

MEMORANDUM

To: Members of the City Commission

From: Jack Redmon, Director of Support Services

Date: January 4, 2018

Subject: Consider Approval of an Extension of the Current Contract for Pest Control Services

Mr. Calvin Branch with Branch's Pest Control has requested an extension of the 2017 contract and agreement for pest control services. If approved, this extension would cover the period from February 1, 2018 to January 31, 2019 with no increase in the price currently being paid. This is the first extension provided under the agreement.

Recommendation

It is my recommendation that the Commission approve this contract extension request from Branch's Pest Control of Marshall, Texas to furnish pest control services at a cost of \$520.00 per month.

**CITY OF MARSHALL, TEXAS
 BID NO. 2017/PEST CONTROL SERVICES
 EXTENSION NO. 1**

Contract and Agreement

This contract and agreement is entered into by and between the **City of Marshall, Texas** and **Branch’s Pest Control** of Marshall, Texas.

I. Contracting Parties:

Receiving Party: **City of Marshall, Texas**

Performing Party: **Branch’s Pest Control**

II. Statement of Services to be performed:

Provide pest control services at various locations and buildings owned by the City of Marshall, within the time period designated in ATTACHMENT II and for the price(s) stated by the Performing Party in their bid proposal, ATTACHMENT I.

III. Contract Amount and Locations:

Branch’s Pest Control of Marshall, Texas agrees to provide pest control services at the below specified locations and buildings owned by the City of Marshall at an annual cost, to the City, of \$6,240.00. (\$520.00/month)

City Hall	401 South Alamo
City Hall Annex	303 W Burleson
Fire Station-Central	601 S Grove
Police Station	2101 E End Blvd N
Emergency Generator	303 W Burleson
Fire Station-No. 2	200 Indian Springs
Fire Station-No. 4	101 Hughes
Public Works Garage	1600 Starr
Parks-Crew Room	1110 Warren Dr
Convention Center Complex	2501 E End Blvd S
Library Complex	300 S Alamo
Public Works Warehouse	627 E End Blvd S
Animal Shelter	607 E End Blvd S
Smith Community Center	700 Spring
Lions Community Center	1201 Louisiana
Concessions/Restrooms	1110 Warren Dr
City Parks-Restrooms	Pope St
Warning Siren Controller	4405 Victory Dr
Warning Siren Controller	1101 N Speed

Warning Siren Controller	200 W Carolanne
Warning Siren Controller	Key Street
Warning Siren Controller	I-20 & Hwy. 59 South (IHOP)
Warning Siren Controller	Hwy. 59 North & Jefferson Ave. (Police Station Property)
Warning Siren Controller	Loop 390 South & Hwy. 43 West (Carters Ferry Rd.)
Water Plant Building	605 E End Blvd S
Birmingham Pool	1311 Five Notch Rd
Weisman Building	211 N Washington
Business Development Bldg	110 S Bolivar
City Arena Complex	3310 Poplar
Visual Art Center	208 E Burleson
Golf Course Buildings	4307 Victory Dr
Downtown Restroom	113 W. Austin
West End Park Concession	204 Hendrix St.

IV. Payment for Goods or Services:

The Receiving Party shall pay the Performing Party for goods or services within thirty (30) days from receipt of properly submitted itemized bill(s) signed by authorized City employees.

V. Term of Contract:

Initial period of contract: this contract to begin on **February 1, 2018** through **January 31, 2019**.

The City of Marshall reserves the right to extend the contract(s) for a second and third annual period provided both parties agree to such extension in writing no less than sixty (60) days prior to the end of each annual period and is also conditioned that any annual increase is not higher than the CONSUMER PRICE INDEX for the previous twelve (12) month period.

VI. Patent and Royalty Disclaimer:

The bidder, without exception, shall indemnify and save harmless the City of Marshall and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patent or unpatented invention, process or article manufactured or used in the performance of the contract including its use by the City of Marshall. If the bidder uses any design, device or materials covered by patent copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or cost arising from use of such design, device in any way involved in the work.

RECEIVING PARTY

Receiving Party certifies that it has authority to contract for the above services.

City of Marshall, Texas
P.O Box 698
Marshall, Texas

Name of Receiving Party

Authorized Signature

Date

PERFORMING PARTY

The undersigned signatory for the Performing Party hereby represents and warrants that she/he is an officer of the organization for which she/he has executed this Contract; and that the officer has full and complete authority to enter into this contract on behalf of the Performing Party.

Branch's Pest Control
1500 S. Garrett Street
Marshall, TX 75670

Name of Performing Party

Authorized Signature

Date

Attachment I

**CITY OF MARSHALL, TEXAS
PEST CONTROL SERVICES**

PROPOSAL FORM

<u>Location</u>	<u>Address</u>	<u>Control Type</u>	<u>Monthly Cost</u>
City Hall	401 South Alamo	A,R,M,S	<u>30.00</u>
City Hall Annex	303 W. Burleson	A,R,M,S	<u>30.00</u>
Central Fire Station	601 S. Grove	A,R,M,S	<u>30.00</u>
Police Station	2101 E. End Blvd. South	A,R,M,S	<u>30.00</u>
Emergency Generator	303 W. Burleson	A	<u>5.00</u>
Fire Station #2	200 Indian Springs	A,R,M,S	<u>15.00</u>
Fire Station #4	101 Hughes	A,R,M,S	<u>15.00</u>
Public Services Garage	1600 Starr	A,R,M,S	<u>10.00</u>
Parks – Crew Room	1110 Warren Dr.	A,R,M,S	<u>10.00</u>
Convention Center	2501 E. End Blvd. South	A,R,M,S	<u>40.00</u>
Library	300 S. Alamo	A,R,M,S	<u>20.00</u>
Public Services Warehouse	627 E. End Blvd. South	A,R,M	<u>10.00</u>
Animal Shelter	607 E. End Blvd. South	A,R,M,S,F,T,L	<u>25.00</u>
Smith Community Center	700 Spring	A,R,M,S	<u>15.00</u>
Lions Community Center	1201 Louisiana	A,R,M,S	<u>15.00</u>
Concessions/Restrooms	1110 Warren Dr.	A,R,M,S	<u>10.00</u>
City Park Restrooms	Pope Street	A,R,M,S	<u>5.00</u>
Warning Siren Controller	4405 Victory Dr.	A	<u>5.00</u>
Warning Siren Controller	1101 N. Speed	A	<u>5.00</u>

Warning Siren Controller	200 W. Carolanne	A	<u>5.00</u>
Warning Siren Controller	Key Street	A	<u>5.00</u>
Warning Siren Controller	I-20 & Hwy. 59 S (IHOP)	A	<u>5.00</u>
Warning Siren Controller	Hwy. 59 N & Jefferson Ave. (Police Station property)	A	<u>5.00</u>
Warning Siren Controller	Loop 390 S. & Hwy 43 W. (Carters Ferry Rd.)	A	<u>5.00</u>
Water Plant Building	605 E. End Blvd. South	A,R,M,S	<u>25.00</u>
City Swimming Pool	1311 Five Notch Rd.	A,R,M,S	<u>10.00</u>
Weisman Building	211 N. Washington	A,R,M,S	<u>25.00</u>
Business Develop. Center	110 S. Bolivar	A,R,M,S	<u>20.00</u>
City Arena	3310 Poplar	A,R,M,S,F,T,L	<u>30.00</u>
Visual Art Center	208 E. Burleson	A,R,M,S	<u>25.00</u>
Golf Course Buildings	4307 Victory Dr.	A,R,M,S	<u>20.00</u>
Downtown Restroom	113 W. Austin	A,R,M,S	<u>5.00</u>
West End Park Concession	204 Hendrix St.	A,R,M,S	<u>10.00</u>

Monthly Total for All Locations

520.00

A - Ants R - Roaches, bugs, etc. M - Mice, rats
 S - Spiders F - Fleas T - Ticks L - Lice

Company Name: Branchi's Pest Control

Contact Telephone #: (903) 934-1414

Authorized Signature: Calvin Branch

Date: 1-31-17

**ATTACHMENT II
PEST CONTROL SERVICES
SPECIFICATIONS**

1. SPECIAL REQUIREMENTS

- The following specifications are intended to list the services that the City of Marshall requires for the following location(s) attached under Attachment I, Bid Proposal Form.
- Charges for any special or incidental treatment, which is outside these specifications, but required by a particular location, shall be negotiated between the bidder and the department director of that building or location.

2. SPECIFICATIONS (MINIMUM)

Treatment:

- A. Cost must include initial in/out treatment.
- B. Treatment must be accomplished monthly during normal City operational hours, which are 8 a.m. till 5 p.m., Monday through Friday.
- C. Treatment in office areas shall be accomplished with low-odor chemicals and should be done as late in the workday as possible.
- D. Treatment shall include monthly spraying and replacement of rodent control devices.
- E. A treatment ticket, signed by a designated City employee for each City facility, must accompany each monthly invoice. Failure to attach the proof of treatment ticket will result in delay or non-payment for each location not verified.

Return Trips: Return trips (defined as trips required between scheduled treatments) shall be serviced at no extra charge if required by a specific location.

Certification: The bidder must show proof that they are qualified to provide this type of service by providing a copy of their license to the City of Marshall. The bidder must also include a copy of the “certified applicators license” for each employee that will be servicing this contract. The City of Marshall will only allow State of Texas certified applicators to treat public facilities; no individuals will be allowed to service City public facilities until a copy of their applicator license is filed with the City – NO EXCEPTIONS.

Insurance Requirements: The bidder must provide the City of Marshall with a “Certificate of Insurance” issued by an insurance company authorized to operate within the State of Texas in the following minimum levels of coverage (NO EXCEPTIONS):

<u>Coverage:</u>	<u>Limits of Liability:</u>
Workers Compensation	Statutory Limits
General Liability:	
Bodily Injury	\$1,000,000
Property Damage	\$1,000,000

Shall be on Comprehensive General Liability form and shall include acts of independent contractors

Motor Vehicle Public Liability:	
Bodily Injury	\$100,000 each person \$300,000 each accident
Property Damage	\$100,000 each accident \$300,000 each accident

Indemnity: Contractor shall provide the defense for, and indemnify and hold harmless, the City from any and all claims, suits, causes of action, and liability arising out of the execution of this contract or in connection with contractor’s use of the premises there under.

Inspection: All bidders are expected to inspect each location or facility covered by this service contract, prior to submitting their bid proposal.

Initial Period of Contract: Contract shall be for the period beginning February 1, 2017 and terminating January 31, 2018. This contract may be extended for a second and third annual period and is additionally conditioned that any annual increase is not higher than the CONSUMER PRICE INDEX for the previous twelve (12) months, as seen by the City’s finance officer.

Compliance with Laws: Contracts shall comply with all Federal and State laws and City ordinances and codes applicable to contractor’s operations under this contract, including Worker’s Compensation insurance with employee’s liability in the amount of statutory limits, if qualified.

The Contractor shall bill the City of Marshall by the end of each month, with payment to be made by the 20th of the next month.

Each City department will provide access to each of the subject locations.

Exceptions to the above specifications and requirements will be considered, but failure to note exceptions, when they exist, may result in rejection of the bid.

All questions concerning specifications and requirements should be referred to the Yvette Graham, Purchasing Manager at 903-935-4421.