

PEST CONTROL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") is made and entered into this 20 day of May, 2024 by and between the **CITY OF FOREST PARK, GEORGIA**, a limited corporation, ("City") and **OMEGA PEST SOLUTION LLC**, a Georgia corporation ("Contractor").

WHEREAS, the City desires to engage Contractor, and Contractor agrees to render certain pest control services to the City pursuant to the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the mutual terms, conditions and covenants set forth herein, the parties hereto agree as follows:

1. **SERVICES.** Contractor agrees to provide monthly pest control services and rodent removal to the City as detailed in **Exhibit A** ("Services"). If any services to be performed are not specifically listed in Exhibit A or herein, but are reasonably necessary to accomplish the purpose of this Agreement, Contractor agrees to perform such services at the direction and approval of the City Manager or his/her designee. In the event of any conflict between the terms of Exhibit A and this Agreement, the terms of this Agreement shall control.
2. **COMPENSATION.** In consideration for Services, the City shall pay to Contractor a fee not to exceed the amounts indicated in **Exhibit B** ("Fee Schedule"). The City agrees to pay Contractor's invoices within thirty (30) days of receiving same. As the City is a local government entity and thus exempt from sales taxation, notwithstanding the terms of the proposal, Contractor acknowledges that the City shall not be responsible for payment of any sales taxes on any invoices submitted for the services provided under this Agreement.
3. **TERM.** This Agreement shall commence on the date all parties have executed this Agreement ("Effective Date") and shall terminate absolutely without further obligation on the part of the City upon June 30, 2025 ("Initial Term"). This Agreement shall automatically renew upon the same terms and conditions at the expiration of the Initial Term and terminate at the end of each succeeding calendar year for which it may be renewed, for a total term not to exceed three (3) years from the Effective Date, unless the City provides written notice of non-renewal to Contractor thirty (30) days prior to the expiration of the applicable renewal term, or if the Agreement is otherwise terminated pursuant to the terms herein.
4. **RELATIONSHIP OF THE PARTIES.**
 - (a) **Independent Contractors.** Nothing contained herein shall be deemed to create any relationship other than that of independent contractor between the City and Contractor. This Agreement shall not constitute, create, or otherwise imply an employment, joint venture, partnership, agency or similar arrangement between the City and Contractor. It is expressly agreed that Contractor is acting as an independent contractor and not as an employee in providing the Services under this Agreement.

- (b) Employee Benefits. Contractor shall not be eligible for any benefit available to employees of the City including, but not limited to, workers' compensation insurance, state disability insurance, unemployment insurance, group health and life insurance, vacation pay, sick pay, severance pay, bonus plans, pension plans, or savings plans.
- (c) Payroll Taxes. No income, social security, state disability or other federal or state payroll tax will be deducted from payments made to Contractor under this Agreement. Contractor shall be responsible for all FICA, federal and state withholding taxes and workers' compensation coverage for any individuals assigned to perform the Services for the City.

5. **WARRANTY ON SERVICES RENDERED.** The Contractor warrants its Services and shall be (i) performed as stipulated in the bid/proposal documents and conform to all specifications; (ii) performed by personnel experienced in and capable of doing the kind of work assigned to them; and (iii) performed in accordance to all applicable federal, state, and local laws, regulations, rules and policies.

6. **TERMINATION FOR DEFAULT.**

- (a) The City may, subject to the provisions of subparagraph (c) below, by written notice of default to the Contractor, terminate the whole or any part of this Agreement in any one of the following circumstances; (i) if the Contractor fails to perform this Agreement within the time specified herein or any extension thereof; or (ii) if the Contractor fails to perform any of the other provisions of this Agreement, or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and does not cure such failure within a period of ten (10) days after receipt of notice from the City specifying such failure.
- (b) In the event the City terminates this Agreement in whole or in part as provided in subparagraph (a) above, the City may procure, upon such terms and in such manner as the City may deem appropriate, services, similar to those so terminated, and the Contractor shall be liable to the City for any excess costs for the same, including without limitation all cost and expenses of the type specified in the "WARRANTY" paragraph of this Agreement; provided, that the Contractor shall continue the performance of this Agreement to the extent not terminated hereunder.
- (c) Except with regard to defaults of subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of the Contractor; such causes may include, but are not limited to, acts of God, or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, flood, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond

the control of both the Contractor and the subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform, unless the services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule. The term "subcontractor" shall mean subcontractor at any tier.

- (d) If, after notice of termination of this Agreement under the provisions of this paragraph, it is determined for any reason that the Contractor was not in default under the provisions above or that the default was excusable under the provisions of this paragraph, the rights and obligations of the parties shall be the same as if the notice of termination has been issued pursuant to the "Termination for Convenience" paragraph of this Agreement.
 - (e) The rights and remedies of the City provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.
7. **TERMINATION FOR CONVENIENCE.** The City may at any time by written notice terminate all or any part of this Agreement for the City's convenience. If this Agreement is terminated, in whole or in part, for the City's convenience, the Contractor shall be paid an amount, to be mutually agreed upon, which shall be adequate to cover the actual and reasonable cost paid by the Contractor for the actual goods and labor reasonably used by the Contractor to perform the work under this Agreement to the effective date of termination, plus a reasonable profit thereon; provided that no amount shall be paid to the Contractor for (i) any anticipatory profits related to work under this Agreement not yet performed, or (ii) costs incurred due to the Contractor's failure to terminate work as ordered on the effective date of termination. In no event shall the total amount paid under the provisions of this paragraph exceed the prices set forth in this Agreement for the work terminated.
8. **DISPUTES.** Pending resolution of any dispute hereunder, the Contractor shall proceed diligently with the performance of work in accordance with the City's direction.
9. **INDEMNIFICATION.** To the fullest extent permitted by law, Contractor agrees to indemnify and hold harmless the City and its governing officials, agents, employees, and representatives (collectively, the "City Indemnitees") from and against any and all liabilities, demands, losses, damages, fines, penalties, costs or expenses (including reasonable attorney's fees and costs), incurred by any City Indemnitee as a result of or arising out of (i) the wrongful misconduct or negligence (including fraud) of Contractor or its employees, agents, and representatives in performing this Agreement; (ii) a material breach by Contractor of its covenants; or (iii) failure by Contractor or its employees, agents, and representatives to comply with all applicable federal, state, or local law, rule or regulation in connection with services provided under this Agreement. These obligations shall survive termination.

10. RISK MANAGEMENT REQUIREMENTS. The Contractor shall abide by the City's applicable Risk Management Requirements, attached to this Agreement as **Exhibit C** and incorporated herein by reference.

11. STANDARD OF PERFORMANCE AND COMPLIANCE WITH APPLICABLE LAWS.

- (a) Contractor warrants and represents that it possesses the special skill and professional competence, expertise, and experience to undertake the obligations imposed by this Agreement.
- (b) Contractor agrees to perform in a diligent, efficient, competent, and skillful manner commensurate with the standard of care ordinarily provided by engineering/architectural professionals practicing in the same or similar locality under the same or similar circumstances, and to otherwise perform as is necessary to undertake the Services required by this Agreement.
- (c) Contractor warrants and represents that it will, at all times, observe and comply with all federal, state, local and municipal laws, ordinances, rules, and regulations, relating to the provision of the Services to be provided by Contractor hereunder or which in any manner affect this Agreement.

12. WORK ON THE CITY'S DESIGNATED PREMISES. In the event that the Contractor, the Contractor's employees or agents or the Contractor's subcontractors enter the City's designated premises for any reason in connection with this Agreement, the Contractor and such other parties shall observe all security requirements and all safety regulations.

13. CONFLICTS OF INTEREST. Contractor warrants and represents that:

- (a) The Services to be performed hereunder will not create an actual or apparent conflict of interest with any other work it is currently performing;
- (b) Contractor is not presently subject to any agreement with a competitor or with any other party that will prevent Contractor from performing in full accord with this Agreement; and
- (c) Contractor is not subject to any statute, regulation, ordinance or rule that will limit its ability to perform its obligations under this Agreement. The parties agree that Contractor shall be free to accept other work during the term hereof; provided, however, that such other work shall not interfere with the provision of Services hereunder.

14. ASSIGNMENT AND SUBCONTRACTING. The Contractor shall not assign this Agreement or any portion of this Agreement, nor shall the Contractor subcontract for goods or completed or substantially completed services purchased hereunder without the prior express written consent of the City. No assignment or subcontract by the Contractor,

including any assignment or subcontract to which the City consents, shall in any way relieve the Contractor from complete and punctual performance of this Agreement, including without limitation all of the Contractor's obligations under the warranty provisions of this Agreement.

15. **ATTORNEYS' FEES.** Both parties agree to pay reasonable attorneys' fees to the other party should either party be required to incur attorneys' fees in enforcing the provisions of this Agreement or in the collection of any monies herein required to be paid by the other party.

16. **GOVERNING LAW AND CONSENT TO JURISDICTION.** This Agreement is made and entered into in the State of Georgia, and this Agreement and the rights and obligations of the parties hereto shall be governed by and construed according to the laws of the State of Georgia without giving effect to the principles of conflicts of laws. The jurisdiction for resolution of any disputes arising from this Agreement shall be in the state courts of Clayton County, Georgia.

17. **NOTICES.** All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given when delivered personally in hand, or when mailed by certified or registered mail, return receipt requested with proper postage prepaid, addressed to the appropriate party at the following address or such other address as may be given in writing to the parties.

If to the City:

City Manager
City of Forest Park
745 Forest Parkway
Forest Park, Georgia 30297

With copies to:

Forest Park City Attorney
Denmark Ashby LLC
100 Hartsfield Centre Pkwy., Ste. 400
Atlanta, Georgia 30354

If to the Contractor:

18. **NON-WAIVER.** The failure by either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict performance with every provision of this Agreement.

19. **SEVERABILITY.** If any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement, which shall remain in full force and effect, and enforceable in accordance with its terms.

20. **INTERPRETATION.** The Parties acknowledge that this Agreement and all the terms and conditions herein have been fully reviewed and negotiated by the Parties. Having acknowledged the foregoing, the Parties agree that any principle of construction or rule of law that provides that, in the event of any inconsistency or ambiguity, an agreement shall be

construed against the drafter of the agreement shall have no application to the terms and conditions of this Agreement.

21. **AMENDMENTS.** Any and all modifications or changes to this Agreement must be in writing and signed by the parties to this Agreement.
22. **COUNTERPARTS.** This Agreement may be executed in multiple counterparts, each of which shall constitute the original, but all of which taken together shall constitute one and the same Agreement. PDF signatures shall constitute original signatures.
23. **ENTIRE AGREEMENT.** This Agreement, which includes the exhibits attached hereto, contains the entire agreement and understanding of the parties with respect to the subject matter hereof, and supersedes and replaces any and all prior discussions, representations and understandings, whether oral or written. In case of conflict between any term of the Contractor's Bid/Proposal and this Agreement, the terms of this Agreement shall control unless otherwise stated herein.
24. **CAPTIONS.** The captions appearing herein are for convenience of reference only and shall not affect the meaning or interpretation of this Agreement or any clause or provision hereof.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, said parties have hereunto set their seals the day and year written below.

Executed on behalf of:

CITY OF FOREST PARK, GEORGIA,

BY: _____

TITLE: Angelyne Butler, Mayor

ATTEST (sign here):

NAME (print):

DATE:

Kandi Rainey

Kandi Rainey

7/2/2024



[SIGNATURES CONTINUED ON NEXT PAGE]

Executed on behalf of:

CONTRACTOR: OMEGA PEST SOLUTION LLC

BY (sign here):

Name (print):

Title:

Kudurika C. Martin
Kudurika C. Martin (KC)
Director of operations

[Corporate Seal]

ATTEST (sign here):

Name (print):

Title:

DATE:

RESOLUTION NO. 24-53

A RESOLUTION BY COUNCILMEMBERS KIMBERLY JAMES, DABOUZE ANTOINE, HECTOR GUTIERREZ, LATRESA AKINS-WELLS, AND ALLAN MEARS TO AWARD A PEST CONTROL SERVICES CONTRACT TO OMEGA PEST SOLUTION LLC.

WHEREAS, the City of Forest Park ("City") is a municipal corporation duly organized and existing under the laws of the State of Georgia and is charged with being fiscally responsible concerning the use and expenditure of all public funds; and

WHEREAS, in an effort to centralize some of our professional services throughout the City. The City of Forest Park initiated a competitive bidding process for citywide pest control services on March 14th, 2024.

WHEREAS, Omega Pest Solution LLC was the lowest and most responsible vendor.

THEREFORE, THE CITY COUNCIL OF THE CITY OF FOREST PARK HEREBY RESOLVES:

SECTION 1. Approval of Vendor. The city-wide pest control services contract is hereby awarded to Omega Pest Solution LLC in the annual amount of \$5,940.00.

SECTION 2. Public Record. This document shall be maintained as a public record by the City Clerk and shall be accessible to the public during all normal business hours of the City of Forest Park.

SECTION 3. Authorization of Execution. The Mayor is hereby authorized to sign all documents necessary to effectuate this Resolution.

SECTION 4. Attestation. The City Clerk is authorized to execute, attest to, and seal any documents which may be necessary to effectuate this ordinance, subject to approval as to form by the City Attorney.

SECTION 5. Effective Date. This resolution shall become effective immediately upon its adoption by the Mayor and City Council of the City of Forest Park as provided in the City Charter.

[SIGNATURES ON FOLLOWING PAGE]

SO RESOLVED this 20th day of May, 2024.



Angelyne Butler, Mayor

ATTEST:



Randi Rainey, City Clerk



APPROVED AS TO FORM:



City Attorney

SCOPE OF SERVICES

SPECIFICATIONS AND SCOPE OF WORK This section stipulates the elements of the BID under evaluation. Please remember that your solution will be evaluated for content, thoroughness, and clarity of response to all criteria requested in this Bid. Respond precisely and concisely to each and all specific questions and/or topics by providing the requested information on separate pages, clearly labeled in your response (IE 5.4). CITY OF FOREST PARK is not responsible for locating data included in your response that is not properly identified as instructed.

5.2 References- Contractor must submit three comparable references of contracts of similar scope and work. References must be filled out on the forms provided including all requested information.

5.3 All work shall be done in accordance with the Georgia Department of Agriculture Division of Regulatory Services and instruction from CITY OF FOREST PARK.

5.4 Workmanship shall be of good quality and must meet or exceed the standards of the industry.

5.5 Work Order- The contractor shall submit a work schedule prior to any work being performed. This schedule must show that the work is scheduled during non-building hours as specified. A sample copy of this schedule should be included in your submission.

5.6 Response Time- Contractor shall have qualified personnel available 24 hours a day, seven days a week in the event of any emergency to respond to any pest control issues. This service shall be provided at no additional cost. Please list the contact name, contact information and personnel available for this requirement. In addition, please list guaranteed response times for this service. (separate page, labeled)

5.7 Dedicated Technicians- CITY OF FOREST PARK requires the contractor to provide dedicated service technicians for this contract. The use of revolving technicians is not permitted. Include with your response how your company will manage this process.

5.8 Integrated Pest Management (IPM) - Contractor shall provide a comprehensive IPM plan for all areas to be treated under this contract. This plan shall conform to all CITY OF FOREST PARK specifications and is a process for achieving long-term, environmentally friendly sound, pest suppression through the use of a variety of technological and management practices. Control strategies in an IPM Plan should extend beyond the application of pesticides to include structural and procedural modification that reduce the food, water, harborage, and access used by pests. The contractor is required to provide training and information to the system-wide custodial staff describing preventative measures to eliminate pest through cleaning procedures. Please include your IPM on a separate page, labeled

5.8, Integrated Pest Management (IPM)

5.8.1 Contractor shall furnish all supervision, labor, materials, and equipment necessary to accomplish the surveillance, trapping, and pesticide application components of the IPM

5.9 Structural Modifications and Recommendations- Contractor shall be responsible for advising the IPM coordinator about any structural, sanitary, or procedural modifications that would reduce pest food, water, harborage, or access. CITY OF FOREST PARK will not hold the Contractor responsible for carrying out structural modifications as part of the pest control effort. However, minor applications of sealing materials by contractor to eliminate pest harborage may be approved by CITY OF FOREST PARK on a case-by-case basis. Contractor shall obtain the approval CITY OF FOREST PARK prior to any application of sealing material or other structural modification.

5.10 Use of Pesticides- All pesticides used by the Contractor must be registered with the U.S. Environmental Protection Agency (EPA) and by the State of Georgia. Transport, handling, and use of all pesticides shall be in strict accordance with the manufacturers label instructions and all applicable Federal, State, and Local regulations.

5.11 The Contractor shall adhere to the following rules for pesticide selection and use:

5.11.1 Non-pesticide products and their use- Contractor shall use non-pesticide method of control whenever possible. For example: Allergen-filtering portable vacuums rather than pesticide sprays shall be used for initial clean-outs of cockroach infestations, swarming (winged) ants, termites, and spiders in webs.

5.11.2 Products- Please provide on separate page, labeled 5.11, a list of all products (pesticide and non-pesticide) to be used in the performance of this contract. CITY OF FOREST PARK 11 PROCUREMENT DIVISION

5.11.3 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 specified area. Preventative pesticide treatment of areas where surveillance indicates a potential insect or rodent infestation is acceptable on a case-by-case basis, as approved by CITY OF FOREST PARK.

5.11.4 Pesticide Products and their use- When it is determined that a pesticide must be used to obtain adequate control, the Contractor shall employ the least hazardous material, most precise application technique, and minimum quantity of product necessary to achieve control. When selecting pesticide products, highest priority should be given to pesticides with a signal work of caution. Containerized and other types of crack-and crevice applied bait formulations, rather than sprays, shall be used for cockroach control and ant control wherever appropriate. As a general rule, liquid aerosol or dust formulations shall be applied only as crack-and-crevice treatments with application devices specifically designed or modified for this purpose. "Crack-and-Crevise" is defined in this contract as an application of small amounts of insecticides into cracks and crevices in which insects hide or through which they may enter a building. Application of pesticide liquid, aerosol, or dust to exposed surfaces and pesticide space sprays (including fogs and ultra-low volume applications), shall be restricted to unique situations where no alternative measures are practical. Contractor shall obtain the approval of CITY OF FOREST PARK, Building Maintenance, prior to any application of pesticide liquid, aerosol, or dust to exposed surfaces, or any space spray treatment.

The contractor shall take all necessary precautions to ensure staff safety and all necessary steps to ensure the containment of the pesticide to the site application.

5.11.5 Pesticide Storage/Disposal- Contractor shall not store or dispose of any pesticide product on CITY OF FOREST PARK property.

5.11.6 Pesticide Sales and Distribution- Contractor shall not sell, share, or make available any pesticide products to any non-licensed CITY OF FOREST PARK employee.

5.12 Rodent Control- As a general rule, rodent control inside occupied buildings shall be accomplished by trapping devices. All such devices shall be concealed out of 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 Building Maintenance coordinator. Trapping shall not be performed during periods when maintenance will be delayed by holidays, weekends, etc. Contractor shall be responsible for disposal of all trapped rodents and trapping devices in an appropriate manner. In circumstances when rodenticides are deemed essential for adequate rodent control occupied facilities, the Contractor shall obtain the approval of CITY OF FOREST PARK IPM coordinator prior to making any interior rodenticide treatments. All rodenticides, regardless of packaging, shall be placed in EPA approved, tamper resistant, bait boxes to be inaccessible to children, pets, wildlife and domestic animals. Frequency of bait box servicing shall depend upon the level of rodent infestation. All bait boxes shall be maintained in accordance with EPA regulations, and with an emphasis on the safety of non-target organisms. The contractor shall adhere to the following rules: All bait boxes shall be placed out of the general view, in locations not to be disturbed by routine operations. The lids of all bait boxes shall be securely locked or fastened shut. All bait boxes shall be securely attached or anchored to the floor, ground, wall, or other surfaces to ensure that the box cannot be moved. Bait shall always be placed in the baffle-protected feeding chamber of the box and never in the runway. All bait boxes shall be labeled with the Contractor's business name and address, and dated at the time of installation and at each servicing.

5.13 Program Evaluation- CITY OF FOREST PARK will continually evaluate the progress of this contract in terms of the effectiveness and safety, and will require such changes as necessary. The Contractor shall take prompt action to correct all identified deficiencies, to the satisfaction of CITY OF FOREST PARK.

5.14 Quality Control Program- Contractor shall establish a complete quality control program to assure the requirements of the contract are provided as specified. Contractor shall submit, for evaluation, a copy of his program as part of the Bid submission (separate page, labeled accordingly). The program shall include, but not limited to the following: City of Forest Park Building Maintenance.

5.14.1 Inspection System- Contractor shall develop a system for monitoring the effectiveness of the services provided for the purpose of detecting and correcting deficiencies before the level of performance becomes acceptable to CITY OF FOREST PARK and/or the Health Department.

5.14.2 Quality Control Checklist- A Quality Control Checklist shall be used in evaluating contract performance. Checklist shall include all facilities serviced by the Contractor, as well as, every task to be performed.

5.14.3 Quality Control File- A Quality Control File shall contain a record of all inspections conducted by Contractor and any corrective actions taken. This file shall be maintained throughout the term of the contract and made available to CITY OF FOREST PARK upon request.

5.15 Inspectors- The Contractor shall state the name(s) of the individual(s) responsible for performing quality control inspections, including qualifications. (Separate page, labeled)

5.16 The following pests shall be adequately controlled under the terms of this contract:

5.16.1 Indoor Populations of rodent (EG Norway and roof rats, house mice), cockroaches, all varieties of ants, spiders and any other arthropod pests. Treatment for these pests shall include a ten-foot perimeter around all building structures. A minimum of six times per year. In addition, all dumpsters shall be baited with bait maintained during the months of August through September to suppress fly infestation.

5.16.2 Termite Control- Swarms shall be knocked down as part of the fixed price contract as emergency work. Areas to be treated to control termites shall be measured and reviewed with CITY OF FOREST PARK and treatment shall be based on unit price.

5.16.3 Once a month, the Contractor shall remove all spider webs and wasp nests from interior doors, windows, and covered walkways.

5.16.4 Every other month, the Contractor shall remove all spiders and webs from interior hallways and doorways.

5.16.5 Contractor shall maintain baiters for yellow jackets at building dumpsters. This shall be maintained during the active months for yellow jackets.

5.17 Portables- All portable offices shall be treated for pests prior to opening.

5.18 Record Keeping- Contractor is responsible for providing records that will be maintained in a pest control log for each building or site specified in this contract. Contractor shall submit the required information for routine or emergency services along with the monthly invoice. A work order shall be issued for emergency services. Each log shall contain the following:

5.18.1 Pest Control Plan- A copy of the contractor's approved Control Plan for the facility, including labels and MSDS sheets for all pesticides used, brand names for all pest control devices, and equipment being used on CITY OF FOREST PARKS property, along with the Contractor's service schedule for each property/site.

5.18.2 Service Request Forms- Customer copies of the Contractor's Service Report Form, documenting all information on pesticide applications, pest sightings, sanitation/environmental

status/ Building maintenance needs should be forwarded to CITY OF FOREST PARK IPM coordinator at least once a month, with emergency work orders submitted weekly.

5.19 Public Access to Records- Contractor shall fulfill all obligations with regard to public access to pest control service records or any other element of the execution of this contract.

5.20 Times of Service- Contractor shall perform routine pest-control services only during times when staff are not expected to be present for normal activities for at least three hours (or longer if required by product label). This contract requires flexibility and may require service times when it's convenient for the building and working around their schedule. Contractor must maintain records for any emergency treatments documenting rationale.

5.21 Safety and Health- Contractor shall observe all safety precautions throughout the performance of this contract and assume full responsibility and liability for compliance with all applicable regulations pertaining to the health liability for compliance with all applicable regulations. Contractor shall hold CITY OF FOREST PARK harmless for any action on its part, or on the parts of its employees or representatives that results in illness, injury, or death.

5.22 Uniforms and Protective Clothing- All Contractor personnel working on CITY OF FOREST PARK property shall wear distinctive uniform clothing. Contractor shall determine and provide additional personal protective equipment required for the safe performance of said work, which must at a minimum, conform to OSHA standard for the products/services being utilized in the accomplishment of this contract.

5.23 Vehicles- All Contractor vehicles must be clearly identified in accordance with State and Local regulations and shall be operated in a safe manner on CITY OF FOREST PARK property.

5.24 Licensing- Throughout contract term, the Contractor shall maintain a current license issued by the Georgia Department of Agriculture Division of Regulatory Services. In addition, all Contractor personnel providing on-site services must be under the direct supervision of a person licensed to apply pesticides. Please provide with your response on a separate page and labeled, copies of all pertinent licensing.

5.25 Project Management- CITY OF FOREST PARK desires single point of contact for all contract management related activities. Please provide on a separate page, labeled, the name and brief bio of the person responsible for satisfaction of this requirement.

5.26 Scope of Work- Please provide on a separate page and labeled, a detailed scope of work detailing the methodology you are proposing to meet the terms and specifications of this contract. Attention should be paid to the specified elements of this contract, but please include any other details that you are offering to ensure the most efficient and effective performance of this contract. Please note that this written SOW will be a primary element examined by the committee in the non-cost evaluation of this

5.27 Value Added- Please provide on a separate page and labeled any unique elements of your offer, not already specified or proposed that you believe will bring value to this contract. CITY OF FOREST PARK is sole determinant of the validity of the value to CITY OF FOREST PARK.

5.28 Billing-Invoices shall be sent monthly or at the end of each project unless prior arrangements are made for submission at shorter intervals. Partial billing can be submitted for payment on projects lasting longer than one month, but must be clearly marked "Partial Billing". All invoices must match contract pricing exactly and must include relevant documentation

6.0 Bid Form

6.1 The corresponding Bid Form must be submitted with the BID response. It can be downloaded as a separate document entitled "Bid Form" from the CITY OF FOREST PARK Purchasing Webpage.

6.2 All relevant cost considerations should be noted on this Form, as CITY OF FOREST PARK will not consider additional costs after award.

6.3 Optional Termite Cost- Please provide optional termite cost as disclosed on the Bid Form to be used on an as needed basis.

**EXHIBIT B
FEE SCHEDULE**

BID FORM FOR PEST CONTROL SERVICES				
NAME	ADDRESS	Building Square Feet	MONTHLY COST	ANNUAL COST
CITY HALL	745 FOREST PWKY	12,000	\$ 35.00	\$ 420.00
RECREATION	803 FOREST PWKY	25,000	\$ 65.00	\$ 780.00
PB&Z	785 FOREST PWKY	2,860	\$ 15.00	\$ 180.00
PERSONNEL	785 FOREST PWKY	3,536	\$ 25.00	\$ 300.00
PUBLIC WORKS FLEET	5230 JONES RD	18,349	\$ 55.00	\$ 660.00
SENIOR CENTER	5087 PARK DR	5,642	\$ 25.00	\$ 300.00
POLICE - NON EMER	320 CASH MEMORIAL BLVD	20,209	\$ 55.00	\$ 660.00
FIRE STATION #1	4537 JONESBORO RD	3,647	\$ 25.00	\$ 300.00
FIRE STATION #2	785 LINDA WAY	3,434	\$ 25.00	\$ 300.00
FIRE STATION #3	2336 ANVIL BLOCK RD	6,056	\$ 25.00	\$ 300.00
MUSEUM	4995 ASH ST	1,200	\$ 15.00	\$ 180.00
VIPER COP HOUSE	223 PARK AVE	1,200	\$ 15.00	\$ 180.00
OUTDOOR POOL	5031 PARK AVE	1,000	\$ 15.00	\$ 180.00
FOOTBALL STADIUM	144 LAKE DR	4,300	\$ 25.00	\$ 300.00
STARR PARK AMPHITHEATER	5031 PARK AVE	2,000	\$ 15.00	\$ 180.00
BLOCK BLDG	655 BRIDGE AVE	1,078	\$ 15.00	\$ 180.00
PUBLIC SAFETY BLDG.	2090 ANVIL BLOCK RD	13,800	\$ 45.00	\$ 540.00
TOTAL (MONTHLY & ANNUAL COST)			\$ 460.00	\$ 5,940.00

Company Name: Omega Pest Solution

Signature: Kudwin C. Martin

Date: 04-02-2024

EXHIBIT C

RISK MANAGEMENT REQUIREMENTS

The Contractor shall provide minimum insurance coverage and limits as per the following: The Contractor shall file with the City Certificates of Insurance, certifying the required insurance coverage and stating that each policy has been endorsed to provide thirty (30) day notice to the City in the event that coverage is cancelled, non-renewed or the types of coverage or limits of liability are reduced below those required. All bonds and insurance coverage must be placed with an insurance company approved by City Management, admitted to do business in the State of Georgia, and rated Secure ("B+" or better) by A.M. Best Company in the latest edition of Property and Casualty Ratings, or rated by Standard & Poors Insurance Ratings, latest edition as Secure ("BBB" or better). Worker's Compensation self-insurance for individual Contractors must be approved by the Worker's Compensation Board, State of Georgia and/or Self-Insurance pools approved by the Insurance Commissioner, State of Georgia.

CONTRACTS FOR UP TO \$50,000

Worker's Compensation – Worker's Compensation coverage on a statutory basis for the State of Georgia with an Employer's Liability limit of \$100,000 each Accident, Disease \$100,000 each employee, \$500,000 Disease policy limit.

Automobile Liability – Automobile liability coverage for owned, hired and non-owned vehicles in the amount of \$500,000 combined single limit.

Commercial General Liability – Coverage to be provided on "occurrence" not "claims made" basis. The coverage is to include Contractual liability, Per Project Limit of Liability, losses caused by Explosion, Collapse and Underground ("xcu") perils, the "City of Forest Park" is to be added as an Additional Insured and Products and Completed Operations coverage is to be maintained for three (3) years following completion of work.

CONTRACTS FOR MORE THAN \$50,000

Worker's Compensation – Worker's Compensation coverage on a statutory basis for the State of Georgia with an Employer's Liability limit of \$1,000,000. The increased Employer's Liability limit may be provided by an Umbrella or Excess Liability policy.

Automobile Liability - Automobile liability coverage for owned, hired and non-owned vehicles in the amount of \$1,000,000 combined single limit.

Commercial General Liability – Coverage to be provided on "occurrence" not "claims made" basis. The coverage is to include Contractual liability, Per Project Limit of Liability, losses caused by Explosion, Collapse and Underground ("xcu") perils, the "City of Forest Park" is to be added as an Additional Insured and Products and Completed Operations coverage is to be maintained for three (3) years following completion of work.

EXHIBIT C
RISK MANAGEMENT REQUIREMENTS (Cont'd)

CONTRACTS FOR UP TO \$50,000

CONTRACTS FOR MORE THAN \$50,000

LIMITS OF LIABILITY:

\$1,000,000	Per Occurrence
\$1,000,000	Personal and Advertising
\$50,000	Fire Damage*
\$5,000	Medical Payments*
\$1,000,000	General Aggregate
\$1,000,000	Products/Completed Operations per Occurrence and Aggregate

**These are automatic minimums*

Owner's Protective Liability – The City's Management may, in its discretion, require Owner's Protective Liability in some situations.

Umbrella and/or Excess Liability – The umbrella or Excess Liability Policy may be used to combine with underlying policies to obtain the limits required. The Management of the City may elect to require higher limits.

Owner's Protective Liability – The City's Management may, in its discretion, require Owner's Protective Liability in some situations.