



CITY OF GARDEN GROVE

OFFICE OF THE CITY CLERK

*Safeguard all official records of the City.
Conduct municipal elections and oversee legislative administration.
Provide reliable, accurate, and timely information to the
City Council, staff, and the general public.*

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Mayor

Kris Beard
Mayor Pro Tem - District 1

John R. O'Neill
Council Member - District 2

Thu-Ha Nguyen
Council Member - District 3

Patrick Phat Bui
Council Member - District 4

Stephanie Klopfenstein
Council Member - District 5

Kim Bernice Nguyen
Council Member - District 6

March 22, 2018


Duke's Root Control, Inc.
1020 Hiawatha Boulevard, West
Syracuse, NY 13204-1131

Attention: Thomas Edwards

Enclosed is a copy of the Agreement by and between the Garden Grove Sanitary District and Duke's Root Control, Inc., to provide all materials, equipment, and labor for root control services.

Sincerely,

Teresa Pomeroy, CMC
Secretary

By: 
Liz Vasquez
Deputy Secretary

Enclosure

c: Finance Department
Finance Department/Purchasing
Public Works Department

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made this 22 day of March, 2018, by the **CITY OF GARDEN GROVE SANITARY DISTRICT**, ("DISTRICT") and **Duke's Root Control, Inc.**, herein after referred to as "CONTRACTOR".

RECITALS

The following recitals are a substantive part of this Agreement:

1. This Agreement is entered into pursuant to Garden Grove Sanitary District Resolution No. 8596-04 (July 27, 2004).
2. DISTRICT desires to utilize the services of CONTRACTOR to **Furnish all materials, equipment, and labor for root control services for the sanitary sewers in the Garden Grove Sanitary District.**
3. CONTRACTOR is qualified by virtue of experience, training, education and expertise to accomplish services.

AGREEMENT

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **Term and Termination.** The term of the agreement shall be for period of one (1) year from full execution of the agreement, with an option to extend said agreement additional two (2) years, for a total performance period of (3) three years. Option years shall be exercised one (1) year at a time, at the sole option of the DISTRICT. This agreement may be terminated by the DISTRICT without cause. In such event, the DISTRICT will compensate CONTRACTOR for work performed to date in accordance with fee schedule (Attachment "A"). Contractor is required to present evidence to support performed work.
2. **Services to be Provided.** The services to be performed by CONTRACTOR shall consist of tasks as set forth in the Proposal. The Proposal is incorporated herein by reference. The Proposal and this Agreement do not guarantee any specific amount of work.
3. **Compensation.** CONTRACTOR shall be compensated as follows:
 - 3.1 **AMOUNT.** Total Compensation under this agreement shall not exceed (NTE) amount of Twenty Four Thousand Nine Hundred Ninety Nine Dollars (\$24,999.00), per year, payable in arrears and in accordance with proposal in Attachment "A".

- 3.2 Payment. For work under this Agreement, payment shall be made per invoice for work completed. For extra work not a part of this Agreement, a written authorization by DISTRICT will be required, and payment shall be based on schedule included in Proposal (Attachment A).
- 3.3 Records of Expenses. CONTRACTOR shall keep complete and accurate records of all costs and expenses incidental to services covered by this Agreement. These records will be made available at reasonable times to DISTRICT.
- 3.4 Termination. DISTRICT and CONTRACTOR shall have the right to terminate this agreement, without cause, by giving thirty (30) days written notice of termination. If the Agreement is terminated by DISTRICT, then the provisions of paragraph 3 would apply to that portion of the work completed.

4. Insurance requirements.

- 4.1 COMMENCEMENT OF WORK. CONTRACTOR/CONSULTANT shall not commence work under this Agreement until all certificates and endorsements have been received and approved by the DISTRICT. All insurance required by this Agreement shall contain a Statement of Obligation on the part of the carrier to notify the DISTRICT of any material change, cancellation, or termination at least thirty (30) days in advance.
- 4.2 WORKERS COMPENSATION INSURANCE. During the duration of this Agreement, CONTRACTOR and all subcontractors shall maintain Workers Compensation Insurance in the amount and type required by law, if applicable.
- 4.3 INSURANCE AMOUNTS. CONTRACTOR/CONSULTANT shall maintain the following insurance for the duration of this Agreement:
- (a) Commercial general liability in an amount not less than \$1,000,000.00 per occurrence: **claims made and modified occurrence policies are not acceptable**; Insurance companies must be acceptable to DISTRICT and have a Best's Guide Rating of A- Class VII or better, as approved by the DISTRICT.
- (b) Automobile liability, for all autos, in an amount not less than \$1,000,000.00 combined single limit: **claims made and modified occurrence policies are not acceptable**; Insurance companies must be acceptable to DISTRICT

and have a Best's Guide Rating of A- Class VII or better, as approved by the DISTRICT.

An On-Going and Completed Operations Additional Insured Endorsement for the policy under section 4.3 (a) shall designate DISTRICT, it's officers, officials, employees, agents, and volunteers as additional insureds for liability arising out of work or operations performed by or on behalf of the CONTRACTOR. CONTRACTOR shall provide to DISTRICT proof of insurance and endorsement forms that conform to DISTRICT's requirements, as approved by the DISTRICT.

An Additional Insured Endorsement for the policy under section 4.3 (b) shall designate DISTRICT, it's officers, officials, employees, agents, and volunteers as additional insureds for automobiles, owned, leased, hired, or borrowed by the CONTRACTOR. CONTRACTOR shall provide to DISTRICT proof of insurance and endorsement forms that conform to DISTRICT's requirements, as approved by the DISTRICT.

For any claims related to this Agreement, CONTRACTOR's insurance coverage shall be primary insurance as respects DISTRICT, it's officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the DISTRICT, it's officers, officials, employees, agents, and volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.

5. **Non-Liability of Officials and Employees of the DISTRICT.** No official or employee of DISTRICT shall be personally liable to CONTRACTOR in the event of any default or breach by DISTRICT, or for any amount which may become due to CONTRACTOR.
6. **Non-Discrimination.** CONTRACTOR covenants there shall be no discrimination against any person or group due to race, color, creed, religion, sex, marital status, age, handicap, national origin, or ancestry, in any activity pursuant to this Agreement.
7. **Independent Contractor.** It is agreed to that CONTRACTOR shall act and be an independent contractor and not an agent or employee of the DISTRICT, and shall obtain no rights to any benefits which accrue to DISTRICT'S employees.
8. **Compliance with Law.** CONTRACTOR shall comply with all applicable laws, ordinances, codes, and regulations of the federal, state, and local government. CONTRACTOR shall comply with, and shall be responsible for causing all contractors and subcontractors performing any of the work pursuant to this Agreement to comply with, all applicable federal and state labor standards, including, to the extent applicable, the prevailing wage requirements promulgated by the Director of Industrial Relations of the State of California

Department of Labor. The City makes no warranty or representation concerning whether any of the work performed pursuant to this Agreement constitutes public works subject to the prevailing wage requirements.

9. **Notices.** All notices shall be personally delivered or mailed to the below listed address, or to such other addresses as may be designated by written notice. These addresses shall be used for delivery of service of process.

a. (Contractor)
Duke's Root Control, Inc.
Attention: Thomas Edwards
1020 Hlawatha Blvd., West
Syracuse, NY 13204-1131

b. (Address of DISTRICT) (with a copy to):

Garden Grove Sanitary District
13802 Newhope Street
Garden Grove, CA 92843
Attention: Project Manager

Garden Grove Sanitary District
11222 Acacia Parkway
Garden Grove, CA 92840
Attention: General Counsel

10. **CONTRACTOR'S PROPOSAL.** This Agreement shall include CONTRACTOR'S proposal or bid which shall be incorporated herein by reference. In the event of any inconsistency between the terms of the proposal and this Agreement, this Agreement shall govern.
11. **Licenses, Permits, and Fees.** At its sole expense, CONTRACTOR shall obtain a Garden Grove Business License, all permits, and licenses as may be required by this Agreement.
12. **Familiarity with Work.** By executing this Agreement, CONTRACTOR warrants that: (1) It has investigated the work to be performed; (2) It has investigated the site of the work and is aware of all conditions there; and (3) it understands the facilities, difficulties, and restrictions of the work under this Agreement. Should Contractor discover any latent or unknown conditions materially differing from those inherent in the work or as represented by DISTRICT, it shall immediately inform DISTRICT of this and shall not proceed, except at CONTRACTOR'S risk, until written instructions are received from DISTRICT.
13. **Time of Essence.** Time is of the essence in the performance of this Agreement.
14. **Limitations Upon Subcontracting and Assignment.** The experience, knowledge, capability, and reputation of CONTRACTOR, its principals and employees were a substantial inducement for DISTRICT to enter into this Agreement. CONTRACTOR shall not contract with any other entity to perform

the services required without written approval of the DISTRICT. This Agreement may not be assigned voluntarily or by operation of law, without the prior written approval of DISTRICT. If CONTRACTOR is permitted to subcontract any part of this Agreement, CONTRACTOR shall be responsible to DISTRICT for the acts and omissions of its subcontractor as it is for persons directly employed. Nothing contained in this Agreement shall create any contractual relationship between any subcontractor and DISTRICT. All persons engaged in the work will be considered employees of CONTRACTOR. DISTRICT will deal directly with and will make all payments to CONTRACTOR.

15. **Authority to Execute.** The persons executing this Agreement on behalf of the parties warrant that they are duly authorized to execute this Agreement and that by executing this Agreement, the parties are formally bound.
16. **Indemnification.** CONTRACTOR agrees to protect, defend, and hold harmless DISTRICT and its elective or appointive boards, officers, agents, and employees from any and all claims, liabilities, expenses, or damages of any nature, including attorneys' fees, for injury or death of any person, or damage to property, or interference with use of property, arising out of, or in any way connected with performance of the Agreement by CONTRACTOR, CONTRACTOR'S agents, officers, employees, subcontractors, or independent contractors hired by CONTRACTOR. The only exception to CONTRACTOR'S responsibility to protect, defend, and hold harmless DISTRICT, is due to the sole negligence of DISTRICT, or any of its elective or appointive boards, officers, agents, or employees.

This hold harmless agreement shall apply to all liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by CONTRACTOR.

17. **Appropriations.** This Agreement is subject to and contingent upon funds being appropriated therefor by the Garden Grove City Council for each fiscal year covered by the term of this Agreement. If such appropriations are not made, this Agreement shall automatically terminate without penalty to the CITY.

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(Agreement Signature Block on Next Page)

IN WITNESS THEREOF, these parties have executed this Project Agreement on the day and year shown below.

Date: 3/21/18

"DISTRICT"
Garden Grove Sanitary District

By: [Signature]
General Manager

ATTEST:

[Signature]
District Secretary

Date: 3/22/18

"CONTRACTOR"
Duke's Root Control, Inc.

Contractor's State Lic. No. 827327

Expiration Date. 11/30/2019

By: Braden C. Boyko [Signature]

Title: vice president

Date: 3/13/18

Tax ID No. 75-3026801

If CONTRACTOR is a corporation, a Corporate Resolution and/or Corporate Seal is required. If a partnership, Statement of Partnership must be submitted to the DISTRICT.

APPROVED AS TO FORM:

Woodruff Spradlin and Smart

[Signature]
Garden Grove Sanitary District
General Counsel

Date 3-15-2018

Attachment "A"

PROPOSAL
SEWER LINE ROOT CONTROL SERVICE
FOR
THE CITY OF GARDEN GROVE, CALIFORNIA

The following proposed agreement constitutes an offer to treat municipal sewer lines so as to destroy tree roots present in the pipe, and to deter their regrowth. Duke's Root Control, Inc. will honor the prices, the guarantee and all other terms and conditions set forth in this document, provided The City of Garden Grove accepts this agreement on or before December 31, 2018.

Submitted by:  March 6, 2018
Thomas W. Edwards

GENERAL

Duke's Root Control, Inc. (herein, Duke's) will apply EPA Registered root-control agents to various main line sanitary sewers, as selected by The City of Garden Grove in order to kill the root growth present in the lines and to control root re-growth.

Duke's will apply the chemical, as a foam, directly to the roots via a hose that extends throughout the entire length of each sewer section. The material will be applied evenly and uniformly, so as to completely fill the sewer pipe. Duke's will not use "pour down" products or utilize high pressure application equipment.

Duke's will pump the chemical foam under low pressure to assure that the sewer section is completely filled with foam, and to ensure that foam penetrates "wye" connections.

The chemical agent will contain a herbicide to destroy root tissue and a foaming surfactant to deliver the herbicide to the targeted roots.

Your Duke's representative will return periodically throughout the life of the guarantee, to help evaluate the treated sewers and assist in developing your root control program.

All treatments will be performed by a Duke's licensed certified applicator.

COMPLIANCE

The materials will be EPA registered, labeled for the intended use in sewer lines, and registered with the California Department of Pesticide Regulation.

Duke's will comply with all applicable federal, state, and local requirements and ordinances relative to this type of material and usage thereof (OSHA, EPA, DOT and the California Department of Pesticide Regulation). Chemical handling and treatments will be done by trained, professional applicators that are certified by the California Department of Pesticide Regulation, as required by law.

The U.S. Department of Transportation (DOT) number, necessary for the transportation of root control chemicals, assigned to Duke's is 401961. Duke's will adhere to all DOT regulations relative to commercial vehicle numbering, placards and registration; driver licensing, driver drug testing, and record keeping; and all other pertinent requirements contained in Federal Motor Carrier Safety Regulations.

ROOT CONTROL MATERIAL

Duke's will supply all components of the root-control material; in order to ensure the compatibility of said materials. All root-control materials provided by Duke's will be specifically designed for use in sewers.

Duke's will not use pour down products and/or products composed of acids or caustic compounds that are used to destroy roots or convey herbicide.

Duke's will be responsible for all shipping, and storage of root control materials. Duke's is also responsible for the disposal of spent root control material containers.

MANNER OF APPLICATION

Application of the chemical root control agent will be by foaming in accordance with the best-recommended practice for conditions present in the line under treatment. All foaming procedures will be in strict accordance with the instructions on the container label.

All solution will be mixed fresh, the day the work is to be performed. The water used to prepare the solution will be clear, cool, and free of acid, alkali, oxidizing agents, large amounts of oil, compounds or materials.

A foam discharge hose will be inserted throughout the entire length of the sewer section to be treated. Hydraulic sewer cleaners or other such equipment that might damage the roots, thereby reducing the immediate absorption of the root control agent, will not be used in the treatment process.

Chemical foam will be applied under pressure to assure that the entire sewer section is completely filled with foam, and to assure that foam penetrates "wye" connections. The hose retrieval will be timed to evenly distribute the full quantity of foam throughout the entire area of treatment. The quantity of foam will be sufficient to completely fill the entire volume of the main line sewer, plus an additional 10% to allow for the penetration of material up connecting lateral sewers, and the loss of material in manholes. Sewer service to homeowners will not be interrupted.

An approved fresh water, backflow, prevention system will be provided, and will be used whenever filling any chemical storage tank with fresh water.

MIXING AND HANDLING

All liquid products will be packaged in re-usable containers that are DOT approved for such use. These containers will be part of a closed mixing and handling system. A closed mixing and handling system is provided in order to eliminate, or significantly minimize worker exposure to volatile liquid compounds.

DUKE'S RESPONSIBILITIES

1. Duke's will keep complete, accurate records of each day's operation. Records shall show the date of treatment, the sections of line treated, pipe size and distance, and other pertinent information. Records and invoice will be submitted upon completion.
2. Duke's will respect the rights of property owners, and not enter upon private property without obtaining permission from the owner.
3. Duke's will place proper traffic warning devices to protect the specific job site, and to prevent accidents or personal injury to the public.

THE CUSTOMER'S RESPONSIBILITIES

1. Provide a department representative to accompany Duke's crew, and/or sewer system drawings showing the exact locations of the pipes to be treated.
2. Assist and make provision for entering private lands, public lands and right-of-ways. Locate and uncover hidden or buried manholes
3. Provide potable water for the purpose of mixing the root control agent and for clean up.

GUARANTEE

Duke's guarantees to kill all the roots in every sewer it treats in order to eliminate main line sewer stoppages caused by live tree roots.

If a treated sewer plugs up due to live tree roots during the guarantee period (see below), DUKE'S will RE-TREAT that section, AT IT'S OWN EXPENSE, or remit to The City of Garden Grove 100% of the payment received to treat that section of sewer.

The decision of The City of Garden Grove as to the cause of the plug-up is binding.

Duke's will apply this guarantee for a period of two (2) years, beginning on the date of treatment, and ending two years after the date of treatment.

Duke's will provide a **THREE-YEAR GUARANTEE** on any paid repeat applications that are performed within six months of the expiration date of the previous guarantee period.

Re-treatments, performed at no charge in honor of the guarantee, do not extend the expiration date of the guarantee.

This guarantee applies only to main line 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. Duke's shall not be responsible for any damages caused by sewer stoppages.

LIABILITY

Duke's is an insured, fully licensed pesticide application company, and is certified to apply EPA registered root control products with State environmental regulatory agencies.

Duke's accepts responsibility for damage to aboveground vegetation. Duke's is not responsible for damages caused by sewer stoppages.

Certificates of insurance are available upon request.

POLLUTION AND LIABILITY INSURANCE

The Pollution and Liability Insurance described herein is in addition to all other insurance provided by Duke's. This coverage shall protect the Owner, and the Owner's officers, agents, and employees from claims for damages for bodily or personal injury, sickness or disease, including death; and from claims for damages to property and/or the environment, which may arise directly out of the use of chemicals and/or pollution. The amount of this insurance shall be \$5,000,000.00 total loss.

QUALIFICATIONS

Duke's assists in managing over 1,000 root control programs annually, treating in excess of 250,000,000 feet of sewer, since 1976. Duke's has controlled tree roots in sewer pipes under more varying conditions than any other organization in the U.S., public or private.

TERM

The term of this contract is for one year. This contract may be extended up to an additional two years by The City of Garden Grove, one year at a time, with the mutual consent of both parties.

PRICE SCHEDULE

<u>PIPE SIZE</u>		<u>PRICE/FOOT</u>
6 inch	-	\$1.59/foot
8 inch	-	\$1.59/foot
10 inch	-	\$1.76/foot
12 inch	-	\$1.92/foot
15 inch	-	\$2.73/foot

Minimum Annual Contract Amount: \$3,000.00

Prices are computed per linear foot, manhole-to-manhole.

AGREEMENT

On this day, the _____ day of _____, 20__ The City of Garden Grove, California, and Duke's Root Control, Inc., New York corporation, do accept the terms of the proposal attached hereto.

THE CITY OF GARDEN GROVE, CALIFORNIA

Name, Title

Name, Title

DUKE'S ROOT CONTROL, INC.



March 6, 2018

Braden Boyko
Vice President
Duke's Root Control, Inc.
1020 Hiawatha Blvd. West
Syracuse, NY 13204



ADDITIONAL REMARKS SCHEDULE

AGENCY Haylor, Freyer & Coon, Inc.		NAMED INSURED Dukes Root Control Inc & Dukes Sales & Service Inc 1020 Hiawatha Blvd West Syracuse NY 13204	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Pollution Liability Deductible \$50,000, Retro Date 5/2/09



CNA PARAMOUNT

Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

Reviewed and approved as to insurance language and/or requirements.
Heidi M. Jay
Risk Management
3-20-18

- I. The **WHO IS AN INSURED** section is amended to add as an **Insured** any person or organization whom the **Named Insured** is required by **written contract** to add as an additional insured on this **coverage part**, including any such person or organization, if any, specifically set forth on the Schedule attachment to this endorsement. However, such person or organization is an **Insured** only with respect to such person or organization's liability for:
 - A. unless paragraph B. below applies,
 - 1. **bodily injury, property damage, or personal and advertising injury** caused in whole or in part by the acts or omissions by or on behalf of the **Named Insured** and in the performance of such **Named Insured's** ongoing operations as specified in such **written contract**; or
 - 2. **bodily injury or property damage** caused in whole or in part by **your work** and included in the **products-completed operations hazard**, and only if
 - a. the **written contract** requires the **Named Insured** to provide the additional insured such coverage; and
 - b. this **coverage part** provides such coverage.
 - B. **bodily injury, property damage, or personal and advertising injury** arising out of **your work** described in such **written contract**, but only if:
 - 1. this **coverage part** provides coverage for **bodily injury or property damage** included within the **products completed operations hazard**; and
 - 2. the **written contract** specifically requires the **Named Insured** to provide additional insured coverage under the 11-85 or 10-01 edition of CG2010 or the 10-01 edition of CG2037.
- II. Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:
 - A. coverage broader than required by the **written contract**; or
 - B. a higher limit of insurance than required by the **written contract**.
- III. The insurance granted by this endorsement to the additional insured does not apply to **bodily injury, property damage, or personal and advertising injury** arising out of:
 - A. the rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:
 - 1. the preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 - 2. supervisory, inspection, architectural or engineering activities; or
 - B. any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **coverage part**.
- IV. Notwithstanding anything to the contrary in the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS**, the Condition entitled **Other Insurance**, this insurance is excess of all other insurance available to the additional insured whether on a primary, excess, contingent or any other basis. However, if this insurance is required by **written**

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Page 1 of 2

VALLEY FORGE INSURANCE COMPANY

Insured Name: DUKE 'S ROOT CONTROL INC

Policy No: 6004239018

Endorsement No: 50

Effective Date: 01/01/2018

**Blanket Additional Insured - Owners, Lessees or
Contractors - with Products-Completed
Operations Coverage Endorsement**

contract to be primary and non-contributory, this insurance will be primary and non-contributory relative solely to insurance on which the additional insured is a named insured.

V. Solely with respect to the insurance granted by this endorsement, the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

1. give the Insurer written notice of any **claim**, or any **occurrence** or offense which may result in a **claim**;
2. except as provided in Paragraph IV. of this endorsement, agree to make available any other insurance the additional insured has for any loss covered under this **coverage part**;
3. send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and
4. tender the defense and indemnity of any **claim** to any other insurer or self insurer whose policy or program applies to a loss that the Insurer covers under this **coverage part**. However, if the **written contract** requires this insurance to be primary and non-contributory, this paragraph (4) does not apply to insurance on which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.

VI. Solely with respect to the insurance granted by this endorsement, the section entitled **DEFINITIONS** is amended to add the following definition:

Written contract means a written contract or written agreement that requires the **Named Insured** to make a person or organization an additional insured on this **coverage part**, provided the contract or agreement:

- A. is currently in effect or becomes effective during the term of this policy; and
- B. was executed prior to:
 1. the **bodily injury or property damage**; or
 2. the offense that caused the **personal and advertising injury**for which the additional insured seeks coverage.

Any coverage granted by this endorsement shall apply solely to the extent permissible by law.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.



ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY

It is understood and agreed that this endorsement amends the **BUSINESS AUTO COVERAGE FORM** as follows:
SCHEDULE

Name of Additional Insured Persons Or Organizations
Blanket per written contract

1. In conformance with paragraph **A.1.c.** of **Who Is An Insured** of Section II – LIABILITY COVERAGE, the person or organization scheduled above is an insured under this policy.
2. The insurance afforded to the additional insured under this policy will apply on a primary and non-contributory basis if you have committed it to be so in a written contract or written agreement executed prior to the date of the "accident" for which the additional insured seeks coverage under this policy.

All other terms and conditions of the Policy remain unchanged.

Duke's Root Control

Policy Number: 1002379701

Reviewed and approved as to insurance language and/or requirements.

Heidi M. Jay
Risk Management
3-20-18



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CHANGES – OTHER INSURANCE

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA PLUS COVERAGE PART

Solely with respect to the coverage afforded under this insurance to any person or organization which qualifies as an additional insured pursuant to paragraph 2. c. or e. of SECTION II – WHO IS AN INSURED, the Other Insurance Condition of SECTION IV – CONDITIONS is deleted and replaced with the following:

4. Other Insurance

This insurance is excess over "scheduled underlying insurance" and any other valid and collectible insurance available to the additional

insured whether primary, excess, contingent or on any other basis. Provided, this insurance shall be either primary to, or primary to and noncontributing with, such other valid and collectible insurance available to the additional insured if so required by written contract or agreement with you. This condition does not apply to insurance purchased specifically to apply in excess of this insurance.

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Reviewed and approved as to insurance language
and/or requirements.
Neidum Jay
Risk Management
3-20-18

POLICY NUMBER
C 1002379701

INSURED NAME AND ADDRESS
DUKE'S ROOT CONTROL INC
1020 HIAWATHA BLVD., WEST
SYRACUSE, NY 13204

POLICY CHANGES
DESIGNATED INSURED - CA2048

This Change Endorsement changes the Policy. Please read it carefully. This Change Endorsement is a part of your Policy and takes effect on the effective date of your Policy, unless another effective date is shown.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED BLANKET

ANY PERSON OR ORGANIZATION THAT THE NAMED INSURED IS OBLIGATED TO PROVIDE INSURANCE WHERE REQUIRED BY A WRITTEN CONTRACT OR AGREEMENT IS AN INSURED, BUT ONLY WITH RESPECT TO LEGAL RESPONSIBILITY FOR ACTS OR OMISSIONS OF A PERSON OR ORGANIZATION FOR WHOM LIABILITY COVERAGE IS AFFORDED UNDER THIS POLICY.



Reviewed and approved as to insurance language
and/or requirements
Neils M. Jay
Risk Management
3-20-18

Thomas F. Mohamed
Chairman of the Board

Jonathan Kauter
Secretary