
INVITATION TO BID ON AERIAL ADULTICIDING SERVICES

Five (5) copies of each proposal must be submitted to the Utah County Purchasing Agent located at 100 East Center, Suite 3600, Provo, UT 84606, (801) 851-8234 by 3:00 PM, Friday April 2, 2010.

AERIAL ADULTICIDING SERVICES

Detailed specifications for bid items, bid proposal sheets, and all necessary information and instructions for submitting bids may be obtained in person or by request mailed to the same address.

12 February 2010

REQUEST FOR PROPOSAL

AERIAL APPLICATION OF INSECTICIDES FOR CONTROL OF ADULT MOSQUITOES

I. WRITTEN AGREEMENT REQUIRED

The selected contractor must be willing to enter into a written agreement with the UCMAD to provide the referenced services. Said agreement will incorporate all terms and conditions set forth in this solicitation and may include portions of selected contractor's response to same. Provisions of the agreement must be compliant with established local, State and Federal law. The resultant agreement will be cancelable by the UCMAD, pursuant to the terms of the agreement.

II. BACKGROUND

The function of the UCMAD is to abate mosquitoes within the limits of Utah County boundaries. The goal of the UCMAD is to abate mosquitoes at their source so as to reduce their pestiferous and disease carrying potential to the public.

Because of the nature of the habitat that mosquitoes breed in, many sources of mosquito production are either too large or inaccessible to be treated by conventional ground application methods. Therefore, the UCMAD requires differing degrees of aerial pesticide application.

The UCMAD is currently looking for proposals for ULV* applications over unpopulated or sparsely populated areas of pasture, marsh and slough habitat with fixed wing or rotary aircraft. The designated spray block or blocks will be a minimum of 4,000 acres. Adulticide applications will typically be done from 9:00 pm until 12:00 AM (midnight). Night flying capability is necessary. Spray nozzles must be able to produce standard ULV droplets used in mosquito control.

* (ULV refers to ultra low volume application which is generally .5 to 3 liquid ounces per acre used to treat areas infested with adult mosquitoes. Droplets from aircraft usually range from 10-50 microns in size).

III. SOURCE OF FUNDS

Funding for the service to be provided will be from the Utah County Health Dept funds. UCMAD receives their funding from property tax assessments.

IV. TERM OF AGREEMENT

The term of the resulting agreement will begin 15 May 2010 continuing through 15 September 2010 and will be automatically renewed for four additional years at the same terms and conditions as specified in the signed agreement. (See Attachment C for sample copy of the agreement).

V. SCOPE OF SERVICES

The selected contractor will be required to perform the following services:

A. Provide aircraft either fixed wing or rotary, with equipment capable of applying ULV applications (as defined in paragraph III).

1. Aircraft must be warranted by contractor to be maintained in an air worthy condition in accordance with maintenance procedures applicable to the type of aircraft.
2. Aircraft is to be fitted with a dry break-coupling device for the loading of pesticides.
3. Provide equipment to load pesticide into aircraft.
4. Aircraft must be capable of applying Trumpet[®] EC adulticide at 1 oz per acre and be able to treat at least 8,000 acres in a three hour block of time starting at dusk (approximately 9:00 PM to midnight MST).
5. Yearly written certification of calibration (both droplet size and application rate) must be supplied prior to signing of the contract.

B. Provide pilot(s) to operate above mentioned aircraft.

1. Pilot(s) must be licensed with the Utah Dept. of Agriculture as commercial pesticide applicator(s) for aerial application in the State of Utah.
2. Pilot(s) must have a minimum of:
 - 1,000 hours as pilot in command of fixed wing aircraft or,
 - 500 hours as pilot in command of rotary aircraft;
 - 100 hours mosquito adulticiding, crop spraying, water bombing or similar low level flight experience in the type of aircraft proposed for this agreement.

C. The selected contractor must be able to provide the necessary services within 48 hours of notification if weather conditions permit.

- D. Must be available for services yearly from 15 of May, 2010 until 15 September 2014.
- E. Must have written permission from at least one airport that is to be used as the base of operations for the loading of pesticides into the aircraft and short term storage of pesticides.

VI. CONTENT OF PROPOSAL

All Proposals submitted in response to this solicitation must include but are not limited to the following:

- A. List type and number of aircraft and spray system that would be used;
- B. A statement indicating Insurance coverage for liability, aircraft, and pollution, and workers compensation coverage;
- C. List number of pilots proposed and flight experience if possible;
- D. Indicate the experience level with pesticide application for each pilot;
- E. Loading procedures to be used;
- F. Airport or runway facility to be used; and secure storage for drums of pesticide.
- G. Cost per acre of adulticide ULV (Trumpet) application.
- H. Clearly state any additional proposed requirements.
- I. Cover Sheet for Proposal, Attachment B
- J. Vendor Certification Form, Attachment C

VII. EVALUATION CRITERIA

Following the receipt of proposals, the Utah County Commissioners, Utah County Health Administration, Purchasing Agent, and UCMAD may select the successful contractor based upon consideration of the following criteria:

- A. Cost per acre of ULV applications; 35%
- B. Experience and safety record of assigned pilot(s); 15%
- C. Availability of personnel and equipment; 15%

- D. Ability of aircraft to utilize GPS technology & generate shape files of completed work; 15%
- E. Quality of similar work performed for others and knowledge of local spray area; 15%
- F. Willingness of contractor to negotiate an agreement which will be in the best interest of UCMAD; 5%

Proposals containing information which suggests that the contractor does not understand the required scope of work will not be considered for award.

VIII. SUBMISSION OF PROPOSALS

In order to be considered for award, the contractor must submit 5 (five) copies of the written proposals to:

Susan Shepherd
Utah County Purchasing Agent (Aerial Spray Bid)
100 East Center, Suite 3600
Provo, Utah 84606
(801) 851-8234

Proposals must be received prior to 3:00 P.M., on Friday, 2 April 2010. Awarding of the contract will be announced by 30 April 2010, subject to contract negotiations and legal review.

All proposals will be delivered in a sealed package or envelope.

IX. NOTICE TO CONTRACTORS

Proposals which are not received at the UCMAD prior to the time and date specified in paragraph IX will be considered late. LATE PROPOSALS WILL NOT BE CONSIDERED FOR THE AWARD.

X. PROPOSAL COORDINATOR

For general questions about the Request For Proposal contact Robert C. Mower, 801- 851-7637 or Susan Shepherd at 801-851-8234.

XI. INDEMNIFICATION

The contractor will agree to indemnify and keep harmless the UCMAD against all liability, claims, judgments, demands for damages arising from accidents to persons or property occasioned by the contractor, his agents or employees and to defend against all claims or demands for damages arising from accidents to the contractor,

his agents or employees, whether occasioned by said contractor or his employees or by the UCMAD, or their employees or any person or persons; and the said organization will defend any and all suits that may be brought against the UCMAD on account of any such accidents and will reimburse the UCMAD for any expenditures that said MAD may make by reason of such accidents.

XII. INSURANCE REQUIRED

The selected contractor will be required to furnish evidence of Workers' Compensation sufficient to cover all of said contractor's employees pursuant to Utah State Statutes. The selected contractor must also provide a Certificate of Insurance certifying that he will provide and maintain a policy of insurance in which UCMAD would be specifically named as an additional insured. Said insurance coverage will be in the following minimum amounts:

- A. Aviation liability covering bodily injury and property damage for all aircraft utilized under this agreement. Limits of not less than \$2,200,000 per occurrence combined single limit including passengers.
- B. Chemical Drift coverage of \$300,000 per occurrence.
- C. General commercial liability coverage of \$2,200,000 per occurrence and \$250,000 for property damage.

The Certificate of Insurance must also state that no cancellation or decrease in coverage shall be made without giving the UCMAD at least 30 days prior written notice.

Award of the agreement will not be made until the UCMAD has received certification of insurance signed by the agent.

XIII. NOT DISTRICT EMPLOYEE

Under the terms of the resulting agreement the selected contractor will not be considered as an employee of the UCMAD for any purpose whatsoever. The contractor will be considered an independent contractor at all times.

XIV. INSTRUCTIONS TO CONTRACTORS

It is incumbent upon all contractors to read and comply with the attached 'Instructions to Contractors', marked Attachment 'A' of this Request For Proposal.

Attachment 'A'

INSTRUCTIONS TO CONTRACTORS

PREPARATION OF PROPOSALS

- A. It is the contractor's sole responsibility to read and interpret the attached Request For Proposal and these instructions.
- B. All per acre quotes and notations must be printed in ink or typewritten. No erasures permitted. Errors may be crossed out and corrections printed in ink or typewritten adjacent to the corrected error. The person signing the proposal must initial all corrections in ink.
- C. Corrections and/or modifications received after the closing time specified will not be accepted.
- D. Proposals will be submitted with the required cover sheet, which must be signed by a person authorized to bind the contractor contractually.

SUBMISSION OF PROPOSALS

- A. Your proposal must be signed in ink and must be submitted in a sealed envelope or package.
- B. Your submission of proposal must be in compliance with paragraph IX of the attached Request For Proposal.
- C. Your proposal must include all of the items listed in paragraph VII of the attached Request For Proposal.
- D. Only those proposals which include the required cover-sheet will be considered (Attachment 'B').

TAXES

- A. Do not include sales, use or Federal excise taxes in your proposal.
- B. Exemption certificates will be furnished when federal excise tax is exempted.

AWARD OF AGREEMENT

The UCMAD will review proposals and upon selection of a contractor will negotiate and enter into an agreement. The agreement shall be interpreted, construed and given effect in all aspects according to the laws of the State of Utah and the ordinances of the respective cities and counties. The agreement shall not be assigned by the contractor, in whole or in part, without the written consent of the UCMAD.

UCMAD RIGHTS AND OPTIONS

The UCMAD reserves and holds the following rights and options (any such right and/or option to be exercised at the sole discretion of the UCMAD) with respect to each and every response submitted.

- A. The UCMAD reserves the right to reject any/or all proposals received. Furthermore, the UCMAD shall have the right to waive any informality or technicality in proposals received, when in the best interest of the UCMAD.
- B. To select and enter into a written agreement with the contractor whose qualifications best satisfy the goals and objectives of the project, and the interests of the UCMAD.
- C. To supplement, amend or otherwise modify this Request For Proposal, and to cancel this Request For Proposal with or without substitution of another Request For Proposal.
- D. To request supplemental information from any contractor, if required for proper evaluation.
- E. To conduct discussions and negotiations with contractors and consider modifications to the proposed agreement in the context of such negotiations, if such modifications are in the best interests of the UCMAD.
- F. To designate another public or private body, person, agency, group or authority to act on behalf of the UCMAD in the evaluation of qualifications and/or negotiation of the agreement.
- G. To designate another public or private body, person, agency, group or authority to act at any time during the term of the resulting agreement, on behalf of the UCMAD in administration of said agreement and auditing the same.

DISCUSSIONS WITH CONTRACTORS

The UCMAD may conduct discussions with contractors who submit proposals determined to be reasonably acceptable of being selected for award. However, proposals may be accepted without such discussions, at the UCMAD option.

VERBAL COMMUNICATIONS

Verbal communications by MAD officials, employees or representatives regarding the Request For Proposal shall not be binding on the UCMAD and shall in no way excuse the contractor from compliance with written requirements set forth in this Request For Proposals.

Attachment 'B'

COVER SHEET FOR PROPOSAL

Proposal of _____ (an individual) (a partnership) (a corporation duly organized under the laws of the state of _____.)

The undersigned, having carefully read and considered the Request For Proposal to provide aerial application of insecticides for mosquito control for the Utah County Mosquito Abatement District (UCMAD), does hereby offer to perform such services on behalf of the UCMAD, in the manner described and subject to the terms and conditions set forth in the attached proposal.

CONTRACTOR (Company Name)

By: _____
Signature of authorized Officer or Representative of Contractor

Principle Office Address:

Telephone: (____) _____ - _____

Employer Federal ID Number _____

ALL PROPOSALS MUST INCLUDE THIS COVER SHEET

CONDITIONS APPLICABLE TO ADULTICIDING SERVICES

And

BIDDING FORM

INTRODUCTION. Utah County on behalf of the Utah County Mosquito Abatement Division (UCMAD) is interested in obtaining price quotes from licensed commercial applicators for **AERIAL ADULTICIDING SERVICES** for emergency control of adult mosquitoes. Once an emergency spray decision is reached, UCMAD would authorize aerial adulticiding to control WNV vector mosquitoes. The duration of this agreement will be from bid award (anticipated to be in late April 2010) until canceled by either party of the resulting Agreement and renewable for four additional years, through 2014.

Aerial Adulticiding :

- Aerial adulticiding is the application of a product by airplane to kill adult mosquitoes.
- The UCMAD 's current product of choice for this work is Trumpet EC (Naled). The application rate will be 1 ounce per acre. Each product label has specific instructions for application rates and droplet sizes. Applicants should familiarize themselves with this label to make sure they are capable of performing aerial adulticiding as labeled.

For Example: Trumpet EC will be applied at 1 oz. per acre. *The treatment of an area 2 miles long by 4 miles wide would qualify for a contracted charge of 5120 acres (=8 square miles @ 640 acres per square mile). 5,120 ounces (=40 gallons) of Trumpet EC would be needed to conduct the treatment of this designated area.*

- Aerial Adulticide applications:
 - Must start no more than 30 minutes before dusk and end before midnight. The timing of individual flights may be changed with prior approval of the UCMAD.
 - Trumpet EC is a highly corrosive product. Bidder must be aware of the types of pumps, seals, and nozzles etc that are required for the use of this product.
 - Flight altitude should be at an altitude that meets labeled requirements and keeps application materials from drifting outside the target area.

General Requirements for Bidders:

- The Bidder is responsible for all aspects of loading the aircraft.
- The UCMAD will provide all pesticides spray materials (except water as a diluent) to be used.
- Utah County requires proof of general commercial liability insurance for an amount not less than \$2,200,000, per occurrence.
- Aircraft must be guided by Global Positioning System (GPS) equipment. Bidders must use differential GPS equipment with sub-meter accuracy. The GPS must have the capability to generate detailed shape files. This equipment must be able to accept mapping information supplied by the UCMAD and be able to return data that is compatible with the UCMAD GPS/GIS formats.
- Bidder must be able to accept flight information from hard copy maps/aerial photographs, email of electronic shape files and mobile data storage devices, i.e. flash card memory.
- Weather permitting all aerial spray events must be completed within 48 hours of submittal. Bidder must guarantee availability of sufficient aircraft and pilots. Aircraft that is to be used must be capable of adulticiding up to 8,000 acres between dusk and midnight.
- It is anticipated that an aerial adulticiding event within the UCMAD will be between 1,000 and 10,000 acres.
- Bidder must guarantee that at least one aircraft and a Utah Department of Agriculture and Food Public Health Pest Control certified pilot will be available within 48 hours, regardless of the size of the payload.
- Appropriate flight pattern offset to depend on meteorological conditions.
- Pilots must have appropriate pesticide applicator certification in aerial spraying for public health pesticides from the Utah Department of Agriculture and Food.
- Please be aware that any Agreement resulting from this bid does not give the CONTRACTOR exclusive rights to all aerial adulticiding/larvaciding/pupiciding spraying done for UCMAD. The UCMAD may have additional contracts with other Bidders for acreages.
- Cost per acre (Price) will not be the only criteria for the selection and award of a contract. All of the information provide in this bid sheet will be evaluated.
 - Evaluation Criteria:
 - Cost per acre 35%
 - Experience and Safety Record..... 15%
 - Availability of personnel and equipment..... 15%
 - Spray system, Calibration & GPS 15%
 - Similar Work and Knowledge of Local Spray Area. 15%
 - Willingness to negotiate an agreement 5%
- In the event the Utah County Health Department cannot come to a unanimous decision on which bidder is best suited to receive the contract then the UCMAD have the right to refuse all bids and place another request for bids.

AIRCRAFT , PILOTS & SPRAY EQUIPMENT

1. Type & number of aircraft available.

2. Type of spray equipment available.

ADULTICIDING ROTARY ATOMIZER TECHNOLOGY: PROVIDE BRIEF DESCRIPTION:

DROPLET SLIDE ANALYSIS CALIBRATION:

METHOD:

RESULTS:

FLOWRATE CALIBRATION:

METHOD: _____

RESULTS: _____

3. How many pilots do you have who are certified to pilot the aircraft for mosquito control aerial adulticide missions and are familiar using your global positioning system (GPS) equipment? Please include their duration of experience conducting this type of work.

GLOBAL POSITIONING SYSTEM (GPS) EQUIPMENT

4. What type of GPS swath guidance equipment is used in your aircraft?

5. Does this GPS equipment allow you to fully “outline” the area(s) to be sprayed so that spray on-spray off spots are delineated?

6. Is the data from your GPS equipment able to generate “ESRI” shapefiles?

WEATHER MONITORING

7. Do you have ground-based weather monitoring equipment available (e.g., wind direction and speed, air temperature at spray altitude)? Provide brief description.

8. Do you have weather monitoring equipment available in the aircraft? Provide brief description.

9. Please explain your insurance coverage (include coverage limits, carrier name, address, phone # and contact person).

THE' UTAH COUNTY, 100 East Center, Provo, Utah 84606' MUST BE IDENTIFIED AS AN ADDITIONAL "NAMED INSURED" ON THE POLICY!

PROPOSED LOCATION OF LOADING / CHEMICAL STORAGE / SECURE PARKING OF AIRCRAFT

10. AIRPORT TO BE USED: _____

Please attach written documentation on permission to use the above facility to land and take off for aerial pesticide application events. A letter from the airport manager would be appropriate.

11. Chemical Storage:

The UCMAD will deliver the spray materials (excluding water) to the approved airport. The bidder is responsible for providing a safe and secure storage area for the pesticides.

Describe proposed storage area:

12. Secure Area of Aircraft Storage:

Describe proposed storage area:

13. Describe Proposed Area to be used in loading aircraft for spray operations (include containment to be used):

EXPERIENCE

14. List Past Aerial Pesticide Application Spray Experience in the Pastureland and Wetland Areas of Utah County (if none list similar experience):

15. List References for Past Aerial Pesticide Applications in Mosquito Control (if none list references for similar application experience.):

Name of Company: _____

Contact Person: _____

Phone #: _____ Fax #: _____

Address: _____

Name of Company: _____

Contact Person: _____

Phone #: _____ Fax #: _____

Address: _____

Name of Company: _____

Contact Person: _____

Phone #: _____ Fax #: _____

Address: _____

KNOWLEGDE OF TYPE OF AREAS TO BE TREATED:

16. Briefly Describe Aerial Spray Experience in Mosquito Control:

PRICES

17. PRICE

PRICE PER ACRE

Price per acre is the only billable amount for this contracts service. Price per acre includes any loading, ferry time and other miscellaneous items):

A. Aerial Adulticide Application:

Application rate of 1 (one) ounce per acre of finished product.

(\$ _____ . ____) per acre

Spell out \$ Amount _____

18. Certified Fuel Cost at time of Proposal _____

Attach appropriate backup for the cost per gallon rate

SAFETY RECORD

19. Safety Record:

List any insurance claims filed against the Bidder or any of its pilots resulting from aerial spray operations:

List any citations or reportable events from the Federal Aviation Administration or Utah State Department of Agriculture and Food in the past 10 years:

BIDDER INFORMATION

BIDDERS COMPANY NAME:

ADDRESS:

PRINT NAME: _____

POSITION WITH COMPANY: _____

SIGNATURE: _____

PHONE # _____

FAX #: _____

DATE: _____

CONDITIONS APPLICABLE TO AERIAL ADULTICIDING BIDS

1. Bids shall be submitted in sealed envelopes, and must be received no later than the time and date specified on the advertisement enclosed as Page 1. Bids may be sent to:

Susan Shepherd
Utah County Purchasing Agent (Aerial Spray Bid)
100 East Center, Suite 3600
Provo, Utah 84606
Phone:(801) 851-8234
Fax: (801-851-8232
Email: ucadm.susans@state.ut.us

2. Envelopes shall be clearly marked as "2010 Aerial Application Bid" and the bidder's name shall be clearly marked on the envelope.
3. The UCMAD will make every effort to inform prospective bidders of amendments or clarifications of the original bid specifications. However, the UCMAD does not guarantee to provide such amendments to all prospective bidders. **IT IS THE BIDDERS RESPONSIBILITY TO CHECK WITH THE UCMAD FOR ANY AMENDMENTS OR CLARIFICATIONS TO THE ORIGINAL BID SPECIFICATIONS PRIOR TO SUBMITTING A BID.**
4. The bid shall be on a firm, net delivered price basis and the contract shall have no escalator clause.
5. Receipt of the item(s) shall not constitute acceptance. Final acceptance and authorization of payment shall be given only after a thorough inspection indicates that the item(s) meet bid specifications and conditions. Should the delivered item(s) differ in any respect from specifications, payment shall be withheld until such time as the supplier takes necessary corrective action.
6. The bidder's qualifications must be satisfactory to the Utah County Health Administration and UCMAD. UCMAD reserves the right to reject any and all bids, to accept at its discretion the lowest and/or best bid, to waive any or all technicalities in awarding a contract, and to re-advertise. For bids providing services, bidder must demonstrate proof of Workers Comp insurance for all individuals working on the UCMAD's project.
7. The successful bidder shall be required to execute the attached Agreement. If a bidder has any questions or comments on the Agreement, such questions or

comments must be raised in the bidder's written response and there shall be no acceptance of a bid until the bidder agrees to an Agreement in a form acceptable to the UCMAD.

specifications of those insecticides to be applied by aircraft, and shall therefore under no circumstances knowingly violate any label specifications.

- A. The UCMAD will instruct the CONTRACTOR on application height, rate per acre, dilution rate of materials and acceptable wind conditions.

5. The UCMAD agree to pay the contractor for its services in the aerial application of mosquito control materials as follows, on a per acre basis:

- A. Ultra low volume adulticide at the rate of 1 (one) ounces of finished product per acre \$_____

6. It is agreed that if for any reason the above per acre application rate must be varied in total amount applied per acre, that the UCMAD and the CONTRACTOR may negotiate a mutually satisfactory price to be paid the CONTRACTOR for the application of any mosquito control materials as varying in total amounts per acre or formulation from those listed, above.

7. It is agreed, represented and warranted by the CONTRACTOR that the CONTRACTOR will furnish aircraft which are at all times maintained in an airworthy condition in accordance with maintenance procedures applicable to that type of aircraft, that it will furnish for the operation of said equipment pilots who are qualified in all respects; that it has the necessary operating authority from the Public Service Commission of Utah to perform the service contemplated.

8. The CONTRACTOR agrees to carry a commercial liability insurance policy for an amount not less than \$620,700 for one person in any one occurrence, of \$2,200,000 for two or more persons in any one occurrence, and for property damage in an amount not less than \$250,000 in any one occurrence and to provide a Certificate of Insurance certifying that the CONTRACTOR will provide and maintain a policy of insurance in which **'Utah County, 100 East Center, Provo, Utah 84606'** would be specifically named as an additional insured. The Certificate of Insurance must also state that no cancellation or decrease in coverage shall be made without giving the UCMAD at least 30 days prior written notice.

The CONTRACTOR covenants and warrants that the foregoing requirements shall be met before the award of any Agreement.

The CONTRACTOR shall provide the necessary aircraft and pilot information necessary to the UCMAD in the event that they desire to obtain additional third party liability, airport liability, full chemical liability and pollution coverage. If the airworthiness, CONTRACTORS past experience or pilots past experience inhibits the UCMAD from

obtaining additional coverage or makes the price of additional coverage prohibitive, then the UCMAD may cancel this Agreement at any time.

9. It is understood and agreed that the relationship between the parties to this Agreement is that of an independent CONTRACTOR, and not an employee-employer one, and that the CONTRACTOR will furnish Worker's Compensation Insurance for any and all of its employees, will withhold Federal taxes and pay Social Security Taxes as required, will withhold Utah Income Tax as required, and will comply with the unemployment compensation laws of the State of Utah, and any other applicable or regulatory measures relating to employer-employee relationships.

10. The CONTRACTOR specifically represents that it and/or all employees and agents working under and through it are responsible for, and therefore have the necessary skill judgment and knowledge to properly and accurately calibrate all aerial spray equipment to be used as well as ascertain when flight and weather conditions and drift conditions are proper for purposes of applying insecticides and chemicals pursuant to this Agreement.

11. The UCMAD will not assume responsibility for loss or damage of equipment owned and operated by the CONTRACTOR, its agents or employees or for the injury to or death of the CONTRACTOR, its agents or employees.

12. It is agreed and understood that the CONTRACTOR shall be thoroughly versed in all label specifications of those insecticides to be applied by aircraft, and shall therefore under no circumstances knowingly violate any label specifications.

13. It is agreed and understood that all per acre fees paid the CONTRACTOR by the UCMAD shall be as bid by the CONTRACTOR. The UCMAD shall render no additional compensation to the CONTRACTOR for any expenses incurred in the performance of the Agreement.

14. The CONTRACTOR agrees to indemnify and keep harmless the UCMAD against all liability, claims, judgments, demands for damages arising from accidents to persons or property occasioned by the CONTRACTOR, his agents or employees and to defend against all claims or demands for damages arising from accidents to the CONTRACTOR, his agents or employees, whether occasioned by said CONTRACTOR or his employees or by the UCMAD, or their employees or any person or persons; and the said organization will defend any and all suits that may be brought against the UCMAD on account of any such accidents and will reimburse the UCMAD for any expenditures that said UCMAD may make by reason of such accidents.

15. If the services of the CONTRACTOR should be unsatisfactory to the UCMAD in the performance of this Agreement, the UCMAD may terminate this Agreement upon the CONTRACTOR's failure to perform services in a manner required of an aerial applicator acting in a reasonable and prudent manner, within 7 (seven) days from the date notice has

been given the CONTRACTOR and CONTRACTOR shall be deemed to have defaulted pursuant to the terms and conditions of this Agreement. The notice requirements contained herein shall be satisfied by depositing a letter in the U.S. Mail, postage prepaid and addressed to the CONTRACTOR at:

16. The following specifications have been agreed upon by the UCMAD and the CONTRACTOR:

- A. The CONTRACTOR shall have at least 1 (one) aircraft available and equipped for aerial adulticiding for mosquito control between May 15 and Sept 15 of each year this Agreement is valid.
- B. Weather permitting, all aerial spray events must be completed within 48 hours of submittal to the CONTRACTOR from the UCMAD. The CONTRACTOR guarantees the availability of sufficient aircraft and pilot(s) to:
 - 1. Complete individual adulticide applications of up to 8,000 acres of mosquito habitat at the rates of 1 ounce of finished product per acre within 48 hours, weather conditions permitting, after receiving the spray information from the UCMAD.
- C. All adulticide applications will be made beginning no earlier than ½ hour before dusk and the three hours following dusk (approximately 9:00 pm until midnight MST), unless otherwise directed by the UCMAD.
- D. The responsibility for loading the aircraft shall rest solely with the CONTRACTOR, unless the UCMAD specifically request in writing otherwise.
 - 1. All loading of the aircraft is to be done over a containment structure.
 - 2. Aircraft is to be fitted with dry break quick coupling device for loading of all liquid materials.
 - 3. Loading, pumping or lifting equipment for loading the aircraft shall be provided by the CONTRACTOR, if necessary.
- E. Contractor must furnish written certification of calibration droplet size, application rate, swath width and spray height (for adulticiding) to the UCMAD before signing of the agreement and by May 15 of each successive year that the Agreement is in place.

1. Documentation of calibration must include method(s) used, date of calibration(s), results and personnel performing the calibration.
 2. Documentation of calibration must be submitted to the UCMAD on a yearly basis prior to any applications being made.
 3. Calibrations must be redone when any changes are made to the spray system that may affect application rate, droplet size or evenness of distribution.
 4. Results of calibration must meet the requirements of the labeling for the spray materials used. No applications can be made without meeting labeling requirements.
 5. Failure to have full documentation of calibrations submitted to the UCMAD by May 15 in any year, will give the UCMAD the option of canceling the Agreement. If the UCMAD cancel the Agreement then the CONTRACTOR will be responsible for the costs to re-bid for a new Agreement. Costs shall include advertisements, secretarial and managerial time and legal expense to review new documents for the bid.
- F. CONTRACTOR must have all aircraft used to fulfill this Agreement equipped with Global Positioning System (GPS) guidance equipment.
1. The GPS equipment must have the capability for differential sub-meter accuracy.
 2. GPS must be used on every application under this Agreement to document where applications were made. This would include when the spray was on and off.
 3. GPS equipment must have the capability of generating detailed application maps that must be submitted to the UCMAD within 24 hours of each application event.
 4. The GPS equipment must be able to accept mapping information supplied by the UCMAD and be able to return data that is compatible with the UCMAD GPS/GIS formats.
- G. The UCMAD will furnish the CONTRACTOR with acreages and mapping information for all application events.
1. Maps may be hand delivered in hard copy paper or by facsimile format.

2. Contractor must be capable of receiving mapping data by email and by flash memory cards.

H. Pilots must have a minimum of:

- 1,000 hours as pilot in command of fixed wing aircraft and,
- 100 hours mosquito adulticiding in the type of aircraft proposed for this agreement and,
- 100 hours mosquito larvaciding/pupiciding in the type of aircraft proposed for this agreement.

I. CONTRACTOR must provide the UCMAD with written permission from at least one airport that is to be used as the base of operations for the loading of pesticides into the aircraft.

J. There are will be a minimum acreage of 1000 acres that the UCMAD must submit with any one application event.

17. Failure of the CONTRACTOR to document through GPS that individual spray event(s) had spray coverage of at least 80% will result in no payment to the CONTRACTOR for that spray event(s). Furthermore, the CONTRACTOR will reimburse the UCMAD for any spray materials used in the less than 80% coverage spray event. If the less than 80% coverage spray event was for adult mosquitoes, the CONTRACTOR will perform the necessary adulticiding event at no acreage charges to the UCMAD.

18. This Agreement does not give the CONTRACTOR exclusive rights to all aerial spraying done for the UCMAD. The UCMAD may have additional contracts with other vendors for acreages above those called for in paragraph 16 B, congested air spaces that require twin engine aircraft and experimental aerial applications.

19. This Agreement may be modified only by the subsequent mutual written agreement of the parties.

20. Incorporation Of Provisions Required By Law - Each provision and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein. If through mistake or otherwise any such provision is not inserted or is not correctly inserted, the Agreement shall be amended to make such insertion on application of either party.

IN WITNESS WHEREOF, the parties have caused this Agreement (Contract) to be executed the date hereinabove first written.

BOARD OF COUNTY COMMISSIONERS,

UTAH COUNTY, UTAH

By: _____
Steve White, Chairman

ATTEST:
BRYAN E. THOMPSON
County Clerk/Auditor

By: _____
Deputy

APPROVED AS TO FORM:
JEFFERY R. BUHMAN
Utah County Attorney

By: _____
Deputy

CONTRACTOR

By: _____

Its: _____