

Service Contract

This Construction Contract (hereinafter called "Contract") is hereby made on this 25 day of January 2021, by and between Muskogee County, hereafter called client, and (Vendor) Vanish Pest & Wildlife Services, LLC.

Article I

Engagement/Description of Work

- A. Contractor shall provide the following services (the Project):

*****All Inclusive Trapping Service*****

Year-round service regardless of weather

30 hours of service per month

Trap any type of animals requested

Unlimited traps

No other set-up costs

No per animal charges

- B. Client engages Contractor and Contractor agrees to provide to Client all necessary services, materials and labor necessary for the completion of the Project including, but not limited to, labor, site security and all necessary tools and machinery needed for project completion, as described in the Proposal.

- C. Contractor shall provide the services for the Project at the property located at _____
County wide Commissioners districts

Article II

Schedule and Time of Performance

- A. Contractor shall commence work no later than thirty (30) calendar days from the date of this contract, weather permitting.
- B. In the event that Client and Contractor agree on changes to the Project after this contract is executed, the Parties will agree to new time deadlines that are reasonable in the light of the modifications.

Article III

Payment Schedule

- A. In consideration of the performance of this contract, Client agrees to pay Contractor the sum of One Thousand Five Hundred (\$1,500.00) dollars, per month (the Contract Price) on the following payment schedule.
- B. Contractor shall be paid as follows: the contract price is due within thirty (30) days of submission of invoice to the Client and submission of a W9 form to the Muskogee County Clerk.

Article IV
Changes to Work

- A. All changes or modifications to the work ordered by Client must be made in writing, with appropriate adjustments made to the total payment and payment schedule. The approval of both Parties shall be required for substantial product changes such as the date of completion, project price and substantive modifications to the project itself, and notification of these changes must be made in a timely manner.
- B. If these changes should require additional expense to Contractor, Contractor must make a claim for increase, in writing (filing of change of scope), in a timely manner. Client must approve this "change of scope", by a vote of the Board of County Commissioners, prior to any changes to the work, project or schedule.

Article V
Delays

- A. If Contractor is delayed from completing required work due to unavoidable casualties, Client shall grant Contractor an extension for the completion of work equal to delay. Unavoidable casualties include, but are not limited to, fire, flood, natural disasters or negligence on the part of the Client.
- B. In the event of unavoidable casualties, Contractor shall properly document the both the event and the impact of that event on project completion. Documentation shall be presented to Client in a timely manner.

Article VI
Right to Stop Work

- A. If Contractor fails to correct defective work or persistently fails to supply materials or equipment in accordance with the Contract Documents, Client may order Contractor to stop the work, or any portion thereof, until the cause for such order has been eliminated.

Article VII
Access and Condition of Premises

- A. Free access to the work and project site shall be granted by Contractor to Client, the designated agents of Client, and all necessary public authorities.
- B. Contractor agrees to keep premises clean and orderly. Contractor shall remove all debris as needed during working hours in order to maintain work conditions free of health and safety hazards.

Article VIII

Work Performance and Work Quality

- A.** Contractor shall conduct its activities in a professional manner and adhere to the reasonable wishes of Client in relation to its working schedule. Additionally, Contractor's work shall adhere to and be in compliance with both the Standard Practices of the Trades and any relevant Manufacturer's Specifications.
- B.** Contractor shall protect all work adjacent to the Project site from any damage resulting from the work of Contractor and shall repair or replace any damaged work at its own expense. Contractor shall take all precautions to protect persons from injury and unnecessary interference or inconvenience.

Article IX

Warranty

- A.** Contractor hereby warrants that the work performed and the project completed will meet the standards set forth and agreed upon by the Parties. Upon full payment of the contract price, Contractor agrees to fix and otherwise remedy any workmanship defects found by Client in the work within (90) days after completion, at Contractor's own cost. Contractor is not responsible for normal wear and tear or damage caused by other contractor's.
- B.** Contractor is only responsible for damages to the Project by negligence, dangerous activities, intentional disregard of professional standards of care normally exercised within the industry, or breach of any governmental statute, ordinance, local rule or law.

Article X

Licenses and Permits

- A.** Contractor will be responsible for obtaining the necessary permits and licenses to fulfill the services specified in this contract and providing proof upon request of client.

Article XI

Fines

- A.** Contractor is responsible for maintaining proper work, safety and environmental protection standards. Contractor agrees to hold Client harmless for all fines from federal, state or local agencies and regulators. Contractor will work in compliance with all standards required by the EPA, OSHA and other applicable federal agencies. Contractor will be responsible for paying all fines and judgments levied by these agencies resultant from the performance of this contract.

Article XII
Relationship of Parties

- A. The relationship created between the Parties shall be limited to that of independent contractors. Neither Party shall undertake any actions that would imply or seek to establish, any partnership, ownership, employment, joint venture or trust relationship between the Parties, except by amendment to this Contract.

Article XIII
General

- A. Both Parties are expressly prohibited from assigning this Contract or any rights or interest flowing there from. Assignment will only incur with the express written consent of both Parties.
- B. This Contract contains the entire agreement and understanding between the Parties and supersedes any prior or contemporaneous written or oral contracts, representations and warranties between them respecting subject matter of this Contract.
- C. This Contract will be interpreted and enforced under the laws of the State of Oklahoma, without regard to conflict of laws.

IN WITNESS THEREOF, the Parties hereto execute this Contract.

Vendor: Vanish Pest & Wildlife Services, LLC


Muskogee Board of County Commissioners:



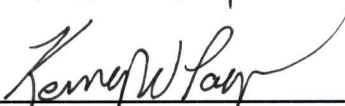
Authorized Representative (Signature)

C.B. Abel

Authorized Representative (Printed)



Keith Hyslop, Chairman



Kenny Payne, Member



Ken Doke, Member

Attest:



Polly Irving, County Clerk



PLEASE REMOVE LICENSE SHOWN BELOW AND DISPLAY IN A PUBLIC PLACE. THIS IS YOUR RECEIPT FOR PAYMENT AND LICENSE TO PERFORM THE TYPE OF WORK SHOWN IN THE STATE OF OKLAHOMA.


THIS LICENSE WILL EXPIRE ON THE DATE SHOWN.

*Post control License
STATE Hunting!
TRAPPING -*

Pesticide Application Categories Are As Follows:

1a: Agricultural Plant	8: Public Health
1b: Agricultural Animal	9: Regulatory
2: Forestry	10: Demonstration & Research
3a: Ornamental & Turf Outdoor	11a: Bird & Vertebrate Animal
3b: Interiorscape	11b: Predatory Animal
3c: Nursery/Greenhouse	12a: Pressure Facility Timber Treating
4: Seed Treatment	12b: Ground Line Utility Pole Timber Treating
5: Aquatic	13: Antimicrobial
6: Right-of-Way	14a: Sewer Root
7a: General Pest	14b: Cooling Tower
7b: Structural Pest	14c: Specialty
7c: Fumigation	A: Aerial

*Department of Ag Has not
Sent 2021 license yet -
Will update as soon as
it arrives -*

 OKLAHOMA DEPARTMENT OF AGRICULTURE, FOOD & FORESTRY
P.O. BOX 528804 OKLAHOMA CITY OK 73152-8804 (405) 521-3864

Consumer Protection Services
PESTICIDE APPLICATOR'S LICENSE
UNDER AND SUBJECT TO THE PROVISIONS OF THE OKLAHOMA AGRICULTURAL CODE,
PESTICIDE APPLICATOR'S LICENSE VALID IN THE CATEGORIES INDICATED BELOW

LICENSE TYPE: Commercial
LICENSE NUMBER: 7303

3A; 7A; 7B;

ISSUED TO:
VANISH PEST & WILDLIFE SPECIALIST LLC
1016 MAPLE
MUSKOGEE OK 74403

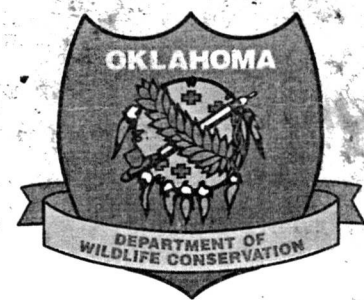
RECEIPT: 325804672
DATE OF ISSUE: 6/23/2020
EXPIRATION DATE: 12/31/2020

2020 AGN0133340

UNLESS CANCELLED OR SUSPENDED FOR VIOLATION OF LAW AND REGULATION

OKLAHOMA DEPARTMENT OF AGRICULTURE, FOOD, & FORESTRY
P.O. BOX 528804
OKLAHOMA CITY OK 73152-8804
Consumer Protection Services
LICENSE ENCLOSED

VANISH PEST & WILDLIFE SPECIALIST LLC
1016 MAPLE
MUSKOGEE OK 74403



SPECIAL LICENSE





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/4/2021

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 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
The Beckman Company
118 16th St
PO Box 429
Muskogee OK 74402-0429

CONTACT NAME: Debbie Avance
PHONE (A/C, No, Ext): 918-683-7844
E-MAIL ADDRESS: davance@beckmancompany.com
FAX (A/C, No): 918-687-0244

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A : Western World Insurance Company

13196

INSURED
Vanish Pest & Wildlife Specialists LLC
C.B. & Heather Abel
1016 Maple
Muskogee OK 74403

C.B.ABE-02

INSURER B :

INSURER C :

INSURER D :

INSURER E :

INSURER F :

REVISION NUMBER:

CERTIFICATE NUMBER: 1645630075

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			NPP8728527	7/13/2020	7/13/2021	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 \$ \$ COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						EACH OCCURRENCE \$ AGGREGATE \$ \$ PER STATUTE OTH-ER
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Extermination, Pest Control & Nuisance Wildlife

CERTIFICATE HOLDER

Muskogee County
400 West Broadway
Muskogee OK 74401

CANCELLATION

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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NOTICE FOR BID

Notice is hereby given that at 9:30 A.M., on January 19th, 2021 the Board of County Commissioners, 400 West Broadway, Muskogee, OK will receive sealed bids for the following:

County Wide All Districts---All-Inclusive Trapping Service----

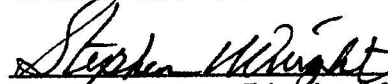
**Year-Round Service Regardless of Weather
30 Hours of Service Per Month
Trap Any Types of Animal Requested
Unlimited Traps
No Other Setup Costs
No per-animal charges
Legal and Licensed with Proof of Liability Insurance—INCULDED in Bid**

For bid packets please call Dianna Cope, Muskogee County Clerk 918 682 2169.

Bidders may file sealed bids by mail/UPS/FedEx with the County Clerk on or before the date above mentioned. The Board of County Commissioners reserves the right to reject any or all bids. The Board of County Commissioners will accept the lowest and or best bid. A Non-Collusion Affidavit MUST BE ATTACHED TO ALL BIDS.

Approved this 14th, day of December, 2020.

MUSKOGEE COUNTY COMMISSIONERS

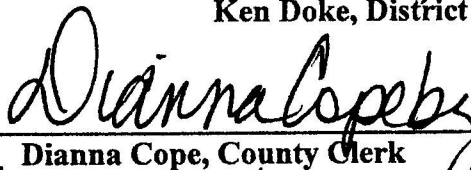


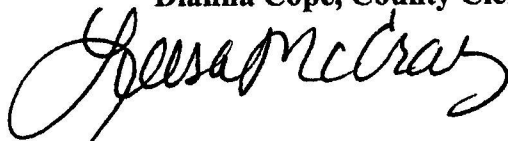
Stephen Wright, District # 2 Commissioner, Chairman



Ken Doke, District # 1 Commissioner

ATTEST:


Dianna Cope, County Clerk





All-Inclusive Trapping Service

Year-Round service regardless of weather

30 Hours of Service per Month

Trap any type of animal requested

Unlimited traps

No other setup costs

No per-animal charges

legal and licensed

insured, etc.

County wide all Districts