

## **SERVICE PROVIDER AGREEMENT**

This SERVICE PROVIDER AGREEMENT (“**Agreement**”) is entered into this 21st day of July, 2021 (“**Effective Date**”), by and between the CITY OF ALAMEDA, a municipal corporation (the “**City**”), and OMEGA TERMITE AND PEST CONTROL, a California corporation, whose address is **807 75<sup>TH</sup> AVENUE, OAKLAND, CALIFORNIA, 94621**, (the “**Provider**”), in reference to the following facts and circumstances:

### **RECITALS**

A. City is a municipal corporation duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California and the Charter of the City.

B. The City is in need of the following services: Pest Control at City of Alameda Facilities. City staff issued a Request for Proposal (RFP) on Tuesday, May 17, 2021 and after a submittal period of 21 days received three submitted proposals on June 8, 2021. Staff reviewed the proposals and selected the service provider that best meets the City’s needs.

C. Provider is specially trained, experienced and competent to perform the special services which will be required by this Agreement.

D. City and Provider desire to enter into an agreement for Pest Control at City of Alameda Facilities (Various Locations), upon the terms and conditions herein.

### **AGREEMENT**

NOW, THEREFORE, in consideration of the forgoing, which are incorporated herein by reference, and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the City and Provider agree as follows:

#### **1. TERM:**

The term of this Agreement shall commence on the 21st day of July 2021, and shall terminate on the 20th day of July 2026, unless terminated earlier as set forth herein.

#### **2. SERVICES TO BE PERFORMED:**

Provider agrees to do all necessary work at its own cost and expense, to furnish all labor, tools, equipment, materials, except as otherwise specified, and to do all necessary work included in Exhibit A as requested. The Provider acknowledges that the work plan included in Exhibit A is tentative and does not commit the City to request Provider to perform all tasks included therein.

#### **3. COMPENSATION TO PROVIDER:**

a. By the 7<sup>th</sup> day of each month, Provider shall submit to the City an invoice for the total amount of work done the previous month. Pricing and accounting of charges are to be according to the fee schedule as set forth in Exhibit A and incorporated herein by this reference.

Extra work must be approved in writing by the City Manager or his/her designee prior to performance and shall be paid on a Time and Material basis as set forth in Exhibit A.

b. Compensation for work done under this Agreement, shall not exceed as follows:

FY 21-22 total compensation shall not exceed \$28,020.48  
FY 22-23 total compensation shall not exceed \$28,520.62  
FY 23-24 total compensation shall not exceed \$29,091.03  
FY 24-25 total compensation shall not exceed \$29,672.85  
FY 25-26 total compensation shall not exceed \$30,266.31  
Total five year compensation shall not exceed **\$145,571.29**

Use of contingency shall be for items of work outside the original scope and requires prior written authorization by the City.

4. **TIME IS OF THE ESSENCE:**

Provider and City agree that time is of the essence regarding the performance of this Agreement.

5. **STANDARD OF CARE:**

Provider agrees to perform all services hereunder in a manner commensurate with the prevailing standards of like professionals or service providers, as applicable, in the San Francisco Bay Area and agrees that all services shall be performed by qualified and experienced personnel who are not employed by the City.

6. **INDEPENDENT PARTIES:**

Provider hereby declares that Provider is engaged as an independent business and Provider agrees to perform the services as an independent contractor. The manner and means of conducting the services and tasks are under the control of Provider, except to the extent they are limited by statute, rule or regulation and the express terms of this Agreement. No civil service status or other right of employment will be acquired by virtue of Provider's services. None of the benefits provided by City to its employees, including but not limited to unemployment insurance, workers' compensation plans, vacation and sick leave are available from City to Provider, its employees or agents. Deductions shall not be made for any state or federal taxes, FICA payments, PERS payments, or other purposes normally associated with an employer-employee relationship from any compensation due to Provider. Payments of the above items, if required, are the responsibility of Provider.

7. **IMMIGRATION REFORM AND CONTROL ACT (IRCA):**

Provider assumes any and all responsibility for verifying the identity and employment authorization of all of its employees performing work hereunder, pursuant to all applicable IRCA or other federal, or state rules and regulations. Provider shall indemnify, defend, and hold City harmless from and against any loss, damage, liability, costs or expenses arising from any noncompliance of this provision by Provider.\

**8. NON-DISCRIMINATION:**

Consistent with the City's policy and state and federal law that harassment and discrimination are unacceptable conduct, Provider and its employees, contractors, and agents shall not harass or discriminate against any job applicant, City employee, or any other person on the basis of any kind of any statutorily (federal, state or local) protected class, including but not limited to: race, religious creed, color, national origin, ancestry, physical disability (including HIV and AIDS), mental disability, medical condition (ex. Cancer), genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, pregnancy, political affiliation, military and veteran status or legitimate Union activities. Provider agrees that any violation of this provision shall constitute a material breach of this Agreement.

**9. HOLD HARMLESS:**

a. Provider shall indemnify, defend, and hold harmless the City, its City Council, boards, commissions, officials, employees, and volunteers ("**Indemnitees**") from and against any and all loss, damages, liability, claims, suits, costs and expenses whatsoever, including reasonable attorneys' fees ("**Claims**"), arising from or in any manner connected to Provider's negligent, reckless or intentional act or omission, whether alleged or actual, regarding performance of services or work conducted or performed pursuant to this Agreement. If Claims are filed against Indemnitees which allege negligence, recklessness or willful misconduct on behalf of the Provider, Provider shall have no right of reimbursement against Indemnitees for the costs of defense even if negligence, recklessness or willful misconduct is not found on the part of Provider. However, Provider shall not be obligated to indemnify Indemnitees from Claims arising from the sole negligence or willful misconduct of Indemnitees.

b. **Indemnification for Claims for Professional Liability Only:** As to Claims for professional liability only, Provider's obligation to defend Indemnitees (as set forth above) is limited as provided in California Civil Code Section 2782.8.

c. Provider's obligation to indemnify, defend and hold harmless Indemnities shall expressly survive the expiration or early termination of this Agreement.

**10. INSURANCE:**

a. On or before the commencement of the terms of this Agreement, Provider shall furnish the City's Risk Manager with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of insurance coverage in compliance with subsections 10A, B, C and D. Such certificates, which do not limit Provider's indemnification, shall also contain substantially the following statement:

"Should any of the above insurance covered by this certificate be canceled or coverage reduced before the expiration date thereof, the insurer affording coverage shall provide ten (10) days' advance written notice to the City of Alameda. Attention: Risk Manager."

b. It is agreed that Provider shall maintain in force at all times during the performance of this Agreement all appropriate coverage of insurance required by this Agreement

with an insurance company that is acceptable to City and licensed to do insurance business in the State of California.

c. Provider shall deliver updated insurance certificates to the City at the address described in Section 17.f. prior to the expiration of the existing insurance certificate for the duration of the term of Agreement. Endorsements naming the City, its City Council, boards, commissions, officials, employees, and volunteers as additional insured shall be submitted with the insurance certificates.

\_\_\_\_\_  
Provider Initials

A. COVERAGE:

Provider shall maintain the following insurance coverage:

(1) Workers' Compensation:

Statutory coverage as required by the State of California.

(2) Liability:

Commercial general liability coverage in the following minimum limits:

Bodily Injury:	\$1,000,000 each occurrence
	\$1,000,000 aggregate - all other

Property Damage:	\$1,000,000 each occurrence
	\$1,000,000 aggregate

If submitted, combined single limit policy with aggregate limits in the amounts of \$1,000,000 will be considered equivalent to the required minimum limits shown above. Additional Insured Endorsement naming the City, its City Council, boards, commissions, officials, employees, and volunteers is required.

(3) Automotive:

Comprehensive automobile liability coverage (any auto) in the following minimum limits:

Bodily injury:	\$1,000,000 each occurrence
Property Damage:	\$1,000,000 each occurrence

or

Combined Single Limit:	\$1,000,000 each occurrence
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Additional Insured Endorsement naming the City, its City Council, boards, commissions, officials, employees, and volunteers is required

(4) Pollution Prevention:

Legal liability required for hazardous materials excavation in the amount of \$1,000,000 each occurrence.

**B. SUBROGATION WAIVER:**

Provider agrees that in the event of loss due to any of the perils for which it has agreed to provide comprehensive general and automotive liability insurance, Provider shall look solely to its insurance for recovery. Provider hereby grants to City, on behalf of any insurer providing comprehensive general and automotive liability insurance to either Provider or City with respect to the services of Provider herein, a waiver of any right to subrogation which any such insurer of said Provider may acquire against City by virtue of the payment of any loss under such insurance.

**C. FAILURE TO SECURE:**

If Provider at any time during the term hereof should fail to secure or maintain the foregoing insurance, City shall be permitted to obtain such insurance in the Provider's name or as an agent of the Provider and shall be compensated by the Provider for the costs of the insurance premiums at the maximum rate permitted by law and computed from the date written notice is received that the premiums have not been paid.

**D. ADDITIONAL INSURED:**

City, its City Council, boards, commissions, officials, employees, and volunteers shall be named as an additional insured under all insurance coverages, except workers' compensation and professional liability insurance. The naming of an additional insured shall not affect any recovery to which such additional insured would be entitled under this policy if not named as such additional insured. An additional insured named herein shall not be held liable for any premium, deductible portion of any loss, or expense of any nature on this policy or any extension thereof. Any other insurance held by an additional insured shall not be required to contribute anything toward any loss or expense covered by the insurance provided by this policy.

**E. SUFFICIENCY OF INSURANCE:**

The insurance limits required by City are not represented as being sufficient to protect Provider. Provider is advised to consult Provider's insurance broker to determine adequate coverage for Provider.

**11. CONFLICT OF INTEREST:**

Provider warrants that it is not a conflict of interest for Provider to perform the services required by this Agreement. Provider may be required to fill out a conflict of interest form if the services provided under this Agreement require Provider to make certain governmental decisions or serve in a staff capacity as defined in Title 2, Division 6, Section 18700 of the California Code of Regulations.

**12. PROHIBITION AGAINST TRANSFERS:**

a. Provider shall not assign, sublease, hypothecate, or transfer this Agreement, or any interest therein, directly or indirectly, by operation of law or otherwise, without prior written consent of the City Manager. Provider shall submit a written request for consent to transfer to the City Manager at least thirty (30) days in advance of the desired transfer. The City Manager or his or her designee may consent or reject such request in his/her sole and absolute discretion. Any attempt to do so without said consent shall be null and void, and any assignee, sublessee, hypothecate or transferee shall acquire no right or interest by reason of such attempted assignment,



hypothecation or transfer. However, claims for money against the City under this Agreement may be assigned by Provider to a bank, trust company or other financial institution without prior written consent.

b. The sale, assignment, transfer or other disposition of any of the issued and outstanding capital stock of Provider, or of the interest of any general partner or joint venturer or syndicate member or cotenant, if Provider is a partnership or joint venture or syndicate or cotenancy, which shall result in changing the control of Provider, shall be construed as an assignment of this Agreement. Control means fifty percent or more of the voting power of the corporation.

### **13. APPROVAL OF SUB-PROVIDERS:**

a. Only those persons and/or businesses whose names and resumés are attached to this Agreement shall be used in the performance of this Agreement. However, if after the start of this Agreement, Provider wishes to use sub-providers, at no additional costs to the City, then Provider shall submit a written request for consent to add sub-providers including the names of the sub-providers and the reasons for the request to the City Manager at least five (5) days in advance. The City Manager may consent or reject such requests in his/her sole and absolute discretion.

b. Each sub-provider shall be required to furnish proof of workers' compensation insurance and shall also be required to carry general, automobile and professional liability insurance (as applicable) in reasonable conformity to the insurance carried by the Provider. In addition, any tasks or services performed by sub-providers shall be subject to each provision of this Agreement.

c. The requirements in this Section 13 shall not apply to persons who are merely providing materials, supplies, data or information which the Provider then analyzes and incorporates into its work product.

### **14. PERMITS AND LICENSES:**

Provider, at its sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, certificates and licenses, including a City Business License that may be required in connection with the performance of the services and tasks hereunder.

### **15. REPORTS:**

a. Each and every report, draft, work product, map, record and other document produced, prepared or caused to be prepared by Provider pursuant to or in connection with this Agreement shall be the exclusive property of City.

b. No report, information or other data given to or prepared or assembled by Provider pursuant to this Agreement shall be made available to any individual or organization by Provider without prior approval of the City Manager or his/her designee.

c. Provider shall, at such time and in such form as City Manager or his/her designee may require, furnish reports concerning the status of services and tasks required under this Agreement.

**16. RECORDS:**

a. Provider shall maintain complete and accurate records with respect to the services, tasks, work, documents and data in sufficient detail to permit an evaluation of the Provider's performance under the Agreement, as well as maintain books and records related to sales, costs, expenses, receipts and other such information required by City that relate to the performance of the services and tasks under this Agreement (collectively the "**Records**").

b. All Records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Provider shall provide free access to the Records to the representatives of City or its designees during regular business hours upon reasonable prior notice. The City has the right to examine and audit the Records, and to make copies or transcripts therefrom as necessary, and to allow inspection of all proceedings and activities related to this Agreement. Such Records, together with supporting documents, shall be kept separate from other documents and records and shall be maintained by Provider for a period of three (3) years after receipt of final payment.

c. If supplemental examination or audit of the Records is necessary due to concerns raised by City's preliminary examination or audit of records, and the City's supplemental examination or audit of the records discloses a failure to adhere to appropriate internal financial controls, or other breach of this Agreement or failure to act in good faith, then Provider shall reimburse the City for all reasonable costs and expenses associated with the supplemental examination or audit.

**17. NOTICES:**

a. All notices shall be in writing and delivered: (i) by hand; or (ii) sent by registered, express, or certified mail, with return receipt requested or with delivery confirmation requested from the U.S. postal service; or (iii) sent by overnight or same day courier service at the party's respective address listed in this Section.

b. Each notice shall be deemed to have been received on the earlier to occur of: (x) actual delivery or the date on which delivery is refused; or (y) three (3) days after notice is deposited in the U.S. mail or with a courier service in the manner described above (Sundays and City holidays excepted).

c. Either party may, at any time, change its notice address (other than to a post office box address) by giving the other party three (3) days prior written notice of the new address.

d. All notices, demands, requests, or approvals from Provider to City shall be addressed to City at:

City of Alameda  
Maintenance Service Center  
1616 Fortmann Way  
Alameda, CA 94501  
ATTENTION: Ricardo De La Torre  
Ph: (510) [919-9348]/Email: rdelatorre@alamedaca.gov

e. All notices, demands, requests, or approvals from City to Provider shall be addressed to Provider at:

Omega Pest Control  
Attn: Matt  
807 75<sup>th</sup> Avenue  
Oakland, CA 94621  
Ph: (510) 562-1333  
Email: [matt@omegapest.com](mailto:matt@omegapest.com)

f. All updated insurance certificates from Provider to City shall be addressed to City at:

City of Alameda  
Maintenance Service Center  
1616 Fortmann Way  
Alameda, CA 94501  
ATTENTION: Gail Carlson  
Ph: (510) [919-9326]/Email [gcarlson@alamedaca.gov](mailto:gcarlson@alamedaca.gov)

**18. SAFETY:**

a. The Provider will be solely and completely responsible for conditions of all vehicles owned or operated by Provider, including the safety of all persons and property during performance of the services and tasks under this Agreement. This requirement will apply continuously and not be limited to normal working hours. In addition, Provider will comply with all safety provisions in conformance with U.S. Department of Labor Occupational Safety and Health Act, any equivalent state law, and all other applicable federal, state, county and local laws, ordinances, codes, and any regulations that may be detailed in other parts of the Agreement. Where any of these are in conflict, the more stringent requirements will be followed. The Provider's failure to thoroughly familiarize itself with the aforementioned safety provisions will not relieve it from compliance with the obligations and penalties set forth herein.

b. The Provider will immediately notify the City within 24 hours of any incident of death, serious personal injury or substantial property damage that occurs in connection with the performance of this Agreement. The Provider will promptly submit to the City a written report of all incidents that occur in connection with this Agreement. This report must include the following information: (i) name and address of injured or deceased person(s); (ii) name and address of Provider's employee(s) involved in the incident; (iii) name and address of Provider's liability insurance carrier; (iv) a detailed description of the incident; and (v) a police report.

**19. TERMINATION:**

a. In the event Provider fails or refuses to perform any of the provisions hereof at the time and in the manner required hereunder, Provider shall be deemed in default in the performance of this Agreement. If such default is not cured within two (2) business days after receipt by Provider from City of written notice of default, specifying the nature of such default and the steps necessary to cure such default, City may thereafter immediately terminate the Agreement forthwith by giving to the Provider written notice thereof.



b. The foregoing notwithstanding, City shall have the option, at its sole discretion and without cause, of terminating this Agreement by giving seven (7) days' prior written notice to Provider as provided herein.

c. Upon termination of this Agreement either for cause or for convenience, each party shall pay to the other party that portion of compensation specified in this Agreement that is earned and unpaid prior to the effective date of termination. The obligation of the parties under this Section 19.c. shall survive the expiration or early termination of this Agreement.

**20. ATTORNEYS' FEES:**

In the event of the bringing of any action or suit by a party hereto against the other party by reason of any breach of any covenants, conditions, obligation or provision arising out of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all of its costs and expenses of the action or suit, including reasonable attorneys' fees, experts' fees, all court costs and other costs of action incurred by the prevailing party in connection with the prosecution or defense of such action and enforcing or establishing its rights hereunder (whether or not such action is prosecuted to a judgment). For the purposes of this Agreement, reasonable fees of attorneys of the Alameda City Attorney's office shall be based on the fees regularly charged by private attorneys with the equivalent number of years of experience in the subject matter area of the law for which the services were rendered who practice in Alameda County in law firms with approximately the same number of attorneys as employed by the Alameda City Attorney's Office.

**21. COMPLIANCE WITH ALL APPLICABLE LAWS:**

During the term of this Agreement, Provider shall keep fully informed of all existing and future state and federal laws and all municipal ordinances and regulations of the City of Alameda which affect the manner in which the services or tasks are to be performed by the Provider, as well as all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. Provider shall comply with all applicable laws, state and federal and all ordinances, rules and regulations enacted or issued by City.

**22. CONFLICT OF LAW:**

This Agreement shall be interpreted under, and enforced by the laws of the State of California without regard to any choice of law rules which may direct the application of laws of another jurisdiction. The Agreement and obligations of the parties are subject to all valid laws, orders, rules, and regulations of the authorities having jurisdiction over this Agreement (or the successors of those authorities). Any suits brought pursuant to this Agreement shall be filed with the courts of the County of Alameda, State of California.

**23. WAIVER:**

A waiver by City of any breach of any term, covenant, or condition contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained herein, whether of the same or a different character.

**24. INTEGRATED CONTRACT:**

The Recitals and Exhibits are a material part of this Agreement and are expressly incorporated herein. This Agreement represents the full and complete understanding of every kind or nature whatsoever between the parties hereto, and all preliminary negotiations and agreements of whatsoever kind or nature are merged herein. No verbal agreement or implied covenant shall be held to vary the provisions hereof. Any modification of this Agreement will be effective only by written execution signed by both City and Provider.

**25. CAPTIONS:**

The captions in this Agreement are for convenience only, are not a part of the Agreement and in no way affect, limit or amplify the terms or provisions of this Agreement.

**26. COUNTERPARTS:**

This Agreement may be executed in any number of counterparts (including by fax, PDF, DocuSign, or other electronic means), each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

**27. SIGNATORY:**

By signing this Agreement, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement.

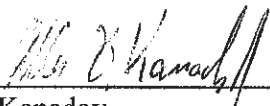
**28. CONTROLLING AGREEMENT:**

In the event of a conflict between the terms and conditions of this Agreement and any other terms and conditions wherever contained, including, without limitation, terms and conditions included within exhibits, the terms and conditions of this Agreement shall control and be primary.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

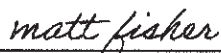
IN WITNESS WHEREOF, the parties have each caused this Agreement to be duly executed on its behalf as of the Effective Date.

COMPANY  
a California corporation

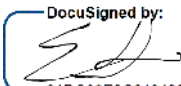
  
\_\_\_\_\_  
Allen Kanaday  
President

CITY OF ALAMEDA  
a municipal corporation

\_\_\_\_\_  
Eric J. Levitt  
City Manager

  
\_\_\_\_\_  
Matthew Fisher  
General Manager

RECOMMENDED FOR APPROVAL

DocuSigned by:  
  
\_\_\_\_\_  
21DC39E8C019480...  
Erin Smith  
Public Works Director

APPROVED AS TO FORM:  
City Attorney

DocuSigned by:  
  
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Brian Whitley of Best, Best & Krieger  
Special Counsel



June 3, 2021

Exhibit A

City of Alameda  
1616 Fortmann Way  
Alameda, CA 94501

Re: Pest Control Bid

Omega Termite Control was established in 1975 by Dick Bockius with a primary focus on serving the real estate community. As a long-time member of this community, Allen "Al" Kanady joined Bockius and began strengthening the ties between Omega and local realtors. Al was thrilled when a couple of years later his son decided to join the team.

Allen Kandy started working for the company in 1978 after graduating from the University of California, Davis. Beginning as an inspector, Allen literally learned the business from the ground up! He eventually gleaned a command for every aspect of the organization and purchased Omega Termite in 1981.

Omega added general contracting services in 1981 and pest control services in 1985. Allen has always been incredibly involved with his industry including serving as the President of The Pest Control Operators of California, the state's trade association. Through dedicated efforts of long-time employees, Omega Termite and Pest Control has grown into one of the most respected companies in Northern California.

Omega Termite and Pest Control is a family-run business, with 3 generations having worked here. We bring a sense of family to our customers. Our goal is to deliver unparalleled customer service while developing personal relationships with our clients. Each and every member of the Omega family understands that the homes and businesses of our clients are critically important and must be treated with respect. We take pride in providing services that create a sense of safety and security.

The owner has maintained his family residence in Alameda since 1987. Omega Termite and Pest Control also provides pest control services for the City of Alameda Dept. of Public Works and has done so since 2004.

Omega Termite and Pest Control currently has 18 full time employees. The office is conveniently located in Oakland and allows us to service the entire San Francisco Bay Area.

Allen Kanady, President/Owner

Allen Kanady has been the owner of Omega Termite and Pest Control for over 40 years. Starting from the bottom of the company, Allen worked his way up and was able to purchase the company in 1981.



With over 40 years of experience, Allen Kanady is known throughout California as a respected operator and leader. Some of his accomplishments include serving on the committee that literally wrote the rules for our industry, being a founding member of our industry's statewide insurance program and being elected president of the Pest Control Operators of California.

In addition to running a successful business, Allen has taken great pride in paying all his employees a living wage and treating them with respect and dignity. This has led to celebrated loyalty from the staff with many employees working at Omega for multiple decades.

Matt Fisher, General Manager

Our pest control dept. general manager has over 30 years of hands-on pest control experience. He has held many positions at Omega and worked his way up from an application trainee to field rep, route manager, service manager to current position of general manager. He is involved with the daily operations of the dept. He oversees all aspects of the pest control dept. which include scheduling, responding to customer complaints or concerns, answering technical questions, overseeing large contracts, conducting safety meeting for all service personnel, coordinating in house training, site evaluations and quality control inspections just to name a few. Over the years he has overseen services for municipalities, GSA, transit districts, Housing Authorities as well as military installations and properties run by the Dept. Transportation. He has completed 1000s of hours of continuing education and maintains certifications for Healthy Schools Act, Green Pro and Quality Pro Programs.

Stuart Kanady, Branch 2 Service Technician

Stuart is a licensed Branch 2 field representative and has been the technician currently providing the pest control services for this contract since 2018. He completes his continuing education requirements for each license renewal period. He also has completed training for Healthy Schools act compliance as well as Green Pro Certification. Stuart also serves as the Treasurer for the Bay Area District of the Pest Control Operators of California. This is our professional trade organization that meets on a monthly basis to discuss training, changes to our industry, and regulatory updates that affect how we complete our services. Stuart has been licensed since 2013.

Omega Termite and Pest Control has a written pesticide safety training program. Each employee is required to complete training and label review for each pesticide that we have available for use. We also conduct in house safety meetings on a monthly basis. These meetings are used to review product labels and to inform technicians of industry updates of product changes that affect them. Omega has a written respiratory safety program as well as a ladder and fall protection safety program. Each year Omega technicians undergo a respirator fit test to ensure their safety equipment is functioning properly. Omega Termite and Pest Control recently had our yearly office and pesticide storage inspection conducted by the Alameda County Agricultural Dept. No deficiencies or violations were noted in our inspection report.

Omega Termite and Pest Control has never been involved in litigation, bankruptcy, or reorganization. No officers or employees have been disqualified, removed or otherwise prevented from proposing on, or completing a federal, state or local government projects.

Exhibit B

Omega Termite and Pest Control agrees with the terms and specifications of this RFP. There are no exceptions.

Thank you,

A handwritten signature in blue ink, appearing to read 'Matthew Fisher', is positioned above the printed name.

Matthew Fisher  
General Manager  
Omega Pest Control Inc.

**Exhibit C. Project Pricing**  
**Pest Control at City of Alameda Facilities**

The person signing this Project Pricing must be a legal representative of the firm authorized to bind the firm to an agreement in the event of the award.

Business Name: Omega Termite and Pest Control Inc.

Business Address: 807 75th Ave Oakland CA 94621

Zip Code: 94621

Name of Person Signing on Behalf of Firm: Matthew Fisher

Title of Person Signing on Behalf of Business: General Manager

Signature of Person on Behalf of Firm



Dated: 06/03/2021

Phone 510-562-1333

List any Sub-Service Providers to be used in the performance of this contract:

Name	Address	Work to be Performed
<hr/>		
<hr/>		



Unit prices are to include and cover the furnishing of all labor, materials, equipment, incidentals, and any other overhead necessary to perform the work described in the Scope of Services in a manner specified in the Project Specifications. Proposal prices are also to include any required reporting to the City of work performed.

<b>Facility</b>	<b>Address</b>	<b>Bid for Monthly Service (Odd)</b>
Main Library	1550 Oak Street	\$ 81.81
Building 134, Gym	1101 W. Redline	\$ 81.81
Building 60, Officer's Club	641 W. Redline	\$ 81.81
Building 397, APD Storage	1851 Monarch	\$ 81.81
Building 76, Swim Pool	1111 W. Redline	\$ 81.81
Building 2, Wing 2	1025 W. Midway	\$ 81.81
City Hall West	950 W. Mall Square	\$ 81.81
Godfrey Park Rec Center	281 Beach Road	\$ 81.81
Krusi Park Rec Center	High Street	\$ 81.81
Lydecker Park Rec Center	3225 Mecartney	\$ 81.81
Lincoln Park Rec Center	1450 High Street	\$ 81.81
Mastick Senior Center	1155 Santa Clara	\$ 81.81
Maintenance Service Center	1616 Fortmann	\$ 81.81
ARPD	2226 Santa Clara	\$ 81.81
Tillman Park Rec Center	220 Aughinbaugh	\$ 81.81
Washington Park Rec Center	740 Central	\$ 81.81
Woodstock Park Rec Center	351 Cypress	\$ 81.81
BFI Library	3221 Mecartney	\$ 81.81
West End Library	788 Santa Clara	\$ 81.81
Longfellow Park Rec Center	520 Lincoln	\$ 81.81
<b>Facility</b>	<b>Address</b>	<b>Bid for Monthly Service (Odd)</b>
Bayport Rec Center	301 Jack London	\$ 81.81
City Hall	2263 Santa Clara	\$ 81.81
Main Street Ferry Terminal	2900 Main Street	\$ 81.81
Fire Station #1	2401 Encinal	\$ 81.81
Fire Station #2	635 Pacific	\$ 81.81
Fire Station #3/EOC	1809 Grand	\$ 81.81
Fire Station #4	2595 Mecartney	\$ 81.81
Fire Station #5	950 W. Ranger	\$ 81.81
Franklin Rec Center	1432 San Antonio	\$ 81.81
Jean Sweeney Rec Center	1925 Sherman	\$ 81.81
LittleJohn Rec Center	1401 Pacific	\$ 81.81
McKinley Rec Center	2165 Buena Vista	\$ 81.81
Alameda Police Department	1555 Oak Street	\$ 81.81
Veterans Hall	2203 Central	\$ 81.81
Fleet Garage	2040 Grand	\$ 81.81



Civic Center Parking Garage	1416 Oak Street	\$ 81.81
AP Modular Restroom	1101 West Redline	\$ 81.81
		<b>Bid for Cost Per Incident</b>
Termite Control 12 each	Per Incident	\$ 88.97
Mammal Trapping 12 each	Per Incident	\$ 193.78
Bee Control 12 each	Per Incident	\$ 166.09

**TOTAL COST FOR 12 MONTH PERIOD**

\$25,020.48



Signature of Bidder

Omega Termite and Pest Control Inc. 510-562-1333

Company Name and Phone Number, Please Print Legibly

## REFERENCES FORM

1. Company Name: BART  
Description of Facility: 71 buildings or facilities treated monthly  
Current contract in excess of \$7000.00 a month.  
Contact Person: Patrick Emmons  
Address: 300 Lakeside Dr 22nd floor Oakland  
Phone Number: 510-299-0861  
E-mail Address: pemmons@bart.gov
  
2. Company Name: City of Oakland  
Description of Facility: City owned, managed commercial, residential  
properties. Current contract exceeds \$50,000  
Contact Person: Victor Sanchez  
Address: 1 Frank H. Ogawa Plaza Oakland  
Phone Number: 510-615-5517  
E-mail Address: vsanchez@oaklandca.gov
  
3. Company Name: City of Alameda  
Description of Facility: Buildings, parks, and recreation facilities  
Contact Person: Ricardo De La Torre  
Address: 1616 Fortman Way Alameda  
Phone Number: 510-747-7923  
E-mail Address: rdelatorre@alamedaca.gov



# CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)  
11/03/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER LIC #CA LIC 0B2 1-877-220-0000  
Edgewood Partners Insurance Center (EPIC)  
[Sacramento Branch - Branch ID 15559]  
PO BOX 2110

CONTACT NAME: April Morgan  
PHONE (A/C, No, Ext): 916-974-4618 FAX (A/C, No):  
E-MAIL: April.Morgan@epicbrokers.com  
ADDRESS:

Rancho Cordova, CA 95670

INSURED  
Omega Termite and Pest Control, Inc.

807 75th Ave

Oakland, CA 94621

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: NOVA CAS CO	42552
INSURER B: Clear Spring Property and Casualty Co.	15563
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

## COVERAGES

CERTIFICATE NUMBER: 60683653

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	X COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Pesticide/ <input checked="" type="checkbox"/> Herbicide GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		POCML1000020504	10/31/20	10/01/21	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	X AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY		POCML1000020504	10/31/20	10/01/21	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Comp/Coll \$ 1,000
A	X UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION \$ 10,000		POCUM1000008802	10/31/20	10/10/21	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	CSWC00030601	10/01/20	10/01/21	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

re: All work performed by named insured as per written contract. Additional Insured: City of Alameda. When required by written contract, additional insured status with primary coverage and waiver of subrogation apply to General Liability and Automobile Liability, all per the attached endorsements.

DocuSigned by:

Lisa Cooper

6/28/2021

913685A0DE0642C...

CANCELLATION

## CERTIFICATE HOLDER

City of Alameda

1616 Fortmann Way

Alameda,, CA 94501

USA

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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 ACORD 25 (2016/03)  
Bfag11ano  
60683653

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POLICY NUMBER: POC-ML-10000205-04

COMMERCIAL GENERAL LIABILITY  
CG 20 10 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
ANY PERSON OR ORGANIZATION WHEN REQUIRED BY WRITTEN CONTRACT THAT YOU HAVE AGREED TO PRIOR TO A LOSS.	Work performed by Named Insured.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.



- C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;  
whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



POLICY NUMBER: POC-ML-10000205-04

COMMERCIAL GENERAL LIABILITY  
CG 20 37 04 13

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### **SCHEDULE**

<b>Name Of Additional Insured Person(s) Or Organization(s)</b>	<b>Location And Description Of Completed Operations</b>
ANY PERSON OR ORGANIZATION WHEN REQUIRED BY WRITTEN CONTRACT THAT YOU HAVE AGREED TO PRIOR TO A LOSS.	Work performed by Named Insured.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

POLICY NUMBER: POC-ML-10000205-04

COMMERCIAL GENERAL LIABILITY  
CG 24 04 05 09

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ENV 13989

## WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### SCHEDULE

**Name Of Person Or Organization:**

Applies to Any Person or Organization when such waiver is required by a written Contract that you have agreed to prior to loss.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV - Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

Policy Number: POC-ML-10000205-04

COMMERCIAL GENERAL LIABILITY

**THIS ENDORSEMENT CHANGES THE POLICY - PLEASE READ IT CAREFULLY**

**PRIMARY AND NON-CONTRIBUTING INSURANCE**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE FORM

The following is added to **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 4:

**Section IV: Commercial General Liability Conditions**

**4. Other Insurance:**

Notwithstanding the provisions of sub-paragraphs a, b, and c of this paragraph 4, with respect to the Third Party as defined below, it is understood and agreed that in the event of a claim or "suit" arising out of the Named Insured's negligence, this insurance shall be primary and any other insurance maintained by the additional insured named as the Third Party below shall be excess and non-contributory.

This endorsement applies only to those third parties required to be named as an Additional Insured as Primary and Non-Contributory coverage specified in a written contract with the Named Insured under this policy, entered into prior to the "loss" or "occurrence".

The Third Party to whom this endorsement applies is:

ANY PERSON OR ORGANIZATION WHEN REQUIRED BY WRITTEN CONTRACT THAT YOU  
HAVE AGREED TO PRIOR TO A LOSS

All other terms, conditions and exclusions under this policy remain unchanged.



Policy Number: POC-ML-10000205-04

COMMERCIAL AUTO

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**WAIVER OF TRANSFER OF RIGHTS OF  
RECOVERY AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM

**SCHEDULE**

**Name of Person or Organization:**

ANY PERSON OR ORGANIZATION WHEN REQUIRED BY WRITTEN CONTRACT THAT YOU HAVE  
AGREED TO PRIOR TO A LOSS.

**Any person or organization when such waiver is required by a written contract that you have  
agreed to prior to loss.**

(If no entry appears above, information required to complete this endorsement will be shown in the  
Declarations as applicable to this endorsement.)

The Transfer of Rights of Recovery Against Others to Us condition (**SECTION IV - BUSINESS AUTO  
CONDITIONS**) is amended by the addition of the following:

We waive the right of recovery we may have against the person or organization shown in the Schedule  
above because of payments we make for injury or damage arising out of your ongoing operations. This  
waiver applies only to the person or organization designated in the Schedule.

Policy Number: POC-ML-10000205-04

COMMERCIAL AUTO

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**BLANKET ADDITIONAL INSURED - BY CONTRACT**

This endorsement modifies Insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM****Name of Person or Organization as an Additional Insured:**

Any person or organization required to be named as an Additional Insured in a written contract with the Named Insured under this policy, entered into prior to the "loss" or "occurrence".

**Effective Date:** 10/31/2020

It is hereby agreed that **SECTION II A. 1. - Who is an insured** is amended to include as an insured the person or organization, trustee, estate or Governmental entity to whom or to which you are obligated, by virtue of a legally enforceable written contract or by the issuance or existence of a permit, to provide insurance such as is afforded by this policy, but only with respect to operations performed by you or on your behalf or to facilities used by you and then only for the limits of liability specified in such contract, but in no event for limits of liability in excess of the applicable limits of liability of this policy; provided that such person, organization, trustee, estate or Governmental entity shall be an insured only with respect to such "loss" or "accident" taking place after such written contract has been executed or such permit has been issued.

Coverage under this endorsement applies only as respects a legally enforceable written contract or permit with the named insured under this policy and only for liability arising out of or relating to the Named Insured's negligence.

It is further understood and agreed that Irrespective of the number of entities named as insureds under this policy in no event shall the Company's limits of liability exceed the limits of liability designated in the Declarations of this policy.

All other terms, conditions and exclusions under the policy are applicable to this endorsement and remain unchanged.

**WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY****WC 04 03 06****(Ed. 04-84)**

6 OF 6 F

ENV 13989

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT -  
CALIFORNIA**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2.50 % of the California workers' compensation premium otherwise due on such remuneration.

**SCHEDULE****PERSON OR ORGANIZATION****JOB DESCRIPTION**

Any Person or Organization for which the insured has agreed by written contract executed prior to loss to furnish this waiver. /  
Omega Termite and Pest Control, Inc.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective **10/1/2020 12:01 AM**Policy No. **CS-WC- 000306-01**Endorsement No. **0**Insured **Omega Termite and Pest Control, Inc.**Premium **\$37,069**

Insurance Company **Clear Spring Property and Casualty  
Company**

Countersigned by