> BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
A	<b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ <b>10,000</b>		POCUM00100372	12/31/12	12/31/13	EACH OCCURRENCE \$ <b>3,000,000</b> AGGREGATE \$ <b>3,000,000</b> \$ \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	PCWWK00101251	08/17/12	08/17/13	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ <b>1,000,000</b> E.L. 3 SEASE - EA EMPLOYEE \$ <b>1,000,000</b> E.L. 3 SEASE - POLICY LIMIT \$ <b>1,000,000</b>
A	<b>Blanket Personal</b> Property		POCCL00102504	12/31/12	12/31/13	Spec Form <b>170,000</b> Repl Cost

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

The County of Monterey, its officers and employees are named as additional insured on the General Liability and Auto per the attached endorsement. General Liability is primary.

**CERTIFICATE HOLDER**

NATIVID

Natividad Medical Center  
 1441 Constitution Blvd.  
 Salinas, CA 93912

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2009 ACORD CORPORATION. All rights reserved.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – AUTOMATIC  
STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU –  
PRIMARY INSURANCE**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

- A. Section II — Who Is An Insured** is amended to include as an insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability arising out of your ongoing operations performed for that insured. A person's or organization's status as an insured under this endorsement ends when your operations for that insured are completed.

This insurance applies on a primary basis if that is required by the written contract, written agreement or permit.

- B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:**

**2. Exclusions**

This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

(1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and

(2) Supervisory, inspection, architectural or engineering activities.

- b. "Bodily injury" or "property damage" occurring after:

(1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or

(2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.





YEAR

2013

# Withholding Exemption Certificate

CALIFORNIA FORM

590

(This form can only be used to certify exemption from nonresident withholding under California R&TC Section 18662. This form cannot be used for exemption from wage withholding.)

File this form with your withholding agent.  
(Please type or print)

Withholding agent's name

Vendor/Payee's name  
O'CONNOR and SONS INC DBA

Vendor/Payee's  Social security number  
 SOS. no.  California corp. no.  FEIN

Note:  
Failure to furnish your identification number will make this certificate void.

95-2699686

Vendor/Payee's address (number and street)

3B DAWSON DRIVE

APT no.

Private Mailbox no.

Vendor/Payee's daytime telephone no.  
( )

City  
CARMARILLO

State  
CA

ZIP Code  
93012

I certify that for the reasons checked below, the entity or individual named on this form is exempt from the California income tax withholding requirement on payment(s) made to the entity or individual. Read the following carefully and check the box that applies to the vendor/payee:

**Individuals — Certification of Residency:**

I am a resident of California and I reside at the address shown above. If I become a nonresident at any time, I will promptly inform the withholding agent. See Instructions for Form 590, General Information D, for the definition of a resident.

**Corporations:**

The above-named corporation has a permanent place of business in California at the address shown above or is qualified through the California Secretary of State to do business in California. The corporation will withhold on payments of California source income to nonresidents when required. If this corporation ceases to have a permanent place of business in California or ceases to be qualified to do business in California, I will promptly inform the withholding agent. See instructions for Form 590, General Information E, for the definition of permanent place of business.

**Partnerships:**

The above-named partnership has a permanent place of business in California at the address shown above or is registered with the California Secretary of State, and is subject to the laws of California. The partnership will file a California tax return and will withhold on foreign and domestic nonresident partners when required. If the partnership ceases to do any of the above, I will promptly inform the withholding agent. **Note:** For withholding purposes, a Limited Liability Partnership is treated like any other partnership.

**Limited Liability Companies (LLC):**

The above-named LLC has a permanent place of business in California at the address shown above or is registered with the California Secretary of State, and is subject to the laws of California. The LLC will file a California tax return and will withhold on foreign and domestic nonresident members when required. If the LLC ceases to do any of the above, I will promptly inform the withholding agent.

**Tax-Exempt Entities:**

The above-named entity is exempt from tax under California or federal law. The tax-exempt entity will withhold on payments of California source income to nonresidents when required. If this entity ceases to be exempt from tax, I will promptly inform the withholding agent.

**Insurance Companies, IRAs, or Qualified Pension/Profit Sharing Plans:**

The above-named entity is an insurance company, IRA, or a federally qualified pension or profit-sharing plan.

**California Irrevocable Trusts:**

At least one trustee of the above-named irrevocable trust is a California resident. The trust will file a California fiduciary tax return and will withhold on foreign and domestic nonresident beneficiaries when required. If the trustee becomes a nonresident at any time, I will promptly inform the withholding agent.

**Estates — Certification of Residency of Deceased Person:**

I am the executor of the above-named person's estate. The decedent was a California resident at the time of death. The estate will file a California fiduciary tax return and will withhold on foreign and domestic nonresident beneficiaries when required.

**CERTIFICATE:** Please complete and sign below.

Under penalties of perjury, I hereby certify that the information provided herein is, to the best of my knowledge, true and correct. If conditions change, I will promptly inform the withholding agent.

Vendor/Payee's name and title (type or print)

O'CONNOR & SONS INC, by RICK K. JUE, controller


Vendor/Payee's signature

*Rick K. Jue*

Date 6/17/2013

**COUNTY OF MONTEREY - VENDOR DATA RECORD** (Rev. 3-2012)

Required when doing business with the County of Monterey - No IRS W-9 form needed (Foreign vendors should submit IRS W-8)

<b>1</b>	<b>COUNTY OF MONTEREY</b> <b>Contracts/Purchasing</b> 168 W. Alisal Street 3 <sup>rd</sup> Floor Salinas, CA 93901 Email: <a href="mailto:mcvss@co.monterey.ca.us">mcvss@co.monterey.ca.us</a> Phone: (831) 755-4999 Fax: (831) 755-4969	PURPOSE: Information contained in this form will be used by the County of Monterey to prepare information returns (Form 1099) and for withholding on payments to nonresident vendors. Prompt return of this fully completed form will prevent delays when processing payments.  See Privacy Statement and California Non-Resident Withholding Information on next page.											
<b>2</b>	VENDOR'S LEGAL NAME (as shown on your income tax return) <b>O'CONNOR AND SONS INC</b> BUSINESS NAME / DBA (if different from line 1) <b>HYDREX PEST CONTROL-WEST COAST</b> MAILING ADDRESS <b>313 DAWSON DRIVE</b> ADDITIONAL MAILING ADDRESS  CITY, STATE, ZIP CODE <b>CAMARILLO, CA 93012</b>	SELECT NAME TO BE MADE PAYABLE TO <input type="checkbox"/> Legal Name <input checked="" type="checkbox"/> Alias/DBA <input type="checkbox"/> Both  PHONE NUMBER                      FAX NUMBER <b>805-925-8711                      805-928-9758</b>  E-MAIL ADDRESS <b>ELEON@HYDREX.BIZ</b>  REMIT-TO ADDRESS <b>101 CHYAMA LANE</b>  REMIT-TO CITY, STATE, ZIP CODE <b>MIPOMO, CA 93444</b>											
<b>3</b>	FEDERAL EMPLOYER IDENTIFICATION NUMBER (EIN): <input type="checkbox"/> C CORPORATION <input checked="" type="checkbox"/> S CORPORATION <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> EXEMPT PAYEE (e.g., government, non-profit) <input type="checkbox"/> OTHER: ▶  SOCIAL SECURITY NUMBER (SSN): <input type="checkbox"/> INDIVIDUAL OR SOLE PROPRIETOR	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:12.5%; text-align:center;">9</td> <td style="width:12.5%; text-align:center;">5</td> <td style="width:12.5%; text-align:center;">-</td> <td style="width:12.5%; text-align:center;">2</td> <td style="width:12.5%; text-align:center;">6</td> <td style="width:12.5%; text-align:center;">9</td> <td style="width:12.5%; text-align:center;">9</td> <td style="width:12.5%; text-align:center;">6</td> <td style="width:12.5%; text-align:center;">8</td> <td style="width:12.5%; text-align:center;">6</td> </tr> </table> <input type="checkbox"/> TRUST/ESTATE <input type="checkbox"/> LIMITED LIABILITY COMPANY (LLC) <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership	9	5	-	2	6	9	9	6	8	6	For Tax ID entry instructions, please see next page  NOTE: Payment will not be processed without an accompanying taxpayer I.D. number.
9	5	-	2	6	9	9	6	8	6				
<b>4</b>	PLEASE CHECK ALL BOXES THAT ARE APPLICABLE TO THE CATEGORY OF PAYMENT: <input type="checkbox"/> SUPPLIES/EQUIPMENT <input type="checkbox"/> ATTORNEY SERVICES <input type="checkbox"/> INTEREST <input type="checkbox"/> SERVICES (MEDICAL) <input type="checkbox"/> LEGAL SETTLEMENT <input type="checkbox"/> GRANTS <input checked="" type="checkbox"/> SERVICES (NON-MEDICAL) <input type="checkbox"/> RENT/LEASE <input type="checkbox"/> OTHER: ▶  Are you a former employee of the County of Monterey? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No  Are you a Certified Green Business? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (See information regarding green certification on next page)												
<b>5</b>	CALIFORNIA STATE WITHHOLDING STATUS (CA withholding information on next page): <input checked="" type="checkbox"/> California Resident <input type="checkbox"/> California Form 590 (Withholding Exemption Certificate) attached  <input type="checkbox"/> California Non-Resident <input type="checkbox"/> Waiver of State withholding from California Franchise Tax Board attached <input type="checkbox"/> California Form 590 (Withholding Exemption Certificate) attached <input type="checkbox"/> All services for payments issued are performed OUTSIDE of California <input type="checkbox"/> No Services are being rendered, only goods are being provided for payment	CA Form 590 required if your address above in section 2 is a non-CA address  CA NON-RESIDENTS: 7% will be withheld from payment unless one of the lower four boxes on left is checked.											
<b>6</b>	I hereby certify under penalty of perjury that the information provided on this document is true and correct. Should my residency status change, I will promptly notify the County of Monterey. Authorized Representative's Name (Type or Print) <b>RICK K. JUE</b> Title <b>controller</b>  Signature  Date <b>6/17/2013</b> Phone Number <b>(805)-482-2782</b>												