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IPM for Excellence: A guide to Principles and IPM Service Philosophy

Integrated Pest Management

Integrated Pest Management is the organized use of many procedures to provide a pest-free, safe, and healthy environment. IPM is largely an inspection, monitoring, and pest prevention program. Application of pesticides and other devices is made only when necessary to eliminate a documented pest problem.

- ~ Identify pests and associated problems or damage.
- ~ Monitor infestation levels and keep records.
- ~ Know cultural or alternative methods.
- ~ Know recommended methods of judicious pesticide application.
- ~ Know the pesticide label's precautionary statement(s) pertaining to exposure to humans or animals.

Introduction

The public's concerns about health and environmental risks associated with chemicals are increasing every year. As the public becomes aware of the health and environmental risks pesticides may pose, its interest in seeking the use of equally effective alternative pest control methods increases. Anyone who has pest control decision-making responsibilities should become aware of the pest control options available to them. It is in everyone's best interest to reduce exposure to potentially harmful chemicals. IPM can reduce the use of chemicals and provide economical and effective pest suppression.

IPM has been developed to encourage companies to improve their pest management practices. It identifies ways to reduce dependence on pesticides in buildings and presents alternative methods of managing pests. Pest control companies are required by law to implement IPM in public buildings and schools. Therefore, it is important for pest control companies, school administrators, and IPM coordinators to learn the principles of IPM and adopt least toxic pest control as a part of service to their clientele.

Situation

Over 2 billion pounds of pesticide work \$7.5 billion are applied annually by urban dwellers, pest control operators, and agricultural industries in the US. Pesticides are applied to 70 million homes and 900,000 farms totaling almost 3 billion pesticide application per year (EPA 1991). These pesticides not only kill pests but can, when used improperly, result in contamination of air, water, food and the environment. For instance, research has demonstrated that airborne drift of pesticides from agricultural and urban areas of California results in pesticide residues in the pristine mountains of Nevada, due to transport over remarkably long distances. According to regulation 637 in Michigan,

before making a pesticide application, an applicator shall 1) determine the likelihood of off-target and 2) determine the direction of possible off-target drift and any sensitive areas that may be impacted. When pesticide off-target drift is anticipated due to the nature of the application, a drift management plan shall be utilized by the applicator to minimize the occurrence and adverse effects of off-target drift. The plan shall include provisions to secure the informed consent of residents in the affected area before making the application. If, in the course of making an application when off-target drift is not anticipated, there arises an occurrence of off-target drift, the applicator shall notify the residents in the affected area either verbally or with appropriate signs before leaving the application site. The drift management plan shall include drift minimization practices. Additionally, several municipalities have restricted the use of pesticides in public buildings to reduce liability from human exposure to airborne or dislodgeable residues. For example, the 1990 EPA Non-occupational Pesticide Exposure Study (NOPES) evaluated 1,501 houses in Jacksonville, FL and 2472 houses in Springfield, MA and found up to 30 times greater pesticide residues in Jacksonville than Springfield.

Water can be contaminated with pesticides by runoff from treated areas and improper disposal of pesticides. For instance, in the 1992 National Home and Garden Pesticide Use Survey, EPA found that 1/3 of diluted pesticides were discarded down the sink and 2/3 of concentrated pesticides were thrown into trash (EPA 1992) to end up in landfills where contamination of water is a primary concern.

Pesticides applied in agriculture can result in residues in food, and those applied in homes can be breathed and dislodged by crawling children. The food we eat is generally free from toxic pesticide residues, but a 1992 survey by the USDA's Pesticide Data Program found over 1% of food samples were in violation of standards. Recently, children have been pointed out as being especially at risk because of their low body weight and greater sensitivity to pesticides compared to adults.

In another sector, the National Pollution Discharge Elimination System (NPDES) program recently implemented by EPA requires municipalities and counties to develop specific long-term plans to reduce pollutants in storm water runoff. A key component will be to mitigate pesticide contamination. Another program, the Worker Protection Standard for Agricultural Pesticides Regulation, will require exposure restrictions and work training so that employee safety is insured. Consequently, many agricultural producers, counties and municipalities are facing increased regulation regarding pesticides and are searching for alternatives to traditional pesticide applications.

Least toxic pest control using Integrated Pest Management (IPM) strategies can significantly reduce pesticide usage and subsequent exposure. IPM emphasizes nonchemical pest control technologies while ensuring adequate protection from pests. Michigan has a public mandate to protect the health and welfare of residents and to protect the environment from pesticides by using IPM.

Integrated Pest Management (IPM)

IPM is an effective and environmentally sensitive approach to pest management that relies on a combination of common sense practices. IPM programs use current, comprehensive information on the life cycles of pests and their interactions with the environment. This information, in combination with available pest control methods, is used to manage pest damage by the most economical means, and with the least possible hazard to people, property, and the environment. IPM programs take advantage of all pest management options possibly including, but not limited to, the judicious use of pesticides.

Understanding pest needs is essential to implementing IPM effectively. Pests seek habitats that provide basic needs such as air, moisture, food and shelter. Pest populations can be prevented or controlled by creating inhospitable environments, by removing some of the basic elements pests need to survive, or by simply blocking their access into building. Pests may also be managed by other methods such as traps, vacuums, or pesticides. An understanding of what pests need in order to survive is essential before action is taken.

Establishing an IPM Program

An efficient IPM program can be integrated with an existing pest management plan and other activities. Activities such as preventative maintenance, janitorial practices, landscaping, occupant education, and staff training are all part of an IPM program. The following steps are required to develop an IPM decision network:

Step 1. Develop an official IPM policy statement. This useful first step in making the transition from a conventional pesticide program to an IPM program goes beyond simply stating a commitment to support and implement an IPM approach. It acts as a guide for the pest manager to use in developing a specific IPM program.

Step 2. Designate pest management roles for customer, pest management personnel, and key decision makers. Assure good communication among them. Educate or train the people involved in their respective roles.

Step 3. Set pest management objectives for the site(s). For every site, pest management objectives will differ. The type of pest management sought should be outlined.

Step 4. Inspect site(s) and identify and monitor pest populations for potential problems.

Step 5. Set action thresholds. These are the levels of pest populations or site environmental conditions that require remedial action.

Step 6. Apply IPM strategies to control pests. These includes redesigning and repairing structures, improving sanitation, employing pest-resistant plant varieties, establishing watering and mowing practices, and applying pesticides judiciously.

Step 7. Evaluate results to determine if pest management objectives are reached, and keep written records of all aspects of the program.

Educating IPM Participants

An IPM program should include a commitment to the education of the customer. All occupants must understand the basic concepts of IPM and who to contact with questions or problems. Specific instructions should be provided on what to do and what not to do. For example, customers should not bring and use pesticides on their own at the IPM site. All pesticide products, including those purchased at a retail store, should be applied only by designated qualified personnel. Educating and training staff to function within an IPM context is important to the success of an in-house IPM program.

All customers should learn about the basic concepts of IPM and how these principles are being applied. Customers need to understand how their own behavior helps alleviate or contributes to pest problems.

Inspecting, Identifying and Monitoring

An IPM program consists of a cycle of inspecting, identifying, monitoring, evaluating and choosing the appropriate method of control. Routine inspection and accurate identification of pests are vital steps in IPM to ensure that control methods will be effective. Once the pest has been identified and the source of its activity pinpointed, habitat modifications – primarily, exclusion, repair, and sanitation efforts – may greatly reduce the prevalence of the pest. Monitoring includes inspecting areas for pest evidence, entry points, food, water, and harborage sites, and estimating pest population levels. The information gained through monitoring is evaluated to determine whether the action threshold had been exceeded and what can be done in the way of prevention.

Applying IPM Strategies

Pest prevention measures can be incorporated into existing structures. Such preventive measures reduce the need for pesticide applications and include sanitation and structural repair, employing physical and mechanical controls such as screens, traps, weeders, air doors, etc. Specific IPM strategies for specific sites are provided below. (Note: Every site will experience slightly different combinations of pests.)

Evaluating Results and Record Keeping

Successful practice of IPM relies on accurate record keeping. Record keeping allows evaluation of IPM to determine if pest management objectives have been met. Keeping accurate records also leads to better decision-making and more efficient procurement. Accurate records of inspecting, identifying, and monitoring activities show changes in the site environment (reduced availability of food, water, or shelter), physical changes (exclusion and repairs), pest population changes (increased or reduced numbers, older or younger pests), or changes in the amount of damage or loss.

A complete and accurate pest management log should be maintained for each property and kept in the office of the designated pest manager. Pesticide use records should also be maintained to meet any requirements of the state regulatory and local regulation. The logbook should contain the following items:

- ~ A copy of the Pest Management Plan and service schedule for the property.
- ~ A copy of the current EPA-registered label and the current MSDS for each pesticide product used.
- ~ Pest surveillance data sheets, which record, in a systematic fashion, the type and number of pests or other indicators of pest population levels revealed by the monitoring program for the site. Examples include date, number, location and rodent species trapped or carcasses removed as well as date, number, and location of new rat burrows observed.
- ~ A diagram noting the location of pest activity, including the location of all traps, trapping devices, and bait station in or around the site.

Developing an Official Policy Statement

A policy statement should state the intent of the pest control company and customer to implement an IPM program. It should briefly provide guidance on what specifically is expected – the incorporation of existing services into an IPM program and the education and involvement of everyone.

- ~ Structural and landscape pests can pose significant problems to people property, and the environment. Pesticides can also pose risks to people, property, and the environment. It is therefore the policy of this Pest Control Company to incorporate Integrated Pest Management (IPM) procedures for control of structural and landscape pests.
- ~ Pests are populations of organisms, animals, plants, or microorganisms that interfere with use of the site for human purposes. Strategies for managing pest populations will be influenced by the pest species and whether that species poses a threat to people problem or the environment.
- ~ Pests will be managed to:
 - ~ Reduce any potential human health hazard or to protect against a significant threat to public safety.
 - ~ Prevent loss of or damage to structures or property. Prevent pests from spreading into the community, or to plant and animal populations beyond the site.
 - ~ Enhance the quality of life for students, staff and others. IPM procedures will determine when to control pests and whether to use mechanical, physical, chemical, cultural, or biological means. IPM practitioners depend on current, comprehensive information on the pest and its environment and the best available pest control methods. Applying IPM principles prevents unacceptable levels of pest activity and damage by the most economical means and with the least possible hazard to people, property, and the environment.
 - ~ The choice of using a pesticide will be based on a review of all other available options and a determination that the options are not acceptable or are not feasible. Cost or staffing considerations alone will not be adequate justification for use of

chemical control agents, and selected nonchemical pest management methods will be implemented whenever possible, to provide the desired control. It is the policy of this Pest Control Company to utilize IPM principles to manage pest population adequately. The full range of alternatives, including no action, will be considered. ~ When it is determined that a pesticide must be used in order to meet important management goals, the least hazardous material will be chosen.

Contract Guide Specification for
Integrated Pest Management Programs
in Government Buildings and Schools

*This document is intended for general guidance only
and does not pertain to any actual contract.*

1. GENERAL

- a. Description of Program: This specification is part of a comprehensive Integrated Pest Management (IPM) program for the premises listed herein. IPM is a process for achieving long term, environmental-ly sound pest suppression through the use of a wide variety of technological and management practices. Control strategies in an IPM program extend beyond the application of pesticides to include structural and procedural modifications that reduce the food, water, harborage, and access used by pests.
- b. Contractor Service Requirements: The Contractor shall furnish all supervision, labor, materials, and equipment necessary to accomplish the surveillance, trapping, pesticide application, and pest removal components of the IPM program. The Contractor shall also provide detailed, site-specific recommendations for structural and procedural modifications to aid in pest prevention.

2. PESTS INCLUDED AND EXCLUDED

- a. The Contractor Shall Adequately Suppress the Following Pests:
 - i. Indoor populations of rats, mice, cockroaches, ants, flies, spiders, and any other arthropod pests not specifically excluded from the contract.
 - ii. Populations of the above pests that are located outside of the specified buildings, but within the property boundaries of the buildings.
 - iii. Winged termite swarmers emerging indoors.
 - iv. Individuals of all excluded pest populations that are incidental invaders inside buildings.
- b. Populations of the Following Pests are Excluded From This Contract:
 - i. Birds, bats, snakes, and all other vertebrates than commensal rodents.
 - ii. Termites and other wood-destroying organisms.
 - iii. Mosquitoes.
 - iv. Pests that primarily feed on outdoor vegetation.

3. INITIAL BUILDING INSPECTIONS

The Contractor shall complete a thorough, initial inspection of each building or site at least five (5) working days prior to the starting date of the contract. The purpose of the initial inspection is for the Contractor to evaluate the pest control needs of all premises and to identify problem areas and any equipment, structural features, or management practices that are contributing to pest infestations. Access to building space shall be coordinated with the Contracting Officer's Representative (COR). The COR will inform the Contractor of any restrictions or areas requiring special scheduling.

4. PEST CONTROL PLAN

The Contractor shall submit to the COR a Pest Control Plan at least five (5) working days prior to the starting date of the contract. Upon receipt of the Pest Control Plan, the COR will render a decision regarding its acceptability within two (2) working days. If aspects of the Pest Control Plan are

or disapproved, the Contractor shall have two (2) working days to submit revisions. The Contractor shall be on-site to perform the initial service visit for each building within the first five (5) working days of the contract. The Pest Control Plan shall consist of five parts as follows:

- a. Proposed Materials and Equipment for Service: The Contractor shall provide current labels and material Safety Data Sheets (MSDS Sheets) of all pesticides to be used, and brand names of pesticide application equipment, rodent bait boxes, insect and rodent trapping devices, pest monitoring devices, pest surveillance and detection equipment, and any other pest control devices or equipment that may be used to provide service.
- b. Proposed Methods for Monitoring and Surveillance: The Contractor shall describe methods and procedures to be used for identifying sites of pest harborage and access, and for making objective assessments of pest population levels throughout the term of the contract.
- c. Service Schedule for Each building or Site: The Contractor shall provide complete service schedules that include weekly or monthly frequency of Contractor visits, specific day(s) of the week of Contractor visits, and approximate duration of each visit.
- d. Description of any Structural or Operational Change That Would Facilitate the Pest Control Effort: The Contractor shall describe site-specific solutions for observed sources of pest food, water, harborage, and access.
- e. Commercial Pesticide Applicator Certificates or Licenses: The Contractor shall provide photocopies of the business' Pest Control License from Michigan Department of Agriculture and Consumer Services and Pesticide Applicator Certificates in General Household Pest Control for every Contractor employee who will be performing on-site service under this contract. The Contractor shall be responsible for carrying out work according to the approved Pest Control Plan. The contractor shall receive the concurrence of the COR prior to implementing any subsequent changes to the approved Pest Control Plan, including additional or replacement pesticides and on-site service personnel.

5. RECORD KEEPING

The Contractor shall be responsible for maintaining a pest control logbook or file for each building or site specified in this contract. These records shall be kept on site and maintained on each visit by the Contractor. Each logbook or file shall contain at least the following items:

- a. Pest Control Plan: A copy of the Contractor's approved Pest control Plan, including labels and MSDS sheets for all pesticides used in the building, brand names of all pest control devices and equipment used in the buildings, and the Contractor's service schedule for the buildings.
- b. Work Request and Inspection Forms: Work Request and Inspection Forms will be used to advise the Contractor of routine service requests and to document the performance of all work, including emergency work. Upon completion of service visit to the building or site, the Contractor's employee performing the service shall complete, sign and date the form, and return it to the logbook or file on the same or succeeding day of the service rendered.
- c. Contractor's Service Report Forms: Customer copies of a Contractor's Service Report Form documenting all information on pesticide application.

6. MANNER AND TIME TO CONDUCT SERVICE

- a. Time Frame of Service Visits: The Contractor shall perform routine pest control services that do not adversely affect tenant health or productivity during the regular hours of operation in buildings. When it is necessary to perform work outside of the regularly scheduled hours set forth in the Pest Control Plan, the Contractor shall notify the COR at least one (1) day in advance.

b. Safety and Health:

i. The Contractor shall observe all safety precautions throughout the performance of this contract. All work shall comply with applicable state and municipal safety and health requirements. Where there is a conflict between applicable regulations, the most stringent will apply.

ii. The Contractor shall assume full responsibility and liability for compliance with all applicable regulations pertaining to the health and safety of personnel during the execution of work.

c. Special Entrance: Certain areas within some buildings may require special instructions for persons entering them. Any restrictions associated with these special areas will be explained by the COR. The Contractor shall adhere to these restrictions and incorporate them into the Pest Control Plan.

d. Uniforms and Protective Clothing: All Contractor personnel working in or around buildings designated under this contract shall wear distinctive uniform clothing. The Contractor shall determine the need for and provide any personal protective items required for the safe performance of work. Protective clothing, equipment, and devices shall, as a minimum, conform to U.S. Occupational Safety and Health Administrations (OSHA) standards for the products being used.

e. Vehicles: Vehicles used by the Contractor shall be identified in accordance with state and local regulations.

7. SENSITIVE AREAS AND EMERGENCY SERVICE

"Sensitive area" means any of the following:

(i) Occupied school buildings, together with any land that is part of the same property and is within 100 feet of such buildings, and including any playground, athletic field, or other such facilities which are in the vicinity of school buildings and which are in use at the time of the pesticide application.

(ii) Developed recreation areas that are open to the public accommodation, including any of the following:

(a) Developed public or commercial campgrounds

(b) Developed picnic areas

(c) Marked roadside areas

(d) Marked publicly owned or maintained hiking trails

(e) Developed park and recreation facilities

(f) Playgrounds

(g) Playing fields

(h) Other areas that are developed for organized sports or recreation

(iii) Apiary locations that are registered with the department.(iv) Water bodies, including plotted streams, brooks, rivers, ponds, and lakes, if any such water body contains water at the time of the pesticide application.

(v) Organic farms as defined in R 285.637.1(o).

(vi) Health care facilities.

(vii) Commercial preschool and day-care facilities that are located in buildings which are identified by signs or other means and which are recognizable to the public.

(viii) Posted school bus stops which are identified by signs and which are recognizable to the public.

"Emergency situation" means an occurrence which is not reasonably foreseeable and which requires attention and action before the time required for notice pursuant to R 285.637.15(9) in order to protect or enhance the health or safety of those reasonably believed to be involved with, or exposed to, the occurrence. R285.637.15 (9) states Prior notification shall be provided no later than the day before the scheduled application date and may be conveyed by any of the following means:

- (a) A telephone call where direct contact is made with a parent or guardian or where a message is recorded on an answering machine.
- (b) A written notice mailed not less than 3 days before application.
- (c) A written notice sent home with the child.
- (d) During the months when school is not in regular session, school administrators may utilize a message notification system, such as voice mail, that parents or guardians may access at least 1 day before application. If this alternative is utilized, parents or guardians shall be advised of the telephone number where the information may be obtained.

8. CONTRACTORS AND CONTRACTOR PERSONNEL

All contractors must be licensed as a qualified pest control business with MDACS. Throughout the term of this contract, all Contractor personnel providing on-site pest control service must maintain certification as Certified Pesticide Applicators in the category of General Household Pest Control. Uncertified individuals working under the supervision of a Certified Applicator will not be permitted to provide under this contract.

9. USE OF PESTICIDES

The Contractor shall be responsible for application of pesticides according to the label. All pesticides used by the Contractor must be registered with the U.S. Environmental Protection Agency (EPA), state and/or local jurisdiction. Transport, handling, and use of all pesticides shall be in strict accordance with the manufacturer's label instructions and all applicable Federal, state and local laws and regulations. The Contractor shall adhere to the following rules for pesticide use:

- a. Approved Products: The Contractor shall not apply any pesticide product that has not been included in the Pest Control Plan or approved in writing by the COR.
- b. Pesticide Storage: The Contractor shall not store any pesticide product on the premises listed herein.
- c. Application by Need: Pesticide application shall be according to need and not by schedule. As a general rule, application of pesticides in any inside or outside area shall not occur unless visual inspections or monitoring devices indicate the presence of pests in that specific area. Preventative pesticide treatments of areas where surveillance indicates a potential insect or rodent infestation are acceptable on a case-by-case basis. Written approval must be granted by COR prior to any preventative application.
- d. Minimizing Risk: When pesticide use is necessary, the Contractor shall employ the least hazardous material, most precise application technique, and minimum quantity of pesticide necessary to achieve control.

10. INSECT CONTROL

- a. Emphasis on Non-pesticide Methods: The Contractor shall use non-pesticide methods of control wherever possible. For Example:
 - i. Portable vacuums rather than pesticide sprays shall be used for initial cleanouts of cockroach infestations, for swarming (winged) ants and termites, and for control of spiders in webs wherever appropriate.
 - ii. Trapping devices rather than pesticide sprays shall be used for indoor fly control wherever appropriate.
- b. Application of Insecticides to Cracks and Crevices: As a general rule, the Contractor shall apply all insecticides as "crack and crevice" treatments only, defined in this contract as treatments in which the

the formulated insecticide is not able to be contacted or is not visible to a bystander during or after the application process.

- c. Application of Insecticides to Exposed Surfaces or as Space Sprays: Application of insecticides to exposed surfaces or as space sprays (including fogs, mists, and ultra-low volume applications) shall be restricted to unique situations where no alternative measures are practical. The Contractor shall obtain the approval of the COR prior to any application of insecticide to an exposed surface or space spray treatment. No surface application or space spray shall be made while tenant personnel are present. The Contractor shall take all necessary precautions to ensure tenant and employee safety, and all necessary steps to ensure the containment of the pesticide to the site of application.
- d. Insecticide Bait Formulations: Bait formulations shall be used for cockroach and ant control wherever appropriate.
- e. Monitoring: Sticky traps shall be used to guide and evaluate indoor insect control efforts wherever necessary.

11. RODENT CONTROL

- a. Indoor Trapping: As a general rule, rodent control inside occupied buildings shall be accomplished with trapping devices only. All such devices shall be concealed out of the general view and in protected areas so as not to be affected by routine cleaning and other operations. Trapping devices shall be checked on a schedule approved by the COR. The Contractor shall be responsible for disposing of all trapped rodents and all rodent carcasses in an appropriate manner.
- b. Use of Rodenticides: In exceptional circumstances, when rodenticides are deemed essential for adequate rodent control inside occupied buildings, the Contractor shall obtain the approval of the COR prior to making any interior rodenticide treatment. All rodenticides, regardless of packaging, shall be placed either in locations not accessible to children, pets, wildlife, and domestic animals, or in EPA-approved tamper-resistant bait boxes. As a general rule, rodenticide application outside buildings shall emphasize the direct treatment of rodent burrows wherever feasible.
- c. Use of bait boxes: Frequency of bait box servicing shall depend upon the level of rodent infestation. All bait boxes shall be maintained in accordance with EPA regulations, with an emphasis on the safety of non-target organisms. The Contractor shall adhere to the following five points:
 - i. All bait boxes shall be placed out of the general view, in locations where they will not be disturbed by routine operations.
 - ii. The lids of all bait boxes shall be securely locked or fastened shut.
 - iii. All bait boxes shall be securely attached or anchored to the floor, ground, wall or other immovable surface, so that the box cannot be picked up or moved.
 - iv. Bait shall always be placed in the baffle-protected feeding chamber of the box and never in the runway of the box.
 - v. All bait boxes shall be labeled on the inside with the Contractor's business name and address, and dated by the Contractor's employee at the time of installation and each servicing.

12. STRUCTURAL MODIFICATIONS AND RECOMMENDATIONS

Throughout the term of this contract, the Contractor shall be responsible for advising the COR about any structural, sanitary, or procedural modifications that would reduce pest food, water, harborage, or access. The contractor shall be responsible for adequately suppressing all pests include in the contract regardless of whether or not the suggested modifications are implemented. The Contractor will not be held responsible for carrying out structural modifications as part of the pest control effort. However,

minor applications of caulk and other sealing materials by the Contractor shall obtain the approval of the COR prior to any application of sealing material or other structural modification.

13. PROGRAM EVALUATION

The COR will continually evaluate the progress of this contract in terms of effectiveness and safety, and will require such changes as are necessary. The Contractor shall take prompt action to correct all identified deficiencies.

14. QUALITY CONTROL PROGRAM

The contractor shall establish a complete quality control program to assure the requirements of the contract are provided as specified. Within five (5) working days prior to the starting date of the contract, the Contractor shall submit a copy of this program to the Contracting Officer. The program shall include at least the following items:

- a. Inspection System: The Contractor's quality control inspections system shall cover all the services stated in this contract. The purpose of the system is to detect and correct deficiencies in the quality of service before the level of performance becomes unacceptable and/or the COR identifies the deficiencies.
- b. Checklist: A quality control checklist shall be used in evaluating contact performance during regularly scheduled and unscheduled inspections. The checklist shall include every building or site serviced by the contractor as well as every task required to be performed.
- c. File: A quality control file shall contain a record of all inspections conducted by the Contractor and any corrective actions taken. The file shall be maintained throughout the term of the contract and made available to the COR upon request.
- d. Inspector(s): The Contractor shall state the name(s) of the individual(s) responsible for performing the quality control inspections.