

ATTACHMENT D
SAMPLE MAINTENANCE SERVICE AGREEMENT

City of Pittsburgh IPM Contract

**Structural Integrated Pest Management Program:
Contract Specifications for the City of Pittsburgh**

CONTRACT NO. _____

Premises covered by this specification:

- 1. _____
- 2. _____
- 3. _____
- 4. _____
- 5. _____

(Attach additional list if necessary)

1. GENERAL

A. Description of Program: This specification is part of a comprehensive Integrated Pest Management (IPM) program for the premises listed above. IPM is a process for achieving long-term, environmentally sound pest suppression and prevention through the use of a wide variety of technological and management practices. Control strategies in an IPM program include:

- Structural and procedural modifications to reduce food, water, harborage and access used by pests.

- Non-pesticide technologies such as trapping and monitoring devices.
- City Public Works Superintendent among all facilities management programs that have a bearing on the pest control effort.
- As a last resort, pesticide compounds, formulations and application methods that present the lowest potential hazard to humans and the environment.

B. IPM Service Requirements: The Service Provider shall furnish all supervision, labor, materials, and equipment necessary to accomplish the monitoring, trapping, pesticide application, pest removal and pest prevention components of this IPM program. Any deviations from this program must be approved by the City Public Works Superintendent

2. PESTS INCLUDED

The Service Provider shall adequately suppress all pest species that have the potential to affect public health, impede operations or damage property, including but not limited to:

- Indoor populations and invading individuals of rodents, insects, arachnids, and other arthropods.
- Outdoor populations of potentially indoor-infesting species that are within the property boundaries of the specified buildings.
- Nests of stinging insects within the property boundaries of the specified buildings.
- Termites and other wood-destroying organisms.
- Birds, bats, small mammals, and all other vertebrates.
- Mosquitoes.

3. PEST CONTROL PERSONNEL

Throughout the term of this contract, all personnel providing on-site pest control service must maintain certification as commercial pesticide applicators in the appropriate categories for the facilities listed above. Uncertified individuals working under the supervision of a certified applicator will not be permitted to provide service under this contract.

4. SERVICE PROVIDER IPM PLAN

The Service Provider shall submit to the CITY PUBLIC WORKS SUPERINTENDENT an IPM Plan at least five (5) working days prior to the starting date of the contract. If aspects of the Plan are incomplete or disapproved by the CITY PUBLIC WORKS SUPERINTENDENT, the Contractor shall have two (2)

working days to submit revisions. The IPM Plan shall consist of three parts as follows:

- A. Pesticide Labels and MSD Sheets: The Service Provider shall provide current Labels and Material Safety Data Sheets for all pesticides that will potentially be used in the pest control program.
- B. Service Schedule(s): The Service Provider shall provide a schedule of routine pest control inspections for each building serviced under this contract, including frequencies of inspections, areas at each facility to be given special attention (e.g., food storage, preparation and serving areas; washrooms; custodial closets; mechanical rooms; entryways) and specific day(s) of the week on which the inspections will be performed.
- C. Commercial Pesticide Applicator Licenses and Certificates: The Service Provider shall provide a photocopy of the State-issued Commercial Pesticide Applicator License for every Contractor performing on-site pest control service under this contract, and a photocopy of the State-issued Commercial Pesticide Applicator Certificate for every pest management professional (PMP) performing on-site pest control service.

The Service Provider shall receive the approval of the City Public Works Superintendent prior to implementing any subsequent changes to the approved Service Provider IPM Plan, including additional or replacement pest control products. The Service Provider will review and update the Service Provider IPM Plan annually, including updating MSDS/labels as needed.

4. RECORD KEEPING

The Service Provider shall be responsible for maintaining an IPM logbook or file for each building specified in this contract. These records shall be kept on-site and maintained on each visit by the PMP performing pest control service. Each logbook or file shall contain at least the following items:

- A. IPM Plan: A copy of the Service Provider's approved IPM Plan, including pesticide Labels and MSDS sheets for all pesticides that will be potentially used in the building, service schedule for routine pest control inspections, and photocopies of the relevant Commercial Pesticide Applicator Licenses and Certificates.

- B. Building Occupant Log Form: These forms will be used to advise the Service Provider of routine service requests and pest sightings by building occupants.
- C. Service Provider's Report Forms: Customer copies of the Service Provider's signed and dated Service Report Form, documenting all information on services provided including pesticide applications required by State and local statute. This form must also indicate any recommendations made by the Service Provider for additional action advisable by the customer, e.g., structural or plumbing repairs required to limit pest access to the building or to food and water resources; improvements in sanitation, etc. A copy of this form must also be provided to the City Public Works Superintendent within one week of the service.
- D. Service Provider Products and Devices: All bait stations, snap traps and glue boards or other devices left behind by the Service Provider are to be dated, numbered and listed on the Service Provider Report Form and checked on each subsequent visit until removed. All such devices shall be removed when full, dirty and no longer effective, or no longer needed.

5. MANNER AND TIME TO CONDUCT SERVICE

- A. Time Frame of Service Visits: Frequent and complete communication between the Service Provider and the facility manager is critical for a successful outcome. Routine pest control services that do not adversely affect staff or patient health or productivity shall be performed during the regular building hours of operation. When it is necessary to perform work outside of the regularly scheduled service time set forth in the Service Provider IPM Plan, the Contractor shall notify the City Public Works Superintendent and/or facility manager at least one day in advance.
- B. Safety and Health: All pest control work shall be in strict accordance with all applicable Federal, State, and local safety and health requirements. Where there is a conflict between applicable regulations, the most stringent will apply.
- C. 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 by the City Public Works Superintendent. The Service Provider shall adhere to these restrictions and incorporate them into the Service Provider IPM Plan.

- E. Uniforms: All Service Provider representatives working in or around the buildings specified in this contract shall wear distinctive uniforms identifying the name of their employer.
- F. Vehicles: Vehicles used by the Service Provider shall be identified in accordance with State and local regulations.

6. SPECIAL REQUESTS AND EMERGENCY SERVICE

On occasion, the City Public Works Superintendent may request that the Service Provider perform corrective, special or emergency service(s) that are beyond routine service requests such as removal of a stinging insect nest. The Service Provider shall respond to these exceptional circumstances and complete the necessary work within twenty-four (24) hours after receipt of the request.

7. INSECT CONTROL

- A. Emphasis on Non-Pesticide Methods: Non-pesticide methods of control shall be used wherever possible. For example:
 - 1. Portable vacuums rather than pesticide sprays shall be the standard method for initial cleanouts of cockroach infestations, for swarming (winged) ants and termites, and for control of spiders in webs.
 - 2. Trapping devices rather than pesticide sprays shall be the standard method for indoor fly control.
- B. Application of Insecticides to Cracks and Crevices: As a general rule, all insecticides shall be applied as "crack and crevice" treatments only, defined in this contract as treatments in which the formulated insecticide is not visible to a bystander or accessible to children during or after the application process.
- C. Application of Insecticides to Exposed Surfaces or as Space Sprays: Application of insecticides to exposed surfaces or as space sprays ("fogging") shall be restricted to exceptional circumstances where no alternative measures are practical. The Service Provider shall obtain approval of the CITY PUBLIC WORKS SUPERINTENDENT prior to any application of insecticide to an exposed surface or any space spray treatment. No surface application or space

spray shall be made while staff, patients or visitors are present. The Service Provider shall take all necessary precautions to ensure staff, patient and visitor safety, and all necessary steps to ensure the containment of the pesticide to the site of application.

- D. Insecticide Bait Formulations: Bait formulations shall be the standard pesticide technology for cockroach and ant control, with alternate formulations restricted to unique situations where baits are not practical.
- E. Monitoring: Sticky traps shall be used to guide and evaluate indoor insect control efforts wherever necessary.

8. RODENT CONTROL

- A. Indoor Trapping: As a general rule, rodent control inside buildings shall be accomplished with trapping devices only. All such devices shall be concealed out of the general view and in protected areas so as not to be affected by routine cleaning and other operations. Trapping devices shall be checked on a schedule approved by the CITY PUBLIC WORKS SUPERINTENDENT. The Service Provider shall be responsible for disposing of all trapped rodents and all rodent carcasses in an appropriate manner.
- B. Use of Rodenticides: In exceptional circumstances, when rodenticides are deemed essential for adequate rodent control inside buildings, the Service Provider shall obtain approval of the CITY PUBLIC WORKS SUPERINTENDENT prior to making any interior rodenticide treatment. All rodenticides, regardless of packaging, shall be placed either in locations not accessible to children, pets, wildlife and domestic animals, or in EPA-approved tamper-resistant bait boxes. As a general rule, rodenticide application outside buildings shall emphasize the direct treatment of rodent burrows wherever feasible.
- C. Use of Bait Boxes: All bait boxes shall be maintained in accordance with EPA regulations, with an emphasis on the safety of non-target organisms. The Service Provider shall adhere to the following five points:
 - 1. All bait boxes shall be placed out of the general view, in locations where they will not be disturbed by routine 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 floor, ground, wall, or other immovable surface, so that the box cannot be picked up or moved.
4. Bait shall always be secured in the feeding chamber of the box and never placed in the runway or entryways of the box.
5. All bait boxes shall be labeled on the inside with the Service Provider's business name and address and dated by the Service Provider at the time of installation and each servicing.

10. USE OF PESTICIDES

The Service Provider shall be responsible for application of pesticides according to the label and all applicable regulations. All pesticides must be registered with the U.S. Environmental Protection Agency (EPA), State and/or local jurisdiction unless prior approval is given by the CITY PUBLIC WORKS SUPERINTENDENT. Transport, handling, and use of all pesticides shall be in strict accordance with the manufacturer's label instructions and all applicable Federal, state, and local laws and regulations.

The Service Provider shall adhere to the following rules for pesticide use:

- A. Re-entry Time, Posting and Notification: Pesticides may not be applied where staff, patients or visitors will be present within seven hours after the application. At least seventy-two hours prior to a pesticide application, the Service Provider shall post an 8 ½ x 11" pest control information sign both at the site of the application and near the facility reception area where it will be seen by visitors entering the facility. This posting shall include the date, time and location of the application, the product applied, potential adverse effects from the Material Safety Data Sheet (MSDS) and the pesticide label, and include the Service Provider name, address and telephone. Service Provider shall also provide this information to the facility director who will use this information to notify staff and patients who have requested notification. Emergency applications, where pests pose an immediate threat to the health and safety of patients, visitors or employees, disinfectants, anti-microbials and self-contained or gel-type pesticide baits applied in inaccessible areas are exempt from posting, notification and the 7-hour reentry requirement.

- B. Approved Products: No pesticide product shall be applied that has not been included in the Service Provider IPM Plan or approved in writing by the CITY PUBLIC WORKS SUPERINTENDENT.
- C. Pesticide Storage: The Service Provider shall not store any pesticide product in the buildings specified in this contract.
- D. Application by Need: Pesticide application shall be according to need and not by schedule. As a general rule, application of pesticides in any inside or outside area shall not occur unless visual inspection or monitoring devices indicate the presence of pests in that specific area, and only after all non-toxic means have been exhausted and shown to be unsuccessful. Requests for preventive pesticide treatments in areas where surveillance indicates a potential insect or rodent infestation will be evaluated by the CITY PUBLIC WORKS SUPERINTENDENT on a case-by-case basis. Written approval must be granted by the CITY PUBLIC WORKS SUPERINTENDENT prior to any preventive pesticide application.
- E. Minimization of Risk: When pesticide use is necessary, as a last resort the Service Provider shall employ the least hazardous material, most precise application technique and minimum quantity of pesticide necessary to achieve control.

11. SUMMARY

Service Provider agrees to the following:

- ___ 1. Review the City of Pittsburg's IPM Policy, IPM Plan and Contractions Specifications and discuss any deviations from these documents with the CITY PUBLIC WORKS SUPERINTENDENT.
- ___ 2. Provide training for all employees serving facilities consistent with the City of Pittsburg's IPM Policy, IPM Plan and Contract Specifications.
- ___ 3. Provide a Service Provider IPM Plan including MSDS, labels, inspection schedule and applicator certifications and licenses to the CITY PUBLIC WORKS SUPERINTENDENT for approval at least five days before the contract start date. Update the Service Provider IPM Plan annually.

- ___ 4. Provide a binder for each facility serviced including the IPM Plan, a pest sightings log and a section for service records.

- ___ 5. Provide service consistent with the City of Pittsburg's Policy, Plan and Specifications, and obtain written approval from the CITY PUBLIC WORKS SUPERINTENDENT before deviating from these documents.