

**GENERAL SERVICES CONTRACT
CONTRACT NO. 0115-1390**

THE PARTIES TO THIS CONTRACT are the City of Daytona Beach, a Florida municipal corporation (the "City"), and Peachtree Services, Inc., a Florida Corporation ("Contractor").

In consideration of the mutual covenants herein contained, the Parties agree as follows:

Section 1. Scope of Services. Contractor will provide termite inspection, subterranean and drywood termite treatment services as further described in Exhibit A, attached hereto and incorporated herein, to the City from time to time at the direction of the City during the Term of this Contract.

Section 2. Reserved.

Section 3. Fee(s).

For the services provided under this Contract, CITY will pay CONTRACTOR Fees based upon the Fee/Rate Schedule attached hereto as Exhibit B.

Section 4. Billing; Manner of Payment. In addition to requirements for payment established by applicable federal, state, or local law including the City Code, payment terms are as follows:

(a) Unless provided otherwise herein, the City will pay 30 days after receipt of a valid invoice or receipt of goods or services, whichever is later.

(b) In order to be considered to be valid, an invoice must include all information that the City needs to verify the accuracy of the invoice and the amount of payment due based on the specific requirements of this Contract, such as where partial payments are due upon completion of specific tasks, or where payments are based on hourly rates. In addition, where payment of reimbursable expenses is specifically provided for, an invoice for such expenses will not be valid unless sufficient documentation is provided to verify that such expenses were incurred and that other conditions have been met.

(c) If an invoice submitted by Contractor is not valid, within 30 days after receipt the City will provide notice to the Contractor identifying the deficiencies.

Section 5. Standard of Performance. Contractor's services will at a minimum meet the level care and skill ordinarily used by members of Contractor's profession performing the type of services provided herein within the State of Florida.

Section 6. Relationship between Parties. This Contract does not create an employee-employer relationship between the City and Contractor. Contractor is an independent contractor of the City and will be in control of the means and the method in which the requested work is performed. As an independent contractor, Contractor will be solely responsible for payment of all federal, state and local income tax, and self-employment taxes, arising from this Contract; and Contractor agrees to indemnify and hold harmless the City from any obligations relating to such taxes. The City will not make deductions from payments due, for such taxes, or for social security, unemployment insurance, worker's compensation, or other employment or payroll taxes.

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Section 7. Documents and Records.

(a) All reports, estimates, logs, original drawings, and other materials furnished, prepared or executed by Contractor during the term of and in accordance with the provisions of this Contract will be the property of the City and delivered to the City upon demand or, if no demand has previously been made, upon completion of the particular task for which such materials were prepared, executed, or otherwise required.

(b) To the extent applicable, Contractor will comply with the requirements of Florida Statutes Section 119.0701, which may include the following:

(1) Keeping and maintaining public records that ordinarily and necessarily would be required by the public agency in order to perform the service provided herein.

(2) Providing the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Ch. 119, Florida Statutes, or as otherwise provided by law.

(3) Ensuring that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

(4) Meeting all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of Contractor upon termination of this Contract for any reason, and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. When such records are stored electronically, providing the City all records stored electronically in a format that is compatible with the City's information technology systems.

Section 8. Effective Date and Term.

The Effective Date of this Contract is the date on which the last Party signs it. The Term of this Contract is **for 5 years**, or the date the following contract is awarded, commencing on the Effective Date.

If this Contract specifically provides that some or all of Contractor's services will be required only after issuance of a City work authorization, any work authorizations previously issued by the City will remain in effect after the expiration of this Contract unless the City terminates this Contract due to Contractor's material breach after notifying Contractor to suspend such services as provided below.

Section 9. Termination.

(a) The City may by written notice to Contractor terminate this Contract, in whole or in part, at any time, either for the City's convenience or because of the failure of the Contractor to fulfill its contractual obligations.

(1) Before terminating for convenience, City must provide Contractor at least 30 day's advance notice of termination. This Contract will terminate automatically and without need for further notice upon the expiration of the notice period.

(2) Before terminating due to Contractor's material breach of its contractual obligations, City must provide Contractor prior written notice, specifying the breach and demanding Contractor remedy the breach within 10 days of the notice, or within such longer period as may be reasonably required if the nature of the breach is that it cannot be remedied within 10 days of notice. This Contract will terminate automatically and without need for further notice if Contractor fails to remedy the material breach within the period described in the City's notice of breach.

In either instance described above, upon termination Contractor will immediately discontinue all services affected, unless the notice directs otherwise, and deliver to the City all data, drawings, specifications, reports, estimates, summaries, and any and all such other information and services of whatever type or nature as may have been accumulated by Contractor in performing this Contract, whether completed or in process.

(b) If the termination is for convenience, Contractor will be paid compensation for authorized services performed to the date of termination. If termination is due to Contractor's material breach, the City reserves all rights and remedies it may have under law due to such breach. Among other things, the City may take over the work and prosecute the same to completion by other agreements or otherwise; and in such case, the Contractor will be liable to the City for all reasonable additional costs occasioned to the City thereby.

(c) If after notice of termination for the Contractor's failure to fulfill contractual obligations it is judicially determined by a court of law that the Contractor had not so failed, the termination will be conclusively deemed to have been effected for the City's convenience. In such event, adjustment in payment to Contractor will be made as provided in subsection (b) of this Section for a termination for convenience.

(d) The rights and remedies of City provided for in this Section are in addition and supplemental to any and all other rights and remedies provided by law or under this Contract.

Section 10. Suspension of Services. If the notice of material breach issued by the City pursuant to the preceding Section so directs, Contractor will suspend services immediately upon receipt thereof, other than the work required to remedy the material breach.

Section 11. Indemnification. Contractor will indemnify and hold harmless the City, including the City's officers, employees, and agents, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of Contractor, or Contractor's officers, employees, or agents, including subcontractors and other persons employed or use by Contractor in the performance of this Contract. This indemnification agreement is separate and apart from, and in no way limited by, any insurance provided pursuant to this agreement or otherwise.

Section 12. Insurance. will provide and maintain at Contractor's own expense, insurance of the kinds of coverage and in the amounts set forth in this Section. All such insurance will be primary and non-contributory with the City's own insurance. In the event any request for the performance of services presents exposures to the City not covered by the requirements set forth below, the City reserves the right to add insurance requirements that will cover such an exposure.

(a) Coverage and Amounts.

(1) Workers Compensation Insurance as required by Florida Statutes, Chapter 440, Workers' Compensation Insurance, for all employees of Contractor, employed at the site of the service or in any way connected with the work, which is the subject of this service. The insurance required by this provision will comply fully with the Florida Workers' Compensation Law and include Employers' Liability Insurance with limits of not less than \$500,000 per occurrence. Any associated or subsidiary company involved in the service must be named in the Workers' Compensation coverage. If Contractor wishes to claim an exemption from worker's compensation insurance requirements, Contractor will notify the Risk Manager in writing on Contractor's official letterhead.

(2) Liability Insurance, including (i) **Commercial General Liability coverage** for operations, independent contractors, products-completed operations, broad form property damage, and personal injury on an "occurrence" basis insuring Contractor and any other interests, including but not

limited to any associated or subsidiary companies involved in the work; and (ii) **Automobile Liability Insurance**, which will insure claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle used by the Contractor in the performance of this Contract.

THE COMMERCIAL GENERAL LIABILITY INSURANCE POLICY WILL NAME THE CITY AS AN ADDITIONAL INSURED. The limit of liability for each policy will be a combined single limit for bodily injury and property damage of no less than \$1,000,000 per occurrence. If insurance is provided with a general aggregate, then the aggregate will be in an amount of no less than \$2,000,000. The Risk Manager for the City may authorize lower liability limits for the automobile policy only, at the Risk Manager's sole discretion.

(3) Contractors Pollution Liability in the amount of \$1,000,000 Per Loss, \$2,000,000 Annual Aggregate. Such coverage will include bodily injury, sickness, disease, mental anguish or shock sustained by any person, including death; property damage including physical injury to or destruction of tangible property including the resulting loss of use thereof, cleanup costs, and the loss of use of tangible property that has not been physically injured or destroyed; defense including costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensatory damages; coverage for losses caused by pollution conditions that arise from the operations of the contractor including transportation. The City of Daytona Beach shall be named as additional insured.

Coverage will be provided on an Occurrence Form or a Claims Made Form with a retroactive date equal to at least the first date of this agreement and with a three year reporting option beyond the Annual expiration date of the policy.)

Unless specifically waived hereafter in writing by the Risk Manager, Contractor agrees that the insurer shall waive its rights of subrogation, if any, against the City on each of the foregoing types of required insurance coverage.

(b) Proof of Insurance. Contractor will furnish proof of insurance acceptable to the City prior to or at the time of execution of this Contract. Contractor will not commence work until all proof of such insurance has been filed with and approved by the City. Contractor will furnish evidence of all required insurance in the form of certificates of insurance which will clearly outline all hazards covered as itemized above, the amounts of insurance applicable to each hazard, the expiration dates. If requested by the City, Contractor will furnish copies of the insurance contracts to support the certificates of insurance and the copies of said insurance must be acceptable to the City.

(c) Cancellation; Replacement Required. Contractor will file replacement certificates 30 days prior to expiration or termination of the required insurance occurring prior to the acceptance of the work by the City. If a required policy is canceled without Contractor's prior knowledge Contractor will immediately notify the City immediately upon becoming aware that a required insurance coverage has been canceled for any reason, and promptly replace the canceled policy. The City expressly reserves the right or replace the canceled policy at Contractor's expense of Contractor fails to do so.

(d) Termination of Insurance. Contractor may not cancel the insurance required by this Contract until the work is completed, accepted by the City and Contractor has received written notification from the Risk Management Division of the City that Contractor may cancel the insurance required by this Contract and the date upon which the insurance may be canceled. The Risk Management Division of the

City will provide such written notification at the request of Contractor if the request is made no earlier than two weeks before the work is to be completed.

(e) Liabilities Unaffected. Contractor's liabilities under this Contract will survive and not be terminated, reduced or otherwise limited by any expiration or termination of insurance coverages. Similarly, Contractor's liabilities under this Contract will not be limited to the extent of by the existence of any exclusions or limitations in insurance coverages, or by Contractor's failure to obtain insurance coverage.

Contractor will not be relieved from responsibility to provide required insurance by any failure of the City to demand such coverage, or by City's approval of a policy submitted by Contractor that does not meet the requirements of this Contract.

Section 12A. RESERVED

Section 13. Notice. Unless otherwise expressly agreed herein, all notices, requests, and demands to or upon the Parties will be delivered by hand, delivered by a courier service, provided to a nationally recognized delivery service for overnight delivery, transmitted to a receiving fax machine followed by hard copy within two days, or by U.S. mail, postage prepaid by registered or certified mail, return receipt requested, to the addresses set forth herein:

To the City:

Attn: Eric Miller
CITY OF DAYTONA BEACH
Public Works-Property Maintenance
950 Bellevue Avenue
Daytona Beach, FL 32114

To Contractor: *[insert name/title/address and fax]*

Attn: Eric Gentile
PEACHTREE SERVICES, INC.
1351 Airport Road, Suite P
Jacksonville, FL 32218
Phone: 904.261.7002 Fax: 912.265.8197

provided, however, that either Party may change the person or address designated for receipt of the Party's notices, by providing written notice to the other Party.

Section 14. Personnel. Contractor represents that Contractor has or will secure at Contractor's own expense, all personnel required in performing the services under this Contract. Such personnel will not be employees of or have any contractual relationship with the City.

All personnel engaged in the work will be fully qualified and will be authorized under state and local law to perform such services.

Section 15. City's Responsibilities. The City agrees to make available for review and use by the Contractor, reports, studies, and data relating to the services required. The City will establish a project manager to meet periodically with the Contractor to facilitate coordination and ensure expeditious review of work product.

Section 16. Limitation on Waivers. Neither the City's review, approval, or acceptance of, or payment for, any of the services provided by Contractor, will be construed to operate as a waiver of the City's rights under this Contract. Contractor will be and always remain liable to the City in accordance with applicable law for any and all damages to the City caused by the Contractor's negligent or wrongful provision of any of the services furnished under this Contract.

Failure of the City to exercise any right or option arising out of a breach of this Contract will not be deemed a waiver of any right or option with respect to any subsequent or different breach, or the continuance of any existing breach. Furthermore, the failure of the City at any time to insist upon strict performance of any condition, promise, agreement or understanding set forth herein will not be construed as a waiver or relinquishment of the City's right to insist upon strict performance of the same condition, promise, agreement or understanding at a future time.

Section 17. Dispute Resolution.

If a dispute exists concerning this Contract, the Parties agree to use the following procedure prior to pursuing any judicial remedies.

(a) Negotiations. A Party will request in writing that a meeting be held between representatives of each Party within 14 calendar days of the request or such later date that the Parties may agree to. Each Party will attend and will include, at a minimum, a senior level decision maker (an owner, officer, or employee of each organization) empowered to negotiate on behalf of their organization. The purpose of this meeting is to negotiate in the matters constituting the dispute in good faith. The Parties may mutually agree in writing to waive this step and proceed directly to mediation as described below.

(b) Non-Binding Mediation. Mediation is a forum in which an impartial person, the mediator, facilitates communication between parties to promote reconciliation, settlement, or understanding among them. Within 30 days after the procedure described in Subsection (a) proves unsuccessful or the Parties mutually waive the subsection (a) procedure, the Parties will submit to a non-binding mediation. The mediation, at a minimum, will provide for (i) conducting an on-site investigation, if appropriate, by the mediator for fact gathering purposes, (ii) a meeting of all Parties for the exchange of points of view and (iii) separate meetings between the mediator and each Party to the dispute for the formulation of resolution alternatives. The Parties will select a mediator trained in mediation skills and certified to mediate by the Florida Bar, to assist with resolution of the dispute. The Parties will act in good faith in the selection of the mediator and give consideration to qualified individuals nominated to act as mediator. Nothing in this Contract prevents the Parties from relying on the skills of a person who also is trained in the subject matter of the dispute or a contract interpretation expert. Each Party will attend will include, at a minimum, a senior level decision maker (an owner, officer, or employee of each organization) empowered to negotiate on behalf of their organization.

If the Parties fail to reach a resolution of the dispute through mediation, then the Parties are released to pursue any judicial remedies available to them.

Section 18. General Terms and Conditions.

(a) Amendments. Except as otherwise provided herein, no change or modification of this Contract will be valid unless the same is in writing and signed by both Parties.

(b) Assignments and Subcontracting. No assignment or subcontracting will be permitted without the City's written approval.

(c) Compliance with Laws and Regulations. In providing all services pursuant to this Contract, Contractor will abide by all statutes, ordinances, rules, and regulations pertaining to, or regulating the provisions of, such services including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations will constitute a material breach of this Contract and will entitle the City to terminate this Contract immediately upon delivery of written notice of termination to the Contractor.

(d) Truth in Negotiations Certificate. Contractor hereby certifies that the wages and other factual unit costs supporting the compensation herein are accurate, complete, and current at the time of this Contract.

(e) No Third Party Beneficiaries. There are no third party beneficiaries of Contractor's services under this Contract.

(f) Contingency Fee. Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a

bona fide employee working solely for Contractor, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Contract.

(g) Nondiscrimination. Contractor will not discriminate against any employee or applicant for employment because of race, color, sex, or national origin. Contractor will take affirmative action to ensure that applicants are employed and the employees are treated during employment without regard to their sex, race, creed, color, or national origin. Further, Contractor agrees to comply with all local, state, and federal laws and ordinances regarding discrimination in employment against any individual on the basis of race, color, religion, sex, national origin, physical or mental impairment, or age. In particular, Contractor agrees to comply with the provisions of Title 7 of the Civil Rights Act of 1964, as amended, and applicable executive orders including, but not limited to, Executive Order No. 11246.

(h) Principles in Construing Contract. This Contract will be governed by and construed in accordance with the laws of the State of Florida. Captions and paragraph headings used herein are for convenience only, are not a part of this Contract and will not be deemed to limit or alter any provisions hereof or to be relevant in construing this Contract. The use of any gender herein will be deemed to be or include the other genders, and the use of the singular herein will be deemed to be or include the plural (and vice versa), wherever appropriate. If any word, phrase, clause, sentence or provision of the Contract, or the application of same to any person or set of circumstances is for any reason held to be unconstitutional, invalid or unenforceable, that finding will only effect such word, phrase, clause, sentence or provision, and such finding will not affect the remaining portions of this Contract; this being the intent of the Parties in entering into the Contract; and all provisions of the Contract are declared to be severable for this purpose.

(i) Venue. The exclusive venue for any litigation arising out of this Contract will be Volusia County, Florida if in state court, or the U.S. District Court, Middle District of Florida if in federal court.

(j) Litigation Costs. Except where specifically provided herein, in case of litigation between the Parties concerning this Contract, each party will bear all of its litigation costs, including attorney's fees.

(k) Force Majeure. A force majeure event is an act of God or of the public enemy, riots, civil commotion, war, acts of government or government immobility (whether federal, state, or local) fire, flood, epidemic, quarantine restriction, strike, freight embargo, or unusually severe weather; provided, however, that no event or occurrence will be deemed to be a force majeure event unless the failure to perform is beyond the control and without any fault or negligence of the Party charged with performing or that Party's officers, employees, or agents. Whenever this Contract imposes a deadline for performing upon a Party, the deadline will be extended by one day for each day that a Force Majeure event prevents the Party from performing; provided, however, that the Party charged with performing and claiming delay due to a Force Majeure event will promptly notify the other Party of the Event and will use its best efforts to minimize any resulting delay.

(l) Jury Trial Waived. THE PARTIES HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS CONTRACT, OR ANY DEALINGS BETWEEN THE PARTIES. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL ENCOMPASSING OF ANY DISPUTES BETWEEN THE PARTIES THAT MAY BE FILED IN ANY COURT AND THAT RELATE TO THE SUBJECT MATTER, INCLUDING WITHOUT LIMITATION, CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS.

(m) Authority to Bind Contractor. The undersigned representative of Contractor represents and warrants the he or she is fully authorized to bind Contractor to the terms and conditions of this Contract.

(n) Incorporation of ITB and Proposal. The City's Invitation to Bid 0115-1390, and the Contractor's responsive proposal are incorporated herein by reference as Composite Exhibit C and will remain on file in the Office of the City Clerk. In case of conflicts between the ITB and Proposal, the ITB will govern. In case of conflicts between Composite Exhibit C and other provisions of this Contract, including Exhibits A and B, this Contract will govern.

(o) **Integration.** This Contract represents the entire agreement of the parties with respect to the subject matter hereof. No representations, warranties, inducements or oral agreements have been made by either Party except as expressly set forth herein, or in other contemporaneous written agreements.

IN WITNESS WHEREOF, the Parties through their undersigned representatives have caused this Contract to be executed in duplicate original.

THE CITY

CONTRACTOR

By: 
Derrick L. Henry, Mayor

By: 
Printed Name: Jimmy Arnold

Date: 11-23-15

Title: Owner
Date: 8/11/15

Attest: 
Letitia LaMagna, City Clerk

Approved as to legal form:

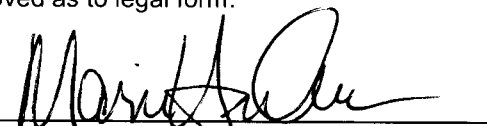
By: 
Marie Hartman, City Attorney

EXHIBIT A: SCOPE OF SERVICE

SECTION 7: TERMITE INSPECTIONS

7.1. The Vendor shall furnish all professional termite inspection services.

7.2. Vendor shall supply all equipment needed to provide service. These shall include ladders to reach all service areas and flashlights. At no time shall the Vendor use City of Daytona Beach equipment or tools.

7.3. The Vendor shall inspect all areas and buildings specified herein including all rooms, closets, lounges, kitchens, hallways, stairwells, basements, attics, laboratories, the outside perimeter of buildings, plus any other building portion or part not specifically described herein.

7.4. Termite Inspection Services will be performed by the Vendor at least once each quarter during the City's normal business hours of 8:00AM to 5:00PM, Monday through Friday in the various buildings.

7.5. The Vendor must have an established place of business with an office staff. An answering machine/service will only be acceptable after the City's normal working hours of 8:00AM to 5:00PM.

7.6. Inspect work annually and report findings in writing to the Facilities Construction & Maintenance Manager.

7.7. POSSIBLE SUBTERRANEAN OR DRYWOOD TERMITE LOCATIONS:

Locations that may have possible issues with Subterranean and/or Drywood Termites include but are not limited to:

Location	Address	Structure Type	Square Footage	Cubic Footage
Bandshell	Daytona Boardwalk	Con/Wood	2,951	unknown
Cornella Young Library	302 Vermont Ave	Concrete	3,733	55,995
Fire Station 1	301 S Beach St	Concrete	6,922	75,548
Josie Rodgers House	325 N Beach St	Wood	1,374	15,114
Peabody Auditorium	600 Auditorium Blvd	Concrete	29,261	1,244,954
Peninsula Club	415 S Peninsula	Concrete	7,280	115,686
TOTALS			51,521	1,507,297

*based on Volusia County Property Appraiser Statistics

SECTION 8: SUBTERRANEAN TERMITE CONTROL

This section will only be used by the City on an as needed basis. Treatment stated herein will only be completed after prior approval by City staff.

8.1 Scope of Work. The Vendor shall provide all labor, materials and equipment necessary to provide for primary termite pre-treatment, subterranean and Formosan termites, carpenter ants, and wood boring beetles.

The Vendor shall provide the following services:

- (a) Soil treatment below slab-on-grade for subterranean termites.
- (b) Soil treatment at interior and exterior of building, for subterranean termites.
- (c) *Termidor* – means *Termidor*, *Termidor HE*, or “equal” is the only permitted treatment. If using a *Termidor* equal vendor must prove that “Fipronil” is an active ingredient in the proposed chemical treatment. *The City does not want the use of bait traps used as a form of treatment.*

8.2 Specifications.

- (a) **Warning Signs.** The Vendor shall post necessary warning signs throughout the property informing tenants that materials containing poisons are being used. Signs shall be posted at least two (2) days in advance of pending treatment.
- (b) **Materials** used under these specifications for application shall be approved by the U.S. Department of Agriculture and the State of Florida and shall be applied by experienced persons skilled in the trade and in accordance with the best practices of the trade.
- (c) The **chemical used** must be *Termidor* or equal. In no event shall the anticipated effective duration of the treatment be less than one year.
- (d) **Trench & Treat.** Create a four to six inch trench in the soil adjacent to the structure. Chemically impregnate the soil, applying *Termidor* under low pressure, at the rate of four gallons of mixed spray per ten linear feet. These trenches are then backfilled, and treated to protect the chemical barrier.
- (e) **Rodding.** To inject the soil with a steel perforated dispersal unit and applying *Termidor* under low pressure in to the soil where trenching and treating is not applicable, i.e. adjacent to the building where roots from the landscaping are thick or where over poured concrete inhibits trenching properly.

Drill holes horizontally in the voids of the concrete block foundation walls around the perimeters of the buildings. Holes shall be drilled eight inches (8”) apart in block course directly beneath floor slab.

Chemically impregnate the soil with two gallons of *Termidor* per five (5) linear feet of wall being treated. Each hole shall be treated with an equal quantity of chemical.

Drill vertically through all slabs, platforms, porches, entrances, and/or similar masonry attached to buildings at intervals not to exceed sixteen inches (16") o.c., adjacent to foundation of the building.

Apply two (2) gallons of *Termidor* per linear five feet (5') of foundation being treated.

Where holes in concrete and/or concrete block have been drilled as hereinbefore specified, they shall be drilled as hereinbefore specified, they shall be refilled with a mixture of the following materials:

1 Part – Portland Cement
3 Parts – Clean, Fine Sand

Add as much water as is necessary for a plastic workable mixture. Trowel all repairs and flush with adjacent surfaces.

(f) Drill/Treat Plumbing & Expansion Joints.

Drill a ½ hole adjacent to the bathroom plumbing stacks and sinks and all water penetration. Apply *Termidor* under low pressure. Plug and cement holes. Treat bath traps in ground units. Drill and treat all expansion joints. Flood areas at the rate of two (2) gallons per five (5) linear feet of expansion joints.

NOTE: Any areas of subterranean termite activity that are caused by secondary moisture supplies or foundation defects, may require correction and/or additional treatment charges. Areas of wood soil contact, i.e., patio fences, wood siding, etc., require corrective action. Vendor should notify the Contract Manager (section 10). Any such structural changes will be the responsibility of the City. The Vendor will then treat the repaired/replaced area as part of the area designated on the bid schedule.

(g) Retreatment. Should any subterranean termite infestation occur in any treated areas within the contract period the vendor shall retreat the infected area at no additional charge to the City. The City will not require Termite bonding, only a retreatment guarantee.

(h) Inspection. The vendor will be asked to provide follow up inspections of a site which has been treated for subterranean termites on an annual basis and to provide a written report to the City of said inspection. Annual inspections following treatment will be provided at no additional cost to the City.

(i) Price per Lineal Foot. Vendor will be asked to provide a fixed price per lineal foot for each location for more extreme infestations which require tenting and treatment of the structure(s). Tenting of a particular building will only be done on an as needed basis and shall require the City's pre-approval. All submitted bids shall be evaluated on the per lineal foot price. Estimated quantities are of the City's budgeting purposes only.

8.2 References.

(a) EPA - Federal Insecticide, Fungicide and Rodenticide Act.

(b) Chapter 10D-55, Department of Health and Rehabilitative Services Health Program Office.

8.3 Quality Assurance.

- (a) Application: Company specializing in soil treatment for termite control with five (5) years documented experience.
- (b) Materials: Provide certification that toxicants conform to specified requirements of authority having jurisdiction.
- (c) Material Packaging: Manufacturer's labels and seals identifying content.

8.4 Regulatory Requirements. Conform to State of Florida requirements Administrative Code 5E, Florida Statutes 388, 482, 487, 576, 578, 580.

8.5 Submittals Upon Request.

- (a) Submit product data on the toxicants to be used, composition by percentage, dilution schedule and intended application rate.
- (b) Submit manufacturer's applications instructions for all products that will be used in the service.

8.6 Warranty. Inspect work annually and report findings in writing to the Facilities Construction & Maintenance Manager.

8.7 Inspection. The Vendor shall verify surfaces are sufficiently dry and ready to receive treatment. By beginning of application means acceptance of existing conditions.

8.8 Termite Control Treatment. Apply Termidor in accordance with manufacturer's published instructions. Apply to soil using a metered applicator:

SECTION 9: DRYWOOD TERMITE FUMIGATION

This section will only be used by the City on an as needed basis. Treatment stated herein will only be completed after prior approval by City staff.

9.1. General Requirements. All work shall be in strict accordance with the following: (i) Chapter 482, Pest Control, Florida Statutes (ii) Structural Pest Control Act; and (iii) Rule 5E-14, of the Florida Administrative Code. (iii) state certified pest control license for termites through FDACS.

- (a) Fumigant shall be used in strict accordance with the manufacturer's directions on the label.
- (b) All fumigation work shall be performed by a pest control operator licensed by the State of Florida.

9.2. Submittals.

- (a) Guaranty: The Vendor shall furnish one (1) copy of a written guaranty.
- (b) Copy of the state certified pest control license for termites through FDACS.

- (c) All permitting will be the responsibility of the Vendor.

9.3 Warranty. The written warranty shall include the following:

- (a) The effectiveness of the treatment for a period of not less than one (1) year from the date of treatment; and
- (b) The refumigation of the structure at no additional cost to the City in the event that live drywood termite infestations are found within the one-year period. Ineffective extermination shall be presumed if there is a massive expulsion of pellets by a colony or live termites including alates are found upon examination.

9.4 Safety Measures.

- (a) The Vendor shall take all precautions necessary to protect and safeguard persons who may be exposed to the operation.
- (b) Chloropicrin shall be used in conjunction with the fumigant at the rate of 1 ounce per 10,000 – 15,000 cubic feet of space to be fumigated.
- (c) Security guards shall be provided by the City as needed.
- (d) The Vendor shall check to see that all pilot lights and other heat sources have been extinguished.

9.5 Materials.

- (a) Asbestos Prohibition: No asbestos containing materials and equipment shall be used under this Section. The Vendor shall ensure that all materials incorporated in the project are asbestos-free.
- (b) Fumigant: Fumigant shall be sulfuryl fluoride (Vikane).
- (c) Tent: The tenting material shall follow the standards of F.S. 482.

9.6 EXECUTION.

- (a) Prior to fumigation the Vendor shall make a thorough inspection of the structure with the Engineer and shall advise the Engineer of any item(s) that must be removed prior to fumigation. Such items include, but are not limited to, (i) Desirable growing plants (ii) Domestic animals and fish (iii) Food and feed not sealed in highly resistant containers such as glass, metal or plastic (such as polyethylene bags at least 4 mil thick or equivalent such as 2 – 2 mil bags) (iv) Unsealed medicinals.
- (b) The City will remove the necessary items from the structure. The Vendor shall make a final check of the structure to assure compliance with all applicable laws. The Vendor shall not proceed with the fumigation until all provisions have been complied with.
- (c) The structure shall be completely enveloped with an impervious tarpaulin materials. Material shall be vinyl coated nylon, or polyethylene sheeting of at least 4 mil thickness.

The soil shall be wetted to a depth of 6 inches from the foundation to the cover if not sufficiently moist to act as a barrier to the gas. All seams and edges shall be sealed securely.

9.7 Dosage. The Dow Chemical Fumiguide B and Y calculators shall be used for the coordination of fumigant rates with soil or slab temperature, exposed period, and fumigant loss rate measured as half-loss-time HLT.

- (a) Fumiguide B: Used for coordination of fumigant rates with temperatures, a 20 to 24 hour exposure period, and an estimated HLT.
- (b) Fumiguide Y: Used when fumigant concentrations are monitored and/or there are measured variations in exposure time.

9.8 Application.

- (a) Fans shall be placed to provide for forced air circulation of the fumigant during the application period.
- (b) The fumigant shall be released at locations to ensure rapid, even distribution of the gas (equilibrium within 1 hour).
- (c) The release of the fumigant shall be in strict accordance with the directions on the label of the fumigant.

9.9 Sampling.

- (a) Adequate tubing shall be provided to the interior for use in sampling gas for fumiscope readings during the fumigation. The tubes shall extend to all parts of the structure, near the ceiling, in the middle and near the floor. The tubes shall extend equally into both the windward and leeward sides of the structure.
- (b) The Vendor shall take the fumiscope readings and shall provide the necessary electrical extension cords for the fumiscope. Fumiscope readings shall be recorded when taken and dosage adjustments noted.
- (c) The fumiscope reading of the fumigant concentration shall be taken after initial equilibrium. The second reading shall be taken two – four hours after the initial reading. Upon obtaining the second reading, the actual HLT shall be determined. If required, an adjustment to the dosage shall be done.

9.10 Aeration.

- (a) At the end of the exposure period, all seals shall be removed and all doors and windows shall be opened.
- (b) Ventilation fans shall be used to remove fumigant from dead air spaces.
- (c) A suitable fumigant monitoring instrument shall be used to check for the completeness of the aeration.

- (d) The Vendor shall make the final determination of reoccupancy and shall record all fumigant monitored readings and locations prior to turning the structure over to the Engineer.

9.11 Cleanup.

- (a) Upon completion, the Vendor shall clean the work site of all rubbish, excess materials, temporary structures, and all parts of the work shall be left in a neat condition.
- (b) Damages by the Vendor to the structure and/or its contents and surroundings shall be repaired to the satisfaction of the Department Director and at no cost to the City.

EXHIBIT B: FEE SCHEDULE

TERMITE INSPECTION LOCATION	Lot #2 ADDRESS	ANNUAL TERMITE INSPECTION			
		QUANTITY	UOM	UNIT PRICE	EXT PRICE
BANDSHELL AMPHITHEATRE	DAYTONA BOARDWALK	5	YR	\$ 70	\$ 350
BETHUNE POINT WWTP	1 SHADY PLACE	5	YR	\$ 60	\$ 300
CITY HALL	301 S RIDGEWOOD AV	5	YR	\$ 125	\$ 625
CITY ISLAND REC CTR	108 E ORANGE AV	5	YR	\$ 60	\$ 300
CITY NURSERY / PARKS ADMIN	544 ORANGE ST	5	YR	\$ 70	\$ 350
COMMUNITY DEVELOP	523 MAGNOLIA AV	5	YR	\$ 60	\$ 300
CORNELLIA YOUNG LIBRARY	302 VERMONT AV	5	YR	\$ 60	\$ 300
CYPRESS AQUATIC REC CENTER	922 GEORGE INGRAM	5	YR	\$ 60	\$ 300
DERBYSHIRE REC CTR	849 DERBYSHIRE RD	5	YR	\$ 60	\$ 300
DICKERSON CENTER	308 S MLK BLVD	5	YR	\$ 60	\$ 300
FIRE STATION 1	301 S BEACH ST	5	YR	\$ 60	\$ 300
FIRE STATION 2	126 BOTEFUHR	5	YR	\$ 60	\$ 300
FIRE STATION 3	945 N HALIFAX AV	5	YR	\$ 60	\$ 300
FIRE STATION 4	1675 MASON AV	5	YR	\$ 60	\$ 300
FIRE STATION 5	627 N NOVA RD	5	YR	\$ 60	\$ 300
FIRE STATION 6	2020 BEVILLE RD	5	YR	\$ 60	\$ 300
FIRE STATION 7	2545 LPGA BLVD	5	YR	\$ 60	\$ 300
HALIFAX PLAZA	125 BASIN ST	5	YR	\$ 100	\$ 500
HARVEY ST-SUB STA.	510 HARVEY STREET	5	YR	\$ 60	\$ 300
JOSIE ROGERS HOUSE	325 N BEACH ST	5	YR	\$ 60	\$ 300
LENOX PLAYGROUND	825 S GRANDVIEW-BDG	5	YR	\$ 60	\$ 300
MID-TOWN CULT CTR	925 GEORGE ENGRAM	5	YR	\$ 60	\$ 300
MUNICIPAL STADIUM	3777 LPGA BLVD	5	YR	\$ 120	\$ 600
PEABODY AUDITORIUM	600 AUDITORIUM BLVD	5	YR	\$ 60	\$ 300
PENINSULA CLUB	415 S PENINSULA DR	5	YR	\$ 100	\$ 500
POLICE FACILITY	129 VALOR	5	YR	\$ 70	\$ 350
PUBLIC WORKS COMPLEX	950 BELLEVUE AV	5	YR	\$ 100	\$ 500
SCHNEBLY REC CTR	1101 NORTH A1A	5	YR	\$ 60	\$ 300
SEWERLINE MAINT/LS	223 & 229 MARION ST	5	YR	\$ 60	\$ 300
SUNNYLAND PLAYGROUND	825 WASHINGTON ST	5	YR	\$ 60	\$ 300
FLORIDA TENNIS CENTER	1 DEUCE CT	5	YR	\$ 60	\$ 300
UTILITIES / WATER STORES	220 MARION ST	5	YR	\$ 70	\$ 350
WATER DISTRIBUTION	525 MAGNOLIA AV	5	YR	\$ 60	\$ 300
WATER INSPECTOR	229 MARION ST	5	YR	\$ 60	\$ 300
WESTSIDE COMMUNITY POLICING	638 MADISON AV	5	YR	\$ 60	\$ 300
YVONNE SCARLET GOLDEN CENTER	1000 VINE ST	5	YR	\$ 70	\$ 350
GOLF PRO SHOP	590 WILDER BLVD	5	YR	\$ 80	\$ 400
GOLF MAINTENANCE	590 WILDER BLVD	5	YR	\$ 60	\$ 300
WWTP-CENTRAL MAINT DISPOSAL	3651 LPGA BLVD	5	YR	\$ 60	\$ 300
WWTP-ENVIRONMENTAL LAB A	3651 LPGA BLVD	5	YR	\$ 60	\$ 300
WWTP GUARD HOUSE	3651 LPGA BLVD	5	YR	\$ 60	\$ 300
WWTP-OPERATIONS CONTROL	3651 LPGA BLVD	5	YR	\$ 60	\$ 300
WWTP-REGIONAL BLDG	3651 LPGA BLVD	5	YR	\$ 60	\$ 300
WWTP-RALPH BRENNAN	3651 LPGA BLVD	5	YR	\$ 60	\$ 300
A. GRAND TOTAL FOR TERMITE INSPECTION					\$13,975

\$14,775 Corrected K.Z.

- 1) For sections B & C your bidding on the unit price.
- 2) Quantities stated as an estimate only and no guarantee is given or implied as to quantities that will actually be required during the contract period.

SUBTERRANEAN TERMITE CONTROL		UNIT PRICE	EST QTY	EXT COST
SUBTERRANEAN TERMITE CONTROL	cost per linear foot	2.25	15,000	33,750
SUBTERRANEAN PRE-TREATMENT	cost per linear foot	1.10	3,000	3,300
SUBTERRANEAN SPOT TREATMENT	cost per square foot	0.10	3,000	300
B. ESTIMATED TOTAL				\$37,350

DRYWOOD TERMITE FUMIGATION		UNIT PRICE	EST QTY	EXT COST
DRYWOOD FUMIGATION (whole structure)	cost per cubic foot	0.04	500,000	20,000
COMPARTMENTAL	cost per cubic foot	0	75,000	0.00
TAPE & SEAL	cost per cubic foot	0.04	75,000	3,000
PREVENTATIVE TREATMENT	cost per cubic foot	0.02	75,000	1,500
SPOT TREATMENT	cost per linear foot	0.10	20,000	2,000
C. ESTIMATED TOTAL				\$29,500
D. TOTAL OF TERMITE CONTROL (ADD A+B+C)				\$77,825

\$78,625