

**BID SPECIFICATIONS
ISSUED BY THE
STRATFORD BOROUGH SEWER UTILITY**

**307 UNION AVENUE
STRATFORD, NEW JERSEY
08084**

**MICHAELA BOSLER
ACTING BOROUGH CLERK**

856-783-0600

**SEWER LINE CHEMICAL ROOT CONTROL
TECHNICAL SPECIFICATIONS**

**BIDS DUE NOVEMBER 4, 2020
4:00 P.M.**

WITH ADDENDA

INVITATION TO BID

Take note that the STRATFORD SEWER UTILITY shall receive sealed proposals from qualified bidders to furnish, deliver and install sewer line chemical root control for approximately 11,827 linear feet.

Said bids shall be received no later than 4:00 p.m. local time on the 4th day of November, 2020 at:

Stratford Borough Hall
307 Union Avenue
Stratford, New Jersey 08084
ATTN: Michaela Bosler
Acting Borough Clerk

The Bidder understands that the Stratford Sewer Utility reserves the right to reject any or all Bids, or to waive any informality or technicality of any Bid, in the interest of the Borough of Stratford.

The term “qualified Contractors” used above pertains to the ability to complete the enclosed Bidder’s Package.

BID SUBMISSION PROCEDURES

Bids must be submitted in a sealed envelope plainly marked on the outside with the name of the project and the name and address of the Bidder. The Bid must be delivered to the Borough Hall prior to the Bid opening at the above address for submitted Bids.

PUBLIC BID OPENING AND READING

DATE: Wednesday, November 4, 2020
TIME: 4:00 P.M.
PLACE: Borough Hall, 307 Union Avenue, Stratford, NJ 08084

Said Bids will be received at the Borough of Stratford, 307 Union Avenue, Stratford, Camden County, New Jersey. Bids may be mailed to the attention of Ms. Michaela Bosler, Borough Clerk, or dropped off at the Municipal Building during regular business hours by scheduled appointment only.

Please contact Ms. Michaela Bosler at (856) 783-0600 beforehand to schedule for bid drop-off.

Bids will be opened and read aloud in public on Wednesday, November 4, 2020 at 4:00.M. via a Zoom meeting which can be joined electronically using the following information:

Link: <https://zoom.us/meeting/register/tJcqce2ppjIpHdIHvKplhpg93TDMfkoBspmp>

Meeting ID: 937 6418 9376

Password: 021178

**NON-COLLUSION AFFIDAVIT
STATE OF NEW JERSEY
COUNTY OF CAMDEN**

I, _____ of the (City, Town, Borough) of _____ in the County of _____ and the State of _____ of full age, being duly sworn according to law on my oath depose and say that:

I am _____ of the firm of _____, the Bidder making the Proposal for the above named project, and that I executed the said Proposal with full authority so to do; that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said Proposal and in this affidavit are true and correct, and made with full knowledge that the State of New Jersey relies upon the truth of the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no persons or selling agency has been employed or retained to solicit, or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee except bona fide employees or bona fide established commercial or selling agencies maintained by _____.

(Name of Corporation)

_____ N.J.S.A. 52:34015
Type or print name of affiant under signature

Subscribed and sworn to
before me this ____ day
of _____, 20__.

Notary Public

My commission expires:

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

OPS Number: ___N/A_____

Proposer: _____

PART 1

Pursuant to Public Law 2012, c. 25 any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates (any parent, successor, subunit, direct or indirect subsidiary, or any entity under common ownership or control with, any entity), is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the State of New Jersey, Department of Treasury, Division of Purchase and Property website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>

Bidders must review this list prior to completing the below certification. Failure to complete the certification will render a bidder's proposal non-responsive. If the Authority finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

PLEASE CHECK THE APPROPRIATE BOX:

I certify, pursuant to Public Law 2012 c. 25, that neither the bidder listed above nor any of the bidder's Parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012 c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. I will skip Part 2 and sign and complete the Certification below.

OR

I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

PART 2

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the box below.

Name: _____

Relationship to Proposer: _____

Description of Activities:

Duration of Engagement: _____ Anticipated Cessation Date: _____

Proposer Contact Name: _____ Contact Phone Number: _____

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the Authority is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the Authority to notify the Authority in writing of any changes to the answers or information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the Authority and the Authority at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): _____

Signature: _____

TITLE: _____

DATE: _____

CERTIFICATION

The undersigned a (corporation, partnership, individual) under the laws of the State of New Jersey having principal offices at:

I hereby certify that I have read and fully understand the specifications provided by the Borough Clerk and further certify that the bid herein is within full compliance of said specifications.

BIDDER: _____

SIGNATURE: _____

ADDRESS: _____

TELEPHONE _____

DATE _____

**PROCUREMENT AND SERVICES CONTRACTS
AFFIRMATIVE ACTION
QUESTIONNAIRE**

Please complete this questionnaire and return it with your bid/quote.

1. Does your company have a Federal Approved Affirmative Action Plan?

Yes or No _____

If yes, Submit a photocopy of the Federal Letter of Approval.

If no, does your company have a New Jersey Certificate of Approval?

2. Does your company employ more than 50 employees?

Yes or No _____

If yes, an Affirmative Action Employee Information Report (AA-302) will be issued at the time of award.
(To be returned with your contract documents.)

If no, an Affiant for companies with less than 50 employees will be required.

I certify that the above information is correct and true to the best of my knowledge.

NAME _____

TITLE _____

DATE _____

SIGNATURE _____

In accordance with N.J.S.A. 52:25-24.2 (P.L. 1977 c.33), the full names and residences of all persons who possess an interest of ten (10) percent or greater in any sole proprietorship, partnership, or corporation bidding on this Proposal must be listed below. If one or more such stockholder(s) or partner(s) is itself a corporation or partnership, as the case may be, shall also be listed. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner exceeding the ten (10) percent ownership criteria established in this act, has been listed, and additional sheets shall be attached hereto for that purpose if necessary.

NAME	PERCENT OWNED	ADDRESS
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____
6. _____	_____	_____

_____, the signer of the above Proposal, being duly sworn, says that the several (signer's name printed/typed) matters stated therein are in all respects true to the knowledge of the deponent.

BIDDERS NAME _____
SIGNATURE _____
TITLE _____
ADDRESS _____

Place seal here
(If bid is by Corporation)

Sworn to and subscribed to before me this _____ day of _____, 20_____.

Notary Public

State of _____
County _____

BID SECURITY

The Bid Bond, Certified Check, or Cashier's Check requirement is not a requirement of the bid process.

EXCEPTIONS

The specifications contained herein are to be considered the minimum acceptable descriptions of the service desired. Contractors may take exceptions to certain parts of some, but only if the exception is of equal or superior construction methods. The Owner shall be the sole judge as to whether or not the substitution offered is, in fact, equal or superior. Bidders who take exceptions must list their exceptions on a separate list. **TAKING COMPLETE EXCEPTION TO THESE SPECIFICATIONS SHALL CAUSE IMMEDIATE REJECTION OF THE PROPOSAL.**

All signatures shall be in writing, and no proposal shall be considered unless so signed.

MANDATORY CONTRACT DISPUTE PROCEDURES

The Bidder agrees to Mandatory Contract Dispute Procedures required by N.J.S.A. 40A:11-41.1, as described below.

In an effort to resolve any disputes that arise during the construction of the project or following the completion of the project, the Bidder and Owner agree that all disputes between them arising out of or relating to the performance of the work described in the Contract Documents shall be submitted to non-binding mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Request for mediation shall be filed in writing with the other party to the Contract and with the American Arbitration Association.

The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

The Bidder further agrees to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with subcontractors, subconsultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

Nothing in this section shall prevent the Owner from seeking injunctive or declaratory relief in court at any time. The alternative dispute resolution practices required by this section shall not apply to disputes concerning the bid solicitation or award process, or to the formation of contract or subcontracts to be entered into pursuant to P.L. 1971, c. 198 (C:40A:11-1 et seq).

PREVAILING WAGE COMPLIANCE DECLARATION

To: Borough of Stratford
For: Stratford Sewer Utility Root Control Project

The Contractor hereby agrees to comply in all respect with the New Jersey Prevailing Wage Act, Chapter 150, P. L. 1963 as amended. A copy of the prevailing wage rates pertaining to the work and issued by the New Jersey Department of Labor and Industry entitled, "Prevailing Wage Rate Determination," is on file in the Engineer's office or is included herein or may be obtained from the New Jersey Department of Labor and Industry. Workers shall be paid not less than the prevailing wage rate. In the event it is found that any workers employed by the Contractor or any Subcontractor covered by the contract herein has been paid a rate of wages less than the prevailing rate required to be paid by such contract, the Owner may terminate the Contractor's or Subcontractor's right to proceed with the work or such part of the work as to which there has been a failure to pay required wages and to prosecute the work to completion or otherwise. The Contractor and his sureties shall be liable to the Owner for any excess costs occasioned thereby.

Before final payment is made by or on behalf of the Owner of any sum or sums due to the work, the Contractor or Subcontractor shall file with the Owner, written statements in form satisfactory to the commissioner of Labor and Industry certifying to the amounts then due and wages due on account of the work, setting forth therein the names of the persons whose wages are unpaid and the amount due to each respectively which statement shall be certified by the oath of the Contractor or Subcontractor as the case may be in accordance with the said New Jersey Prevailing Wage Act.

The prevailing wage rate shall be determined by the Commissioner of Labor and Industry or his duly authorized deputy or representative.

The undersigned is an (individual) (partnership) (corporation) under the Laws of the State of _____ having principal offices at _____.

BIDDER: _____

SIGNATURE: _____

NAME: _____

TITLE: _____

DATE: _____

SUBCONTRACTORS IDENTIFICATION FORM

To: Borough of Stratford
For: Stratford Sewer Utility Root Control Project

N.J.S.A. 40A: 11-16 provides that Bidders on public building projects shall provide “the name or names of all subcontractors to whom the bidder will subcontract the furnishing and/or installation of all kindred work, each of which subcontractors shall be qualified in accordance with this act.”

The Contract Documents also require the Bidder to provide the name, address and description of work to be performed by all subcontractors.

Name of Bidder: _____

Address: _____

The undersigned Bidder declares that the subcontractors listed below be used as subcontractors to complete certain portions of the work in this project.

The bidder shall not list alternate subcontractors. The Subcontractors Identification Form shall set forth the scope of work for which the subcontractor has submitted a price quote and which the Bidder has agreed to award to each subcontractor should the Bidder be awarded the contract.

Subcontractor
Name and Address

Nature of Work to be
Completed by Subcontractor

ATTACH ADDITIONAL SHEETS IF NECESSARY

Signature of Bidder’s Authorized Representative: _____

Title: _____

Date: _____

BIDDER QUALIFICATION FORM

To: Borough of Stratford
For: Stratford Sewer utility Root Control Project

Name of Bidder: _____

Address: _____

Phone _____ Date _____

1. How many years has your organization been in business under your present name? _____

2. Have you ever failed to complete any work awarded to you? _____

If so, where and why? _____

2. Has any officer or partner of your organization ever failed to complete a contract handled in his own name? _____

3. Have any liens or lawsuits of any kind been filed against any of your contracts? _____ Give full details. _____

4. List surety companies which have previously bonded the Bidder (give name, address, and amount of Bond) _____

5. List all uncompleted contracts currently held by the Bidder. State the Owner's name and the amount of the contract. _____

7. The Bidder shall state below, or on attached sheets, at least three (3) projects the Bidder has completed which is similar to this Project. The information provided by the Bidder shall include the name of Owner, description of the Project, and dollar value of work completed. This information will be considered by the Owner to judge the Bidder's experience, skill and business standing. Please include dates of completion.

8. Provide the name, address and phone number for reference for the three (3) Projects listed above.

Name and Address

Telephone Number

Signature of Bidder's Authorized Representative: _____

Title: _____

Date: _____

INSURANCE CERTIFICATES

To: Borough of Stratford
For: Stratford Sewer Utility Root Control Project

Project: _____

Name of Bidder: _____

Address: _____

The Bidder is required to attach hereto certificate (s) of Insurance establishing insurance coverage for liability, workers compensation, and vehicle coverage.
The insurance certificate(s) must be submitted with the Bid.

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127) N.J.A.C. 17:27

GOOD PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of this notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

EXHIBIT A (Cont'd)

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and service contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA032 (electronically provided by the Division and distributed to the public agency through the Division's a website (www.state.nj.us/treasury/contract_compliance))

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

**CONTRACTOR SPECIFICATION FOR FOAMING ROOT CONTROL HERBICIDE
FOR USE IN SANITARY SEWERS**

I. LINE PREPARATION PRIOR TO COMMENCING FOAM HERBICIDE APPLICATION:

- A. The Customer shall ensure that all lines indicated on the plan for treatment with foaming herbicidal root control are free from obstructions that would prevent inserting the foaming hose and 3" diameter nozzle to treat the entire length of pipe between manholes.
- B. The Customer shall clear all lines of such obstructions six to eight weeks prior to start of foaming herbicidal treatment.
- C. If cleaning is necessary before a foam treatment application, the following procedures are recommended.
 - 1. Use of high-pressure hydraulic jet cleaning is the preferred method for cleaning and cutting of roots. It is desirable to allow such cleaning to precede the application of root control herbicides by at least six weeks.
 - 2. Mechanical cutting of roots is not recommended, unless there is such dense root intrusion (root rating of 6 or higher that it will constrict flow of the foam, passage of the hose or prohibit effective access or treatment. If mechanical cutting must be used, do so at least six weeks prior to application of the root control herbicides.
 - 3. During treatment of sewer lines on steep hillsides with fast flow, it is recommended that lines be bypassed for four to six hours. If lines cannot be bypassed, then lines will be foam-coated.

II. FOAMING ROOT CONTROL HERBICIDE

- A. The Customer acknowledges that lines foamed for root control need to be left undisturbed after treatment for a minimum of six months so that the biological disintegration of the root masses can take place. If the City for any reason uses a hydro cleaner in a previously foamed line it will record this in the line history file. The City is aware that the high-pressure water can wash away the root growth inhibiting herbicide.
- B. When root control treatment precedes application of grouting or sealing compounds used in some rehabilitation processes, a waiting period of six weeks is required prior to the removal of dead roots. Roots should be removed with a mechanical root cutter. The use of high -pressure water should always be avoided following foaming for root control as it can wash away the root growth inhibiting herbicide.
- C. The foaming root control product shall be composed of two non-systemic herbicides for controlling roots in sewer lines. It shall be a water-dispersible formulation of anhydrous Sodium Methylidithiocarbamate (Metam-Sodium) with 2, 6-dichlorobenzonitrite.

D. Product must be currently registered by the U. S. EPA for root control use in sanitary sewer lines, and must additionally be registered in each state in which it is sold.

III. FORMULATION:

A. The root control product shall be formulated containing no more than 31.0% by weight of Metam-Sodium and no less than 1.95% active ingredient by weight of a 50% 2, 6-dichlorobenzonitrile wettable powder. This powder must have a particle size of not less than 95% through an ASTM 325 mesh (44 micron) screen to assure adequate suspension and low abrasion in the foam-making equipment. The foaming herbicide shall contain no heavy metals in any of its components. The Metam-Sodium shall be mixed during manufacture with the proper amount of foaming agent (approximately one quart in each gallon of concentrate) to produce stable and effective foam. The foaming root control herbicide should not be applied directly with a jetter truck without the additional compressed air system which is instrumental in creating the proper foam.

B. The foaming root control herbicides will be mixed with water to produce a solution; all solutions will be at a proportion no less than 5% concentrate to 95% water. The solution will yield a minimum 20 gallons of foam for each gallon of solution. A machine that assures the foam will completely fill the intended pipeline must generate the foam. The equipment and herbicide must function so as to deposit the foam a minimum of 500 feet into the sanitary sewer lines.

C. When foam-coating:

Foam-coating is a patented method of putting foam on roots in large lines, 12" or larger by using a jetter and a special design nozzle to distribute foam on roots above the water line. The nozzle allows foam to be deposited on roots in the upper section of the pipe, above the water line, coating roots with 2" to 3" of foam. This method has been proven to be the best and most cost effective, without the expense of blocking off lines or pumping out lines.

IV. INSPECTION:

A. It is recommended that the agency contracting work provide regular on-site inspection of work in process to verify:

1. Complete filling of line sections.
2. Proper proportion of all ingredients prescribed by label mixing instructions on a fully approved package.
3. Foam quality to assure it is neither too dry or too wet for optimum contact of active ingredients with all surfaces.

B. Agency is to verify that:

1. The Metam-Sodium is mixed during manufacture with the proper amount of foaming agent and packaged in their five-gallon containers, stored on site in sufficient quantity to complete the job. Batch mixing from larger containers, offsite or onsite, is illegal in many states and is not allowed.
2. Carton and containers are legally labeled in accordance with EPA state and Federal standards and satisfy USEPA established definition of a properly labeled and manufactured product.
3. The Bidder shall submit with his proposal illustrative brochures or technical data, including a Material Safety Data Sheet (MSDS), and a specimen label showing the EPA registration listing numbers on the offered herbicide. The brochures or informational data shall clearly indicate compliance with the Specifications.
4. Dosage is accurate and packaged in a five-gallon container for each mix with 100 gallons of water.
5. Bidder will provide the Borough a list of clients where the described foaming herbicide has been used for five years or longer.

These steps will help your agency assure it receives the most scientifically accurate product as designed and that application is optimized to provide root control accord with long established standards and practices.

V. METHODS OF HERBICIDE ROOT CONTROL APPLICATION:

A. The most effective method is application with a two-stage nozzle to be used on a hydraulic jet cleaner. This method allows cleansing of the root surface; with water immediately prior to generation of foam in precise accord with product labeling and recommendations for retrieval rate suited to the line size and flow characteristics.

B. The foaming herbicide root control product must be applied by use of a hydro cleaner, equipped with a factory approved crossover method to jet the hose up or down to the prescribed distance. The reason for this is to wash the grease and slime from roots to get optimum kill of the roots. The hose must utilize a two-stage nozzle with the capability to first “jet” downstream, or upstream, then foam as the hose is withdrawn. During the withdrawal of the hose, foam must be injected into the line with sufficient pressure as to fill the line completely with the herbicidal foam and to go up the sewer laterals ten to fifteen feet.

VI. SAFETY

- A. The contractor will provide all equipment and follow proper operation and safety procedures to perform the work. For safe handling and proper mixing, a suction type product loading system must be utilized. To assure maximum applicator safety, hose must be inserted into the sewer line by means of a hydraulic jetter. Hose insertion by mechanical means into the sewer line will not be allowed.
- B. The contractor must employ all precautions and handling requirements on the product label.
- C. Special equipment is to be used to permit complete access to all lines for application of sewer root control without manhole entry.

VII. EQUIPMENT

- A. The equipment used in foam generation shall meet the herbicide manufacturer's specifications and be capable of generating the specified quantity and quality of foam as described above.

VIII. CONTRACTING SERVICES/QUALIFICATIONS

- A. All contractors bidding should provide proof of CERTIFICATION AND TRAINING by the herbicide manufacturer and have passed the state requirements licensing them as contractors of pesticide/herbicidal product.
- B. Only CERTIFIED CREWS shall be used for application of the herbicide systems of root control herein described.

IX. RECORD KEEPING

The contractor shall compile records for each line segment in which root control chemicals are applied. Such records shall:

- Be accurate, complete and legible
- Include the date of treatment, sections of line treated, amount of chemical concentrate used, equipment used, and any other pertinent data the City finds applicable
- Note special field conditions, access problems or unusual line conditions, including abnormal flow
- Record weather conditions and temperatures
- Be submitted in accordance with the Customer's inspection requirements

ADDENDUM

GENERAL

The Purpose of the project specified herein is to apply chemical root control agents to sanitary sewers, in order to kill the root growth present in the lines and to inhibit regrowth, without permanently damaging the vegetation producing the roots. The chemical agent shall be Razorooter II or Vaporooter or equivalent products approved by the Owner in writing prior to the bid date.

CONTRACT PERIOD

The initial term of the contract shall be for the period of one year. The contract may be extended for additional one-year periods up to a total of three additional years, with the mutual consent of the Owner and the Contractor. Price changes for succeeding years shall be adjusted in accordance with the consumer price index for the Owner's local.

POLLUTION AND LIABILITY INSURANCE

The Pollution Liability Insurance described herein is in addition to all other insurance required of the Contractor by the Owner, including any insurance described in the general conditions, any insurance required by law, or any other insurance requested by the Owner.

At the time of bid opening, the Contractor shall submit written evidence that he has obtained pollution liability coverage. This coverage shall protect the Contractor, the Owner, and the Owner's officers, agent and employees from claims for damages for bodily or personal injury, sickness or disease, including death, and from claims for damages to property and/or the environment, which may arise directly out of the use of chemicals and/or pollution. The minimum amount of such insurance shall be \$1,000,000. total loss. An "A" rated insurance company shall provide the Contractor's Pollution Liability Insurance.

In addition, the Contractor's commercial general liability limits must be not less than \$2,000,000., total occurrence limit, and include pesticide or herbicide applicator coverage.

MANNER OF APPLICATION

All work shall be performed according to label instructions and in accordance with the beset recommended practice for conditions present in the line under treatment. All applications shall be done by foaming or other methods as provided on the product label.

The application of material shall be performed in such a way as to contact roots within the primary main line sewer to be treated. Effort will also be made to penetrate secondary lateral sewers in order to contact roots residing in the "wye" connections. Foam quality shall be sufficient to penetrate "wye" connections, effectively treat large diameter pipe and to enhance treatment effectiveness overall. Therefore, applications of chemicals designed to generate foam "chemically" on contact with water shall not be accepted.

GUARANTEE

For each sewer section (manhole-to-manhole) that is treated under the Contract, the Contractor shall guarantee the work as follows: At the option of the Owner, the Contractor shall, at his own expense, re-teat a sewer section, or refund 100% of the payment received to treat that section, in the event that: (1) live roots are found in the section within six months after application; or (2) the section plugs up and floods due to tree root obstructions within a period of two years, beginning on the date of treatment, and ending two years after the date of treatment. Re-treatments, performed at no charge in honor of the guarantee, do not extend the expiration date of the guarantee.

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

EXTENDED GUARANTEE WITH REPEAT TREATMENTS

Whenever the Owner can provide documentation to prove a section of sewer line has been treated with Vaporooter or Razorooter II, and if that section is treated with a repeat application within the expiration of the previous guarantee, the guarantee for the re-treatment is for an additional three years, not two years as noted above for first time treatments. This guarantee is valid no matter who the Contractor is doing the re-treatment of the sewer line. Note this bid is for a section of line that is still under guarantee for previous treatment of Razorooter II.

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

ADDENDA AND INTERPRETATIONS

If an interpretation of the meaning of the specifications or other contract documents shall be made from any Bidder verbally, it shall not be binding. Every request for such interpretation shall be in writing and addressed to the Purchaser to be given consideration. Any and all interpretations and/or supplemental instructions issued that shall be in the form of written addenda to the specifications shall be mailed by certified mail to all prospective Bidders not later than five (5) days prior to the date fixed for the opening of bids. Failure of any Bidder to receive any such addendum or interpretation shall not relieve any Bidder from any obligation under his bid as submitted. All addenda so issued shall become a part of the contract documents.

ADDENDA

Add to active ingredient permitted:

Diquatdibromide

Per the Insurance Requirements:

The limits for commercial general liability must be not less than \$1,000,000.00 each occurrence/\$2,000,000.00 total occurrence limit, and include still pesticide or herbicide applicator coverage.

Page 13, Contractor's Qualification Page

The following is being changed in the last section of this page:

Contractor's NJ Certified Pesticide Applicators
(List 2 minimum)

1. Name _____ Certification #: _____

2. Name _____ Certification #: _____

All addenda so issued shall become a part of the contract documents.

CONTRACTOR'S QUALIFICATION PAGE
(Submit with Bid)

Failure to complete this page in full, and to provide valid, existing licenses and insurance, as required, will render this bid non-responsive and result in the rejection of this bid.

Contractor Name: _____

Contractor's NJ Pesticide Business License # _____

Contractor's Federal Department of Transportation #: _____

Name of Proposed Chemical Root Control Agent: _____

USEPA Root Control Agent Registration #: _____

NJ Root Control Product Registration #: _____

Does the Contractor have Pollution Liability Insurance as specified? _____

Contractor's Pollution Liability Insurance Carries: _____

Does the Contractor have a minimum 5 years of experience in the type of work specified? _____

Are two (2) copies of Contractor's employee Certificate of Completion in confine space entry training per Federal Code 29 CFR 1910.146, attached? _____

Contractor's NJ Certified Pesticide Applicators (List 3 minimum)

1. Name _____ Certification # _____

2. Name _____ Certification # _____

3. Name _____ Certification # _____

BIDDER'S REFERENCE PAGE
(Submit with Bid)

The Contractor shall submit municipal references for chemical sewer root control work, which the Owner can verify. Each reference shall be for work actually performed by the Bidder. All references shall pertain to actual root control performed by the Bidder (Sub-Contractor references are not applicable). References work shall have been performed with the manner of application specified herein. Submit sufficient references on a project by project basis.

ALL REFERENCES WILL BE TREATED AS THE CONTRACTOR'S CONFIDENTIAL BUSINESS INFORMATION. Previous work the Owner may be used as references. Complete each item for all three (3) references.

Owner/Agency:	
Address:	
Address:	
City, State, Zip	
Contact:	
Phone:	

Owner/Agency:	
Address:	
Address:	
City, State, Zip	
Contact:	
Phone:	

Owner/Agency:	
Address:	
Address:	
City, State, Zip	
Contact:	
Phone:	

Only Contractors experienced in this type of work will be considered.

PROPOSAL PRICE RANGE
(Submit with Bid)

Sewer line chemical root control, including all labor, materials, equipment and associated costs, shall be paid for at the unit price bid per linear foot of each size pipe. Unit prices are to be computed per linear foot manhole-to-manhole.

PIPE SIZE	UNIT PRICE PER LINEAR FOOT	ESTIMATED FOOTAGE	TOTAL PRICE
6 INCH	_____	_____	_____
8 INCH		11,827	
10 INCH	_____	_____	_____
12 INCH	_____	_____	_____
15 INCH	_____	_____	_____
18 INCH	_____	_____	_____
21 INCH	_____	_____	_____
24 INCH	_____	_____	_____

Total Price
(in figures) _____

(Total Price in words) _____

The Owner reserves the right to reject any or all bids. Bidders are cautioned not to attach any conditions; limitations, or provisions to the proposal as such conditions, limitations or provisions will render their bid informal and cause its rejection.

Submittals: Failure to enclose the following will render this bid non-responsive and result in the rejection of this bid.

- _____ Specimen Label with MSDS
- _____ Pollution Liability Insurance Certificate
- _____ Contractor's qualification Page
- _____ Contractor's Reference Page
- _____ Contractor's Confined Space Entry Employee Certificates (2 minimum)

Roadway	Description	Length (linear feet)
Warwick Road	#64 to #60	290
Warwick Road	#60 to West Temple	220
Warwick Road	#46 to #42	245
Sunnybrook Road	Sunnybrook Court to #28	212
Sunnybrook Road	#28 to #34	212
Parkview Road	Overhill Rd to Rolling Rd	330
Parkview Road	Overhill Rd to #160	312
Parkview Road	#160 to #149	424
Parkview Road	Knoll Rd to Rolling Rd	326
Longwood Drive	#14 to Homestead Rd	150
Longwood Drive	Homestead Rd to #22	284
Longwood Drive	#22 to #30	276
Longwood Drive	#30 to #38	320
Longwood Drive	#38 to #46	320
Longwood Drive	#46 to #54	330
Longwood Drive	#54 to #60	300
Knoll Road	#19 to Knoll Court	408
Knoll Road	Knoll Ct to #4	218
Knoll Road	#4 to Overhill Rd	190
Hillside Road	#20 to #14	170
Hillside Road	#14 to #6	296
Hillside Road	#6 to Longwood Dr	266
Hillside Road	#28 to #32	164
Hillside Road	#32 to Winding Way Rd	386
Holly Road	#14 to Hillside Rd	294
Holly Road	Winding Way Rd to #8	296
Holly Road	#8 to #14	300
Green Tree Road	#12 to Winding Way Rd	400
Evergreen Road	#7 to #13	244
Evergreen Road	#13 to #21	298
Homestead Road	Winding Way Rd to #22	310
Homestead Road	#22 to #18	100
Homestead Road	#18 to Buttonwood Rd	446
Homestead Road	#3 to Buttonwood Rd	114
Warwick Road	#1 to Elinor Ave	200
Warwick Road	Elinor Ave to #9	180
Warwick Road	#8 to Temple Ave	202
S. Temple Avenue	Warwick Rd to #1	100
S. Temple Avenue	#1 to College Circle	144
S. Temple Avenue	College Circle to Drexel	76
S. Temple Avenue	Drexel to #3	210
S. Temple Avenue	#3 to Duke	130
S. Temple Avenue	Duke to #9	344
S. Temple Avenue	#9 to Bryn Mawr	234
S. Temple Avenue	Bryn Mawr to Beaver Circle	276
Winding Way Road	Winding Way to Hillside	280
Total		11,827 linear feet