



**PURCHASED SERVICES CONTRACT  
INVITATION TO BID (ITB)**

**For**

**2023 Sewer Root Control Services  
Bid No. 23-26**

**Released: August 10, 2023**

**Due: 2:00PM, August 17, 2023, to [chris.marks@mercerisland.gov](mailto:chris.marks@mercerisland.gov)**

**General Information:** The City of Mercer Island is requesting bid proposals for 2023 Sewer Root Control Services for chemically treating roots in the sewer lines. The Contractor shall treat sanitary sewer lines using Razorooter® II Foaming Root Control. Root control treatment will be performed in 6-inch, 8-inch, and 10-inch reinforced concrete pipes (RCP) and work will occur at various locations throughout Mercer Island, WA.

**General Contract Information:** The purpose is to establish, through a competitive bidding process utilizing the MRSC Small Works Roster, a contractor to perform unit priced (on-call) chemical root control in the sewer line. This is considered a Unit Priced project, though a purchased service contract will be used and prevailing wages shall apply. A non-exclusive contract is to be awarded from this request.

**Term and Estimated Cost:** The City will enter into a contract with the successful contractor with an estimated, but not guaranteed contract amount of \$25,000 over the life of the 1-year contract period. This "not-to-exceed" amount will be based upon the actual work performed on the project and unit prices submitted in the Bid by the selected contractor. Work under this contract may start as soon as the contract is executed but all chemically treated injections must only be performed between May 1<sup>st</sup> and September 30<sup>th</sup>, and as may be amended by the King County Wastewater Treatment Division's Industrial Wastewater Program. The Bidder further agrees they will, if necessary, accelerate their work, provide additional workers and equipment, and expedite materials delivery to meet these dates, all at no additional expense to the OWNER. The entire project and submittal of required documents must be achieved by December 31, 2023. Engineer's estimate for the project is \$20,000 to \$23,000.

**Delivery of Bid:** All documents shall be submitted as a PDF and sent electronically to: [chris.marks@mercerisland.gov](mailto:chris.marks@mercerisland.gov) (Utilities Engineer).

All submittals shall be clearly titled: "BID PROPOSAL – 2023 SEWER ROOT CONTROL SERVICES".

**Due Date: August 17, 2023**

**Time: by 2:00 PM (PST)**

Contractors that deviate from this format or alter this form shall be deemed non-responsive. Contractors accept all risk of late delivery, regardless of fault. Any bid proposal received after the due date and time shall be deemed non-responsive. The City of Mercer Island reserves the right to reject any and all submittals and to waive irregularities and informalities in the submittal and evaluation process. This Invitation to Bid does not obligate the City to pay any costs incurred by respondents in the preparation and submission of a bid. Furthermore, this request does not obligate the City to accept or contract for any expressed or implied services. The selected contractor will be required to meet and agree to all the conditions in this Invitation to Bid (ITB) as well as the Required Bid Forms, **EXHIBIT "A"**, the SAMPLE Contract Documents, **EXHIBIT "B"**, and the City's General Terms and Conditions, **EXHIBIT "C"**.

## INSTRUCTIONS AND INFORMATION FOR BIDDERS

**Submittal Requirements:** No bid shall be considered except those submitted in the forms referenced below. Substitutions will not be accepted during the bid process. Do not leave any space blank.

Please complete and sign ALL five (5) **EXHIBIT "A" REQUIRED BID FORMS**.

### EXHIBIT "A" REQUIRED BID FORMS

- 1)  Bid Proposal Form
- 2)  Subcontractor Listing
- 3)  Non-Collusion Declaration
- 4)  Contractor Declaration
- 5)  Bidders Qualification Certificate

All required submittal documents must be signed by an authorized representative, having authority to sign on behalf of the Contractor.

By signing these documents, the Contractor agrees that they are familiar with the local conditions affecting the performance of the work and the cost of the work at the place where the work is to be done. The Contractor further agrees to furnish all labor, materials, equipment, tools, traffic control measures, and any other items necessary to perform and complete the work.

**Interpretation of Contract Documents:** Questions regarding the project may be directed to Chris Marks, Utilities Engineer, at [chris.marks@mercerisland.gov](mailto:chris.marks@mercerisland.gov). Questions are to be received no later than 12:00 PM, Monday August 14, 2023. Any oral communication will be considered unofficial and non-binding. Questions via phone will not be accepted. All questions received will be compiled, and responses will be sent to all solicited contractors prior to the closing of bids.

### **Bid Proposal Form**

**Acknowledgement of Addenda:** Each Bidder shall include in the Bid Form section, **EXHIBIT "A"**, specific acknowledgment of receipt of each Addendum issued by the City during the bidding period. If the Bidder does not specifically acknowledge each addendum, the City may reject the bid as non-responsive unless the City determines from delivery records or from inclusion of information in the bid or information contained in the addenda that the Bidder received constructive notice of the addenda.

**Prevailing Wage Trade:** To assist in determining the lowest, responsible bid, the bidder shall list what the prevailing wage journey level trade shall be. If an item is listed that does not apply to a prevailing wage trade, mark as "N/A".

**Estimated Annual Quantities:** The unit quantities shown in the Bid Proposal Form, **EXHIBIT "A"**, are estimates and are stated only for bid comparison purposes. The City does not warrant that the actual quantities of work will correspond with those estimates. Payment will be made on the basis of the actual quantities satisfactorily completed for each work order in accordance with the contract requirements.

**Unit Prices:** The unit prices submitted in the Bid Proposal Form, **EXHIBIT "A"**, shall be full compensation and include everything necessary to perform and complete each work order/project, including, but not limited to furnishing all labor, materials, equipment, tools, labor, and service. No additional costs such as mileage or travel expenses will be considered.

**Taxes:** Sales tax in Mercer Island is 10.1%. The individual line item bid amounts shall not include Washington State Sales Tax. Sales tax should be added to the total bid amount as a separate line item.

**Markups:** Markups will only be for project materials that are not provided by the City and the City will only accept rates of markup that are reasonable to the current industry. Markups are used only for the purpose of determining prices when invoices are presented and will not be used in determining the lowest responsible bidder. The City reserves the right to audit any charges that are presented and request any invoices from the supplier to review the markup costs.

**Bid Errors:** In the event of a discrepancy between the unit price and the total price for any bid item, the unit price will govern and the total item price will be adjusted accordingly. If the Bid is an incorrect total of all bid items included on the bid proposal, the total bid price will be corrected. If tax is calculated improperly, the City shall utilize the correct tax rate and correct the total bid amount.

**Bidder Responsibility:** It is the intent of the City to award the contract to the lowest responsible bidder. In accordance with the Revised Code of Washington (RCW) 39.04, before award of a public works contract, a bidder must meet the following state responsibility criteria, to be considered a responsible bidder and qualified to be awarded the project.

The Bidder must, at the time of bid submittal, have the following:

1. A current certificate of registration in compliance with chapter 18.27 RCW, which must have been in effect at the time of bid submittal.
2. A current Washington Unified Business Identifier (UBI) number.
3. Not be disqualified from bidding on any public works contract under RCW 39.06.010, RCW 39.12.050, RCW 39.12.055, or 39.12.065.
4. If applicable:
  - a. Have Industrial Insurance (workers' compensation) coverage for the Bidder's employees working in Washington State, as required in Title 51 RCW.
  - b. Have a Washington State Employment Security Department number, as required in Title 50 RCW.
  - c. Have a Washington State Department of Revenue state excise tax registration number, as required in Title 82 RCW.
  - d. An electrical contractor license, if required by Chapter 19.28 RCW.
  - e. An elevator contractor license, if required by Chapter 70.87 RCW.
5. Completed the L&I online training or meet the prior experience requirements in RCW 39.04.350(1)(f).
6. Within the three-year period immediately preceding the date of the bid solicitation, not have been determined by a final and binding citation and notice of assessment issued by the department of labor and industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of chapter 49.46, 49.48, or 49.52 RCW.
7. Have a Federal W-9 Tax ID

**Subcontractor Responsibility:** In accordance with RCW 39.06.020, a public works contractor must verify responsibility criteria for each first tier subcontractor, and a subcontractor of any tier that hires other subcontractors must verify responsibility criteria for each of its subcontractors. Verification shall include that each subcontractor, at the time of subcontract execution, meets all of the requirements in the previous Bidder Responsibility criteria. The City reserves the right to review the procedure that the selected Bidder uses in validating the responsibility of any subcontractors.

**Questions/Clarifications:** The City reserves the right to request that a respondent clarify or correct its proposal or to supply any additional material deemed necessary to assist in determining a responsive proposal. Modification and/or withdrawal of an already submitted bid will be considered only if the request is received prior to the submittal deadline. All modifications and/or corrections must be made in writing and executed and submitted in the same format and manner as the original proposal. The City reserves the right to change the scope of work, duration of term, or issue addendums at any time. The City also reserves the right to cancel, change or re-issue this request at any time.

**Basis of Award:** The City of Mercer Island will select and award the contract to the lowest responsible bidder, as determined by the City. Contract shall be awarded as per the Bid Proposal Form, **EXHIBIT "A"**. All rates and pricing submitted shall include all costs, including but not limited to all wages, benefits, the cost of tools, equipment, ancillary supplies, overhead, profit, taxes, licenses, permits, bonds, and any other administrative fees associated with the performance of this contract. Washington State Prevailing Wage rates for King County shall apply. Contractor, and all subcontractors, must obtain a valid City of Mercer Island Business License at their sole expense. All applicable bonds must also be obtained at the contractor's sole expense.

**Bid Protest:** Protests shall be in accordance with RCW 39.04.105. Only bidders that submitted a bid, subcontractors, or others that can show substantial economic interest in the bid award and who are aggrieved, are eligible to protest. After bid opening, protests are limited to issues related to bid opening, evaluation of bids, and intention to award decisions, and are further limited to those items that were not known or could not have been reasonably known prior to bid opening.

**Award of Contract:** Upon selection of the lowest responsible bidder, the successful bidder will receive a Notice of Award email or letter and any required Contract Documents. The successful bidder must sign and return all Contract Documents to the City within ten (10) business days. If not returned within ten (10) business days, the City retains the right to cancel the award and go to the next lowest responsive, responsible bidder.

**Work Orders:** When a project is identified, the City will create a work order. A City representative will contact the Contractor and notify them of work that needs to be performed. The City and Contractor will coordinate the project start date and confirm the cost of the project pursuant to the unit prices awarded. The City will not authorize any work until a work order is assigned and provided to the Contractor

**Labor:** The Contractor shall, at all times, provide sufficient skilled personnel to complete and meet all deadlines for work orders or projects in a timely manner. At all times, there shall be one person or foreman authorized in making project decisions, including: ordering materials, negotiating change orders, attending project meetings when required, and ordering additional manpower when needed. Any prior approval work that requires a cancellation or schedule adjustment shall be communicated to City staff at least 12 hours in advance via phone or email.

**Prevailing Wage:** Any contract resulting from this Invitation to Bid is subject to the requirements of RCW Chapter 39.12 and RCW 35.23.352, and as it may be amended, relating to prevailing wages and as set forth in the Sample Contract, included in **EXHIBIT "B"**. Current prevailing wage rates for King County can be obtained from the Washington State Department of Labor and Industries at <https://lni.wa.gov/licensing-permits/public-works-projects/prevailing-wage-rates/>.

Before any payment shall be made, the selected Contractor and each subcontractor shall submit a "Statement of Intent to Pay Prevailing Wages" and "Certified Payroll" to the City. The Contractor is responsible for payment of all fees and shall make all applications and payments directly to the State Department of Labor and Industries.

Prevailing wages for all work performed pursuant to each work order must be the prevailing wage rates in effect at the beginning date for each contract year. Unit priced contracts must have prevailing wage rates updated annually. Since this is a 1 year contract, only 1 Intent is required at the beginning of the contract and 1 Affidavit at the end of the contract. This intent should have the total contract amount of \$25,000 and the affidavit should be the total amount for all work completed within the previous 1 year contract period of the unit priced contract.

**Mercer Island Permit:** The Contractor awarded the contract will be required to obtain a Right-of-Way Permit prior to performing any work and send copies of any permits to the Project Manager or their representative. The Contractor is responsible for complying with and maintaining all permit(s), throughout the entire term of this contract, finalizing any permits, scheduling final inspections, and completing any other items required by the Community Planning and Development department. Information regarding the right of way permit as well as the application form can be found at <https://www.mercerisland.gov/cpd/page/right-way-use-permits>

**King County Permit:** The Contractor awarded the contract will be required to have or obtain a Wastewater Discharge Permit, issued by the King County Wastewater Treatment Division's Industrial Waste Program. The Contractor is responsible for obtaining and adhering to this permit and any payments or fees must be paid directly to King County, at the Contractor's sole expense. Information on how to apply and obtain a permit can be found at <https://www.kingcounty.gov/services/environment/wastewater/industrial-waste/library/forms/ApprovalForms.aspx>.

**Business License:** As mandated by MICC 4.10.100, the General Contractor awarded the contract and each Subcontractor working on the project will be required to obtain a City of Mercer Island Business License. The Contractor and each Subcontractor shall obtain a City of Mercer Island Business License prior to performing any work and maintain a current business license throughout the term of this contract with the City. A business license application can be obtained online at <https://dor.wa.gov/manage-business/city-license-endorsements/mercer-island>.

**Insurance Requirements:** The Contractor awarded the contract shall maintain current insurance as set forth in the Sample Contract, included in **EXHIBIT "B"**, and the Contractor shall name the City of Mercer Island as additionally insured on the policy endorsements. The Contractor is responsible for submitting all new insurance documents, via electronic transmission, to the City within ten (10) calendar days after expiration.

**Bid Guarantee:** A bid bond is not required for this small works roster project by statute.

**Performance/Payment Bond:** The performance bond requirement is waived for this small works roster project in accordance with RCW 39.04.155(3)(b).

A payment bond is required for this project. The Contractor awarded the contract shall furnish a Payment Bond equal to one hundred percent (100%) of the contract, as set forth in the Sample Contract, included in **EXHIBIT "B"**. The Payment Bond shall be in force throughout the entire term of the contract including any extensions until final completion and acceptance by the City. The bond shall be furnished by a corporate surety company authorized to do business in the State of Washington. The surety must be approved and appear on the most current revision of the U.S. Treasury Circular 570.

**Measurement and Payment:** The Contract price shall constitute full compensation for furnishing all labor, materials, tools, and equipment for performing all work and operations required as specified herein and shall be considered full compensation. Payment to the Contractor will be made only for the actual quantities of work performed and accepted in conformance with the contract. The Public Works Utilities Operations Manager or their designee shall have sole authority to approve all phases of the project including quality of work.

**Invoices:** Contractor shall submit properly completed invoice(s) electronically to Chris Marks, Utilities Engineer, at [chris.marks@mercerisland.gov](mailto:chris.marks@mercerisland.gov), and also to the Public Works Mailbox at [publicworks@mercerisland.gov](mailto:publicworks@mercerisland.gov). Copies of the work order, request form, or locations with complete information shall be attached to invoices submitted for payment. The awarded Contractor shall be paid upon submission of a properly itemized invoice based on the prices stipulated in the Bid Proposal Form, **EXHIBIT "A"**, for work performed in accordance with all payments. Submitted invoices must contain the following minimum information.

- A. Project Title/Location
- B. Work Order Number
- C. Description of work, including pipe sizes
- D. Sales Tax
- E. This statement, per RCW 39.12.040: "We certify that the prevailing wages have been paid in accordance with the pre-file statement or statements of intent to pay prevailing wages on file with the City of Mercer Island."

Invoices will be reviewed by the City before payment is made and the City's designated representative shall not authorize payment until, in their opinion, the work has been satisfactorily completed. The City may request that the Contractor file the year-end affidavit prior to processing the final invoice.

**Retainage:** Retainage is waived for this small works roster project in accordance with RCW 39.04.155(3)(b).

**Termination:** At any time, upon written notice, the City has the right to terminate this contract, with or without clause.

**Gifts & Favors:** The City's Code of Ethics and Washington State law prohibit City employees from soliciting, accepting, or receiving any gift, gratuity or favor from any person, firm or corporation involved in a contract or transaction. To ensure compliance with the City's Code of Ethics and state law, the Contractor shall not give any gift, favor, or promise of any kind to City employees or officials.

**Title VI:** The City of Mercer Island, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 23 will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award

## WORKING GUIDELINES

Below are some of the City's common guidelines to follow on projects. Please refer to **EXHIBIT "C"** for the complete General Terms and Conditions.

1. All work conducted under this contract shall follow the best available Best Management Practices. Contractor shall comply with all applicable codes and appropriate safety regulations for all work performed
2. Contractor will not be allowed to utilize City-owned equipment, unless prior authorization by the Utilities Department has been provided.
3. Temporary traffic control measures will be required under this contract. The Contractor shall comply with the City of Mercer Island and Washington State regulations pertaining to safety equipment and traffic control when working in or adjacent to the roadway. Contractor must meet standards set forth by the MUTCD (Manual on Uniform Traffic Control Devices) from the Federal Highway Administration. This manual is available online at the following website: <http://mutcd.fhwa.dot.gov/>. Workers must wear high visibility apparel at all times. When flaggers and traffic control equipment are required for lane closures, all flagging operations and traffic control signage shall be provided and coordinated by the contractor. All flaggers shall have a valid flagger certification card when controlling traffic.
4. Contractor shall at all times keep the Site, access points, and public right-of-way free from accumulation of dirt, mud, waste materials, and/ or rubbish caused by the Contractor or Subcontractors.
5. Contractor shall be responsible for the removal of all debris and refuse before leaving the work area and provide for proper disposal offsite.
6. If requested by the City, Contractor shall provide a summary of all work completed in a daily work log. Contractor shall submit daily reports detailing each day's work including hours worked for labor and equipment.
7. City's designated representative shall have sole authority to approve all phases of the project including quality of work and shall not authorize payment until, in their opinion, the work has been satisfactorily completed.
8. Contractor's personnel shall be courteous, neat in appearance, and wear visible Contractor identification. All vehicles shall display the Contractor's business name.
9. Contractor must not be listed on the Washington State Department of Revenue's "Delinquent Taxpayer List".
10. Contractor must not be currently debarred from any federal or state bidding.
11. The Contractor and all Subcontractors ultimately awarded a contract shall comply with federal, state and local laws, statutes and ordinances relative to the execution of the work. This requirement includes, but is not limited to, protection of public and employee safety and health; environmental protection; waste reduction and recycling; the protection of natural resources; permits; fees; taxes; and similar subjects.
12. Contractor and all subcontractors shall obtain a City of Mercer Island Business License, at their own expense, before commencing any work.
13. Contractor shall obtain a City of Mercer Island Right of Way Permit before commencing any work and send copies of the permit(s) to the Project Manager or their representative.
14. Contractor shall ensure that employees comply with all City of Mercer Island and Washington State Industrial regulations and practices. All work shall conform to Mercer Island City Code 8.24.020 regarding Noise Nuisance.
15. Contractor shall ensure all Contractor personnel comply with all relevant OSHA, WISHA, and Labor and Industries worker safety regulations at all times they are on the project site.

## PROJECT DESCRIPTION AND TECHNICAL SPECIFICATIONS

### A. Scope of Work

Though this unit priced project, the Contractor shall provide preventative maintenance services to chemically treat roots in sewer lines at various locations within the jurisdictional boundaries of Mercer Island, WA 98040. The contractor shall provide the necessary labor, tools, materials, and equipment for performing the work. Work to obtain a Mercer Island Business License and Mercer Island Right of Way Permit is considered incidental to this work. Temporary traffic control measures will be required under this contract.

The majority of work will consist of treating the 6", 8", and 10" lines with Razorooter® II Foaming Root Control, but work may also include assessing lines to determine if they need to be treated. Before any work starts, a map with a full list of treatment locations will be provided.

### B. Project Schedule

The King County Wastewater Treatment Division dictates when chemical applications can be applied, and therefore chemical applications must only occur between May 1<sup>st</sup> and September 30<sup>th</sup>. All work involving chemicals shall be performed during these months with the business hours being Monday through Friday, 7:00 AM to 3:30 PM.

With prior approval from the City, Contractor shall perform as needed chemical treatments in the sewer lines. Treatments can be coordinated based on the Contractor's schedule and City's availability. A City representative will be present during the chemical applications.

### C. King County Wastewater Permit

- Contractor shall adhere to all chemical application specifications to comply with the King County Wastewater Discharge permit. This includes, but is not limited to the following (unless King County provides other authorization and direction):
  - Daily discharge amounts.
  - Before using this product, notify the King County Industrial Waste Program (KCIW) of the estimated dates, locations, and projected quantities of the root-killing chemical product to be used.
  - Stay within the total daily mass of chemical aggregate discharged at the treatment plants.
  - Complete the self-monitoring form, which identifies the location and discharge amounts.
- Stop work and notify KCIW of any discharge limits that may have been exceeded.
- Cease discharge immediately upon notification by King County.

### D. Composition of the Chemical Root Control Agent

- The chemical root control agent shall be Razorooter® II Foaming Root Control.
- The chemical root control agent shall be registered with the EPA and shall be labeled for use in sanitary sewers to control tree roots.
- In an effort to minimize any risk and with respect to worker safety, the active ingredient shall:
  - 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.
  - Have a signal word assigned by the U.S. EPA of "Caution", which is the lowest chemical hazard rating according to the ISO 3864-2 standard for hazard severity panels.
    - Pesticides carrying the signal word "Warning" or "Danger" shall not be accepted.
  - Be non-volatile in order to minimize exposure to workers and other individuals by inhalation.

### E. Chemical Application

- Chemical applications must be performed only between the months of May and the September.
  - Applications shall only be done *after* the Contractor has notified the King County Industrial Waste Program.
- Any Contractor working with chemicals must always have a Washington State Certified Pesticide Applicator on site when performing chemical applications.
- The Contractor shall follow the manufacturer's directions for use and all Federal, State and Local laws when using, transporting, and disposing of the chemical and associated packaging.



- The application of the product shall be performed in such a way so roots within the main line sewer are reached and treated.
  - Effort shall also be made to penetrate lateral sewers in order to contact roots residing in the “wye” connections.
- The foam must be generated through the use of air injection equipment, and the foam must be pumped into the sewer under low pressure.
- Foam quality must be sufficient to effectively treat all pipe diameters.

**F. Contractor Responsibility**

1. Contractor will be responsible for assessing any location assigned to them and determining whether the location needs to be chemically treated or if it should be removed from the list.
2. Contractor will keep track of all the locations assigned through Work Orders and provide recommended next steps to the City.
  - a. Either continue to monitor the line and provide additional chemical treatments or no more applications are necessary at this time.
3. For all locations that remain on the list, Contractor is to chemically treat the roots using the Razorooter® II Foaming Root Control product.
  - a. Contractor shall notify the KCIW prior to chemical applications, per their procedures.
  - b. Sewer mains shall remain in service during the foaming process.
  - c. There shall be no by-pass pumping allowed, or any other method which disrupts the flow without expressed written permission from the designated City representative.
4. Contractor is responsible for all clean up and restoration associated with any chemical spill or property damage caused from the chemical application.
5. At the end of the project, for all the lines that were chemically treated, the Contractor will provide a recommended timeline for when the future treatments should occur.
6. Contractor will provide all needed traffic and pedestrian controls, to allow safe public passage in and around work zones in accordance with MUTCD, <http://mutcd.fhwa.dot.gov/>.
  - a. Including all traffic control plans, traffic control signs, necessary vehicles, equipment, and certified flaggers with appropriate PPE.

**G. Warranty and Guarantee**

- The City will recheck the chemically treated areas
  - If after 8 months from the initial application, the City still sees significant roots (anything impeding flow), at the Contractor’s expense, they will be required to reapply the chemical root control product within 1 year.
- Contractor shall provide a money back or retreatment guarantee per the Owner’s request upon a backup due to live roots.

Pricing structure in the contract is described in the Bid Proposal Form, **EXHIBIT “A”**.