



January 29, 2025

INTRODUCTION

The following is a response to Del Webb Oak Creek Homeowners Association (HOA) to provide midge abatement from February 1st, 2025, through December 31st, 2025. It is offered by Vector Disease Control International (VDCI) to provide a program of integrated pest management of midges. Vector Disease Control International is a full-service professional mosquito abatement contractor specializing exclusively in controlling mosquitoes and midges, not general pest control. The proposal is presented with the understanding that Del Webb Oak Creek Homeowners Association officials may add, delete, or otherwise alter the program to meet specific needs before drafting a final agreement.

SCOPE OF WORK

The possible services to be performed by VDCI for Del Webb Oak Creek Homeowners Association shall include INSPECTION and SURVEILLANCE to define the constantly changing problem and ADULTICIDING and LARVICIDING to combat adult and immature midges. In performing the services under this agreement, VDCI shall comply with all laws, ordinances, rules, and regulations of federal, state, regional, and local authorities regarding the use, handling, removal, storage, transportation, and disposal of pesticides, containers, and any other materials contemplated by this agreement. VDCI represents and warrants that it is competent and licensed, where necessary, to perform the services hereunder and shall perform said services in a skilled and safe manner to minimize or eliminate risks to persons conducting or affected by said services. VDCI further represents and warrants that all power equipment used to apply chemicals is and shall be maintained in a manner acceptable to the Florida Department of Agriculture and Consumer Services (FDACS).

INSPECTION & SURVEILLANCE

The purpose of inspection and surveillance in a midge control program is to define the problem in terms of type, extent, and location. Since the problem is biological, it is dynamic and requires almost constant input and analysis of data. This information-gathering effort is directed at both midge larvae and adults. Still, while the techniques and objectives employed in tracking these life forms differ considerably, VDCI has the professional and technical expertise to perform these duties.



Adult surveillance will be conducted using insect light traps within the Del Webb Oak Creek Homeowners Association. Visual observations will be made in representative locations when other surveillance and control techniques are employed. Data collected using this technique will supplement other surveillance information to determine the need and optimum spray responses for midge species.

Midges

Midges belong to the insect family Chironomidae. Although they resemble mosquitoes, they do not have biting mouthparts, and their adult and immature biology is very different. Immature larvae, known as bloodworms, are aquatic and live in tubes or cases composed of substrate.

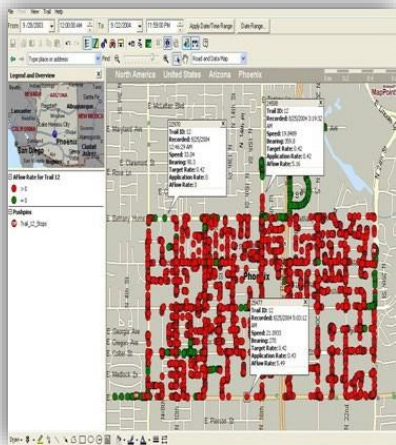
Adults usually form massive mating swarms above the ground during the Spring and Summer. These swarms limit human outdoor activity because of their propensity to be easily inhaled or fly into the ears and eyes. Moreover, adults are attracted to lights at night, and large numbers can enter homes and communities.



CHEMICAL CONTROL

1. ULV Ground Spray Operations

The primary means of applying ground-level chemicals to control adult midges will be via ultra-low volume (ULV) sprayers. Control measures directed against adult midges will focus mainly on ground and truck-based equipment. Ground



adulthood applications may be made during nighttime or evening twilight to address the specific adult midge activity period. Vehicles outfitted with heavy-duty ULV sprayers may be used. All ULV spray vehicles will be equipped with flow control systems that use ground speed sensors to adjust the chemical flow rate to the vehicle speed. Except for off-road vehicles, sprayers will be fitted with / GPS control devices linked to an onboard in-cab computer system for operation and data recording. Each spray vehicle will be equipped with a map and tracking system to report time, location, speed, and vehicle direction and indicate

when the sprayer was actively spraying and when it was not. The pesticides used will be limited to those approved by the Federal Environmental Protection Agency (EPA) and include the products under the trade name Deltaguard®. All adulticide products will be applied in accordance with label directions and will not be applied at a rate lower or higher than prescribed by the label. The pricing for authorized treatments beyond the core program will be **\$106.60 per route mile/treatment**.

ULV truck-mounted sprayers will be checked before each use for the correct chemical application rate and recalibrated if necessary. Pre- and post-product weight comparisons and onboard computer analysis will accomplish this. In addition, a droplet spectrum analysis will be performed routinely during the season to monitor the droplet sizes generated. The analysis will be conducted by an Ames DC IV unit, a computer-driven device developed by the U.S. Army to rapidly and accurately calculate droplet spectrums.



Barrier Ground Spray Operations

Barrier treatments will be conducted with an ATV and/or backpack sprayer (side-by-side) using a pyrethroid insecticide ((Talstar[®] (bifenthrin)) for residual control of adult midges. The pricing for authorized treatments beyond the core program will be **\$164.80 per mile/treatment**. The homes' front, side, and back will be treated. On the included map, treatment areas are indicated by a yellow line.

Larvicide Spray Operations

Larval treatments for midges and/or mosquitoes will be conducted and applied via ATV and/or backpack using 30-day residual products such as Altosid XRG[®] or Strike[®] (Methoprene). The pricing for authorized treatment beyond the core program will be **\$612.00 per acre**.

Lake treatment areas are indicated on the included map.



Del Webb Oak Creek Treatment Areas-Barrier



————— : Barrier Spray Areas



Del Webb Oak Creek Treatment Areas-Larvicide



— : Larvicide Areas

DESCRIPTION AND COMPENSATION FOR PROPOSED SERVICES

VDCI shall provide the services described under this agreement for an agreed upon fee based on the following options listed in this section. This amount shall be paid to VDCI in 11 monthly installments. VCI shall submit to Del Webb Oak Creek Homeowners Association a monthly statement for its services for the previous month and any adjustments. Statements shall be mailed and/or delivered to Del Webb Oak Creek Homeowners Association at the end of each month and shall be payable by Del Webb Oak Creek Homeowners Association in accordance with its docket of claims and with applicable state law. If this agreement is extended beyond the initial term, the monthly fees will be continued between VDCI and Del Webb Oak Creek Homeowners Association.

PROGRAM SPECIFICATIONS

Program Range: February 1, 2025 through December 31, 2025

<p>Monthly Price of Treatments and Surveillance:</p>	<p>*(28) ULV Applications with Deltaguard® * (8) Larvicide Applications with (Altosid XRG®) * (12) Barrier applications with (Talstar®) via Backpacks * Weekly surveillance of the area * Trap Data collections with monthly reports</p>	<p>Total treatment for February 1st, 2025, to December 31st, 2025</p>
<p>\$2,427.36</p>	<p>Total services for Contract Term</p>	<p>\$26,701.00</p>

After each application, VDCI shall submit an invoice for all services provided to Del Webb Oak Creek Homeowners Association. All amounts are due thirty days after the invoice date. Del Webb Oak Creek Homeowners Association will be liable for any returned check fees and any collection costs, including reasonable attorney fees and court costs, for any invoices not otherwise timely paid, and interest at the rate of 1% per month may be added to all unpaid invoices.

Invoices shall be payable to the following address:

Vector Disease Control International, LLC
 1320 Brookwood Dr., Ste. H
 Little Rock, AR 72202

CONTACTS:

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

Primary Contact:

Name: Caroline Efstathion, Ph.D., Regional Director
Phone: 954-854-3915
E-mail: cefstathion@vdc.net

Alternate Contact:

Name: Steve Pavlovich, Director of Field Operations
Phone: 504-366-0084
E-mail: spavlovich@vdc.net

Business Development Contact:

Name: Jay Sandridge, Business Development Director
Phone: 540-908-7747
E-mail: jsandridge@vdc.net

Customer Contact:

Name: Sandra Reynolds
Phone: 941-277-5631 x 1678
E-mail: sreynolds@accessdifference.com

VDCI shall be available for contact between 8:00 a.m. and 5:00 p.m. CST. VDCI shall be available at times specified by the Customer to perform the application services with a minimum notification of forty-eight (48) hours. Early notification is preferred when possible.

DEFAULT

If either party fails to do or to refrain from doing any obligation required by such party under this agreement, then in such event, the non-defaulting party may notify the defaulting party in writing of the alleged breach(es), giving the specifics as to the alleged breach(es) and referencing the particular provision(s) of this agreement which have allegedly been violated. The defaulting party shall have ten (10) calendar days from receipt of such notice to object to the allegations and/or advise the non-defaulting party of the time frame and steps the defaulting party agrees to undertake to cure any such default(s). So long as the defaulting party has commenced to cure all defaults within thirty (30) days from the date the defaulting party has sent its curative plan to the non-defaulting party, then the defaulting party shall be deemed to be in compliance with this agreement. Absent a force majeure, the failure of the defaulting party to completely cure the default(s) within sixty (60) days from the date of the alleged default shall constitute a breach of this agreement and reserve to the non-defaulting party the right to seek damages for the breach(es) or to demand specific performance. This default provision is subject to the termination provision of this agreement.

INSURANCE

VDCI shall maintain, during the term of this agreement, the following types of insurance within the limits specified below:

Workers Compensation	Statutory
Employer's Liability	\$1,000,000
Automobile Liability and Bodily Injury and Property Damage Combined	\$1,000,000 each occurrence
Excess Auto and Employer's Liability	\$5,000,000
Commercial General Liability	
Aggregate	\$5,000,000
Contractor's Pollution	\$5,000,000

TERM OF CONTRACT

Unless this Agreement is otherwise terminated or extended as hereinafter provided, this Agreement shall commence as of 12:01 a.m. on the 1st day of February 2025 and terminate at midnight on the 31st day of December 2025. This contract may be amended and renewed for an additional term upon mutually acceptable terms, provided that neither party shall be obligated to negotiate such a renewal.

LICENSES

VDCI shall at all times during the term of this agreement maintain all such necessary state and/or federal licenses and/or permits required for the storage and/or use and/or application of pesticides and/or other chemicals and/or substances regulated by any agency of the state and/or federal government. VDCI agrees to indemnify and hold harmless the Del Webb Oak Creek Homeowners Association for VDCI's failure to comply with any applicable state, federal or local laws, regulations or permits.

TERMINATION

This agreement may be terminated by either party hereto, with or without cause, upon sixty (60) days written notice by certified mail to the other party.

SEVERABILITY

The parties agree that in the event any provision and/or obligation of this agreement shall be declared unlawful by a final non-appealable decision of a court of competent jurisdiction, then

in such event, this agreement shall not terminate, but only that portion(s) of the agreement shall be deemed stricken.

LIMITATION OF LIABILITY

Del Webb Oak Creek Homeowners Association recognizes that it is not possible for VDCI to warrant or guarantee that, by utilizing the surveillance and/or the midge control services delineated herein, VDCI can eradicate all midges that may come within the Del Webb Oak Creek Homeowners Association, or which are bred within Del Webb Oak Creek Homeowners Association.

INDEMNIFICATION

VDCI hereby agrees to indemnify, defend and hold the Del Webb Oak Creek Homeowners Association, its officers, employees, agents, parents, affiliates, successors, and assigns harmless from and against any and all claims, costs, expenses, loss, and liabilities, including reasonable attorneys' fees and expense suffered, paid or incurred by the Del Webb Oak Creek Homeowners Association arising out of or by virtue of (i) any injury or damage to person, including death, or property resulting from the provision by VDCI, its officers, employees, agents, parents, affiliates, or contractors of services hereunder; and (ii) VDCI's failure to pay any bills, invoices, costs and other charges relating to or arising out of services hereunder. These indemnification obligations of VDCI shall survive the termination and cancellation of this agreement.

MISCELLANEOUS

Independent Contractor Status. VDCI is an independent contractor; neither VDCI nor its agents or employees are Del Webb Oak Creek Homeowners Association employees.

Law, Venue, and Jurisdiction. All the provisions of this Agreement shall be governed, construed by, and administered in accordance with the laws of the State of Florida.

Assignability. This agreement shall not be assignable by any party hereto without the prior written consent of the other parties, and any purported assignment by any party without such prior written consent shall be void. This agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, successors, and permitted assigns.

Notices. Any notice or demand which is required or necessary to be given under the terms of this Agreement shall be deemed to have been sufficiently given or served for all purposes by being delivered in person to the party to whom the notice or demand is directed or by being sent as first-class mail, postage prepaid, to the other party at the following addresses:

Vector Disease Control International, LLC
1320 Brookwood Dr., Ste. H
Little Rock, AR 7220

VDCI Customer Agreement and Authorization for 2025 with
Del Webb Oak Creek Homeowners Association

For Del Webb Oak Creek Homeowners Association

Sign name: Kimberly Morton

Title: Kimberly Morton, President for HOA

Date: 02/13/2025

For Vector Disease Control International:

Sign name: _____

Title: _____

Date: _____