

AMENDMENT TO CONTRACT
Annual Services
Pest Control
Bid No. 16-031
City of Lincoln, Lancaster County and
City of Lincoln-Lancaster County Public Building Commission
Renewal with Additional Services
Orkin LLC

This Amendment is hereby entered into by and between Orkin LLC, 1740 Adams Street, Lincoln, NE 68521 (hereinafter "Contractor") and the City of Lincoln, Lancaster County and the City of Lincoln-Lancaster County Public Building Commission (hereinafter "Owners"), for the purpose of amending the Contract dated April 4, 2016 executed under City Executive Order No. 89277, and County Contract C-16-0154, dated April 5, 2016, and executed by the City of Lincoln-Lancaster County Public Building Commission, on April 12, 2016, for Annual Services - Pest Control, Bid No. 16-031, which is made a part of this amendment by this reference.

WHEREAS, the original term of the Contract is April 12, 2016 through April 11, 2017, with the option to renew for three (3) additional one (1) year terms upon written mutual consent by all parties; and

WHEREAS, the Contract was amended by City Executive Order No. 90577, executed by the City on April 14, 2017, and by County Contract C-17-0269 executed by the County Board on April 11, 2017, and executed by the City of Lincoln-Lancaster County Public Building Commission on April 11, 2017, to renew the contract for an additional one (1) year term from April 12, 2017 through April 11, 2018; and

WHEREAS, the parties hereby renew the Contract for an additional one (1) year term beginning April 12, 2018 through April 11, 2019; and

WHEREAS, the parties hereby amend the Contract to add additional services, per Attachment A; and

WHEREAS, the expenditures for the City of Lincoln for the term of this renewal shall not exceed \$19,250.00 without approval by the City of Lincoln; and

WHEREAS, the expenditures for Lancaster County for the term of this renewal shall not exceed \$0.00 without approval by the Lancaster County Board; and

WHEREAS, the expenditures for the City of Lincoln-Lancaster County Public Building Commission for the term of this renewal shall not exceed \$13,000.00 without approval by the Public Building Commission; and

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in the Contract under City Executive Order No. 89277 and County Contract C-16-0154, all amendments thereto, and as stated herein, the parties agree as follows:

- 1) The parties hereby renew the Contract for an additional one (1) year term beginning April 12, 2018 through April 11, 2019.
- 2) The parties hereby amend the Contract to add additional services, per Attachment A.
- 3) The expenditures for the City of Lincoln for the term of this renewal shall not exceed \$19,250.00 without approval by the City of Lincoln.
- 4) The expenditures for Lancaster County for the term of this renewal shall not exceed \$0.00 without approval by the Lancaster County Board.
- 5) The expenditures for the City of Lincoln-Lancaster County Public Building Commission for the term of this renewal shall not exceed \$13,000.00 without approval by the Public Building Commission.
- 6) All other terms of the Contract, not in conflict with this Amendment, shall remain in force and effect.

The Parties do hereby agree to all the terms and conditions of this Amendment. This Amendment shall be binding upon the parties, their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Parties do hereby execute this Amendment upon completion of signatures on:

Vendor Signature Page

City of Lincoln Signature Page

Lancaster County Signature Page

City of Lincoln-Lancaster County Public Building Commission Signature Page

Vendor Signature Page

AMENDMENT TO CONTRACT
Annual Services
Pest Control
Bid No. 16-031
City of Lincoln, Lancaster County and
City of Lincoln-Lancaster County Public Building Commission
Renewal with Additional Services
Orkin LLC

Please sign, date and return within 5 days of receipt.

Mail to: City/County Purchasing
 Attn: Brianne Crooks
 440 So. 8th St., Ste. 200
 Lincoln, NE 68508
 Or email to: bcrooks@lincoln.ne.gov

Company Name:	Orkin
By: (Please Sign)	<i>Brian Prokop</i>
By: (Please Print)	Brian Prokop
Title:	Branch Manager
Company Address:	1740 Adams St. Lincoln NE 68521
Company Phone & Fax:	P-402-817-7641 / F-402-438-8253
E-Mail Address:	Branch790@Orkin.com
Date:	3-9-18
Contact Person for Orders or Service	Brian Prokop
Contact Phone Number:	402-817-7641

City of Lincoln Signature Page

**AMENDMENT TO CONTRACT
Annual Services
Pest Control
Bid No. 16-031
City of Lincoln, Lancaster County and
City of Lincoln-Lancaster County Public Building Commission
Renewal with Additional Services
Orkin LLC**

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

CITY OF LINCOLN, NEBRASKA

City Clerk

Chris Beutler, Mayor

Approved by Executive Order No. _____

dated _____

Lancaster County Signature Page

**AMENDMENT TO CONTRACT
Annual Services
Pest Control
Bid No. 16-031
City of Lincoln, Lancaster County and
City of Lincoln-Lancaster County Public Building Commission
Renewal with Additional Services
Orkin LLC**

EXECUTION BY LANCASTER COUNTY, NEBRASKA

Contract Approved as to Form:

The Board of County Commissioners of
Lancaster, Nebraska

Deputy Lancaster County Attorney

dated _____

**City of Lincoln-Lancaster County Public Building Commission
Signature Page**

**AMENDMENT TO CONTRACT
Annual Services
Pest Control
Bid No. 16-031
City of Lincoln, Lancaster County and
City of Lincoln-Lancaster County Public Building Commission
Renewal with Additional Services
Orkin LLC**

EXECUTION BY LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION

ATTEST:

Public Building Commission Attorney

Chairperson, Public Building Commission

dated _____



Orkin Pest Control Commercial Services Agreement

THIS AGREEMENT IS CONTINGENT UPON THE APPROVAL AND SIGNATURE OF A REPRESENTATIVE OF ORKIN MANAGEMENT, WHO HAS AUTHORITY TO EXECUTE IT ON BEHALF OF ORKIN.

ROUTE 03	GRID #
----------	--------

COMMERCIAL SERVICES

Customer Name City Of Lincoln Hazardous Waste Location Date 2/22/18

Billing Address _____

City Lincoln State Ne Zip Code _____ Phone _____

I. INTENT

A. This Agreement is intended to constitute a mutual understanding between City Of Lincoln (the Customer) and Orkin, LLC (Orkin Pest Control),

B. The specifications indicate services to be rendered by Orkin at the building(s) and premises of the Customer located at (service address): 5101 North 48th Street

County Name: Lancaster Is this within city limits Yes No Food Safety with GM QA Health Care Health Care with GM QA Pharmaceutical with GM QA Element

II. SCOPE AND NATURE OF WORK

A. Orkin agrees to provide service for the following pests:
 Roaches Common ants Flats and mice Pharaoh ants* Common spiders Flies Odor Actizyme: Odor Neutralizer Fly Foam Service Other _____
 Service means the periodic treatment to help control/combate the targeted pests. Service cannot guarantee the targeted pests will not return, but if they do, Orkin will retreat, as set out under the Triple Guarantee attached hereto and incorporated into this Agreement. *Additional per service charge required to cover these ants.

B. Service Exclusions: 1. Services Requiring a Separate Agreement: The Customer understands that this Agreement does not cover Carpenter Ants, Fire Ants, Bed Bugs, or Mosquitoes. Service for these pests requires a separate Agreement or Addendum. The requirement of a separate agreement or addendum can not be waived by the Customer or any employee or agent of Orkin. 2. Additional Exclusions: This Agreement does not cover Brown Recluse Spiders or mold or any mold-like conditions. This exclusion can not be waived by the Customer or any employee or agent of Orkin.

III. CUSTOMER OBLIGATIONS

- A. The Customer shall extend all necessary cooperation to ensure satisfaction from pest services, including: availability of premises; appropriate sanitation, and corrective construction measures.
- B. Whenever conditions conducive to the breeding and harborage of pests covered by this Agreement are reported to the Customer in writing by Orkin, the Customer shall take the necessary steps to correct such conditions.
- C. The Customer is responsible for communicating with all persons in the premises about the treatments and the nature of services offered hereunder; moreover, the Customer acknowledges that it has no information, or has communicated to Orkin in writing any information it does have, that any persons in the premises have any medical condition or sensitivity which may be affected by the services contemplated by this agreement.
- D. Should the Customer discover any targeted pests during the term of this Agreement, they must follow the applicable notification and documentation processes as set out in the scope of service, provided by Orkin.
- E. Failure of the Customer to take necessary steps to correct conditions reported to it or to otherwise comply with the Customer Obligations will relieve Orkin of its obligations under the Triple Guarantee and will permit Orkin, at its discretion, to terminate this Agreement with sixty (60) days written notice.

IV. SERVICE SCHEDULE

A. Orkin service representative shall service the Customer (service frequency) 1 Time 2 Times 4 Times per month Other _____
 All areas requiring attention shall be treated as deemed necessary by Orkin.

B. Orkin representatives shall make additional visits and treatment as they are deemed necessary at no additional charge. Such service visits shall also be made promptly when requested by a designated representative of the Customer.

V. TERMS OF AGREEMENT

- A. This agreement shall be effective for a period of 1 2 3 years and shall renew itself from month to month thereafter until terminated by either party upon sixty days' written notice.
- B. For multiple year agreements, the service charge will not increase for two years after the initial treatment. Thereafter, and for all non-multiple year agreements, Orkin shall have the right to increase the service charges effective anytime after the anniversary date of the initial treatment.
- C. The Customer acknowledges that the terms and conditions between the Customer and Orkin are those stated in the Commercial Services Agreement, that this is the entire agreement, and that there are no other terms or provisions which apply. Any modification or change to these terms and conditions must be by a written Addendum signed by each party, subject to the provisions of section II.B. above.
- D. Orkin will be relieved of its obligations under the Triple Guarantee and Orkin may terminate this Agreement on sixty (60) days written notice, if any of the obligations set forth in this Agreement are not met by the Customer, or in the event of a change in state or federal law that materially affects Orkin's obligations under this Agreement. Moreover, Orkin may terminate if it cannot perform its responsibilities due to acts of God, including earthquakes, storms, fires, floods, or because of material change in circumstances, including, but not limited to, acts of war, strikes, unavailability of pesticides, or other supplies from ordinary sources. If any provision or portion thereof, of this Agreement is found to be invalid or unenforceable, it shall not affect the validity or enforceability of any other part of this Agreement. Provided, however, that as to the paragraph on MEDIATION/ARBITRATION, if the sentence precluding the arbitrator from conducting an arbitration proceeding as a class, representative or private attorney general action is found to be invalid or unenforceable then the entirety of the MEDIATION/ARBITRATION paragraph shall be deemed to be deleted from this Agreement.

VI. PAYMENT

A. The cost of the services described herein shall be \$ 130.00 plus tax of \$.00 for the initial service and \$ 50.00 plus tax of \$ 0 per service thereafter for a period of () months. You will receive an invoice in the month serviced. Payment shall be due upon receipt of invoice.

VII. MATERIALS

A. The materials used shall conform to Federal, State and local laws and ordinances and shall be acceptable to the Customer.
 B. The materials shall be used in accordance with the labels and specifications.

VIII. LIMITATION OF LIABILITY:

The Customer expressly releases Orkin from liability for any claim for personal injury (including slings or bites from fire ants, spiders, or any other pests) or property damage (to include the structure or contents) caused by any pests. The Customer agrees that under no circumstances shall Orkin be liable for any amount greater than the amount paid by the Customer to Orkin for the services to be provided. In no event will Orkin be responsible for consequential damages or loss of use of property. Any claim by the Customer for damages must be made in writing within one (1) year of the incident at issue or it will be deemed waived.

IX. EQUIPMENT REPLACEMENT

- A. The Customer agrees to use the leased equipment or Orkin provided equipment (the "Equipment") in a proper manner and upon the cancellation of this Agreement to return the Equipment in good condition, usual wear and tear excepted. All Equipment (which includes rodent barrier equipment, Orkin/Aires, or insect light traps) that is damaged, lost or destroyed on the Customer premises will be replaced and charged to the Customer. Charges will be in accordance with the current existing equipment costs.
- B. Orkin shall retain ownership of leased components. Upon termination of this Agreement for any reason, the Customer agrees to make the leased components available to Orkin. At Orkin's discretion, Orkin may in a lawful manner and without breach of the peace, enter upon the Customer's premises, take possession of and remove the leased components. Orkin will not be responsible for any damage to the Customer's property upon removal of the leased components except such damage solely caused by Orkin's negligence.

X. INSURANCE:

Upon request, Orkin shall furnish to the Customer a certificate of liability insurance coverage in effect.

XI. CHEMICAL INFORMATION WARNING:

Virtually all pesticides have some odor which may be present for a short time after application. At your request, Orkin will provide information about the chemicals to be used in treating the premises.

XII. MEDIATION/ARBITRATION:

ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR THE SERVICES PERFORMED BY ORKIN UNDER THIS AGREEMENT OR ANY OTHER AGREEMENT, REGARDLESS OF WHETHER THE CONTROVERSY OR CLAIM AROSE BEFORE OR AFTER THE EXECUTION, TRANSFER OR ACCEPTANCE OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY TORT AND STATUTORY CLAIMS, AND ANY CLAIMS FOR PERSONAL OR BODILY INJURY OR DAMAGE TO REAL OR PERSONAL PROPERTY, SHALL BE SETTLED BY BINDING ARBITRATION, UNLESS THE PARTIES AGREE OTHERWISE. THE ARBITRATION SHALL BE ADMINISTERED UNDER THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION ("AAA") AND SHALL BE CONDUCTED BY AAA. IF ADMINISTERED UNDER THE AAA RULES, A CLAIM SHALL BE DETERMINED UNDER THE AAA SUPPLEMENTARY PROCEDURES FOR CONSUMER-RELATED DISPUTES IN CASES WHERE SUCH PROCEDURES ARE APPLICABLE. ANY OTHER CONTROVERSY OR CLAIM SHALL BE DETERMINED UNDER THE AAA COMMERCIAL ARBITRATION RULES. THE CUSTOMER AND ORKIN AGREE THAT THE ARBITRATOR SHALL FOLLOW THE SUBSTANTIVE LAW, INCLUDING THE TERMS AND CONDITIONS OF THIS AGREEMENT. THE ARBITRATOR'S POWERS TO CONDUCT ANY ARBITRATION PROCEEDING UNDER THIS AGREEMENT SHALL BE LIMITED AS FOLLOWS: ANY ARBITRATION PROCEEDING UNDER THIS AGREEMENT WILL NOT BE CONSOLIDATED OR JOINED WITH ANY ACTION OR LEGAL PROCEEDING UNDER ANY OTHER AGREEMENT OR INVOLVING ANY OTHER PREMISES, AND WILL NOT PROCEED AS A CLASS ACTION, PRIVATE ATTORNEY GENERAL ACTION OR SIMILAR REPRESENTATIVE ACTION. EITHER PARTY HAS THE RIGHT TO REQUIRE A PANEL OF THREE (3) ARBITRATORS, BUT IN THE ABSENCE OF THE PARTIES' AGREEMENT, THE REQUESTING PARTY SHALL BE RESPONSIBLE FOR THE COST OF THE ADDITIONAL ARBITRATORS. EITHER PARTY MAY REQUEST AT ANY TIME PRIOR TO THE HEARING THAT THE AWARD BE ACCOMPANIED BY A REASONED OPINION. THE AWARD RENDERED BY THE ARBITRATOR(S) SHALL BE FINAL AND BINDING ON ALL PARTIES, EXCEPT THAT A PARTY MAY WITHIN 30 DAYS OF THE ORIGINAL AWARD REQUEST AN ARBITRAL APPEAL TO AN APPEAL TRIBUNAL, CONSTITUTED IN THE SAME NUMBER AND BY THE SAME PROCESS AS THE INITIAL ARBITRATOR(S). THE APPELLING PARTY SHALL BE RESPONSIBLE FOR THE FILING FEE AND OTHER ARBITRATION FEES AND COSTS SUBJECT TO AWARD BY THE APPEAL TRIBUNAL UNDER APPLICABLE LAW. THE APPEAL TRIBUNAL SHALL REVIEW ALL QUESTIONS OF LAW AND FACT UNDER A CLEARLY ERRONEOUS STANDARD. THE AWARD OF THE APPEAL TRIBUNAL SHALL BE FINAL AND BINDING. JUDGMENT MAY BE ENTERED ON THE AWARD IN ANY COURT HAVING JURISDICTION THEREOF. CUSTOMER AND ORKIN ACKNOWLEDGE AND AGREE THAT THIS ARBITRATION PROVISION IS MADE PURSUANT TO A TRANSACTION INVOLVING INTERSTATE COMMERCE AND SHALL BE GOVERNED BY THE FEDERAL ARBITRATION ACT. BEFORE HAVING RECOURSE TO ARBITRATION, CUSTOMER AND ORKIN EACH AGREES TO TRY IN GOOD FAITH TO SETTLE ANY CONTROVERSY OR CLAIM BY AT LEAST FOUR (4) HOURS OF MEDIATION ADMINISTERED UNDER THE AAA COMMERCIAL MEDIATION RULES WITH ORKIN AGREEING TO PAY THE COSTS OF THE MEDIATION. THE AAA MAY BE CONTACTED AT THE TOLL-FREE NUMBER 800.778.7879, OR THROUGH THE FOLLOWING WEBSITE: <http://www.adr.org>.

PAYMENT SUMMARY	
(Includes <input type="checkbox"/> pest <input type="checkbox"/> fly <input checked="" type="checkbox"/> odor <input type="checkbox"/> actizyme: odor neutralizer <input type="checkbox"/> other _____)	
CHECK THOSE THAT APPLY	
1. INITIAL PAYMENT	
a. Initial / Start-up Service	\$ 130.00
b. One-Time Charges	\$ _____
c. Product Sales	\$ _____
d. Sales Tax (if applicable)	\$.00
TOTAL (1a + 1b + 1c + 1d)	\$ 130
2. TREATMENT SERVICE CHARGES	
a. Per Service Treatment Service Charges	\$ 50.00
b. Sales Tax (if applicable)	\$.00
TOTAL (2a + 2b)	\$ 50.00
3. PER SERVICE LEASE CHARGES	
a. Leased Component Charges	\$ _____
<input type="checkbox"/> Sconce <input type="checkbox"/> Standard <input type="checkbox"/> Industrial <input type="checkbox"/> Orkin/Aires <input type="checkbox"/> AutoFresh	
<input type="checkbox"/> Actizyme: Odor Neutralizer <input type="checkbox"/> Other _____	
b. Sales Tax (if applicable)	\$ _____
TOTAL (3a + 3b)	\$.00
4. Product Sales / One-Time Charges plus tax (if applicable)	\$ _____
INITIAL SERVICE INVESTMENT (Total of 1a, b, c, and d)	\$ 130
PER SERVICE SERVICE / LEASE PAYMENT (Total of 2 + 3)	\$ 50.00

XIII. AMOUNT REMITTED: \$ _____ Cash Check Complete Easy Payment Form P.O. Number _____

Inspector Name (PRINT) Dean Schwartz Employee ID # or Certification # 1536725 Branch Street Address 1740 Adams Street

Branch Telephone Number (402) 405-1831 City Lincoln State Nebraska Zip Code 68521

THIS AGREEMENT IS NOT VALID UNTIL APPROVED BY ORKIN MANAGEMENT
 Branch Management Signature _____ Date 2/22/18 Customer's Signature _____ Date 2/22/18



ORKIN COMMERCIAL SERVICES TRIPLE GUARANTEE

1 2x24 Response Guarantee

When you see a pest, you need service right away – 365 days a year. Orkin makes it easy with a direct priority line to our national customer service department and to your local branch. **We'll respond to your request within 2 hours and if needed have someone on-site at your facility within 24 hours – guaranteed.**

2 Reimbursement Guarantee*

Should your company be fined by a regulatory agency due solely to a pest infestation, Orkin will reimburse you for the amount of those fines that are paid.

RESTAURANT AND HOSPITALITY PRECISION PROTECTION™ CUSTOMERS:

Should your customer see a roach, rat or mouse in your establishment after 60 days of service, Orkin will:

- Repay, either you or the customers as appropriate, the reasonable charges incurred by the customer at time of sighting.
- Invite the customer back as Orkin's guest for a meal or room charge, as appropriate.

FOOD SAFETY PRECISION PROTECTION™ CUSTOMERS:

As a Food Safety Precision Protection customer, we stand behind you during your food safety audits. In the unlikely event that you fail your third-party food safety audit solely due to the pest management portion, Orkin will immediately develop and implement an action plan to address gaps noted by the auditor and will pay for that auditing company to come back and re-audit your facility within 60 days of the initial audit.

3 360° Satisfaction Guarantee

With Orkin, your satisfaction is guaranteed on all sides with three unique 60-day guarantees.

- ◆ **60 days complimentary service if you're not satisfied with the way we begin our service** – After you choose Orkin, we provide a 60-day guarantee of our service. If you're not satisfied after the first 60 days, we reimburse you in full.
- ◆ **60 days complimentary service if you're not satisfied at any time thereafter** – At any time, if you are not completely satisfied with results of your regularly scheduled service, Orkin will provide complimentary service for up to 60 days until you're satisfied.
- ◆ **60 days complimentary regular service by another provider if you're still not satisfied** – If you are still dissatisfied after 60 days of Orkin's complimentary service and you wish to cancel our service, we will pay for the first 60 days of regular service by another provider of your choice.

Dean Schwartz
ORKIN REPRESENTATIVE

2/22/18
DATE

City Of Lincoln
CUSTOMER

2/22/18
DATE



PEST CONTROL DOWN TO A SCIENCE™

LOCATION

* See agreement for details.



Commercial Customer Service Record

Fill out any special instructions for your Orkin Technician.

Enter Messages to Print on Service Ticket:

Directions:

Nearest Cross Street: _____

Medical:

Preferred Range of Service:

Date(s): _____

Time(s): _____

Pets: _____

Special Instructions:

Orkin will seal up the two exclusion point around gas pipes.



PRECISION
PROTECTION™



Prepared For
City Of Lincoln Hazardous Waste Facility
February 22, 2018

Dean Schwartz
Orkin Commercial Services
Phone: (402) 405-1331
Email: dschwart@orkin.com

This report is limited to a visual inspection of the structure. There may be hidden infestations and/or areas of access that are not evident from a visual inspection. The purpose of this report is to document areas of concern from the interior and exterior inspection. Specifically: 1.) visible evidence of pest infestation or damage; 2.) visible conditions conducive to infestations; 3.) visible areas of potential pest access to the structure.



CUSTOMER INFORMATION

BUSINESS INFORMATION

City Of Lincoln Hazardous Waste Facility	
--	--

Business Name

Facility or Store Number (if applicable)

5101 North 48th Street	Lincoln	NE	
------------------------	---------	----	--

Service Address

City

State

Zip

Dan King	(402) 441-8084	
----------	----------------	--

Service Contact Name

Business Phone Number

Extension

dking@lincoln.ne.gov

Service Contact Email

Government

Type of Business

BILLING INFORMATION

	Lincoln	NE	
--	---------	----	--

Billing Address

City

State

Zip

--	--	--

Billing Contact Name

Business Phone Number

Extension

--

Billing Contact Email

--

Notes



ORKIN: PEST CONTROL DOWN TO A SCIENCE. ®

Founded in 1901, Atlanta-based Orkin, LLC serves more than 1.7 million clients through more than 400 locations across the world. We'd like to put our century of pest research and real-world results to work for you. Our goal is to get to know your property inside and out, customize an Integrated Pest Management (IPM) program to fit your needs, and integrate seamlessly into your team – so you can breathe easier when it comes to pest control.



WHY CHOOSE ORKIN AS YOUR PARTNER?

Our Commercial Pest Specialists have extensive experience and receive world-class training so they understand the unique challenges you face.

- ◆ **National expertise** – We partner with you and provide unrivalled access to our national expertise and resources to help solve pest problems.
- ◆ **Rapid, effective response** – Because pest problems can occur at any time, we provide fast, reliable and high-quality service to help ensure your establishment is protected.
- ◆ **Breadth and depth of experience** – Our commitment and consistent nationwide service mean we deliver outstanding results, no matter where you are.
- ◆ **Security** – Orkin is bonded, and our Commercial Pest Specialists are screened and randomly drug tested to allay security concerns.



ORKIN: PEST CONTROL DOWN TO A SCIENCE. ®

OUR A.I.M. ® APPROACH TO PEST PREVENTION

Environmental Commitment

Effective pest management is a process, not a one-time event. Through our IPM approach, which we call A.I.M., we identify the best program for your needs based on scientific research and custom solutions. Our methods combine a collaborative and ongoing cycle of three critical activities, so you can rest assured that your business is getting maximum protection with minimum exposure.



Assess

First we inspect, identify and evaluate all the underlying reasons pests infest your establishment.



Implement

Your Orkin Commercial Pest Specialist continually works with you to develop customized solutions that suit your establishment's unique needs.



Monitor

Year-round monitoring, documentation and communication help ensure the ongoing effectiveness of your service.

ORKIN PRECISION PROTECTION

After more than a century in business, there is almost no environment we haven't worked in, and almost no pest we haven't encountered. As a GSA-approved government business partner, we are the provider of choice for thousands of federal, state and local government locations across North America. Here's why:



Secure — Orkin is bonded, and our Commercial Pest Specialists are screened and randomly drug tested, so you can have complete confidence in The Orkin Man®.

Compliant — From OSHA to IPM, Orkin is well-versed in all the activities and paperwork needed to meet your compliance requirements.

Well-documented — Real-time service data and reports are available online so you can access them anytime, anywhere.



INSPECTION REPORT

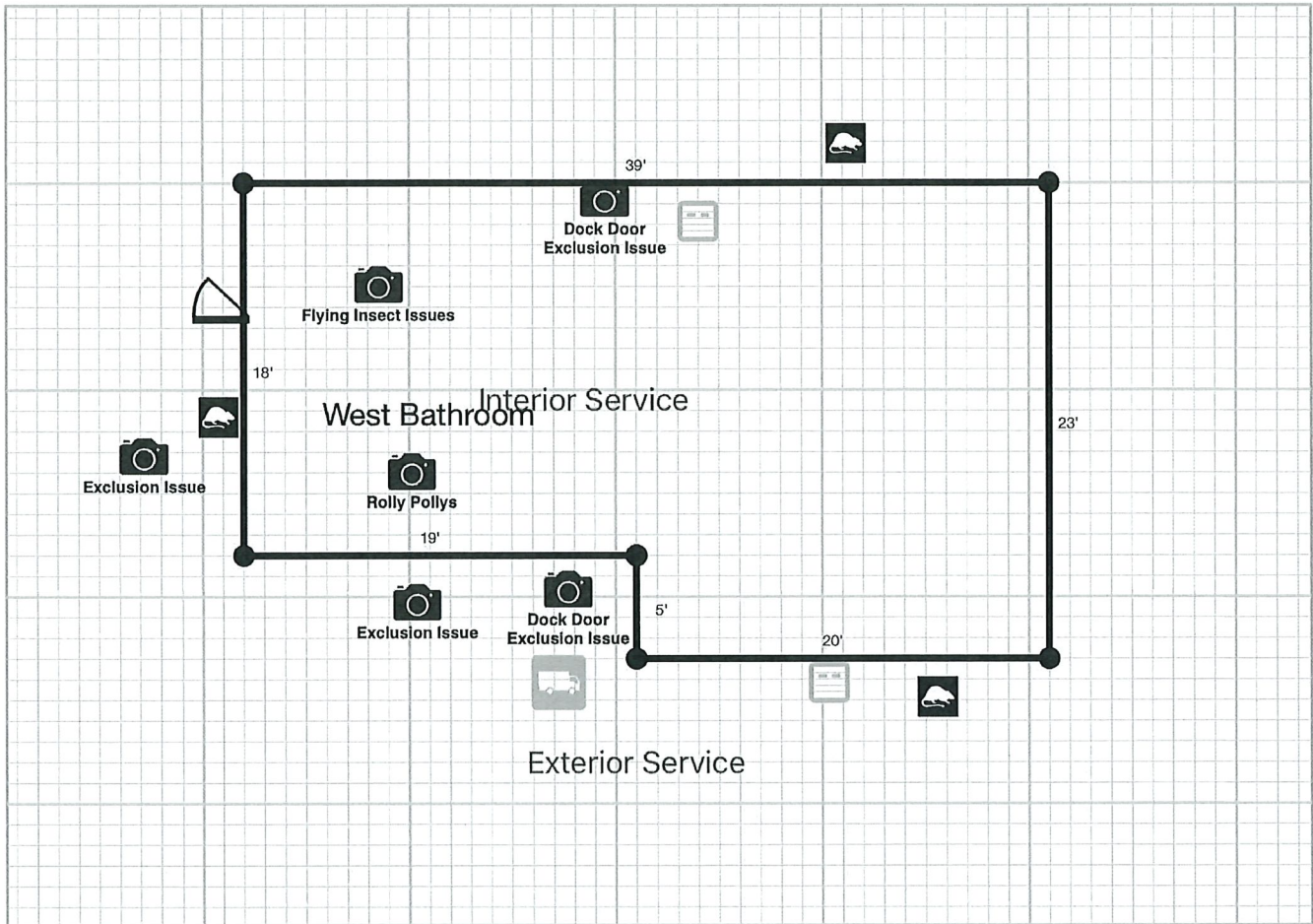
City Of Lincoln Hazardous Waste Facility Graph

Business Name: City Of Lincoln Hazardous Waste Facility

Service Address: 5101 North 48th Street Lincoln, NE

Account Manager: Dean Schwartz

Date: February 22, 2018



Icon indicates general area and is not precise.
Insect evidence and conditions may be widespread.

1 block = 1 ft

Bait Station Count: 3

Tin Cat Count: 0

Pest Monitor Count: 0

Fly Light Count: 0

Door Sweep Count: 0

Air Curtain Count: 0

Restroom Care Count: 0

Actizyme Dispenser Count: 0

Actizyme Odor Control Count: 0

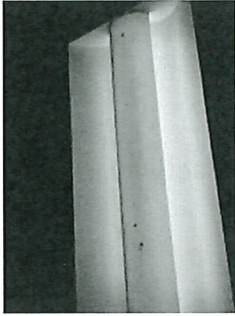
Pheromone Trap Count: 0

Glue Trap Count: 0

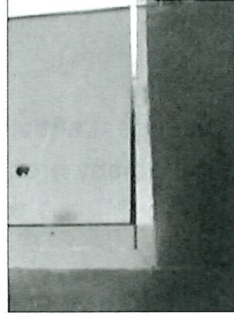


INITIAL INSPECTION IMAGES

City Of Lincoln Hazardous Waste Facility



Dock Door Exclusion Issue



Dock Door Exclusion Issue



Dock Door Exclusion Issue



Rolly Pollys



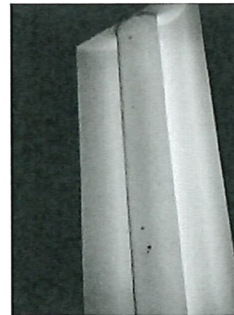
Exclusion Issue



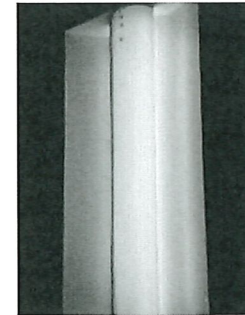
Exclusion Issue



Dock Door Exclusion Issue



Flying Insect Issues



Flying Insect Issues



SCOPE OF SERVICE

City Of Lincoln Hazardous Waste Facility

SERVICE AREA: EXTERIOR SERVICE

Monthly

- ◆ Inspection of pest activity monitor(s) for any pest activity.
- ◆ Placement of pest activity monitor(s) to gauge any present or future pest activity.

SERVICE AREA: INTERIOR SERVICE

- ◆ Inspection of all interior areas for pest activity and/or conditions conducive for pests.
- ◆ Crawling insect treatment in response to pest activity in interior areas.
- ◆ Treatment of cracks and crevices that may provide harborage for invading pests.
- ◆ Knock down spiders webs up to 15 feet.

NOTE: Unless specified elsewhere in this scope of service, only the following pests are covered under this proposal: Cockroaches, Mice, Rats, Common Ants (excluding Carpenter, Pharaoh and fire Ants), Spiders (excludes Brown Recluse Spiders), Pill Bugs, Centipedes, and Millipedes. A separate proposal is required for pests such as Bed Bugs, Bat Bugs, Mosquitoes, Termites and other wood destroying organisms.



INITIAL INSPECTION OBSERVATIONS

City Of Lincoln Hazardous Waste Facility

INTERIOR SERVICE COMMENTS / NOTES

- ◆ Treat entry points, common areas, work areas, bathroom, crack and crevices.

A rectangular box with a light gray background and a thin black border, intended for a customer signature. It is currently empty.

Customer Signature

Customer signature is simply acknowledgement of receipt of the Orkin Inspection Report to which the signature is affixed. The Orkin Inspection Report may contain matters that the customer will need to address should the customer decide to receive services from Orkin. The customer's signature is NOT a commitment to scheduling Orkin services. A separate agreement is required for these services.



QUALITY ASSURANCE & OTHER SERVICES

QUALITY ASSURANCE

We back Precision Protection™ with Orkin's Quality Assurance program (featured in the American Society for Quality's Quality Progress magazine), which assures your pest management service meets Orkin's high quality standards – and your own.

60-DAY FOLLOW-UP INSPECTION

A follow-up visit by your Orkin Account Manager will be scheduled within 60 days of your initial service to review your IPM program. All findings will be documented and discussed with your designated facility representative.

ISO 9001:2008 CERTIFIED CORPORATE COMPLIANCE AUDITS

Orkin employs a National Quality Systems Team, which utilizes an ISO 9001:2008 certified audit process to ensure proper documented procedures are followed. Close monitoring by the ISO Certification Process reinforces Orkin's documented quality management processes and strict regulatory compliance.

ADDITIONAL SERVICES

We would be happy to submit a proposal for any of the additional services below, upon your request.

- ◆ Bed bug control
- ◆ Bird control (baiting, netting, exclusion)
- ◆ Fly control (service, fly light rental)
- ◆ Orkin Actizyme® Floor and Drain Cleaner
- ◆ Termite control
- ◆ Orkin Actizyme® Odor Neutralizer
- ◆ Wildlife control (groundhogs, skunks, etc.)
- ◆ Mosquito control

A separate service agreement would be required for the above additional pests and services.





ORKIN COMMERCIAL SERVICES TRIPLE GUARANTEE

① 2X24 RESPONSE GUARANTEE

When you see a pest, you need service right away – 365 days a year. Orkin makes it easy with a direct priority line to our national customer service department and to your local branch. We'll respond to your request within 2 hours and if needed have someone on-site at your facility within 24 hours – guaranteed.

② REIMBURSEMENT GUARANTEE

Should your company be fined by a regulatory agency due solely to a pest infestation, Orkin will reimburse you for the amount of those fines that are paid.*

③ 360° SATISFACTION GUARANTEE

- ◆ **60 days complimentary service if you're not satisfied with the way we begin our service** – After you choose Orkin, we provide a 60-day guarantee of our service. If you're not satisfied after the first 60 days, we reimburse you in full.
- ◆ **60 days complimentary service if you're not satisfied at any time thereafter** – At any time, if you are not completely satisfied with results of your regularly scheduled service, Orkin will provide complimentary service for up to 60 days until you're satisfied.
- ◆ **60 days complimentary service by another provider if you're still not satisfied** – If you are still dissatisfied after 60 days of Orkin's complimentary service and you wish to cancel our service, we will pay for the first 60 days of regular service by another provider of your choice.^

* Your account must be current, under contract for over 60 days, and your business must be compliant with sanitation and structural requests as noted on Orkin service reports.

^ Payment to other provider due to unsatisfactory pest control shall not exceed Orkin's established rates for like service protocol.



INVESTMENT SUMMARY

City Of Lincoln Hazardous Waste Facility

PROPOSAL #1

INVESTMENT **

Total Initial Month	Pending
Per Service Visit	Pending
Annual	Pending

*** Quote excludes tax and replacement cost of pest control equipment*



ADDITIONAL REMARKS SCHEDULE

AGENCY Willis of Tennessee, Inc.		NAMED INSURED Orkin, LLC Orkin Services of California, Inc. Orkin Pest Control / Orkin Commercial Services 2170 Piedmont Road Atlanta, GA 30324	
POLICY NUMBER See First Page		EFFECTIVE DATE: See First Page	
CARRIER See First Page	NAIC CODE		

ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE**

but solely in regards to work being performed by or on behalf of the Named Insured.

Waiver of Subrogation applies in favor of Additional Insureds with respects to Workers Compensation where required by written contract and as permitted by law.

ADDITIONAL COVERAGE SCHEDULE

COVERAGE	LIMITS
POLICY TYPE: Contractors Pollution CARRIER: Allied World Assurance Company (USA) POLICY TERM: 01/01/2018 – 01/01/2019 POLICY NUMBER: 0306-2978	\$10,000,000 Each Occurrence \$10,000,000 Policy Limit
POLICY TYPE: Pest Control Professional Liability CARRIER: Old Republic Insurance Company POLICY TERM: 01/01/2018 – 01/01/2019 POLICY NUMBER: MWZY 312034	\$2,000,000 Each Claim \$2,000,000 Aggregate
POLICY TYPE: Commercial Property CARRIER: AXIS Insurance Company POLICY TERM: 01/01/2018 – 01/01/2019 POLICY NUMBER: MAF62720518	Real & Personal Property, Stock, B&M, and Improvements & Betterments \$100,000,000 US Operations Equipment Included \$2,000,000 Business Interruption

Rollins, Inc.
Policy Term: 1/1/2018 to 1/1/2019
Workers' Compensation and Employers Liability Policies

<u>Coverage</u>	<u>Policy Number</u>	<u>Carrier</u>	<u>WC Coverage</u>	<u>EL Limits</u>
Work Comp/EL	WC013778949	New Hampshire Ins. Co. - covers state of ME	Statutory	\$2,000,000 Bodily Injury by Accident - Each Accident/\$2,000,000 Each Employee Bodily Injury by Disease/\$2,000,000 Policy Limit Bodily Injury by Disease
Work Comp/EL	WC013778955	New Hampshire Ins. Co. - covers states of AL,AR,CO,CT,DE,HI,IA,ID,IN,KS,LA,MD,MI,MN,MO,MS,MT,NE,NH,NM,NV,OK,OR,RI,SC,SD,TN, TX,WV	Statutory	\$2,000,000 Bodily Injury by Accident - Each Accident/\$2,000,000 Each Employee Bodily Injury by Disease/\$2,000,000 Policy Limit Bodily Injury by Disease
Work Comp/EL	WC013778950	American Home Assurance Company - covers state of CA	Statutory	\$2,000,000 Bodily Injury by Accident - Each Accident/\$2,000,000 Each Employee Bodily Injury by Disease/\$2,000,000 Policy Limit Bodily Injury by Disease
Work Comp/EL	WC013778951	New Hampshire Ins. Co. - covers states of MA and WI - This policy also provides Stop Gap coverage for ND, WA, WY	Statutory	\$2,000,000 Bodily Injury by Accident - Each Accident/\$2,000,000 Each Employee Bodily Injury by Disease/\$2,000,000 Policy Limit Bodily Injury by Disease
Work Comp/EL	WC013778952	New Hampshire Ins. Co. - covers states of NJ & PA	Statutory	\$2,000,000 Bodily Injury by Accident - Each Accident/\$2,000,000 Each Employee Bodily Injury by Disease/\$2,000,000 Policy Limit Bodily Injury by Disease
Work Comp/EL	WC013778953	New Hampshire Ins. Co. - covers state of IL, KY, NC, NY, UT & VT	Statutory	\$2,000,000 Bodily Injury by Accident - Each Accident/\$2,000,000 Each Employee Bodily Injury by Disease/\$2,000,000 Policy Limit Bodily Injury by Disease
Work Comp/EL	WC013778954	New Hampshire Ins. Co. - covers state of AZ & VA	Statutory	\$2,000,000 Bodily Injury by Accident - Each Accident/\$2,000,000 Each Employee Bodily Injury by Disease/\$2,000,000 Policy Limit Bodily Injury by Disease
Excess Work Comp/EL	XWC4595562	National Union Fire Insurance Company of Pittsburgh, PA and coverage applies to the qualified self insured states: OH & GA	Statutory	\$2,000,000 Bodily Injury by Accident - Each Accident/\$2,000,000 Each Employee Bodily Injury by Disease/\$2,000,000 Policy Limit Bodily Injury by Disease
Excess Work Comp/EL	XWC4595563	National Union Fire Insurance Company of Pittsburgh, PA and coverage applies to the qualified self insured states: FL	Statutory	\$2,000,000 Bodily Injury by Accident - Each Accident/\$2,000,000 Each Employee Bodily Injury by Disease/\$2,000,000 Policy Limit Bodily Injury by Disease

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

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
All where required by written contract	All where required by written contract

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.

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
All where required by written contract	All where required by written contract
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.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement changes the policy to which it is attached effective on inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy).

This endorsement, effective 12:01 AM 1/1/2018 forms a part of Policy No. WC013778955

Issued to Rollins, Inc.

By : New Hampshire Insurance Company

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.

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

Schedule

ANY PERSON OR ORGANIZATION FOR WHOM YOU PERFORM WORK UNDER A WRITTEN CONTRACT THAT REQUIRES TO YOU OBTAIN THIS AGREEMENT FROM US.

This form is not applicable in California, Kentucky, New Hampshire, New Jersey, North Dakota, Ohio, Texas, Utah, or Washington. This form is not applicable in Missouri when there is a construction code on the policy and there is Missouri premium or exposure.

WC 00 03 13
(Ed. 04/84)

Countersigned by _____

Authorized Representative