



**Kevin Madok, CPA**

Clerk of the Circuit Court & Comptroller – Monroe County, Florida

**DATE:** October 6, 2022  
**TO:** Alice Steryou  
Contract Monitor  
**FROM:** Pamela G. Hancock  M.D.C.  
**SUBJECT:** September 21<sup>st</sup> BOCC Meeting

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Attached are electronic copies of the following items for your handling:

C15 Agreement with Tower Pest Control, Inc., for Lower Keys Pest Control Services at County facilities with an annual amount not to exceed \$29,000.00. Funding is ad valorem.

C24 2nd Amendment to Agreement with Gary's Plumbing and Fire, Inc., for Full Maintenance Fire Protection Services at County facilities to increase the contract amount by the CPI-U of 7% and renew the Agreement for the first of four optional one-year renewals. Funding is ad valorem.

Should you have any questions please feel free to contact me at (305) 292-3550.

cc: County Attorney  
Finance  
File

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KEY WEST  
500 Whitehead Street  
Key West, Florida 33040

MARATHON  
3117 Overseas Highway  
Marathon, Florida 33050

PLANTATION KEY  
88770 Overseas Highway  
Plantation Key, Florida 33070

**AGREEMENT  
FOR  
PEST CONTROL - LOWER KEYS  
MONROE COUNTY, FLORIDA**

This Agreement is made and entered into this 21st day of September 2022, between **MONROE COUNTY, FLORIDA** ("COUNTY"), a political subdivision of the State of Florida, whose address is 1100 Simonton Street, Key West, Florida 33040, and **TOWER PEST CONTROL, INC.**, a *Florida Profit Corporation*, authorized to do business in the State of Florida, ("CONTRACTOR"), whose address is 7760 West 20 Ave., Bay 14, Hialeah, Florida 33016.

**WHEREAS**, COUNTY desires to contract for the performance of the work or services described in Exhibit "A"; and

**WHEREAS**, CONTRACTOR desires to and is able to perform the work or services described in attached Exhibit "A"; and

**WHEREAS**, it serves a legitimate public purpose for CONTRACTOR to perform the work or services, as described in attached Exhibit "A," for Monroe County;

**NOW, THEREFORE, IN CONSIDERATION** of the mutual promises and covenants contained herein, it is agreed as follows:

**1. THE AGREEMENT**

The Agreement consists of this document, the Request for Proposals ("RFP") documents, exhibits, any addenda, the response to the RFP, and all required insurance documentation, only.

**2. SCOPE OF WORK**

The Scope of Work shall include, but not be limited to, all work and / or services shown and listed in **Exhibit "A"**, which is attached hereto and made a part hereof. The Contractor is required to provide a complete job as contemplated by this Scope of Work. The Contractor shall furnish all labor, supervision, materials, power, tools, equipment, supplies, permits, if any are necessary, and any other means of construction or work necessary or proper for performing and completing the Scope of Work, unless otherwise specifically stated, or as amended throughout the term of this Agreement.

**3. PERSONNEL**

Communication between the County Representative and the Contractor's personnel is very important. Therefore, the Contractor must assure that at least one (1) of its personnel per building can communicate well in the English language with the County

Representative. Any employee hired by the Contractor will be the Contractor's employee and in no way has any association with the County. The Contractor shall insure that its employees are trained in all appropriate safety regulations, including but not limited to, OSHA regulations, and all other applicable local, State and Federal regulations.

Uniforms are preferred for Contractor's personnel, however; photo identification cards are required, which shall clearly identify personnel as employees of the Contractor. This requirement shall apply upon entering County property and at all times while on duty.

The business must be licensed by the State of Florida, Department of Agriculture and Consumer Services, Bureau of Entomology and Pest Control. A Florida Certified Pesticide Applicator's License must be submitted prior to any pesticide application. Service technicians must have the applicable licensing with them at all times. Operating licensing must be in the category of General Household Pest & Rodent Control. A copy of renewed licensing must be submitted to the Contract Monitor each year. The Contractor must insure that trained personnel with proper licensing apply pesticides. For more information, refer to the Structural Pest Control Act, Chapter 482, Florida Statutes.

#### **4. BACKGROUND CHECKS / FINGERPRINTING**

Contractor employees must consent to Level One background checks and the results are to be provided to the County within thirty (30) days of award of the contract. The County reserves the right to refuse personnel based on results of the background check. The County reserves the right to demand of the Contractor replacement of an employee for the Contractor if a conflict or problem with that employee should arise. The County's Facilities Maintenance Director or his designee shall have the right to require any employee(s) of the Contractor to be permanently removed from any County facility serviced by the Contractor whenever it appears to be in the best interest of the County. It is the responsibility of the Contractor to inform the Facilities Maintenance Director or his designee of all new hires and the results of the background check. The Contractor will be responsible for the supervision, hiring and firing of their own employees, and shall be solely responsible for the pay, worker's compensation insurance, and benefits.

Some work will be conducted at secure facilities, including, but not limited to law enforcement and fire rescue. Background checks, including at a minimum:

- A. Warrants check;
- B. Fingerprints;
- C. Local Records check;
- D. Prior employment check; and
- E. Criminal History check

are required of Contractor's personnel that will enter Monroe County Sheriff's Office ("MCSO") facilities. Background checks on such personnel will be conducted by the MCSO.

MCSO may prohibit entry to, or remove from, any secure facility any Contractor employee who, in the judgment of MCSO, poses a risk to the security or good order of the facility. Thereafter, MCSO and the Contractor will immediately discuss resolution of the problem. If the problem is not resolved to the satisfaction of the MCSO, the employee shall not be permitted to return to any facility operated by the MCSO. Contractor will promptly replace the employee at no additional cost to County.

Contractor further agrees to notify County immediately upon becoming aware that one of its employees or subcontractor's employees, who previously completed the background check, is subsequently arrested or convicted of any crime. Failure by Contractor to notify County of such arrest or conviction within forty-eight (48) hours of being put on notice by the employee/subcontractor and/or within five (5) days of its occurrence shall constitute grounds for immediate termination of this contract by County. The parties further agree that failure by Contractor to perform any of the duties described in this paragraph shall constitute a material breach of the contract entitling County to terminate this contract immediately with no further responsibility to make payment or perform any other duties described herein.

**5. CONTRACT SUM AND PAYMENTS TO CONTRACTOR**

A. Monroe County's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Board of County Commissioners ("BOCC"). County shall pay in accordance with the Florida Local Government Prompt Payment Act and Monroe County Code; payment will be made after delivery and inspection by County and upon submission of a proper invoice by Contractor.

B. Contractor shall submit to County invoices no later than fifteen (15) days after inspections/repairs with supporting documentation acceptable to the Clerk. Acceptability to the Clerk is based on generally accepted accounting principles and such laws, rules, and regulations as may govern the Clerk's disbursement of funds. If any additional issues are found, the County must be notified in writing within twenty-four (24) hours, including a correction proposal. Monroe County's Fiscal Year is October 1<sup>st</sup> through September 30<sup>th</sup>. All outstanding invoices must be submitted for payment within ten (10) days of the end of the Fiscal Year to avoid non-payment for those services.

C. The cost of labor used by the Contractor to fulfill the obligation of the Contract will be included in the following amounts of:

FACILITY	ADDRESS	FREQUENCY	TREATMENT COST
Gato Building	1100 Simonton St., Key West	Monthly	\$120.00
Harvey Government Center	1200 Truman Ave., Key West	Monthly	\$95.00
Historic Courthouse	500 Whitehead St., Key West	Monthly	\$95.00
Jefferson Browne (incl. Old Jail)	502 Whitehead St., Key West	Monthly	\$95.00
Lester Building	530 Whitehead St., Key West	Monthly	\$95.00
Freeman Justice Center	302 Fleming St., Key West	Monthly	\$95.00

Key West Library	700 Fleming St., Key West	Monthly	\$60.00
Bayshore Manor	5200 College Road, Stock Island	Monthly	\$95.00
County Attorney Offices	1111 12th St., Suite 408, Key West	Monthly	\$40.00
Big Pine Key Library	213 Key Deer Blvd., Big Pine Key	Monthly	\$40.00
Blue Heron Community Center	30451 Lyttons Way, Big Pine Key	Monthly	\$35.00
Big Pine DMV	247 Key Deer Blvd, Big Pine Key	Monthly	\$30.00
Commissioner Coldiron's Office	243 Key Deer Blvd, Big Pine Key	Monthly	\$30.00
Stock Island Fire Station #8	5655 MacDonald Ave., Stock Island	Monthly	\$45.00
Big Pine Key Fire Station #13	390 Key Deer Blvd., Big Pine Key	Monthly	\$45.00
Big Coppitt Key Fire Station #9	28 Emerald Dr., Big Coppitt Key	Monthly	\$45.00
Sugarloaf Key Fire Station # 10	17097 Overseas Hwy., Sugarloaf Key	Monthly	\$45.00
Cudjoe Key Fire Station #11	22352 Overseas Hwy., Cudjoe Key	Monthly	\$45.00
Future Public Defender's Office	316 Simonton St., Key West	Monthly	\$45.00
2 Public Works Trailers and Fleet Garage @ Rockland Key Site	123 Overseas Highway, Rockland Key	Monthly	\$45.00
Key West DMV	3304 N. Roosevelt Blvd., Key West	Monthly	\$40.00

**Total Annual Cost for twenty-one (21) Locations, (23) Buildings is Fifteen Thousand Three Hundred Sixty and 00/100 (\$15,360.00) Dollars.**

***There shall be no additional charges to the Owner for travel, mileage, meals, or lodging.***

D. Total Annual Compensation to CONTRACTOR under this Agreement shall not exceed Twenty-nine Thousand and 00/100 (\$29,000.00) Dollars, unless pre-approved work requiring additional funds is implemented.

**6. TERM OF AGREEMENT**

This two (2) year Agreement shall commence on October 1, 2022, and ends upon September 30, 2024, unless terminated earlier under paragraph 21 of this Agreement.

The County shall have the option to renew this Agreement for up to an additional three (3) one-year periods on terms and conditions mutually agreeable to the parties, exercisable upon written notice given at least thirty (30) days prior to the end of the initial term. Unless the context clearly indicates otherwise, references to the "term" of this Agreement shall mean the initial term of two (2) years. The County is not required to state a reason if it elects not to renew.

The Contract amount may be adjusted annually in accordance with the percentage change in the U.S. Department of Commerce Consumer Price Index (CPI-U) for all Urban Consumers

as reported by the U.S. Bureau of Labor Statistics and shall be based upon the CPI-U computation at December 31 of the previous year or 3%, whichever is less.

7. **LICENSES**

Contractor has, and shall maintain throughout the term of this Agreement, appropriate licenses. Proof of such licenses shall be submitted to the County upon execution of this Agreement and annually thereafter or upon any renewal.

8. **MAINTENANCE OF RECORDS**

Contractor shall maintain all books, records, and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied. Records shall be retained for a period of seven (7) years from the termination of this Agreement or five (5) years from the submission of the final expenditure report as per 2 CFR §200.33, if applicable, whichever is greater. Each party to this Agreement or their authorized representatives shall have reasonable and timely access to such records of each other party to this Agreement for public records purposes during the term of the Agreement and for seven (7) years following the termination of this Agreement.

9. **RIGHT TO AUDIT**

*Availability of Records.* The records of the parties to this Agreement relating to the Project, which shall include but not be limited to accounting records (hard copy, as well as computer readable data if it can be made available; subcontract files (including proposals of successful and unsuccessful bidders, bid recaps, bidding instructions, bidders list, etc.); original estimates; estimating work sheets; correspondence; change order files (including documentation covering negotiated settlements); backcharge logs and supporting documentation; general ledger entries detailing cash and trade discounts earned, insurance rebates and dividends; any other supporting evidence deemed necessary by County or the Monroe County Office of the Clerk of Court and Comptroller (hereinafter referred to as "County Clerk") to substantiate charges related to this agreement, and all other agreements, sources of information and matters that may in County's or the County Clerk's reasonable judgment have any bearing on or pertain to any matters, rights, duties or obligations under or covered by any contract document (all foregoing hereinafter referred to as "Records") shall be open to inspection and subject to audit and/or reproduction by County's representative and/or agents or the County Clerk. County or County Clerk may also conduct verifications such as, but not limited to, counting employees at the job site, witnessing the distribution of payroll, verifying payroll computations, overhead computations, observing vendor and supplier payments, miscellaneous allocations, special charges, verifying information and amounts through interviews and written confirmations with employees, Subcontractors, suppliers, and contractors representatives. All records shall be kept for ten (10) years after Final Completion of the Project. The County Clerk possesses the independent authority to conduct an audit of Records, assets, and activities relating to this Project. If any auditor employed by Monroe County or County Clerk determines that monies paid to Contractor pursuant to this Agreement were spent for purposes not authorized by this Agreement, the Contractor shall repay the monies together with interest calculated pursuant to Section 55.03, F.S., running from the date

the monies were paid to Contractor. The *right to audit* provisions survives the termination of expiration of this Agreement.

10. **PUBLIC RECORDS COMPLIANCE**

Contractor must comply with Florida public records laws, including but not limited to Chapter 119, Florida Statutes and Section 24 of Article I of the Constitution of Florida. The County and Contractor shall allow and permit reasonable access to, and inspection of, all documents, records, papers, letters or other "public record" materials in its possession or under its control subject to the provisions of Chapter 119, Florida Statutes, and made or received by the County and Contractor in conjunction with this contract and related to contract performance. The County shall have the right to unilaterally cancel this contract upon violation of this provision by the Contractor. Failure of the Contractor to abide by the terms of this provision shall be deemed a material breach of this contract and the County may enforce the terms of this provision in the form of a court proceeding and shall, as a prevailing party, be entitled to reimbursement of all attorney's fees and costs associated with that proceeding. This provision shall survive any termination or expiration of the contract.

The Contractor is encouraged to consult with its advisors about Florida Public Records Law in order to comply with this provision.

Pursuant to Fla. Stat., Sec. 119.0701 and the terms and conditions of this contract, the Contractor is required to:

- (1) Keep and maintain public records that would be required by the County to perform the service.
- (2) Upon receipt from the County's custodian of records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the County.
- (4) Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records that would be required by the County to perform the service. If the Contractor transfers all public records to the County upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of records, in a format that is compatible with the information technology systems of the County.

(5) A request to inspect or copy public records relating to a County contract must be made directly to the County, but if the County does not possess the requested records, the County shall immediately notify the Contractor of the request, and the Contractor must provide the records to the County or allow the records to be inspected or copied within a reasonable time.

If the Contractor does not comply with the County's request for records, the County shall enforce the public records contract provisions in accordance with the contract, notwithstanding the County's option and right to unilaterally cancel this contract upon violation of this provision by the Contractor. A Contractor who fails to provide the public records to the County or pursuant to a valid public records request within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes.

The Contractor shall not transfer custody, release, alter, destroy or otherwise dispose of any public records unless or otherwise provided in this provision or as otherwise provided by law.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, BRIAN BRADLEY AT PHONE NO. 305-292-3470, BRADLEY-BRIAN@MONROECOUNTY-FL.GOV, MONROE COUNTY ATTORNEY'S OFFICE, 1111 12TH STREET, SUITE 408, KEY WEST, FL 33040.**

11. **HOLD HARMLESS, INDEMNIFICATION, DEFENSE, AND INSURANCE**

Notwithstanding any minimum insurance requirements prescribed elsewhere in this agreement, Contractor shall defend, indemnify, and hold the County and the County's elected and appointed officers and employees harmless from and against (i) any claims, actions or causes of action, (ii) any litigation, administrative proceedings, appellate proceedings, or other proceedings relating to any type of injury (including death), loss, damage, fine, penalty or business interruption, and (iii) any costs or expenses that may be asserted against, initiated with respect to, or sustained by, any indemnified party by reason of, or in connection with, (A) any activity of Contractor or any of its employees, agents, contractors, or other invitees during the term of this Agreement, (B) the negligence, recklessness, intentional wrongful misconduct, errors or other wrongful act or omission of Contractor or any of its employees, agents, sub-contractors, or other invitees, or (C) Contractor's default in respect of any of the obligations that it undertakes under the terms of this Agreement, except to the extent the claims, actions, causes of action, litigation, proceedings, costs or expenses arise from the intentional or sole negligent acts or omissions of the County or any of its employees, agents, contractors, or invitees (other than Contractor). The monetary limitation of liability under this Agreement shall be equal to the dollar value of the contract and not less than \$1 million per occurrence pursuant to Section 725.06, Florida Statutes. The limits of liability shall be as set forth in the insurance

requirements included in this paragraph. Insofar as the claims, actions, causes of action, litigation, proceedings, costs or expenses relate to events or circumstances that occur during the term of this Agreement, this section will survive the expiration of the term of this Agreement or any earlier termination of this Agreement.

In the event that the completion of the project (to include the work of others) is delayed or suspended as a result of the Contractor's failure to purchase or maintain the required insurance, the Contractor shall indemnify the County from any and all increased expenses resulting from such delay. Should any claims be asserted against the County by virtue of any deficiency or ambiguity in the plans and specifications provided by the Contractor, the Contractor agrees and warrants that the Contractor shall hold the County harmless and shall indemnify it from all losses occurring thereby and shall further defend any claim or action on the County's behalf.

The extent of liability is in no way limited to, reduced, or lessened by the insurance requirements contained elsewhere within this agreement. Failure of Contractor to comply with the requirements of this section shall be cause for immediate termination of this Agreement.

Prior to execution of this agreement, CONTRACTOR shall furnish the COUNTY Certificates of Insurance indicating the minimum coverage limitations in the following amounts:

**WORKERS COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE.** Where applicable, coverage to apply for all employees at a minimum statutory limits as required by Florida Law, and Employee's Liability coverage in the amount of \$100,000.00 bodily injury by accident, \$500,000.00 bodily injury by disease, policy limits, and \$100,000.00 bodily injury by disease, each employee.

**COMPREHENSIVE AUTOMOBILE VEHICLE LIABILITY INSURANCE.** Motor vehicle liability insurance, including applicable no-fault coverage, with limits of liability of not less than \$300,000.00 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles. If single limits are provided, the minimum acceptable limits are \$200,000.00 per person, \$300,000.00 per occurrence, and \$200,000.00 property damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

**COMMERCIAL GENERAL LIABILITY.** Commercial general liability coverage with limits of liability of not less than \$300,000.00 per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability.

**CERTIFICATES OF INSURANCE.** Original Certificates of Insurance shall be provided to the County at the time of execution of this Agreement and certified copies provided if requested. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the County before any policy or coverage is canceled or restricted. The underwriter of such insurance shall be qualified to do business in the State of Florida. If requested by the County Administrator, the insurance coverage shall be primary insurance with respect to the County, its officials, employees, agents, and volunteers.

**MONROE COUNTY BOARD OF COUNTY COMMISSIONERS, 1100 Simonton Street, Key West, Florida 33040, MUST BE NAMED AS CERTIFICATE HOLDER AND ADDITIONAL INSURED ON ALL POLICIES EXCEPT WORKER'S COMPENSATION.**

**12. NON-WAIVER OF IMMUNITY**

Notwithstanding the provisions of Sec. 768.28, Florida Statutes, the participation of the County and Contractor in this Agreement and the acquisition of any commercial liability insurance coverage, self-insurance coverage, or local government liability insurance pool coverage shall not be deemed a waiver of immunity to the extent of liability coverage, nor shall any Agreement entered into by the County be required to contain any provision for waiver.

**13. INDEPENDENT CONTRACTOR**

At all times and for all purposes under this Agreement, Contractor is an independent contractor and not an employee of the Board of County Commissioners of Monroe County. No statement contained in this Agreement shall be construed so as to find Contractor or any of its employees, subcontractors, servants, or agents to be employees of the Board of County Commissioners of Monroe County.

**14. NONDISCRIMINATION / EQUAL EMPLOYMENT OPPORTUNITY**

CONTRACTOR and COUNTY agree that there will be no discrimination against any person, and it is expressly understood that upon a determination by a court of competent jurisdiction that discrimination has occurred, this Agreement automatically terminates without any further action on the part of any party, effective the date of the court order. CONTRACTOR and COUNTY agrees to comply with all Federal and Florida statutes, and all local ordinances, as applicable, relating to nondiscrimination. These include but are not limited to: 1) Title VII of the Civil Rights Act of 1964 (PL 88-352) which prohibits discrimination on the basis of race, color or national origin; 2) Title IX of the Education Amendment of 1972, as amended (20 USC ss. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; 3) Section 504 of the Rehabilitation Act of 1973, as amended (20 USC s. 794), which prohibits discrimination on the basis of handicaps; 4) The Age Discrimination Act of 1975, as amended (42 USC ss. 6101-6107) which prohibits discrimination on the basis of age; 5) The Drug Abuse Office and Treatment Act of 1972 (PL 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; 6) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; 7) The Public Health Service Act of 1912, ss. 523 and 527 (42 USC ss. 690dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; 8) Title VIII of the Civil Rights Act of 1968 (42 USC s. 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; 9) The Americans with Disabilities Act of 1990 (42 USC s. 12101 Note), as may be amended from time to time, relating to nondiscrimination on the basis of disability; 10) Monroe County Code Chapter 14, Article II, which prohibits discrimination on the basis of race, color, sex, religion, national origin, ancestry, sexual orientation, gender identity or expression, familial status or age; and 11) Any other nondiscrimination provisions in any Federal or state statutes which may apply to the

parties to, or the subject matter of, this Agreement.

**15. ASSIGNMENT/SUBCONTRACT**

Contractor shall not assign or subcontract its obligations under this Agreement to others, except in writing and with the prior written approval of the Board of County Commissioners of Monroe County, which approval shall be subject to such conditions and provisions as the Board may deem necessary. This paragraph shall be incorporated by reference into any assignment or subcontract and any assignee or subcontractor shall comply with all of the provisions of this Agreement. Unless expressly provided for therein, such approval shall in no manner or event be deemed to impose any additional obligation upon the Board.

**16. COMPLIANCE WITH LAW AND LICENSE REQUIREMENTS**

In providing all services/goods pursuant to this Agreement, Contractor shall abide by all laws of the Federal and State government, ordinances, rules, and regulations pertaining to, or regulating the provisions of, such services, including those now in effect and hereinafter adopted. Compliance with all laws includes, but is not limited to, the immigration laws of the Federal and State government. Any violation of said statutes, ordinances, rules, and regulations shall constitute a material breach of this Agreement and shall entitle the Board to terminate this Agreement. Contractor shall possess proper licenses to perform work in accordance with these specifications throughout the term of this Agreement.

**17. DISCLOSURE AND CONFLICT OF INTEREST**

Contractor represents that it, its directors, principals and employees, presently have no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required by this contract, as provided in Sec. 112.311, et. seq., Florida Statutes. County agrees that officers and employees of the County recognize and will be required to comply with the standards of conduct for public officers and employees as delineated in Section 112.313, Florida Statutes, regarding, but not limited to, solicitation or acceptance of gifts; doing business with one's agency; unauthorized compensation; misuse of public position; conflicting employment or contractual relationship; and disclosure or use of certain information.

No Solicitation/Payment. County and Contractor warrant that, in respect to itself, it has neither employed nor retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for it, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of the provision, the Contractor agrees that the County shall have the right to terminate this Agreement without liability and, at its discretion, to offset from monies owed, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

**18. NO PLEDGE OF CREDIT**

Contractor shall not pledge the County's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. Contractor further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this contract.

**19. NOTICE REQUIREMENT**

All written correspondence to the COUNTY shall be dated and signed by an authorized representative of the CONTRACTOR. Any written notices or correspondence required or permitted under this Agreement shall be sent by United States Mail, certified, return receipt requested, postage pre-paid, or by courier with proof of delivery. The place of giving Notice shall remain the same as set forth herein until changed in writing in the manner provided in this paragraph. Notice is deemed received by CONTRACTOR when hand delivered by national courier with proof of delivery or by U.S. Mail upon verified receipt or upon the date of refusal or non-acceptance of delivery. Notice shall be sent to the following persons:

**FOR COUNTY:**

Monroe County  
Facilities Maintenance Department  
123 Overseas Highway – Rockland Key  
Key West, FL 33040

**FOR CONTRACTOR:**

Attn: Francisco Torre  
Tower Pest Control Inc.  
7760 West 20 Ave, Bay14  
Hialeah, Florida 33016

and

County Attorney  
1111 12<sup>th</sup> Street, Suite 408  
Key West, FL 33040

**20. TAXES**

County is exempt from payment of Florida State Sales and Use taxes. Contractor shall not be exempted by virtue of the County's exemption from paying sales tax to its suppliers for materials used to fulfill its obligations under this contract, nor is Contractor authorized to use the County's Tax Exemption Number in securing such materials. Contractor shall be responsible for any and all taxes, or payments of withholding, related to services rendered under this Agreement.

**21. TERMINATION**

- A. In the event that the CONTRACTOR shall be found to be negligent in any aspect of service, the COUNTY shall have the right to terminate this Agreement after five (5) days' written notification to the CONTRACTOR.
- B. Either of the parties hereto may cancel this Agreement without cause by giving the other party sixty (60) days' written notice of its intention to do so.

- C. Termination for Cause and Remedies: In the event of breach of any contract terms, the COUNTY retains the right to terminate this Agreement. The COUNTY may also terminate this Agreement for cause with CONTRACTOR should CONTRACTOR fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, prior to termination, the COUNTY shall provide CONTRACTOR with five (5) calendar days' notice and provide the CONTRACTOR with an opportunity to cure the breach that has occurred. If the breach is not cured, the Agreement will be terminated for cause. If the COUNTY terminates this Agreement with the CONTRACTOR, COUNTY shall pay CONTRACTOR the sum due the CONTRACTOR under this Agreement prior to termination, unless the cost of completion to the COUNTY exceeds the funds remaining in the contract; however, the COUNTY reserves the right to assert and seek an offset for damages caused by the breach. The maximum amount due to CONTRACTOR shall not in any event exceed the spending cap in this Agreement. In addition, the COUNTY reserves all rights available to recoup monies paid under this Agreement, including the right to sue for breach of contract and including the right to pursue a claim for violation of the COUNTY's False Claims Ordinance, located at Section 2-721 et al. of the Monroe County Code.
- D. Termination for Convenience: The COUNTY may terminate this Agreement for convenience, at any time, upon sixty (60) days' notice to CONTRACTOR. If the COUNTY terminates this Agreement with the CONTRACTOR, COUNTY shall pay CONTRACTOR the sum due the CONTRACTOR under this Agreement prior to termination, unless the cost of completion to the COUNTY exceeds the funds remaining in the contract. The maximum amount due to CONTRACTOR shall not exceed the spending cap in this Agreement.
- E. For Contracts of any amount, if the County determines that the Contractor/Consultant has submitted a false certification under Section 287.135(5), Florida Statutes, or has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, the County shall have the option of (1) terminating the Agreement after it has given the Contractor/Consultant written notice and an opportunity to demonstrate the agency's determination of false certification was in error pursuant to Section 287.135(5)(a), Florida Statutes, or (2) maintaining the Agreement if the conditions of Section 287.135(4), Florida Statutes, are met.
- F. For Contracts of \$1,000,000 or more, if the County determines that the Contractor/Consultant submitted a false certification under Section 287.135(5), Florida Statutes, or if the Contractor/Consultant has been placed on the Scrutinized Companies with Activities in the Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, the County shall have the option of (1) terminating the Agreement after it has given the Contractor/Consultant written notice and an opportunity to demonstrate the agency's determination of false certification was in error pursuant to Section 287.135(5)(a), Florida Statutes, or (2) maintaining the Agreement if the conditions of Section 287.135(4), Florida Statutes, are met.

**22. GOVERNING LAW, VENUE, AND INTERPRETATION**

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida applicable to Agreements made and to be performed entirely in the State. In the event that any cause of action or administrative proceeding is instituted for the enforcement or interpretation of this Agreement, the County and Contractor agree that venue will lie in the appropriate court or before the appropriate administrative body in Monroe County, Florida. The Parties waive their rights to trial by jury. The County and Contractor agree that, in the event of conflicting interpretations of the terms or a term of this Agreement by or between any of them the issue shall be submitted to mediation prior to the institution of any other administrative or legal proceeding.

**23. MEDIATION**

The County and Contractor agree that, in the event of conflicting interpretations of the terms or a term of this Agreement by or between any of them the issue shall be submitted to mediation prior to the institution of any other administrative or legal proceeding. Mediation proceedings initiated and conducted pursuant to this Agreement shall be in accordance with the Florida Rules of Civil Procedure and usual and customary procedures required by the circuit court of Monroe County.

**24. SEVERABILITY**

If any term, covenant, condition or provision of this Agreement (or the application thereof to any circumstance or person) shall be declared invalid or unenforceable to any extent by a court of competent jurisdiction, the remaining terms, covenants, conditions and provisions of this Agreement, shall not be affected thereby; and each remaining term, covenant, condition and provision of this Agreement shall be valid and shall be enforceable to the fullest extent permitted by law unless the enforcement of the remaining terms, covenants, conditions and provisions of this Agreement would prevent the accomplishment of the original intent of this Agreement. The County and Contractor agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

**25. ATTORNEY'S FEES AND COSTS**

County and Contractor agree that in the event any cause of action or administrative proceeding is initiated or defended by any party relative to the enforcement or interpretation of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, court costs, investigative, and out-of-pocket expenses, as an award against the non-prevailing party, at all levels of the court system, including in appellate proceedings.

**26. ADJUDICATION OF DISPUTES OR DISAGREEMENTS**

COUNTY and CONTRACTOR agree that all disputes and disagreements shall be attempted to be resolved by meet and confer sessions between representatives of each of the parties. The CONTRACTOR and COUNTY Representative shall try to resolve the claim or dispute with meet and confer sessions. If the issue or issues are still not resolved

to the satisfaction of the parties, then any party shall have the right to seek such relief or remedy as may be provided by this Agreement or by Florida law. This Agreement is not subject to arbitration. This provision does not negate or waive the provisions of Paragraph 14 or Paragraph 21 concerning termination or cancellation.

**27. COOPERATION**

In the event any administrative or legal proceeding is instituted against either party relating to the formation, execution, performance, or breach of this Agreement, County and Contractor agree to participate, to the extent required by the other party, in all proceedings, hearings, processes, meetings, and other activities related to the substance of this Agreement or provision of the services under this Agreement. County and Contractor specifically agree that no party to this Agreement shall be required to enter into any arbitration proceedings related to this Agreement.

**28. BINDING EFFECT**

The terms, covenants, conditions, and provisions of this Agreement shall bind and inure to the benefit of the County and Contractor and their respective legal representatives, successors, and assigns.

**29. AUTHORITY**

Each party represents and warrants to the other that the execution, delivery, and performance of this Agreement have been duly authorized by all necessary County and corporate action, as required by law. Each party agrees that it has had ample opportunity to submit this Contract to legal counsel of its choice and enters into this agreement freely, voluntarily, and with advice of counsel.

**30. CLAIMS FOR FEDERAL OR STATE AID**

Contractor and County agree that each shall be, and is, empowered to apply for, seek, and obtain federal and state funds to further the purpose of this Agreement. Any conditions imposed as a result of funding that affect the Project will be provided to each party.

**31. PRIVILEGES AND IMMUNITIES**

All of the privileges and immunities from liability, exemptions from laws, ordinances, and rules and pensions and relief, disability, workers' compensation, and other benefits which apply to the activity of officers, agents, or employees of any public agents or employees of the County, when performing their respective functions under this Agreement within the territorial limits of the County shall apply to the same degree and extent to the performance of such functions and duties of such officers, agents, volunteers, or employees outside the territorial limits of the County.

**32. LEGAL OBLIGATIONS AND RESPONSIBILITIES**

Non-Delegation of Constitutional or Statutory Duties. This Agreement is not intended to, nor shall it be construed as, relieving any participating entity from any obligation or responsibility imposed upon the entity by law except to the extent of actual and timely performance thereof by any participating entity, in which case the performance may be offered in satisfaction of the obligation or responsibility. Further, this Agreement is not intended to, nor shall it be construed as, authorizing the delegation of the constitutional or statutory duties of the County, except to the extent permitted by the Florida constitution, state statute, and case law.

**33. NON-RELIANCE BY NON-PARTIES**

No person or entity shall be entitled to rely upon the terms, or any of them, of this Agreement to enforce or attempt to enforce any third-party claim or entitlement to or benefit of any service or program contemplated hereunder, and the County and the Contractor agree that neither the County nor the Contractor or any agent, officer, or employee of either shall have the authority to inform, counsel, or otherwise indicate that any particular individual or group of individuals, entity or entities, have entitlements or benefits under this Agreement separate and apart, inferior to, or superior to the community in general or for the purposes contemplated in this Agreement.

**34. ATTESTATIONS**

Contractor agrees to execute such documents as the County may reasonably require to include, but not limited to, a Public Entity Crime Statement, an Ethics Statement, Non-Collusion Statement, and a Drug-Free Workplace Statement.

**35. NO PERSONAL LIABILITY**

No covenant or agreement contained herein shall be deemed to be a covenant or agreement of any member, officer, agent, or employee of Monroe County in his or her individual capacity, and no member, officer, agent, or employee of Monroe County shall be liable personally on this Agreement or be subject to any personal liability or accountability by reason of the execution of this Agreement.

**36. EXECUTION IN COUNTERPARTS**

This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this Agreement by signing any such counterpart.

**37. SECTION HEADINGS**

Section headings have been inserted in this Agreement as a matter of convenience of reference only, and it is agreed that such section headings are not a part of this Agreement and will not be used in the interpretation of any provision of this Agreement.

**38. PUBLIC ENTITY CRIME STATEMENT**

"A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity, may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list."

**39. MUTUAL REVIEW**

This Agreement has been carefully reviewed by Contractor and the County. Therefore, this Agreement is not to be construed against either party on the basis of authorship.

**40. INCORPORATION OF RFP DOCUMENTS**

The terms and conditions of the RFP documents are incorporated by reference in this contract agreement.

**41. ANNUAL APPROPRIATION**

The County's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Board of County Commissioners. In the event that the County funds on which this Agreement is dependent are withdrawn, this Agreement is terminated and the County has no further obligation under the terms of this Agreement to the Contractor beyond that already incurred by the termination date.

**42. COVENANT OF NO INTEREST**

County and Contractor covenant that neither presently has any interest, and shall not acquire any interest, which would conflict in any manner or degree with its performance under this Agreement, and that only interest of each is to perform and receive benefits as recited in this Agreement.

**43. AGREEMENTS WITH SUBCONTRACTORS**

In the event that the Contractor subcontracts any or all of the work in this project to any third party, the Contractor specifically agrees to identify the County as an additional insured on all insurance policies required by the County. In addition, the Contractor specifically agrees that all agreements or contracts of any nature with his/her subcontractors shall include the County as an additional insured.

**44. FLORIDA E-VERIFY SYSTEM**

Beginning January 1, 2021, in accordance with Fla. Stat., Sec. 448.095, the Contractor and any subcontractor shall register with and shall utilize the U.S. Department of

Homeland Security's **E-Verify system** to verify the work authorization status of all new employees hired by the Contractor during the term of the Contract and shall expressly require any subcontractors performing work or providing services pursuant to the Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the work authorization of all new employees hired by the subcontractor during the Contract term. Any subcontractor shall provide an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall comply with and be subject to the provisions of Fla. Stat., Sec. 448.095.

**45. UNCONTROLLABLE CIRCUMSTANCE**

Any delay or failure of either Party to perform its obligations under this Agreement will be excused to the extent that the delay or failure was caused directly by an event beyond such Party's control, without such Party's fault or negligence and that by its nature could not have been foreseen by such Party or, if it could have been foreseen, was unavoidable: (a) acts of God; (b) flood, fire, earthquake, explosion, tropical storm, hurricane or other declared emergency in the geographic area of the Project; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest in the geographic area of the Project; (d) government order or law in the geographic area of the Project; (e) actions, embargoes, or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority prohibiting work in the geographic area of the Project; (each, a "Uncontrollable Circumstance"). CONTRACTOR'S financial inability to perform, changes in cost or availability of materials, components, or services, market conditions, or supplier actions or contract disputes will not excuse performance by Contractor under this Section. Contractor shall give County written notice within 7 days of any event or circumstance that is reasonably likely to result in an Uncontrollable Circumstance, and the anticipated duration of such Uncontrollable Circumstance. Contractor shall use all diligent efforts to end the Uncontrollable Circumstance, ensure that the effects of any Uncontrollable Circumstance are minimized and resume full performance under this Agreement. The County will not pay additional cost as a result of an Uncontrollable Circumstance. The Contractor may only seek a no cost Change Order for such reasonable time as the Owners Representative may determine.

**46. WARRANTY OF PERFORMANCE**

Contractor represents and warrants that it possesses the knowledge, skill, experience, and financial responsibility required to perform and provide all services set forth in the Scope of Work and that each person and entity that will provide services is duly qualified to perform such services by all appropriate governmental authorities, where required, and is sufficiently experienced and skilled in the area(s) for which such person or entity will render such services. Contractor represents and warrants that the services in the Scope of Work shall be performed in a skillful and respectful manner, and that the quality of all such services shall equal or exceed prevailing industry standards for the provision of such services.

**47. ENTIRE AGREEMENT**

This writing embodies the entire agreement and understanding between the parties hereto, and there are no other agreements and understandings, oral or written, with

reference to the subject matter hereof that are not merged herein and superseded hereby. Any amendment to this Agreement shall be in writing, approved by the Board of County Commissioners, and signed by both parties before it becomes effective.

**48. FINAL UNDERSTANDING**

This Agreement is the parties' final mutual understanding. It replaces any earlier agreements or understandings, whether written or oral. This Agreement cannot be modified or replaced except by another written and signed agreement.

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

**[SIGNATURE PAGE TO FOLLOW]**



IN WITNESS WHEREOF, COUNTY and CONTRACTOR hereto have executed this Agreement on the day and year first written above and shall be deemed an original contract.

Attest: KEVIN MADOK, CLERK  
By: James Stamm  
As Deputy Clerk

BOARD OF COUNTY COMMISSIONERS  
OF MONROE COUNTY, FLORIDA  
By: [Signature]  
Mayor

Date: September 21, 2022

RECORDED  
2022 OCT 10 PM 5:00  
7777

Witnesses for CONTRACTOR:  
[Signature]  
Signature

CONTRACTOR:  
TOWER PEST CONTROL, INC.  
By: [Signature]  
Signature of person authorized to legally bind CONTRACTOR

9-2-2022 CARMEN ROSA  
Date Print Name

Date: 9-2-2022  
FRANCISCO TORRE PRUDENT  
Print Name and Title

[Signature]  
Signature

Address: 7700 W 20 AVE  
BOY 14  
HIWALEAH, FL 33016

Telephone Number

9-2-2022 Jorge Trevino  
Date Print Name

MONROE COUNTY ATTORNEY'S OFFICE  
APPROVED AS TO FORM  
[Signature]  
PATRICIA EABLES  
ASSISTANT COUNTY ATTORNEY  
DATE: 9/01/2022

# **EXHIBIT "A"**

## **SCOPE OF WORK**

## **INTENT AND SCOPE OF WORK**

This specification describes minimum requirements to cover the furnishing of all necessary labor, materials, equipment, and other resources needed to control pest(s) in buildings and parks owned or leased by the Monroe County Board of County Commission. The object of this service is to effectively control and eradicate insects, roaches, palmetto bugs, silverfish, vermin, ants, wasps, fleas, mites, bedbugs, scorpions, millipedes and rodents (excluding termites). All work performed shall be to the satisfaction of the Facilities Maintenance Director or designee.

All County buildings requiring pest control services are shown on the List of facilities. Additional buildings may be added to the List of facilities, at any point during the contract, as required by the County. A monthly cost for each additional building will be negotiated with the Contractor.

After contract award, the County reserves the right to add additional related items to this contract. price quotes will be obtained from the Contractor for the additional items. Contractor agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the County may, at any time, secure similar or identical services from another supplier at the County's sole option.

## **TREATMENT SCHEDULE**

1. A thorough inspection and treatment as described herein shall be performed once every thirty (30) calendar days for all areas. In the event this treatment does not control pests to the complete satisfaction of the Facilities Maintenance Director or designee, the Contractor may be subject to an average of one recall per location during each 30-day period for additional treatment at no additional cost. Such notification shall be in writing from the contract monitor.
2. Treatment will include but not be limited to: interior and exterior perimeter General Household Pest Control for Facilities. Rodent monitoring as needed.
3. Contractor shall complete and post approved spray notices at all locations at least twenty-four (24) hours prior to spraying - see Exhibit "B" attached hereto and made a part hereof.
4. Buildings requiring after hours treatment shall be treated on the third (3<sup>rd</sup>) Saturday of every month unless otherwise pre-approved by the Director of Facilities Maintenance or his/her designee.

## **STATEMENT OF CONDITIONS FOUND AND TREATMENT RENDERED**

Following each visit and inspection of a building, the Contractor shall email a report in writing to the Facilities Maintenance Director or designee, stating the conditions that existed and the proper treatment rendered. This notice shall be on a form agreed upon between the Contractor and the Facilities Maintenance Director or designee.

## **RESTRICTIONS ON THE USE OF PEST CONTROL MATERIALS**

A. All rodenticide and/or traps shall be placed only at times and in areas to assure maximum safety.

B. No pest control and/or traps shall be placed where any visitor may recover them.

C. The use of rodenticide shall be restricted to areas **NOT** accessible to the general public.

D. A record of materials used and where used shall be made in **duplicate**, one (1) copy to the Facilities Maintenance Director and one (1) copy to the Contractor.

### **REMOVAL OF DEAD RODENTS**

All dead or dying rodents shall be removed by the Contractor and disposed of to the satisfaction of the Facilities Maintenance Director or designee.

### **LOCATION CONTACTS**

Contractor shall coordinate monthly activities with Monroe County contacts as listed below:

Gato Building - Enrique Gonzalez - 305-797-1492  
Harvey Government Center - Sam Steele - 305-295-5000  
Historic Courthouse - Debra Martinez- 305-295-4307  
Jefferson Browne (incl. Old Jail) - Debra Martinez- 305-295-4307  
Lester Building Debra Martinez- 305-295-4307  
Freeman Justice Center - Debra Martinez- 305-295-4307  
Key West Library - Lisa Booker -305-809-5266  
Bayshore Manor – Debra Martinez- 305-295-4307  
County Attorney Offices - Abra Campo - 305-292-3470  
Big Pine Key Library - Lisa Booker -305-809-5266  
Blue Heron Community Center - Debra Martinez- 305-295-4307  
Stock Island Fire Station #8 - Shania Moore - 305-587-9212  
Big Pine Fire Station #13 - Shania Moore - 305-587-9212  
Big Coppitt Key Fire Station #9 - Shania Moore - 305-587-9212  
Sugarloaf Key Fire Station #10 - Shania Moore - 305-587-9212  
Cudjoe Key Fire Station #11 - Shania Moore - 305-587-9212  
Future Public Defender's Office - Debra Martinez - 305-295-4385  
Key West DMV – Sam Steele - 305-295-5000  
Big Pine DMV – Sam Steele – 305-295-5000  
Commissioner District 2 Big Pine Key Office- Jennifer Garcia – 305-292-4512  
Rockland Key Trailers (2) and Fleet Garage - Debra Martinez- 305-295-4307

**EXHIBIT "B"**

**NOTICE TO BE POSTED**

# NOTICE

## PESTICIDE APPLIED

Our Pest Management (PM) policy requires that problems with pests such as weeds, rodents or insects on County properties be solved by using the lowest risk methods. Where pesticides must be used, only the least toxic products are permitted.

TARGET PEST: \_\_\_\_\_

AREA TREATED: \_\_\_\_\_

PESTICIDE NAME(S): \_\_\_\_\_

ACTIVE INGREDIENT: \_\_\_\_\_

SIGNAL WORD: CAUTION      WARNING      DANGER

EPA NUMBER: \_\_\_\_\_

RE-ENTRY INTERVAL: \_\_\_\_\_

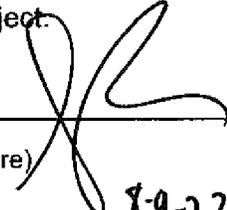
PM CONTACT INFO: Monroe County Facilities Maintenance Dept. 305-295-4307

DATE OF APPLICATION: \_\_\_\_\_

NON-COLLUSION AFFIDAVIT

I, Francisco Torre of the city of Miami according to law on my oath, and under penalty of perjury, depose and say that:

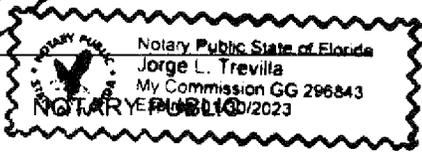
- a. I am owner of the firm of TOWER PEST CONTROL INC. the proposer making the Proposal for the project described in the Request for Proposals for Monroe County and that I executed the said proposal with full authority to do so;
- b. The prices in this proposal have been arrived at independently without collusion, consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other proposer or with any competitor;
- c. Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the proposer and will not knowingly be disclosed by the proposer prior to proposal opening, directly or indirectly, to any other proposer or to any competitor; and
- d. No attempt has been made or will be made by the proposer to induce any other person, partnership or corporation to submit, or not to submit, a proposal for the purpose of restricting competition;
- e. The statements contained in this affidavit are true and correct, and made with full knowledge that Monroe County relies upon the truth of the statements contained in this affidavit in awarding contracts for said project.

  
 \_\_\_\_\_  
 (Signature)  
 Date: 8-9-22

STATE OF: Florida  
 COUNTY OF: Miami Dade

Subscribed and sworn to (or affirmed) before me, by means of  physical presence or  online notarization, on 8-9-22 (date) by

Francisco Torre (name of affiant). He/She is personally known to me or has produced \_\_\_\_\_ (type of identification) as identification.

(SEAL)

My Commission Expires: 11/2023

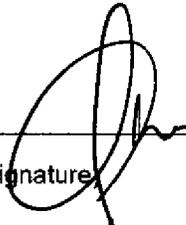
**LOBBYING AND CONFLICT OF INTEREST CLAUSE**

**SWORN STATEMENT UNDER ORDINANCE NO. 010-1990  
MONROE COUNTY, FLORIDA**

ETHICS CLAUSE

" TOWER PEST CONTROL "  
(Company)

"...warrants that he/she/it has not employed, retained or otherwise had act on his/her/its behalf any former County officer or employee in violation of Section 2 of Ordinance No. 010-1990 or any County officer or employee in violation of Section 3 of Ordinance No. 010-1990. For breach or violation of this provision the County may, in its discretion, terminate this Agreement without liability and may also, in its discretion, deduct from the Agreement or purchase price, or otherwise recover, the full amount of any fee, commission, percentage, gift, or consideration paid to the former County officer or employee."

  
\_\_\_\_\_  
(Signature)

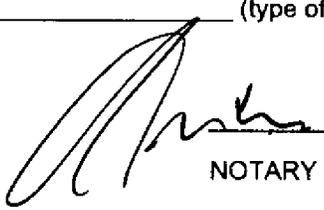
Date: 8-9-22

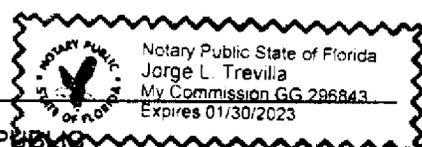
STATE OF: Florida

COUNTY OF: miami dade

Subscribed and sworn to (or affirmed) before me, by means of  physical presence or  online notarization, on 8-9-2022 (date) by Francisco Torres (name of affiant). He/She is personally known to me or has produced DL (type of identification) as identification.

(SEAL)

  
\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires: 1/2023



**DRUG-FREE WORKPLACE FORM**

The undersigned vendor in accordance with Florida Statutes, Sec. 287.087, hereby certifies that:

TOWER PEST CONTROL INC.

(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under proposal a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 (Florida Statutes) or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, or any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

[Signature]  
(Proposer's Signature)

Date: 8-9-22

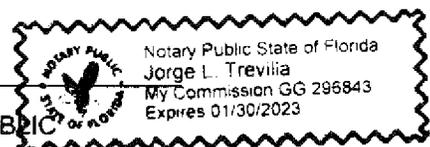
STATE OF: Florida

COUNTY OF: Miami-Dade

Subscribed and sworn to (or affirmed) before me, by means of  physical presence or  online notarization, on 8-9-22 (date) by FRANK G. [Signature] (name of affiant). DL is personally known to me or has produced (type of identification) as identification.

(SEAL)

[Signature]  
NOTARY PUBLIC  
My Commission Expires: 11/2023



**LOCAL PREFERENCE FORM**

A. Vendors claiming a local preference according to Ordinance 023-2009, as amended by Ordinance No. 004-2015 and 025-2015, must complete this form.

Name of Bidder/Responder: \_\_\_\_\_ Date: \_\_\_\_\_

1. Does the vendor have a valid receipt for the business tax paid to the Monroe County Tax Collector dated at least one (1) year prior to the notice of request for bids or proposals? \_\_\_\_\_ (Please furnish copy.)

2. Does the vendor have a physical business address located within Monroe County from which the vendor operates or performs business on a day to day basis that is a substantial component of the goods or services being offered to Monroe County? \_\_\_\_\_

(The physical business address must be registered as its principal place of business with the Florida Department of State for at least one (1) year prior to the notice of request for bid or proposal.)

List Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

B. Does the vendor/prime contractor intend to subcontract 50% or more of the goods, services, or construction to local businesses meeting the criteria above as to licensing and location? \_\_\_\_\_

If yes, please provide:

1. Copy of Receipt of the business tax paid to the Monroe County Tax Collector by the subcontractor dated at least one (1) year prior to the notice or request for bid or proposal.

2. Subcontractor's physical business address within Monroe County from which the subcontractor operates:

(The physical business address must be registered as its principal place of business with the Florida Department of State for at least one (1) year prior to the notice of request for bids or proposals)

Address \_\_\_\_\_ Tel. Number \_\_\_\_\_

Signature and Title of Authorized Signatory for Bidder/Responder \_\_\_\_\_ Print Name: \_\_\_\_\_

STATE OF: \_\_\_\_\_

COUNTY OF: \_\_\_\_\_

Subscribed and sworn to (or affirmed) before me, by means of  physical presence or  online notarization, on \_\_\_\_\_ (date) by \_\_\_\_\_ (name of affiant). He/She is personally known to me or has produced \_\_\_\_\_ (type of identification) as identification.

(SEAL)

NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

**PUBLIC ENTITY CRIME STATEMENT**

"A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity, may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list."

I have read the above and state that neither Tommy Pelt + Control (Proposer's name) nor any Affiliate has been placed on the convicted vendor list within the last thirty-six (36) months.

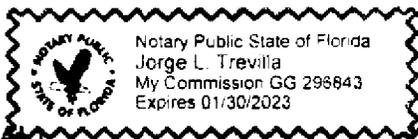
[Signature]  
(Signature)

Date: 8-4-2022

STATE OF: Florida

COUNTY OF: Miami Dade

Subscribed and sworn to (or affirmed) before me, by means of  physical presence or  online notarization, on 8-4-22 (date) by FRANKIE J DM (name of affiant). He/She is personally known to me or has produced — ID (type of identification) as identification.



(SEAL)

[Signature]  
NOTARY PUBLIC

My Commission Expires: 11/2023

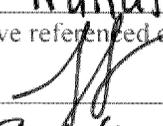
**VENDOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES LISTS**

Project Description(s): PEST CONTROL  
Respondent Vendor Name: TOWER PEST CONTROL  
Vendor FEIN: 05-0070041  
Vendor's Authorized Representative Name and Title: FRANCISCO TORRE  
Address: 7760 W. 20 AVE # 14  
City: HALEAH State: FL Zip: 33016  
Phone Number: 305 821 3888  
Email Address: FRANK@TOWERPESTCONTROL.COM

Section 287.135, Florida Statutes prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a Boycott of Israel. Section 287.135, Florida Statutes, also prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of \$1,000,000 or more, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector Lists which were created pursuant to s. 215.473, Florida Statutes, or is engaged in business operations in Cuba or Syria.

As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above in the Section entitled "Respondent Vendor Name" is not listed on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel and for Projects of \$1,000,000 or more is not listed on either the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged in business operations in Cuba or Syria.

I understand that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs. I further understand that any contract with the County may be terminated, at the option of the County, if the company is found to have submitted a false certification or has been placed on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel or placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or been engaged in business operations in Cuba or Syria.

Certified By: FRANCISCO TORRE / TOWER PEST CONTROL, who is authorized to sign on behalf of the above referenced company.  
Authorized Signature:   
Print Name: FRANCISCO TORRE  
Title: PRESIDENT

Note: The List are available at the following Department of Management Services Site:

[http://www.dms.myflorida.com/business\\_operations/state\\_purchasing/vendor\\_information/convicted\\_suspended\\_discriminatory\\_complaints\\_vendor\\_lists](http://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists)



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

## **COMMERCIAL LIABILITY BROADENING ENDORSEMENT**

This endorsement modifies insurance provided under the following:

- COMMERCIAL GENERAL LIABILITY COVERAGE FORM
- COMMERCIAL GENERAL LIABILITY DECLARATION

In addition to words and phrases contained in the Commercial General Liability Coverage Form, other words and phrases that appear in quotation marks have special meaning. Refer to Paragraph **VI. DEFINITIONS** of this endorsement. For the purposes of the coverage provided by this endorsement these definitions apply in place of their definitions stated elsewhere in the policy.

The following provisions apply only with respect to the coverage provided by this endorsement. However, the coverage expansions provided throughout this endorsement do not apply if coverage is excluded either by the provisions of the Coverage Part or by endorsement.

### **I. COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**

#### **A. Non-Owned Watercraft**

Paragraph 2.g. (2)(a) of **SECTION I - COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** is replaced with the following:

- (a) Less than 51 feet long; and

#### **B. Property Damage Extension**

The following is added to Exclusion j.:

##### **1. Borrowed Equipment**

Paragraphs (3) and (4) of this exclusion do not apply to “property damage” to borrowed equipment while not being used to perform operations at the job site.

##### **2. Elevators**

The following is added to Exclusion j.:

Paragraphs (3) and (4) of this exclusion do not apply to “property damage” arising from the use of elevators.

### **II. SUPPLEMENTARY PAYMENTS- COVERAGES A AND B**

In the **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B**:

- A.** The limit for the cost of bail bonds is increased from \$250 to \$1,000; and
- B.** The limit for loss of earnings is increased from \$100 a day to \$500 a day.

### **III. WHO IS AN INSURED**

**A.** Paragraph 2. Under **SECTION II – WHO IS AN INSURED** is expanded to include the following:

#### **1. Additional Insured by Contract, Agreement or Permit**

Any person(s) or organization(s) is an additional insured when you have agreed, in a written contract, written agreement or because of a permit issued by a state or political subdivision, that such person(s) or organization(s) be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement.

A person or organization is an additional insured under this provision only for that period of time required by the contract or agreement.

However, no such person or organization is an insured under this provision if such a person or organization is included as an insured by an endorsement issued by us and made part of this Coverage Part.

**a. Vendors**

Any person(s) or organization(s) (referred to herein as vendor) with whom you agreed, because of a written contract or agreement to provide insurance, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

(1) The insurance afforded the vendor does not apply to:

- (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (b) Any express warranty unauthorized by you;
- (c) Any physical or chemical change in the product made intentionally by the vendor;
- (d) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
- (f) Demonstration, installation, services or repair operations, except such operations performed at the vendor's premises in connection with the sale of the products;
- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor.
- (h) "Bodily Injury" or "Property Damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
  - i. The exceptions contained in contained in Subparagraphs(d) or (f); or
  - ii. Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution of sale of the products.

(2) Any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

**b. Lessors or Equipment**

- (1) Any person(s) or organization(s) from whom you lease equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment lease to you by such person(s) or organization(s).
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

**c. Lessors of Land or Premises**

Any person(s) or organization(s) from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you, and subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any “occurrence” which takes place after you cease to be a tenant in that premises.
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

**d. Architects, Engineers or Surveyors**

- (1) Any architect, engineer, or surveyor engaged by you but only with respect to liability for “bodily injury” “property damage” or “personal and advertising injury” caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
  - (a) In connection with your premises; or
  - (b) In the performance of your ongoing operations.
- (2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:
 

This insurance does not apply to “bodily injury” or “property damage” or “personal and advertising injury” arising out of the rendering of or the failure to render any professional services by or for you, including:

  - (a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - (b) Supervisory, inspection, architectural or engineering activities.

**e. Permits Issued By State or Political Subdivisions**

Any state or governmental agency or subdivision or political subdivision but only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

The insurance does not apply to:

- (1) “Bodily injury”, “property damage” or “personal and advertising injury” arising out of operations performed for the federal government, state or municipality; or
- (2) “Bodily injury” or “property damage” included within the “products-completed operations hazard”.

**f. Any Other Party**

Any other person(s) or organization(s) who is not an insured under Paragraph **a.** through **e.** above, but only with respect to liability for “bodily injury”, “property damage” or “personal and advertising injury” caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- (1) In the performance of your ongoing operations;
- (2) In connection with your premises owned by or rented to you; or
- (3) In connection with “your work” and included within the “products-completed operation hazard”, but only if:
  - (a) The written contract or agreement requires you to provide such a coverage to additional insureds; and
  - (b) The Coverage Part provides coverage for “bodily injury” or “property damage” included within “products-completed operations hazard”.

With respect to the insurance afforded to these additional insureds, this coverage does not apply to: “Bodily injury”, “property damage” or “personal and advertising injury” arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:

- (1) The preparing, approving, or filing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- (2) Supervisory, inspections, architectural or engineering activities.

The limit of insurance that apply to additional insureds under this extension is described in **SECTION III – LIMITS OF INSURANCE.**

How this Insurance applies when other insurance is available to the additional insured is described in the **Other Insurance** Condition in **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**.

## 2. Subsidiaries

Any subsidiary and subsidiary thereof of yours, which is a legally incorporated entity, of which you own a financial interest of more than 50% of the voting stock on the effective date of the Coverage Part. The insurance afforded herein for any subsidiary not named in this Coverage part as a named insured does not apply to injury or damage with respect to which an insured under this Coverage Part is also an insured under another policy or would be an insured under such policy but for its termination or the exhaustion of its limits of insurance.

## 3. Newly formed Or Acquired Organizations

Paragraph 3.a. of **SECTION II – WHO IS AN INSURED**, is increased from 90<sup>th</sup> day to 180<sup>th</sup> day.

However, this expansion does not apply if coverage for newly formed or acquired organizations is excluded either by the provisions of the Coverage Part or by endorsement.

## IV. LIMITS OF INSURANCE

### A. Damage to Premises Rented To You

Paragraph 6. of **SECTION III – LIMITS OF INSURANCE** is replaced with the following:

6. Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of “property damage” to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.

The most we will pay in any one “occurrence” is the higher of the following:

- (a) \$300,000; or
- (b) The amount shown in the Declarations for Damages To Premises Rented to You Limit.

### B. Medical Payments

Paragraph 7. of **SECTION III – LIMITS OF INSURANCE** is replaced with the following:

7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage **C** for all medical expenses because of “bodily injury” sustained by any one person.

The most we will pay because for “bodily injury” sustained by any one person is the higher of the following;

- a. \$10,000; or
- b. The amount shown in the Declarations for Medical Expense Limit.

## V. SECTION IV- COMMERCIAL GENERAL LIABILITY CONDITIONS

The following items are amended:

### A. Duties In The Event Of Accident, Claim, Suit Or Loss

The following items are added to Paragraph 2. of **SECTION IV- COMMERCIAL GENERAL LIABILITY CONDITIONS**:

#### e. Additional Insurance Other Insurance

If we cover a claim or “suit” under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or “suit” to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written agreement that this insurance is primary and non-contributory with the additional insured’s own insurance.

**f. Knowledge Of An Occurrence, Offense, Claim or Suit**

Paragraph **a.** and **b.** apply to you or to any additional insured only when such “occurrence”, offense, claim or “suit” is known to:

- (1) You or any additional insured that is an individual;
- (2) Any partner, if you or an additional insured is a partnership;
- (3) Any manager, if you or an additional insured is a limited liability company;
- (4) Any “executive officer” or insurance manager, if you or an additional insured is a corporation;
- (5) Any trustee, if you or an additional insured is a trust; or
- (6) Any elected or appointed official, if you or an additional insured is a political subdivision or public entity.

This duty applies separately to you and any additional insured.

**B. Other Insurance**

The following items are added to paragraph **4.b.** of **SECTION IV- COMMERCIAL GENERAL LIABILITY CONDITIONS**:

- (1) This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis;

**(a) Property Damage to Borrowed Equipment or Use of Elevators**

If the loss arises out of “property damage” to borrowed equipment or the use of elevators to the extent not subject to Exclusion **j.** of **SECTION I - COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**;

**(b) When You Are Added As An Additional Insured To Other Insurance**

Any other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for products and completed operations, for which you have been added as an additional insured by that insurance; or

**(c) When You Add Others As An Additional Insured To This Insurance**

Any other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this coverage part:

**i. Primary Insurance When Required By Contract**

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in **c. Method of Sharing**, in the policy.

**ii. Primary And Non-Contributory To Other Insurance When Required By Contract**

If you have agreed in a written contract, written agreement, or permit that this insurance is primary and non-contributory with the additional insured’s own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs **a.** and **b.** do not apply to other insurance to which the additional insured has been added as an additional insured.

**C. Representations**

Paragraph **6.** of **SECTION IV- COMMERCIAL GENERAL LIABILITY CONDITIONS** is replaced with the following:

**a. When You Accept This Policy**

By accepting this policy, you agree:

- (1) The statements in the Declarations are accurate and complete;

- (2) Those statements are based upon representation you made to us; and
- (3) We have issued this policy in reliance upon your representations.

**b. Unintentional Failure to Disclose Hazards**

If you unintentionally fail to disclose any hazards existing at the inception date or your policy, we will not deny coverage under this Coverage Part because of such failure. However, you must report such error or omission to us as soon as practicable after its discovery.

**D. Transfer Of Rights OF Recovery Against Others To Us**

Paragraph 8. of **SECTION IV- COMMERCIAL GENERAL LIABILITY CONDITIONS** is replaced with the following:

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and helps us enforce them.

However, we waive any right of recovery we may have against any person or organization to the extent required of you by a written contract executed prior to any "occurrence" or "suit" arises out of operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

**VI. DEFINITIONS**

**A. Amended Definitions**

**1. Advertisement**

The following is added to the definition of "advertisement":

However, "advertisement" does not include:

The design, printed material, information or images contained in, on or upon the packaging or labeling of any goods or products; or

An interactive conversation between or among persons through a computer network.

**2. Coverage Territory**

Final paragraph in the definition of "coverage territory" is replaced by the following:

Provided the insured's responsibility to pay damages is determined in the United States of America (including its territories and possessions), Puerto Rico or Canada, in a "suit" on the merits according to the substantive law in such territory or in a settlement we agree to.

**3. Insured Contract**

(1) Paragraph a. in the definition of "insured contract" is replaced by the following:

A contract for a lease of premises. However, that portion of the contract for a lease of premises while rented to you or temporarily occupied by you with permission of the owner is subject to the Damage To Premises Rented To You Limit described in **SECTION III- LIMITS OF INSURANCE**.

(2) The First paragraph of Paragraph f. in the definition of "insured contract" is replaced by the following:

That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

**4. Mobile Equipment**

Paragraph **f. (1)** in the definition of “mobile equipment” is replaced by the following:

**(1)** Equipment, of at least 1,000 pounds gross vehicle weight, designed primarily for:

**5. Personal and Advertising Injury**

Paragraph **f.** in the definition of “personal and advertising injury” is replaced by the following;

**f.** Copying, in your “advertisement”, a person’s or organization’s “advertising idea” or style of “advertisement”.

**B. Added Definitions**

“Advertising idea” means any idea for an “advertisement”.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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 anyone not named in the Schedule.

**Schedule**

Any person or organization as required by written contract

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	7/22/2022	Policy No.	TWC4122677	Endorsement No.	2
Insured	Tower Pest Control, Inc.			Premium \$	7,045
Insurance Company	Technology Insurance Company, Inc.				

Countersigned by \_\_\_\_\_