

**CITY OF GAUTIER
MEMORANDUM**

To: Samantha Abell, City Manager
From: Cindy Steen, Purchasing Agent
Through: Cindy Russell,
Date: July 24th, 2013
Subject: Ratify Agreement with Redd Pest Solutions

REQUEST:

City Council authorization is requested for the City of Gautier to accept the annual renewal agreement between Redd Pest Solutions for the termite protection and inspection at the Senior Citizens Building located at City Park in the amount of one hundred fifteen dollars (\$115.00).

RECOMMENDATION:

Based on the attached information from Redd Pest Solutions, City staff recommends that City Council authorize ratification for the renewal of said agreement for the termite protection and inspection at the Senior Citizens Building in the amount of one hundred fifteen dollars (\$115.00). This building has already been pretreated by Redd Pest Control. To change contracts at this time would mean additional monies spent for treating the slab and facility due to the fact that another company could not guarantee another company's work.

FINANCIAL:

The cost of the renewal agreement will be funded out of fund 001-170-639 Recreation Department Repair and Maintenance – Equipment

ATTACHMENT(S):

Redd Pest Solutions

RENEWAL NOTICE

Redd Pest Solutions
P.O. Box 2245
Gulfport, MS 39505-2245
888-733-3626

Renewal Date: 02/18/13
Renewal Amount 115.00
Tax 0.00
115.00

Bill-To: 12245
City of Gautier
Po Box 670
Gautier, MS 39553-0670

Location: 12245
City Park
914 De La Pointe
Gautier, MS 39553

Your agreement for termite protection and inspection is due for annual renewal (Please refer to your agreement).

A very important part of protecting your home or building from termites is the termite warranty. Don't allow this protection to lapse.

Here is what the warranty covers:

1. All chemicals, labor and services needed to control any active infestation of the pest described
2. Annual inspection
3. Free consultation and advice concerning other pests that may invade your home.
4. Annual inspection anytime during warranty if you suspect a termite problem.
5. This warranty does not include replacement of damaged wood unless prior written agreement has been entered into (see your agreement).
6. The company will not be responsible for inspection and treatment unless the warranty is renewed
7. If this property has been sold, please advise us of the name of the new owner as this warranty is transferrable.

If you have already submitted your payment, please disregard this notice.

Redd Pest Solutions has been providing superior termite protection for Mississippi and Alabama residents for over 50 years. During this time, your Redd Pest technician has performed Annual Termite Re-Inspections on your home and or business as part of your current termite protection agreement. In the past the state regulations governed by the Bureau of Plant Industries has only required an exterior inspection. However, new regulations have been implemented by the Mississippi Department of Agriculture (Bureau of Plant Industries) that requires an interior/exterior inspection in conjunction with a signed receipt of said inspection.

Redd Pest Solutions welcomes these regulation changes as a positive augmentation to your current termite protection agreement. Redd Pest Solutions greatly appreciates your confidence in our ability to provide these enhanced inspections for your properties. Please call customer care at 888.733.3626 to schedule an appointment for your inspection.

Please include this notice with your remittance. To receive this notice via email, please include your email address.

Bill-To: 12245
Work Location: 12245

Start Date: 02/18/10
Service Type: TCRWL
Renewal Date: 02/18/13
115.00

Redd Pest Solutions
P.O. Box 2245
Gulfport, MS 39505-2245
888-733-3626

STANDARD SUBTERRANEAN TERMITE PRE-TREATMENT AGREEMENT

Adopted by the Pest Control Advisory Council & Approved by the Bureau of Plant Industry

This agreement made this 15th day of February, 2010 at Gautier, Mississippi by and between REDD PEST SOLUTIONS hereunto duly authorized pest control operator licensed under the Mississippi laws and regulations governing Pest Control Operators, and BBC whose address being P.O. Box 563 Poplarville, Ms. 39470. In consideration of the sum of \$200.00 plus tax \$14.00 or a total of \$214.00 to be paid as follows: billed. The pest control operator does hereby agree to treat the construction area (s) described herein.

Handwritten notes: \$ 250.00, \$ 17.50, 267.50 with an arrow pointing to the total amount.

I. TREATMENT SPECIFICATIONS

This agreement provided for the treatment of Subterranean Termites. Work performed under this agreement shall comply with all of the rules and regulations of the Mississippi Department of Agriculture and Commerce, Bureau of Plant Industry.

The property to be treated under this agreement is known as:

914 De La Pointe Street or Lot Number, Gautier Town, Jackson County

And will be the following type construction:

Monolithic Slab, Supported Slab, Floating Slab, Crawl, Basement, Other

The building or buildings to be constructed on the above property are more specifically described as follows: Commercial.

Diagram showing construction dimensions and outline of work to be carried out are on back of this agreement. Exterior perimeter treatment will be completed within twelve months. The property described above shall be treated with:

Chemical Used: Bifen, Percent Concentration: 0.06%, Total Volume: 95

II. GUARANTEE

In fulfilling the condition of this agreement REDD PEST SOLUTIONS agrees to pre-treat soil and/or gravel after site preparation is completed as required by the label of the termiticide used, and to control subterranean termites for a period of one (1) year from the effective date of this agreement; and to make an initial inspection within thirty days of the anniversary date of the initial treatment at no additional cost and to perform any additional treatment as may be necessary, also at no additional cost, provided there has been no change to the structure or conditions of the structure as originally treated.

The purchaser warrants full cooperation with the pest control operator during the life of this agreement, and agrees to maintain the area treated free from any factor contributing to an infestation, such as wood, trash, lumber or direct wood soil contact on the area treated.

III. RENEWAL/CANCELLATION

This agreement may be continued and the price will be \$115.00 plus tax \$8.05 for a total of \$123.05 per building per year payable a year in advance for four additional years. At the end of the fifth (5) year, the renewal fee may be re-negotiated.

After the fifth year, either party shall have the right upon anniversary date of this agreement to cancel this agreement in its entirety by written notification thirty (30) days prior to the anniversary date.

IV. LIABILITY

The obligation of the pest control operator under this agreement is conditioned upon payment in full of the agreement price as set forth above and failure to pay the same in full shall cancel this agreement in its entirety and discharge the pest control operator of any, and all liability and any amount paid shall become the property of the pest control operator as liquidated damages hereunder.

The pest control operator agrees to exercise due care in applying treatment in order to avoid damage to shrubs and vegetation around the structure but under no circumstances or conditions shall the pest control operator be responsible for damage involved in this job or stains or discoloration to any part of the structure except those resulting from negligence on the part of the pest control operator.

V. ARBITRATION

The purchaser and the pest control operator agree that any controversy or claim between them arising out of or relating to this agreement shall be settled exclusively by arbitration. Such arbitration shall be conducted in accordance with the Commercial Arbitration Rules then in force of the American Arbitration Association.

ACCEPTED BY: Signature of Applicator: [Signature] Date: 2/15/2010

Signature of License or Permit Holder: [Signature] Date: 2/15/2010

License or Permit #: 566 Expiration Date: 2011

Signature of Requesting Party: _____ Date: _____

STANDARD SUBTERRANEAN TERMITE PRE-TREATMENT AGREEMENT

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This agreement made this 15th day of February, 2010 at Gautier, Mississippi by and between REDD PEST SOLUTIONS hereunto duly authorized pest control operator licensed under the Mississippi laws and regulations governing Pest Control Operators, and BBC whose address being P.O. Box 563 Poplarville, Ms. 39470 . In consideration of the sum of \$200.00 plus tax \$14.00 or a total of \$214.00 to be paid as follows: billed. The pest control operator does hereby agree to treat the construction area (s) described herein.

\$ 250.00 \$ 17.50 \$ 267.50 with

I. TREATMENT SPECIFICATIONS

This agreement provided for the treatment of Subterranean Termites. Work performed under this agreement shall comply with all of the rules and regulations of the Mississippi Department of Agriculture and Commerce, Bureau of Plant Industry.

The property to be treated under this agreement is known as:

914 De La Pointe Street or Lot Number Gautier Town Jackson County

And will be the following type construction:

[X] Monolithic Slab [] Supported Slab [] Floating Slab [] Craw [] Basement [] Other

The building or buildings to be constructed on the above property are more specifically described as follows: Commercial.

Diagram showing construction dimensions and outline of work to be carried out are on back of this agreement. Exterior perimeter treatment will be completed within twelve months. The property described above shall be treated with:

Chemical Used: Bifen Percent Concentration: 0.06% Total Volume: 95

II. GUARANTEE

In fulfilling the condition of this agreement REDD PEST SOLUTIONS agrees to pre-treat soil and/or gravel after site preparation is completed as required by the label of the termiticide used, and to control subterranean termites for a period of one (1) year from the effective date of this agreement, and to make an initial inspection within thirty days of the anniversary date of the initial treatment at no additional cost and to perform any additional treatment as may be necessary, also at no additional cost, provided there has been no change to the structure or conditions of the structure as originally treated. Pest control operator guarantees to repair damage occurring while agreement is in force due to active subterranean termites. Activity will be confirmed by Bureau of Plant Industry.

The purchaser warrants full cooperation with the pest control operator during the life of this agreement, and agrees to maintain the area treated free from any factor contributing to an infestation, such as wood, trash, lumber or direct wood soil contact on the area treated. Purchaser agrees not to make any alterations or additions to the structure without notifying the pest control operator for proper treatment to be performed and agrees to eliminate faulty plumbing, leaks and dampness from drains, condensation or leaks from the roof or otherwise into, onto or under said area treated. At no time will damage caused to any portion of the structure, even by an active infestation, be the responsibility of the pest control operator in areas where any of the conditions described in this paragraph exist.

III. RENEWAL/CANCELLATION

This agreement may be continued and the price will be \$115.00 plus tax \$8.05 for a total of \$123.05 per building per year payable a year in advance for four additional years. At the end of the fifth (5) year, the renewal fee may be re-negotiated. Upon renewal of this agreement the pest control operator agrees to inspect said property no less than once annually and to do any retreatment work required at no further cost to the purchaser provided there has been no change by the purchaser or anyone else to the structure or the conditions of the structure as originally treated.

After the fifth year, either party shall have the right upon anniversary date of this agreement to cancel this agreement in its entirety by written notification thirty (30) days prior to the anniversary date. This notice shall be delivered or mailed to the address of the owner shown in this agreement or the last known address of the owner.

IV. LIABILITY

The obligation of the pest control operator under this agreement is conditioned upon payment in full of the agreement price as set forth above and failure to pay the same in full shall cancel this agreement in its entirety and discharge the pest control operator of any, and all liability and any amount paid shall become the property of the pest control operator as liquidated damages hereunder, unless the Bureau of Plant Industry determines the pest control operator has failed to treat according to the applicable rules and regulations. Liability of the pest control operator is limited to the life of the agreement and any renewal thereof.

The pest control operator agrees to exercise due care in applying treatment in order to avoid damage to shrubs and vegetation around the structure but under no circumstances or conditions shall the pest control operator be responsible for damage involved in this job or stains or discoloration to any part of the structure except those resulting from negligence on the part of the pest control operator.

V. ARBITRATION

The purchaser and the pest control operator agree that any controversy or claim between them arising out of or relating to this agreement shall be settled exclusively by arbitration. Such arbitration shall be conducted in accordance with the Commercial Arbitration Rules then in force of the American Arbitration Association. The decision of the arbitrator shall be a final and binding resolution of the disagreement which may be entered as a judgment by any court of competent jurisdiction. Neither party shall sue the other where the basis of the suit in this agreement other than for enforcement of the arbitrator's decision. In no event shall either party be liable to the other for indirect, special or consequential damages or loss of anticipated profits.

ACCEPTED BY: Signature of Applicator: [Signature] Date: 2/15/2010
Signature of License or Permit Holder: [Signature] Date: 2/15/2010
License or Permit #: 566 Expiration Date: 2011
Signature of Requesting Party: Date:

This pest control operator is licensed and regulated by: The Mississippi Department of Agriculture and Commerce, Bureau of Plant Industry, P. O. Box 5207, Mississippi State, MS 39762, (601) 325-3390

Redd Pest Solutions
P.O. Box 2245
Gulfport, MS 39505
1-888-733-3626

CUSTOMER INVOICE

3330 Hwy 90

PLEASE REMIT FROM THIS INVOICE, INCLUDE YOUR LOCATION NUMBER WHEN SUBMITTING A CHECK.

Name CITY PARK
Address 914 DE LA POINTE
City/State GAULTIER MS.

Phone _____
Cell # _____
Acct # 12245

SERVICE	DESCRIPTION	PRICE
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PRETREATS

PRETREAT FOR 960 SQ. FT. OF BATHROOMS.

Amount 250.00
Tax 17.50
Total \$267.50



1-1/2% PER MONTH (18% PER ANNUM) INTEREST CHARGED ON ALL ITEMS 30 DAYS PAST DUE.

FORREST 281-3537

DATE 2/18/10

PEARL RIVER 798-1158
STONE 828-9111
HARRISON 808-2222
HANCOCK 482-3888
GEORGE 947-0240
MOBILE 680-1500
JACKSON 762-1561
BALDWIN 843-1550

Technician Signature LEE MILLOR

IF PAYING WITH CHECK, PLEASE REFERENCE LOCATION AND/OR ORDER NUMBER.

THANK-YOU FOR YOUR BUSINESS!

REG PC REG O/S FLEA CONTROL INITIAL TREAT. ONE TIME 1/8 CB

Payment Options Cash Check # _____

Visa/MC Exp Date _____

Card # _____

Amount collected _____

OTHER PRETREAT

Acct# _____

Target Pest TERMITES

Amount 250.00

Name CITY PARK

PRETREAT FOR 960 SQ. FT. OF BATHROOMS.

Tax 17.50

Address 914 DE LA POINTE

Total \$267.50

City/St GAULTIER, MS.

Phone _____

MATERIAL/PRODUCT	QTY	UOM	%
TALSTAR	95GALS		.06%

Time In 830

Time Out 905

CUSTOMER SIGNATURE
I hereby acknowledge the satisfactory completion of all services rendered, and agree to pay the cost of services as specified above.

LEE MILLOR
TECHNICIAN SIGNATURE

2/18/10
DATE