



TOWN OF HILLSBOROUGH, CALIFORNIA

INVITATION FOR INFORMAL BIDS

FOR THE

**FY18-19 SANITARY SEWER MAINS CHEMICAL ROOT
CONTROL TREATMENT PROJECT**

Bid Due: 2 p.m., Wednesday, June 26, 2019

Town of Hillsborough
1600 Floribunda Avenue
Hillsborough, CA 94010

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FY18-19 SANITARY SEWER MAINS CHEMICAL ROOT CONTROL TREATMENT PROJECT

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- ATTACHMENT A – Mini Basin Maps
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- ATTACHMENT C – Manhole Location Summary by Mini Basin



NOTICE TO BIDDERS

Informal Bids are hereby requested by the Town Hall, Town of Hillsborough for the:

FY18-19 SANITARY SEWER MAINS CHEMICAL ROOT CONTROL TREATMENT PROJECT

Scope: The Scope of work is to furnish all labor, materials, equipment, tools, and services required to perform and complete all work necessary to apply chemical root control treatment to existing sewer mains at the locations described in Attachments A through C.

Details are presented in Exhibit A attached to this Request for Bids.

Bid Timing: Sealed bids must be received by the Office of the City Clerk, Town Hall, Town of Hillsborough 1600 Floribunda Avenue, Hillsborough, California 94010, **by 2:00 p.m. on Wednesday, June 26, 2019.**

Project Duration: Time for Completion will be **sixty (60) working days** from the date of contract execution.

Proposal Format and Submittal: All bids must be on the forms in this package or on photocopies of these forms. Subsequent to Bid Opening, all proposals must remain valid for 90 days and may be subject to acceptance by the Town. A Bid Bond, as described in the Bid Documents, must be submitted with the Bid.

Contractor Qualifications: The Contractor must be licensed as a pesticide application business with the California Department of Pesticide Regulation prior to submitting a bid proposal. The Contractor must demonstrate a minimum level of five (5) years direct experience in applying chemical root control treatment to sanitary sewer mains. The Contractor must provide proof of successful completion of at least five (5) other projects similar in size and scope to the work specified herein within the last two (2) years. The Contractor may be disqualified if they cannot provide this proof of experience. Any work performed by subcontractors for the Contractor will not be considered.

Pursuant to Labor Code section 1725.5, no contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations. To be considered qualified to bid on this project, the Contractor must be registered with the Department of Industrial Relations and must furnish their Contractor Registration Number to the Town.

Bonds: A bidders bond, in the amount of 10% of the bid total is required to be submitted with the bid proposal.

-NTB-

Per California Civil Code Section 9550, a payment bond in the amount of 100% of the bid total will be required from the successful bidder for bids exceeding \$35,000. The bond must be provided within 10 calendar days from notice of award and prior to the performance of any work.

A performance bond in the amount of 100% of the total bid will be required from the successful bidder. The bond must be provided within 10 calendar days from notice of award and prior to the performance of any work.

Pre-Bid Site Investigations: Bidders shall be responsible for examining the designated sites, to note existing conditions and to take measurements, prior to submission of their bids. No allowance or additional payment will be subsequently made for any site condition that could have been ascertainable by making this site investigation.

Questions regarding this Invitation to Bid may be directed to Kathy Kim, Project Manager, at (650) 375-7538.

Notice of Compliance Monitoring: This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

PROPOSAL

FY18-19 SANITARY SEWER MAINS CHEMICAL ROOT TREATMENT PROJECT

TO: Town of Hillsborough
Office of the City Clerk
Town Hall
1600 Floribunda Avenue
Hillsborough, California, 94010

PROJECT DESCRIPTION

The Town of Hillsborough invites sealed proposals or bids for furnishing labor, material and equipment required to complete the project in the particular locations, of the forms, sizes and dimensions and of the materials and to the lines and grades and at the elevations as shown and delineated upon the plans and specifications made therefore. The following information is presented to indicate the size of the project and no warranty is made or intended to final quantities:

The project includes, but is not limited to, applying a chemical root control agent in approximately ninety-five thousand eight hundred feet of various sanitary sewer lines ranging in size from 4 inch up to 15 inch to kill the root growth present in the lines and to inhibit root re-growth and sewer line intrusion without permanently damaging the vegetation producing the roots and without disrupting water treatment plant processes. The location where this chemical root control agent is applied is at various locations throughout the Town of Hillsborough.

CONTRACT DOCUMENTS

In addition to this Proposal and the accompanying Appendix, the following documents (once they have been properly completed and executed) shall be included in the Contract Documents by reference:

- Agreement for Public Improvements and Exhibits
- Scope of Work and Compensation
- Statement of Compliance
- Construction Labor and Materials Payment Bond
- Performance Bond
- General Conditions
- Special Provisions
- Technical Provisions
- Attachments
- Addenda

Whenever the provided documents or these Special Provisions do not provide sufficient information or clarity for the Contractor to understand the intent, or whenever the Contractor feels that the information provided is inconsistent with “industry standards”, the Contractor shall bring this to the attention of the City Engineer, through his designated representative, and ask for clarification, before taking any action.

All materials received in support of this Bid will become the property of the Town.

MINOR CHANGES IN SCOPE OF WORK

The quantities provided in the Bid Schedule are estimates for the purpose of obtaining comparable bids. The Town reserves the right to increase or decrease quantities of any or all items of work as needed, up to 25% quantity adjustment, and the compensation to the Contractor shall be adjusted upward or downward based only on the unit prices provided in the Bid.

AWARD AND REJECTION OF BIDS

In determining to whom the award is to be made, the Town may consider, in addition to the bid prices received, such other factors as the experience of the bidder for the particular service sought, the quality of work that the bidder has done, the quality of the product or materials provided by the bidder, the ability of the bidder to complete the project in a timely manner, the safety compliance record of the bidder, and the insurance carried by the bidder.

The Town may reject any or all bids. The Town shall reject a bid submitted by an entity that includes any party that has been delinquent or unfaithful in any former contract with the Town. The Town also reserves the right to waive any irregularities or informalities in any bid or in the bidding procedures. All bidders shall be notified of the award.

BID SCHEDULE

FY18-19 SANITARY SEWER MAINS CHEMICAL ROOT TREATMENT PROJECT

Base Bid Schedule

ITEM #	BID ITEM	QTY.	UNIT	UNIT PRICE	TOTAL
1.	4" sewer pipe	700	LF		
2.	6" sewer pipe	85,000	LF		
3.	8" sewer pipe	3,000	LF		
4.	10" sewer pipe	2,500	LF		
5.	12" sewer pipe	3,800	LF		
6.	15" sewer pipe	800	LF		
TOTAL BASE BID PRICE:					
<p>The TOTAL BASE BID amount described in words is:</p> <p>_____</p> <p>_____ and _____ /100 DOLLARS</p>					

NOTE: The Town of Hillsborough shall determine the **lowest bid on the basis of the Total of the Base Bid Schedule.** The Total Base Bid Price is the total for all materials, equipment, tools, labor and

incidentals necessary to complete the work, including necessary insurance cost and bond requirements. In case of discrepancy between the item unit price and total set forth for the item, the item unit price shall prevail.

The estimate of construction quantities set forth herein is approximate only, being given as a basis for the comparison of bids. The Town does not expressly or by implication agree that the actual amount of work will correspond therewith, and reserves the right to change the amount of any class or portion of the work or to omit portions of the work as may be deemed necessary or expedient compared on the basis of the Engineer's Estimate of quantities of the work to be done. The undersigned declares, by their signature to this proposal, that the bidder has checked carefully all of the above figures and understands that the Town shall not be responsible for any errors or omissions on the part of the undersigned in making up this bid.

Bids are required for the entire work. The amount of the bid for comparison purposes will be the total of all items. The total of unit basis items will be determined by extension of the item unit price bid on the basis of the estimated quantity set forth for the item.

The bidder shall set forth each item of work, in clearly legible figures, an item unit price and a total for the item in the respective spaces provided for this purpose. In the case of unit basis items, the amount set forth under the "Total" column shall be the extension of the item price bid on the basis of the estimated quantity for the item.

In case of discrepancy between the item unit price and the total set forth for the item, the item unit price shall prevail, provided, however, if the amount set forth as an item price is ambiguous, unintelligible or uncertain for any cause, or is omitted, or in the case of unit basis items, is the same amount as the entry in the "Total" column, then the amount set forth in the "Total" column for the item shall prevail in accordance with the following:

- 1. As to lump sum items, the amount set forth in the "Total" column shall be the item price.*
- 2. As to unit basis items, the amount set forth in the "Total" column shall be divided by the estimated quantity for the item and the price thus obtained shall be the item price.*

Increase or Decrease on Quantity:

The Town reserves the right to increase or decrease quantities up to 25% as described in Section 4-1.03B "Increase or Decrease of Quantities" of the Caltrans Standard Specifications.

If this Proposal shall be accepted and the undersigned should fail to contract as aforesaid or should fail to give certificates of insurance covering Public Liability and Property Damage in amounts satisfactory to the City Engineer and a Certificate of Insurance covering Workmen's Compensation Insurance, within ten (10) days not counting Sundays and legal holidays, after the Bidder has received notice from the city that the Contract is ready for signature, the Town may, at its option, determine that the bidder has abandoned the Contract, thereupon this Proposal and the acceptance thereof shall be null and void, and the forfeiture of any security accompanying the Proposal shall operate and the same shall become the property of the Town of Hillsborough, State of California.

Bidders must, upon request, furnish evidence of their financial responsibility and ability to perform the work herein described.

The bidder agrees to accept as full payment for the construction of the Project the amount computed in accordance with the bid schedule prices, which include all costs for labor, materials, tools, equipment, services, taxes, insurance, overhead, profit, warranty performance, and all other costs necessary to

perform the work in accordance with the Contract Documents. Bid prices shall be shown in figures for individual item totals and in both words and figures for the total bid.

ADDENDA

The undersigned acknowledges receipt of addenda as listed below and represents that any additions or modifications to, or deletions from, the work called for in these addenda, are included in the bid items:

<u>Addendum No.</u>	<u>Date</u>
_____	_____
_____	_____
_____	_____

BIDDER'S DECLARATIONS AND AGREEMENTS

The undersigned, hereinafter called the Bidder, proposes to furnish and provide all labor, materials, tools, equipment, supplies, services, documentation and incidentals necessary to complete all work for the above-named project in the Town of Hillsborough, as specified or indicated in the Contract Documents, as enumerated above, for the prices set forth above.

The Bidder has carefully examined all of the Contract Documents, including the information being submitted on or with them. By signing below, the Bidder attests that all included conditions/provisions are hereby accepted and that all representations and warranties required are affirmed.

The Bidder has, by investigation of physical conditions existing in the Town of Hillsborough, satisfied himself/herself as to the nature, scope and location of the work and has fully informed himself/herself as to all conditions and matters that can in any way affect the work or the cost thereof. The Bidder has exercised his/her own judgment regarding the interpretation of available information and has utilized all data which he/she believes pertinent, from the Town and other sources, in arriving at his/her conclusions.

The Bidder has carefully checked all words and figures inserted into this Proposal, and understands that it may not be revoked or withdrawn for a period of ninety (90) days after the date on which bids are opened, and that all bids may be subject to acceptance by the Town of Hillsborough.

CONTRACT EXECUTION

The Bidder agrees that if this bid is accepted, he/she will, within ten (10) calendar days after having received a Notice of Award, enter into a contract with the Town to furnish the services described herein in accordance with the terms included in the these Contract Documents

PRIMARY CONTACT PERSON FOR THIS WORK

NAME: _____

PHONE #: _____ ALT. PHONE #: _____

eMAIL ADDRESS: _____

BIDDER CERTIFICATIONS

FY19-19 SANITARY SEWER MAINS CHEMICAL ROOT CONTROL TREATMENT PROJECT

TO BE EXECUTED BY ALL BIDDERS AND SUBMITTED WITH BID

The undersigned Bidder certifies to Owner as set forth in sections 1 through 5 below.

1. STATEMENT OF CONVICTIONS

By my signature hereunder, I hereby swear, under penalty of perjury, that no more than one final, unappealable finding of contempt of court by a Federal Court has been issued against Bidder within the past two years because of failure to comply with an order of a Federal Court or to comply with an order of the National Labor Relations Board.

CERTIFICATION OF WORKER’S COMPENSATION INSURANCE

By my signature hereunder, as the Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this Contract.

CERTIFICATION OF PREVAILING WAGE RATES AND RECORDS

By my signature hereunder, as the Contractor, I certify that I am aware of the provisions of Section 1773 of the California Labor Code, which requires the payment of prevailing wage on public projects. Also, that the Contractor and any subcontractors under the Contractor shall comply with California Labor Code §1776, regarding wage records, and with California Labor Code §1777.5, regarding the employment and training of apprentices. It is the Contractor’s responsibility to ensure compliance by any and all subcontractors performing work under this Contract.

CERTIFICATION OF COMPLIANCE WITH PUBLIC WORKS CHAPTER OF LABOR CODE

By my signature hereunder, as the Contractor, I certify that I am aware of Sections 1777.1 and 1777.7 of the California Labor Code and Contractor and Subcontractors and am eligible to bid and work on public works projects. Contractor warrants that it is currently registered with the Department of Industrial Relations and qualified to perform public work consistent with Labor Code section 1725.5. Contractor further warrants that any subcontractors who are subject to Public Contract code section 4104, are registered and qualified to perform public work consistent with Labor Code section 1725.5.

CERTIFICATION OF NOTICE OF COMPLIANCE MONITORING

By my signature hereunder, as the Contractor, I certify that I am aware of Section 1771.4 of the California Labor Code and that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

CERTIFICATION OF ADEQUACY OF CONTRACT AMOUNT

By my signature hereunder, as the Contractor, pursuant to Labor Code Section 2810(a), I certify that, if awarded the Contract based on the undersigned’s Bid, the Contract will include funds sufficient to allow the Contractor to comply with all applicable local, state, and federal laws or regulations governing the labor or services to be provided. I understand that Owner will be relying on this certification if it awards the Contract to the undersigned.

BIDDER: _____
(Name of Bidder)

Date: _____, 20__ By: _____
(Signature)

Name: _____
(Print Name)

Its: _____
(Title)

NON-COLLUSION AFFIDAVIT

State of California)
) ss.
County of _____)

_____, being first duly sworn, deposes and
says that he or she is _____
(sole owner, a partner, president, secretary, etc.)

of _____, the party making the foregoing bid; that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract or anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly, or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Signature of Representative of Bidder

Subscribed and sworn to before me,
a Notary Public in and for the
State of California, County of

_____, this _____ day of
_____, 201_____

Signature of Notary Public

My commission expires _____, 201_____

(Seal)

BIDDER'S INFORMATION

The name of the Firm submitting this Bid is: _____.

The address to which all communications concerned with this Bid and the Contract shall be sent is:

(Street)

(City) (State) (Zip Code)

The Bidder declares under penalty of perjury that the Contractor's License number to be used for this project is: _____ This license expires on: _____.
(Date)

The Bidder's Telephone Number is: (_____) - _____.

SIGNATURES

1. If Sole Owner

I sign as sole owner of the business named above as Bidder.

Signature of Bidder Date: _____, 201____

Name: _____

2. If Partnership

The undersigned certifies that he/she is a general partner in the Partnership named above as Bidder and that he/she has full authority to sign this Proposal on behalf of the Partnership.

Signature of Partner Date: _____, 201____

Name: _____

3. If Corporation

The undersigned certify that they are officers of the Corporation named above as Bidder and have full authority to sign this Proposal on behalf of the Corporation.

Name of Corporation

By: _____ Date: _____, 201_____
Signature

Name: _____
Print

Title: _____

Attest: _____
Secretary

(If person executing on behalf of Corporation is not the President or Vice President, attach evidence of authority to sign on behalf of Corporation.)

4. If Joint Venture

The undersigned certify that they have full authority to sign this Proposal on behalf of the Joint Venture named above as Bidder.

Name of Joint Venture

By: _____ By: _____
Signature Signature

Name: _____ Name: _____

Title: _____ Title: _____

Date: _____, 201____ Date: _____, 201_____

(Submit statement explaining the nature of the individual entities, which comprise the Joint Venture, and evidence of authority of individuals who sign this Proposal to do so on behalf of the Joint Venture.)

SUBCONTRACTORS LIST

Standard Form – may not be applicable to every project.

Bidder submits the following information as to the subcontractors Bidder intends to employ if awarded the Contract.

Full Name and Address of Subcontractor	Description of Work: Reference To Bid Items	Subcontractor's License No., Class & Expiration Date

(Bidder to attach additional sheets if necessary)

AGREEMENT FOR PUBLIC IMPROVEMENTS

FY18-19 SANITARY SEWER MAINS CHEMICAL ROOT CONTROL TREATMENT PROJECT

THIS AGREEMENT is made and entered into as of the ____ day of _____ 2019, by and between the TOWN OF HILLSBOROUGH ("TOWN") and _____ ("CONTRACTOR") as follows:

1. **Work and Compensation.** Subject to the provisions of paragraph 3, CONTRACTOR shall perform the work and shall accept the sum of DOLLARS (\$ _____) (the "Contract Price") set forth in Exhibit A, attached hereto and by reference incorporated herein. If the Contract Price is increased or decreased pursuant to this Agreement, the increased or decreased amount shall be the Contract Price.
2. **Term of Agreement.** Subject to the provisions of paragraph 3, the term of this Agreement shall begin upon execution of this Agreement by both parties and shall end upon completion of the work set forth in Exhibit A and the acceptance of such work by TOWN.
3. **Termination.** TOWN may terminate this Agreement upon fifteen (15) days' prior written notice to CONTRACTOR. During the notice period, Contractor shall perform only such work as directed by Town. In the event that this Agreement is terminated prior to the completion of the work, the compensation set forth in Exhibit A shall be prorated and CONTRACTOR shall be paid only that portion of the compensation applicable to work performed until the termination of this Agreement. All goods and materials that have been purchased and paid for prior to the notice of termination shall become the property of the Town and will be delivered to the Town upon termination.
4. **Prevailing Wage, Statement of Compliance.** The work described herein constitutes a public work under California Labor Code Section 1720, and all relevant prevailing wage requirements shall apply. As required by California Labor Code Section 1773.2, copies of the prevailing rate of per diem wages (obtained from the Director of the Department of Industrial Relations) are on file at the Town Engineer's office and shall be made available to any interested party upon request. A copy of the prevailing rate of per diem wages shall be posted at each job site. Contractor shall complete a Statement of Compliance regarding deductions, apprentices, and fringe benefits, in the form set forth in Exhibit B, attached hereto and by reference incorporated herein, for each payroll period for the duration of the work. CONTRACTOR shall promptly submit to TOWN Certified Payrolls for said pay periods. This contract will be administered in compliance with Sections 1773.2, 1775, 1776, 1777.5, and 1810 of the Labor Code, in addition to all other applicable requirements.
5. **Registration.** Each bidder and any subcontractor listed in a bid proposal pursuant to California Public Contract Code Section 4104, must be currently registered with the Department of Industrial Relations and qualified to perform public work consistent with California Labor Code section 1725.5, except in limited circumstances as referenced in California Labor Code section 1771.1(a). No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

6. **Compliance Monitoring.** Pursuant to California Labor Code section 1771.4, this project is subject to compliance monitoring and enforcement by the California Department of Industrial Relations.

7. **Changes in the Work.** Town, without notice to the sureties and without invalidating any provision of this Agreement, may order changes (that are not material, substantial changes in the character of the work) in the work described in Exhibit A by altering, adding to, or deducting up to 25% quantity, from such work, and the compensation set forth in Exhibit A shall be adjusted accordingly. Contractor shall perform such changes following the issuance of a written change order by Town, stating the work to be altered, the adjustment in the compensation, and any adjustment in the time for performance. If the parties cannot agree on the change in compensation, it shall be made on the basis of force account with a five percent (5%) mark-up on labor and materials. If the compensation is reduced by alteration of the work, Contractor shall not be entitled to compensation based on loss of anticipated profit from the altered or deleted work. Notwithstanding the foregoing, Town may, without notice to the sureties and without invalidating any provision of this Agreement, make minor alterations, deviations, or changes to the work described in Exhibit A without affecting the compensation, time for performance, or any other terms of this Agreement, and Contractor shall make such minor alterations, deviations, or changes.

8. **Claims.** CONTRACTOR shall give written notice of any potential claim for delay, disruption, additional time and/or additional compensation within five (5) working days of the date of the event or occurrence giving rise to the claim. The notice shall provide sufficient information for TOWN to understand and evaluate the potential cause of the claim and the estimated cost and/or delay. Any claim not submitted within this time limit shall be deemed waived. All claims shall be accompanied by adequate supporting data and shall be submitted to TOWN before final payment is made. Any claim for additional compensation shall not exceed the actual cost of the work, including labor, materials, and a 5% markup on labor and materials. Any claim not submitted before final payment is made is deemed waived. CONTRACTOR shall make all of its books and records available to TOWN for review and copying if CONTRACTOR submits any claim.

There shall be no claim for delay or disruption unless the event or occurrence giving rise to the claim actually delays completion of the work beyond the agreed upon completion date. In no event may a claim for delay or disruption include damages for lost profits or extended general and administrative overhead, other than for on-site supervision. If TOWN is responsible for a delay or suspends the work but, in either case, notifies CONTRACTOR in sufficient time for CONTRACTOR to reassign its crew, then TOWN shall not be responsible for any monetary damages and CONTRACTOR's sole remedy shall be an extension in the time for performance.

Notice of third party claims will be provided in accordance with Section 9201 of the Public Contracts Code.

Any claim submitted by CONTRACTOR shall be accompanied by the following signed statement:

I, _____, being the _____ [must be an officer] of _____, the general contractor, declare under penalty of perjury under the laws of the State of California, and do personally certify and attest that: (i) I have thoroughly reviewed the attached claim for additional compensation and/or extension of time, and know its contents; (ii) the claim is made in good faith; (iii) the supporting data is truthful and accurate; (iv) the amount requested accurately reflects the contract adjustment

for which Contractor believes Town is liable; (v) I am familiar with California Penal Code Section 72 and California Government Code Section 12650, et seq., pertaining to false claims, and know and understand that submission or certification of a false claim may lead to fines, imprisonment, and/or other severe legal consequences.

Claims greater than fifty thousand dollars (\$50,000) and less than three hundred seventy five thousand dollars (\$375,000) shall be resolved in accordance with the procedures set forth in Section 20104.2 of the Public Contracts Code.

9. **Reliance on Professional Skills of Contractor.** CONTRACTOR represents that it has the necessary professional skills to perform the work hereunder. TOWN is relying on such skills.

10. **Relationship of Parties.** The relationship of CONTRACTOR to TOWN is that of an independent contractor; all persons working for or under the direction of CONTRACTOR are its agents or employees and not agents or employees of TOWN.

11. **Nonassignment.** This Agreement is not assignable either in whole or in part. CONTRACTOR shall not subcontract the work without the TOWN's prior written consent.

12. **Amendments.** This Agreement (including all exhibits) may be amended or modified only by written agreement signed by both parties. Changes made to any of the provisions of Exhibit A shall be evidenced by a written change order signed by both parties.

13. **Validity.** The invalidity, in whole or in part, of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

14. **Governing Law/Litigation.** This Agreement shall be governed by the laws of the State of California and any suit or action initiated by either party shall be brought in the County of San Mateo, California.

15. **Entire Agreement.** This Agreement, including Bid Form, and Exhibits A and B, comprises the entire Agreement between the parties.

16. **Indemnity.** To the maximum extent allowed by law, CONTRACTOR shall defend, indemnify, and hold TOWN, its elective and appointive boards, bodies, and commissions and members thereof, and its officers, employees, agents, and representatives harmless from any and all claims and liabilities arising directly or indirectly out of or in connection with or related to the intentional acts or negligence of the CONTRACTOR, its officers, employees, subcontractors, or agents in the performance of this Agreement. CONTRACTOR's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnification obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.

17. **Insurance.** CONTRACTOR shall not commence work under this Agreement until all insurance required under this paragraph has been obtained. CONTRACTOR shall furnish TOWN with adequate evidence of the required insurance coverage. TOWN shall be named as an additional insured on all policies. It shall be a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to TOWN as an additional insured. Furthermore, the requirements for coverage and limits

shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured; whichever is greater. The additional insured coverage under the CONTRACTOR's policy shall be "primary and non-contributory" and will not seek contribution from TOWN's insurance or self-insurance.

Policies shall be endorsed to provide that thirty (30) days' written notice shall be given to TOWN of any pending change in the limits of liability or of any cancellation or modification of the policy.

a. Workers' Compensation and Employers' Liability Insurance.

CONTRACTOR shall have in effect during the entire life of this Agreement Workers' Compensation and Employers' Liability Insurance providing full statutory coverage. Coverage is to include Employer's Liability Insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease. Contractor hereby grants to Town a waiver of any right to subrogation which any insurer of said Contractor may acquire against the Town by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Town has received a waiver of subrogation endorsement from the insurer. In signing this Agreement, CONTRACTOR makes the following certification, required by Section 1861 of the California Labor Code:

I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or undertake self-insurance in accordance with the provisions of the Code, and I will comply with such provisions before commencing the performance of the work of this Agreement.

b. Commercial General Liability Insurance. CONTRACTOR shall take out and maintain during the life of this Agreement a bodily injury liability and property damage liability insurance policy at least as broad as ISO General Liability insurance policy (CG 20 01 04 13) written on an "occurrence" basis covering bodily injury, property damage, personal & advertising injury and products/completed operations with limits no less than Five Million Dollars (\$5,000,000). If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate shall be twice the required occurrence limit. Such a policy shall protect CONTRACTOR while performing work covered by this Agreement from any and all claims for damages which may arise from CONTRACTOR's work under this Agreement, whether such work be by CONTRACTOR or by any subcontractor or by anyone directly or indirectly employed by either of them. The policy shall name as additional insureds TOWN and its elective and appointive boards, bodies, and commissions and members thereof and its officers, employees, agents, representatives, and consultants (including, without limitation, engineers and attorneys), individually and collectively. Insurance afforded by the additional insured endorsement shall apply as primary insurance, and any other insurance maintained by the persons or entities named in subparagraph i. immediately above shall be excess only and not contributing with insurance provided under this policy and will not seek contribution from Town's insurance or self-insurance.

CONTRACTOR agrees to include with all Subcontractors in their subcontract the same requirements and provisions of this Agreement including the indemnity and insurance requirements to the extent they apply to the scope of the Subcontractor's work. Subcontractors hired by CONTRACTOR

shall agree to be bound to CONTRACTOR and TOWN in the same manner and to the same extent as CONTRACTOR is bound to TOWN under the Contract Documents. Each Subcontractor shall agree to include these same provisions with any Sub-subcontractor. A copy of the indemnity and insurance provisions will be furnished to the Subcontractor upon request. The CONTRACTOR shall require all subcontractors to provide a valid certificate of insurance and the required endorsements included in the Agreement prior to commencement of any work and will provide proof of compliance to TOWN.

The limits of insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of TOWN (if agreed to in a written contract or agreement) before TOWN's own insurance or self-insurance shall be called upon to protect TOWN as a named insured.

All self-insured retentions (SIR) and/or deductibles must be disclosed to TOWN for approval and shall not reduce the limits of liability. Policies containing any self-insured retention (SIR) provision and/or deductibles shall provide or be endorsed to provide that the SIR and/or deductibles may be satisfied by either the named insured or TOWN.

TOWN reserves the right to obtain a full certified copy of any insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.

Any and all Subcontractors shall agree to be bound to the CONTRACTOR and TOWN in the same manner and to the same extent as CONTRACTOR is bound to TOWN under this Agreement. Subcontractors shall further agree to include the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, in any agreement with sub-subcontractors to the extent that they apply to the scope of the sub-subcontractor's work. A copy of the indemnity and insurance provisions of this Agreement shall be furnished to any subcontractor upon request.

CONTRACTOR shall maintain insurance as required by this contract to the fullest amount allowed by law and shall maintain insurance for a minimum of five (5) years following the completion of this project. In the event contractor fails to obtain or maintain completed operations coverage as required by this Agreement, the Town at its sole discretion may purchase the coverage required and the cost will be paid by contractor.

c. **Automobile Liability.** Commercial Auto Liability policy covering any/all autos, including non-owned or hired vehicles with a limit of no less than \$1,000,000 per accident for bodily injury and property damage.

18. **Notice.** All notices required by this Agreement shall be given to TOWN and CONTRACTOR in writing, by first class mail, postage prepaid, addressed as follows:

TOWN: Town of Hillsborough
Attention: Director of Public Works
1600 Floribunda Avenue
Hillsborough, CA 94010

CONTRACTOR: _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date first written by their respective, duly authorized officers.

TOWN OF HILLSBOROUGH

CONTRACTOR

By: _____
City Manager

By: _____
Title: _____

By: _____

Title: _____

Approved as to form:

City Attorney

EXHIBIT A - DESCRIPTION OF WORK & COMPENSATION

FY18-19 VIDEO INSPECTION AND SANITARY SEWER CLEANING PROJECT

Hillsborough, California

1. DESCRIPTION OF WORK

The project includes, but is not limited to, applying a chemical root control agent in approximately ninety-five thousand eight hundred feet of various sanitary sewer lines ranging in size from 4 inch up to 15 inch to kill the root growth present in the lines and to inhibit root re-growth and sewer line intrusion without permanently damaging the vegetation producing the roots and without disrupting water treatment plant processes. The location where this chemical root control agent is applied is at various locations throughout the Town of Hillsborough.

Some of the access manholes are in the street, while others are in landscaped or unimproved easements across private property (owners are required to allow crews to access public facilities within easements).

All work is to be done in accordance with the attached General Conditions and Special Provisions, as well as in accordance with the applicable requirements of the Town of Hillsborough and all other regulatory authorities.

2. DESCRIPTION OF COMPENSATION

Subject to the provisions of paragraph 3 of the agreement, the CONTRACTOR shall perform the work and shall accept the sum of DOLLARS (\$_____) based on the amounts provided in the Bid Schedule of the Proposal. If the Contract Price is increased or decreased pursuant to this Agreement, the increased or decreased amount shall be the Contract Price.

All figures for quantities of work completed, as used for determining the Progress Payments and the Final Payment, shall be as recorded by the Engineer.

STATEMENT OF EXPERIENCE AND QUALIFICATIONS FOR CONSTRUCTION WORK

FY18-19 SANITARY SEWER MAINS CHEMICAL ROOT CONTROL TREATMENT PROJECT

CONTACT INFORMATION

Company Name: _____

Owner of Company: _____

Contact Person: _____

Address: _____

Phone: _____ Fax: _____

Recent Projects.

Provide information about three (3) of its most currently completed projects applying chemical root control treatment to sanitary sewer mains. Names and references must be current and verifiable. Additional numbered pages outlining this portion of the proposal may be attached to this page.

1. Project Name: _____

Owner: _____ Location: _____

Owner Contact (name and phone): _____

Description of Project, Scope of Work Performed: _____

Total Cost: _____

Original Scheduled Date of Completion: _____

Actual Date of Completion: _____

2. Project Name: _____

Owner: _____ Location: _____

Owner Contact (name and phone): _____

Description of Project, Scope of Work Performed: _____

Total Cost: _____

Original Scheduled Date of Completion: _____

Actual Date of Completion: _____

3. Project Name: _____

Owner: _____ Location: _____

Owner Contact (name and phone): _____

Description of Project, Scope of Work Performed: _____

Total Cost: _____

Original Scheduled Date of Completion: _____

Actual Date of Completion: _____

BOND ACCOMPANYING BID

KNOW ALL BY THESE PRESENTS:

That the undersigned

(Name of Contractor)

as Principal and the undersigned as Surety are held and firmly bound unto Owner, the Town of Hillsborough, as obligee, in the penal sum of **(Dollar Amount In Words)**

Dollars (\$ _____) lawful money of the United States of America being at least ten percent (10%) of the aggregate amount of said Principal _____'s base Bid, for the payment of which, well and truly to be made, we bind ourselves, our successors, executors, administrators, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said Principal is submitting a Bid for Owner Contract Number, **FY18-19 SANITARY SEWER MAINS CHEMICAL ROOT CONTROL TREATMENT PROJECT** in various locations in Hillsborough, California, 94010.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the Bid submitted by the said Principal be accepted and the Contract be awarded to said Principal and said Principal shall within the required periods enter into the Contract so awarded and provide the required Construction Performance Bond, Construction Labor and Material Payment Bond, insurance certificates, Guarantee, and all other endorsements, forms, and documents required under Document 00 2000 (Instructions to Bidders), then this obligation shall be void, otherwise to remain in full force and effect.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument this _____ day of _____, 20____.
(Month)

(Corporate Seal)

By _____
Principal

By _____
Surety

(Corporate Seal)

By _____
Attorney in Fact

CONSTRUCTION LABOR AND MATERIAL PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS:

1.01 THAT WHEREAS, Town of Hillsborough (Owner”), a municipality incorporated under the laws of the State of California, has awarded (Name of Contractor) as Principal, Contract Number _____ dated the _____ day of _____, 20__ (the “Contract”), titled THE **FY18-19 SANITARY SEWER MAINS CHEMICAL ROOT CONTROL TREATMENT PROJECT** in the amount of \$ _____, which Contract is by this reference made a part hereof, for the work of the following Contract:

This project includes, but is not limited to, applying a chemical root control agent in approximately ninety-five thousand eight hundred feet of various sanitary sewer lines ranging in size from 4 inch up to 15 inch to kill the root growth present in the lines and to inhibit root re-growth and sewer line intrusion without permanently damaging the vegetation producing the roots and without disrupting water treatment plant processes. The location where this chemical root control agent is applied is at various locations throughout the Town of Hillsborough.

1.02 AND WHEREAS, Principal is required to furnish a bond in connection with the Contract to secure the payment of claims of laborers, mechanics, material suppliers, and other persons as provided by law;

1.03 NOW, THEREFORE, we, the undersigned Principal and (Name of Surety)

_____, as Surety, are held and firmly bound unto Owner in the sum of 100% OF THE CONTRACT PRICE (\$ _____), for which payment well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

1.04 THE CONDITION OF THIS OBLIGATION IS SUCH, that if Principal, or its executors, administrators, successors, or assigns approved by Owner, or its subcontractors shall fail to pay any of the persons named in California Civil Code §9100, or amounts due under the State of California Unemployment Insurance Code with respect to work or labor performed under the Contract, or for any amounts required to be deducted, withheld, and paid over to the State of California Employment Development Department from the wages of employees of Principal and subcontractors pursuant to Section 13020 of the State of California Unemployment Insurance Code with respect to such work and labor, that Surety will pay for the same in an amount not exceeding the sum specified in this bond, plus reasonable attorneys’ fees, otherwise the above obligation shall become and be null and void.

1.05 This bond shall inure to the benefit of any of the persons named in California Civil Code §9100, as to give a right of action to such persons or their assigns in any suit brought upon this bond. The intent of this bond is to comply with the California Mechanic’s Lien Law.

1.06 Surety, for value received, hereby expressly agrees that no extension of time, change, modification, alteration, or addition to the undertakings, covenants, terms, conditions, and agreements of the Contract, or to the work to be performed thereunder, shall in any way affect the obligation of this bond; and it does hereby waive notice of any such extension of time, change, modification, alteration, or addition to the undertakings, covenants, terms, conditions, and agreements of the Contract, or to the work to be performed thereunder.

1.07 Surety’s obligations hereunder are independent of the obligations of any other surety for the payment of claims of laborers, mechanics, material suppliers, and other persons in connection with Contract; and suit may be brought against Surety and such other sureties, jointly and severally, or against any one or more of them, or against less than all of them without impairing Owner’s rights against the other.

1.08 Correspondence or claims relating to this bond shall be sent to Surety at the address set forth below.

IN WITNESS WHEREOF, we have hereunto set our hands this _____ day of _____, 20__.

CONTRACTOR AS PRINCIPAL

Company: (Corp. Seal)

Signature

Name

Title

Street Address

City, State, Zip Code

SURETY

Company: (Corp. Seal)

Signature

Name

Title

Street Address

City, State, Zip Code

**END OF
SECTION**

CONSTRUCTION PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

1.01 THAT WHEREAS, Town of Hillsborough (Owner”), a municipality incorporated under the laws of the State of California, has awarded to (Name of Contractor) _____, as Principal, Contract Number _____, dated the day of (month) _____, 201____ (the “Contract”), titled FY18-19 SANITARY SEWER MAINS CHEMICAL ROOT CONTROL TREATMENT PROJECT_in the amount of \$ _____, which Contract is by this reference made a part hereof, for the work of the following Contract:

This project includes, but is not limited to, applying a chemical root control agent in approximately ninety-five thousand eight hundred feet of various sanitary sewer lines ranging in size from 4 inch up to 15 inch to kill the root growth present in the lines and to inhibit root re-growth and sewer line intrusion without permanently damaging the vegetation producing the roots and without disrupting water treatment plant processes. The location where this chemical root control agent is applied is at various locations throughout the Town of Hillsborough.

1.02 AND WHEREAS, Principal is required to furnish a bond in connection with the Contract, guaranteeing the faithful performance thereof;

1.03 NOW, THEREFORE, we, the undersigned Principal and (Name of Surety) _____ as Surety are held and firmly bound unto Owner in the sum of 100% OF THE CONTRACT PRICE to be paid to Owner or its successors and assigns; for which payment, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

1.04 THE CONDITION OF THIS OBLIGATION IS SUCH, that if Principal, or its heirs, executors, administrators, successors, or assigns approved by Owner, shall promptly and faithfully perform the covenants, conditions, and agreements of the Contract during the original term and any extensions thereof as may be granted by Owner, with or without notice to Surety, and during the period of any guarantees or warranties required under the Contract, and shall also promptly and faithfully perform all the covenants, conditions, and agreements of any alteration of the Contract made as therein provided, notice of which alterations to Surety being hereby waived, on Principal’s part to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify, defend, protect, and hold harmless Owner as stipulated in the Contract, then this obligation shall become and be null and void; otherwise it shall be and remain in full force and effect.

1.05 No extension of time, change, alteration, modification, or addition to the Contract, or of the work required thereunder, or work or actions by Owner to mitigate the damages resulting from any breach in performance by Contractor, shall release or exonerate Surety on this bond or in any way affect the obligation of this bond; and Surety does hereby waive notice of any such extension of time, change, alteration, modification, or addition.

1.06 Whenever Principal shall be and declared by Owner in default under the Contract, Surety shall promptly remedy the default, or shall promptly, and in no event later than thirty (30) days from notice:

- A. Undertake through its agents or independent contractors (but having qualifications and experience reasonably acceptable to Owner), to complete the Contract in accordance with its terms and conditions and to pay and perform all obligations of Principal under the Contract, including without limitation, all obligations with respect to warranties, guarantees, indemnities, and the payment of liquidated damages; or
- B. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and, upon determination by Owner of the lowest responsible bidder, arrange for a contract between such bidder and Owner and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract Sum, and to pay and perform all obligations of Principal under the Contract, including, without limitation, all obligations with respect to warranties, guarantees, and the payment of liquidated damages; but, in any event, Surety’s total obligations hereunder shall not exceed the amount set forth in the third paragraph hereof. The term “balance of the Contract Sum,” as used in this paragraph, shall mean the total amount payable by Owner to the Principal under the Contract and any amendments thereto, less the amount paid by Owner to Principal.

- 1.07** Surety's obligations hereunder are independent of the obligations of any other surety for the performance of the Contract, and suit may be brought against Surety and such other sureties, jointly and severally, or against any one or more of them, or against less than all of them without impairing Owner's rights against the others.
- 1.08** Surety may not use Contractor to complete the Contract absent Owner's Consent. Owner shall have the right in its sole discretion to continue the work of the Contract, as necessary following a default and/or termination, as necessary to prevent risks of personal injury, property damage or delay to the Project.
- 1.09** No right of action shall accrue on this bond to or for the use of any person or corporation other than Owner or its successors or assigns.
- 1.10** Surety shall join in any proceedings brought under the Contract upon Owner's demand, and shall be bound by any judgment.
- 1.11** Correspondence or claims relating to this bond shall be sent to Surety at the address set forth below.

IN WITNESS WHEREOF, we have hereunto set our hands this _____ day of _____, 20____.

CONTRACTOR AS PRINCIPAL

SURETY

Company: _____ (Corp. Seal)

Company: _____ (Corp. Seal)

Signature

Signature

Name

Name

Title

Title

Street Address

Street Address

City, State, Zip Code

City, State, Zip Code

END OF
SECTION

GENERAL CONDITIONS

FY18-19 SANITARY SEWER MAINS CHEMICAL ROOT CONTROL TREATMENT PROJECT

Hillsborough, California

1.0 DEFINITIONS

- 1.1 The Town is the Town of Hillsborough, California.
- 1.2 The Engineer is the Public Works Director / City Engineer of the Town of Hillsborough or his/her designated Representative such as the Project Manager or an Inspector. The Engineer shall be the final authority in any questions of interpretation of the Contract Documents or details of work.

2.0 REFERENCE STANDARDS

- 2.1 The Town of Hillsborough Standard Details are available for examination and downloading from the Town's website.
- 2.2 The Caltrans Standard Plans and the Caltrans Standard Specifications refer, respectively, to Standard Plans of the State of California, 2015 edition, and the Standard Specifications of the State of California, 2015 edition.

3.0 PERSONNEL QUALIFICATIONS

- 3.1 All employees working directly for the Contractor shall be properly trained and thoroughly experienced in any type of work they perform, including the use of tools, equipment and materials used in the work. They shall be appropriately supervised, and the Contractor shall be responsible for the behavior of all workers, including those of subcontractors.
- 3.2 The Contractor shall provide a list to the City Engineer of all employees that will conduct field work within the Town. The list must include full names, as well as copies of each employee's Driver's License, and must show the employees' individual qualifications for the work they perform.
- 3.3 The Town of Hillsborough may provide photo ID cards to the Contractor for all employees conducting field work within the Town; they must be displayed prominently while work is being done and must be presented to residents when entering private property.
- 3.4 The Town reserves the right to eject any employee of the Contractor, and to forbid them from any further work within the Town. Notwithstanding, this shall not affect the Contractor's requirement to continue the work without slowdown or delay.

4.0 PROJECT ADMINISTRATION

- 4.1 All work done by the Contractor shall be performed between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday (except Town holidays), unless authorized in writing by the Engineer.

- 4.2 The Contractor may submit periodic requests for Progress Payments no more frequently than monthly.
- 4.3 Every payment request shall include the name, address and phone number of the Contractor and the name of the project as listed in the Contract Documents. The request shall list the quantity of work (and the corresponding dollar amount of compensation) in each line-item in the Bid Schedule that has been completed since the previous request, as well as the quantities and dollar amounts in each line-item previously approved and the total cumulative quantities and dollar amounts to date including the current period. Totals shall also be shown for the quantities and dollar amounts in the previously approved, current request, and cumulative to date columns. All figures shown shall *not* be altered to reflect any retention.
- 4.4 A Final Payment request may be submitted after all work, including punchlist work, has been satisfactorily completed.
- 4.5 If the Engineer determines that the amount of work listed in any payment request has been completed satisfactorily, the request will be processed through the Town's normal payment procedures. Payments are usually made on a bi-weekly basis.
- 4.6 An amount equaling five percent (5%) of each approved payment request will be retained by the Town until at least 35 days after the City Council accepts the work as complete, in order to be able to satisfy any legitimate claims filed against the Contractor by employees, subcontractors or material suppliers. A separate invoice for the total retained amount must be submitted by the Contractor.

5.0 PUBLIC UTILITIES AND OTHER SERVICES

- 5.1 The Contractor shall not interrupt any of the existing public utilities or private service lines unless approved in advance by the Engineer.
- 5.2 The Contractor is responsible for field locating and protecting all existing underground utilities. "Underground Service Alert" (USA) must be notified at 1-800-642-2444 at least ten (10) days prior to any excavation in the public right of way or on private property, and the prescribed protocol shall be followed. The Contractor shall also notify, separately, any utilities not covered by USA. The address and telephone number for each of the utility companies likely to be affected are:
 - a. PG&E 275 Industrial Rd, San Carlos
Phone 1-800-743-5000
 - b. AT&T
Phone 1-800-332-1321
 - c. Comcast 999 Edgewater Blvd. Suite E, Foster City, CA 94404
Phone 1-800-391-3000
- 5.3 The Town's garbage and recycling collection service is:
Recology San Mateo County (garbage & recycling):(650) 595-3900

6.0 COOPERATION WITH OTHER WORK BY TOWN

- 6.1 The Town reserves the right to perform other services or work, by contract or otherwise, at or near the Contractor's work sites at any time by the use of Town employees or other forces. Should such other services or work be underway or subsequently undertaken within or adjacent to sites within this project, the Contractor shall cooperate with Town personnel or other forces, including garbage and recycling franchisees, other construction contractors or Town crews, and shall conduct this Contract work so that the operations of both suffer the least interference and delay. If there should be any disagreement between contractors, or between the Contractor and the Town, as to the manner and order of performing work such disagreement will be resolved by the City Engineer, and his determination shall be final.

7.0 MAINTAINING ACCESS & TRAFFIC CONTROL

- 7.1 Traffic shall be maintained at all times in all directions on the streets affected by the work, although partial obstruction with effective two-way traffic control is allowed.
- 7.2 The Contractor shall institute provisions to allow pedestrians and bicyclists to pass safely, and shall allow reasonable access to/from all properties at all times. Particular attention and effort is required within 500 feet of any school.
- 7.3 The Contractor shall provide markers, signs, delineators, and barricades necessary to control traffic. The Contractor shall post temporary "No Parking" signs at least forty eight (48) hours prior to start of work in any area. The Town of Hillsborough Police Department must be notified at that time in order for signs to be enforced.
- 7.4 The Contractor shall submit a Traffic Control Plan (TCP) for the Engineer's approval. The traffic control plan shall address lane shifts or closures, flagging, material and equipment storage, maintaining vehicle and pedestrian access, and haul routes. It must be based on the appropriate standard layouts from the California Manual of Uniform Traffic Control Devices, but simply copying diagrams from that source will not be sufficient; submitted TCPs must be designed specifically for the particular conditions to be encountered in this project.
- 7.5 Up to five working days must be allowed for the Engineer's review. Rejected TCPs must be revised and resubmitted, allowing up to three working days for each resubmittal.
- 7.6 Full compensation for controlling traffic and maintaining access, including costs related to flaggers if needed, shall be considered paid under various items of work, and no additional compensation shall be allowed therefor.

8.0 CONTRACTOR'S USE OF PREMISES / PROJECT APPEARANCE

- 8.1 Overnight storage of materials or equipment, or parking of Contractor's vehicles, on Town streets will only be allowed in an area approved in writing beforehand by the Engineer.
- 8.2 All spillage or mud tracking or tracking of other materials on public streets, driveways and gutters shall be removed or cleared immediately.

- 8.3 The Contractor shall not allow any worksite to become littered with trash or waste material and shall leave the site in a neat and orderly condition afterward. The Engineer shall have the right to determine what is or is not waste material or rubbish, and shall have the right to determine the place and manner of disposal.
- 8.4 Contractor shall provide toilet facilities and personnel wash area for employees.
- 8.5 Contractor's operations shall prevent nuisances, such as dust or noise, from occurring.

9.0 SAFETY

- 9.1 The Contractor shall perform all the work in accordance with applicable OSHA standards. Emphasis shall be placed upon the requirements for entering confined spaces and trench shoring.
- 9.2 The Contractor shall be entirely responsible for safety at the work sites, including barricading the work area as needed.

10.0 WATER SUPPLY

- 10.1 Construction water is available from Town fire hydrants to the Contractor. The Town will charge the Contractor for the water used based on the rates specified in the FY 18-19 "Schedule of Fees and Charges", available at the Town's website, <http://www.hillsborough.net>. The Contractor is required to place a refundable deposit with the Town of Hillsborough's Water Department to obtain a water meter; it is the Contractor's responsibility to return the undamaged water meter to the Water Department at the Conclusion of the project.

11.0 STORMWATER POLLUTION PROTECTION

- 11.1 The contractor is advised that the Town of Hillsborough and all other municipal stormwater dischargers in San Mateo County are co-permittees under the National Pollutant Discharge Elimination System (NPDES) Permit Number CAS 612008. This permit prohibits the discharge of illicit discharges (non rainwater) into the storm drain system, unless specifically exempt. As a condition of this permit the Town of Hillsborough and San Mateo County have implemented a local Storm Water Management Plan, adopted respective enabling ordinances prohibiting illicit discharges, and adopted "Best Management Practices" (BMPs) to assist contractors and citizens with alternatives. The central goal of the Storm Water Management Plan and BMPs is to reduce the amount of pollution in run-off and establish procedures to address and control storm water pollution resulting from both public and private sector construction activity within the City. The types of construction contracts controlled by this Section include site improvement work, street and utility replacement or improvement, drainage work, and general construction. All work performed under this contract and all contractor's and their associates and/or employees are required to comply with all applicable Storm Water regulations and to implement BMPs at all times. Guidelines and BMPs are available from the Town's Public Works Department.
- 11.2 All liquid, solid and semi-solid material removed from the sewer pipes, manholes or structures shall be disposed of properly.

12.0 COMPLETION OF WORK

- 12.1 In the event of a dispute of any kind, the Contractor shall comply with direction given by the Engineer and shall provide written notice of their contrary position on the matter. Any claim for additional time and/or compensation shall be addressed as described in Section 8 of the Agreement. The Contractor shall not slow down or cease his progress while the dispute is being resolved.
- 12.2 If, at any time, the Contractor fails to provide sufficient manpower or resources to complete the project within the allotted time, the Engineer may, at his sole discretion, terminate the Agreement as described in Section 3 of the Agreement.

13.0 CORRECTION OF WORK

- 13.1 Contractor shall have no more than thirty (30) calendar days from the Notice of Correction or "Punch List" to correct all deficiencies listed in such notice, unless otherwise specified. If all required corrections are not completed in the specified timeframe, the Town may either, at the discretion of the Engineer, complete such deficiencies by other means or accept the defective work subject to an equitable deduction from the compensation due to the Contractor.

14.0 GUARANTEE OF WORK

- 13.1 See Section 1.16 GUARANTEE OF WORK in the Special Provisions Section of the Contract Documents.

END OF
SECTION

SPECIAL PROVISIONS

2018-2019 SANITARY SEWER MAINS CHEMICAL ROOT CONTROL TREATMENT PROJECT

Hillsborough, California

1.01 SCOPE OF WORK

The scope of work is to furnish all labor, materials, equipment, tools, and services required to perform and complete all work necessary to complete the following work to be done:

- Application of chemical root control agent to the sewer mains and manholes identified below and in the exhibits.
- Some of the access manholes are in the street, while others are in landscaped or vegetated easements across private property. Contractor to provide coordination with property owners to enter easement areas.

1.02 LOCATION OF WORK

The location of work is on various streets, roads, or easements throughout the Town of Hillsborough. These areas are described in Attachments A through C.

1.03 ESTIMATED QUANTITY

four, six, eight, ten, twelve, and eighteen-inch (4", 6", 8", 10", 12", 15") sanitary sewer mains are to be serviced with chemical root control treatment on an as needed basis determined by the Town and described in Attachments A through C.

1.04 SPECIFICATIONS

All work shall be done in accordance with the Standard Specifications for Public Works construction and as specified herein conforming to applicable sections of the General Conditions, Special Provisions and Technical Provisions in the Contract Documents.

1.05 COMMENCEMENT AND TIME FOR COMPLETION

- Time limit for completion of this project is **sixty (60) working days**.
- The first day of this period will be **no later than the 10th day after the effective date of (or the start date specified in) the Notice to Proceed.**

1.06 CONTRACTOR'S QUALIFICATIONS

The Contractor must be licensed as a pesticide application business with the California Department of Pesticide Regulation prior to submitting a bid proposal. The Contractor must demonstrate a minimum level of five (5) years direct experience in applying chemical root control treatment to sanitary sewer mains. The Contractor must provide proof of

successful completion of at least five (5) other projects similar in size and scope to the work specified herein within the last two (2) years. The Contractor may be disqualified if they cannot provide this proof of experience. Any work performed by subcontractors for the Contractor will not be considered.

1.07 CONTRACTOR'S SUPERVISION

No subcontract work is allowed for this project. The Contractor must employ a State Certified pesticide applicator on the job site at all times. Certified Pesticide Applicators licensed with the California Department of Pesticide Regulation shall perform all work. Certified Pesticide Applicators shall have a minimum five years' experience in performing the type of work specified.

1.08 FEES

The contractor shall be responsible to obtain and pay for all individual permits, hauling, license fees, etc., pertinent and applicable to his operation.

1.09 PUBLIC NOTIFICATION

The Hillsborough Municipal Code requires property owners to allow the Town's crews and contractors to access public facilities located in easements across their property, but as a courtesy they are to be sufficiently informed beforehand so they can keep pets inside, or move delicate plants or possessions, and so they will know that the persons entering their property are authorized to be there.

At least one week prior to entering the property, each property owner shall be given written notification explaining what will be happening and approximately when it will occur. The notification shall include the Contractor's name and contact information and a brief description of the work to be done. It will state that this work is authorized by the Hillsborough City Council and the Hillsborough Municipal Code, and it will apologize for any inconvenience caused by the work. A draft notice shall be submitted for the Engineer's approval. The Contractor's personnel shall secure the notification to a doorknob or a gate where it will be prominently visible to the resident. When it is delivered, attempt shall be made to contact the residents and convey the information in person.

When entering private property to do the work, the Contractor's personnel shall first attempt to contact the residents to let them know who they are and why they are there.

All personnel entering private property shall prominently display Town-issued identification badges. The Contractor's company name shall be clearly visible on clothing, equipment and vehicles.

All personnel are to be courteous and polite to the residents they have contact with (whether on private property or on the street). Simple questions can be answered, but the resident should be referred to the Town's website for more information.

Any hostile contact with a resident is to be reported to the Town's Project Manager immediately afterward.

1.10 CONTRACTOR IDENTIFICATION

The Contractor shall be responsible for obtaining Town identification cards, identifying the Contractor as working for the Town. There will be no cost for obtaining Town identification cards.

The Contractor shall obtain “Town of Hillsborough Contractor” vehicle magnets and apply them to each vehicle to the front passenger and driver’s side of each project vehicle. The Contractor shall make necessary deposits with the Public Works Department for magnet usage. A refundable deposit in the amount of fifty dollars (\$50) per pair of magnets is required for return of the magnets.

Should the Contractor enter easements on private properties during the course of the project, the Contractor shall obtain “Town of Hillsborough Contractor” safety vests so that they may be visually identified as working for the Town. The Contractor shall make necessary deposits with the Public Works Department for safety vest usage. A refundable deposit in the amount of twenty dollars (\$20) per vest is required for return of the safety vests.

Safety vests and magnets must be returned within five days of project completion.

1.11 ACCESS TO MANHOLES

The project maps are for reference and layout of the sanitary sewer collection system. The maps are not intended to pinpoint exact location of the sanitary sewer manholes.

The Contractor shall be responsible for locating all sanitary sewer manholes prior to initiation of the scope of work. The Contractor may seek the Town’s assistance to verify locations of the sanitary sewer manholes. Attachment C – Manhole Location Summary by Mini Basin, is provided for assistance in locating manholes but shall not be taken as all inclusive.

The Contractor shall be responsible for determining which manholes are not accessible to the Contractor’s vehicular equipment and shall plan operations accordingly. No additional compensation will be allowed for pipe sections without direct vehicular access.

1.12 MAINTENANCE OF ACCESS AND TRAFFIC CONTROL

In addition to requirements described under General Conditions Section 7, *Maintaining Access and Traffic Control*, the Contractor shall do the following:

- A. The Contractor shall maintain pedestrian and vehicle access to all properties fronting the project. In the event a driveway must be closed four (4) hours or more, the Contractor shall notify the property owner or tenant, in writing, five (5) days prior to the closure specifying the date and time of closure, including the time of start and finish. No driveway shall be closed for more than one (1) hour without prior approval from the Engineer.

- B. The Contractor shall be responsible for adequate barricading of the work area and controlling of traffic in the vicinity of the project. Provisions shall be made to allow resident reasonable access to their properties during construction.
- C. Full compensation for providing facilities and maintaining access shall be considered paid under various items of work, and no additional compensation shall be allowed therefore.
- D. Traffic Control Plans (TCPs) applicable to typical locations of work. TCPs must be reviewed by the Engineer before work on or in any public streets will be allowed to begin.

1.13 PRESERVATION AND RESTORATION OF PROPERTY

- A. Contractor shall keep safe and protect from any harm or damage to property and dust nuisance arising from Contractor's operations.
- B. Damage to trees, shrubs, lawns and other landscaping improvements caused by the operation of the Contractor or his/her subcontractors shall be Contractor's responsibility and shall be repaired at his/her expense and he/she shall be solely liable therefore. Contractor repairs shall match existing landscaping, construction materials and methods for landscaping improvements during restoration.
- C. Full compensation for protecting and repairing property as specified herein and all payments for the protection, repair or restoration of existing improvements and utilities shall be considered as included in the price paid for other items of work and no additional compensation will be allowed thereof.

1.14 RECORD KEEPING AND SUBMITTAL

Contractor shall keep record of all mains that are treated with the root control chemicals. The contractor shall submit pay quantities on a weekly basis following pre-approval by the Public Works Superintendent. The records shall consist of date main was foamed, upstream and downstream manhole numbers, weather during operations, size of main (both diameter and length), amount of chemical used, expiration date of the guarantee, special conditions found by the Contractor's crew, quantity and location of sanitary sewer facilities substantially different from information provided by the Town, any pipe segments included in the project that did not receive chemical treatment, level of flow (%) at the time of foaming operations and any applicable comments.

Applicable comments can include, but man not be limited to, special field conditions such as access problems, unusual line conditions, or abnormal flow conditions.

1.15 DISPOSAL OF HERBICIDES AND HAZARDOUS WASTES

The Contractor shall be responsible to remove from the site all discharge resulting from the root foaming applications and dispose outside the Town of Hillsborough city limits. The Contractor shall be responsible for all costs associated with disposing of materials in a safe

and legal manner. No material shall be placed on private or public property without prior approval from the property owner or the Town. Contractor shall comply with all federal, state, and local regulations regarding disposal of herbicides and hazardous wastes outside city limits.

1.16 GUARANTEE OF WORK

In addition to requirements described in General Conditions Section 13, *Guarantee of Work*, the Contractor shall, for each sewer section (manhole-to-manhole) that is treated under the Contract, guarantee the work as follows: At the option of the Town, the Contractor shall, at his own expense, **re-treat a sewer section, or refund 100% of the pavement received to treat that section**, in the event that (1) live roots are found in the section within six months after the application; or (2) the section plugs up and floods due to tree root obstructions within a period of two years, beginning on the date of treatment, and ending two years after the date of treatment. Re-treatments, performed at no charge in honor of the guarantee, do not extend the expiration date of the guarantee.

Guarantee Criteria

- Kill all the protruding roots inside the sewer pipes that receive treatment.
- Kill all the protruding roots at the lateral connections to the sewer mains.
- Root is defined as killed if it falls off, decreases in size, or does not increase in size within the Guarantee period.
- No blockages are caused by treated roots within two years.
- If these requirements are not met, the Contractor shall refund 100% the treatment cost for the sewer line segment (manhole to manhole) or retreat the sewer line segment at no cost to the Town.

The Contractor shall return every 4 to 8 months throughout the life of the guarantee, in order to evaluate the success of the project, and to arrange any free guarantee work that may arise.

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

1.17 MEASUREMENT AND PAYMENT

Because this is a Professional Services Agreement, the Town reserves the right to increase or decrease the quantities of each item of work in any amount without any change in the unit prices and without any adjustment in compensation to Contractor for such other factors as (but not limited to) mobilization, traffic control or notifications.

Payments will be determined as described in Exhibit A. Footages presented in the Contract Documents are approximations only; the actual lengths of mainline segments or laterals may vary significantly from those figures.

END OF
SECTION

TECHNICAL PROVISIONS

2018-2019 SANITARY SEWER MAINS CHEMICAL ROOT CONTROL TREATMENT PROJECT

Hillsborough, California

1.01 ROOT CONTROL MATERIALS

1. Herbicide:

1.1 The chemical sewer root control treatment consists of root killing and root re-growth inhibition. 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. Chemicals intended to be poured down, or blown into the sewer lines as a dust shall not be allowed. The active ingredient shall not adversely affect the performance of the wastewater treatment plant when applied properly in accordance with manufacturer's recommendations. Materials shall be non-volatile in order to minimize exposure to collections system workers, treatment plant operators and homeowners through inhalation. Compounds containing copper and/or other known priority pollutants, as defined by the Federal EPA, shall be disallowed.

1.2 The contractor shall submit a list of chemical root control chemicals as an attachment to the bid.

1.3 The contractor shall use the chemical root treatment products listed in the bid. Substitution of brand name materials and active root treatment agent are not allowed.

2. Composition of the Chemical Root Control Treatment Agent:

2.1 The chemical root control treatment agent shall be registered with the USEPA and the California Department of Pesticide Regulation and labeled for use in sewer lines.

2.2 The root control material shall be formulated with foaming agents and surfactants sufficient to produce a stable, small bubble, dense foam capable of sustaining its shape and thus remaining on the treated roots. The foaming surfactants shall strip grease that typically clings to sewer root masses.

2.3 Active ingredient of the chemical root control treatment agent:

2.3.1 The active component for destroying intruding roots in sanitary sewer lines shall be a potent, non-systemic toxin which kills contacted roots at low concentrations but which will not permanently affect parts of the plant distant from the treated roots. The active ingredient must be spontaneously detoxified by a natural chemical or biochemical process in a relatively short interval following its use.

- 2.3.2 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 portions 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. A specimen product label(s) and Material Safety Data Sheets shall be submitted.

1.02 WASTEWATER TREATMENT PLANT OPERATIONS PROTECTION

1. The Town of Hillsborough's (Town) sanitary sewer system consists of two primary drainage basins: one that flows north into the Burlingame Wastewater Treatment Plant managed by the City of Burlingame, and one that flows south into the San Mateo Wastewater Treatment Plant, managed by the City of San Mateo. These two wastewater treatment plants treat the Town's sewer collection waters. As such, any root chemical treatment operations must conform to and be in accordance with each wastewater treatment plants' specifications.
2. Burlingame Waste Water Treatment Plant (WWTP) Operations
 - 2.1. Wastewater treatment plant (WWTP) operations are essential functions to public health and safety. The Contractor shall take all steps necessary and appropriate to prevent adverse effects on the City of Burlingame (City) Waste Water Treatment Plant (WWTP). The Contractor shall provide the date and time of all intended work, name and telephone number of the Contractor's onsite supervisor, and provide any additional information requested by either the WWTP operator or the Engineer.
 - 2.2. Introduction of any materials into the WWTP must be with the written approval of the WWTP operator. The Contractor shall obtain all necessary operation certificates and permits from the State and local agencies that have jurisdictions over the distribution and application of root foaming chemical used in this project. The Contractor shall maintain daily communication with City representatives to assure that no adverse effects on WWTP operations results from Contractor's work. If signs of adverse impact are revealed at the WWTP during the biological breakdown process, the Engineer has the right at any time to limit or stop chemical application in order to safeguard WWTP processes. The Contractor shall cease root foaming application until normal conditions are established as determined by the Plant Manager.
 - 2.3. The Contractor shall be financially responsible for any adverse effect on WWTP processes directly or indirectly caused by chemical application, including but not limited to damages to plant processes or equipment, clean-up and restoration costs, fines imposed by State or Federal agencies, pollution of receiving waters, and civil suits. The Contractor shall further indemnify and hold harmless the City, 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 applications of chemicals by the Contractor.

- 2.4. The City reserves the right to suspend chemical treatment to restore WWTP operations as necessary. The Contractor shall not be compensated for additional setups for complying with the WWTP operational requirements.

1.03 APPLICATION

- 1.1 The application of material shall be performed in such a way as to directly contact roots within the primary main line sewer to be treated. Foam quality shall be sufficient to penetrate “wye” connections at sewer laterals.
- 1.2 The foaming root control herbicides will be mixed with water to produce a solution; all solutions will be at a proportion in accordance with manufacturer’s guidelines. The foam shall be generated through the use of air injection equipment, and the foam shall be pumped into the sewer under pressure as foam. The foam must be generated by a machine that assures the foam will completely fill the intended sanitary sewer lines. The equipment and herbicide must function so as to deposit the foam a minimum of five hundred (500) feet into the sanitary sewer lines with each hose insertion.
- 1.3 For sewer lines with diameter less than 12 inches, the foaming herbicide root control product shall be applied by completely foam-filling the line with a hose inserted into the manhole and completely down the line.
- 1.4 Sewer lines with diameter 12 inches or larger, or with fast flow conditions, shall be foam-coated by means of pulling a properly designed nozzle between manholes, depositing herbicidal foam on the upper interior wall of the pipe. The coating shall be applied between the 9 o’clock and 3 o’clock positions of the pipe wall and completely coat up to and including the pipe crown. The application nozzle shall be supported at least one (1) inch above the water line at all times. Roots shall be coated with a minimum of 3 inches of foam.
- 1.5 A foam discharge hose shall be inserted throughout the entire length of the sewer section to be treated. Acceptable methods of conveying the foam discharge hose through the sewer section are: 1) manually or mechanically inserting or shoving the foam discharge hose through the section, or 2) floating a rope through the sewer section and using the rope to pull the foam discharge hose into the section.
- 1.6 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 5 feet in small diameter pipe. Sewer service to homeowners shall not be interrupted nor shall chemical agents reach the home or business. The Contractor must beware that excessive discharge pressure, and/or excessive quantities of material may cause foam to enter houses, or travel up forward clean-outs onto lawns.

- 1.7 The foam shall be pumped under sufficient pressure and completely cover all exposed interior areas of the sewer manhole including the manhole shelves, walls, and cone. No excess foam shall be allowed to spill over the top of manhole.
- 1.8 Hose retrieval rates must be timed to evenly distribute the full quantity of foam throughout the entire area of treatment.
- 1.9 When required to enter or work within a manhole, the Contractor's employees and subcontractors shall in addition to abiding by the confined space regulations/requirements of OSHA shall also abide by any requirements spelled out by either the container label or the specimen/chemical control root agent's manufacturers requirements. This would include meeting the minimum protective clothing requirements and/or wearing air line breathing apparatus.

2. Root Foaming Operation

2.1 Application Equipment

- 2.1.1 Contractor will provide all equipment using proper operation and safety procedures to perform the work. The equipment used in foam generation shall meet the herbicide manufacturer's specifications and be capable of generating the specified quantity and quality of foam in closed system.
- 2.1.2 The equipment used shall discharge foam at sufficient pressure as to force foam up connecting lateral sewers approximately 5 feet in small diameter pipe. In no case shall chemical agents reach the home or businesses.
- 2.1.3 Hydraulic sewer cleaning machines shall not be used prior to, or during the treatment process.

2.2 Mixing and application of the root control treatment agent shall be done under the supervision of a state-certified pesticide (herbicide) applicator as required by law.

2.3 The Contractor shall not treat the pipes with flow depth greater than 30% of the pipe diameter. The Contractor will return to treat that sewer when the flow is normalized. The Contractor is responsible for monitoring weather to ensure that lines are not treated when the possibility of surcharging due to inflow and infiltration exist. If a sewer surcharges within a 12-hour period after a treatment has been made, the Contractor is will be required to retreat that section of sewer at the Contractor 's expense if the surcharging is a result of Contractor activities or inflow and infiltration resulting from wet weather.

END OF
SECTION