

DEPARTMENT OF PUBLIC WORKS

Gentlemen:

The Mayor and Council of the Borough of Glen Rock will receive sealed bids for the application of Sewer Line Chemical Root Control.

Attached are the specifications for the services desired by the Borough of Glen Rock. Sealed bids accompanied by a bid bond or certified check for 10% of the bid amount, will be received and opened on _____, 2016, in the Council Chambers of the Municipal Building, One Harding Plaza, Glen Rock, New Jersey 07452.

All bids must be submitted in a sealed envelope clearly marked as follows:
“Sewer Line Chemical Root Control – Technical Specifications”.

Any questions you may have or any additional information you may require should be referred to Robert Tirserio, Director of Public Works, 473 Doremus Avenue, Glen Rock, New Jersey 07452. Telephone 201-670-3978 between the hours of 8:00 A.M. and 3:00 P.M., Monday to Friday.

Bidders must comply with the New Jersey Public Contracts laws and regulations as set forth in the affirmative action laws as promulgated pursuant to P.L. 1975-C.127.

The Mayor and Council reserves the right to reject any and all not deemed in the best interest of the Borough of Glen Rock.

The Borough of Glen Rock will inspect all units bid to assure all services stipulated in the specifications meet the minimum requirements.

Bidders shall state any and all exceptions to these specifications.

Bidders shall state any and all warranties or guarantees offered by the service provider(s).

BID SHEET

Mayor and Council
Borough of Glen Rock
Municipal Building
One Harding Plaza
Glen Rock, New Jersey 07452

Honorable Mayor and Council:

Having reviewed the specifications and fully understand and accept the requirements of this bid, I/we submit the following for your consideration.

Sewer Line Chemical Root Control

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.

STREET NAME	LENGTH (feet)	PIPE SIZE (inches)
Keith Place	514	8
Keith Place Easement	350	8
Leigh Terrace	597	8
Franklin Place	405	8
Andover Place	1043	8
Ellsworth Terrace	1093	8
Chadwick Place (Beekman to Tilghman)	627	8
Beekman Place	783	8
Radburn Road	1530	8
Belvidere Road	1635	8
Kirkwood Place	633	8
Berwyn Place	370	8
Monmouth Road	841	8
Nottingham Road	549	8
Edgemont Road	537	8
Stonefield Avenue	1058	8
Salem Court	205	8
Wadsworth Road	384	8
Carol Court	378	8
Carol Court Easement	312	8

Gramercy Place	1352	8
Brookfield Avenue	1053	8
Brookfield Avenue Easement (Brookfield through PSE&G ROW to Harristown Road)	440	8
Oaklynn Place	361	8
Rocklynn Place	344	8
Glen Boulevard and Diamond Court	1100	8
Hazelhurst Avenue (#70 to dead end)	467	8
Prospect Street (between Grove Street and Ridgewood border line)	1218	8
East Gramercy Place (Prospect Street to dead end)	1462	8
Rodney Street (between Maple Avenue and Waldron Street)	1263	8
TOTAL LINEAR FEET:	22,904	

Signature: _____ **Date:** _____

Company: _____

Address: _____

Contact: _____

Phone/Ext.: _____ **Other:** _____

SEWER LINE CHEMICAL ROOT CONTROL

TECHNICAL SPECIFICATIONS

TABLE OF CONTENTS

1. General
2. Contractor Responsibilities
3. Guarantee
4. Composition of the Chemical Root Control Material
5. Manner of Application
6. Property Damages Caused by the Contractor
7. Protection of Wastewater Treatment Plant
8. Pollution and Liability Insurance
9. Compliance with Laws
10. Qualifications
11. Assistance provided by the Owner
12. Contract Period
13. Payment
14. Substitutes and Proven Equivalents

Attachments to be submitted with bid proposal

Proposal Price Page

Contractor's Business & Applicator Qualifications Page

Contractor's Reference Page

SEWER LINE CHEMICAL ROOT CONTROL
TECHNICAL SPECIFICATIONS

1. GENERAL

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

The submission of the Bid shall be considered as prima-facie evidence that the Bidder (a.k.a., the Contractor) has familiarized himself with and understands all the conditions under which the Contract is to be awarded, performed, and administered. **No letter, stipulation, or exception submitted with a bid shall be accepted.**

2. CONTRACTOR RESPONSIBILITIES

The Contractor's attention is drawn to the following terms, conditions and responsibilities:

- a. Bidders must be licensed with the New Jersey Department of Environmental Protection **prior to the bid date**. All Bidders must have a minimum level of pesticide application experience, (see section 10), and employ a State Certified pesticide applicator on the job site at all times.
- b. Contractor shall provide Pollution Liability Insurance; in addition to all other insurance specified herein (see section 8).
- c. The Contractor shall provide a money back guarantee on all work specified herein as set forth below (see section 3).
- d. The Contractor is responsible for all property damage and for all clean up and restoration associated with any chemical spill. (See section 6).
- e. Where work is located in high traffic areas, the Contractor shall place proper traffic warning devices to protect the specific job site and to prevent accidents or personal injury to the public
- f. The Contractor shall use a reduced-pressure-zone backflow prevention device whenever accessing fresh water for mixing chemical.
- g. The Contractor shall return every 4 to 8 months throughout the life of the guarantee, in order to evaluate the success of the project, and to arrange any free guarantee work that may arise.
- h. The Contractor must comply with all Federal, State and Local Laws, with special attention to those laws that pertain to the handling, transportation, and use of any hazardous materials, and disposal of all pesticide containers

3. 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-treat 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 the 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; or flooding caused by a surcharged or plugged sewer section downstream from a guaranteed sewer section. This guarantee applies to main line sewers only. The 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.

4. COMPOSITION OF THE CHEMICAL ROOT CONTROL MATERIAL

The chemical root control agent shall be registered with the EPA and the New Jersey Department of Environmental Protection, and shall be labeled for use in sewers to control tree roots. The chemical root control agent shall contain an active ingredient for controlling sewer roots and deterring their re-growth. The chemical agent shall also contain a surfactant system to deliver the active ingredient (herbicide) to the target root tissue.

A. With respect to worker safety, the active ingredient shall:

1. Be classified by the U.S. EPA as a general use, or non-restricted use pesticide. Materials classified as restricted use by the U.S. EPA shall not be accepted.
2. Have a "signal word" assigned by the U.S. EPA of either "Warning" or "Caution." Pesticides carrying the signal word "Danger" shall not be accepted.
3. Be non-volatile in order to minimize exposure to workers and other individuals by inhalation.
4. Not be readily absorbed through the skin.

B. With respect to the protection of the wastewater treatment plant, the active ingredient shall:

1. Be proven to have negligible detrimental effects on wastewater treatment plant processes, including nitrification and denitrification.
2. Be non-toxic to *Ceriodaphnia Dubia* (water fleas) at maximum application rates.
3. The product shall not contain metam-sodium or copper sulfate.

C. The surfactant system contained in the product shall:

1. Produce a dense, small bubble, clinging foam, which sustains its shape for minimum of one hour.
2. Enhance the penetration of herbicide into root masses.
3. Be an APG (alkyl Polyglucoside) based compound. APG's (formulations of vegetable oil and carbohydrate from agricultural products) are required.
4. The characteristics of the desired foam requires the use of specialized equipment. Products which are designed to generate bubbles chemically upon contact with water **shall not be accepted.**

5. MANNER OF APPLICATION

Each sewer main shall be flushed to clear the line of any loose debris or deposits prior to any chemical root control agent being applied. The method of application shall have a two-stage nozzle to be used on a hydraulic jet cleaner. This method allows cleansing of the root surfaces 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.

All work shall be performed according to label instructions and in accordance with the best 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. Sewer service to homeowners shall not be interrupted.

6. PROPERTY DAMAGES CAUSED BY THE CONTRACTOR

Should the Contractor or his employees cause any damage to public or private property, the Contractor will be required to make repairs immediately. The Owner may, however, elect to make repairs or replacements of damaged property and deduct the cost of such from moneys due or to become due the Contractor under this contract with the Owner.

7. PROTECTION OF WASTEWATER TREATMENT PLANT

The Contractor shall take all steps necessary and appropriate to prevent adverse effects on wastewater treatment plant processes during the application process.

Notwithstanding the requirement that the active ingredient shall not adversely effect wastewater treatment plant processes, (See Section 4.B,) in the event that a wastewater treatment plant experiences any reduction in operating efficiency during the execution of the contract, the Contractor shall immediately suspend all applications, at the direction of the Owner. The contractor shall continue operations only after problems at the wastewater treatment plant have been corrected, satisfactory to the Wastewater Treatment Plant Operator.

The Contractor shall have in his possession, and make available to the Owner on request, a recent study from an accredited research facility documenting the effects of the product on wastewater treatment plant facilities. At a minimum, this study shall address the toxicity of the product on wastewater treatment plant biota, including nitrifiers and denitrifiers, the toxicity of the product on treatment plant effluent, and the environmental fate of the product. This requirement is mandatory.

8. 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 the 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, agents and employees from claims for damages for bodily or personal injury, sickness or disease, including death, and from claims for damages to property and/or the environment, which may arise directly out of the use of chemicals and/or pollution. The minimum amount of such insurance shall be \$5,000,000 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 \$10,000,000, total occurrence limit, and include pesticide or herbicide applicator coverage.

9. COMPLIANCE WITH LAWS

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

10. QUALIFICATIONS

The Contractor must demonstrate a minimum level of five (5) years direct experience in applying chemical sewer root control agents. The Contractor must have performed at least 10 other jobs

similar in size and scope to the work specified herein, and have treated in excess of 500,000 linear feet of sanitary sewer. Any work performed by subcontractors for the Contractor will not be considered.

The Contractor must be licensed as a pesticide application business with the New Jersey Department of Environmental Protection **prior to the bid opening**. Contractors who do not meet the experience and other qualifications specified herein shall not be considered for award of the contract. **Each bidder is required to submit with his bid the contractor qualification form attached to these specifications**. Additional references, up to ten, may be requested by the Owner.

All work must be performed by Certified Pesticide Applicators licensed with the New Jersey Department of Environmental Protection. Certified Pesticide Applicators shall have a minimum three years experience in performing the type of work specified, and shall each have personally performed a minimum of 500,000 linear feet of treatments as a Certified Pesticide Applicator and/or under the direct supervision of a Certified Pesticide Applicator. A list of Certified Pesticide Applicators must be submitted with the bid (minimum of three).

11. ASSISTANCE PROVIDED BY THE OWNER:

- a. A representative of the Owner will accompany the Contractor's crew, and/or sewer system drawings will be provided showing the exact locations of the pipes to be treated.
- b. The Owner shall provide for the entering of private lands, public lands and right-of-ways.
- c. The Owner shall provide a source of fresh water at a location or locations to be designated by the Owner.
- d. The Owner shall locate and uncover hidden or buried manholes, and restore street surfaces, easements, etc.

12. 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 period up to a total of three additional years, with the mutual consent of the Owner and Contractor. Price changes for succeeding years shall be adjusted in accordance with the consumer price index for the Owner's locale.

13. PAYMENT

Payment to the contractor shall be made only after all work specified by the Contract has been completed to the Owner's satisfaction, and all reports and submittals requested by the specifications or the Owner have been received by the Owner

14. SUBSTITUTES AND PROVEN EQUIVALENTS

Use of any substitute or equivalent procedures, methods, or materials must be approved by the Owner in writing **prior to the bid date**.

PROPOSAL PRICE PAGE
(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	EXTENDED PRICE
6 inch		0	
8 inch		22,904	
10 inch		0	
12 inch		0	
15 inch		0	
18 inch		0	
21 inch		0	
24 inch		0	

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)

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 New Jersey Pesticide Business License #: _____

Contractor Federal Department of Transportation #: _____

Name of Proposed Chemical Root Control Agent: _____

USEPA Root Control Agent Registration #: _____

New Jersey Root Control Product Registration #: _____

Does the Contractor have Pollution Liability Insurance as specified? _____

Contractor's Pollution Liability Insurance carrier: _____

What is the AM Best rating for your Pollution Insurance carrier? _____

Does the Contractor have a minimum 5 years of experience in the type of work specified, treated in excess of 500,000 lineal feet of root treatments, and completed at least 3 other jobs similar in size and scope, which the Owner can verify? _____

Are two (2) Copies of Contractor employee Certificates of Completion in confined space entry training, per federal code 29 CFR 1910.146, attached? _____

Does the Contractor have a recent study documenting the effects of the product on wastewater treatment plants? _____

Contractor's New Jersey Certified Pesticide Applicators
(List 3 minimum)

1. Name: _____ Certification #: _____

2. Name: _____ Certification #: _____

3. Name: _____ Certification #: _____

BIDDERS REFERENCE PAGE
(Submit with Bid)

The Contractor must submit municipal references for chemical sewer root control work, which the Owner can verify. Each reference must be for work actually performed by the Bidder. All references must pertain to actual root control work performed by the Bidder (sub-contractor references are not applicable). Reference work must have been performed with the manner of application specified herein. Submit sufficient references on a project by project basis; so that the completed work in total for said municipalities exceeds the specified limit of 500,000 lineal feet of root treatments (minimum of three).

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

TOTAL FOOTAGE TREATED _____

Only Contractors experienced in this type of work will be considered. Failure to provide sufficient verifiable references where total work exceeds 500,000 linear feet will result in rejection of this bid.

