**CONTRACT FOR AERIAL MOSQUITO SURVEILLANCE 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 Mosquito Surveillance Services to assess mosquito populations during pre and post application periods. VDCI shall provide all labor, equipment, supplies, insurance and any other requirements to complete the terms, conditions and specifications herein.

MINIMUM SPECIFICATIONS:

A. General Contract Scope:

VDCI will provide 2 person teams for mosquito population monitoring for prior to ground and/or aerial mosquito control services for theCustomer upon receipt of a Purchase Order. VDCI will provide all vehicles, traps, personnel, staff, equipment, fuel, data recording, and all other items required to successfully complete surveillance of local mosquito populations and general habitat assessments as required prior to the application of State approved pesticides.

B. Trap Specifications:

CDC (Centers for Disease Control) Miniature Light Traps are lightweight, portable, battery operated traps that will be used throughout the treatment area to assess local adult mosquito population abundance. These traps are baited with dry ice (a source of CO2) to increase their appeal to host-seeking mosquitoes. CDC light traps will be set throughout the area being surveyed. Trap results (including mosquito species and total numbers) are collected and reported.

C. Responsibilities:

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

VDCI agrees to deliver mosquito collection traps and sufficient personnel with the capabilities to set these traps and identify all collected specimens to the genus and species level as required by FMEA and CDC.

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

Customer shall be responsible for determining the general areas for assessment and coordinating property access for surveillance crews, if required.

1. Deliverables

VDCI shall provide a copy of each surveillance event report and map, showing the location of each trap. Reports shall summarize the collections and indicate the total number of specimens collected and proper species identifications per trap location. All reports and maps shall be submitted within forty-eight (48) hours after each surveillance event.

1. Contacts

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

Primary Contact:

Name: Daniel Markowski, PhD, Vice President

Office Phone: (800) 413-4445

Mobile Phone: (662) 822-1270

E-mail: dmarkowski@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 Surveilance Services with a minimum forty-eight (48) hour notification. Advanced notification is preferred when possible.

1. GIS/GPS Mapping:

VDCI will survey each area for mosquito activity. We will develop and maintain all mosquito collection sites in GIS format, and will provide GIS maps indicating mosquito tap sites. In addition, all surveillance data will be entered in VDCI’s propriety database for permanent record and reporting of all activities.

VDCI is a licensed user of ESRI ArcMap GIS software. We extensively utilize ESRI’s ArcMap geographic information system for all site mapping, sampling locations, truck-ULV application routing, etc. VDCI can produce site inspection maps that include data overlaid on digital aerial orthophotography for accurate detail. We will maintain and update this digital data as needed and will provide copies to the Customer as directed.

E. Identification Qualifications:

VDCI Taxonomists shall have the following qualifications:

1. Knowledge of the bionomics of the mosquito species in the intended surveillance area
2. Knowledge of the vectors of disease-causing pathogens in the intended surveillance area
3. Complete knowledge of entomological nomenclature and the use of dichotomous keys
4. Knowledge of vector control practices

PRICING & PAYMENT:

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| --- | --- |
| **Description of Service** | **Price Per Trap Night** |
| 1**. Adult Mosquito Surveillance Only**  (single placement of traps, pre and post application events) | $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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