

<i>PROPOSAL SUBMITTED BY:</i>		
DUKE'S ROOT CONTROL, INC		
<i>Contractor's Name</i>		
1020 HIAWATHA BLVD W		
<i>Street</i>		
SYRACUSE	NY	P.O. Box 13204
<i>City</i>	<i>State</i>	<i>Zip Code</i>



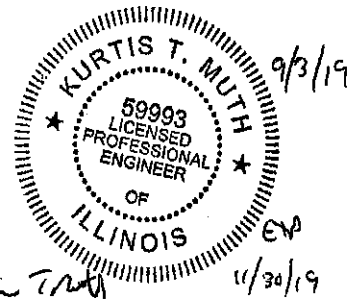
CITY OF AURORA
KANE COUNTY
STATE OF ILLINOIS

**PROPOSAL AND SPECIFICATIONS FOR
2019 Sanitary Sewer Root Control Contract**

AURORA, ILLINOIS

September, 2019
Bid 19-61

PREPARED BY
CITY OF AURORA
Engineering Division
77 S. Broadway Avenue
AURORA, ILLINOIS 60507



**City of Aurora
Bid 19-61**

NOTICE TO BIDDERS

Time and Place of Opening of Bids

Sealed proposals for the improvement described below will be received at the office of the City Clerk, 44 E. Downer Place, Aurora, IL 60507 until 2:00 P.M., Wednesday, September 25th, 2019. Proposals will be opened and read publicly at 2:00 P.M., Wednesday, September 25th, 2019 at the office of the City Clerk, 44 E. Downer Place, Aurora, IL 60507.

Description of Work

Name: 2019 Sanitary Sewer Root Control Contract

Location: Throughout the City of Aurora

Proposed Improvement: Apply an approved chemical to requested sanitary sewers ranging in size from 6" to 36" known to have issues of root intrusion as described in the attached specifications.

Bidder Instructions

1. Plans, specifications, and proposal forms will be available on Monday, September 9, 2019 and may be obtained at the Purchasing Office, 44 East Downer Place, Aurora, Illinois 60507 during normal business hours, by calling 630-256-3550 or online at: <https://www.aurora-il.org/bids.aspx>. Contact Person: Kurt Muth (630) 256-3200.
2. The Awarding Authority reserves the right to waive technicalities and to reject any or all proposals as provided in Standard Provisions for Bidding Requirements and Conditions for Contract Proposals contained in the "Supplemental Specifications and Recurring Special Provisions".
3. Any bidder who owes the City money may be disqualified at the City's discretion.
4. The City encourages minority business firms to submit proposals and encourages the successful contract bidder to utilize minority businesses as subcontractors for supplies, equipment, services, and construction.
5. Submission of a bid shall be conclusive assurance and warranty the bidder has examined the plans and understands all requirements for the performance of work. The bidder will be responsible for all errors in the proposal resulting from failure or neglect to conduct an in depth examination. The Awarding Authority will, in no case be responsible for any costs, expenses, losses or changes in anticipated profits resulting from such failure or neglect of the bidder.
6. The City of Aurora has a local preference ordinance that would apply to this contract.

By Order of
City Clerk
City of Aurora

PROPOSAL

TO: THE HONORABLE MAYOR AND CITY COUNCIL
CITY OF AURORA
44 EAST DOWNER PLACE
AURORA, ILLINOIS 60507

1. Proposal of DUKE'S ROOT CONTROL, INC
for the improvement known as the **2019 Sanitary Sewer Root Control Contract, Bid 19-61.**
2. The plans and specifications for the proposed improvements are those prepared by the City of Aurora Engineering Division and approved by the City Council of Aurora, Illinois.
3. In submitting this proposal, the undersigned declares that the only persons or parties interested in the proposal as principals are those named herein, and that the proposal is made without collusion with any person, firm, or corporation.
4. The undersigned further declares that he has carefully examined the proposals, plans, specifications, form of contract and contract bond, and special provisions, if any, and that he has inspected in detail the site of the proposed work and that he has familiarized himself with all of the local conditions affecting the contract and detailed requirements of construction, and understands that in making this proposal he waives all right to plead any misunderstanding regarding the same.
5. The undersigned further understands and agrees that if the proposal is accepted, he is to furnish and provide all necessary machinery, tools, apparatus and other means of construction and to do all of the work and to furnish all of the materials and labor required.
6. The undersigned declares that he understands that the quantities mentioned are approximate only, and that they are subject to increase or decrease; that he will take in full payment therefore the amount of the summation of the actual quantities, as finally determined, and multiplied by the unit prices shown in the schedule of prices contained herein.
7. The undersigned agrees that the unit prices submitted herewith are for the purpose of obtaining a gross sum and for use in computing the value of extras and deductions; that if there is a discrepancy between the gross sum bid and that resulting from the summation of the quantities multiplied by their respective unit prices, the latter shall apply.
8. The undersigned agrees that if the City decides to extend or shorten the improvement, or otherwise alter it by extras or deductions, including the elimination of any one or more of the items, as provided in the specifications, he will perform the work as altered, increased or decreased, at the contract unit prices without claim for profits lost as a result of any work or items eliminated by the City of Aurora.
9. The undersigned agrees that the Engineer may, at any time during the progress of the work covered by this contract, order other work or materials incidental thereto, and that all such work and materials as do not appear in the proposal or contract as a specific item accompanied by a unit price, and which are not included under the bid price for other items in this contract, shall be performed as extra work, and that he will accept as full compensation therefore the actual cost plus ten percent (10%), the actual cost to be determined as provided for in the specifications.
10. The undersigned further agrees to execute a contract, a contract bond satisfactory to and in the form prescribed by the City in the penal sum of the full amount of the contract, guaranteeing the faithful performance of the work in accordance with the terms of the contract within **fifteen (15)** days after receiving the notice of award of the contract.
11. The undersigned further agrees to begin work not later than **ten (10)** calendar days after the execution or by the date stated within the contract documents and approval of the contract and contract bond, unless

otherwise provided, and to prosecute the work in such a manner and with sufficient materials, equipment, and labor as will ensure its completion within the time limit specified herein, it being understood and agreed that the completion within the time limit is an essential part of the contract.

12. The undersigned agrees to complete the work within the time stipulated in the Special Provisions.
13. All work shall be completed to the satisfaction of the Engineer by the above dates unless the Engineer in accordance with the specifications grants additional time. In case of failure to complete the work within the time named herein, or within such extra time as may have been allowed by extensions, the undersigned agrees that the City shall withhold from such sums as may be due him under the terms of the contract the liquidated damages as set forth in the Standard Specifications, which costs shall be considered and treated not as a penalty, but as damages due the Municipality from the undersigned by reason of inconvenience to the public, added cost of engineering and supervision, and other items which have caused an expenditure of public funds resulting from the failure of the undersigned to complete the work within the time specified in the contract.
14. If this proposal is accepted and the undersigned shall fail to execute a contract and contract bond as required herein, it is hereby agreed that the amount of the check or draft or bidder's bond substituted in lieu thereof shall become the property of the City and shall be considered not as a penalty but as payment of liquidated damages due to delay and other causes suffered by the City because of the failure to execute said contract and contract bond, otherwise said check or draft or bidder's bond substituted in lieu thereof shall be returned to the undersigned.
15. Accompanying this proposal is either a **5% Bid Bond** or a proposal guaranty check, complying with the specifications, made payable to the City Treasurer of the City of Aurora. The amount of the check is \$ 5,246.50
16. The undersigned submits herewith his schedule of prices covering the work to be performed under this contract, he understands that he must show in the schedule the unit prices for which he proposes to perform each item of work, that the extensions must be made by him, and that if not so done, his proposal may be rejected as irregular or non-responsive.
17. The undersigned agrees to conform to Section 100 of the Standard Specifications and to Article 107.27 of that section indemnifying and saving harmless the City of Aurora and its officers, agents, and employees. The Contractor shall provide insurance with limits as stated in the Article 6.7 of the *City of Aurora - General Specifications*.
18. The City of Aurora reserves the right to reject any or all of the bids and to waive any and all irregularities and technicalities. The City of Aurora shall either award the project or reject the bids within Sixty (60) calendar days after the bid opening. This time frame may be extended upon mutual agreement of the City and the Bidder.
19. The undersigned of this proposal agrees that he or she has examined all sections of this Proposal, Specifications, and Bidding Documents and hereby understands and accepts the provisions for access, or the lack of access, to the construction site and shall claim no compensation other than the prices as bid for this condition of accessibility.
20. The undersigned further agrees that the unit prices submitted herewith are for the complete item constructed, including all labor, equipment, material and other necessary incidental work.
21. The undersigned agrees to indemnifying and saving harmless the City of Aurora, its officers, agents, employees, and servants by filing with the City, prior to the execution of the contract, copies of completed Certificates of Insurance satisfactory to the City, with the City of Aurora named as co-insured; automobile liability insurance covering owned, non-owned, and hired vehicles with limits of liability as stated in the City of Aurora - General Specifications Article 6.7.

22. No bid shall be considered unless the party offering it shall furnish evidence satisfactory to the City of Aurora that he has been previously engaged in the quality construction of improvements of the same character as the one herein specified, and that he has the necessary facilities, equipment, experience, and ability and pecuniary resources to fulfill the conditions of the contract
23. No contract will be awarded to any bidder where that bidder or any principal or supervisory personnel of the bidder has been personally involved with another business that has been delinquent or unfaithful in any former contract with the City or where that bidder or any supervisory personnel of the bidder has been personally involved with another business that is a defaulter as surety or otherwise upon obligation to the City.
24. The Illinois Freedom of Information Act (FOIA) has been amended and effective January 1, 2010, adds a new provision to Section 7 of the Act which applies to public records in the possession of a party with whom the City of Aurora has contracted. The City of Aurora will have only a very short period of time from receipt of a FOIA request to comply with the request, and there is a significant amount of work required to process a request including collating and reviewing the information. The undersigned acknowledges the requirements of FOIA and agrees to comply with all requests made by the City of Aurora for public records (as that term is defined by Section 2(c) of FOIA) in the undersigned's possession and to provide the requested public records to the City of Aurora within two (2) business days of the request being made by the City of Aurora. The undersigned agrees to indemnify and hold harmless the City of Aurora from all claims, costs, penalty, losses and injuries (including but not limited to, attorney's fees, other professional fees, court costs and/or arbitration or other dispute resolution costs) arising out of or relating to its failure to provide the public records to the City of Aurora under this agreement.
25. The undersigned submits herewith this **Schedule of Prices** covering the work to be performed under this contract:



**Schedule of Prices
Sanitary Sewer Root Control Contract
Bid 19-61**

Route Various
 County Kane
 Local Agency City of Aurora

RETURN WITH BID

(For complete information covering these items, see plans and specifications)

NO.	ITEM	UNIT	QUANTITY	UNIT COST	AMOUNT
1	6"-12" Sanitary Sewer	LF	29,300	\$2.00	\$58,600.00
2	15"-18" Sanitary Sewer	LF	3,350	\$4.00	\$13,400.00
3	20"-24" Sanitary Sewer	LF	2,480	\$6.00	\$14,880.00
4	27"-36" Sanitary Sewer	LF	1,675	\$6.00	\$10,050.00
5	Items Ordered by Engineer	Allowance	1	\$8,000.00	\$8,000.00
Bidder's Total Proposal for Making Entire Improvements =					\$104,930.00



(If an individual)

Signatures

Signature of Bidder _____

Business Address _____

(If a partnership)

Firm Name _____

Signed by _____

Business Address _____

Insert
Names and
Addresses of
All Partners

(If a corporation)

Corporate Name DUKE'S ROOT CONTROL, INC

Signed By 
VICE President

Business Address 1020 HIAWATHA BLVD W

SYRACUSE, NY 13204

President WES LONG

Secretary LYNN HEFFRON

Treasurer BRADEN BOYKO
VICE PRESIDENT

Attest:



Secretary

BIDDER'S CERTIFICATION

I/We hereby certify that:

- A. A complete set of bid papers, as intended, has been received, and that I/We will abide by the contents and/or information received and/or contained herein.
- B. I/We have not entered into any collusion or other unethical practices with any person, firm, or employee of the City which would in any way be construed as unethical business practice.
- C. I/We have adopted a written sexual harassment policy which is in accordance with the requirements of Federal, State and local laws, regulations and policies and further certify that I/We are also in compliance with all other equal employment requirements contained in Public Act 87-1257 (effective July 1, 1993) 775 ILCS 5/2-105 (A).
- D. I/We are in compliance with the most current "Prevailing Rate" of wages for laborers, mechanics and other workers as required by the City of Aurora Ordinance No. O18-054, adopted on June 26, 2018.
- E. I/We operate a drug free environment and drugs are not allowed in the workplace or satellite locations as well as City of Aurora sites in accordance with the Drug Free Workplace Act of January, 1992.
- F. The Bidder is not barred from bidding on the Project, or entering into this contract as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code, or any similar offense of "bid rigging" or "bid rotating" of any state or the United States.
- G. I/We will submit with our bid, for all contracts in excess of \$25,000.00, a certificate indicating participation in apprenticeship and training programs approved and registered with the United States Department of Labor.

Contractor shall check the box indicating that a copy of applicable program certification is attached.
- H. ~~I/We have obtained IDOT prequalification as described in Check Sheet LRS6 in the "Supplemental Specifications and Recurring Special Provisions" in the categories appropriate for the type of work proposed for this project.~~

Contractor shall check the box indicating that a copy of the IDOT prequalification certification for the appropriate categories is attached.
- I. I/We will abide by all other Federal, State and local codes, rules, regulations, ordinances and statutes.

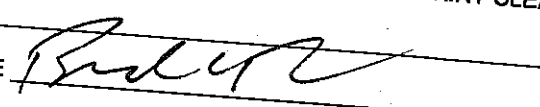
COMPANY NAME DUKE'S ROOT CONTROL, INC

ADDRESS 1020 HIAWATHA BLVD W

CITY/STATE/ZIP CODE SYRACUSE, NY 13204

NAME OF CORPORATE/COMPANY OFFICIAL BRADEN BOYKO

TITLE VICE PRESIDENT

AUTHORIZED OFFICIAL SIGNATURE 

DATE 9/23/2019

TELEPHONE (315) 472-4781

FAX No. (315) 475-4203

Subscribed and Sworn to
 Before me this 23rd day
 of Sept, 2019
Sonya Battilana
 Notary Public

SONYA L. BATTILANA
 NOTARY PUBLIC, STATE OF NEW YORK
 Registration No. 01BA6022423
 Qualified in Onondaga County
 Commission Expires April 24, 2023

Apprenticeship or Training Program Certification

*SEE ENCLOSED LETTER

Return with Bid

All contractors are required to complete the following certification:

- For this contract proposal or for all groups in this deliver and install proposal.
- For the following deliver and install groups in this material proposal:

The City of Aurora policy, adopted in accordance with the provisions of the Illinois Highway Code, requires this contract to be awarded to the lowest responsive and responsible bidder. In addition to all other responsibility factors, this contract or deliver and install proposal requires all bidders and all bidders' subcontractors to disclose participation in apprenticeship or training programs that are approved by and registered with the United States Department of Labor's Bureau of Apprenticeship and Training, and applicable to the work of the above indicated proposals or groups. Therefore, all bidders are required to complete the following certification:

- I. Except as provided in paragraph IV below, the undersigned bidder certifies that it is a participant, either as an individual or as part of a group program, in an approved apprenticeship or training program applicable to each type of work or craft that the bidder will perform with its own employees.
- II. The undersigned bidder further certifies for work to be performed by subcontract that each of its subcontractors submitted for approval is, at the time of such bid, participating in an approved, applicable apprenticeship or training program applicable to the work of the subcontract.
- III. The undersigned bidder, by inclusion in the list in the space below, certifies the official name of each program sponsor holding the Certificate of Registration for all of the types of work or crafts in which the bidder is a participant and that will be performed with the bidder's employees. Types of work or craft that will be subcontracted shall be included and listed as subcontract work. The list shall also indicate any type of work or craft job category for which there is no applicable apprenticeship or training program available.

VI. Except for any work identified above, any bidder or subcontractor that shall perform all or part of the work of the contract or deliver and install proposal solely by individual owners, partners or members and not by employees to whom the payment of prevailing rates of wages would be required, check the following box, and identify the owner/operator workforce and positions of ownership.

The requirements of this certification and disclosure are a material part of the contract, and the contractor shall require this certification provision to be included in all approved subcontracts. The bidder is responsible for making a complete report and shall make certain that each type of work or craft job category that will be utilized on the project is accounted for and listed. **The City of Aurora requires a copy of each applicable Certificate of Registration issued by the United States Department of Labor evidencing such participation by the contractor and any or all of its subcontractors be included with the bid in order to qualify to bid on the project.**

Bidder: _____

Address: _____

By: _____

Title: _____ (Signature)

*SEE ENCLOSED LETTER

STATE OF ~~ILLINOIS~~ New York
County of ~~Kane~~ Onondaga
ss.

BIDDER'S TAX CERTIFICATION

(BIDDER'S EXECUTING OFFICER), being first duly sworn on oath, deposes and states that all statements made herein are made on behalf of the Bidder, that this despondent is authorized to make them and that the statements contained herein are true and correct.

Bidder deposes, states and certifies that Bidder is not barred from contracting with any unit of local government in the State of Illinois as result of a delinquency in payment of any tax administered by the Illinois Department of Revenue unless Bidder is contesting, in accordance with the procedures established by the appropriate statute, its liability for the tax or the amount of the tax, all as provided for in accordance with 65 ILCS 5/11-42.1-1.

DATED this 23rd day of September, 2019.

By [Signature]
(Signature of Bidder's Executing Officer)

BRADEN BOYKO

(Print name of Bidder's Executing Officer)

VICE PRESIDENT

(Title)

ATTEST/WITNESS:

By [Signature]

Title OPERATIONS COORDINATOR

Subscribed and sworn to before me this
23rd day of Sept, 2019.

[Signature]
Notary Public

(SEAL)

SONYA L. BATTILANA
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01BA6022423
Qualified in Onondaga County
Commission Expires April 24, 2023

CONTRACTOR'S QUALIFICATION SUBMITTAL
(Submit With Bid)

Contractor name: DUKE'S ROOT CONTROL, INC

Street Address: 1020 HIAWATHA BLVD W

City/State/Zip: SYRACUSE, NY 13204

Contractor's IDA Pesticide Business license #: CAD99505

Contractor US DOT #: 1559146

Brand name of proposed chemical root control product: RAZOROOTER II

US EPA root control product registration #: 64898-8

IDA root control product registration #: 64898-8

Does the Contractor have pollution liability insurance as specified? Yes No

Contractor's pollution liability insurance carrier: EVEREST INDEMNITY INSURANCE COMPANY

What is the current a.m. best rating for your pollution insurance carrier? A

Using the product submitted, does the Contractor have:

A total of 100,000 linear feet completed in the type of work specified? Yes No

Is a product label and Safety Data Sheet (SDS) attached? Yes No

Contractor's IDA Certified Pesticide Applicators

1. Name: CODY-ALLEN DAVID Certification #: CA99517 Years of Experience: 3

2. Name: DAVID WALL Certification #: CA98494 Years of Experience: 20

3. Name: HARRY E BUSH Certification #: CA99505 Years of Experience: 30

**CONTRACTOR'S ROOT CONTROL REFERENCE SUBMITTAL
(Submit With Bid)**

The Contractor must submit three municipal references of similar scope using the product submitted, which the owner can verify.

Owner/Agency:	NASSAU COUNTY
Address:	1550 FRANKLIN AVE
City, State, Zip:	MINEOLA, NY 11501
Contact & Phone:	JOE DAVENPORT (516) 571-3911
Footage Treated:	187,734
Date of Treatment:	AUGUST 1, 2019 - AUGUST 31, 2019

Owner/Agency:	COBB COUNTY
Address:	660 S COBB DRIVE
City, State, Zip:	MARIETTA, GA 30060
Contact & Phone:	KEITH KELLETT (770) 419-6353
Footage Treated:	122,387
Date of Treatment:	JULY 1, 2019 - JULY 31, 2019

Owner/Agency:	CITY OF CHEYENNE
Address:	PO BOX 1469
City, State, Zip:	CHEYENNE, WY 82003
Contact & Phone:	WAYNE PACKARD (307) 637-6471 x2842
Footage Treated:	78,064
Date of Treatment:	MAY 1, 2019 - MAY 13, 2019

Only experienced Contractor's in this type of work will be considered for award. Failure to provide sufficient verifiable references will result in rejection of this bid.

ENVIRONMENTAL HAZARD SUBMITTAL
(Submit With Bid)

Complete the following questionnaire with respect to the product submitted for use by the bidder.

1. Check the US EPA classification for the submitted product.

Restricted use ___ General use X

2. What are the Active Ingredients in the product submitted? DIQUAT BROMIDE

3. Check the classification the U.S. Environment Protection Agency has assigned to the active ingredient(s) in your product with regards to whether it causes cancer:

<input checked="" type="checkbox"/>	1985 Classification
<input type="checkbox"/>	Human carcinogen
<input type="checkbox"/>	Probable human carcinogen
<input type="checkbox"/>	Possible human carcinogen
<input type="checkbox"/>	Not classifiable as to Human Carcinogenicity
<input checked="" type="checkbox"/>	Evidence of Non-carcinogenicity for humans

<input checked="" type="checkbox"/>	2005 Classification
<input type="checkbox"/>	Carcinogenic to humans
<input type="checkbox"/>	Likely to be carcinogenic to humans
<input type="checkbox"/>	Suggestive evidence of carcinogenic potential
<input type="checkbox"/>	Inadequate information to assess carcinogenic potential
<input checked="" type="checkbox"/>	Not likely to be carcinogenic to humans

4. Volatile organic compounds (VOC) present an inhalation exposure hazard to humans. Does the product submitted contain active herbicide(s) that are considered (VOC) at ambient temperatures. Yes ____, No X.

If yes, list the volatile herbicide(s) below: _____



1020 Hiawatha Blvd., West
Syracuse, NY 13204-1131
1-800-44-ROOTS
(315) 472-4781
Fax: (315) 475-4203

September 19, 2019

City of Aurora
City Clerk
44 E Downer Place
Aurora, IL 60507

RE: Bid 19-61 2019 Sanitary Sewer Root Control Contract

To Whom It May Concern:

The document titled 'Apprenticeship or Training Program Certification' has been left unsigned as chemical sewer root control is not an apprentice craft. This is confirmed by the United States Department of Labor website (<https://www.doleta.gov/OA/occupations.cfm>). Furthermore, our company provides specialized training for all new hires and is unable to hire already skilled workers from the labor force. The majority of skills for the job are not transferrable to other employers, which would make the requirement to create a registered apprenticeship training program through the U.S. Government an unnecessary burden as we would still be training our own employees skills that only apply to our company. All wages paid for work performed on public works projects in Illinois are paid at journeyman levels under the 'Heavy & Highway Laborer' category.

Respectfully,

Braden L. Boyko
Vice President

STATE OF ILLINOIS
DEPARTMENT OF AGRICULTURE

Application for Registration
Pesticide Products - 2019 & 2020

Validation Copy

Keep this Copy For Your Records

Date Registration Accepted and Valid: 12/7/19 Initials: KT

USAPlants ID#: 003Q6T

SEWER SCIENCES, INC.
ATTN: GAIL DAILEY
1020 HIAWATHA BLVD., WEST
SYRACUSE NY 13204

Questions regarding this form and the registration process should be directed to:

Illinois Department of Agriculture
Bureau of Environmental Programs
PO Box 19281
Springfield, IL 62794-9281
(217) 785-2427 TDD # (866) 287-2999

Instructions

This document shall serve as confirmation that the products listed below have been registered with the State of Illinois for the time period indicated in the upper right corner of this document. As a result, pursuant to the Illinois Pesticide Act, said products are therefore legal to be "distributed, sold, offered for sale within this State, delivered for transportation or transported in interstate commerce or between points within the State through any point outside the State" (415 ILCS 60/6).

PRODUCT OR BRAND OF PESTICIDE

US EPA Registration Number

RAZORROOTER II

64898-8

Total Number of Products Registered: 1

ID
CARD

ILLINOIS DEPARTMENT OF AGRICULTURE
BUREAU OF ENVIRONMENTAL PROGRAMS

(CUT ALONG DOTTED LINE)

STATE OF ILLINOIS
DEPARTMENT OF AGRICULTURE
SPRINGFIELD, ILLINOIS



LIC# CA99517
EXPIRES December 31, 2020

DUKES ROOT CONTROL INC
Cody-Allen F David
1020 HIAWATHA BLVD WEST
SYRACUSE NY 13204


SIGNATURE

(FOLD LINE)

ILLINOIS PESTICIDE ID CARD

LIC# CA99517 USAPLANTS ID: 00228D
COMMERCIAL APPLICATOR

General Standards
Sewer Root Line

IL406-1122 X021-406-0030

ILLINOIS DEPARTMENT OF AGRICULTURE
BUREAU OF ENVIRONMENTAL PROGRAMS

(CUT ALONG DOTTED LINE)

ID
CARD

STATE OF ILLINOIS
DEPARTMENT OF AGRICULTURE
SPRINGFIELD, ILLINOIS

LIC# CA98494
EXPIRES December 31, 2019
DUKES ROOT CONTROL INC
DAVID PAUL WALL
1020 HIAWATHA BLVD WEST
SYRACUSE NY 13204



(FOLD LINE)

ILLINOIS PESTICIDE ID CARD
LIC# CA98494 USAPLANTS ID: 00228D
COMMERCIAL APPLICATOR

General Standards
Sewer Root Line

David Wall

SIGNATURE

IL406-1122 X021-406-0030

ID
CARD

ILLINOIS DEPARTMENT OF AGRICULTURE
BUREAU OF ENVIRONMENTAL PROGRAMS

(CUT ALONG DOTTED LINE)

STATE OF ILLINOIS
DEPARTMENT OF AGRICULTURE
SPRINGFIELD, ILLINOIS



LIC# CA99505
EXPIRES December 31, 2020

DUKES ROOT CONTROL INC
Harry E Bush
1020 HIAWATHA BLVD WEST
SYRACUSE NY 13204

A handwritten signature in black ink, appearing to read "H. E. Bush", written over a horizontal line.

SIGNATURE

ILLINOIS PESTICIDE ID CARD

LIC# CA99505 USAPLANTS ID: 00228D
COMMERCIAL APPLICATOR

General Standards
Sewer Root Line

(FOLD LINE)

IL406-1122 X021-406-0030

ID
CARD

ILLINOIS DEPARTMENT OF AGRICULTURE
BUREAU OF ENVIRONMENTAL PROGRAMS

(CUT ALONG DOTTED LINE)

STATE OF ILLINOIS
DEPARTMENT OF AGRICULTURE
SPRINGFIELD, ILLINOIS



LIC# CAD99505
EXPIRES December 31, 2020

DUKES ROOT CONTROL INC
Harry E Bush
1020 HIAWATHA BLVD WEST
SYRACUSE NY 13204

(FOLD LINE)

ILLINOIS PESTICIDE ID CARD

LIC# CAD99505 USAPLANTS ID: 00228D
COMMERCIAL APPLICATOR/DEALER

General Standards
Sewer Root Line

SIGNATURE

IL406-1122 X021-406-0030

PRELIMINARY STATEMENTS HAZARDS TO HUMANS

CAUTION: Harmful if inhaled. Harmful if swallowed. Causes moderate eye irritation. Avoid breathing spray mist. Remove and wash contaminated clothing before reuse. Wash thoroughly with soap and water after handling and before eating, drinking, chewing gum or using tobacco. Avoid contact with eyes or clothing. Wear protective eyewear. Wear long sleeve shirt and long pants, socks, shoes and gloves.

PERSONAL PROTECTIVE EQUIPMENT (PPE)

- Applicators and other handlers must wear:
 - Coveralls over short-sleeved shirt and short pants.
 - Chemical-resistant gloves.
 - Chemical-resistant footwear plus socks.
 - Protective eyewear.
- Protective clothing should be worn immediately after cleaning or maintenance.
- A dust/mist filtering respirator (NIOSH/MSHA approval number prefix TC-21C).

Follow manufacturer's instructions for cleaning/maintaining PPE. If no instructions are given, use detergent and hot water. Keep soap and water PPE separately from other laundry.

EXCEPT: If a closed system is used during mixing, diluting, product transportation, and application, it will be made to classify, transport, store, and use in accordance with the requirements of the Hazardous Waste Regulations. The product will be diluted in 50 parts water per part of concentrate at a ratio of at least 1 part product to 50 parts water (20:1), use, their applicators, nozzles, loaders, and other handlers may wear:

- Short sleeved shirt and long pants
- Socks plus socks
- Waterproof gloves

EMERGENCY INFORMATION
For spill, leak, fire, exposure, or accident, call CHEMTEC at 1-800-542-5500.

ENVIRONMENTAL HAZARDS

This pesticide is toxic to aquatic invertebrates. Keep out of lakes, ponds, and streams. Do not apply directly to water bodies, to areas where surface water is present or to intertidal areas below the low water mark. Do not contaminate water when disposing of equipment washwaters or rinsates. Do not use this product in accordance with the instructions, contact with State or Federal Environmental Protection Agency (EPA) Regional Office for guidance. Keep off lawns and paths as they may be severely harmed. Fum should be shovelled off planned areas immediately rather than washing off with water.

USER SAFETY RECOMMENDATIONS

- Users should:
- Wash hands before eating, drinking, chewing gum, using tobacco or using the toilet.
 - Remove clothing immediately if pesticide gets inside. Then wash thoroughly and change into clean clothing.
 - Remove PPE immediately after use of this product. Wash the outside of gloves before removing. As soon as possible, wash thoroughly and change into clean clothing.
 - Do not enter manholes or other confined spaces adjacent to treated areas until all foam or spray has dried and always use full Federal and State OSHA incident procedures for confined space entry.

STORAGE & DISPOSAL

Do not contaminate water, food or feed by storage, disposal or cleaning of equipment. Open dumping is prohibited. Do not put this product in empty containers. Do not reuse containers. Do not concentrate or dilute into food or drink containers. Do not contaminate feed, foodstuffs or drinking water. Do not store or transport near feed or food. Store at temperature above 32°F. For help with any spill, leak, fire or exposure involving this material, call CHEMTEC (1-800-424-5500).

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

Container Disposal: Refillable container. Refill this container with pesticide only. Do not reuse this container for any other purpose. Cleaning the container before final disposal is the responsibility of the user. To prevent contamination of the environment, the user should clean the container before final disposal. Empty the remaining contents into application equipment or mix tank. Fill the container about 10% full with water. Agitate vigorously or recirculate water with the pump for 2 minutes. Pour or pump rinsate into application equipment or mix tank. Repeat this rinsing procedure two more times. The remaining rinsate can be used for application of the pesticide. Dispose of the rinsate in accordance with the applicable procedures allowed by state and local authorities.

Container Precautions: Before refilling, inspect thoroughly for damage, such as cracks, punctures, bulges, dents, abrasions and leaks. Do not use or handle damaged containers. Containers that cannot be completely repaired by cleaning and other means should be removed from service immediately. Do not use other than RAZORROOTER II will result in contamination and may weaken container.

After filling and before transporting, check for leaks. Containers must be transported damaged or leaking container. **CONTAINER IS NOT SUITABLE FOR FOOD, FEED OR DRINKING WATER.**

WARRANTY STATEMENT

SSI and Seller warrant that this product conforms to its chemical description and is reasonably fit for the purpose stated on the label when used in accordance with the directions and instructions specified on the label. This warranty does not extend to any damage or injury caused by the use of this product contrary to label instructions or to any abnormal conditions, or under conditions not reasonably expected by the Seller, and Buyer assumes the risk of any such use. RAZORROOTER II is a trademark of SSI.

RAZORROOTER® II

FOAM USE TO CONTROL TREE ROOT INTRUSIONS IN SANITARY SEWERS, STORM DRAINS, AND OTHER DRAINAGE SYSTEMS

ACTIVE INGREDIENTS: 37.3% (1-(4) pyrimidinol, s-triazole)
100.0%
37.3 lbs. salt per gal.

CHILDREN
Keep out of reach of children. Do not allow children to play in or near treated areas. Do not allow children to drink from or eat food from treated areas.



SPECIMEN

Made in U.S.A.
Manufactured by SSI
Hawthorne, NY 13074

PRODUCT INFORMATION

RAZORROOTER II is uniquely suited to sewer applications. RAZORROOTER II is a soluble, fast acting foam that penetrates and kills roots in sewer, storm drains, and other drainage systems. RAZORROOTER II is a non-toxic, non-flammable foam that kills tree roots and will not harm above-ground vegetation, when applied according to label instructions. RAZORROOTER II is not volatile, and will not produce toxic gases.

DIRECTIONS FOR USE

It is a violation of Federal law to use this product in a manner inconsistent with its labeling.
Do not use in potable water systems. Do not use in storm, field or other drains unless effluent is treated in a sanitary sewer system.

Do not apply this product in a way that will contact workers or other persons, either directly or through drift. Only protected handlers may be in the area during application. Refer to the personal protective equipment information on the label for more information. Read and understand the entire label before use of equipment.
RAZORROOTER II may be applied directly to sewers either as a high-pressure spray or as a foam. RAZORROOTER II may be applied in conjunction with herbicides, surfactants and foaming agents available through SSI.

RAZORROOTER II is not compatible with anionic surfactants.
Consider pipe size, sewer flow, lateral conditions, line obstructions, and severity of root intrusion in selecting proper application technique.

MIXING INSTRUCTIONS

Before mixing, determine the scope of work, including pipe size and overall line footage, while assessing field conditions. Using the tables below as a guideline, determine the amount of solution required for the job.

TOTAL GALLONS PREPARED SOLUTION	SMALL DIAMETER PIPES					
	TREATMENT AREA (LINEAL FEET) PER PIPE DIAMETER					
10	4"	6"	8"	10"	12"	12"
100	300'	140'	90'	50'	35'	35'
1000	3000'	1400'	800'	500'	350'	350'
300	300'	280'	160'	100'	70'	70'
300	900'	420'	240'	150'	105'	105'

TOTAL GALLONS PREPARED SOLUTION	LARGE DIAMETER PIPES					
	TREATMENT AREA (LINEAL FEET) PER PIPE DIAMETER					
10	15"	18"	21"	24"	30"	42"
100	35'	27'	23'	20'	17'	12'
1000	350'	270'	230'	200'	170'	110'
300	100'	50'	45'	40'	30'	20'
300	100'	150'	150'	150'	150'	150'
300	100'	150'	150'	150'	150'	150'
300	100'	150'	150'	150'	150'	150'

Prepare solution by mixing at a rate of 2 quarts of RAZORROOTER II per 100 gallons of water. Only clean, fresh water to prepare the solution. Prepare enough solution to cover the entire area to be treated. Use solution promptly after mixing. If foaming method will be used, add the amount of foaming agent required to produce 20 gallons of foam per gallon of solution, as prepared above. Only use foaming method for use with RAZORROOTER II on the label. RAZORROOTER II is not compatible with anionic surfactants.

SPRAY APPLICATION

Prepared RAZORROOTER II solution may be sprayed into sewers at various pressures and flow rates, depending upon the capabilities of the application equipment. Do not exceed the equipment manufacturer's recommendations for pressures and flow rates.

Begin at downstream sections of the area to be treated. Insert the spray discharge hose through the length of the pipe to be treated. Insert the hose as the hose is retrieved. Release the discharge hose at a rate of approximately 10 feet per minute. Spray the solution until the pipe is full (level and solution flow rate is constant). Discharge hose retrieval rate, in order to evenly apply all prepared solution.

Treat large pipes (15" or larger in diameter) with a hose filled with adds or ozaldis in the pipe and enhance performance. Contact SSI to obtain adds, if needed.

FOAM APPLICATION

Mixing prepared RAZORROOTER II solution with foam during application extends contact time of roots with product, and helps product to remain roots in lateral connections. Foam application must be used with RAZORROOTER II must be approved by SSI and used only with equipment that dispense the equipment. Training in RAZORROOTER II application by foam is available from SSI.

Begin at downstream sections of the area to be treated. Insert the spray discharge hose through the length of the pipe to be treated. Insert the hose as the hose is retrieved. Release the discharge hose at a rate of approximately 10 feet per minute. Spray the solution until the pipe is full (level and solution flow rate is constant). Discharge hose retrieval rate, in order to evenly apply all prepared solution.

Building laterals: Building laterals may be treated using the foaming method by inserting the discharge hose into the lateral pipe and being treated. Determine the lateral pipe size and length and prepare equipment for the time it takes to produce the required amount of foam. Use solution to prevent plug blow out.



Sewer Sciences, Inc.

RAZORROOTER® II

SAFETY DATA SHEET

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SECTION 1: PRODUCT IDENTIFICATION

Product Identity: RAZORROOTER® II

Use: Herbicide

Manufacturer: Sewer Sciences, Inc.
1020 Hiawatha Blvd., West
Syracuse, NY 13204

Manufacturer Phone: 315-472-4781

Current Revision: 06/01/2015

Emergency Telephone Number: Transportation (24 Hours) CHEMTREC: 800-424-9300
Outside the United States call 202-483-7616 (collect calls accepted.)

FOR 24-HOUR EMERGENCY MEDICAL ASSISTANCE CALL PROSAR 1-800-391-2584

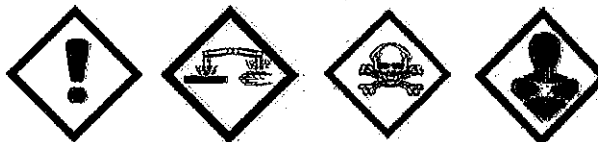
SECTION 2: HAZARDS IDENTIFICATION

Classifications: Corrosive to Metals: Category 1
Oral: Category 4
Inhalation: Category 3
Specific target Organ Toxicity: Repeated Category 2
Eye Damage/Irritation: Category 2B

Signal Word (OSHA) Danger

Hazard Statements: May be corrosive to metals
Harmful if swallowed
Causes eye irritation
Toxic if inhaled
May cause damage to organs through prolonged or repeated exposure

Hazard Symbols:



Precautionary Statements:

Keep only in original container.
Do not breath mist, vapors, spray.
Wash hands and face thoroughly after handling.
Do not eat drink or smoke when using this product.
Use only outdoors or in a well-ventilated area.
If swallowed: Call a poison center, doctor or Prosar if you feel unwell. Rinse mouth.
If inhaled: Remove person to fresh air and keep comfortable for breathing.
If in eyes: Rinse cautiously with water for several minutes. Remove contact lenses if Present and easy to do. Continue rinsing.
Call a poison center, doctor or Prosar.
Get medical advice if you feel unwell.
See Section 4 First Aid Measures.



Sewer Sciences, Inc.

RAZORROOTER® II

SAFETY DATA SHEET

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SECTION 5: FIRE FIGHTING MEASURES

Suitable (and unsuitable) extinguishing media:

Use dry chemical, foam or CO2 extinguishing media. If water is used to fight fire, dike and collect runoff.

Specific Hazards:

This product may form flammable and explosive hydrogen gas when in contact with aluminum.

During a fire, irritating and possibly toxic gases may be generated by thermal decomposition or combustion.

Special protective equipment and precautions for firefighters:

Wear full protective clothing and self-contained breathing apparatus. Evacuate nonessential personnel from the area to prevent human exposure to fire, smoke, fumes or products of combustion.

SECTION 6: ACCIDENTAL RELEASE MEASURES

Personal precautions, protective equipment, and emergency procedures:

Follow exposure controls/personal protection outlined in Section 8.

Methods and materials for containment and cleaning up:

Control the spill at its source. Contain the spill to prevent from spreading or contaminating soil or from entering sewage and drainage systems, or any body of water. Clean up spills immediately, observing precautions outlined in Section 8. Cover entire spill with absorbing material and place into compatible disposal container. Scrub area with hard water detergent (e.g. commercial products such as Tide, Joy, Spic and Span). Pick up wash liquid with additional absorbent and place into compatible disposal container. Once all material is cleaned up and placed in a disposal container, seal container, and arrange for disposition.

SECTION 7: HANDLING AND STORAGE

Precautions for safe handling:

This product reacts with aluminum to produce flammable hydrogen gas. Do not mix or store in containers or systems made of aluminum or having aluminum fittings.

Store the material in a well-ventilated, secure area out of reach of children and domestic animals. Do not store food, beverages or tobacco products in the storage area. Prevent eating, drinking, tobacco use, and cosmetic application in areas where there is a potential for exposure to the material. Wash thoroughly with soap and water after handling.

Conditions for safe storage, including any incompatibilities: Store locked up

SECTION 8: EXPOSURE CONTROLS/PERSONAL PROTECTION

THE FOLLOWING RECOMMENDATIONS FOR EXPOSURE CONTROLS/PERSONAL PROTECTION ARE INTENDED FOR THE MANUFACTURE, FORMULATION AND PACKAGING OF THIS PRODUCT.

FOR COMMERCIAL APPLICATIONS CONSULT THE PRODUCT LABEL.

Occupational Exposure Limits:

Chemical Name	OSHA PEL	ACGIH TLV	Other	Source
Other Ingredients	Not Applicable	Not Applicable	Not Applicable	Not Applicable
Diquat Dibromide	Not Established	0.5 mg/m ³ TWA	0.5 mg/m ³ TWA (0.5 Total; 0.08 respirable)	Manufacturer



Sewer Sciences, Inc.

RAZORROOTER® II

SAFETY DATA SHEET

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SECTION 10: STABILITY AND REACTIVITY

Reactivity: Not reactive.

Chemical stability: Stable under normal use and storage conditions.

Possibility of hazardous reactions: Will not occur.

Conditions to Avoid: Concentrate should not be stored in aluminum containers. Spray solutions should not be mixed, stored or applied in containers other than plastic, plastic-lined steel, stainless steel or fiberglass.

Incompatible materials: None known.

Hazardous Decomposition Products: Flammable hydrogen gas may be formed on contact with aluminum. See "Conditions to Avoid", Section 10.

SECTION 11: TOXICOLOGICAL INFORMATION

Health effects information

Likely routes of exposure: Dermal, Inhalation

Symptoms of exposure: Eye irritation

Delayed, immediate and chronic effects of exposure: Eye irritation

Numerical measures of toxicity (acute toxicity/irritation studies [finished product])

Ingestion: Oral (LD50 Female Rat): 886 mg/kg body weight

Dermal: Dermal (LD50 Rabbit): > 5050 mg/kg body weight

Inhalation: Inhalation (LC50 Rat): 0.62 mg/l air – 4 hours

Eye Contact: Mildly Irritating (Rabbit)

Skin Contact: Slightly Irritating (Rabbit)

Skin Sensitization: Not a Sensitizer (Guinea Pig)

Reproductive/Developmental Effects

Diquat Dibromide: Mutagenicity: No evidence in in vivo assays

Development Toxicity: In rabbit studies a small percentage of fetuses had minor defects at 3 and 10 mg ion/kg/d.

Chronic/Subchronic Toxicity Studies

Diquat Dibromide: Kidney weight decreases and cataracts seen in dogs at 12.5 mg ion/kg/d
No evidence for neurotoxic effects in rats dosed up to 400 ppm ion in diet for 13 weeks

Carcinogenicity

Diquat Dibromide: No evidence of carcinogenicity in rat and mouse studies.

Chemical Name NTP/IARC/OSHA Carcinogen

Other Ingredients No

[6,7-dihydrodipyrido(1,2-a:2',1'-c)pyrazinediium dibromide] No



Sewer Sciences, Inc.

RAZORROOTER® II

SAFETY DATA SHEET

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Pesticide Registration:

This chemical is a pesticide product registered by the Environmental Protection Agency and is subject to certain labeling requirements under federal pesticide law. These requirements differ from the classification criteria and hazard information required for safety data sheet, and for workplace labels of non-pesticide chemicals. Following is the hazard information as required on the pesticide label:

Caution: Harmful if inhaled. Harmful if swallowed. Causes moderate eye irritation. Avoid breathing spray mist. Remove and wash contaminated clothing before reuse. Wash thoroughly with soap and water after handling and before eating, drinking, chewing gum, or using tobacco. Avoid contact with eyes or clothing. Wear protective eyewear. Wear long sleeve shirt and long pants, socks, shoes and gloves.

EPA Registration Number: 64898-8

EPCRA SARA Title III Classification:

Section 311/312 Hazard Classes: Acute Health Hazard

Section 313 Toxic Chemicals: None

California Proposition 65 None

CERCLA/SARA 304 Reportable Quantity (RQ)

Report product spills \geq 268 gal. (based on diquat [RQ = 1,000 lbs.] content in the formulation)

RCRA Hazardous Waste Classification (40 CFR 261)

Not Applicable

TSCA Status

Exempt from TSCA, subject to FIFRA

SECTION 16: OTHER INFORMATION

NFPA Hazard Ratings

Health: 2
Flammability: 1
Instability: 0

HMIS Hazard Ratings

Health: 2
Flammability: 1
Reactivity: 0

0 Minimal
1 Slight
2 Moderate
3 Serious
4 Extreme
* Chronic

Original Issued Date: 4/11/2002

Revision Date: 6/1/2015

Replaces: 11/10/2014

Sections Revised: 1-16

Sewer Sciences, Inc. believes that the information and recommendations contained herein (including data and statements) are accurate as of the date thereof. NO WARRANTY OF FITNESS FOR ANY PARTICULAR PURPOSE, WARRANTY OF MERCHANTABILITY, OR ANY OTHER WARRANTY, EXPRESS OR IMPLIED, IS MADE CONCERNING THE INFORMATION PROVIDED HEREIN. The information provided herein relates to the specific product designated and may not be valid where such product is used in combination with any other materials or in any process. Further, since the conditions and methods of use of the product and of the information referred to herein are beyond the control of Sewer Sciences, Inc., Sewer Sciences, Inc. expressly disclaims any and all liability as to any results obtained or arising from any use of the product or reliance on such information.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/25/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Krauter & Company, LLC 1350 Avenue of the Americas 18th Floor New York NY 10019	CONTACT NAME: _____ PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: tcastillo@krautergroup.com	
	INSURER(S) AFFORDING COVERAGE	
INSURED Duke's Root Control, Inc. 1020 Hiawatha Blvd. West Syracuse, NY 13204	INSURER A: Everest Indemnity Insurance Company NAIC # 10851	
	INSURER B: Starr Indemnity & Liability Company 38318	
	INSURER C: _____	
	INSURER D: _____	
	INSURER E: _____	
	INSURER F: _____	

COVERAGES

CERTIFICATE NUMBER: 2054250144

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____		EF1ML00146-191	6/30/2019	6/30/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Pollution Legal \$ 1,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		1000635722191	6/30/2019	6/30/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED _____ RETENTION \$ _____		EX: EF1CU00101-191	6/30/2019	6/30/2020	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
B	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	100000376100	6/30/2019	6/30/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Pollution Legal		EF1ML00146-191	6/30/2019	6/30/2020	Products Pollution 1,000,000 Contractors Pollution 1,000,000 Site Pollution 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Certificate Holder is listed as Additional Insured on the General Liability, Pollution Liability, Automobile Liability and Excess Liability policies, as required by written contract, subject to policy terms, conditions and exclusions.
 Waiver of Subrogation is granted, as required by written contract, subject to policy terms, conditions and exclusions.
 Policies are primary and non-contributory.

CERTIFICATE HOLDER**CANCELLATION**

City of Aurora
 44 E Downer Place
 Aurora IL 60507

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

POLICY NUMBER: 1000635722191

COMMERCIAL AUTO
CA 04 44 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

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

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

Named Insured: Douglas Products and Packaging Company, LLC

Endorsement Effective Date: 6/30/2019

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

As Required by Written Contract

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Blanket where required by written contract.	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

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

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Blanket where required by written contract.	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
CONTRACTORS POLLUTION LIABILITY COVERAGE PART
MOTOR VEHICLE POLLUTION LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization: Blanket where required by written contract.

Any person or organization that is:

1. An owner of real or personal property on which you are performing operations, but only at the specific written request by that person or organization to you, and only if that request is made prior to the date your operations for that person or organization commenced; or
2. A contractor on whose behalf you are performing operations, but only at the specific written request by that person or organization to you, and only if that request is made prior to the date your operations for that person or organization commenced.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (Section IV - CONDITIONS) is amended by the addition of the following:

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

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

Schedule

As Required by Written Contract

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement
Insured 6/25/2019

Effective Policy No. 100000376100

Insurance Company
Star Indemnity & Liability Company

Countersigned by _____

WC 00 03 13
(Ed. 4-84)



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
WASHINGTON, D.C. 20460

OFFICE OF CHEMICAL SAFETY
AND POLLUTION PREVENTION

Karen Warkentien
Sewer Sciences, Inc.
1020 Hiawatha Boulevard
West Syracuse, NY 13204

JUL -8 2014

Subject: Label Amendment – Signal Word Update
Product Name: Razorooter II
EPA Registration Number: 64898-8
Application Dated: July 22, 2013
Decision Number: 481139

Dear Ms. Warkentien:

The labeling referred to above, submitted in connection with registration under the Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA), as amended, is acceptable.

A stamped copy of your labeling is enclosed for your records. This labeling supersedes all previously accepted labeling. You must submit one (1) copy of the final printed labeling before you release the product for shipment with the new labeling. In accordance with 40 CFR 152.130(c), you may distribute or sell this product under the previously approved labeling for 18 months from the date of this letter. After 18 months, you may only distribute or sell this product if it bears this new revised labeling or subsequently approved labeling. "To distribute or sell" is defined under FIFRA section 2(gg) and its implementing regulation at 40 CFR 152.3.

Your release for shipment of the product constitutes acceptance of these conditions. If these conditions are not complied with, the registration will be subject to cancellation in accordance with FIFRA section 6(e). If you have any questions, please contact Sarah Meadows by phone at 703-347-0505, or via email at meadows.sarah@epa.gov.

Sincerely,

A handwritten signature in black ink, appearing to read "K. Montague", written over a circular stamp or mark.

Kathryn V. Montague, Product Manager 23
Herbicide Branch
Registration Division
Office of Pesticide Programs

RAZOROOTER II™

For use to control tree root intrusions in sanitary sewers, storm drains, and other drainage systems.

ACTIVE INGREDIENT:	By Weight
Diquat dibromide [6,7-dihydrodipyrido (1,2-a:2',1'-c) pyrazinedilium dibromide].....	37.3%
OTHER INGREDIENTS:	<u>62.7%</u>
TOTAL:	100.0%

This product contains 2-lbs. diquat cation per gal. as 3.73 lbs. salt per gal.

KEEP OUT OF REACH OF CHILDREN

CAUTION

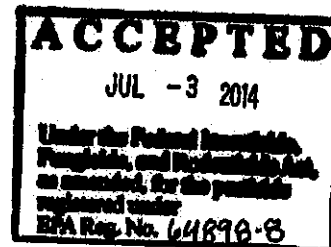
First Aid	
Have the product container or label with you when calling a poison control center or doctor, or going for treatment.	
If in eyes:	<ul style="list-style-type: none"> • Hold eye open and rinse slowly and gently with water for 15-20 minutes. • Remove contact lenses, if present, after the first 5 minutes, then continue rinsing eye. • Call a poison control center or doctor for treatment advice.
If swallowed:	<ul style="list-style-type: none"> • Call a poison control center or doctor immediately for treatment advice. • Have a person sip a glass of water if able to swallow. • Do not induce vomiting unless told to do so by the poison control center or doctor. • Do not give anything by mouth to an unconscious person.
If on skin or clothing:	<ul style="list-style-type: none"> • Take off contaminated clothing. • Rinse skin immediately with plenty of water for 15-20 minutes. • Call a poison control center or doctor for treatment advice.
If inhaled:	<ul style="list-style-type: none"> • Move person to fresh air. • If person is not breathing call 911 or an ambulance, then give artificial respiration, preferably by mouth-to-mouth, if possible. • Call a poison control center or doctor for treatment advice.
Hot Line Number	
For 24-hour Emergency medical assistance call Prosar: 1-800-291-7661.	
Note to Physicians: Call Prosar 1-800-291-7661 at any hour to obtain toxicology information and a diquat analysis. To be effective, treatment for diquat poisoning must be performed IMMEDIATELY. Treatment consists of binding diquat in the gut with suspensions of activated charcoal or bentonite clay, administration of cathartics to enhance elimination and removal of diquat from the blood by charcoal hemoperfusion or continuous hemodialysis.	

See [Side/Back/Other] Panel for Additional Precautionary Statements

EPA Reg. No. 64898-8
EPA Est. No. _____

Net Contents: _____

Made In U.S.A.
Sewer Sciences, Inc. (SSI)
1020 Hiawatha Blvd. West
Syracuse, NY 13204



PRECAUTIONARY STATEMENTS
Hazards to Humans

CAUTION: Harmful inhaled. Harmful if swallowed. Causes moderate eye irritation. Avoid breathing spray mist. Remove and wash contaminated clothing before reuse. Wash thoroughly with soap and water after handling and before eating, drinking, chew gum or using tobacco. Avoid contact with eyes or clothing. Wear protective eyewear. Wear long sleeve shirt and long pants, socks shoes and gloves.

Personal Protective Equipment (PPE)

Applicators and other handlers must wear:

- Coveralls over short-sleeved shirt and short pants.
- Chemical-resistant gloves.
- Chemical-resistant footwear plus socks.
- Protective eyewear.
- Chemical-resistant apron when cleaning equipment, mixing, or loading.
- A dust/mist filtering respirator MSHA/NIOSH approval number prefix TC-21C).

Follow manufacturer's instructions for cleaning/maintaining PPE. If no such instructions for washables, use detergent and hot water. Keep and wash PPE separately from other laundry.

EXCEPTION: If a closed system is used during mixing, dilution, product transportation, and cleaning, and applications will be made to closed, subsurface sewers and drains, and the product will be diluted in the closed system with water at a ratio of at least 1 part product to 50 parts water prior to use, then applicators, mixers, loaders, and other handlers may wear:

- Short sleeved shirt and long pants
- Shoes plus socks
- Waterproof gloves

Emergency Information

For spill, leak, fire, exposure, or accident, call CHEMTREC at 1-800-424-9300.

Environmental Hazards

This pesticide is toxic to aquatic invertebrates. Keep out of lakes, ponds, and streams. Do not apply directly to water bodies, to areas where surface water is present or to intertidal areas below the mean high water mark. Do not contaminate water when disposing of equipment washwaters. If these wastes cannot be disposed of by use according to label instructions, contact your State Pesticide or Environmental Control Agency, or the Hazardous Waste representative at the nearest EPA Regional Office for guidance. Keep off lawns and plants, as they may be severely injured. Foam should be shoveled off planted areas immediately rather than washing off with water.

Notify appropriate wastewater agency prior to use of this product so that it may monitor the operations of the wastewater treatment plant. **User Safety Recommendations**

Users should:

- Wash hands before eating, drinking, chewing gum, using tobacco or using the toilet.
- Remove clothing immediately if pesticide gets inside. Then wash thoroughly and put on clean clothing.
- Remove PPE immediately after handling this product. Wash the outside of gloves before removing. As soon as possible, wash thoroughly and change into clean clothing
- Do not enter manholes or other confined space areas adjacent to treated areas until all foam or spray has dried and always use full Federal and State OSHA mandated procedures for confined space entry.

PRODUCT INFORMATION

RAZORROOTER II™ is uniquely suited to sewer applications. RAZORROOTER II™ is a soluble liquid designed to control tree roots in sewer, on contact. RAZORROOTER II™ is a non-selective herbicide, which works on

all varieties of tree roots and will not harm above-ground vegetation, when applied according to label instructions. RAZOROOTER II™ is not volatile, and will not produce toxic gases.

DIRECTIONS FOR USE

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

Do not use in potable water systems. Do not use in storm, field or other drains unless effluent is treated in a sanitary sewer system.

Do not apply this product in a way that will contact workers or other persons, either directly or through drift. Only protected handlers may be in the area during application. Refer to the personal protective equipment information under Precautionary Statements and use all required protective clothing and equipment.

RAZOROOTER II™ may be applied directly to sewers either as a high-pressure spray or as a foam. RAZOROOTER II™ may be applied in conjunction with herbicides, surfactants and foaming agents available through FPI. RAZOROOTER II™ is not compatible with anionic surfactants.

Consider pipe size, sewer flow, lateral conditions, line obstructions, and severity of root intrusion in selecting proper application technique.

Mixing Instructions

Before mixing, determine the scope of work, including pipe size and overall lineal footage, while assessing field conditions. Using the charts below as guidance, determine the amount of solution required for the job.

Small Diameter Pipes

Total Gallons Prepared Solution	Treatment Area (Lineal Feet) per Pipe Diameter				
	4"	6"	8"	10"	12"
10	300'	140'	80'	50'	35'
100	3000'	1400'	800'	500'	350'
200	6000'	2800'	1600'	1000'	700'
300	9000'	4200'	2400'	1500'	1050'

Large Diameter Pipes

Total Gallons Prepared Solution	Treatment Area (Lineal Feet) per Pipe Diameter								
	15"	18"	21"	24"	27"	30"	36"	42"	48"
10	35'	27'	23'	20'	17'	15'	12'	11'	10'
100	350'	270'	230'	200'	170'	150'	120'	110'	100'
200	700'	540'	460'	400'	340'	300'	240'	220'	200'
300	1000'	810'	690'	600'	510'	450'	360'	330'	300'

Prepare solution by mixing at a rate of 2 quarts of RAZOROOTER II™ per 100 gallons of water. Use only clean, fresh water to prepare the solution. Prepare enough solution to complete the job, or to fill the solution tank, whichever is less. Use solution promptly after mixing.

If foaming method will be used, add the amount of foaming agent required to produce 20 gallons of foam per gallon of solution, as prepared above. Only use foam-making equipment approved by FPI, and additives approved by FPI which specifically state "for use with RAZOROOTER II™" on the label. RAZOROOTER II™ is not compatible with anionic surfactants.

Spray Application

Prepared RAZOROOTER II™ solution may be sprayed into sewers at various pressures and flow rates, depending upon the capabilities of the application equipment. Do not exceed the equipment manufacturer's recommendations for pressures and flow rates.

Begin at downstream sections of the area to be treated. Insert the spray discharge hose through the length of the pipeline intended for treatment. Spray the prepared RAZOROOTER II™ solution under pressure as the hose is retrieved. Retrieve the discharge hose at a rate sufficient to contact and saturate all root masses in the pipeline with RAZOROOTER solution, applying to the point of runoff. Monitor tank level and solution flow rate to calibrate discharge hose retrieval rate, in order to evenly apply all prepared solution.

Treat large pipes (15" or larger in diameter) with a hose fitted with skids designed to elevate the discharge nozzle. This will center the discharge nozzle in the pipe and enhance performance. Contact FPI to obtain skids, if needed.

Treat manholes by retrieving hose vertically while spraying walls to the point of runoff. Do not re-enter manholes until sprays have dried.

Foam Application

Mixing prepared RAZOROOTER II™ solution with foam during application extends contact time of roots with product, and helps product to reach roots in lateral connections. Foam application equipment used with RAZOROOTER II™ must be approved by FPI and used only by applicators trained to operate the equipment. Training in RAZOROOTER II™ application by foam is available from FPI.

Begin at downstream sections of the area to be treated. Insert the spray discharge hose through the length of the pipeline intended for treatment. Spray the prepared RAZOROOTER II™ solution and foam under pressure as the hose is retrieved.

Treat manholes by applying a 3" layer of foam to walls while retrieving hose vertically. Do not re-enter manholes until foam has dried.

Building Laterals: Building laterals may be treated using the foaming method by injecting the foam via flow-through inflatable cleanout plugs. Cap or plug all drain lines, cleanouts, and fixtures that tie into the line being treated. Determine the lateral pipe size and length and operate equipment for the time it takes to produce the required amount of foam. Use caution to prevent plug blow out.

STORAGE & DISPOSAL

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

Pesticide Storage: Keep pesticide in original container. Do not put concentrate or dilute into food or drink containers. Do not contaminate feed, foodstuffs or drinking water. Do not store or transport near feed or food. Store at temperature above 32°F. For help with any spill, leak, fire or exposure involving this material, call CHEMTREC (1-800-424-9300).

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

Container Disposal [less than 5 gallons]: Nonrefillable container. Do not reuse or refill this container. Offer for recycling if available. Triple rinse container (or equivalent) promptly after emptying. Triple rinse as follows: Empty the remaining contents into application equipment or a mix tank and drain for 10 seconds after the flow begins to drip. Fill the container ¼ full with water and recap. Shake for 10 seconds. Pour rinsate into application equipment or a mix tank or store rinsate for later use and disposal. Drain for 10 seconds after the flow begins to drip. Repeat this procedure two more times. Then offer for recycling if available or puncture and dispose of in a sanitary landfill, or by incineration, or, if allowed by state and local authorities, by burning. If burned, stay out of smoke.

Container Handling [Bulk/Mini-Bulk]: Refillable container. Refill this container with pesticide only. Do not reuse this container for any other purpose. Cleaning the container before final disposal is the responsibility of the person disposing of the container. Cleaning before refilling is the responsibility of the person refilling. To clean container before final disposal, empty the remaining contents from this container into application equipment or mix tank. Fill the container about 10 percent full with water. Agitate vigorously or recirculate water with the pump for 2 minutes. Pour or pump rinsate into application equipment or rinsate collection system. Repeat this rinsing procedure two more times. Then offer for recycling if available or puncture and dispose of container in a sanitary landfill, or by incineration, or by other procedures allowed by state and local authorities.

Container Precautions: Before refilling, inspect thoroughly for damage, such as cracks, punctures, bulges, dents, abrasions and damaged or worn threads on closure devices.

Refill Only With RAZOROOTER II™. The contents of this container cannot be completely removed by cleaning. Refilling with materials other than RAZOROOTER II™ will result in contamination and may weaken container.

After filling and before transporting, check for leaks.

Do not refill or transport damaged or leaking container.

CONTAINER IS NOT SAFE FOR FOOD, FEED OR DRINKING WATER.

WARRANTY STATEMENT

SSI and Seller warrant that this product conforms to its chemical description and is reasonable fit for the purpose stated on the label when used in accordance with the directions and instructions specified on the label under normal conditions of use, but neither this warranty nor any other warranty of merchantability or fitness for a particular purpose, express or implied, extends to the use of this product contrary to label instructions, or under abnormal conditions, or under conditions not reasonably foreseeable to SSI or Seller, and buyer assumes the risk of any such use.

RAZORCOTER II™ is a trademark of SSI.

HF&C

HAYLOR, FREYER & COON^{INC.}

Insuring All You Value



Bonding Specialists



Illinois Department of Transportation

Local Agency Proposal Bid Bond

RETURN WITH BID

Route Various
County Kane
Local Agency City of Aurora
Section 19-61

WE Duke's Root Control, Inc. PAPER BID BOND as PRINCIPAL
and The Hanover Insurance Company as SURETY.

are held jointly, severally and firmly bound unto the above Local Agency (hereafter referred to as "LA") in the penal sum of 5% of the total bid price, or for the amount specified in the proposal documents in effect on the date of invitation for bids whichever is the lesser sum. We bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly pay to the LA this sum under the conditions of this instrument.

WHEREAS THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the said PRINCIPAL is submitting a written proposal to the LA acting through its awarding authority for the construction of the work designated as the above section.

THEREFORE if the proposal is accepted and a contract awarded to the PRINCIPAL by the LA for the above designated section and the PRINCIPAL shall within fifteen (15) days after award enter into a formal contract, furnish surety guaranteeing the faithful performance of the work, and furnish evidence of the required insurance coverage, all as provided in the "Standard Specifications for Road and Bridge Construction" and applicable Supplemental Specifications, then this obligation shall become void; otherwise it shall remain in full force and effect.

IN THE EVENT the LA determines the PRINCIPAL has failed to enter into a formal contract in compliance with any requirements set forth in the preceding paragraph, then the LA acting through its awarding authority shall immediately be entitled to recover the full penal sum set out above, together with all court costs, all attorney fees, and any other expense of recovery.

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this 19th day of September, 2019

Principal

Duke's Root Control, Inc. (Company Name)
By: Braden L. Boyko, Vice President (Signature and Title)
(If PRINCIPLE is a joint venture of two or more contractors, the company names, and authorized signatures of each contractor must be affixed.)

Surety

The Hanover Insurance Company (Name of Surety)
By: John A. Sroka (Signature of Attorney-in-Fact)

STATE OF NEW YORK
COUNTY OF ONONDAGA
I, Gillian F. Wright, a Notary Public in and for said county, do hereby certify that Braden L. Boyko and John A. Sroka

(Insert names of individuals signing on behalf of PRINCIPAL & SURETY)

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of PRINCIPAL and SURETY, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instruments as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this 19th day of September, 2019

My commission expires September 11, 2021

(Signature of Notary Public)

GILLIAN F. WRIGHT
Notary Public, State of New York
Qualified in Onon. Co. No. 01WR5049234
Commission Expires Sept. 11, 2021

ELECTRONIC BID BOND

Electronic bid bond is allowed (box must be checked by LA if electronic bid bond is allowed)
The Principal may submit an electronic bid bond, in lieu of completing the above section of the Proposal Bid Bond Form. By providing an electronic bid bond ID code and signing below, the Principal is ensuring the identified electronic bid bond has been executed and the Principal and Surety are firmly bound unto the LA under the conditions of the bid bond as shown above. (If PRINCIPAL is a joint venture of two or more contractors, an electronic bid bond ID code, company/Bidder name title and date must be affixed for each contractor in the venture.)

Electronic Bid Bond ID Code

(Company/Bidder Name)

(Signature and Title)

Date

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

POWER OF ATTORNEY

THIS Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

KNOW ALL PERSONS BY THESE PRESENTS:

That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, (hereinafter individually and collectively the "Company") does hereby constitute and appoint,

Robert J. Rayo, Lori L. Van Auken, John A. Sroka, Corinne E. Yousey, Gillian F. Wright, Dawn M Gaido and/or Shelia B Corbett Of Haylor, Freyer & Coon of Syracuse, NY each individually, if there be more than one named, as its true and lawful attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, any and all surety bonds, recognizances, undertakings, or other surety obligations. The execution of such surety bonds, recognizances, undertakings or surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company, in their own proper persons. Provided however, that this power of attorney limits the acts of those named herein; and they have no authority to bind the Company except in the manner stated and to the extent of any limitation stated below:

Any such obligations in the United States, not to exceed Thirty Million and No/100 (\$30,000,000) in any single instance

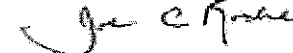
That this power is made and executed pursuant to the authority of the following Resolutions passed by the Board of Directors of said Company, and said Resolutions remain in full force and effect:

RESOLVED: That the President or any Vice President, in conjunction with any Vice President, be and they hereby are authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as it acts, to execute and acknowledge for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons.

RESOLVED: That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or Vice President in conjunction with any Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile. (Adopted October 7, 1981 – The Hanover Insurance Company; Adopted April 14, 1982 – Massachusetts Bay Insurance Company; Adopted September 7, 2001 – Citizens Insurance Company of America)

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this 30th day of August, 2018.

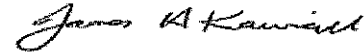
The Hanover Insurance Company
Massachusetts Bay Insurance Company
Citizens Insurance Company of America



John C. Roche, EVP and President



The Hanover Insurance Company
Massachusetts Bay Insurance Company
Citizens Insurance Company of America



James H. Kawiecki, Vice President

THE COMMONWEALTH OF MASSACHUSETTS)
COUNTY OF WORCESTER) ss.

On this 30th day of August, 2018 before me came the above named Vice Presidents of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.


Diane J. Marino, Notary Public
My Commission Expires March 4, 2022

I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 19th day of September, 2019

CERTIFIED COPY


Theodore G. Martinez, Vice President

**The Hanover Insurance Company, Bedford, New Hampshire
Assets and Liabilities as of December 31, 2018**

ASSETS

	2018
Cash in Banks (Including Short-Term Investments).....	\$ 41,790,100
Bonds and Stocks.....	\$5,954,053,321
Other Admitted Assets.....	<u>\$2,096,407,632</u>
Total Admitted Assets.....	<u>\$8,092,251,053</u>

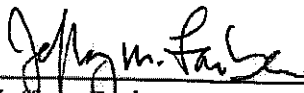
LIABILITIES, CAPITAL AND SURPLUS

Reserve for Unearned Premiums.....	\$1,764,889,916
Reserve for Loss and Loss Expense.....	\$3,502,438,810
Reserve for Taxes.....	\$ 403,277
Funds held under reinsurance treaties.....	\$ 2,713,483
Reserve for all other liabilities.....	\$ 654,743,002
Capital Stock - \$1.00 par.....	\$ 5,000,000
Net Surplus.....	<u>\$2,162,062,565</u>
Policyholders' Surplus.....	<u>\$2,167,062,565</u>
Total Liabilities, Capital and Surplus.....	<u>\$8,092,251,053</u>

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF WORCESTER

I, Jeffrey Farber, Assistant Treasurer of The Hanover Insurance Company, being duly sworn deposes and says that he is the above described officer of said Company, and certifies that the forgoing statement is a true statement of the condition and affairs of the said Company on December 31, 2018.



 Jeffrey Farber
 Assistant Treasurer

**Bid 19-61
2019 Sanitary Sewer Root Control Contract
Bid opening – September 25, 2019**

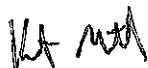
**ADDENDUM NO. 1
Page 1 of 1**

TO: All Bidders
FROM: Engineering Division, City of Aurora
DATE: September 20, 2019

THIS ADDENDUM FORMS A PART OF THE BIDDING AND CONTRACT DOCUMENTS.

1. Sewer televising and cleaning as described in special provision SN.19 will not be required for this project.
2. Bypass pumping as described in special provision SN.20 will not be required for this project.
3. Landscape restoration as described in special provision R.10 will not be required for this project.
4. Sewer removal and replacement as described in special provision SN.19 will not be required for this project unless an act of gross negligence causes a failure of the sewer.
5. Police and resident coordination as described in special provision A.11 will not be required for this project.

Sincerely,




Kurt Muth, P.E.
Construction Coordinator
City of Aurora Engineering Division

PLEASE ACKNOWLEDGE RECEIPT OF THIS ADDENDUM BY FILLING OUT THE FOLLOWING AND SENDING AN ORIGINAL OR FAX COPY OF THIS SHEET TO THE CITY OF AURORA ENGINEERING DIVISION AT 630/256-3229 OR PREFERRABLY BY E-MAIL AT kmuth@aurora-il.org IMMEDIATELY UPON RECEIPT.

COMPANY NAME DUKE'S ROOT CONTROL, INC

SIGNATURE OF COMPANY REPRESENTATIVE

 *Duke's Root Control vice president*