**CONTRACT FOR AERIAL MOSQUITO CONTROL SERVICES**

This agreement, dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_­­­\_\_\_\_\_ to provide Aerial 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 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Customer) at\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

SCOPE OF SERVICES:

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:

A. General Contract Scope:

VDCI shall furnish one (1) 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 with a 24 hour or greater notice.

B. Insecticide Specifications:

Products for adulticide use will be determined by Customer. VDCI will apply the insecticide at a rate which is dependent on the product to be used and as directed by Customer. No applications will be at rates above or below those specified on the label.

C. Responsibilities:

1. VDCI’s Responsibilities (If VDCI supplies pesticide):

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. If VDCI is to supply the pesticide for application, Customer must give at least one (1) week advanced notice of the desired application date in order for pesticide to be ordered and received.

1. Customer’s Responsibilities (If Customer supplies pesticide):

Customer shall be responsible for supplying the insecticide to be applied, including delivery, containment, storage and empty insecticide container disposal. Customer shall be responsible for delivery of the insecticide to the transfer loading site to be determined by VDCI at least two (2) hours prior to commencement of aircraft loading.

1. Deliverables

VDCI shall provide a copy of each aerial spray mission report and map, 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 twenty-four (24) hours after each application.

1. Contacts

For all service requests, the following individual(s) should be contacted by Customer:

Primary Contact:

Name: Robbie Allen, Chief Pilot

Office Phone: (800) 413-4445

Mobile Phone: (801) 725-5400

E-mail: rallen@VDCI.net

Alternate Contact:

Name: Malcom Williams, Aerial Division Director

Office Phone: (800) 413-4445

Mobile Phone: (318) 372-4073

E-mail: mwilliams@VDCI.net

VDCI shall be available for contact between the hours of 8:00 a.m. and 5:00 p.m. CST. VDCI shall be available at times specified by Customer to perform the Aerial Application Services with a minimum twenty-four (24) hour notification. Advanced notification is preferred when possible.

1. Aircraft:

VDCI shall make available at least one (1) multi-engine fixed wing aircraft capable of treating a minimum of thirty thousand (30,000 to 40,000) acres in one evening. *Note: More aircraft are available for acreages more than 40,000.*

Aircraft used within the contract shall:

1. 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.
2. 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.
3. 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 impingers.
4. Be capable of applying approved larvicides and adulticides within label rates, at various operating protocols (i.e. swath width, ground wind speeds, etc.).
5. 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.

E. 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.

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

1. Pre and post Landing Rate Counts (LRC)
2. Pre and post surveillance traps
3. Meteorological conditions (favorable or unfavorable)
4. Application protocols such as lane separation, altitude, etc.

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

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

1. Wind speed
2. Wind direction
3. Humidity
4. 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.
5. 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.

F. 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.

PRICING & PAYMENT:

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| --- | --- |
| **Description of Service** | **Price Per Acre** |
| 1**. Adulticide Application Only**  (application rate up to 1.0 oz. per acre) | $0.00 |
|  |  |
| *\*VDCI reserves the right to change the Contract Price upon mutual agreement*  *of Customer.* | |

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 from \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ until December 31, 2018 (the “Termination Date”). Upon attainment of the Termination Date or any subsequent Termination Dates, if a letter of termination is not sent to VDCI 30 days prior to the Termination Date, this contract will be automatically renewed for a period of one year. 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.

HOLD HARMLESS & INDEMNITY

VDCI shall indemnify and hold harmless Customer, its officers, officials, employees, agents, and volunteers from and against any and all claims, liabilities, losses, damages, expenses or injuries, including attorney fees arising out of the operations of the contractor described herein, caused in whole or in part by any negligent act or omission of the contractor, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of Customer.

Notwithstanding anything to the contrary elsewhere in this agreement, VDCI liability to Customer shall not exceed the annual amount invoiced hereunder. This capped liability provision shall apply to 1) Direct Claims by Customer against VDCI 2) VDCI obligation to defend, indemnify and hold Customer harmless for third party claims; or 3) Customer’s access to VDCI insurance coverage as an additional insured.

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.

1. Minimum Limits of Insurance
2. Automobile Liability: $1,000,000 per accident for bodily injury and property damage.
3. Workers’ Compensation: Benefits as per \_\_\_\_\_\_\_\_\_\_\_\_\_statutory requirements.
4. Commercial General Liability: $1,000,000 each occurrence, $2,000,000 general aggregate
5. Employer’s Liability: $1,000,000 per accident for bodily injury or disease.
6. 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
7. Subcontractors

VDCI does not use subcontractors. We are solely responsible for our work; we own and operate our own fleet of mosquito control aircraft.

AGREED AND ACCEPTED:

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| Vector Disease Control International |  |
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| By: | By: \_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
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