

AGREEMENT FOR THE PURCHASE OF GOODS AND SERVICES

THIS AGREEMENT FOR THE PURCHASE OF GOODS AND SERVICES ("Agreement") is made _____, 2017, between Root Tamers, Inc. ("Contractor"), whose address is 7036 Westside Road, #103 Redding, CA 96001, and telephone number is (530) 510-6455 and the City of Stockton, a municipal corporation ("City").

In consideration of the mutual promises set forth in this Agreement, the parties agree as follows:

1. Goods to be provided and services to be performed. Contractor shall provide the goods and perform the services as set forth on the attached Exhibit A incorporated herein by reference Contractor shall begin providing the goods/performing the services by _____ and complete providing the goods/performing the services by _____; provided, however, the parties may agree to change the beginning or ending date(s).

2. Compensation. For the goods and services under this Agreement, City shall pay Contractor the sum of \$303,820.

3. Method of Payment. City shall pay Contractor within 30 days from the date Contractor's invoices are approved by the City Manager. Contractor shall submit monthly invoices.

4. Maintenance. Contractor shall maintain the goods as set forth in Exhibit A at a cost as set forth in Exhibit A. Contractor shall respond to calls for required maintenance from City personnel within 24 hours of the call; required maintenance occurs when the self-check system fails to perform any of its functions. If Contractor is unable to resolve routine maintenance issues by phone within 48 hours, Contractor shall provide to City Operations personnel a resolution report indicating how and when the Contractor intends to resolve the issue. Within the period of the maintenance agreement, Contractor shall implement all software and firmware upgrades to the goods identified in Exhibit A at no cost to City. If software and firmware upgrades require a hardware upgrade, Contractor shall provide the upgraded hardware at no cost to the City. City personnel shall review and approve any upgrades prior to their installation.

5. Warranty. Contractor warrants that for one year the goods installed shall be free of defects in materials and workmanship. The one-year period shall begin upon the date the City provides in writing to Contractor acceptance of the goods. The warranty under this section shall provide coverage equal to or greater than those warranties that are customary in the industry and, at a minimum, include all parts and labor,

6. Indemnity and Hold Harmless. With the exception that this section shall in no event be construed to require indemnification by CONTRACTOR to a greater extent than permitted under the public policy of the State of California, CONTRACTOR shall, indemnify, protect, defend with counsel approved by CITY and at CONTRACTOR'S sole cost and expense, and hold harmless CITY, its Mayor, Council, officials, representatives, agents

employees and volunteers from and against any and all claims, causes of action, liabilities, judgments, awards, losses, liens, claims, stop notices, damages, expenses, and costs (including without limitation attorneys' fees, expert and contractor fees, and other expenses of litigation) of every nature, including, but not limited to, death or injury to persons, or damage to property, which arise out of or are in any way connected with the work performed, materials furnished, or services provided under this Agreement, or from any violation of any federal, state, or municipal law or ordinance, or CITY Policy, by CONTRACTOR or CONTRACTOR'S officers, agents, employees, volunteers or subcontractors. CONTRACTOR shall not be obligated to indemnify or defend CITY for claims finally determined by a court of law or arbitrator to arise from the active negligence or willful misconduct of the CITY. It is the intent of the Parties that this indemnity obligation is at least as broad as is permitted under California law. To the extent California Civil Code sections 2782, et seq., limit the defense or indemnity obligations of CONTRACTOR to CITY, the intent hereunder is to provide the maximum defense and indemnity obligations allowed by CONTRACTOR under the law. The indemnity set forth in this section shall not be limited by insurance requirements or by any other provision of this Agreement.

With the exception that this section shall in no event be construed to require indemnification, including the duty to defend, by CONTRACTOR to a greater extent than permitted under the public policy of the State of California, the parties agree that CONTRACTOR'S duty to defend CITY is immediate and arises upon the filing of any claim against the CITY for damages which arise out of or are in any way connected with the work performed, materials furnished, or services provided under this Agreement by CONTRACTOR or CONTRACTOR'S officers, agents, employees, volunteers or subcontractors. CONTRACTOR'S duties and obligations to defend the CITY shall apply regardless of whether or not the issue of the CITY'S liability, breach of this Agreement, or other obligation or fault has been determined. CONTRACTOR shall be immediately obligated to pay for CITY'S defense costs of the claim, including, but not limited to, court costs, attorney's fees and costs, expert contractor and witness fees and costs, other witness fees, document reproduction costs, arbitration fees, and, if after final judgment an appeal is pursued, all of such costs for the appeal. At the conclusion of the claim, if there is any determination or finding of sole active negligence or willful misconduct on the part of the CITY, CITY will then reimburse CONTRACTOR for amounts paid in excess of CONTRACTOR'S proportionate share of responsibility for the damages within 30 days after CONTRACTOR provides CITY with copies of all bills and expenses incurred in the defense of the claim(s). It is agreed between the parties that this reimbursement provision assures CONTRACTOR is not obligated to defend or indemnify CITY in an amount greater than provided for under California law, including, without limitation, California Civil Code sections 2782, 2782.6, and 2782.8.

With the exception that this section shall in no event be construed to require indemnification by CONTRACTOR to a greater extent than permitted under the public policy of the State of California, and in addition to the other indemnity obligations in this Agreement, CONTRACTOR shall indemnify, defend, and hold harmless CITY its Mayor, Council, officials, representatives, agents employees and volunteers from and against all claims, losses, expenses, and costs including but not limited to attorneys' fees, arising out of any claim brought against the CITY by an employee, office, agent, or volunteer of CONTRACTOR,

regardless of whether such claim may be covered by any applicable workers compensation insurance. CONTRACTOR'S indemnification obligation is not limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR under workers' compensation acts, disability acts, or other employee benefit acts.

7. Insurance. During the term of this Agreement, Contractor shall maintain in full force and effect at its own cost and expense the insurance coverage set forth on the attached Exhibit B and shall otherwise comply with the provisions of Exhibit B.

8. Business License. Prior to its execution of this Agreement, Contractor shall obtain a City business license.

9. Audit. City reserves the right to periodically audit all charges for good and services provided by Contractor.

10. Ownership of Goods. All goods accepted by the City shall be the property of the City.

11. Changes to the Agreement. This Agreement may not be modified except in writing by both parties.

12. Applicable Law. This Agreement shall be governed by the laws of the State of California and venue for any action brought in state court shall be in the Superior Court, County of San Joaquin, Stockton Branch or, for actions brought in federal court, the United States District Court for the Eastern District of California, Sacramento Division.

13. Non-Assignability. Contractor shall not assign or transfer this Agreement or any interest or obligation in this Agreement without the prior written consent of the City and then only upon such terms and conditions as City may set forth in writing.

14. Notices. All notices herein required shall be in writing and shall be sent certified or registered mail, postage prepaid, addressed as follows:

To Contractor: Todd Gayman, Owner
Root Tamers, Inc.
7036 Westside Road, #103
Redding, CA 96001

To City: City Manager
 City of Stockton
 425 N. El Dorado St.
 Stockton, CA 95202

15. Conformance to Applicable Laws. Contractor shall comply with all applicable Federal, State and Municipal laws, rules and ordinances. Contractor shall not discriminate in the employment of persons or in providing services under this Agreement on the basis of any legally protected classification including race, color, national origin, sex or religion of such person.

16. Miscellaneous Provisions.

a. City may terminate this Agreement at any time by mailing notice to Contractor at the address first stated above. Contractor shall be paid for that portion of goods provided / services provided when notice is received.

b. Contractor shall not assign or transfer this Agreement.

c. In the performance of this Agreement, Contractor, its employees and agents shall have the status of an independent contractor and not as an employee of the City for any purpose.

d. If either City or Contractor waives a breach of this Agreement, such waiver shall not constitute a waiver of other or succeeding breaches of this Agreement.

e. This Agreement constitutes the entire understanding of the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and year first above written.

CITY OF STOCKTON

Kurt O. Wilson, City Manager

ATTEST:

Bonnie Paige, City Clerk

APPROVED AS TO FORM:

John Leubberke, City Attorney

CONTRACTOR

By: _____

Signature

Print name

Title: _____

[If Contractor is a corporation, signatures must comply with Corporations Code §313]

By: _____

Signature

Print name

Title: _____

EXHIBIT A**BACKGROUND / SCOPE OF SERVICE**

The City of Stockton, Municipal Utilities Department is working towards meeting the goal of our Waste Discharge Requirement adopted by the State Water Resources Control Board (SWRCB) to provide a consistent statewide approach for reducing sanitary sewer overflows. Additionally, as part of the City's Sewer System Management Plan (SSMP) aimed at reducing SSOs. More than half of the City's sanitary sewer overflows dues to the stoppage caused by root in the sewer pipes.

The City of Stockton, Municipal Utilities Department invites sealed proposals or bids from qualified firms for services from a licensed contractor to provide Chemical Root Control Treatment to our Gravity Sewer Collection System for furnishing labor, material and equipment required to complete the project in the particular locations, of the forms, sizes and dimensions and of the materials and to the lines and grades and at the elevations as shown and delineated upon the plans and specifications made therefore. The following information is presented to indicate the size of the project and no warrant is made or intended to final quantities:

1.0 SCOPE OF SERVICES

City will provide access to City maps, conceptual drawings, records, studies, plans and other documents relating to the project, based on availability. The majority of the pipes is located within Systems 2, 3 and 5.

City requires the Contractor to televise (CCTV) 5-percent of the pipe length or 14,000 feet of pipe to be determined by the Engineer or Designee at a minimum of 6 months after the chemical application (or recommended by the Applicator/Contractor).

The project includes, but is not limited to, supplying and applying a chemical root control agent in approximately 284,000 linear feet of various sewer lines ranging in size from 4 inch up to 15 inch to kill the root growth present in the lines and to inhibit root re-growth and sewer line intrusion without permanently damaging the vegetation producing the roots and without disrupting wastewater treatment processes. The location where this chemical root control agent is applied is at various locations throughout the City of Stockton and San Joaquin County incorporated area.

The scope of work embraced herein shall be done in accordance with the City of Stockton, Standard Specifications and Plans insofar as the same may apply and in accordance with the following Special Provisions. To the extent the Department of Transportation Standard Specifications implement the STATE CONTRACT ACT, they shall not be applicable since the City of Stockton is not subject to said Act. In case of conflict between the Standard Specifications and these Special Provisions, the Special Provisions shall take precedence over and be used in lieu of such conflicting portions.

The scope of work is to furnish all labor, materials, equipment, tools, and services required to perform and complete all work necessary to complete the following work to be done:

- A. Supply and application of chemical root control agent to the sewer mains and manholes and lower laterals as identified by the Engineer or Designee.

Provide coordination with property owners to enter easement areas; Contractor shall provide at minimum 72 hours' notice and post notices on residences to all property owners where easement access is needed.

1.1 LOCATION OF WORK

The location of work is on various streets, roads, or easements throughout the City of Stockton and San Joaquin County incorporated area. The majority of the pipes is located within Systems 2, 3, and 5 (See Attachment A at the end of Technical Provisions).

1.2 ESTIMATED QUANTITY

Each of the 4, 6, 8, 10, 12, and 15-inch (4", 6", 8", 10", 12", 15") sanitary sewer mains are to be serviced with chemical root control treatment on an as needed basis determined by the City. The predominant 4-inch pipe is the lower lateral (from cleanout to the sewer main (no accessible)). The average length of each lower lateral is estimated about 36 feet and the application point is at the cleanout (no chemical root control shall be applied to the upper lateral).

1.3 SPECIFICATIONS

All work shall be done in accordance with the Standard Specifications for Public Works construction and as specified herein conforming to applicable sections of the General Conditions, Special Provisions and Technical Provisions in the Contract Documents.

1.4 CONTRACTOR'S QUALIFICATIONS

The Contractor must be licensed as a pesticide application business with the California Department of Pesticide Regulation prior to submitting a bid proposal. The Contractor must demonstrate a minimum level of five (5) years direct experience in applying chemical root control treatment to sanitary sewer mains. The Contractor must provide proof of successful completion of at least five (5) other projects similar in size and scope to the work specified herein within the last two (2) years. The Contractor may be disqualified if they cannot provide this proof of experience. Any work performed by subcontractors for the Contractor will not be considered.

1.5 CONTRACTOR'S SUPERVISION

The Contractor must employ a State Certified pesticide applicator on the job site at all times. Certified Pesticide Applicators licensed with the California Department of Pesticide Regulation shall perform all work. Certified Pesticide Applicators shall have a minimum five (5) years' experience in performing the type of work specified.

1.6 FEES

The Contractor shall be responsible to obtain and pay for all individual permits, hauling, license fees, etc., pertinent and applicable to his operation.

1.7 PUBLIC NOTIFICATION

The Contractor shall coordinate with property owners pertaining to easement entry at least one (1) week prior to the start of activity. The Contractor shall provide written notices and/or door hangers to residents. The notice shall include project details as well as the Contractor's Project Manager or Superintendent's contact information. The Contractor must receive approval from the resident before entering property to access the easement.

1.8 PESTICIDE OR HERBICIDE APPLICATOR INSURANCE COVERAGE

The Contractor's commercial general liability limits must include pesticide or herbicide applicator coverage. Nothing contained in this section shall be construed as limiting the extent of the Contractor's responsibility for payment of damages resulting from its operations under the contract.

Commercial liability limits must be not less than \$1,000,000, total occurrence limit, and include pesticide or herbicide applicator coverage.

1.9 ACCESS TO MANHOLES/CLEANOUT

The project maps are for reference and layout of the sanitary sewer collection system. The maps are not intended to pinpoint exact location of the sanitary sewer manholes and nearby cleanouts.

The Contractor shall be responsible for locating all sanitary sewer manholes prior to initiation of the root foaming procedures. The Contractor may seek the City's assistance to verify locations of the sanitary sewer manholes and cleanouts.

The Contractor shall be responsible for determining which manholes are not accessible to the Contractor's vehicular equipment and shall plan root foaming operations accordingly. No additional compensation will be allowed for pipe sections without direct vehicular access.

1.10 MAINTENANCE OF ACCESS AND TRAFFIC CONTROL

- A. The Contractor shall maintain pedestrian and vehicle access to all properties fronting the project. In the event a driveway must be closed four (4) hours or more, the Contractor shall notify the property owner or tenant, in writing, five (5) days prior to the closure specifying the date and time of closure, including the time of start and finish. No driveway shall be closed for more than one (1) hour without prior approval from the Engineer or designee.

- B. The Contractor shall be responsible for adequate barricading of the work area and controlling of traffic in the vicinity of the project. Provisions shall be made to allow resident reasonable access to their properties during construction.
- C. Full compensation for providing facilities and maintaining access shall be considered paid under various items of work, and no additional compensation shall be allowed therefore.

1.11 PRESERVATION AND RESTORATION OF PROPERTY

- A. Contractor shall keep safe and protect from any harm or damage to property and dust nuisance arising from Contractor's operations.
- B. Damage to trees, shrubs, lawns and other landscaping improvements caused by the operation of the Contractor or his/her subcontractors shall be Contractor's responsibility and shall be repaired at his/her expense and he/she shall be solely liable therefore. Contractor repairs shall match existing landscaping, construction materials and methods for landscaping improvements during restoration.
- C. Full compensation for protecting and repairing property as specified herein and all payments for the protection, repair or restoration of existing improvements and utilities shall be considered as included in the price paid for other items of work and no additional compensation will be allowed thereof.

1.12 RECORD KEEPING AND SUBMITTAL

Contractor shall keep record of all mains that are treated with the root control chemicals, and provide records to the City in Microsoft Excel format. The Contractor shall submit pay quantities on a weekly basis following pre-approval by the Engineer or Designee. The records shall consist of date main was foamed, upstream and downstream manhole numbers, weather during operations, size of main (both diameter and length), amount of chemical used, expiration date of the guarantee, special conditions found by the Contractor's crew, quantity and location of sanitary sewer facilities substantially different from information provided by the City, any pipe segments that have not received chemical treatment, level of flow (%) at the time of foaming operations and any applicable comments.

Applicable comments can include, but may not be limited to, special field conditions such as access problems, unusual line conditions, or abnormal flow condition.

1.13 DISPOSAL OF HERBICIDES AND HAZARDOUS WASTES

The Contractor shall be responsible to remove from the site all discharge resulting from the root foaming applications and dispose outside the City of Stockton limits. The Contractor shall be responsible for all costs associated with disposing of materials in a safe and legal manner. No material shall be placed on private or public property without prior approval from the property owner or the City. Contractor shall comply with all

federal, state, and local regulations regarding disposal of herbicides and hazardous wastes outside city limits.

1.14 GUARANTEE OF WORK

In addition to requirements described in General Conditions Section 2.15, *Guarantee of Work*, the Contractor shall, for each sewer section (manhole-to-manhole or lower laterals) that is treated under the Contract, guarantee the work as follows: at the option of the City, the Contractor shall, at his own expense, re-treat a sewer section, or refund 100% of the pavement received to treat that section, in the event that (1) live roots are found in the section within six (6) months after the application; or (2) the section plugs up and floods due to tree root obstructions within a period of two (2) years, beginning on the date of treatment, and ending two (2) years after the date of treatment. Re-treatments, performed at no charge in honor of the guarantee, do not extend the expiration date of the guarantee. Further the Contractor shall, kill all the protruding roots inside the sewer pipes that receive treatment. Kill all the protruding roots at the lateral connections to the sewer mains. Root is defined as killed if it falls off, decreases in size, or does not increase in size within the Guarantee period. No blockages are caused by treated roots within two (2) years. If these requirements are not met, the Contractor shall refund 100% the treatment cost for the sewer line segment (manhole to manhole or lower laterals) or retreat the sewer line segment at no cost to the City.

The Contractor shall return every 4 to 8 months throughout the life of the guarantee, in order to evaluate the success of the project, and to arrange any free guarantee work that may arise.

The guarantee applies to sewer stoppages caused by live tree roots. It does not apply to stoppages caused by grease or other foreign matter; flat, collapsed or deformed pipe; or flooding caused by a surcharged or plugged sewer section downstream from a guaranteed sewer section. This guarantee applies to main line sewers only. The decision of the City as to the cause of a stoppage is binding.

1.15 DEFINITIONS

The City is the City of Stockton. The Engineer or Designee is a representative from the Municipal Utilities Department will manage/administer this contract. The Engineer or Designee has the authority to act on behalf of the Municipal Utilities Department and the City.

SPECIAL PROVISIONS**2.0 CITY RESPONSIBILITIES**

City will provide access to City maps, conceptual drawings, records, studies, plans and other documents relating to the project.

2.1 CONTRACTOR STANDARDS OF PERFORMANCE, WORKMANSHIP, RESPONSIBILITIES AND QUALIFICATIONS

Contractor is an independent contractor and shall not for any purpose be deemed to be an employee, agent, or other representative of the City. Contractor shall not assign, sublet, transfer or otherwise substitute its interest in this work, or any of its obligations, without the prior written consent of the City.

Contractor is responsible for any and all damage to any improvements and landscaping which is a result of Contractor's actions. Contractor shall repair or replace any damaged improvement and landscaping to the satisfaction of the Engineer or Designee, at no cost to the City.

Contractor shall provide at their own risk, all labor, materials, supervision, tools, equipment, insurance, storage, transportation, hauling dumping, proper protection and all other items needed, or as directed to perform the work described in these general provisions.

Contractor and Contractor's employee(s) shall wear a uniform which clearly identifies the Contractor's company and the employee. Such uniform shall be consistent for all workers and shall be worn at all times while performing the work, as per this document. Said uniform shall be kept in a neat, clean and orderly manner.

All Contractor's vehicles, or vehicles of those persons representing the Contractor shall be in proper working order and in good state of repair. Also, such vehicle(s) shall clearly present the Contractor's company name, address, and telephone number of a local office. Automobile insurance approved by the City's Risk Services shall be valid for all vehicles used during the execution of this contract for the entire term and any extensions.

Contractor shall perform work contemplated herein in a good and workmanlike manner to the satisfaction of the Engineer or Designee. The Contractor shall cooperate with the Engineer or Designee to enable determination of contract compliance. If any work does not meet the standards specified, the Contractor will be responsible for correcting such deficiencies within five (5) working days or as directed by the Engineer or Designee. Corrections shall be at no additional cost to the City of Stockton. Contractor is expected to use additional personnel for corrections. There shall be no delay of regular maintenance to complete corrections.

Contractor shall provide supervision of all work crews at all times while performing work under contract agreement. Personal supervision is not required, provided that equipment or other means are provided that enables the work crews to communicate with the Contractor at all times. Each work crew shall have a designated person on the work site that has the authority to respond to inquiries from Engineer or designee and any citizens about work details or priorities. This designated person shall be able to accurately and effectively communicate any information essential to the operation of the organization. Contractor shall employ a sufficient number of staff to ensure performance of the work described. All work shall be performed by experienced staff directly employed by the Contractor. The Contractor shall provide management and technical supervision through competent supervisors, as required, to implement modern methods and procedures. Contractor shall be responsible for the skills, methods, and actions of Contractor's employees and for all work.

City require the Contractor to televise (CCTV) 5% of the pipe length or 14,000 feet at a minimum of 6 months after the chemical application (or recommended time frame by the Applicator/Contractor).

All work shall be performed with the utmost concern for safety of both the workers and the public.

2.2 SUBMITTALS

Within fourteen (14) calendar days after the award of the contract, Contractor shall submit a work schedule showing the proposed dates, times, and locations of the work to be performed to the Engineer or designee. Contractor will not be allowed to commence work until a work schedule is submitted. Should Contractor wish to later modify this schedule, a written request must be submitted to and approved by the Engineer or designee prior to the revised schedule becoming effective.

Attached to the monthly billing, Contractor shall provide the Engineer or Designee the following reports:

- A. Completed performance checklist. Performance checklist shall be in an excel spreadsheet format.
- B. Report of any problems encountered and recommendations for resolution of problems outside the contract's scope of services.
- C. Accounting of disposal of waste generated by maintenance activities. This accounting shall include the amount of material, type of material and where material was disposed, including copies of disposal tickets/receipts.

Contractor shall submit certified delivery slips for all material(s) required to be supplied with contract. Monthly, the certified delivery slips shall be submitted to the Engineer or Designee for verification. Materials shall be the best available. Upon request, samples of the material supplied shall be submitted to the Engineer or Designee for review.

2.3 INSPECTIONS

The Engineer or Designee will conduct regular inspections of Contractor's work.

2.4 MEETINGS/PROGRESS MEETINGS

Upon award of the contract and before initial start of work, the Contractor shall contact Engineer or Designee at (209) 937-8725 for a pre-job meeting.

At least once each month, Contractor shall meet with the Engineer or Designee. The purpose of the meeting is to review the status of treatment activities, conformance of the work to the specifications, discussing areas to be treated, contractor's work schedule, areas that need special attention or correction, and any difficulties contractor may be experiencing. Failure to be available to meet with the Engineer or Designee on a monthly basis will constitute a breach of contract. During this meeting, Contractor is expected to report any and all conditions that may exist or that pose a potential threat to public health or safety. Said reporting shall be done even if correction of the condition is not within the scope of service required of the Contractor.

2.5 TIME AND HOURS OF WORK

All work is expected to be performed between the hours of 7:00 a.m. and 7:00 p.m. The earliest start date is May 1 and the latest completion date is October 31. Contracted work shall be completed within 100 calendar days from the Notice to Proceed.

2.6 PIPE FOOTAGE AND SPECS FOR SERVICE/MAINTENANCE

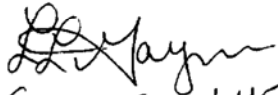
CITY OF STOCKTON
MUNICIPAL UTILITIES DEPARTMENT
REQUEST FOR SEALED BIDS
CHEMICAL ROOT CONTROL TREATMENT
FOR GRAVITY SEWER COLLECTION SYSTEM
(PUR 16-009)

Root Tamers Inc

3.6 PIPE FOOTAGE AND SPECS FOR SERVICE/MAINTENANCE

ITEM #	BID ITEM	QTY.	UNIT	UNIT PRICE	TOTAL
1.	4" sewer pipe	80,000	LF	\$1.00	\$80,000-
2.	6" sewer pipe	145,000	LF	\$1.03	\$149,350-
3.	8" sewer pipe	45,000	LF	\$1.07	\$48,150-
4.	10" sewer pipe	4,000	LF	\$1.12	\$4,480-
5.	12" sewer pipe	8,000	LF	\$1.17	\$9,360-
6.	15" sewer pipe	2,000	LF	\$1.24	\$2,480-
7.	CCTV	14,000	LF (RM)	-	\$10,000- (RM)
BASE BID PRICE:					\$303,820-
BASE BID PRICE (in words): <i>Three hundred and three thousand, Eight hundred and twenty U.S. dollars. (RM)</i>					

NOTE: The Total Base Bid Price is the total for all materials, equipment, tools, labor and incidentals necessary to complete the work of chemically treating approximately X,XXX linear feet, including necessary insurance costs. In cases of arithmetic discrepancies between the Unit Prices and the Totals, the Unit Prices shown shall be considered to be in error and shall be the Total for that item divided by the Quantity. The City reserves the right to increase or decrease quantities of any or all items of work as needed, and the compensation to the Contractor shall be adjusted upward or downward (+/-25%) based only on the unit prices provided in the Bid.

*Changes clarified by
Laura L. Gayman, Root Tamers Inc

(530) 510-6455*

TECHNICAL PROVISIONS**3.0 ROOT CONTROL MATERIALS****A. Herbicide:**

The chemical sewer root control treatment consists of root killing and root re-growth inhibition. The chemical root control agent shall be registered with the EPA and the State Pesticide Regulatory Agency, and shall be labeled for use in sewers to control tree roots. Only materials whose label instructions conform to these specifications shall be accepted. All application procedures must be in strict conformance with these specifications and label instructions. Use of any root control herbicide in a manner inconsistent with labeled instructions is a violation of Federal law. Chemicals intended to be poured down, or blown into the sewer lines as a dust shall not be allowed. The active ingredient shall not adversely affect the performance of the wastewater treatment plant when applied properly in accordance with manufacturer's recommendations. Materials shall be non-volatile in order to minimize exposure to collections system workers, treatment plant operators and homeowners through inhalation. Compounds containing copper and/or other known priority pollutants, as defined by the Federal EPA, shall be disallowed.

- i. The contractor shall submit a list of chemical root control chemicals as an attachment to the bid.
- ii. The contractor shall use the chemical root treatment products listed in the bid.
- iii. Substitution of brand name materials and active root treatment agent are not allowed.

B. Composition of the Chemical Root Control Treatment Agent:

- i. The chemical root control treatment agent shall be registered with the USEPA and the California Department of Pesticide Regulation and labeled for use in sewer lines.
- ii. The root control material shall be formulated with foaming agents and surfactants sufficient to produce a stable, small bubble, dense foam capable of sustaining its shape and thus remaining on the treated roots. The foaming surfactants shall strip grease that typically clings to sewer root masses.

C. Active ingredient of the chemical root control treatment agent:

- i. The active component for destroying intruding roots in sanitary sewer lines shall be a potent, non-systemic toxin which kills contacted roots at low concentrations but which will not permanently affect parts of the

plant distant from the treated roots. The active ingredient must be spontaneously detoxified by a natural chemical or biochemical process in a relatively short interval following its use.

- ii. The active ingredient for inhibiting re-growth of root intrusions in sanitary sewer lines shall inhibit root cell growth on contact, but shall not be transported so as to damage other portions of the parent plant. The material shall bind firmly to the soil in the vicinity of openings in pipe joints so as to form a persistent chemical barrier suppressing the growth of root tips. The material shall be sufficiently stable under the conditions of use to provide protection for twelve months or longer, but shall be subject to decomposition in wastewater treatment plants without disturbing the treatment plant processes. A specimen product label(s) and Safety Data Sheets shall be submitted.

3.1 WASTEWATER TREATMENT PLANT OPERATIONS PROTECTION

A. Waste Water Treatment Plant (WTP) Operations

- i. Wastewater treatment plant (WWTP) operations are essential functions to public health and safety. The Contractor shall take all steps necessary and appropriate to prevent adverse effects on the WWTP. The Contractor shall provide the date and time of all intended work, name and telephone number of the Contractor's onsite supervisor, and provide any additional information requested by either the WWTP Supervisor or the Engineer/Designee.
- ii. Introduction of any materials into the WWTP must be with the written approval of the WWTP Supervisor. The Contractor shall obtain all necessary operation certificates and permits from the State and local agencies that have jurisdictions over the distribution and application of root foaming chemical used in this project. The Contractor shall maintain daily communication with the Engineer or Designee to assure that no adverse effects on WWTP operations results from Contractor's work. If signs of adverse impact are revealed at the WWTP during the biological breakdown process, the Engineer or Designee has the right at any time to limit or stop chemical application in order to safeguard WWTP processes. The Contractor shall cease root foaming application until normal conditions are established as determined by the WWTP Supervisor.
- iii. The Contractor shall be financially responsible for any adverse effect on WWTP processes directly or indirectly caused by chemical application, including but not limited to damages to plant processes or equipment, clean-up and restoration costs, fines imposed by State or Federal agencies, pollution of receiving waters, and civil suits. The Contractor shall further indemnify and hold harmless the City, and the operator of the wastewater treatment plant, against all costs, including legal expenses, relating to treatment plant failure or other damages or

pollution caused, directly or indirectly, by the applications of chemicals by the Contractor.

- iv. The City reserves the right to suspend chemical treatment to restore WWTP operations as necessary. The Contractor shall not be compensated for additional setups for complying with the WWTP operational requirements.

3.2 APPLICATION

- A. The application of material shall be performed in such a way as to directly contact roots within the primary main line sewer to be treated. Foam quality shall be sufficient to penetrate “wye” connections at sewer laterals.
 - i. The foaming root control herbicides will be mixed with water to produce a solution; all solutions will be at a proportion in accordance with manufacturer’s guidelines. The foam shall be generated through the use of air injection equipment, and the foam shall be pumped into the sewer under pressure as foam. The foam must be generated by a machine that assures the foam will completely fill the intended sanitary sewer lines. The equipment and herbicide must function so as to deposit the foam a minimum of five hundred (500) feet into the sanitary sewer lines with each hose insertion. For lower laterals, a typical length is about 36 feet and the insertion point is at the cleanout.
 - ii. For sewer lines with diameter less than 12 inches, the foaming herbicide root control product shall be applied by completely foam-filling the line with a hose inserted into the manhole or cleanout and completely down the line.
 - iii. Sewer lines with diameter 12 inches or larger, or with fast flow conditions, shall be foam-coated by means of pulling a properly designed nozzle between manholes, depositing herbicidal foam on the upper interior wall of the pipe. The coating shall be applied between the 9 o’clock and 3 o’clock positions of the pipe wall and completely coat up to and including the pipe crown. The application nozzle shall be supported at least one (1) inch above the water line at all times. Roots shall be coated with a minimum of 3 inches of foam.
 - iv. A foam discharge hose shall be inserted throughout the entire length of the sewer section to be treated. Acceptable methods of conveying the foam discharge hose through the sewer section are: 1) manually or mechanically inserting or shoving the foam discharge hose through the section, or 2) floating a rope through the sewer section and using the rope to pull the foam discharge hose into the section.
 - v. The foam shall be pumped under sufficient pressure to assure that the entire sewer section is completely filled with foam, and to assure that the foam passes through lateral pipe connections to a distance of 5 feet

in small diameter pipe. Sewer service to homeowners shall not be interrupted nor shall chemical agents reach the home or business. The Contractor must beware that excessive discharge pressure, and/or excessive quantities of material may cause foam to enter houses, or travel up forward clean-outs onto lawns.

- vi. The foam shall be pumped under sufficient pressure and completely cover all exposed interior areas of the sewer manhole including the manhole shelves, walls, and cone. No excess foam shall be allowed to spill over the top of manhole.
- vii. Hose retrieval rates must be timed to evenly distribute the full quantity of foam throughout the entire area of treatment.
- viii. When required to enter or work within a manhole, the Contractor's employees and subcontractors shall in addition to abiding by the confined space regulations/ requirements of OSHA shall also abide by any requirements spelled out by either the container label or the specimen/chemical control root agent's manufacturers requirements. This would include meeting the minimum protective clothing requirements and/or wearing airline breathing apparatus.

B. Root Foaming Operation

- i. Application Equipment
 - a. Contractor will provide all equipment using proper operation and safety procedures to perform the work. The equipment used in foam generation shall meet the herbicide manufacturer's specifications and be capable of generating the specified quantity and quality of foam in closed system.
 - b. The equipment used shall discharge foam at sufficient pressure as to force foam up connecting lateral sewers approximately five (5) feet in small diameter pipe. In no case shall chemical agents reach the home or businesses.
 - c. Hydraulic sewer cleaning machines shall not be used prior to, or during the treatment process.
- ii. Mixing and application of the root control treatment agent shall be done under the supervision of a state-certified pesticide (herbicide) applicator as required by law.
- iii. The Contractor shall not treat the pipes with flow depth greater than 30% of the pipe diameter. The Contractor will return to treat that sewer when the flow is normalized. The Contractor is responsible for monitoring weather to ensure that lines are not treated when the possibility of surcharging due to inflow and infiltration exist. If a sewer surcharges within a 12-hour period after a treatment has been made, the Contractor is will be required to retreat

that section of sewer at the Contractor's expense if the surcharging is a result of Contractor activities or inflow and infiltration resulting from wet weather.

3.3 STORMWATER POLLUTION CONTROL

The Contractor shall remain in compliance with the City of Stockton Stormwater Management and Discharge Rules and Regulations, and shall exercise every reasonable precaution to prevent the discharge of any material which is not solely stormwater (i.e., rain) to the storm drain system. Non-allowable discharges include, but are not limited to, eroded soil from stockpiles or disturbed earth on-site, concrete and concrete washout water, saw cut slurry, fuel, oil, and other vehicle fluids, solid wastes, and construction chemicals. The Contractor shall review the Best Management Practices for the Construction Industry brochures as available from City and implement such management practices as are appropriate to the work to be performed. The Contractor will be responsible for the complete cleanup of all material that is discharged from the project in violation of the Discharge Rules. Should the Contractor fail to promptly and effectively clean up such discharges the City may cause the cleanup to be performed by others and the costs to be deducted from any monies due or that become due the Contractor.

3.4 COMPLIANCE WITH LAWS

The Contractor is directed to ensure compliance with all Federal, State and Local ordinances pertaining to the type of work specified herein. Particular attention shall be paid to those laws and ordinances relating to the Department of Transportation (DOT) and the transportation of material, the U.S. Environmental Protection Agency (US EPA) application of sewer root control herbicides, and traffic safety regulations. The Contractor's Federal DOT number and material U.S. EPA registration number must be submitted with bid.

3.5 COMPLIANCE WITH NPDES PERMIT

The City's sanitary sewer collection system is subject to the terms of a National Pollutant Discharge Elimination System (NPDES) permit issued by U.S. Environmental Protection Agency (U.S. EPA) and the California Regional Water Quality Control Board. The NPDES permit specifies Waste Discharge Requirements (WDR) and prohibits the discharge of wastewater at a location or in a manner different from that described in the permit. Sanitary Sewer Overflows (SSO), including bypassing of untreated sewage to surface waters or drainage courses, are a violation of the permit requirements. A copy of the NPDES permit is available for review by the Contractor.

In scheduling and performing the work, the Contractor shall comply with all requirements of the permit and shall not, directly or indirectly, cause a SSO or prevent the City from complying with the requirements of the permit. Penalties imposed on the City as a result of any discharge violation caused by the actions of the Contractor, or its employees, shall be borne in full by the Contractor, including fines, legal fees, and other

expenses to the City resulting directly or indirectly from such discharge violations. The City may recover such sums by deduction from the project progress payments.

The Contractor shall take all necessary precautions to prevent SSOs and protect from damage all components of the sanitary sewer collection system. In the event of an accidental SSO, the Contractor shall immediately notify the City, and City shall immediately be entitled to utilize other forces to implement the procedures specified in its Sanitary Sewer Collection System Emergency Overflow Response Plan. All costs incurred by the City to respond to an SSO, including any monetary penalties or fees, will be deducted from the Contractor's project progress payments.

ATTACHMENT A

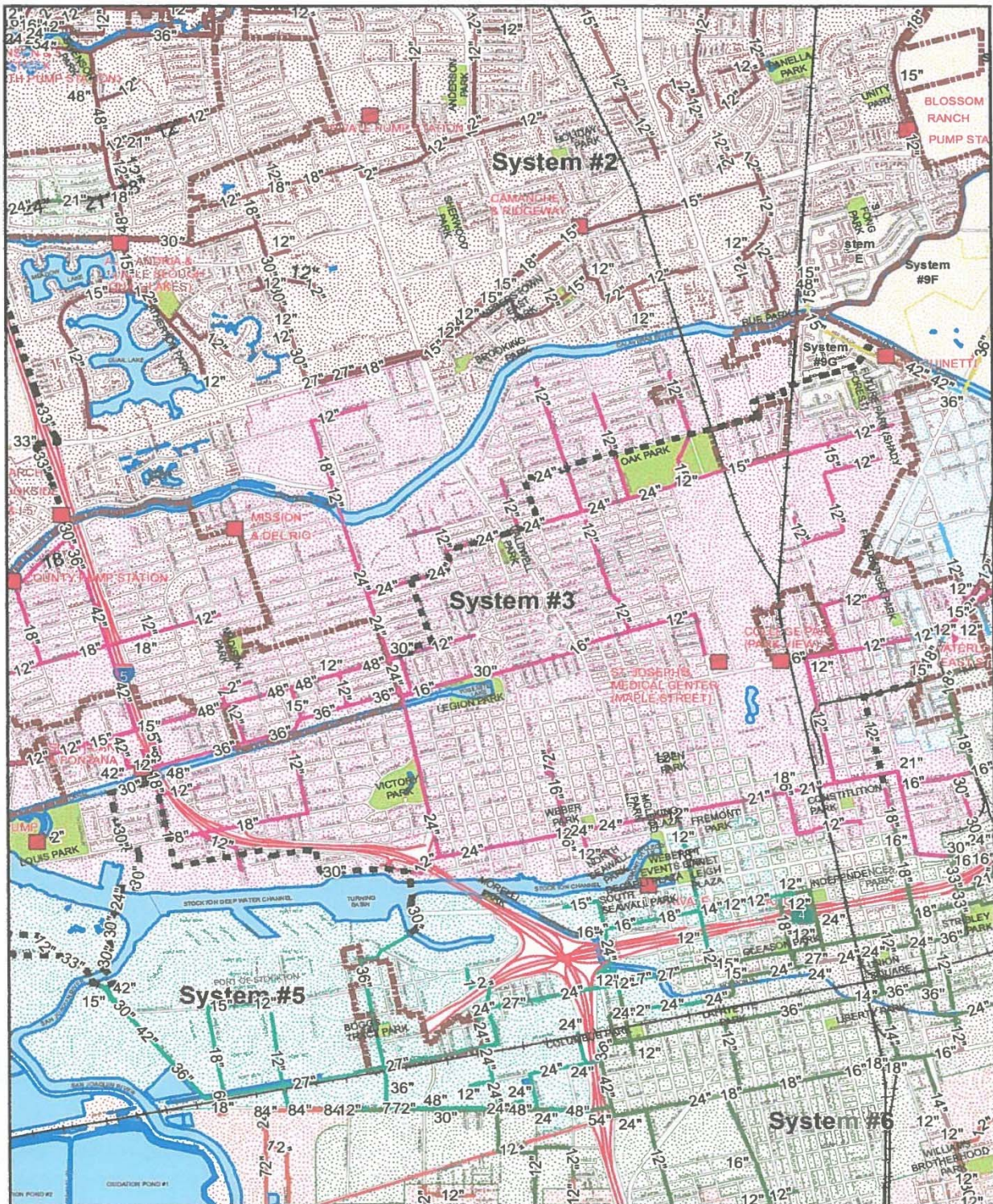


EXHIBIT B**INSURANCE REQUIREMENTS**

Contractor shall procure and maintain for the duration of the contract, *and for three (3) years thereafter*, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, their agents, representatives, employees, or subcontractors.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the **general aggregate limit shall be twice** the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), with limits no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employers' Liability insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. **Surety Bonds** as described below.
5. **Environmental Impairment/Pollution Liability**, to include liability for Groundwater contamination, Sudden and Accidental and Environmental cleanup, etc. in the amount of \$1,000,000 each occurrence.

If the contractor maintains higher limits than the minimums shown above, the City of Stockton requires and shall be entitled to coverage for the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City of Stockton.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City of Stockton Risk Services. At the option of the City of Stockton, either: the contractor shall cause the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City of Stockton, its Mayor, Council, officers, representatives, agents, employees and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the City of Stockton guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **The City of Stockton, its Mayor, Council, officers, representatives, agents, employees and volunteers are to be covered as additional insureds** on the CGL and AL policy with respect to liability arising out of with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of the Contractor. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (**at least as broad as** ISO Form CG 20 10, CG 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).
2. For any claims related to this contract, the Contractor's insurance coverage shall be endorsed as **primary** insurance as respects the *City of Stockton, its Mayor, Council, officers, representatives, agents, employees and volunteers*. Any insurance or self-insurance maintained by the *City of Stockton, its Mayor, Council, officers, representatives, agents, employees and volunteers* shall be excess of the Contractor's insurance and shall not contribute with it. The City of Stockton does not accept endorsements limiting the Contractor's insurance coverage to the sole negligence of the Named Insured.
3. Each insurance policy required by this clause shall provide that coverage shall not be canceled, except with notice to the City of Stockton.

Claims Made Policies

If any coverage required is written on a claims-made coverage form:

1. The retroactive date must be shown, and this date must be before the execution date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of contract work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective, or start of work date, the Contractor must purchase extended reporting period coverage for a minimum of three (3) years after completion of contract work.
4. A copy of the claims reporting requirements must be submitted to the City of Stockton for review.
5. If the services involve lead-based paint or asbestos identification/remediation, the Contractors Pollution Liability policy shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, the Contractors Pollution Liability policy shall not contain a mold exclusion, and the definition of Pollution shall include microbial matter, including mold.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of no less than A: VII if admitted to do business in the State of California; If not admitted to do business in the State of California, insurance is to be placed with insurers with a current A.M. Best rating of no less than A+:X.

Waiver of Subrogation

Contractor hereby agrees to waive rights of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. **The Workers' Compensation policy shall be endorsed with a waiver of subrogation** in favor of the City of Stockton for all work performed by the Contractor, its employees, agents and subcontractors.

Verification of Coverage

Contractor shall furnish the City of Stockton with original certificates and amendatory endorsements. If necessary, copies of the applicable insurance language, effecting coverage required by this contract may be included. All certificates and endorsements are to be received and approved by the City of Stockton Risk Services before work commences. Failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City of Stockton reserves the right to require complete, certified copies of all required insurance policies, required by these specifications, at any time, for any reason or no reason.

Contractor shall, prior to the commencement of work under this Agreement, provide the City of Stockton with a copy of its Declarations Page and Endorsement Page for each of the required policies.

Certificate holder address

Proper address for mailing certificates, endorsements and notices shall be:

- City of Stockton
- Attention: Risk Services
- 425 N. El Dorado Street
- Stockton, CA 95202

City of Stockton Risk Services Phone: 209-937-5037

City of Stockton Risk Services Fax: 209-937-8558

Maintenance of Insurance

If at any time during the life of the Contract or any extension, the Contractor fails to maintain the required insurance in full force and effect, all work under the Contract shall be discontinued immediately. Any failure to maintain the required insurance shall be sufficient cause for the CITY to terminate this Contract.

Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City of Stockton is an additional insured on insurance required from subcontractors. For CGL coverage subcontractors shall provide coverage with a format least as broad as CG 20 38 04 13.

Surety Bonds

Contractor shall provide the following Surety Bonds:

1. Performance bond
2. Labor and Materials bond
3. Maintenance bond

The Performance Bond shall be in a sum equal to 100% of the contract price. The Maintenance Bond shall be equal to 20% of the contract price. Bonds shall be duly executed by a responsible corporate surety, authorized to issue such bonds in the State of California and secured through an authorized agent with an office in California.

Special Risks or Circumstances

City of Stockton reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other circumstances.