

Meeting Date: 1/7/2014

Report Type: Consent

Report ID: 2014-00022

Title: Contract: Chemicals and Fertilizers for Parks and Open Spaces

Location: Citywide

Issue: The City has an ongoing need for chemicals and fertilizers to maintain and beautify the City's parks and open spaces.

Recommendation: Pass a Motion 1) awarding five-year contracts for chemicals and fertilizers to Target Specialty Products in an amount not to exceed \$430,000 for the five-year term; and 2) authorizing the City Manager or the City Manager's designee to execute the contracts specified above provided that sufficient funds are available in the budget adopted for the applicable fiscal year.

Contact: Marc Robles, Program Analyst, (916) 808-6343; Craig Lymus, Procurement Services Manager, (916) 808-5524, Department of Finance

Presenter: None

Department: Finance

Division: Procurement Services

Dept ID: 06001511

Attachments:

1-Description/Analysis

2-Attachment 1

3-Attachment 2

City Attorney Review

Approved as to Form

Lan Wang

12/10/2013 2:37:08 PM

City Treasurer Review

Reviewed for Impact on Cash and Debt

Russell Fehr

12/9/2013 2:51:05 PM

Approvals/Acknowledgements

Department Director or Designee: Leyne Milstein - 12/10/2013 11:55:59 AM

Description/Analysis

Issue Detail: The City has an ongoing requirement for the purchase of chemicals and fertilizers for multiple City departments. A five-year contract is recommended in an effort to better manage this requirement and obtain the most advantageous pricing.

Policy Considerations: The recommendations in this report are in accordance with the provisions of City Code Chapter 3.56, and Administrative Policy (AP) 4101.

Economic Impacts: None.

Environmental Considerations: California Environmental Quality Act (CEQA): No environmental review is necessary because the recommendations in this report involve the purchase of chemicals and fertilizers and are not considered to be a project in accordance with section 15378 (b)(2) of the CEQA guidelines.

Sustainability: The recommendations in this report are in accordance with the Sustainability Purchasing Policy (AP 4003).

Commission/Committee Action: None.

Rationale for Recommendation: On October 21, 2013, Procurement Services, in accordance with City Code Chapter 3.56, issued Invitation for Bid (IFB) No. B14060151002 to address the City’s ongoing requirement for chemicals and fertilizers. Six bids were received. In an effort to better manage this requirement and obtain the most advantageous pricing, staff recommends awarding of a five-year to Target Specialty Products. The bid results are provided in Attachment 1.

Financial Considerations: Funding for these purchases will be provided by the operating budgets or capital improvement project budgets of the departments that use the products. Sufficient funding for purchases made through June 30, 2014, is available in the FY 2013/14 budget. Purchases made after June 30, 2014, are subject to funding availability in the budget adopted for the applicable fiscal year. Annual estimated expenditures are based on historical costs and anticipated supplier price increases during the five-year term. Estimated annual expenditures are listed in the table below:

Vendor	Estimated Expenditure Amounts (thousands)					
	2014	2015	2016	2017	2018	Total
Target Specialty Products	\$60	\$70	\$85	\$100	\$115	\$430

Local Business Enterprise (LBE) Development: Not applicable.

Attachment 1

Vendor	Crop Production Services	Target Specialty Products	Wilbur-Ellis.
Chemicals and Fertilizers	\$87,653.05	\$53,288.42	\$88,438.50
Sales Tax @ 8.5%	\$7,450.51	\$4,529.52	\$7,517.27
1% City Limit Preference	None	<\$532.88>	<\$884.39>
Prompt Payment Discount	None	None	None
Total Bid Evaluation	\$95,103.56	\$57,285.05	\$95,071.39

Bids submitted by Ewing Irrigation, Helena Chemical and John Deere Landscapes were deemed non-responsive.

The lowest responsible bid amount of \$57,285.05 represents the total for the quantities selected for evaluation purposes only, which was calculated on historic annual expenditures. Authorization is requested to enter into contracts in a total amount not to exceed \$430,000, which anticipates a cost and/or volume increase and more closely reflects the actual amount anticipated to be expended overall for the potential five-year period.



Requires Council Approval: No YES Meeting: 1/7/14

Real Estate Other Party Signature Needed Recording Requested

General Information

Form with fields: Type: Commodity, PO Type, Attachment: Original Doc Number, \$ Not to Exceed: \$430,000.00, Other Party: Target Specialty Products, Project Name: Chemicals and Fertilizers for Parks and Open Spaces, Deed: [X] None, Project Number, Bid Transaction #: B14060151002, E/SBE-DBE-M/WBE: No

Department Information

Department: Finance Division: Purchasing
Project Mgr: Marc Robles Supervisor: Craig Lymus
Contract Services: Date: 11/21/13 Division Mgr: Craig Lymus
Phone Number: 808-6343 Org Number: 06001511 Comment:

Review and Signature Routing

Table with columns: Department, Signature or Initial, Date. Rows for Project Mgr, Accounting, Supervisor, Division Manager.

Table with columns: City Attorney, Signature or Initial, Date. Row for City Attorney (Lan Wang).

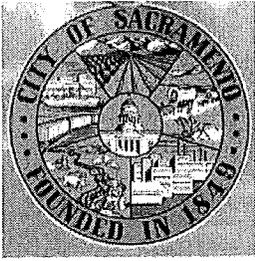
Send Interoffice Mail Notify for Pick Up

Table with columns: Authorization, Signature or Initial, Date. Row for Choose Director: Leyne Milstein.

Contract Cover/Routing Form: Must Accompany ALL Contracts; h contract. (DPR 06-18-09)

For City Clerk Processing. Finalized: Initial, Date. Imaged: Initial, Date. Received: (City Clerk Stamp Here)

[Back to Report Table of Contents](#)



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Name	Address	Details	
Requirements and Enforcement	Internal Contacts, Organizational Units and Projects	Contracts	Property Items
Editing: Target Specialty Products, Inc (aka Western Exterminator Co) (Z327895)			
Insured Name and ID ID Number <input type="text" value="Z327895"/> (ISN: 327895) Insd Name <input type="text" value="Target Specialty Products, Inc (aka Western Exterminator Co)"/>		Current Status CertScore: 100  Compliant Next Expiry: 4/30/2014	
Go Back			
REQUIRED ITEMS			
<input checked="" type="checkbox"/> An ID Number must be entered.	<input checked="" type="checkbox"/> Enter a name for the Insured.		
<input checked="" type="checkbox"/> An address must be entered for the Insured	<input checked="" type="checkbox"/> Requirements must be selected		
<input checked="" type="checkbox"/> An enforcement level must be selected	<input checked="" type="checkbox"/> Assign at least one internal contact to the Insured		
Last Changed: 10/2/2013 1:29:26 PM (US Eastern Time)			

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CITY OF SACRAMENTO

Procurement Services Division

Bid Number: B14060151002

INVITATION FOR BID And Contract Specifications

FOR: Chemicals and Fertilizers for Parks and Open Spaces

Bids Must Be Received Up To The Hour of 2:00 P.M. on November 6, 2013

Bids Must Be Submitted To: Office of the City Clerk
915 I Street, New City Hall
1st Floor Public Counter (Room 1119)
Sacramento, CA 95814

Pre-Bid Conference: Wednesday, October 30, 2013, 10:00 a.m.
Mandatory: Yes New City Hall
 No 915 I Street, Room 1217
Sacramento, CA 95814

NAME AND ADDRESS OF BIDDER SUBMITTING THIS BID: (Bidder to complete the following information)

Name of Bidder: Target Specialty Products
Address: 524 Galveston St.
City, State, Zip Code: Sacramento, CA 95691
Phone Number: 800-533-0816
Email Address: hariven.cronk@target-specialty.com

CITY OF SACRAMENTO

**Bid No. B14060151002
TABLE OF CONTENTS**

Document Title	Page No.
SECTION I - REQUIREMENTS	
A. Electronic Bid Document(s) Availability	4
B. Bid Instructions and Requirements	5
C. Bid Signature Page	9
D. Equal Benefits Ordinance (EBO) Requirements	11
SECTION II – CONTRACT DOCUMENTS	
A. General Conditions	16
B. Special Provisions	26
SECTION III – BIDDER RESPONSE DOCUMENTS	
A. Items Requiring Bidder Response	31
B. Recitals Required Prior to Start of Contract	33
C. Equal Benefits Ordinance (EBO) Declaration of Compliance	34
D. Pricing Schedule	36

SECTION I REQUIREMENTS

SECTION I – REQUIREMENTS

A. Electronic Bid Document(s) Availability

1. Official Electronic copies of this bid document can be obtained only from the City of Sacramento's official web bid page. <http://www.planetbids.com/portal/portal.cfm?CompanyID=15300>
2. Any additional information (Addenda, Q&A, etc.) pertaining to this bid will also be found at the above official link.
3. Bid information obtained from third party sources **will not be considered official** and will not fulfill a bidder's responsibility for all official bid information as posted on our official site at the link above.

SECTION I – REQUIREMENTS

B. BID INSTRUCTIONS AND REQUIREMENTS

No Bid Is In Legal Form Unless the Following Instructions Are Fully Complied With

1. **VENDORS ARE REQUIRED TO SUBMIT AN ORIGINAL BID, INCLUDING ALL REQUIRED ATTACHMENTS SUCH AS BROCHURES AND CATALOGS, TO THE CITY CLERK ON THE DATE AND AT THE TIME AND LOCATION SPECIFIED ON THE COVER SHEET. FAILURE TO DO SO MAY CAUSE YOUR BID TO BE REJECTED.**

2. **Bid Forms. Bid must be submitted on these printed forms and sealed in an appropriate envelope or package.**

a) To obtain an electronic version of this bid go to Procurement's website at <http://www.planetbids.com/portal/portal.cfm?CompanyID=15300>

b) Bidders are invited to be present at the opening of bids. Bids will be opened, in public, in the Closed Session Room 1104, 915 "I" Street, First Floor, Sacramento, CA, at or after 2:00 P.M. on, November 6, 2013. After opening, Bids may be inspected in the City Clerk's Office.

(Note: Bids must be submitted up to 2:00 P.M. on the above date)

c) All bids shall be clearly and distinctly written without erasure or modification, and properly signed by an authorized party, who shall indicate the capacity in which the signature is executed.

3. **Alternate Bids.** Alternate bids are invalid unless invited and covered by the specifications. **Please note all submissions are subject to rejection when unsolicited alternate bids are submitted.**

4. **Bid Security.** Bid Security is: Required Not Required

If required, bid security approved by the City must accompany the bid, in the amount of ___ % of the total amount of the bid. Bid security can be in the form of a cashier's check, certified check, or a bid bond from a surety company authorized to do business in the State of California. Bid securities will be returned to all except the three lowest Bidders within ten days after the opening of bids. The bid security of the two unsuccessful Contractors will be returned after the successful Contractor has executed the contract. Bid security of the successful Contractor will be returned when the contract is signed and all other contract award requirements have been met.

5. **Interest in More Than One Bid.** No bidder shall be interested in more than one bid (submit more than one bid for this solicitation) as provided by City Code Section 3.56.130(D).

6. **Rejection of Bids.** The right to reject any and all bids is reserved by the City, in its absolute discretion.

7. **Right to Waive.** The City reserves the right to waive any informalities or minor irregularities, as determined in its sole discretion, in connection with bids received.

7A. **City's Options.** City reserves the following options:

1. The right to award in whole or in part.
2. The right to reject all partial bids.
3. The right to reject any or all bids or make no award.
4. The right to issue subsequent Invitation For Bids (IFB).
5. The right to approve or disapprove the use of particular subcontractors and/or suppliers.
6. The right to waive any informality or irregularity in the bidding process and any bids.
7. The right to accept a bidder's signed offer and issue a purchase order directly to the bidder based on the IFB.

8. **City Code.** All provisions of Chapter 3.56 of the City Code are applicable to any bid submitted or contract awarded.

9. **Equipment.** If equipment is bid, it shall be the newest and latest model in current production. Used, re-manufactured, shopworn, demonstrator, prototype or discontinued models are not acceptable unless otherwise stipulated by the City.

10. **Faithful Performance Bond.** A faithful performance bond is: Not Required Required

If required, the successful bidder must submit a performance bond in a form approved by the City Attorney, in the amount of _____.

11. **Payment Discounts.** Payment discounts offered for payment in less than twenty (20) days will not be considered as a basis of award. Payment discounts offered for payment in twenty (20) or more days will be subtracted from the total bid price for the purposes of bid evaluation. Any payment discount offered by the successful bidder will be accepted by the City of Sacramento, whether or not it was considered as a basis of award.

12. **Mandatory Pre-Bid Conference.** If a mandatory Pre-Bid Conference is indicated on the Invitation for Bid, all bidders are required to attend the conference. Failure to attend this conference will result in rejection of your bid. If a mandatory Pre-Bid Conference is indicated on the Invitation for Bid, bid packages will be made available only through the time and date of the conference. Subsequent addenda, if applicable, will be furnished only to those bidders who attended the Mandatory Pre-Bid Conference.

13. **Bid Inquiries.** Questions regarding this bid should be referred to:

Contractual Questions
Procurement Services Division
Attention: Marc Robles
Email: mrobles@cityofsacramento.org
Phone: (916) 808-6240

These inquiries must be submitted at least 10 days prior to the bid opening date. Any interpretations by the City will be made in the form of a written amendment. The receipt of such an amendment must be acknowledged in accordance with the directions on the amendment. Oral explanations or instructions given before the award of the contract will not be binding.

14. **Bid Evaluation.** In determining the amount bid by each bidder, the City shall disregard mathematical errors in addition, subtraction, multiplication and division that appear obvious on the face of the Bid. When such a mathematical error appears on the face of the Bid, the City shall have the right to correct such error and to compute the total amount bid by the bidder on the basis of the corrected figure or figures.

When an item price is required to be set forth in the Bid, and the total for the item set forth separately does not agree with a figure which is derived by multiplying the item price times the City's estimate of the quantity to be provided or performed for said item, the item price shall prevail over the sum set forth as the total for the item unless, in the sole discretion of the City, such a procedure would be inconsistent with the intent of the bid process. The total paid for each such item of work shall be based upon the item price and not the total price.

Should the Bid contain only a total price for the item and the item price is omitted, the City shall determine the item price by dividing the total price for the item by City's estimate of the estimated quantities to be provided or performed.

If the Bid contains neither the item price nor the total price for the item, then it shall be deemed incomplete and the Bid shall be disregarded.

If prospective bidders are bidding an item "or equal" the bidders shall list the manufacturer's name and product number of the item offered in the space provided. If such information is not provided, it will be assumed that the bidder is offering the exact item specified. The City's decision as to whether an item is an equal to the item specified shall be final.

- 15. Determination of Lowest Responsible Bidder.** Sacramento City Code '3.56.020 provides that the lowest responsible bidder shall be determined as follows:
- a. In determining whether a bidder is responsible, consideration shall be given to: (i) the quality and performance of the supplies to be provided by the bidder; (ii) the ability, capacity and skill of the bidder to perform the contract or effectuate the transaction; (iii) the ability of the bidder to perform the contract or effectuate the transaction within the time specified, without delay; (iv) the character, integrity, reputation, judgment, experience and efficiency of the bidder; (v) the quality of the bidder's performance on previous purchases by, or contracts with, the City; (vi) the ability of the bidder to provide future maintenance, repair parts and services for the supplies provided.
 - b. Based on the information provided in the bids, the City Council or the City Manager, as the case may be, shall identify those bids that are subject at the time of bid opening to the City's local sales or use tax under the provisions of Part 1.5 of Division 2 of the California Revenue and Taxation Code and Chapter 3.24 of the City Code. The lowest responsible bidder shall be determined after the amount of local sales or use tax that would be received by the City is deducted from such bids. This deduction shall be in addition to the application of any bid price preferences authorized by subsection c, below.
 - c. The City Council may by resolution, from time to time, adopt programs or procedures for providing bid price preferences, including but not limited to, preferences to promote the participation and utilization of small business enterprises, energy conservation and sustainability in the City's contracting for supplies and nonprofessional services. The lowest responsible bidder shall be the responsible bidder whose bid price is the lowest after all bid prices are calculated to include any such preferences. The calculation of such preferences shall be in addition to any deduction of sales or use tax required by subsection b, above.
- 16. Pre-Award Conference.** The apparent lowest responsible bidder may be required to attend a pre-award conference at a mutually acceptable time at which requirements of the Contract will be reviewed. At that time, samples of forms, reports etc., will be submitted by the Contractor for final approval.
- 17. Award by Item or Group.** The City reserves the right to increase or decrease quantities listed, make separate awards for any item, line-item or category/group of items to the lowest responsible bidders for such items or category/groups of items.
- 18. Multiple Awards.** The City reserves the right to make multiple awards in order to provide alternate sources to insure continuity of supply if meeting the City's requirements within an acceptable time period exceeds the capacity or capability of the primary contractor(s).
- 19. Contract Award.** Within ninety (90) days after the bid opening, a contract will be awarded by the City to the lowest responsible bidder, subject to the right of the City to reject all bids or waive informalities or minor irregularities, as it may deem proper. The time for awarding a contract may be extended in the sole discretion of the City, if required to evaluate bids or for such other purposes as the City may determine, unless the Bidder objects to such extension in writing with his/her bid. The City may accept this bid offer by issuance of a Notice of Award Letter, Contract and/or a Purchase order covering award of said bid to Bidder at any time on or before the 90th day following the day of this official bid is opened by the City. This offer shall be irrevocable for 90 days after bid opening or 90 days after City Council awards the bid, whichever comes last, however this period may be extended by mutual agreement of both parties.
- 20. Emergency/Declared Disaster Requirements.** In the event of an emergency or if a City facility is declared a disaster area by the county, state or federal government, this contract may be subjected to unusual usage. The consultant/vendor/supplier shall service the City during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing quoted by the consultant/vendor/supplier shall apply to serving the City's needs regardless of the circumstances. If the consultant/vendor/supplier is unable to supply the goods/services under the terms of the contract because of a disruption in its chain of supply or service, then the consultant/vendor/supplier shall provide proof of such disruption which may include, but not be limited to a copy of a letter from the source of supply or service stating reason for the disruption. Additional profit margin as a result of supplying goods/services during an emergency or a declared disaster shall not be permitted.

- 21. Acceptable bid format.** All bids must show the full name of the firm bidding and must be on forms furnished by the City of Sacramento. All responses must be written in ink, printed by typewriter or computer generated. Responses made in pencil will not be considered.
- 22. Submission of Bids.** The City is not responsible for misaddressed bids. Please assure that you utilize the address appropriate for the method of delivery. Bid submissions made via commercial express courier (FedEx, United Parcel Svs.) must be addressed as follows:

**Office of the City Clerk
915 I Street, New City Hall
1st Floor Public Counter (Room 1119)
Sacramento, CA 95814**

Bid submissions made via personal delivery shall be delivered to:

**Office of the City Clerk
915 I Street, New City Hall
1st Floor Public Counter (Room 1119)
Sacramento, CA 95814**

23. Bid Protest. Bid protests must be filed and maintained in accordance with the provisions of Sections 3.60.460 through 3.60.560 of the Sacramento City Code. Bid protests that do not comply with Sections 3.60.460 through 3.60.560 of the Sacramento City Code shall be invalid and shall not be considered. A bid protest fee of \$750.00 is required at the time of filing to be considered valid in accordance with City of Sacramento Resolution No. 2003-231 dated April 29, 2003. As used herein, the term "bid protest" includes any bid protest that (1) claims that one or more bidders on this contract should be disqualified or rejected for any reason, or (2) contests a City staff recommendation to award this contract to a particular bidder, or (3) contests a City staff recommendation to disqualify or reject one or more bidders on this contract. Sections 3.60.460 - 3.60.560 of the Sacramento City Code are available at: <http://www.qcode.us/codes/sacramento/>.

**SUBJECT TO PARAGRAPH 7 ABOVE, THE CITY CANNOT ACCEPT A
BID FAILING TO COMPLY WITH ANY OF THE ABOVE REQUIREMENTS.**

SECTION I – REQUIREMENTS

C. BID SIGNATURE PAGE

BID NO. B14060151002

FOR SERVICES/SUPPLIES: Chemicals and Fertilizers for Parks and Open Spaces

To the City of Sacramento:

The undersigned bidder (hereafter referred to as the "Bidder" or the "Contractor") submits the attached bid, and certifies as follows: that the only persons or parties interested in this bid as principals are those named herein as bidder; that this bid is made without collusion with any other person, firm, or corporation; that in submitting this bid the bidder has examined all of the Contract Documents identified below; that the bidder proposes and agrees that if this bid is accepted, the bidder will execute and fully perform the contract for which bids are called; that the bidder shall perform all the work and/or furnish all the materials specified in the Contract Documents, in the manner and time therein prescribed, and according to the requirements as therein set forth; and that the bidder shall take in full payment therefor, the prices set forth in the attached Pricing Schedule.

CONTRACT DOCUMENTS

Performance of and payment for the contract for which bids are called shall be subject to all terms and conditions of the Invitation for Bid, the Bid Instructions and Requirements, the Bid, the Pricing Schedule(s), the Items Requiring Bidder Response, the Required Submittals, the General Conditions, and any Addenda, Amendments, Special Provisions, Specifications, Plans or other requirements applicable to performance of the work and/or furnishing the materials specified herein. Such documents referred to herein as the Contract Documents, are fully incorporated herein by this reference and are collectively referred to as the Contract. By submitting this Bid, the Contractor agrees to fully perform each and every provision of the Contract, provided that City awards the Contract to the Contractor, and provided further that City shall have no obligation hereunder unless and until such award is made. Contractor shall not make any changes to this form without City's written approval, and any changes made without such approval shall be void.

To Be Filled Out By Bidder

NAME OF CONTRACTOR: J.L. Ehrlich Co. Inc DBA Target Specialty Products

ADDRESS: 524 Galveston St. Sacramento, CA 95831

PHONE #: 800-357-3870 FAX #: 562-921-1170 E-MAIL: hariven.cronk@target-specialty.com

STATE TAX I.D. # 102-188213 FED. TAX I.D. #: 23-156835D

City of Sacramento Business Operation Tax Certificate #: 54470
(Contract award will not be processed without a valid and current Certificate Number.)

TYPE OF BUSINESS ENTITY (check one): Individual/Sole Proprietor Partnership
 Corporation Limited Liability Company
 Other (please specify: _____)

BY: (signature of authorized person) [Signature]

PRINT NAME: Hariven Cronk

TITLE: Contract Bid Specialist

Note: All information submitted in or in connection with a bid is submitted under penalty of perjury. The City shall have the right to terminate at any time any contract awarded pursuant to a bid that contains false information.

FOR CITY USE ONLY

The Bid was opened on 11.12.13.

Bid Bond Required: No; Yes - Amount: \$ _____

Received: Cashiers or Certified Check drawn on a California bank; Surety Bond

City Clerk

CONTRACT AWARD

Bid Items Included in the Contract: All Items, unless otherwise specified below

Specify:

Contract Not-to-Exceed Amount: \$ 430,000.00

Award Date: 1/7/14

CONTRACT APPROVAL

Approved as to Form:

Approved:

Attest:



City Attorney

City Manager
(Or Authorized Designee)

City Clerk

D. EQUAL BENEFITS ORDINANCE (EBO) REQUIREMENTS

REQUIREMENTS OF THE NON-DISCRIMINATION IN EMPLOYEE BENEFITS CODE

INTRODUCTION

The Sacramento Non-Discrimination In Employee Benefits Code (the "Ordinance"), codified as Sacramento City Code Chapter 3.54, prohibits City contractors from discriminating in the provision of employee benefits between employees with spouses and employees with domestic partners, and between the spouses and domestic partners of employees.

APPLICATION

The provisions of the Ordinance apply to any contract or agreement (as defined below), between a Contractor and the City of Sacramento, in an amount exceeding \$100,000.00. The Ordinance applies to that portion of a contractor's operations that occur: (i) within the City of Sacramento; (ii) on real property outside the City of Sacramento if the property is owned by the City or if the City has a right to occupy the property; or (iii) at any location where a significant amount of work related to a City contract is being performed.

The Ordinance does not apply: to subcontractors or subcontracts of any Contractor or contractors; to transactions entered into pursuant to cooperative purchasing agreements approved by the Sacramento City Council; to legal contracts of other governmental jurisdictions or public agencies without separate competitive bidding by the City; where the requirements of the ordinance will violate or are inconsistent with the terms or conditions of a grant, subvention or agreement with a public agency or the instructions of an authorized representative of any such agency with respect to any such grant, subvention or agreement; to permits for excavation or street construction; or to agreements for the use of City right-of-way where a contracting utility has the power of eminent domain.

DEFINITIONS

As set forth in the Ordinance, the following definitions apply:

"Contract" means an agreement for public works or improvements to be performed, or for goods or services to be purchased or grants to be provided, at the expense of the City or to be paid out of moneys deposited in the treasury or out of the trust money under the control or collected by the City. "Contract" also means a written agreement for the exclusive use ("exclusive use" means the right to use or occupy real property to the exclusion of others, other than the right reserved by the fee owner) or occupancy of real property for a term exceeding 29 days in any calendar year, whether by singular or cumulative instrument, (i) for the operation or use by others of real property owned or controlled by the City for the operation of a business, social, or other establishment or organization, including leases, concessions, franchises and easements, or (ii) for the City's use or occupancy of real property owned by others, including leases, concessions, franchises and easements.

"Contract" shall not include: a revocable at-will use or encroachment permit for the use of or encroachment on City property regardless of the ultimate duration of such permit; excavation, street construction or street use permits; agreements for the use of City right-of-way where a contracting utility has the power of eminent domain; or agreements governing the use of City property that constitute a public forum for activities that are primarily for the purpose of espousing or advocating causes or ideas and that are generally protected by the First Amendment to the United States Constitution or that are primarily recreational in nature.

"Contractor" means any person or persons, firm partnership or corporation, company, or combination thereof, that enters into a Contract with the City. "Contractor" does not include a public entity.

"Domestic Partner" means any person who has a currently registered domestic partnership with a governmental entity pursuant to state or local law authorizing the registration.

"Employee Benefits" means bereavement leave; disability, life, and other types of insurance; family medical leave; health benefits; membership or membership discounts; moving expenses; pension and retirement benefits; vacation; travel benefits; and any other benefit given to employees. "Employee benefits" shall not include benefits to the extent that the application of the requirements of this chapter to such benefits may be preempted by federal or state.

CONTRACTOR'S OBLIGATION TO PROVIDE THE CITY WITH DOCUMENTATION AND INFORMATION

Contractor shall provide the City with documentation and information verifying its compliance with the requirements of the Ordinance within ten (10) days of receipt of a request from the City. Contractors shall keep accurate payroll records, showing, for each City Contract, the employee's name, address, Social Security number, work classification, straight time pay rate, overtime pay rate, overtime hours worked, status and exemptions, and benefits for each day and pay period that the employee works on the City Contract. Each request for payroll records shall be accompanied by an affidavit to be completed and returned by the Contractor, as stated, attesting that the information contained in the payroll records is true and correct, and that the Contractor has complied with the requirements of the Ordinance. A violation of the Ordinance or noncompliance with the requirements of the Ordinance shall constitute a breach of contract.

EMPLOYER COMPLIANCE CERTIFICATE AND NOTICE REQUIREMENTS

(a) All contractors seeking a Contract subject to the Ordinance shall submit a completed Declaration of Compliance Form, signed by an authorized representative, with each proposal, bid or application. The Declaration of Compliance shall be made a part of the executed contract, and will be made available for public inspection and copying during regular business hours.

(b) The Contractor shall give each existing employee working directing on a City contract, and (at the time of hire), each new employee, a copy of the notification provided as Attachment "A."

(c) Contractor shall post, in a place visible to all employees, a copy of the notice provided as Attachment "B."

ATTACHMENT A



YOUR RIGHTS UNDER THE CITY OF SACRAMENTO'S NON-DISCRIMINATION IN EMPLOYEE BENEFITS CODE

On (date), your employer (the "Employer") entered into a contract with the City of Sacramento (the "City") for (contract details), and as a condition of that contract, agreed to abide by the requirements of the City's Non-Discrimination In Employee Benefits Code (Sacramento City Code Section 3.54).

The Ordinance does not require the Employer to provide employee benefits. The Ordinance does require that if certain employee benefits are provided by the Employer, that those benefits be provided without discrimination between employees with spouses and employees with domestic partners, and without discrimination between the spouse or domestic partner of employees.

The Ordinance covers any employee working on the specific contract referenced above, but only for the period of time while those employees are actually working on this specific contract.

The included employee benefits are:

- Bereavement leave
- Disability, life and other types of insurance
- Family medical leave
- Health benefits
- Travel benefits
- Any other benefits given to employees
- Moving expenses
- Pension and retirement benefits
- Vacation
- Membership or membership discounts

(Employee Benefits does not include benefits that may be preempted by federal or state law.)

If you feel you have been discriminated or retaliated against by your employer in the terms and conditions of your application for employment, or in your employment, or in the application of these employee benefits, because of your status as an applicant or as an employee protected by the Ordinance, or because you reported a violation of the Ordinance, and after having exhausted all remedies with your employer,

You May . . .

- Submit a written complaint to the City of Sacramento, Procurement Services Division, containing the details of the alleged violation. The address is:

City of Sacramento
Procurement Services Division
915 I Street, Second Floor
Sacramento, CA 95814
- Bring an action in the appropriate division of the Superior Court of the State of California against the Employer and obtain the following remedies:
 - Reinstatement, injunctive relief, compensatory damages and punitive damages- Reasonable attorney's fees and costs

ATTACHMENT B



**YOUR RIGHTS UNDER THE CITY OF SACRAMENTO'S
NON-DISCRIMINATION IN EMPLOYEE BENEFITS BY CITY
CONTRACTORS ORDINANCE**

If your employer provides employee benefits, they must be provided to those employees working on a City of Sacramento contract without discriminating between employees with spouses and employees with domestic partners.

The included employee benefits are:

- Bereavement leave
- Disability, life and other types of insurance
- Family medical leave
- Health benefits
- Membership or membership discounts
- Moving expenses
- Pension and retirement benefits
- Vacation
- Travel benefits
- Any other benefits given to employees

If you feel you have been discriminated against by your employer . . .

You May . . .

- Submit a written complaint to the City of Sacramento, Procurement Services Division, containing the details of the alleged violation. The address is:

City of Sacramento
Procurement Services Division
915 I Street, Second Floor
Sacramento, CA 95814

- Bring an action in the appropriate division of the Superior Court of the State of California against the employer and obtain reinstatement, injunctive relief, compensatory damages, punitive damages and reasonable attorney's fees and costs.

Discrimination and Retaliation Prohibited.

If you feel you have been discriminated or retaliated against by your employer in the terms and conditions of your application for employment, or in your employment, because of your status as an applicant or as an employee protected by the Ordinance, or because you reported a violation of this Ordinance . . .

You May Also . . .

Submit a written complaint to the City of Sacramento, Procurement Services Division, at the same address, containing the details of the alleged violation.

SECTION II CONTRACT DOCUMENTS

SECTION II – CONTRACT DOCUMENTS

A. GENERAL CONDITIONS

1. Independent Contractor.

- A. It is understood and agreed that CONTRACTOR (including CONTRACTOR’s employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto for any purpose whatsoever. Neither CONTRACTOR nor CONTRACTOR’s assigned personnel shall be entitled to any benefits payable to employees of CITY. CITY is not required to make any deductions or withholdings from the compensation payable to CONTRACTOR under the provisions of this Agreement, and CONTRACTOR shall be issued a Form 1099 for its services hereunder. As an independent contractor, CONTRACTOR hereby agrees to indemnify and hold CITY harmless from any and all claims that may be made against CITY based upon any contention by any of CONTRACTOR’s employees or by any third party, including but not limited to any state or federal agency, that an employer-employee relationship or a substitute therefor exists for any purpose whatsoever by reason of this Agreement or by reason of the nature and/or performance of any Services under this Agreement. (As used in this Exhibit D, the term “Services” shall include both Services and Additional Services as such terms are defined elsewhere in this Agreement.)

- B. It is further understood and agreed by the parties hereto that CONTRACTOR, in the performance of its obligations hereunder, is subject to the control and direction of CITY as to the designation of tasks to be performed and the results to be accomplished under this Agreement, but not as to the means, methods, or sequence used by CONTRACTOR for accomplishing such results. To the extent that CONTRACTOR obtains permission to, and does, use CITY facilities, space, equipment or support services in the performance of this Agreement, this use shall be at the CONTRACTOR’s sole discretion based on the CONTRACTOR’s determination that such use will promote CONTRACTOR’s efficiency and effectiveness. Except as may be specifically provided elsewhere in this Agreement, the CITY does not require that CONTRACTOR use CITY facilities, equipment or support services or work in CITY locations in the performance of this Agreement.

- C. If, in the performance of this Agreement, any third persons are employed by CONTRACTOR, such persons shall be entirely and exclusively under the direction, supervision, and control of CONTRACTOR. Except as may be specifically provided elsewhere in this Agreement, all terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by CONTRACTOR. It is further understood and agreed that CONTRACTOR shall issue W-2 or 1099 Forms for income and employment tax purposes, for all of CONTRACTOR’s assigned personnel and subcontractors.

- D. The provisions of this Section 1 shall survive any expiration or termination of this Agreement. Nothing in this Agreement shall be construed to create an exclusive relationship between CITY and CONTRACTOR. CONTRACTOR may represent, perform services for, or be employed by such additional persons or companies as CONTRACTOR sees fit provided that CONTRACTOR does not violate the provisions of Section 5, below.

- 2. **Licenses; Permits, Etc.** CONTRACTOR represents and warrants that CONTRACTOR has all licenses, permits, City Business Operations Tax Certificate, qualifications, and approvals of whatsoever nature that are legally required for CONTRACTOR to practice its profession or provide any services

under the Agreement. CONTRACTOR represents and warrants that CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, and approvals that are legally required for CONTRACTOR to practice its profession or provide such Services. Without limiting the generality of the foregoing, if CONTRACTOR is an out-of-state corporation, CONTRACTOR warrants and represents that it possesses a valid certificate of qualification to transact business in the State of California issued by the California Secretary of State pursuant to Section 2105 of the California Corporations Code.

3. **Time.** CONTRACTOR shall devote such time and effort to the performance of Services pursuant to this Agreement as is necessary for the satisfactory and timely performance of CONTRACTOR's obligations under this Agreement. Neither party shall be considered in default of this Agreement, to the extent that party's performance is prevented or delayed by any cause, present or future, that is beyond the reasonable control of that party.
4. **CONTRACTOR Not Agent.** Except as CITY may specify in writing, CONTRACTOR and CONTRACTOR's personnel shall have no authority, express or implied, to act on behalf of CITY in any capacity whatsoever as an agent. CONTRACTOR and CONTRACTOR's personnel shall have no authority, express or implied, to bind CITY to any obligations whatsoever.
5. **Conflict of Interest.** CONTRACTOR covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, that would conflict in any manner with the interests of CITY or that would in any way hinder CONTRACTOR's performance of Services under this Agreement. CONTRACTOR further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor, without the written consent of CITY. CONTRACTOR agrees to avoid conflicts of interest or the appearance of any conflicts of interest with the interests of CITY at all times during the performance of this Agreement. If CONTRACTOR is or employs a former officer or employee of the CITY, CONTRACTOR and any such employee(s) shall comply with the provisions of Sacramento City Code Section 2.16.090 pertaining to appearances before the City Council or any CITY department, board, commission or committee.
6. **Confidentiality of CITY Information.** During performance of this Agreement, CONTRACTOR may gain access to and use CITY information regarding inventions, machinery, products, prices, apparatus, costs, discounts, future plans, business affairs, governmental affairs, processes, trade secrets, technical matters, systems, facilities, customer lists, product design, copyright, data, and other vital information (hereafter collectively referred to as "City Information") that are valuable, special and unique assets of the CITY. CONTRACTOR agrees to protect all City Information and treat it as strictly confidential, and further agrees that CONTRACTOR shall not at any time, either directly or indirectly, divulge, disclose or communicate in any manner any City Information to any third party without the prior written consent of CITY. In addition, CONTRACTOR shall comply with all CITY policies governing the use of the CITY network and technology systems, as set forth in applicable provisions of the City of Sacramento Administrative Policy Instructions # 30. A violation by CONTRACTOR of this Section 6 shall be a material violation of this Agreement and shall justify legal and/or equitable relief.
7. **CONTRACTOR Information.**
 - A. CITY shall have full ownership and control, including ownership of any copyrights, of all information prepared, produced, or provided by CONTRACTOR pursuant to this Agreement. In this Agreement, the term "information" shall be construed to mean and include: any and all work product, submittals, reports, plans, specifications, and other deliverables consisting of documents, writings, handwritings, typewriting, printing, photostating, photographing, computer models, and any other computerized data and every other means of recording any form of information, communications, or representation, including letters, works, pictures, drawings,

sounds, or symbols, or any combination thereof. CONTRACTOR shall not be responsible for any unauthorized modification or use of such information for other than its intended purpose by CITY.

- B. CONTRACTOR shall fully defend, indemnify and hold harmless CITY, its officers and employees, and each and every one of them, from and against any and all claims, actions, lawsuits or other proceedings alleging that all or any part of the information prepared, produced, or provided by CONTRACTOR pursuant to this Agreement infringes upon any third party's trademark, trade name, copyright, patent or other intellectual property rights. CITY shall make reasonable efforts to notify CONTRACTOR not later than ten (10) days after CITY is served with any such claim, action, lawsuit or other proceeding, provided that CITY's failure to provide such notice within such time period shall not relieve CONTRACTOR of its obligations hereunder, which shall survive any termination or expiration of this Agreement.
- C. All proprietary and other information received from CONTRACTOR by CITY, whether received in connection with CONTRACTOR's proposal to CITY or in connection with any Services performed by CONTRACTOR, will be disclosed upon receipt of a request for disclosure, pursuant to the California Public Records Act; provided, however, that, if any information is set apart and clearly marked "trade secret" when it is provided to CITY, CITY shall give notice to CONTRACTOR of any request for the disclosure of such information. The CONTRACTOR shall then have five (5) days from the date it receives such notice to enter into an agreement with the CITY, satisfactory to the City Attorney, providing for the defense of, and complete indemnification and reimbursement for all costs (including plaintiff's attorney fees) incurred by CITY in any legal action to compel the disclosure of such information under the California Public Records Act. The CONTRACTOR shall have sole responsibility for defense of the actual "trade secret" designation of such information.
- D. The parties understand and agree that any failure by CONTRACTOR to respond to the notice provided by CITY and/or to enter into an agreement with CITY, in accordance with the provisions of subsection C, above, shall constitute a complete waiver by CONTRACTOR of any rights regarding the information designated "trade secret" by CONTRACTOR, and such information shall be disclosed by CITY pursuant to applicable procedures required by the Public Records Act.

8. **Standard of Performance.** CONTRACTOR shall perform all Services required pursuant to this Agreement in the manner and according to the standards currently observed by a competent practitioner of CONTRACTOR's profession in California. All products of whatsoever nature that CONTRACTOR delivers to CITY pursuant to this Agreement shall be prepared in a professional manner and conform to the standards of quality normally observed by a person currently practicing in CONTRACTOR's profession, and shall be provided in accordance with any schedule of performance specified in Exhibit A. CONTRACTOR shall assign only competent personnel to perform Services pursuant to this Agreement. CONTRACTOR shall notify CITY in writing of any changes in CONTRACTOR's staff assigned to perform the Services required under this Agreement, prior to any such performance. In the event that CITY, at any time during the term of this Agreement, desires the removal of any person assigned by CONTRACTOR to perform Services pursuant to this Agreement, because CITY, in its sole discretion, determines that such person is not performing in accordance with the standards required herein, CONTRACTOR shall remove such person immediately upon receiving notice from CITY of the desire of CITY for the removal of such person.

9. **Term; Suspension; Termination.**

- A. Termination for Cause. If the City determines that the Contractor's performance is not satisfactory, and notifies the Contractor of such determination in writing, the Contractor shall

correct the unsatisfactory condition(s) within 5 days after receiving such notification. If the Contractor fails to correct the unsatisfactory condition(s) within 5 days, the City may declare the Contract terminated upon 30 days written notice and may, in the City's sole discretion, demand performance by the Contractor's surety, if any, or contract for performance of all or part of the remainder of Contract with another contractor. In the event two such notices of unsatisfactory performance are given in any calendar year, and in the event that Contractor shall again fail to satisfactorily perform pursuant to the Contract, City may thereupon terminate the Contract immediately, with no prior notice. In the event of termination hereunder, the Contractor and/or its surety shall be liable and assessed for any and all costs for re-procurement and completion of the Contract.

- B. Termination for Convenience. The City may terminate the Contract, in whole or in part, for its convenience and without cause upon giving written notice to the Contractor. The City shall pay all reasonable costs associated with the Contract that the Contractor has incurred up to the date of termination and all reasonable costs associated with such termination of the Contract. However, the Contractor shall not be reimbursed for any anticipatory profits that have not been earned, or any other costs, which have not been incurred, as of the date of termination.
- C. Termination After Completion Date. If the Contractor fails to complete its performance of the Contract within the time specified in the Contract (including any approved extension of such time), if any, the Contract may be terminated and, in the event of such termination, the Contractor shall not be paid or allowed any further compensation for any costs incurred after such termination. The City may thereafter proceed to complete the Contract either by rebidding or otherwise, the Contractor and its surety, if any, shall be liable to the City for all loss or damage that the City may suffer on account of the Contractor's failure to complete the Contract on time. This Agreement shall become effective on the date that it is approved by both parties, set forth on the first page of the Agreement, and shall continue in effect until both parties have fully performed their respective obligations under this Agreement, unless sooner terminated as provided herein.

10. Indemnity.

- A. Indemnity: CONTRACTOR shall defend, hold harmless and indemnify CITY, its officers and employees, and each and every one of them, from and against any and all actions, damages, costs, liabilities, claims, demands, losses, judgments, penalties, costs and expenses of every type and description, including, but not limited to, any fees and/or costs reasonably incurred by CITY's staff attorneys or outside attorneys and any fees and expenses incurred in enforcing this provision (hereafter collectively referred to as "Liabilities"), including but not limited to Liabilities arising from personal injury or death, damage to personal, real or intellectual property or the environment, contractual or other economic damages, or regulatory penalties, arising out of or in any way connected with performance of or failure to perform this Agreement by CONTRACTOR, any subcontractor or agent, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, whether or not (i) such Liabilities are caused in part by a party indemnified hereunder or (ii) such Liabilities are litigated, settled or reduced to judgment; provided that the foregoing indemnity does not apply to liability for any damage or expense for death or bodily injury to persons or damage to property to the extent arising from the sole negligence or willful misconduct of CITY, its agents, servants, or independent contractors who are directly responsible to CITY, except when such agents, servants, or independent contractors are under the direct supervision and control of CONTRACTOR.
- B. Insurance Policies; Intellectual Property Claims: The existence or acceptance by CITY of any of the insurance policies or coverages described in this Agreement shall not affect or limit any of

CITY's rights under this Section 10, nor shall the limits of such insurance limit the liability of CONTRACTOR hereunder. This Section 10 shall not apply to any intellectual property claims, actions, lawsuits or other proceedings subject to the provisions of Section 7.B., above. The provisions of this Section 10 shall survive any expiration or termination of this Agreement.

11. Insurance Requirements. During the entire term of this Agreement, CONTRACTOR shall maintain the insurance coverage described in this Section 11.

Full compensation for all premiums that CONTRACTOR is required to pay for the insurance coverage described herein shall be included in the compensation specified for the Services provided by CONTRACTOR under this Agreement. No additional compensation will be provided for CONTRACTOR's insurance premiums.

It is understood and agreed by the CONTRACTOR that its liability to the CITY shall not in any way be limited to or affected by the amount of insurance coverage required or carried by the CONTRACTOR in connection with this Agreement.

A. Minimum Scope & Limits of Insurance Coverage

- (1) Commercial General Liability Insurance, providing coverage at least as broad as ISO CGL Form 00 01 on an occurrence basis for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than one million dollars (\$1,000,000) per occurrence. The policy shall provide contractual liability and products and completed operations coverage for the term of the policy.
- (2) Automobile Liability Insurance providing coverage at least as broad as ISO Form CA 00 01 on an occurrence basis for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than one million dollars (\$1,000,000) per occurrence. The policy shall provide coverage for owned, non-owned and/or hired autos as appropriate to the operations of the CONTRACTOR.

No automobile liability insurance shall be required if CONTRACTOR completes the following certification:

"I certify that a motor vehicle will not be used in the performance of any work or services under this agreement." _____ (CONTRACTOR initials)

- (3) Workers' Compensation Insurance with statutory limits, and Employers' Liability Insurance with limits of not less than one million dollars (\$1,000,000). The Worker's Compensation policy shall include a waiver of subrogation for contracts involving construction or maintenance, or if required by the CITY by selecting the option below:

_____ Workers' Compensation waiver of subrogation in favor of the City is required for all work performed by the CONTRACTOR.

No Workers' Compensation insurance shall be required if CONTRACTOR completes the following certification:

"I certify that my business has no employees, and that I do not employ anyone. I am exempt from the legal requirements to provide Workers' Compensation insurance." _____ (CONTRACTOR initials)

B. Additional Insured Coverage

- (1) Commercial General Liability Insurance: The CITY, its officials, employees and volunteers shall be covered by policy terms or endorsement as additional insured's as respects general liability arising out of activities performed by or on behalf of CONTRACTOR, products and completed operations of CONTRACTOR, and premises owned, leased or used by CONTRACTOR. The general liability additional insured endorsement must be signed by an authorized representative of the insurance carrier for contracts involving construction or maintenance, or if required by the CITY by selecting the option below:

 X Additional insured endorsement must be signed by an authorized representative of the insurance carrier.

If the policy includes a blanket additional insured endorsement or contractual additional insured coverage, the above signature requirement may be fulfilled by submitting that document with a signed declaration page referencing the blanket endorsement or policy form.

- (2) Automobile Liability Insurance: The CITY, its officials, employees and volunteers shall be covered by policy terms or endorsement as additional insured's as respects auto liability.

C. Other Insurance Provisions

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

- (1) CONTRACTOR's insurance coverage shall be primary insurance as respects CITY, its officials, employees and volunteers. Any insurance or self-insurance maintained by CITY, its officials, employees or volunteers shall be in excess of CONTRACTOR's insurance and shall not contribute with it.
- (2) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to CITY, its officials, employees or volunteers.
- (3) Coverage shall state that CONTRACTOR's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- (4) CITY will be provided with thirty (30) days written notice of cancellation or material change in the policy language or terms.

D. Acceptability of Insurance

Insurance shall be placed with insurers with a Bests' rating of not less than A:V. Self-insured retentions, policy terms or other variations that do not comply with the requirements of this Section 11 must be declared to and approved by the CITY Risk Management Division in writing prior to execution of this Agreement.

E. Verification of Coverage

- (1) CONTRACTOR shall furnish CITY with certificates and required endorsements evidencing the insurance required. The certificates and endorsements shall be

forwarded to the CITY representative named in Exhibit A. Copies of policies shall be delivered to the CITY on demand. Certificates of insurance shall be signed by an authorized representative of the insurance carrier.

- (2) The CITY may withdraw its offer of contract or cancel this Agreement if the certificates of insurance and endorsements required have not been provided prior to execution of this Agreement. The CITY may withhold payments to CONTRACTOR and/or cancel the Agreement if the insurance is canceled or CONTRACTOR otherwise ceases to be insured as required herein.

F. Subcontractors

CONTRACTOR shall require and verify that all subcontractors maintain insurance coverage that meets the minimum scope and limits of insurance coverage specified in subsection A, above.

12. Equal Employment Opportunity. During the performance of this Agreement, CONTRACTOR, for itself, its assignees and successors in interest, agrees as follows:

- A. Compliance With Regulations: CONTRACTOR shall comply with the Executive Order 11246 entitled "Equal Opportunity in Federal Employment", as amended by Executive Order 11375 and 12086, and as supplemented in Department of Labor regulations (41 CFR Chapter 60), hereinafter collectively referred to as the "Regulations".
- B. Nondiscrimination: CONTRACTOR, with regards to the work performed by it after award and prior to completion of the work pursuant to this Agreement, shall not discriminate on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation in selection and retention of subcontractors, including procurement of materials and leases of equipment. CONTRACTOR shall not participate either directly or indirectly in discrimination prohibited by the Regulations.
- C. Solicitations for Subcontractors, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiations made by CONTRACTOR for work to be performed under any subcontract, including all procurement of materials or equipment, each potential subcontractor or supplier shall be notified by CONTRACTOR of CONTRACTOR's obligation under this Agreement and the Regulations relative to nondiscrimination on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation.
- D. Information and Reports: CONTRACTOR shall provide all information and reports required by the Regulations, or by any orders or instructions issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the CITY to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, CONTRACTOR shall so certify to the CITY, and shall set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance: In the event of noncompliance by CONTRACTOR with the nondiscrimination provisions of this Agreement, the CITY shall impose such sanctions as it may determine to be appropriate including, but not limited to:
 - (1) Withholding of payments to CONTRACTOR under this Agreement until CONTRACTOR complies;

(2) Cancellation, termination, or suspension of the Agreement, in whole or in part.

F. Incorporation of Provisions: CONTRACTOR shall include the provisions of subsections A through E, above, in every subcontract, including procurement of materials and leases of equipment, unless exempted by the Regulations, or by any order or instructions issued pursuant thereto. CONTRACTOR shall take such action with respect to any subcontract or procurement as the CITY may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, CONTRACTOR may request CITY to enter such litigation to protect the interests of CITY.

13. **Entire Agreement.** The Contract Documents contain the entire agreement between the parties and supersedes whatever oral or written understanding they may have had prior to the execution of this Contract. No alteration to the terms of this Contract shall be valid unless approved in writing by Contractor, and by City, in accordance with applicable provisions of the Sacramento City Code. In the event of any conflict among the provisions of different Contract Documents, the conflict shall be resolved by giving precedence to the Contract Documents in the following order:

- A. Post-Award Amendments.
- B. Pricing Schedule(s), as corrected by City, if applicable.
- C. Pre-Award Addenda
- D. Special Provisions.
- E. Bid Instructions and Requirements
- F. General Conditions
- G. Technical Specifications and/or Plans

14. **Severability.** If any portion of this Agreement or the application thereof to any person or circumstance shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

15. **Waiver.** Neither CITY acceptance of, or payment for, any Service or Additional Service performed by CONTRACTOR, nor any waiver by either party of any default, breach or condition precedent, shall be construed as a waiver of any provision of this Agreement, nor as a waiver of any other default, breach or condition precedent or any other right hereunder.

16. **Enforcement of Agreement.** This Agreement shall be governed, construed and enforced in accordance with the laws of the State of California. Venue of any litigation arising out of or connected with this Agreement shall lie exclusively in the state trial court or Federal District Court located in Sacramento County in the State of California, and the parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such courts, and consent to service of process issued by such courts.

17. **Assignment Prohibited.** The expertise and experience of CONTRACTOR are material considerations for this Agreement. CITY has a strong interest in the qualifications and capability of the persons and entities who will fulfill the obligations imposed on CONTRACTOR under this Agreement. In recognition of this interest, CONTRACTOR shall not assign any right or obligation pursuant to this Agreement without the written consent of the CITY. Any attempted or purported assignment without CITY's written consent shall be void and of no effect.

18. **Binding Effect.** This Agreement shall be binding on the heirs, executors, administrators, successors and assigns of the parties, subject to the provisions of Section 17, above.

19. **Compliance with Laws.** The Contractor shall be responsible for strict compliance with all applicable laws, regulations, court orders and other legal requirements applicable to the work to be accomplished pursuant to the Contract, including without limitation the California Occupational Safety and Health Act and all applicable safety orders issued by the Division of Occupational Safety and Health, Department of Industrial Relations, State of California, and all applicable requirements of Underwriters Laboratories and the Federal Communication Commission.
20. **Inspection.** Merchandise will be inspected before acceptance by an authorized representative of the City of Sacramento for workmanship, appearance, proper functioning of all equipment and systems and conformance to all other requirements of the Contract. If deficiencies are found, it shall be the responsibility of the Contractor to pick up the merchandise, make necessary correction and redeliver the merchandise for re-inspection and acceptance. Payment and/or commencement of discount period (if applicable) will not be made until corrective action has been made.
21. **Funding Availability.**
- A. The Contract is subject to the budget and fiscal provisions of the Charter and City Code of the City of Sacramento.
 - B. The City's payment obligation under the Contract shall not at any time exceed the amount of funds appropriated and approved for such purpose by the Sacramento City Council.
 - C. The Contract shall terminate without penalty at the end of the fiscal year in the event funds to make payment under the Contract are not appropriated and approved for such purpose by the City Council for the succeeding fiscal year. If such funds are appropriated for only a portion of the fiscal year this Contract shall terminate, without penalty, at the end of the term for which funds have been appropriated. In the event of such termination, the Contractor shall not be entitled to recover any costs incurred after termination, subject, further, to the limitation in subsection 11.B. of these General Conditions.
 - D. Notwithstanding any provision of the Contract Documents to the contrary, this section shall govern over any other provision of the Contract.
22. **Inspection of Facilities.** If requested by the City, the Contractor shall provide City with an inspection tour of Contractor's facilities at the location where the work under the Contract will be accomplished.
23. **Material Safety Data Sheets (MSDS).** It is mandatory for a manufacturer, Contractor or distributor to supply a MSDS with the first shipment of any hazardous material. Also at any time the content of an MSDS is revised, the Contractor shall provide new information relevant to the specific material.
24. **Notification of Material Changes in Business.** Contractor agrees that if it experiences any material changes in its business including, without limitation, a reorganization, refinancing, restructuring, leveraged buyout, bankruptcy, loss of key personnel, etc., it will immediately notify the City of the changes. Contractor also agrees to immediately notify the City of any condition which may jeopardize the scheduled delivery or fulfillment of Contractor's contractual obligations to the City. Upon filing for any bankruptcy or insolvency proceeding by or against the Contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the Procurement Services Division reserves the right at its sole discretion to terminate the Contract either for cause or for convenience as provided in Section 9 of these General Conditions.
25. **Payment and Invoicing.** Unless otherwise specified in the Contract Documents, payment for services rendered or materials provided and accepted by City will be made monthly, in arrears, after receipt of a proper invoice.

- 26. Protection of Existing Facilities.** Contractor shall take every precaution to protect all public and private property during the performance of the Contract. Any damages caused by Contractor's personnel or equipment will be promptly repaired to the condition existing before the damage or be replaced. All such costs for such repairs or replacement shall be the sole responsibility of the Contractor.
- 27. Guarantee.** By submitting its bid, the Contractor guarantees that all merchandise delivered and/or work or services performed under the Contract shall meet the minimum requirements set forth herein. If it is determined by the City that the merchandise delivered or work or services performed do not meet the minimum requirements of the Contract, the Contractor shall be required to correct the same at Contractor's sole expense.

SECTION II – CONTRACT DOCUMENTS

B. SPECIAL PROVISIONS

QUANTITIES (ESTIMATED)

The quantities stated in the pricing schedule are estimates only of the City's requirements. Contractor agrees to furnish more or less than the estimates at the unit prices quoted in accordance with availability of funds and actual needs as they occur throughout the contract period.

QUANTITIES UNRESTRICTED

The City is not limited to purchase all of its requirements from any contract resulting from this request.

CONTRACT PERIOD

Any contract(s) resulting from this proposal shall be effective from date of award through December 31, 2018.

BRAND NAME

- a. Unless otherwise indicated, brand names and numbers, when used, are for reference to indicate the character or quality desired.
- b. Equal items will be considered, provided offer clearly describes the merchandise. Offers for equal items shall state the brand and number, or level of quality. The determination of the Purchasing Agent as to what items are equal shall be final and conclusive.
- c. When brand, number, or level of quality is not stated by the Contractor, it is understood the offer is exactly as specified.
- d. If submitting a proposal on a manufacturer's product other than that specified, Contractor must attach descriptive literature and specifications with the proposal.
- e. If necessary, the burden of proof and cost of analysis to determine equality shall be that of the Contractor.

PRICING

Pricing during the term of this agreement will be applied as follows:

- A) Contract Items - Prices for contract items (see Pricing Schedule) are to be firm for the first year of the contract. In the event that the contract is extended beyond one year, the prices for contract items may be renegotiated and revisions made to the list of items comprising the contract items. In no case shall the price of any single item be increased by more than fifteen percent (15%) during each annual review, with the exception of agency items. Written documentation from the manufacturer shall be submitted to the City prior to any price increase.
- B) Catalog Items - For items normally carried in inventory by the Contractor, but not specifically identified as contract items, the City is to receive discounts equal to or greater than the most favorable discount offered to other customers by the Contractor. A price list showing the city's net cost for catalog items is to be submitted with bid. In the event that Contractor's costs increase, prices to the City may be revised, provided however, that price increases are to be

limited to the percentage amount of price increase incurred by the Contractor from his supplier(s) and that no single-item increase is in excess of 15% in any one contract year, with the exception of agency items. Requests for increases are to be made in writing at least thirty (30) days in advance of effective date of increase. Substantiation in the form of actual invoices may be required prior to granting approval of proposed price increases.

- C) Special Orders - For items not identified as contract items and non-catalog (non-inventory) items, quotations may be solicited as deemed appropriate by the City on a case-by-case basis.

Note: Special promotions such as early order programs shall be offered to the City.

MODIFICATION OF CONTRACT

The City may order changes in the work herein required and may order extra work in connection with the performance of the contract and the Contractor may comply with such orders, except that:

- A. If changes in requirements, reports, or materials are of such a nature as to increase or decrease the cost of any part of the work, the price fixed in the contract will be increased or decreased by such amount as the Contractor and the Procurement Services Manager may agree upon as the reasonable and proper allowance for the increase or decrease in the cost of work.
- B. No order for any alteration, modification, or extra work which will increase or decrease the cost of the work shall be valid unless the resulting increase or decrease in price shall have been agreed upon in writing and approved by the Procurement Services Manager. No oral statement of any person whomsoever shall in any manner or degree modify or otherwise affect the terms of this contract, including the requirements of the specifications.

DELIVERY GUARANTEE

Contractor shall guarantee delivery within 3 days after receipt of order (ARO). Emergency orders shall be delivered the same day, if placed prior to 10:00 a.m. Pacific Time, or next day if placed after 10:00 a.m. The City of Sacramento will solely determine an emergency order. Failure to comply with emergency orders may be cause for termination.

DELIVERY HOURS

Delivery will be accepted from 7 a.m. to 11 a.m.

DELIVERY METHOD

Delivery must be by truck. Palletized shipments will be accepted. The City will not provide a forklift. Unpalletized shipments must be off-loaded by delivering carrier. The carrier must unpack and set the material in place as directed and remove all debris and packing material.

F.O.B./FREIGHT

All items are to be supplied F.O.B., Delivered, freight prepaid and allowed. Contractor will bear and pay freight charges at time of shipment and will hold title to goods up until they are received by the City of Sacramento at the shipping destination. Contractor will be responsible for filing all claims for damaged or lost goods.

PURCHASE ORDER

1. A Purchase Order will be issued to the Contractor on behalf of the City organization(s) who will be ordering items/services covered in the contract. The Purchase Order will be enclosed with the resulting contract or will be issued shortly thereafter, and will become an integral part of the resulting contract. Each Purchase Order will cite a specific dollar value to cover a particular item or specified period of time. If a contract is for a specific period of time and extends beyond the close of the City's fiscal year of June 30th, a second purchase order may be issued.
2. The Purchase Order does not supersede any provision of the resulting contract. Performance time and dates are determined solely by the contract, and any modification thereto.
3. Delivery of material and/or services are not to begin until receipt of the Purchase Order and/or other notification by the City Procurement Services Manager.

SAMPLES

Prior to the award of the contract, the City may require that samples be submitted for evaluation and/or testing. The samples provided by the Contractor shall represent the exact items and/or products proposed and to be supplied. The City may perform selected inspections and tests to verify that the items and/or products proposed meet the requirements of this specification.

Samples must be received within five (5) working days of the request for pre-award samples. Failure to satisfy any of the City's requirements and/or specifications may result in the rejection of the bid.

SHELF LIFE

Products having an expiration date shall be delivered with maximum unexpired time remaining. Unless otherwise qualified, Contractor agrees to exchange outdated unopened packages with unexpired material without cost to the City except that transportation costs may be charged. All expiration dates must be listed on the outside of the package.

SUBSTITUTE PRODUCTS

If, in the event of a manufacturer product change, the proposed and/or awarded item is not longer available, the vendor must immediately notify the City Procurement Services Manager for approval of allowable substitute product.

USAGE INSTRUCTIONS AND TRAINING

Written recommendations from a licensed pest control advisor for each new, unfamiliar pest control product delivered shall be submitted with each pesticide delivery and annually for all EPA registered pesticides, in addition to an annual pesticide safety training, at no additional cost to the City. New product(s) shall require on site training by the advisor upon request, also at no additional cost.

DEFAULT BY CONTRACTOR

In case of default by Contractor, the City reserves the right to procure the articles or services from other sources and to hold the Contractor responsible for any excess costs occasioned to the City thereby.

COOPERATIVE PURCHASING

If mutually agreeable to both parties, the use of any resulting contract may be extended to other government agencies. It shall be understood that all terms and conditions as specified herein shall apply. The City of Sacramento will not be an agent, partner or representative of any other government agency as it relates to this specification and is not obligated or liable, including, but not limited to, payment for an order placed by any other government agency.

DESCRIPTION AND/OR STOCK NUMBER DISCREPANCIES

The stock numbers contained in this document have been verified with local authorized dealers. Should any of these numbers be incorrect, the Bidders are requested to indicate the corrected stock number(s) on the Price Schedule and provide written documentation in the form of a copy(ies) from the manufacturer's published catalog or a letter from the manufacturer. It is understood that the descriptions contained in the Bid shall prevail in the event of a conflict.

ENVIRONMENTALLY PREFERABLE PROCUREMENT

The City has adopted a "Sustainable Procurement Policy (SPP) and program. The goal is to encourage the procurement of products and services that help minimize environmental impact resulting from use and disposal of these products. Contractors are encouraged to offer Energy Star, Green Seal, EcoLogo, EPEAT, or products that meet FEMP (Federal Energy Management Program) standards for energy consumption. City also encourages contractors to offer products that are produced with recycled materials, where appropriate, unless otherwise requested in this IFB. Contractors will offer products that have minimal virgin materials and maximum use of recycled products. Contractor must work with the City to attain these goals.

Notwithstanding the above, the Contractor agrees to supply the City of Sacramento with environmentally preferable and effective products in compliance with the specifications in this solicitation and provide services that help minimize environmental impact resulting from use and disposal of products specified in this bid.

The Contractor further agrees that its products specified in this bid do not contain any items, ingredients or components prohibited under the City's SPP Policy.

The City may terminate this contract or take other appropriate actions if the contractor fails to comply or provide adequate supporting documentation to substantiate compliance with the City's SP Policy and requirements specified in the bid.

The City's SPP Policy is available on line at:

[http://www.cityofsacramento.org/generalservices/procurement/documents/Sustainable_Purchasing_Policy_SPP.p](http://www.cityofsacramento.org/generalservices/procurement/documents/Sustainable_Purchasing_Policy_SPP.pdf)
[df](http://www.cityofsacramento.org/generalservices/procurement/documents/Sustainable_Purchasing_Policy_SPP.pdf) or by contacting the Procurement Services Division at (916) 808-6240.

SECTION III BIDDER RESPONSE DOCUMENTS

SECTION III – BIDDER RESPONSE DOCUMENTS

A. ITEMS REQUIRING BIDDER RESPONSE

NOTE: Bidders must provide responses where indicated to the following items. Failure to provide a response to each of the items in this section may be grounds for rejection of bid.

1. SBE/EBE FIVE PERCENT (5%) BID EVALUATION PREFERENCE

On February 9, 1999, the Sacramento City Council adopted an Emerging and Small Business Development program to provide enhanced opportunities for the participation of small business enterprises (SBEs) and emerging business enterprises (EBEs) in the City’s contracting and procurement activities. Any bid or quotation submitted by a firm that is certified as a SBE by the City of Sacramento, or that is certified as an EBE by the City of Sacramento, will receive a five percent (5%) bid evaluation preference for the purpose of determining the lowest responsible bidder. If, after applying the 5% bid evaluation preference, the bid of an SBE/EBE firm receiving such preference is determined to be the lowest responsible bid, the award will be made for the actual amount bid. To receive this bid evaluation preference, a firm must be certified as a SBE or EBE at the time of bid opening. Questions regarding eligibility for SBE/EBE certification should be addressed to the City of Sacramento Economic Development, at (916) 808-6747.

A. SMALL BUSINESS ENTERPRISE (SBE) CERTIFICATION

Is the firm submitting the bid certified by the City of Sacramento as a small business enterprise? Check the appropriate block below:

YES – Our firm is certified by the City of Sacramento as a small business enterprise.

NO -Our firm submitting is not certified by the City of Sacramento as a small business enterprise.

If the response to the above is YES, provide the City of Sacramento Certification Number _____.

B. EMERGING BUSINESS ENTERPRISE (EBE) CERTIFICATION

Is the firm submitting the bid certified by the City of Sacramento as an *emerging* business enterprise? Check the appropriate block below:

YES - Our firm is certified by the City of Sacramento as an emerging business enterprise.

NO - Our firm is not certified by the City of Sacramento as an emerging business enterprise.

If the response to the above is YES, provide the City of Sacramento Certification Number: _____.

2. LOCAL BUSINESS SALES/USE TAX DEDUCTION

The Sacramento City Code requires the City to identify those bids that are subject to the City’s local sales or use tax under the provisions of Part 1.5 of Division 2 of the California Revenue and Taxation Code and Chapter 3.24 of the Sacramento City Code. The lowest responsible bidder shall be determined after the amount of local sales or use tax that would be received by the City is deducted from such bids. The current rate at which such local sales or use tax is received by the City is one percent (1%). Therefore, in evaluating bids to determine the lowest responsible bidder, bids that are subject to this tax at the time of bid opening shall have an amount equal to one percent (1%) of the taxable total deducted from the bids. This deduction shall be in addition to the application of any bid price preferences or other deductions authorized by the City Code. Such deductions shall be made for bid evaluation purposes only. Contract awards shall be made at the actual bid amount.

In order to identify those bids that are subject to the City's local sales or use tax, all bidders shall respond to the following:

Does the bidder have fixed offices or locally taxable distribution points within the boundaries of the City of Sacramento? Yes; or No

If the answer to Question above is "Yes":

a) Provide the address of the bidder's fixed offices or locally taxable distribution point(s):

835 57th Street
Sacramento, CA 95819

Specify: fixed office location or distribution point(s): office location

b) Provide the bidder's current, valid City of Sacramento Business Operations Tax Certificate Number: 54470

3. PAYMENT DISCOUNT

Will you offer a prompt payment discount? Yes [] or No (Net 30 days)

If Yes, the Payment Discount is _____% for payment within _____ calendar days, which will be computed from the date delivery is made and is accepted by the City, or the date a proper invoice is received, whichever is later.

PAYMENT DISCOUNTS SHALL BE CONSIDERED IN AWARDING THE CONTRACT AS SET FORTH IN THE "BID INSTRUCTIONS AND REQUIREMENTS", PARAGRAPH 11 (ENTITLED "PAYMENT DISCOUNTS").

4. ELECTRONIC FUNDS TRANSFER (EFT) (informational only):

Do you have the ability to accept electronic payments (EFT)? Yes or No []

If Yes, what percentage discount would you offer the City to be paid through EFT? 0 %

5. LICENSE

A copy of a valid Agricultural Pest Control Advisor (PCA) license registered in the State of California must be submitted with the bid.

SECTION III – BIDDER RESPONSE DOCUMENTS

**B. ITEMS THAT MUST BE SUBMITTED BY SUCCESSFUL
BIDDER PRIOR TO START OF CONTRACT**

The following documents are required to be completed and submitted by the successful bidder prior to the award of contract of the contract:

1. CERTIFICATE OF INSURANCE

Successful bidders are REQUIRED to submit the necessary Certificate(s) of Insurance as called for in the General Conditions prior to award of the contract.

2. BUSINESS OPERATIONS TAX CERTIFICATE

Chapter 3.08 of the Sacramento City Code requires that anyone conducting business in the City of Sacramento obtain a **Business Operations Tax Certificate** and pay the applicable tax if necessary. Successful bidders will be REQUIRED to show compliance with this requirement prior to award of the contract.

To obtain information about the Business Operations Tax Certificate, contact the City of Sacramento, Revenue Division, 915 I Street, Room 1214, Sacramento, CA 95814, or telephone (916) 808-8500.

SECTION III – BIDDER RESPONSE DOCUMENTS

C. DECLARATION OF COMPLIANCE
Equal Benefits Ordinance

Name of Contractor: Target Specialty Products

Address: 524 Salvator St, Sacramento CA 95691

The above-named Contractor ("Contractor") hereby declares and agrees as follows:

1. Contractor has read and understands the Requirements of the Non-Discrimination In Employee Benefits Code (the "Requirements") attached hereto as Exhibit F.
2. As a condition of receiving this Contract, Contractor agrees to fully comply with the Requirements, as well as any additional requirements that may be specified in the City of Sacramento's Non-Discrimination In Employee Benefits Code codified at Chapter 3.54 of the Sacramento City Code (the "Ordinance").
3. Contractor understands, to the extent that such benefits are not preempted or prohibited by federal or state law, employee benefits covered by the Ordinance are any of the following:
 - a. Bereavement Leave
 - b. Disability, life, and other types of insurance
 - c. Family medical leave
 - d. Health benefits
 - e. Membership or membership discounts
 - f. Moving expenses
 - g. Pension and retirement benefits
 - h. Vacation
 - i. Travel benefits
 - j. Any other benefit offered to employees

Contractor agrees that if Contractor offers any of the above-listed employee benefits, Contractor will offer those benefits, without discrimination between employees with spouses and employees with domestic partners, and without discrimination between the spouses and domestic partners of such employees.

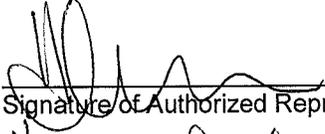
4. Contractor understands that Contractor will not be considered to be discriminating in the provision or application of employee benefits under the following conditions or circumstances:
 - a. If the actual cost of providing a benefit to a domestic partner or spouse exceeds the cost of providing the same benefit to a spouse or domestic partner of an employee, Contractor will not be required to provide the benefit, nor shall it be deemed discriminatory, if Contractor requires the employee to pay the monetary difference in order to provide the benefit to the domestic partner or to the spouse.
 - b. If Contractor is unable to provide a certain benefit, despite taking reasonable measures to do so, if Contractor provides the employee with a cash equivalent Contractor will not be deemed to be discriminating in the application of that benefit.
 - c. If Contractor provides employee benefits neither to employee's spouses nor to employee's domestic partners.
 - d. If Contractor provides employee benefits to employees on a basis unrelated to marital or domestic partner status.
 - e. If Contractor submits written evidence of making reasonable efforts to end discrimination in employee benefits by implementing policies that will be enacted before the first effective date after the first open enrollment process following the date this Contract is executed by the City of Sacramento ("City").

Contractor understands that any delay in the implementation of such policies may not exceed one (1) year from the date this Contract is executed by the City, and applies only to those employee benefits for which an open enrollment process is applicable.

- f. Until administrative steps can be taken to incorporate nondiscrimination in employee benefits. The time allotted for these administrative steps will apply only to those employee benefits for which administrative steps are necessary and may not exceed three (3) months from the date this Contract is executed by the City.
- g. Until the expiration of a current collective bargaining agreement(s) if employee benefits are governed by such collective bargaining agreement(s).
- h. Contractor takes all reasonable measures to end discrimination in employee benefits by either requesting that the union(s) involved agree to reopen the agreement(s) in order for Contractor to take whatever steps are necessary to end discrimination in employee benefits or by ending discrimination in employee benefits without reopening the collective bargaining agreement(s).
- i. In the event Contractor cannot end discrimination in employee benefits despite taking all reasonable measures to do so, Contractor provides a cash equivalent to eligible employees for whom employee benefits, are not available. Unless otherwise authorized in writing by the City Manager, Contractor understands this cash equivalent must begin at the time the union(s) refuse to allow the collective bargaining agreement(s) to be reopened or not longer than three (3) months after the date this Contract is executed by the City.

- 5. Contractor understands that failure to comply with the provisions of Section 4(a) through 4(i), above, will subject Contractor to possible suspension and/or termination of this Contract for cause; repayment of any or all of the Contract amount disbursed by the City; debarment for future contracts until all penalties and restitution have been paid in full and/or for up to two (2) years; and/or the imposition of a penalty, payable to the City, in the sum of \$50.00 for each employee, for each calendar day during which the employee was discriminated against in violation of the provisions of the Ordinance.
- 6. Contractor understands and agrees to provide notice to each current employee and, within ten (10) days of hire, to each new employee, of their rights under the Ordinance. Contractor further agrees to maintain a copy of each such letter provided, in an appropriate file for inspection by authorized representatives of the City. Contractor also agrees to prominently display a poster informing each employee of these rights.
- 7. Contractor understands that Contractor has the right to request a waiver of, or exemption from, the provisions of the Ordinance by submitting a written request to the City's Procurement Services Division prior to Contract award, which request shall identify the provision(s) of the Ordinance authorizing such waiver or exemption and the factual basis for such waiver or exemption. The City shall determine in its sole discretion whether to approve any such request.
- 8. Contractor agrees to defend, indemnify and hold harmless, the City, its officers and employees, against any claims, actions, damages, costs (including reasonable attorney fees), or other liabilities of any kind arising from any violation of the Requirements or of the Ordinance by Contractor.

The undersigned declares under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that he or she is authorized to bind the Contractor to the provisions of this Declaration.



 Signature of Authorized Representative

Hariven Conic

 Print Name

Contract Bid Specialist

 Title

11/4/13

 Date

SECTION III – BIDDER RESPONSE DOCUMENTS

E. PRICING SCHEDULE

For furnishing to the City of Sacramento, Chemicals and Fertilizers for Parks and Open areas, in accordance with the provisions and specifications contained herein. Prices shall be all inclusive. No additional surcharges or fees, including mill tax, will be allowed. **Quantities listed are annual estimates only and may increase or decrease as required.** All orders are placed on an as-needed basis. Minimum order quantities are noted below each item, when applicable. Unit cost pricing shall be based on the singular unit quantity of the item being priced (e.g., gal. lb., oz.) Vendors are to supply manufacturer and product number below each item in the space provided or it will be expected that the product delivered will be as specified. The brand and product number listed in this bid is for reference purposes only unless it is stipulated as No Substitutions, which means that is the only acceptable brand and product.

NOTE: All items must be priced in order for bid to be considered responsive.

<u>Item No.</u>	<u>Quantity</u>	<u>Description</u>	<u>Manufacturer</u>	<u>Product No.</u>	<u>Unit Price</u>	<u>Extension</u>
1	2 Tons (minimum order quantity will be 250 pounds)	Ammonium Sulfate 21-0-0 (Best)	J.R. Simplot	74042	\$542 /ton	\$ 1084.00
Proposed Description, Mfg. And Product No. <u>As Specified, Simplot/Best 74042</u>						
2	22 Lbs	Merit 75 WSP Insecticide	Bayer Corp.	79229356	\$116.1082/lb.	\$ 2554.38
Proposed Description, Mfg. And Product No. <u>As Specified, Bayer CropScience, 79229356</u>						
3	3,000 Lb (minimum order quantity will be 500 pounds)	Nitra-King 19-4-4	J.R. Simplot	74081	\$0.37 /lb.	\$ 1110.00
Proposed Description, Mfg. And Product No. <u>As Specified, Simplot/Best, 74081</u>						
4	20 Gal (minimum order quantity will be 5 gallons)	Radiance Algaecide	Aquatrols	RAD-2X2.5	\$34.50/gal.	\$ 690.00
Proposed Description, Mfg. And Product No. <u>As Specified, Aquatrols, RAD-2x2.5</u>						

Item No.	Quantity	Description	Manufacturer	Product No.	Unit Price	Extension
5	30 Gal (minimum order quantity will be 5 gallons)	Roots Premix 1-2-3	Roots, Inc.	3756549	\$46.20/gal.	\$1386.00
Proposed Description, Mfg. And Product No. <u>As Specified, Lebanon-roots, 3756549</u>						
6	166.7 Gal (minimum order quantity will be 1.67 gallons)	Roundup ProMax	Monsanto	10918898	\$51.00/1ug.	\$5090.84
Proposed Description, Mfg. And Product No. <u>As specified, Monsanto Company, 10918898</u>						
7	150 Gal (minimum order quantity will be 1 drum)	Roundup ProMax	Monsanto	10918843	\$875.09/drm.	\$4375.00
Proposed Description, Mfg. And Product No. <u>As Specified, Monsanto Company, 10918843</u>						
8	6 Tons (minimum order quantity 500 lbs.)	16-6-8 Turf Supreme	Best	74025	\$0.37/lb.	\$4440.00
Proposed Description, Mfg. And Product No. <u>As Specified, Simplot/Best, 74025</u>						
9	150 Gal (minimum order quantity 5 gallons)	Surflan Herbicide (Green Label)	Dow AgroSciences	70506-44	\$43.20/gal.	\$6480.00
Proposed Description, Mfg. And Product No. <u>As specified, United Phosphorus Inc, 70506-44</u>						
10	10 Tons (minimum order quantity 1 ton)	Triple Pro 15-15-15	Best	74102	\$780.00/ton	\$7800.00
Proposed Description, Mfg. And Product No. <u>As specified, Simplot/Best, 74102</u>						
11	40 Cases (1000 ml. round bottle, 4 per case)	Imicide HP	J.J. Mauget	7946-25	\$290.00/case	\$11600.00

No substitutions

Item No.	Quantity	Description	Manufacturer	Product No.	Unit Price	Extension
12	15 Gal	Speed Zone Southern (minimum order quantity will be 5 gal.)	PBI Gordon	6561076	\$ <u>63.88</u> /gal.	\$ <u>958.20</u>

Proposed Description, Mfg. And Product No.

As Specified, PBI Gordon, 6561076

13	1500 Lbs	Turf Royale 21-7-14 (minimum order quantity will be 500 pounds)	Yara	Turf Royale	\$ <u>.42</u> /lb.	\$ <u>630.00</u>
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Proposed Description, Mfg. And Product No.

As Specified, Yara, Turf Royale

14	5 Tons	17-3-17+ 3% Fe	Andersons	AGC171M5.1	\$ <u>1018.00</u> /ton	\$ <u>5090.00</u>
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Proposed Description, Mfg. And Product No.

As Specified, The Andersons, AGC171M5.1

Sub-Total	\$ <u>53,288.42</u>
8.5% Sales Tax	\$ <u>4529.52</u>
Pricing Schedule Total	\$ <u>57,817.94</u>

DEPARTMENT OF PESTICIDE REGULATION
LICENSING/CERTIFICATION PROGRAM



AGRICULTURAL PEST CONTROL ADVISER LICENSE

DATE OF ISSUE

1/01/2012

VALID THROUGH

12/31/2013

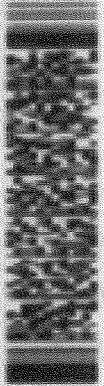
BDEG

75511

DAVE R PATTERSON

656 AVOCET WAY

LINCOLN CA 95648





CITY OF SACRAMENTO
BUSINESS OPERATIONS TAX CERTIFICATE

54470

54470

Business Name	TARGET SPECIALTY PRODUCTS	FROM	TO
Business Address	1155 MABURY RD	Mo. Day Yr.	Mo. Day Yr.
Owner	TARGET SPECIALTY PRODUCTS	01/01/2013	12/31/2013
Type of Business	WHOLESALE DISTRIBUTOR CHEMICAL		Expires
Tax Classification	401		

TOTAL
PAID: \$338.36

TARGET SPECIALTY PRODUCTS
DEBBIE SCHULER
PO BOX 3408
SANTA FE SPRING, CA 90670

CITY OF SACRAMENTO
IF NOT
VALIDATED
PAID

THIS STUB MAY BE
FOLDED/DETACHED
BEFORE POSTING

This certificate is not to be construed as a business license or imply that the City of Sacramento has investigated, or approves or recommends, the holder of this certificate. Any representation to the contrary is fraudulent. (This certificate must be renewed within 30 days of expiration).



Marc Robles
City of Sacramento- Department of Finance
Procurement Division
915 I Street, 2nd Floor
Sacramento, CA. 95814

Mr. Robles:

As you are aware we at Target Specialty Products take great pride in going the extra mile for our clients. "Delivering Value" is a statement we take very seriously.

Your Utilities, Parks and Urban Forest Departments are my responsibility. It has been a pleasure to work closely over the years with the people working in the trenches in these departments looking at their field problems and providing training for their people. Even though the bid specifications and contract requirements did not state that these services were a requirement I have always felt that we have entered into a partnership with the City of Sacramento during the time that the contract was in place and even after the most recent contract had expired. I believe that we at Target Specialty Products have an obligation to earn the business.

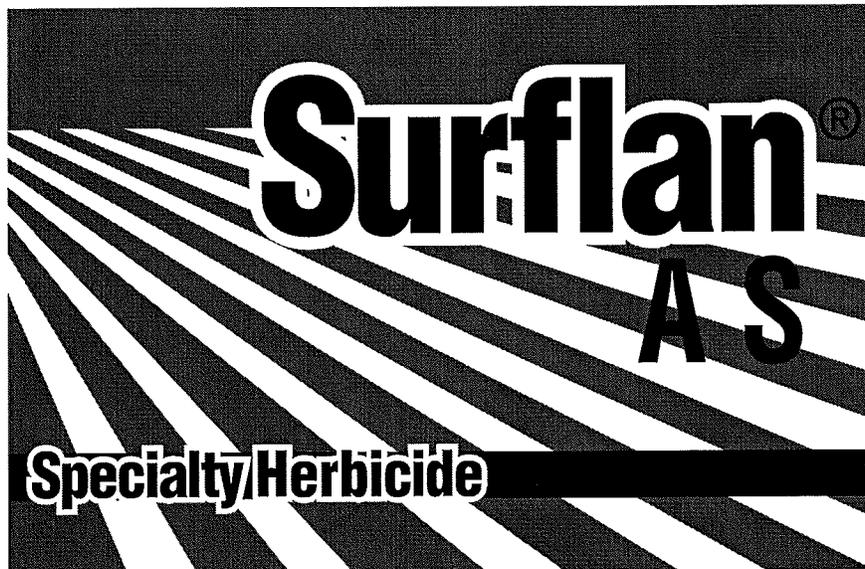
These value added services are not usually provided to our customers at no charge. As you know, we have never charged the city for the various trainings, PCA Written Recommendations, and job site consultations we have performed over the years. It is safe to say that the billable value of these services would run into several thousand dollars.

It is my hope that we can continue this relationship with you and the various people I work with in these departments. It is my intention to continue to provide a higher level of service than is requested and required by the scope on the contract if we are again selected as one of your vendors.

Whatever the outcome, please know that we at Target Specialty Products, and myself, appreciate the business we have done with you over the years!

Regards

Dave Patterson
PCA 75511
Target Specialty Products



A selective preemergence surface-applied herbicide for control of annual grasses and many broadleaf weeds in:

- Landscape Ornamentals
- Container Grown Ornamentals
- Field Grown Ornamentals
- Drainage Areas Under Shadehouse Benches
- Ornamental Bulbs
- Ground Covers/Perennials
- Christmas Tree Plantations
- Non-bearing fruit and nut trees and non-bearing vineyards
- Noncropland and Industrial Sites
- Established Warm Season Turf (including Bahiagrass, Bermudagrass, Buffalograss, Centipedegrass, St. Augustinegrass and Zoysiagrass)
- Tall Fescue (warm season areas)

Active Ingredient: oryzalin; 3,5-dinitro- <i>N</i> ⁴ <i>N</i> ⁴ -dipropylsulfanilamide	40.4%
Other Ingredients	59.6%
Total	100.0%

Contains 4.0 pounds of active ingredient per gallon.

**Keep Out of Reach of Children
CAUTION PRECAUCION**

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

First Aid

If in eyes: 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.

Have the product container or label with you when calling a poison control center or doctor, or going for treatment. You may also contact the Rocky Mountain Poison Control Center at 1-866-673-6671 for emergency medical treatment information.

Notice: Read the entire label. Use only according to label directions. **Before using this product, read Conditions of Sale and Limitation of Warranty and Liability at end of label booklet. If terms are unacceptable, return at once unopened.**

For emergency medical assistance, call the Rocky Mountain Poison Control Center at 1-866-673-6671.

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

Agricultural Chemical: Do not ship or store with food, feeds, drugs or clothing.

Shake Well Before Using.

 **UPI United Phosphorus, Inc.**
 630 Freedom Business Center, Suite 402
 King of Prussia, PA 19406
 1-800-438-6071 • www.upi-usa.com

Target Specialty Products
 P.O. Box 3408
 Santa Fe Springs, CA 90670-1408
 (562) 802-2238

EPA Reg. No. 70506-44
 EPA Est. No. 37429-GA-01

Net Contents: 2.5 Gallons

Table of Contents	Page
First Aid	1
Precautionary Statements	2
Hazards to Humans and Domestic Animals	2
Environmental Hazards	2
Directions for Use	2
Agricultural Use Requirements	2
Storage and Disposal	3
General Information	3
Soil Preparation	3
Mixing Directions	4
Surflan AS Alone	4
Surflan AS Tank Mix Combinations	4
Mixing Order	4
Premixing	4
Equipment Cleaning	4
Activation and Cultivation	4
Weeds Controlled by Surflan AS	4
Weeds Suppressed by Surflan AS	4
Crop Specific Use Directions	5
Ornamental Plantings	5
Broadcast Application Rates	5
Tank Mix Combinations	5
Special Use Precautions	5
Recommended Species	5
Field and Container Grown Species	5
Non-bearing Trees and Vines	9
Ornamental Bulbs	9
Broadcast Application Rates	9
Special Use Precautions	9
Shadehouse Areas	9
Christmas Tree Plantations	10
Surflan AS Alone	10
Broadcast Application Rates	10
Tank Mix Combinations	10
Special Use Precautions	10
Noncropland Areas and Industrial Sites	10
Noncropland Areas—Tank Mix Combinations	10
Broadcast Application Rates	10
Industrial Sites—Tank Mix Combinations	10
Warm Season Turfgrasses	10
Annual Grasses Controlled by Surflan AS	10
Annual Broadleaf Weeds Controlled by Surflan AS	10
Broadleaf Weeds Suppressed by Surflan AS	11
Application Rates, Frequency and Timing of Application	11
Summer Annual Grasses and Broadleaf Weeds	11
Single Application Program	11
Split Application Program	11
Annual Bluegrass (<i>Poa annua</i>) and Winter Annual Broadleaf Weeds	11
Broadcast Application Rates	11
Weed Control in Florida	11
Application Equipment	11
Reseeding	11
Special Use Precautions	11
Conditions of Sale and Limitation of Warranty and Liability	12

Precautionary Statements

Hazards to Humans and Domestic Animals

CAUTION PRECAUCION

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

Causes Eye Irritation • Prolonged or Frequently Repeated Contact May Cause Allergic Reactions In Some Individuals

Avoid contact with eyes or clothing.

Personal Protective Equipment (PPE)

Applicators and other handlers must wear:

- Long-sleeved shirt and long pants
- Chemical-resistant gloves
- Shoes plus socks
- Mixers and loaders must wear a chemical-resistant apron in addition to other PPE.

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

Engineering Controls Statements

When handlers use closed systems or enclosed cabs in a manner that meets the requirements listed in the Worker Protection Standard (WPS) for agricultural pesticides [40 CFR 170.240 (d) (4-6)], the handler PPE requirements may be reduced or modified as specified in the WPS.

User Safety Recommendations

Users should:

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

Environmental Hazards

This pesticide is toxic to fish. Do not apply directly to water, 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. Cover or incorporate spills.

Directions for Use

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

Read all Directions for Use carefully before applying.

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. For any requirements specific to your state or tribe, consult the agency responsible for pesticide regulation.

Agricultural Use Requirements

Use this product only in accordance with its labeling and with the Worker Protection Standard, 40 CFR part 170. This Standard contains requirements for the protection of agricultural workers on farms, forests, nurseries and greenhouses, and handlers of agricultural pesticides. It contains requirements for training, decontamination, notification, and emergency assistance. It also contains specific instructions and exceptions pertaining to the statements on this label about personal protective equipment (PPE), and restricted entry interval. The requirements in this box only apply to uses of this product that are covered by the Worker Protection Standard.

Agricultural Use Requirements (Cont.)

Do not enter or allow worker entry into treated areas during the restricted entry interval (REI) of 24 hours. **Exception:** If the product is soil-injected or soil incorporated, the Worker Protection Standard, under certain circumstances, allows workers to enter the treated area if there will be no contact with anything that has been treated.

Workers may enter treated areas without required PPE during the reentry interval following 1/2 to 1 inch of rainfall or irrigation, if they are performing tasks that do not involve contact with the soil subsurface; otherwise, PPE required for early entry to treated areas that is permitted under the Worker Protection Standard and that involves contact with anything that has been treated, such as plants, soil, or water, is:

- Coveralls
- Chemical-resistant gloves
- Shoes plus socks

Non-Agricultural Use Requirements

The requirements in this box apply to uses of this product that are NOT within the scope of the Worker Protection Standard for Agricultural Pesticides (40 CFR Part 170). The WPS applies when this product is used to produce agricultural plants on farms, forests, nurseries, or greenhouses.

Entry Restrictions for Non-WPS Uses: Keep all persons, children and pets out of treated area until sprays have dried.

Storage and Disposal

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

Pesticide Storage: Store in original container only. In case of leak or spill, use absorbent materials to contain liquids and dispose of as waste.

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

Container Disposal: Nonrefillable container. Do not reuse or refill this container. Clean container promptly after emptying.

[for containers less than or equal to 5 gallons] Triple rinse as follows: Empty the remaining contents into application equipment or a mix tank and drain for 10 seconds after the flow begins to drip. Fill the container 1/4 full with water and recap. Shake for 10 seconds. Pour rinsate into application equipment or a mix tank or store rinsate for later use or disposal. Drain for 10 seconds after the flow begins to drip. Repeat this procedure two more times.

[for containers greater than 5 gallons] Triple rinse as follows: Empty the remaining contents into application equipment or a mix tank. Fill the container 1/4 full with water. Replace and tighten closures. Tip container on its side and roll it back and forth, ensuring at least one complete revolution, for 30 seconds. Turn the container on its end and tip it back and forth several times. Empty the rinsate into application equipment or a mix tank or store rinsate for later use or disposal. Repeat this procedure two more times.

[all sizes] 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.

General Information

Surflan AS herbicide is a preemergence surface-applied product for the control of many annual grasses and broadleaf weeds in ornamental plantings, bulbs, ground covers/perennials, established warm-season turfgrass, Christmas tree plantations, non-bearing trees and vines, and noncropland and industrial sites.

Surflan AS is orange in color and may cause temporary discoloration of sprayed surfaces. If this discoloration is undesirable, it may be altered by using a commercially available colorant such as Blazon or removed by spraying surface with water or washing with an industrial cleaner immediately after application. Surflan AS may also be applied with mulch colorants, such as Mulch Magic or Nu-Mulch.

Treatment of Plant Species Not Listed on the Label for Surflan AS

Users who wish to use Surflan AS on plant species not recommended on this label may determine the suitability for use by treating a small

number of such plants at a recommended rate. Prior to treatment of larger areas, the treated plants should be observed for any sign of herbicidal injury during 30-60 days of normal growing conditions to determine if the treatment is non-injurious to the target plant species. The user assumes responsibility for any plant damage or other liability resulting from use of Surflan AS on plant species not recommended on this label.

Aerial Application: Do not aerially apply this product.

Chemigation: Do not apply this product through any type of irrigation system.

For orchard crops, including citrus, pome fruits, stone fruits, and tree nuts, apply product only as a strip treatment in the tree rows; do not apply to row middles or drive rows.

Do not graze or feed forage from treated areas to livestock.

Precaution: Avoid spray drift to non-target areas when applying Surflan AS. Spray drift may result in reduced emergence of non-target plants adjacent to the treated area. Poor weed control may result if directions are not followed. Over-application may result in crop injury or excessive soil residue.

Application Soil Preparation

Surflan AS controls weeds growing from seed. Surflan AS will not control emerged weeds. Surflan AS does not control established weeds, weeds growing from stolens, rhizomes, or root pieces. Therefore, areas to be treated should be free of emerged weeds. Weed residues, prunings, and trash should be thoroughly mixed into the soil or removed prior to treatment. In field applications, the soil should be in good tillth and free of clods at the time of application.

Ground Application: Apply Surflan AS as a directed spray to the soil surface or over the top of plants. Use only a properly calibrated, low-pressure, herbicide sprayer that will apply the spray uniformly. Use screens no finer than 50 mesh in nozzles and in-line strainers. Apply the appropriate rate of Surflan AS, as outlined in "Crop Specific Use Directions" section of this label. In all cases, use sufficient water volume to obtain uniform coverage and deliver the desired rate of Surflan AS to the treated area. The volume of water used is not critical, as long as the desired rate of Surflan AS is delivered uniformly across the area treated. When calibrating, determine the volume of water delivered by the sprayer to a given area (1,000 sq ft, 1 acre, etc.). Then mix the desired rate of Surflan AS in the amount of water required to cover the entire area to be treated. As the amount of water used (spray volume) decreases, the importance of accurate calibration and uniform application increases. Check the sprayer daily to ensure proper calibration and uniform application. Maintain continuous agitation from mixing through application. Avoid spray pattern skips and overlaps that may result in incomplete coverage or over-application.

Hand Held or Backpack Sprayer Application: The amount of water used to apply Surflan AS herbicide is not critical, but should be sufficient for uniform coverage of the target area. Calibrate by determining the volume of water required to treat 1000 square feet. Use this calibration volume to determine the amount of water and Surflan AS herbicide needed to treat the target area (see the following calibration example).

Note: Sprayer calibration (volume of spray needed to treat 1,000 square feet) will vary with each individual operator.

Steps in Calibration:

1. Mark an area of 1,000 square feet (i.e. 20 by 50 feet, or 25 by 40 feet).
2. Place the sprayer on a level surface and add water noting the final level of water in the spray tank.
3. Spray the marked area with a sufficient volume of water to provide uniform coverage. Refill the sprayer to the same level as before measuring the amount of water added. The measured water added to the sprayer is the volume needed to cover 1,000 square feet.
4. Determine the application rate (fl oz/1000 sq ft) for Surflan AS from the "Crop Specific Use Directions" section of this label.
5. To each volume of water used, as measured in step 3, add the amount of Surflan AS as determined in step 4.

Example: If the sprayer used 2 gallons of water to cover 1,000 square feet and the desired application rate of Surflan AS is 3 fluid oz/1,000 square feet, then you would add 3 fluid ounces of Surflan AS to every 2 gallons of water to be used.

Mixing Directions

Shake Well Before Using

Precaution: Do not allow the spray mixture to siphon back into water source.

Surflan AS - Alone

Make sure spray tank is clean and use only clean water. Fill spray tank 1/2 - 3/4 full. Start agitation and add the required amount of Surflan AS. Continue agitation and finish filling the spray tank. Maintain continuous agitation until application is completed.

Surflan AS - Tank Mix Combinations

Prior to mixing, read and carefully follow all label instructions and precautions for each product added to the tank mixture. Vigorous, continuous agitation is required for all tank mixes of Surflan AS. Sparger pipe agitators generally provide the best agitation in spray tanks.

Mixing Order: Fill the tank 3/4 full with clean water. Start agitation and add different formulation types in the order indicated below, allowing time for complete mixing and dispersion after addition of each product. Allow extra mixing and dispersion time for dry flowable products.

Add different formulation types in the following order: dry flowables (DF); wettable powders (WP); Surflan AS and other aqueous suspensions (AS), flowables (F), and liquids (L); solutions (S); and emulsifiable concentrates (EC).

Continue agitation and finish filling the spray tank with clean water. Maintain agitation until application is completed. If spraying and agitation must be stopped before the spray tank is empty, the materials may settle to the bottom. Settled materials must be completely resuspended before spraying is continued. A sparger agitator is particularly useful for this purpose.

Premixing: When tank mixing, initial mixing and dispersion of certain dry flowable or wettable powder products may be improved by pre-mixing with water (slurrying). Adding the slurried material to the spray tank through a wetting screen of 20 or 35 mesh will help assure good initial dispersion.

Equipment Cleaning

If a buildup of material occurs on the walls of the spray tank, it should be removed between fillings by washing with soap and water and rinsing thoroughly. Tanks, lines, screens, and nozzles should be cleaned thoroughly after each use.

Activation and Cultivation

Surflan AS will remain stable on the soil surface up to 21 days following application. In the absence of timely rainfall, irrigation can be used to activate Surflan AS. A minimum of one-half (1/2) inch of rain or its equivalent in sprinkler irrigation is necessary to activate Surflan AS. If weeds begin to emerge due to lack of rainfall or irrigation, shallow cultivate 1-2 inches deep to destroy existing weeds, or remove them by hand. Shallow cultivation to a depth of 1-2 inches will enhance herbicidal effectiveness. Erratic weed control may result if Surflan AS is not activated by rainfall, irrigation, or cultivation within 21 days of application, or existing weeds have not been removed.

Weeds Controlled by Surflan AS

Annual Grasses:

Common Name
barley, little
barnyardgrass (watergrass)
bluegrass, annual
crabgrass, large
crabgrass, smooth
crowfootgrass
cupgrass, southwestern
foxtail, bristlegrass
foxtail, giant
foxtail, green (pigeongrass)
foxtail, robust
foxtail, yellow
goosegrass (silver crabgrass)
Johnsongrass (seedling only)
junglerice

Scientific Name
Hordeum pusillum
Echinochloa crus-galli
Poa annua
Digitaria sanguinalis
Digitaria ischaemum
Dactyloctenium aegyptium
Eriochloa gracilis
Setaria magna
Setaria faberi
Setaria viridis
Setaria robusta
Setaria glauca
Eleusine indica
Sorghum halepense
Echinochloa colonum

Annual Grasses (Cont.):

Common Name
lovegrass, Mexican
lovegrass, orcutt
oat, wild
panicum, browntop
panicum, fall (spreading panicgrass)
panicum, Texas
(buffalograss)
(Coloradograss)
ryegrass, Italian
signalgrass (Brachiaria)
sprangletop, red
witchgrass

Broadleaf Weeds:

Common Name
bittercress
carpetweed
chickweed, common
fiddleneck, coast
filaree, redstem
filaree, whitestem
groundsel, common
henbit
knotweed, prostrate
lambquarters
pigweed, prostrate
pigweed, redroot
pigweed, spring
pigweed, tumble
puncturevine
purslane, common
pusley, Florida
(Florida purslane)
(Mexican clover)
(pusley)
rocket, London
rockpurslane, desert
shepherdspurge
spurge, prostrate
woodsorrel, yellow

Scientific Name

Eragrostis mexicana
Eragrostis orcuttiana
Avena fatua
Panicum fasciculatum
Panicum dichotomiflorum
Panicum texanum

Cenchrus incertus
Brachiaria spp.
Leptochloa filiformis
Panicum capillare

Scientific Name

Cardamine oligosperma
Mollugo verticillata
Stellaria media
Amsinckia intermedia
Erodium cicutarium
Erodium moschatum
Senecio vulgaris
Lamium amplexicaule
Polygonum aviculare
Chenopodium album
Amaranthus blitoides
Amaranthus retroflexus
Amaranthus hybridus
Amaranthus albus
Tribulus terrestris
Portulaca oleracea
Richardia scabra

Sisymbrium irio
Calandrinia ciliata
Capsella bursa-pastoris
Euphorbia humistrata
Oxalis stricta

Weeds Suppressed by Surflan AS

Control of the following weeds may be erratic, ranging from poor to excellent, depending upon soil temperature, time of germination, depth of seed in the soil, and amount and timing of soil moisture:

Common Name
horseweed
ladysthumb
lettuce, prickly
mallow, common
milkweed, climbing
morningglory
mustard, black
mustard, wild
nightshade, black
ragweed, common
smartweed
sowthistle, annual
spurge, spotted
teaweed (prickly sida)
velvetleaf
wheat, volunteer

Scientific Name

Conyza canadensis
Polygonum persicaria
Lactuca serriola
Malva neglecta
Sarcostemma cynanchoides
Ipomoea spp.
Brassica nigra
Brassica kaber
Solanum nigrum
Ambrosia artemisiifolia
Polygonum pensylvanicum
Sonchus oleraceus
Euphorbia maculata
Sida spinosa
Abutilon theophrasti
Triticum spp.

Crop Specific Use Directions

Ornamental Plantings

Surflan AS is recommended for use on certain landscape container- and field-grown established ornamental plants including: trees, shrubs, ground covers/perennials, flowers, non-bearing fruit and nut trees, non-bearing vineyards; and in the production of ornamental bulbs (See "Ornamental Bulbs" section for special use directions).

Broadcast Application Rates

Labeled Use Site	Length of Control	Surflan AS		Minimum Time Between Applications (months)	Total Amount Allowed Per Year (qt/acre)
		(qt/acre)	(fl oz/1000 sq ft)		
Landscape Ornamentals	2 - 4 months	2	1.5	2	8
	3 - 6 months	3	2.2	4	12
	4 - 8 months	4	3	4	12
Field-grown and container-grown ornamentals	2 - 4 months	2	1.5	3	8
	3 - 6 months	3	2.2	3	9
	4 - 8 months	4	3	3	12

Tank Mix Combinations

Tank mix combinations of Surflan AS plus glyphosate, and many other labeled herbicides may be used to control undesirable vegetation in ornamental areas. Surflan AS may also be tank mixed with Gallery* herbicide and applied preemergence to broaden the spectrum of broadleaf weed control in ornamental areas. Applied as directed, these tank mixes of Surflan AS will provide control of susceptible weed species listed on the respective labels. Refer to tank mix product labels for specific use directions, precautions, and limitations before use.

Surflan AS Plus glyphosate: Tank mix combinations of Surflan AS plus glyphosate are recommended to control existing undesirable vegetation. Applied as directed, Surflan AS plus glyphosate will provide postemergence control of susceptible weed species listed on the label for glyphosate and residual preemergence control of susceptible weed species listed on the label for Surflan AS. Refer to the label for glyphosate for specific use directions, precautions, and limitations before use.

Precautions: Do not apply sprays containing glyphosate over the top of ornamental plants.

Extreme care must be exercised to prevent sprays containing glyphosate from coming in contact with foliage and stems of turfgrasses, trees, shrubs, or other desirable vegetation since severe damage or death may result. If spraying with glyphosate in areas adjacent to desirable plants, use a shield to prevent spray from contacting foliage and stems of desirable plants.

Special Use Precautions:

Apply only to established plants that have been transplanted into their growing location for a sufficient period of time to allow the soil to be firmly settled around the roots from packing and rainfall or irrigation. Rooted liners should be removed from their original growing containers and placed in new containers at least two weeks prior to treatment or injury may occur.

To avoid possible injury, do not apply Surflan AS to:

- Nursery, forest, or Christmas tree: seedling beds, cutting beds, or transplant beds.
- Unrooted liners or cuttings that have been planted in pots for the first time.
- Pots less than four inches wide.
- Ground covers until they are established and well rooted.
- Ornamental plantings where there is likelihood of runoff onto lawn areas.
- Areas containing dichondra or cool season turfgrass species.

On container grown ornamentals where weed seed germination continues for extended periods of time, do not make repeat applications of Surflan AS for at least 90 days or crop injury may occur.

Applications of Surflan AS over the top of plants with newly forming buds may cause injury. In this situation a directed spray is recommended.

For soils treated with Surflan AS during the previous season, plant only the ornamental species listed on this label or injury may occur.

Ice Plant: When establishing unrooted ice plant on coarse-textured soils in landscape plantings, do not exceed the 2 quart per acre rate of Surflan AS or crop injury may occur.

Note: Injury on the following plant species has been observed following applications of Surflan AS and use is not recommended:

Deutzia gracilis (slender deutzia)
Pseudotsuga menziesii (Douglas-fir)
Thuja occidentalis 'Techny' (Techny arborvitae)
Tsuga canadensis (eastern hemlock)
Begonia spp. (begonia)
Coleus hybridus (coleus)

Surflan AS May be Used on the Following Established Plant Species:

(Note: Limitations on recommended treatment methods).

Trees

Recommended Treatment Method F = Field Grown C = Container Grown

Scientific Name	Common Name	
<i>Abies balsamea</i>	Fir, balsam	F
<i>Abies concolor</i>	Fir, white	F
<i>Abies fraseri</i>	Fir, fraser	F
<i>Abies grandis</i>	Fir, grand	F
<i>Abies veitchi</i>	Fir, Vietch	F
<i>Abies lasiocarpa</i>	Fir, alpine	F
<i>Abutilon hybridum</i>	Albus-flowering maple	F
	Luteus-flowering maple	F
	Roseus-flowering maple	F
	Tangerine-flowering maple	F
	Vesuvius red-flowering maple	F
<i>Acer ginnala</i>	Flame maple	F
<i>Acer rubrum</i>	Red sunset maple	F
<i>Acer saccharinum</i>	Silver maple	F
<i>Acer</i> spp.	Maple	F
<i>Alsophila australis</i>	Australian tree fern	C,F
<i>Areacastrium romanzoffianum</i>	Queen palm	F
<i>Betula nigra</i>	Birch, river	F
<i>Betula papyrifera</i>	Paper birch	F
<i>Betula pendula</i>	Birch, white	F
<i>Bucida buceras</i>	Black olive	F
<i>Carya</i> spp.	Pecan, ornamental	C,F
<i>Cedrus atlantica</i>	Atlas cedar	C,F
<i>Cedrus deodara</i>	Deodar cedar	C,F
<i>Ceratonia siliqua</i>	Carob	F
<i>Cercidium floridum</i>	Palo Verde, blue	F
<i>Cercis canadensis</i>	Redbud	C,F
<i>Chamaecyparis lawsoniana</i>	Falsecypress, Lawson	F
<i>Chamaecyparis obtusa</i>	Filicoides-fernspray cypress	F
	Gracilis-slender Hinoki cypress	F
<i>Chamaecyparis pisifera</i>	Sawara-false cypress	F
	Squarrosa-moss cypress	F
<i>Chamaedorea cataractarum</i>	Cat Palm	F
<i>Chamaedorea costaricana</i>	Palm	F
<i>Chamaedorea elegans</i>	Parlor palm	F
<i>Citrus</i> spp.	Citrus, ornamental	C,F
<i>Cornus florida</i>	Dogwood, flowering	F

Trees (Cont.)

Scientific Name	Common Name	Recommended Treatment Method	
		F = Field Grown	
		C = Container Grown	
<i>Cryptomeria japonica</i>	Cryptomeria, Japanese	C,F	
<i>Cupaniopsis anacardioides</i>	Carrot wood	F	
<i>Cupressus arizonica (glabra)</i>	Cypress, Arizona	C,F	
<i>Cupressus glabra</i>	Arizona cypress	C,F	
<i>Cupressocyparis leylandii</i>	Leyland cypress	C,F	
<i>Cupressus sempervirens</i>	Cypress, Italian	C,F	
<i>Dicksonia antarctica</i>	Tasmanian tree fern	C,F	
<i>Elaeagnus angustifolia</i>	Russian olive	C,F	
<i>Eucalyptus camaldulensis</i>	Red gum eucalyptus	F	
<i>Eucalyptus cinerea</i>	Eucalyptus, mealy	F	
	Silver dollar eucalyptus	F	
<i>Eucalyptus nicholii</i>	Eucalyptus, narrow-leaved	F	
<i>Eucalyptus sideroxylon</i>	Eucalyptus, red ironbark	F	
<i>Ficus benjamina</i>	Ficus	F	
<i>Fraxinus</i> spp.	Ash	F	
<i>Ginkgo biloba</i>	Ginkgo (Maidenhair tree)	C,F	
<i>Gleditsia triacanthos</i>	Honey locust	F	
<i>Heteromeles arbutiflora</i>	Toyon	F	
<i>Juniperus virginiana</i>	Redcedar, Eastern	F	
<i>Koelreuteria paniculata</i>	Goldenrain tree	F	
<i>Liquidambar styraciflua</i>	Sweetgum, American	C,F	
<i>Magnolia</i> spp.	Magnolia	F	
<i>Malus</i> spp.	Crabapple	F	
<i>Morus alba</i>	White mulberry	F	
<i>Picea abies</i>	Pendula-weeping Norway spruce	F	
	Repens-spreading Norway spruce	F	
	Spruce, Norway	F	
<i>Picea engelmannii</i>	Spruce, Englemann	F	
<i>Picea glauca</i>	Spruce, white	F	
	Conica-dwarf Alberta spruce	F	
<i>Picea glauca conica</i>	Dwarf Alberta spruce	F	
<i>Picea mariana</i>	Spruce, black	F	
<i>Picea pungens</i>	Glaucolorado blue spruce	F	
	Hoopsii-Hoop's blue spruce	F	
	Koster-Koster blue spruce	F	
	Spruce, Colorado	C,F	
<i>Pinus aristata</i>	Bristlecone pine	F	
<i>Pinus canariensis</i>	Canary Island pine	F	
<i>Pinus contorta</i>	Shore pine, beach pine	F	
<i>Pinus eldarica</i>	Eldarica pine	F	
<i>Pinus halepensis</i>	Aleppo pine	C,F	
<i>Pinus raclata</i>	Monterey pine	F	
<i>Pinus</i> spp.	Pine	C,F	
<i>Pinus strobus</i>	Eastern white pine	F	
<i>Pinus sylvestris</i>	Scotch pine	F	
<i>Pinus thunbergiana</i>	Japanese black pine	F	
<i>Platanus occidentalis</i>	American sycamore	F	
<i>Platanus racemosa</i>	California sycamore	F	
<i>Podocarpus</i> spp.	Podocarpus	F	
<i>Populus deltoides</i>	Cottonwood	F	
	Cottonwood (grown for pulp)	F	
<i>Prunus caroliniana</i>	Laurelcherry, Carolina	F	
<i>Prunus glandulosa</i>	Dwarf flowering almond	C,F	
<i>Prunus laurocerasus</i>	Laurelcherry, English	F	
<i>Prunus mahaleb</i>	Cherry, Mahaleb	F	
<i>Prunus yedoensis</i>	Yoshino flowering cherry	F	
<i>Pyrus communis</i>	Pear	F	
<i>Quercus palustris</i>	Pin oak	F	
<i>Quercus phellos</i>	Willow oak	F	
<i>Quercus rubra</i>	Red oak	C,F	

<i>Quercus</i> spp.	Oak	C,F
<i>Salix babylonica</i>	Babylon weeping willow	F
	Corkscrew willow	F
	California pepper tree	F
<i>Schinus molle</i>	Redwood, coast	F
<i>Sequoia sempervirens</i>	Giant sequoia	F
<i>Sequoiadendron giganteum</i>	Mahogany	F
<i>Swietenia mahogani</i>	Yellow tab	F
<i>Tabebuia caraiba</i>	Linden, little leaf	C,F
<i>Tilia cordata</i>	Chinese elm	F
<i>Ulmus parvifolia</i>	California laurel	F
<i>Umbellularia californica</i>	Mexican fan palm	F
<i>Washingtonia robusta</i>		

Shrubs

Scientific Name	Common Name	Recommended Treatment Method	
		F = Field Grown	
		C = Container Grown	
<i>Abelia grandiflora</i>	Glossy abelia	F	
<i>Acacia redolens</i>	Acacia, prostrate	F	
<i>Agave americana</i>	Century plant	F	
<i>Agave macroculmis</i>	Agave	F	
<i>Anisodonte hypomandarum</i>	Cape mallow	C,F	
<i>Arctostaphylos stanfordiana</i>	Manzanita, Stanford	F	
<i>Astilbe chinensis</i>	Astilbe/false spirea	C,F	
<i>Baccharis pilularis</i>	Coyotebush	F	
<i>Berberis thunbergii</i>	Aurea-golden Japanese barberry	C,F	
	Crimson pygmy barberry	C,F	
	Atropurea-redleaf Japanese barberry	C,F	
	Barberry, Japanese	C,F	
<i>Bougainvillea</i> spp.	Barbara Karst	F	
	California gold	F	
	Scarlet O'Hara	F	
	Texas dawn	F	
<i>Buddleia davidii</i>	Butterfly bush	C,F	
<i>Buxus microphylla</i>	Littleleaf boxwood	F	
<i>Buxus microphylla japonica</i>	Boxwood, Japanese	C,F	
<i>Buxus sempervirens</i>	Boxwood, common	C,F	
<i>Callistemon citrinus</i>	Bottlebrush, lemon	C,F	
<i>Cassia artemisioides</i>	Cassia, feathery	F	
<i>Ceanothus americanus</i>	Jerseytea, redroot	C,F	
<i>Ceanothus</i> spp.	Wild lilac	C,F	
<i>Chaenomeles japonica</i>	Flowering quince	C,F	
<i>Chamaecyparis obtusa</i>	Kosteri cypress	F	
	Nana-dwarf Hinoki cypress	F	
	Torulosa cypress	F	
<i>Chamaecyparis pisifera</i>	Squarrosa Minima cypress	F	
<i>Chamaecyparis pisifera</i> spp.	Filifera-thread cypress	F	
<i>Chrysalidocarpus lutescens</i>	Areca palm	F	
<i>Clethra</i>	Summersweet	C,F	
<i>Cleyera japonica</i>	Cleyera, Japanese	C,F	
<i>Coleonema pulchrum</i>	Pink breath of heaven	C,F	
<i>Cornus alba</i>	Sibirica-Siberian dogwood	F	
<i>Cornus kousa</i>	Dogwood, kousa	C,F	
<i>Cornus stolonifera</i>	Flaviramea-yellowtwig dogwood	F	
<i>Cotoneaster adpressus</i>	Praecox-early cotoneaster	F	
<i>Cotoneaster apiculatus</i>	Cotoneaster, cranberry	C,F	
<i>Cotoneaster buxifolius</i>	Cotoneaster, brightbead	F	
<i>Cotoneaster congestus</i>	Cotoneaster, Pyrenees	F	
<i>Cotoneaster dammeri</i>	Cotoneaster, bearberry	C,F	
<i>Cotoneaster himalayan</i>	Himalayan cotoneaster	F	
<i>Cotoneaster horizontalis</i>	Cotoneaster, rock	C,F	
<i>Cotoneaster lacteus</i>	Cotoneaster, parney	C,F	
<i>Cotoneaster microphyllus</i>	Cotoneaster, rockspray	F	
<i>Cotoneaster salicifolia</i>	Willowleaf cotoneaster	C,F	

Shrubs (Cont.)

		Recommended Treatment Method				
		F = Field Grown				
		C = Container Grown				
Scientific Name	Common Name					
<i>Cytisus praecox</i>	Hollandia-warminster broom	F		<i>Juniperus squamata</i>	Blue juniper	F
<i>Cytisus scoparius</i>	Lena-Scotch broom	F			Blue star juniper	F
<i>Dasyliiron wheeleri</i>	Sotol, desert spoon	F		<i>Justicia brandegeana</i>	Parsonii juniper	F
<i>Deutzia crenata</i>	Nakiana-dwarf deutzia	F		<i>Justicia spicigera</i>	Shrimp plant	C,F
<i>Dodonaea viscosa</i>	Hopseedbush, clammy	F		<i>Kalmia latifolia</i>	Honeysuckle, Mexican	F
	Hopseed bush	F		<i>Lagerstroemia indica</i>	Laurel, mountain	F
<i>Escallonia exoniensis</i>	Escallonia	C,F		<i>Lavandula angustifolia</i>	Crape myrtle	C,F
<i>Euonymus alata</i>	Euonymus, winged	F		<i>Leucothoe axillaris</i>	English lavender	C,F
<i>Euonymus fortunei</i>	Canadale gold euonymus	C,F		<i>Leucothoe fontanesiana</i>	Leucothoe, coast	F
	Emerald'n gold euonymus	C,F		<i>Leucomstrum amurense</i>	Leucothoe, drooping	F
	Euonymus, stringybark	C,F		<i>Ligustrum japonicum</i>	Privet, amur	C,F
	Wintercreeper	C,F			Privet, Japanese	C,F
<i>Euonymus japonica</i>	Euonymus, evergreen	C,F		<i>Ligustrum lucidum</i>	yellow tip ligustrum	C,F
	Silver king euonymus	F		<i>Ligustrum ovalifolium</i>	Privet, glossy	C,F
<i>Euonymus kiatschovica</i>	Spreading euonymus	F		<i>Ligustrum texanum</i>	California privet	F
<i>Euonymus vegetus</i>	Bigleaf wintercreeper	C,F			Howardi privet	F
<i>Fatsyhedera lizei</i>	Fatsyhedera	C,F		<i>Ligustrum vicaryi</i>	Wax leaf privet	F
<i>Fatsia japonica</i>	Japanese aralia	C,F			Privet, golden	C,F
<i>Felicia amelloides</i>	Blue marguerite	C,F		<i>Livistona chinensis</i>	Vicary golden privet	C,F
<i>Forsythia intermedia</i>	Forsythia, border	F		<i>Lonicera chinensis</i>	Chinese fountain palm	F
<i>Gardenia jasminoides</i>	Gardenia	C,F		<i>Lonicera fragrantissima</i>	Winter honeysuckle	F
<i>Genista pilosa</i>	Woadwaxen	F		<i>Lonicera periclymenum</i>	Flowering woodbine	F
<i>Hibiscus rosa-sinesis</i>	Ross Estey-hibiscus	F			Serotina woodbine	F
	Hibiscus, Chinese	F		<i>Lonicera sempervirens</i>	Trumpet honeysuckle	F
<i>Hibiscus syriacus</i>	Rose of Sharon, Red Bird	F		<i>Lorpetalum chinense</i>	(No common name)	C,F
	Rose of Sharon, Red Heart	F		<i>Mahonia aquifolium</i>	Oregon grape	F
	Rose of Sharon, Woodbridge	F		<i>Myoporum parvifolium</i>	Myoporum, prostrate	F
	Rose of Sharon, (Shrubalthea)	F		<i>Myrtus communis</i>	Myrtle, true	C,F
<i>Hydrangea macrophylla</i>	Hydrangea, French	C,F		<i>Nandina domestica</i>	Compacta-dwarf heavenly bamboo	C,F
<i>Hydrangea quercifolia</i>	Hydrangea, Oakleaf	C,F			Harbour dwarf-heavenly bamboo	C,F
<i>Ilex aquifolium</i>	Balkans holly	F			Heavenly bamboo (Nandina)	C,F
	Gold coast holly	F		<i>Nerium oleander</i>	Nana compacta-heavenly bamboo	C,F
	Holly, English	F			Nana purpurea-heavenly bamboo	C,F
<i>Ilex aquipernyi</i>	San Jose holly	C,F			Woods dwarf-heavenly bamboo	C,F
<i>Ilex cornuta</i>	Dwarf Burford holly	C,F		<i>Osmanthus heterophyllus</i>	Hardy red oleander	C,F
	Holly, Chinese	C,F		<i>Pachysandra terminalis</i>	Oleander	C,F
<i>Ilex crenata</i>	Compacta-dwarf Japanese holly	C,F		<i>Philadelphus spp.</i>	Ruby lace oleander	C,F
	Convexa holly	C,F		<i>Phoenix roebelenii</i>	Osmanthus, holly-leaf	F
	Helleri-Heller's Japanese holly	C,F		<i>Photinia fraseri</i>	Japanese spurge	C,F
	Holly, Japanese	C,F			Mockorange	C,F
<i>Ilex glabra</i>	Nordica-inkberry holly	F		<i>Pieris japonica</i>	Pigmy date palm	F
<i>Ilex meserveae</i>	Blue boy holly	F			Fraser's photinia	C,F
	Blue girl holly	F			Photinia	C,F
	Ebony magic holly	F			Lily-of-the-valley	F
<i>Ilex vomitoria</i>	Nana-dwarf yaupon holly	C,F		<i>Pittosporum spp.</i>	Snowdrift lily-of-the-valley	F
	Pendula-weeping yaupon holly	C,F		<i>Pittosporum tobira</i>	Temple bells lily-of-the-valley	F
	yaupon holly	C,F			Valley rose lily-of-the-valley	F
<i>Juniperus chinensis</i>	Media-old gold juniper	C,F			Andromeda	C,F
<i>Juniperus conferta</i>	Emerald sea shore juniper	F			Pittosporum	C,F
<i>Juniperus horizontalis</i>	Huntington blue juniper	C,F		<i>Platyclusus orientalis</i>	Green pittosporum	F
	Wiltonii-blue carpet juniper	C,F		<i>Plumbago ariculata</i>	Japanese pittosporum	F
<i>Juniperus procumbens</i>	Nana-dwarf Japaneses garden juniper	C,F		<i>Podocarpus macrophyllus</i>	Tobira	F
	Prostrata juniper	C,F		<i>Potentilla fragiformis</i>	Wheeler's dwarf pittosporum	F
<i>Juniperus prostrata</i>	Broadmoor juniper	F		<i>Potentilla fruticosa</i>	Arborvitae, Oriental	C,F
<i>Juniperus sabina</i>	Foemina-Hicks juniper	F		<i>Protea neriifolia</i>	Blue cape plumbago	F
	Tamariscifolia-Tam juniper	F		<i>Pyracantha coccinea</i>	Yewpine	C,F
<i>Juniperus scopulorum</i>	Emerald green juniper	F		<i>Pyracantha fortuneana</i>	Cinquefoil	F
<i>Juniperus spp.</i>	Juniper	C,F			Cinquefoil	C,F
					Protea	F
					Firethorn, scarlet	C,F
					Lolendei Monrovia pyracantha	C,F

Shrubs (Cont.)

Scientific Name	Common Name	Recommended Treatment Method	
		F = Field Grown	
		C = Container Grown	
<i>Pyracantha fortuneana</i>	Monon pyracantha	C,F	
	Red elf hybrid pyracantha	C,F	
	Rutgers hybrid pyracantha	C,F	
	Santa Cruz pyracantha	C,F	
<i>Pyracantha skoidzumi</i>	Firethorn, formosa	C,F	
<i>Pyracantha, fortuneana</i>	Firethorn	C,F	
<i>Rhaphiolepis indica</i>	Enchantress-Moness rhaphiolepis	F	
	Rhaphiolepis (India hawthorn)	C,F	
	Springtime-Monme rhaphiolepis	F	
<i>Rhaphiolepis ovata</i>	Roundleaf rhaphiolepis	F	
<i>Rhipsalidopsis gaertneri</i>	Eastercactus	C,F	
<i>Rhododendron calendulaceum</i>	Flame azalea	F	
<i>Rhododendron campylocarpum</i>	Butterfly rhododendron	F	
<i>Rhododendron carolinianum x daurium</i>	PJM rhododendron	F	
<i>Rhododendron catawbiense</i>	Catawba album rhododendron	C,F	
	Catawba rhododendron	C,F	
	Lord Roberts rhododendron	C,F	
	Rocket rhododendron	C,F	
<i>Rhododendron forrestii x griersonianum</i>	Elizabeth rhododendron	F	
<i>Rhododendron hybrid spp.</i>	America rhododendron	F	
	English Roseum rhododendron	F	
	Nova Zembla rhododendron	F	
	Scintillation rhododendron	F	
<i>Rhododendron impeditum</i>	Rhododendron	F	
<i>Rhododendron indica</i>	Formosa azalea	C,F	
	Waucubusa azalea	C,F	
<i>Rhododendron kerume</i>	Coral bells azalea	C,F	
	Hino crimson azalea	C,F	
	Hino pink azalea	C,F	
	Snow azalea	C,F	
<i>Rhododendron maximum</i>	Rhodie max (rosebay)	C,F	
<i>Rhododendron mucronulatum</i>	Rhododendron	F	
<i>Rhododendron satsumi</i>	Gumpo pink azalea	F	
	Higasa azalea	F	
<i>Rhododendron spp.</i>	Azalea	C,F	
	Rhododendron	C,F	
<i>Rhododendron spp. hybrids</i>	Carror azalea	C,F	
	Girard Roberta azalea	F	
	Golden flare exbury azalea	F	
<i>Rhus lancea</i>	Sumac, African	C,F	
<i>Rosa rugosa</i>	Ramanas rose	F	
<i>Rosmarinus officinalis</i>	Rosemary	F	
<i>Senecio cineraria</i>	Dusty miller	C,F	
<i>Spiraea vanhouttei</i>	Bridal wreath	F	
<i>Syringa vulgaris</i>	Lilac, common	C,F	
<i>Syzygium paniculata</i>	Brush cherry	C,F	
<i>Taxus cuspidata</i>	Yew, Japanese	F	
<i>Taxus media</i>	Yew	F	
<i>Thuja occidentalis</i>	Arborvitae, American	C,F	
	Emerald arborvitae	F	
	Globosa-globe arborvitae	F	
	Little giant-dwarf arborvitae	F	
	Nigra-dark American arborvitae	F	
	Pyramidalis arborvitae	F	
	Rheingold arborvitae	F	
	Woodwardii arborvitae	F	

<i>Thuja orientalis</i>	Aureus nana-dwarf golden arborvitae	F
	Minima glauca-dwarf arborvitae	F
<i>Thuja plicata</i>	Red Cedar, Western	F
<i>Trachelospermum jasminoides</i>	Star jasmine, Chinese	F
<i>Veitchia merrillii</i>	Christmas palm	F
<i>Viburnum carlesii</i>	Koreanspice viburnum	C,F
<i>Viburnum davidii</i>	David viburnum	F
<i>Viburnum japonicum</i>	Viburnum	F
<i>Viburnum judd (V X Judii)</i>	Viburnum	C,F
<i>Viburnum opulus sterile</i>	Common snowball viburnum	F
<i>Viburnum plicatum tomentosum</i>	Doublefile viburnum	F
<i>Viburnum setigerum</i>	Tea viburnum	F
<i>Viburnum suspensum</i>	Virburnum, Sandankwa	F
<i>Viburnum tinus</i>	Viburnum, Laurustinus	C,F
	Compactum-spring bouquet viburnum	F
<i>Viburnum tinus compactum</i>	Spring bouquet viburnum	F
<i>Viburnum trilobum compactum</i>	Dwarf cranberry bush	F
<i>Viburnum x pragense</i>	Viburnum	F
<i>Weigela florida</i>	Bristol ruby weigela	F
	Java red weigela	F
	Minuet weigela	F
	Weigela, oldfashioned	F
<i>Xylosma congestum</i>	Xylosma	F
<i>Yucca elata</i>	Yucca, soaptree	C,F
<i>Yucca recurvifolia</i>	Yucca, pendulous	F

Groundcovers/Perennials

Scientific Name	Common Name	Recommended Treatment Method	
		F = Field Grown	
		C = Container Grown	
<i>Agapanthus africanus</i>	Lily-of-the-Nile	C,F	
<i>Ajuga</i> spp.	Carpet bugle	F	
<i>Arctotheca calendula</i>	Cape weed	F	
<i>Asparagus retrofractus</i>	(No common name)	C,F	
<i>Asparagus varieegata</i>	Tree fern	C,F	
<i>Aster novae-angliae</i>	New England aster	C,F	
<i>Aster novi-belgii</i>	New York aster	C,F	
<i>Athyrium nipponicum</i>	Japanese painter fern	C,F	
<i>Brassica oleracea</i>	Wild cabbage	C,F	
<i>Callistephus chinensis</i>	China aster	C,F	
<i>Campanula elatines</i>	Bellflower	C,F	
<i>Carpobrotus edulis</i>	Ice plant, largeleaf (see label)	F	
<i>Clytostoma callistegioides</i>	Trumpet vine, violet	C,F	
<i>Cortaderia selloana</i>	Pampas grass	F	
<i>Cuphea hyssopifolia</i>	False Mexican heather	C,F	
<i>Delosperma alba</i>	White iceplant	F	
<i>Dietes vegeta</i>	Fortnight lily	C,F	
<i>Digitalis mertonensis</i>	Foxglove	C,F	
<i>Doronicum cordatum</i>	Leopard's bane	C,F	
<i>Drosanthemum floribundum</i>	Trailing rosea iceplant	F	
<i>Erianthus ravennae</i>	Hardy pampus grass	C,F	
<i>Festuca ovina glauca</i>	Blue fescue	F	
<i>Gaillardia grandiflora</i>	Blanket flower	C,F	
<i>Gazania rigens leucolaena</i>	Gazania, trailing	C,F	
<i>Gazania</i> spp.	Gazania	F	
<i>Hedera canariensis</i>	Ivy, Algerian	F	
<i>Hedera helix</i>	Ivy, English	F	
<i>Heliotropium fragrans</i>	Common heliotrope	C,F	
<i>Hemerocallis</i> spp.	Daylily	C,F	
<i>Hosta lancifolia</i>	Albo-marginata hosta	C,F	
<i>Hosta</i> spp.	Lily, plantain	C,F	
<i>Heuchera micrantha</i>	Coral bells	C,F	

Groundcovers/Perennials (Cont.)

Scientific Name	Common Name	Recommended Treatment Method	
		F = Field Grown	
		C = Container Grown	
<i>Hypericum</i> spp.	St. Johnswort	C,F	
<i>Iberis sempervirens</i>	Evergreen candytuft	C,F	
<i>Lampranthus spectabilis</i>	Trailing iceplant	F	
<i>Leptospermum scaparium</i>	New Zealand teatree/Manuka	C,F	
<i>Limonium perezii</i>	Statice/Sea lavender	C,F	
<i>Liriope gigantea</i>	White lily turf	F	
<i>Liriope muscari</i>	Lilac beauty lily turf	C,F	
	Majestic lily turf	C,F	
	Monroe white lily turf	C,F	
	Silvery sunproof lily turf	C,F	
	Variagated liriope lily turf	C,F	
	Big blue lily turf	C,F	
<i>Lobelia erinus</i>	Edging lobelia	C,F	
<i>Lonicera japonica</i>	Honeysuckle, Japanese	F	
<i>Mesembryanthemum crystallinum</i>	Ice plant (see label)	F	
<i>Monarda didyma</i>	Bee Balm	C,F	
<i>Ophiopogon japonicus</i>	Mondo grass	F	
<i>Osteospermum fruticosum</i>	Daisy, trailing African	F	
<i>Pachysandra terminalis</i>	Japanese spurge	F	
<i>Pennisetum setaceum</i>	Fountaingrass	C,F	
<i>Polystichum polyblepharum</i>	Tassel fern	C,F	
<i>Sedum brevifolium</i>	Stonecrop	C,F	
<i>Sedum kamtschaticum</i>	Stonecrop	C,F	
<i>Sedum spurium</i>	Stonecrop, tworow	C,F	
<i>Tulbaghia violacea</i>	Society garlic	C,F	
<i>Verbena rigida</i>	Veined verbena	C,F	
<i>Veronica</i> spp.	Speedwell	C,F	
<i>Vinca major</i>	Periwinkle, bigleaf	F	
<i>Vinca minor</i>	Periwinkle, dwarf	F	

Flowers

Scientific Name	Common Name	Recommended Treatment Method	
		F = Field Grown	
		C = Container Grown	
<i>Achillea</i> spp.	Yarrow	C,F	
<i>Antirrhinum majus</i>	Snapdragon	F	
<i>Caladium bicolor</i>	Caldaium, fancy leafed	F	
<i>Chrysanthemum</i> spp.	Chrysanthemum	C,F	
<i>Mixed hybrid</i>	Dahlia	C,F	
<i>Cladium bicolor</i>	Fancy-leafed caladium	F	
<i>Coreopsis lanceolata</i>	Coreopsis	F	
<i>Coreopsis verticulata</i>	Threadleaf coreopsis	C,F	
<i>Dianthus barbatus</i>	Sweet William	F	
<i>Dianthus gratianopolitanus</i>	Cheddar pink	C,F	
<i>Dicentra spectabilis</i>	Bleeding heart	C,F	
<i>Dimorphothecca</i> spp.	Marigold, cape	F	
<i>Echinacea purpurea</i>	Coneflower, purple	C,F	
<i>Evolvulus nuttallianus</i>	Blue daze	C,F	
<i>Geum quellyon</i>	Geum	F	
<i>Gladiolus hortulanus</i>	Gladiolus	F	
<i>Gypsophila paniculata</i>	Baby's breath	F	
<i>Impatiens wallerana</i>	Impatiens (Busy lizzie)	F	
<i>Iris</i> spp.	Iris, bearded	F	
<i>Liatrix spicata</i>	Blazing star	C,F	
<i>Pelargonium hortorum</i>	Geranium	F	
<i>Petunia</i> spp.	Petunia	C,F	
<i>Portulaca grandiflora</i>	Moss, rose	F	
<i>Ranunculus asiaticus</i>	Ranunculus, Persian	F	
<i>Rosa</i> spp.	Rose	F	

<i>Rudbeckia fulgida</i>	Blackeyed susan	C,F
<i>Rudbeckia hirta</i>	Daisy, gloriosa (black-eyed Susan)	F
<i>Salvia</i> spp.	Salvia (Sage)	F
<i>Stokesia laevis</i>	Aster, stokes	F
<i>Strelitzia reginae</i>	Bird of paradise	F
<i>Tagetes</i> spp.	Marigold	F
<i>Viola wittrockiana</i>	Pansy	F
<i>Zinnia elegans</i>	Zinnia, common	F

Non-bearing Trees and Vines†

		Recommended Treatment Method	
		F = Field Grown	
		C = Container Grown	
almond	F	kiwi	F
apple	F	Kumquat	C,F
apricot	F	lemon	F
avocado	F	loganberry	F
blackberry	F	macadamia nut	F
blueberry	F	nectarine	F
boysenberry	F	olive	F
cherry, sour	F	orange	C,F
cherry, sweet	F	peach	F
currant	F	pear	F
dewberry	F	pecan	C,F
elderberry	F	pistachio	F
fig	F	plum	F
filbert	F	pomegranate	F
gooseberry	F	prune	F
grape, American	F	raspberry	F
grape, European	F	walnut, black	F
grapefruit	F	walnut, English	F

† Non-bearing plants are defined as those that will not bear fruit for at least one year after treatment.

Ornamental Bulbs

Surflan AS may be applied for control of susceptible annual weeds in ornamental bulbs, e.g., bulbous iris, daffodil (narcissus), hyacinth, and tulip. Apply Surflan AS to the soil surface 2-4 weeks after planting, but prior to the emergence of annual weeds. For fall planted bulbs, apply Surflan AS again in late winter or early spring to weed-free soil surfaces.

Broadcast Application Rates

Time of Application	Soil Texture	Surflan AS		Minimum Applications (months)	Total Amount Allowed Per Year (qt/acre)
		(qt/acre)	(fl oz/1000 sq ft)		
Fall	Coarse	0.75	0.5	3	1.5
Fall	Medium and Fine	1.5	1.0	3	2.25
Feb. - March	All Soil Textures	0.75	0.5	3	2.25

Special Use Precautions:

Do not apply to tulip plants that have emerged to a height greater than 3/4 inch.

Do not apply to gladiolus corms prior to emergence or less than one (1) inch in diameter.

Shadehouse Areas

Surflan AS may be applied to drainage areas under benches in open shadehouse-type structures where the natural flow of air is unimpeded. Do not apply in enclosed greenhouses or in enclosed shadehouse-type structures. Do not apply within 3 weeks prior to enclosure of greenhouse or poly-typic structures.

Christmas Tree Plantations

Surflan AS Alone

Apply Surflan AS as a directed spray to the soil surface or as an overtop spray to established plantings of field grown Christmas tree species, including fir (*Abies* spp.), pine (*Pinus* spp.), and spruce (*Picea* spp.). Follow all instructions provided in the "General Information" section of this label.

Broadcast Application Rates

Length of Control	Surflan AS		Minimum Time Between Applications (months)	Total Amount Allowed Per Year (qt/acre)
	(qt/acre)	(fl oz/ 1000 sq ft)		
2 - 4 months	2	1.5	2	8
4 - 8 months	4	3	2	8

Tank Mix Combinations

Tank mix combinations of Surflan AS plus other labeled herbicides may be used as directed or overtop sprays in established Christmas tree plantings. When applied according to use directions, these tank mixes will provide control of susceptible weed species listed on the respective product labels. Refer to tank mix product labels for specific use directions, precautions, and limitations before use.

Surflan AS Plus glyphosate: Apply tank mix combinations of Surflan AS plus glyphosate only as directed sprays in Christmas tree plantings. When applied according to use directions, Surflan AS plus glyphosate will provide postemergence control of susceptible weed species listed on the label for glyphosate and residual preemergence control of susceptible weed species listed on the label for Surflan AS. Refer to the label for glyphosate for specific use directions, precautions, and limitations before use.

Special Use Precautions:

Do not apply to Douglas-fir (*Pseudotsuga menziesii*). Do not apply to seedbeds or seedling transplant beds. Apply only to established plants that have been transplanted into their final growing location for a sufficient period of time to allow the soil to be firmly settled around the roots from packing and rainfall or irrigation.

Noncropland Areas and Industrial Sites

Noncropland Areas - Tank Mix Combinations

Tank mix combinations of Surflan AS plus glyphosate and many other labeled herbicides may be used to control undesirable vegetation in noncropland areas such as roadsides, rights-of-way, etc. When applied according to use directions, these tank mixes will provide control of susceptible weed species listed on the respective product labels. Refer to tank mix product labels for specific use directions, precautions, and limitations before use.

Broadcast Application Rates

Length of Control	Surflan AS		Minimum Time Between Applications (months)	Total Amount Allowed Per Year (qt/acre)
	(qt/acre)	(fl oz/ 1000 sq ft)		
2 - 4 months	2	1.5	2	6
4 - 8 months	4	3	4	12
8 - 12 months	6	4.5	8	12

Industrial Sites - Tank Mix Combinations

Tank mix combinations of Surflan AS plus glyphosate, Spike* herbicide, and many other labeled herbicides may be used as overtop sprays to control existing vegetation on industrial sites such as utility substations, highway guard rails, sign posts, and delineators. When applied according to use directions, these tank mixes will provide control of susceptible weed species listed on the respective product labels. Refer to tank mix product labels for specific use directions, precautions, and limitations before use.

Warm Season Turfgrasses

Surflan AS may be applied as a preemergence treatment for control of annual grasses and certain broadleaf weeds in established warm season turf including bahiagrass, bermudagrass, buffalograss, centipede-grass, St. Augustinegrass, zoysiagrass, and established tall fescue growing in warm season areas. Established turf is defined as a dense turf having a well-anchored root system and healthy, vigorous top growth. Use Surflan AS only as a part of a total turf management program that includes good fertilization practices.

Surflan AS may be tank mixed with Gallery* herbicide (California registration pending) and applied preemergence to broaden the spectrum of broadleaf weed control in warm season turf. Refer to the label for Gallery for specific use directions, precautions, and limitations before use.

Any cultural practices that disturb the soil, such as aeration or verticutting, should be done prior to application of Surflan AS.

Surflan AS will not control emerged weeds. Successful preemergence control of weeds listed on this label requires that Surflan AS be applied prior to weed germination and be activated by at least one-half (1/2) inch of rainfall or irrigation within 21 days of application.

Surflan AS may injure turf that is not well established or is stressed or weakened due to unfavorable winter climatic conditions, drought, nematodes, or other factors which damage or weaken turf root systems. Apply Surflan AS only to healthy, well-established turf that has a well-anchored root system.

Do not apply Surflan AS in the spring or early summer to tall fescue turfgrass reseeded the previous fall. In such cases, apply Balan* 2.5G granular herbicide at 60-80 pounds per acre in early summer (Round 1) and Surflan AS at 1.5 quarts per acre approximately eight weeks later (Round 2). Do not apply Surflan AS at the single application rate (2 quarts per acre) to established tall fescue; in such cases, apply 1.5 quarts per acre of Surflan AS in an initial application, followed by a second application of 1.5 quarts per acre 8-10 weeks later.

In bermudagrass areas that have been overseeded with winter grasses, a spring application of Surflan AS will thin the overseeded grasses.

Annual Grasses Controlled by Surflan AS

Summer Annuals:

Common Name	Scientific Name
barnyardgrass (watergrass)	<i>Echinochloa crus-galli</i>
crabgrass, large	<i>Digitaria sanguinalis</i>
crabgrass, smooth	<i>Digitaria ischaemum</i>
crabgrass	<i>Digitaria</i> spp.
crowfootgrass	<i>Dactyloctenium aegyptium</i>
foxtail, bristlegass	<i>Setaria magna</i>
foxtail, giant	<i>Setaria faberi</i>
foxtail, green (pigeongrass)	<i>Setaria viridis</i>
foxtail, robust	<i>Setaria robusta</i>
foxtail, yellow	<i>Setaria glauca</i>
goosegrass (silver crabgrass)	<i>Eleusine indica</i>
Johnsongrass (seedling only)	<i>Sorghum halepense</i>
ryegrass, Italian	<i>Lolium multiflorum</i>
sandbur, field	<i>Cenchrus incertus</i>

Winter Annuals:

Common Name	Scientific Name
bluegrass, annual	<i>Poa annua</i>

Annual Broadleaf Weeds Controlled by Surflan AS

Summer Annuals:

Common Name	Scientific Name
carpetweed	<i>Mollugo verticillata</i>
knotweed, prostrate	<i>Polygonum aviculare</i>
purslane, common	<i>Portulaca oleracea</i>

Winter Annuals:

Common Name	Scientific Name
chickweed, common	<i>Stellaria media</i>
henbit	<i>Lamium amplexicaule</i>

Broadleaf Weeds Suppressed by Surflan AS

Common Name	Scientific Name
groundsel, common	<i>Senecio vulgaris</i>
spurge, prostrate	<i>Euphorbia humistrata</i>
woodsorrel, yellow	<i>Oxalis stricta</i>

Application Rates, Frequency, and Timing of Application

Surflan AS can be applied in the spring for summer annual grass and broadleaf weed control, and in the fall for annual bluegrass (*Poa annua*) and winter annual broadleaf weed control.

Broadcast Application Rates (Warm Season Turfgrasses)

Use Area	Surflan AS		Minimum Time Between Applications (months)	Total Amount Allowed Per Year (qt/acre)
	(qt/acre)	(fl oz/ 1000 sq ft)		
All, except Florida	1.5	1	3	6
Florida	2	1.5	3	6
Florida	1.5	1	3	4.5

1. Summer Annual Grasses and Broadleaf Weeds

Single Application Program: Apply 2 quarts per acre of Surflan AS in late winter or early spring, prior to the onset of conditions favorable for annual weed germination.

Split Application Program: As an alternative to a single application program, Surflan AS may be applied in a split application. This program is desirable when the initial application is made well in advance of weed germination and where weed control is desired for a longer period of time. Apply 1.5 quarts per acre of Surflan AS in an initial application, followed by a second application of 1.5 quarts per acre 8-10 weeks later.

The second treatment of the split application may follow application of a different preemergence grass herbicide in place of the initial application of Surflan AS.

2. Annual Bluegrass (*Poa annua*) and Winter Annual Broadleaf Weeds

In areas of heavy annual bluegrass infestation, its elimination will result in temporary thinning of turfgrass cover. Proper fertilization, irrigation, and soil incorporated reseeding should be employed to speed the restoration of desirable turfgrass cover in areas previously occupied by annual bluegrass (see section on reseeding).

Apply Surflan AS as a preemergence treatment in late summer or early fall, prior to the expected germination period for annual bluegrass and winter annual broadleaf weeds. If annual bluegrass infestation is severe and its elimination will result in thinning of turfgrass cover, apply Surflan AS at 1.5 quarts per acre. If thinning of turfgrass cover is not a potential problem, Surflan AS may be applied at 2 quarts per acre.

Weed Control in Florida

In Florida, apply 1.5 quarts per acre of Surflan AS three times per year, or every 90-100 days, in the fall, early spring, and early summer. Do not apply more than 1.5 quarts per acre of Surflan AS in any single application.

Application Equipment

Apply Surflan AS evenly over the turfgrass area. Avoid spray pattern skips and overlaps that may result in incomplete coverage or over-application. For best results, use application equipment designed to uniformly broadcast liquid herbicides. Calibrate application equipment prior to use, according to manufacturer's directions. Check equipment frequently to make sure it is working properly and distributing spray uniformly.

Reseeding

Herbicides that control annual weeds may also affect establishment of desirable turfgrass seedlings. Reseeding should be delayed for at least 90-120 days following application of Surflan AS. When reseeding, it is essential that proper cultural practices such as soil cultivation and seedbed preparation, irrigation, and fertilization be followed. For satisfactory reseeding results following use of Surflan AS, the seeding rate should be increased and equipment designed to place seed in full contact with soil (such as the Rogers Aero Seeder) should be employed.

Special Use Precautions:

To avoid possible injury, do not apply Surflan AS to:

- Cool season turfgrass species.
- Golf course putting greens and tees or lawns containing dichondra or cool season turfgrass species.
- Newly sprigged or sodded areas of bermudagrass, St. Augustinegrass, centipedegrass, or zoysiagrass until these turfgrasses are well established and have well-anchored root systems.
- Newly hydromulched areas of bermudagrass until such areas are well established.
- Bermudagrass variety "Sun Turf" when tank mixed with atrazine.

**IMPORTANT INFORMATION
READ BEFORE USING PRODUCT**

CONDITIONS OF SALE AND LIMITATION OF WARRANTY AND LIABILITY

NOTICE: Read the entire Directions for Use and Conditions of Sale and Limitation of Warranty and Liability before buying or using this product. If the terms are not acceptable, return the product at once, unopened, and the purchase price will be refunded.

The Directions for Use of this product reflect the opinion of experts based on field use and tests, and must be followed carefully. It is impossible to eliminate all risks associated with the use of this product. Crop injury, ineffectiveness or other unintended consequences may result because of such factors as manner of use or application, weather or crop conditions, presence of other materials or other influencing factors in the use of the product, which are beyond the control of United Phosphorus, Inc. or Seller. Handling, storage, and use of the product by Buyer or User are beyond the control of United Phosphorus, Inc. and Seller. All such risks shall be assumed by Buyer and User, and Buyer and User agree to hold United Phosphorus, Inc. and Seller harmless for any claims relating to such factors.

TO THE EXTENT CONSISTENT WITH APPLICABLE LAW, UNITED PHOSPHORUS, INC. AND SELLER MAKE NO WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE NOR ANY OTHER EXPRESS OR IMPLIED WARRANTY EXCEPT AS STATED ON THIS LABEL.

To the extent consistent with applicable law, United Phosphorus, Inc. or Seller shall not be liable for any incidental, consequential or special damages resulting from the use or handling of this product and **THE EXCLUSIVE REMEDY OF THE USER OR BUYER, AND THE EXCLUSIVE LIABILITY OF UNITED PHOSPHORUS, INC. AND SELLER FOR ANY AND ALL CLAIMS, LOSSES, INJURIES OR DAMAGES (INCLUDING CLAIMS BASED ON BREACH OF WARRANTY, CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY OR OTHERWISE) RESULTING FROM THE USE OR HANDLING OF THIS PRODUCT, SHALL BE THE RETURN OF THE PURCHASE PRICE OF THE PRODUCT OR, AT THE ELECTION OF UNITED PHOSPHORUS, INC. OR SELLER, THE REPLACEMENT OF THE PRODUCT.**

United Phosphorus, Inc. and Seller offer this product, and Buyer and User accept it, subject to the foregoing conditions of sale and limitations of warranty and of liability, which may not be modified except by written agreement signed by the duly authorized representative of United Phosphorus, Inc.

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EPA approved 12/23/05

Rev. 7/1/09

70506-44(100109-3592)



Material Safety Data Sheet

United Phosphorus, Inc.

NFPA	PPE	

Issued Date 19-Jun-2007

Revision Date 23-Aug-2013

Revision Number: 6

1. PRODUCT AND COMPANY IDENTIFICATION

UPI
 630 Freedom Business Center
 Suite 402
 King of Prussia, PA 19406

Emergency Telephone Number
 Chemtrec: (800) 424-9300 (24hrs) or (703) 527-3887
 Medical: Rocky Mountain Poison Control Center
 (866) 673-6671 (24hrs)

<u>Company Information</u>	<u>Contact Information</u>	<u>Phone Number</u>	<u>Available Hrs</u>
UPI	Customer Service R&D Technical Service	1-800-438-6071 610-223-2180	8:00 am to 5:00 pm EST 8:00 am - 5:00 pm (EST)

Product Name Surflan AS Specialty
EPA Reg # 70506-44
Recommended Use Herbicide
Product Code 12U-125

2. HAZARDS IDENTIFICATION

Emergency Overview		
May cause eye and skin irritation		
Prolonged skin contact may cause local redness. May cause an allergic reaction in sensitive individuals		
May cause irritation to the respiratory tract.		
CAUTION		
Appearance Opaque, Orange.	Physical State Liquid.	Odor Slight. Aromatic.

Potential Health Effects

- Inhalation
- Skin contact
- Repeated or long term exposure may cause adverse effects on the liver or thyroid
- Propylene glycol symptoms may include central nervous system depression, headache, dizziness, drowsiness and loss of coordination.

3. COMPOSITION/INFORMATION ON INGREDIENTS

Ingredients Name

Chemical Name	CAS-No	Weight %	OSHA PEL
Oryzalin	19044-88-3	40.4	N/A
Glycerin	56-81-5	<30	TWA: 15 mg/m ³ mist, total particulate TWA: 5 mg/m ³ mist, respirable fraction (vacated) TWA: 10 mg/m ³ mist, total particulate (vacated) TWA: 5 mg/m ³ mist, respirable fraction
Propylene Glycol	57-55-6	<40	N/A

4. FIRST AID MEASURES

Eye Contact Hold eye open and rinse slowly and gently with water for 15 - 20 minutes. Remove contact lenses, if present, after 5 minutes, then continue rinsing eye. Call a poison control center or doctor for treatment advice.

Skin Contact Take off contaminated clothing. Wash off immediately with plenty of water for at least 15 minutes. If skin irritation persists, call a physician.

Inhalation If breathing is irregular or stopped, administer artificial respiration. May cause allergic respiratory reaction. Call a poison control center or doctor for further treatment advice.

Ingestion Call a physician or poison control center immediately. Never give anything by mouth to an unconscious person. Do not induce vomiting unless told to do so by a poison control center or doctor.

Notes to Physician No information available

5. FIRE-FIGHTING MEASURES

Flammable Explosive Properties

Flash Point
>93 C > 200 F

Autoignition Temperature Not applicable

Flammability Limits in Air Not available

Extnguishing Media Use extinguishing measures that are appropriate to local circumstances and the surrounding environment

Fire/Explosion Hazard

This material will become a fire hazard only when a sufficient amount of water has evaporated. At that point, the material will exhibit the flammability characteristics of propylene glycol and oryzalin. The explosive potential of oryzalin as an airborne dust is rated severe. The minimum ignition temperature for a dust cloud is 714 F (379 C).

Hazardous Combustion Products

Oxides of nitrogen, Can emit toxic fumes under fire conditions.

NFPA

Health 1

Flammability 1

Instability 0

6. ACCIDENTAL RELEASE MEASURES

Personal Precautions

Avoid contact with the skin and the eyes. Use personal protective equipment.

Environmental Precautions

Consult a regulatory specialist to determine appropriate state or local reporting requirements, for assistance in waste characterization and/or hazardous waste disposal and other requirements listed in pertinent environmental permits.

Methods for Clean-up

Soak up with inert absorbent material (e.g. sand, silica gel, acid binder, universal binder, sawdust). Sweep up and shovel into suitable containers for disposal.

7. HANDLING AND STORAGE

Handling

Keep out of reach of children. Do not eat, drink or smoke when using this product. Avoid contact with skin and eyes. Wear personal protective equipment.

Storage

Keep container tightly closed in a dry and well-ventilated place.

8. EXPOSURE CONTROLS / PERSONAL PROTECTION

Exposure Guidelines

Chemical Name	Glycerin
ACGIH TLV	TWA: 10 mg/m ³ mist
OSHA PEL	TWA: 15 mg/m ³ mist, total particulate TWA: 5 mg/m ³ mist, respirable fraction (vacated) TWA: 10 mg/m ³ mist, total particulate (vacated) TWA: 5 mg/m ³ mist, respirable fraction

Engineering Controls

Investigate engineering techniques to reduce exposures. Local mechanical exhaust ventilation is preferred. Consult ACGIH ventilation manual or NFPA Standard 91 for design of exhaust systems. PESTICIDE APPLICATORS & WORKERS. THESE WORKERS MUST REFER TO PRODUCT LABELING AND DIRECTIONS FOR USE IN ACCORDANCE WITH EPA WORKER PROTECTION STANDARD 40 CFR PART 170.

Personal Protective Equipment

Eye/face Protection

Where there is potential for eye contact have eye flushing equipment available. Use eye protection to avoid eye contact.

Skin Protection

Long sleeved clothing. Long pants. Chemical resistant gloves. Socks and footwear.

Respiratory Protection

Where airborne exposure is likely, use NIOSH approved respiratory protection equipment appropriate to the material and/or its components. Full facepiece equipment is recommended and, if used, replaces need for face shield and/or chemical goggles. If exposures cannot be kept at a minimum with engineering controls, consult respirator manufacturer to determine appropriate type equipment for given application. Observe respirator use limitations specified by NIOSH or the manufacturer. For emergency and other conditions where there may be a potential for significant exposure, use an approved full face positive-pressure, self-contained breathing apparatus. Respiratory protection programs must comply with 29 CFR 1910.134.

General Hygiene Considerations

Do not eat, drink or smoke when using this product. Wear suitable gloves and eye/face protection. Wash hands before breaks and immediately after handling the product. Remove and wash contaminated clothing before re-use.

9. PHYSICAL AND CHEMICAL PROPERTIES

Appearance	Opaque Orange	Odor	Slight Aromatic
Physical State	Liquid	pH	approx 5.9
Boiling Point/Range	Not available	Melting Point/Range	Not available
Specific Gravity	1.138 to 1.239 @ 25 C	Solubility	Miscible
Evaporation Rate	Not available	Vapor pressure	Not available
Vapor Density	Not available	VOC Content	Not available
Viscosity	Not available	Molecular Weight	no data available
Bulk Density	no data available	Percent Solids	Not available
Percent Volatiles	Not available		

10. STABILITY AND REACTIVITY

Stability

Stable under recommended storage conditions. If water mixture evaporates the resultant mixture should be handled with care as the explosive potential of oryzalin as an airborne dust is rated severe.

Conditions to Avoid	Avoid dust formation
Incompatible Materials	No materials to be especially mentioned
Hazardous Decomposition Products	Toxic gases and fumes may be formed if product is involved in fire. Oxides of nitrogen
Possibility of Hazardous Polymerization	Hazardous polymerisation does not occur

11. TOXICOLOGICAL INFORMATION

Acute Toxicity

Component Information

Oryzalin -

In animals has been shown to cause liver, kidney, bladder, spleen, and/or blood effects. Repeated excessive exposure to crystalline silica may affect lung function and cause silicosis, a progressive and disabling disease of the lungs. Some evidence suggests that kidney effects may also result from excessive exposure. Propylene glycol: Single exposure studies indicate that this material is practically non-toxic if swallowed (rat LD50 21,000 mg/kg) or absorbed through skin (rabbit LD50 20,800 mg.kg) and slightly irritating to rabbit eyes and skin.

This material is widely used in antifreeze, hydraulic fluids, pharmaceutical solvents, food and cosmetics. Workplace experience has shown this material to have low acute and systemic toxicity. Human patch tests indicate that repeated contact causes mild irritation. Although there have been some reports of skin sensitization, studies with large groups of humans and use in topical medical applications suggest that these are likely irritant rather than sensitization responses.

Repeated administration in the diet or through drinking water to rats and dogs showed essentially no adverse effects other than slight liver toxicity. Similar studies in cats showed increase in Heinz body formation in the red blood cells without anemia. Long-term oral studies in rats, dogs, and cats have shown no evidence of carcinogenic or target organ effects other than increased red blood cell turnover. Long-term inhalation exposure in monkeys showed no adverse effects. Developmental toxicity studies in mice, rats, rabbits and hamsters showed no increased birth defects or other adverse effects on the fetus. Mice and cats had no adverse effects on reproductive ability or development and survival of offspring. No genetic changes were observed in tests using bacteria, animal cells, or animals. Glycerin:

No skin allergy was observed in guinea pigs or humans following repeated exposure. Oral administration in clinical use has caused nausea and vomiting. Repeated or long-term oral exposure produced no adverse effects in rats. No adverse effects on fertility or birth defects were observed in rats or their offspring following oral exposure before and during pregnancy. Generally, no genetic changes were observed in tests using bacteria or animal cells.

Single exposure studies indicate that this material is practically non-toxic if swallowed (rat LD50 12,600- 27,200 mg/kg) or absorbed through skin (rabbit LD50 >10,000 mg/kg), no more than slightly toxic if inhaled (rat 1 hr LC50 >0.57 mg/l), and slightly irritating to rabbit eyes and skin.

Chronic Toxicity

Carcinogenicity

Thyroid follicular cell tumors observed in rats were considered a secondary response caused by mechanisms not relevant to humans. Benign skin and adnexal tumors observed in rats may also have been secondary to thyroid effects. In vitro and animal mutagenicity studies on oryzalin and propylene glycol were negative.

12. ECOLOGICAL INFORMATION

Ecotoxicity

Oryzalin -

Bioconcentration potential is low (BCF <100 or low Pow <3)

Degradation is expected in the soil environment within days to weeks.

Material is highly toxic to aquatic organisms on an acute basis (LC50/EC50 between 0.1 and 1 mg/L in most sensitive species).

Material is slightly toxic to birds on an acute basis (LD50 is between 501 and 2000 mg/kg).

Acute oral LD50 in bobwhite (*Colinus virginianus*) is 1046 mg/kg.

Acute oral LD50 in honeybee (*Apis mellifera*) is >100 ug.

13. DISPOSAL CONSIDERATIONS

Waste Disposal Method

Pesticide wastes are acutely hazardous. Improper disposal of excess pesticide or rinsate is a violation of Federal law. If the wastes cannot be disposed of by use or 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. Do not discharge effluent containing this product into lakes, streams, ponds, estuaries, oceans, or other waters unless in accordance with the requirements of a National Pollutant Discharge Elimination System (NPDES) permit. Do not discharge effluent containing this product to sewer systems without previously notifying the local sewage treatment plant authority. Do not apply directly to wetlands or water.

Contaminated Packaging

Non refillable container. Do not reuse this container. Clean container promptly after emptying. [For containers smaller than 5 gallons] Triple rinse as follows: Empty the contents into application equipment or a mix tank and drain for 10 seconds after the flow begins to drip. Fill the container 3/4 full with water and recap. Shake for 10 seconds. Pour rinsate into application equipment or mix tank or store rinsate for later use or disposal. Drain for 10 seconds after the flow begins to drip. Repeat this procedure two more times. [For containers larger than 5 gallons] Triple rinse or pressure rinse as follows:
Triple rinse: Empty the remaining contents into application equipment or a mix tank. Fill container 1/4 full with water. Replace and tighten closures. Tip container on its side and roll back and forth, ensuring at least one complete revolution, for 30 seconds. Stand container on its end and tip back and forth several times. Empty rinsate into application equipment or a mix tank or store rinsate for later use or disposal. Repeat this procedure two more times.
Pressure rinse: Empty remaining contents into application equipment or a mix tank and continue to drain for 10 seconds after the flow begins to drip. Hold container upside down over application equipment or mix tank or collect rinsate for later use or disposal. Insert pressure rinsing nozzle in the side of the container, and rinse at about 40 psi for at least 30 seconds. Drain for 10 seconds after flow begins to drip.
The offer for recycling if available, or puncture and dispose of in a sanitary landfill, or by incineration, or by other procedures allowed by state and local authorities.

14. TRANSPORT INFORMATION

12U-125
Surflan AS Specialty

DOT When shipped domestically by highway in non-bulk containers this product can be shipped as not regulated. When shipped in bulk, by vessel, or internationally use the IMDG shipping description:

Proper Shipping Name Environmentally hazardous substance, liquid, n.o.s (Oryzalin)
Hazard Class 9
UN-No UN3082
Packing Group PG III
Marine pollutant Y.

ICAO

UN-No UN3082
Proper Shipping Name Environmentally hazardous substance, liquid, n.o.s (Oryzalin)
Hazard Class 9
Packing Group PG III
Description Marine pollutant

IATA

UN-No UN3082
Proper Shipping Name Environmentally hazardous substances, liquid, n.o.s. (Oryzalin)
Hazard Class 9
Packing Group PG III
ERG Code 9L
Description Marine pollutant

IMDG/IMO

Proper Shipping Name Environmentally hazardous substances, liquid, n.o.s. (Oryzalin)
Hazard Class 9
UN-No UN3082
Packing Group PG III
Marine pollutant yes

15. REGULATORY INFORMATION

International Inventories

Chemical Name	TSCA	DSL	NDSL	EINECS/ ELINCS	ENCS	CHINA	KECL	AICS
Oryzalin				X			97-3-168	X
Glycerin	Present	X		X	(7)-338 (2)-242	X	KE-29297	X
Propylene Glycol	Present	X		X	(2)-234	X	KE-29267	X

USA

Federal Regulations

SARA 313
 Y

Chemical Name	CAS-No	Weight %	SARA 313 - Threshold Values
Oryzalin	19044-88-3	40.4	1.0

SARA 311/312 Hazardous Categorization
 Chronic Health Hazard No

12U-125
Surflan AS Specialty

Acute Health Hazard	Yes
Fire Hazard	No
Sudden Release of Pressure Hazard	No
Reactive Hazard	No

Clean Water Act

Clean Air Act, Section 112 Hazardous Air Pollutants (HAPs) (see 40 CFR 61)

This product contains the following HAPs:

Chemical Name	CAS-No	Weight %	HAPS data	VOC Chemicals	Class 1 Ozone Depletors	Class 2 Ozone Depletors
Glycerin	56-81-5	<30		Group II		
Propylene Glycol	57-55-6	<40		Group I		

CERCLA

RCRA

Pesticide Information

Component	FIFRA - Restricted Use	FIFRA - Pesticide Product Other Ingredients	FIFRA - Listing of Pesticide Chemicals	California Pesticides - Restricted Materials
Oryzalin 19044-88-3 (40.4)			X	
Glycerin 56-81-5 (<30)			X	
Propylene Glycol 57-55-6 (<40)			X	

State Regulations

California Proposition 65

This product contains the following Proposition 65 chemicals:

Chemical Name	CAS-No	Category	California Prop. 65	Non-additive, corrosive chemical type
Oryzalin	19044-88-3	Carcinogen	Carcinogen	

State Right-to-Know

Chemical Name	Massachusetts	New Jersey	Pennsylvania	Illinois	Rhode Island
Oryzalin		X			
Glycerin	X	X	X		
Propylene Glycol		X	X		

International Regulations

Mexico - Grade Not available

Component	Category	Carcinogen Status	Exposure Limits
Oryzalin 19044-88-3 (40.4)	Carcinogen		

12U-125
Surflan AS Specialty

Glycerin 56-81-5 (<30)			Mexico: TWA 10 mg/m ³
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Canada

This product has been classified in accordance with the hazard criteria of the Controlled Products Regulations (CPR) and the MSDS contains all the information required by the CPR.

WHMIS Hazard Class
Not determined

16. OTHER INFORMATION

Revision Date 23-Aug-2013

Revision Summary
Recurrent confirmation/update of data

UPI, Inc. believes that the information and recommendations contained herein (including data and statements) are accurate as of the date hereof. NO WARRANTY OF FITNESS FOR ANY PARTICULAR PURPOSE, WARRANTY OF MERCHANTABILITY, OR ANY OTHER WARRANTY, EXPRESSED OR IMPLIED, IS MADE CONCERNING THE INFORMATION PROVIDED HEREIN. The information provided herein relates only to the specific product designated and may not be valid where such product is used in combination with other materials or in any process. Further, since the conditions and methods of use are beyond the control of UPI, Inc. UPI, 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.

End of MSDS