

CONTRACT DOCUMENTS

**CITY OF LINCOLN
NEBRASKA**

**ANNUAL REQUIREMENTS
OF
METAM BASED FOAMING SEWER ROOT CONTROL
QUOTE NO. 4350**

**Nebraska Environmental Products
5360 Alvo Road
Lincoln, NE 68514
402.435.0061**

**CITY OF LINCOLN
CONTRACT AGREEMENT**

THIS CONTRACT, made and entered into this 30 day of January 2013, by and between Nebraska Environmental Products, 5360 Alvo Road, Lincoln, NE 68514, hereinafter called "Contractor", and the City of Lincoln, Nebraska, a municipal corporation, hereinafter called "City".

WHEREAS, the City has caused to be prepared, in accordance with law, Specifications, Plans, and other Contract Documents for the Work herein described, and has approved and adopted said documents and has caused to be published an advertisement for and in connection with said Work, to-wit:

For providing Annual Requirements of Metam Based Foaming Sewer Root Control Quote No. 4350 and,

WHEREAS, the Contractor, in response to such advertisement, has submitted to the City, in the manner and at the time specified, a sealed Proposal/Supplier Response in accordance with the terms of said advertisement; and,

WHEREAS, the City, in the manner prescribed by law has publicly opened, read aloud, examined, and canvassed the Proposals/Supplier Responses submitted in response to such advertisement, and as a result of such canvass has determined and declared the Contractor to be the lowest responsible bidder for the said Work for the sum or sums named in the Contractor's Proposal/Supplier Responses, a copy thereof being attached to and made a part of this Contract;

NOW, THEREFORE, in consideration of the sums to be paid to the Contractor and the mutual covenants herein contained, the Contractor and the City has agreed and hereby agree as follows:

1. The Contractor agrees to (a) furnish all tools, equipment, supplies, superintendence, transportation, and other accessories, services, and facilities; (b) furnish all materials, supplies, and equipment specified to be incorporated into and form a permanent part of the complete work; (c) provide and perform all necessary labor in a substantial and workmanlike manner and in accordance with the provisions of the Contract Documents; and (d) execute and complete all Work included in and covered by the City's award of this Contract to the Contractor, such award being based on the acceptance by the City of the Contractor's Proposal, or part thereof, as follows:

Agreement to full proposal.

2. The City agrees to pay to the Contractor for the performance of the Work embraced in this Contract, the Contractor agrees to accept as full compensation therefore, the following sums and prices for all Work covered by and included in the Contract award and designated above, payment thereof to be made in the manner provided by the City:

City will pay for products/service, according to the Line Item pricing as listed in Contractors Proposal/Supplier Response, a copy thereof being attached to and made a part of this Contract. The City shall order on an as needed basis for the duration of the contract.

3. Equal Employment Opportunity. In connection with the carrying out of this project, the contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age or marital status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, ancestry, disability, age or marital status. Such action 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 compensation; and selection for training, including apprenticeship.

4. E-Verify. In accordance with Neb. Rev. Stat. 4-108 through 4-114, the contractor agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the state of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324 a, otherwise known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. The Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C.A 1324b. The contractor shall require any subcontractor to comply with the provisions of this section.

5. Termination. This Contract may be terminated by the following:
 - 5.1) Termination for Convenience. Either party may terminate this Contract upon thirty (30) days written notice to the other party for any reason without penalty.
 - 5.2) Termination for Cause. The City may terminate the Contract for cause if the Contractor:
 - 5.2.1) Refuses or fails to supply the proper labor, materials and equipment necessary to provide services and/or commodities.
 - 5.2.2) Disregards Federal, State or local laws, ordinances, regulations, resolutions or orders.
 - 5.2.3) Otherwise commits a substantial breach or default of any provision of the Contract Document. In the event of a substantial breach or default the City will provide the Contractor written notice of said breach or default and allow the Contractor ten (10) days from the date of the written notice to cure such breach or default. If said breach or default is not cured within ten (10) days from the date of notice, then the contract shall terminate.

6. Independent Contractor. It is the express intent of the parties that this contract shall not create an employer-employee relationship. Employees of the Contractor shall not be deemed to be employees of the City and employees of the City shall not be deemed to be employees of the Contractor. The Contractor and the City shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the City's employees shall be entitled to any salary, wages, or benefits from the other party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. Contractor shall also be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employees' compensation.

7. Contract Term. This Contract shall be effective upon execution by both parties. The term of the Contract shall be a **four (4) year term**.

8. The Contract Documents comprise the Contract, and consist of the following:
 1. Contract Agreement
 2. Accepted Proposal/Response
 3. Specifications
 4. Special Provisions
 5. Instruction to Bidders

These Contract Agreements, together with the other Contract Documents herein above mentioned, form this Contract, and they are as fully a part of the Contract as if hereto attached or herein repeated.

The Contractor and the City hereby agree that all the terms and conditions of this Contract shall be binding upon themselves, and their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Contractor and the City do hereby execute this contract.

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

Jean E. Roach
City Clerk



CITY OF LINCOLN, NEBRASKA

[Signature]
Mayor

Approved by Resolution No. **A-87240**

dated March 7, 2013

EXECUTION BY CONTRACTOR

IF A CORPORATION:

ATTEST:

Secretary (SEAL)

Nebraska Environmental Products
Name of Corporation

5360 Alvo road
(Address)

By: *Dale Likel*
City Authorized Official

parts manager
Legal Title of Official

IF OTHER TYPE OF ORGANIZATION:

Name of Organization

Type of Organization

(Address)

By: _____
Member

By: _____
Member

IF AN INDIVIDUAL:

Name

Address

Signature

City of Lincoln/Lancaster County (Lincoln Purchasing) Supplier Response

Bid Information		Contact Information		Ship to Information	
Bid Creator	Shelly Hinze, Buyer	Address	Purchasing\City & County	Address	Public Works & Utilities, Wastewater\Solid Waste
Email	rhinze@lincoln.ne.gov		440 S. 8th St.		2400 Theresa St.
Phone	1 (402) 441-8313		Lincoln, NE 68508		Lincoln, NE 68521
Fax	1 (402) 441-6513	Contact	Shelly Hinze, Buyer	Contact	
Bid Number	4350	Department		Department	
Title	Annual Requirements of Metam Based Foaming Sewer Root Control	Building		Building	
Bid Type	Quote	Floor/Room		Floor/Room	
Issue Date	01/08/2013	Telephone	1 (402) 441-8313	Telephone	
Close Date	1/14/2013 2:00:00 PM CST	Fax	1 (402) 441-6513	Fax	
Need by Date		Email	rhinze@lincoln.ne.gov	Email	

Supplier Information

Company Nebraska Environmental Products
 Address 5360 Alvo road

 Lincoln, NE 68514
 Contact Greg Oliverius
 Department
 Building
 Floor/Room
 Telephone 1 (402) 4350061
 Fax 1 (402) 4350644
 Email greg@transiowaeq.com
 Submitted 1/14/2013 1:52:50 PM CST
 Total \$11,600.00

Signature _____

Supplier Notes _____

Bid Notes _____

Bid Activities _____

Bid Messages _____

Please review the following and respond where necessary

#	Name	Note	Response
1	Instructions to Bidders	I acknowledge reading and understanding the Instructions to Bidders.	Yes
2	Specifications	I acknowledge reading and understanding the specifications.	Yes
3	Sample Contract	I acknowledge reading and understanding the sample contract.	Yes
4	Term Clause with Escallation/De-Escalation	I acknowledge that the term of the contract will be a (4) four year term from the date of the executed contract. (a) Bid prices firm for the first full contract period. YES or NO (b) Bid prices subject to escallation/de-escalation YES or NO (c) If (b), state period for which prices will remain firm: through _____	(b) (c) 1 year
5	Quantities	I acknowledge that the quantities listed for each line item are an estimated yearly amount. The City does not guarantee any dollar amount or order quantities for the term of the contract.	Y
6	Delivery	State number of delivery days ARO. FOB to the City/County at the location specified with all transporation charges paid.	10 days
7	Product	List your Product Name/Mfg/Model Number and size of container:	Sanafoam Vaporrooter2 5 gallon
8	Product Information	Is the product being bid packaged with metam/sodium or packaged seperately? What are storage temperature extremes (in Farenheit)? What is the guaranteed shelflife of the product being bid? What is the dilution ratio of the product being bid: Foam Fill - 1:_____ and Expansion Ratio - 1:_____ average? 	yes 32 to 80 farenheit shelf life is 2 yrs foam fill 1:20 expansion ratio 1:125
9	Foam Production	Incorporate the following information for the product you are bidding: 1 gallon of packaged Metam + _____ gallons of water = _____ gallons Solution x 20 Expansion = _____ Gal. of Produced Foam	7.5 gal of packaged metam + 180 gal of water = 3750 gal of foam
10	EPA Registration #	What is the EPA Registraction # of the product being bid?	1015-70
11	Submittals	I have attached the submittals required in Section 10 of the specifications in the Response Attachment section of the Ebid.	Yes
12	Contact	Name of person submitting this bid:	Dale Pinkelman
13	Electronic Signature	Please check here for your electronic signature.	Yes

Line Items

#	Qty	UOM	Description	Response
1	40	5 gallons	Foaming Root Control	\$290.00

Item Notes: Unit price shall be per a 5 gallon container and shall include freight to the City's Wastewater facility.

Supplier Notes:

Response Total: \$11,600.00

**RESTRICTED USE PESTICIDE
DUE TO ACCUTE TOXICITY**

For retail sale and use only by Certified Applicators or persons under their direct supervision and only for those users covered by the Certified Applicator's certification.

DICHLOBENIL 50 W

(FOR USE IN SANAFQAM VAPOROOTER II FOAM APPLICATIONS)

ACTIVE INGREDIENT	% By weight
Dichlobenil (2,6-dichlorobenzonitrile).....	50.0%
OTHER INGREDIENTS	50.0%
Total	100.0%

**KEEP OUT OF REACH OF CHILDREN
CAUTION**

See additional precautionary statements on side panels.

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

DIRECTIONS FOR USE

It is a violation of Federal law to use this product in a manner inconsistent with its labeling. This package contains one 30 oz. water soluble inner bag for direct addition to the equipment mix tank when making foam applications of **SANAFQAM VAPOROOTER II**. See the outer box label for additional precautions, complete labeling, and instructions for use in **SANAFQAM VAPOROOTER II**.

EPA Reg. No. 1015-70

EPA Est. No. 1015-MO-1

Manufactured for:
Douglas Products & Packaging Company
1550 East Old 210 Highway
Liberty, MO 64068-9459

Net Weight: 30 oz.

PHYSICAL OR CHEMICAL HAZARDS

Do not use or store near heat or open flames.

STORAGE AND DISPOSAL

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

PESTICIDE STORAGE: Do not store near food or feed, seeds, bulbs, tubers, nursery stock or other vegetative matter. Do not store near pet or livestock quarters. Store in a cool, dry, and well ventilated area. Do not open the protective foil pouch until water soluble bags are needed.

PESTICIDE DISPOSAL: Wastes resulting from the use of this product must be disposed of on site by discharging into sewer pipes, being treated or at an approved waste disposal facility.

CONTAINER DISPOSAL: Non-refillable container. Do not reuse; if refill this container. Offer for recycling, if available or, dispose of the empty outer foil pouch in the trash as long as WSP is unbroken.

EPA 200900415

**RESTRICTED USE PESTICIDE
DUE TO ACUTE TOXICITY**

For retail sale and use only by Certified Applicators or persons under their direct supervision and only for those uses covered by the Certified Applicator's certification.

DICHLOBENIL 50 W

(FOR USE IN SANAFOAM VAPOROOTER II FOAM APPLICATIONS)

ACTIVE INGREDIENT	By weight
Dichlobenil (2,6-dichlorobenzonitrile)	50.0%
OTHER INGREDIENTS	50.0%
Total	100.0%

KEEP OUT OF REACH OF CHILDREN

CAUTION

See additional precautionary statements on side panels.

If used in accordance with directions, because a slight irritation may occur, it is suggested that you wear a protective mask and gloves when handling this product.

DIRECTIONS FOR USE

It is a violation of Federal law to use this product in a manner inconsistent with its labeling. This package contains one (1) oz. water soluble inner bag for direct addition to the equipment mix tank when making foam applications of **SANAFOAM VAPOROOTER II**. See the outer box label for additional precautions, complete labeling, and instructions for use in **SANAFOAM VAPOROOTER II**.

EPA Reg. No. 1015-70

Manufactured for:

Douglas Products & Packaging Company
1500 East Old 210 Highway
Liberty, MO 64068-9459

Net Weight: 10 oz.

EPA Est. No. 1015-MO-1

PERSONAL PROTECTIVE EQUIPMENT (PPE)

Mixers, loaders, applicators and other handlers must wear:

- Long-sleeved shirt and long pants
- Closed-toe shoes
- Chemical-resistant gloves when mixing and handling
- Chemical-resistant apron when mixing and handling

User Safety Requirements: Follow manufacturer's instructions for cleaning/maintaining PPE. If no such instructions for washables exist, use detergent and hot water. Keep and wash PPE separately from other laundry.

USER SAFETY RECOMMENDATIONS

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

ENVIRONMENTAL HAZARDS

Keep out of lakes, ponds or streams. Toxic to fish and aquatic life. Do not apply directly to water, to areas where surface water is present or to intertidal areas below the mean high water mark. Do not contaminate water when disposing of equipment wash waters. Equipment wash waters and wastes resulting from the use of this product may be disposed of on site according to label directions or at an approved waste disposal facility. Do not use in potable sewer systems. Do not use in storm, field or other drains unless effluent is treated in a sanitary sewer system. Keep off lawns and plants as they may be severely injured. Foam should be allowed to drain off planted areas immediately rather than washing off with water.

This chemical has properties and characteristics associated with chemicals detected in ground water. The use of this chemical in areas where soils are permeable, particularly where the water table is shallow may result in ground-water contamination.

USE PRECAUTIONS

See the outer box label for additional precautions, complete labeling, and instructions for use in **SANAFAM VAPOROOTER II**.
When used in inhabited buildings, residences, offices, hospital, etc.) windows must be open or an exhaust fan must be operating during the application.

FIRST AID	
If swallowed	<ul style="list-style-type: none"> • Call a poison control center or doctor immediately for treatment advice. • Have person sip a glass of water if able to swallow. • Do not induce vomiting unless told to do so by a poison control center or doctor. • Do not give anything by mouth to an unconscious person. • Take off contaminated clothing. • Rinse skin immediately with plenty of water for 15 - 20 minutes. • Call a poison control center or doctor for treatment advice.
If on skin or clothing	<ul style="list-style-type: none"> • Hold eye open and rinse slowly and gently with water for 15 - 20 minutes. • Remove contact lenses, if present, after the first 5 minutes, then continue rinsing eye. • Call a poison control center or doctor for treatment advice.
If in eyes	<ul style="list-style-type: none"> • Move person to fresh air. • If person is not breathing, call 911 or an ambulance, then give artificial respiration, preferably mouth-to-mouth, if possible. • Call a poison control center or doctor for further treatment advice.
If inhaled	<p>HOT LINE NUMBER</p> <p>For additional information in case of emergency call toll free (1-800-888-7378). Have the product container or label with you when calling a poison control center or doctor, or going for treatment.</p>

PRECAUTIONARY STATEMENTS

HAZARDS TO HUMANS AND DOMESTIC ANIMALS

CAUTION

Harmful if swallowed or absorbed through skin. Avoid contact with eyes, skin or clothing.



Highly Effective Root and Grease Control

VAPOROOTER: FOR 40 YEARS, THE MOST TRUSTED NAME ON THE STREET...AND UNDER IT



VAPOROOTER

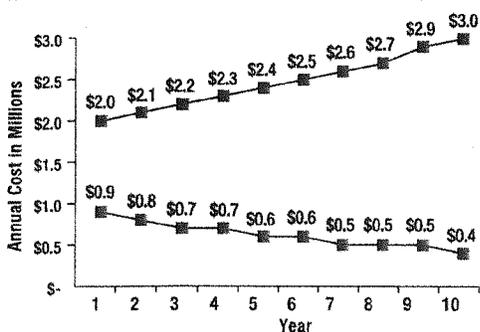
Root Control

Vaporooter[®] is the most effective way to eliminate your root problems. Its scientific formula is guaranteed to destroy roots on contact and control regrowth for years. The application is simple, fast and inexpensive, most importantly – it works.

Years of scientific research and more than a hundred million feet of experience prove Vaporooter's two-part formula is the most cost-effective way to rid your system of roots and keep them from coming back for years. Vaporooter contains a fast acting herbicide that kills roots on contact and a second long-lasting herbicide that fills joints and cracks to prevent roots from blocking pipes for years.

Vaporooter Saves Money Versus Cutting

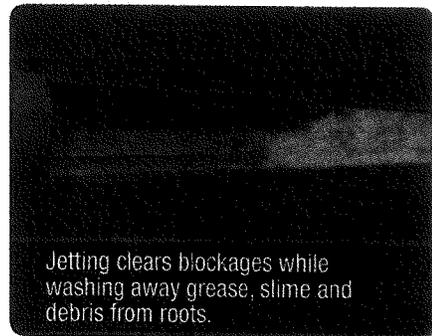
Old-fashioned root cutting might seem like the simplest solution. Unfortunately, cut roots grow back faster and thicker, requiring more and more frequent cutting to avoid blockages and costly overflows. Vaporooter, on the other hand, kills roots chemically and controls regrowth for years. Foaming with Vaporooter saves costly labor expense because, typically, a two-man crew can easily treat 3-4 times more than they can cut per day. It's simple math. Vaporooter will eliminate your root blockages while saving you valuable budget dollars. This graph illustrates the savings you can attain by using Vaporooter.



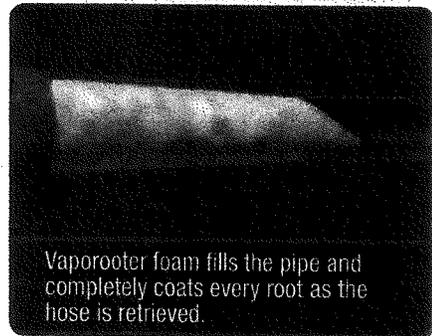
— Cutting
— CRC

Graph shows the costs of cutting versus Vaporooter foaming for a city with 1,000 miles of sewer lines and 45% root intrusion. We will gladly plug in your exact numbers to show you specific savings for your city.

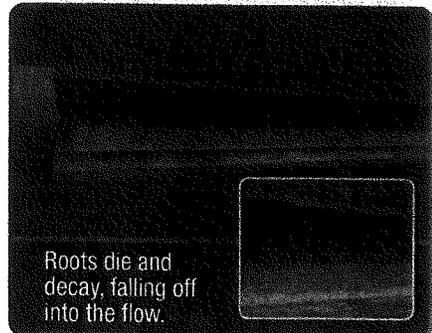
THE VAPOROOTER PROCESS



Jetting clears blockages while washing away grease, slime and debris from roots.



Vaporooter foam fills the pipe and completely coats every root as the hose is retrieved.



Roots die and decay, falling off into the flow.

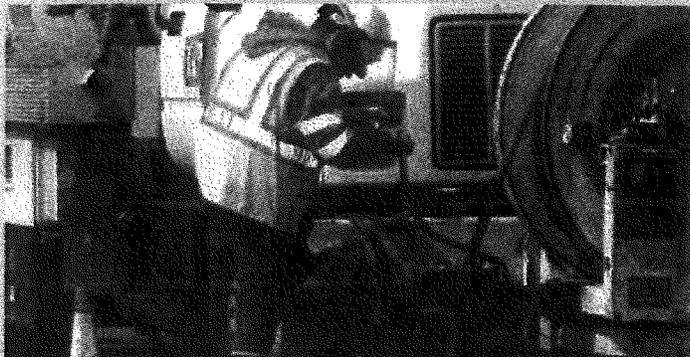
*Refers to Sanafoam Vaporooter II, a Restricted Use Pesticide

Applicator

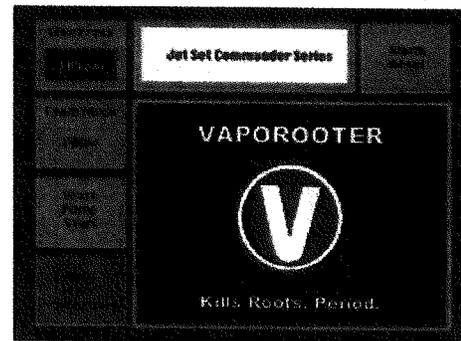
To achieve the best root control results with Vaporooter, use the Jet Set Commander root-foaming system. The advanced, computer-controlled equipment applies the exact amount of chemical foam required to effectively eliminate roots.

If the Jet Set Commander had been around in the 80's, you wouldn't have a root problem today. This state-of-the-art, patented technology has literally revolutionized root foaming. A touch screen controller makes root foaming as simple as pushing a button. The computerized system automatically mixes the two active ingredients, foaming agent, water and air to deliver exactly the right amount of chemical in a dense foam that fills the pipe, coating every inch of every root. Application of Vaporooter using the Jet Set Commander is so efficient that, typically, a two-person crew can treat sanitary sewers in a fraction of the time it would take a full crew to cut them.

The Jet Set Commander features a special, two-stage nozzle that operates as a jetter under high pressure and as a foaming nozzle when the water is shut off. Under high pressure, the jetter clears blockages while washing away grease, slime and debris from the roots, preparing them for treatment with Vaporooter. Then, as the hose is retrieved, foam fills the entire pipe and coats roots with Vaporooter at the proper concentration. It also features a wash down pump to rinse the hose as it exits the manhole and is rewound on the reel.

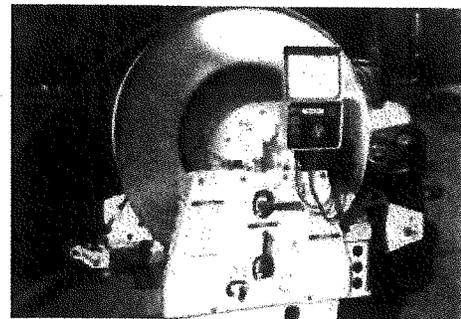


TOUCH SCREEN CONTROLS



No complicated process here. With the Jet Set Commander, if you can jet, you can foam. The specially-designed touch screen takes the guesswork out. All functions are controlled with a simple touch of the screen.

COST-EFFECTIVE USE



The Jet Set Commander's state-of-the-art design is available as a new or aftermarket option on all major jet and combination trucks. Adding a chemical root foaming option will significantly increase the productivity of your crews and save tens of thousands of dollars or more per year.



**GREASE
RELEASE**

Grease Control

Grease Release from Vaporooter is the most effective weapon in the underground war against grease, fats and oils. Even today's growing amount of grease invading your system is no match for Grease Release.

Your system is getting slammed with grease from every direction – restaurants, homeowners, industrial plants and more. It just wasn't designed to handle the onslaught, so reach for a new and powerful tool to get the job done – Grease Release from Vaporooter.

Interior pipe surfaces are porous which gives grease a foothold to hang on and accumulate. The answer for a growing number of municipalities and contractors is Grease Release.

Using any jetter, scientifically formulated Grease Release blasts out grease all the way down to and into the pores where it clings. Grease Release then coats the pipe surfaces with a grease-repelling barrier that slows future build-ups and makes future cleaning easier and less frequent.

Grease Release is injected into the jetting stream to penetrate blockages, dissolving grease and leaving a trail of foam that penetrates and dissolves grease.

After a few minutes, retrieve the hose while jetting to remove and dissolve any remaining grease leaving the pipe and your hose squeaky clean.

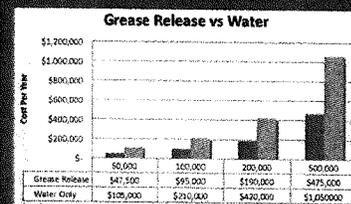
REDUCE YOUR CLEANING COSTS

Grease Release significantly reduces your cleaning cost per foot because jetting with water alone takes much longer, uses more water, fuel and valuable crew time. In addition, Grease Release dramatically reduces the number of times that line needs to be revisited each year. It's simple math. Grease Release will eliminate your grease problems while saving you valuable budget dollars. This graph illustrates the savings you can attain by using Grease Release.

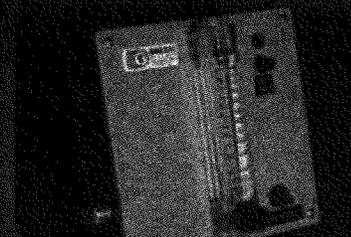
Use Grease Release without risk. Its performance is guaranteed.

The Grease Release Metering System

Get the most out of every drop of Grease Release with the optional metering system. It's engineered to deliver the exact concentration on demand, eliminating the expense of under-applications and over-applications. The Grease Release Metering System installs quickly and easily on any jetter truck.



Graph shows the costs of cleaning 50,000 to 500,000 feet per year with Grease Release versus using water only. We will gladly plug in your exact numbers to show you the specific savings for your city.



Grease Control

Vaporooter offers a line of microbial grease removers that are effective, non-toxic weapons in your arsenal to remove grease, fats and oils to help maintain grease-free lines to maximize flow.

MicroJet™

MicroJet™ is a microbe enriched surfactant engineered to provide excellent cleaning properties plus beneficial bacteria that literally eat away grease, fats and oils in drain lines, sanitary sewers and lift stations.

MicroJet is applied like any ordinary surfactant using a jetter truck. The surfactant provides superior initial cleaning while injecting millions of bacteria that destroy the grease clinging to the interior of a pipe, essentially breaking it down to harmless water and carbon dioxide. MicroJet leaves behind a bacteria infused coating on the surface to suppress future buildup.

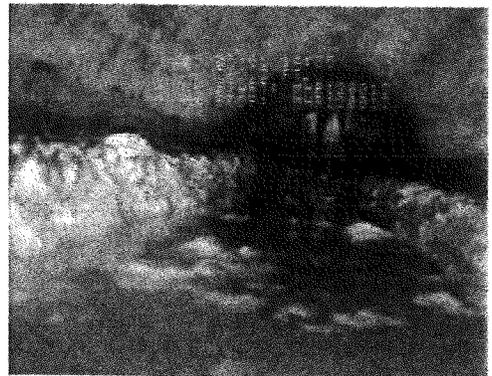
BioPlug

Halt the build-up of fats, oils and grease in wastewater systems with a simple, labor-free maintenance program using BioPlug. Grease, as well as sugar and starches, are continuously and automatically stopped from forming for up to 30 days at a time.

Most products on the market contain high concentrations of enzymes that claim to liquefy grease; however, the grease simply re-solidifies, in effect moving the mass downstream. BioPlug is different. It releases trillions of natural aerobic bacteria that literally eat grease and organic buildup in the sewer lines. BioPlug contains eight strains of highly effective grease-metabolizing bacteria that accelerate the bioremediation process, essentially turning grease into harmless carbon dioxide and water.

BioPlug is available in two unique formulations: **BioPlug L**, formulated for use in lift stations, and **BioPlug CS**, for use in sewer lines. BioPlug CS is designed for use in sewer lines, suspended from the underside of manhole covers. As it floats, it releases bacteria at a rate that matches the flow of water for peak control of fats, oils and grease.

BioPlug contains no enzymes, surfactants or chemicals, making it environmentally friendly to use. It fully eliminates grease and oils, and leaves nothing behind for further treatment, making it the method of choice for municipalities and institutions across the country. MicroJet is recommended to provide initial cleaning or line preparation when using either BioPlug product and may also be used as part of a routine maintenance program.





VAPOROOTER®

To learn more about Vaporooter®, Grease Release
and other sanitary sewer products, or for general sales
and distribution requests, please contact us.

1-800-223-3684 • www.vaporooter.com

VAPOROOTER

1550 East Old 210 Highway • Liberty, MO 64068
Vaporooter is a Restricted Use Pesticide.



Material Safety Data Sheet

SANAFOAM VAPOROOTER® II

Metam Sodium/Foaming Agent

Section 1. Product and Company Identification

Product Name: SANAFOAM VAPOROOTER® II
Product Code: V-F-SAN-VAPOA, V-F-SAN-VAPOC, V-F-SAN-VAPOU
Effective Date: June 2011
Code of preparation: Root control
Manufacturer Information:
 Douglas Products and Packaging Company
 1550 East Old 210 Highway
 Liberty, Missouri 64068
 Information Phone: (816) 781-4250
 Emergency Phone: Chemtrec (800) 424-9300

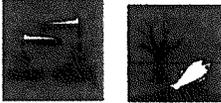
Section 2. Ingredients and Hazards Identification

Hazardous Components	Occupational Exposure Limits					
	Component	CAS Number	OSHA PEL	ACGIH TWA	Weight Percent	Section 313
Metam sodium	137-42-8	None listed	None listed	30		Yes
Isopropyl alcohol (IPA)	67-63-0	400 ppm 980mg/mg3	200 ppm	1		Yes
Foaming agent	Proprietary			69		No
Dichlobenil 50W	1194-65-6	NE	NE	005		No

This product contains the following EPCRA Section 313 chemicals subject to the reporting requirements of Section 313 of the Emergency Planning and Community Right-To-Know Act of 1986 (40 CFR 372).
 The volume of this container is 18.93 L (gallons)

Section 3. Hazard Identification

CAUTION: INGESTION OF PRODUCT MAY BE HARMFUL OR FATAL



Corrosive Environmental

This product is one of the two components used for root control in underground pipes. The products are shipped in one package, of Dichlobenil, container(s) with Metam Sodium solution and then they are mixed following specific instructions prior to the time of use. The product cannot be used by the general public. The chemical is used only by a professional trained person(s) with specialized equipment. The product is a combination pack of a water soluble bag of dry Dichlobenil and a liquid container with Metam sodium and a foaming agent. The liquid is corrosive and combustible. Please read the directions on the label and wear proper personal protective equipment (PPE).

Potential Acute Health Effects:

Eyes: Causes eye irritation

Skin: Expected to cause irritation to the skin

Inhalation: Vapors may cause respiratory irritation may cause damage to central nervous system

Ingestion: Harmful if swallowed

Delayed or other Health Effects:

Contain material that may cause adverse reproductive effects on animal data

Target Organs:

May cause damage to the person's central nervous system and the kidney on repeated ingestion.

Section 4. First Aid Measures

Special instructions: Note to physicians: Treat symptomatically. Contact poison control center for further information.

Inhalation: Remove victim to fresh air. If breathing has ceased, clear the victim's airway and start rescue breathing. If breathing difficult, give oxygen. Seek medical help immediately.

Eyes: Immediately flush eyes with copious amounts of clear, cool running water for a minimum of 15 minutes. Hold the eyelids apart during the flushing to ensure rinsing the entire surface of the eyes and lids with water. Seek medical help immediately. If there is a delay in getting medical attention, repeat the process for 15 more minutes.

Skin: Immediately flush all affected areas with large amounts of clear water for at least 15 minutes. Remove the contaminated clothing. Do not attempt to neutralize with chemical agents. If skin swelling and irritation persists, seek medical attention immediately.

Ingestion: Immediately dilute the swallowed product by giving copious amounts of clear water. DO NOT induce vomiting. If victim vomits continue to give clear water again. Never give anything to a victim that is unconscious. Seek medical attention immediately.

Section 5. Fire Fighting Measures

Suitable extinguishing media: Dry chemical, non-polar foam, carbon dioxide, avoid addition of water spray or fog.

Extinguishing media must not be used for safety reasons: Water may cause generation of toxic and flammable fumes of

Methylisothiocyanate (MITC) and hydrogen sulfide (H₂S).

Special exposure hazards in fire: Oxides of nitrogen, MITC and H₂S.

Special protective equipment for fire-fighters: Wear self-contained breathing apparatus and chemical and fire resistant protective gear.

Other instructions: Clean all protective clothing before re-use. Avoid the use of water based cleaning materials.

Section 6. Accidental Release Measures

Personal precautions: Wear proper PPE see section 8. Work in well-ventilated area and use air-supplied respirators, chemical resistant boots, gloves, long sleeve shirts, long pants and safety goggles.

Environmental precautions: Avoid discharge into any water source.

Methods for cleaning up: Cover with an inert absorbent material to absorb the liquid and vapors. Contact with moisture can create the toxic and flammable gases of MITC and H₂S. Use non-sparking tools to sweep and pick up the absorbed materials and place in a plastic container with a lid for disposal.

Other instructions: Contact governmental agencies to secure instructions about disposal.

Section 7. Handling and Storage

Handling: Prevent skin contact. Wear PPE suggested in section 8. Do not breathe the fumes. Wash thoroughly after handling.

Specific use(s): The prevention of tree root re-growth and entry into sanitary, septic and sewers following a mechanical process.

Storage: Do not store below 0°C (32°F), product crystallizes at lower temperatures. Store in cool-dry well-ventilated area. Keep out of sunlight.

Section 8. Exposure Control/Personal Protection

Exposure limit values

HTP values: None listed for Metam sodium, however the degradation product MITC has very low inhalation value of 1.9 mg/L.

Other limit values: Metam sodium produces MITC when in contact with water.

Exposure controls

Occupational exposure controls: Wear all the following PPE when loading, handling or mixing.

Respiratory protection: A properly fit-tested approved respirator (NIOSH/MSHA) with organic vapor cartridges. Air-supplied respirators are preferred.

Hand protection: Wear chemical resistant gloves.

Eye protection: Wear safety goggles or safety glasses under a face shield.

Skin protection: Chemical resistant sun with long pants and sleeves. Wear chemical resistant boots.

An eye wash station and safety shower should be located near the work area. Note there are portable eye wash and shower stations available to provide this protection in areas without plumbing.

Section 9. Physical and Chemical Properties

GENERAL INFORMATION: THE PRODUCT IS A LIQUID LIGHT YELLOW-GREEN COLOURED LIQUID WITH SLIGHT SULFUR ODOR.

Important health, safety and environmental information: Wear specified PPE as outlined in section 8 and on the label. Process requires specialized application equipment operated by trained staff. Avoid mixing with acidic material as hydrogen sulfide gas may occur.

Bulk Density	1.2 kg/L (10.1 lb/gal)	% Volatiles by Volume	82% @ 150°C (302 °F)
Specific Gravity (H₂O)=1	1.15 for liquid	Freezing Point	0 °C (32 °F)
Solubility	Soluble in water	Boiling Point	112°C (234°F)
pH	7.5-9.5 for the liquid component	Flash point	64.6 °C(200 °F)
Other	1% IPA		

Section 10. Stability and Reactivity

Conditions to avoid: Avoid contact with brass with liquid as it will decompose

Materials to avoid: Acid mixing with acidic materials as hydrogen sulphide gas may evolve.

Hazardous decomposition products: Methylisothiocyanate (MITC) is formed in contact with water.

Section 11. Toxicological Information

Acute toxicity:

Metam sodium MITC

Oral LD₅₀ = 812 mg/kg 55-220 mg/kg

Dermal LD₅₀ =>2020 mg/kg 33-202 mg/kg

Inhalation LC₅₀ = 2.28 mg/L 1.9 mg/L(1 hr)

Irritation and corrosiveness: Corrosive

Material Safety Data Sheet

SANAFOAM VAPOROOTER® II

Metam Sodium/Foaming Agent

Sensitization: Sensitizer
Sub-acute, sub-chronic and prolonged toxicity: Animal studies have shown evidence of developmental, mutagenic and carcinogenic.
Empirical data on effects on humans: Corrosive and toxic

Section 12. Ecological Information

Aquatic toxicity: This product is toxic to fish.
Other adverse effects: Keep out of all waterways

Section 13. Disposal Considerations

Disposal must be at approved an approved waste facility for chemical waste. The empty container must be triple rinsed prior to disposal. Consult the label and governmental regulatory agencies for the proper disposal procedures

Section 14. Transport Information

UN number: UN3266
Packing group: III
Ground transportation: UN3266, Corrosive liquid, basic, inorganic, N.O.S. (Sodium -methylidihocarbamate (Metam Sodium), 8, III, Marine Pollutant, ERG#153, NMFC #44155, Sub 4, Sanafoam Vaporooter® II
Sea transport IMDG class: 8
Correct Technical name: Sanafoam Vaporooter® II
Other information: DO NOT SHIP BY AIR.

Section 15. Regulatory Information

The label shows a DANGER, Corrosive warning
Names of the ingredients given on the label: Metam sodium/foaming agent/Isopropyl alcohol

R phrases: Reacts violently with water (R14), Contact with water liberates extremely flammable gases (R15), Harmful by inhalation (R20), Harmful in contact with skin (R21), Harmful if swallowed (R22), Irritating to eyes (R36), Harmful to aquatic organisms (R52)

S phrases: Keep in cool place (S3), Keep container tightly closed (S7), Keep container in a well-ventilated place (S9), Avoid contact with skin (S24), Avoid contact with eyes (S25), Take off immediately all contaminated clothing (S27), After contact with skin, wash immediately with plenty of soap-suds (S28), Do Not empty into drains (S29), Wear suitable protective clothing (S36), Wear suitable gloves (S37), Wear eye/face protection (S39). Is swallowed, seek medical advice immediately and show

EPCRA 311/312 Categories:

Immediate (Acute) Health Effects:	Yes
Delayed (Chronic) Health Effects:	Yes
Fire Hazard:	No
Sudden Release of Pressure	No
Reactivity:	No

Right to know classification: Metam sodium and IPA are listed in CA, PA, MN, MA, MI, FL and NJ.

Section 313: Yes for IPA

TSCA: None

Reportable Quantity (RQ): None

Prop. 65: Not listed

WHMIS: Class E (Corrosive) Metam sodium, Class B (Flammable) Isopropyl alcohol

Metam sodium and IPA are listed in chemical inventories in: AICS, ECL, EEC, ENCS, EU, Israel, MAC, MAK, MITI, PICCS, SWISS, Taiwan, USA and UK

Abbreviations:	
AICS	Australian Inventory of Chemical Substances
CAS #	Chemical Abstract Service Number
°C	Celsius temperature scale
°F	Fahrenheit temperature scale
ECL	Korean Existing Chemicals List
EEC	European Economic Commission
ENCS	Japanese Existing and New Chemical List
EINECS #	European Inventory of Existing Chemical Substances
Number	
EU	European Union
(Israel)	2001 proposed list of chemical substances to be regulated under Israel Hazardous Substances Law and Regulations List
MAC	Netherlands
MAK	Germany
MITI	Ministry of International trade and Industry
NA	Not applicable
PEL	Permissible Exposure Limit
PICCS	Philippines Inventory of Chemicals and Chemical Substances
PPE	Personal Protective Equipment
Prop.	Proprietary
NA	Not applicable
ND	Not determined

STEL	Short Term Exposure Limit
SWISS	Gifiliste 1
SWISS	Inventory of Notified New Substances
TLV	Threshold Limit Value
TSCA	Toxic Substance Control Act
TWA	Time Weighted Average
(Taiwan)	
List of Toxic Chemical Substances regulated under Taiwan Toxic Chemical Substances Control Act of 1086	
USA	United States of America
UK	United Kingdom

Section 16. Other Information

Hazardous Material Information (HMIS) **National Fire Protection Association (NFPA)**

Health	3	K	Personal Protection
Fire	1	1	Instability
Reactivity	1		

Health 4 Deadly 3 Extreme Danger 2 Dangerous 1 Slight hazard 0 No hazard
 Fire 4 < 73 °C 3 < 100 °C 2 < 200 °C 1 > 200 °C 0 Will not burn
 Reactivity/Instability 4 – May detonate 3 Explosive 2 Unstable 1 Normally stable 0 Stable

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From: no-reply@egov.com
Sent: Wednesday, November 07, 2012 3:22 PM
To: registration
Subject: NE. On-line Pesticide Registration

Nebraska Department of Agriculture
Dealer/Pesticide Renewal Information

=====

The following have been renewed:

ID: 1015-68

NAME: MAX KILL VAPO-CIDE

ID: 1015-69

NAME: MAX KILL DUSTA-CIDE 6

ID: 1015-70

NAME: SANAFOAM VAPOROOTER II

ID: 70506-13-1015

NAME: PHOSFUME FUMIGATION TABLETS

ID: 70506-14-1015

NAME: PHOSFUME FUMIGATION PELLETS

ID: 1015-76

NAME: PHOSFUME 2 TABLETS

ID: 1015-76

NAME: PH3 TABLETS

ID: 1015-74

NAME: PHOSFUME 2 PELLETS

ID: 1015-74

NAME: PH3 PELLETS

ID: 1015-67

NAME: DOUGLAS PYRETHRIN 5

The total fee charged to you was \$2,051.55

Your confirmation number is: 3876878

If you have any questions please call 402-471-2394.

The total payment covers the amount you owe as well as the operating costs, incurred by the Nebraska.gov Network Manager, Nebraska Interactive, LLC contracted by the Nebraska State Records Board (NSRB) to provide online services for Nebraska government agencies, including the State's portal (www.Nebraska.gov). Nebraska Interactive builds and manages online solutions that help Nebraska government realize greater operational efficiencies by allowing citizens to interact quickly and easily with their government.

POST IN CONSPICUOUS PLACE

NONTRANSFERABLE

STATE OF IOWA

DEPARTMENT OF AGRICULTURE & LAND STEWARDSHIP

DES MOINES

FEE# PAID

PESTICIDE DEALER LICENSE

NO. PD 05046 000

TRANS-IOWA EQUIPMENT LLC
4607 SE RIO COURT
ANKENY IA 50021

THE AFORESAID, HAVING DEPOSITED THE REQUIRED FEE, IS HEREBY GRANTED THE ABOVE LICENSE PURSUANT TO SECTION 206.8, CODE OF IOWA. THIS LICENSE SHALL REMAIN IN FULL FORCE FROM THE DATE OF ISSUE UNTIL ITS EXPIRATION DATE, UNLESS REVOKED OR SUSPENDED FOR CAUSE BY THE SECRETARY OF AGRICULTURE FOR NONCOMPLIANCE WITH IOWA CODE CHAPTER 206 OR RULES PROMULGATED PURSUANT THERETO.

DATE OF ISSUE
EXPIRES

JUNE 29, 2012
JUNE 30, 2013



SECRETARY OF AGRICULTURE
AND LAND STEWARDSHIP

SPECIFICATIONS METAM BASED SEWER ROOT CONTROL HERBICIDES

1. GENERAL

- 1.1 The purpose of this document is to specify a product to control tree roots in sewers.
 - 1.1.1 The product must be applied via the foaming method of application.
 - 1.1.2 Chemicals designed to be applied by soaking, spraying, dusting, pouring down manholes, or other methods of application will not be considered.
- 1.2 The active ingredients in the chemical root control agent shall be Metam Sodium and Dichlobenil.
 - 1.2.1 Only products that contain both of these active ingredients specifically labeled for use in sewers to control tree roots will be considered.
- 1.3 Bidder must submit bid, bid documents and all supporting material via e-bid.
- 1.4 All inquiries regarding these specifications shall be directed via e-mail or faxed request to Shelly Hinze, Buyer (rhinze@lincoln.ne.gov) Or Fax:(402)441-6513.
 - 1.4.1 These inquiries and/or responses shall be distributed to prospective bidders electronically as an addenda.

2. COMPLIANCE WITH APPLICABLE LAWS

- 2.1 In accordance with federal and state law, only products which are currently registered with the USEPA, and with the Nebraska Department of Agriculture will be considered.
- 2.2 Bidders must be licensed as pesticide dealers with the Nebraska Department of Agriculture (DOA) before filling any orders placed for materials by the City, as required by law.
- 2.3 All packaging, and shipping procedures must comply with federal and state DOT laws and Regulations.

3. TYPE AND COMPOSITION OF THE CHEMICAL ROOT CONTROL AGENT

- 3.1 The product shall be composed of these components:
 - 3.1.1 Metam Sodium: The Metam Sodium shall be packaged and labeled separate from other component ingredients and formulated as a water soluble liquid containing a minimum of 32.7% AI (active ingredient) by weight.
 - 3.1.2 Dichlobenil: The dichlobenil shall be formulated as a minimum 50W wettable clay powder.
 - 3.1.3 A 5 gallon unit of chemical root control product, must contain 30 ounces of 50W dichlobenil-- 15 ounces active Dichlobenil herbicide, and 15 ounces of wettable clay.
- 3.2 Foaming Agent: The foaming agent, when mixed as a 1% aqueous solution and applied through standard foam application equipment, shall produce a small bubble, dense foam capable of sustaining its shape and remaining on treated roots for a period of one hour.

4. PACKAGING

- 4.1 Containers must meet all DOT and OSHA requirements for the product supplied.
- 4.2 All pesticide containers shall be pelletized and shrunk wrapped.
- 4.3 To ensure product stability, freshness and shelf life, all three product components must be packaged in separate containers.
 - 4.3.1 In particular, the Metam Sodium must not be formulated or mixed with the foaming surfactant.
- 4.4 To minimize the potential for drift, the Dichlobenil powder will be packaged in a wide mouth jar for easy pouring.
 - 4.4.1 Plastic bags that must be cut and shaken, to empty product, are not acceptable.

5. EQUIPMENT COMPATIBILITY

- 5.1 Bidders must warrant that the materials bid herein are compatible for use with the City's trailer mounted A Irrigation Engineering Hose Thruster, the current chemical root control equipment used.

6. GUARANTEE

- 6.1 The Bidder shall guarantee the chemical product as follows.
 - 6.1.1 The Bidder guarantees the products shelf life for two years from the date of the delivery.
 - 6.1.2 Any chemical product that is determined by the City to be defective in foam quality, and/or chemical composition, within this 2 year period, will be returned to the Bidder, at their expense, for a full refund.

7. **REQUIREMENTS CONTRACT**

- 7.1 The City is not obligated to any minimum or maximum quantities under the contract.
- 7.2 Estimated purchases not to exceed \$25,000.00 per year.
- 7.3 The City intends to order on an as-needed basis, although nothing in this document or elsewhere in the contract documents shall be construed as obligating the City to do so.
- 7.4 Upon receipt of an order, the Bidder will deliver all chemical product to the City, within thirty calendar days.
- 7.5 The City reserves the right to inspect and test all chemical product as it is delivered, and to reject any chemical product that in the opinion of the City is unsatisfactory.

8. **CONDITIONS OF SALE**

- 8.1 The City will employ trained and experienced applicators to handle and use pesticides.
- 8.2 The City will comply with all State and Federal laws governing the use of pesticides, and obtain all necessary licenses and permits required to apply the chemical product specified herein.
- 8.3 The product specified herein is for the sole use of the City, and is intended strictly for use by appropriate City personnel on the City's sanitary sewer systems.

9. **BASIS FOR AWARD**

- 9.1 Proposals will be evaluated based on several factors, including:
 - 9.1.1 Price quoted by the Bidder
 - 9.1.2 Quality of foam, as judged by City' personnel
 - 9.1.3 Formulation and packaging of product

10. **SUBMITTAL**

- 10.1 The following must be attached to the Response Attachments section of the ebid:
 - 10.1.1 Specimen labels
 - 10.1.2 A description of product packaging, including brochures
 - 10.1.3 Material Safety Data Sheets
 - 10.1.4 Copy of the product registration with the State of Nebraska Department of Agriculture.
 - 10.1.5 Copy of Bidders state pesticide dealer's license.
- 10.2 Failure to include the above will be judged by the City as unresponsive, and will disqualify the bid.