

COUNTY OF YORK, VIRGINIA
INVITATION FOR BIDS (IFB)

IFB #: 2006

Date Issued: June 16, 2016

Title: **AERIAL SPRAYING SERVICES: ANNUAL CONTRACT**

Classification Code: 98872

Issuing Agency:

County of York, Virginia
Central Purchasing
120 Alexander Hamilton Blvd
P.O. Box 532
Yorktown, Virginia 23690

Using Agency And/Or Location
Where Work Will Be Performed:

Department of Public Works
Division of Mosquito Control
105 Service Drive
Yorktown, Virginia 23692

Sealed Bids Will Be Received Until **3:00P.M., Wednesday, July 20, 2016.** At Which Time They Shall Be Opened In Public And Read Aloud.

*******TWO (2) COPIES OF BID ARE REQUIRED*******

All Inquiries For Information Should Be Directed To: Louise Stokes, CPPB, Senior Buyer,
Central Purchasing Office, Telephone: (757) 890-3680.

SEND BIDS DIRECTLY TO THE ISSUING AGENCY SHOWN ABOVE

In Compliance With This Invitation For Bids And To All The Conditions Imposed Herein, The Undersigned Offers And Agrees to Furnish The Materials Described At the Prices Indicated In Section 15.0.

Name and Address of Firm:

Date: _____

By: _____

Signature in Ink

Title: _____

Print Name: _____

Telephone No.: _____

Federal Tax ID#: _____

Facsimile No.: _____

State Corporation Commission (SCC) # _____

1.0 PURPOSE:

It is the express purpose of this formal Invitation for bid (IFB) to provide Aerial Spraying Services to York County to include equipment and manpower necessary to perform aerial adulticiding; but not limited to, pesticide flow metering and night vision capability, for mosquito abatement and control in the areas the County deems appropriate for the County of York (“Owner”) Department of Public Works, Division of Mosquito Control, County of York, Virginia, at a time or times to be selected by Owner.

Renewals: The contract shall be for a term of one (1) year, and that may be extended at the Owner’s option of four (4) additional one-year periods. The decision as to whether to exercise the next renewal option will be made by the Contract Officer approximately four to six months in advance of the expiration date of the current term.

2.0 SPECIFICATIONS:

Specifications are provided by the Division of Mosquito Control, Attn: Rob Krieger, Chief of Operations, Department of Public Works as described in Section 2.1.

2.1 DESCRIPTION: Provide aerial applications in Accordance with ULV (Ultra Low Volume) application specifications using a dual engine fixed wing aircraft. Contractor will comply with all federal, state and local statutes in performance of this contract. Contractor will provide the Owner emergency or as needed aerial spraying operations per this solicitation.

3.0 OWNER’S REQUIREMENTS:

Application, handling and storage of pesticides shall be in accordance with all applicable federal, state and local laws. The York County Division of Mosquito Control will supply pesticides, Dibrom/Duet/Trumpet or equivalent and directions and instructions for each map area to be sprayed. Pesticides will be applied only to areas specified and provided with the Division of Mosquito Control. Application shall be made by aerial spraying in accordance with specifications, calibration and application rates specified by the Division of Mosquito Control and pesticide manufacturer. The application rate will be the legal label rate per acre. The Bidder will not be compensated for improper application techniques. The Owner’s representatives shall be allowed to inspect and monitor storage, handling and application of pesticides. The Owner does not guarantee a minimum acreage to be sprayed. The Owner agrees to provide all required notification to public with respect to aerial spraying.

4.0 BIDDER’S RESPONSIBILITY:

- 4.1 The Bidder shall furnish all personnel, materials and equipment necessary to complete the work.
- 4.2 The Bidder shall be duly licensed and qualified independent Contractor.
- 4.3 The Bidder will be responsible for proper handling and storage of pesticides provided by the Owner.

- 4.4 The Bidder shall furnish ground support as required to insure uniform coverage of pesticide during operations.
- 4.5 The Bidder will provide the Division of Mosquito Control all records showing locations, dates and times of applications.
- 4.6 The Bidder shall provide spraying service for the entire County of York, Virginia acreage area.
- 4.7 The Bidder shall begin spraying operations within 48 hours after notification from the Owner.
- 4.8 The Bidder shall be responsible for obtaining all necessary permits and payment of fees for work performed under this contract.
- 4.9 The Bidder will be responsible for repairing all damage to public and private property caused by the operation.
- 4.10 The Bidder shall have at least ten years of experience in providing the services outlined in this contract.
- 4.11 For questions relating to this IFB contact Robert Krieger, Chief of Public Works, Mosquito Control, (757)890-3824 or email: Robert.krieger@yorkcounty.gov

5.0 GENERAL TERMS AND CONDITIONS:

Applicable Policy:

This solicitation is subject to the provisions of the County of York, Virginia Procurement Policy (Ordinance No. O12-13(R)) dated September 18, 2012 and any revisions thereto.

5.1 MANDATORY USE OF FORM:

All responses to an Invitation for Bid (IFB) must be submitted on and in accordance with this form. If more space is required to furnish a description of the good and/or services offered or delivery terms, Bidder may attach a letter hereto which will be made a part of the bid. All bids must be submitted in a sealed envelope plainly marked with the IFB number, date and time of bid opening.

5.2 OPENING DATE/TIME:

Bids and amendments thereto, or withdrawal of bids submitted, if received by Owner after the date and time specified for the scheduled bid opening, will not be considered. It will be the responsibility of Bidder to see that its bid is in the Purchasing office by the specified time and date. There will be no exceptions. Date of postmark will not be considered. Phone or telegraphic bids (including FAX) will not be accepted.

5.3 CLARIFICATION OF TERMS:

Questions about the specifications or other solicitation documents, should be directed to the buyer whose name appears on the face of this solicitation. Any revisions to the solicitation will be made only by addendum issued by the Owner.

5.4 TESTING/INSPECTION:

Owner reserves the right to conduct any test or inspection it may deem advisable to ensure that goods and services conform to the specifications.

5.6 INVOICES:

Invoices for goods or services ordered, delivered and accepted shall be submitted directly to the 'INVOICE TO:' address shown on the purchase order or contract. All invoices shall show the Contract number and/or purchase order number. Any payment terms requiring payment in less than thirty (30) days will be regarded as requiring payment thirty (30) days after invoice or delivery, whichever occurs last. However, this shall not affect offers or discounts for payment in less than thirty (30) days.

5.7 DEFAULT:

In the event of a default by Contractor, the Owner reserves the right to procure the goods and/or services from other sources, and hold the Contractor liable for any excess cost occasioned thereby. If, however, public necessity requires the use of materials or supplies not conforming to the specifications, they may be accepted and payment therefore shall be made at a proper reduction in price.

5.8 ETHICS IN PUBLIC CONTRACTING:

By submitting its bid, each Bidders certifies that its bid is made without collusion or fraud and that it has not offered or received any kickbacks or inducements from any other bidder, supplier, manufacturer or subcontractor in connection with its bid, and that it has not conferred on any public employee having official responsibility for this procurement any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised unless consideration of substantially equal or greater value was exchanged.

5.9 ANTI-DISCRIMINATION:

By submitting its bids or proposals, Bidder certifies to the Owner that it will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Act of 1975, as amended, and Section 11-51 of the Virginia Public Procurement Act which provides:

In every contract over \$10,000, the provisions of a. and b. below apply:

a. During the performance of this Contract, the Contractor agrees as follows:

The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

Contractor, in all solicitations for advertisements for employees placed in behalf of Contractor, will state that Contractor is an equal opportunity employer.

Notices, advertisements and solicitations placed in accordance with Federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

- b. Contractor will include the provisions of a. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

5.10 IMMIGRATION REFORM AND CONTROL ACT OF 1986:

Bidder certifies that it does not and will not during the performance of the Contract, violate the provisions of the Federal Immigration Reform and Control Act of 1986, which prohibits employment of illegal aliens.

5.11 INDEMNITY AGREEMENT:

The following shall be deemed included as a condition of any contract awarded as a consequence of this bid:

Contractor and all subcontractors shall bear all loss, expense (including reasonable attorney's fees) and damage in connection with, and shall indemnify Owner against and save Owner harmless from all claims, demands, and judgments made or recovered against Owner because of bodily injuries, including death at any time resulting therefrom, and/or because of damage to property, from any cause whatsoever, arising out of, incidental to, or in connection with the performance of the Contract whether or not due to any act of its or their employees, servants or agents and whether or not due to any act of omission or commission, including negligence, but excluding sole negligence, of Owner, its employees, servants, or agents. Compliance by Contractor with the insurance provisions hereof shall not relieve Contractor from liability under this provision.

- 5.12 If Contractor is organized as a stock or nonstock corporation, a limited liability company, a business trust, or a limited partnership, or is registered as a registered limited liability

partnership, Contractor must be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia, or as otherwise required by law. If Contractor allows its existence to lapse, or its certificate of authority or registration to transact business in the Commonwealth of Virginia to expire, or be revoked or cancelled, such will be deemed an act of default enabling Owner to all remedies for default, including but not limited to revocation of this contract/agreement.

6.0 INFORMATION FOR BIDDERS TO PROVIDE SERVICES:

- A. Award will be made to the lowest responsible and responsive Bidder. The quality of the services to be supplied, their conformity with the specifications, their suitability to the requirements of the Owner, and the delivery terms will be taken into consideration in making the award.
- B. Cash discounts may be offered by bidder for prompt payment of bills, but such discount will not be taken into consideration in determining the low Bidder but will be taken into consideration in awarding tie bids. The discount period will be computed from the date delivery is accepted at destination or from date correct invoice is received by the consignee, whichever is the later date.
- C. Acceptance of a bid by the Owner is not an order to proceed.
- D. Each bid is received with the understanding that the acceptance in writing by the Owner of the offer to furnish any or all of the services described therein, shall constitute a contract between the bidder and the Owner, which shall bind the bidder on his part to furnish and deliver the services quoted on at the prices stated and in accordance with the conditions of said accepted bid; and the Owner on its part to pay for, at the agreed prices, all services specified and delivered.
- E. All prices and notations must be in ink or typewritten. No erasures permitted. Mistakes may be crossed out and corrections made in ink adjacent and must be initialed and dated in ink by person signing quotations.
- F. All bids must be signed with the firm name and be signed by an officer or authorized employee of the firm. In the case of a corporation, the title of the officer signing must be stated and each officer must be duly authorized. In the case of a partnership, the signature of at least one of the partners must follow the firm name using the term "member of the firm" or "general partner". In the case of a limited liability company, the bid must be signed by the manager (if any) or by a member.
- G. Verify your bid before submission as they cannot be withdrawn or corrected after being opened.

- H. If you do not bid, return this sheet and state reason. Otherwise your name may be removed from our mailing list.
- I. Any and all applicable laws, rules, regulations, ordinances, codes and orders of any and all governmental bodies, agencies, authorities and courts having jurisdiction shall apply.

7.0 INSURANCE: (Revised 04/2012)

The Contractor shall carry insurance in the amount specified below, including the Contractual Liability assumed by the contractor and shall deliver certificates of insurance from carriers acceptable to the owner specifying such limits, along with a proper endorsement naming the "County of York, its Officers, Agents and Employees as Additional Insured, with primary status, without participation from the County's insurers" (on Form No. GL-20-10, or its equivalent) on applicable policy(s). The provisions of this paragraph shall be deemed included in the contract as if fully set out therein.

Further, the successful CONTRACTOR agrees they shall immediately notify, in writing, the Owner of any changes, modifications, and/or termination of any insurance coverages and/or policies required by the resulting contract.

Worker's Compensation and Employer's Liability Coverage A - Statutory Requirement
Coverage B - \$100,000; \$100,000; \$500,000

Comprehensive Automobile Liability, including Owned, Non-Owned
Hired Car Coverage.

Limits of Liability - \$500,000 Per Occurrence Bodily Injury or Property Damage.

Commercial General Liability

Limits of Liability - \$500,000 Per Occurrence Bodily Injury or Property Damage.

Contractual Liability includes the Contractual liability assumed hereunder.

Completed Operations Insurance, to remain in full effect until the date of acceptance of the project by the Owner.

Umbrella Liability

Excess Liability over Employers Liability, Comprehensive Automobile Liability and Commercial Liability policies.

Limits of Liability - \$1,000,000. Each Occurrence

\$1,000,000. Aggregate

8.0 AVAILABILITY OF FUNDS

It is understood and agreed between the parties herein that Owner shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this Contract.

9.0 CLAIMS:

Disputes and claims arising under this agreement shall be processed pursuant to Va. Code Section 15.2-1245 et. seq. The Owner shall give its final decision on any claim of the Contractor within sixty (60) days of the date the claim is submitted to the Clerk of the governing Board of Owner.

10.0 AWARD:

Owner will make the award to the lowest responsive and responsible bidder. Due consideration will be given to price, previous experience, and the ability of the bidder to render required services. Owner reserves the right to conduct any test it may deem advisable and to make all evaluations. Owner also reserves the right to reject any or all bids, in whole or in part, to waive informalities and to delete items prior to making the award, whenever it is deemed in the sole opinion of the Owner to be in its best interest.

11.0 ESTIMATED QUANTITY:

The estimated usage is expressly agreed to be an estimate only, and nothing herein shall bind the Owner to purchase any specified amount of the product. It is also further understood that the Owner shall not be obligated to purchase or pay for any product covered unless and until ordered and received by the Owner.

12.0 TERMINATION OF CONTRACT:

Upon thirty (30) days written notice to Bidder, this agreement may be canceled by the Owner at any time when in the judgment of the Owner the product furnished, or service rendered, by the bidder is not satisfactory. Such termination shall not be deemed a waiver of any rights of the Owner to damages for breach of contract.

13.0 PRICE ESCALATION/DE-ESCALATION:

Price adjustments for changes in the Contractor's cost or transportation cost may be permitted. Requests for price adjustments for any other reasons will not be granted. Offers are submitted with the understanding that no price increases will be authorized for 365 calendar days after the effective date of the contract. Upward price adjustments may be permitted only at the end of this period and each 365 days thereafter and only where verified to the satisfaction of the purchasing office as provided herein. However, "across the board" price decreases are subject to implementation at any time and shall be immediately conveyed to the Owner.

The Contractor shall not give less than 30 days advance written notice of a price increase to the purchasing office. Any approved price change will be effective only at the beginning of the

calendar month following the end of the full 30 day notification period. The Contractor shall document the amount and proposed effective date of the change in price. The price change must affect all accounts serviced by the contractor. Documentation shall be supplied with contractor's request for increase which will: (1) verify that the requested price increase is general in scope and not applicable just to the Owner; and (2) verify the amount or percentage of increase which is being passed on to the contractor by others not under the control of the Contractor. Failure by the Contractor to supply the aforementioned verification with the request for price increase will result in delay of the effective date of such increase. The purchasing office may make such verification as deemed adequate. However, an increase which the purchasing office determines is excessive, regardless of any documentation supplied by the Contractor, may be cause for cancellation of the contract by the purchasing office. The purchasing office will notify using agencies and contractor in writing of the effective date of any increase which is approved. However, the contractor shall fill all purchase orders received prior to the effective date of the price adjustment at the old contract prices. The Contractor is further advised that price decreases which affect the cost of materials, labor, and transportation are required to be passed on to the Owner immediately. Failure to do so will result in action to recoup such amounts.

14.0 **JOINT COOPERATIVE PROCUREMENT:**

This solicitation is being conducted under the provisions of § 2.2-4304 of the Virginia Public Procurement Act (VPPA), "Cooperative Procurement", as stated, a public body may purchase from another public body's contract even if it did not participate in the Invitation for Bid (IFB), if the IFB specified that the procurement was being conducted on behalf of other public bodies. If authorized by the Bidder(s), the resultant contract(s) may be extended to any jurisdiction within the Commonwealth of Virginia to purchase at contract prices in accordance with contract terms and price per acre costs.

Any jurisdiction using such contracts shall place its own order(s) directly with the successful Contractor(s). The County of York acts only as the Contracting Agent and is not responsible for placement of orders, payment or discrepancies of the participating jurisdictions.

It is the Contractor's responsibility to notify the jurisdictions of the availability of contract(s). Bidder desiring to offer to other jurisdictions under this clause shall so indicate in their response.

15.0 PRICE SCHEDULE:

The Bidder to provide pricing in compliance with the specifications, terms and conditions herein for AERIAL SPRAYING SERVICE: ANNUAL CONTRACT

Area	Cost per acre	Total
15.1 Less than 15,000 acres	\$	\$
15.2 18,111 acres (York County)	\$	\$
15.3 20,000 or more acres	\$	\$
15.4 30,000 or more acres	\$	\$
15.5 40,000 or more acres	\$	\$
15.6 50,000 or more acres	\$	\$
15.7 100,000 or more acres	\$	\$
15.8 200,000 or more acres	\$	\$

16.0 CONTRACTOR DATA:

If you have not done business with the County of York, please complete the following:

Years in Business: Indicate the length of time you have been in business providing this type of service: ___ years ___ months.

References: Indicate below a listing of at least three (3) recent references for whom you have provided this type of service. Include the date service was furnished and the name and address of the person we have your permission to contact.

CLIENT	DATE	ADDRESS	PERSON TO CONTACT AND PHONE NUMBER
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**SAMPLE CONTRACT AERIAL SPRAYING SERVICES:
ANNUAL CONTRACT**

Agreement No. _____

THIS AGREEMENT, made and entered into this ____ day of _____ 20____, by and between “THE COUNTY OF YORK COUNTY, VIRGINIA” hereinafter “OWNER” and _____, hereinafter “CONTRACTOR”.

In consideration of the mutual promises contained herein, the parties agree as follows:

1. The term of this agreement will be _____, 20____, through _____, 20____. It may be renewed upon mutual agreement of both parties of four additional one year terms, but not beyond _____, 2021.
2. The CONTRACTOR hereby agrees to, when required by OWNER to spray pesticides in accordance with the terms of this agreement from aircraft owned and operated by the CONTRACTOR beginning with the term of this date of this Agreement and continuing through _____ day of _____ 20____ unless this agreement sooner terminated.
3. During the term of this Agreement, the CONTRACTOR will be responsible for all equipment and manpower necessary to perform Aerial Adulticiding, including, but not limited to, pesticide flow metering and night vision capability, for mosquito abatement and control in the areas the COUNTY deems appropriate based on seasonal services in accordance with the terms and conditions of Invitation for Bid (IFB) No. 2006 dated _____, 2016, and the CONTRACTOR’S response thereto dated _____, 2016, (“response”) both of which are hereby incorporated into the made a part of this contract as fully as if set forth herein.
4. The CONTRACTOR agrees to provide all equipment and manpower necessary and incident to aerial adulticiding including, but not limited to, pesticide flow metering and night vision capability, for mosquito abatement and control in the respective areas of the OWNER. Additionally, at the conclusion of the project, CONTRACTOR will provide the OWNER a comprehensive report of the project.

5. The CONTRACTOR agrees that its operations will be in strict conformity and compliance with all applicable regulations promulgated by local municipal, state and federal regulatory agencies, and any and all other pertinent agencies, and that it has all required permits and licenses to perform such services.

6. The pesticides and/or chemicals to be applied under the direction of the OWNER shall be furnished by the OWNER and shall be applied at all times mutually agreed to by the OWNER and the CONTRACTOR for the area(s) to be treated.

7. The OWNER agrees to pay the CONTRACTOR per acre for ultra low volume (ULV) application of aduclticing for its services as specified;

Area	Cost per acre	Total
1 Less than 15,000 acres	\$	\$
2 18,111 acres (York County)	\$	\$
3 20,000 or more acres	\$	\$
4 30,000 or more acres	\$	\$
5 40,000 or more acres	\$	\$
6 50,000 or more acres	\$	\$
7 100,000 or more acres	\$	\$
8 200,000 or more acres	\$	\$

8. It is agreed that if for any reason the quantities of pesticide must be varied in total amount applied per acre as originally agreed to, that the OWNER and the CONTRACTOR may negotiate a mutually satisfactory price to be paid to the CONTRACTOR for the application of any pesticides and varying in total amounts per acre of formulation from those listed.

9. The CONTRACTOR shall maintain and permit the OWNER to inspect records showing date, location, type of pesticide, quantity used, and number of acres treated on the OWNER'S behalf.

10. It is agreed, represented and warranted by the CONTRACTOR will furnish twin engine, turbine powered aircraft, approved for congested area spraying and equipped with GPS guidance and flight recording, which are at all times maintained in a airworthy condition in accordance with maintenance procedures applicable to the type of aircraft; that the CONTRACTOR will furnish for the operation of said equipment pilots who are qualified in all respects; and that the CONTRACTOR has the necessary operating authority from the appropriate federal, state and county agencies to perform the services contemplated.
11. THE CONTRACTOR agrees to carry a minimum of third party liability insurance of combined single limit, bodily injury, property damage of ONE MILLION DOLLARS (\$1,000,000) for any one occurrence, and to provide a Certificate of Insurance certifying that the CONTRACTOR will provide and maintain a policy of insurance in which the OWNER, its Officers, Agents, and Employees would be specifically named as an additional insured on a primary basis without contribution. The Certificate of Insurance must also state that no cancellation or decrease in coverage shall be made without giving the OWNER at least 30 days prior written notice.
12. The CONTRACTOR shall assume the entire responsibility and liability for any and all damages to persons or property caused by or resulting from or rising out of any act or omission on the part of the CONTRACTOR, its subcontractor, agents or employees under or in connection with this contract or the performance or failure to perform any work required by this contract. The CONTRACTOR shall save harmless and indemnify THE COUNTY OF YORK, VIRGINIA and its agents, volunteers, servants, employees and officers from and against any and all claims, losses or expenses, including reasonable attorneys' fees and litigation expenses suffered by any indemnified party or entity as the result of claims or suits due to, arising out of or in connection with (a) any and all such damages, real or alleged, (b) the violation of any law applicable to this contract, and (c) the performance of the work by the CONTRACTOR or those for whom the CONTRACTOR is legally liable. Upon written demand by the OWNER, the CONTRACTOR shall assume and defend at the CONTRACTOR'S sole expense any and all such suits or defense

of claims made against the YORK COUNTY, its agents, volunteers, servants, employees or officials.

13. The CONTRACTOR is an independent contractor and in no sense shall be considered an employee or agent of the OWNER.
14. The CONTRACTOR specifically represents that it and/or all employees and agents working under and through it are responsible for, and therefore have the necessary skill, judgment and knowledge to properly and accurately calibrate all aerial spray equipment to be used as well as ascertain when flight and weather conditions and drift conditions are proper for purposes of applying insecticides and chemicals pursuant to this Agreement.
15. The responsibility for storing the chemical to be used and loading the aircraft shall rest solely with the OWNER.
16. Loading, pumping or lifting equipment for loading the aircraft shall be provided by the CONTRACTOR necessary.
17. The OWNER agrees to designate the appropriate acreage that is to be treated, and to furnish maps, briefing, and/or directional guides and instructions necessary to the CONTRACTOR to perform services herein contracted. The CONTRACTOR will provide assistance to the OWNER with mapping.
18. The OWNER agrees to provide all required notifications to public with respect to aerial spraying.
19. The OWNER will not assume responsibility for loss or damage of equipment owned and operated by the CONTRACTOR, its agents or employees.

20. It is understood and agreed that the CONTRACTOR shall be thoroughly versed in all label specifications of those pesticides to be applied by aircraft, and shall therefore under no circumstances knowingly violate any label specifications.

21. This Agreement may be modified only by the subsequent mutual written agreement of the parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed the date hereinabove first written.

Contractor

Print Name

By: _____
Signature

Title: _____

State Corporation Commission (SCC) # _____

Federal Tax ID # _____

YORK COUNTY, VIRGINIA

By: _____
Neil A. Morgan
County Administrator

Approved as to form:

County Attorney