

Ord.
2006-0402

**INTRODUCED BY: BRIAN A. FABRE, CHAIRMAN
CONTRACT/FINANCE AND ADMINISTRATIVE COMMITTEE**

ORDINANCE NO. 06-12-23

An ordinance to approve and authorize the execution of a Professional Services Contract with St. Charles Mosquito Control, Inc. for Mosquito Control Services in St. Charles Parish.

WHEREAS, the St. Charles Parish Council has recognized the need to continue its Mosquito Control Program to promote, protect and preserve the general welfare, safety and health of the citizens of St. Charles Parish; and,

WHEREAS, the St. Charles Parish Council adopted Resolution No. 5374 on October 2, 2006, which approved the Contract Documents and Specifications for a Mosquito Control Program for St. Charles Parish; and,

WHEREAS, the St. Charles Parish Council, through Resolution No. 5374 authorized the St. Charles Parish Council Contract Committee to advertise for Proposals and to issue any Addenda as it deems necessary to the specifications; and,

WHEREAS, sealed proposals were received at 10:00 A.M. on November 30, 2006; and,

WHEREAS, the Proposal of St. Charles Mosquito Control, Inc. to provide a Mosquito Control Program for St. Charles Parish is the lowest responsible proposal and is in the best interest of the Parish.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Proposal of St. Charles Mosquito Control, Inc. submitted on November 30, 2006, to provide a Mosquito Control Program in St. Charles Parish be and is hereby accepted.

SECTION II. That the contract documents noted as Resolution No. 5374, Exhibit A, Exhibit B, Exhibit C, Exhibit D, Addendum #1, and Addendum #2 attached thereto are hereby deemed to be the Mosquito Control Contract.

SECTION III. That the Parish President is hereby authorized to execute said Contract on behalf of St. Charles Parish.

The foregoing ordinance having been submitted to a vote, the vote thereon was as follows:

YEAS: MARINO, FAUCHEUX, HILAIRE, FABRE, RAMCHANDRAN, WALLS,
BLACK, DUHE, MINNICH
NAYS: NONE
ABSENT: NONE

And the ordinance was declared adopted this 18th day of December, 2006, to become effective five (5) days after publication in the Official Journal.

Mosquito Contract 2006 revised

CHAIRMAN: Brian A. Fabre
SECRETARY: Barbara Jane Tucker
DLVD/PARISH PRESIDENT: December 19, 2006
APPROVED: [Signature] DISAPPROVED: _____
PARISH PRESIDENT: Albert Q. Legas
RETD/SECRETARY: December 19, 2006
AT: 11:45 AM RECD BY: [Signature]

AMENDED
by: Ord. 11-12-12; Ord. 12-3-6;
Ord. 13-3-6

REFERENCE
Reso. 5374

CONTRACT AGREEMENT

THIS CONTRACT, made this 28th day of December, 2006, by and between St. Charles Parish, 15045 River Road, P. O. Box 302, Hahnville, Louisiana, 70057, hereinafter called "PARISH" and St. Charles Mosquito Control, Inc., doing business as a corporation, hereinafter called "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreement hereinafter mentioned.

1. The CONTRACTOR will commence the Mosquito Control Program for St. Charles Parish on January 1, 2007.
2. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the implementation and operation of this Contract as described herein.
3. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS for the sum stated therein.
4. The term "CONTRACT DOCUMENTS" includes the following items:
 - (a) Exhibit "A"-Request for Proposals - 2006
 - (b) Exhibit "B"-Instructions to Contractors - 2006
 - (c) Exhibit "C"-Contractor's Proposal
 - (d) Exhibit "D"-Mosquito Control Program General Specifications-2006
 - (e) ADDENDUM
No. 1 dated November 3, 2006
 - (f) ADDENDUM
No. 2 dated November 15, 2006
 - (g) "Memorandum of Understanding"
5. The PARISH will pay to the CONTRACTOR in the manner and at such times as set forth in the General Specifications such amounts as required by the CONTRACT DOCUMENTS.
6. This agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in (2 copies) each of which shall be deemed an original on the date first above written.

OWNER:

ST. CHARLES PARISH

BY Albert D. Laque
ALBERT D. LAQUE
PARISH PRESIDENT

(SEAL)

ATTEST:

Barbara Jacob Tucker
Name Barbara Jacob Tucker
Title Council Secretary

CONTRACTOR:

By [Signature]
Title President
Name Greg Rittiner
Address 659 Leson Court
Harvey, LA 70058

(SEAL)

ATTEST:
Timothy J. Vial

2006

CONTRACT DOCUMENTS

&

SPECIFICATIONS

MOSQUITO CONTROL PROGRAM

FOR

**ST. CHARLES PARISH
LOUISIANA**

Prepared 5-18-06

Revised 9-26-06

EXHIBIT "A"

REQUEST FOR PROPOSALS - 2006

**For a Mosquito Control Program
in
St. Charles Parish**

Sealed Proposals are invited and will be received by St. Charles Parish, 15045 River Road, P. O. Box 302, Hahnville, Louisiana 70057, for a Mosquito Control Program for said Parish.

Proposals shall be made on the Proposal Forms and in accordance with instructions to Contractors furnished by St. Charles Parish, Office of the Parish President.

The defined terms appearing in the General Specifications apply to all Contract Documents.

Proposals shall be made upon forms published by the Parish. The Parish will furnish copies of the Contract Documents and form of Contract to prospective Contractors upon request.

Proposals shall be delivered to, and be on file with, the Parish on or before Friday, November 10, 2006, 10:00 a.m. The envelope containing the Proposal must be sealed and plainly marked "Proposal for Mosquito Control Program".

Proposals will be publicly opened and read at 10:00 a.m., on the aforementioned date in the Council Chambers of the Parish Courthouse, 15045 River Road, Hahnville, Louisiana. The selected Contractor will be awarded the contract through an ordinance of the Parish Council approving and adopting the Contract Documents, providing for its enforcement and penalties as provided by law.

A proposal bond or certified check shall accompany the Proposal, in accordance with the Instructions to Contractors.

The Parish reserves the right to reject any or all Proposals, to waive irregularities and/or informalities in any Proposal, and to make and award in any manner, consistent with law, deemed in the best interest of the Parish.

A pre-proposal conference shall be held on Thursday, November 2, 2006, at 5:00 p.m. in the Council Chambers of the St. Charles Parish Courthouse, 15045 River Road, Hahnville, Louisiana.

Publish: October 12, 2006
 October 19, 2006
 October 26, 2006

EXHIBIT "B"

INSTRUCTIONS TO CONTRACTORS - 2006

MOSQUITO CONTROL PROGRAM

1. RECEIPT AND OPENING OF PROPOSALS

The Parish of St. Charles (the "Parish") invites and will receive Proposals on the forms attached hereto, all information on which shall be appropriately filled in. Proposals will be received at the Office of the Parish President until 10:00 a.m., Friday, September 8, 2006, and publicly opened and read aloud in the Council Chambers of the Parish Courthouse, 15045 River Road, Hahnville, Louisiana, at 10:00 a.m. on the aforesaid date. The envelopes containing the Proposals must be sealed and addressed to the Parish President's Office, Parish of St. Charles, P. O. Box 302, 15045 River Road, Hahnville, Louisiana, 70057, and plainly marked "Proposal for Mosquito Control Program".

2. PREPARATION OF PROPOSAL

All Proposals shall be prepared and signed by the Contractor in the form attached hereto and without removal from this bound pamphlet. Additional copies of the Proposal Form may be obtained from the Parish upon request. All blank spaces in each Proposal Form together with appropriate schedules must be completed in full in ink or typewritten, in both words and figures. Contractors must submit a lump sum proposal as listed on Exhibit "C".

If the lump sum already entered by the Contractor on the Proposal Form is to be altered, it shall be crossed out with ink and the new lump sum entered above or below it, and initialed by the Contractor in ink.

The proposals received will be compared on the basis of the lump sum amount, the experience and capability of the firm, experience of key personnel, and previous experience in mosquito control programs. In case of a discrepancy between the amount shown in numerals and written out in words, the prices as written out in words in the Proposal shall govern and any errors found in said numerals shall be corrected.

Each Proposal, together with appropriate schedules, shall be submitted in a sealed envelope bearing on the outside the name of the Contractor, his address, and plainly marked "Proposal for Mosquito Control Program". If forwarding by mail, the sealed envelope containing the Proposal must be enclosed in another envelope addressed as specified in the Proposal. The Parish may consider irregular any Proposal not prepared and submitted in accordance with the provisions hereof and may waive any irregularities or reject any and all Proposals.

Any Proposal may be withdrawn prior to the above scheduled time for the opening of Proposal or authorized postponement thereof.

Any Proposal received after the time and date specified shall not be considered.

3. PROPOSAL SECURITY AND EVIDENCE OF INSURANCE

Each Proposal shall be accompanied by a bond or a certified check of the Contractor, drawn on a national bank, in an amount equal to five percent (5%) of the annual contract price, as a guarantee on the part of the Contractor that he will, if called upon to do so, accept and enter into a contract on the attached form (or such form as may mutually be agreed upon by the Parish and the selected Contractor), to do the work covered by such Proposal and at the rates stated therein and to furnish a corporate surety for its faithful and entire fulfillment. Checks and bonds will be returned promptly after the Parish and the selected Contractor have executed a Contract or, if no Contractor's Proposal has been selected within ninety (90) days after the date of the opening of Proposals upon demand of the Contractor at any time thereafter, so long as he has not been notified of the acceptance of his Proposal.

Each Proposal shall be accompanied by a certificate of insurance evidencing the coverage set forth in Section 10.00 of the General Specifications.

4. LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO THE CONTRACT

The Contract shall be deemed as having been awarded when formal notice of award shall have been mailed by the Parish to the Contractor by certified mail, return receipt requested.

The Contractor to whom the Contract shall have been awarded will be required to execute two (2) copies of the Contract on the form attached hereto (or such forms as may mutually be agreed upon by the Parish and the selected Contractor) and to furnish insurance certificates, all as required. In case of his refusal or failure to do so within twenty (20) days after his receipt of formal notice of award, Contractor will be considered to have abandoned all his rights and interests in the award, and Contractor's proposal security may be declared forfeited to the Parish as liquidated damages and the award may then be made to the next best qualified Contractor or the work readvertised for Proposals as the Parish may elect.

5. SECURITY FOR PERFORMANCE

The Proposal shall be accompanied by a letter from a corporate surety satisfactory to the Parish stating that the Performance Bond will be furnished by it to the person submitting the Proposals in the event he is the successful Contractor. Such letter is to be signed by an authorized representative of the surety together with a certified and effectively dated copy of his power of attorney attached hereto.

The successful Contractor will be required to furnish a performance bond as security for the faithful performance of this Contract. Said performance bond must be in an amount equal to 50% of the annual contract price, over the term of the Contract.

Premium for the bonds described above shall be paid by the Contractor. A certificate from the surety showing that the bond premiums are paid in full shall accompany the bond.

The surety on the bond shall be a duly authorized corporate surety company authorized to do business in the State of Louisiana, having an A- or better bond rating in accordance with A.M. Best Rating Classification.

6. POWER OF ATTORNEY

Attorneys-in-fact who sign bonds shall file with each bond a certified and effectively dated copy of their power of attorney.

7. SCOPE OF WORK

The work under this Contract shall consist of the items contained in the Proposal, including all incidentals necessary to fully complete said work in accordance with the Contract Documents.

8. CONDITIONS

Each Contractor shall fully acquaint himself with conditions relating to the scope and restrictions attending the execution of the work under the Contract. Contractors shall thoroughly examine and be familiar with the Specifications.

The failure or omission of any Contractor to receive or examine any form, instrument, addendum or other document, or to acquaint himself with existing conditions, shall in no way relieve himself of any obligations with respect to his Proposal or to the Contract. The Parish shall make all such documents available to the Contractors.

The Contractor shall make his own determination as to conditions and shall assume all risk and responsibility and shall complete the work in and under conditions he may encounter or create, without extra cost to the Parish.

The Contractor's attention is directed to the fact that all applicable Federal laws, State laws, Parish ordinances, and the rules and regulations of all authorities having jurisdiction over the work to be performed shall apply to the Contract throughout, and they will be deemed to be included in the Contract as though written out in full in the Contract.

9. ADDENDA AND EXPLANATIONS

Explanations desired by a prospective Contractor shall be requested of the Parish in writing, and if explanations are necessary, a reply shall be made in the form of an Addendum, a copy of which will be forwarded to each Contractor. Every request for such explanation shall be in writing addressed to the Parish President's Office - Parish of St. Charles, P. O. Box 302, Hahnville, Louisiana, 70057, Attn: Timothy J. Vial, Chief Administrative Officer. Any verbal statements regarding same by any person, previous to the award, shall be unauthoritative and not binding.

Addenda issued to Contractor prior to date of receipt of Proposals shall become a part of the Contract Documents, and all Proposals shall include the work described in the Addenda.

No inquiry received within seven (7) working days of the date fixed for the submission and opening of Proposals will be given consideration.

Any and all such interpretations and any supplemental instructions will be in the form of written Addenda, which, if issued, shall be mailed by certified mail, return receipt requested, to all prospective Contractors (at the respective addresses furnished for such purposes), not later than five (5) days prior to the date fixed for the opening of Proposals.

10. NAME, ADDRESS AND LEGAL STATUS OF THE CONTRACTOR

The Proposal shall be properly signed in ink and the address of the Contractor given. The legal status of the Contractor, whether corporation, partnership, or individual, shall also be stated in the Proposal.

A corporation shall execute the Proposal by its duly authorized officers in accordance with its corporate by-laws and shall also give the state of incorporation.

Any foreign corporation should provide a certificate from the Secretary of State that the corporation is qualified to do business in Louisiana and is in good standing. Partnerships or individual Contractors are required to state in the Proposal the names of persons interested therein.

The place of residence of each Contractor, or the office address in the case of a firm or company, with Parish and State and telephone number, must be given after his signature.

If the Contractor is a joint venture consisting of a combination of any or all of the above entities, each joint venture shall execute the Proposal.

Anyone signing a Proposal as an agent of another or others must submit with his Proposal, legal evidence of his authority to do so.

11. COMPETENCY OF CONTRACTOR

The opening and reading of the Proposal shall not be construed as an acceptance of the Contractor as a qualified, responsible Contractor. The Parish reserves the right to determine the competence and responsibility of a Contractor from its knowledge of the Contractor's qualifications or from other sources.

The Parish shall require submission with the Proposal of certified supporting data regarding the qualifications of the Contractor in order to determine whether he is a qualified, responsible Contractor. The Contractor will be required to furnish the following information sworn to under oath by him:

- (a) An itemized list of the Contractor's equipment available for use on the Contract.
- (b) A copy of the latest available certified financial statement of the Contractor (or its parent corporation if individual subsidiary or division financial statements are not prepared and generally available) certified by a nationally recognized firm of independent certified public accountants.
- (c) Evidence that the Contractor is in good standing in the State of Louisiana, and, in the case of corporations organized under the laws of any other State, evidence that the Contractor is licensed to do business in the State of Louisiana or a sworn statement that it will take all necessary action to become so licensed if its Proposal is accepted.

In the event that the Parish shall require additional certified supporting data regarding the qualification of the Contractor in order to determine whether he is a qualified, responsible Contractor, the Contractor may be required to furnish any or all of the following information sworn to under oath by him:

- (a) Evidence that the Contractor is capable of commencing performance as required in the Contract Documents.
- (b) Evidence, in form and substance satisfactory to the Parish, that Contractor has been in existence as a going concern for in excess of five (5) years and possesses not less than five (5) years actual operating experience as a going concern in mosquito control.
- (c) Evidence, in form and substance satisfactory to the Parish, that Contractor possesses as a going concern the managerial and financial capacities to perform all phases of the work called for in the Contract Documents.

- (d) Evidence, in form and substance satisfactory to the Parish, that Contractor's experience as a going concern in mosquito control derives from operations of comparable size to that contemplated by the Contract Documents.
- (e) Such additional information as will satisfy the Parish that the Contractor is adequately prepared to fulfill the Contract.

The Contractor may satisfy any or all of the experience and qualification requirements of this paragraph by submitting the experience and qualifications of its parent organization and subsidiaries of the parent.

12. DISQUALIFICATIONS OF CONTRACTOR

Although not intended to be an exhaustive list of causes for disqualification, any one or more of the following causes, among others, may be considered sufficient for the disqualification of a Contractor and the rejection of his Proposal.

- (a) Evidence of collusion among Contractors.
- (b) Lack of competency as revealed by either financial statements, experience or equipment statements as submitted or other factors.
- (c) Lack of responsibility as shown by past work, judged from the standing of workmanship as submitted or from past performance of contracts similar in scope.
- (d) Default on a previous parochial or municipal contract for failure to perform.

13. BASIS OF PROPOSAL

Proposals with respect to mosquito control are solicited on the basis of the lump sum proposed. The lump sum, as written out in words in the Proposal, shall govern and any errors found will be corrected. The proposals will also be compared based on the Expanded Encephalitis Surveillance Protocol, Expanded Transmission Suppression, experience and capability of the firm, experience of key personnel and previous experience in mosquito control programs.

14. QUANTITIES

The Parish has listed certain quantities in the Contract which are to be the minimum contract requirements; however, the contractor shall be required to provide all services necessary to comply with the Contract requirements.

15. METHOD OF AWARD

The Parish reserves the right not to accept any Proposal or, to reject any or all Proposals, and to waive defects or irregularities in a Proposal. In particular, any alteration, erasure or interlineation of the Contract Documents and of the Proposal shall render the accompanying Proposal irregular and subject to rejection by the Parish. The Parish intends that the Contract shall be awarded within ninety (90) days following the date Proposals are publicly opened and read.

EXHIBIT "C"

CONTRACTOR'S PROPOSAL - 2006

FOR

MOSQUITO CONTROL PROGRAM

TO: The President of the Parish of St. Charles
15045 River Road (P. O. Box 302)
Hahnville, LA 70057

Proposal of St. Charles Mosquito Control, Inc.

(a corporation duly organized under the laws of the State of Louisiana).

The undersigned having carefully read and considered the terms and conditions of the Contract Documents for a Mosquito Control Program for St. Charles Parish, does hereby offer to perform such services on behalf of the Parish, of the type and quality and conditions set forth in the Contract Documents at the rates (expressed in words and figures) hereinafter set forth:

Lump Sum: Eight Hundred Fifty-Two Thousand
Six Hundred Nineteen Dollars and

Zero Cents per year.

\$ 852,619.00

Note: Additional pricing required in Section 12.02

St. Charles Mosquito Control, Inc.

CONTRACTOR

BY 

TITLE President

PRINCIPAL OFFICE

ADDRESS 659 Leson Ct.

Harvey LA 70058
(City) (State) (Zip Code)

PARISH Jefferson

TELEPHONE (504) 366-0084

EXHIBIT "D"

MOSQUITO CONTROL PROGRAM

GENERAL SPECIFICATIONS - 2006

1.00

DEFINITIONS

- 1.01 Contract Documents
- 1.02 Contractor
- 1.03 Parish

2.00

SCOPE OF WORK

- 2.01 Inspection/Surveillance
- 2.02 Chemical Control
- 2.03 Biological Control
- 2.04 Control of Other Insects

3.00

OPERATIONS

- 3.01 Contractor To Make Examination
- 3.02 Governmental Approvals
- 3.03 Holidays
- 3.04 Complaints
- 3.05 Program Equipment
- 3.06 Office
- 3.07 Point of Contact
- 3.08 Reporting

4.00

COMPLIANCE WITH LAWS

5.00

EFFECTIVE DATE

6.00

NONDISCRIMINATION

7.00

INDEMNITY

8.00

LICENSES AND TAXES

9.00

TERM

10.00

INSURANCE

11.00

BOND

- 11.01 Performance Bond
- 11.02 Power of Attorney

12.00 **BASIS AND METHOD OF PAYMENT**

12.01 Rates

12.02 Additional Compensation

12.03 Contractor's Billings to Parish

13.00 **TRANSFERABILITY OF CONTRACT**

14.00 **BREACH OF SERVICE**

15.00 **HIRING PREFERENCE**

1.00 DEFINITIONS

1.01 Contract Documents - The Request for Proposals, Instructions to Contractors, Contractor's Proposal, General Specifications, the Contract Performance Bond and any addenda or changes to the foregoing documents agreed to by the Parish and the Contractor.

1.02 Contractor - The person, corporation, partnership, or joint venture performing the Mosquito Control Program under contract with the Parish.

1.03 Parish - Parish of St. Charles.

2.00 SCOPE OF WORK

The work under this Contract shall consist of the items contained in the Proposal, including all the supervision, materials, equipment, labor and all other items necessary to complete said work in accordance with the Contract Documents.

The Contractor is to provide a program of mosquito abatement through an integrated pest management approach, as described in official LMCA training manual, as well as inspection and surveillance to determine specific need and extent of control measures applied.

The Contractor must abide by and show proof of compliance of all applicable laws and regulations regarding the use of pesticides and container disposal. All power equipment used to apply chemicals will be certified by the Louisiana Department of Agriculture. Contractor shall at all times maintain a full time staff member working within St. Charles Parish certified in the 8D category (Mosquito Control Supervisor) of the Louisiana Department of Agriculture. A copy of this certificate is to be submitted to the Parish on a yearly basis.

2.01 Inspection/Surveillance

(a) Mosquito Larvae

Inspectors must locate and map or otherwise record mosquito breeding sites. Resulting data will be used in subsequent larviciding and adulticiding programs.

Inspection for mosquito larvae must be conducted using standard mosquito survey techniques. Sufficient dips with a standard mosquito dipper must be made to determine the larvae density in breeding sites. Records of such inspections will show larvae density as a series of ranges expressed as 0,1-5, 5-20, and 20+ per dip. Representative samples from each breeding site must be collected and identified as to Genus; fourth instar larvae must be identified as to Genus and Species whenever practical. Resulting data will be used in determining larvicide and adulticide needs as well as in evaluation of said treatments.

(b) Mosquito Adults

Surveillance for adult mosquitoes will be conducted primarily through the use of standard mosquito light traps and landing rates. A minimum of twenty (20) such traps will be operated three (3) times each week during the mosquito breeding season. A landing rate will also be taken at each site. This schedule may be reduced or suspended during periods of low temperatures provided the Contractor gives prior notice to the Parish. Light trap collections will be identified and reported as to the number of males/females of each pest species collected per light trap per collection night.

Landing rates will be recorded as mosquitoes/minute and identified to species. In addition to the current methods of collecting mosquitoes for testing of virus activity, sentinel chicken flocks shall be utilized, along with samples of both insects and bird blood for testing during the period of April through October.

(c) Encephalitis Surveillance

Polymerase Chain Reaction (PCR) technology may be used for the detection of mosquito borne encephalitis. The Contractor shall provide all equipment, supplies, personnel, and other items necessary to conduct this program. Samples will be taken weekly and tested, at a minimum, during the period of June through September and may be expanded if conditions warrant. Samples shall be taken from areas representative of the Parish's various biohabitats.

Upon authorization by the Parish President, Contractor agrees to conduct Expanded Encephalitis Surveillance Protocol as per Exhibit E (attached). The Parish President reserves the right to cancel said approval at any time during the contract.

NOTE: The description of larval and adult inspection/surveillance techniques provided herein is not intended to exclude additional techniques, rather it is intended to represent minimal efforts required.

2.02 Chemical Control

(a) Adult Mosquito Control

Application of chemicals for adult mosquito control must be made by vehicle mounted Ultra Low Volume (ULV) sprayers, handheld sprayers and thermo foggers, and/or aircraft equipped for ULV spraying.

Vehicle mounted ULV sprayers must be equipped with a flow control system that is used in conjunction with radar ground speed sensors to adjust flow rate to vehicle speed with a minimum of three pre-programmed rates. Additionally, the Spray vehicle must be equipped with a map and tracking system to report time, location, speed and direction of the vehicle, as well as indicating when the sprayer was actively spraying and when it was not spraying.

The exact size of the acreages to be sprayed for control of adult mosquitoes must be determined by the extent and duration of the mosquito problem encountered, and the necessity to reduce their population to an acceptable level, however, a minimum of two hundred fifty thousand (250,000) acres/6,500 miles of roadway will be sprayed each calendar year. Pesticides used are limited to those approved by Federal and State authorities, and must be applied in accordance with label directions.

Aerial application of insecticides for the control of adult mosquitoes must be made on a minimum of twenty thousand (20,000) acres annually. The aircraft used must be multi-engine design, and equipped to deliver Dibrom insecticide at Ultra Low Volume rates and meet all FAA regulations for low level operations over congested areas.

(b) Larval Mosquito Control

Whenever practical, breeding sites found positive for mosquito larvae must be sprayed with pesticides approved for such use by Federal and State authorities. Application must be made using power or hand operated equipment suitable for the chemical being applied, and in a manner consistent with label recommendations. A minimum of ten million square feet (10,000,000 sq. ft.) of surface water must be sprayed each calendar year.

As in the case of adult mosquito control, the exact amount of larviciding will be determined by the mosquito problem encountered. However, minimums described above must be met unless unusually low mosquito populations prevail. Should such conditions arise, a reduction in the amount of area sprayed will be allowed only at the discretion of St. Charles Parish provided sufficient evidence is presented by the Contractor to justify said reduction, and provided that St. Charles Parish is in agreement with said evidence.

Upon authorization by the Parish President, Contractor agrees to conduct Expanded Transmission Suppression Protocol, as per Exhibit F (attached).

2.03 **Biological Control** - Natural control must be enhanced through the use of mosquito predator fish, Gambusia affinis, where appropriate. These may be used in natural and man-made water holding areas. In addition, the fish must be made available to St. Charles Parish residents upon request, at no charge. Residents may use these fish in decorative pools, and swimming pools during the Fall/Winter months.

In areas where the use of mosquito fish is not advisable, but where larviciding is practical, application of a naturally occurring bacteria, BTI, and other biological agents are encouraged to be used.

2.04 **Public Education Program** - The Contractor shall establish and conduct a Public Education Program, with special emphasis toward area schools, along with public information releases explaining the causes of mosquito breeding and what residents can do to eliminate mosquito breeding sites.

3.00 **OPERATIONS**

3.01 **Contractor To Make Examination** - The Contractor shall make his own examination, investigation and research regarding the proper method of doing the work, all conditions affecting the work to be done, the labor, equipment, sites, facilities and materials needed thereon, and the quantity of the work to be performed.

The Contractor assumes the risk of all conditions foreseen or unforeseen and agrees to continue the work without additional compensation, under whatever circumstances which may develop other than as herein provided.

3.02 **Governmental Approvals** - Before the Parish will accept any proposals on the contract, the President's Office will be provided with copies of any agreements, permits or approvals from any governmental agencies having jurisdiction over the operation of the Contractor's Business.

The Contractor shall comply with all lawful police, health, sanitary and other regulations imposed by public bodies having jurisdiction during the term of this contract.

3.03 **Holidays** - The following shall be holidays for purposes of this Contract:

New Year's Day
Mardi Gras Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

Contractor may decide to observe any or all of the above mentioned holidays by suspension of services on the holiday.

3.04 **Complaints** - All complaints shall be made directly to the Contractor and shall be given prompt and courteous attention. All complaints received must be responded to within 48 hours.

It shall be the duty of the Contractor to take whatever steps may be necessary to remedy the cause of the complaint and notify the Parish of its disposition within twenty-four (24) hours after receipt of the complaint by the Contractor. The Parish shall provide to the Contractor a list of complaints received by the Parish each day. The Contractor may obtain this list from the Parish each day either by telephone, fax and/or personal visit to the Parish.

The Contractor shall provide the Parish with a full explanation of the disposition of any complaint involving a customer's claim of damage to private property as the result of actions of Contractor's employees or agents.

3.05 **Program Equipment** - The Contractor shall provide an adequate number of vehicles for mosquito control services. All vehicles and other equipment shall be kept in good repair, clean appearance and in sanitary condition, acceptable to the Parish, at all times. Each vehicle shall have clearly visible on each side the identity and telephone number of the Contractor.

- (a) Prior to the starting date of the Contract, the Contractor shall submit to the Parish: An inventory of each truck to be used, including but not limited to type of truck, type of equipment contained thereon, and the Unit number.

The same above data should be submitted on any truck that may be used as a substitute.

In the event of equipment breakdown, it shall be repaired promptly. If the equipment can not be repaired promptly, sufficient equipment shall be obtained to properly operate.

The Contractor shall properly protect equipment and place it in the charge of competent operators at all times.

The trucks and movable equipment to be used for this contract shall be marked with numbers SC _____ that are different for each truck.

The numbers shall be shown clearly on each of the four sides of every truck. Each individual digit of the number shall be at least 3 inches high and 2 inches wide and shall be clearly readable. Each truck must be equipped with either a two-way radio or a cellular phone to ensure communications with the Company dispatcher.

Spray vehicle must be equipped with a map and tracking system to report time, location, speed and direction of the vehicle as well as indicating when the sprayer was actively spraying and when it was not spraying.

Parish monitor is to be supplied with a radio or cell phone numbers so he can be in direct contact with the spray truck drivers.

(b) Calibration

Each vehicle is to be properly calibrated and droplet size to be determined on a regular basis. Proof of calibration and droplet size is to be submitted to the monitor on a monthly basis.

Monitor shall be allowed to make unannounced inspections on vehicles. Chemical samples may be taken for analysis.

3.06 **Office** - The Contractor shall maintain an office or such other facilities through which he can be contacted by a local telephone number, by residents of all areas of the Parish. The facilities shall be equipped with sufficient telephones and shall have a responsible person in charge from 8:00 a.m. to 5:00 p.m. on Monday through Friday, excluding holidays defined herein.

If there is an excessive mosquito hatch, spray operations will be extended to weekends, if necessary.

3.07 **Point of Contact** - All dealings, contacts, etc., between the Contractor and the Parish shall be directed by the Contractor to the Parish President's designated agent and by the Parish to the Contractor's manager.

3.08 **Reporting** - Contractor shall submit the following reports:

- (a) Contractor will submit a daily adulticide trip sheet to contract monitor before 4:00 p.m. This sheet will list areas to be treated that night. At this time, contractor will also submit a daily adulticide sheet for the previous nights spraying which includes area treated, formulation and amount of chemical used, application rate, odometer readings, truck speed, truck number and date of spraying.

Contractor will also contact the Contract Monitor the following weekday morning to report areas completed the night before.

- (b) Contractor shall submit a weekly report which shall include larvicide counts, light trap counts, landing rates, and complaints.
- (c) Contractor shall submit a monthly report of activities to reflect adulticide and larvicide activities, encephalitis results, light-trap/landing rates, and complaint calls. Report must be received by the contract monitor no later than the 3rd Monday of the month.

1. Adulticide Report
List total zones or areas treated
Type and amount of chemical used including application formulation (i.e., Permanone:Oil 1:20).
Total number of acres treated.

2. Larvicide Report
List type of area treated (i.e., marsh, urban, woodland, roadside ditch)
List total acres of each type of area treated
List total miles of roadside ditches treated
Type, formulation, rate and amount of chemicals and biologicals used

3. Light-trap/Landing Rate Report
List monthly total for each light-trap
Include location, species and counts
List monthly landing rate counts. Include location, species and counts.
 4. Inspection
List by type: marsh, urban, roadside ditches, woodland
List number of sites inspected for each type site, species found at each and average dip counts
 5. Encephalitis Report
List sites mosquitoes collected from
List mosquito species collected from each site
 6. Public Education
List all schools visited and number of students contacted.
Attach a copy of all articles published, newsletters, newspaper, etc.
 7. Complaints
List all complaints received by Parish and Contractor. List zones, total complaints, results, i.e., Landing rate counts, larvae/dip and species.
List action taken.
- (d) Annual Report
Report on all of the above categories
- (e) The contractor shall submit a monthly report of the actual chemicals used, by chemical name and amount used, to the Contract Monitor. This information shall be considered confidential proprietary information and shall not be made a part of the public record.

4.00 COMPLIANCE WITH LAWS

The Contractor shall conduct operations under this Contract in compliance with all applicable laws; provided, however, that the General Specifications shall govern the obligations of the Contractor where there exists conflicting ordinances of the Parish on the subject.

5.00 EFFECTIVE DATE

This Contract shall be effective January 1, 2007.

This is a multi-year contract. The continuation of this Contract beyond the present fiscal year of the Parish of St. Charles is contingent upon the availability of funds to fulfill the requirements of the Contract. In the event this Contract is terminated because sufficient monies to provide for continuation of the Contract are not available the Parish agrees to enter into a just and reasonable termination cost agreement, with the understanding that the Contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated, except that, upon mutual agreement between the Contractor and the Parish, the Contract may be re-negotiated to provide for altered services by the Contractor, within the time of available funds.

6.00 NONDISCRIMINATION

The Contractor shall not discriminate against any person because of race, sex, age, creed, color, religion or national origin.

7.00 INDEMNITY

The Contractor will indemnify, save harmless, and exempt the Parish, its officers, agents, servants, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, penalties, fines, and attorney's fees incident to any work done in performance of this Contract arising out of a willful or negligent act or omission of the Contractor, its officers, agents, servants, and employees; or subcontractors provided, however, that the Contractor shall not be liable for any suits, actions, legal proceedings, claims, demands, costs, expenses, and attorney's fees arising out of a willful or negligent act or omission of the Parish and its officers, agents, servants and employees.

8.00 LICENSES AND TAXES

The Contractor shall obtain all licenses and permits (other than the license and permit granted by the Contract) and promptly pay all taxes required by the Parish and State.

9.00 TERM

The Contract shall be for five (5) years beginning January 1, 2007, and ending December 31, 2011. Upon written mutual agreement between the Parish and the Contractor, this Contract may be extended, by ordinance of the Parish Council, for an additional five (5) year period, conditioned upon the approval of a dedicated funding source for Mosquito Control Services.

10.00 INSURANCE

The Contractor shall at all times during the Contract maintain in full force and effect Employer's Liability, Workmen's Compensation, Public Liability and Property Damage Insurance, including contractual liability coverage for the provisions of Section 8.00. All insurance shall be by insurers and for policy limits acceptable to the Parish and before commencement of work hereunder the Contractor agrees to furnish the Parish certificates of insurance or other evidence satisfactory to the Parish to the effect that such insurance has been procured and is in force. The certificates shall contain the following express obligation:

"This is to certify that the policies of insurance described herein have been issued to the insured for whom this certificate is executed and are in force at this time. In the event of cancellation or material change in a policy affecting the certificate holder, thirty (30) days prior written notice will be given the certificate holder."

Furthermore, the Parish shall be named as an additional insured on these policies.

For the purpose of the Contract, the Contractor shall carry the following types of insurance in at least the limits specified below:

<u>Coverages</u>	<u>Limits of Liability</u>
Workmen's Compensation	Statutory
Employer's Liability	\$ 1,000,000
Bodily Injury Liability Except Automobile	\$ 1,000,000 each occurrence

Property Damage Liability Except Automobile	\$ 1,000,000 each occurrence
Automobile Bodily Injury Liability	\$ 1,000,000 each occurrence
Automobile Property Damage Liability	\$ 1,000,000 each occurrence
Excess Umbrella Liability	\$ 5,000,000 each occurrence

11.00 **BOND**

11.01 **Performance Bond**

- (a) The Contractor will be required to furnish a corporate surety bond as security for the performance of this Contract. Said surety bond must be in the amount of 50% of the annual value of the Contract.
- (b) Premium for the bond described above shall be paid by the Contractor. A certificate from the surety showing that the bond premiums are paid in full shall accompany the bond.
- (c) The surety on the bond shall be a duly authorized corporate surety company authorized to do business in the State of Louisiana with a minimum of an A- or better bond rating in accordance with A.M. Best Rating Classification.

11.02 **Power of Attorney** - Attorneys-in-fact who sign performance bonds or contract bonds must file with each one a certified and effectively dated copy of their power of attorney.

12.00 **BASIS AND METHOD OF PAYMENT**

12.01 **Rates** - For Mosquito Control Services required to be performed pursuant to this contract, the charges for the first year shall be the lump sum rates as fixed by this Contract, payable in twelve monthly installments, and any additional compensation in accordance with Section 12.02.

The annual compensation payable to the Contractor for the second and subsequent years of the term hereof shall be adjusted upward or downward to reflect changes in the cost of doing business, as measured by fluctuations in the Consumer Price Index (CPI), applicable to the New Orleans - Baton Rouge area, published by the United States Department of Labor, Bureau of Labor Statistics. Said adjustment shall be equal to the net percentage change in the CPI or five (5) percent, whichever is less.

12.02 **Additional Compensation**

- (a) The Contractor is entitled to additional compensation with prior written approval of the Parish if events occur that require increased effort and associated cost beyond the normal scope of this Contract (i.e., hurricanes, flooding, man-made catastrophes, mosquito borne disease, etc.).

The additional compensation will be determined by using the following cost criteria:

- (1) Actual cost of additional chemicals utilized, plus 15% of chemical cost, unless provided by the Parish.
- (2) Actual overtime cost not to exceed 1 1/2 times of base pay paid to contractor's employees, plus .5 times said overtime cost.

In order to determine the above cost, the Contractor will make available for inspection all accounting records and other financial information to the Parish.

Rates may also be modified when additional areas or types of services to the Parish are required to be provided over and above the scope outlined in these specifications. Those rates will be determined by negotiations between the Contractor and St. Charles Parish.

- (3) Actual cost of additional staff hired, on a limited time based, plus .5 times said cost.
- (b) The Parish may request and be provided with an audit, performed by an Independent Certified Accountant, acceptable to the Parish, of actual expenses as pertaining to this Contract to validate any request for additional compensation that in the Parish's opinion appears to be unusual; said audit to be at the expense of the Contractor. Such audits shall be furnished to the Parish prior to any additional payment made by the Parish as requested by the Contractor. The Parish must request the audit within thirty (30) days of notification of any request for additional compensation. The Parish may require or request an audit for the annual contract rate noted in the contract proposal at the Parish's expense.
 - (c) Upon authorization by the Parish President of Expanded Encephalitis Surveillance Protocol, as provided in 2.01(c), the Contractor shall be compensated a total fee of \$64,626.00 per eight month surveillance period and shall be pro-rated for any period of a lesser time. The cost shall be billed on a monthly basis, during expanded surveillance, at a rate of \$8,078.25 per month as a separate line item on the bill. The Parish President reserves the right to cancel said approval at any time during the contract.
 - (d) Upon authorization by the Parish President of Expanded Transmission Suppression as provided in Section 2.02(c), and only after completing the minimum contract requirements for each service the Contractor shall be compensated as follows:

Larviciding – Actual cost of additional chemicals utilized, plus 20 % of chemical cost, unless provided by the Parish. A report is to be provided with the billing that details the amount of larvicide applied, the locations of the application, and the date of the applications.

Truck Mounted Adult Mosquito Spraying - \$ 493.62 per truck assignment which includes all labor, chemicals, equipment, and material. A report is to be attached to any billings to the Parish that details the date and time of the truck assignment, the zone sprayed, the pesticide used, the driver's names, amount of pesticide used and the application rate and the boundaries of the areas sprayed if it is less than an entire zone.

Aerial Adult Mosquito Spraying – Contractor shall charge the Parish \$ 2.20 per acre which includes all labor, chemicals, equipment, and materials for every acre of the Parish that is sprayed by plane with approved pesticides. The aerial spraying shall be confirmed with an aerial spray record confirmation report that records the spray time and application rate of the plane along with the name of the chemical used. Additionally the plane's flight path during the spraying shall be recorded with a global positioning system and a report is to be generated from this device that details the location that the plane while the pesticide is being applied.

Additional Labor – Actual cost of additional labor utilized, plus .5 times said cost. Contractor shall not bill the Parish for the regular hours worked by any permanent or full time employees of the company. A report shall be generated and attached to any billings to the Parish for this item that details the name of the employee, the dates and times of their work on this event and the description of the duties they performed. This report will apply to any overtime hours that the additional labor works as well.

(1) Contractor must give each separate mosquito borne disease outbreak or natural disaster a separate "Event Number" which can be used by the PARISH or other government agencies to track and verify the costs associated with each separate mosquito borne disease outbreak or natural disaster. All reports and/or invoices associated with each separate mosquito borne disease outbreak or natural disaster must include this event Number.

(2) Contractor shall keep separate records for all work associated with a mosquito borne disease outbreak or natural disaster. These records shall include, but not be limited to, all labor, larviciding activity, adulticiding, aerial spraying, maintenance work, complaint resolution, clerical work, inspections, education, surveillance, testing, etc. These records shall be made available for inspection by the PARISH or its representatives and shall be used for the purpose of generating the invoices for this work.

(3) The CONTRACTOR further agrees to provide the PARISH with back-up information to support all expenditures above and beyond the normal requirements of the original contract as previously amended unless it is deemed proprietary business information in which case the contractor shall make this information available for the Parish to review at the contractors primary place of business in St. Charles Parish.

12.03 Contractor's Billings to Parish - The Contractor shall bill the Parish for services rendered within ten (10) days following the end of the month and the Parish shall pay the Contractor on or before the 20th day following the end of such month. Such billing and payment shall be based on 1/12 of the annual contract rate set forth in the Contract Documents plus any approved additional compensation. The Contractor's bill shall have attached a monthly report of all activities completed, complaints received and their disposition for the billing period.

13.00 TRANSFERABILITY OF CONTRACT

No Assignment of the Contract or any right accruing under this Contract shall be made in whole or in part by the Contractor without the express written consent of the Parish Council; in the event of any assignment, the assignee shall assume the liability of the Contractor. This assignment shall include the sale of more than 25% of the ownership of the Contractor.

14.00 BREACH OF SERVICE

As a breach of the service provided by this contract would cause serious and substantial damages to the Parish and its occupants, and the nature of this contract would render it impractical or extremely difficult to fix the actual damage sustained by the Parish by such breach, it is agreed that in case of breach of service the Parish President's office may elect to collect liquidated damages as specified below and not as a penalty, the amount set forth below, such sums being agreed as the amount which the Parish will be damaged by the breach of such service. The decision to seek such remedies shall not be construed as a waiver of any legal remedies the Parish may have as to any subsequent breach of service under this contract:

- (a) Supervisor employed without a certification - \$100.00 per day fine for every day employed.
- (b) Failure to perform duties on required holidays (i.e. surveillance work) - \$100.00 per violation.

- (c) Failure to submit reports as specified - \$100.00 per day fine, per report, for each day that report is late.
- (d) Failure to satisfactorily resolve citizens' complaints within two work days - \$100.00 per violation.

Such liquidated damages as the Parish President shall elect to collect will be deducted from the monthly payments due the Contractor.

If the Contractor fails to provide the mosquito control services required by this agreement for a period in excess of two (2) consecutive scheduled working days, other than times of civil disturbance or an Act of God beyond anyone's control, the Parish may take the following actions:

- (a) Employ such means as it may deem advisable and appropriate to continue work until such matter is resolved and the Contractor is again able to carry out his operations under this contract.
- (b) Deduct any and all operating expenses incurred by the Parish from any money then due or to become due the Contractor, collect the amount due, either from the Contractor or surety or both and also to assert a lien on all properties of the Contractor.
- (c) If the Contractor is unable, for any cause, to resume performance at the end of three (3) days, all liability of the Parish to the Contractor under this agreement shall cease and the Parish shall be free to negotiate with other Contractors for the operation of said mosquito control services and/or take the actions provided below for bankruptcy, default, or breach of contract. Such actions shall not release the Contractor herein of his liability to the Parish for such breach of agreement.
- (d) In the event the Contractor shall be adjudged bankrupt, either by voluntary or involuntary proceedings, then this contract shall immediately terminate and in no event shall this contract be, or be treated as, an asset of the Contractor after adjudication of bankruptcy. If Contractor shall be proven insolvent, or fail in business, this contract may be terminated at the option of the Parish.
- (e) All terms, conditions and specifications of the contract are considered material and failure to perform any part of the contract shall be considered a breach of contract. Should Contractor fail to perform any of his contractual obligations the Parish may at its option terminate the contract ten (10) days after written notification to the Contractor to remedy the violation within said time.
- (f) In the event of termination of the contract for breach, insolvency, default or application for bankruptcy as specified above, the Parish shall have the rights to forthwith take possession of all of the Contractor's equipment, facilities and records used in performance of this contract.
 - (i) The Parish shall have the right to retain possession of said equipment, facilities, and records until other such items can be acquired by the Parish for operation of the system or another Contractor is engaged to perform the service.
 - (ii) The Parish shall have the right at its option to purchase Contractor's equipment and facilities at the depreciated fair market value thereof.

- (iii) The Parish shall pay Contractor the reasonable rental value of such equipment and facilities during the same time that it is used by the Parish should the Parish elect not to purchase. Liability of the Parish to the Contractor during this period shall be that of bailee for hire, ordinary wear and tear specifically exempt from such liability.
- (iv) Should it become necessary for the Parish to employ an attorney to enforce the provisions of this Contract, the Contractor shall be responsible for the payment of reasonable attorney fees.

In the event that it shall become impossible or unlawful for the Contractor to continue the performance of this contract by reason of an Act of God, an act of the Legislature hereinafter passed, or by an act of the Parish Council or by reason of change in the Charter of the Parish or by reason of final order by a court of record in proceedings, not instituted by or acquiesced in by the Contractor, directly or indirectly, and not due to any act or negligence upon the Contractor, the Contractor shall not be liable for damage for consequences arising solely out of such impossibility.

15.00 HIRING PREFERENCE

Contractors are required to give preference in hiring to St. Charles Parish residents.

EXPANDED ENCEPHALITIS SURVEILLANCE PROTOCOL (EXHIBIT E)

Contractor shall provide surveillance for the mosquito borne viruses of St. Louis Encephalitis (SLE) and West Nile (WN). It is understood and agreed that no representation or warranty of any kind is made by Contractor that it can prevent Mosquitoes carrying any and/or all mosquito borne viruses or that any such virus carrying mosquitoes will be kept out of St. Charles Parish and/or that Contractor's services will eradicate such mosquitoes carrying any and/or all such viruses. However, lessons learned concerning the potential virility of an encephalitis virus compels an increase in surveillance and an acute proactive attitude. We have, therefore, taken steps above and beyond that already in place in an attempt to monitor the risk of virus transmission and prevent infections in humans. It must be recognized that, since all of these viruses enter a geographic area via infected birds, it is impossible to completely avert their arrival. Also, as noted by the Center for Disease Control (CDC), "Given the limited understanding of the ecology and epidemiology of the WN virus in the U.S., the sporadic nature of the occurrence of arboviral encephalitis, and the limitations of prevention methods, it is expected that prevention and control measures, no matter how intensive, cannot prevent all WN virus infections in humans." * Much of what is expressed by CDC regarding WN is directly applicable to SLE as indicated by their statement, "...epidemiologically, clinically, and in terms of prevention and control methods, the differences between these two viruses generally are subtle and largely academic." *

The plan submitted herein is in keeping with long standing virus-monitoring efforts and contains provisions for a multi-level approach to surveillance of suspected vectors. The plan was submitted to and acknowledged by the Louisiana Department of Health and Hospitals (DHH) as being a very thorough and effective means of surveillance for mosquito borne diseases in this area. Since SLE and WN are the two viruses likely to cause the greatest problems, particular attention will be paid to the prime vector, *Culex quinquefasciatus* (the Southern House Mosquito) and the potential vector, *Aedes albopictus* (the Asian Tiger). (The term "vector" for the purpose of this document shall reference the Southern House Mosquito and the Asian Tiger). While the Asian Tiger has been shown to be an efficient vector of WN in the laboratory, it has not been implicated in an actual transmission in nature. Nevertheless, both mosquito species will be targeted by this plan. Surveillance is divided into three major categories: Inspection, Sampling, and Efficacy Testing and will begin the first day of March and end the last day of October each year unless otherwise noted. This surveillance period represents an increase of four months over the original contract program.

Since the plan involves the testing of both blood and mosquito samples, it is necessary that the parties acknowledge that the Louisiana Department of Veterinary Diagnostic Laboratory (VDL) in Baton Rouge, Louisiana is the sole laboratory within the State of Louisiana which is able to provide analysis of these samples. Due to the limitation of service providers for the testing of the blood and mosquito samples, Contractors shall not be liable to St. Charles Parish and/or any other party as a result of:

1. Failure of the VDL to timely and/or notify and/or to give notification to Contractor of the results of any and/or all blood and/or mosquito samples sent to its laboratory for testing;
2. The negligent act(s) and/or failure(s) of the VDL to properly analyze any and/or all of the blood and/or mosquito samples as to the testing for encephalitis. It is specifically understood and agreed that Contractor shall have no obligation to verify and/or substantiate the testing procedures used by the VDL and/or to verify any of its results.

The parties acknowledge that the VDL is a state facility that provides the evaluation of the blood samples of the Sentinel Flocks and/or mosquito samples at no cost to Contractor and/or the St. Charles Parish. However, in the event that any such charge and/or fee becomes a condition for the evaluation of said samples, then in such event, any and/or all such charges and/or fees shall be borne by St. Charles Parish which shall pay such charges and/or fees directly to the VDL and/or such other processing agency.

In the event that VDL ceases to provide blood sample and/or mosquito evaluation, it shall be the responsibility of St. Charles Parish to locate another facility to provide these services. St. Charles Parish shall, also, save, protect, defend, and hold Contractor harmless for any and/or claims and/or fines and/or interests and/or payment of such charges and/or fees for blood and/or mosquito samples submitted to the VDL on behalf of St. Charles Parish by Contractor. Contractor will, however, continue to collect mosquito samples to provide quantitative data on the vector mosquito population.

Contractor shall prior to submitting any blood samples and/or mosquito samples to the VDL or any other laboratory for evaluation advise St. Charles Parish in writing of any new fee and/or charge associated with such evaluation. St. Charles Parish shall have five working days from the date of written notice of the intended fee and/or charge to advise Contractor in writing whether or not the Parish agrees to pay such additional fee and/or charges. In the event Contractor does not receive a response within the aforesaid time period from the Parish, it shall be conclusively deemed by the parties that the St. Charles Parish declines to incur such additional charges. The Parish reserves the right to identify a resource other than VDL to perform the evaluation of the blood and/or mosquito samples of WN and SLE.

I. INSPECTION

1. Southern House Mosquito Inspections:

Work will center on habitats typical of this insect including: septic roadside ditches, catch basins, and artificial containers.

- A. Septic Roadside Ditches: Septic roadside ditches will be revisited monthly or as frequently as necessary throughout the mosquito season to locate specific ditch sites that are actively breeding.
- B. Catch Basins: While open grate basins are relatively easy to inspect, raising each grate is impractical for sampling; therefore, any such basin containing water will be considered to be positive for mosquito breeding when they are located within one to five blocks of a Gravid and/or CDC trap location that indicates a critical vector mosquito level.

The area and frequency of inspection of storm water catch basins will be determined by the adult vector population as indicated by Gravid and CDC traps. Said efforts will be initiated when the adult vector population reaches the Critical Level of: 1) 50 Southern House Mosquitoes or 25 Asian Tigers collected by a Gravid Trap in a 12 to 24 hour trapping period, or 2) 100 Southern House Mosquitoes or 50 Asian Tigers collected by a CDC Trap in a 12 to 24 hour trapping period. These are the population levels considered critical by the Center for Disease Control**. (Note: The critical levels noted for Gravid Trap collections applies only when the attractant used is Hay infusion mixed with horse manure. When the attractant is a mixture of water and fish oil, the critical level doubles.)

- C. Artificial Containers: Sanitation enacted around the home and workplace by residents is the only solution to the control of container breeding mosquitoes. We shall solicit the help of residents by distributing pamphlets through local vendors, door-hangers on individual homes and other means of communication in response to a confirmed case of a mosquito borne disease in a human, sentinel flock or mosquito.

2. Asian Tiger Inspections

The natural breeding site for an Asian Tiger is a tree hole, however the species has adapted to breeding in any type of container. Experience has shown that conventional inspection methods are marginal in locating larvae, therefore, the work will center on a survey for adult Asian Tigers using Gravid Traps and Service Requests.

II. SAMPLING

1. Gravid Trap: The Gravid Trap is a sampling device designed to attract female mosquitoes that have already had a blood meal. Contractor will use seven Gravid Traps to schedule twenty-eight collections each month. Trapped specimens will be frozen, separated according to species, and forwarded to the VDL for testing.

2. CDC Trap: This Trap performs the same basic functions as does the Gravid Trap except it collects mosquitoes that are seeking a blood meal as well as those that are searching for an oviposition site. Four CDC Traps will be operated to schedule sixteen collections each month. Resulting specimens will be processed in the same manner as those collected by Gravid Traps.

3. Sentinel Flock: The use of sentinel flocks is the time-honored method of encephalitis surveillance. A total of fourteen flocks will be employed in St. Charles Parish with each flock consisting of one to three birds. Blood samples will be extracted weekly from selected flocks and tested from April through October. Depending upon the condition of the sentinel birds and the schedule of the state laboratory, specimen collections may be delayed. When a Sentinel Flock has been determined to be positive for an encephalitis virus, Contractor will suspend further sampling of that particular flock for the balance of the season.

III. EFFICACY TESTING

Efficacy testing will be performed by making pre and post spray evaluations of the free vector mosquito populations through the use of Gravid Traps. Additionally, tests will be conducted using laboratory reared or field captured adult vector mosquitoes placed in cages and subjected to acceptable testing techniques that generate a susceptibility base-line as a reference point for further testing.

* Epidemic/Epizootic West Nile Virus in the United States: Revised Guidelines for Surveillance, Prevention, and Control. Workshop Held in Charlotte, North Carolina, April 2001.

** Statement by Dr. H. Savage of CDC while making recommendations for the control of SLE in Ouachita Parish, Louisiana 2001.

EXPANDED TRANSMISSION SUPPRESSION PROTOCOL (Exhibit F)

Upon Contractor being notified by the Louisiana Department of Health and Hospitals (DHH) and/or the Louisiana Department of Veterinary Diagnostic Laboratory (VDL), and/or the Louisiana Department of Epidemiology or other responsible state agency that a person within St. Charles Parish has been diagnosed with mosquito borne encephalitis and there is likelihood that this person contracted such while within said area, or notification has been given of a mosquito sample submitted by Contractor is positive for encephalitis, or notification that a blood specimen collected by Contractor from a Sentinel Flock in the referenced area. Contractor will notify officials in Administration of the confirmation and upon authorization by the Parish President shall enact a transmission suppression plan in accordance with the protocol outlined herein.

- 1) In the absence of conflicting information, the home of the infected person, trapping site, or flock location will serve as the epicenter from which inspection, sampling, and control efforts will radiate.
- 2) Personnel will be assigned to inspect the immediate area surrounding the epicenter and to continue outward for an approximate one to five city block area depending upon the geographic location, the topography, and the surrounding conditions. The purpose of the search will be to locate vector mosquito (the Southern House Mosquito and/or the Asian Tiger) breeding sites. Once located, the larvae will be addressed by releasing Mosquito Fish, if that is feasible, or treating with biolarvicide, if that is feasible.
- 3) While the exact address of the infected person, trapping site, or sentinel flock location will not be divulged, residents in the area will be made aware that there is a heightened potential for encephalitis infection in their neighborhood and that personal protection and yard sanitation is required. This will be done by distributing informative literature within a one to five city block radius of the epicenter.
- 4) Gravid traps and/or CDC Traps will be used to sample the adult mosquito population in a one to five city block area radiating from the epicenter. The number of mosquitoes collected will serve to quantify the adult population and provide specimens to be submitted to the VDL.
- 5) During the evening hours, truck mounted sprayers will be assigned to several Spray Zones radiating from the epicenter in an effort to reduce the vector population below the critical level as noted in Exhibit A. The efficacy of this operation will be determined through the use of Gravid and/or CDC Traps. Specimens collected will be submitted to the VDL for testing. If the reduction is not accomplished after three nights of truck spraying, aerial spraying will be used to supplement the ground spraying efforts.

St. Charles Parish recognizes that it is not possible for Contractor to warrant or guaranty that by utilizing the surveillance and/or the mosquito control services delineated herein for Contractor to eradicate any and/or all mosquitoes which may come within the parish and/or which are bred within the parish and which carry one or more virus, and/or other mosquito transmitted disease which may be injurious to the health of one or more residents of St. Charles Parish and/or any persons temporarily within the parish and/or any animal in the parish. Accordingly, Contractor, and any of its employees and/or agents and/or members and/or insureds and/or contractors, shall not be responsible and/or liable to St. Charles Parish and/or any one acting through the parish for any claims, and/or damages and/or liability and/or fines and/or penalties and/or causes of action arising out of and/or relating to and/or resulting from any and/or all viruses and/or sickness and/or illness which may be caused directly and/or indirectly and/or in conjunction with any other diseases and/or virus and/or immune deficiency associated with any person which is attributable in any fashion from the results of one or more mosquito bites, whether the effect from such bites is immediate and/or results from the cumulative effect of mosquito bites obtained over time.

ADDENDUM #1
2006

**CONTRACT DOCUMENTS
AND
SPECIFICATIONS**

**MOSQUITO CONTROL PROGRAM
FOR
ST. CHARLES PARISH
LOUISIANA**

**Addendum Approved November 2, 2006
by the St. Charles Parish Council
Contract/Finance and Administrative Committee
Addendum Issued November 3, 2006**

EXHIBIT "A"

REQUEST FOR PROPOSALS - 2006

Paragraph 5 is hereby amended to read as follows:

Proposals shall be delivered to and be on file with the Parish on or before Friday, November 17, 2006, 10:00 a.m. The envelope containing the Proposal must be sealed and plainly marked "Proposal for Mosquito Control Program".

EXHIBIT "B"

INSTRUCTIONS TO CONTRACTORS - 2006

Number 1 is hereby amended in the second sentence to read as follows:

... Proposals will be received at the Office of the Parish President until 10:00 a.m., Friday, November 17, 2006, and publicly opened and read aloud in the Council Chambers of the Parish Courthouse, 15045 River Road, Hahnville, Louisiana at 10:00 a.m. on the aforesaid date ...

All other terms of the 2006 Contract Documents and Specifications shall remain as first written.

This Addendum is hereby made a part of the 2006 Proposal Package.

By: Timothy J. Vial
Timothy J. Vial
Chief Administrative Officer

Contractor hereby acknowledges receipt of the Addendum No. 1 dated November 3, 2006.

Acknowledged: Steven P. Paulson

St Charles Mosquito Control Inc.

ADDENDUM #2
2006

**CONTRACT DOCUMENTS
AND
SPECIFICATIONS**

**MOSQUITO CONTROL PROGRAM
FOR
ST. CHARLES PARISH
LOUISIANA**

**Addendum Approved November 14, 2006
by the Chairman, St. Charles Parish Council
Contract/Finance and Administrative Committee
Addendum Issued November 15, 2006**

EXHIBIT "A"

REQUEST FOR PROPOSALS - 2006

Paragraph 5 is hereby amended to read as follows:

Proposals shall be delivered to and be on file with the Parish on or before Thursday, November 30, 2006, 10:00 a.m. The envelope containing the Proposal must be sealed and plainly marked "Proposal for Mosquito Control Program".

EXHIBIT "B"

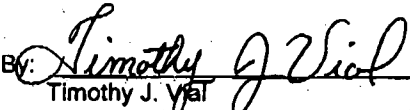
INSTRUCTIONS TO CONTRACTORS - 2006

Number 1 is hereby amended in the second sentence to read as follows:

... Proposals will be received at the Office of the Parish President until 10:00 a.m., Thursday, November 30, 2006, and publicly opened and read aloud in the Council Chambers of the Parish Courthouse, 15045 River Road, Hahnville, Louisiana at 10:00 a.m. on the aforesaid date ...

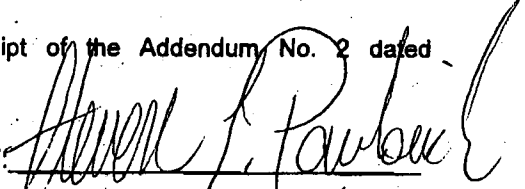
All other terms of the 2006 Contract Documents and Specifications shall remain as first written.

This Addendum is hereby made a part of the 2006 Proposal Package.

By: 
Timothy J. Yal
Chief Administrative Officer

Contractor hereby acknowledges receipt of the Addendum No. 2 dated November 15, 2006.

Acknowledged:


Assistant General Manager
Mosquito Control Inc.