



NOTICE TO BIDDERS

Sealed bids will be received by the City of Stephenville, at City Hall, 298 W Washington Street, Stephenville, TX 76401 until 2:00 pm, Thursday, August 4, 2022, at which time bids duly delivered and submitted will be considered for:

SEWER ROOT CONTROL CONTRACT

Bids should be addressed to Tricia Wortley, Purchasing Manager, 298 W. Washington, Stephenville, TX 76401.

Any bid received after stated closing time will be returned unopened. If bids are sent by mail to the City, the bidder shall be responsible for actual delivery of the bid to the City Secretary before the advertised date and hour for opening of bids. If mail is delayed either in the postal service or in the internal mail system of the City of Stephenville beyond the date and hour set for the bid opening, bids thus delayed will not be considered and will be returned unopened.

Until the final award by the City of Stephenville, said City reserves the right to reject any and/or all bids, to waive technicalities, to re-advertise, to proceed otherwise when the best interest of the City will be realized hereby. Bid award is not solely based on price alone.

All bids must be submitted on original bid forms. Any changes to the form or failure to label packaging on the bid, may disqualify it. All packaging on bids (including courier envelope) will be submitted sealed and plainly marked with:

**NAME AND ADDRESS OF BIDDER
SEWER ROOT CONTROL CONTRACT
BID NUMBER 3307**

It is not the intent of the City of Stephenville to offer proprietary specifications, or to eliminate any vendor from bidding by the use of brand names. If brand names are used it is for example only and understood the "or equal" will be accepted.

Bids shall be held firm for a period of 60 days unless otherwise stated in the bid specifications, instructions to bidders, or on the bid sheet.

**PLEASE NOTE THAT MOST COURIER SERVICES DO NOT OFFER BEFORE
10:30 AM SERVICE TO STEPHENVILLE**

ITB 3307

STANDARD INSTRUCTIONS TO BIDDERS

Bids that contain any omission, erasures, or alterations, or additions of items not called for in the bid documents, or irregularities of any kind, may or may not be considered.

Deviations from specifications and alternate bids must be clearly shown on the bid form with complete information attached to form. They may or may not be considered.

Upon bidders submitting bids they shall not withdraw or cancel such bids and all sums deposited with such bids will be held by the City of Stephenville until all bids submitted shall have been canvassed and award of contract made, signed and if a performance bonds is required furnished and approved. All sums deposited with bids will then be returned to the respective bidders.

The City of Stephenville, Texas is exempt from State of Texas Sales Tax and a Tax Exemption Certificate shall be furnished by the City of Stephenville, Texas to the successful bidder upon request.

No employee of the City of Stephenville shall have financial interest, direct or indirect, in any contract with the City, or be financially interested, directly or indirectly, in the sale to the City of any land, material, supplies or services.

Discounts: Show rate, total amount, and latest day any discount will be allowed after receipt of article and correct invoice.

This contract is subject to cancellation upon thirty day written notice by the City of Stephenville without cause.

Liquidated Damages: In the event delivery is not made within the stated time period, (without acceptable reasons for delay and written consent from the City) the City reserves the right to place the order with the next available vendor and the awardee shall be liable for any increase in price as liquidated damages, it being agreed that said

sum is a fair and reasonable estimate of actual damages the City will incur. Bidder will not be held liable for failure to make delivery because of strikes; conscription's of property, governmental regulations, acts of God, or any other causes beyond his control; provided an extension of time is obtained from the Division of Purchasing.

Exceptions: Any catalog or manufacturer's reference in this proposal is descriptive, but not restrictive, and is used only to indicate type and grade. Bids on other items of similar and equal quality will be considered, provided the bidder states on the face of this proposal exactly what he intends to furnish, including any variation to the specifications and literature, otherwise he shall be required to furnish the items as specified on the proposal. Any other exceptions to any portions of these terms and conditions or deviations from written specifications shall be shown in writing on the bid document form or attached to bid form.

Quantities: Quantities shown are estimated, based on projected use. It is specifically understood and agreed that these quantities are approximate and any additional quantities will be paid for at the quoted price. It is further understood that the supplier shall not have any claim against the City of Stephenville for quantities less than the estimated amount.

Prices: The bidder should show in the bid document both the unit price and total amount, where required, of each item listed. In the event of error or discrepancy in the mathematics, the unit price shall prevail.

Delivery Date: Bidders shall state delivery date on all order.

F.O.B Point: All prices of item(s) shall be quoted FOB City of Stephenville destination.

The City of Stephenville reserves the right to award this bid in whole or in part.

STANDARD INSTRUCTIONS TO BIDDERS

It is desirable that bids are accompanied by two sets of specifications to support items bid. The City of Stephenville reserves the right to determine specification requirements on all items bid.

Eligible Bidder: Bidders are limited to those persons or firms qualified and engaged in a full time business and can assume liabilities for any performance or warranty service required.

Nonresident-Reciprocal Bid Act: You are advised the City of Stephenville, Texas is bound by House Bill 620. The law provides that in order to be awarded a contract as low bidder, non-resident bidders (out-of-state contractors whose corporate office or principal place of business is outside the State of Texas) bid projects in Texas at an amount lower than the lowest Texas resident bidder by the same amount that a Texas resident bidder would be required to underbid a non-resident bidder in order to obtain a comparable contract in the state in which the non-resident's principal place of business is located. After making that determination you are instructed to advise the Purchasing Department in writing of that fact with a copy of the applicable state statute.

Based on local government code 252.043, the contract will be awarded to the lowest responsible bidder **OR** to the bidder who provides goods or services at the best value for the municipality. Therefore price is not the only consideration in the bid award.

By signing this bid, Vendor hereby certifies that it is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State. Vendor further certifies and verifies that neither Vendor, nor any affiliate, subsidiary, or parent company of Vendor, if any (the "Vendor Companies"), boycotts Israel, and Vendor agrees that the Vendor and Vendor Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include terminating business activities or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli controlled territory.

Please be advised that Stephenville does not receive courier services before 10:30 a.m.

TECHNICAL SPECIFICATION
REQUIREMENTS-TYPE SERVICE CONTRACT
SEWER LINE CHEMICAL ROOT CONTROL

1. DEFINITIONS OF TERMS USED IN THESE SPECIFICATIONS

Contractor: Any individual, partnership, firm, or corporation submitting a bid in accordance with these specifications.

Owner: The City of Stephenville, Texas or any other person or persons appointed by the Owner to act on behalf of the Owner with respect to the execution of the contract.

Pesticide: From the Code of Federal Regulations, Title 40: “any substance or mixture of substances intended for preventing, destroying, or mitigating any pest, and any substance or mixture of substances intended for use as a plant regulator, defoliant, or desiccant (162.3.ff)” including “root controls herbicides intended to prevent the growth of, or kill roots in certain sites such as sewer lines and drainage tiles (162.3.ff.9.iv).”

State Pesticide Regulatory Agency: Texas Department of Agriculture

USDOT: United States Department of Transportation

USEPA: The United States Environmental Protection Agency

Wastewater Treatment Plant: Any facility or facilities used to treat flows from any sewer in which the Contractor performs any work or introduces any material.

2. GENERAL

The City of Stephenville is seeking proposals for a “turnkey” job, in which the contractor provides all equipment, personnel and materials to accomplish the work.

A chemical root control agent designed specifically to control sewer line tree root intrusions shall be applied to sanitary sewers, according to the following specifications. The purpose of the application is to kill the root growth present in the lines and to inhibit root re-growth, without permanently damaging the vegetation producing the roots, and without disrupting wastewater treatment plant processes. The chemical agent shall be SeweRout or equivalent.

The chemical product shall contain a herbicide to destroy root tissue, a herbicide to deter re-growth, and a foaming surfactant to deliver the herbicides to the target root growths. It shall be currently registered with the USEPA and the State Pesticide Regulatory Agency. It shall be labeled for use in sewers to control tree roots. The Contractor shall submit, with his bid, specimen product label(s) and Material Safety Data Sheets for any chemical root control agents that the Contractor proposes to use on the contract. The chemical shall be applied as foam to sewers in strict accordance with the manner of application set forth in these specifications. The foam shall be pumped under sufficient pressure to assure that the entire sewer section is completely filled with foam, and to assure that the foam passes through lateral pipe connections to a distance of **10 to 15 feet up service laterals**. The Contractor shall be responsible for insuring that the chemical root control treatments shall

not have any adverse effects on wastewater treatment plants and/or receiving waters downstream from the applications. The Contractor shall be required to take all necessary steps to prevent said adverse effects, at the Contractor's expense. The Contractor shall provide in addition to other insurances, **Pollution and Chemical Liability insurance**, of the type specified herein. (Section 13)

Only licensed, experienced contractors who meet the standards set forth in CONTRACTOR'S & CONTRACTOR'S FOREMAN QUALIFICATIONS (SEC. 14) below shall be considered for award of the contract. The Job shall be supervised by a licensed Applicator, certified by the State Pesticide Regulatory Agency, and must meet the experience requirements set forth herein.

The Contractor shall guarantee all treatments in accordance with the terms of the guarantee as set forth herein.

The Contractor shall comply with all terms and conditions of these specifications. The submission of the Bid shall be considered as prima facie evidence that the Bidder has familiarized himself with and understands the conditions under which the Contract is to be awarded, performed, and administered. Bidders must satisfy themselves by personal examination of the location of the proposed work or by other such means as they may desire as to actual conditions and requirements of the work.

3. REQUIREMENTS CONTRACT

The contract shall be a requirements contract. The Owner is not obligated to any minimum or maximum quantities under the Contract. The Owner intends to issue a purchase order or orders to the Contractor to whom the Contract is awarded for services on an as-needed basis, although nothing in this document or elsewhere in the contract documents shall be construed as obligating the Owner to do so.

4. CONTRACT PERIOD

The initial term of the contract shall be for the period of one (1) year starting October 1, 2022 and ending September 30, 2023. The contract may be extended for additional one year periods up to a total of four (4) additional years, at the sole option and discretion of the Owner.

5. AUTHORITY OF THE OWNER

The Owner shall decide all questions in relation to the contract documents or the execution of the contract, and the Contractor's obligations and performance thereunder. The Owner shall decide every question which may arise relative to the fulfillment of the contract on the part of the Contractor. Nothing contained in this section or elsewhere in the contract documents shall be construed as limiting the extent of the Contractor's responsibility for payment of damages resulting from his operations under the contract.

By submitting a bid, the Contractor agrees to hold harmless and indemnify the Owner, its officers, agents, servants, and employees, against any claims, losses, or damages of any character and from any expenses related thereto.

6. STOP WORK ORDERS AND CONTRACT TERMINATION BY THE OWNER

The Owner may order the Contractor to stop work at any time, without cause. Verbal instruction to the Contractor's crew foreman by an authorized representative of the Owner shall be deemed sufficient notice of cancellation.

The Owner may terminate the contract at any time without cause, at the sole discretion of the Owner.

In the event a stop work order is issued or the contract is terminated, the Owner shall only be obligated to pay for that portion of the work completed by the Contractor to the satisfaction of the Owner, prior to the issuance of the stop work order or contract termination.

7. PAYMENTS

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. No partial or progress payments will be made.

The Owner may retain part or all of any monies due to the Contractor to insure performance of the Contractor with respect to the Contractor's obligations, including those specified under the guarantee, or to insure that the Contractor makes good on any and all claims made against the Contractor or the Owner arising out of the Contractor's performance on the contract.

8. WORK SCHEDULE AND TIME FOR COMPLETION

In the event that the Owner desires to have work performed by the Contractor during the contract period, the Owner shall issue a purchase order to the Contractor.

Upon receipt of the purchase order, the Contractor shall start work within thirty calendar days, and complete all work in a timely fashion to the satisfaction of the Owner. Failure of the Contractor to respond to purchase orders and complete work in a timely fashion to the satisfaction of the Owner will result in cancellation of the contract.

The contractor shall provide 48-hour notice to the Owner prior to starting work on any portion of the contract. All work shall be performed during normal business hours observed by the Owner. Work during other hours, weekends, or holidays observed by the Owner, may only be performed with permission from the Owner. The Owner reserves the

right to inspect all work as it is performed, and to reject any work that in the opinion of the Owner is defective in workmanship and materials.

9. PROPERTY DAMAGES CAUSED BY THE CONTRACTOR

Should any damage be caused to public or private property by the contractor or his employees or agents, the Contractor will be required to make repairs immediately. The Owner may, however, elect to make repairs or replacement of damaged property and deduct the cost of such from monies due or to become due the Contractor under this or any other contract with the Owner. All repair and/or replacement must be performed to the satisfaction of the Owner.

10. PROTECTION OF WASTEWATER TREATMENT PLANT AND RECEIVING WATERS

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

The Contractor attests, through submittal of a bid, or through agreeing to the contract, that the Contractor is expert in this type of work, and recognizes and understands the risks posed by this type of work on wastewater treatment plant processes. The Contractor shall not rely on the Owner for guidance in this regard.

Introduction of any materials in any wastewater treatment plant must be with the approval of the wastewater treatment plant operator for that plant.

The Contractor shall notify the Wastewater Treatment Plant Operator of any wastewater treatment plant that may be effected by the Contractor's performance of the contract, of the date and time of all intended work, and provide the Operator with data or other information requested by the Operator, including specimen product labels and Material Safety Data Sheets, for any materials introduced to the collection system.

The Contractor shall provide the Wastewater Treatment Plant Operator with names and phone numbers of individuals in a position to notify the Contractor's crews of the need to immediately stop work, including the names and phone numbers of the Owner, The Contractor, and the hotel or other local phone numbers of the Contractor's on-site supervisor. The Contractor shall maintain daily communications with the Wastewater Treatment Plant Operator to assure that the chemical root control treatments are not having any adverse effects on wastewater treatment plant processes. In the event that a wastewater treatment plant experiences any reduction in operating efficiency during the execution of the contract, whether the result of the chemical treatments or not, the Contractor shall immediately suspend all applications, and notify the Owner. The Contractor shall continue operations only after problems at the wastewater treatment plant have been corrected, and the Contractor has taken appropriate steps, satisfactory to the Owner and the Wastewater Treatment Plant Operator, to prevent recurrence of any problems at the wastewater treatment plant that may be the result of chemical applications.

The Contractor shall be **financially responsible** for any adverse effects on wastewater treatment plant processes which are, directly or indirectly, caused by the chemical applications, including but not limited to the following: damages to plant processes or equipment, clean-up and restoration costs, fines imposed on the Owner or on the operator of the wastewater treatment plant by State or Federal agencies, pollution of receiving waters, and civil suits. The Contractor shall further indemnify and hold harmless the Owner, and the operator of the wastewater treatment plant, against all costs, including legal expenses, relating to treatment plant failure or other damages or pollution caused, directly or indirectly, by the application of chemicals by the Contractor.

11. COMPOSITION OF THE CHEMICAL ROOT CONTROL MATERIAL

The chemical root control agent shall be SeweRout or an equivalent product.

Root re-growth inhibitor: The active ingredient for inhibiting re-growth of root intrusions in sanitary sewer lines shall inhibit root cell growth on contact, but shall not be transported so as to damage other portion of the parent plant. The material shall bind firmly to the soil in the vicinity of openings in pipe joints so as to form a persistent chemical barrier suppressing the growth of root tips. The material shall be sufficiently stable under the conditions of use to provide protection for twelve months or longer, but shall be subject to decomposition in wastewater treatment plants without disturbing the treatment plant processes. The root cell growth inhibiting agent shall be 2,6-Dichlorobenzonitrile.

The chemical root control agent shall be registered with the EPA and the State Pesticide Regulatory Agency, and shall be labeled for use in sewers to control tree roots. Only materials whose label instructions conform to these specifications shall be accepted. All application procedures must be in strict conformance with these specifications **and** label instructions. Use of any root control herbicide in a manner inconsistent with labeled instructions is a violation of Federal law.

The active ingredient shall not adversely affect the performance of the wastewater treatment plant when applied properly in accordance with manufacturer's recommendations.

Compounds containing copper and/or other known priority pollutants, as defined by the Federal EPA, shall be disallowed.

12. COMPLIANCE WITH TRANSPORTATION LAWS

The Contractor is directed to ensure compliance with all USDOT regulations relative to commercial vehicle numbering, placarding and registration; driver licensing, driver drug testing, and record keeping; and all other pertinent requirements contained in Federal Motor Carrier Safety Regulations. The Contractor's Federal DOT number must be submitted with bid.

13. POLLUTION LIABILITY INSURANCE

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

At the time of the bid opening, the Contractor shall submit written evidence that he and all his subcontractors have 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 \$500,000 total loss. This insurance shall be provided to the contractor by an insurance company that holds at least an "A" rating by A.M. Best rating service.

In addition, the Contractor's commercial general liability limits must be not less than \$3,000,000 total occurrence limit, and include pesticide or herbicide applicator coverage.

Contractor's Automobile liability insurance limits must be not less than \$1,000,000. Workers Compensation shall be the statutory limits as required by law. City of Stephenville must be included as an additional insured for bodily and property damage, and added as certificate holder.

14. CONTRACTOR AND CONTRACTOR'S FOREMEN QUALIFICATIONS

The Contractor must demonstrate a minimum level of five (5) years direct experience in applying chemical sewer root control of the type specified herein. Such work experience must be direct, and the work must have been performed by the Contractor's own crews. The Contractor must have performed at least ten (10) other jobs of similar 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 subcontractor for the Contractor will not be considered direct contractor experience.

Contractors must be licensed as pesticide application businesses with the State Pesticide Regulatory **prior to the bid opening**. Bids from Contractors who intend to obtain the necessary pesticide application licenses after the bid opening shall be considered unresponsive. 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 qualifications form attached to these specifications.

All work must be performed by Certified Pesticide Applicators licensed with the State Pesticide Regulatory Agency. Certified Pesticide Applicators shall have a minimum three (3) years experience in performing the type of work specified and shall each have personally performed a minimum of 300,000 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).

15. MANNER OF APPLICATION

Where sewer cleaning, grouting, or relining is specified or required, the foaming root control shall be performed a minimum of 60 days in advance of those operations, to maximize the biological decay of the root masses.

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

A foam discharge hose shall be inserted throughout the entire length of the sewer section to be treated. To avoid injury to plant tissue that would reduce the effectiveness of the treatments, hydraulic or mechanical sewer cleaning machines shall not be used on any sewer section scheduled for treatment for a period of at least sixty (60) days prior to the treatment. Hydraulic or mechanical sewer cleaning machines may not be used to convey the foam discharge hose through the sewer section, or to convey ropes or cables through the sewer section. Acceptable methods of conveying the foam discharge hose through the sewer section are:

- a) Manually or mechanically shoving the foam discharge hose through the section, or
- b) Floating a rope through the sewer section and using the rope to pull the foam discharge hose into the section.

The equipment used shall discharge foam at approximately 30 PSI, so as to force foam up connecting lateral sewers approximately 10 to 15 feet. Hose retrieval rates must be timed to evenly distribute the full quantity of foam throughout the entire area of treatment. The quantity of foam (see chart below) shall be sufficient to completely fill the entire volume of the main sewer treated, plus an additional 10% to allow for the penetration of material up lateral sewers, and for loss in manholes. Sewer service to homeowners shall not be interrupted. The Contractor must be aware that excessive discharge pressure, and/or excessive quantities of material may cause foam to enter houses, or travel up forward clean-outs onto lawns.

Foam Quantity Chart

Gals Concentrate	Gals solution	Gals foam	4"	6"	8"	10"	12"	15"
5	100	2000	2750'	1250'	750'	500'	350'	200'
10	200	4000	5500'	2500'	1500'	1000'	700'	450'
15	300	6000	8250'	3750'	2250'	1500'	1050'	650'

Materials that are labeled to be poured down manholes or sprayed onto roots shall not be accepted.

16. CONTRACTOR RESPONSIBILITIES

- a) The Contractor shall be liable to the Owner for all expenses, losses or damages, as determined by the Owner, incurred in consequence and any defect, omission or mistake of the Contractor, his subcontractors, agents, or employees, or for the making good thereof.
- b) Should any chemical root control agent spill on the ground, the chemical and affected soil shall be removed and safely disposed of. The area shall be restored to a condition equal to or better than before the spill. Any damage to vegetation resulting from issue of the chemical root control agent shall be the responsibility of the Contractor.
- c) The Contractor shall be responsible for any and all damages to structures inside and out caused by root control chemicals.
- d) The Contractor shall be responsible for insuring that there are no adverse effects on wastewater treatment plant processes, or adverse effects on the quality of wastewater treatment plant effluent, as a result of chemical applications.
- e) The Contractor shall respect the rights of property owners, and not enter upon private property without obtaining permission from the owner of the property.
- f) The Contractor shall place proper traffic warning devices to protect the specific job site, and to prevent accidents or personal injury to the public. Police protection and/or flagmen for safe traffic control shall be provided by the Contractor as conditions dictate or when so directed by the Owner. Some line sections may be located in heavy traffic areas.
- g) Filling of a chemical mixing tank shall be done with an air gap or reduced-pressure-zone backflow prevention device, approved by the Owner. The Contractor may only draw water from public water supplies at locations and using procedures approved by the Owner.
- h) The Contractor shall keep complete, accurate records of each day's operation. Records shall show date of treatment, sections of line treated, pipe size and distance, and other pertinent information. Logsheets shall be submitted with the invoice.

- i) The Contractor shall return within 4 to 8 months after the work is completed, and periodically 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.
- j) The Contractor shall be responsible for insuring that handling, transportation, and use of any hazardous materials, and disposal of all pesticide containers, is according to the State and Federal regulations pertaining thereto.

17. ASSISTANCE PROVIDED BY THE OWNER

- a) A representative of the Owner will accompany the Contractor's crew, and/or drawings of the sewer system 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 or easements.

18. REPORTS ON COMPLETED WORK TO BE PROVIDED BY THE CONTRACTOR

Upon completion of the project and accompanying the invoice, or whenever requested to by the Owner, the Contractor shall submit logsheets and reports which show, as a minimum, the following information:

- The name of the Owner
- The report date
- The date each given sewer line was treated
- Street name for each given sewer line
- A description (manhole numbers, house numbers, cross streets, etc.) which will enable the Owner to accurately identify the exact location of each sewer line
- The pipe size for each given sewer line
- The length (manhole to manhole) for each given sewer line
- Special conditions found by the Contractor's crew
- The date the guarantee expires on each given sewer line

The reports on completed work shall be submitted in **two separate formats** to assist the Owner, as follows:

- a) **Arranged by date treated.** In order for the Owner to easily determine and compare which sewer lines were treated on a given day, the Contractor will submit a complete set of completed work reports sorted on the date treated.
- b) **Arranged by street name.** In order for the Owner to easily look up a particular street or sewer section, and determine particulars of the treatment, the contractor will submit a complete set of reports sorted by Street Name.

19. SEWER CLEANING

Sewer pipe can not be treated effectively when surcharging flow conditions exist. If a surcharging condition exists on a sewer to be treated (i.e., flow is greater than 60% of the pipe diameter), the contractor will return to treat that sewer when the flow is normalized. If a sewer surcharges within a 12 hour period after a treatment has been made, the Contractor will be required to retreat that section of sewer at the Contractor's expense.

If a sewer section is surcharged at the time of treatment, due to blockage, the Owner will relieve the blockage. The Contractor shall wait at least 60 days after any cleaning work is performed in order to allow root tissues to recover, prior to treating the sewer line.

If excessive accumulations of dirt, grease, or other debris preclude effective treatment of a sewer line, the Owner shall clean the sewer pipe prior to treatment. As stated above, the Contractor shall wait at least 60 days after any cleaning work is performed, in order to allow root tissues to recover, prior to treating the sewer line.

20. GUARANTEE

For each sewer section (manhole-to-manhole; manhole to cleanout; manhole to deadend) 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 (6) months after application; or (2) the section plugs up and floods due to tree root obstruction within a period of two (2) 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 only 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 stoppage is binding.

The Contractor shall be required to return periodically (every 4 to 8 months), at the Contractor's sole expense, for the purpose of performing free re-treatments as required under the guarantee.

BID SHEET

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, manhole to cleanout or manhole to dead end.

Pipe size	Unit price Per linear foot	Estimated quantity	Extended price
4 inch	\$ _____	_____	\$ _____
6 inch	\$ _____	_____	\$ _____
8 inch	\$ _____	_____	\$ _____
10 inch	\$ _____	_____	\$ _____
12 inch	\$ _____	_____	\$ _____
Total	\$ _____	_____	_____

Total price in words _____

Retreatment response time: _____

To: City of Stephenville

I or we agree to furnish the described equipment, supplies, or services for the prices shown in accordance with specifications attached. By execution of this bid, I hereby represent and warrant to the City of Stephenville that I have read and understood the Bid Documents and this bid is made in accordance with those documents.

**Sewer Root Control for City of Stephenville
Bid # 3307**

Vendor must meet or exceed specifications

Please do not include tax, as the City is tax-exempt. **Use the price sheet provided.**

Company

Telephone Number (include area code)

Mailing Address

Fax Number (include area code)

City, State, Zip Code

Email Address

Representative Name (print)

Date

Representative Signature

BID MUST BE SIGNED BY A PERSON HAVING THE AUTHORITY TO BIND THE FIRM IN A CONTRACT. BIDS NOT MANUALLY SIGNED WILL BE REJECTED.

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 Texas Pesticide Business License #: _____

Contractor Federal Department of Transportation #: _____

Name of Proposed Chemical Root Control Agent: _____

USEPA Root Control Agent Registration #: _____

Texas Root Control Agent Registration #: _____

Does the Contractor have Pollution Liability Insurance as specified?: _____

Contractor's Pollution Liability Insurance carrier: _____

What is the A.M. Best rating for your Pollution insurance carrier?: _____

Does the Contractor have a minimum 5 (five) years of experience in the type of work specified, treated in excess of 500,000 lineal foot of root treatments, and complete at least 10 other jobs similar in size and scope, which the Owner can verify? _____

Contractor's Texas Certified Pesticide Applicators

(list three (3) minimum) 3 years' experience, 300,000' personally treated verified?

1. Name: _____ Certification #: _____

2. Name: _____ Certification #: _____

3. Name: _____ Certification #: _____

4. Name: _____ Certification #: _____

5. Name: _____ Certification #: _____

Contractor's references

(submit three (3) project with bid)

1. Owner:
Address:
Phone number:
Contact person's name and title:

2. Owner:
Address:
Phone number:
Contact person's name and title:

3. Owner:
Address:
Phone number:
Contact person's name and title:

Only contractors experienced in this type of work will be considered. Failure to provide three (3) verifiable projects may result in rejection of this bid.