

6-24-14  
AGENDA ITEM 316

**MEMORANDUM**

**TO:** Judge Robert Hebert **B14-057 (2)**  
County Judge

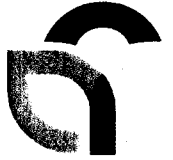
**FROM:** Debbie Kaminski  
**Assistant Purchasing Agent**

**SUBJECT:** Please sign and date the attached contract(s) approved in  
Commissioners Court on **June 24, 2014**. Thank you.

**DATE:** June 30, 2014

→ **RETURN TO:** Norma Weaver  
7-3-14 Administrative Assistant  
Purchasing Department  
301 Jackson, Suite 201  
Richmond, Texas 77469

Clarke Environmental -  
Vector Disease Control - *returned to Purchasing 7-1-14 for new contract page*



June 12, 2014

**TO:** Ms. Debbie Kaminski, CPPB  
Assistant County Purchasing Agent  
Fort Bend County – Travis Annex  
301 Jackson, Suite 201  
Richmond, TX 77469

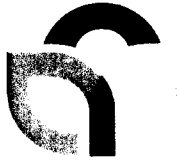
**FROM:** Clark E. Wood  
Vice President / Service Operations  
Clarke Environmental Mosquito Management, Inc.

**RE:** ***Bid 14-057 – Contingency Aerial Spraying for Mosquito Control  
for Fort Bend County – Technical Specifications Compliance***

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This memo provides the following information to demonstrate our compliance with *Bid 14-057 Technical Specifications and capability to implement a professional aerial spraying program for Fort Bend County*:

1. **Organizational Credentials & Licensing.** Clarke Environmental Mosquito Management, Inc. (Clarke) and Dynamic Aviation are authorized and certified businesses in aerial spraying with spray systems, handling systems, and qualified personnel to implement program services in full compliance with local, state, and federal regulations. It should be understood that Clarke is the prime contractor for this agreement and will be the sole point of contact with regard to contractual matters, including the performance of services. Dynamic Aviation, Inc. of Bridgewater, VA is the aerial application subcontractor for Clarke.
2. Clark E. Wood, Vice President / Service Operations, for Clarke is currently licensed by the Texas Department of Agriculture (number 0563246) with an expiration date of January 31, 2015. A copy of his Texas Department of Agriculture Commercial Applicator License is provided with this proposal, along with the Texas Department of Agriculture, SPCS Business License for Clarke Environmental Mosquito Management, Inc. Mr. Wood will be the primary point-of-contact, provide supervision, on-going communication, coordinate servicing, answer questions, and ensure performance in accordance with Fort Bend County contract terms.



Clarke and Dynamic Aviation will operate in full regulatory compliance with United States Environmental Protection Agency; Occupational Safety and Health Administration, and Federal Aviation Administration; and the State of Texas, Department of Agriculture.

The following chart lists the five (5) Dynamic Aviation pilots with aerial pest control operations experience and licensed by the Texas Department of Agriculture:

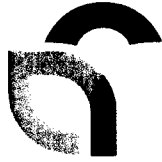
NO.	PILOT
1	John Calhoon
2	Paul Hildebrandt
3	Stephen Jaquith
4	Jacob Daniel Shenk
5	Thomas White

All of the above pilots are qualified "Pilots in Command" or Captains. Copies of Texas Department of Agriculture licenses are provided within our proposal. The pilot staff is qualified and certified in accordance with applicable Federal Aviation Regulations (FAR 137) and capable of completing scheduled flight activities. The pilots possess a current FAA commercial pilot, fixed-wing certificate with a FAR 137 endorsement, and maintain currency with FAR 137. Pilot credentials are available for review by Fort Bend County, upon request.

3. **Equipment.** Clarke and Dynamic Aviation shall furnish the Fort Bend County with FAA approved aircraft, equipped with ultra-low volume (ULV) spray systems for the dispersal of insecticides to control adult mosquitoes over populated areas. Clarke and Dynamic Aviation shall provide all labor, materials, equipment, supplies, insurance, and any other requirements to complete the terms of the contract.

- a. **Certifications / Aircraft Make and Model.** Dynamic Aviation is the aerial application partner and subcontractor for Clarke. Proof of Dynamic Aviation's aircraft ownership documents, including certificates of aircraft registration, special airworthiness certificates, and standard airworthiness certificates are provided with our proposal for the following five (5) Beechcraft King Air Model A90 (twin-turbine) aircraft:

1. N78D, N72J, N61Q, N70U, and N79W



The above listed aircraft are available to provide aerial ultra-low volume (ULV) adult mosquito control application services for Fort Bend County.

4. **Aircraft Performance.** Clarke / Dynamic operate Beechcraft King Air (65A90) aircraft in full regulatory compliance with all parts of Federal Aviation Regulations (FAR 137), including FAR 137, Subpart C, 137.51.5.ii for the operation of aircraft over congested areas:

***(5) Multiengine aircraft must be operated as follows:***

*(ii) No person may operate a multiengine airplane at a weight greater than the weight that, with the critical engine inoperative, would permit a rate of climb of at least 50 feet per minute at an altitude of at least 1,000 feet above the elevation of the highest ground or obstruction within the area to be worked or at an altitude of 5,000 feet, whichever is higher. For the purposes of this subdivision, it is assumed that the propeller of the inoperative engine is in the minimum drag position; that the wing flaps and landing gear are in the most favorable positions; and that the remaining engine or engines are operating at the maximum continuous power available.*

Clarke and Dynamic's King Air aircraft have sufficient enough power, with one engine out, to have an exemption of dumping the load (fuel / pesticide) over a congested area. Dynamic Aviation's FAA letter (Exemption No. 7827F, Regulatory Docket No. FAA-2002-12484) is provided with our proposal as correspondence proof of the FAA **exemption** for the following FAR 137, Subpart C, 137.53 [c] [2] – load jettisoning for the operation of aircraft over congested areas:

***(2) If other than a helicopter, it must be equipped with a device capable of jettisoning at least one-half of the aircraft's maximum authorized load of agricultural material within 45 seconds. If the aircraft is equipped with a device for releasing the tank or hopper as a unit, there must be a means to prevent inadvertent release by the pilot or other crewmember.***

**Therefore, Clarke and Dynamic aircraft are exempt from needing a dump valve system to jettison pesticide and fuel over the spray zone and inhabited area. This attribute provides the citizens of Fort Bend County a high level of safety and protection of the environment from non-target damage and potentially catastrophic and litigious situation.**





The above cited FAA exemption is in effect until July 31, 2014 and specifically lists the following Beechcraft King Air A90 aircraft: N78D, N72J, N61Q, N70U, and N79W. The document will be renewed prior to the expiration date.

Clarke Mosquito Control / Dynamic Aviation operate Beechcraft King Air (65A90) aircraft. The following summarizes the load capacity and productivity for the King Air:

- ✓ Aircraft tank size = two (2) 100 gallon tanks of insecticide product
- ✓ Typical acreage capacity depends upon the chemical being disbursed, dosage rate per acre, swath width, and air speed. A King Air aircraft can typically spray 20,000 acres per hour.
- ✓ The spray acreage capacity for a 120 gallon load of Dibrom Concentrate Insecticide applied at the rate of 0.75 fluid ounces per acre is 20,480 acres per load.

5. **Aircraft Maintenance.** Clarke and Dynamic Aviation operate aircraft in full regulatory compliance with FAR 137. All application aircraft are maintained in excellent mechanical condition and are current with 100-hour and annual inspections, as well as, time-life progressive maintenance schedules. All application aircraft logbooks are available for review by Fort Bend County to verify FAA compliance with inspection intervals and time-life parts and components overhaul and / or replacement requirements.

Clarke and Dynamic Aviation will perform any requested or required flight tests for the FAA to demonstrate the ability to operate aircraft over congested areas. Any operational costs for these flight tests would be the responsibility of Clarke and Dynamic Aviation.

Finally, Clarke and Dynamic Aviation will maintain an accurate and daily flight record of all aerial ULV operations. Copies of flight records will be provided to Fort Bend County, upon request.

6. **Spray System.** Clarke and Dynamic Aviation aircraft will be equipped with ultra-low volume (ULV) equipment capable of dispensing the approved product at the U.S.E.P.A. registered label rate per acre, and producing spray droplets in the labeled range to achieve optimum control of the adult mosquito population.

The spray systems on Clarke and Dynamic aircraft are approved by the FAA. FAA approval paperwork shall be available to Fort Bend County, upon



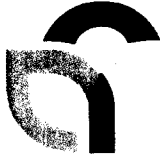
request. All aircraft are available for inspection by Fort Bend County or other designees, as requested.

Clarke and Dynamic Aviation operate Beechcraft King Air (A90) aircraft that are equipped with the Micronair® AU4000 rotary atomizer nozzle spray system. Clarke and Dynamic Aviation operate Beechcraft King Air (A90) aircraft that are equipped with two (2), polypropylene, 100 gallon insecticide tanks in each cabin. The following is a description of the Micronair® AU4000 atomizer spray system:

- ✓ Stainless valves, fittings, and lines used throughout plumbing
- ✓ Spray lines – 316 stainless spray lines
- ✓ Two (2) Micronair® AU4000 rotary atomizer nozzles, one mounted on each wing tip
  - 24-volt electrical driven
  - Equipped with 20 or 40 mesh HDPE sleeves
  - Minimum rotational speed = 10,000 RPM
- ✓ Strainer –corrosion resistant 100-mesh suction strainers are located before the pump, not in the main boom line.

The spray systems on Clarke and Dynamic Aviation aircraft are constructed with high quality materials to ensure no insecticide leaks. The Micronair® AU4000 rotary atomizer spray system on Clarke and Dynamic Aviation aircraft are constructed with high quality materials that are capable of dispensing a wide range of adult mosquito control aerial ULV products at labeled dosage rates per acre. Aircraft produce a spray swath ranging from 750 to 1000 feet. Most aerial ULV operations utilize the standard swath of 1,000 feet.

7. **Spray System Auto Flow Control and Recording.** Clarke and Dynamic Aviation aircraft are equipped with an automatic flow monitoring system that precisely monitors, measures, and records the calibrated application rate per acre, total product dispersed, and flow rates being applied based on ground speed. A printed record of this recorded data can be used to monitor and provide verification of the insecticide amounts being sprayed.
8. **Spray System Calibration and Characterization.** Clarke and Dynamic aircraft are equipped with Micronair® AU4000 ® ultra-low volume (ULV) nozzles and equipment capable of dispensing Dibrom at 0.75 fluid ounces per acre, or other approved product at the US EPA registered label rate per acre, and producing spray droplets in the labeled range to achieve optimum control of the adult mosquito population. An alternative product for future consideration is Duet™ Dual-Action Adulticide, the product utilized in the



aerial spraying of Dallas during the 2012 West Nile virus epidemic, and Kentucky flooding of the Mississippi River in 2011 and 2013.

Prior to the initial aerial ULV applications under this contract, Clarke and Dynamic Aviation shall provide documentation of the aircraft spray system characterization and calibration. As requested, Clarke and Dynamic Aviation will perform characterization and calibration on-site for Fort Bend County.

9. **Support Equipment.** A completely closed transfer system is used to load the Dibrom insecticide into the aircraft with the following construction and components:

- ✓ General construction – corrosion resistant
- ✓ 12 volt electric pump with jumper cable connections mounted to a cart for transport
- ✓ Pump – 12 volt electric reversible pump
- ✓ Hose – clear reinforced PVC leading hose

To efficiently perform the contract, a pallet jack or fork lift will be used to handle the insecticide product drums or mini-totes. All insecticide products will be stored in containment devices as a precaution against a spill and in full compliance with state and federal regulations. Other support equipment includes portable lighting, emergency shower, eye wash stations and personal protective equipment.

10. **GPS Navigation System.** Clarke and Dynamic aircraft are equipped with Differentially Corrected Global Positioning Systems for use by the Captain and First Officer pilots during spray operations. All aircraft are equipped with the AgNav<sup>®</sup> GPS navigation system for precision mosquito control application. Aircraft GPS capabilities shall include pre-flight planning, programmable swath width, in-flight, light bar parallel swath guidance, post-flight data viewing and mapping, and output records of acres treated, and pesticide product applied for each application mission. Post mission GPS maps and reports, verifying the performance of each aircraft, acres treated and amount of product applied will be supplied within 48 hours of the mission.

- a. **Meteorological Onboard Weather System.** Primary aircraft shall be equipped with the AIMMS-20 meteorological station. The AIMMS-20 system provides real time meteorological data including, wind speed, wind direction, temperature and relative humidity. The AIMMS-20 enables the aircraft to receive real-time weather data at the aerial ULV application spray altitude.



- b. **Aerial ULV Spray Guidance System.** Primary aircraft shall be equipped with the FlightMaster® aerial spray guidance system. This system links AgNav® and the AIMMS-20 for real time optimization of aerial ULV applications. This system uses real-time weather data to calculate spray cloud position and redirection of the aircraft to ensure effective control of flying adult mosquitoes within the spray block. FlightMaster® provides the unique capability of providing flight line guidance to maximize adult mosquito mortality and minimize spray deposit in an exclusion zone.

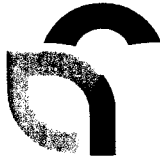
- 11. **Aircraft Communication.** Each Clarke and Dynamic Aviation aircraft will be required to communicate directly with other spraying aircraft, ground crew, and FAA air traffic control, as required. Accordingly, each Clarke / Dynamic spray aircraft will be equipped with at least two operating 720 channel VHF aircraft communication radios.

For aircraft to ground communication during spraying operations, a base radio communication system (Make ICOM, Model SL111F) will be utilized. This system will enable the pilot-in-command and first officer to be in direct radio contact at all times with the ground crew.

- a. **Real Time Position Reporting.** Clarke and Dynamic Aviation Aircraft shall be equipped with the EMS SkyConnect Mission Management System. This system enables tracking and communication of aircraft on a real-time basis through a website. This system also includes a satellite phone to permit voice communications with the crew. Fort Bend County primary contact persons shall be provided with a web login to track the aircraft at their discretion during spraying operations.

- 12. **Pilot Safety Plan and Night Vision Goggles.** Clarke and Dynamic Aviation operate in full regulatory compliance with Federal Aviation Regulations (FAR) Part 137. Both companies have operated aircraft for over 45 years. The pilot in command (PIC) is responsible for safety of the aircraft, crew, cargo, citizen safety on the ground, and spraying the authorized spray block. In addition, the PIC is responsible for locating and avoiding navigation hazards, such as, radio towers, buildings, water towers, and high voltage power lines.

Since aerial applications for adult mosquito control are performed after sunset at an approximate altitude of 300 feet above ground level, Clarke /



Dynamic equip their pilot staff with military grade night vision goggles (NVG). The use of NVG technology for aerial ULV adulticiding applications has been a standard operating procedure for Dynamic Aviation since 2004. Pilots participate in a comprehensive NVG training program and are certified prior to solo NVG use. The NVG training program includes basic training, policies, and aerial application procedures. Dynamic Captains and First Officers must demonstrate annual NVG proficiency and be signed-off by a certified NVG trainer.

13. **Regulatory Compliance: Pesticide Storage, Spill Containment, and Pesticide Handling.** For a Fort Bend County emergency response situation, Clarke will prepare a Comprehensive Work Plan and Emergency Response Plan. Clarke and Dynamic Aviation shall provide storage, spill containment systems, and methods to comply with state and federal regulations. These laws include the Federal Water Pollution Control Act (commonly referred to as the Clean Water Act [CWA]), Resource Conservation and Recovery Act (RCRA), and Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA).
14. **Regulatory Compliance: Health and Safety Plan.** Clarke Mosquito Control and Dynamic Aviation operate in full regulatory compliance with Occupational Safety and Health Standard 29 CFR 1910.120, Hazardous Waste Operations and Emergency Response.

Clark Wood, Vice President / Service Operations will serve in the role of Project Manager. In accordance with OSHA 29 CFR 1910.120, the following credentials, certifications and training documents are maintained on an annual basis:

- OSHA HazMat / HazWaste Response
- OSHA Certificate of Training – Hazard Communication
- OSHA Certificate of Training – Emergency Action Plan
- OSHA Certificate of Training -PPE – Hand Protection
- OSHA Certificate of Training – PPE – Eye and Face Protection
- OSHA Certificate of Training – Fire Extinguishers
- OSHA Certificate of Training – Lifting Techniques
- OSHA Certificate of Training – Heat Stress
- OSHA Certificate of Training – Respiratory Protection (including respiratory certificate and fit test documentation)
- OSHA Certificate of Training – Forklift
- National Safety Council – First Aid Course



- National Safety Council – Adult CPR / AED

OSHA training for Captains, First officers, and support personnel is conducted annually. Training documentation for Dynamic Aviation staff members is provided with our proposal for Fort Bend County.

15. **Security Plan.** Clarke and Dynamic Aviation have a security plan and procedures in place that include the following key components:
  - a. When unattended, aircraft are locked and propellers are disabled with chains and pad locks. Wheel chocks are positioned.
  - b. Do unauthorized non-Dynamic personnel are allowed near the aircraft. Only Dynamic pilots are allowed to operate their aircraft.
  - c. Support equipment and insecticides will be locked-up when not in use.
  - d. If the airport is unsecured, not gated, and aircraft not parked behind locked gates, equipment and insecticides stored in an unlocked facility, a security guard service will be established for the duration of the project during hours when FBO or Clarke / Dynamic personnel are not around. Security services would be at the expense of Clarke and Dynamic Aviation.
16. **Public Relations.** Clarke retains the services of The McGowan Group, a professional public relations firm, experienced in the handling of emergency response and West Nile virus outbreak situations. Fort Bend County will have access to the resources of The McGowan Group, including, the preparation of public information announcements, news releases, service and pesticide product fact sheets, call center operations assistance and training, citizen Q & A responses, and assistance with news media interviews (television, radio, press and social media). Clarke agrees that the McGowan Group shall serve in strictly a supportive role and any news releases produced on behalf of Clarke related to this agreement will not be made or issued to the media without the approval of Fort Bend County.
17. **Insurance Coverage.** Clarke has provided Fort Bend County with insurance policies in full compliance with the specified requirements. The Clarke certificate of insurance names the Fort Bend County as “additionally insured.”

TEXAS DEPARTMENT OF AGRICULTURE  
TODD STAPLES, COMMISSIONER



May 24, 2014

CLARK E WOOD  
CLARKE ENVIRON MOSQUITO MGMT  
675 SIDWELL COURT  
ST CHARLES IL 60172

TDA TPCL No. 0567546  
TDA Certified Applicator No. 0563246

Dear CLARK E WOOD,

Your COMMERCIAL CERTIFIED APPLICATOR license for CLARKE ENVIRON MOSQUITO MGMT located at 675 SIDWELL COURT, ST CHARLES IL 60174 has been issued and is enclosed. The license will expire at midnight on January 31, 2015. You are required to notify the Texas Department of Agriculture within 30 days of any change in the information you provided in the application or renewal of this license.

As a condition of renewal each certified applicator must certify to the TDA that they have completed approved continuing education courses (CEU's) that cover the applicator's categories of certification for the preceding calendar year running from January 1 to December 31. By submitting their annual renewal application each applicator is certifying that they have met the CEU requirements. Failure to do so may prevent the license from being renewed. Changing employers or moving to an inactive status does not alleviate this responsibility or add time to the CEU requirement.


The number of CEU's required for each recertification cycle is two (2) units in general training and one unit in each category in which the applicator is certified. Of the two general category units, at least one (1) must be in federal and state laws, pesticide safety, environmental protection, or integrated pest management. The other may be in any general topic.

Each certified applicator shall keep a certificate of completion for each course they attend for a period of two years, and submit such records to TDA upon request. Please do not submit copies of your certificates unless requested to do so. Applicators will not be required to obtain units for the first year in which their license is issued. Applicators who become certified in additional categories during any calendar year period will not be required to obtain CEU's in those categories for that period.


Regulation and statutory provisions governing Structural Pest Control are located in Title 4, Part 13, Chapter 7, Subchapter H, of the Texas Administrative Code and Chapter 1951 of the Texas Occupations Code. TDA's website provides links to these laws and rules. **Failure to comply with these laws and rules may result in the suspension or revocation of your certificate.**

If you have any questions regarding your license, please contact our Austin headquarters toll free at (866) 918-4481, or visit our web site at [www.tda.state.tx.us/spcs](http://www.tda.state.tx.us/spcs). For the hearing impaired, you may call Relay Texas (800) 735-2988 (voice) or (800) 735-2989 (TDD) or visit our web site.

WALLET CARD (LAMINATION ADVISED)

<b>TEXAS DEPARTMENT OF AGRICULTURE</b> <b>STRUCTURAL PEST CONTROL SERVICE</b> PO BOX 12847 AUSTIN, TX 78711		
COMMERCIAL CERTIFIED APPLICATOR		
CLARK E WOOD	TDA TPCL No. : 0567546	
CLARKE ENVIRON MOSQUITO	License No. : 0563246	
MGMT	SPCB TPCL : 13105	
675 SIDWELL COURT	Expires : 01/31/2015	
ST CHARLES IL 60174	Categories:	
	P	

THIS IS YOUR LICENSE. CAREFULLY TRIM AWAY EXCESS MARGINS AND DISPLAY AT BUSINESS LOCATION AT ALL TIMES.

<b>TEXAS DEPARTMENT OF AGRICULTURE</b> <b>STRUCTURAL PEST CONTROL SERVICE</b> TODD STAPLES, COMMISSIONER P. O. BOX 12847 AUSTIN, TX 78711-2847 (877) 542-2474		
For the hearing impaired: (800) 735-2989 TDD (800) 735-2988 VOICE <a href="http://www.tda.state.tx.us/spcs">www.tda.state.tx.us/spcs</a>		
COMMERCIAL CERTIFIED APPLICATOR This is to certify that the person whose name appears below has met the requirements of Texas Administrative Code, title 4, Part 13, Chapter 7, Subchapter H and Chapter 1951 of the Texas Occupations Code.		
CLARK E WOOD	TDA TPCL No. : 0567546	
CLARKE ENVIRON MOSQUITO MGMT	License No. : 0563246	
675 SIDWELL COURT	SPCB TPCL : 13105	
ST CHARLES IL 60174	Expires : 01/31/2015	
	Categories:	
	P	





TEXAS DEPARTMENT OF AGRICULTURE  
TODD STAPLES, COMMISSIONER

8

[HTTP://WWW.TDA.STATE.TX.US](http://www.tda.state.tx.us)

May 24, 2014

JOHN L CLARKE III  
CLARKE ENVIRON MOSQUITO MGMT  
675 SIDWELL COURT  
ST CHARLES IL 60172

TDA TPCL No: 0567546

Dear JOHN L CLARKE III,

We are pleased to inform you that your SPCS Business license has been issued and is enclosed. Please review the information printed above and on your license carefully. According to regulations, you are required to notify the Texas Department of Agriculture (TDA) within 30 days after any change in the information you provided in the application or renewal of this license.

Title 4, Part 1, Chapter 7, Subchapter H, Division 3, Section 7.141(a) of the Texas Administrative Code states, "All structural pest control licenses must be displayed in a conspicuous place at the business of the license holder. In the case of a nonresident license holder, the license must be displayed in a conspicuous place at the residence or at the place of business of the license holder's resident agent. All structural pest control licenses must be presented for visual inspection to a customer or to Board, Texas Department of Agriculture, or Department of State Health Services staff upon request."

Regulation and statutory provisions governing Structural Pest Control are located in Title 4, Part 13, Chapter 7, Subchapter H, of the Texas Administrative Code and Chapter 1951 of the Texas Occupations Code. TDA's website provides links to these laws and rules. **Failure to comply with these laws and rules may result in disciplinary action up to and including the suspension or revocation of your license.**

If you have any questions regarding your license, please contact our Austin headquarters toll free at 1-877-LIC-AGRIC (1-877-542-2474), call us directly at (512) 463-7622, or visit our web site at [www.agr.state.tx.us](http://www.agr.state.tx.us). For the hearing impaired, you may call Relay Texas 1-800-735-2988 (voice) or 1-800-735-2989 (TDD) or visit our web site.

↓ THIS IS YOUR LICENSE. CAREFULLY TRIM AWAY EXCESS MARGINS AND DISPLAY AT ALL TIMES 9



**TEXAS DEPARTMENT OF AGRICULTURE**  
TODD STAPLES, COMMISSIONER  
P. O. BOX 12847 AUSTIN, TX 78711-2847  
1-877-542-2474

For the hearing impaired: (1-800-735-2989)  
TDD (1-800-735-2988) VOICE

[www.tda.state.tx.us](http://www.tda.state.tx.us)

## **SPCS BUSINESS LICENSE**

This is to certify that the business listed below has met the licensing requirements of Texas Occupations Code, Chapter 1951 and is authorized to engage in the business of Structural Pest Control.

CLARKE ENVIRON MOSQUITO MGMT

675 SIDWELL COURT  
ST CHARLES IL 60174

TDA TPCL No. : 0567546

SPCB TPCL : 13105

Issue Date : 01/31/2014

Expiration Date : 01/31/2015

**TEXAS DEPARTMENT OF AGRICULTURE**

P.O. Box 12847 Austin, TX  
**COMMERCIAL PESTICIDE APPLICATOR  
LICENSE**



TDA Client No: 00519803      Effective Date: 08/13/2013  
License No. 0677722      Date Expires: 08/31/2014  
JOHN CALHOON  
PO BOX 7  
BRIDGEWATER VA 22812

Categories: 12A,9

**TDA Categories:**

- |  |  |
|--|--|
| 1. Agricultural Pest Control                     | 3. Ornamental Plant and Turf Control     |
| A. Field Crop Pest Control                       | A. Plant Pest & Weed Control             |
| B. Fruit, Nut and Vegetable Pest Control         | B. Greenhouse Pest Control               |
| C. Weed & Brush Control in pasture and rangeland | 4. Seed Treatments                       |
| D. Predatory Animal Control                      | 5. Right-of-way Pest Control             |
| E. Farm Storage Pest Control and Fumigation      | 6. Aquatic Pest Control                  |
| F. Animal Pest Control                           | A. Aquatic Plant and Animal Pest Control |
| G. Citrus Pest Control                           | B. Anti-fouling Paint                    |
| H. Livestock Protection Collar                   | 7. Demonstration and Research            |
| I. M-44  | 8. Regulatory Pest Control               |
| 2. Forest Pest Control                           | 9. Aerial Application                    |
|  | 10. Chemigation                          |

**TEXAS DEPARTMENT OF AGRICULTURE**

P.O. Box 12847 Austin, TX  
**COMMERCIAL PESTICIDE APPLICATOR  
LICENSE**



TDA Client No: 00456094      Effective Date: 08/13/2013  
License No. 0677718      Date Expires: 08/31/2014  
PAUL HILDEBRANDT  
1402 AIRPORT RD  
BRIDGEWATER VA 22812

Categories: 12A,9

**TDA Categories:**

- |  |  |
|--|--|
| 1. Agricultural Pest Control                     | 3. Ornamental Plant and Turf Control     |
| A. Field Crop Pest Control                       | A. Plant Pest & Weed Control             |
| B. Fruit, Nut and Vegetable Pest Control         | B. Greenhouse Pest Control               |
| C. Weed & Brush Control in pasture and rangeland | 4. Seed Treatments                       |
| D. Predatory Animal Control                      | 5. Right-of-way Pest Control             |
| E. Farm Storage Pest Control and Fumigation      | 6. Aquatic Pest Control                  |
| F. Animal Pest Control                           | A. Aquatic Plant and Animal Pest Control |
| G. Citrus Pest Control                           | B. Anti-fouling Paint                    |
| H. Livestock Protection Collar                   | 7. Demonstration and Research            |
| I. M-44  | 8. Regulatory Pest Control               |
| 2. Forest Pest Control                           | 9. Aerial Application                    |
|  | 10. Chemigation                          |

**TEXAS DEPARTMENT OF AGRICULTURE**

P.O. Box 12847 Austin, TX  
**COMMERCIAL PESTICIDE APPLICATOR  
LICENSE**



TDA Client No: 00489277      Effective Date: 08/31/2013  
License No. 0640548      Date Expires: 08/31/2014  
STEPHEN JAQUITH  
1402 AIRPORT RD  
BRIDGEWATER VA 22812

Categories: 12A,9

**TDA Categories:**

- |  |  |
|--|--|
| 1. Agricultural Pest Control                     | 3. Ornamental Plant and Turf Control     |
| A. Field Crop Pest Control                       | A. Plant Pest & Weed Control             |
| B. Fruit, Nut and Vegetable Pest Control         | B. Greenhouse Pest Control               |
| C. Weed & Brush Control in pasture and rangeland | 4. Seed Treatments                       |
| D. Predatory Animal Control                      | 5. Right-of-way Pest Control             |
| E. Farm Storage Pest Control and Fumigation      | 6. Aquatic Pest Control                  |
| F. Animal Pest Control                           | A. Aquatic Plant and Animal Pest Control |
| G. Citrus Pest Control                           | B. Anti-fouling Paint                    |
| H. Livestock Protection Collar                   | 7. Demonstration and Research            |
| I. M-44  | 8. Regulatory Pest Control               |
| 2. Forest Pest Control                           | 9. Aerial Application                    |
|  | 10. Chemigation                          |

**TEXAS DEPARTMENT OF AGRICULTURE**  
P.O. Box 12847 Austin, TX  
**COMMERCIAL PESTICIDE APPLICATOR**  
**LICENSE**



TDA Client No: 00456095

Effective Date: 08/13/2013

License No. 0677720

Date Expires: 08/31/2014

**WILLIAM ROSS**  
1402 AIRPORT RD  
BRIDGEWATER VA 22812

Categories: 12A,9

**TDA Categories:**

1. Agricultural Pest Control
  - A. Field Crop Pest Control
  - B. Fruit, Nut and Vegetable Pest Control
  - C. Weed & Brush Control in pasture and rangeland
  - D. Predatory Animal Control
  - E. Farm Storage Pest Control and Fumigation
  - F. Animal Pest Control
  - G. Citrus Pest Control
  - H. Livestock Protection Collar
  - I. M-44
2. Forest Pest Control
3. Ornamental Plant and Turf Control
  - A. Plant Pest & Weed Control
  - B. Greenhouse Pest Control
4. Seed Treatments
5. Right-of-way Pest Control
6. Aquatic Pest Control
  - A. Aquatic Plant and Animal Pest Control
  - B. Anti-fouling Paint
7. Demonstration and Research
8. Regulatory Pest Control
9. Aerial Application
10. Chemigation

**TEXAS DEPARTMENT OF AGRICULTURE**  
P.O. Box 12847 Austin, TX  
**COMMERCIAL PESTICIDE APPLICATOR**  
**LICENSE**



TDA Client No: 00421896

Effective Date: 08/13/2013

License No. 0677717

Date Expires: 08/31/2014

**JACOB SHENK**  
PO BOX 7  
BRIDGEWATER VA 22812

Categories: 12A,9

**TDA Categories:**

1. Agricultural Pest Control
  - A. Field Crop Pest Control
  - B. Fruit, Nut and Vegetable Pest Control
  - C. Weed & Brush Control in pasture and rangeland
  - D. Predatory Animal Control
  - E. Farm Storage Pest Control and Fumigation
  - F. Animal Pest Control
  - G. Citrus Pest Control
  - H. Livestock Protection Collar
  - I. M-44
2. Forest Pest Control
3. Ornamental Plant and Turf Control
  - A. Plant Pest & Weed Control
  - B. Greenhouse Pest Control
4. Seed Treatments
5. Right-of-way Pest Control
6. Aquatic Pest Control
  - A. Aquatic Plant and Animal Pest Control
  - B. Anti-fouling Paint
7. Demonstration and Research
8. Regulatory Pest Control
9. Aerial Application
10. Chemigation

**TEXAS DEPARTMENT OF AGRICULTURE**  
P.O. Box 12847 Austin, TX  
**COMMERCIAL PESTICIDE APPLICATOR**  
**LICENSE**



TDA Client No: 00456097

Effective Date: 08/31/2013

License No. 0640549

Date Expires: 08/31/2014

**THOMAS WHITE IV**  
1402 AIRPORT RD  
BRIDGEWATER VA 22812

Categories: 12A,9

**TDA Categories:**

1. Agricultural Pest Control
  - A. Field Crop Pest Control
  - B. Fruit, Nut and Vegetable Pest Control
  - C. Weed & Brush Control in pasture and rangeland
  - D. Predatory Animal Control
  - E. Farm Storage Pest Control and Fumigation
  - F. Animal Pest Control
  - G. Citrus Pest Control
  - H. Livestock Protection Collar
  - I. M-44
2. Forest Pest Control
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  - A. Plant Pest & Weed Control
  - B. Greenhouse Pest Control
4. Seed Treatments
5. Right-of-way Pest Control
6. Aquatic Pest Control
  - A. Aquatic Plant and Animal Pest Control
  - B. Anti-fouling Paint
7. Demonstration and Research
8. Regulatory Pest Control
9. Aerial Application
10. Chemigation

FOR EVALUATION ONLY

FAA FORM 8100-2 (1983) SEE REVERSE SIDE

DEPARTMENT OF TRANSPORTATION  
STANDARD AIRWORTHINESS CERTIFICATE

1. NATIONALITY AND REGISTRATION MARKS	2. MANUFACTURER AND MODEL	3. CATEGORY
N79W	BEECH 85-A98-1 (U-21A)	NORMAL

4. AUTHORITY AND BASIS FOR ISSUANCE  
This airworthiness certificate is issued pursuant to the Federal Aviation Act of 1958 and the Federal Aviation Regulations, 14 CFR Part 21, which require that an aircraft to which this certificate is issued be shown to conform to the type certificate, to be in condition for safe operation, and to be maintained in accordance with the requirements of the applicable airworthiness directives and other conditions made applicable by the Administrator. The aircraft is shown to conform to the type certificate, to be in condition for safe operation, and to be maintained in accordance with the requirements of the applicable airworthiness directives and other conditions made applicable by the Administrator.

5. TERMS AND CONDITIONS	6. DATE OF ISSUANCE	7. FAA REPRESENTATIVE	8. DESIGNATION NUMBER
Unless sooner surrendered, suspended, revoked, or a suspension due is otherwise established by the Administrator, this airworthiness certificate is valid as long as the requirements, prescriptive requirements, and other conditions made applicable by the Administrator are complied with. This certificate is issued in accordance with Part 21, § 21.301 of the Federal Aviation Regulations, as appropriate, and the aircraft is shown to conform to the type certificate, to be in condition for safe operation, and to be maintained in accordance with the requirements of the applicable airworthiness directives and other conditions made applicable by the Administrator.	2008.1.15	John P. [Signature]	DAK2E13DICE

FOR EVALUATION PURPOSES ONLY

REGISTRATION NOT TRANSFERABLE

DEPARTMENT OF TRANSPORTATION - FEDERAL AVIATION ADMINISTRATION CERTIFICATE OF AIRCRAFT REGISTRATION AIRCRAFT SERIAL NO.		UNITED STATES OF AMERICA NATIONALITY AND REGISTRATION MARKS N 79W	
MANUFACTURER AND MANUFACTURER'S DESIGNATION OF AIRCRAFT BEECH 65-A90-1 ICAO Aircraft Address Code 52533640		AIRCRAFT SERIAL NO. LN-77	
K & K AIRCRAFT INC PO BOX 7 BRIDGEWATER VA 22812-0007		This certificate is issued for registra- tion purposes only and is not a certi- ficate of title. The Federal Avia- tion Administration does not determine rights of ownership as between private persons.	
CORPORATION It is certified that the above described aircraft has been entered on the register of the Federal Aviation Administration, United States of America, in accordance with the Convention on International Civil Aviation dated December 7, 1944, and with Title 49, United States Code, and regulations issued hereunder.		U.S. Department of Transportation Federal Aviation Administration	
DATE OF ISSUE May 05, 2008		ACTING ADMINISTRATOR	

AC Form 8050-3 (5/2008) Supersedes previous editions

U.S. Department  
of Transportation

Federal Aviation  
Administration

Civil Aviation  
P.O. Box 25504  
Oklahoma City, OK 73125

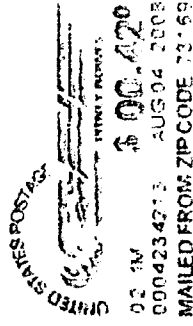
Official Business  
Penalty for Private Use \$300

APR 05 2008 5:00 PM  
0004234213 AUG 04 2008  
MAILED FROM ZIP CODE 79168

K & K AIRCRAFT INC

PO BOX 7

BRIDGEWATER VA 22812-0007





UNITED STATES OF AMERICA DEPARTMENT OF TRANSPORTATION - FEDERAL AVIATION ADMINISTRATION <b>SPECIAL AIRCRAFT PILOT'S CERTIFICATE</b>	
<b>A</b>	CATEGORY/DESIGNATION Restricted
<b>B</b>	PURPOSE Private Pilot (P) Agriculture
<b>C</b>	MANUFACTURER N/A
<b>D</b>	NAME N/A
<b>E</b>	ADDRESS N/A
	FROM N/A - See Aircraft Operating Limitations
	TO N/A - See Aircraft Operating Limitations
	N- 70U
	BUILDER Beechcraft
	DATE OF ISSUANCE Mar.04.2011
	OPERATING LIMITATIONS DATED Mar.04.2011
	SIGNATURE OF FAA REPRESENTATIVE
	Any alteration, reproduction or misuse of this certificate may be punishable by a fine not exceeding \$1,000 or imprisonment not exceeding 3 years, or both. THIS CERTIFICATE MUST BE DISPLAYED IN THE AIRCRAFT IN ACCORDANCE WITH APPLICABLE TITLE 14, CODE OF FEDERAL REGULATIONS (CFR).


FAA FORM 8130-7 (07/04)

SEE REVERSE SIDE

FAA FORM 8130-7 (07/04)



# REGISTRATION NOT TRANSFERABLE

DEPARTMENT OF TRANSPORTATION - FEDERAL AVIATION ADMINISTRATION CERTIFICATE OF AIRCRAFT REGISTRATION		This certificate must be in the aircraft when operated.
NATIONALITY AND REGISTRATION MARKS <b>N 70U</b>	AIRCRAFT SERIAL NO. <b>LM-51</b>	 U.S. Department of Transportation Federal Aviation Administration
MANUFACTURER AND MANUFACTURER'S DESIGNATION OF AIRCRAFT <b>BEECH 65-A90-1</b> ICAO Aircraft Address Code: 52251767		
DYNAMIC AVIATION GROUP INC PO BOX 7 BRIDGEWATER VA 22812-0007		This certificate is issued for registration only and is not a certificate of title. The Federal Aviation Administration does not guarantee rights of ownership as between private parties.
COOPERATION It is certified that the above described aircraft has been entered on the register of the Federal Aviation Administration, United States of America, in accordance with the Convention on International Civil Aviation dated December 7, 1944, and with the Federal Aviation Act of 1958, and regulations issued thereunder.		
DATE OF ISSUE April 09, 1997	ADMINISTRATOR <i>Robert C. Bly</i>	

AC Form 8050-3(8/97) Supersedes previous editions

U.S. Department of Transportation  
 Federal Aviation Administration  
 Civil Aviation Registry  
 P.O. Box 28504  
 Oklahoma City, OK 73125-0504

U.S. OFFICIAL MAIL  
 PENALTY FOR PRIVATE USE \$300  
 POSTMETER  
 7249713

0373

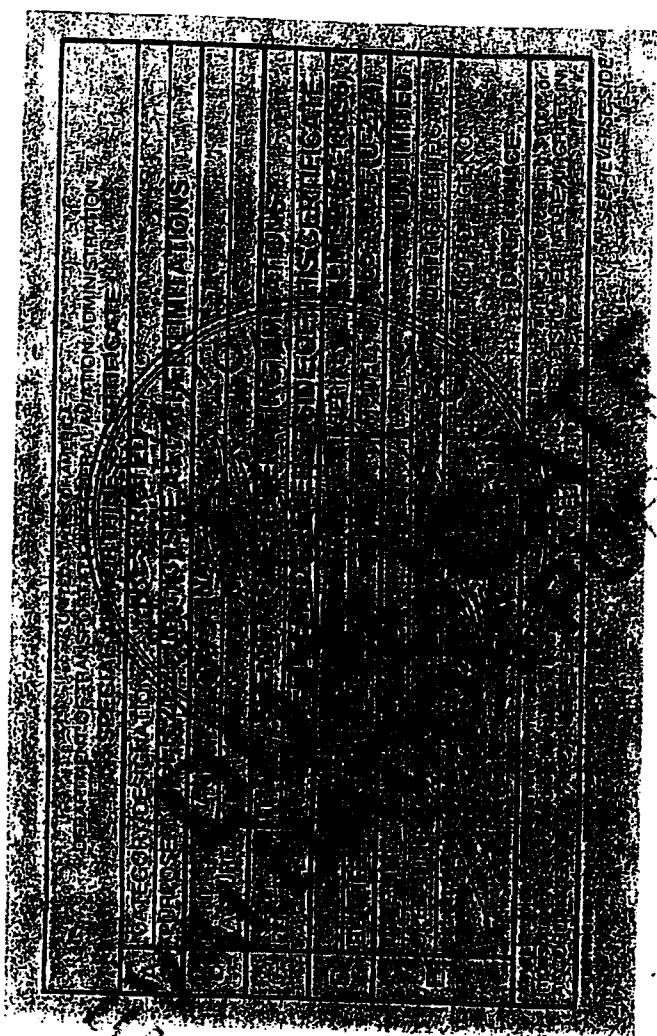
U.S. POSTAGE

Official Business  
 Penalty for Private Use \$300  
 AC Form 8050-3(8/97) Supersedes previous editions - 70U

DYNAMIC AVIATION GROUP INC  
 PO BOX 7  
 BRIDGEWATER VA 22812-0007

REPLICATE FOR PURPOSES ONLY

FOR



PROPOSE OFFER



# REGISTRATION NOT TRANSFERABLE

UNITED STATES OF AMERICA DEPARTMENT OF TRANSPORTATION - FEDERAL AVIATION ADMINISTRATION CERTIFICATE OF AIRCRAFT REGISTRATION AIRCRAFT SERIAL NO.		This certificate must be in the aircraft when operated.
NATIONALITY AND REGISTRATION MARKS <b>N 610</b>	<b>LM-92</b>	
MANUFACTURER AND MANUFACTURE'S DESIGNATION OF AIRCRAFT <b>BEECH</b> ICAO Aircraft Address Code: 51766703		
<b>DYNAMIC AVIATION GROUP INC</b> <b>PO BOX 7</b> <b>BRIDGEWATER VA 22812-0007</b>		This certificate is issued for registration purposes only and is not a certificate of title. The Federal Aviation Administration does not determine rights of ownership or interest in the aircraft.
It is certified that the above described aircraft has been entered on the register of the Federal Aviation Administration, United States of America, in accordance with the Convention on International Civil Aviation dated December 7, 1944, and with Title 49, United States Code, and regulations issued thereunder.		
DATE OF ISSUE	<b>April 07, 1997</b>	U.S. Department of Transportation Federal Aviation Administration

AC Form 8050-3(10/2003) Supersedes previous editions

U.S. Department of Transportation  
Federal Aviation Administration  
Civil Aviation Bureau  
P.O. Box 2550  
Ottawa, Ontario, Canada K1P 6K6

Official Business  
Penalty for Private Use \$300

AC Form 8050-3(10/2003) Supersedes previous editions 610

TO: DYNAMIC AVIATION GROUP INC  
PO BOX 7  
BRIDGEWATER VA 22812-0007

U.S. Department of Transportation  
Federal Aviation Administration

FOR OFFICIAL USE ONLY

FOR EVALUATION PURPOSES ONLY

UNITED STATES OF AMERICA DEPARTMENT OF TRANSPORTATION - FEDERAL AVIATION ADMINISTRATION SPECIAL AIRCRAFT FITNESS CERTIFICATE	
A	CATEGORY/DESIGNATION REGISTERED PURPOSE 14 CFR 1.1, 1.5 (b)(1) (b)(3) SEE ATTACHED LIMITATIONS
B	MANUFACTURER NAME ADDRESS FROM SEE ATTACHED OPERATING LIMITATIONS TO SEE ATTACHED OPERATING LIMITATIONS
C	FLIGHT N- 72J
D	BUILDER BEECHCRAFT DATE OF ISSUANCE 02/25/00 OPERATING LIMITATIONS DATED 12/10/00 SIGNATURE OF FAA REPRESENTATIVE WAYNE D. SKAGGS DESIGNATION OF OFFICE NO. 27
E	ANY alteration, reproduction or misuse of this certificate may be punishable by imprisonment not exceeding 3 years or both. THIS CERTIFICATE MUST BE DISPLAYED IN THE AIRCRAFT IN ACCORDANCE WITH APPLICABLE FEDERAL AVIATION REGULATIONS.

SEE REVERSE SIDE

FAA FORM 8130-7 (10/95)

1-800-455-4333

FOR

REGISTRATION NOT TRANSFERABLE

DEPARTMENT OF TRANSPORTATION - FEDERAL AVIATION ADMINISTRATION CERTIFICATE OF AIRCRAFT REGISTRATION		This certificate must be in the aircraft when operated.
NATIONALITY AND REGISTRATION MARKS <b>N 72J</b>		U.S. Department of Transportation
MANUFACTURER AND MANUFACTURER'S DESIGNATION OF AIRCRAFT <b>BEECH 85-A90-1</b>		Federal Aviation Administration
ICAO Aircraft Address Code: <b>52920773</b>		
DYNAMIC AVLEASE INC PO BOX 7 BRIDGEWATER VA 22812-0007		
CORPORATION		
It is certified that the above described aircraft has been entered on the register of the Federal Aviation Administration, United States of America, in accordance with the Convention on International Civil Aviation dated December 7, 1944, and with Title 49, United States Code, and regulations issued thereunder.		
DATE OF ISSUE	October 07, 2008	

AC Form 8050-3 (5/2008) Supersedes previous editions

U.S. Department of Transportation  
Federal Aviation Administration  
Civil Aviation Registry  
P.O. Box 25584  
Ottawa City, ON  
Official Business  
Penalty for Private Use \$300  
AC Form 8050-3 (5/2008) Supersedes previous editions 72J  
TO: DYNAMIC AVLEASE INC  
PO BOX 7  
BRIDGEWATER VA 22812-0007

U.S. AIR MAIL  
\$ 00.620  
MAILED FROM ZIP CODE 22812

ISSUED TO

TO: DYNAMIC AVLEASE INC  
PO BOX 7  
BRIDGEWATER VA 22812-0007

CORPORATION

It is certified that the above described aircraft has been entered on the register of the Federal Aviation Administration, United States of America, in accordance with the Convention on International Civil Aviation dated December 7, 1944, and with Title 49, United States Code, and regulations issued thereunder.

DATE OF ISSUE

October 07, 2008

U.S. AIR MAIL  
\$ 00.620  
MAILED FROM ZIP CODE 22812

AC Form 8050-3 (5/2008) Supersedes previous editions

FOR EVALUATION PURPOSES ONLY

UNITED STATES OF AMERICA DEPARTMENT OF TRANSPORTATION FEDERAL AVIATION ADMINISTRATION SPECIAL AIRWORKER BUSINESS CERTIFICATE	
A	CATEGORY/DESIGNATION RESTRICTED
B	PURPOSE 14 CFR 21.25(b)(1) SEE ATTACHED LIMITATIONS
C	MANUFACTURER NAME ADDRESS FRONT SEE ATTACHED OPERATING LIMITATIONS TQXX SEE ITEM "D" REVERSE SIDE OF THIS CERTIFICATE
D	N- 78D BUILDER Beach SERIAL NO. LM-78 (57-18078) MODEL 62-100-1 (U-21A) EXPIRY UNLIMITED DATE OF ISSUANCE 07/21/05 OPERATING LIMITATIONS DATED 07/21/05 SIGNATURE OF FAA REPRESENTATIVE Scott F. Pitts DESIGNATION OF OFFICE NO. DARF501851CE
E	Any alteration, reproduction or misuse of this certificate may be punishable by a fine not exceeding \$1,000 or imprisonment not exceeding 3 years or both. THIS CERTIFICATE MUST BE DISPLAYED IN THE AIRCRAFT IN ACCORDANCE WITH APPLICABLE FEDERAL AVIATION REGULATIONS.



FOR EVALUATION PURPOSES ONLY

UNITED STATES OF AMERICA DEPARTMENT OF TRANSPORTATION—FEDERAL AVIATION ADMINISTRATION			
STANDARD AIRWORTHINESS CERTIFICATE			
1. NATIONALITY AND REGISTRATION MARKS	2. MANUFACTURER AND MODEL	3. AIRCRAFT SERIAL NUMBER	4. CATEGORY
N78D	BEECH 65-A80-1 (U-21A)	66-18078	NORMAL
5. AUTHORITY AND BASIS FOR ISSUANCE			
<p>This airworthiness certificate is issued pursuant to the Federal Aviation Act of 1958 and certifies that, as of the date of issuance, the aircraft to which it is issued has been inspected and found to conform to the type certificate therefor, to be in condition for safe operation, and has been shown to meet the requirements of the applicable airworthiness standards and related airworthiness code as provided by Annex 8 to the Convention on International Civil Aviation, as amended, except as noted herein.</p> <p>Exceptions:</p> <p>NONE</p>			
6. TERMS AND CONDITIONS			
<p>Unless sooner terminated, this certificate is valid for a period of 12 months from the date of issuance, or such other date as otherwise established by the Administrator. The airworthiness certificate is subject to the conditions that the aircraft is maintained in accordance with the applicable airworthiness standards, and that the aircraft is registered in the United States.</p>			
DATE OF ISSUANCE	7. AIRCRAFT IDENTIFICATION		DESIGNATION NUMBER
07/11/02	SCOTT F. PIRIS		DARF601351CE
<p>Any alteration, reproduction or misuse of this certificate may be punishable by a fine not exceeding \$1,000, or imprisonment not exceeding 3 years, or both. THIS CERTIFICATE MUST BE DISPLAYED IN THE AIRCRAFT IN ACCORDANCE WITH APPLICABLE FEDERAL AVIATION REGULATIONS.</p>			
FAA Form 8100-2 (Rev. 11-99)		U.S. G.P.O. 2000 668-291	

UNITED STATES OF AMERICA DEPARTMENT OF TRANSPORTATION—FEDERAL AVIATION ADMINISTRATION		
STANDARD AIRWORTHINESS CERTIFICATE		
1. NATIONALITY AND REGISTRATION MARKS	2. AIRCRAFT SERIAL NUMBER	3. CATEGORY
(66-18018)	66-18018	NORMAL
<p>This airworthiness certificate is issued pursuant to the Federal Aviation Act of 1958 and certifies that, as of the date of issuance, the aircraft to which it is issued has been inspected and found to conform to the type certificate therefor, to be in condition for safe operation, and has been shown to meet the requirements of the applicable airworthiness standards and related airworthiness code as provided by Annex 8 to the Convention on International Civil Aviation, as amended, except as noted herein.</p> <p>Exceptions:</p> <p>NONE</p>		
<p>Any alteration, reproduction or misuse of this certificate may be punishable by a fine not exceeding \$1,000, or imprisonment not exceeding 3 years, or both. THIS CERTIFICATE MUST BE DISPLAYED IN THE AIRCRAFT IN ACCORDANCE WITH APPLICABLE FEDERAL AVIATION REGULATIONS.</p>		
FAA Form 8100-2 (Rev. 11-99)		U.S. G.P.O. 2000 668-291

REGISTRATION NOT TRANSFERABLE	
UNITED STATES OF AMERICA DEPARTMENT OF TRANSPORTATION - FEDERAL AVIATION ADMINISTRATION CERTIFICATE OF AIRCRAFT REGISTRATION	
NATIONALITY AND REGISTRATION MARKS <b>N780</b>	AIRCRAFT SERIAL NO. <b>LN-78</b>
MANUFACTURER AND MANUFACTURER'S DESIGNATION OF AIRCRAFT <b>BEECH 65-A90-1</b> ICAO Aircraft Address Code <b>52507170</b>	
ISSUED TO  <b>DYNAMIC AVIATION GROUP INC PO BOX 7 BRIDGEWATER VA 22812-0007</b>	This certificate is valid for aircraft operated in the United States of America. The Federal Aviation Administration does not determine rights of ownership as between private parties.
	It is certified that the above described aircraft has been entered on the register of the Federal Aviation Administration, United States of America, in accordance with the Convention on International Civil Aviation dated December 7, 1944, and with Title 49, United States Code, and regulations issued thereunder.
DATE OF ISSUE <b>April 07, 1997</b>	U.S. Department of Transportation Federal Aviation Administration <i>MAJOR C. BERRY</i>

AC Form 8050-9(10/2000) Supersedes previous editions

U.S. Department of Transportation  
Federal Aviation Administration  
Civil Aviation Branch  
P.O. Box 2568  
Oklahoma City, Oklahoma 73169

UNITED STATES POSTAGE  
U.S. OFFICIAL MAIL  
PENALTY FOR PRIVATE USE \$300  
\$00.370  
02 1A  
0604202606 JUN 13 2005  
MAILED FROM ZIP CODE 73169

Official Business  
Penalty for Private Use \$300  
AC Form 8050-9(10/2000) Supersedes previous editions 780

DYNAMIC AVIATION GROUP INC  
PO BOX 7  
BRIDGEWATER VA 22812-0007

REPRODUCTION OF THIS DOCUMENT IS PROHIBITED  
EXCEPT FOR OFFICIAL USE ONLY





U.S. Department  
of Transportation  
**Federal Aviation  
Administration**

800 Independence Ave., S.W.  
Washington, D.C. 20591

June 29, 2012

Exemption No. 7827I  
Regulatory Docket No. FAA-2002-12484

Mr. Michael Rosolina  
Flight Operations Manager, Aerial Application  
Dynamic Aviation Group, Inc.  
P.O. Box 7  
Bridgewater, VA 22812

Dear Mr. Rosolina:

This letter is to inform you that we have granted your petition to extend Exemption No. 7827, as amended. It explains the basis for our decision, describes its effect, and lists the conditions and limitations.

#### **The Basis for Our Decision**

By letter dated May 16, 2012, you petitioned the Federal Aviation Administration (FAA) on behalf of Dynamic Aviation Group, Inc. (Dynamic Aviation), for an extension Exemption No. 7827, as amended. That exemption from § 137.53(c)(2) of Title 14, Code of Federal Regulations (14 CFR) allows Dynamic Aviation to conduct aerial applications of insecticide materials without the aircraft being equipped with a device that is capable of jettisoning at least one-half of the aircraft's maximum authorized load of agricultural materials within 45 seconds when operating over a congested area.

In your petition, you indicate that there has been no change in the conditions and reasons relative to public interest and safety that were the basis for granting the original exemption.

The FAA has determined that good cause exists for not publishing a summary of the petition in the Federal Register because the requested extension of the exemption would not set a precedent, and any delay in acting on this petition would be detrimental to Dynamic Aviation.

AFS-12-387-E

### **Our Decision**

The FAA has determined that the justification for the issuance of Exemption No. 7827, as amended, remains valid with respect to this exemption and is in the public interest. Therefore, under the authority provided by 49 U.S.C. 40113 and 44701, which the FAA Administrator has delegated to me, I grant your petition, subject to the following conditions and limitations.

### **Conditions and Limitations**

1. This exemption is limited to Beechcraft King Air 65A90-1, 65A90-4, and BE-90 aircraft equipped for agricultural operations in the restricted category in accordance with a field approved alteration, documented on FAA Form 337.
2. The authority of this exemption is to be used only in conjunction with conducting aerial agricultural operations.
3. During dispensing operations, aircraft operated in conjunction with this exemption are limited to a maximum gross weight that will ensure a single-engine climb performance capability of at least 200 feet per minute positive rate at the prevailing density altitude. Under no condition will the aircraft's gross weight exceed the maximum takeoff gross weight specified in the FAA-approved airplane flight manual.
4. Prior to each flight, a document must be prepared showing the weight and balance calculations and the altitude performance for the forecast operating density altitude. The document must be retained for at least 30 days and must be presented upon request to the FAA inspector assigned to oversee the petitioner's part 137 operation.
5. A copy of this exemption must be provided to each pilot in command (PIC) who operates under this exemption.
6. A copy of this exemption must be carried on the aircraft while conducting operations under the terms of this exemption.
7. Prior to operating under this exemption, each PIC must have successfully completed flight instruction from an appropriately rated flight instructor on single-engine operations, performance, and handling characteristics of the make and model aircraft. A record of this instruction must be made available by the PIC upon the request of the Administrator.
8. Dynamic Aviation must maintain a current list of aircraft used under the exemption and provide a copy of this exemption and a copy of the list of aircraft to the Washington Flight Standards District Office (AEA-FSDO-27) to be placed in its part 137 file. This list will identify the registration and serial numbers of the aircraft being used.

**The Effect of Our Decision**

Our decision extends the termination date of Exemption No. 7827, as amended, to July 31, 2014, unless sooner superseded or rescinded.

Sincerely,

/S/

Leslie Smith

Acting Director, Flight Standards  
Service

# CERTIFICATE OF TRAINING

Clark Wood

Employee's Name

CEMM

Company/Department

## Hazard Communication 2012 - Specific

This is to certify that I have attended the above training program which has informed me of the following:

- ☒ The methods and observations that may be used to detect the presence or release of a hazardous chemical in the work area;
- ☒ Information on the physical, health, simple asphyxiation, combustible dust, and pyrophoric gas hazards, as well as hazards not otherwise classified;
- ☒ The measures employees can take to protect themselves from these hazards, such as appropriate work practices, emergency procedures, and the use of personal protective equipment; and,
- ☒ The details of the hazard communication program, including explanations of:
  - ☒ The labels received on shipped containers;
  - ☒ Any workplace labeling system used on in-house containers; and
  - ☒ The safety data sheet, including the order of information.
- ☒ Dibrom, Duet, Anvil

4-21-14  
Date

4-21-14  
Date

Clark Wood  
Employee's Signature

T. D. Cross  
Trainer's Signature

# CERTIFICATE OF TRAINING

Clark Wood

Employee's Name

CEMM

Company/Department

## FLAMMABLE LIQUIDS TRAINING

29 CFR 1910 Subpart H - Hazardous Materials, 1910.106 Flammable Liquids provides handling and storage requirements.

This is to certify that I have attended the above training program which has informed me of the following:

- ☒ Flammable liquids at the facility, where they are located, and what they are used for.
- ☒ Safe handling and storage procedures.
- ☒ Location and contents of flood emergency instructions.
- ☒ New Categories for Flammable liquids
- \_\_\_\_\_
- \_\_\_\_\_

4-21-14  
Date

4-21-14  
Date

Clark Wood  
Employee's Signature

[Signature]  
Trainer's Signature



# CERTIFICATE OF TRAINING

Clark Wood

Employee's Name

CEMM

Company/Department

## PPE - HAND PROTECTION TRAINING

29 CFR 1910 Subpart I - Personal Protective Equipment, 1910.132 and 1910.138 specify PPE requirements for hand protection.

This is to certify that I have attended the above training program which has informed me of the following:

- ✓ Circumstances under which hand protection is necessary.
- ✓ The type of hand protection necessary for each task.
- ✓ How to properly put on, take off, adjust and wear gloves, mitts or other protection.
- ✓ The limitations of hand protection.
- ✓ The procedures for proper care, maintenance, useful life, and disposal.
- ✓ Good housekeeping as an element of personal protection.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4-21-14  
Date

4-21-14  
Date

Clark Wood  
Employee's Signature

[Signature]  
Trainer's Signature

# CERTIFICATE OF TRAINING

Clark Wood

Employee's Name

CEMM

Company/Department

## PPE - EYE AND FACE PROTECTION TRAINING

29 CFR 1910 Subpart I - Personal Protective Equipment, 1910.132 and 1910.133 specify PPE requirements for eye and face protection.

This is to certify that I have attended the above training program which has informed me of the following:

- ☒ When eye protection is necessary and the hazards present.
  - ☒ Engineering controls and their use in preventing eye injuries.
  - ☒ The type of eye protection necessary for each task.
  - ☒ How to properly put on, take off, adjust, and wear goggles, safety glasses, and face shields.
  - ☒ The limitations of eye protection.
  - ☒ Procedures for proper care, maintenance, useful life, and disposal of PPE.
  - ☒ Good housekeeping as an element of personal protection.
  - ☒ The locations of eye wash stations.
- \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4-21-14  
Date

4-21-14  
Date

Clark E. Wood  
Employee's Signature

Mike Cross  
Trainer's Signature

# CERTIFICATE OF TRAINING

Clark Wood

Employee's Name

CEMM

Company/Department

## EMERGENCY ACTION PLAN TRAINING

29 CFR 1910 Subpart E - Means of Egress, 1910.38 Employee Emergency Plans and Fire Prevention Plans provides requirements for written plans.

This is to certify that I have attended the above training program which has informed me of the following:

- ✓ Emergency escape procedures and emergency escape routes.
- ✓ Critical plant operations and who is designated to operate and/or shut them down.
- ✓ How all employees will be accounted for after evacuation.
- ✓ Personnel designated to perform rescue and medical duties.
- ✓ How to report fires and other emergencies.
- ✓ The employee alarm system.
- ✓ Who to contact for more information on the plan.
- ✓ St. Charles Campus

\_\_\_\_\_  
\_\_\_\_\_

4-21-14  
Date

April 21  
Date

Clark E Wood  
Employee's Signature

Rich B...  
Trainer's Signature

# CERTIFICATE OF TRAINING

Clark Wood

Employee's Name

CEMM

Company/Department

## RESPIRATORY PROTECTION TRAINING

29 CFR 1910 Subpart I - Personal Protective Equipment 1910.134 Respiratory Protection evaluates requirements for compliance using breathing apparatus.

This is to certify that I have attended the above training program which has informed me of the following:

- ☒ Types of respirators and their limitations.
- ☒ Required medical evaluation for using respirators.
- ☒ Location of respirator equipment.
- ☒ Methods to select proper fitting respirators.
- ☒ How to inspect, use, clean, and maintain respirators.
- ☒ How to use of the following respirator types:
  - ☒ half face air-purifying LS-200 cartridge
  - \_\_\_\_\_
  - \_\_\_\_\_
- ☒ Written procedures covering the safe use of respirators in dangerous atmospheres if encountered.
- ☒ How to operate in an emergency environment to avoid personal injury.
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

4-21-14  
Date

4-21-14  
Date

Clark Wood  
Employee's Signature

[Signature]  
Trainer's Signature

# CERTIFICATE OF TRAINING

Clark Wood

Employee's Name

CEMM

Company/Department

## RESPIRATORY PROTECTION TRAINING

29 CFR 1910 Subpart I - Personal Protective Equipment 1910.134 Respiratory Protection evaluates requirements for compliance using breathing apparatus.

This is to certify that I have attended the above training program which has informed me of the following:

- ☒ Types of respirators and their limitations.
- ☒ Required medical evaluation for using respirators.
- ☒ Location of respirator equipment.
- ☒ Methods to select proper fitting respirators.
- ☒ How to inspect, use, clean, and maintain respirators.
- ☒ How to use of the following respirator types:
  - \_\_\_\_\_
  - \_\_\_\_\_
  - \_\_\_\_\_
- ☒ Written procedures covering the safe use of respirators in dangerous atmospheres if encountered.
- ☒ How to operate in an emergency environment to avoid personal injury.
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

4-21-14  
Date

4-21-14  
Date

Clark Wood  
Employee's Signature

[Signature]  
Trainer's Signature

Clarke  
Qualitative Fit Test Form

Name: Clark E. Wood

Employee ID #: 4 0 2 4

Date: June 6, 2014

Respirator:	Size:	Results:
1. <u>LS 200</u>	<u>M</u>	<u>PASS.</u>

2. \_\_\_\_\_

Tested By: Rich Voss

I have been fit tested and received training in:

- ☒ Donning/Doffing
- ☒ Use
- ☒ Care and Maintenance

Testing Location: Clarke, Roselle, IL

Clark E. Wood  
Employee Signature

Emergency Aerial Operations  
Crew

Rich Voss  
Supervisor's Signature

6-6-14.



555867

Your employer is required under OSHA Standard 1910.134 to ensure that you are medically certified to wear a respirator as part of your job. Based on the responses you have provided, the following describes the respirator use conditions and the physician's evaluation of your ability to wear the respirator.

**MEDICAL CLEARANCE FOR RESPIRATOR USE**

Employee Name: Wood, Clark

Date Tested: 5/27/2014 2:35:22 PM

Employee ID:

**Respirator Use Conditions**

Respirator Profile	200LS Dibrom		
Respirator Type	Half Face	Temp < 50 F	No
Work Effort	Medium	Temp > 77 F	Yes
Extent of Use	Over 4 hours per day	Permit Required Confined Space	No
Oxygen Deficient	No	Humid Conditions	Yes
Protective Gear	Eye Protection (goggles, faceshield), Hearing Protection (ear plugs, ear muffs), Skin Protection (apron, coveralls, Tyvek suits), Gloves, Boots, shoe covers	Hyperbaric	No
Toxic Substances	Pesticides (herbicides, insecticides, fungicides)	High Altitude	No
Work Description	Loading aircrat with Dibrom.		

**PHYSICIAN'S EVALUATION**

No restrictions on respirator use in the use conditions listed above.

Recertify: within one year  
or when there is a change in health or work conditions.

**William H. Lohman, MD**

Reviewing Physician

**5/27/2014 2:43:33 PM**

Date

**Damarco Solutions, LLC**

1807 Market Blvd #281

Hastings, MN 55033

Phone: 1-800-383-3393 Fax: 612-617-0990



eTraining, Inc.

# Certificate of Completion

This certifies that

Clark Wood

has received 8 hours of training for successfully completing the

2014 Hazwoper 8 Hour Refresher

*OSHA 29 CFR 1910.120/1926.65*

May 14, 2014

Certificate Number: 36374

[www.etraintoday.com](http://www.etraintoday.com)

Niall O'Malley, President

Larry A. Baylor, VP Content Development



# CERTIFICATE OF TRAINING

CLARK WOOD

Employee's Name

CEMM

Company/Department

## POWERED INDUSTRIAL LIFT TRUCK TRAINING - OPERATIONAL

OSHA 29 CFR Subpart N - Materials Handling and Storage, 1910.178 describes methods to use for compliance with powered industrial lift truck operations, maintenance, inspection and training.

This is to certify that I have attended the above training program which has informed me of the following:

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> Types of trucks authorized to operate. <u>SIT DOWN</u>                                       | <input checked="" type="checkbox"/> Any other operating instructions, warnings, or precautions listed in the operator's manual for the types of vehicle that the employee is being trained to operate (including seatbelts). |
| <input checked="" type="checkbox"/> Differences between the truck and the automobile.  | <input checked="" type="checkbox"/> Surface conditions where the vehicle will be operated.   |
| <input checked="" type="checkbox"/> Truck controls and instrumentation: Where they are located, what they do, and how they work. | <input checked="" type="checkbox"/> Composition of loads to be carried and load stability.   |
| <input checked="" type="checkbox"/> Engine or motor operation.   | <input checked="" type="checkbox"/> Load manipulation, stacking, and unstacking.   |
| <input checked="" type="checkbox"/> Steering and maneuvering.  | <input checked="" type="checkbox"/> Pedestrian traffic in areas where the vehicle will be operated.  |
| <input checked="" type="checkbox"/> Visibility (including restrictions due to loading).  | <input checked="" type="checkbox"/> Narrow aisles and other restricted places where the vehicle will be operated.  |
| <input checked="" type="checkbox"/> Fork and attachment adaptation, operation, and use limitations.                              | <input checked="" type="checkbox"/> Hazardous (classified) locations where the vehicle will be operated.   |
| <input checked="" type="checkbox"/> Vehicle capacity.  | <input checked="" type="checkbox"/> Ramps and other sloped surfaces that could affect the vehicle's stability.   |
| <input checked="" type="checkbox"/> Vehicle stability.   |  |
| <input checked="" type="checkbox"/> Any vehicle inspection and maintenance that the operator will be required to perform.        |  |
| <input checked="" type="checkbox"/> Refueling and/or charging and recharging of batteries.                                       |  |
| <input checked="" type="checkbox"/> Operating limitations.   |  |
| <input checked="" type="checkbox"/> <u>NIGHT TIME OPERATIONS</u>   |  |

6-6-14

Date

6-6-14

Date

Clark Wood

Employee's Signature

Rich Cross

Trainer's Signature

## Clark Wood

---

**To:** Rich Voss  
**Subject:** FW: Completed WWW form - FORK LIFT COURSE 5.29.14 - CLARK WOOD

-----Original Message-----

From: cwood@clarke.com [mailto:cwood@clarke.com]

Sent: Thursday, May 29, 2014 3:52 PM

To: Clark Wood

Subject: Completed WWW form

The following form contents were entered on 29th May 14 Date = 29 May 14 20:51:48 resulturl = <http://www.free-training.com/osha/Soshamenu.htm>

QuizVersion = Forklift Test #5

FirstName = Clark

LastName = Wood

TraineeID = 356-46-4024

NoQuestions = 28

rad1 = b

rad2 = b

rad3 = b

rad4 = a

rad5 = d

rad6 = e

rad7 = a

rad8 = b

rad9 = e

rad10 = a

rad11 = a

rad12 = b

rad13 = e

rad14 = a

rad15 = b

rad16 = b

rad17 = e

rad18 = a

rad19 = a

rad20 = c

rad21 = b

rad22 = c

rad23 = a

rad24 = b

rad25 = a

rad26 = a

rad27 = c

rad28 = b

score = 100

Global Leaders in Mosquito Control	Regulatory Affairs, Health and Safety Quantitative Fit Test form	Clarke Mosquito Control
---	---	----------------------------

NAME

John Calhoun

EMPLOYEE I. D. #

0500

DATE: 4/22/14

LOCATION Bridgewater, VA

	Respirator	Size	Results
1.	<u>3M 0086</u>	<u>M</u>	<u>Good</u>
2.	<u></u>	<u></u>	<u></u>

TESTED BY: Caleb Wayne

I have been fit tested and received training in the donning, care, use and maintenance of the above-listed respiratory protection equipment.

EMPLOYEE SIGNATURE:

John Calhoun

# CERTIFICATE OF TRAINING

John Calhoun  
Employee's Name

Dynamic Aviation  
Company/Department

## Hazard Communication 2012 - Specific

This is to certify that I have attended the above training program which has informed me of the following:

- ✓ The methods and observations that may be used to detect the presence or release of a hazardous chemical in the work area;
- ✓ Information on the physical, health, simple asphyxiation, combustible dust, and pyrophoric gas hazards, as well as hazards not otherwise classified;
- ✓ The measures employees can take to protect themselves from these hazards, such as appropriate work practices, emergency procedures, and the use of personal protective equipment; and,
- ✓ The details of the hazard communication program, including explanations of:
  - ✓ The labels received on shipped containers;
  - ✓ Any workplace labeling system used on in-house containers; and
  - ✓ The safety data sheet, including the order of information.
- ✓ Dibrom High Flash, Anvil, Duet

4/22/14  
Date

4-22-14  
Date

John Calhoun  
Employee's Signature  
[Signature]  
Trainer's Signature

# CERTIFICATE OF TRAINING

John Calhoon  
Employee's Name

Dynamic Aviation  
Company/Department

## RESPIRATORY PROTECTION TRAINING

29 CFR 1910 Subpart I - Personal Protective Equipment 1910.134 Respiratory Protection evaluates requirements for compliance using breathing apparatus.

This is to certify that I have attended the above training program which has informed me of the following:

- ☒ Types of respirators and their limitations.
- ☒ Required medical evaluation for using respirators.
- ☒ Location of respirator equipment.
- ☒ Methods to select proper fitting respirators.
- ☒ How to inspect, use, clean, and maintain respirators.
- ☒ How to use of the following respirator types:
  - ☒ 1/2 face Air Purifying cartridge respirator
  - \_\_\_\_\_
  - \_\_\_\_\_
- ☒ Written procedures covering the safe use of respirators in dangerous atmospheres if encountered.
- ☒ How to operate in an emergency environment to avoid personal injury.
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

4/22/14  
Date

4-22-14  
Date

John Calhoon  
Employee's Signature  
Richard Case  
Trainer's Signature

# CERTIFICATE OF TRAINING

John Calhoon  
Employee's Name

Dynamic Aviation  
Company/Department

## PPE - HAND PROTECTION TRAINING

29 CFR 1910 Subpart I - Personal Protective Equipment, 1910.132 and 1910.138 specify PPE requirements for hand protection.

This is to certify that I have attended the above training program which has informed me of the following:

- ☒ Circumstances under which hand protection is necessary.
  - ☒ The type of hand protection necessary for each task.
  - ☒ How to properly put on, take off, adjust and wear gloves, mitts or other protection.
  - ☒ The limitations of hand protection.
  - ☒ The procedures for proper care, maintenance, useful life, and disposal.
  - ☒ Good housekeeping as an element of personal protection.
- \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4/22/14  
Date

4-22-14  
Date

John Calhoon  
Employee's Signature  
Rich Cross  
Trainer's Signature

# CERTIFICATE OF TRAINING

John Calhoun  
Employee's Name

Dynamic Aviation  
Company/Department

## PPE - EYE AND FACE PROTECTION TRAINING

29 CFR 1910 Subpart I - Personal Protective Equipment, 1910.132 and 1910.133 specify PPE requirements for eye and face protection.

This is to certify that I have attended the above training program which has informed me of the following:

- ✓ When eye protection is necessary and the hazards present.
  - ✓ Engineering controls and their use in preventing eye injuries.
  - ✓ The type of eye protection necessary for each task.
  - ✓ How to properly put on, take off, adjust, and wear goggles, safety glasses, and face shields.
  - ✓ The limitations of eye protection.
  - ✓ Procedures for proper care, maintenance, useful life, and disposal of PPE.
  - ✓ Good housekeeping as an element of personal protection.
  - ✓ The locations of eye wash stations.
- \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4/22/14  
Date

4-22-14  
Date

John Calhoun  
Employee's Signature  
Rick Cross  
Trainer's Signature

# CERTIFICATE OF TRAINING

John Calhoun  
Employee's Name

Dynamic Aviation  
Company/Department

## FLAMMABLE LIQUIDS TRAINING

29 CFR 1910 Subpart H - Hazardous Materials, 1910.106 Flammable Liquids provides handling and storage requirements.

This is to certify that I have attended the above training program which has informed me of the following:

- ☒ Flammable liquids at the facility, where they are located, and what they are used for.
- ☒ Safe handling and storage procedures.
- ☒ Location and contents of flood emergency instructions.
- ☒ New Categories for Flammable liquids 1-4
- ☐
- ☐

4/22/14  
Date

4-22-14  
Date

John Calhoun  
Employee's Signature

Rich Cross  
Trainer's Signature



Global Leaders in Mosquito Control	Regulatory Affairs, Health and Safety Quantitative Fit Test form	Clarke Mosquito Control
---	---	----------------------------

NAME

Guthrie S. George

EMPLOYEE I. D. #

0812

DATE: 4/22/14

LOCATION V.B.W

	Respirator	Size	Results
1.	<u>3M 6300</u>	<u>L</u>	<u>Good</u>
2.	<u>                    </u>	<u>                    </u>	<u>                    </u>

TESTED BY: Calhoun

I have been fit tested and received training in the donning, care, use and maintenance of the above-listed respiratory protection equipment.

EMPLOYEE SIGNATURE:

Guthrie S. George



546083

Your employer is required under OSHA Standard 1910.134 to ensure that you are medically certified to wear a respirator as part of your job. Based on the responses you have provided, the following describes the respirator use conditions and the physician's evaluation of your ability to wear the respirator.

**MEDICAL CLEARANCE FOR RESPIRATOR USE**

Employee Name: George, Guthrie  
Employee ID: 812

Date Tested: 4/22/2014 8:56:43 AM

**Respirator Use Conditions**

Respirator Profile	Aerial Application		
Respirator Type	Half Face		
Work Effort	Medium	Temp < 50 F	No
Extent of Use	Less than 5 hours per month	Temp > 77 F	Yes
Oxygen Deficient	No	Permit Required Confined Space	No
Protective Gear	Eye Protection (goggles, faceshield), Skin Protection (apron, coveralls, Tyvek suits), Gloves, Boots, shoe covers	Humid Conditions	Yes
Toxic Substances	Pesticides (herbicides, insecticides, fungicides)	Hyperbaric	No
Work Description	Mixing and loading products for Aerial Application	High Altitude	No

**PHYSICIAN'S EVALUATION**

No restrictions on respirator use in the use conditions listed above.  
Recertify: within one year  
or when there is a change in health or work conditions.

William H. Lohman, MD  
Reviewing Physician

4/22/2014 9:28:56 AM  
Date

Damarco Solutions, LLC  
1807 Market Blvd #281  
Hastings, MN 55033  
Phone: 1-800-383-3393 Fax: 612-617-0990

# CERTIFICATE OF TRAINING

Guthrie George  
Employee's Name

Dynamic Aviation  
Company/Department

## Hazard Communication 2012 - Specific

This is to certify that I have attended the above training program which has informed me of the following:

- ☒ The methods and observations that may be used to detect the presence or release of a hazardous chemical in the work area;
- ☒ Information on the physical, health, simple asphyxiation, combustible dust, and pyrophoric gas hazards, as well as hazards not otherwise classified;
- ☒ The measures employees can take to protect themselves from these hazards, such as appropriate work practices, emergency procedures, and the use of personal protective equipment; and,
- ☒ The details of the hazard communication program, including explanations of:
  - ☒ The labels received on shipped containers;
  - ☒ Any workplace labeling system used on in-house containers; and
  - ☒ The safety data sheet, including the order of information.
- ☒ Dibrom High Flash, Anvil, Duet

4/22/14  
Date

4-22-14  
Date

[Signature]  
Employee's Signature

[Signature]  
Trainer's Signature

# CERTIFICATE OF TRAINING

Guthrie George  
Employee's Name

Dynamic Aviation  
Company/Department

## RESPIRATORY PROTECTION TRAINING

29 CFR 1910 Subpart I - Personal Protective Equipment 1910.134 Respiratory Protection evaluates requirements for compliance using breathing apparatus.

This is to certify that I have attended the above training program which has informed me of the following:

- ✓ Types of respirators and their limitations.
- ✓ Required medical evaluation for using respirators.
- ✓ Location of respirator equipment.
- ✓ Methods to select proper fitting respirators.
- ✓ How to inspect, use, clean, and maintain respirators.
- ✓ How to use of the following respirator types:
  - ✓ 1/2 face Air Purifying cartridge respirator
  - 
  -
- ✓ Written procedures covering the safe use of respirators in dangerous atmospheres if encountered.
- ✓ How to operate in an emergency environment to avoid personal injury.
- 
- 
- 

4/22/14  
Date

4-22-14  
Date

[Signature]  
Employee's Signature

[Signature]  
Trainer's Signature

# CERTIFICATE OF TRAINING

Guthrie George  
Employee's Name

Dynamic Aviation  
Company/Department

## PPE - HAND PROTECTION TRAINING

29 CFR 1910 Subpart I - Personal Protective Equipment, 1910.132 and 1910.138 specify PPE requirements for hand protection.

This is to certify that I have attended the above training program which has informed me of the following:

- ✓ Circumstances under which hand protection is necessary.
- ✓ The type of hand protection necessary for each task.
- ✓ How to properly put on, take off, adjust and wear gloves, mitts or other protection.
- ✓ The limitations of hand protection.
- ✓ The procedures for proper care, maintenance, useful life, and disposal.
- ✓ Good housekeeping as an element of personal protection.

4/22/14  
Date

4-22-14  
Date

[Signature]  
Employee's Signature

[Signature]  
Trainer's Signature

# CERTIFICATE OF TRAINING

Guthrie George  
Employee's Name

Dynamic Aviation  
Company/Department

## PPE - EYE AND FACE PROTECTION TRAINING

29 CFR 1910 Subpart I - Personal Protective Equipment, 1910.132 and 1910.133 specify PPE requirements for eye and face protection.

This is to certify that I have attended the above training program which has informed me of the following:

- ☒ When eye protection is necessary and the hazards present.
- ☒ Engineering controls and their use in preventing eye injuries.
- ☒ The type of eye protection necessary for each task.
- ☒ How to properly put on, take off, adjust, and wear goggles, safety glasses, and face shields.
- ☒ The limitations of eye protection.
- ☒ Procedures for proper care, maintenance, useful life, and disposal of PPE.
- ☒ Good housekeeping as an element of personal protection.
- ☒ The locations of eye wash stations.

4/22/14  
Date

4-22-14  
Date

[Signature]  
Employee's Signature

[Signature]  
Trainer's Signature

# CERTIFICATE OF TRAINING

Guthrie George  
Employee's Name

Dynamic Aviation  
Company/Department

## FLAMMABLE LIQUIDS TRAINING

29 CFR 1910 Subpart H - Hazardous Materials, 1910.106 Flammable Liquids provides handling and storage requirements.

This is to certify that I have attended the above training program which has informed me of the following:

- ☒ Flammable liquids at the facility, where they are located, and what they are used for.
- ☒ Safe handling and storage procedures.
- ☒ Location and contents of flood emergency instructions.
- ☒ New Categories for Flammable Liquids 1-4

\_\_\_\_\_  
\_\_\_\_\_

4/22/14  
Date

4-22-14  
Date

[Signature]  
Employee's Signature

[Signature]  
Trainer's Signature

Global Leaders in Mosquito Control	Regulatory Affairs, Health and Safety Quantitative Fit Test form	Clarke Mosquito Control
---	---	----------------------------

NAME

Gabriel Hegtwole

EMPLOYEE I. D. #

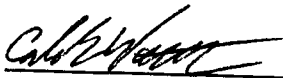
0976

DATE: 4-22-14

LOCATION Dynamic Aviation

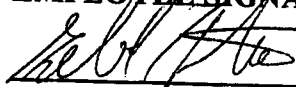
	Respirator	Size	Results
1.	<u>3M</u>	<u>M</u>	<u>good</u>
2.	<u></u>	<u></u>	<u></u>

TESTED BY:



I have been fit tested and received training in the donning, care, use and maintenance of the above-listed respiratory protection equipment.

EMPLOYEE SIGNATURE:





# CERTIFICATE OF TRAINING

Gabe Heatwole  
Employee's Name

Dynamic Aviation  
Company/Department

## Hazard Communication 2012 - Specific

This is to certify that I have attended the above training program which has informed me of the following:

- ✓ The methods and observations that may be used to detect the presence or release of a hazardous chemical in the work area;
- ✓ Information on the physical, health, simple asphyxiation, combustible dust, and pyrophoric gas hazards, as well as hazards not otherwise classified;
- ✓ The measures employees can take to protect themselves from these hazards, such as appropriate work practices, emergency procedures, and the use of personal protective equipment; and,
- ✓ The details of the hazard communication program, including explanations of:
  - ✓ The labels received on shipped containers;
  - ✓ Any workplace labeling system used on in-house containers; and
  - ✓ The safety data sheet, including the order of information.
- ✓ Dibrom High Flash, Anvil, Duet

4-22-14  
Date

4-22-14  
Date

Gabe Heatwole  
Employee's Signature

[Signature]  
Trainer's Signature

# CERTIFICATE OF TRAINING

Gabe Heatude  
Employee's Name

Dynamic Aviation  
Company/Department

## RESPIRATORY PROTECTION TRAINING

29 CFR 1910 Subpart I - Personal Protective Equipment 1910.134 Respiratory Protection evaluates requirements for compliance using breathing apparatus.

This is to certify that I have attended the above training program which has informed me of the following:

- ☒ Types of respirators and their limitations.
- ☒ Required medical evaluation for using respirators.
- ☒ Location of respirator equipment.
- ☒ Methods to select proper fitting respirators.
- ☒ How to inspect, use, clean, and maintain respirators.
- ☒ How to use of the following respirator types:
  - ☒ 1/2 face Air Purifying cartridge respirator
  - \_\_\_\_\_
  - \_\_\_\_\_
- ☒ Written procedures covering the safe use of respirators in dangerous atmospheres if encountered.
- ☒ How to operate in an emergency environment to avoid personal injury.
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

4-22-14  
Date

4-22-14  
Date

[Signature]  
Employee's Signature

[Signature]  
Trainer's Signature

# CERTIFICATE OF TRAINING

Gabe Heathwood  
Employee's Name

Dynamic Aviation  
Company/Department

## PPE - HAND PROTECTION TRAINING

29 CFR 1910 Subpart I - Personal Protective Equipment, 1910.132 and 1910.138 specify PPE requirements for hand protection.

This is to certify that I have attended the above training program which has informed me of the following:

- ☒ Circumstances under which hand protection is necessary.
- ☒ The type of hand protection necessary for each task.
- ☒ How to properly put on, take off, adjust and wear gloves, mitts or other protection.
- ☒ The limitations of hand protection.
- ☒ The procedures for proper care, maintenance, useful life, and disposal.
- ☒ Good housekeeping as an element of personal protection.

4-22-14  
Date

4-22-14  
Date

  
Employee's Signature

  
Trainer's Signature

# CERTIFICATE OF TRAINING

Gabe Heatwole  
Employee's Name

Dynamic Aviation  
Company/Department

## PPE - EYE AND FACE PROTECTION TRAINING

29 CFR 1910 Subpart I - Personal Protective Equipment, 1910.132 and 1910.133 specify PPE requirements for eye and face protection.

This is to certify that I have attended the above training program which has informed me of the following:

- ✓ When eye protection is necessary and the hazards present.
  - ✓ Engineering controls and their use in preventing eye injuries.
  - ✓ The type of eye protection necessary for each task.
  - ✓ How to properly put on, take off, adjust, and wear goggles, safety glasses, and face shields.
  - ✓ The limitations of eye protection.
  - ✓ Procedures for proper care, maintenance, useful life, and disposal of PPE.
  - ✓ Good housekeeping as an element of personal protection.
  - ✓ The locations of eye wash stations.
- \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4-22-14  
Date

4-22-14  
Date

[Signature]  
Employee's Signature

[Signature]  
Trainer's Signature

# CERTIFICATE OF TRAINING

Gabe Heatwole  
Employee's Name

Dynamic Aviation  
Company/Department

## FLAMMABLE LIQUIDS TRAINING

29 CFR 1910 Subpart H - Hazardous Materials, 1910.106 Flammable Liquids provides handling and storage requirements.

This is to certify that I have attended the above training program which has informed me of the following:

- ☒ Flammable liquids at the facility, where they are located, and what they are used for.
- ☒ Safe handling and storage procedures.
- ☒ Location and contents of flood emergency instructions.
- ☒ New Categories for Flammable liquids 1-4
- 
- 

4-22-14  
Date

4-22-14  
Date

[Signature]  
Employee's Signature

[Signature]  
Trainer's Signature

Global Leaders in Mosquito Control	Regulatory Affairs, Health and Safety Quantitative Fit Test form	Clarke Mosquito Control
---	---	----------------------------

NAME

Paul Hildebrandt

EMPLOYEE I. D. #

0820

DATE:

4/22/14

LOCATION

Bridgewater, VA

	Respirator	Size	Results
1.	<u>3M 6200</u>	<u>M</u>	<u>Good</u>
2.	<u>                    </u>	<u>                    </u>	<u>                    </u>

TESTED BY:

Calvin Wilson

I have been fit tested and received training in the donning, care, use and maintenance of the above-listed respiratory protection equipment.

EMPLOYEE SIGNATURE:

Paul Hildebrandt

# CERTIFICATE OF TRAINING

Paul Hildebrandt  
Employee's Name

Dynamic Aviation  
Company/Department

## Hazard Communication 2012 - Specific

This is to certify that I have attended the above training program which has informed me of the following:

- ☒ The methods and observations that may be used to detect the presence or release of a hazardous chemical in the work area;
- ☒ Information on the physical, health, simple asphyxiation, combustible dust, and pyrophoric gas hazards, as well as hazards not otherwise classified;
- ☒ The measures employees can take to protect themselves from these hazards, such as appropriate work practices, emergency procedures, and the use of personal protective equipment; and,
- ☒ The details of the hazard communication program, including explanations of:
  - ☒ The labels received on shipped containers;
  - ☒ Any workplace labeling system used on in-house containers; and
  - ☒ The safety data sheet, including the order of information.
- ☒ Dibrom High Flash, Anvil, Duet

4/22/14  
Date

4-22-14  
Date

Paul Hildebrandt  
Employee's Signature

[Signature]  
Trainer's Signature

# CERTIFICATE OF TRAINING

Paul Hildebrandt  
Employee's Name

Dynamic Aviation  
Company/Department

## RESPIRATORY PROTECTION TRAINING

29 CFR 1910 Subpart I - Personal Protective Equipment 1910.134 Respiratory Protection evaluates requirements for compliance using breathing apparatus.

This is to certify that I have attended the above training program which has informed me of the following:

- ☒ Types of respirators and their limitations.
- ☒ Required medical evaluation for using respirators.
- ☒ Location of respirator equipment.
- ☒ Methods to select proper fitting respirators.
- ☒ How to inspect, use, clean, and maintain respirators.
- ☒ How to use of the following respirator types:
  - ☒ 1/2 face Air Purifying cartridge respirator
  - \_\_\_\_\_
  - \_\_\_\_\_
- ☒ Written procedures covering the safe use of respirators in dangerous atmospheres if encountered.
- ☒ How to operate in an emergency environment to avoid personal injury.
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

4/22/14  
Date

4-22-14  
Date

[Signature]  
Employee's Signature

[Signature]  
Trainer's Signature



# CERTIFICATE OF TRAINING

Paul Hildebrandt  
Employee's Name

Dynamic Aviation  
Company/Department

## PPE - HAND PROTECTION TRAINING

29 CFR 1910 Subpart I - Personal Protective Equipment, 1910.132 and 1910.138 specify PPE requirements for hand protection.

This is to certify that I have attended the above training program which has informed me of the following:

- ☒ Circumstances under which hand protection is necessary.
  - ☒ The type of hand protection necessary for each task.
  - ☒ How to properly put on, take off, adjust and wear gloves, mitts or other protection.
  - ☒ The limitations of hand protection.
  - ☒ The procedures for proper care, maintenance, useful life, and disposal.
  - ☒ Good housekeeping as an element of personal protection.
- \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4/22/14  
Date

4-22-14  
Date

[Signature]  
Employee's Signature

[Signature]  
Trainer's Signature

# CERTIFICATE OF TRAINING

Paul Hildebrandt  
Employee's Name

Dynamic Aviation  
Company/Department

## PPE - EYE AND FACE PROTECTION TRAINING

29 CFR 1910 Subpart I - Personal Protective Equipment, 1910.132 and 1910.133 specify PPE requirements for eye and face protection.

This is to certify that I have attended the above training program which has informed me of the following:

- ☒ When eye protection is necessary and the hazards present.
  - ☒ Engineering controls and their use in preventing eye injuries.
  - ☒ The type of eye protection necessary for each task.
  - ☒ How to properly put on, take off, adjust, and wear goggles, safety glasses, and face shields.
  - ☒ The limitations of eye protection.
  - ☒ Procedures for proper care, maintenance, useful life, and disposal of PPE.
  - ☒ Good housekeeping as an element of personal protection.
  - ☒ The locations of eye wash stations.
- \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4/22/14  
Date

4-22-14  
Date

Paul Hildebrandt  
Employee's Signature

Robert Ross  
Trainer's Signature

# CERTIFICATE OF TRAINING

Paul Hildebrandt  
Employee's Name

Dynamic Aviation  
Company/Department

## FLAMMABLE LIQUIDS TRAINING

29 CFR 1910 Subpart H - Hazardous Materials, 1910.106 Flammable Liquids provides handling and storage requirements.

This is to certify that I have attended the above training program which has informed me of the following:

- ☒ Flammable liquids at the facility, where they are located, and what they are used for.
- ☒ Safe handling and storage procedures.
- ☒ Location and contents of flood emergency instructions.
- ☒ New Categories for Flammable liquids 1-4
- ☐
- ☐

4/22/14  
Date

4-22-14  
Date

Paul Hildebrandt  
Employee's Signature

Rich Cross  
Trainer's Signature

# CERTIFICATE OF TRAINING

Stephen Jaquith

Employee's Name

Dynamic Aviation

Company/Department

## Hazard Communication 2012 - Specific

This is to certify that I have attended the above training program which has informed me of the following:

- ✓ The methods and observations that may be used to detect the presence or release of a hazardous chemical in the work area;
- ✓ Information on the physical, health, simple asphyxiation, combustible dust, and pyrophoric gas hazards, as well as hazards not otherwise classified;
- ✓ The measures employees can take to protect themselves from these hazards, such as appropriate work practices, emergency procedures, and the use of personal protective equipment; and,
- ✓ The details of the hazard communication program, including explanations of:
  - ✓ The labels received on shipped containers;
  - ✓ Any workplace labeling system used on in-house containers; and
  - ✓ The safety data sheet, including the order of information.
- ✓ Dibrom High Flash, Anvil, Duet

4-22-14

Date

4-22-14

Date

Employee's Signature

Trainer's Signature

# CERTIFICATE OF TRAINING

Stephen Jaquith  
Employee's Name

Dynamic Aviation  
Company/Department

## PPE - HAND PROTECTION TRAINING

29 CFR 1910 Subpart I - Personal Protective Equipment, 1910.132 and 1910.138 specify PPE requirements for hand protection.

This is to certify that I have attended the above training program which has informed me of the following:

- ✓ Circumstances under which hand protection is necessary.
- ✓ The type of hand protection necessary for each task.
- ✓ How to properly put on, take off, adjust and wear gloves, mitts or other protection.
- ✓ The limitations of hand protection.
- ✓ The procedures for proper care, maintenance, useful life, and disposal.
- ✓ Good housekeeping as an element of personal protection.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4-22-14

Date

4-22-14

Date

  
Employee's Signature

  
Trainer's Signature

# CERTIFICATE OF TRAINING

Stephen Jaquith

Employee's Name

Dynamic Aviation

Company/Department

## PPE - EYE AND FACE PROTECTION TRAINING

29 CFR 1910 Subpart I - Personal Protective Equipment, 1910.132 and 1910.133 specify PPE requirements for eye and face protection.

This is to certify that I have attended the above training program which has informed me of the following:

- ☒ When eye protection is necessary and the hazards present.
- ☒ Engineering controls and their use in preventing eye injuries.
- ☒ The type of eye protection necessary for each task.
- ☒ How to properly put on, take off, adjust, and wear goggles, safety glasses, and face shields.
- ☒ The limitations of eye protection.
- ☒ Procedures for proper care, maintenance, useful life, and disposal of PPE.
- ☒ Good housekeeping as an element of personal protection.
- ☒ The locations of eye wash stations.

4-22-14

Date

4-22-14

Date

Stephen Jaquith

Employee's Signature

Rich Cross

Trainer's Signature

# CERTIFICATE OF TRAINING

Stephen Jaquith

Employee's Name

Dynamic Aviation

Company/Department

## FLAMMABLE LIQUIDS TRAINING

29 CFR 1910 Subpart H - Hazardous Materials, 1910.106 Flammable Liquids provides handling and storage requirements.

This is to certify that I have attended the above training program which has informed me of the following:

- ☒ Flammable liquids at the facility, where they are located, and what they are used for.
- ☒ Safe handling and storage procedures.
- ☒ Location and contents of flood emergency instructions.
- ☒ New Categories for Flammable liquids 1-4
- ☐
- ☐

4-22-14

Date

4-22-14

Date



Employee's Signature



Trainer's Signature

# CERTIFICATE OF TRAINING

Stephen Jaquith

Employee's Name

Dynamic Aviation

Company/Department

## RESPIRATORY PROTECTION TRAINING

29 CFR 1910 Subpart I - Personal Protective Equipment 1910.134 Respiratory Protection evaluates requirements for compliance using breathing apparatus.

This is to certify that I have attended the above training program which has informed me of the following:

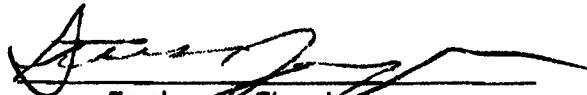
- ☒ Types of respirators and their limitations.
- ☒ Required medical evaluation for using respirators.
- ☒ Location of respirator equipment.
- ☒ Methods to select proper fitting respirators.
- ☒ How to inspect, use, clean, and maintain respirators.
- ☒ How to use of the following respirator types:
  - ☒ 1/2 face Air Purifying cartridge respirator
  - \_\_\_\_\_
  - \_\_\_\_\_
- ☒ Written procedures covering the safe use of respirators in dangerous atmospheres if encountered.
- ☒ How to operate in an emergency environment to avoid personal injury.
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

4-22-14

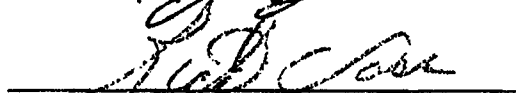
Date

4-22-14

Date



Employee's Signature



Trainer's Signature





# CERTIFICATE OF TRAINING

Debra Johnson  
Employee's Name

Dynamic Aviation  
Company/Department

## Hazard Communication 2012 - Specific

This is to certify that I have attended the above training program which has informed me of the following:

- ✓ The methods and observations that may be used to detect the presence or release of a hazardous chemical in the work area;
- ✓ Information on the physical, health, simple asphyxiation, combustible dust, and pyrophoric gas hazards, as well as hazards not otherwise classified;
- ✓ The measures employees can take to protect themselves from these hazards, such as appropriate work practices, emergency procedures, and the use of personal protective equipment; and,
- ✓ The details of the hazard communication program, including explanations of:
  - ✓ The labels received on shipped containers;
  - ✓ Any workplace labeling system used on in-house containers; and
  - ✓ The safety data sheet, including the order of information.
- ✓ Dibrom High Flash, Anvil, Duet

4/22/14  
Date

4-22-14  
Date

Debra Johnson  
Employee's Signature

[Signature]  
Trainer's Signature

# CERTIFICATE OF TRAINING

Arthur Johnson  
Employee's Name

Dynamic Aviation  
Company/Department

## RESPIRATORY PROTECTION TRAINING

29 CFR 1910 Subpart I - Personal Protective Equipment 1910.134 Respiratory Protection evaluates requirements for compliance using breathing apparatus.

This is to certify that I have attended the above training program which has informed me of the following:

- ✓ Types of respirators and their limitations.
- ✓ Required medical evaluation for using respirators.
- ✓ Location of respirator equipment.
- ✓ Methods to select proper fitting respirators.
- ✓ How to inspect, use, clean, and maintain respirators.
- ✓ How to use of the following respirator types:
  - ✓ 1/2 face Air Purifying cartridge respirator
  - 
  -
- ✓ Written procedures covering the safe use of respirators in dangerous atmospheres if encountered.
- ✓ How to operate in an emergency environment to avoid personal injury.
- 
- 
- 

4/22/14  
Date

4-22-14  
Date

Arthur Johnson  
Employee's Signature

[Signature]  
Trainer's Signature

# CERTIFICATE OF TRAINING

Autumn Johnson  
Employee's Name

Dynamic Aviation  
Company/Department

## PPE - HAND PROTECTION TRAINING

29 CFR 1910 Subpart I - Personal Protective Equipment, 1910.132 and 1910.138 specify PPE requirements for hand protection.

This is to certify that I have attended the above training program which has informed me of the following:

- ☒ Circumstances under which hand protection is necessary.
  - ☒ The type of hand protection necessary for each task.
  - ☒ How to properly put on, take off, adjust and wear gloves, mitts or other protection.
  - ☒ The limitations of hand protection.
  - ☒ The procedures for proper care, maintenance, useful life, and disposal.
  - ☒ Good housekeeping as an element of personal protection.
- \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4/22/14  
Date

4-22-14  
Date

Autumn Johnson  
Employee's Signature

Rich Cross  
Trainer's Signature

# CERTIFICATE OF TRAINING

Autumn Johnson  
Employee's Name

Dynamic Aviation  
Company/Department

## PPE - EYE AND FACE PROTECTION TRAINING

29 CFR 1910 Subpart I - Personal Protective Equipment, 1910.132 and 1910.133 specify PPE requirements for eye and face protection.

This is to certify that I have attended the above training program which has informed me of the following:

- ✓ When eye protection is necessary and the hazards present.
  - ✓ Engineering controls and their use in preventing eye injuries.
  - ✓ The type of eye protection necessary for each task.
  - ✓ How to properly put on, take off, adjust, and wear goggles, safety glasses, and face shields.
  - ✓ The limitations of eye protection.
  - ✓ Procedures for proper care, maintenance, useful life, and disposal of PPE.
  - ✓ Good housekeeping as an element of personal protection.
  - ✓ The locations of eye wash stations.
- \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4/22/14  
Date

4-22-14  
Date

Autumn Johnson  
Employee's Signature

Rob Cross  
Trainer's Signature

# CERTIFICATE OF TRAINING

Autumn Johnson  
Employee's Name

Dynamic Aviation  
Company/Department

## FLAMMABLE LIQUIDS TRAINING

29 CFR 1910 Subpart H - Hazardous Materials, 1910.106 Flammable Liquids provides handling and storage requirements.

This is to certify that I have attended the above training program which has informed me of the following:

- ☒ Flammable liquids at the facility, where they are located, and what they are used for.
- ☒ Safe handling and storage procedures.
- ☒ Location and contents of flood emergency instructions.
- ☒ New Categories for Flammable liquids 1-4

4/22/14  
Date

4-22-14  
Date

Autumn Johnson  
Employee's Signature

Rich Cross  
Trainer's Signature

Global Leaders in Mosquito Control	Regulatory Affairs, Health and Safety Quantitative Fit Test form	Clarke Mosquito Control
---	---	----------------------------

NAME

J Daniel Sherk

EMPLOYEE I. D. #

1221

DATE:

4/22/14

LOCATION

AAB Dynamic

	Respirator	Size	Results
1.	<u>3M 6300</u>	<u><del>A</del> L</u>	<u>Good</u>
2.	<u>                    </u>	<u>                    </u>	<u>                    </u>

TESTED BY:

Calvin Wilson

I have been fit tested and received training in the donning, care, use and maintenance of the above-listed respiratory protection equipment.

EMPLOYEE SIGNATURE

J Daniel Sherk

# CERTIFICATE OF TRAINING

Dan Shenk  
Employee's Name

Dynamic Aviation  
Company/Department

## Hazard Communication 2012 - Specific

This is to certify that I have attended the above training program which has informed me of the following:

- ✓ The methods and observations that may be used to detect the presence or release of a hazardous chemical in the work area;
- ✓ Information on the physical, health, simple asphyxiation, combustible dust, and pyrophoric gas hazards, as well as hazards not otherwise classified;
- ✓ The measures employees can take to protect themselves from these hazards, such as appropriate work practices, emergency procedures, and the use of personal protective equipment; and,
- ✓ The details of the hazard communication program, including explanations of:
  - ✓ The labels received on shipped containers;
  - ✓ Any workplace labeling system used on in-house containers; and
  - ✓ The safety data sheet, including the order of information.
- ✓ Dibrom High Flash, Anvil, Duet

4/22/14  
Date

4-22-14  
Date

[Signature]  
Employee's Signature

[Signature]  
Trainer's Signature



# CERTIFICATE OF TRAINING

Dan Shenk

Employee's Name

Dynamic Aviation

Company/Department

## RESPIRATORY PROTECTION TRAINING

29 CFR 1910 Subpart I - Personal Protective Equipment 1910.134 Respiratory Protection evaluates requirements for compliance using breathing apparatus.

This is to certify that I have attended the above training program which has informed me of the following:

- ☒ Types of respirators and their limitations.
- ☒ Required medical evaluation for using respirators.
- ☒ Location of respirator equipment.
- ☒ Methods to select proper fitting respirators.
- ☒ How to inspect, use, clean, and maintain respirators.
- ☒ How to use of the following respirator types:
  - ☒ 1/2 face Air Purifying cartridge respirator
  - \_\_\_\_\_
  - \_\_\_\_\_
- ☒ Written procedures covering the safe use of respirators in dangerous atmospheres if encountered.
- ☒ How to operate in an emergency environment to avoid personal injury.

4/22/14  
Date

4-22-14  
Date

Dan Shenk  
Employee's Signature

Richard Case  
Trainer's Signature

# CERTIFICATE OF TRAINING

Dan Shank  
Employee's Name

Dynamic Aviation  
Company/Department

## PPE - HAND PROTECTION TRAINING

29 CFR 1910 Subpart I - Personal Protective Equipment, 1910.132 and 1910.138 specify PPE requirements for hand protection.

This is to certify that I have attended the above training program which has informed me of the following:

- ☒ Circumstances under which hand protection is necessary.
  - ☒ The type of hand protection necessary for each task.
  - ☒ How to properly put on, take off, adjust and wear gloves, mitts or other protection.
  - ☒ The limitations of hand protection.
  - ☒ The procedures for proper care, maintenance, useful life, and disposal.
  - ☒ Good housekeeping as an element of personal protection.
- \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4/22/14  
Date

4-22-14  
Date

Dan Shank  
Employee's Signature

Rich Cross  
Trainer's Signature

# CERTIFICATE OF TRAINING

Dan Shank  
Employee's Name

Dynamic Aviation  
Company/Department

## PPE - EYE AND FACE PROTECTION TRAINING

29 CFR 1910 Subpart I - Personal Protective Equipment, 1910.132 and 1910.133 specify PPE requirements for eye and face protection.

This is to certify that I have attended the above training program which has informed me of the following:

- ✓ When eye protection is necessary and the hazards present.
  - ✓ Engineering controls and their use in preventing eye injuries.
  - ✓ The type of eye protection necessary for each task.
  - ✓ How to properly put on, take off, adjust, and wear goggles, safety glasses, and face shields.
  - ✓ The limitations of eye protection.
  - ✓ Procedures for proper care, maintenance, useful life, and disposal of PPE.
  - ✓ Good housekeeping as an element of personal protection.
  - ✓ The locations of eye wash stations.
- \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4/22/14  
Date

4-22-14  
Date

Dan Shank  
Employee's Signature

Paul Cross  
Trainer's Signature

# CERTIFICATE OF TRAINING

Don Shenk  
Employee's Name

Dynamic Aviation  
Company/Department

## FLAMMABLE LIQUIDS TRAINING

29 CFR 1910 Subpart H - Hazardous Materials, 1910.106 Flammable Liquids provides handling and storage requirements.

This is to certify that I have attended the above training program which has informed me of the following:

- ☒ Flammable liquids at the facility, where they are located, and what they are used for.
- ☒ Safe handling and storage procedures.
- ☒ Location and contents of flood emergency instructions.
- ☒ New Categories for Flammable liquids 1-4

4/22/14  
Date

4-22-14  
Date

[Signature]  
Employee's Signature

[Signature]  
Trainer's Signature

Global Leaders in Mosquito Control	Regulatory Affairs, Health and Safety Quantitative Fit Test form	Clarke Mosquito Control
---	---	----------------------------

NAME

Caleb Waite

EMPLOYEE I. D. #

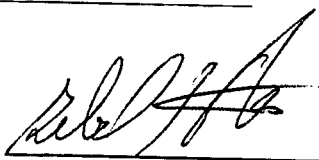
2 5 5 6

DATE: 4/22/14

LOCATION Dynamic Aviation Bridgeport

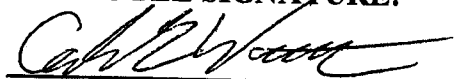
	Respirator	Size	Results
1.	<u>3M 6200</u>	<u>M</u>	<u>Good</u>
2.	<u></u>	<u></u>	<u></u>

TESTED BY:



I have been fit tested and received training in the donning, care, use and maintenance of the above-listed respiratory protection equipment.

EMPLOYEE SIGNATURE:



# CERTIFICATE OF TRAINING

Caleb Wayne  
Employee's Name

Dynamic Aviation  
Company/Department

## Hazard Communication 2012 - Specific

This is to certify that I have attended the above training program which has informed me of the following:

- ✓ The methods and observations that may be used to detect the presence or release of a hazardous chemical in the work area;
- ✓ Information on the physical, health, simple asphyxiation, combustible dust, and pyrophoric gas hazards, as well as hazards not otherwise classified;
- ✓ The measures employees can take to protect themselves from these hazards, such as appropriate work practices, emergency procedures, and the use of personal protective equipment; and,
- ✓ The details of the hazard communication program, including explanations of:
  - ✓ The labels received on shipped containers;
  - ✓ Any workplace labeling system used on in-house containers; and
  - ✓ The safety data sheet, including the order of information.
- ✓ Dibrom High Flash, Anvil, Duet

4-22-14  
Date

4-22-14  
Date

Caleb Wayne  
Employee's Signature

[Signature]  
Trainer's Signature

# CERTIFICATE OF TRAINING

Caleb White

Employee's Name

Dynamic Aviation

Company/Department

## RESPIRATORY PROTECTION TRAINING

29 CFR 1910 Subpart I - Personal Protective Equipment 1910.134 Respiratory Protection evaluates requirements for compliance using breathing apparatus.

This is to certify that I have attended the above training program which has informed me of the following:

- ☒ Types of respirators and their limitations.
- ☒ Required medical evaluation for using respirators.
- ☒ Location of respirator equipment.
- ☒ Methods to select proper fitting respirators.
- ☒ How to inspect, use, clean, and maintain respirators.
- ☒ How to use of the following respirator types:
  - ☒ 1/2 face Air Purifying cartridge respirator
  - \_\_\_\_\_
  - \_\_\_\_\_
- ☒ Written procedures covering the safe use of respirators in dangerous atmospheres if encountered.
- ☒ How to operate in an emergency environment to avoid personal injury.
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

4/22/14

Date

4-22-14

Date

Caleb White

Employee's Signature

[Signature]

Trainer's Signature

# CERTIFICATE OF TRAINING

Caleb Waite  
Employee's Name

Dynamic Aviation  
Company/Department

## PPE - HAND PROTECTION TRAINING

29 CFR 1910 Subpart I - Personal Protective Equipment, 1910.132 and 1910.138 specify PPE requirements for hand protection.

This is to certify that I have attended the above training program which has informed me of the following:

- ✓ Circumstances under which hand protection is necessary.
- ✓ The type of hand protection necessary for each task.
- ✓ How to properly put on, take off, adjust and wear gloves, mitts or other protection.
- ✓ The limitations of hand protection.
- ✓ The procedures for proper care, maintenance, useful life, and disposal.
- ✓ Good housekeeping as an element of personal protection.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4/22/14  
Date

4-22-14  
Date

Caleb Waite  
Employee's Signature

Richard Cross  
Trainer's Signature



# CERTIFICATE OF TRAINING

Caleb Waite  
Employee's Name

Dynamic Aviation  
Company/Department

## PPE - EYE AND FACE PROTECTION TRAINING

29 CFR 1910 Subpart I - Personal Protective Equipment, 1910.132 and 1910.133 specify PPE requirements for eye and face protection.

This is to certify that I have attended the above training program which has informed me of the following:

- ✓ When eye protection is necessary and the hazards present.
  - ✓ Engineering controls and their use in preventing eye injuries.
  - ✓ The type of eye protection necessary for each task.
  - ✓ How to properly put on, take off, adjust, and wear goggles, safety glasses, and face shields.
  - ✓ The limitations of eye protection.
  - ✓ Procedures for proper care, maintenance, useful life, and disposal of PPE.
  - ✓ Good housekeeping as an element of personal protection.
  - ✓ The locations of eye wash stations.
- \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4/22/14  
Date

4-22-14  
Date

Caleb Waite  
Employee's Signature

Rob Cross  
Trainer's Signature

# CERTIFICATE OF TRAINING

Caleb Waite  
Employee's Name

Dynamic Aviation  
Company/Department

## FLAMMABLE LIQUIDS TRAINING

29 CFR 1910 Subpart H - Hazardous Materials, 1910.106 Flammable Liquids provides handling and storage requirements.

This is to certify that I have attended the above training program which has informed me of the following:

- ☒ Flammable liquids at the facility, where they are located, and what they are used for.
- ☒ Safe handling and storage procedures.
- ☒ Location and contents of flood emergency instructions.
- ☒ New Categories for Flammable liquids 1-4
- ☐
- ☐

4/22/14  
Date

4-22-14  
Date

Caleb Waite  
Employee's Signature

Rich Cross  
Trainer's Signature

# CERTIFICATE OF TRAINING

Thomas White Jr  
Employee's Name

Dynamic Aviation  
Company/Department

## Hazard Communication 2012 - Specific

This is to certify that I have attended the above training program which has informed me of the following:

- ☒ The methods and observations that may be used to detect the presence or release of a hazardous chemical in the work area;
- ☒ Information on the physical, health, simple asphyxiation, combustible dust, and pyrophoric gas hazards, as well as hazards not otherwise classified;
- ☒ The measures employees can take to protect themselves from these hazards, such as appropriate work practices, emergency procedures, and the use of personal protective equipment; and,
- ☒ The details of the hazard communication program, including explanations of:
  - ☒ The labels received on shipped containers;
  - ☒ Any workplace labeling system used on in-house containers; and
  - ☒ The safety data sheet, including the order of information.
- ☒ Dibrom High Flash, Anvil, Duet

4-22-14

Date

4-22-14

Date

  
Employee's Signature

  
Trainer's Signature

# CERTIFICATE OF TRAINING

Thomas White II  
Employee's Name

Dynamic Aviation  
Company/Department

## RESPIRATORY PROTECTION TRAINING

29 CFR 1910 Subpart I - Personal Protective Equipment 1910.134 Respiratory Protection evaluates requirements for compliance using breathing apparatus.

This is to certify that I have attended the above training program which has informed me of the following:

- ☒ Types of respirators and their limitations.
- ☒ Required medical evaluation for using respirators.
- ☒ Location of respirator equipment.
- ☒ Methods to select proper fitting respirators.
- ☒ How to inspect, use, clean, and maintain respirators.
- ☒ How to use of the following respirator types:
  - ☒ 1/2 face Air Purifying cartridge respirator
  - \_\_\_\_\_
  - \_\_\_\_\_
- ☒ Written procedures covering the safe use of respirators in dangerous atmospheres if encountered.
- ☒ How to operate in an emergency environment to avoid personal injury.
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

4-22-14  
Date

4-22-14  
Date

[Signature]  
Employee's Signature

[Signature]  
Trainer's Signature

# CERTIFICATE OF TRAINING

Thomas White II  
Employee's Name

Dynamic Aviation  
Company/Department

## PPE - HAND PROTECTION TRAINING

29 CFR 1910 Subpart I - Personal Protective Equipment, 1910.132 and 1910.138 specify PPE requirements for hand protection.

This is to certify that I have attended the above training program which has informed me of the following:

- ☒ Circumstances under which hand protection is necessary.
  - ☒ The type of hand protection necessary for each task.
  - ☒ How to properly put on, take off, adjust and wear gloves, mitts or other protection.
  - ☒ The limitations of hand protection.
  - ☒ The procedures for proper care, maintenance, useful life, and disposal.
  - ☒ Good housekeeping as an element of personal protection.
- \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4-22-14  
Date

4-22-14  
Date

[Signature]  
Employee's Signature

[Signature]  
Trainer's Signature

# CERTIFICATE OF TRAINING

Thomas White II  
Employee's Name

Dynamic Aviation  
Company/Department

## PPE - EYE AND FACE PROTECTION TRAINING

29 CFR 1910 Subpart I - Personal Protective Equipment, 1910.132 and 1910.133 specify PPE requirements for eye and face protection.

This is to certify that I have attended the above training program which has informed me of the following:

- ☒ When eye protection is necessary and the hazards present.
  - ☒ Engineering controls and their use in preventing eye injuries.
  - ☒ The type of eye protection necessary for each task.
  - ☒ How to properly put on, take off, adjust, and wear goggles, safety glasses, and face shields.
  - ☒ The limitations of eye protection.
  - ☒ Procedures for proper care, maintenance, useful life, and disposal of PPE.
  - ☒ Good housekeeping as an element of personal protection.
  - ☒ The locations of eye wash stations.
- \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4-22-14  
Date

4-22-14  
Date

  
Employee's Signature

  
Trainer's Signature

# CERTIFICATE OF TRAINING

Thomas White II  
Employee's Name

Dynamic Aviation  
Company/Department

## FLAMMABLE LIQUIDS TRAINING

29 CFR 1910 Subpart H - Hazardous Materials, 1910.106 Flammable Liquids provides handling and storage requirements.

This is to certify that I have attended the above training program which has informed me of the following:

- ☒ Flammable liquids at the facility, where they are located, and what they are used for.
- ☒ Safe handling and storage procedures.
- ☒ Location and contents of flood emergency instructions.
- ☒ New Categories for Flammable liquids 1-4
- ☐
- ☐

4-22-14  
Date

4-22-14  
Date

[Signature]  
Employee's Signature

[Signature]  
Trainer's Signature

**RESTRICTED USE PESTICIDE**  
**DUE TO EYE AND SKIN CORROSIVITY HAZARD**  
For retail sale to and use only by Certified Applicators, or persons under their direct supervision, and only for those uses covered by the Certified Applicators Certification.

# **DIBROM® CONCENTRATE**

## **INSECTICIDE**

FOR USE ONLY BY FEDERAL, STATE, TRIBAL, OR LOCAL GOVERNMENT OFFICIALS RESPONSIBLE FOR PUBLIC HEALTH OR VECTOR CONTROL, OR BY PERSONS CERTIFIED IN THE APPROPRIATE CATEGORY OR OTHERWISE AUTHORIZED BY THE STATE OR TRIBAL LEAD PESTICIDE REGULATORY AGENCY TO PERFORM ADULT MOSQUITO CONTROL APPLICATIONS, OR BY PERSONS UNDER THEIR DIRECT SUPERVISION. NOT FOR USE IN AND AROUND THE HOME BY HOMEOWNERS OR PROFESSIONAL APPLICATORS.

### ACTIVE INGREDIENT:

Naled (1,2-dibromo-2,2-dichloroethyl dimethyl phosphate) . . . . . 87.4%

**INERT INGREDIENTS:** . . . . . 12.6%

**TOTAL** . . . . . 100.0%

Contains 13.2 pounds Naled per gallon.

Contains petroleum distillates

## **KEEP OUT OF REACH OF CHILDREN DANGER / PELIGRO**

Si usted no entiende la etiqueta, busque a alguien para que se la explique a usted en detalle. (If you do not understand the label, find someone to explain it to you in detail.)

<b>FIRST AID</b> Organophosphate	
<b>If in eyes:</b>	<ul style="list-style-type: none"><li>• Hold eye open and rinse slowly and gently from the side of the eye with water for 15-20 minutes.</li><li>• Remove contact lenses, if present, after the first 5 minutes, then continue rinsing eye.</li><li>• Call a poison control center or doctor for treatment advice.</li></ul>
<b>If on skin or clothing:</b>	<ul style="list-style-type: none"><li>• Take off contaminated clothing.</li><li>• Rinse skin immediately with plenty of water for 15-20 minutes.</li><li>• Call a poison control center or doctor for treatment advice.</li></ul>
<b>If Swallowed:</b>	<ul style="list-style-type: none"><li>• Immediately call a poison control center or doctor.</li><li>• Do not induce vomiting unless told to do so by a poison control center or doctor.</li><li>• Do not give any liquid to the person.</li><li>• Do not give anything by mouth to an unconscious person.</li></ul>
<b>If Inhaled:</b>	<ul style="list-style-type: none"><li>• Move person to fresh air.</li><li>• If person is not breathing, call 911 or an ambulance, then give artificial respiration, preferably mouth-to-mouth unless individual is contaminated with product.</li><li>• Call a poison control center or doctor for further treatment advice.</li></ul>

### **EMERGENCY INFORMATION**

Have the product container or label with you when calling a poison control center or doctor, or going for treatment.

FOR THE FOLLOWING EMERGENCIES, PHONE 24 HOURS A DAY:

Transportation Only: CHEMTREC.....1-800-424-9300

All Other: AMVAC.....1-323-264-3910

### **NOTE TO PHYSICIAN**

Naled is an organophosphate cholinesterase inhibitor. Contains petroleum distillates. Measurement of blood cholinesterase activity may be useful in monitoring exposure. If signs of cholinesterase inhibition appear, atropine sulfate is antidotal. 2-PAM (Protopam) is also antidotal and may be used in conjunction with atropine, but should not be used alone. Probable mucosal damage may contraindicate the use of gastric lavage. May pose an aspiration pneumonia hazard.

## **PRECAUTIONARY STATEMENTS**

### **HAZARDS TO HUMANS AND DOMESTIC ANIMALS**

**DANGER. CORROSIVE.** Causes irreversible eye and skin damage. Causes skin burns. May be fatal if swallowed. Harmful if inhaled or absorbed through the skin. Do not get in eyes, on skin, or on clothing. Do not breathe vapor or spray mist. Prolonged or frequently repeated skin contact may cause allergic reactions in some individuals.

### **PERSONAL PROTECTIVE EQUIPMENT (PPE)**

Some materials that are chemical-resistant to this product are Barrier laminate, Butyl Rubber, Nitrile Rubber, and Viton.

Mixers, loaders, and other handlers must wear:

- Protective eye wear (goggles, face shield, or safety glasses)
  - Long-sleeved shirt and long pants
  - Socks plus shoes
  - Chemical-resistant gloves (barrier laminate, butyl rubber, nitrile rubber, or viton, selection category E) and apron when mixing or loading
- See engineering controls for additional requirements.

In addition, mixers and loaders must:

- Have immediately available for use in an emergency, such as a broken package, spill, or equipment breakdown the PPE specified above for handlers engaged in those activities for which use of an engineering control is not possible

Mixers, loaders, applicators and other handlers engaged in those handler activities for which use of an engineering control is not possible, such as cleaning up a spill or leak and cleaning or repairing contaminated equipment, must wear:

- Protective eye wear (goggles, face shield, or safety glasses)
- Coveralls over long-sleeve shirt and long pants
- Chemical-resistant gloves
- Chemical-resistant footwear plus socks
- Chemical-resistant apron if exposed to the concentrate
- Chemical-resistant headgear for overhead exposure
- A respirator with an organic-vapor removing cartridge with a prefilter approved for pesticides (MSHA/NIOSH approval number prefix TC-23G), or a canister approved for pesticides (MSHA/NIOSH approval number prefix TC-14G), or a NIOSH-approved respirator with an organic vapor (OV) cartridge or canister with any R, P, or HE prefilter. Please note that N designation for respirator filters does not apply when application is made with oils.

### **USER SAFETY REQUIREMENTS**

- Follow manufacturer's instructions for cleaning/maintaining PPE. If no such instructions for washables exist, use detergent and hot water.
- Keep and wash PPE separately from other laundry. Discard clothing and other absorbent materials that have been drenched or heavily contaminated with this product's concentrate. Do not reuse them.

### **ENGINEERING CONTROLS**

- Mixers and loaders supporting aerial or mechanical ground applications must use a closed system designed by the manufacturer to enclose the pesticide to prevent it from contacting handler or other people AND the system must be functioning properly and must be used and maintained in accordance with the manufacturer's written operating instructions.
- The system must be capable of removing the pesticide from the shipping container and transferring it into mixing tanks and/or application equipment.
- At any disconnect point, the system must be equipped with a dry disconnect or dry couple shut-off device that is warranted by the manufacturer to minimize drippage to not more than 2 mL per disconnect point.

Applicators must:

- Use an enclosed cab/cockpit. Wearing specified PPE (e.g.; chemical resistant gloves) within an enclosed cab/cockpit is not required.
- Be provided and have immediately available for use in case of an emergency repair of the application equipment, the PPE specified in the PPE section of this labeling for handlers engaged in those activities for which use of an engineering control is not possible.
- Take off any PPE that was contaminated before entering or reentering the cab/cockpit.
- Store all such PPE in a closed, chemical-resistant container, such as a plastic bag, to prevent contamination of the inside of the cab/cockpit.

In addition, motorized ground-equipment applicators must:

- Use an enclosed cab with a nonporous barrier that totally surrounds the occupant and prevents contact with pesticides outside the cab. The cab must either have a properly functioning ventilation system that is used and maintained according to the manufacturer's written operating instructions and is declared in writing by the manufacturer or by a governmental agency to provide at least as much protection as the type of respirator listed in the PPE section above or the occupant must wear a respirator as specified in the PPE section above.

EPA REG. NO. 5481-480

EPA EST. NO. 5481-CA-1

EPA EST. NO. 5481-AL-1

**NET CONTENTS:**  
**AS MARKED ON CONTAINER**

  
4100 E. Washington Blvd.  
Los Angeles, CA 90023, USA  
1-323-264-3910



### User Safety Recommendations

#### Users should:

- Wash hands before eating, drinking, chewing gum, using tobacco, or using the toilet.
- Remove clothing/PPE immediately if pesticide gets inside. Then wash thoroughly and put on clean clothing.
- Remove PPE immediately after handling this product. Wash the outside of gloves before removing. As soon as possible, wash thoroughly and change into clean clothing.

It is recommended that any worker displaying clinical signs of cholinesterase-inhibition, such as headaches, nausea, and dizziness have an immediate physical examination including appropriate cholinesterase measurements. If initial examination was not conducted by a board-certified person who is certified in occupational health, then a separate examination should be conducted within 24 hours by a person so certified.

### ENVIRONMENTAL HAZARDS

This pesticide is toxic to fish, aquatic invertebrates, and wildlife. Runoff from treated areas or deposition of spray droplets into a body of water may be hazardous to fish and aquatic invertebrates. Before making the first application in a season, consult with the primary State agency responsible for regulating the pesticides to determine if permits are required or regulatory mandates exist. Do not apply over bodies of water (e.g., lakes, swamps, rivers, permanent streams, natural ponds, commercial fish ponds, marshes or estuaries), except when necessary to target areas where adult mosquitoes are present, and weather conditions will facilitate movement of applied material away from the water in order to minimize incidental deposition into the water body. Do not contaminate bodies of water when disposing of equipment washwaters or rinsate.

This product is highly toxic to bees exposed to direct treatment on blooming crops or weeds. To minimize hazard to bees, it is recommended that the product is not applied more than two hours after sunrise or two hours before sunset, limiting application to times when bees are least active. Do not apply this product or allow it to drift to blooming crops or weeds while bees are visiting the treatment area, except when applications are made to prevent or control a threat to public and/or animal health determined by a state, tribal or local health or vector control agency on the basis of documented evidence of disease causing agents in vector mosquitoes or the occurrence of mosquito-borne disease in animal or human populations, or if specifically approved by the state or the tribe during a natural disaster recovery effort.

### DIRECTIONS FOR USE

Before making the first application of the season, consult with the primary State agency responsible for regulating the use of pesticides to determine if permits are required or regulatory mandates exist.

It is a violation of Federal Law to use this product in a manner inconsistent with its labeling. **READ ENTIRE LABEL. USE STRICTLY IN ACCORDANCE WITH PRECAUTIONARY STATEMENTS AND DIRECTIONS, AND WITH APPLICABLE STATE AND FEDERAL REGULATIONS.**

#### TANK MIXES

NOTICE: Tank mixing or use of this product with any other product shall be the exclusive risk of user, applicator and/or application advisor. Read and follow the entire label of each product to be used in the tank mix with this product.

DIBROM Concentrate is a special formulation for the control of mosquitoes, flies and certain other nuisance insects. **This product cannot be diluted with water.**

#### APPLICATION RESTRICTIONS

For application by, or under the supervision of, personnel certified/trained in public health pest control or mosquito control. For each application, a record must be kept of:

- Date, time and areas where application occurred
- Type and size of spray nozzle used
- Dilution and application rate
- Speed of application vehicle (whether air or ground)
- A description of insecticide delivery system used for the specific application
- Climate factors (e.g., ambient temperature, wind speed/direction) as determined using a reliable means
- Employees involved in mixing, loading and applying DIBROM Concentrate

These records must be kept by the responsible public agency or their designee for a minimum of two years using storage methods that will allow the records to be easily retrieved.

Any system used to apply this product must be capable of providing the correct droplet size as specified below. Likewise, all applications must use the correct droplet size as specified below. Careful attention to directions concerning nozzles, nozzle positioning, air speed and droplet size is essential to avoid unwanted effects. Under-atomization produces large droplets that will quickly fall to the ground, while over-atomization produces finer droplets which either evaporate, dissipate, or drift in an unanticipated manner. Correct droplet size is critical to ensure effective mosquito control.

The entire spray system must be inspected before each operation to correct any leaks or obstructions, to detect whether the nozzle, hoses, or other parts are worn and need replacement, to ensure that the flow is properly calibrated and to determine that adequate pressure is being maintained. Adequate cleaning and maintenance of unit must be performed to ensure that the entire system is operating properly. Spray system components essential for correct droplet size must be cleaned or replaced as needed to ensure correct droplet size.

Spray during periods when ground level wind speed is equal to or greater than 1 mph. Apply when thermal activity is low. Do not apply when ambient temperature is less than 50°F.

Do not apply when it is raining in the treatment area.

Treatment of a site must be based on pest surveillance results. Do not treat any site more than 1 time per day. Do not treat any site with more than 2 fl. oz. of undiluted DIBROM Concentrate per acre within a 7 day period and the amount of undiluted DIBROM Concentrate applied to any site should not exceed 104 fl. oz. (10.73 pounds per acre of naled a.i./acre) per year. More frequent treatments may be made to prevent or control a threat to public and/or animal health determined by a state, tribal or local health or vector control agency on the basis of documented evidence of disease causing agents in vector mosquitoes or the occurrence of mosquito-borne disease in animal or human populations, or if specifically approved by the state or tribe during a natural disaster recovery effort.

#### Ground-Based Application:

Spray equipment must be adjusted so that the volume median diameter (VMD) is less than 40 microns ( $D_v 0.5 < 40 \mu m$ ) and that 90% of the spray is contained in droplets smaller than 75 microns ( $D_v 0.9 < 75 \mu m$ ). Directions from the equipment manufacturer or vendor, pesticide registrant, or a test facility using a laser-based measurement instrument must be used to adjust equipment to produce acceptable droplet size spectra. Application equipment must be tested at least annually to confirm that pressure at the nozzle and nozzle flow rate(s) are properly calibrated.

#### Aerial Application:

Spray equipment must be adjusted so that the volume median diameter produced is less than 60 microns ( $D_v 0.5 < 60 \mu m$ ) and that 90% of the spray is contained in droplets smaller than 115 microns ( $D_v 0.9 < 115 \mu m$ ). The effects of flight speed and, for non-rotary nozzles, nozzle angle on the droplet size spectrum must be considered. Directions from the equipment manufacturer or vendor, pesticide registrant, or a test facility using a wind tunnel and laser-based measurement instrument must be used to adjust equipment to produce acceptable droplet size spectra. Application equipment must be tested at least annually to confirm that pressure at the nozzle and nozzle flow rate(s) are properly calibrated.

### OPERATIONAL USE INSTRUCTIONS

- All equipment used in the mixing or application (by ground or air) of DIBROM Concentrate must be constructed of corrosion-resistant materials. Stainless steel, bronze, brass, fiberglass, polypropylene and rigid PVC have all proven to be adequately resistant to the effects of DIBROM Concentrate when properly maintained and inspected.
- Use of Teflon or Viton seals is recommended. Even when these materials are used to construct a spray system, a careful maintenance program involving flushing, cleansing and constant inspection must be followed. Avoid use of steel or galvanized steel. Strain DIBROM Concentrate as it is being loaded. Use a 100 mesh stainless steel or nylon screen. If product crystallization occurs, warm at 80°F until crystals disappear. The use of DIBROM Concentrate and some grades of diesel fuel may result in precipitates which cause nozzle clogging and operational difficulties. Flushing the system following application is required. Use of heavy aromatic naphtha "Jet A" aircraft fuel, Aromatic 150, Aromatic 200, and Aromatic 200ND have been successful.
- DIBROM Concentrate must be applied using the correct droplet size. Over-atomization produces finer droplets which either evaporate or dissipate too quickly and become unavailable for mosquito contact. If applied incorrectly, DIBROM Concentrate will spot certain automobile paint finishes. Careful attention to recommendations concerning nozzles, nozzle positioning, air speed and droplet size is essential to avoid paint spotting.

### ADULT MOSQUITO CONTROL

**Adult Mosquito Control in Residential Areas, Municipalities, Tidal Marshes, Swamps, Woodlands, and Agricultural Areas (when applied in wide-area public pest control programs sponsored by governmental entities):** It is not necessary to avoid farm buildings, dairy barns, pastures, feed or forage areas. Use in agricultural areas must be in a manner as to ensure that residues do not exceed the established federal tolerance for the active ingredient in or on raw agricultural commodities resulting from use for wide area pest control. Treat shrubbery and vegetation where mosquitoes may be present. Shrubby and vegetation around stagnant pools, marshy areas, swamps, residential areas, municipalities, woodlands, pastures, farm buildings and feedlots may be treated.

**Ultra Low Volume (ULV) Aerial Application:** Apply 1/2 to 1 fl. oz. of undiluted product per acre (equivalent to 0.05 to 0.1 lb. a.i./acre). Use the 1 fl. oz. rate where heavy vegetation exists; i.e., woodlands, etc.

**Dilute Aerial Application:** Apply 1/2 to 1 fl. oz. of undiluted DIBROM Concentrate per acre in a diluted spray solution (equivalent to 0.05 to 0.1 lb. a.i./acre). Use a diluent that is safe for use with the equipment being used and which will not harm the area being treated. Use a diluent that is compatible with Dibrom Concentrate. Test compatibility prior to using any diluent.

**Ultra Low Volume (ULV) Ground Application:** Apply DIBROM Concentrate undiluted at a rate of 1.2 fl. oz. per minute at 10 mph, applying a 300 ft. swath. This flow rate is equivalent to 0.02 lb. active per acre. In conditions of high pest pressure and/or heavy foliage, a maximum of 0.1 lb. active per acre may be applied.

Vehicles used to apply DIBROM Concentrate must be kept closed during application (air-conditioned) and equipped with an automatic flow control device. Consult equipment manufacturers for specific recommendations.

**Dilute Ground Application:** Apply 0.2 fl. oz. of DIBROM Concentrate per acre in a diluted spray solution. Use a diluent that is safe for use with the equipment being used and which will not harm the area being treated. Use a diluent that is compatible with Dibrom Concentrate. Test compatibility prior to using any diluent.

Vehicles used to apply DIBROM Concentrate must be kept closed during application (air-conditioned) and equipped with an automatic flow control device. Consult equipment manufacturers for specific recommendations.

#### **HOUSEFLIES, GNATS, CERTAIN OTHER NUISANCE INSECTS AND SUPPRESSION OF BLACKFLIES**

**Small Flying Moths, Flies (including but not limited to Crane Flies, Adult Stable Flies, Dog Flies, Biting Flies, Filth Flies), Midges in Residential Areas, Municipalities, Tidal Marshes, Swamps, Woodlands, and Agricultural Areas (when applied in wide-area public pest control programs sponsored by governmental entities):** It is not necessary to avoid farm buildings, dairy barns, and feed or forage areas. Apply 1 fl. oz. of undiluted DIBROM Concentrate per acre by ground (equivalent to 0.1 lb. a.i./acre).

#### **SUPPRESSION OF DEER FLIES AND OTHER TABANIDS**

**Deer Flies in Residential Areas, Municipalities, Tidal Marshes, Swamps, Woodlands, and Agricultural Areas (when applied in wide-area public pest control programs sponsored by governmental entities):** It is not necessary to avoid farm buildings, dairy barns, and feed or forage areas.

**Aerial Application:** Apply 1 fl. oz. of undiluted DIBROM Concentrate per acre (equivalent to 0.1 lb. a.i./acre).

#### **STORAGE AND DISPOSAL**

**PROHIBITIONS:** Do not contaminate water, food or feed by storage, disposal or cleaning of equipment. Open dumping is prohibited.

**PESTICIDE STORAGE** Keep pesticides in original container. Do not put concentrate into, or dilute in food or drink containers. For help with any spill, leak, fire or exposure involving this material, call day or night 1-323-264-3910.

**PESTICIDE DISPOSAL:** Pesticide wastes are acutely hazardous. Improper disposal of excess pesticide, spray mixture, or rinsate is a violation of Federal Law. If these wastes cannot be disposed of by use according to label instructions, contact your State Pesticide or Environmental Control Agency, or the Hazardous Waste Representative at the nearest EPA Regional Office for guidance.

##### **Container Handling:**

Returnable Container. Nonrefillable container. Do not reuse or refill this container. This container is a dedicated, single-product returnable container. Return empty container to seller at location designated by seller as a collection point. Do not break seals, add anything to container or open container after use. Do not rinse or contaminate empty container. Do not dispose of untampered empty container or use it for any other purposes. Any evidence of broken seals or other tampering or adding anything to the container renders it unfit for return. In such case, it is the obligation of the holder of the container to dispose of it properly or offer for recycling, if available.

It is required that this product be used in a **CLOSED SYSTEM**. This container may require a tank adapter. For questions regarding tank adapters, call AMVAC Customer Service at 1-888-462-6822 (1-888-GO-AMVAC).

#### **LIMITED WARRANTY AND DISCLAIMER**

The manufacturer warrants (a) that this product conforms to the chemical description on the label; (b) that this product is reasonably fit for the purposes set forth in the directions for use, subject to the inherent risks referred to herein, when it is used in accordance with such directions; and (c) that the directions, warnings, and other statements on this label are based upon responsible experts' evaluations of reasonable tests of effectiveness, of toxicity to laboratory animals and to plants and residues on food crops, and upon reports of field experience. Tests have not been made on all varieties of food crops and plants, or in all states or under all conditions.

**TO THE EXTENT CONSISTENT WITH APPLICABLE LAW, THERE ARE NO EXPRESS WARRANTIES OTHER THAN THOSE SET FORTH HEREIN. THE MANUFACTURER NEITHER MAKES NOR INTENDS, NOR DOES IT AUTHORIZE ANY AGENT OR REPRESENTATIVE, TO MAKE ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, AND IT EXPRESSLY EXCLUDES AND DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY OF FITNESS FOR A PARTICULAR PURPOSE, OR ANY WARRANTY OF QUALITY OR PERFORMANCE. THIS WARRANTY DOES NOT EXTEND TO, AND THE BUYER SHALL BE SOLELY RESPONSIBLE FOR, ANY AND ALL LOSS OR DAMAGE WHICH RESULTS FROM THE USE OF THIS PRODUCT IN ANY MANNER WHICH IS INCONSISTENT WITH THE LABEL DIRECTIONS, WARNINGS OR CAUTIONS.**

**TO THE EXTENT CONSISTENT WITH APPLICABLE LAW, BUYER'S EXCLUSIVE REMEDY AND MANUFACTURER'S OR SELLER'S EXCLUSIVE LIABILITY FOR ANY AND ALL CLAIMS, LOSSES, DAMAGES, OR INJURIES RESULTING FROM THE USE OR HANDLING OF THIS PRODUCT, WHETHER OR NOT BASED IN CONTRACT, NEGLIGENCE, STRICT LIABILITY IN TORT OR OTHERWISE, SHALL BE LIMITED, AT THE MANUFACTURER'S OPTION, TO REPLACEMENT OF, OR THE REPAYMENT OF THE PURCHASE PRICE FOR, THE QUANTITY OF PRODUCT WITH RESPECT TO WHICH DAMAGES ARE CLAIMED. IN NO EVENT SHALL MANUFACTURER OR SELLER BE LIABLE FOR SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES RESULTING FROM THE USE OR HANDLING OF THIS PRODUCT.**

AMVAC offers this product, and Buyer accepts it, subject to the foregoing Limited Warranty which may be varied only by agreement in writing signed by an authorized representative of AMVAC.

DIBROM® is a registered trademark of Amvac Chemical Corporation.

Amvac Chemical Corporation  
4100 E. Washington Blvd.  
Los Angeles, CA 90023 U.S.A.  
1-323-264-3910

## **MATERIAL SAFETY DATA SHEET**

### **1. CHEMICAL PRODUCT AND COMPANY IDENTIFICATION**

**PRODUCT NAME:** DIBROM® CONCENTRATE

**GENERAL USE:** Insecticide

**PRODUCT DESCRIPTION:** Off-white to straw yellow liquid with a sharp, pungent odor

**EPA REGISTRATION NUMBER:** 5481-480

**MSDS NUMBER:** 260\_11

**CURRENT REVISION DATE:** 13 December, 2011

**MANUFACTURER:**

**AMVAC CHEMICAL CORPORATION**

4100 E. Washington Blvd.

Los Angeles, CA 90023-4406

**PHONE:** 323-264-3910

**FAX:** 323-268-1028

**EMERGENCY TELEPHONE NUMBERS:**

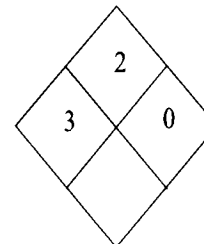
**MANUFACTURER:** 323-264-3910

**TRANSPORTATION (24 HOURS)**

**CHEMTREC:** 800-424-9300

**OTHER (24 HOURS)**

**AMVAC:** 323-264-3910



### **2. COMPOSITION/INFORMATION ON INGREDIENTS**

<b>Component</b>	<b>Naled</b>	<b>DDVP</b>	<b>Naphthalene</b>
<b>Synonyms</b>	1,2-Dibromo-2,2-dichloroethyl dimethylphosphate; DIBROM®	2,2-Dichloroethenyl dimethylphosphate; DICHLORVOS	
<b>CAS Number</b>	300-76-5	62-73-7	91-20-3
<b>Hazard</b>	Poison; Corrosive	Poison, Possible carcinogen	Possible Carcinogen
<b>Wt%, Typical</b>	87.4%	less than 2%	less than 1%
<b>Exposure Limits</b>	OSHA PEL: 3 mg/m <sup>3</sup> ACGIH TLV: 0.1 mg/m <sup>3</sup>	OSHA PEL: 1 mg/m <sup>3</sup> ACGIH TLV 0.1 mg/m <sup>3</sup>	OSHA PEL: 10 ppm ACGIH TLV: 10 ppm ACGIH STEL: 15 ppm

DIBROM is a Registered Trademark of AMVAC Chemical Corporation.

3. **HAZARDS IDENTIFICATION**

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**EMERGENCY OVERVIEW:**

**DANGER! POISON! CORROSIVE!** An off-white to straw yellow liquid with a sharp, pungent odor that causes irreversible eye and skin damage. May be fatal if swallowed, inhaled or absorbed through skin and eyes. Is a cholinesterase inhibitor. Rapidly absorbed through skin. Repeated inhalation or skin contact may, without symptoms, progressively increase susceptibility to organophosphate (including Naled) poisoning. May be an aspiration hazard. May cause an allergic reaction.

**PRODUCT is combustible.**

**TOXIC to fish, birds, and other wildlife.**

**KEEP OUT OF THE REACH OF CHILDREN!**

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**POTENTIAL HEALTH EFFECTS**

**ROUTE(S) OF ENTRY:** May be fatal if swallowed, inhaled or absorbed through skin and eyes. May produce acute cholinesterase depression. May cause corrosive destruction of the skin, mucous membranes and the eyes.

**SIGNS OF ACUTE OVEREXPOSURE:** Acute cholinesterase depression may be evidenced by headache, nausea, vomiting, diarrhea, abdominal cramps, excessive sweating, salivation and tearing, constricted pupils, blurred vision, tightness in chest, weakness, muscle twitching and confusion; in extreme cases, unconsciousness, convulsions, severe respiratory depression and death may occur.

This product is expected to be corrosive to the eyes. The degree of injury will depend on the amount and duration of the contact and the speed and thoroughness of the first aid treatment. Expected adverse health effects resulting from direct exposure to the eye may include pain, tears, swelling, redness, blurred vision, irreversible eye damage and possibly blindness.

This product is expected to be corrosive to the skin. The degree of injury will depend on the amount and duration of the contact and the speed and thoroughness of the first aid treatment. The expected adverse health effects resulting from a direct exposure to the skin may include pain or a feeling of heat, discoloration, swelling, blistering, and irreversible tissue damage. This product is expected to be corrosive to the digestive tract, and, if ingested, may cause nausea, vomiting and diarrhea.

This product is expected to be corrosive to the respiratory tract, and, if inhaled, may cause symptoms that include nasal discharge, sore throat, coughing, bronchitis, pulmonary edema, and difficulty in breathing.

**3. HAZARDS IDENTIFICATION, cont'd**

**SIGNS OF CHRONIC OVEREXPOSURE:** Repeated exposures to small doses of Naled and other organophosphates may lower the cholinesterase to levels where the above symptoms of acute overexposure are observed.

**CARCINOGENICITY:** There is no evidence of carcinogenicity in laboratory animals with Naled Technical. EPA under its 1999 proposed Guidelines for Carcinogen Risk Assessment has classified DDVP, an impurity in Naled, as having "suggestive evidence of carcinogenicity, but not sufficient to assess human carcinogenic potential.". IARC lists DDVP (Dichlorvos) as being possibly carcinogenic to humans (Group 2B). Based on the results of testing in mice, the IARC has recently classified Naphthalene, a component of the solvent used for this formulation, as being possibly carcinogenic to humans (Group 2B). **CARE SHOULD BE EXERCISED IN HANDLING THIS FORMULATION.**

**MEDICAL CONDITIONS AGGRAVATED BY EXPOSURE:** Preexisting conditions which lower cholinesterase levels increase vulnerability to cholinesterase depression. These include: (for plasma) genetic cholinesterase deficiency; advanced liver disease; chronic alcoholism; malnutrition; dermatomyositis; existing toxicity from exposure to carbon disulfide; benzalkonium salts, organic mercury compounds, ciguatoxins or solanines; and (for RBC) hemolytic anemias.

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**4. FIRST AID MEASURES**

**DIBROM® CONCENTRATE CONTAINS A CHOLINESTERASE INHIBITOR (NALED). A PHYSICIAN SHOULD BE CONTACTED IN ALL CASES OF EXPOSURE TO NALED AND ITS FORMULATIONS.**

**THIS PRODUCT IS CORROSIVE TO EYES AND SKIN.**

**EYES:** Immediately flush the eyes with copious amounts of clear, cool running water for a minimum of 15 minutes. Hold the eyelids apart during the flushing to ensure rinsing of the entire surface of the eyes and lids with water. Contact a physician immediately. If there will be a delay in getting medical attention, rinse the eyes for at least another 15 minutes.

**INHALATION:** Remove victim to fresh air. If breathing has ceased, clear the victim's airway and start mouth-to-mouth artificial respiration. If breathing is difficult, give oxygen. Contact a physician immediately.

**INGESTION:** DO NOT induce vomiting. If victim is conscious, administer an 8 oz. glass of water containing 2 tbsp. activated charcoal. Have person lie on their left side to slow down absorption of the ingested material. Never give anything by mouth to an unconscious person. Contact a physician immediately.

**SKIN:** Immediately flush all affected areas with large amounts of clear water for at least 15 minutes. Remove contaminated clothing. Do not attempt to neutralize with chemical agents. Wash clothing before reuse. Contact a physician immediately.

#### **4. FIRST AID MEASURES, cont'd**

**NOTE TO PHYSICIANS:** This is an **Organophosphate (OP) Insecticide**. Do not wait for laboratory confirmation to treat patients with strong clinical evidence of poisoning. In the USA and other countries, contact your local or national poison control center for more information.

**Do Not** handle the patient without the following protective equipment in place: chemical resistant gloves and apron (preferably nitrile). Remove contaminated clothing and do not reuse without thorough cleaning with detergent and hot water. Dispose of heavily contaminated clothing, including shoes, as a hazardous waste.

Establish airway and oxygenation. IV Atropine sulfate is the antidote of choice. Moderately severe poisoning: use 0.4-2.0 mg in adults or 0.05 mg/kg in children. Repeat every 15 minutes until atropinization is achieved. Severe poisoning may require larger doses. Cholinergic toxicity may recur as atropinization wears off; monitor patient closely. Draw blood for RBC and plasma cholinesterase. In addition, Pralidoxime (2-PAM) is indicated during the first 36 hours in severe poisonings. Slow IV administration (no less than 2 minutes) of 1 g in adults or 20-50 mg/kg in children may be repeated in 1 to 2 hours if muscle weakness, twitching, and/or respiratory depression persist. Avoid morphine, aminophylline, phenothiazines, reserpine, furosemide and ethacrynic acid.

Bathe and shampoo contaminated skin and hair. If ingested, empty stomach. Due to the presence of aromatic solvents, gastric lavage should be considered following intubation with a cuffed endotracheal tube to prevent aspiration of vomitus. Activated charcoal is useful to further limit absorption.

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#### **5. FIRE FIGHTING MEASURES**

##### **FLAMMABLE PROPERTIES**

Flash Point: 151°F (closed cup)

Autoignition Temperature: No data available

Flammable Limits:

Lower flammable limit: No data available

Upper flammable limit: No data available

Flammability: This is a combustible liquid that will burn when heated (NFPA rating = 2)

##### **EXPLOSIVITY**

Mechanical Impact: Not explosive

Static Discharge: Will not occur

**HAZARDOUS COMBUSTION PRODUCTS:** This product will emit toxic fumes when burned, including hydrogen chloride, hydrogen bromide, phosphorous oxides and carbon monoxide. Vapors of the unburned product may also be hazardous. Contact with the fumes and vapors should be avoided by staying upwind and by wearing impervious clothing and positive pressure self-contained breathing apparatus.

**EXTINGUISHING MEDIA:** Foam, dry chemical, carbon dioxide, water spray (fog).

**5. FIRE FIGHTING MEASURES, cont'd**

**FIRE FIGHTING INSTRUCTIONS:** Evacuate nonessential personnel from the area. Keep upwind. Wear self-contained breathing apparatus and impervious clothing, including gloves and eye protection. Clean all clothing before reuse.

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**6. ACCIDENTAL RELEASE MEASURES**

**GENERAL:** Evacuate personnel and thoroughly ventilate the area. Use adequate ventilation and air-supplied respirators, as well as impervious clothing and safety goggles. Keep bystanders upwind and away from the spill.

**SMALL SPILL:** Cover with nonflammable absorbent (clay, sand, oil dry, kitty litter, etc.) to absorb the liquid. Sweep into an open plastic drum. Decontaminate the area and equipment with dilute alkali or ammonia (less than 5% solution) and detergent. Flush the area with water. Absorb and sweep into the same open plastic drum. Close the drum and dispose of as a hazardous waste.

**LARGE SPILL:** Dike the spill to prevent contamination of local water sources. Siphon the majority of the liquid into drums for use or disposal, depending on the circumstances. Clean the area as described for a small spill.

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**7. HANDLING AND STORAGE**

**HANDLING:** Prevent skin contact. Do not breathe fumes. Wear appropriate personal protective equipment (See Section 8). Wash thoroughly and change clothes after handling. Keep product away from food drink, cosmetics, and tobacco products. See product label for more detailed handling procedures.

**STORAGE:** Do not contaminate water, food or feed by storage or disposal. Store product in a cool, dry, locked place out of reach of children. Store in original container.

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**8. EXPOSURE CONTROLS/PERSONAL PROTECTION**

**ENGINEERING CONTROLS:** A well-ventilated area is recommended for handling DIBROM® CONCENTRATE. Use of mechanical or local exhaust systems is recommended.

**RESPIRATORY PROTECTION:** When respiratory protection is required, or concentrations may exceed the PEL, use a NIOSH/MSHA approved air-purifying respirator equipped with organic vapor cartridges or canisters. For emergency and other conditions where the exposure limit may be greatly exceeded, use an approved positive-pressure, self-contained breathing apparatus or positive-pressure airline with auxiliary self-contained air supply.

**8. EXPOSURE CONTROLS/PERSONAL PROTECTION, cont'd**

**SKIN PROTECTION:** Chemical resistant gloves (preferably nitrile), body covering clothing that has long sleeves and long pants, and chemical resistant shoes or boots, are required to prevent skin contamination. A chemical resistant apron is required when there is a risk of spillage or splashing. Wear clean clothes daily. Wash well with soap and water after handling this product. See the label for more specific instructions.

**EYE PROTECTION:** Safety glasses should be worn whenever working with chemicals. Goggles or a faceshield are required if there is a chance of splashing.

**OTHER PROTECTION:** There should be an eyewash station and a safety shower in the work area.

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**9. PHYSICAL AND CHEMICAL PROPERTIES**

<b>PHYSICAL STATE:</b>	Liquid
<b>APPEARANCE:</b>	An off-white to straw yellow color
<b>ODOR:</b>	Sharp, pungent, with overtones of aromatic solvent
<b>ODOR THRESHOLD:</b>	No data available
<b>BOILING POINT:</b>	320°F/160°C
<b>FREEZING/MELTING POINT:</b>	60°F/15°C
<b>SPECIFIC GRAVITY:</b>	1.794 to 1.831
<b>BULK DENSITY:</b>	14.97 to 15.28 lb/gal
<b>VAPOR PRESSURE (mm/Hg):</b>	10 mm Hg @ 100°F
<b>VAPOR DENSITY:</b>	Heavier than air
<b>PERCENT VOLATILE BY VOLUME:</b>	5%
<b>SOLUBILITY IN WATER:</b>	0.2%
<b>SOLUBILITY (Other):</b>	This product is soluble in aromatic hydrocarbons, chlorinated hydrocarbons, ketones, and esters
<b>PARTITION COEFFICIENT (O/W):</b>	Approx. 100 (a.i.) at ambient temperatures
<b>pH:</b>	Not available
<b>EVAPORATION RATE:</b>	Not available

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**10. STABILITY AND REACTIVITY**

**CHEMICAL STABILITY:** This product is stable under normal use and storage conditions. It may be photochemically reactive.

**INCOMPATIBILITY:** Unstable in the presence of iron or alkaline media. Corrosive to iron, aluminum and magnesium. Hydrolyzes slowly under neutral or acid conditions.

**HAZARDOUS DECOMPOSITION PRODUCTS:** Heating product to decomposition will cause emission of acrid smoke and fumes of hydrogen chloride, hydrogen bromide, phosphorous oxides, carbon oxides and unknown organic compounds.

**HAZARDOUS POLYMERIZATION:** This product will not polymerize.

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## 11. TOXICOLOGICAL INFORMATION

**GENERAL:** The following information is available for Naled technical and two related formulations, DIBROM® 8 and DIBROM® 14:

<b>INGESTION:</b>	Oral LD <sub>50</sub> (rat):	>50 mg/kg <500 mg/kg (Naled Technical)
<b>INHALATION:</b>	Inhalation LC <sub>50</sub> (rat):	1.51/>2.07 mg/L (male/female), 4 hr (DIBROM® 8)
<b>DERMAL:</b>	Skin LD <sub>50</sub> (rabbit):	4037 mg/kg (female/male) Naled Technical
<b>IRRITATION:</b>	Eye irritation:	Corrosive (DIBROM® 14) Tox. Cat. I
	Skin irritation:	Corrosive (DIBROM® 14) Tox. Cat. I
<b>SENSITIZATION:</b>	Skin sensitization: (guinea pig)	Weak Skin Sensitizer (Naled Technical)

**TERATOGENICITY:** Maternal toxicity in rats was observed at 40 mg/kg/day (body weight loss, tremors, painful or difficult breathing, and decreased activity) using Naled Technical (a.i.). No developmental effects were observed at this dose level. The maternal NOEL was 10 mg/kg/day. The developmental NOEL was 40 mg/kg/day.

**REPRODUCTIVE TOXICITY:** In a two-generation rat reproduction study with Naled Technical (a.i.), a decrease in male body weight gain was observed at 18 mg/kg/day; however, no effects on reproduction were found in adult animals. Decreases in offspring survival, number of pups born and decreased pup weights were noted at 18 mg/kg/day. The NOEL for both adults and offspring was 6 mg/kg/day.

**MUTAGENICITY:** No evidence of mutagenicity activity from *in vitro* and *in vivo* tests, using Naled Technical (a.i.).

**CARCINOGENICITY:** No evidence of carcinogenicity in laboratory animals with Naled Technical. However, EPA under its 1999 proposed Guidelines for Carcinogen Risk Assessment has classified DDVP, an impurity in Naled, as having "suggestive evidence of carcinogenicity, but not sufficient to assess human carcinogenic potential." Based on the results of testing in mice, the IARC has recently classified Naphthalene, a component of the solvent used for this formulation, as being possibly carcinogenic to humans (Group 2B).

**TOXICOLOGICALLY SYNERGISTIC PRODUCTS:** No data available.

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## 12. ECOLOGICAL INFORMATION

**GENERAL:** This product is toxic to fish, birds, and other wildlife. Keep out of any body of water. Do not contaminate water when disposing of equipment washwaters or wastes.

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## 13. DISPOSAL CONSIDERATIONS

**WASTE DISPOSAL:** Pesticide wastes are acutely hazardous. Improper disposal of excess pesticide, spray mixture or rinsate is a violation of Federal law. If these wastes cannot be disposed by use according to label instructions, contact your nearest State Pesticide or Environmental Control Agency, or the Hazardous Waste representative at the nearest EPA regional office for guidance. Open dumping is prohibited.

**13. DISPOSAL CONSIDERATIONS, cont'd**

**CONTAINER DISPOSAL:** Triple rinse (or equivalent). Then offer for recycling or reconditioning, or puncture and dispose of container in a sanitary landfill or by incineration, or, if allowed by State and local authorities, by burning. If burned, stay out of smoke. Contact your nearest State Pesticide or Environmental Control Agency, or the Hazardous Waste representative at the nearest EPA regional office for guidance. Open dumping is prohibited.

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**14. TRANSPORTATION INFORMATION**

<b>DOT CLASS:</b>	8*, 6.1
<b>CANADA SHIPPING CLASS:</b>	8, 6.1
<b>ADR CLASS (road):</b>	8, 6.1
<b>AUSTRALIAN SHIPPING CLASS:</b>	8, 6 Subsection 111
<b>UN NUMBER:</b>	UN2922
<b>IMDG CLASS (sea):</b>	8, 6.1
<b>IATA CLASS (air):</b>	8, 6.1
<b>MARINE POLLUTANT:</b>	Yes
<b>PACKING GROUP:</b>	III
<b>HAZARD LABEL(S):</b>	CORROSIVE, TOXIC
<b>PROPER SHIPPING NAME(S):</b>	Corrosive liquids, toxic, n.o.s. (Naled)
<b>REPORTABLE QUANTITY:</b>	Yes
<b>(DOT, 172.101, Appendix A)</b>	

**TYPICAL PACKAGING :** 30 gallon polyethylene drums  
**(General Description)**

**\* NOTE:** A study run with Naled Technical showed that it is considered non-corrosive by DOT criteria when applied to the intact skin of albino rabbits. However, DIBROM® 8 Emulsive, a similar product to DIBROM® Concentrate, is corrosive to carbon steel at a rate exceeding 0.25 inches per year, so it is a packing group III corrosive for DOT purposes.

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**15. REGULATORY INFORMATION**

**U.S. FEDERAL REGULATIONS:** This product is registered under EPA/FIFRA Regulations. It is a violation of Federal Law to use this product in any manner inconsistent with its labeling. Read and follow all label directions. This product is excluded from listing requirements under EPA/TSCA.

**CANADIAN REGULATIONS:** This product is not registered under the Pest Control Product Act of Canada.

**EUROPEAN UNION REGULATIONS:** This product is not registered in the European Union.

**15. REGULATORY INFORMATION, cont'd**

**SARA TITLE III DATA**

**Section 311 & 312 Hazard Categories:**

Immediate Health Hazard:	Yes
Delayed Health Hazard:	Yes
Fire Hazard:	Yes
Reactive Hazard:	No
Sudden Pressure Release Hazard:	No

**Section 302 Extremely Hazardous Substances:** DDVP (Dichlorvos, 62-73-7)

**Section 313 Toxic Chemicals:** Naled (300-76-5); DDVP (Dichlorvos, 62-73-7);  
Naphthalene (91-20-3)

**CERCLA/EHS Reportable Quantities:** DDVP (Dichlorvos) - 10 lbs; Naled - 10 lbs;  
Naphthalene - 100 lbs; Product (calc'd) - 11 lbs (based on Naled content)

**STATE REGULATIONS:**

**CALIFORNIA (Proposition 65):** This product contains chemicals known to the State of California to cause cancer - DDVP, Naphthalene.

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**16. OTHER INFORMATION**

**MSDS STATUS:**

**Date This Revision:** 13 December, 2011

**Date Previous Revision:** 24 October, 2008

**Person Responsible for Preparation:** Gary A. Braden

**REASONS FOR REVISION:** Annual review. Reference to registration in Australia was removed.  
Minor formatting changes were made throughout the msds.

**DISCLAIMER:** This information is provided for the limited guidance to the user. While AMVAC believes that the information is, as of the date hereof, reliable, it is the user's responsibility to determine the suitability of the information for its purposes. The user is advised not to construe the information as absolutely complete since additional information may be necessary or desirable when particular, exceptional, or variable conditions or circumstances exist (like combinations with other materials), or because of applicable regulations. No express or implied warranty of merchantability or fitness for a particular purpose or otherwise is made hereunder with respect to the information or the product to which the information relates.

**16. OTHER INFORMATION, cont'd**

**ABBREVIATIONS:**

a.i.	-	active ingredient
ACGIH	-	American Conference of Governmental Industrial Hygienists
ADR	-	Mark used to indicate European Approval for the Transport of Dangerous Goods by Road
CERCLA	-	Comprehensive Environmental Response, Compensation, and Liability Act
DOT	-	Department of Transportation (USA)
EPA	-	Environmental Protection Agency
FIFRA	-	Federal Insecticide, Fungicide, and Rodenticide Act
IARC	-	International Agency for Research on Cancer
IATA	-	International Air Transport Association
IMDG	-	International Maritime Dangerous Goods
NTP	-	National Toxicology Program
SARA	-	Superfund Amendments and Reauthorization Act
Tox. Cat.	-	Toxicity Category
TSCA	-	Toxic Substances Control Act

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This is the last page of this MSDS. There should be 10 pages.



# DUET™

## Dual-Action Adulticide

For use only by federal, state, tribal or local government officials responsible for public health or vector control, or by persons certified in the appropriate category or otherwise authorized by the state or tribal lead pesticide regulatory agency to perform adult mosquito control applications, or by persons under their direct supervision.

A Quick Knockdown Oil Soluble Synergized Synthetic Pyrethroid for Effective Control of Adult Mosquitoes Gnats Biting and Non-Biting Midges and Blackflies in Outdoor Residential & Recreational Areas.

#### ACTIVE INGREDIENTS

Prallethrin, (RS)-2-methyl-4-oxo-3-(2-propynyl) cyclopent-2-enyl-(1RS)-cis,trans-chrysanthemate.....	1.00%
Sumithrin® 3-Phenoxybenzyl-(1RS, 3RS, 1RS, 3SR)-2,2-dimethyl-3-(2-methylprop-1-enyl) cyclopropanecarboxylate.....	5.00%
Piperonyl Butoxide*	5.00%
OTHER INGREDIENTS**.....	89.00%
	100.00%

Contains 0.075 lbs of Prallethrin/Gallon, 0.375 lbs of Sumithrin/Gallon and 0.375 lbs of Piperonyl Butoxide (PBO)/Gallon

\* (butyl carbityl) (6-propylpiperonyl) ether and related compounds

\*\* Contains petroleum distillate

### KEEP OUT OF REACH OF CHILDREN

### CAUTION

**PRECAUCION AL USUARIO:** Si usted no lee ingles, no use este producto hasta que la etiqueta haya sido explicado ampliamente

#### FIRST AID

Have the product container or label with you when calling a poison control center doctor, or going for treatment. For information regarding medical emergencies or pesticide incidents, call 1-888-740-8712.

#### IF SWALLOWED:

Immediately call a poison control center or doctor. Do not induce vomiting unless told to do so by a poison control center or a doctor. Do not give any liquid to the person. Do not give anything by mouth to an unconscious person.

**NOTE TO PHYSICIAN:** Contains petroleum distillates - vomiting may cause aspiration pneumonia.

#### PRECAUTIONARY STATEMENTS

##### HAZARDS TO HUMANS AND DOMESTIC ANIMALS

**CAUTION.** Harmful if swallowed. Wash thoroughly with soap and water after handling and before eating, drinking, chewing gum, or using tobacco. Remove and wash contaminated clothing before reuse.

**Personal Protective Equipment (PPE):** Mixers, loaders, applicators, and other handlers must wear the following: long-sleeve shirt, long pants, shoes and socks. See engineering controls for additional requirements.

**User Safety Requirements:** Follow manufacturer's instructions for cleaning/maintaining PPE. If no such instructions for washables exist, use detergent and hot water. Keep and wash PPE separately from other laundry. Discard clothing and other absorbent material that have been drenched or heavily contaminated with the product's concentrate. Do not reuse them.

**USER SAFETY RECOMMENDATIONS:** Users should wash hands before eating, drinking, chewing gum, using tobacco, or using the toilet. Users should remove clothing/PPE immediately if pesticide gets inside. Then wash thoroughly and put on clean clothing. Users should remove PPE immediately after handling this product. As soon as possible, wash thoroughly and change into clean clothing.

**Engineering Controls:** Pilots must use an enclosed cockpit that meets the requirements listed in the Worker Protection Standard (WPS) for agricultural pesticides [40 CFR 170.240(d)(6)]. Human flagging is prohibited. Flagging to support aerial applications is limited to use of the Global Positioning System (GPS) or mechanical flaggers.

#### ENVIRONMENTAL HAZARDS

This pesticide is highly toxic to aquatic organisms, including fish and aquatic invertebrates. Runoff from treated areas or deposition of spray droplets into a body of water may be hazardous to fish and aquatic invertebrates. Before making the first application in a season, it is advisable to consult with the state or tribal agency with primary responsibility for pesticide regulation to determine if other regulatory requirements exist. Do not apply over bodies of water (lakes, rivers, permanent streams, natural ponds, commercial fish ponds, swamps, marshes, or estuaries) except when necessary to target areas where adult mosquitoes are present, and weather conditions will facilitate movement of applied

material beyond the body of water in order to minimize incidental deposition into the water body. Do not contaminate bodies of water when disposing of equipment rinsate or wash waters.

This product is highly toxic to bees exposed to direct treatment on blooming crops or weeds. Do not apply to or allow drift onto blooming crops or weeds when bees are visiting the treatment area, except when applications are made to prevent or control a threat to public and/or animal health determined by a state, tribal, or local health or vector control agency on the basis of documented evidence of disease causing agents in vector mosquitoes, or the occurrence of mosquito-borne disease in animal or human populations, or if specifically approved by the state or tribe during a natural disaster recovery effort.

#### PHYSICAL OR CHEMICAL HAZARDS

Do not use or store near heat or open flame.

#### DIRECTIONS FOR USE

**It is a violation of Federal Law to use this product in a manner inconsistent with its labeling.**

#### USE RESTRICTIONS

For use only by federal, state, tribal, or local government officials responsible for public health or vector control, or by persons certified in the appropriate category or otherwise authorized by the state or tribal lead pesticide regulatory agency to perform adult mosquito control applications, or by persons under their direct supervision.

**IN CALIFORNIA:** This product is to be applied by County Health Department, State Department of Health Services, Mosquito and Vector Control or Mosquito Abatement District personnel only.

**IN FLORIDA:** Do not apply by aircraft unless approved by the Florida Department of Agriculture and Consumer Services.

Do not treat a site with more than 0.0036 lbs of each a.i., Sumithrin and piperonyl butoxide (0.00072 lbs prallethrin) per acre in a 24-hour period. Do not exceed 0.1 lb of Sumithrin or piperonyl butoxide or 0.02 lb prallethrin per acre in any site in one year. More frequent applications may be made to prevent or control a threat to public and/or animal health determined by a state, tribal, or local health or vector control agency on the basis of documented evidence of disease causing agents in vector mosquitoes or the occurrence of mosquito-borne disease in animal or human populations, or if specifically approved by the state or tribe during a natural disaster recovery effort.

**NOTE:** When rotating products with other insecticides containing PBO, do not exceed 2 lbs PBO per acre per year.

Do not contaminate food, feed or drinking water. Do not contaminate pastureland, rangeland, cropland, poultry ranges or potable water supplies with spray drift. In treatment of corrals, feed lots, swine lots and zoos, cover any exposed drinking water, drinking water fountains and animal feed before application.

Not for use in outdoor residential misting systems. Not for use in metered release systems.

DUET cannot be diluted in water. Dilute this product with light mineral oil if dilution is preferred.

#### USE INFORMATION

DUET is approved for application as a thermal aerosol and as an Ultra Low Volume (ULV) nonthermal aerosol (cold fog) in mosquito adulticiding programs involving outdoor residential and recreational areas where adult mosquitoes are present in annoying numbers, and in vegetation surrounding parks, woodlands, swamps, marshes, overgrown areas and golf courses.

For best results, apply when mosquitoes are most active and meteorological conditions are conducive to keeping the spray cloud close to the ground. Application in calm air conditions is to be avoided. Apply only when wind speed is greater than or equal to 1 mph. All types of applications should be conducted at temperatures above 50 °F.

#### SPRAY DROPLET SIZE DETERMINATION

**Ground-based, wide area mosquito abatement application:** Spray equipment must be adjusted so that the volume median diameter (VMD) is between 8 and 30 microns (Dv 0.5 < 30 um) and that 90% of the spray is contained in droplets smaller than 50 microns (Dv 0.9 < 50 um). Directions from the equipment manufacturer or vendor, pesticide registrant, or a test facility using a laser-based measurement instrument must be used to adjust equipment to produce acceptable droplet size spectra. Application equipment must be tested at least annually to confirm that pressure at the nozzle and nozzle flow rate(s) are properly calibrated.

**Aerial Equipment, wide area mosquito abatement application:** Spray equipment must be adjusted so that the volume median diameter produced is less than 60 microns (Dv 0.5 < 60 um) and that 90% of the spray is contained in droplets smaller than 115 microns (Dv 0.9 < 115 um). The effects of flight speed and, for non-rotary atomizers, nozzle angle on the droplet size spectrum must be considered. Directions from the equipment manufacturer or vendor, pesticide registrant, or a test facility using a wind tunnel and laser-based measurement instrument must be used to adjust equipment to produce acceptable droplet size spectra. Application equipment must be tested at least annually to confirm that pressure at the nozzle and nozzle flow rate(s) are properly calibrated.

#### GROUND U.L.V. APPLICATION

To control Mosquitoes and other listed insects, apply DUET at a flow rate of 2.5 to 7.4 fluid ounces per minute at an average vehicle speed of 10 mph using a swath width of 300 feet for acreage calculations (see chart below). Under normal residential conditions a flow rate of 4.6 fluid ounces per minute is rec-

ommended. If a different vehicle speed is used, adjust rate accordingly. These rates are equivalent to 0.00024 to 0.00072 pounds of prallethrin and 0.0012 to 0.0036 pounds of sumithrin and piperonyl butoxide per acre. Vary flow rate according to vegetation density and mosquito population. Use higher flow rate in heavy vegetation or when populations are high. DUET may also be diluted with a suitable solvent such as mineral oil and applied by GROUND ULV equipment so long as 1.23 fluid ounces per acre of DUET is not exceeded. Refer to the dilution tables on this label for flow rate calculations for diluted end-use formulations of DUET.

Pounds a.i./Acre		DUET Fl oz/Acre	Application Rates in Fl.oz./Minute at truck speeds of:			
Prallethrin	Sumithrin/ PBO		5 MPH	10 MPH	15 MPH	20 MPH
0.00072	0.0036	1.23	3.7	7.4	11.2	14.9
0.00044	0.0022	0.75	2.3	4.6	6.8	9.1
0.00036	0.0018	0.61	1.9	3.7	5.6	7.4
0.00024	0.0012	0.41	1.2	2.5	3.7	5.0

DUET may also be applied with non-thermal portable motorized backpack equipment adjusted to deliver ULV particles of less than 100 microns VMD. Use 0.41 to 1.23 fl.oz. of the undiluted spray per acre (equal to 0.0012 to 0.0036 lb sumithrin/acre) as a 50 ft swath while walking at a speed of 2 mph. Dilute with a suitable mineral oil if dilution is preferred. Do not exceed 1.23 fl.oz. of the undiluted spray per acre. Do NOT use portable backpack equipment for application in enclosed spaces.

DUET may be applied through truck mounted thermal fogging equipment. Do not exceed the maximum rates listed above. May be applied at speeds of 5 to 20 mph. To reduce oil requirement and sludge buildup in equipment, use a 60-100-second viscosity mineral "fog" oil or other fuel-type oil. Use a clean, well-maintained and properly calibrated fogger. Do not wet foliage since oil base formulations may be phytotoxic. For use with hand-carried foggers, use same rates of active ingredient per acre and a swath width of 50 ft with a walking speed of 2 mph. Fog downwind, with the wind at your back. Do NOT use hand-carried foggers for application in enclosed spaces.

#### AERIAL APPLICATION

DUET may be applied at rates of 0.41 to 1.23 fl.oz DUET per acre by fixed wing or rotary aircraft equipped with suitable ULV application equipment. Appropriate spray systems include rotary atomizers, flat fan, high pressure, and high pressure impaction nozzles characterized and oriented to achieve the droplet characteristics specified in this label.

DUET may also be diluted with a suitable solvent such as mineral oil and applied by aerial ULV equipment so long as 1.23 fl.oz. per acre of DUET is not exceeded. Refer to the dilution tables on this label for flow rate calculations for diluted end-use formulations of DUET.

Do not apply by fixed wing aircraft at a height less than 100 feet above the ground or canopy, or by helicopter at a height less than 75 feet above the ground or canopy unless specifically approved by the state or tribe based on public health needs.

#### DILUTION CALCULATIONS

For a 4% Sumithrin product, dilute 1 gallon DUET with 0.25 gallon oil. Finished spray contains 0.3 lb Sumithrin & PBO and 0.06 lb prallethrin per gallon.

Dosage Description	Pounds a.i./Acre		Fluid oz Finished Spray per Acre	Application Rates in Fl.oz./Minute at truck speeds of:			
	Prallethrin	Sumithrin/ PBO		5 MPH	10 MPH	15 MPH	20 MPH
High Population	0.00072	0.0036	1.54	4.7	9.3	14.0	18.6
Recommended	0.00044	0.0022	0.94	2.8	5.7	8.5	11.4
Light Population	0.00036	0.0018	0.77	2.3	4.7	7.0	9.3
	0.00024	0.0012	0.51	1.6	3.1	4.7	6.2

For a 2.5% Sumithrin product, dilute 1 gallon DUET with 1 gallon oil. Finished spray contains 0.1875 lb Sumithrin & PBO and 0.038 lb prallethrin per gallon.

Dosage Description	Pounds a.i./Acre		Fluid oz Finished Spray per Acre	Application Rates in Fl.oz./Minute at truck speeds of:			
	Prallethrin	Sumithrin/ PBO		5 MPH	10 MPH	15 MPH	20 MPH
High Population	0.00072	0.0036	2.46	7.4	14.9	22.3	29.8
Recommended	0.00044	0.0022	1.50	4.6	9.1	13.7	18.2
Light Population	0.00036	0.0018	1.23	3.7	7.4	11.2	14.9
	0.00024	0.0012	0.82	2.5	5.0	7.4	9.9

For a 2% Sumithrin product, dilute 1 gallon DUET with 1.5 gallons oil. Finished spray contains 0.15 lb Sumithrin & PBO and 0.03 lb prallethrin per gallon.

Dosage Description	Pounds a.i./Acre		Fluid oz Finished Spray per Acre	Application Rates in Fl.oz./Minute at truck speeds of:			
	Prallethrin	Sumithrin/ PBO		5 MPH	10 MPH	15 MPH	20 MPH
High Population	0.00072	0.0036	3.07	9.3	18.6	27.9	37.2
Recommended	0.00044	0.0022	1.88	5.7	11.4	17.1	22.8
Light Population	0.00036	0.0018	1.54	4.7	9.3	14.0	18.6
	0.00024	0.0012	1.02	3.1	6.2	9.3	12.4

## STORAGE & DISPOSAL

Do not contaminate water, food or feed by storage and disposal.

PESTICIDE STORAGE: Store in a cool, dry place. Keep container closed.

PESTICIDE DISPOSAL: Wastes resulting from the use of this product may be disposed of on site or at an approved waste disposal facility.

CONTAINER DISPOSAL:

[For 2.5-gallon Jugs] Nonrefillable container. Do not reuse or refill this container. Triple rinse container (or equivalent) promptly after emptying. Triple rinse as follows: Empty the remaining contents into application equipment or a mix tank and drain for 10 seconds after the flow begins to drip. Fill the container 1/4 full with mineral oil and recap. Shake for 10 seconds. Pour rinsate into application equipment or a rinse tank or store rinsate for later use or disposal. Drain for 10 seconds after the flow begins to drip. Repeat this procedure two more times. Offer for recycling if available or reconditioning if appropriate, or puncture and dispose of in a sanitary landfill, or by other procedures approved by state and local authorities.

[For refillable drums & totes]. Refillable container. Refill this container with pesticide only. Do not reuse this container for any other purpose. Cleaning before refilling is the responsibility of the refiller. To clean the container before final disposal, empty the remaining contents from this container into application equipment or mix tank. Fill the container about 10 percent full with water. Agitate vigorously or recirculate water with the pump for 2 minutes. Pour or pump rinsate into rinsate collection system. Repeat this rinsing procedure two more times. Offer for recycling if available or reconditioning if appropriate, or puncture and dispose of in a sanitary landfill, or by other procedures approved by state and local authorities.

#### FOR MORE INFORMATION CALL 1-800-323-5727

NOTICE: To the extent provided by law, seller makes no warranty, expressed or implied, concerning the use of this product other than as indicated on the label. Buyer assumes all risk of use/handling of this material when use and/or handling is contrary to label instructions.

DUET™ is a trademark of Clarke Mosquito Control Products, Inc.

Sumithrin™ is a trademark of Sumitomo Company Ltd.

MANUFACTURED FOR  
CLARKE MOSQUITO CONTROL PRODUCTS, INC.  
159 N. GARDEN AVENUE  
ROSELLE, ILLINOIS 60172

EPA REG. NO. 1021-1795-8329

EPA EST. NO. 8329-4-01

AVAILABLE PACKAGING: 2.5 GAL, 30 GAL, 55 GAL, 275 GAL TOTE

LOT NO.: Marked on Container Label

# Material Safety Data Sheet

Date last revised: 6 June 6, 2008

## I. General Information

<b>Chemical Name and Synonyms</b> None: mixture/blend	<b>Trade Name &amp; Synonyms</b> <b>DUET® Dual-action Adulticide</b>
<b>Chemical Family</b> Synergized Synthetic Pyrethroid	<b>EPA Registration Number</b> 1021-1795-8329
<b>Proper DOT/ICAO/IATA Shipping Name</b> Insecticides, Insect or Animal Repellent, Liquid, N.O.S.	<b>DOT/ICAO/IATA Hazard Classification</b> Non-Hazardous (in non-bulk quantities)
<b>Registrant</b> Clarke Mosquito Control Products, Inc.	<b>Registrant's Phone Number</b> (630) 894-2000
<b>Address</b> 159 North Garden Avenue Roselle, Illinois 60172	<b>24 HOUR EMERGENCY TELEPHONE NUMBERS</b> EMERGENCY PHONE: (888) 740-8712 CHEMTREC U.S. and CANADA (800) 424-9300 CHEMTREC All Other Areas (703)527-3887

## II. Ingredients

Principal Hazardous Components	Wt. %	CAS #	EINECS#
Prallethrin (ETOC®)	1.0	023031-36-9	245-387-9
d-Phenothrin (Sumithrin®)	5.0	026002-80-2	247-404-5
Piperonyl Butoxide	5.0	000051-03-6	200-076-7
Petroleum Distillates	15-25	064742-47-8	265-149-8
Mineral Oil	50-75	008042-47-5	232-455-8

COMMENTS: Ingredients not identified are proprietary or non-hazardous. Values are not product specifications.

## III. Physical Data

<b>Boiling Point (°F):</b> Not Available	<b>Specific Gravity (H<sub>2</sub>O = 1):</b> 0.860 at 20 °C (68 °F)
<b>Vapor Pressure (mm Hg.):</b> Not Available	<b>Vapor Density (Air = 1):</b> Heavier than air
<b>Solubility in Water:</b> Immiscible in water	<b>pH:</b> Not Applicable
<b>Appearance:</b> Clear, yellow-colored liquid (Gardner Scale 1.0)	<b>Odor:</b> Solvent odor
<b>Viscosity:</b> 18 CPS at 22 °C (71.6 °F) Brookfield	<b>(VOC):</b> < 1.000%

## IV. Fire & Explosion Hazard Data

<b>Flash Point (Test Method :</b> > 93.3 °C (200 °F) TAG Closed Cup
<b>Flammable Class:</b> This product is NOT classified as flammable or combustible by OSHA
<b>Extinguishing Media:</b> Foam, carbon dioxide, or dry chemical
<b>Hazardous Combustion Products:</b> This product is classified as Non-Combustible, however in the extreme temperatures that fires may produce, some of the constituents of this formula may decompose to give off such gases as carbon dioxide, carbon monoxide, and nitrogen oxides.
<b>Special Fire Fighting Procedures:</b> Treat as an oil fire. Use a full-faced self-contained breathing apparatus along with full protective gear. Keep nearby containers and equipment cool with a water stream.
<b>Sensitive to Static Discharge:</b> Yes, use proper bonding and/or grounding procedures

## V. Health Hazard Data

**EMERGENCY OVERVIEW:** CAUTION. Harmful if swallowed. Contains petroleum distillates; vomiting may cause aspiration pneumonia. Take prudent precautions to avoid contact with skin, eyes, and clothing. Do not use or store near heat or open flame.

### POTENTIAL HEALTH EFFECTS & EMERGENCY FIRST AID

**Skin Contact:** Can cause skin irritation. Can cause a burning or prickling sensation on more sensitive areas (face, eyes, mouth). May be harmful if absorbed through the skin. Take off contaminated clothing. Rinse skin immediately with plenty of water for 15-20 minutes. Call a poison control center or doctor for treatment advice.

**Eye:** May cause temporary irritation, tearing, and blurred vision. Hold eye open and rinse slowly and gently with water for 15-20 minutes. Remove contact lenses, if present, after the first 5 minutes, then continue rinsing the eye. Call a poison control center or doctor for treatment advice.

**Inhalation:** Excessive inhalation of mists can cause nasal and respiratory irritation. Remove affected person to fresh air. If person is not breathing, call 911 or an ambulance, then give artificial respiration, preferably mouth-to-mouth if possible. Call a poison control center or doctor for further treatment advice.

# Material Safety Data Sheet

## DUET® Dual-action Adulticide

Date last revised: 6 June 6, 2008

**Ingestion:** Harmful if swallowed. Small amounts of this product aspirated into the respiratory system during ingestion or vomiting may cause mild to severe lung injury. If swallowed, immediately call a poison control center or doctor for treatment advice. Do not give any liquid to the person. Do not induce vomiting unless told to do so by a poison control center or a doctor. Never give anything by mouth to an unconscious person.

**Chronic Effects:** None known

**NOTES TO PHYSICIAN:** Contains pyrethroids and petroleum distillates; vomiting may pose an aspiration pneumonia hazard. For skin effects, a highly efficient therapeutic agent for pyrethroid exposure is topical application of Tocopherol Acetate (Vitamin E).

### VI. Reactivity Data

<b>Stable:</b>	YES
<b>Incompatibility</b>	Strong acidic or alkaline materials. Not compatible with strong oxidizers.
<b>Hazardous Polymerization:</b>	NO

### VII. Environmental Protection Procedures

**Spill Response:** Stop release, if possible without risk. Dike or contain release, if possible, and if immediate response can prevent further damage or danger. Isolate and control access to the release area. Take actions to reduce vapors. For large spills, collect product into drums, storage tanks, etc. via drains, pumps, etc. Absorb with appropriate absorbent such as sand, or vermiculate. Clean spill area of residues and absorbent.

**Environmental Precautions:** Water Spill: Contains pyrethroids which are toxic to fish and other aquatic invertebrates. Contaminated absorbent and wash water should be disposed of according to local, state/provincial and federal/national regulations.

**Storage:** Store in a cool, dry place. Keep container closed. Do not contaminate water, food or feedstuffs by storage, handling, or by disposal.

**Disposal Considerations:** Wastes resulting from the use of this product may be disposed of on site or at an approved waste disposal facility. Triple rinse (or equivalent) empty containers and offer for recycling or reconditioning, or puncture and dispose of in a sanitary landfill, or by other approved State and Local procedures

**RCRA/EPA Waste Information:** None of the ingredients in this product appear on the RCRA lists (40 CFR 261.24, 40 CFR 251.33) or CERCLA Hazardous Substance list (40 CFR Part 302 Table 302.4).

**Electrostatic Accumulation Hazard:** This product contains petroleum distillates for which there is potential for the accumulation of static electricity. Consideration should be given to bonding and grounding of equipment during loading, unloading, and transfer of this product.

### VIII. Special Protection Information

Exposure Guidelines (TWA)	OSHA PEL	ACGIH TLV	Supplier OEL
Prallethrin (ETOC <sup>®</sup> )	None	None	None
d-Phenothrin (Sumithrin <sup>®</sup> )	None	None	None
Piperonyl Butoxide	None	None	None
Petroleum Distillates	None	5 mg/m3 (skin)	100 ppm / 525 mg/m3
Hydrotreated Paraffinic Oil	5 mg/m3 (mist)	5 mg/m3 (mist)	None

**Eye and Face Protection:** Take prudent precautions to avoid contact with eyes.

**Skin Protection:** Take prudent precautions to avoid contact with skin and clothing.

**Respiratory Protection:** Wearing a respirator is not normally required when handling this product. Use in well ventilated areas.

**Engineering Controls:** Mechanical ventilation should be used when handling this product in enclosed spaces. Local exhaust ventilation may be necessary.

**Work/Hygienic Practices:** DO NOT SMOKE, EAT, OR DRINK, OR APPLY COSMETICS IN WORK AREA. Wash promptly if skin becomes contaminated. Wash at the end of each work shift and before eating, smoking, or using the toilet.

### IX. Toxicological Information

Acute Dermal LD50 > 2000 mg/kg (albino rabbit)	Acute Oral LD50 > 5000 mg/kg (albino rat)
Inhalation LC50: The acute inhalation LC50 of this material places it in EPA toxicity category IV.	
Eye Effects: Irritation clearing in 24 hours.	
Skin Effects: Slight irritation at 72 hours. Irritation index = 0.90	
Sensitization: Negative; Not considered to be a dermal sensitizer.	

**COMMENTS:** None of the components present in this material at concentrations equal to or greater than 0.1% are listed by IARC, NTP, OSHA, or ACGIH as being carcinogens.



# Material Safety Data Sheet

**DUET® Dual-action Adulticide**

Date last revised: 6 June 2008

## X. Additional Regulatory Information

### DOT (Department of Transportation)

This material is not regulated by the DOT as a hazardous material when shipped in Non-Bulk quantities (i.e., less than 119 Gallons / 450 Liters).

When shipping in Bulk-quantities (i.e., more than 119 Gallons / 450 Liters), please contact Clarke Mosquito Control for the proper shipping description.

### AIR (ICAO/IATA)

Shipping Name: Insecticides, Insect or Animal Repellent, Liquid, N.O.S.

Primary Hazard Class/Division: Non-hazardous

### SARA Title III (Superfund Amendments and Reauthorization Act)

311/312 Hazard Categories:

FIRE: NO	PRESSURE GENERATING: NO	REACTIVITY: NO	ACUTE: YES
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### 313 Reportable Ingredients (Component, CAS#, Max %) :

Piperonyl butoxide, 000051-03-6, 5.0

d-Phenothrin (Sumithrin®), 026002-80-2, 5.00

### 302/304 Emergency Planning

Emergency Plan: There are no SARA Title III Section 302 extremely hazardous substances present in this formulation (40 CFR 355).

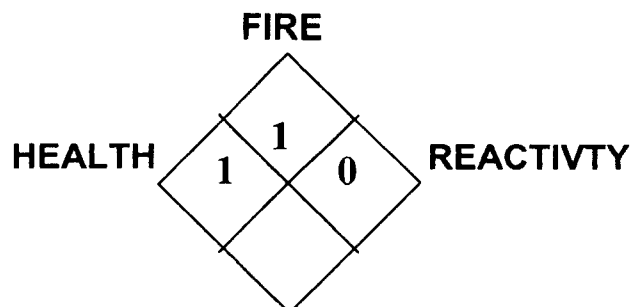
There are no components that are subject to emergency requirements under CERCLA Section 103(a) (40 CFR 302.4) in this formulation.

### TSCA (Toxic Substance Control Act)

TSCA Status: All chemical substances found in this product comply with the Toxic Substances Control Act's inventory reporting requirements.

### State Regulations

Volatile Organic Compounds (VOC): This product contains less than 1% VOCs.



### NFPA Code Key

- 4 = Severe
- 3 = Serious
- 2 = Moderate
- 1 = Slight
- 0 = Minimal

The information and statements herein are believed to be reliable but are not to be construed as a warranty or representation for which we assume legal responsibility. Users should undertake sufficient verification and testing to determine the suitability for their own particular purpose of any information or products referred to herein. **NO WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE IS MADE.**

**Sky Connect Tracking System**

**Honeywell**



**Manage your fleet with a complete Iridium®  
satellite tracking and communications solution**



# A complete system that helps you manage your fleet.

The single best way to maximize safety and efficiency for demanding missions is with a complete system that helps you actively manage your fleet.

Sky Connect Tracking System is the industry's only complete tracking and communications solution with features and benefits you won't find anywhere else.



## Text and Talk

Designed for crews with a busy workload, the Sky Connect system easily accommodates any operational scenario with its talk and text capabilities.

Sky Connect text messaging provides the easiest and quickest way for pilots and dispatchers to communicate simple messages to one another.

The prestored messages with data fields and full telephone keypad make text messaging with the MMU-II™ an excellent way to communicate up-to-date, accurate information.

Messages sent to the aircraft by the dispatcher are displayed immediately and all messages received during the flight can be recalled.

When equipped with the MMU-II, the Sky Connect system can also include a voice telephone.

The system provides a headset-level interface tied into the aircraft audio panel and supports over 500 prestored phone numbers with names for easy use.

## Total Situational Awareness

Sky Connect Tracking System enables any equipped aircraft in the world to be tracked in real time via the Iridium satellite network.

The lightweight transceiver LRU sends encrypted GPS-based position reports at automated intervals to authorized control centers using secure data protocols.

The Sky Connect Map web-based software displays the aircraft location, GPS flight plan, crew status and weather overlays on topographical maps for full situational awareness.

Text messages from the aircraft are displayed on the mapping screen so dispatchers can stay organized and fleets can be managed effectively.

For integrated operations, Sky Connect offers a versatile architecture of interfaces and inputs that work with any aircraft situational display software.







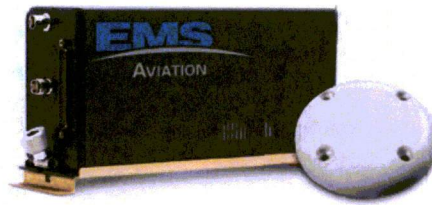
## MMU-II™

Send/Receive text messages and voice calls using a full telephone keypad and a bright two-line display

The MMU-II is the smallest cockpit dialer available, with highly customized options for prestored messages, forms and phone numbers. The keypad adds a great deal of functionality for text messaging, such as direct number and fast letter entry.

### MMU-II Capabilities

- 500 prestored phone numbers with names
- 200 prestored text messages and mini forms
- Two-line, 32-character display
- Full DTMF telephone keypad
- Keypad text entry
- Remote configuration
- Wi-Fi interface
- Optional NVG/NVIS compatibility



## Iridium® Transceiver and Antenna

### Reliable Iridium Satellite Network

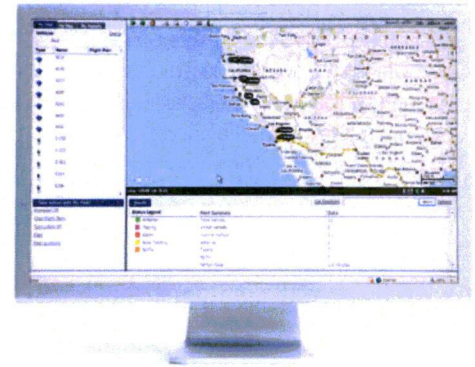
The Iridium transceiver and antenna enable global voice and data communications with the Iridium satellite network.

#### Transceiver

- Lightweight (under 4 lb.)
- True LRU when combined with Configuration Module
- Proven, reliable design

#### Antenna

- Optimized for Iridium satellites
- Low drag, small and rugged
- FAA TSO authorized



## Sky Connect Tracker Map

### Customizable and Flexible Maps

Sky Connect Tracker Map enables total situational awareness using multi-layer high resolution maps compatible with more software interfaces than any other system of its kind.

### Map Capabilities

- Real-time aircraft position
- GPS flight plan display
- Fixed reporting
- Weather and custom overlays
- 3D Geo-fencing
- Alerts
- Two-way text messaging interface
- Portable device support
- Authorized AFF

## Why Honeywell:

- **Proven Expertise** – Honeywell is the leader in combined integrated voice, text, tracking and customized mapping solutions.
- **Customer Support** – Honeywell operates an FAA Part 145 repair station with certified avionics technicians on call 24/7.
- **Reliable Iridium Network** – Iridium is the world's only true global mobile satellite communications company, with voice and data solutions covering every inch of the Earth's surface.



## **Honeywell Aerospace**

Honeywell is a leading global provider of integrated avionics, engines, wheels and brakes, mechanical system components and service solutions for aircraft manufacturers, airlines, business and general aviation, military, space and airport operations.

For more information on Honeywell Aerospace, visit us online at **[www.honeywell.com/aero](http://www.honeywell.com/aero)**

## **Honeywell Aerospace**

Honeywell

40070 Cane Street

Slidell, LA 70461

1.985.863.0954

**[www.honeywell.com](http://www.honeywell.com)**

N61-1113-000-000  
January 2012

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# **Honeywell**



675 Sidwell Court  
St. Charles, IL 60174  
630.894.2000 P  
630.443.3070 F  
www.clarke.com

June 12, 2014

Ms. Debbie Kaminski, CPPB  
Assistant County Purchasing Agent  
Fort Bend County – Travis Annex  
301 Jackson, Suite 201  
Richmond, TX 77469

**RE: Proposal for Aerial Spraying for Mosquito Control for Fort Bend County– BID No. 14-057**

Dear Ms. Kaminski:

Clarke Environmental Mosquito Management, Inc. is pleased to submit our proposal for the 2014 Fort Bend County Contingency Aerial Spraying Mosquito Control contract.

Since 1946, Clarke has been setting an unparalleled standard of excellence in the mosquito control industry and is the largest and most experienced provider of contract mosquito control services in the United States. The Clarke corporate office is based in suburban Chicago, and has ten offices in seven states. Clarke currently serves over 200 customers, including municipalities, townships, counties, parishes, mosquito abatement districts, states, and federal agencies (FEMA).

For the implementation of Fort Bend County fixed-wing aerial spraying contract, Dynamic Aviation of Bridgewater, VA would serve as the subcontractor for Clarke. The Clarke and Dynamic Aviation Partnership is the leading provider of mosquito control application services to federal, state and local governments throughout the United States. Our diverse experience and success has been well documented. Much of our collaborative success is directly attributable to our ability to provide the turnkey services necessary to meet Fort Bend County's specific needs.

Since 2003, the Clarke and Dynamic Aviation Partnership has sprayed over 20 million acres for emergency response situations around the United States. Our combined experience ensures the reliability demanded by public health officials facing emergencies arising from hurricanes, flooding, and outbreaks of mosquito-borne diseases, such as West Nile virus (WNV) and Eastern Equine Encephalitis (EEE). In 2012, Clarke and Dynamic treated over



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St. Charles, IL 60174  
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630.443.3070 F  
www.clarke.com

400,000 acres with Anvil for EEE in Massachusetts and 1.44 million acres with Duet in Texas for the West Nile Virus epidemic.

As a partnership, Clarke and Dynamic Aviation are able to provide an expert aerial application program with the following advantages for governmental agencies:

- Utilize **FAA Part 137-compliant, twin-engine, turbine powered aircraft (Beechcraft King Air) that provide a superior margin of safety:**
  - ✓ With one engine out, King Air turbine aircraft are exempt from dumping the load (fuel or insecticide) over congested areas
  - ✓ With one engine out, King Air turbine aircraft meet the single engine rate of climb requirement
- Military grade night vision goggles (NVG) worn by both captain and first officer
- Coordination with Harris County Mosquito Control District and State of Texas, Department of State Health Services emergency aerial spraying operations
- Capable of treating 20,000 acres per hour per aircraft
- FAA approved congested area plans
- Assistance with GIS mapping of spray blocks
- Public relations program and support
- Auto flow control spray system for precise insecticide application and documentation
- Flexible and on-demand application
- GPS guidance, flight recording, and post-mission documentation
- Sky Connect Real-Time Flight Tracking System & website link provided to Fort Bend County for real-time monitoring of the spray mission progress
- Pesticide flow metering for insecticide dosage rate precision
- Comprehensive insurance coverage naming Fort Bend County as *additional insured*
- Pesticide purchase, storage and loading (all in compliance with Federal and State guidelines)



675 Sidwell Court  
St. Charles, IL 60174  
630.894.2000 P  
630.443.3070 F  
[www.clarke.com](http://www.clarke.com)

**We appreciate your consideration and look forward to providing Fort Bend County with an unsurpassed level of quality aerial application services. If you have questions regarding our proposal, please do not hesitate to contact the following Clarke representatives:**

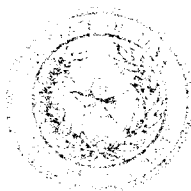
**Clark Wood, Vice President / Service Operations @ 630-605-1561;  
Larry Erickson, Vice President / Business Development @ 630-258-2583; and  
Doug Carroll, Control Consultant @ 817-600-5353**

Sincerely,

**Clark E. Wood  
Vice President / Service Operations**



***Fort Bend County Specification Download Acknowledgment***



***Invitation for Bid  
Term Contract for Contingency Aerial Spraying for Mosquito Control  
for Fort Bend County  
BID 14-057***

**VENDORS MUST IMMEDIATELY RETURN THIS FORM BY FAX TO 281-341-8645**

**Vendor Responsibilities:**

- Vendors are responsible to download and complete any addendums.  
(Addendums will be posted on the Fort Bend County Website no later than 48 hours prior to Bid Opening)
- Vendors will submit responses in accordance with requirements stated on cover of document.
- Vendors may not submit responses via email or fax.

Clarke Environmental Mosquito Management, Inc.

Legal Name of Contracting Company

Clark E. Wood, Vice President/Service Operations

Contact Person

675 Sidwell Court, Saint Charles, IL 60174

Complete Mailing Address

Cell: 630-605-1561

Office: 630-894-2000

630-443-3070

Telephone Number

Facsimile Number

cwood@clarke.com

Email Address

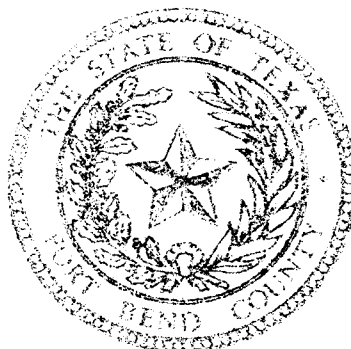
A handwritten signature in black ink, appearing to read "Clark E. Wood", is written over a horizontal line.

6/12/2014

Signature

Date

***Fort Bend County, Texas  
Invitation for Bid***



***Term Contract for Contingency Aerial Spraying for Mosquito Control  
for Fort Bend County  
BID 14-057***

**SUBMIT BIDS TO:**

**Fort Bend County  
Purchasing Department  
Travis Annex  
301 Jackson, Suite 201  
Richmond, TX 77469**

**\*\*NOTE:**

**All correspondence must include the term  
"Purchasing Department" in address to assist in  
proper delivery**

**SUBMIT NO LATER THAN:**

**Thursday, June 12, 2014  
1:30 PM (Central)**

**MARK ENVELOPE:**

**BID 14-057  
Aerial Spraying**

***ALL BIDS MUST BE RECEIVED IN COUNTY PURCHASING OFFICE  
BEFORE RECEIVING DATE AND TIME SPECIFIED.  
BIDS RECEIVED WILL THEN BE OPENED AND PUBLICLY READ.  
BIDS RECEIVED AFTER THE SPECIFIED TIME WILL BE RETURNED  
UNOPENED.***

**Results will not be given by phone.  
Results will be provided to bidders in writing  
after Commissioners Court award.**

**Fort Bend County is always conscious  
and extremely appreciative of your effort  
in the preparation of this bid. Requests for  
information must be in writing and directed  
to:  
Debbie Kaminski, CPPB  
Assistant County Purchasing Agent  
[Debbie.Kaminski@fortbendcountytexas.gov](mailto:Debbie.Kaminski@fortbendcountytexas.gov)**

**Vendor Information**

Clarke Environmental Mosquito Management, Inc.

Legal Name of Contracting Company

Federal ID Number (Company or Corporation) or Social Security Number (Individual)

630-894-2000

Telephone Number

630-443-3070

Facsimile Number

675 Sidwell Court

Complete Mailing Address (for Correspondence)

Saint Charles, IL 60174

City, State and Zip Code

Same as Above

Complete Remittance Address (if different from above)

Same as Above

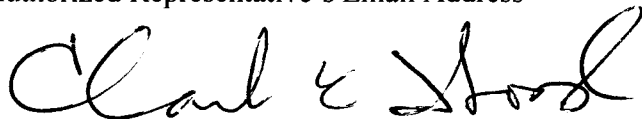
City, State and Zip Code

Clark E. Wood, Vice President/Service Operations

Authorized Representative and Title (printed)

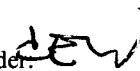
cwood@clarke.com

Authorized Representative's Email Address




Signature of Authorized Representative

Initials of Bidder



**1.0 GENERAL REQUIREMENTS:**


- 1.1 Read this entire document carefully. Follow all instructions. You are responsible for fulfilling all requirements and specifications. Be sure you understand them.
- 1.2 General Requirements apply to all advertised bids; however, these may be superseded, whole or in part, by the scope, special requirements, specifications, special specifications or other data contained herein.
- 1.3 Governing Law: Bidder is advised that these requirements shall be fully governed by the laws of the State of Texas and that Fort Bend County may request and rely on advice, decisions and opinions of the Attorney General of Texas and the County Attorney concerning any portion of these requirements.
- 1.4 Bid Form Completion: Fill out, sign, and return to the Fort Bend County Purchasing Department ONE (1) complete bid form. An authorized representative of the bidder must sign the Contract Sheet. The contract will be binding only when signed by the County Judge, Fort Bend County and a purchase order authorizing the item(s) desired has been issued. The use of liquid paper is not acceptable and may result in the disqualification of bid. If an error is made, vendor must draw a line through error and initial each change.
- 1.5 Bid Returns: Bidders must return all completed bids to the Fort Bend County Purchasing Department at 301 Jackson, Suite 201, Richmond, Texas, no later than 1:30 P.M. on the date specified. Late bids will not be accepted. Bids must be submitted in a sealed envelope, addressed as follows: Fort Bend County Purchasing Agent, Travis Annex, 301 Jackson, Suite 201, Richmond, Texas 77469.
- 1.6 Governing Forms: In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, Fort Bend County's interpretation shall govern.
- 1.7 Addendums: When specifications are revised, the Fort Bend County Purchasing Department will issue an addendum addressing the nature of the change. Bidders must sign and include it in the returned bid package.

Initials of Bidder 

- 1.8 **Hold Harmless Agreement:** Contractor shall indemnify and hold Fort Bend County harmless from all claims for personal injury, death and/or property damage arising from any cause whatsoever, resulting directly or indirectly from contractor's performance. Contractor shall procure and maintain, with respect to the subject matter of this bid, appropriate insurance coverage including, as a minimum, public liability and property damage with adequate limits to cover contractor's liability as may arise directly or indirectly from work performed under terms of this bid. Certification of such coverage must be provided to the County upon request.
- 1.9 **Waiver of Subrogation:** Bidder and bidder's insurance carrier waive any and all rights whatsoever with regard to subrogation against Fort Bend County as an indirect party to any suit arising out of personal or property damages resulting from bidder's performance under this agreement.
- 1.10 **Severability:** If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.
- 1.11 **Bonds:** If this bid requires submission of bid guarantee and performance bond, there will be a separate page explaining those requirements. Bids submitted without the required bid bond or cashier's checks are not acceptable.
- 1.12 **Taxes:** Fort Bend County is exempt from all federal excise, state and local taxes unless otherwise stated in this document. Fort Bend County claims exemption from all sales and/or use taxes under Chapter 20, Title 122a, Vernon's Texas Civil Statutes, as amended. Texas Limited Sales Tax Exemption Certificates will be furnished upon written request to the Fort Bend County Purchasing Department.
- 1.13 **Fiscal Funding:** A multi-year lease or lease/purchase arrangement (if requested by the specifications), or any contract continuing as a result of an extension option, must include fiscal funding out. If, for any reason, funds are not appropriated to continue the lease or contract, said lease or contract shall become null and void. After expiration of the lease, leased equipment shall be removed by the bidder from the using department without penalty of any kind or form to Fort Bend County. All charges and physical activity related to delivery, installation, removal and redelivery shall be the responsibility of the bidder.

Initials of Bidder CEW

- 1.14 Pricing: Prices for all goods and/or services shall be firm for the duration of this contract and shall be stated on the bid sheet. Prices shall be all inclusive. No price changes, additions, or subsequent qualifications will be honored during the course of the contract. All prices must be written in ink or typewritten. Pricing on all transportation, freight, and other charges are to be prepaid by the contractor and included in the bid prices. If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, bidder MUST indicate the items required and attendant costs or forfeit the right to payment for such items.
- 1.15 Silence of Specifications: The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of specifications shall be made on the basis of this statement. The items furnished under this contract shall be new, unused of the latest product in production to commercial trade and shall be of the highest quality as to materials used and workmanship. Manufacturer furnishing these items shall be experienced in design and construction of such items and shall be an established supplier of the item bid.
- 1.16 Supplemental Materials: Bidders are responsible for including all pertinent product data in the returned bid package. Literature, brochures, data sheets, specification information, completed forms requested as part of the bid package and any other facts which may affect the evaluation and subsequent contract award should be included. Materials such as legal documents and contractual agreements, which the bidder wishes to include as a condition of the bid, must also be in the returned bid package. Failure to include all necessary and proper supplemental materials may be cause to reject the entire bid.
- 1.17 Material Safety Data Sheets: Under the "Hazardous Communication Act", commonly known as the "Texas Right To Know Act", a bidder must provide to County and using departments, with each delivery, material safety data sheets, which are, applicable to hazardous substances defined in the Act. Bidders are obligated to maintain a current, updated file in the Fort Bend County Purchasing Department. Failure of the bidder to maintain such a file will be cause to reject any bid applying thereto.
- 1.18 Name Brands: Specifications may reference name brands and model numbers. It is not the intent of Fort Bend County to restrict these bids in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Bidders may offer items of equal stature and the burden of proof of such stature rests with them. Fort Bend County shall act as sole judge in determining equality and acceptability of products offered.

Initials of Bidder 

- 1.19 Color Selection: Determination of colors of materials is a right reserved by the using department unless otherwise specified in the bid. Unspecified colors shall be quoted as standard colors, not colors, which require up charges or special handling. Unspecified fabrics or vinyl should be construed as medium grade. If bidder fails to get color/material approvals prior to delivery of merchandise, the using department may refuse to accept the items and demand correct shipment without penalty, subject to other legal remedies.
- 1.20 Evaluation: Evaluation shall be used as a determinant as to which bid items or services are the most efficient and/or most economical for the County. It shall be based on all factors, which have a bearing on price and performance of the items in the user environment. All bids are subject to tabulation by the Fort Bend County Purchasing Department and recommendation to Fort Bend County Commissioners Court. Compliance with all bid requirements, delivery and needs of the using department are considerations in evaluating bids. Pricing is NOT the only criteria for making a recommendation. The Fort Bend County Purchasing Department reserves the right to contact any bidder, at any time, to clarify, verify or request information with regard to any bid.
- 1.21 Inspections: Fort Bend County reserves the right to inspect any item(s) or service location for compliance with specifications and requirements and needs of the using department. If a bidder cannot furnish a sample of a bid item, where applicable, for review, or fails to satisfactorily show an ability to perform, the County can reject the bid as inadequate.
- 1.22 Testing: Fort Bend County reserves the right to test equipment, supplies, material and goods bid for quality, compliance with specifications and ability to meet the needs of the user. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, the bid is subject to rejection.
- 1.23 Disqualification of Bidder: Upon signing this bid document, a bidder offering to sell supplies, materials, services, or equipment to Fort Bend County certifies that the bidder has not violated the antitrust laws of this state codified in section 15.01, et seq., Business & Commerce Code, or the federal antitrust laws, and has not communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business. Any or all bids may be rejected if the County believes that collusion exists among the bidders. Bids in which the prices are obviously unbalanced may be rejected. If multiple bids are submitted by a bidder and after the bids are opened, one of the bids is withdrawn, the result will be that all of the bids submitted by that bidder will be withdrawn; however, nothing herein prohibits a vendor from submitting multiple bids for different products or services.

Initials of Bidder: CEW

- 1.24 Awards: Fort Bend County reserves the right to award this contract on the basis of lowest and best bid in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one bidder, to reject any or all bids. In the event the lowest dollar bidder meeting specifications is not awarded a contract, the bidder may appear before the Commissioners Court and present evidence concerning his responsibility. An award is final only upon formal execution by the Fort Bend County Commissioners Court or the Fort Bend County Purchasing Agent. Fort Bend County reserves the right to withdraw any award until execution by the proper authority.
- 1.25 Assignment: The successful vendor may not assign, sell or otherwise transfer this contract without written permission of Fort Bend County Commissioners Court.
- 1.26 Term Contracts: If the contract is intended to cover a specific time period, said time will be given in the specifications under scope.
- 1.27 Maintenance: Maintenance required for equipment bid should be available in Fort Bend County by a manufacturer authorized maintenance facility. Costs for this service shall be shown on the bid sheet as requested or on a separate sheet, as required. If Fort Bend County opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and should be priced accordingly.
- 1.28 Contract Obligation: Fort Bend County Commissioners Court must award the contract and the County Judge or other person authorized by the Fort Bend County Commissioners Court must sign the contract before it becomes binding on Fort Bend County or the bidders. Department heads are not authorized to sign agreements for Fort Bend County. Binding agreements shall remain in effect until all products and/or services covered by this purchase have been satisfactorily delivered and accepted.
- 1.29 Title Transfer: Title and Risk of Loss of goods shall not pass to Fort Bend County until Fort Bend County actually receives and takes possession of the goods at the point or points of delivery. Receiving times may vary with the using department. Generally, deliveries may be made between 8:30 a.m. and 4:00 p.m., Monday through Friday. Bidders are advised to consult the using department for instructions. The place of delivery shall be shown under the "Special Requirement" section of this bid document and/or on the Purchase Order as a "Ship To:" address.

Initials of Bidder: dtw



- 1.30 Purchase Order and Delivery: The successful bidder shall not deliver products or provide services without a Fort Bend County Purchase Order, signed by an authorized agent of the Fort Bend County Purchasing Department. The fastest, most reasonable delivery time shall be indicated by the bidder in the proper place on the bid sheet. Any special information concerning delivery should also be included, on a separate sheet, if necessary. All items shall be shipped F.O.B. inside delivery unless otherwise stated in the specifications. This shall be understood to include bringing merchandise to the appropriate room or place designated by the using department. Every tender or delivery of goods must fully comply with all provisions of these requirements and the specifications including time, delivery and quality. Nonconformance shall constitute a breach, which must be rectified prior to expiration of the time for performance. Failure to rectify within the performance period will be considered cause to reject future deliveries and cancellation of the contract by Fort Bend County without prejudice to other remedies provided by law. Where delivery times are critical, Fort Bend County reserves the right to award accordingly.
- 1.31 Contract Extension: Extensions may be made only by written agreement between Fort Bend County and the bidder. Any price escalations are limited to those stated by the bidder in the original bid.
- 1.32 Termination: Fort Bend County reserves the right to terminate the contract for default if Seller breaches any of the terms therein, including warranties of bidder or if the bidder becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies, which Fort Bend County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all services required to Fort Bend County's satisfaction and/or to meet all other obligations and requirements. Contracts may be terminated without cause upon thirty (30) days written notice to either party unless otherwise specified.
- 1.33 Recycled Materials: Fort Bend County encourages the use of products made of recycled materials and shall give preference in purchasing to products made of recycled materials if the products meet applicable specifications as to quantity and quality. Fort Bend County will be the sole judge in determining product preference application.
- 1.34 Interlocal Participation: Additional governmental entities, within Fort Bend County, may purchase from this bid. Vendor agrees to accept purchase orders from those participating entities and to invoice each entity separately.

Initials of Bidder: CEW

- 1.35 Escalation Clause: Successful bidder may apply for a price increase to the Fort Bend County Commissioners Court. Price increase will be the amount increased to the vendor from his supplier or where vendor can show proof of increase to specific commodity (fuel, oil, etc.). Written documentation of the increase must be provided to the Purchasing Agent. No application for a price increase may be submitted within the first four (4) months of this contract. Increases of more than 25% of the original bid price will not be considered.

## **2.0 TERMS AND CONDITIONS:**

- 2.1 Seller to Package Goods: Seller will package goods in accordance with good commercial practice. Each delivery container shall be clearly and permanently marked as follows (a) Seller's name and address; (b) Consignee's name, address and purchase order number and the bid number if applicable; (c) Container number and total number of containers (e.g. box 1 of 4 boxes); and (d) the number of the container bearing the packing slip. Seller shall bear cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform to requirements of common carriers and any applicable specifications. Fort Bend County's count or weight shall be final and conclusive on shipments not accompanied by packing list.
- 2.2 Shipment Under Reservation Prohibited: Seller is not authorized to ship goods under reservation and no tender of a bill of lading will operate as a tender of goods.
- 2.3 Title and Risk of Loss: The title and risk of loss of the goods shall not pass to the County until a County employee actually receives and takes possession of the goods at the point or points of delivery.
- 2.4 Delivery Terms: F.O.B. Destination Freight Prepaid, Inside Delivery, unless delivery terms are specified otherwise on Purchase Order.
- 2.5 No Replacement of Defective Tender: Every tender or delivery of goods must fully comply with all provisions of the Purchase Order as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and Seller shall not have the right to substitute a conforming tender.
- 2.6 Place of Delivery: The place of delivery shall be that set forth in the block of the purchase order entitled "Ship To". Any change thereto shall be effective by modification as provided for in Clause number 2.20 "Modifications", hereof. The terms of this agreement are "no arrival, no sale", at the discretion of Fort Bend County.

Initials of Bidder: den

2.7 Invoices and Payments:

2.7.1 Seller shall submit separate invoices, in duplicate. Invoices shall indicate the purchase order number and the bid number if applicable. Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading, and the freight waybill when applicable should be attached to the invoice.

2.7.2 Fort Bend County's obligation is payable only and solely from funds available for the purpose of this purchase. Lack of funds shall render the order null and void to the extent funds are not available and any delivered but unpaid goods will be returned to Seller by the county.

2.7.3 Do not include Federal Excise, State, or City Sales Tax. Fort Bend County is a tax-exempt governmental entity.

2.8 Gratuities: Fort Bend County may, by written notice to the Seller, cancel any order without liability, if it is determined by the County that gratuities, in the form of entertainment, gifts, or otherwise were offered or given by the Seller, or any agent or representative of the Seller to any officer or employee of Fort Bend County with a view toward securing an order. In the event an order is canceled by the County pursuant to this provision, the County shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller in providing such gratuities.

2.9 Special Tools and Test Equipment: If the price stated on the face of an order includes the cost of any special tooling or special test equipment fabricated or required by Seller for the purpose of filing this order, such special tooling equipment and any process sheets related thereto shall become the property of the County and to the extent feasible shall be identified by the Seller as such.

2.10 Warranty/Price:

2.10.1 The price to be paid by the County shall be that contained in Seller's quote or bid which Seller warrants to be no higher than Seller's current prices on orders by others for products of the kind and specification covered by an order for similar quantities under similar or like conditions and methods of purchase. In the event Seller breaches this warranty the prices of the items shall be reduced to the Seller's current prices on orders by others. Fort Bend County may cancel this contract without liability.

Initials of Bidder: CBW

- 2.10.2 The Seller warrants that no person or selling agency has been employed or retained to solicit or secure any County order based upon any agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. A breach or violation of this warranty gives the County the right, in addition to any other right or rights, to cancel this contract without liability.
- 2.11 Warranty Product: Seller shall not limit or exclude any implied warranties and any attempt to do so shall render an order voidable at the option of the County. Seller warrants that the goods furnished will conform to the specifications, drawings, and description listed in the bid invitation and purchase order as applicable, and to the sample(s) furnished by Seller if any. In the event of a conflict between the specifications, drawings, and descriptions, the specifications shall govern.
- 2.12 Safety Warranty: Seller warrants that the product sold to Fort Bend County shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, the County may return the product for correction or replacement at the Seller's expense. In the event Seller fails to make the appropriate correction within 10 days, correction made by the County will be at Seller's expense.
- 2.13 No Warranty by Fort Bend County Against Infringements: As part of a contract for sale Seller agrees to ascertain whether goods manufactured in accordance with the specifications will give rise to the rightful claim of any third person by way of infringement. Fort Bend County makes no warranty that the production of goods according to the specification will not give rise to such a claim and in no event shall Fort Bend County be liable to Seller for indemnification in the event the Seller is sued on the grounds of infringement or the like. If Seller is of the opinion that an infringement will result, he will notify Fort Bend County to this effect in writing within two days after the receiving Purchase Order. If the County does not receive notice and is subsequently held liable for the infringement, Seller will defend and save the County harmless. If Seller in good faith ascertains that production of the goods in accordance with the specifications will result in infringement, this contract shall be null and void except that the County will pay Seller the reasonable cost of his search as to infringements.
- 2.14 Right of Inspection: The County shall have the right to inspect the goods at delivery before accepting them.

Initials of Bidder 


- 2.15 Cancellation: Fort Bend County shall have the right to cancel for default all or any part of the undelivered portion of an order if Seller breaches any of the terms hereof including warranties of Seller, or if the Seller becomes insolvent or files for protection under the bankruptcy laws. Such rights of cancellation are in addition to and not in lieu of any other remedies, which Fort Bend County may have in law or equity.
- 2.16 Termination: The performance of work under a Purchase Order may be terminated in whole or in part by the County in accordance with this provision. Termination of work there under shall be effected by the delivery to the Seller of a "Notice of Termination" specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective. Such right of termination is in addition to and not in lieu of rights of Fort Bend County set forth in Clause 15 herein.
- 2.17 Force Majeure: Force Majeure means a delay encountered by a party in the performance of its obligations under this Agreement, which is caused by an event beyond the reasonable control of that party. Without limiting the generality of the foregoing, "Force Majeure" shall include but not be restricted to the following types of events: acts of God or public enemy; acts of governmental or regulatory authorities; fires, floods, epidemics or serious accidents; unusually severe weather conditions; strikes, lockouts, or other labor disputes; and defaults by subcontractors. In the event of a Force Majeure, the affected party shall not be deemed to have violated its obligations under this Agreement, and the time for performance of any obligations of that party shall be extended by a period of time necessary to overcome the effects of the Force Majeure, provided that the foregoing shall not prevent this Agreement from terminating in accordance with the termination provisions. If any event constituting a Force Majeure occurs, the affected party shall notify the other parties in writing, within twenty-four (24) hours, and disclose the estimated length of delay, and cause of the delay.
- 2.18 Assignment-Delegation: No right or interest in an order shall be assigned or delegation of any obligation made by Seller without the written permission of Fort Bend County. Any attempted assignment or delegation by Seller shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.
- 2.19 Waiver: No claim or right arising out of a breach of any contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waived or renunciation is supported by consideration and is in writing signed by the aggrieved party.
- 2.20 Modification: A Purchase Order can be modified or rescinded only by a writing signed by both of the parties or their duly authorized agents.

Initials of Bidder: JBW

- 2.21 Parol Evidence: This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any terms rendered under this agreement and shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is to control.
- 2.22 Applicable Law: This agreement shall be governed by the Uniform Commercial Code. Whenever the term "Uniform Commercial Code" is used it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas and in effect on the date of the purchase order.
- 2.23 Advertising: Seller shall not advertise or publish, without the County's prior consent the fact that Fort Bend County has entered into any contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state, or local government.
- 2.24 Right to Assurance: Whenever the County in good faith has reason to question the other party's intent to perform. The County may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the County may treat this failure as an anticipatory repudiation of the contract.
- 2.25 Venue: Both parties agree that venue for any litigation arising from this contract shall lie in Richmond, Fort Bend County, Texas.
- 2.26 Prohibition Against Personal Interest in Contracts: No officer or employee of the County shall have a financial interest, direct or indirect, in any contract with the County, or shall be financially interested, directly or indirectly, in the sale to the County of any land, materials, supplies, or service, except on behalf of the County as an officer or employee. Any willful violation of this section shall constitute malfeasance in office, and any officer or employee guilty thereof shall be subject to disciplinary action under applicable laws, statutes and codes of the State of Texas. Any violation of this section, with the knowledge, expressed or implied of the person or corporation contracting with the County shall render the contract involved voidable by the County Commissioners Court.

### **3.0 SCOPE:**

It is the intent of Fort Bend County to contract this contingency bid with one (1) or more vendors for aerial spraying for mosquito control, which meets or exceeds the specifications contained herein.

Initials of Bidder 

#### **4.0 PERIOD OF CONTRACT:**

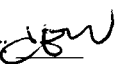
This contract is for the period ending **30 September 2015**, renewable annually for four (4) years (through 30 September 2019) under the same terms and conditions if mutually agreeable by both parties. This contract may be terminated by either party for any reason by giving thirty (30) days written notice of intent to terminate.

#### **5.0 BID FORM COMPLETION:**

**Fill out, initial each page, SIGN CONTRACT SHEET, and return to the Fort Bend County Purchasing Department ONE (1) complete bid form. An authorized representative of the bidder MUST sign the contract sheet.** The bid must be in a sealed envelope and marked with the appropriate bid number. The contract will be binding only when signed by the County Judge, Fort Bend County and a purchase order authorizing the item(s) desired has been issued. The use of liquid paper is **NOT** acceptable and may result in the disqualification of bid. If an error is made, vendor **MUST** draw a line through error and initial each change.

#### **6.0 INSURANCE:**

- 6.1 All bidders must submit, **with BID**, a certificate of insurance indicating coverage in the amounts stated below. In lieu of submitting a certificate of insurance, bidders may submit, with bid, a notarized statement from an Insurance company, authorized to conduct business in the State of Texas, and acceptable to Fort Bend County, guaranteeing the issuance of an insurance policy, with the coverage stated below, to the contractor named therein, if successful, upon award of this Contract. Failure to provide insurance certificate or notarized statement will result in disqualification of bid.
- 6.2 The certificates of insurance to be satisfactory to Fort Bend County, naming the Contractor and its employees as insured:
  - 6.2.1 Workers Compensation in accordance with the laws of the State of Texas. Substitutes to genuine Workers' Compensation Insurance will not be allowed.
  - 6.2.2 Employers' Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.
  - 6.2.3 Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder. Also to include pollution coverage for spraying services.

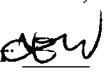
Initials of Bidder 

- 6.2.4 Business Automobile Liability coverage applying to owned, non-owned and hired automobiles with limits not less than \$1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage combined.
- 6.2.5 Aircraft Liability coverage with limits not less than \$2,000,000 each occurrence with pollution liability with limits not less than \$1,000,000 each occurrence.
- 6.3 County and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation and Professional Liability (if required). All Liability policies written on behalf of Contractor shall contain a waiver of subrogation in favor of County and members of Commissioners Court.
- 6.4 If required coverage is written on a claims-made basis, Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the Contract and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of 2 years beginning from the time the work under this Contract is completed.
- 6.5 Contractor shall not commence any portion of the work under this Contract until it has obtained the insurance required herein and certificates of such insurance have been filed with and approved by Fort Bend County.
- 6.6 No cancellation of or changes to the certificates, or the policies, may be made without sixty (60) days prior, written notification to Fort Bend County.
- 6.7 Approval of the insurance by Fort Bend County shall not relieve or decrease the liability of the Contractor.

## **7.0 INDEMNIFICATION:**

Contractor agrees to indemnify, defend and hold the County harmless from each and every claim, demand, suit, action, proceeding, lien or judgment caused by or arising out of, directly or indirectly, or in connection with the acts and omissions of Contractor pursuant to this Agreement.

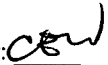
- 7.1 Contractor shall timely report all such matters to the County and shall, upon the receipt of any such claim, demand, suit, action, proceeding, lien or judgment, not later than the fifteenth day of each month; provide the County with a written report on each such matter covered by this paragraph and by paragraph 2. below, setting forth the status of each matter, the schedule or planned proceedings with respect to each matter and the cooperation or assistance, if any, of the County required by Contractor in the defense of each matter.
- 7.2 The County shall timely forward to Contractor copies of any and all claims, demands,

Initials of Bidder 



suits, actions, proceedings or judgments which it may receive and which it may contend is covered by this section. Thereafter, the County shall fully cooperate with Contractor in its defense of each such matter.

- 7.3 Contractor's duty to defend indemnifies and hold the County harmless shall be absolute. It shall not abate or end by reason of the expiration or termination of this Agreement unless otherwise agreed by the County in writing. The provisions of this section shall survive the termination of the Agreement and shall remain in full force and effect with respect to all such matters no matter when they arise.
- 7.4 In the event of any dispute between the parties as to whether a claim, demand, suit, action, proceeding, lien or judgment appears to have been caused by or appears to have arisen out of or in connection with acts or omissions of Contractor, Contractor shall never-the-less fully defend such claim, demand, suit, action, proceeding, lien or judgment until and unless there is a determination by a court of competent jurisdiction that the acts and omissions of Contractor are not at issue in the matter. In such event, the County shall promptly reimburse Contractor for its costs of defense.
- 7.5 In the event that any such matter being so defended by Contractor also involves any claim of negligence or wrongful action by the County, the County shall have the obligation to participate in the defense of the matter through separate counsel.
- 7.6 Contractor shall have full authority to resolve all matters being defended by it providing such settlement(s) shall not involve any findings adverse to the County or and shall not involve or require any payments or contributions by the County.
- 7.7 In the event of any final judicial determination or award of any matter covered by this section the County shall be responsible to third parties, pro rata, for any negligence determined to have been caused by the County.
- 7.8 Contractor's indemnification shall cover, and Contractor agrees to indemnify the County, in the manner provided for and to the extent described above, in the event the County is found to have been negligent for having selected Contractor to perform the work described in this Agreement.
- 7.9 The provision by Contractor of insurance shall not limit the liability of Contractor under this Agreement.
- 7.10 Contractor shall cause all Trade Contractors and any other Contractor who may have a contract to perform construction or installation work in the area where work will be performed under this Agreement, to agree to indemnify the County and to hold it harmless from all claims for bodily injury and property damage that arise may from said Contractor's operations. Such provisions shall be in form satisfactory to the County.

Initials of Bidder: 

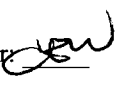
- 7.11 Loss Deduction Clause - The County shall be exempt from, and in no way liable, for, any sums of money, which may represent a deductible in any insurance policy. The payment of deductibles shall be the sole responsibility of Contractor and/or Trade Contractor providing such insurance.

## 8.0 SPECIFICATIONS:

In the event that Fort Bend County, Texas, declares that an emergency condition exists that will require the control of mosquitoes by an aerial application of insecticide, the vendor(s) will be issued a purchase order. The purchase order, as hereinafter provided, will give the geographical boundary of the areas to be treated (map), the calculated number of acres to be sprayed, any special provisions, the date of commencement and date of completion of the services, and the extended compensation to be paid. No purchase order will be issued for less than 5,000 acres. Vendor shall furnish all equipment, services and chemicals to be utilized in accordance with the terms and conditions of this contract and purchase order(s). Such chemicals will have an approved label and registration number from the Environmental Protection Agency (EPA) for aerial mosquito control in a congested urban area. Vendor shall be solely responsible for the determination of the operation and route of all aircraft(s) required for 100% coverage of the treatment area. Vendor shall be solely responsible for notification and coordination of all operation with Federal Aviation Administration (FAA), initially for approval and thereafter on a daily basis. Vendor must fully comply with all Federal Aviation Administration rules and regulation. At the termination of the spraying activity, the vendor will certify to Fort Bend County in writing, executed by a person authorized to bind the company that: (1) the chemical was sprayed over the area designated and no other; (2) the amount of chemical dispersed and that the amount was in conformity with the amount authorized to be utilized; (3) the name, registration number and total amount of the chemicals used; (4) the flight path, date and times that each application was made; (5) provide a global positioning system (GPS) map of the treated area; and (6) provide an automatic monitoring record of the spray amount during the application which includes the total amount of insecticide applied and the ounces applied per acre. These totals must agree with the GPS map of the treated area. If any of the requirements listed above (items 1-6) are not fulfilled as required, Fort Bend County reserves the right to deduct 10% of the unit price of each acre sprayed that was not in compliance.

Fort Bend County will notify the FAA that the emergency condition exists and that the vendor shall be responsible for all aspects of the insecticide application.

- 8.1 Aircraft – Vendor shall be responsible under this contract to furnish one (1) or more multi-engine fixed winged aircraft equipped for ultra-low volume (ULV) dispersal of insecticides for the control of mosquitoes within the confines of Fort Bend County. This aircraft must be capable of, and shall be operated at a speed and altitude commensurate with safety for this type of work. Such aircraft(s) must also be operable and ready for immediate use within twenty-four (24) hours of notification to the vendor by Fort Bend County. Equipment in the aircraft(s) used to spray the insecticide shall be of the type and condition which will dispense all the chemical in conformity with chemical label requirements, in strict conformity with all requirements of the EPA, the Texas Natural Resources Conservation Commission

Initials of Bidder 

(TNRCC), Texas Department of State Health Services (TDSHS), FAA, Fort Bend County and all municipal requirements.

- 8.2 Special Aircraft Equipment – The following equipment shall be present on the aircraft for monitoring location(s) of spray applications and the amount of insecticide applied: (1) A GPS system capable of automatically recording spray swath length and width for location(s) of treatment; (2) A device capable of automatically measuring and recording application rates and providing a printed record of this application shall be used to monitor the insecticide amounts being sprayed; and (3) Weather equipment capable of automatically measuring wind speed and direction at ground level and actual spray elevation.
- 8.3 Aircraft and Airport Cost – Vendor, at its sole cost and expense, shall provide pilot(s), gas, oil, maintenance, aircraft certification and insurance as required to insure the safe operations of the aircraft at all times under all conditions. Vendor, at its sole cost and expense, shall furnish airport space in an airport in Fort Bend County, Harris County or Brazoria County. All airport costs, including but not limited to, landing and tie down fees, loading or unloading of insecticides, or chemicals necessary to perform the work or comply with all provisions of this contract are the responsibility of the vendor and shall be furnished without cost or expense to Fort Bend County.
- 8.4 Pilot or Co-pilot – Vendor shall provide fully licensed and experience pilot(s) and copilot(s) for the operation of the aircraft for ULV flights. The pilots and copilots shall be properly trained, licensed, and certified. They shall meet all requirements as specified in FAA, EPA, TNRCC or other federal or state requirements for ULV flights for the dispersal of insecticides or other chemicals for control of mosquito populations, including, but not limited to, certification as a pesticide applicator in the commercial category of aerial application.
- 8.5 Pilot Training (minimums) – All pilots in command shall have a minimum of 500 documented flight hours in the aircraft being operated. All pilots in command or otherwise must have a minimum of 100 documented hours of aerial insect control involving ULV flights. All pilots must comply with Federal Drug Free Work Place Policies and FAA regulations regarding operation of the aircraft.
- 8.6 Pilot and Co-pilot Licensing and Certification(s) – The pilot, co-pilots and all other personnel shall be properly trained, certified and shall meet all the requirements as specified in FAA regulations. The vendor shall be able to provide any license/certification(s) that are required by either local, state (Texas) or federal agencies for the aerial application of insecticides. The pilot and co-pilot shall meet the EPA and State of Texas standard for certification as an insecticide applicator in the commercial category of aerial application.

All pilots shall be properly licensed and certified by the FAA. The vendor and its pilots and co-pilots or other personnel engaged in the spraying operation, subsequent

Initials of Bidder: 

to receipt of a notice to proceed under the purchase order and prior to beginning the first spray operations, shall visit the local FAA office. The FAA will be informed of the emergency spraying to occur, presented with the current licenses, certification(s) and all documents or information regarding the flights to occur. The vendor shall request that the FAA verify in writing that all requirements and certifications have been met for the flights. Such FAA certifications shall be delivered to Fort Bend County prior to the commencement of the first flight.

8.7 Chemicals:

8.7.1 Fort Bend County will determine the products/insecticides that will be used at the time that the emergency is declared and shall be listed on the purchase order. All products shall be handled and applied by the vendor in strict accordance with label instructions, and must meet all local, state and federal regulations, including environmental concerns.

8.7.2 The chemical to be utilized during these applications is Dibrom (trade name) commonly referred to as Naled. The application rate to be used is 0.75 ounces/acre. Fort Bend County must approve any modification(s) of this requirement.

8.7.3 Equipment and Handling – The vendor shall furnish all equipment, including the insecticides to be sprayed. The vendor shall be responsible for storing, transporting, and loading the insecticide into the aircraft. Storage, transportation, mixing and loading of the insecticide shall be in accordance with the rules and regulations of the local, state and federal law. The vendor shall be responsible for the proper disposal of all empty insecticide containers according to the label instructions and local, state, and federal regulations.

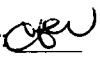
8.7.4 Insecticide Management – Insecticides shall be handled in accordance with all appropriate local, federal and state regulations. Insecticides selected for use must be registered for the intended use by the EPA and must be used in a manner consistent with label instructions and precautions. Specifically, at a minimum, the following laws must be adhered to:

- a) Public Law 95-296, Federal Insecticide, Fungicide Rodenticide Act, as amended (92 Stat. 819).
- b) Public Law 91-596, Occupational Safety and Health Act of 1970, (84 Stat. 1609, 29 USC 668) 29 December 1970.

8.7.5 Insecticide Training – All personnel involved in these pesticide applications shall be properly trained in the safe application of insecticides. The vendor shall provide along with their bid, evidence that personnel utilized are properly certified by the state (Texas) in the handling and commercial application of insecticides.

Initials of Bidder 

- 8.8 Spray – Vendor warrants, covenants and agrees that the equipment in the aircraft will be of the type and kind necessary for the deployment of chemicals in an amount that is in strict accordance with the label and all directions provided by the manufacturer that is required by any law, regulation, rule, direction or requirements of the federal government, including but not limited to the EPA, state (Texas) including, but not limited to, the TNRCC, trade organization regulating the spraying of the chemical or other safety or environmental regulation or requirement. Vendor further warrants, covenants and agrees that it is solely responsible for the mixture, handling, determination and actions necessary for the application of the spray and the selection, regulation, maintenance and control, of the equipment utilized.
- 8.9 Area To Be Sprayed – The area to be sprayed, estimated to be up to 100,000 acres, shall be identified by Fort Bend County in the purchase order(s) furnished to the vendor as hereinafter provided. The vendor shall be solely responsible for the determination of the flight path(s) of the aircraft, as required to provide spray coverage within the boundary of the area(s) identified. The vendor shall, without any expense to Fort Bend County, be responsible for determining any restricted flight areas or corridors or other requirements and obtaining all necessary clearance, licenses and permits required for provision of the services herein in a timely manner. The vendor shall comply fully with all such requirements and limitations and with any applicable local, state, federal, municipal laws, codes and regulations in connection with the execution of the work. The vendor shall provide Fort Bend County with a GPS record of the treated area(s) and a printed record of the monitoring devices record of the insecticide used within six (6) hours of completion. Additionally, the vendor shall provide Fort Bend County with weather data, wind speed and direction from the ground level along with the spray elevation.
- 8.10 Spray Schedule – The vendor shall notify Fort Bend County of the flight(s) schedule and path(s) before work begins. To maximize abatement, spraying shall be done at peak mosquito activity and when environmental conditions exist that are in accordance to label instructions. The vendor shall be solely responsible for the determination of all conditions and will make all determinations and take all necessary actions to determine the spray schedule and maintain the spray within the boundary of the treatment area as shown in the purchase order. Flight times must be coordinated with and approved by Fort Bend County.
- 8.11 Response to The Notice Of Declaration of Emergency:
- 8.11.1 Upon notice that an emergency condition has been declared by Fort Bend County that will require aerial spraying on part or all of Fort Bend County, Texas, the vendor shall immediately make all preparations, as referenced within this specification, of such notice. All equipment and personnel necessary to comply with the terms of this contract shall be located within a six (6) hour flight time from Fort Bend County. Vendor shall respond within twenty-four (24) hours of declaration of emergency. All necessary actions to comply with the requirements of this contract

Initials of Bidder 

shall be completed and spraying commenced within forty-eight (48) hours of notice. This schedule can be modified by agreement between the vendor and Fort Bend County as necessary to reflect actual requirements at the time the purchase order is issued. No spraying shall be accomplished until notice to proceed has been given to the vendor.

8.11.2 If the vendor shall neglect/fail or refuse to provide services within the required time frames specified by Fort Bend County, the vendor shall immediately notify in writing of the cause(s) of delay.

8.11.3 If the vendor shall be delayed in the completion of his work due to unforeseeable cause which is beyond his/her control and without fault or negligence, including, but not restricted to, acts of God, the period herein above specified for the completion of delivery shall be extended by such time as approved by Fort Bend County.

## 9.0 PRICING/DELIVERY INFORMATION:

Vendor must complete open spaces provided below. Quantities are estimated, Fort Bend County may require more or less. In case of discrepancy between unit and total pricing, unit pricing governs. Fort Bend may award to a primary and secondary vendor. Pricing must be all inclusive. Fort Bend County will not allow for any other rates or charges.

Spraying of Dibrom (naled) at an application rate of 0.75 ounces per acre:

<u>Acreage Range of Spraying</u>	<u>Unit of Measure</u>	<u>Estimated Quantity</u>		<u>Unit Price</u>		<u>Total Price</u>
5,000 to 24,999	Acre	24,999	x	\$ 1.84	/acre =	\$ 45,998.16
25,000 to 49,999	Acre	49,999	x	\$ 1.84	/acre =	\$ 91,998.16
50,000 to 74,999	Acre	74,999	x	\$ 1.84	/acre =	\$ 137,998.16
75,000 to 100,000	Acre	100,000	x	\$ 1.84	/acre =	\$ 184,000.00
Grand Total						\$ 459,994.98

## 10.0 POINT OF CONTACT:

Point of contact for this contract is Debbie Kaminski, CPPB, Assistant County Purchasing Agent (281) 341-8643 or Debbie.Kaminski@fortbendcountytexas.gov.

Initials of Bidder: CEW

**11.0 ADDITIONAL REQUIRED FORMS:**

All vendors submitting are required to complete the attached and return with submission:

11.1 Vendor Form

11.2 W9 Form

11.3 Tax Form/Debt/Residence Certification

**CONTRACT SHEET**  
**BID 14-057**

**THE STATE OF TEXAS**  
**COUNTY OF FORT BEND**

This memorandum of agreement made and entered into on the 24 day of June, 20 14, by and between Fort Bend County in the State of Texas (hereinafter designated County), acting herein by County Judge Robert Hebert, by virtue of an order of Fort Bend County Commissioners Court, and Clark Environmental Mosquito Management Inc. (hereinafter designated Contractor).  
(company name)


**WITNESSETH:**

The Contractor and the County agree that the bid and specifications for **Contingency Aerial Spraying for Mosquito Control** which are hereto attached and made a part hereof, together with this instrument and the bond (when required) shall constitute the full agreement and contract between parties and for furnishing the items set out and described; the County agrees to pay the prices stipulated in the accepted bid.

It is further agreed that this contract shall not become binding or effective until signed by the parties hereto and a purchase order authorizing the items desired has been issued.

Executed at Richmond, Texas this 24 day of June, 20 14.

By:   
County Judge

By:   
Signature of Contractor

By: Clark E. Wood, Vice President/Service Operations  
Printed Name and Title



**Fort Bend County  
Bid 14-057**

**Q & A #1**

Question 1: What is the expected turnaround time for reporting after spray missions are completed?

Answer: Fort Bend HHS should be notified no later than the following work day of a completed mission. Reports should be submitted within 2 days.

Question 2: How many acres does the County usually spray per mission?

Answer: Aerial spraying is a new capability being developed by Fort Bend County. No baseline data exists to provide an adequate response.

Question 3: Is there a minimum amount of acres to spray per mission?

Answer: As indicated in Bid, Section 8.0, 5000 acres is the minimum mission size.



**COUNTY PURCHASING AGENT**  
Fort Bend County, Texas

Gilbert D. Jalomo, Jr., CPPB  
County Purchasing Agent

(281) 341-8640  
Fax (281) 341-8642 or 341-8645

**Vendor Information**

Federal ID # or S.S #		Dun and Bradstreet # <b>02-557-3783</b>
Type of Business	<input checked="" type="checkbox"/> Corporation/LLC <input type="checkbox"/> Sole Proprietor/Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Tax Exempt Organization	
Legal Company Name	Clarke Environmental Mosquito Management, Inc.    Year Business was Established <u>1958</u>	
Remittance Address	675 Sidwell Court	
City/State/Zip	Saint Charles, IL 60174	
Physical Address	675 Sidwell Court	
City/State/Zip	Saint Charles, IL 60174	
County	<input type="checkbox"/> Fort Bend County    Other: <input type="checkbox"/> Kane County, IL	
Phone/Fax Number	Phone: <b>630-894-2000</b> Fax: <b>630-443-3070</b>	
Contact Person	Clark E. Wood, Vice President/Service Operations	
E-mail	cwood@clarke.com	
Special Notes	Doug Carroll is the Clarke Texas Representative 817-600-5353	
The Company listed above is a (check all that apply and attached certificate).	<input type="checkbox"/> DBE-Disadvantaged Business Enterprise <b>Certification #</b> _____ <input type="checkbox"/> SBE-Small Business Enterprise <b>Certification #</b> _____ <input type="checkbox"/> HUB-Texas Historically Underutilized Business <b>Certification #</b> _____ <input type="checkbox"/> WBE-Women's Business Enterprise <b>Certification #</b> _____ <input type="checkbox"/> MBE-Minority Business Enterprise <b>Certification #</b> _____	
Company's gross annual receipts:	<input type="checkbox"/> < \$500,000 <input type="checkbox"/> \$500,000-\$4,999,999 <input checked="" type="checkbox"/> \$5,000,000-\$16,999,999 <input type="checkbox"/> \$17,000,000-\$22,399,999 <input type="checkbox"/> >\$22,400,000	
NAICs codes (Please enter all that apply).	561710, 325320	

**PLEASE NOTE:** W-9 needs to be attached in order to be entered into our system

## Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

Print or type See Specific Instructions on page 2:	Name (as shown on your income tax return) <b>Clarke Environmental Mosquito Management, Inc.</b>	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	
	Exemptions (see instructions): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____	
	Address (number, street, and apt. or suite no.) <b>675 Sidwell Court</b> City, state, and ZIP code <b>St. Charles, IL 60174</b> List account number(s) here (optional)	
Requester's name and address (optional)		

<b>Part I Taxpayer Identification Number (TIN)</b> Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3. <b>Note.</b> If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.	<b>Social security number</b> [ ][ ]-[ ][ ]-[ ][ ][ ][ ][ ][ ] <b>Employer identification number</b> [ ][ ][ ][ ]-[ ][ ][ ][ ][ ][ ][ ][ ][ ][ ]
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<b>Part II Certification</b> Under penalties of perjury, I certify that: 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and 3. I am a U.S. citizen or other U.S. person (defined below), and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct. <b>Certification instructions.</b> You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.	<b>Signature of U.S. person</b> ▶ <i>Carrie Patton</i> <b>Date</b> ▶ <i>2014</i>
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### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** The IRS has created a page on IRS.gov for information about Form W-9, at [www.irs.gov/w9](http://www.irs.gov/w9). Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

**Note.** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
06/07/2014

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> MARSH USA INC. 540 W. MADISON CHICAGO, IL 60661 Attn: Chicago.CertRequest@marsh.com  CEMM	<b>CONTACT</b> NAME: _____ PHONE (A/C, No, Ext): _____ E-MAIL: _____ ADDRESS: _____  <b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: Lexington Insurance Company INSURER B: Commerce And Industry Ins Co INSURER C: Insurance Company of the State of Pennsylvania INSURER D: N/A INSURER E: _____ INSURER F: _____  NAIC # 19437 19410 19429 N/A
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**COVERAGES****CERTIFICATE NUMBER:**

CHI-004948624-01

**REVISION NUMBER: 2**

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
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Products Pollution  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			EG1950828	11/01/2013	11/01/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			CA6530642	11/01/2013	11/01/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ COMP/COLL DED \$ 1,000
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE  DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ DED \$
C	<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 <input checked="" type="checkbox"/> N	N/A	WC 025-07-2254 (AOS) WC 025-07-2255 (CA)	11/01/2013 11/01/2013	11/01/2014 11/01/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER 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 (Attach ACORD 101, Additional Remarks Schedule, if more space is required)**

Fort Bend County and its employees are included as an additional insured under the General Liability and Automobile Liability policies as respects to their interest per written contract with the named insured. A waiver of subrogation applies to the General Liability, Automobile Liability and Workers Compensation policies per written contract with the named insured and where allowable by State statutory laws.

**CERTIFICATE HOLDER****CANCELLATION**

Fort Bend County Purchasing Department Travis Annex 301 Jackson, Suite 201 Richmond, TX 77469	<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.</b>  <b>AUTHORIZED REPRESENTATIVE</b> of Marsh USA Inc. Manashi Mukherjee <i>Manashi Mukherjee</i>
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**ENDORSEMENT NO. 5**

This endorsement, effective 12:01 AM, November 1, 2013

Forms a part of Policy No: EG 1950828

Issued to: THE CLARKE GROUP, INC.

By: LEXINGTON INSURANCE COMPANY

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED PRIMARY AND NON-CONTRIBUTORY ENDORSEMENT -  
OWNERS, LESSEES OR CONTRACTORS - YOUR WORK**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY AND  
POLLUTION LEGAL LIABILITY POLICY**

**SCHEDULE**

**Name of Additional Insured Person(s) or Organization(s):**

BLANKET WHERE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

**Location(s) of Covered Operation(s):**

- I. Solely as respects **COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY, COVERAGE B - PERSONAL AND ADVERTISING INJURY LIABILITY, COVERAGE E-2 PRODUCTS POLLUTION AND EXPOSURE LIABILITY, and COVERAGE E-3 - CONTRACTORS POLLUTION LIABILITY, SECTION II - WHO IS AN INSURED** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for **bodily injury, property damage, personal and advertising injury, environmental damage or emergency response costs** caused, in whole or in part, by:

A. Your acts or omissions; or

B. The acts or omissions of those acting on your behalf;

in the performance of **your work** for the additional insured(s) at the location(s) designated above.

- II. As respects the coverage afforded the additional insured(s) scheduled above, this insurance is primary and non-contributory, and our obligations are not affected by any other insurance carried by such additional insured(s) whether primary, excess, contingent, or on any other basis.

All other terms, conditions and exclusions shall remain the same.



**AUTHORIZED REPRESENTATIVE**  
or countersignature (in states where applicable)

POLICY NUMBER: CA 653-06-42

COMMERCIAL AUTO  
CA 20 48 02 99

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
GARAGE COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM  
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective: 11/01/2013	Countersigned By:   (Authorized Representative)
Named Insured: CLARKE ENVIRONMENTAL MOSQUITO	

### SCHEDULE

Name of Person(s) or Organization(s):  
WHERE REQUIRED BY WRITTEN CONTRACT

**ENDORSEMENT NO. 27**

This endorsement, effective 12:01 AM, November 1, 2013

Forms a part of Policy No: EG 1950828

Issued to: THE CLARKE GROUP, INC.

By: LEXINGTON INSURANCE COMPANY

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY  
AGAINST OTHERS TO US ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY AND  
POLLUTION LEGAL LIABILITY COVERAGE FORM**

It is hereby agreed as follows:

**SECTION IV - CONDITIONS, Paragraph 7. Transfer of Rights of Recovery Against Others to Us - Applicable to Coverages A, B, C and E** is amended by the addition of the following at the end of such subparagraph:

We waive any right of recovery we may have against the person or organization shown in the Schedule below because of payments we make under Coverage A, B, C and E for injury or damage arising out of your ongoing operations or **your work** done under a contract with that person or organization and included in the **products-completed operations hazard**. This waiver applies only to the person or organization shown in the Schedule below.

**SCHEDULE**

**Name of Person or Organization:**

BLANKET WHERE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

All other terms, conditions, and exclusions shall remain the same.



**AUTHORIZED REPRESENTATIVE**  
or countersignature (in states where applicable)

## ENDORSEMENT

This endorsement, effective 12:01 A.M. 11/01/2013 forms a part of

policy No. CA 653-06-42 issued to CLARKE ENVIRONMENTAL MOSQUITO

by COMMERCE AND INDUSTRY INSURANCE COMPANY

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

### **WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US**

*This endorsement modifies insurance provided under the following:*

#### **BUSINESS AUTO COVERAGE FORM**

**Section IV - Business Auto Conditions, A. - Loss Conditions, 5. - Transfer of Rights of Recovery Against Others to Us**, is amended to add:

However, we will waive any right of recovery we have against any person or organization with whom you have entered into a contract or agreement because of payments we make under this Coverage Form arising out of an "accident" or "loss" if:

- (1) The "accident" or "loss" is due to operations undertaken in accordance with the contract existing between you and such person or organization; and
- (2) The contract or agreement was entered into prior to any "accident" or "loss".

No waiver of the right of recovery will directly or indirectly apply to your employees or employees of the person or organization, and we reserve our rights or lien to be reimbursed from any recovery funds obtained by any injured employee.



\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE



**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

This endorsement changes the policy to which it is attached effective on inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy).

This endorsement, effective 12:01 AM 11/01/2013 forms a part of Policy No. WC 025-07-2254

Issued to CLARKE ENVIRONMENTAL MOSQUITO MANAGEMENT, INC.

By THE INSURANCE COMPANY OF THE STATE OF PENNSYLVANIA

Premium 2%

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

**Schedule**

**ANY ENTITY IN WHICH THE INSURED IS REQUIRED TO  
PROVIDE A WAIVER UNDER A WRITTEN CONTRACT.**

This form is not applicable in California, Kentucky, New Hampshire, New Jersey, North Dakota, Ohio, Tennessee, Texas, Utah, or Washington.

WC 00 03 13  
(Ed. 04/84)

Countersigned by \_\_\_\_\_



**Authorized Representative**

# CERTIFICATE OF INSURANCE

Issued By MARSH USA Inc. on Behalf of Various Insurers

This is to certify to  
(Certificate Holder):

**Fort Bend County and members of the Commissioner's Court**  
**Purchasing Department**  
**Travis Annex**  
**301 Jackson, Suite 201**  
**Richmond, TX 77469**

The following policy(ies)  
have been issued for:

**The Clarke Group, Inc.; Clarke Environmental Mosquito Management, Inc.; ET AL**  
**159 Garden Avenue**  
**Roselle, Illinois 60172**

**AIRCRAFT POLICY NO:** 9958-5338-04  
**INSURANCE COMPANY:** Federal Insurance Company

**POLICY PERIOD:** FROM: 11/1/13 TO: 11/1/14

## LIABILITY COVERAGES:

## EACH PERSON

## EACH OCCURRENCE

- ☐ **Bodily Injury**  
☐ **Property Damage**  
☐ **Passenger Bodily Injury**  
☒ **Single Limit Including Passengers,**  
☐ **with Passenger Liability Limited to:**

\$  
\$ XXX  
\$  
\$ XXX  
\$2,000,000  
\$ XXX

## DESCRIPTION OF AIRCRAFT

## PHYSICAL DAMAGE COVERAGE: ALL RISKS GROUND AND IN-FLIGHT

**FAA  
NUMBER**

**YEAR**

**MAKE & MODEL**

**INSURED  
VALUE  
\$**

**DEDUCTIBLES  
NOT IN-MOTION  
\$**

**IN-MOTION  
\$**

☒ As respects any Aircraft operated on or on behalf of the Named Insured covered under the above referenced Policy

**EXCESS AIRCRAFT POLICY NO:** 9977-6985-02  
**INSURANCE COMPANY:** Federal Insurance Company

**POLICY PERIOD:** FROM: 11/1/13 TO: 11/1/14

## LIABILITY COVERAGES:

## EACH PERSON

## EACH OCCURRENCE

- ☐ **Bodily Injury**  
☐ **Property Damage**  
☐ **Passenger Bodily Injury**  
☒ **Single Limit Excluding Occupants**

\$  
\$ XXX  
\$  
\$ XXX  
\$

## This Certificate Holder is:

- ☐ Included as a Loss Payee for Aircraft Physical Damage Coverage.  
☐ Provided Breach of Warranty Coverage on Aircraft Physical Damage Coverage not to exceed 90% of the Insured Value.  
☒ Is included as an Additional Insured on Aircraft Liability Coverage, but only with respect to operations of the Named Insured.  
☒ Is provided a Waiver of Subrogation, but only as respects Aircraft Physical Damage Coverage.

## OTHER COVERAGES/CONDITIONS/REMARKS:

Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to provide thirty (30) days notice to the certificate holder, subject to ten (10) days notice in the event of policy cancellation due to non payment of premium, however, the Company assumes no responsibility for the failure to provide such notice. This Certificate does not change in any way the actual coverages provided the policy(ies) specified above.

**Agency Name:** MARSH USA, Inc./IL  
**Agency Phone:** 312-627-6829

**MARSH USA, Inc. Representative:**

*Debra S. Jorgensen*

**Date:** June 6, 2014



# CERTIFICATE OF INSURANCE

Issued By MARSH USA Inc. on Behalf of Various Insurers

This is to certify to  
(Certificate Holder):

**Fort Bend County and members of the Commissioner's Court  
Purchasing Department  
Travis Annex  
301 Jackson, Suite 201  
Richmond, TX 77469**

The following policy(ies)  
have been issued for:

**The Clarke Group, Inc.; Clarke Environmental Mosquito Management, Inc.; ET AL  
159 Garden Avenue  
Roselle, Illinois 60172**

**AIRCRAFT POLICY NO:  
INSURANCE COMPANY:**

9958-5338-04  
Federal Insurance Company

**POLICY PERIOD:** FROM: 11/1/13 TO: 11/1/14

## LIABILITY COVERAGES:

## EACH PERSON

## EACH OCCURRENCE

- ☐ Bodily Injury  
☐ Property Damage  
☐ Passenger Bodily Injury  
☒ Single Limit Including Passengers,  
☐ with Passenger Liability Limited to:

\$  
\$ XXX  
\$  
\$ XXX  
\$5,000,000  
\$ XXX

## DESCRIPTION OF AIRCRAFT

## PHYSICAL DAMAGE COVERAGE: ALL RISKS GROUND AND IN-FLIGHT

FAA  
NUMBER

YEAR

MAKE & MODEL

INSURED  
VALUE  
\$

DEDUCTIBLES  
NOT IN-MOTION  
\$

IN-MOTION  
\$

☒ As respects any Aircraft operated on or on behalf of the Named Insured covered under the above referenced Policy

**EXCESS AIRCRAFT POLICY NO:  
INSURANCE COMPANY:**

9977-6985-02  
Federal Insurance Company

**POLICY PERIOD:** FROM: 11/1/13 TO: 11/1/14

## LIABILITY COVERAGES:

## EACH PERSON

## EACH OCCURRENCE

- ☐ Bodily Injury  
☐ Property Damage  
☐ Passenger Bodily Injury  
☒ Single Limit Excluding Occupants

\$  
\$ XXX  
\$  
\$ XXX  
\$5,000,000 xs of \$5,000,000

## This Certificate Holder is:

- ☐ Included as a Loss Payee for Aircraft Physical Damage Coverage.  
☐ Provided Breach of Warranty Coverage on Aircraft Physical Damage Coverage not to exceed 90% of the Insured Value.  
☒ Is included as an Additional Insured on Aircraft Liability Coverage, but only with respect to operations of the Named Insured.  
☒ Is provided a Waiver of Subrogation, but only as respects Aircraft Physical Damage Coverage.

## OTHER COVERAGES/CONDITIONS/REMARKS:

Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to provide thirty (30) days notice to the certificate holder, subject to ten (10) days notice in the event of policy cancellation due to non payment of premium, however, the Company assumes no responsibility for the failure to provide such notice. This Certificate does not change in any way the actual coverages provided the policy(ies) specified above.

Agency Name: MARSH USA, Inc./IL  
Agency Phone: 312-627-6829

MARSH USA, Inc. Representative:

*Melissa S. Jany*

Date: June 6, 2014



Job No.: 14-057

**TAX FORM/DEBT/ RESIDENCE CERTIFICATION**  
**(for Advertised Projects)**

Taxpayer Identification Number (T.I.N.):   

Company Name submitting Bid/Proposal: Clarke Environmental Mosquito Management, Inc.

Mailing Address: 675 Sidwell Court, Saint Charles, IL 60174

Are you registered to do business in the State of Texas? ☒ Yes ☐ No

If you are an individual, list the names and addresses of any partnership of which you are a general partner or any assumed name(s) under which you operate your business

Clarke Environmental Mosquito Management, Inc. has a partnership with Dynamic Aviation of Bridgewater, VA.

I. **Property**: List all taxable property in Fort Bend County owned by you or above partnerships as well as any d/b/a names. Include real and personal property as well as mineral interest accounts. (Use a second sheet of paper if necessary.)

Fort Bend County Tax Acct. No.\*

Property address or location\*\*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\* This is the property account identification number assigned by the Fort Bend County Appraisal District.

\*\* For real property, specify the property address or legal description. For business personal property, specify the address where the property is located. For example, office equipment will normally be at your office, but inventory may be stored at a warehouse or other location.

II. **Fort Bend County Debt** - Do you owe any debts to Fort Bend County (taxes on properties listed in I above, tickets, fines, tolls, court judgments, etc.)?

☐ Yes ☒ No

If yes, attach a separate page explaining the debt.

III. **Residence Certification** - Pursuant to Texas Government Code §2252.001 *et seq.*, as amended, Fort Bend County requests Residence Certification. §2252.001 *et seq.* of the Government Code provides some restrictions on the awarding of governmental contracts; pertinent provisions of §2252.001 are stated below:

(3) "Nonresident bidder" refers to a person who is not a resident.

(4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

☐ I certify that \_\_\_\_\_ is a Resident Bidder of Texas as defined in Government Code §2252.001.  
[Company Name]

☒ I certify that Clarke Environmental Mosquito Management, Inc. is a Nonresident Bidder as defined in Government Code §2252.001 and our principal place of business is Saint Charles, IL.  
[Company Name] [City and State]