

Contract Agreement

This Agreement for a comprehensive pest control treatment plan and schedule of service for each facility monthly. Treatment of the exterior perimeter of every building for ants and other pests, (excluding wood destroying organisms) on a monthly, minimum, or as needed basis. for the Department of Real Estate & Asset Management is made and entered into by and between Fulton County, Georgia, a political subdivision of the State of Georgia, hereinafter referred to as "County" or "Owner" and **ORKIN EXTERMINATING, INC** of Atlanta, GA, hereinafter referred to as "Consultant."

Contract Documents

County and Consultant agrees that the Agreement consists of the following contract documents:

- I. Form of this Contract Agreement
- II. Sourcewell Contract #012825-ORK, Pest Control Services
- III. Scope of Services
- IV. Compensation
- V. Exhibits (if applicable)

This Agreement was approved by the Fulton County Board of Commissioners on _____, 2026 (25-) and

Contract Term

The term of the agreement will be effective beginning January 1, 2026 through December 31, 2026.

Modifications

If during the course of performing the Project, County and Consultant agree that it is necessary to make changes in the Project as described herein and referenced exhibits, such changes will be incorporated by written amendments in the form of Change Orders to this Agreement. Any such Change Order and/or supplemental agreement shall not become effective or binding unless approved by the Board of Commissioners and entered on the minutes. Such modifications shall conform to the requirements of Fulton County Purchasing Code §102-420 which is incorporated by reference herein.

Indemnification

Consultant shall, to the fullest extent permit by law, indemnify the County and protect, defend, indemnify and hold harmless the County, its officers, officials, employees, and volunteers from and against all claims, actions, liabilities, losses (including economic losses), or costs arising out of any actual or alleged:

- a) Bodily injury, sickness, disease, or death; or injury to or destruction of tangible property including the loss of use resulting therefrom; or any other damage or loss or claims arising out of or resulting in whole or part from any actual or alleged act or omission of the Consultant, sub-consultants/subcontractors, anyone directly or indirectly employed by any firm or sub-consultant/subcontractors; or anyone for whose acts any of them may be liable in the performance of the Contract Services;
- b) Violation of any law, statute, ordinance, governmental administrative order, rule, regulation, or infringements of patent rights or other intellectual property rights by the Consultant in the performance of Contract services; or
- c) Liens, claims or actions made by the Consultant or other party performing the Contract Services, as approved by the County. The indemnification obligations herein shall not be limited by any limitation on the amount, type of damages, compensation, or benefits payable by or for the Consultant, or its sub-consultant(s), as approved by the County, under workers' compensation acts, disability benefits acts, other employee benefit actor, or any statutory bar or insurance. The agreement to hold the County, its officer's, agents, and employees harmless shall not be limited to the limits of liability insurance requirements specified in this agreement.

Insurance

Consultant agrees to obtain and maintain insurance coverage pursuant to and based upon the Terms and Conditions of the [Insert the Contract Number and Contract Title of project being utilized for Cooperative or Statewide Contract]. Consultant's agrees to maintain insurance coverage during the entire term of this Agreement. The cancellation of any policy of insurance required by this Agreement shall meet the requirements of notice under the laws of the State of Georgia as presently set forth in the Georgia Code.

Notices

Notices concerning the termination of this Agreement, notices of alleged or actual violations of the terms or conditions of this Agreement, and other notices of similar importance shall be made:

By Consultant to: Director
 Department of Real Estate & Asset Management
 141 Pryor St.
 Atlanta, Georgia 30303
 Attn: Joseph Davis
 Email: joseph.davis@fultoncountyga.gov

With a copy to: Chief Purchasing Agent
 Department of Purchasing & Contract Compliance
 130 Peachtree Street, S.W., Suite 1168

Atlanta, Georgia 30303
Attn: Felicia Strong-Whitaker
Email: felicia.strong-whitaker@fultoncountyga.gov

And by the County to:

Bruce Scott, Account Manager
ORKIN EXTERMINATING, INC
1400 Marietta Blvd. N.W. Suite b
Atlanta, GA 30318
Attn: **Bruce Scott**
Email: **bscott1@orkin.com**

The parties to this service agreement agree to the above referenced conditions:

OWNER:

FULTON COUNTY, GEORGIA

CONSULTANT:

ORKIN EXTERMINATING, INC

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

Bruce Scott,
Account Manager

ATTEST:

ATTEST:

Tonya R. Grier
Clerk to the Commission

(Affix County Seal)

APPROVED AS TO FORM:

Office of the County Attorney

APPROVED AS TO CONTENT:

Joseph Davis, Director
Department of Real Estate and Asset
Management