

Ord.

**2017-0036**

**INTRODUCED BY:** LARRY COCHRAN, PARISH PRESIDENT  
WENDY BENEDETTO, COUNCILWOMAN-AT-LARGE, DIVISION A  
PAUL J. HOGAN, PE, COUNCILMAN-AT-LARGE, DIVISION B  
TERRELL D. WILSON, COUNCILMAN, DISTRICT I  
MARY K. CLULEE, COUNCILWOMAN, DISTRICT II  
DICK GIBBS, COUNCILMAN, DISTRICT III  
WILLIAM BILLY WOODRUFF, COUNCILMAN, DISTRICT IV  
MARILYN B. BELLOCK, COUNCILWOMAN, DISTRICT V  
TRACI A. FLETCHER, COUNCILWOMAN, DISTRICT VI  
JULIA FISHER-PERRIER, COUNCILWOMAN, DISTRICT VII

**ORDINANCE NO.** 17-2-9

An ordinance to approve and authorize the execution of a Professional Services Contract with St. Charles Mosquito Control, LLC 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,** sealed proposals for said services were received on January 23, 2017; and,

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

**WHEREAS,** contract term for these services is for five (5) years beginning on April 1, 2017 with the option to extend the contract by mutual agreement of the parties another five years.

**THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:**

**SECTION I.** That the Proposal of St. Charles Mosquito Control, LLC for Mosquito Control Services be hereby approved and accepted.

**SECTION II.** That the Parish President is hereby authorized to execute the attached contract documents on behalf of St. Charles Parish.

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

YEAS: BENEDETTO, HOGAN, WILSON, CLULEE, GIBBS, WOODRUFF,  
BELLOCK, FLETCHER, FISHER-PERRIER

NAYS: NONE

ABSENT: NONE

And the ordinance was declared adopted this 20th day of February, 2017 to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Terrell D. Wilson

SECRETARY: [Signature]

DLVD/PARISH PRESIDENT: [Signature]

APPROVED:  DISAPPROVED:

PARISH PRESIDENT: [Signature]

RETD/SECRETARY: [Signature]

AT: 11:30a RECD BY: [Signature]

EXHIBIT A

MOSQUITO CONTROL 2017  
CONTRACT AGREEMENT


THIS CONTRACT, made this 22nd day of February, 2017, by and between St. Charles Parish, 15045 River Road, P. O. Box 302, Hahnville, Louisiana, 70057, hereinafter called "PARISH" and Name St Charles Mosquito Control Address 1061 Rue La Carnes doing business as a corporation hereinafter called "CONTRACTOR". Luling, LA 70070

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


1. The CONTRACTOR will commence the Mosquito Control Program for the Parish of St. Charles on April 1, 2017.
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 Mosquito Control 2017\_Contract Agreement
  - b. Exhibit B Mosquito Control 2017\_Authority to Execute Corporate Resolution or State Certificate
  - c. Copy of Exhibit C Mosquito Control 2017\_Contractor Price Proposal
  - d. General Specifications
  - e. Exhibit D Expanded Encephalitis Surveillance Protocol
  - f. Exhibit E Expanded Transmission Suppression Protocol
  - g. Exhibit F Mosquito Control 2017\_Performance Bond and Power of Attorney
  - h. Insurance Certificate
  - i. Exhibit G Mosquito Control 2017\_Non-Collusive Affidavit
  - j. Exhibit H Mosquito Control 2017\_Notice of Intent to Award
  - k. Request for Statements of Qualifications and Cost Proposals Mosquito Control 2017 Document(RFP Package)
  - l. Copy of Contractor Submittal Package
  - m. ADDENDUM No. 1, Dated 1/11/17 Addendum No. 2, Dated \_\_\_\_\_  
ADDENDUM No. 3, Dated \_\_\_\_\_ Addendum No. 4, Dated \_\_\_\_\_  
ADDENDUM No. 5, Dated \_\_\_\_\_
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 (6 copies) each of which shall be deemed an original on the date first above written.

ATTEST

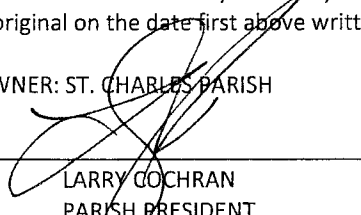
  
Name Tiffany K. Clark  
Title Council Secretary

ATTEST

  
Name Gregory G. Rittiner  
Title Member

OWNER: ST. CHARLES PARISH

BY

  
LARRY COCHRAN  
PARISH PRESIDENT

CONTRACTOR:

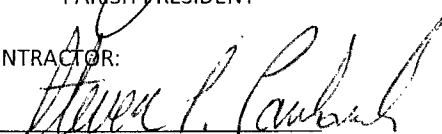
By   
Name Steven G. Pavlovich  
Title General Manager/CEO

EXHIBIT B

MOSQUITO CONTROL 2017  
AUTHORITY TO EXECUTE  
CORPORATE RESOLUTION

A meeting of the Board of Directors of St. Charles Mosquito Control, LLC a corporation organized under the laws of the State of Louisiana and domiciled in Metairie, Louisiana was held this 26 day of January, 2017 and was attended by a quorum of the members of the Board of Directors.

The following resolution was offered, duly seconded and after discussion was unanimously adopted by said quorum:

**BE IT RESOLVED**, that Steven G. Pavlovich is hereby authorized to submit proposals and execute agreements on behalf of this corporation with the Parish of St Charles.

**BE IT FURTHER RESOLVED** that said authorization and appointment shall remain in full force and effect, unless revoked by resolution of this Board of Directors and that said revocation will not take effect until St. Charles Parish, has been furnished a copy of said resolution, duly certified.

I, Gregory D. Scott, hereby certify that I am the Secretary of St. Charles Mosquito Control, LLC a corporation created under the laws of the State of Louisiana domiciled in Metairie, LA; that the foregoing is a true and exact copy of a resolution adopted by a quorum of the Board of Directors of said corporation at a meeting legally called and held on the 26 day of January, 2017, as said resolution appears of record in the Official Minutes of the Board of Directors in my possession.

This 26 day of January, 2017.



SECRETARY

**ACTION BY WRITTEN CONSENT  
OF THE SOLE MEMBER AND SOLE MANAGER  
OF  
MOSQUITO CONTROL SERVICES, LLC  
IN LIEU OF A MEETING**

**January 23, 2015**

The undersigned, being the sole manager and sole member of Mosquito Control Services, LLC, a Delaware limited liability company ("MCS LLC") and its subsidiaries, including Mosquito Control Services, L.L.C., a Louisiana limited liability company, Terrebonne Mosquito Control, LLC, a Louisiana limited liability company, Mosquito Control of Jackson County, LLC, a Louisiana limited liability company, Mosquito Control of Lafourche, LLC, a Louisiana limited liability company, Mosquito Control, L.L.C., a Louisiana limited liability company, Rittiner Group, L.L.C., a Louisiana limited liability company, Mississippi Mosquito Control, INC., a Mississippi corporation, St. Charles Mosquito Control, L.L.C., a Louisiana limited liability company, St. John Mosquito Control, L.L.C., a Louisiana limited liability company, Mosquito Control Services of Georgia, LLC, a Georgia limited liability company and Mosquito Control of Hancock Country, LLC, a Louisiana limited liability company, hereby takes the following actions and adopts the following resolutions by written consent, effective as of the date first written above:

**WHEREAS**, the sole manager now wishes to ratify, authorize and approve, and make certain that Steven Pavlovich, acting as Chief Executive Officer, has the necessary executive power to enter into certain business agreements with existing and potential customers.

**RESOLVED**, that Steven Pavlovich, in his capacity as Chief Executive Officer, has been granted the ability to execute and bind MCS LLC and its subsidiaries into customer contracts to provide mosquito control abatement and other related services.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned Manager of Mosquito Control Services, LLC has caused this Action by Written Consent to be executed by MC Services Holdings, LLC as its Sole Member and Sole Manager, acting by written consent of a majority of its Board of Managers, to be effective as of the date first written above.

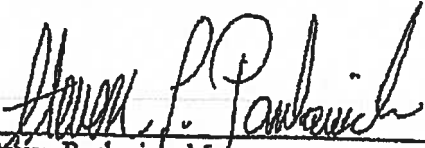
MC SERVICES HOLDINGS, LLC

By:   
\_\_\_\_\_  
Gregory Scott, Chairman

By:   
\_\_\_\_\_  
Greg Rittner, Manager

By:   
\_\_\_\_\_  
Charles Schroeder, Manager

By:   
\_\_\_\_\_  
Frank Lordi, Manager

By:   
\_\_\_\_\_  
Steven Pavlovich, Manager

**Tom Schedler**  
**Secretary of State**

**State of Louisiana**  
**Secretary of State**

**COMMERCIAL DIVISION**  
**225.925.4704**



Fax Numbers  
 225.932.5317 (Admin. Services)  
 225.932.5314 (Corporations)  
 225.932.5318 (UCC)

Name	Type	City	Status
ST. CHARLES MOSQUITO CONTROL, L.L.C.	Limited Liability Company	METAIRIE	Active

**Previous Names**

ST. CHARLES MOSQUITO CONTROL, INC. (Changed: 12/28/2012)

**Business:** ST. CHARLES MOSQUITO CONTROL, L.L.C.

**Charter Number:** 34302453K

**Registration Date:** 4/11/1988

**Domicile Address**

1000 S LABARRE RD.  
 METAIRIE, LA 70001

**Mailing Address**

1000 S LABARRE RD.  
 METAIRIE, LA 70001

**Status**

**Status:** Active

**Annual Report Status:** In Good Standing

**File Date:** 4/11/1988

**Last Report Filed:** 4/28/2016

**Type:** Limited Liability Company

**Registered Agent(s)**

<b>Agent:</b>	C T CORPORATION SYSTEM
<b>Address 1:</b>	3867 PLAZA TOWER DR.
<b>City, State, Zip:</b>	BATON ROUGE, LA 70816
<b>Appointment Date:</b>	4/28/2016

**Officer(s)**

**Additional Officers: No**

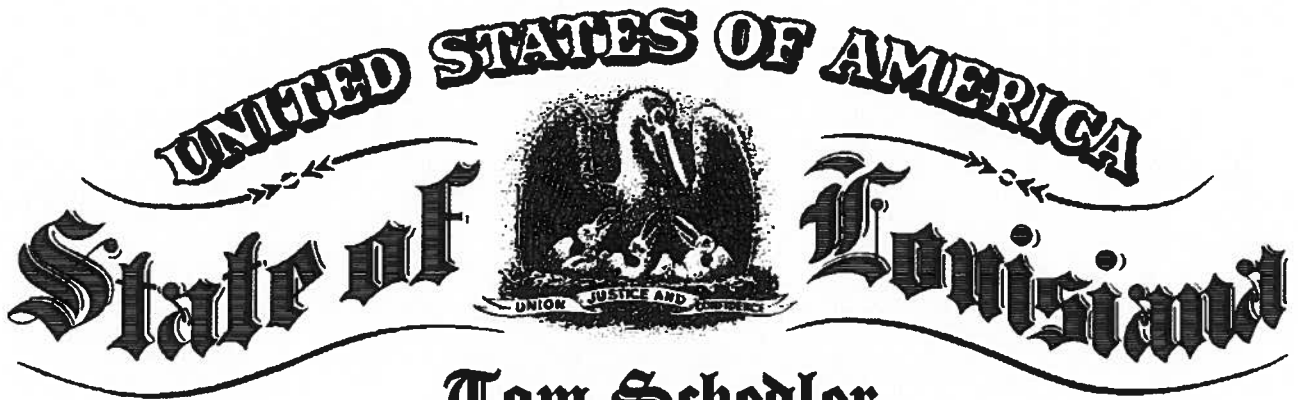
<b>Officer:</b>	GREGORY SCOTT
<b>Title:</b>	Manager
<b>Address 1:</b>	1000 S LABARRE RD.
<b>City, State, Zip:</b>	METAIRIE, LA 70001
<b>Officer:</b>	STEVEN PAVLOVICH

**Title:** Manager  
**Address 1:** 1000 S LABARRE RD.  
**City, State, Zip:** METAIRIE, LA 70001

### Amendments on File (5)

Description	Date
Domicile, Agent Change or Resign of Agent	6/3/1988
Restated Articles	3/1/2010
Conversion	12/28/2012
Name Change	12/28/2012
Restated Articles	10/31/2014

[Print](#)



**Tom Schedler**  
SECRETARY OF STATE

*As Secretary of State of the State of Louisiana, I do hereby Certify that*

**ST. CHARLES MOSQUITO CONTROL, L.L.C.**

A limited liability company domiciled in METAIRIE, LOUISIANA,

Filed charter and qualified to do business in this State on April 11, 1988,

I further certify that the records of this Office indicate the company has paid all fees due the Secretary of State, and so far as the Office of the Secretary of State is concerned, is in good standing and is authorized to do business in this State.

I further certify that this certificate is not intended to reflect the financial condition of this company since this information is not available from the records of this Office.

In testimony whereof, I have hereunto set my hand and caused the Seal of my Office to be affixed at the City of Baton Rouge on,

January 16, 2017

*Secretary of State*

Web 34302453K



Certificate ID: 10785845#83P83

To validate this certificate, visit the following web site, go to **Business Services, Search for Louisiana Business Filings, Validate a Certificate**, then follow the instructions displayed.  
[www.sos.la.gov](http://www.sos.la.gov)



EXHIBIT C

MOSQUITO CONTROL 2017  
CONTRACTOR PRICE PROPOSAL

Proposal of St. Charles Mosquito Control, LLC (A corporation duly organized under the laws of the State of Louisiana).

I the undersigned having carefully read and considered the terms and conditions of the Contract Documents for Mosquito Control 2017 for the Parish of St. Charles, do hereby offer to perform such services on behalf of the Parish, of the type and quality and conditions set forth in the Contract Documents and RFP Package at the rates (expressed in words and figures) hereinafter set forth.

**Base Price for services provided in General Specifications Sections 2.00 through 12.00 excluding 12.02 c and d: \$970,155.36**

Nine Hundred Seventy Thousand  
One Hundred Fifty-Five Dollars and .36 Cents per year

Additional Pricing required for General Specifications Section 12.02 c and d on attached page

Bidder must acknowledge all addendums issued:

Addendum #1 Date 1/11/17 Addendum \_\_\_\_\_ Date \_\_\_\_\_  
Addendum \_\_\_\_\_ Date \_\_\_\_\_ Addendum \_\_\_\_\_ Date \_\_\_\_\_  
Addendum \_\_\_\_\_ Date \_\_\_\_\_

CONTRACTOR

By: *Steven G. Pavlovich*

PRINT NAME: Steven G. Pavlovich

TITLE: General Manager/CEO

PRINCIPAL OFFICE

Address 1061 Rue La Cannes  
Luling, LA 70070

Telephone (985) 785-9757

## Additional Pricing Sections 12.02 c and d

(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)

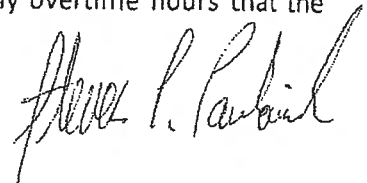
Upon authorization by the Parish President of Expanded Transmission Suppression as provided in Section 2.02(c), and only after completing the minimum contract requirements for each service the Contractor shall be compensated as follows:

**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.



**MOSQUITO CONTROL 2017  
GENERAL SPECIFICATIONS**

**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 effectiveness 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. The Vector Control Management System

or Sentinel GIS technology will be used for GPS tracking of mosquito breeding sites and data. Resulting data will be used in determining larvicide and adulticide needs as well as in evaluation and reporting 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 throughout the year. 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 and presents supporting surveillance data. 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.

(c) Encephalitis – Mosquito Borne Virus - Surveillance

Proposer must operate a laboratory capable of performing Polymerase Chain Reaction (PCR) technology or other industry acceptable testing methods used for the detection of mosquito-borne encephalitis and viruses. The Contractor shall provide all equipment, supplies, personnel, and other items necessary to conduct this program throughout the year. Samples shall be taken from areas representative of the Parish's various bio habitats.

Upon authorization by the Parish President, Contractor agrees to conduct the **Expanded Encephalitis & Zika Surveillance Protocol as per Exhibit D** in addition to basic services. 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 thermal foggers, and aircraft equipped for ULV spraying. Vehicle (both trucks and aircraft) mounted ULV sprayers' must be equipped with a flow control system

that is used in conjunction with GPS driven 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 three hundred thousand (300,000) acres 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 thirty thousand (30,000) 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 twenty million square feet (20,000,000 sq. ft.) to fifty million square feet (50,000,000 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. If the reduction is significant, SCP may request a comparable reduction in amount invoiced.

Upon authorization by the Parish President, Contractor agrees to conduct the Expanded Transmission Suppression Protocol, as per Exhibit E in addition to basic services. The Parish President reserves the right to cancel said approval at any time during the contract.

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: Contractor may decide to observe any or all of the parish 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, e-mail 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. The Vector Control Management System or Sentinel GIS System must be used to database complaints and for GPS mapping and tracking of larvicide applications.

3.05 Program Equipment - The Contractor shall provide an adequate number of spraying vehicles (including aircraft) 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 land based vehicles shall have clearly visible on each side the identity and telephone number of the Contractor.

(a) The Contractor shall submit to the Parish: An inventory of each vehicle to be used, including but not limited to type of vehicle, type of equipment contained thereon, and the Unit number.

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

In the event of equipment breakdown, it shall be repaired promptly. If the equipment cannot 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/she can be in direct contact with the supervisor.

(b) Calibration

Each vehicle is to be properly calibrated including measurement of droplet size on a regular basis. Proof of calibration and droplet size is to be submitted to the SCP Contract Monitor as part of the monthly report.

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

3.06 Office - The Contractor shall, as a minimum, maintain an office and shop facilities for mixing and application equipment. The facilities shall also be equipped with sufficient telephones and shall have a responsible person in charge from 7:30 a.m. to 4:00 p.m. on Monday through Friday, excluding holidays defined herein.

If there is an excessive mosquito hatch, spray operations will be extended into weekends and holidays, 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) Daily

Contractor will submit a daily adulticide trip sheet to the Contract Monitor's Office 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 night's spraying which includes area treated, formulation and amount of chemical used, application rate, odometer readings, truck number and date of spraying.

(b) Weekly

Contractor shall submit a weekly report which shall include larvicide and adulticide information, light trap counts, landing rates, and complaints.

(c) Monthly

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) Yearly

Report on all of the above categories 1-7.

##### (e) Monthly Chemical Amount Sprayed

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 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 April 1, 2017.

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 April 1, 2017, and ending March 31, 2022. Upon written mutual agreement between the Parish and the Contractor, this Contract may be extended, by ordinance of the Parish Council, for additional five (5) year period(s), 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. Evidence that required insurance will be provided if a contract is awarded must be included as part of Contractor's proposal. 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:

<b>Coverages</b>	<b>Limits of Liability</b>
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 – Basic Services plus the eight month amount for the Expanded Encephalitis & Zika Surveillance Protocol – over the term of the contract or renewed annually. Proof that a Performance Bond as required herein will be issued if the contract is awarded and must be submitted with the Proposal.

(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.

(d)

In lieu of a Performance Bond the successful Contractor may provide an Irrevocable Letter of Credit, in a form to be approved by the Parish Attorney, in the amount of 50% of the annual value of the contract over the entire term of the Contract or renewed annually

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 and **excludes Expanded Surveillance and Transmission Suppression Protocols Exhibits D and E:**

(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 0.3 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 on hourly rate, plus 0.3 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 & Zika Surveillance Protocol, as provided in 2.01 (c), the Contractor shall be compensated a total fee of \$ Input on Exhibit C 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 \$ Input on Exhibit C 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** – Contractor shall charge the Parish-\$ Input on Exhibit C per square foot which includes all labor, chemicals, equipment, and materials for every square foot of surface water that is larvicided. 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** - \$ Input on Exhibit C per truck assignment period 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 \$ Input on Exhibit C 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 on an hourly rate, plus Input on Exhibit C 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 days (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 Councilor 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. Contractor should provide a list of St Charles Residents currently employed with the firm.

## EXHIBIT D

### MOSQUITO CONTROL 2017 EXPANDED ENCEPHALITIS & ZIKA VIRUS PROTOCOL

Contractor shall provide surveillance for the mosquito borne viruses of St. Louis Encephalitis (SLE), West Nile (WN) and Zika Virus. 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 retroviral 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 vectors of the Zika Virus, *Aedes albopictus* (the Asian Tiger) and, *Aedes aegypti* (the Yellow Fever Mosquito). (The term "vector" for the purpose of this document shall reference the Southern House Mosquito, the Asian Tiger and the Yellow Fever Mosquito). 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, each of these 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.

Since the plan involves the testing of both blood and mosquito samples, it is necessary that the parties acknowledge that the Louisiana State University Animal Disease Diagnostic Laboratory (ADDL) 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 ADDL 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 ADDL 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 ADDL and/or to verify any of its results.

The parties acknowledge that the ADDL 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 ADDL and/or such other processing agency.

In the event that ADDL 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 ADDL 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 ADDL 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 ADDL to perform the evaluation of the blood and/or mosquito samples of WN, SLE and Zika Virus.

## **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, BG Sentinel 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/ Yellow Fever Mosquitoes collected by a Gravid Trap in a 12 to 24 hour trapping period, or 2) 100 Southern House Mosquitoes or 50 Asian Tigers/ Yellow Fever 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/ Yellow Fever Inspections:** The natural breeding site for an Asian Tiger and Yellow Fever mosquitoes 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/ Yellow Fever Mosquitoes using Ovitrap and Service Requests.

## **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 ADDL 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. **BG Sentinel Trap:** These Traps use a Human Lure and Carbon Dioxide to attract adult container breeding mosquitoes such as the Asian Tiger and Yellow Fever mosquitoes. Sentinel traps will be used as appropriate to monitor levels of container mosquitoes and provide samples for disease testing.
4. **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 May 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 bird for the balance of the season.

### **EFFICACY TESTING**

Efficacy testing will be performed by making pre and post spray evaluations of the free vector mosquito populations through the use of CDC Traps, Gravid Traps, or BG Sentinel 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.

**EXHIBIT E**  
**MOSQUITO CONTROL 2017**  
**EXPANDED TRANSMISSION SUPPRESSION PROTOCOL**

Upon Contractor being notified by the Louisiana Department of Health and Hospitals (DHH) and/or the Louisiana State University Animal Disease Diagnostic Laboratory (ADDL), 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 mosquito borne disease, 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 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, Yellow Fever 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 personal protection and yard sanitation is required. This will be done by distributing informative literature within an approximate five city block radius of the epicenter.
4. Gravid traps, CDC traps and/or BG Sentinel traps will be used to sample the adult mosquito population within a 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 ADDL.
5. During the evening hours, truck mounted sprayers will be assigned to spray Zone(s) radiating from the epicenter in an effort to reduce the vector population below the critical level as noted in Exhibit D. If the reduction is not accomplished after three nights of truck spraying, aerial spraying may 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.

**PERFORMANCE BOND  
(Annual Form)**



Bond No. 800005166

KNOW ALL MEN BY THESE PRESENTS, that we, St. Charles Mosquito Control, LLC, as Principal, and Atlantic Specialty Insurance Company, licensed to do business in the State of New York, as Surety, are held and firmly bound unto St. Charles Parish (Obligee), in the penal sum of Five Hundred Seventeen Thousand Three Hundred Ninety Dollars and 00/100 Dollars (\$517,390.00), lawful money of the United States of America, for the payment of which sum, well and truly to be made, the Principal and Surety do bind themselves, their heirs, executors, administrators, and successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the above bounden Principal has entered into a certain written Contract with the above named Obligee, effective the 1st day of April, 2017, and terminating the 31st day of March, 2018, for Mosquito Control Services in St. Charles Parish, LA and more fully described in said Contract, a copy of which is attached, which Agreement is made a part hereof and incorporated herein by reference, except that nothing said therein shall alter, enlarge, expand or otherwise modify the term of the bond as set out below.

NOW, THEREFORE, if Principal, its executors, administrators, successors and assigns shall promptly and faithfully perform the Contract, according to the terms, stipulations or conditions thereof, then this obligation shall become null and void, otherwise to remain in full force and effect. This bond is executed by the Surety and accepted by the Obligee subject to the following express condition:

Notwithstanding the provisions of the Contract, the term of this bond shall apply from the 1st day of April, 2017, until the 31st day of March, 2018, and may be extended by the Surety by Continuation Certificate. However, neither nonrenewal by the Surety, nor the failure or inability of the Principal to file a replacement bond in the event of nonrenewal, shall itself constitute a loss to the obligee recoverable under this bond or any renewal or continuation thereof. The liability of the Surety under this bond and all continuation certificates issued in connection therewith shall not be cumulative and shall in no event exceed the amount as set forth in this bond or in any additions, riders, or endorsements properly issued by the Surety as supplements thereto.

Sealed with our seals and dated this 25th day of January, 2017.

PRINCIPAL St. Charles Mosquito Control, LLC

By: [Signature]  
CEO/General Manager Title

[Signature]  
WITNESS

ATLANTIC SPECIALTY INSURANCE COMPANY  
77 Water Street, 17<sup>th</sup> Floor, New York, NY 10005

BY: [Signature]  
Lisa A. Pless, Attorney-in-Fact

[Signature]  
WITNESS Danielle Maxey

## Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Lisa A. Pless, Carl Thomas McFarland, Jr.**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **sixty million dollars (\$60,000,000)** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this eighth day of December, 2014.

STATE OF MINNESOTA  
HENNEPIN COUNTY

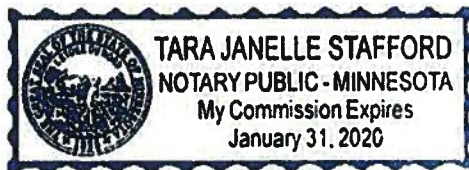


By



Paul J. Brehm, Senior Vice President

On this eighth day of December, 2014, before me personally came Paul J. Brehm, Senior Vice President of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, that he is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.



Notary Public

I, the undersigned, Assistant Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 25th day of January 2017

This Power of Attorney expires  
October 1, 2017



James G. Jordan, Assistant Secretary



**Atlantic Specialty Insurance Company**

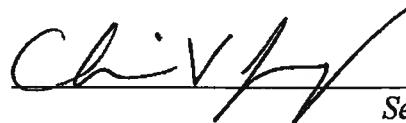
Period Ended 12/31/2015

Dollars displayed in thousands

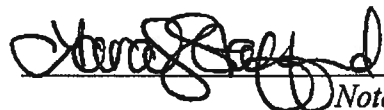
<b>Admitted Assets</b>		<b>Liabilities and Surplus</b>	
<b>Investments:</b>		<b>Liabilities</b>	
Bonds	\$ 1,312,886	Loss Reserves	\$ 762,377
Preferred Stocks	82,720	Loss Adjustment Expense Reserves	180,448
Common Stocks	423,322	<b>Total Loss &amp; LAE Reserves</b>	<b>942,825</b>
Mortgage Loans	-		
Real Estate	-	Unearned Premium Reserve	530,782
Contract Loans	-	Total Reinsurance Liabilities	49,372
Derivatives	-	Commissions, Other Expenses, and Taxes due	39,513
Cash, Cash Equivalents & Short Term Investments	85,289	Derivatives	-
Other Investments	93,192	Payable to Parent, Subs or Affiliates	9,362
<b>Total Cash &amp; Investments</b>	<b>1,997,388</b>	All Other Liabilities	<b>146,097</b>
		<b>Total Liabilities</b>	<b>1,717,861</b>
Premiums and Considerations Due	218,782		
Reinsurance Recoverable	22,177	<b>Capital and Surplus</b>	
Receivable from Parent, Subsidiary or Affiliates	-	Common Capital Stock	9,000
All Other Admitted Assets	101,949	Preferred Capital Stock	-
		Surplus Notes	-
<b>Total Admitted Assets</b>	<b>2,340,286</b>	Unassigned Surplus	80,789
		Other Including Gross Contributed	532,547
		<b>Capital &amp; Surplus</b>	<b>622,336</b>
		<b>Total Liabilities and C&amp;S</b>	<b>2,340,286</b>

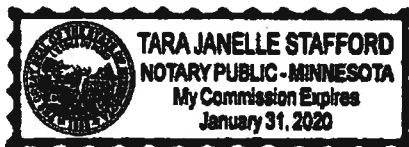
State of Minnesota  
County of Hennepin

I, Christopher Jerry, Secretary of Atlantic Specialty Insurance Company do hereby certify that the foregoing statement is a correct exhibit of the assets and liabilities of the said OneBeacon Insurance Company, on the 31<sup>st</sup> day of December, 2015, according to the best of my information, knowledge and belief.

  
Secretary

Subscribed and sworn to, before me, a Notary Public of the State of Minnesota on this 15<sup>th</sup> day of March 2016.

  
Notary Public









# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/02/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Mary Beth Rittiner Agency 152 Wall Blvd StateFarm Gretna, LA 70056 	<b>CONTACT NAME:</b> Mary Beth Rittiner <b>PHONE (A/C No. Ext):</b> 504-392-5808 <b>E-MAIL ADDRESS:</b> mary.b.rittiner.b201@statefarm.com	<b>FAX (A/C. No):</b> 504-392-6728
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Mosquito Control Services, LLC 1000 S Labarre Rd Metairie, LA 70001-5900	<b>INSURER A:</b> State Farm Mutual Insurance	
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/POP AGG \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	Y	Y	225 0014-F01-18	12/01/2016	12/01/2017	COMBINED SINGL. LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTIONS						EACH OCCURRENCE \$ AGGREGATE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A <input type="checkbox"/>						WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
Mosquito Control

**CERTIFICATE HOLDER**                      **CANCELLATION**

<b>St Charles Parish</b> <b>PO Box 302</b> <b>Hahnville, LA 70057</b>	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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SO4061

**CERTIFICATE OF LIABILITY INSURANCE**DATE (MM/DD/YYYY)  
1/25/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Commercial Lines Wells Fargo Insurance Services USA, Inc. 6100 Fairview Road Charlotte, NC 28210	<b>CONTACT NAME:</b> SOI Risk Department <b>PHONE (A/C, No, Ext):</b> 888-572-2412 <b>E-MAIL ADDRESS:</b> certs@trinet.com	<b>FAX (A/C, No):</b>
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Strategic Outsourcing, Inc. PO Box 241448 Charlotte, NC 28224 RE: Mosquito Control Services, LLC	<b>INSURER A:</b> ACE American Insurance Company	<b>NAIC #</b> 22667
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES****CERTIFICATE NUMBER:** 11355708**REVISION NUMBER:** See below


THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$	
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$	
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$	
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	RWCC48788373	10/16/2016	03/01/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000	

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

Workers' Compensation is limited to worksite employees of Mosquito Control Services, LLC through a co-employment contract with Strategic Outsourcing, Inc.  
 A 30 day notice of cancellation is endorsed to the policy for the Certificate Holder. (Except for 10 days for non-payment of premium)

**CERTIFICATE HOLDER****CANCELLATION**

St. Charles Parish PO Box 302 Mahanville, LA 70057	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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The ACORD name and logo are registered marks of ACORD © 1988-2015 ACORD CORPORATION. All rights reserved.

**Workers' Compensation and Employers' Liability Policy**

Named Insured MOSQUITO CONTROL SERVICES, LLC 1000 LABARRE RD. METAIRIE LA 70001	Endorsement Number
	Policy Number Symbol: RWC Number: C48788373
Policy Period 10-16-2016 TO 03-01-2017	Effective Date of Endorsement 10-16-2016
Issued By (Name of Insurance Company) ACE AMERICAN INSURANCE COMPANY	
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.	

**NOTICE TO OTHERS ENDORSEMENT - SPECIFIC PARTIES**

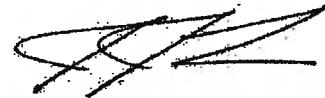
- A. If we cancel this Policy prior to its expiration date by notice to you or the first Named insured for any reason other than nonpayment of premium, we will endeavor, as set out below, to send written notice of cancellation, via such electronic or other form of notification as we determine, to the persons or organizations listed in the schedule set out below (the "Schedule"). You or your representative must provide us with both the physical and e-mail address of such persons or organizations, and we will utilize such e-mail address or physical address that you or your representative provided to us on such Schedule.
- B. We will endeavor to send or deliver such notice to the e-mail address or physical address corresponding to each person or organization indicated in the Schedule at least 30 days prior to the cancellation date applicable to the Policy.
- C. The notice referenced in this endorsement is intended only to be a courtesy notification to the person(s) or organization(s) named in the Schedule in the event of a pending cancellation of coverage. We have no legal obligation of any kind to any such person(s) or organization(s). Our failure to provide advance notification of cancellation to the person(s) or organization(s) shown in the Schedule shall impose no obligation or liability of any kind upon us, our agents or representatives, will not extend any Policy cancellation date and will not negate any cancellation of the Policy.
- D. We are not responsible for verifying any information provided to us in any Schedule, nor are we responsible for any incorrect information that you or your representative provide to us. If you or your representative does not provide us with the information necessary to complete the Schedule, we have no responsibility for taking any action under this endorsement. In addition, if neither you nor your representative provides us with e-mail and physical address information with respect to a particular person or organization, then we shall have no responsibility for taking action with regard to such person or entity under this endorsement.
- E. We may arrange with your representative to send such notice in the event of any such cancellation.
- F. You will cooperate with us in providing, or in causing your representative to provide, the e-mail address and physical address of the persons or organizations listed in the Schedule.
- G. This endorsement does not apply in the event that you cancel the Policy.

**SCHEDULE**

Name of Certificate Holder	E-Mail Address	Physical Address
ST. CHARLES PARISH		PO BOX 302, HAHNVILLE, LA 70057

All other terms and conditions of this Policy remain unchanged.

This endorsement is not applicable in the states of AZ, FL, ID, ME, NC, NJ, NM, TX and WI.



\_\_\_\_\_  
Authorized Representative

EXHIBIT G

MOSQUITO CONTROL 2017  
NON-COLLUSIVE AND NON-SOLICITATION AFFIDAVIT

STATE OF LOUISIANA

PARISH OF JEFFERSON

Steven G. Pavlovich, being first duly sworn, deposes and says that:

- (1) He is the CEO/General Manager of St. Charles Mosquito Control, LLC (Owner, Partner, Officer, Representative or, Agent) the Bidder, and that the Bidder has submitted the accompanying Proposal to the Parish of St. Charles, Louisiana, the Owner;
- (2) He is fully informed respecting the preparation and contents of the Proposal and of all pertinent circumstances respecting the Proposal;
- (3) The Proposal is genuine and is not a collusive or sham Bid;
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, have in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Bid in connection with the Contract or Work for which the attached Proposal has been submitted; or to refrain from bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement, collusion, communication, or conference with any Bidder, firm, or person to fix the price or prices in the Proposal or the Proposal of any other Bidder; or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Bidder; or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the Owner, or any person interested in the proposed Work;
- (5) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any other of its agents, representatives, owners, employees, or parties in interest, including this affidavit;
- (6) That he has employed no one person, corporation, firm, association, or other organization, either directly or indirectly, to secure the contract under which he is to receive payment, other than persons regularly employed by him whose services in connection with the contract or in securing the contract were in the regular course of their duties for him; and that no part of the contract price to be received by him was paid or will be paid to any person, corporation, firm, association, or other organization for soliciting the contract, other than the payment of their normal compensation to persons regularly employed by him whose services in connection with the contract were in the regular course of their duties for him;

Bidder St. Charles Mosquito Control, LLC  
 By Steven G. Pavlovich  
 Title CEO/General Manager

Subscribed and sworn to before me  
 this 24<sup>th</sup> day of January, 2017 at Jefferson, Louisiana

My commission expires Katherine Buchler

SEAL

**KATHERINE BUCHLER**  
 Notary Public, State of Louisiana  
 Notary ID. # 144291, Bar Roll #36401  
 MY COMMISSION IS FOR LIFE



LARRY COCHRAN  
PARISH PRESIDENT

CLAYTON FAUCHEUX  
DIRECTOR

# ST. CHARLES PARISH

## DEPARTMENT OF PUBLIC WORKS

100 RIVER OAKS DRIVE • DESTREHAN, LOUISIANA 70047

(985) 783-5102 • (985) 783-5104 • FAX (985) 725-2250

Website: [www.stcharlesparish-la.gov](http://www.stcharlesparish-la.gov)

### EXHIBIT H NOTICE OF INTENT TO AWARD

January 24, 2017

TO: ST. CHARLES MOSQUITO CONTROL, LLC  
1061 RUE LA CANNES  
LULING, LA. 70070  
Attn: Steven G. Pavlovich, General Manager/CEO

PROJECT NAME: MOSQUITO CONTROL 2017

PROJECT NO: P161201

To Whom It May Concern:

You are hereby notified that your Proposal dated January 23, 2017, for the above Project has been considered. You are the apparent Lowest Responsible Bidder and may be awarded the Contract once all the required documents have been received, reviewed, successfully voted by the St. Charles Parish Council, and executed by the St Charles Parish President.

Deliver all documents to:

Department of Public Works and Wastewater  
100 River Oaks Dr.  
Destrehan, LA. 70047  
Attn: Greg Schultz, SCP Project Manager

**Deliver the following documents by January 31, 2017**

1. Six (6) original Exhibit A Mosquito Control 2017\_Contract Agreement Form signed and attested. **Do not enter date in the first blank line**, it will be dated when the Parish President signs the contract.
2. Six (6) original Exhibit B Mosquito Control 2017\_Authority to Execute Corporate Resolution and copy of current State Certificate Forms. Your own corporate resolution form is acceptable.
3. Six (6) original Exhibit F Mosquito Control 2017\_Performance Bond Forms completed, signed, dated, and sealed. **Do not put date in blank on page 1**; it will be dated when the Parish President signs the contract. Bond amount is \$517,390 for the entire term of the contract or renewed annually.
4. Six (6) original Power of Attorney for Performance Bond.
5. Six (6) original Certificates of Insurance. Computer generated signature acceptable. The Certificate must name St Charles Parish as an additional insured on all general liability policies and the standard cancellation clause must read as follows:

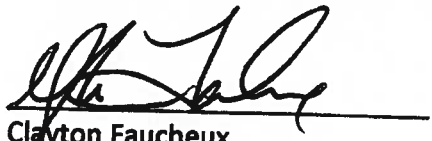
"Should any of the above described policies be canceled or changed by restricted amendment before the expiration date thereof, the issuing Company will give thirty (30) days written notice by registered mail, return receipt requested, to the below named certificate holder."

6. Six (6) original Exhibit G Mosquito Control 2017\_Non-Collusive Affidavit.

Failure to comply with these conditions within the time specified will entitle Owner to consider the bid abandoned, to annul this Notice of Award and to declare the Bid Security forfeited.

Within ninety (90) days after compliance with the above conditions, the Owner will return to the Contractor one fully signed counterpart of the Contract Documents.

If you have any questions, or if we can be of any further assistance, please do not hesitate to contact this office at 985-783-5102, Monday through Thursday 7:30am to 4:30pm.

  
Clayton Fauchaux  
Director Public Works/Wastewater

cc: *Billy Raymond, SCP CAO*  
*Rachel Whitener, Public Works Accountant*  
*Stephen Truitt, Public Works Contract Monitor*  
*Project File 161201*