

State of Alabama )

County of Baldwin )

**CONTRACT FOR PROFESSIONAL & CONSTRUCTION SERVICES**

This Contract for **Professional and Construction Services** is made and entered into by and between the County of Baldwin (hereinafter called "COUNTY") acting by and through its governing body, the Baldwin County Commission, and **Mississippi Mosquito Control, LLC**, (hereinafter referred to as "PROVIDER").

**WITNESSETH:**

**Whereas**, at its regular meeting on Tuesday, July 7, 2020, the COUNTY authorized staff to solicit bids for the Provision of an Integrated Mosquito Management Program within the Unincorporated Areas of Baldwin County; and

**Whereas**, PROVIDER presented a bid price to the COUNTY. Therefore, COUNTY wishes to retain PROVIDER, and PROVIDER wishes to provide those services hereinafter set out under the following terms and conditions.

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants herein contained the sufficiency of which being hereby acknowledged, PROVIDER and COUNTY do hereby agree as follows:

- I. Definitions. The following terms shall have the following meanings:
  - A. COUNTY: Baldwin County, Alabama
  - B. COMMISSION: Baldwin County Commission
  - C. PROVIDER: Mississippi Mosquito Control, LLC
  
- II. Obligations Generally. The COUNTY hereby retains, and the PROVIDER agrees to perform for the COUNTY, those services as hereinafter set forth. This document shall serve as the binding contract for the services of PROVIDER. PROVIDER shall immediately commence performance of the services outlined herein upon full execution of this Contract. All work shall be commenced and completed in a timely manner as, and at the times, herein set out.
  
- III. Recitals Included. The above recitals and statements are incorporated as part of this Agreement and shall have the effect and enforceability as all other provisions herein.

- IV. Professional Qualifications. For the purpose of this Contract, the PROVIDER represents and warrants to the COUNTY that it possesses the professional, technical, and administrative personnel with the specific experience and training necessary to provide the professional services required herein.
- V. No Prohibited Exclusive Franchise. The COUNTY neither perceives nor intends, by this Contract, a granting of an exclusive franchise or violation of Art. I, Section 22 of the Alabama Constitution.
- VI. Representation/Warranty of Certifications, Etc. PROVIDER represents and warrants that PROVIDER is presently certified, licensed and otherwise permitted under all necessary and applicable laws and regulations to perform the services herein, and that PROVIDER shall renew, maintain, and otherwise ensure that all such certifications, licenses, and permits are current and valid, without interruption, for and through completion of the services. The representation and warranty aforesaid is a material inducement to the COUNTY in entering this Contract, and the parties agree that the breach thereof shall be deemed material at the County's option.
- VII. Legal Compliance. PROVIDER shall at all times comply with all applicable Federal, State, local and municipal laws and regulations.
- VIII. Independent Contractor. PROVIDER acknowledges that it is an independent contractor, and PROVIDER shall at all times remain as such in performing the services under this Contract. PROVIDER is not an employee, servant, partner, or agent of the COUNTY and has no authority, whether express or implied, to contract for or bind the COUNTY in any manner. The parties agree that PROVIDER shall be solely responsible for and shall have full and unqualified control over developing and implementing its own means and methods, as it deems necessary and appropriate in providing the aforementioned services, and that the COUNTY's interests herein are expressly limited to the results of said services. PROVIDER is not entitled to unemployment insurance benefits, and PROVIDER is responsible for and obligated to pay any and all federal and state income tax on any monies paid pursuant to this Contract.
- IX. No Agency Created. It is neither the express nor the implied intent of PROVIDER or COUNTY to create an agency relationship pursuant to this Contract. Therefore, the PROVIDER does not in any manner act on behalf of COUNTY and the creation of such a relationship is prohibited and void.
- X. Unenforceable Provisions. If any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof. This Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- XI. Entire Agreement. This Contract represents the entire and integrated agreement between COUNTY and PROVIDER and supersedes all prior negotiations, representations, or agreements, either written or oral. This Contract may be amended only by written instrument signed by all parties.

XXIII. Force Majeure. The Parties hereto shall incur no liability to the other if performance becomes impossible or impracticable by reason on an event or effect that the parties could neither have anticipated nor controlled. This allowance shall include both an act of nature and acts of third parties. Any costs that would otherwise be incurred and/or necessitated by the provisions herein shall be alleviated for either party by such event or effect.

XXIV. Indemnification and Hold Harmless. To the extent allowed by law, the PROVIDER shall indemnify, defend and hold harmless the County, its Commissioners, and their agents, employees and representatives from and against any claims, damages, losses, demands payments, suits, actions, recoveries and judgements of every nature and description and expenses, including attorneys' fees and costs, arising out of, resulting from or related to the performance of the work pursuant to this Contract, provided that any such claim, damage, loss of expense: (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting there from; and (2) is caused in whole or in part by an actor omission of the PROVIDER, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

The PROVIDER shall assume all risk and bear any loss or injury to property or persons occasioned by neglect or accident during the progress of work pursuant to this Contract until the same shall have been completed and accepted. PROVIDER shall also assume all blame or loss by reason of neglect or violation of any state or federal law or municipal rule, regulation or order. The PROVIDER shall give to the proper authorities all required notices relating to the work, obtain all official permits and licenses and pay all proper fees. PROVIDER shall make good any injury that may have occurred to any structure or utility in consequence of the work.

In any and all claims against the County or its officers, agents, employees or representatives by any employee of the PROVIDER, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts of them may be liable, the indemnification obligation under the indemnity obligations shall not be limited in any way by any limitation on the amount or types of damages, compensation or benefits payable by or for the PROVIDER or any subcontractor under workmen's compensation acts, disability benefit acts or other employee benefit acts.

XXV. Number of Originals. This Contract shall be executed with three (3) originals, each of which are equally valid as an original.

XXVI. Governing Law. This Contract in all respects, including without limitation its formation, validity, construction, enforceability and available remedies, shall be governed by the laws of the State of Alabama, without regard to Alabama conflict of law principles.

XXVII. Insurance. Prior to performing services pursuant to this Contract, PROVIDER shall carry, with insurers satisfactory to County, throughout the term of hereof, Auto Liability Insurance, including owned, hired and non-owned vehicles, with limits of not less than \$1,000,000, combined single limit, for both bodily injury liability and property damage liability each occurrence, Commercial General Liability Insurance, including all contractual liability hereunder, with limits not less than \$1,000,000, combined single limit, for both bodily injury liability and property damage liability each occurrence, and

Worker's Compensation Insurance, meeting the statutory limits of the State of Alabama and Employer's Liability Insurance fully covering all employees and supervisors participating in the work at the subject property site. All liability insurance shall name the County as an additional insured. Prior to commencing operations hereunder, a Certificate of Insurance evidencing such coverage, satisfactory to County, shall be furnished to County, which shall specifically state that such insurance shall provide for at least ten (10) days' notice to County in the event of cancellation, termination or any change in such insurance policies. The worker's compensation certificate shall bear an endorsement clearly evidencing a waiver of the right of subrogation against County and County Representatives. Should PROVIDER fail to furnish current evidence upon demand of any insurance required hereunder, or in the event of cancellation, termination or change in any such insurance, County may, at its option, suspend this Contract until insurance is obtained, terminate this Contract immediately without further action, or hold PROVIDER in material default and pursue any and all remedies available.

IN WITNESS WHEREOF, the parties hereto have executed this contract on the last day of execution by the COUNTY as written below.

COUNTY

ATTEST:

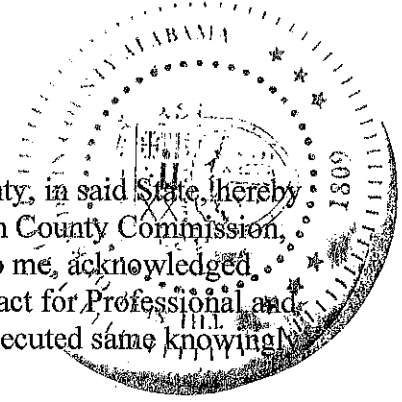
Billie Jo Underwood 10/20/20  
BILLIE JO UNDERWOOD/ Date  
Chairman

Wayne Dyess 10/20/20  
WAYNE DYESS/ Date  
County Administrator

State of Alabama)

County of Baldwin)

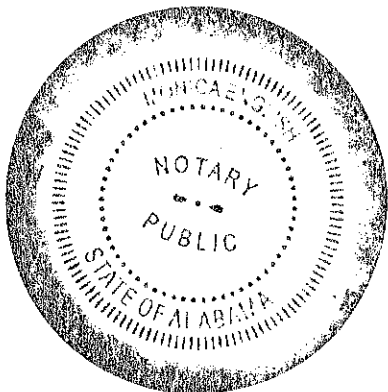
Monica English, a Notary Public in and for said County, in said State, hereby certify that, Billie Jo Underwood, whose name as Chairman of Baldwin County Commission, and Wayne Dyess, whose name as County Administrator, are known to me, acknowledged before me on this day that, being informed of the contents of the Contract for Professional and Construction Services, they, as such officers and with full authority, executed same knowingly and with full authority to do so on behalf of said Commission.



GIVEN under my hand and seal on this the 20<sup>th</sup> day of October 2020.

Monica English  
Notary Public  
My Commission Expires

My Commission Expires:  
May 5, 2024



SIGNATURE PAGE AND NOTARY PAGE TO FOLLOW

PROVIDER

*Mississippi Mosquito Control, LLC*  
By *Steven G Paulich* /Date *10/28/20*  
Its *General manager CEO*

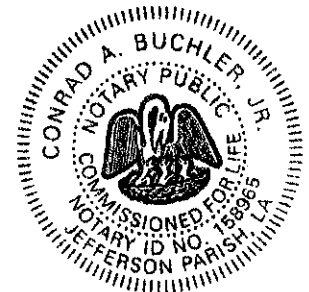
State of *Louisiana*  
(Alabama)

County of *Jefferson*

I, *Conrad A. Buchler Jr.*, Notary Public in and for said County and State, hereby certify that *Steven Paulich* as *General Manager* of Mississippi Mosquito Control, LLC, whose name is signed to the foregoing in that capacity, and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing, he executed the same voluntarily on the day the same bears date for and as an act of said Mississippi Mosquito Control, LLC.

GIVEN under my hand and seal on this the *28* day of *September*, 2020.

*Conrad Buchler Jr.*  
Notary Public  
My Commission Expires



**"ATTACHMENT A"**

**BID # WG20-43 RESPONSE FORM**

Provision of an Integrated Mosquito Management Program within the Unincorporated Areas of Baldwin County  
Page 1 of 1

Date: July 30, 2020

Out of State X or        If yes, 399 - 836  
Yes No Registration Number

Company Name: Mississippi Mosquito Control, LLC

Address: 2008 Ladnier Road  
Gautier, MS 39553

Company Rep. *Steven G. Pavlovich*  
Steven G. Pavlovich  
(Rep. Name Typed or Printed)

Position: *Manager / CEO*

Email address: steve@mosquitocs.com

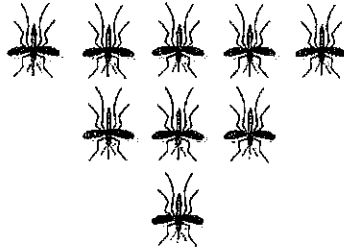
Phone: (504) 366 - 0084

Fax: (368) 368 - 2512

Financing through another agency beside yourself        or X  
Yes No

If yes, must attach a copy of the financing agreement and all conditions to this response from.

N/A  
Financing Agency Authorized Signature



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**MISSISSIPPI MOSQUITO CONTROL, LLC**

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## **Compensation for Services**

Mississippi Mosquito Control shall provide the fixed services required by the Baldwin County Bid Document and those outlined and described in this proposal for the monthly fee of \$ 15,374.00 per month during the defined services period of March through October.

2008 Ladnier Road – Gautier, MS 39553  
(228) 497-6491 – 1-800-256-1784 – Fax” (228) 497-6465  
[www.mosquitocs.com](http://www.mosquitocs.com)

## **ADDITIONAL COMPENSATION FOR SERVICES ABOVE THE NORMAL SCOPE OF THE CONTRACT**

**MMC will provide additional services with prior written approval of the County if events occur that require increased effort and associated cost beyond the normal scope of this Proposal (i.e., hurricanes, flooding, man-made catastrophes, mosquito borne disease suppression, services performed beyond the maximums outlined in this proposal.) Said costs are as outlined below:**

**Larviciding** –MMC shall charge the County \$ **.002 per square foot** of Backpack, Poly Tank and Inspector Applied larvicided surface water which includes all labor, chemicals, equipment, and materials. 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 - \$ .67 per acre/ \$ 24.36 per mile sprayed** (One Spray Truck's Assignment of Zone(s) during One Normal Application) which includes all labor, chemicals, equipment, and material. A report will be attached to any billings to the County that details the date and time of the truck assignment, the zone sprayed, acres sprayed, the pesticide used, and the boundaries of the areas sprayed if it is less than an entire zone.

**Wide Area Larviciding Applications- \$ 42.00 per acre** for treatment by Truck based A-1 Octopus Larvicide treatment of bacterial products for Zika mosquitoes (*Aedes aegypti*) and other container breeding mosquitoes which includes all labor, chemicals, equipment, and materials.

**Aerial Adult Mosquito Spraying** – MMC shall charge the County \$ **1.98 per acre** which includes all labor, chemicals, equipment, and materials for every acre of the County that is sprayed by plane with approved pesticides. The aerial spraying shall be performed in minimum incremental blocks of 1500 acres and 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 of the plane while the pesticide is being applied.

In the event any situations arise during the term of this agreement that require services other than specified herein the parties shall first reach an agreement as to the scope and cost for such services. Any agreement between the parties shall be first reduced to writing and made an amendment to this agreement before it shall become effective; provided neither party shall be obligated to negotiate and/or contract with the other as to any such request for additional services.