

CONTRACT FOR MOSQUITO ADULTICIDE APPLICATION SERVICES

This agreement, dated July 3, 2020 to provide aerial and ground-based application services is entered into between Vector Disease Control International, LLC (VDCI) with offices at 1320 Brookwood Dr., Ste. H, Little Rock, AR 72202 and Williamson County and Cities Health District (WCCHD), Texas (Customer).

Scope of Services: Ultra-Low Volume (ULV) Truck Application(s)

VDCI hereby agrees to provide Ground Application Services for the application of mosquito control insecticides. VDCI shall provide all labor, equipment, supplies, insurance and any other requirements to complete the terms, conditions and specifications herein. VDCI shall furnish Vehicles equipped for ultra-low volume (ULV) dispersal of insecticides used for the control of adult mosquitoes.

Minimum Specifications:

A. General Contract Scope:

VDCI shall furnish Trucks and equipment to be used for ULV application of insecticides to control adult mosquitoes within the geographical confines to be determined by Customer. VDCI will provide all equipment, personnel (including driver), equipment, fuel, oil, maintenance, licenses and all other items required to successfully complete the application(s). VDCI will respond within 48 hours or less.

B. Adulticide Specifications:

Product for adulticide use is to be determined by VDCI with approval from the Customer. VDCI will apply the insecticide at a rate which is dependant on the product to be used. No applications will be at rates above and/or below those specified on the label.

C. Equipment:

VDCI shall make available as many trucks as necessary to complete the mission as directed by the customer. VDCI is capable of spraying up to 200 miles per night with a ***minimum of 20 miles per Ground ULV Treatment.***

Trucks and equipment used within the contract shall:

1. Be equipped with GPS tracking units capable of delineating the spray routes of each vehicle.

2. Have GPS information available that records the date, time, latitude, longitude, roads sprayed, chemical flow rate and sprayer status (on or off) for each vehicle.
3. Produce maps, graphically illustrating the application data as well as chemical used, linear miles of the application and acres sprayed.

D. Application:

The Customer will supply VDCI with the geographical areas to be sprayed, date, time, alternate time, and the estimated number of miles to be treated.

A representative to be named by the Customer will be available to coordinate the spray mission to ensure procedures are followed that will result in a successful best effort mission. Some of the items to be dealt with may include:

1. Public notification
2. Pre and post Landing Rate Counts (LRC)
3. Pre and post surveillance traps
4. Meteorological conditions (favorable or unfavorable)
5. Application protocols such as no spray zones etc.

The Customer's representative, along with VDCI, shall have the mutually agreed authority to approve, delay or terminate the spray mission(s).

Scope of Services: Aerial Application(s)

VDCI hereby agrees to provide Aerial Application Services for the application of mosquito control insecticides. VDCI shall provide all labor, equipment, supplies, insurance and any other requirements to complete the terms, conditions and specifications herein, including the NPDES permit pertaining to Mosquito Control. VDCI shall furnish aircraft equipped for ultra-low volume (ULV) dispersal of insecticides used for the control of adult mosquitoes.

Minimum Specifications:

1.1 General Contract Scope:

VDCI shall furnish multi-engine fixed wing aircraft to be used for ULV application of insecticides to control adult mosquitoes within the geographical confines to be determined by Customer. VDCI will provide all aircraft, personnel (including pilots), equipment, fuel, oil, maintenance, landing and tie down fees and all other items required to successfully complete the application(s). VDCI will respond within 72 hours or less.

1.2 Adulthood Specifications:

Product for adulthood use is to be determined by Customer. VDCI will apply the insecticide at a rate which is dependent on the product to be used (e.g. 0.50-0.75 fluid ounce per acre for Dibrom and mid label rate for a Permethrin based insecticide). No applications will be at rates above and/or below those specified on the label.

1.3 VDCI's Responsibilities:

VDCI agrees to deliver the pesticide and provide sufficient personnel with the capabilities which meet or exceed safety requirements for transferring product(s) to the aircraft in compliance with Federal Environmental Protection Agency (EPA), State and local agencies as well as the ability to proactively contain any challenges associated with product spills.

VDCI's aircraft shall be calibrated to deliver the correct amount of insecticide and droplet size must comply with the insecticide label based on the operation parameters (i.e. swath width, airspeed, etc.).

VDCI shall provide a copy of each aerial spray mission report, showing spray altitude, release height wind speed, release height temperature, aircraft speed (ground speed), date and time of application, amount of insecticide applied, number of acres treated, and flight path showing "spray on" areas. Reports shall be submitted within forty-eight (48) hours after each application.

1.4 Aircraft:

VDCI shall make available multi-engine fixed wing aircraft each capable of treating a minimum of thirty thousand (30,000 to 40,000) acres in one evening.

Aircraft used within the contract shall:

- A. Be certified by the Federal Aviation Administration (FAA), and comply with all requirements of FAR Part 137, Agricultural Operation. An approved FAA congested area plan is required prior to commencement of operations by VDCI.
- B. Be equipped with the Wingman™ GX aerial spray guidance system, manufactured by ADAPCO, Inc. The Wingman™ GX will process onboard meteorology accurate within less than one (1) knot; a two (2) degree vector and less than one (1) degree in temperature to be used for optimization in real-time and detection of a temperature inversion.

- C. Be equipped with a ULV rotary atomizer spray system with nozzles that have been certified by a Malvern Laser Wind-Tunnel analysis or industry approved one inch (1”) spinning Teflon impengers.
- D. Be capable of applying approved larvicides and adulticides within label rates, at various operating protocols (i.e. swath width, ground wind speeds, etc.).
- E. Be capable of GPS (Global Positioning Satellite) guidance with gridline capabilities. The system must have an accuracy of zero (0) to fifty (50) feet and be used on **all** aerial spray missions.

1.5 Application:

The Customer will supply VDCI with the geographical areas to be sprayed, date, time, alternate time, and the number of acres to be treated via the GIS software supplied by VDCI.

During the mission VDCI will have the ability to perform the following:

1. Receive in real-time via an AIMMS-20 weather monitoring system, meteorological conditions at release height into the aircraft, specifically:
 - a. Temperature
 - b. Wind speed
 - c. Wind direction
 - d. Humidity
2. Based upon the cumulative effect of many variables such as droplet spectra, aircraft vortices, meteorology from multiple altitudes, evaporation, nozzle location, aircraft characteristics, product characteristics, source geometry (aircraft speed, release height) and application rates, VDCI will have onboard the aircraft the equipment necessary to optimize the application strategies, which result in increased droplet densities, product volume and most efficient droplet sizes into the intended treatment area, while minimizing off-target drift. In addition, the onboard GPS system will be capable of alerting the pilots of real-time meteorological changes and temperature inversions.
3. Through the use of the Wingman™ GX system’s flight recording software, VDCI will have the ability to produce a digital GIS map capable or “replaying” the aerial mission as it was flown. This software will also graphically display the flight path, spray switch status, air speed, date, time, positional GPS coordinates, meteorological variables and spray cloud drift prediction data for each application.

1.6 Pilot Qualifications:

Pilots shall have the following qualifications:

1. Minimum of fifteen hundred (1500) logged and verifiable flight hours.
2. Minimum of five hundred (500) logged and verifiable hours in aerial application of insecticide to control mosquitoes.
3. Possess and maintain current certification in public health and aerial categories of pest control.
4. In addition to the above certification, copies of commercial pilot's license with multi-engine rating, first or second class medical certificate, FCC restricted radio operator's permit and copies of any other documentation required by the FAA, State and local agencies.

2.0 Standard Conditions of Agreement

VDCI shall procure and maintain insurance in amounts acceptable to WCCHD, for protection from claims under workers' compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees from claims or damages because of injury to or destruction of property including loss of use resulting therefrom, and from damages or claims as a result of acts or errors or omissions VDCI made during the performance of this contract. All liability insurance required under this paragraph, shall include WCCHD, WCCHD's agents and employees as additional named insured and be with a company or companies satisfactory to WCCHD. All workers' compensation coverage shall include in its provisions a waiver of any rights of subrogation against the WCCHD.

2.1 Insurance Requirements:

VDCI shall procure and maintain, at its own expense, for the duration of the contract, insurance against claims for injuries to person or damages to property which may arise from, or in connection with, the performance of the work hereunder by VDCI, his agents, representatives, or employees.

A. Minimum Limits of Insurance

1. Automobile Liability: \$2,000,000 per accident for bodily injury and property damage.
2. Workers' Compensation: Benefits as per Texas statutory requirements.
3. Commercial General Liability: \$5,000,000 each occurrence, \$5,000,000 general aggregate
4. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.
5. Aviation Liability Insurance: \$1,000,000 per occurrence. Any

Chemical Coverage sub-limits shall be at least \$300,000/\$300,000/\$300,000 for bodily injury per person, bodily injury per accident & property damage.

- B. Before commencement of any work, the Contractor shall submit written evidence that he and all his subcontractors (if the Contractor employs subcontractors in the performance of this Agreement) have obtained the minimum insurance required by this Agreement. Such written evidence shall be in the form of a Certificate of Insurance executed by the Contractor's insurance carrier showing such policies in force for the specified period or by furnishing a copy of the actual policy or policies. Each policy or certificate will bear an endorsement or statement waiving the right of cancellation or reduction in coverage without thirty (30) days notice in writing to be delivered by registered mail to the Owner.
- C. The Contractor shall not commence work under this Agreement until he has obtained at his expense all insurance required under this section and such insurance has been approved by the Owner, nor shall the Contractor allow any subcontractor to commence work on any subcontract until all similar insurance required of the subcontractor has been so obtained and approved. Such insurance shall remain in full force and effect on all phases of the work, whether or not the work is occupied or utilized by the Owner, until all work under the Agreement is completed and has been accepted by the Owner.
- D. Nothing contained in the insurance requirements shall be construed as limiting the extent of the Contractor's responsibility for payment of damages resulting from his operations.

2.2 Controlling Law

a. This Agreement is to be governed by the law of the State of Texas. Venue shall lie exclusively in Williamson County, Texas for all state actions and in the Austin Division of the Western District of Texas for all federal actions.

2.3 Successors and Assigns

a. Owner and Contractor each is hereby bound and the partners, successors, executors, administrators and legal representatives of Owner and Contractor are hereby bound to the other party to this Agreement and to the Partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

2.4 Neither Owner nor Contractor shall assign, sublet or transfer any rights under or interest in (including due or moneys that are due) this Agreement without written consent

of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Contractor from employing such independent professional associates and consultants as Contractor may deem appropriate to assist in the performance of services hereunder, provided such independent associates or consultants are approved in writing in advance by Owner and are paid by Contractor.

2.5 Nothing under this Agreement shall be construed to give any rights or benefits in the Agreement to anyone other than Owner and Contractor, and all duties and responsibilities undertaken pursuant to the Agreement will be for the sole and exclusive benefit of Owner and Contractor and not for the benefit of any other party.

2.6 As to the contractual relationship between Contractor and Owner, Contractor is and shall be considered in all things an independent contractor.

2.7 This contract shall not be subject to binding arbitration.

2.8 Owner reserves the right, with Contractor's agreement to consolidate any and all phases of performance set out in the standard form contractual documents. The consolidation of said services shall not in any way affect the Contractor's responsibilities to perform the services set out therein.

2.9 This Agreement may be terminated by the Owner hereto, with or without cause, upon ten (10) days written notice thereof. If this Agreement is terminated by the Owner without cause, the Contractor shall be paid for services performed to termination date, including all reimbursable expenses then incurred.

2.10 Entire Agreement.

a. This Agreement, together with the exhibits and schedules identified above, constitute the entire Agreement between Owner and Contractor and supersede all prior or oral understandings. This Agreement and said exhibits and schedules may only be amended, supplemented, modified or canceled by a duly executed written instrument.

2.11 Severability.

a. The invalidity of any provision of the Agreement shall not affect the validity or enforceability of any other provision of the Agreement.

2.12 Waiver.

a. The waiver of any breach of a term or condition of this Agreement does not waive any other breach of that term or condition or any breach of any other term or condition of this Agreement.

Primary Contact:

Name: Malcom Williams, Aerial Division Manager
Office Phone: (800) 413-4445
Mobile Phone: (318) 372-4073
E-mail: mwilliams@VDCI.net

or

Name: Jason Williams, Regional Director
Office Phone: (800) 413-4445
Cell Phone: (757) 449-0123
E-mail: jwilliams@vdcinet

Alternate Contact:

Name:
Mobile Phone:
E-mail:

Pricing and Payment:

Description of Service	Price Per Mile
Ground ULV Truck Applications	\$45.00

Description of Service	Price Per Acre
Aerial Application using Dibrom at 0.50 ounces per acre	\$1.79
Aerial Application using Dibrom at 0.66 ounces per acre	\$2.10
Aerial Application using Dibrom at 0.75 ounces per acre	\$2.28
Aerial Application using Permethrin base at mid label rate	\$1.90

After each application, VDCI shall submit to Customer an invoice for all services provided. All amounts shall be due upon receipt. Invoices shall be payable to the following address:

Vector Disease Control International, LLC
1320 Brookwood Dr., Ste. H
Little Rock, AR 72202

Contract Term:

This agreement will remain in full force and effect until December 31, 2020 (the "Termination Date"). Upon attainment of the Termination Date or any subsequent Termination Dates, if a letter of termination is not sent to VDCI the this contract will be automatically renewed for a one year period. This contract may be renewed for a period of four (4) one (1) year renewals, subject to mutual agreement by both parties to any changes in the pricing and terms of this agreement.

AGREED AND ACCEPTED:

Vector Disease Control International

Williamson County and Cities Health District,
Texas

(Customer)



By: Jason W. Williams

By: Justine L. Price

Title: Regional Director

Title: Deputy Director,
Williamson County and Cities Health District