

CALTRANS BMP RETROFIT PILOT PROGRAM



DISTRICT 7, LOS ANGELES; DISTRICT 11, SAN DIEGO

VECTOR SERVICE AGREEMENTS

FIRST AMENDMENT T
(County of San Die

Post-it® Fax Note	7671	Date	4/12	# of pages	5
To	Steve Rivera	From	BAG B Cammell		
Co./Dept.	VESD	Co.			
Phone #	694-2372	Phone #	338-2252		
Fax #	694-2467	Fax #			

WITNESS; THAT WHEREAS:

- A. Kinnetic Laboratories and the County of San Diego, Dept. of Environmental Health (COUNTY) entered into a Service Agreement (Agreement) for vector monitoring and control services at Caltrans Highway Stormwater Drainage Systems on April 28, 1999; and
- B. Kinnetic Laboratories and the COUNTY desire to amend said Agreement.

NOW THEREFORE, with reference to Section 4 of this Agreement that authorizes the Director, DEH to execute amendments to this Agreement; and Section 17 of this Agreement that allows the term of this Agreement to be extended for one-year periods through June 30, 2004; it is mutually agreed by and between Kinnetic Laboratories and the COUNTY to amend as follows:

- 1. Kinnetic Laboratories and the COUNTY agree to extend this Agreement for the period of July 1, 2001 through June 30, 2002, and;
- 2. Kinnetic Laboratories agrees to pay the COUNTY a total sum not to exceed SEVENTY ONE THOUSAND, TWO HUNDRED THIRTY NINE DOLLARS (\$71,239) for services performed during the period of July 1, 2001 through June 30, 2002. Compensation shall provide full cost recovery for all services performed.

It is further understood and agreed by Kinnetic Laboratories and the COUNTY that all other terms and conditions entered into under this Agreement shall remain in full force and effect.

APPROVED:

KINNETIC LABORATORIES by:

Mary Ann Hines
 Authorized Signature
President
 Title

Date: 6/20/01

COUNTY OF SAN DIEGO by:

Richard F. Hays
 Director, Dept. of Environmental Health
for

Date: 6/29/01

APPROVED AS TO FORM AND LEGALITY
COUNTY CLERK

[Signature]

AGREEMENT WITH THE KINNETIC LABORATORIES, FOR SERVICES PROVIDED TO THE CALIFORNIA DEPARTMENT OF TRANSPORTATION REGARDING VECTOR CONTROL SERVICES ASSOCIATED WITH THE BEST MANAGEMENT PRACTICES RETROFIT PILOT PROJECT SITES

THIS AGREEMENT, made this 28TH day of April, 1999 between the County of San Diego, hereinafter called "County" and KINNETIC LABORATORIES, for services provided for and on behalf of the CALIFORNIA DEPARTMENT OF TRANSPORTATION, hereinafter called "Caltrans".

WITNESSETH:

WHEREAS, Caltrans entered into a Consent Decree to develop a Best Management Practice (BMP) Retrofit Pilot Program (hereinafter, Program) for treating highway stormwater runoff to remove constituents of concern in highway storm water from Caltrans highways and facilities within urbanized areas of Caltrans District 11, located in the County of San Diego; and

WHEREAS, Caltrans objectives are to monitor, determine and evaluate the feasibility of design, construction, operation, performance, maintenance, and safety of selectec Program projects, and to allow observations pertaining to cost of retrofitting, and benefits of the various Program projects; and

WHEREAS, the Program projects include extended detention basins, infiltration basins, biofiltration strips/swales, wet basins, infiltration trenches, biofilters, and media filters, any of which may present potential vector occurrence and control issues; and

WHEREAS, the County of San Diego Department of Environmental Health (DEH) is charged with the responsibility to protect the public health, safety and welfare by controlling vectors; and

WHEREAS, a number of the Program projects have been constructed and operational since December 1998, and the remaining projects will be constructed by June 30, 1999, and will be active for a minimum of two (2) years; and

WHEREAS, it is in the public's interest to maximize governmental cooperation and efficiency, to protect the environment and the public health by enabling the Program to proceed on schedule in accordance with guidelines established in the Operation, Maintenance and Monitoring (OM&M) Plan to remove constituents of concern from storm water runoff while preventing and controlling vectors; NOW THEREFORE,

IT IS AGREED:

1. Caltrans, as the authorizing agency for the Program, maintains responsibility for the design, construction, operation, maintenance and performance of the program, and for the occurrence and abundance of any vectors emanating from the Program project sites.
2. Caltrans, through its consultants and subcontractors, operates and maintains, on a routine basis the Program project sites in accordance with the OM&M Plan guidelines.
3. The County of San Diego shall, through the DEH, perform vector surveillance and control activities in accordance with the OM&M Plan and Appendices, specifically Appendix IV, *Vector Control Plan*. The DEH shall provide such personnel, facilities and services necessary to perform vector surveillance and control services and activities.
4. The County authorizes the Director, DEH to execute the terms of this Agreement, and any future amendments to this Agreement, for the County, which do not materially change the Agreement. For purposes of this Agreement, a material change shall be defined as: a) any change that will no longer assure full cost recovery for services and activities provided, or b) amendments which substantially alter the intended services and activities. Material change shall require approval by the County Board of Supervisors prior to execution
5. Kinnetic Laboratories, as subcontractor for services provided on behalf of and to Caltrans, shall pay to the County all costs based on an agreed upon Fee Schedule. Kinnetic Laboratories agrees to pay the County a total sum not to exceed \$165,000 for vector surveillance and control services and activities performed during the period beginning April 28, 1999 through June 30, 2001.
6. If compensation as set forth in Item 5 of this Agreement is projected to be insufficient to pay for services and activities provided by the County, the County agrees to continue to provide the agreed to services and activities, and Kinnetic Laboratories, agrees to compensate the County for said services and activities in accordance with the terms of this Agreement until an amended Agreement is executed.
7. The DEH shall bill Kinnetic Laboratories, for services provided to and on behalf of Caltrans on a quarterly basis for all actual costs incurred by the DEH for the performance of vector surveillance and control as discussed in Item 5.
8. Kinnetic Laboratories, or its consultants and subcontractors, shall inform the DEH in writing, of any required revisions to the Program and/or OM&M Plan and/or any project site, which may, in any manner, affect the vector breeding/attracting potential and the conduct of vector surveillance and control.

- 9. Kinetic Laboratories, for its consultants and subcontractors, shall consult and coordinate with the DEH and Caltrans to receive comments and recommendations regarding the design, construction, operation and maintenance of Program project sites as they relate to vector surveillance and control.
- 10. Except for administrative services, all vector surveillance and control services and activities provided by the DEH at any Program project site shall be performed by employees who are fully certified by the California Department of Health Services (CDHS) in mosquito control, vertebrate vector control and terrestrial invertebrate vector control, and who shall obtain continuing education as required to maintain fully certified status.
- 11. Kinetic Laboratories, for its consultants and subcontractors, shall coordinate with Caltrans to provide to the DEH access to each Program site within Caltrans District 11 to inspect for and control breeding of vectors. Access shall be limited to the hours between 6:00 AM to 6:00 PM, Monday through Friday, unless in the interest of the public health, safety and well being vector abatement is necessary during other unspecified hours.
- 12. Whenever the DEH finds vector breeding at any program site, the DEH shall record the type of vector, its occurrence, stages of development, an estimate of abundance, and the condition conducive to vector breeding. The DEH shall collect, identify as to species, catalogue and retain the vector specimen(s) as prima facie evidence that the site is a breeding place for vectors. Determination that a breeding place exists shall be made in accordance with the California Health and Safety Code, Section 2200, et al.
- 13. Whenever the DEH finds, in any Program site, mosquito breeding in any stage and in any amount, or black fly larvae in excess of 10 within a 3 square-foot area, or midge larvae in excess of 300 per square-foot of sampled substrate; or pupae of any aquatic vector in any amount; or evidence of presence of vertebrate vectors, the DEH shall control the vector breeding within 48 hours in a manner the DEH deems most appropriate. Control measures may include source reduction, biological control and/or pesticides. The DEH shall reinspect the site within 48 hours to determine effectiveness of the control effort and if additional or continued control measures are necessary.
- 14. The DEH shall provide monthly status reports to Kinetic Laboratories, Caltrans or their consultants and subcontractors, and the CDHS. The reports shall be submitted by the 10th of the month following the report month and shall contain information cited in items 12 and 13 of this Agreement. In addition the reports shall contain method of control, pesticides, if applied, including applications rates, methods of application, and labor hours for each inspection and/or treatment. Kinetic Laboratories and Caltrans, or their consultants and subcontractors shall provide to the DEH written comments, if any, on the reports within 30 days of receipt.

15. Disputes between Kinnetic Laboratories and the DEH shall be expeditiously resolved. Disputes may include, but are not limited to, unresolved written non-concurrence, lack of response within agreed-upon time limits, and substantive departure from the terms of this Agreement. Disputes resolution may be initiated either by the DEH or Kinnetic Laboratories. Efforts shall be made to resolve disputes first at an informal level, involving agency staff and mid-level management coordination. If Kinnetic Laboratories and the DEH agree that the informal dispute resolution process has been exhausted, formal dispute resolution may be initiated. Either the DEH or Kinnetic Laboratories may initiate in writing a formal dispute resolution meeting, to be held in no more than 45 days, stating the issue(s) and providing supporting background documentation. In the event that no resolution can be obtained.
16. If Caltrans, or its consultants, contractors and subcontractors, including Kinnetic Laboratories, abandons a Program site, fails to comply with any provisions of this Agreement, or fails to follow the guidelines as outlined in the OM&M Plan, any vector control and abatement activity within these facilities would be subject to the vector abatement laws/regulations of the County.
17. That the term of this Agreement shall commence on April 28, 1999 and continue through June 30, 2001, and may be extended for one year intervals with the agreement of both parties, through June 30, 2004.
18. This Agreement is the entire understanding of the parties, and there are no other terms or conditions, written or oral, controlling this matter.
19. The COUNTY is an independent contractor and no agency relationship, either expressed or implied, is created by the execution of this Agreement.
20. Either the COUNTY or Kinnetic Laboratories, may terminate this agreement with ninety (90) days advance written notice given by the Authorized representative or his or her designee.
21. This Agreement shall continue beyond the final date of the term as set forth, pending renewal of the Agreement, provided that either Authorized representative has notified the other Authorized representative of an intention to renew the Agreement and neither party has terminated the agreement.

COUNTY OF SAN DIEGO

By Thomas J. Pastuszka
Thomas J. Pastuszka
Clerk of the Board of Supervisors

Date 4.29.99

KINNETIC LABORATORIES

By Patrick Kinney, Principal

Date April 16, 1999

SEARCHED
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FBI - SAN DIEGO

1 **SERVICE AGREEMENT**

2 **BETWEEN THE**

3 **SAN GABRIEL VALLEY MOSQUITO AND VECTOR CONTROL DISTRICT AND**
4 **MONTGOMERY WATSON-CHAUDHARY AND ASSOCIATES, A JOINT VENTURE**

5
6 This Service Agreement made and entered by and between the SAN GABRIEL
7 VALLEY MOSQUITO AND VECTOR CONTROL DISTRICT ("SGVMVCD") and
8 MONTGOMERY WATSON-CHAUDHARY AND ASSOCIATES, A JOINT VENTURE
9 ("CONSULTANT") on the 9th day of April, 1999.

10 WITNESSETH

11 Whereas, CALTRANS, as a result of litigation, will design, construct, operate,
12 maintain, and monitor a Best Management Practice (BMP) system to allow for observations
13 pertaining to technical feasibility, cost of retrofitting, and benefits of various BMPs for
14 treating runoff from Caltrans highways and facilities; and

15 Whereas, CALTRANS is fulfilling its legal obligations by and through the
16 CONSULTANT; and

17 Whereas, potential vector control issues are foreseen at the BMP sites in
18 CALTRANS' Retrofit Pilot Program; and

19 Whereas, SGVMVCD contends that California Health and Safety Code Section 2200
20 et. seq. obligates CALTRANS to accept responsibility for abatement of vectors emanating
21 from its property; and

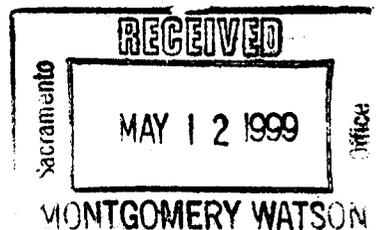
22 Whereas, SGVMVCD is authorized by California Health and Safety Code Section
23 2283.5 to collect for the cost of control of nuisances from any state or local agency and to
24 enter into contractual agreements to provide control of nuisances with any state or local
25 agency; and

26 Whereas, CALTRAN's authorized CONSULTANT has requested the SGVMVCD
27 to provide vector control services for the BMP sites located within the boundaries of the
28 SGVMVCD; and

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MAY 21 1999

SGVMAD



1 Whereas, the CONSULTANT has two (2) BMP sites located within the boundaries
2 of SGVMVCD located at the Foothill Maintenance Station and Rosemead Maintenance
3 Station; and

4 Whereas, the CONSULTANT has requested the SGVMVCD to provide vector control
5 at the two (2) BMP sites from April 12, 1999 through June 30, 2001; and

6 Whereas, CALTRANS and their consultants have prepared a Vector Control Plan,
7 namely Appendix IV of CALTRANS BMP Retrofit Pilot Program, BMP Operation,
8 Maintenance, and Monitoring Plan, Volume II for District 7, Los Angeles; and

9 Now, therefore, SGVMVCD and CONSULTANT, for and in consideration of the
10 mutual benefits, promises and agreements set forth herein, do agree as follows:

- 11 1. The CALTRANS BMP Retrofit Pilot Program, BMP Operation, Maintenance, and
12 Monitoring Plan, Volume II for District 7, Los Angeles, Appendix IV, Vector Control
13 Plan is hereby incorporated as Attachment A.
- 14 2. The SGVMVCD's responsibilities located in the Vector Control plan are limited to
15 the following sections: 2.1.2 Mosquitoes and Midges: Laval Sampling, excluding
16 Laboratory Processing of Samples; 2.1.3 Black Fly Larvae; 2.2 Vertebrate Vector
17 Monitoring; 3.2 Biological Controls; 3.3 Chemical Control; 4.0 Threshold Criteria
18 and Treatment Guidelines; 5.4.2 Vertebrates (Identification); 6.1.1 Treatment
19 Thresholds 1) Mosquito larvae, 5) Black fly and Midge larvae; 6.1.2 Data Collection
20 for Mosquito and Midge Monitoring and Abatement Activities, excluding laboratory
21 identification; 6.1.4 Follow-up Monitoring, excluding adult monitoring; 6.1.5
22 Abatement of Midges; 6.1.6 Black Flies; 6.2 Vertebrates; Figure 4.1 Mosquito and
23 Midge Monitoring Equipment List, excluding white coveralls and insulated gloves,
24 all CO₂-light traps, and all Gravid traps; Figure 4.2 Mosquito and Midge Monitoring
25 Task Checklist, excluding CO₂-light traps, Gravid traps, Larval sampling 6)
26 laboratory processing; Figure 4.3 Field Sheets to be retained by SGVMVCD; Figure
27 4.4 Operations Report to be submitted to CONSULTANT; Figure 4.6 Inspection
28 Checklist for Vertebrate Vectors; Figure 4.7 Vertebrate Vector Control Related

1 Maintenance Activity Checklist; Table 4.1, excluding Sample Analysis; and Table 4.2
2 Implementation Parameters.

- 3 3. The SGVMVCD shall furnish all supervision, labor, materials, and equipment
4 necessary to perform larval inspections, vertebrate surveillance, and treatment to
5 control and abate vectors included in the Vector Control Plan emanating from the
6 CONSULTANT's BMP sites located at Foothill Maintenance Station and Rosemead
7 Maintenance Station.
- 8 4. Services shall be performed at the hourly rate as specified in Exhibit B for services
9 rendered between April 9, 1999 through June 30, 1999. Exhibit B shall be modified
10 annually to reflect adjusted salaries, pesticide cost, and fuel cost and shall be
11 submitted to the CONSULTANT no later than July 15th of each year of this
12 agreement.
- 13 5. Pesticide shall be billed based on actual cost including tax not to exceed cost per
14 quantity included in Exhibit B. Fuel cost shall be billed based on rate in Exhibit B.
15 Mileage to and from Foothill Maintenance Station is 11.7 miles and to and from
16 Rosemead Maintenance Station is 15.2 miles.
- 17 6. Services shall be provided until such time that the not to exceed cost of \$15,000 is
18 exhausted. At any time during the period of April 12, 1999 to June 30, 2001, either
19 party can request that the appropriateness of the "not to exceed" figure be examined
20 and, if necessary, re-negotiated. Reasons for re-negotiation include, but are not
21 limited to, changes in the scope of work, unexpected increases or decreases in labor
22 hours or abatement costs, decommissioning of BMP site, or exhaustion of the not to
23 exceed cost.
- 24 7. All invoices and reports shall be submitted to the CONSULTANT by the 4th of the
25 month following the reporting period to: Montgomery Watson - Chaudhary
26 777 Campus Commons, Suite 250
27 Sacramento, California 95825
28

1 All invoices are due and payable within 60 days of the invoice date. A late fee will
2 be charged on past due invoices at the rate of 1.5% of the balance per month.
3 Payment shall be made to: San Gabriel Valley Mosquito & Vector Control District
4 1145 N. Azusa Canyon Road
5 West Covina, California 91790

- 6 8. The SGVMVCD shall furnish services during normal operational hours as designated
7 by each facility.
- 8 9. If immature stages of mosquitoes, black flies, or midges are present based on the
9 Threshold Criteria in the Vector Control plan, the vectors shall be eliminated using
10 the appropriate control measures. If the vectors can be eliminated through physical
11 control, the CONSULTANT shall be contacted within 24 hours to perform the
12 physical control measure within 24 hours of being contacted. If control must be
13 performed through biological or chemical control measures, control shall be
14 performed immediately and the CONSULTANT shall be notified within 24 hours of
15 the control measure taken.
- 16 10. SGVMVCD shall indemnify, defend, and hold harmless CONSULTANT and its
17 respective officers, agents, and employees from and against any and all liability,
18 expense (including defense costs and legal fees), and claims for damages, including
19 but not limited to bodily injury, death, personal injury, or property damage arising
20 from or connected with any negligent act or omission of SGVMVCD, including
21 workers' compensation suits, liability, or expense arising from or connected with
22 services performed by or on behalf of SGVMVCD by any person pursuant to this
23 Service Agreement.
- 24 11. CONSULTANT shall indemnify, defend, and hold harmless SGVMVCD and its
25 respective officers, agents, and employees from and against any and all liability,
26 expense (including defense costs and legal fees), and claims for damages, including
27 but not limited to bodily injury, death, personal injury, or property damage arising
28 from or connected with any negligent act or omission of CONSULTANT, including

1 workers' compensation suits, liability, or expense arising from or connected with
2 services performed by or on behalf of CONSULTANT by any person pursuant to this
3 Service Agreement.

4 12. SGVMVCD and CONSULTANT shall each provide and maintain at its own expense
5 during the term of this Service Agreement the following insurance coverage:

- 6 a) Comprehensive General Liability Insurance endorsed for Premises-
7 Operation, Product/Completed Operations, Contractual, Board Form
8 Property Damage, and Personal Injury with combined single limit of
9 \$1,000,000 per occurrence.
- 10 b) Comprehensive Automobile Liability endorsed for all owned and non-
11 owned vehicles with a combined single limit of \$300,000 per
12 occurrence.
- 13 c) Worker's Compensation and Employer's Liability in an amount and
14 form to meet all applicable requirements of the labor code of the State
15 of California and which specifically covers all persons providing
16 services on behalf of and all risks to such persons under this Service
17 Agreement.

18 13. Any and all notices sent or required to be sent to the parties of this Service Agreement
19 will be mailed by first class mail, postage prepaid, to the following addressed:

20 Mr. Gary Friedman
21 Montgomery Watson
22 750 B Street, Suite 1610
23 San Diego, CA 92101

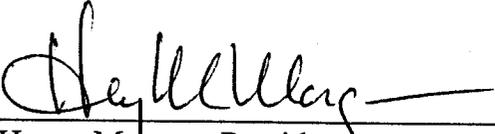
24
25 Ms. P. Sue Zuhlke, District Manager
26 San Gabriel Valley Mosquito and Vector Control District
27 1145 North Azusa Canyon Road
28 West Covina, CA 91790

- 1 14. This Service Agreement shall not be changed or modified except by the written
2 consent of all parties. CONSULTANT reserves the right to change any portion of the
3 work required under this Service Agreement, or amend such other terms and
4 conditions which may become necessary. However, any such revisions or
5 amendments shall only become effective following the issuance of a Change Notice
6 or Amendment to Service Agreement that is agreed to and signed by CONSULTANT
7 and SGVMVCD and that contains cost adjustments mutually agreed to by both
8 parties.
- 9 15. This Service Agreement is the result of negotiations between the parties hereto acting
10 on the advice and assistance of their respective counsel. The fact that this Service
11 Agreement was prepared as a matter of convenience by SGVMVCD shall have no
12 impact or significance. Any uncertainty of ambiguity in this Service Agreement shall
13 not be construed against SGVMVCD.
- 14 16. This Service Agreement is intended by the parties as their final expression with
15 respect to the matters herein and is a complete and exclusive statement of the terms
16 and conditions thereof.
- 17 17. The terms of this Service Agreement is from the date of execution of the Service
18 Agreement through June 30, 2001 or until the not to exceed figure is exhausted, which
19 ever comes first. This Service Agreement may be extended with written consent of
20 all parties. Either CONSULTANT or SGVMVCD may cancel or terminate this
21 Service Agreement at any time upon giving of at least thirty (30) days notice to the
22 other party in writing.
- 23 18. The laws of the State of California shall govern the rights, obligations, duties, and
24 liabilities of the parties to this Service Agreement and shall also given the
25 interpretation of this Service Agreement.
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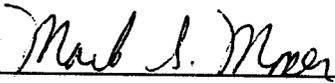
IN WITNESS WHEREOF, the parties hereto have executed this Agreement by and through their respected duly authorized officers as of the last day written below.

SAN GABRIEL VALLEY MOSQUITO AND VECTOR CONTROL DISTRICT

By 
Henry Morgan, President
Board of Trustees

April 9, 1999.
Date

MONTGOMERY WATSON-CHAUDHARY AND ASSOCIATES, A JOINT VENTURE

By 

5/5/99
Date

By 

5-7-99
Date

HOURLY RATE FOR SPECIAL CONTRACT PROJECTS

POSITION	HOURLY RATE	PROJECT TIME	PROJECT RATE
District Manager	\$37.78	5%	\$1.89
Field Supervisor	\$24.98	10%	\$2.50
Administrative Sec./Bookkeeper	\$20.58	10%	\$2.06
Vector Control Technician	\$21.96	100%	\$21.96
TOTAL			\$28.41
Benefits (28.75% of Salaries)			\$8.17
TOTAL SALARIES & BENEFITS			\$36.57
INDIRECT COST			
Insurance (27.7% of Salaries)			\$7.87
Miscellaneous Expense (10% of Salaries)			\$2.84
Overhead (20% of Salaries)			\$5.68
Lease of Vehicle & Spray Equipment			\$10.00
TOTAL PROJECT HOURLY RATE			\$62.96
TREATMENT COST			
Pesticides			
Golden Bear 1111 (per Gallon)	\$4.33		
Liquid <i>Bti</i> (per Ounce)	\$0.25		
Altosid Liquid Larvicide (per Ounce)	\$1.99		
<i>Bti</i> Granules (per Pound)	\$2.00		
<i>B. sphaericus</i> (per Pound)	\$4.17		
Altosid Pellets (per Pound)	\$28.30		
Altosid XR Briquets (Each)	\$2.76		
<i>Gambusia affinis</i> (per Dozen)	\$1.50		
Fuel Cost per Mile Traveled	\$0.15		

Billing will be based on the hourly rate times each hour or fraction of hour dedicated to work on the project plus the cost of pesticides, fish, and fuel as indicated above.

1 Monitoring and Abatement Activities, excluding laboratory identification; 6.1.4
2 Follow-up Monitoring, excluding adult monitoring; 6.1.5 Abatement of Midges;
3 6.1.6 Black Flies; 6.2 Vertebrates; Figure 4.1 Mosquito and Midge Monitoring
4 Equipment List, excluding white coveralls and insulated gloves, all CO₂-light traps,
5 and all Gravid traps; Figure 4.2 Mosquito and Midge Monitoring Task Checklist,
6 excluding all CO₂-light traps, Gravid traps, Larval Sampling 6) laboratory
7 processing; Figure 4.3 Field sheets to be retained by SGVMVCD; Figure 4.4
8 Inspection Checklist for Vertebrate Vectors; Figure 4.5 Vertebrate Control Related
9 Maintenance Activity Checklist; Table 4.1, excluding Adult Sampling, Sample
10 Analysis; and Table 4.2 Implementation Parameters. The SGVMVCD's shall
11 submit Operations Report to be submitted to CONSULTANT monthly.

- 12 3) The SGVMVCD shall furnish all supervision, labor, materials, and equipment
13 necessary to perform larval inspections, vertebrate surveillance, and treatment to
14 control and abate mosquitoes, midges, and black flies emanating from the
15 CONSULTANT's BMP site located at I-10 and Rosemead.
- 16 4) Services shall be performed at the hourly rate and materials billed as specified in
17 Attachment B for services rendered executed upon date of this agreement through
18 June 30, 2001. Attachment B shall be modified annually to reflect adjusted salaries,
19 pesticide cost, and fuel cost and shall be submitted to the CONSULTANT no later
20 than July 15th of each year of this agreement.
- 21 5) Services shall be provided until such time that the not to exceed cost of \$10,000.00
22 is exhausted. At any time during the date of execution of this agreement to June 30,
23 2001, either party can request that the appropriateness of the "not to exceed" figure
24 be examined and, if necessary, re-negotiated. Reasons for re-negotiation include,
25 but are not limited to, changes in the scope of work, unexpected increases or
26 decreases in labor hours or abatement costs, decommissioning of BMP site, or
27 exhaustion of the not to exceed cost.
- 28
- 29 6) All invoices and reports shall be submitted to the CONSULTANT by the 7th of the
30 month following the reporting period to:

31
32 Thomas F. Quasebarth
33 Camp Dresser & McKee, Inc.
34 2920 Inland Empire Boulevard, Suite 108
35 Ontario, CA 91764-4802
36

37 All invoices are due and payable within 60 days of the invoice date. A late fee will
38 be charged on past due invoices at the rate of 1.5% of the balance per month.
39 Payment shall be made to:

40
41
42 San Gabriel Valley Mosquito and Vector Control District
43 1145 N. Azusa Canyon Road
44 West Covina, California 91790
45

- 1 7) The SGVMVCD shall furnish services during normal operational hours as
2 designated by each facility.
- 3 8) If immature stages of mosquitoes, black flies, or midges are present based on the
4 Threshold criteria in the Vector Control Plan, the vectors shall be eliminated using
5 the appropriate control measures. If the vectors can be eliminated through physical
6 control, the CONSULTANT shall be contacted within 24 hours to perform the
7 physical control measure within 24 hours of being contacted. If control must be
8 performed through biological or chemical control measures, control shall be
9 performed immediately and the CONSULTANT shall be notified within 24 hours of
10 the control measure taken.
- 11 9) SGVMVCD shall indemnify, defend, and hold harmless CONSULTANT and its
12 respective officers, agents, and employees from and against any and all liability,
13 expense (including defense costs and legal fees), and claims for damages, including
14 but not limited to bodily injury, death, personal injury, or property damage arising
15 from or connected with any negligent act or omission of SGVMVCD, including
16 workers' compensation suits, liability, or expense arising from or connected with
17 services performed by or on behalf of SGVMVCD by any person pursuant to this
18 Service Agreement.
- 19 10) CONSULTANT shall indemnify, defend, and hold harmless SGVMVCD and its
20 respective officers, agents, and employees from and against any all liability,
21 expense (including defense costs and legal fees), and claims for damages, including
22 but not limited to bodily injury, death, personal injury, or property damage arising
23 from or connected with any negligent act or omission of CONSULTANT, including
24 workers' compensation suits, liability, or expense arising from or connected with
25 services performed by or on behalf of CONSULTANT by any person pursuant to
26 this Service Agreement.
- 27 11) SGVMVCD and CONSULTANT shall each provide and maintain at their own
28 expense during the term of this Service Agreement the following insurance
29 coverage:
- 30 a) Comprehensive General Liability Insurance endorsed for Premises-Operation,
31 Product/Completed Operations, Contractual, Board Form Property Damage,
32 and Personal Injury with combined single limit of \$1,000,000 per occurrence.
- 33 b) Comprehensive Automobile Liability endorsed for all owned and non-owned
34 vehicles with a combined single limit of \$300,000 per occurrence.
- 35 c) Worker's Compensation and Employer's Liability in an amount and form to
36 meet all applicable requirements of the labor code of the State of California and
37 which specifically covers all persons providing services on behalf of and all
38 risks to such persons under this Service Agreement.
- 39 12) Any and all notices sent or required to be sent to the parties of this Service
40 Agreement will be mailed by first class mail, postage prepaid, to the following
41 addresses:

42
43 Thomas F. Quasebarth
44 Camp Dresser & McKee, Inc.
45 2920 Inland Empire Boulevard, Suite 108
46 Ontario, CA 91764-4802

1
2
3 Dr. Kenn Fujioka, District Manager
4 San Gabriel Valley Mosquito and Vector Control District
5 1145 North Azusa Canyon Road
6 West Covina, CA 91790
7

8 13) This Service Agreement shall not be changed or modified except by the written
9 consent of all parties. CONSULTANT reserves the right to change any portion of
10 the work required under this Service Agreement, or amend such other terms and
11 conditions which may become necessary. However, any such revisions or
12 amendments shall only become effective following the issuance of a Change Notice
13 or Amendment to Service Agreement that is agreed to and signed by
14 CONSULTANT and SGVMVCD and that contains cost adjustments mutually
15 agreed to by both parties.

16 14) This Service Agreement is the result of negotiations between the parties hereto
17 acting on the advice and assistance of their respective counsel. The fact that this
18 Service Agreement was prepared as a matter of convenience by SGVMVCD shall
19 have no impact or significance. Any uncertainty of ambiguity in this Service
20 Agreement shall not be construed against SGVMVCD.

21 15) This Service Agreement is intended by the parties as their final expression with
22 respect to the matters herein and is a complete and exclusive statement of the terms
23 and conditions thereof.

24 16) The terms of this Service Agreement are from the date of execution of the Service
25 Agreement through June 30, 2001 or until the not to exceed figure is exhausted,
26 whichever comes first. This Service Agreement may be extended with written
27 consent of all parties. Either CONSULTANT or SGVMVCD may cancel or
28 terminate this Service Agreement at any time upon giving of at least thirty (30) days
29 notice to the other party in writing.

30 17) The laws of the State of California shall govern the rights, obligations, duties, and
31 liabilities of the parties to this Service Agreement and shall also govern the
32 interpretation of this Service Agreement.
33

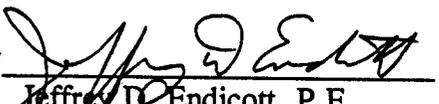
1 IN WITNESS WHEREOF, the parties hereto have executed this Agreement by and
2 through their respected duly authorized officers as of the last day written below.
3

4 SAN GABRIEL VALLEY MOSQUITO AND VECTOR CONTROL DISTRICT
5

6
7 By 
8 Henry Morgan, President
9 Board of Trustees
10 MARGARET FINLEY
11

12/21/00
Date

12 CAMP DRESSER & McKEE, INC.
13

14
15 By 
16 Jeffrey D. Endicott, P.E.
17 Principal

12-7-00
Date

1 Monitoring; 3.2 Biological Controls; 3.3. Chemical Control; 4.0 Threshold Criteria
2 and Treatment Guidelines; 5.4.2 Vertebrates (Identification); 6.1.1 Treatment
3 Thresholds 1) Mosquito larvae, 5) Black fly and Midge larvae; 6.1.2 Data
4 Collection for Mosquito and Midge Monitoring and Abatement Activities, excluding
5 laboratory identification; 6.1.4 Follow-up Monitoring, excluding adult monitoring;
6 6.1.5 Abatement of Midges; 6.1.6 Black Flies; 6.2 Vertebrates; Figure 4.1
7 Mosquito and Midge Monitoring Equipment List, excluding white coveralls and
8 insulated gloves, all CO₂-light traps, and all Gravid traps; Figure 4.2 Mosquito and
9 Midge Monitoring Task Checklist, excluding all CO₂-light traps, Gravid traps,
10 Larval Sampling 6) laboratory processing; Figure 4.3 Field sheets to be retained by
11 SGVMVCD; Figure 4.4 Inspection Checklist for Vertebrate Vectors; Figure 4.5
12 Vertebrate Control Related Maintenance Activity Checklist; Table 4.1, excluding
13 Adult Sampling, Sample Analysis; and Table 4.2 Implementation Parameters. The
14 SGVMVCD's shall submit Operations Report to be submitted to CONSULTANT
15 monthly.

- 16 3) The SGVMVCD shall furnish all supervision, labor, materials, and equipment
17 necessary to perform larval inspections, vertebrate surveillance, and treatment to
18 control and abate mosquitoes, midges, and black flies emanating from the
19 CONSULTANT's BMP sites located at the Foothill Maintenance Station (Fossil
20 Filter DII, StreamGuard DII, and Media Filter), Rosemead Maintenance Station
21 (Fossil Filter DII and StreamGuard DII), and Via Verde Park and Ride (MCTT).
22 4) Services shall be performed at the hourly rate and materials billed as specified in
23 Attachment B for services rendered executed upon date of this agreement through
24 June 30, 2002. Attachment B shall be modified annually to reflect adjusted salaries,
25 pesticide cost, and fuel cost and shall be submitted to the CONSULTANT no later
26 than July 15th of each year of this agreement.
27 5) Services shall be provided until such time that the not to exceed cost of \$22,000.00
28 is exhausted. At any time during the date of execution of this agreement to June 30,
29 2002, either party can request that the appropriateness of the "not to exceed" figure
30 be examined and, if necessary, re-negotiated. Reasons for re-negotiation include,
31 but are not limited to, changes in the scope of work, unexpected increases or
32 decreases in labor hours or abatement costs, decommissioning of BMP site, or
33 exhaustion of the not to exceed cost.

34
35 All invoices and reports shall be submitted to the CONSULTANT by the 7th of the
36 month following the reporting period to:

37
38 Law Engineering and Environmental Services, Inc.
39 1105 Sanctuary Parkway, Suite 300
40 Alpharetta, GA 30004
41

42 All invoices are due and payable within 60 days of the invoice date. A late fee will be
43 charged on past due invoices at the rate of 1.5% of the balance per month. Payment
44 shall be made to:
45
46

1 San Gabriel Valley Mosquito and Vector Control District
2 1145 N. Azusa Canyon Road
3 West Covina, California 91790
4

- 5 7) The SGVMVCD shall furnish services during normal operational hours as
6 designated by each facility.
- 7 8) If immature stages of mosquitoes, black flies, or midges are present based on the
8 Threshold criteria in the Vector Control Plan, the vectors shall be eliminated using
9 the appropriate control measures. If the vectors can be eliminated through physical
10 control, the CONSULTANT shall be contacted within 24 hours to perform the
11 physical control measure within 24 hours being contacted. If control must be
12 performed through biological or chemical control measures, control shall be
13 performed immediately and the CONSULTANT shall be notified within 24 hours of
14 the control measure taken.
- 15 9) SGVMVCD shall indemnify, defend, and hold harmless CONSULTANT and its
16 respective officers, agents, and employees from and against any and all liability,
17 expense (including defense costs and legal fees), and claims for damages, including
18 but not limited to bodily injury, death, personal injury, or property damage arising
19 from or connected with any negligent act or omission of SGVMVCD, including
20 workers' compensation suits, liability, or expense arising from or connected with
21 services performed by or on behalf of SGVMVCD by any person pursuant to this
22 Service Agreement.
- 23 10) CONSULTANT shall indemnify, defend, and hold harmless SGVMVCD and its
24 respective officers, agents, and employees from and against any all liability,
25 expense (including defense costs and legal fees), and claims for damages, including
26 but not limited to bodily injury, death, personal injury, or property damage arising
27 from or connected with any negligent act or omission of CONSULTANT, including
28 workers' compensation suits, liability, or expense arising from or connected with
29 services performed by or on behalf of CONSULTANT by any person pursuant to
30 this Service Agreement.
- 31 11) SGVMVCD and CONSULTANT shall each provide and maintain at their own
32 expense during the term of this Service Agreement the following insurance
33 coverage:
- 34 a) Comprehensive General Liability Insurance endorsed for Premises-Operation,
35 Product/Completed Operations, Contractual, Board Form Property Damage, and
36 Personal Injury with combined single limit of \$1,000,000 per occurrence.
- 37 b) Comprehensive Automobile Liability endorsed for all owned and non-owned
38 vehicles with a combined single limit of \$300,000 per occurrence.
- 39 c) Worker's Compensation and Employer's Liability in an amount and form to
40 meet all applicable requirements of the labor code of the State of California and
41 which specifically covers all persons providing services on behalf of and all
42 risks to such persons under this Service Agreement.
- 43 12) Any and all notices sent or required to be sent to the parties of this Service
44 Agreement will be mailed by first class mail, postage prepaid, to the following
45 addresses:
46

1 Edward Othmer
2 Law Engineering and Environmental Services
3 9177 Sky Park Court, Suite A
4 San Diego, CA 92123
5

6 Kenn Fujioka
7 San Gabriel Valley Mosquito and Vector Control District
8 1145 North Azusa Canyon Road
9 West Covina, CA 91790
10

- 11 13) This Service Agreement shall not be changed or modified except by the written
12 consent of all parties. CONSULTANT reserves the right to change any portion of
13 the work required under this Service Agreement, or amend such other terms and
14 conditions which may become necessary. However, any such revisions or
15 amendments shall only become effective following the issuance of a Change Notice
16 or Amendment to Service Agreement that is agreed to and signed by
17 CONSULTANT and SGVMVCD and that contains cost adjustments mutually
18 agreed to by both parties.
- 19 14) This Service Agreement is the result of negotiations between the parties hereto
20 acting on the advice and assistance of their respective counsel. The fact that this
21 Service Agreement was prepared as a matter of convenience by SGVMVCD shall
22 have no impact or significance. Any uncertainty of ambiguity in this Service
23 Agreement shall not be construed against SGVMVCD.
- 24 15) This Service Agreement is intended by the parties as their final expression with
25 respect to the matters herein and is a complete and exclusive statement of the terms
26 and conditions thereof.
- 27 16) The terms of this Service Agreement are from the date of execution of the Service
28 Agreement through June 30, 2002 or until the not to exceed figure is exhausted,
29 whichever comes first. This Service Agreement may be extended with written
30 consent of all parties. Either CONSULTANT or SGVMVCD may cancel or
31 terminate this Service Agreement at any time upon giving of at least thirty (30) days
32 notice to the other party in writing.
- 33 17) The laws of the State of California shall govern the rights, obligations, duties, and
34 liabilities of the parties to this Service Agreement and shall also govern the
35 interpretation of this Service Agreement.
36

1 IN WITNESS WHEREOF, the parties hereto have executed this Agreement by and
2 through their respected duly authorized officers as of the last day written below.

3
4 SAN GABRIEL VALLEY MOSQUITO AND VECTOR CONTROL DISTRICT

5
6
7 By Morgan 11/03/00
8 Henry Morgan, President Date
9 Board of Trustees

10
11
12 LAW ENGINEERING AND ENVIRONMENTAL SERVICES, INC.

13
14
15 By Stephen Brinigar 18 October '00
16 Stephen C. Brinigar, P.E. Date
17 Assistant Vice President

AMENDMENT TO SERVICE AGREEMENT

MASTER SUBCONTRACT AGREEMENT: Vector Control Service Agreement between the San Gabriel Valley Mosquito and Vector Control District and Law Engineering and Environmental Services, Inc.

CHANGE NO: 1

LAW PROJECT NO: 70311-0-0100

DATE ISSUED: August 1, 2000

THE CURRENT CONTRACT UNIT RATES WILL NOT CHANGE

DESCRIPTION OF CHANGE:

Five sites, namely:

- Foothill Maintenance Station (Fossil Filter DII, StreamGuard DII, and Media Filter), and
- Rosemead Maintenance Station (Fossil Filter DII and StreamGuard DII)

under the above named Service Agreement, will be removed from the BMP Retrofit Pilot Study, under Caltrans contract number 43A0035. Task Order 6. Therefore, vector monitoring of these five sites under this Service Agreement is not required. The number of sites under this Service Agreement will now total 1, instead of the original 6.

THE SERVICES COVERED BY THIS AMENDMENT TO SERVICE AGREEMENT WILL BE PERFORMED UNDER THE TERMS OF THAT CERTAIN MASTER SUBCONTRACT AGREEMENT REFERENCED ABOVE.

TIME EXTENSION ASSOCIATED WITH THIS AMENDMENT TO SERVICE AGREEMENT, IF ANY: Not applicable.

LAW APPROVED BY: Stephen Brung DATE: 8-28-00

SUBCONTRACTOR: Ken K. Jyten DATE: 9/14/01

LAW Crandall
LAWGIBB Group Member 

October 16, 2001

Dr. Jack Hazelrigg, District Manager
Greater Los Angeles County Vector Control District
12545 Florence Avenue
Santa Fe Springs, CA 90670

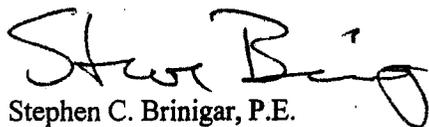
**Subject: Contract 43A0035, Task Order 6
Amendment 2 to Vector Control Service Agreement**

We have been informed by Caltrans that all the sites apart from five (i.e., I-210/East of Orcas Avenue CDS, I-210/East of Filmore Street CDS, Eastern Regional Maintenance Station Media Filter, Termination Park & Ride Media Filter, and Lakewood Park & Ride MCTT) will be removed from the BMP Retrofit Pilot Study, under Caltrans Contract Number 43A0035, Task Order 6. Therefore, we only require vector monitoring and control of these five sites under this contract. Please remove the other sites from the list under our Vector Control Service Agreement. The number of sites under this Service Agreement will now total 5, instead of the original 18. Two sites, namely Paxton Park & Ride Media Filter and Metro Maintenance Station MCTT, were removed under Amendment 1. Additionally, as we discussed, the unit rates have been changed to account for all labor, travel, pesticide costs, fuel, laboratory, equipment, and other materials necessary to perform the scope of work; this unit rate is \$89.00 per site per week. Services provided during the period of August 1, 2001 and June 30, 2002 shall not exceed \$21,450.

Please contact me or Ed Othmer if you have any questions.

Sincerely,

LAWCRANDALL
A Division of Law Engineering and Environmental Services, Inc.



Stephen C. Brinigar, P.E.
Assistant Vice President

cc: File - Project Number 70311.0.0100

enc.

AMENDMENT TO SERVICE AGREEMENT

MASTER SUBCONTRACT AGREEMENT: Vector Control Service Agreement between the Greater Los Angeles County Vector Control District and Law Engineering and Environmental Services, Inc.

CHANGE NO: 2

LAW PROJECT NO: 70311-0-0100

DATE ISSUED: October 4, 2001

THE CURRENT CONTRACT UNIT RATES WILL BE CHANGE AS FOLLOWS:

- Hourly rates and treatment costs listed in Attachment B to the above named Service Agreement are void.
- Services will be performed on a unit rate basis per site per week. Unit rates include all labor, travel, pesticide costs, fuel, laboratory, equipment, and other materials necessary to perform the scope of work.
- The Unit Rate is \$89.00 per site per week.
- Rate changes reflect the period of August 1, 2001 through June 30, 2002 (48 weeks).
- Services provided during the period of August 1, 2001 and June 30, 2002 shall not exceed the cost of \$21,450.

DESCRIPTION OF CHANGE:

Eleven sites, namely:

- I-605/SR-91 Infiltration Basin, Swale, Strip and Extended Detention Basin,
- I-605 at Carson Swale,
- I-5/I-605 Swale and Extended Detention Basin,
- Alameda Maintenance Station Oil/Water Separator,
- Altadena Maintenance Station Strip and Infiltration Trench, and
- Cerritos Maintenance Station Swale,

under the above named Service Agreement, will be removed from the BMP Retrofit Pilot Study, under Caltrans contract number 43A0035, Task Order 6. Therefore, vector monitoring of these eleven sites under this Service Agreement is not required. The number of sites under this Service Agreement will now total 5, instead of the original 18. (Two sites, namely Paxton Park and Ride (Media Filter) and Metro Maintenance Station (MCTT), were removed under Amendment 1).

THE SERVICES COVERED BY THIS AMENDMENT TO SERVICE AGREEMENT WILL BE PERFORMED UNDER THE TERMS OF THAT CERTAIN MASTER SUBCONTRACT AGREEMENT REFERENCED ABOVE. THIS CONTRACT WILL TERMINATE JUNE 30, 2002, UNLESS OTHERWISE EXTENDED BY BOTH PARTIES.

TIME EXTENSION ASSOCIATED WITH THIS AMENDMENT TO SERVICE AGREEMENT, IF ANY: Not applicable.

LAW APPROVED BY: Stephen Brining DATE: 16 October 01

SUBCONTRACTOR: [Signature] DATE: 10.18.01

1 Mosquito larvae, 5) Black fly and Midge larvae; 6.1.2 Data Collection for
2 Mosquito and Midge Monitoring and Abatement Activities; 6.1.1 Follow-up
3 Monitoring, excluding adult monitoring; 6.1.5 Abatement of Midges; 6.1.6 Black
4 Flies; Figure 4.1 Mosquito and Midge Monitoring Equipment List, excluding white
5 coveralls and insulated gloves, all CO₂-light traps, and all Gravid traps; Figure 4.2
6 Mosquito and Midge Monitoring Task Checklist, excluding all CO₂-light traps,
7 Gravid traps, Larval Sampling 6) laboratory processing; Figure 4.3 Field sheets to
8 be retained by LACWVCD; Figure 4.4 Operations Report to be submitted to
9 CONSULTANT; Table 4.1, excluding Adult Sampling, Sample Analysis,
10 Vertebrates, Other Vectors; and Table 4.2 Implementation Parameters.

- 11 3) The LACWVCD shall furnish all supervision, labor, materials, and equipment
12 necessary to perform larval inspections, and treatment to control and abate
13 mosquitoes, midges, and black flies emanating from the CONSULTANT's BMP
14 site located Las Flores Maintenance Station.
- 15 4) Services shall be performed at the hourly rate and materials billed as specified in
16 Exhibit B for services rendered executed upon date of this agreement through June
17 30, 1999. Exhibit B shall be modified annually to reflect adjusted salaries, pesticide
18 cost, and fuel cost and shall be submitted to the CONSULTANT no later than July
19 15th of each year of this agreement.
- 20 5) Services shall be provided until such time that the not to exceed cost of \$7,500.00 is
21 exhausted. At any time during the date of execution of this agreement to June 30,
22 2001, either party can request that the appropriateness of the "not to exceed" figure
23 be examined and, if necessary, re-negotiated. Reasons for re-negotiation include,
24 but are not limited to, changes in the scope of work, unexpected increases or
25 decreases in labor hours or abatement costs, decommissioning of BMP site, or
26 exhaustion of the not to exceed cost.
- 27 6) All invoices and reports shall be submitted to the CONSULTANT by the 10th of the
28 month following the reporting period to: Brown and Caldwell
29 Attention: Mark William
30 9040 Friars Road, Suite 220
31 San Diego, California 92108-1601

32 All invoices are due and payable within 60 days of the invoice date. A late fee will
33 be charged on past due invoices at the rate of 1.5% of the balance per month.
34 Payment shall be made to: Los Angeles County West Vector Control District
35 6750 Centinela Ave.
36 Culver City, California 90230

- 37 7) The LACWVCD shall furnish services during normal operational hours as
38 designated by each facility.
- 39 8) If immature stages of mosquitoes, black flies, or midges are present based on the
40 Threshold criteria in the Vector Control Plan, the vectors shall be eliminated using
41 the appropriate control measures. If the vectors can be eliminated through physical
42 control, the CONSULTANT shall be contacted within 24 hours to perform the
43 physical control measure within 24 hours being contacted. If control must be
44 performed through biological or chemical control measures, control shall be

1 performed immediately and the CONSULTANT shall be notified within 24 hours of
2 the control measure taken.

3 9) LACWVCD shall indemnify, defend, and hold harmless CONSULTANT and its
4 respective officers, agents, and employees from and against any and all liability,
5 expense (including defense costs and legal fees), and claims for damages, including
6 but not limited to bodily injury, death, personal injury, or property damage arising
7 from or connected with any negligent act or omission of LACWVCD, including
8 workers' compensation suits, liability, or expense arising from or connected with
9 services performed by or on behalf of LACWVCD by any person pursuant to this
10 Service Agreement.

11 10) CONSULTANT shall indemnify, defend, and hold harmless LACWVCD and its
12 respective officers, agents, and employees from and against any all liability,
13 expense (including defense costs and legal fees), and claims for damages, including
14 but not limited to bodily injury, death, personal injury, or property damage arising
15 from or connected with any negligent act or omission of CONSULTANT, including
16 workers' compensation suits, liability, or expense arising from or connected with
17 services performed by or on behalf of CONSULTANT by any person pursuant to
18 this Service Agreement.

19 11) LACWVCD and CONSULTANT shall provide and maintain their own expense
20 during the term of this Service Agreement the following insurance coverage:

- 21 a) Comprehensive General Liability Insurance endorsed for Premises-Operation,
22 Product/Completed Operations, Contractual, Board Form Property Damage,
23 and Personal Injury with combined single limit of \$1,000,000 per occurrence.
- 24 b) Comprehensive Automobile Liability endorsed for all owned and non-owned
25 vehicles with a combined single limit of \$300,000 per occurrence.
- 26 c) Worker's Compensation and Employer's Liability in an amount and form to
27 meet all applicable requirements of the labor code of the State of California and
28 which specifically covers all persons providing services on behalf of and all
29 risks to such persons under this Service Agreement.

30 12) Any and all notices sent or required to be sent to the parties of this Service
31 Agreement will be mailed by first class mail, postage prepaid, to the following
32 addresses:

33 Mr. Mark Williams
34 Brown and Caldwell
35 9040 Friars Road, Suite 220
36 San Diego, CA 92108-1601

37
38 Mr. Robert Saviskas, Executive Director
39 Los Angeles County West Vector Control District
40 6750 Centinela Ave.
41 Culver City, CA 90230

42 13) This Service Agreement shall not be changed or modified except by the written
43 consent of all parties. CONSULTANT reserves the right to change any portion of
44 the work required under this Service Agreement, or amend such other terms and

1 conditions which may become necessary. However, any such revisions or
2 amendments shall only become effective following the issuance of a Change Notice
3 or Amendment to Service Agreement that is agreed to and signed by
4 CONSULTANT and LACWVCD and that contains cost adjustments mutually
5 agreed to by both parties.

6 14) This Service Agreement is the result of negotiations between the parties hereto
7 acting on the advice and assistance of their respective counsel. The fact that this
8 Service Agreement was prepared as a matter of convenience by LACWVCD shall
9 have no impact or significance. Any uncertainty of ambiguity in this Service
10 Agreement shall not be construed against LACWVCD.

11 15) This Service Agreement is intended by the parties as their final expression with
12 respect to the matters herein and is a complete and exclusive statement of the terms
13 and conditions thereof.

14 16) The terms of this Service Agreement are from the date of execution of the Service
15 Agreement through June 30, 2001 or until the not to exceed figure is exhausted,
16 whichever comes first. This Service Agreement may be extended with written
17 consent of all parties. Either CONSULTANT or LACWVCD may cancel or
18 terminate this Service Agreement at any time upon giving of at least thirty (30) days
19 notice to the other party in writing.

20 17) The laws of the State of California shall govern the rights, obligations, duties, and
21 liabilities of the parties to this Service Agreement and shall also govern the
22 interpretation of this Service Agreement.

23
24
25 IN WITNESS WHEREOF, the parties hereto have executed this Agreement by and
26 through their respected duly authorized officers as of the last day written below.

27
28 LOS ANGELES COUNTY WEST VECTOR CONTROL DISTRICT

29
30
31 By 
32 Bill DiSalvo, President
33 Board of Trustees

34
35
36 Date 7-8-99

37 BROWN AND CALDWELL

38
39 By _____
40 Mark Williams

_____ Date

**HOURLY RATE FOR NON-MEMBER AGENCIES
AND SPECIAL CONTRACT PROJECTS**

POSITION	HOURLY RATE	PROJECT TIME	PROJECT RATE
District Management	\$37.78	5%	\$1.89
Field Supervisor	\$24.98	10%	\$2.50
Admin. Sec./Bookkeeper	\$20.58	10%	\$2.06
Technician	\$21.44	100%	\$21.44
TOTAL			\$27.88
Benefits (28.75% of Salaries)			\$8.02
TOTAL SALARIES & BENEFITS			\$35.90
INDIRECT COST			
Insurance (27.7% of Salaries)			\$7.72
Miscellaneous Expense (10% of Salaries)			\$2.79
Overhead (20% of Salaries)			\$5.58
Lease of Vehicle & Spray Equipment			\$10.00
TOTAL PROJECT HOURLY RATE			\$61.98
TREATMENT COST			
Pesticides			
Golden Bear 1111 (per Gallon)	\$3.32		
Liquid Bti (per Ounce)	\$0.24		
Altosid Liquid Larvicide (per Ounce)	\$1.24		
Bti Granules (per Pound)	\$1.78		
<i>B. sphaericus</i> (per Pound)	\$4.17		
Altosid Pellets (per Pound)	\$23.78		
Altosid XR Briquets (Each)	\$2.59		
<i>Gambusia affinis</i> (per Dozen)	\$1.50		
Fuel Cost per Mile Traveled	\$0.15		

Billing will be based on the hourly rate times each hour dedicated to work on the project plus cost of chemical, fish, and fuel as indicated above.

1 Monitoring and Abatement Activities, excluding laboratory identification; 6.1.4
2 Follow-up Monitoring, excluding adult monitoring; 6.1.5 Abatement of Midges;
3 6.1.6 Black Flies; 6.2 Vertebrates; Figure 4.1 Mosquito and Midge Monitoring
4 Equipment List, excluding white coveralls and insulated gloves, all CO₂-light traps,
5 and all Gravid traps; Figure 4.2 Mosquito and Midge Monitoring Task Checklist,
6 excluding all CO₂-light traps, Gravid traps, Larval Sampling 6) laboratory
7 processing; Figure 4.3 Field sheets to be retained by GLACVCD; Figure 4.4
8 Inspection Checklist for Vertebrate Vectors; Figure 4.5 Vertebrate Control Related
9 Maintenance Activity Checklist; Table 4.1, excluding Adult Sampling, Sample
10 Analysis; and Table 4.2 Implementation Parameters. The GLACVCD shall submit
11 Operations Report to be submitted to CONSULTANT monthly.

- 12 3) The GLACVCD shall furnish all supervision, labor, materials, and equipment
13 necessary to perform larval inspections, vertebrate surveillance, and treatment to
14 control and abate mosquitoes, midges, and black flies emanating from the
15 CONSULTANT's BMP site located at SR-170 and Oxnard.
- 16 4) Services shall be performed at the hourly rate and materials billed as specified in
17 Attachment B for services rendered executed upon date of this agreement through
18 June 30, 2001. Attachment B shall be modified annually to reflect adjusted salaries,
19 pesticide cost, and fuel cost and shall be submitted to the CONSULTANT no later
20 than July 15th of each year of this agreement.
- 21 5) Services shall be provided until such time that the not to exceed cost of \$10,000.00
22 is exhausted. At any time during the date of execution of this agreement to June 30,
23 2001, either party can request that the appropriateness of the "not to exceed" figure
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26 decreases in labor hours or abatement costs, decommissioning of BMP site, or
27 exhaustion of the not to exceed cost.
- 28
- 29 6) All invoices and reports shall be submitted to the CONSULTANT by the 7th of the
30 month following the reporting period to:

31
32 Thomas F. Quasebarth
33 Camp Dresser & McKee, Inc.
34 2920 Inland Empire Boulevard, Suite 108
35 Ontario, CA 91764-4802
36

37 All invoices are due and payable within 60 days of the invoice date. A late fee will
38 be charged on past due invoices at the rate of 1.5% of the balance per month.
39 Payment shall be made to:

40
41
42 Greater Los Angeles Vector Control District
43 12545 Florence Avenue
44 Santa Fe Springs, California 90670
45

- 1 7) The GLACVCD shall furnish services during normal operational hours as
2 designated by each facility.
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- 11 9) GLACVCD shall indemnify, defend, and hold harmless CONSULTANT and its
12 respective officers, agents, and employees from and against any and all liability,
13 expense (including defense costs and legal fees), and claims for damages, including
14 but not limited to bodily injury, death, personal injury, or property damage arising
15 from or connected with any negligent act or omission of GLACVCD, including
16 workers' compensation suits, liability, or expense arising from or connected with
17 services performed by or on behalf of GLACVCD by any person pursuant to this
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21 expense (including defense costs and legal fees), and claims for damages, including
22 but not limited to bodily injury, death, personal injury, or property damage arising
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25 services performed by or on behalf of CONSULTANT by any person pursuant to
26 this Service Agreement.
- 27 11) GLACVCD and CONSULTANT shall each provide and maintain at their own
28 expense during the term of this Service Agreement the following insurance
29 coverage:
- 30 a) Comprehensive General Liability Insurance endorsed for Premises-Operation,
31 Product/Completed Operations, Contractual, Board Form Property Damage,
32 and Personal Injury with combined single limit of \$1,000,000 per occurrence.
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34 vehicles with a combined single limit of \$300,000 per occurrence.
- 35 c) Worker's Compensation and Employer's Liability in an amount and form to
36 meet all applicable requirements of the labor code of the State of California and
37 which specifically covers all persons providing services on behalf of and all
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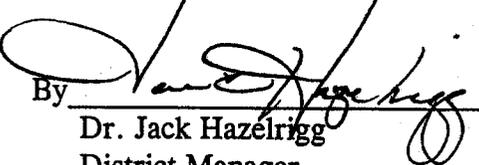
42
43 Thomas F. Quasebarth
44 Camp Dresser & McKee, Inc.
45 2920 Inland Empire Boulevard, Suite 108
46 Ontario, CA 91764-4802

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2
3 Dr. Jack Hazelrigg, District Manager
4 Greater Los Angeles County Vector Control District
5 12545 Florence Avenue
6 Santa Fe Springs, CA 90670
7

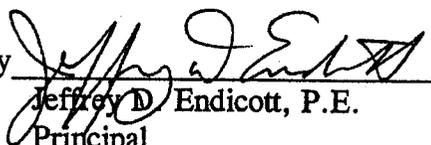
- 8 13) This Service Agreement shall not be changed or modified except by the written
9 consent of all parties. CONSULTANT reserves the right to change any portion of
10 the work required under this Service Agreement, or amend such other terms and
11 conditions which may become necessary. However, any such revisions or
12 amendments shall only become effective following the issuance of a Change Notice
13 or Amendment to Service Agreement that is agreed to and signed by
14 CONSULTANT and GLACVCD and that contains cost adjustments mutually
15 agreed to by both parties.
- 16 14) This Service Agreement is the result of negotiations between the parties hereto
17 acting on the advice and assistance of their respective counsel. The fact that this
18 Service Agreement was prepared as a matter of convenience by GLACVCD shall
19 have no impact or significance. Any uncertainty of ambiguity in this Service
20 Agreement shall not be construed against GLACVCD.
- 21 15) This Service Agreement is intended by the parties as their final expression with
22 respect to the matters herein and is a complete and exclusive statement of the terms
23 and conditions thereof.
- 24 16) The terms of this Service Agreement are from the date of execution of the Service
25 Agreement through June 30, 2001 or until the not to exceed figure is exhausted,
26 whichever comes first. This Service Agreement may be extended with written
27 consent of all parties. Either CONSULTANT or GLACVCD may cancel or
28 terminate this Service Agreement at any time upon giving of at least thirty (30) days
29 notice to the other party in writing.
- 30 17) The laws of the State of California shall govern the rights, obligations, duties, and
31 liabilities of the parties to this Service Agreement and shall also govern the
32 interpretation of this Service Agreement.
33

1 IN WITNESS WHEREOF, the parties hereto have executed this Agreement by and
2 through their respected duly authorized officers as of the last day written below.

3
4 GREATER LOS ANGELES COUNTY VECTOR CONTROL DISTRICT

5
6 
7 By _____ Date 12-8-00
8 Dr. Jack Hazelrigg Date
9 District Manager

10
11
12 CAMP DRESSER & MCKEE, INC.

13
14 
15 By _____ Date 12-7-00
16 Jeffrey D. Endicott, P.E. Date
17 Principal

1
2
3 Dr. Jack Hazelrigg, District Manager
4 Greater Los Angeles County Vector Control District
5 12545 Florence Avenue
6 Santa Fe Springs, CA 90670
7

- 8 13) This Service Agreement shall not be changed or modified except by the written
9 consent of all parties. CONSULTANT reserves the right to change any portion of
10 the work required under this Service Agreement, or amend such other terms and
11 conditions which may become necessary. However, any such revisions or
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13 or Amendment to Service Agreement that is agreed to and signed by
14 CONSULTANT and GLACVCD and that contains cost adjustments mutually
15 agreed to by both parties.
- 16 14) This Service Agreement is the result of negotiations between the parties hereto
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25 Agreement through June 30, 2001 or until the not to exceed figure is exhausted,
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29 notice to the other party in writing.
- 30 17) The laws of the State of California shall govern the rights, obligations, duties, and
31 liabilities of the parties to this Service Agreement and shall also govern the
32 interpretation of this Service Agreement.
33

SERVICE AGREEMENT

BETWEEN THE GREATER LOS ANGELES COUNTY VECTOR CONTROL DISTRICT AND BURNS & McDONNELL ENGINEERING COMPANY, INC.

RECEIVED
DEC 14 2000

This Service Agreement made and entered by and between the GREATER LOS ANGELES COUNTY VECTOR CONTROL DISTRICT ("GLACVCD") and BURNS & McDONNELL ENGINEERING COMPANY, INC. ("CONSULTANT") on the 22nd day of November 2000.

WITNESSETH

Whereas, CALTRANS, as a result of litigation, will design, construct, operate, maintain, and monitor a Best Management Practice (BMP) system to allow for observations pertaining to technical feasibility, cost of retrofitting, and benefits of various BMPs for treatment runoff from Caltrans highways and facilities; and

Whereas, potential vector control issues are foreseen at the BMP sites in CALTRANS' Retrofit Pilot Program; and

Whereas, GLACVCD contends that California Health and Safety Code Section 2200 et.seq. obligates CALTRANS to accept responsibility for abatement of vectors emanating from its property; and

Whereas, GLACVCD is authorized by California Health and Safety Code Section 2283.5 to collect for the cost control of nuisances from any state or local agency and to enter into contractual agreements to provide control of nuisances with any state or local agency; and

Whereas, CALTRANS' authorized CONSULTANT has requested the GLACVCD to provide vector control services for the BMP sites located within the boundaries of the GLACVCD; and

Whereas, the CONSULTANT has six (6) BMP sites located within the boundaries of GLACVCD located at; Foothill Blvd./West of Orcas Ave., Cristy St./South of I-210, Gaviota Ave./South of Magnolia Avenue, Glenada Ave./South of #2 Fwy, Leadwell St./East of I-405, and Garber St./South of I-5.

Whereas, the CONSULTANT has requested the GLACVCD to provide vector control at the six (6) BMP sites from December 15, 2000 through December 31, 2002; and

Whereas, CALTRANS and their consultants have prepared a Vector Control Plan, namely Appendix IV of CALTRANS BMP Retrofit Pilot Program, BMP Operation, Maintenance, and Monitoring Plan, Volume II for District 7, Los Angeles; and

Now, therefore, GLACVCD and CONSULTANT, for and in consideration of the mutual benefits, promises and agreements set forth herein, do agree as follows:

1. The CALTRANS BMP Retrofit Pilot Program, BMP Operation, Maintenance, and Monitoring Plan, Volume II for District 7, Los Angeles, Appendix IV, Vector Control Plan is hereby incorporated as Attachment A.
 2. The GLACVCD's responsibilities located in the Vector Control plan are limited to the following sections:
 - 2.1.2 Mosquitoes and Midges: Larval Sampling;
 - 2.1.3 Black Fly Larvae;
 - 2.2 Vertebrate Vector Monitoring;
 - 3.2 Biological Controls;
 - 3.3 Chemical Control;
 - 4.0 Threshold Criteria and Treatment Guidelines;
 - 5.4.2 Vertebrates (Identification);
 - 6.1.1 Treatment Thresholds 1) Mosquito larvae, 5) Black fly and Midge larvae;
 - 6.1.2 Data Collection for Mosquito and Midge Monitoring and Abatement Activities, excluding laboratory identification;
 - 6.1.4 Follow-up Monitoring, excluding adult monitoring;
 - 6.1.5 Abatement of Midges;
 - 6.1.6 Black Flies;
 - 6.2 Vertebrates;
- Figure 4.1 Mosquito and Midge Monitoring Equipment List, excluding white coveralls and insulated gloves, all CO₂ – light traps, and all Gravid traps;

Figure 4.2 Mosquito and Midge Monitoring Task Checklist, excluding CO2 – light traps, Gravid traps, Larval sampling 6) laboratory processing;

Figure 4.3 Field Sheets to be retained by GLACVCD;

Figure 4.4 Operations Report to be submitted to CONSULTANT;

Figure 4.6 Inspection Checklist for Vertebrate Vectors;

Figure 4.7 Vertebrate Vector Control Related Maintenance Activity Checklist;

Table 4.1, excluding Sample Analysis; and

Table 4.2 Implementation Parameters.

3. The GLACVCD shall furnish all supervision, labor, materials, and equipment necessary to perform larval inspections, vertebrate surveillance, and treatment to control and abate vectors included in the Vector Control Plan emanating from the CONSULTANT's BMP installations located at the sites listed above.
4. Services shall be performed at the hourly rate as specified in Exhibit B for services rendered between December 15, 2000 through December 31, 2002. Exhibit B shall be modified annually to reflect adjusted salaries, pesticide cost, and fuel cost and shall be submitted to the CONSULTANT no later than July 15th of each year of this agreement.
5. Pesticide shall be billed based on actual cost including tax not to exceed cost per quantity included in Exhibit B. Fuel cost shall be billed based on rate in Exhibit B.
6. Services shall be provided until such time that the not to exceed cost of \$ 60,000.00 is exhausted. At any time during the period of December 15, 2000 to December 31, 2002, either party can request that the appropriateness of the "not to exceed" figure be examined and, if necessary, re-negotiated. Reasons for re-negotiation include, but are not limited to, changes in the scope of work, unexpected increases or decreases in labor hours or abatement costs, decommissioning of BMP site, or exhaustion of the not to exceed cost.
7. All invoices shall be submitted by the 4th of the month following the billing to:

BURNS & McDONNELL

Attn: Amy Ellis

10625 Scripps Ranch Boulevard, Suite A

San Diego, California 92131

All reports shall be submitted to the CONSULTANT by the 10th of the month following the reporting period to:

BURNS & McDONNELL

Attn: Kevin E. O'Malley

2990 East La Palma Avenue, Suite A

Anaheim, California 92806

All invoices are due and payable within 60 days of CONSULTANT receipt of the invoice, provided that invoices received on or before the 4th of the month following the billing period. A late fee will be charged on past due invoices at the rate of 1.5% of the balance per month.

Payment shall be made to: Greater Los Angeles County Vector Control District
12545 Florence Avenue
Santa Fe Springs, California 90670

8. The GLACVCD shall furnish services during normal operational hours as designated by each facility.
9. If immature stages of mosquitoes, black flies, or midges are present based on the Threshold Criteria in the Vector Control plan, the vectors shall be eliminated using the appropriate control measures. If the vectors can be eliminated through physical control, the CONSULTANT shall be contacted within 24 hours to perform the physical control measure within 24 hours of being contacted. If control must be performed through biological or chemical control measures, control shall be performed immediately and the CONSULTANT shall be notified within 24 hours of the control measure taken.
10. GLACVCD shall indemnify, defend, and hold harmless CONSULTANT and its respective officers, agents, and employees from and against any and all liability, expense (including defense costs and legal fees), and claims for damages,

including but not limited to bodily injury, death, personal injury, or property damage arising from or connected with any negligent act or omission of GLACVCD, including workers' compensation suits, liability, or expense arising from or connected with services performed by or on behalf of GLACVCD by any person pursuant to this Service Agreement.

11. CONSULTANT shall indemnify, defend, and hold harmless GLACVCD and its respective officers, agents, and employees from and against any and all liability, expense (including defense costs and legal fees), and claims for damages, including but not limited to bodily injury, death, personal injury, or property damage arising from or connected with any negligent act or omission CONSULTANT, including workers' compensation suits, liability, or expense arising from or connected with services performed by or on behalf of CONSULTANT by any person pursuant to this Service Agreement.
12. In the event the liability, expense or claim is caused by joint negligence of GLACVCD and CONSULTANT, each party shall share in the loss, costs, damages and expenses (including reasonable attorney's fees) in proportion to that party's negligence. The proportion of negligence shall be decided by mutual agreement or legal process.
13. GLACVCD and CONSULTANT shall each maintain at its own expense during the term of the Service Agreement the following insurance coverage:
 1. General Liability Insurance including Premises-Operation, Product/Completed Operations, Contractual, Board Form Property Damage, and Personal Injury with combined single limit of \$1,000,000 per occurrence.
 2. Comprehensive Automotive Liability endorsed for all owned and non-owned vehicles with a combined single limit of \$300,000 per occurrence.
 3. Worker's Compensation and Employer's Liability in an amount and form to meet all applicable requirements of the labor code of the State of California and which specifically covers all persons providing services on behalf of and all risks to such persons under this Service Agreement.

14. Any and all notices sent or required to be sent to the parties of this Service Agreement will be mailed by first class mail, postage prepaid, to the following addressed:

Burns & McDonnell
10625 Scripps Ranch Boulevard, Suite A
San Diego, California 92131

Dr. Jack Hazelrigg, District Manager
Greater Los Angeles County Vector Control District
12545 Florence Avenue
Santa Fe Springs, California 90670

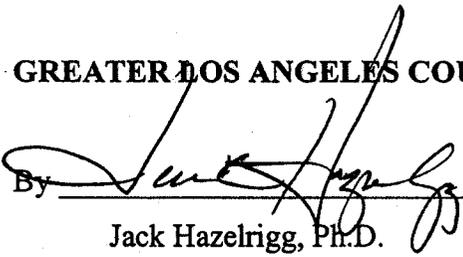
15. This Service Agreement shall not be changed or modified except by the written consent of all parties. CONSULTANT reserves the right to change any portion of the work required under this Service Agreement, or amend such other terms and conditions which may become necessary. However, any such revisions or amendments shall only become effective following the issuance of a Change Notice or Amendment to Service Agreement that is agreed to and signed by CONSULTANT and GLACVCD and that contains cost adjustments mutually agreed to by both parties.
16. This Service Agreement is the result of negotiations between the parties hereto acting on the advice and assistance of their respective counsel. The fact that this Service Agreement was prepared as a matter of convenience by GLACVCD shall have no impact or significance. Any uncertainty of ambiguity in this Service Agreement shall not be construed against GLACVCD.
17. This Service Agreement is intended by the parties as their final expression with respect to the matters herein and is a complete and exclusive statement of the terms and conditions thereof.
18. The terms of this Service Agreement is from the date of execution of the Service Agreement through December 31, 2002 or until the not to exceed figure is exhausted, which ever comes first. This Service Agreement may be extended

with written consent of all parties. Either CONSULTANT or GLACVCD may cancel or terminate this Service Agreement at any time upon giving of at least (30) days notice to the other party in writing.

19. The laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Service Agreement and shall also given the interpretation of this Service Agreement.

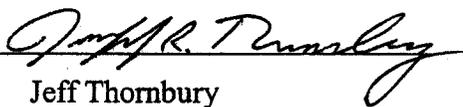
IN WITNESS WHEREOF, the parties hereto have executed this Agreement by and through their respected duly authorized officers as of the last day written below.

GREATER LOS ANGELES COUNTY VECTOR CONTROL DISTRICT

By 
Jack Hazelrigg, Ph.D.
District Manager

11.22.2000
Date

BURNS & McDONNELL

By 
Jeff Thornbury
Principal

11/30/00
Date

SERVICE AGREEMENT
BETWEEN THE GREATER LOS ANGELES COUNTY VECTOR CONTROL
DISTRICT AND BROWN AND CALDWELL

This Service Agreement made and entered by and between the GREATER LOS ANGELES COUNTY VECTOR CONTROL DISTRICT ("GLACVCD") and BROWN AND CALDWELL ("CONSULTANT") on the 11th day of May, 1999.

WITNESSETH

Whereas, CALTRANS, as a result of litigation, will design, construct, operate, maintain, and monitor a Best Management Practice (BMP) system to allow for observations pertaining to technical feasibility, cost of retrofitting, and benefits of various BMPs for treating runoff from Caltrans highways and facilities; and

Whereas, potential vector control issues are foreseen at the BMP sites in CALTRANS' Retrofit Pilot Program; and

Whereas, GLACVCD contends that California Health and Safety Code Section 2200 et seq. obligates CALTRANS to accept responsibility for abatement of vectors emanating from its property; and

Whereas, GLACVCD is authorized by California Health and Safety Code Section 2283.5 to collect for the cost of control of nuisances from any state or local agency and to enter into contractual agreements to provide control of nuisances with any state or local agency; and

Whereas, CALTRANS' authorized CONSULTANT has requested the GLACVCD to provide vector control services for the BMP sites located within the boundaries of the GLACVCD; and

Whereas, the CONSULTANT has eight (8) BMP sites located within the boundaries of GLACVCD located at I-5/I-605, I-605/SR-91, Alameda Maintenance Station, Eastern Regional Maintenance Station, Termination Park & Ride, Paxton Park & Ride, Metro Maintenance Station, and Lakewood Park & Ride; and

Whereas, the CONSULTANT has requested the GLACVCD to provide vector control at the eight (8) BMP sites from May 17, 1999 through June 30, 2001; and

Whereas, CALTRANS and their consultants have prepared a Vector Control Plan, namely Appendix IV of CALTRANS BMP Retrofit Pilot Program, BMP Operation, Maintenance, and Monitoring Plan, Volume II for District 7, Los Angeles; and

Now, therefore, GLACVCD and CONSULTANT, for and in consideration of the mutual benefits, promises and agreements set forth herein, do agree as follows:

1. The CALTRANS BMP Retrofit Pilot Program, BMP Operation, Maintenance, and Monitoring Plan, Volume II for District 7, Los Angeles, Appendix IV, Vector Control Plan is hereby incorporated as Attachment A.
2. The GLACVCD's responsibilities located in the Vector Control plan are limited to the following sections: 2.1.2 Mosquitoes and Midges: Larval Sampling; 2.1.3 Black Fly Larvae; 2.2 Vertebrate Vector Monitoring; 3.2 Biological Controls; 3.3 Chemical Control; 4.0 Threshold Criteria and Treatment Guidelines; 5.4.2 Vertebrates (Identification); 6.1.1 Treatment Thresholds 1) Mosquito larvae, 5) Black fly and Midge larvae; 6.1.2 Data Collection for Mosquito and Midge Monitoring and Abatement Activities, excluding laboratory identification; 6.1.4 Follow-up Monitoring, excluding adult monitoring; 6.1.5 Abatement of Midges; 6.1.6 Black Flies; 6.2 Vertebrates; Figure 4.1 Mosquito and Midge Monitoring Equipment List, excluding white coveralls and insulated gloves, all CO₂-light traps, and all Gravid traps; Figure 4.2 Mosquito and Midge Monitoring Task Checklist, excluding CO₂-light traps, Gravid traps, Larval sampling 6) laboratory processing; Figure 4.3 Field Sheets to be retained by GLACVCD; Figure 4.4 Operations Report to be submitted to CONSULTANT; Figure 4.6 Inspection Checklist for Vertebrate Vectors; Figure 4.7 Vertebrate Vector Control Related Maintenance Activity Checklist; Table 4.1, excluding Sample Analysis; and Table 4.2 Implementation Parameters.
3. The GLACVCD shall furnish all supervision, labor, materials, and equipment necessary to perform larval inspections, vertebrate surveillance, and treatment to control and abate vectors included in the Vector Control Plan emanating from the CONSULTANT's BMP installations located at the sites listed above.

4. Services shall be performed at the hourly rate as specified in Exhibit B for services rendered between May 17, 1999 through June 30, 1999. Exhibit B shall be modified annually to reflect adjusted salaries, pesticide cost, and fuel cost and shall be submitted to the CONSULTANT no later than July 15th of each year of this agreement.
5. Pesticide shall be billed based on actual cost including tax not to exceed cost per quantity included in Exhibit B. Fuel cost shall be billed based on rate in Exhibit B.
6. Services shall be provided until such time that the not to exceed cost of \$90,805 is exhausted. At any time during the period of May 17, 1999 to June 30, 2001, either party can request that the appropriateness of the "not to exceed" figure be examined and, if necessary, re-negotiated. Reasons for re-negotiation include, but are not limited to, changes in the scope of work, unexpected increases or decreases in labor hours or abatement costs, decommissioning of BMP site, or exhaustion of the not to exceed cost.
7. All invoices shall be submitted by the 4th of the month following the billing period and all reports shall be submitted to the CONSULTANT by the 10th of the month following the reporting period to:

BROWN AND CALDWELL
Attention: Mark Williams
9040 Friars Road, Suite 220
San Diego, California 92108-1601

All invoices are due and payable within 60 days of CONSULTANT receipt of the invoice, provided that invoices are received on or before the 4th of the month following the billing period.

Payment shall be made to: Greater Los Angeles County Vector Control District
12545 Florence Avenue
Santa Fe Springs, California 90670

8. The GLACVCD shall furnish services during normal operational hours as designated by each facility.
9. If immature stages of mosquitoes, black flies, or midges are present based on the Threshold Criteria in the Vector Control plan, the vectors shall be eliminated using the appropriate control measures. If the vectors can be eliminated through physical control, the

CONSULTANT shall be contacted within 24 hours to perform the physical control measure within 24 hours of being contacted. If control must be performed through biological or chemical control measures, control shall be performed immediately and the CONSULTANT shall be notified within 24 hours of the control measure taken.

10. GLACVCD shall indemnify, defend, and hold harmless CONSULTANT and its respective officers, agents, and employees from and against any and all liability, expense (including defense costs and legal fees), and claims for damages, including but not limited to bodily injury, death, personal injury, or property damage arising from or connected with any negligent act or omission of GLACVCD, including workers' compensation suits, liability, or expense arising from or connected with services performed by or on behalf of GLACVCD by any person pursuant to this Service Agreement.
11. CONSULTANT shall indemnify, defend, and hold harmless GLACVCD and its respective officers, agents, and employees from and against any and all liability, expense (including defense costs and legal fees), and claims for damages, including but not limited to bodily injury, death, personal injury, or property damage arising from or connected with any negligent act or omission of CONSULTANT, including workers' compensation suits, liability, or expense arising from or connected with services performed by or on behalf of CONSULTANT by any person pursuant to this Service Agreement.
12. In the event the liability, expense or claim is caused by joint negligence of GLACVCD and CONSULTANT, each party shall share in the loss, costs, damages and expenses (including reasonable attorney's fees) in proportion to that party's negligence. The proportion of negligence shall be decided by mutual agreement or legal process.
13. GLACVCD and CONSULTANT shall each maintain at its own expense during the term of this Service Agreement the following insurance coverage:
 - 1) Comprehensive General Liability Insurance endorsed for Premises-Operation, Product/Completed Operations, Contractual, Board Form Property Damage, and Personal Injury with combined single limit of \$1,000,000 per occurrence.
 - 2) Comprehensive Automobile Liability endorsed for all owned and non-owned vehicles with a combined single limit of \$300,000 per occurrence.

- 3) Worker's Compensation and Employer's Liability in an amount and form to meet all applicable requirements of the labor code of the State of California and which specifically covers all persons providing services on behalf of and all risks to such persons under this Service Agreement.

14. Any and all notices sent or required to be sent to the parties of this Service Agreement will be mailed by first class mail, postage prepaid, to the following addressed:

Mr. Mark Williams
Brown and Caldwell
9040 Friars Road, Suite 220
San Diego, CA 92108-1601

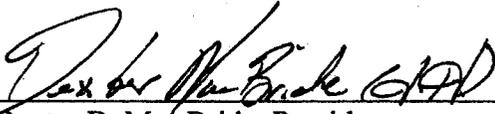
Dr. Jack Hazelrigg, District Manager
Greater Los Angeles County Vector Control District
12545 Florence Avenue
Santa Fe Springs, CA 90670

15. This Service Agreement shall not be changed or modified except by the written consent of all parties. CONSULTANT reserves the right to change any portion of the work required under this Service Agreement, or amend such other terms and conditions which may become necessary. However, any such revisions or amendments shall only become effective following the issuance of a Change Notice or Amendment to Service Agreement that is agreed to and signed by CONSULTANT and GLACVCD and that contains cost adjustments mutually agreed to by both parties.
16. This Service Agreement is the result of negotiations between the parties hereto acting on the advice and assistance of their respective counsel. The fact that this Service Agreement was prepared as a matter of convenience by GLACVCD shall have no impact or significance. Any uncertainty of ambiguity in this Service Agreement shall not be construed against GLACVCD.

17. This Service Agreement is intended by the parties as their final expression with respect to the matters herein and is a complete and exclusive statement of the terms and conditions thereof.
18. The terms of this Service Agreement is from the date of execution of the Service Agreement through June 30, 2001 or until the not to exceed figure is exhausted, which ever comes first. This Service Agreement may be extended with written consent of all parties. Either CONSULTANT or GLACVCD may cancel or terminate this Service Agreement at any time upon giving of at least thirty (30) days notice to the other party in writing.
19. The laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Service Agreement and shall also given the interpretation of this Service Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by and through their respected duly authorized officers as of the last day written below.

GREATER LOS ANGELES COUNTY VECTOR CONTROL DISTRICT

By  5.13.99
Dexter D. Mac Bride, President Date
Board of Trustees

BROWN AND CALDWELL


By  5/11/99
Mark Williams Date

SERVICE AGREEMENT
BETWEEN THE GREATER LOS ANGELES COUNTY VECTOR CONTROL
DISTRICT AND MONTGOMERY WATSON - CHAUDHARY

This Service Agreement made and entered by and between the GREATER LOS ANGELES COUNTY VECTOR CONTROL DISTRICT ("GLACVCD") and MONTGOMERY WATSON - CHAUDHARY ("CONSULTANT") on the _____ day of _____, 1999.

WITNESSETH

Whereas, CALTRANS, as a result of litigation, will design, construct, operate, maintain, and monitor a Best Management Practice (BMP) system to allow for observations pertaining to technical feasibility, cost of retrofitting, and benefits of various BMPs for treating runoff from Caltrans highways and facilities; and

Whereas, potential vector control issues are foreseen at the BMP sites in CALTRANS' Retrofit Pilot Program; and

Whereas, GLACVCD contends that California Health and Safety Code Section 2200 et. seq. obligates CALTRANS to accept responsibility for abatement of vectors emanating from its property; and

Whereas, GLACVCD is authorized by California Health and Safety Code Section 2283.5 to collect for the cost of control of nuisances from any state or local agency and to enter into contractual agreements to provide control of nuisances with any state or local agency; and

Whereas, CALTRAN's authorized CONSULTANT has requested the GLACVCD to provide vector control services for the BMP sites located within the boundaries of the GLACVCD; and

Whereas, the CONSULTANT has eight (8) BMP sites located within the boundaries of GLACVCD located at; I-210/East of Orcas Ave., I-210/East of Filmore St., I-605/SR-91

(Infiltration Basin), Altadena Maintenance Station, I-605/SR-91 (Bio Strip/Swale), Cerritos Maintenance Station, I-5/I-605, and I-605/Del Amo Ave.; and

Whereas, the CONSULTANT has requested the GLACVCD to provide vector control at the eight (8) BMP sites from May 17, 1999 through June 30, 2001; and

Whereas, CALTRANS and their consultants have prepared a Vector Control Plan, namely Appendix IV of CALTRANS BMP Retrofit Pilot Program, BMP Operation, Maintenance, and Monitoring Plan, Volume II for District 7, Los Angeles; and

Now, therefore, GLACVCD and CONSULTANT, for and in consideration of the mutual benefits, promises and agreements set forth herein, do agree as follows:

1. The CALTRANS BMP Retrofit Pilot Program, BMP Operation, Maintenance, and Monitoring Plan, Volume II for District 7, Los Angeles, Appendix IV, Vector Control Plan is hereby incorporated as Attachment A.
2. The GLACVCD's responsibilities located in the Vector Control plan are limited to the following sections: 2.1.2 Mosquitoes and Midges: Larval Sampling; 2.1.3 Black Fly Larvae; 2.2 Vertebrate Vector Monitoring; 3.2 Biological Controls; 3.3 Chemical Control; 4.0 Threshold Criteria and Treatment Guidelines; 5.4.2 Vertebrates (Identification); 6.1.1 Treatment Thresholds 1) Mosquito larvae, 5) Black fly and Midge larvae; 6.1.2 Data Collection for Mosquito and Midge Monitoring and Abatement Activities, excluding laboratory identification; 6.1.4 Follow-up Monitoring, excluding adult monitoring; 6.1.5 Abatement of Midges; 6.1.6 Black Flies; 6.2 Vertebrates; Figure 4.1 Mosquito and Midge Monitoring Equipment List, excluding white coveralls and insulated gloves, all CO₂-light traps, and all Gravid traps; Figure 4.2 Mosquito and Midge Monitoring Task Checklist, excluding CO₂-light traps, Gravid traps, Larval sampling 6) laboratory processing; Figure 4.3 Field Sheets to be retained by GLACVCD; Figure 4.4 Operations Report to be submitted to CONSULTANT; Figure 4.6 Inspection Checklist for Vertebrate Vectors; Figure 4.7 Vertebrate Vector Control Related Maintenance Activity Checklist; Table 4.1, excluding Sample Analysis; and Table 4.2 Implementation Parameters.
3. The GLACVCD shall furnish all supervision, labor, materials, and equipment necessary to

perform larval inspections, vertebrate surveillance, and treatment to control and abate vectors included in the Vector Control Plan emanating from the CONSULTANT's BMP installations located at the sites listed above.

4. Services shall be performed at the hourly rate as specified in Exhibit B for services rendered between May 17, 1999 through June 30, 1999. Exhibit B shall be modified annually to reflect adjusted salaries, pesticide cost, and fuel cost and shall be submitted to the CONSULTANT no later than July 15th of each year of this agreement.
5. Pesticide shall be billed based on actual cost including tax not to exceed cost per quantity included in Exhibit B. Fuel cost shall be billed based on rate in Exhibit B.
6. Services shall be provided until such time that the not to exceed cost of \$113,507 is exhausted. At any time during the period of May 17, 1999 to June 30, 2001, either party can request that the appropriateness of the "not to exceed" figure be examined and, if necessary, re-negotiated. Reasons for re-negotiation include, but are not limited to, changes in the scope of work, unexpected increases or decreases in labor hours or abatement costs, decommissioning of BMP site, or exhaustion of the not to exceed cost.
7. All invoices shall be submitted by the 4th of the month following the billing to:

MONTGOMERY WATSON – CHAUDHARY
777 Campus Commons, Suite 250
Sacramento, California 95825

All reports shall be submitted to the CONSULTANT by the 10th of the month following the reporting period to:

MONTGOMERY WATSON
Attn: Gary Friedman
750 B Street, Suite 1610
San Diego, California 92101

All invoices are due and payable within 60 days of CONULTANT receipt of the invoice, provided that invoices are received on or before the 4th of the month following the billing period.

negligence shall be decided by mutual agreement or legal process.

13. GLACVCD and CONSULTANT shall each maintain at its own expense during the term of this Service Agreement the following insurance coverage:

- 1) General Liability Insurance including Premises-Operation, Product/Completed Operations, Contractual, Board Form Property Damage, and Personal Injury with combined single limit of \$1,000,000 per occurrence.
- 2) Comprehensive Automobile Liability endorsed for all owned and non-owned vehicles with a combined single limit of \$300,000 per occurrence.
- 3) Worker's Compensation and Employer's Liability in an amount and form to meet all applicable requirements of the labor code of the State of California and which specifically covers all persons providing services on behalf of and all risks to such persons under this Service Agreement.

14. Any and all notices sent or required to be sent to the parties of this Service Agreement will be mailed by first class mail, postage prepaid, to the following addressed:

Mr. Gary Friedman
MONTGOMERY WATSON
750 B Street, Suite 1610
San Diego, CA 92101

Dr. Jack Hazelrigg, District Manager
Greater Los Angeles County Vector Control District
12545 Florence Avenue
Santa Fe Springs, CA 90670

15. This Service Agreement shall not be changed or modified except by the written consent of all parties. CONSULTANT reserves the right to change any portion of the work required under this Service Agreement, or amend such other terms and conditions which may become necessary. However, any such revisions or amendments shall only become effective following the issuance of a Change Notice or Amendment to Service Agreement that is agreed to and signed by CONSULTANT and GLACVCD and that contains cost adjustments mutually agreed to by both parties.

negligence shall be decided by mutual agreement or legal process.

13. GLACVCD and CONSULTANT shall each maintain at its own expense during the term of this Service Agreement the following insurance coverage:

- 1) General Liability Insurance including Premises-Operation, Product/Completed Operations, Contractual, Board Form Property Damage, and Personal Injury with combined single limit of \$1,000,000 per occurrence.
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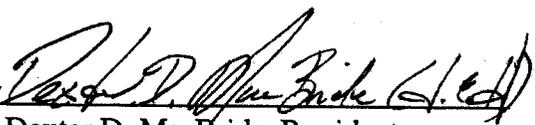
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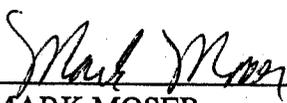
16. This Service Agreement is the result of negotiations between the parties hereto acting on the advice and assistance of their respective counsel. The fact that this Service Agreement was prepared as a matter of convenience by GLACVCD shall have no impact or significance. Any uncertainty of ambiguity in this Service Agreement shall not be construed against GLACVCD.
17. This Service Agreement is intended by the parties as their final expression with respect to the matters herein and is a complete and exclusive statement of the terms and conditions thereof.
18. The terms of this Service Agreement is from the date of execution of the Service Agreement through June 30, 2001 or until the not to exceed figure is exhausted, which ever comes first. This Service Agreement may be extended with written consent of all parties. Either CONSULTANT or GLACVCD may cancel or terminate this Service Agreement at any time upon giving of at least thirty (30) days notice to the other party in writing.
19. The laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Service Agreement and shall also given the interpretation of this Service Agreement.

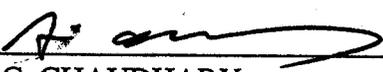
IN WITNESS WHEREOF, the parties hereto have executed this Agreement by and through their respected duly authorized officers as of the last day written below.

GREATER LOS ANGELES COUNTY VECTOR CONTROL DISTRICT

By  5.27.99
Dexter D. MacBride, President Date
Board of Trustees

MONTGOMERY WATSON - CHAUDHARY

By  5-17-99
MARK MOSER Date
Vice President

By  5-14-99
K.C. CHAUDHARY Date
President

1 Whereas, CALTRANS and it's consultants have prepared a Vector Control
2 Plan, namely Appendix IV of CALTRANS BMP Retrofit Pilot Program, BMP
3 Operation, Maintenance, and Monitoring Plan, Volume II for District 7, Los Angeles;
4 and

5 Now, therefore, GLACVCD and CONSULTANT, for and in consideration of
6 the mutual benefits, promises and agreements set forth herein, do agree as follows:

- 7 1) The CALTRANS BMP Retrofit Pilot Program, BMP Operation, Maintenance, and
8 Monitoring Plan, Volume II for District 7, Los Angeles, Appendix IV, Vector
9 Control Plan is hereby incorporated as Attachment A.
- 10 2) The GLACVCD's responsibilities located in the Vector Control plan are limited to
11 the following sections: 2.1.2 Mosquitoes and Midges: Larval Sampling; 2.1.3 Black
12 Fly Larvae; 2.2 Vertebrate Vector Monitoring; 3.2 Biological Controls; 3.3.
13 Chemical Control; 4.0 Threshold Criteria and Treatment Guidelines; 5.4.2
14 Vertebrates (Identification); 6.1.1 Treatment Thresholds 1) Mosquito larvae, 5)
15 Black fly and Midge larvae; 6.1.2 Data Collection for Mosquito and Midge
16 Monitoring and Abatement Activities, excluding laboratory identification; 6.1.4
17 Follow-up Monitoring, excluding adult monitoring; 6.1.5 Abatement of Midges;
18 6.1.6 Black Flies; 6.2 Vertebrates; Figure 4.1 Mosquito and Midge Monitoring
19 Equipment List, excluding white coveralls and insulated gloves, all CO₂-light traps,
20 and all Gravid traps; Figure 4.2 Mosquito and Midge Monitoring Task Checklist,
21 excluding all CO₂-light traps, Gravid traps, Larval Sampling 6) laboratory
22 processing; Figure 4.3 Field sheets to be retained by GLACVCD; Figure 4.4
23 Inspection Checklist for Vertebrate Vectors; Figure 4.5 Vertebrate Control Related
24 Maintenance Activity Checklist; Table 4.1, excluding Sample Analysis; and Table
25 4.2 Implementation Parameters. The GLACVCD's shall submit Operations Report
26 to be submitted to CONSULTANT monthly.
- 27 3) The GLACVCD shall furnish all supervision, labor, materials, and equipment
28 necessary to perform larval inspections, vertebrate surveillance, and treatment to
29 control and abate mosquitoes, midges, and black flies emanating from the
30 CONSULTANT's BMP sites located at the the I-210 East of Orcas Ave. (CDS), I-
31 210 East of Filmore St. (CDS), I-605/SR-91 (Infiltration Basin, Swale, Strip, and
32 Extended Detention Basin), I-605 at Carson (Swale), I-5/I-605 (Swale and Extended
33 Detention Basin), Paxton Park and Ride (Media Filter), Metro Maintenance Station
34 (MCTT), Alameda Maintenance Station (Oil/Water Separator), Eastern
35 Maintenance Station (Media Filter), Termination Park and Ride (MCTT),
36 Lakewood Park and Ride (MCTT), Altadena Maintenance Station (Strip and
37 Infiltration Trench), and Cerritos Maintenance Station (Swale).
- 38 Services shall be performed at the hourly rate and materials billed as specified in
39 Attachment B for services rendered executed upon date of this agreement through
40 June 30, 2002. Attachment B shall be modified annually to reflect adjusted salaries,
41 pesticide cost, and fuel cost and shall be submitted to the CONSULTANT no later
42 than July 15th of each year of this agreement.
- 43 5) Services shall be provided until such time that the not to exceed cost of \$250,000.00
44 is exhausted. At any time during the date of execution of this agreement to June 30,
45 2002, either party can request that the appropriateness of the "not to exceed" figure
46 be examined and, if necessary, re-negotiated. Reasons for re-negotiation include,

1 but are not limited to, changes in the scope of work, unexpected increases or
2 decreases in labor hours or abatement costs, decommissioning of BMP site, or
3 exhaustion of the not to exceed cost.
4

5 All invoices and reports shall be submitted to the CONSULTANT by the 7th of the
6 month following the reporting period to:
7

8 Law Engineering and Environmental Services, Inc.
9 1105 Sanctuary Parkway, Suite 300
10 Alpharetta, GA 30004
11

12 All invoices are due and payable within 60 days of the invoice date. A late fee will be
13 charged on past due invoices at the rate of 1.5% of the balance per month. Payment
14 shall be made to:
15

16 Greater Los Angeles County Vector Control District
17 12545 Florence Avenue
18 Santa Fe Springs, California 90670
19

- 20 7) The GLACVCD shall furnish services during normal operational hours as
21 designated by each facility.
- 22 8) If immature stages of mosquitoes, black flies, or midges are present based on the
23 Threshold criteria in the Vector Control Plan, the vectors shall be eliminated using
24 the appropriate control measures. If the vectors can be eliminated through physical
25 control, the CONSULTANT shall be contacted within 24 hours to perform the
26 physical control measure within 24 hours being contacted. If control must be
27 performed through biological or chemical control measures, control shall be
28 performed immediately and the CONSULTANT shall be notified within 24 hours of
29 the control measure taken.
- 30 9) GLACVCD shall indemnify, defend, and hold harmless CONSULTANT and its
31 respective officers, agents, and employees from and against any and all liability,
32 expense (including defense costs and legal fees), and claims for damages, including
33 but not limited to bodily injury, death, personal injury, or property damage arising
34 from or connected with any negligent act or omission of GLACVCD, including
35 workers' compensation suits, liability, or expense arising from or connected with
36 services performed by or on behalf of GLACVCD by any person pursuant to this
37 Service Agreement.
- 38 10) CONSULTANT shall indemnify, defend, and hold harmless GLACVCD and its
39 respective officers, agents, and employees from and against any all liability,
40 expense (including defense costs and legal fees), and claims for damages, including
41 but not limited to bodily injury, death, personal injury, or property damage arising
42 from or connected with any negligent act or omission of CONSULTANT, including
43 workers' compensation suits, liability, or expense arising from or connected with
44 services performed by or on behalf of CONSULTANT by any person pursuant to
45 this Service Agreement.

- 1 11) GLACVCD and CONSULTANT shall each provide and maintain at their own
2 expense during the term of this Service Agreement the following insurance
3 coverage:
4 a) Comprehensive General Liability Insurance endorsed for Premises-Operation,
5 Product/Completed Operations, Contractual, Board Form Property Damage, and
6 Personal Injury with combined single limit of \$1,000,000 per occurrence.
7 b) Comprehensive Automobile Liability endorsed for all owned and non-owned
8 vehicles with a combined single limit of \$300,000 per occurrence.
9 c) Worker's Compensation and Employer's Liability in an amount and form to
10 meet all applicable requirements of the labor code of the State of California and
11 which specifically covers all persons providing services on behalf of and all
12 risks to such persons under this Service Agreement.

- 13 12) Any and all notices sent or required to be sent to the parties of this Service
14 Agreement will be mailed by first class mail, postage prepaid, to the following
15 addresses:

16 Edward Othmer
17 Law Engineering and Environmental Services
18 9177 Sky Park Court, Suite A
19 San Diego, CA 92123
20

21 Dr. Jack Hazelrigg, District Manager
22 Greater Los Angeles County Vector Control District
23 12545 Florence Avenue
24 Santa Fe Springs, CA 90670
25

26 This Service Agreement shall not be changed or modified except by the written
27 consent of all parties. CONSULTANT reserves the right to change any portion of
28 the work required under this Service Agreement, or amend such other terms and
29 conditions which may become necessary. However, any such revisions or
30 amendments shall only become effective following the issuance of a Change Notice
31 or Amendment to Service Agreement that is agreed to and signed by
32 CONSULTANT and GLACVCD and that contains ~~_____~~
33 ~~_____~~

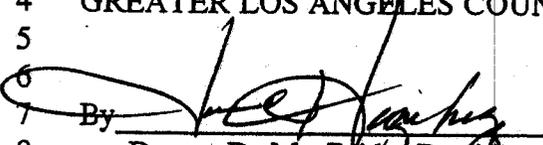
- 34 14) This Service Agreement is the result of negotiations between the parties hereto
35 acting on the advice and assistance of their respective counsel. The fact that this
36 Service Agreement was prepared as a matter of convenience by GLACVCD shall
37 have no impact or significance. Any uncertainty of ambiguity in this Service
38 Agreement shall not be construed against GLACVCD.
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40 respect to the matters herein and is a complete and exclusive statement of the terms
41 and conditions thereof.
42 16) The terms of this Service Agreement are from the date of execution of the Service
43 Agreement through June 30, 2002 or until the not to exceed figure is exhausted,
44 whichever comes first. This Service Agreement may be extended with written
45 consent of all parties. Either CONSULTANT or GLACVCD may cancel or

1 terminate this Service Agreement at any time upon giving of at least thirty (30) days
2 notice to the other party in writing.

3 17) The laws of the State of California shall govern the rights, obligations, duties, and
4 liabilities of the parties to this Service Agreement and shall also govern the
5 interpretation of this Service Agreement.
6

1 IN WITNESS WHEREOF, the parties hereto have executed this Agreement by and
2 through their respected duly authorized officers as of the last day written below.

3
4 GREATER LOS ANGELES COUNTY VECTOR CONTROL DISTRICT

5
6
7 By 
8 ~~Dexter D. MacBride, President~~
9 ~~Board of Trustees~~
10 JACK HAZELRIGG, DISTRICT ~~MANAGER~~
11 MANAGER

10.27.2006
Date

12 LAW ENGINEERING AND ENVIRONMENTAL SERVICES, INC.

13
14
15 By 
16 Stephen C. Brinigar, P.E.
17 Assistant Vice President

18 October '00
Date

RECEIVED
OCT 20 2000

1
2 SERVICE AGREEMENT
3 BETWEEN THE GREATER LOS ANGELES COUNTY VECTOR CONTROL
4 DISTRICT AND
5 LAW ENGINEERING AND ENVIRONMENTAL SERVICES, INC.

6 This Service Agreement made and entered by and between the GREATER LOS
7 ANGELES COUNTY VECTOR CONTROL DISTRICT ("GLACVCD") and LAW
8 ENGINEERING AND ENVIRONMENTAL SERVICES ("CONSULTANT") on the
9 1ST day of August 2000.

10
11 WITNESSETH

12 Whereas, CALTRANS, as a result of litigation, will design, construct, operate,
13 maintain, and monitor a Best Management Practice (BMP) system to allow for
14 observations pertaining to technical feasibility, cost of retrofitting, and benefits of
15 various BMPs for treating runoff from Caltrans highways and facilities; and

16 Whereas, potential vector control issues are foreseen at the BMP sites in
17 CALTRANS' Retrofit Pilot Program; and

18 Whereas, GLACVCD contends that California Health and Safety Code Section
19 2200 et. seq. obligates CALTRANS to accept responsibility for abatement of vectors
20 emanating from its property; and

21 Whereas, GLACVCD is authorized by California Health and Safety Code
22 Section 2283.5 to collect for the cost of control of nuisances from any state or local
23 agency and to enter into contractual agreements to provide control of nuisances with
24 any state or local agency; and

25 Whereas, CALTRAN's authorized CONSULTANT has requested the
26 GLACVCD to provide vector control services for the BMP sites located within the
27 boundaries of the GLACVCD; and

28 Whereas, the CONSULTANT has eighteen (18) BMP sites located within the
29 boundaries of GLACVCD located at:

- 30 • I-210 East of Orcas Ave. (CDS),
31 • I-210 East of Filmore St. (CDS),
32 • I-605/SR-91 (Infiltration Basin, Swale, Strip, and Extended Detention Basin),
33 • I-605 at Carson (Swale),
34 • I-5/I-605 (Swale and Extended Detention Basin),
35 • Paxton Park and Ride (Media Filter - to be constructed in 2001),
36 • Metro Maintenance Station (MCTT - to be constructed in 2001),
37 • Alameda Maintenance Station (Oil/Water Separator),
38 • Eastern Maintenance Station (Media Filter),
39 • Termination Park and Ride (MCTT),
40 • Lakewood Park and Ride (MCTT),
41 • Altadena Maintenance Station (Strip and Infiltration Trench), and
42 • Cerritos Maintenance Station (Swale).

43 Whereas, the CONSULTANT has requested the GLACVCD to provide vector
44 control at the eighteen (18) BMP sites from date of execution of agreement through
45 ~~September 30, 2002~~, and