

INVITATION FOR BIDS



FOR CONSTRUCTING

REMOVAL OF FIRE-DAMAGED HAZARDOUS TREES

**CITY CONTRACT NUMBER
C02260**

Federal Public Assistance Project No. 64204

ISSUED BY
CAPITAL PROJECTS ENGINEERING DIVISION
CITY OF SANTA ROSA, CALIFORNIA

2019

ATTENTION
Prebid Conference
See Page 1



STATE OF CALIFORNIA

INVITATION FOR BIDS

CONTAINING:

NOTICE TO BIDDERS

SPECIAL PROVISIONS

BID FORMS

CONTRACT

FOR

REMOVAL OF FIRE-DAMAGED HAZAROUS TREES

City Contract No. C02260

Federal Public Assistance Project No. 64204

REMOVAL OF FIRE-DAMAGED HAZARDOUS TREES

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CITY OF SANTA ROSA
STATE OF CALIFORNIA

NOTICE TO BIDDERS

➤	For technical questions regarding this project, contact Danny Chen at (707) 543-3911.
➤	For direct access to plans, specifications and plan holders' lists, go to www.srcity.org/bids and click on <u>Bid/Proposal Opportunities</u> or call (707) 543-3800.
➤	For direct access to bid results, go to www.srcity.org/bids . Under Link to Capital Projects, click on <u>Capital Projects Contracts</u> or call (707) 543-3835.

- IMPORTANT -

Bid Acceptance Deadline

Sealed bids will be accepted at the Transportation and Public Works Department, 69 Stony Circle, Santa Rosa, California 95401 until 2:00 p.m., May 8, 2019, for Removal of Fire-Damaged Hazardous Trees, Contract No. C02260 (Engineer's Estimate: \$964,000.00.)

Bids tendered after this deadline will not be accepted. The official time clock for accepting bids will be an electric date and time stamping clock, located in the Transportation and Public Works Department, 69 Stony Circle, Santa Rosa, California. In order to be accepted, bids must be received prior to 2:00 p.m. Therefore, a bid stamped in at 1:59 p.m. will be accepted, but one delivered at or after 2:00 p.m. is late and will not be accepted.

Pre-Bid Meeting

Prospective bidders, subcontractors, and material suppliers are invited to attend a pre-bid meeting scheduled to be held at 10:00 a.m., May 1, 2019, in the Transportation and Public Works Department located at 69 Stony Circle, Santa Rosa, California.

Federal Requirements

The work to be performed under this Contract will be funded by the Federal Emergency Management Agency (FEMA). Contractor will be required to comply with all Federal Requirements set forth in the Special Provisions. Notwithstanding Section 5-1.02 of the Special Provisions, in the event of a conflict between any Federal Requirement and any other provision in the Contract Documents (as defined below), the more stringent provision shall control and prevail.

Subcontractor Information; Department of Industrial Relations Registration

Bidders shall provide the names, business addresses and license numbers of all subcontractors listed on bidder's List of Subcontractors. No contractor or subcontractor may be listed on a bid for this public works project unless registered with the Department of Industrial Relations (DIR) pursuant to Labor Code section 1725.5. No contractor or subcontractor may be awarded a contract for this public works project unless registered with the DIR pursuant to Labor Code section 1725.5. This public works project is subject to compliance monitoring and enforcement by the DIR.

Contract Award

This Contract will be awarded to the lowest responsible and responsive contractor possessing the ability to successfully perform under the terms and conditions of the proposed contract, considering such matters as contractor integrity, compliance with public policy, record of past performance and financial and technical resources.

Firms or individuals that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals or quotes may not compete in this procurement.

Project Description/Scope of Work

Remove 702 hazardous street trees damaged by the Tubbs Fire.

CITY OF SANTA ROSA
ESTIMATED QUANTITIES
C02260 - REMOVAL OF FIRE-DAMAGED HAZARDOUS TREES

Item No.	Description	Quantity	Units
1	TRAFFIC CONTROL	1	LS
2	WATER POLLUTION CONTROL	1	LS
3	SMALL HAZARDOUS TREE REMOVAL	527	EA
4	MEDIUM HAZARDOUS TREE REMOVAL	159	EA
5	LARGE HAZARDOUS TREE REMOVAL	16	EA
6	SMALL TREE STUMP GRINDING	527	EA
7	MEDIUM TREE STUMP GRINDING	159	EA
8	LARGE TREE STUMP GRINDING	16	EA

The foregoing quantities are approximate only, being given as a basis for the comparison of bids, and the City of Santa Rosa does not expressly or by implication, agree that the actual amount of work will correspond therewith, but reserves the right to increase or decrease the amount of any class or portion of the work, as may be deemed necessary or expedient by the Engineer.

Bids shall be made in accordance with the prevailing hourly rate of per diem wages for this locality and project as determined by the Director of the DIR pursuant to Labor Code sections 1770 *et seq.*

Contractor shall be responsible for compliance with the Immigration Reform Control Act of 1986.

If the project requires the employment of workers in any apprenticeable craft or trade, once awarded, Contractor and subcontractors must apply to the Joint Apprenticeship Council unless already covered by local apprentice standards (see Labor Code section 1777.5).

All bids are to be compared on the basis of the Engineer's estimate of the quantities of work to be performed. No bid will be awarded to a contractor who is not licensed in accordance with the provisions of Chapter 9 of Division 3 of the Business and Professions Code. Contractor must hold a Class D49 license for this project.

Project plans, bid and contract forms for C02260 - Removal of Fire-Damaged Hazardous Trees may be obtained through PlanetBids at www.srcity.org/bids. These documents can no longer be obtained at the Transportation and Public Works Department.

No bid will be accepted unless it is made on the contract bid forms furnished by the Transportation and Public Works Department through PlanetBids. The original of the completed bid forms bearing original signatures must be submitted. A bid will not be accepted unless the bidder registers as a vendor through PlanetBids at www.srcity.org/bids, downloads documents/attachments, and is added to the prospective bidders list for this project. If there is an addendum, bidders must log into PlanetBids and acknowledge the addendum to be eligible for bidding.

The successful bidder will be required to hold a current City of Santa Rosa business tax certificate issued pursuant to Chapter 6.04 of the Santa Rosa City Code before commencing work on this project. For information regarding the business tax, contact Revenue and Collections at (707) 543-3170.

For any moneys earned by Contractor and withheld by the City of Santa Rosa to ensure the performance of the Contract, Contractor may, at its request and expense, substitute securities equivalent to the amount withheld in the form and manner and subject to the conditions provided in Section 22300 of the California Public Contract Code.

The City of Santa Rosa reserves the right to reject any or all bids and the right to waive minor irregularities or informalities in any bid or bond.



DAVID MONTAGUE
Supervising Engineer



Date

SPECIAL PROVISIONS

General Specifications

CITY OF SANTA ROSA, CALIFORNIA

REMOVAL OF FIRE-DAMAGED HAZARDOUS TREES

1 GENERAL

The work described herein shall be done in accordance with the "Contract Documents," which are the:

1. Special Provisions
2. City of Santa Rosa Design and Construction Standards (City Standards)
3. City of Santa Rosa Construction Specifications for Public improvements (City Specifications)
4. State of California Department of Transportation Standard Specifications 2015 and Revised Standard Specifications 2015 (collectively, Standard Specifications), and
5. State of California Department of Transportation Standard Plans 2015 and Revised Standard Plans 2015 (collectively, Standard Plans).

In the event of a conflict in any of these documents, the order of precedence shall be determined by Section 5-1.02 of these Special Provisions.

Whenever the Standard Specifications use the terms State of California, Department of Transportation, Director, Engineer, or Laboratory, the following terms shall be substituted therefor, and any reference to any of the foregoing terms shall be understood and interpreted to mean and refer to such substituted terms as follows:

For State of California - the City of Santa Rosa;

For Department - the City of Santa Rosa Department of Transportation and Public Works or the City of Santa Rosa Water Department;

For Director - the City Engineer of the City of Santa Rosa;

For Engineer - the City Engineer of the City of Santa Rosa or the City Engineer's authorized agents;

For Laboratory – Materials Engineering of the City of Santa Rosa Transportation and Public Works Department, or such other laboratory as may be authorized by the City.

Unless otherwise provided, whenever in these Special Provisions attention is directed to specific provisions in the Standard Specifications, such direction shall not be interpreted as excluding other applicable provisions of the Standard Specifications.

Unless otherwise provided, when sections and subsections of the Standard Specifications are used in these Special Provisions, such use is not exclusive and shall not be interpreted as excluding other applicable provisions of said sections and subsections, but is only intended to add to or modify such sections or subsections.

Unless otherwise provided, full compensation for compliance with these Special Provisions is included in the contract price and no additional allowance will be made to Contractor therefor. The Standard Specifications are hereby modified to delete any reference or incorporation of provisions providing for or requiring arbitration of claims and disputes arising under this Contract.

2 BIDDING

2-1.03 Registration with DIR: No contractor or subcontractor may be listed on a bid for this public works project unless registered with the Department of Industrial Relations (DIR) pursuant to Labor Code section 1725.5. No contractor or subcontractor may be awarded a contract for this public works project unless registered with the DIR pursuant to Labor Code section 1725.5. This public works project is subject to compliance monitoring and enforcement by the DIR.

2-1.06 Bid Documents: Prospective bidders will be furnished with an Invitation for Bids which will state the location and description of the contemplated public works project and will show the approximate estimate of the various quantities and kinds of work to be performed and materials to be furnished with a schedule of items for which unit prices are requested.

2-1.07 Examination of Project Plans, Specifications, City Standards, Invitation for Bids and Work Site: Prior to submitting a bid, the bidder shall carefully examine the Invitation for Bids, City Standards and the proposed work site. If any person contemplating submitting a bid for this public works project is in doubt as to the meaning of any part of the Contract Documents, or finds discrepancies in or omissions from the Contract Documents, he or she may submit a written request for interpretation or correction to the Engineer. The written request must be received by the Engineer a minimum of 48 hours prior to bid opening. Any interpretation or correction of the Contract Documents prior to bid opening will be made only by written addendum issued by the City. Notification of addenda will be made through PlanetBids. The listed primary contact will receive an e-mail generated by PlanetBids informing them of a recently uploaded addendum. The City will not be bound by any other explanations or interpretations of the Contract Documents.

2-1.08 Approximate Estimate: The quantities given in the Contract Documents are approximate only, being given as a basis for the comparison of bids, and the City does not, expressly or by implication, agree that the actual amount of work will correspond therewith, but reserves the right to increase or decrease the amount of any class or part of the work or to omit parts of the work, as may be deemed necessary or advisable by the Engineer.

2-1.10 Subcontractors: The Subletting and Subcontracting Fair Practices Act, Public Contract Code sections 4100-4113, inclusive (the "Act") shall apply to all subcontracts in excess of one-half of one percent of the total amount of a bid. The Act requires subcontractors, if used for such work, to be listed in the contractor's bid and prohibits the substitution of subcontractors, except as authorized by the Act. Each bidder shall, with respect to the work of any subcontractor in excess of one-half of one percent of the total amount of the bid, include as part of the bid on the bid form provided:

1. The name, business address and DIR registration number of each subcontractor who will perform work or labor or render services to the Contractor in or about the construction of the work or improvement, or a subcontractor licensed by the State of California who, under subcontract to the Contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the Project Plans or other Contract Documents in an amount in excess of one-half of one percent of the Contractor's total bid; and
2. The portion of the work that will be done by each subcontractor. Only one subcontractor shall be listed for each portion.

The purchase of sand, gravel, crushed rock, batched concrete, aggregate, ready-mixed concrete, and/or any other materials produced and furnished by established and recognized commercial plants, together with the delivery of such materials to the work site by the source of the materials or by recognized commercial hauling companies, is not considered as subcontracting under this section.

2-1.33 Bid Document Completion: Any references to Opt Out of Payment Adjustments for Price Index Fluctuations in the Standard Specifications are deleted in their entirety.

2-1.33A Bid Forms: All bids shall be made on bid forms obtained from PlanetBids at www.srcity.org/bids. The bidder shall submit its bid on the original bid forms furnished by the City. Bids submitted on forms other than the forms furnished to the bidder by the City will not be considered.

The bid forms to be submitted at the time of and with the bid are:

1. Unit Price Schedule
2. List of Subcontractors
3. List of Previous Similar Jobs
4. Noncollusion Declaration
5. Bid Bond Affidavit and Bidder's Signature Page
6. Bid Guaranty (Bid Bond or alternate security)
7. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
8. Certification Regarding Lobbying

All bids shall give the proposed prices and must bear the original signature of the bidder. Bidders shall fill in all blanks on the bid forms where required. A bid will not be accepted unless the bidder registers as a vendor through PlanetBids at www.srcity.org/bids, downloads documents/attachments, and is added to the prospective bidders list for this project. If there is an addendum, bidders must log into PlanetBids and acknowledge the addendum to be eligible for bidding.

2-1.33E Rejection of Bids Containing Alterations, Erasures or Irregularities: Bids may be rejected if they show any alterations of forms, additions not called for, conditional bids, incomplete bids, erasures or irregularities of any kind.

2-1.34 Bidders' Security: All bids shall be presented under sealed cover and shall be accompanied by cash, cashier's or certified check, or by a bidder's bond made payable to the City of Santa Rosa and executed as surety by a corporate surety authorized and admitted to transact a surety business in the State of California in an amount equal to ten percent of the amount of the bid. No bid shall be considered unless such cash, cashiers or certified check, or bidder's bond is enclosed with the bid. Any bidder's bond shall contain provisions for forfeiture consistent with California Public Contract Code section 20172.

2-1.40 Withdrawal of Bid: A bid may be withdrawn prior to, but not after, the hour fixed in the public notice for the opening of bids, provided that a written request to withdraw the bid, executed by the bidder or the bidder's authorized representative, is filed with the Engineer before this deadline. The withdrawal of a bid shall not prejudice the right of a bidder to submit a new bid.

2-1.43 Public Opening of Bids: Bids will be opened and read publicly at the time and place indicated in the Notice to Bidders. Bidders or their authorized agents are invited to be present.

2-1.46 Department's Decision on Bid: Serial bids from the same bidder will not be accepted. This section shall not be interpreted to mean that the same contractor may not be the contractor in one bid and listed as a subcontractor in another bid, provided that no collusion exists.

2-1.48 Competency of Bidders: No bid will be accepted from or contract awarded to a contractor that is not licensed in accordance with the law, that does not hold a license qualifying it to perform work under this contract, to whom a bid form has not been issued by the Engineer, or that has not successfully completed projects of similar character, scope and cost to the proposed project. Bidders will be required to provide a list of previous similar jobs with their bids.

3 CONTRACT AWARD AND EXECUTION

3-1.04 Contract Award: The City reserves the right to reject any or all bids. Bids are required for the entire work described herein. All bids will be compared with the Engineer's estimate of the quantities of work to be completed. Contract award, if any, will be made to the lowest responsible and responsive bidder within thirty days from the date bids are opened.

3-1.05 Contract Bonds: Within ten days after receipt of the Notice of Award, the successful bidder shall provide the following bonds to the City:

- a. **Performance Bond:** A performance bond to guarantee the faithful performance of the terms and conditions of the Contract by Contractor, which shall be executed in a sum of not less than 100% of the Contract price;
- b. **Labor and Materials Bond:** A labor and materials bond (payment bond) in accordance with Part 6 of Division 4, sections 8000 *et seq.* of the California Civil Code, to guarantee against any and all claims of subcontractors or other third parties furnishing labor, materials, or supplies for the Contract, which shall be executed in a sum of 100% of the Contract price; and
- c. **Material Guaranty Bond:** A material guaranty bond (warranty bond) to serve as surety for the guarantee requirements outlined in Section 6-3.01B, which shall be executed in a sum of not less than 50% of the Contract price.

The bond(s) shall be provided in a form acceptable to the City and issued by a corporate surety in good financial standing and authorized and admitted to transact a surety business in the state of California for the purposes and in the amount(s) stated above.

Whenever the financial or legal status of any surety on any such bond(s) is/are unacceptable to the City, it may make a demand to Contractor for further bond(s) or additional surety, not exceeding the sums originally required. Thereafter, no payment shall be made upon the Contract to Contractor or any assignees of Contractor until such bond(s) or additional surety has/have been provided to the City.

3-1.06 Contractor License: Contractor must be properly licensed as a contractor from Contract award through Contract acceptance (Pub Cont. Code § 10164).

3-1.07 Indemnification and Insurance: Indemnification: Contractor shall defend, hold harmless and indemnify City, its officers, agents and employees, and each and every one of them, from and against any and all actions, damages, costs, liabilities, claims, demands, losses, judgments, penalties, costs and expenses of every type and description, including, but not limited to, any fees and/or costs reasonably incurred by City's staff attorneys or outside attorneys and any fees and expenses incurred in enforcing this provision (hereafter collectively referred to as "Liabilities"), including but not limited to Liabilities arising from personal injury or death; damage to personal, real or intellectual property or the environment; contractual or other economic damages, or regulatory penalties, arising out of or in any way connected with the performance of or the failure to perform the Contract by Contractor, any subcontractor or agent, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, whether or not such Liabilities are caused in part by a party indemnified hereunder, or such Liabilities are litigated, settled or reduced to judgment; provided, that the foregoing indemnity does not apply to liability for any damage or expense for death or bodily injury to persons or damage to property to the extent arising from (i) the sole negligence, or willful misconduct of, or defects in design furnished by City, its agents, servants, or independent contractors who are directly responsible to City (excluding Contractor), or (ii) the active negligence of City.

The existence of any of the insurance policies or coverages described in this Contract shall not affect or limit any of City's rights hereunder, nor shall the limits of such insurance limit Contractor's liability to the City hereunder. The provisions of this section shall survive any expiration or termination of the Contract.

Insurance: Contractor shall maintain in full force and effect all of the insurance coverage described in and in accordance with the insurance requirements set forth below. Maintenance of such insurance coverage during the entire performance of the Contract is a material element of the Contract. Failure by Contractor to (i) maintain or renew coverage, (ii) provide notice of any changes, modifications, or reductions in coverage, or (iii) provide evidence of renewal, if necessary, may be deemed a material breach of the Contract by Contractor, whereas the City shall be entitled to all rights and remedies at law or in equity. Notwithstanding the foregoing, any failure by Contractor to maintain required insurance coverage shall not excuse or alleviate Contractor from any of its other duties or obligations under the Contract. In the event Contractor retains or utilizes any subcontractors or sub-consultants in performance of the work, Contractor shall assure that any such subcontractor has first obtained, and shall maintain, all of the insurance coverage requirements herein set forth below.

Insurance Requirements:

A. Insurance Policies: Contractor shall maintain and keep in full force and effect, the following policies of insurance with minimum coverage as indicated below and issued by insurers with an AM Best rating of no less than A:-VI or a rating otherwise acceptable to the City.

	Insurance	Minimum Coverage Limits	Additional Coverage Requirements
B.	1. Commercial general liability	\$5 million per occurrence \$5 million aggregate	Coverage must be at least as broad as ISO CG 00 01 and must include products liability and completed operations coverage which shall continue for a period of three years after acceptance of the work by the City. If insurance applies separately to a project/location, aggregate may be equal to per occurrence amount. Coverage may be met by a combination of primary and umbrella or excess insurance but umbrella and excess shall provide coverage at least as broad as specified for underlying coverage. Completed Operations Coverage can be provided in the form of an endorsement to Contractor's insurance (at least as broad as ISO Form CG 20 37 04 13. See endorsements below for other Additional Insured Requirements. Coverage shall not exclude subsidence.
	2. Business auto coverage	\$3 million	Coverage at least as broad as ISO Form Number CA 00 01 covering any auto (Code 1). Insurance shall cover owned, non-owned and hired autos.
	3. Workers' compensation and Employer's Liability	\$1 million	As required by the State of California, with Statutory Limits and Employer's Liability Insurance with limit of no less than \$1 million per accident for bodily injury or disease. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by Contractor, its employees, agents and subcontractors.

Endorsements:

1. All policies shall provide or be endorsed to provide that coverage shall not be canceled by either party, except after prior written notice has been provided to the City in accordance with the policy provisions.
2. Liability policies shall provide or be endorsed to provide the following:
 - a. For any claims related to this Contract, Contractor's insurance coverage shall be primary and any insurance or self-insurance maintained by City shall be in excess of Contractor's insurance and shall not contribute with it. Endorsements at least as broad as 20 01 04 13 or evidence of policy language will be required in non- ISO CGL policies.
 - b. **The City of Santa Rosa, its officers, agents and employees are to be covered as additional insureds on the CGL policy.** Additional Insured Endorsements at least as broad as 20 10 04 13 or 20 38 04 13 are required.

C. Verification of Coverage and Certificates of Insurance: Contractor shall furnish City with original certificates and endorsements effecting coverage required above. Certificates and endorsements shall make reference to policy numbers. All certificates and endorsements are to be received and approved by the City before work commences and must be in effect for the duration of the Contract. The City reserves the right to require complete copies of all required policies and endorsements during the duration of the Contract and for a period of three years following City's acceptance of the work.

D. Other Insurance Provisions:

1. No policy required by this Contract shall prohibit Contractor from waiving any right of recovery prior to loss. Contractor hereby waives such right with regard to the indemnitees.
2. All insurance coverage amounts provided by Contractor and available or applicable to this Contract are intended to apply to the full extent of the policies. Nothing contained in this Contract limits the application of such insurance coverage. Coverage for an additional insured shall NOT be limited to the insured's vicarious liability. Defense costs must be paid in addition to coverage amounts.
3. Self-insured retentions above \$10,000 must be approved by the City. At the City's option, Contractor may be required to provide financial guarantees.
4. City reserves the right to modify these insurance requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

3-1.18 Contract Execution: The fully executed Contract, original bonds and insurance certificates and endorsements required under the Contract shall be delivered to the City within ten calendar days of Contractor's receipt of the Notice of Award.

The Engineer will supply Contractor with up to ten sets of the Invitation for Bids and Project Plans. At least one complete set of the Invitation for Bids and Project Plans shall be kept at the construction site in good condition and made available to the Engineer at all times. Additional copies of the Invitation for Bids and Project Plans will be provided by the Engineer at Contractor's cost.

3-1.19 Bidders' Securities: Within ten days after the opening of bids, the City will return the bid guarantees to all bidders except the three lowest responsible bidders. The bid guarantees of the three lowest responsible bidders will be retained until the Contract has been fully executed. In the event all bids are rejected, all bid guarantees will be returned to the respective bidders.

3-1.20 Failure to Execute Contract: Contractor's failure to deliver to the City the fully executed Contract within ten calendar days of Contractor's receipt of the Notice of Award shall be cause for the cancellation of the award and the forfeiture of the bid guaranty to the City. If the successful bidder refuses or fails to execute the Contract, the City may award the Contract to the second lowest responsible bidder. If the second lowest responsible bidder refuses or fails to execute the

Contract, the City may award the Contract to the third lowest responsible bidder. The refusal or failure by the second or third lowest responsible bidder to deliver to the City the fully executed Contract within ten calendar days of receipt of the Notice of Award to the respective bidder shall likewise be cause for the cancellation of the award and the forfeiture of the bid guaranty of the respective bidder. In its discretion, the City may then re-advertise the project or construct it by day labor.

3-1.22 Subcontractors: The successful bidder shall furnish a list of all subcontractors as required under Sections 2-1.10. The list shall include the name, business address, DIR registration number and the state contractor's license number of each subcontractor on the list and the names of the responsible managing employees whose names appear on the subcontractors' licenses.

4 SCOPE OF WORK

4-1.05 Changes and Extra Work: All changes to the Contract shall be made by written change order only.

All extra work shall be recorded by Contractor on a daily report signed by both the City and Contractor. The “daily reports” shall thereafter be considered the true record of extra work performed. A copy of the daily reports will be furnished to Contractor. Contractor is directed to Section 9-1.04 of this Invitation for Bids.

4-1.05C Compensation for Altered Quantities: Payment and compensation for altered quantities shall not conform to the provisions of Section 9-1.06 of the Standard Specifications, except as modified herein.

4-1.07 Value Engineering

4-1.07B Value Engineering Change Proposal (VECP):

Contractor may submit a VECP to reduce any of the following:

1. Total cost of construction
2. Construction activity duration
3. Traffic congestion

Before preparing a VECP, meet with the Engineer to discuss:

1. Proposal concept
2. Permit issues
3. Impact on other projects
4. Project impacts, including traffic, schedule, and later stages
5. Peer reviews
6. Overall proposal merits
7. Review times required by the Department and other agencies

The VECP must not impair the project's essential functions or characteristics, including:

1. Service life
2. Operation economy
3. Maintenance ease
4. Desired appearance
5. Design and safety

The VECP must include:

1. Description of the Contract specifications and drawing details for performing the work and the proposed changes
2. Itemization of Contract specifications and plan details that would be changed
3. Detailed cost estimate for performing the work under the existing Contract and under the proposed change; Determine the estimates under section 9-1.04 of the Standard Specifications
4. Deadline for the Engineer to decide on the changes
5. Bid items affected and resulting quantity changes

The Department is not required to consider a VECP. If a VECP is similar to a change in the Project Plans or City Specifications being considered by the Department at the time the proposal is submitted or if the proposal is based on or similar to plans or City Specifications adopted by the Department before Contract award, the Department does not accept the VECP and may make these changes without VECP payments.

If the Department does not approve a Change Order before the deadline stated in the VECP or other date Contractor subsequently stated in writing, the VECP is rejected. The Department does not adjust time or payment for a rejected VECP.

The Department decides whether to accept a VECP and the estimated net construction-cost savings from adopting the VECP or parts of it.

The Department may require Contractor to accept a share of the investigation cost as a condition of reviewing a VECP. After written acceptance, the Department considers the VECP and deducts the agreed cost.

If the Department accepts the VECP or parts of it, the Department issues a Change Order that:

1. Incorporates changes in the Contract necessary to implement the VECP or the parts adopted
2. Includes the Department's acceptance conditions
3. States the estimated net construction-cost savings resulting from the VECP
4. Obligates the Department to pay Contractor 50 percent of the estimated net savings.

In determining the estimated net construction-cost savings, the Department excludes Contractor's VECP preparation cost and the Department's VECP investigation cost, including parts paid by Contractor. If a VECP providing for a reduction in working days is accepted by the Department, 50 percent of the reduction is deducted from the Contract time.

If a VECP providing for a reduction in traffic congestion or avoiding traffic congestion is accepted by the Department, the Department pays 60 percent of the estimated net savings in construction costs attributable to the VECP. Submit detailed traffic handling comparisons between the existing Contract and the proposed change, including estimates of the traffic volumes and congestion.

The Department may apply an accepted VECP for general use on other contracts.

If an accepted VECP is adopted for general use, the Department pays only the contractor who first submitted the VECP and only for the contracts awarded to that contractor before the submission of the accepted VECP.

If the Department does not adopt a general-use VECP, an identical or similar submitted proposal is eligible for acceptance.

5 CONTROL OF WORK

5-1.02 Contract Documents: In the event of a conflict in any of the Contract Documents, the order of precedence from highest to lowest shall be as follows:

1. Special Provisions
2. City Standards
3. City Specifications
4. Standard Specifications
5. Standard Plans;

provided, that in the event of a conflict between any Federal Requirement in Section 10 of these Special Provisions and any other provision in the Contract Documents, the more stringent provision shall control and prevail.

5-1.05 Order of Work: The work as specified in the Invitation for Bids shall be constructed in a sequence that is satisfactory to and approved by the Engineer.

The first order of work will be tree and stump removal in Coffey Park.

Contractor shall prepare a work schedule per Section 8-1.02 of the Standard Specifications.

Full compensation for the conformance to the requirements of this section is included in the Contract price and no additional allowance will be made to Contractor for this work.

5-1.17 Character of Workers: Attention is directed to Section 5-1.17 of the Standard Specifications which states:

“If a worker appears to the Engineer to be incompetent or acts disorderly or improperly, discharge the worker immediately upon request. Do not employ that worker again on the work.”

No additional compensation shall be granted to Contractor in the event City exercises any part of its rights under this section and any and all costs related to such exercise shall be borne by Contractor.

5-1.20 Cooperation with Other Entities: Attention is directed to Section 5-1.20 of the Standard Specifications.

Other construction including but not limited to utility, power, and pipe line relocation, may be in progress by other forces within and adjacent to the project area at the same time work is being performed under this Contract by Contractor. Contractor shall coordinate and cooperate with the forces performing other work, to the end that such forces may conduct their operations with as little inconvenience and delay as possible.

Each contractor or other entity performing work at or near the job or material site is responsible to the other for damage to work, persons, or property and for costs due to unnecessary delays.

5-1.20B(4)(a) Offsite Staging Areas and Construction Yards: Attention is directed to Santa Rosa City Code section 20-52.040, Temporary Use Permit.

A Temporary Use Permit shall be obtained for any offsite construction yard on private property to be used for any of the following:

1. Stockpiling of equipment and/or materials;
2. Staging of construction;
3. Placement of work trailers or mobile offices;

4. Storage of trench spoils; or
5. Other construction related activities not specifically enumerated above.

5-1.26 Construction Surveys: Contractor shall carefully preserve all bench marks, grade stakes, and all other survey markers. In the case of willful or careless destruction, Contractor shall bear the cost of replacing the markers.

Contractor shall contact the Engineer directly for coordination of survey staking. Written staking requests must be submitted at least two working days in advance of the date and time stakes are needed.

5-1.27A Examination and Audit:

Pursuant to California Government Code section 8546.7, any contract with the City involving expenditures in excess of \$10,000 shall be subject to the examination and audit of the California State Auditor for a period of three years after final payment is made to Contractor by City under this Contract. Any such examination and audit will be confined to those matters connected with the performance of this Contract.

5-1.30A Inspection: Contractor shall bear all costs associated with the re-inspection of any defective, rejected or unauthorized work as determined by the Engineer in Engineer's sole discretion. Such costs of re-inspection, including any costs incurred by the City for additional staff time or fees for third-party consultant inspectors, will be deducted from one or more progress payments hereunder.

5-1.36D(a) Property and Facility Preservation: Attention is directed to Section 5-1.36 of the Standard Specifications.

At Contractor's sole expense, all fences, gates, landscaping, drainage ditches, sidewalks, irrigation systems, storm drains and any other facilities that are damaged, removed or destroyed because of Contractor's operations, shall be replaced in accordance with City Standards at a minimum and restored to the same or better condition. Concrete surface treatment and score marks shall match adjacent existing concrete improvements.

5-1.36E Obstructions: Attention is directed to Section 5-1.36 of the Standard Specifications and to the possible existence of underground gas mains, high voltage lines, telephone ducts, storm drains and water and sewers systems, the locations of which are not shown on the Project Plans. The determination of the location of these facilities and the cost of repair or replacement in the event of damage to such facilities are the sole responsibility of Contractor.

Should Contractor alter any public utility or private improvements to facilitate its operations or for its sole benefit, which alteration would not be otherwise required, Contractor shall make whatever arrangements are necessary with the owner or controlling authorities, and shall bear all expenses in connection therewith. Any damages to any public utility or private improvement caused by Contractor shall be repaired by Contractor at its sole expense and to the full satisfaction of the Engineer or the controlling authority.

Any subsurface information and data furnished under any part of this Contract are not intended as a representation or warranty but are furnished for information only. It is expressly understood that the City will not be responsible for the accuracy thereof or for any deduction, interpretation or conclusion drawn therefrom by Contractor. The information is made available so that Contractor may have ready access to the same information available to the City and is not part of this Contract.

PRIOR TO STARTING ANY EXCAVATION, CONTRACTOR SHALL (AT LEAST TWO WORKING DAYS IN ADVANCE) CALL UNDERGROUND SERVICE ALERT (USA) toll free at (800) 227-2600 and provide USA with all necessary data relative to the proposed excavation. USA will accept calls and process information to participating agencies who have underground facilities in the area

between the hours of 7:30 a.m. and 5:00 p.m. daily, except Saturdays, Sundays, and holidays. Between the hours of 5:00 p.m. and 7:30 a.m., calls will be recorded and then processed after 7:30 a.m. For emergency situations, after hours, and on Saturdays, Sundays and holidays, Contractor shall contact the owner of the affected facility.

Contractor shall coordinate all work with the appropriate City field personnel. When City work forces are required at the job site to perform Contract items of work, Contractor shall give a minimum of two working days advanced notification to the appropriate field office:

Water Division:	(707) 543-4200
Sewer Division:	(707) 543-4200
Street Division:	(707) 543-3880
Survey Division:	(707) 543-3834

5-1.43 Potential Claims and Dispute Resolution: "Claim" means a separate demand by Contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following: (A) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by the City under the Contract; (B) Payment by the City of money or damages arising from work done by, or on behalf of, Contractor pursuant to the Contract and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled; or (C) Payment of an amount that is disputed by the City.

Upon receipt of a Claim, the City shall conduct a reasonable review of the Claim and, within a period not to exceed 45 days, shall provide Contractor a written statement identifying what portion of the Claim is disputed and what portion is undisputed, provided, the parties may extend the 45 day time period by mutual agreement.

If the City needs approval from the City Council to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the Claim, and the Council does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a Claim, the City shall have up to three days following the next duly publicly noticed meeting of the City Council after the 45-day period, or extension expires to provide Contractor a written statement identifying the disputed portion and the undisputed portion.

Any payment due on an undisputed portion of the Claim shall be processed and made within 60 days after the City issues its written statement. If the City fails to issue a written statement, the Claim shall be deemed rejected in its entirety.

If Contractor disputes the City's written response, or if the City fails to respond to a Claim within the time prescribed, Contractor may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the City shall conduct a meet and confer conference within 30 days for settlement of the dispute. Within 10 business days following the conclusion of the meet and confer conference, if the Claim or any portion of the Claim remains in dispute, the City shall provide Contractor a written statement identifying the portion of the Claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the Claim shall be processed and made within 60 days after the City issues its written statement. Any disputed portion of the Claim, as identified by Contractor in writing, shall be submitted to nonbinding mediation, with the City and Contractor sharing the associated costs equally. The City and Contractor shall mutually agree to a mediator within 10 business days after the disputed portion of the Claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the Claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator.

6 CONTROL OF MATERIALS

6-2.01G Source of Supply and Quality of Materials: All materials required to complete the work under the Contract shall be furnished by Contractor and shall be free of hazardous substances.

6-2.01H General: Statistical means will not be used by the City for determination of Standard Specification compliance. Whenever both operating range test results and Contract compliance requirements are specified in these special provisions, the operating range requirements shall apply to the individual test results.

6-2.01I Material Submittals: Upon award of the Contract by City, Contractor shall submit to the Engineer a list of all materials proposed to be used on this project and any supporting documentation and/or samples required and source of supply.

For material listed on the "Engineer's List of Approved Items" which is located in the Sewer and Water sections only of the City Standards, the Engineer shall be provided with the name of the manufacturer and model/part number for all material proposed for this project, unless that item has been replaced as shown on the Project Plans or in the Invitation for Bids.

For all other materials used on this project, regardless of the type of work, Contractor shall provide to the Engineer the name of the manufacturer and model/part number along with supporting documentation and/or samples that will allow the Engineer to determine the material's acceptability.

The Engineer reserves the right to reject any proposed material, whether on the City's "Engineer's List of Approved Items" or not. If the City obtains information indicating that a listed item is not performing satisfactorily or is found to be defective, that item will be rejected and Contractor shall submit a replacement for review at no additional cost to the City.

6-3.01B Material Guarantee: Before any contract is awarded, the bidder may be required to furnish samples of materials and detailed descriptions of equipment to be used in the construction of the project. The materials samples may be subjected to the tests provided for in the Standard Specifications or in this Invitation for Bids to determine their quality and fitness for the project. The successful bidder shall unconditionally guarantee project materials and workmanship for a period of one year from the date of recording of the Notice of Completion. The guarantee shall cover 100% of all costs of repairs within the one-year period, including all costs of labor, materials, equipment, and incidentals. Except as may be otherwise provided in Section 3-1.05, the successful bidder shall provide a surety bond executed by a corporate surety authorized and admitted to transact a surety business in the state of California in the minimum amount of one-half of the Contract price to cover this guarantee.

6-2.03D Quality Assurance: California Test 216 (Relative Compaction) testing will be modified as follows: A mechanical compactor (Ploog Engineering Co. Model M 100 or equivalent) with 10-pound hammer and split compaction molds shall be used in lieu of the specified manual compaction equipment.

California Test 231 (Nuclear Gage Determination of In-Place Density) will be modified as follows: In-place density and relative compaction may be determined on the basis of individual test sites in lieu of the area concept, at the discretion of the Engineer.

6-4 Water Utility

6-4.01A Construction Water: All water required for the performance of the work shall be provided by Contractor. Prior to obtaining water from the City's water system, Contractor shall obtain a Water

Use Permit from the City of Santa Rosa Water Department and rent a hydrant or bridge meter. Contractor is responsible for the cost of all water and the cost of all deposits, permits and fees.

Contractor is prohibited from operating gate valves or fire hydrants on the City system.

The acquisition of water from the City's water system through un-metered hydrants or other facilities is a violation of City ordinance and State law. The use of water from sources other than the City's water system must be approved by the Engineer in advance of the use.

Citations and fines will be levied for violation of these and other utility regulations and deductions will be made from payments consistent with Section 7-1.02A (1) of the Standard Specifications.

6-4.01B Water Utility Notification: Contractors or parties requiring work of any kind by the City of Santa Rosa Water Department forces shall request such services a minimum of 48 hours in advance of the time such services are desired. Work requests which will involve the City of Santa Rosa Water Department forces for more than eight hours or an extensive number of City parts shall be requested a minimum of seven calendar days in advance.

If it is necessary to terminate or disrupt utility service to any customer, Contractor shall make the request for such work by City forces an additional 72 hours (three additional working days for a total of five working days advance notice) in advance of the time such services are desired to allow affected customers a minimum of 72 hours' notice. Contractors who fail to keep field appointments will be billed for scheduled City of Santa Rosa Water Department crew standby time which was used and the Contractor shall bear the costs incurred by the City of Santa Rosa's Water Department for re-notification of customers.

City of Santa Rosa Water Department crews work a 9/80 schedule. This schedule may prohibit shutdowns for tie-ins on alternating Fridays. After hours work or weekend work may be performed if prior authorization from the Engineer is obtained.

Other than the hours specified in this Invitation for Bids, requests by Contractor for after hours or weekend work is to be avoided whenever possible. Any overtime costs incurred by City for such work shall be borne by Contractor.

Interruption of utilities service to commercial customers shall be coordinated with the customer to minimize disruption to the enterprise to the greatest extent practicable. After notification by the Contractor of the need, the City of Santa Rosa Water Department will contact all commercial customers and inform Contractor accordingly.

6-4.01C Water Facility Damage: All damage caused to the City's water system shall be immediately reported to the Engineer.

Damage caused to the City's water system by Contractor's operations shall be repaired by the Contractor at Contractor's sole expense in a manner satisfactory to the City of Santa Rosa Water Department. Such repairs shall not be charged to the City or any City project. All repair work shall be witnessed and approved by the City of Santa Rosa Water Department prior to backfilling the excavation. The City will require re-excavation if backfilling occurs prior to inspection, which costs shall be borne by Contractor.

Contractor is responsible for, at its sole cost and expense, the repair and remediation of damage to property and facilities caused by any of the following circumstances:

1. Contractor fails to make a written request for a markout or begins excavation without providing the City of Santa Rosa Water Department a reasonable opportunity to mark facilities;
2. Contractor destroys markouts;
3. Contractor fails to perform hand digging or probing for utilities near markouts; or

4. Contractor fails to use reasonable caution, regardless of whether markouts are present or clear. Reasonable caution includes any efforts to avoid damaging existing facilities, such as when excavating in the vicinity of water mains.

City may, in its discretion, opt to make the repairs for which Contractor is responsible with its own forces. In such cases, the repairs will be made at Contractor's expense in accordance with the emergency repair rate schedule of the City of Santa Rosa Water Department. The City may make repairs whenever restoration of service requires extraordinary speed or special equipment. Contractor will be billed accordingly and City shall have the right and option to withhold payment hereunder, or a portion thereof, for any such costs billed but not promptly paid by Contractor.

6-4.02 Salvage: All valves, hydrants, and other appurtenances of the water system that are the property of City and removed by Contractor shall be delivered to the City's Municipal Services Center (55 Stony Point Road) unless Contractor has obtained specific written approval from the City of Santa Rosa Water Department to otherwise dispose of the materials.

6-4.03 Trade Names and Alternatives: Material and equipment specifications that identify a particular patent, trade name or manufacturer, may be satisfied through substitute materials and equipment accepted by the City. Contractor may offer substitute materials and equipment of equal or better quality to the City. Any such offer shall be made in writing to the Engineer at least four weeks in advance of the time Contractor wishes to order the materials or equipment. Contractor shall include sufficient data which, together with any other information the Engineer may require, will enable the Engineer to determine the acceptability of the materials and equipment. When the substitute materials or equipment necessitate changes to any part of the work, the information shall include drawings and details showing all such changes and Contractor shall perform these changes as a part of any acceptance of substitute materials or equipment. The use of substituted materials and equipment will be permitted only after written acceptance of the materials and equipment by the Engineer. Such acceptance shall not relieve the Contractor from full responsibility for the sufficiency, quality and performance of the substitute materials and equipment.

7 LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

7-1.02A (1) Forfeitures for Health and Safety Violations: Contractor shall comply with all applicable provisions of the Santa Rosa City Code and any failure to do so shall constitute a breach of the Contract. In the event of any violation of the Santa Rosa City Code that may impact public health and safety, including, but not limited to Chapter 17-12, "Storm Water" and Chapter 13-04, "Street Encroachments," City shall have the right to impose a charge against Contractor in an amount equal to \$500.00 per violation per day. Prior to the imposition of any charge hereunder, City shall first provide a written notice to Contractor of the violation and setting forth a reasonable period of time for Contractor to cure the violation(s). In the event Contractor fails to cure any such violation within the time provided, City shall have the right, in addition to all other rights and remedies available to City, to deduct and withhold as a permanent forfeiture by Contractor the appropriate amounts from any payment otherwise due Contractor under this Contract.

7-1.02K (2) Wages: Pursuant to Labor Code sections 1770 *et seq.*, each laborer or mechanic of Contractor or any subcontractor engaged in work on the project under this Contract shall be paid not less than the hourly wage rate of per diem wages set forth in the prevailing wage rate schedule published by the Director of Industrial Relations, regardless of any contractual relationship which may be alleged to exist between Contractor or any subcontractor and such laborers and mechanics. A copy of the schedule of prevailing wage rates can be obtained online at www.dir.ca.gov or from the Department of Transportation and Public Works at 69 Stony Circle, Santa Rosa.

Any laborer or mechanic employed to perform work on the public works project under this Contract, which work is not covered by any of the foregoing classifications, shall be paid not less than the prevailing wage rate of per diem wages specified herein for the classification which most nearly corresponds to the work to be performed by the worker.

The foregoing specified prevailing wage rates are minimum rates only, and Contractor may pay any wage rate in excess of the applicable rate.

Pursuant to Labor Code Section 1775, Contractor as a penalty to the owner shall forfeit not more than \$200.00 for each calendar day, or a portion thereof, for each worker paid less than the prevailing wage rate established by the Department of Industrial Relations for such work or craft in which such worker is employed. The difference between such prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which the worker was paid less than the prevailing wage rate shall be paid to each worker by Contractor.

Contractor shall only provide prevailing wage reports upon written request from City.

7-1.02K (4) Apprentices: Contractor agrees to comply with Chapter 1, Part 7, Division 2, sections 1777.5 *et seq.* of the California Labor Code. These sections require contractors and subcontractors to employ apprentices in apprenticeable occupations in a ratio of not less than one hour of apprentice work for each five hours of journeyman work (unless an exception is granted in accordance with Section 1777.5), and the contractors and subcontractors shall not discriminate among otherwise qualified employees as apprentices solely on the ground of sex, race, religion, creed, national origin, ancestry, or color. Only apprentices as defined in Labor Code section 3077, who are in training under apprenticeship standards and who have written apprentice agreements will be employed on public works in apprenticeable occupations. The responsibility for compliance with these provisions is fixed with the prime contractor for all apprenticeable occupations.

7-1.02K(6)(a)(1) Notice to Vendors: Attention is directed to the current OSHA Standards. All equipment, tools and materials which are furnished and/or installed as part of this Contract shall meet or exceed the aforementioned standards in order to be considered acceptable.

7-1.02K(6)(b) Excavation Safety: When the digging or excavation occurs during project construction, Contractor shall:

1. Promptly notify City in writing of the following conditions before any such conditions are disturbed:
 - a. Material that Contractor believes may be hazardous waste as defined in Health and Safety Code section 25117 that is required to be removed to a Class I, Class II or Class III disposal site in accordance with provisions of existing law;
 - b. Subsurface or latent physical conditions at the site differing from those indicated in the Invitation for Bids; and
 - c. Physical conditions at the site of any unusual nature, materially different from those ordinarily encountered and generally recognized as inherent in the type of work under the Contract.
2. The City will investigate the conditions and will issue a change order under the terms of the Contract if it finds that the conditions warrant it.
3. If a dispute arises between City and Contractor as to whether a change order is warranted, Contractor shall not be excused from any scheduled completion date provided for in the Contract, but shall proceed with all work to be performed under the Contract.

7-1.02K(6)(b)(1) Trench Excavation Safety Plans: When the estimated cost for the excavation of any trench or trenches five feet or more in depth will exceed \$25,000.00, Contractor shall submit to the Engineer in advance of excavation a detailed plan showing the design of shoring, bracing, sloping or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If such plan varies from the shoring system standards established by the construction safety orders, or if the trench is anticipated to be greater than 20 feet, the plan shall be prepared by a registered civil or structural engineer.

A permit to do the above described work shall be obtained from the State of California, Division of Industrial Safety. Proof of such permit shall be submitted to the Engineer prior to starting the trench work.

Full compensation for complying with the provisions of this section shall be considered as included in the Contract price and no additional allowance will be made for the work.

7-1.02K(6)(d) Confined Space Safety: Any confined space entry for this project, including but not limited to manhole or water storage tank entry, will require a confined space entry permit pursuant to Cal/OSHA regulations as set forth in title 8 California Code of Regulations (CCR) sections 5157 or 5158. Confined space entry shall have the meaning ascribed in title 8 CCR sections 5157 and 5158. For any confined space entry for construction operations regulated by title 8 CCR section 1502, Contractor shall comply with title 8 CCR section 5158, "Other Confined Space Operations." For any other confined space operations, Contractor shall comply with title 8 CCR section 5157, "Permit-Required Confined Spaces."

Attention is directed to the technical specifications in the Special Provisions for information regarding entry to any City maintained confined space. Pursuant to title 8 CCR section 5157, Contractor is required to obtain any available information regarding hazards and operations for any City maintained confined spaces. The City maintained Confined Space Entry Manual is available for viewing at the City of Santa Rosa Water Department or Transportation and Public Works Department office at 69 Stony Circle, Santa Rosa.

Contractor shall immediately inform the Engineer of any previously unidentified hazards confronted or created during confined space entry.

7-1.02L (3) Patents and Royalties: All fees, royalties, or claims for any patented invention, article, process or method that may be used upon or in any manner connected with the work under this Contract shall be paid by Contractor. Contractor and its sureties shall protect and hold harmless City and its officers, agents, and employees from any and all demands made for such fees royalties or claims brought or made by any third party, and before the final payment is made on the account of the Contract, Contractor shall, if requested by City, furnish acceptable proof of a proper release from all such claims and liabilities.

Should Contractor, its officers, agents, or employees, or any one of them be enjoined from furnishing or using any invention, article, material, or plans supplied or required to be supplied or used under the Contract, Contractor shall promptly substitute other articles, materials, or appliances in lieu thereof of equal efficiency, quality, finish, suitability, and market value, and satisfactory in all respects to the Engineer. In the event that the Engineer elects, in lieu of such substitution, to have supplied and to retain and use any such invention, article, materials, or plans as may be required to be supplied by the Contract, Contractor shall pay such royalties and secure such valid licenses as may be requisite and necessary for City, its officers, agents, and employees, or any one of them to use such invention, article, materials, or appliance without being disturbed or in any way interfered with by any proceeding in law of equity on account thereof. Should Contractor neglect or refuse to make the substitution promptly or to pay such royalties and secure such licenses as may be necessary, then in that event the Engineer shall have the right to make such substitutions or City may pay such royalties and secure such licenses and charge Contractor even though final payment under the Contract may have been made.

7-1.02M (3) Mined Materials: California Public Contract Code section 20676 prohibits surface mining operators which are subject to the Surface Mining and Reclamation Act of 1975 (SMARA) from selling California mined construction material to the City unless the operator is identified in a list referred as the **3098 List**. The List, which is maintained by the Department of Conservation's Office of Mine Reclamation (OMR), changes throughout the year and can be viewed at the OMR website: http://www.consrv.ca.gov/OMR/ab_3098_list/index.htm. To confirm whether or not a specific operator is on the List at any given time, Contractor shall call the OMR at (916)323-9198.

7-1.03A Maintaining Traffic: Attention is directed to Sections 7-1.04 of the Standard Specifications and to the following modifications thereof.

If construction is within City owned right-of-way, provisions shall be made for the safe passage of public traffic through the work site at all times consistent with the requirements of Santa Rosa City Code Chapter 13-04.

Except for projects to be performed under a minor contract, Contractor shall install and maintain project identification signs at each end of the project or as directed by the Engineer two weeks prior to any construction activity. City shall furnish the appropriate sign panels upon request from Contractor. To mount the sign panels, Contractor shall furnish and install 4" X 4" posts or mount by other appropriate methods as approved by the Engineer. These sign panels shall be returned to the City Corporation Yard at 55 Stony Point Road after completion of the project.

Two weeks prior to any construction activity, advance notice signs for road closures shall be furnished and installed by Contractor at each end of the project and shall remain in place throughout the duration of the subject closure. Details of panel construction and lettering shall be approved by the Engineer.

Contractor shall furnish, install, and maintain at its expense all barricades, signs, lights, and other devices necessary to adequately warn of any obstructions to the traveled and pedestrian way and provide flaggers as necessary for the safety of public traffic and pedestrians and to provide access to property adjacent to the work site and Contractor shall comply with the Americans with Disabilities Act of 1990 (42 U.S.C. 12101, *et seq.*) (ADA) and any regulations and guidelines issued pursuant to the ADA.

Contractor shall comply with the current edition of the California Manual of Uniform Traffic Control Devices (CA MUTCD) for all items related to traffic within the work site.

Rain and other occurrences that may cause the suspension or delay of the work shall in no way relieve Contractor of its responsibility to provide traffic control and public access through the work site as specified herein. At all times, Contractor shall keep at the work site such materials, forces and equipment as may be necessary to keep roads, streets, and driveways within the work site open to traffic and in good repair and shall expedite the passage of such traffic, using such forces and equipment as may be necessary.

Should Contractor fail, in the opinion of the Engineer, to provide all the materials, forces and equipment necessary to maintain traffic through the work site as set forth herein, City may take steps necessary to remedy any such failure, including but not limited to causing such work to be performed and/or suspending any further work under the Contract. Any such remedial cost and expense incurred by the City, plus an administrative charge of 15%, shall be immediately due and payable by Contractor and may be deducted from any amounts owed to Contractor hereunder. In the event there are insufficient sums owed to Contractor hereunder to cover the foregoing costs and charges, City shall have the right to pursue any other remedy to recover the same, including but not limited to, proceeding against any surety or bond in favor of City. City's rights under Section 7-1.02 are intended to be in addition to and not in lieu of any charges imposed by City against Contractor under Section 7-1.02A (1) above for violations of the Santa Rosa City Code.

Contractor shall be responsible for informing emergency response agencies operating within the area of the work of obstructions to either public or private roads caused by reason of Contractor's operations hereunder.

Contractor shall make provisions for the safe passage of pedestrians around the project work site at all times.

8 PROSECUTION AND PROGRESS

8-1.01A Assignments: Once awarded, this Contract shall not be transferred, assigned, or sub-contracted, except as herein expressly provided without the prior written consent of the City in the City's sole and absolute discretion. See Section 5-1.12 of the Standard Specifications.

8-1.04B Standard Start: Contractor shall begin work within ten calendar days after the date authorized in the Notice to Proceed and shall diligently prosecute the Contract to completion before the expiration of:

40 WORKING DAYS

8-1.05 Time of Completion: Working days will be counted beginning with the day the Contractor begins work or with the tenth day after the date authorized in the Notice to Proceed, whichever occurs first.

Unless otherwise directed by Engineer, Contractor shall not conduct any activities that generate noise earlier than 8:00 a.m. or later than 4:00 p.m.

8-1.10 Liquidated Damages: Contractor hereby agrees that Contractor shall pay to the City liquidated damages for each and every calendar day delay over and above the number of working days prescribed above for finishing the work in the amount shown in Section 8-1.10 of the Standard Specifications.

8-1.13 Contractor's Control Termination: Attention is directed to Section 8-1.13 of the Standard Specifications. City may terminate Contractor's control of the work for failure to include the Federal Requirements in Contractor's subcontracts.

8-1.14. Contract Termination: Attention is directed to Section 8-1.14 of the Standard Specifications.

9 MEASUREMENT AND PAYMENT

9-1.04 Force Account Work: All work done on a force account basis shall be recorded daily on report sheets prepared by Contractor and signed by both the Engineer and Contractor. Such reports shall thereafter be considered the true record of force account work performed during the project. Such reports shall be furnished to the Engineer and a copy retained by Contractor.

All extensions of labor, equipment, and material costs shall be completed by Contractor and submitted to the Engineer within 30 days of the completion of the extra work. Completed and extended extra work reports received later than the times herein prescribed may be deemed invalid and rejected without payment at the discretion of the Engineer.

9-1.07 Payment Adjustments for Price Index Fluctuations: Any references to Opt Out of Payment Adjustments for Price Index Fluctuations in the Standard Specifications are deleted in their entirety.

9-1.16 Progress Payments: Once each month for progress pay purposes, the City will prepare a written estimate of the total amount of completed work and accepted materials purchased by Contractor but not installed. The City shall retain five percent of such estimated value of the completed work and the unused materials and pay Contractor the balance after deducting all previous payments and all sums to be retained under the provisions of the Contract. No such estimate or payment shall be required to be made when, in the judgment of the Engineer, the work is not proceeding in accordance with the provisions of the Contract or when, in the Engineer's judgment, the total value of the completed work since the last estimate is less than \$500.00. No such estimate or payment shall be construed to be an acceptance of any defective work or improper materials.

After Contract acceptance, the Engineer will prepare a written proposed final estimate of the proposed final quantities of work completed under the Contract and the value of such work and will submit such estimate to Contractor. The City shall retain five percent of such estimated value of the work done and shall pay to Contractor the balance after deducting all amounts to be retained under the provisions of the Contract.

The City may, at its option and at any time, retain out of any amounts due Contractor sums sufficient to cover any unpaid claims of City or others, provided that sworn statements of all non-City claims shall have been filed with the Director of Finance.

9-1.16E(6) Substitution of Securities for Withheld Amounts: Pursuant to Public Contract Code section 22300, securities may be substituted for any moneys withheld by City to ensure performance under this Contract, provided that substitution of securities provisions shall not be required in contracts in which there will be financing provided by the Farmer's Home Administration of the United States Department of Agriculture pursuant to the Consolidated Farm and Rural Development Act (7 USC sections 1921 *et seq.*), and where federal regulations or policies or both do not allow the substitution of securities. At the request and expense of Contractor, securities equivalent to the amount withheld shall be deposited with the City, or with a state or federally chartered bank as the escrow agent, which shall then pay such moneys to Contractor. The Director of Finance is authorized to execute substitution of securities agreements on behalf of the City. The City will return the securities to Contractor upon satisfactory completion of the Contract as determined by City in its sole discretion and the resolution of all outstanding claims against the securities. Contractor shall be the beneficial owner of any securities substituted for moneys withheld and shall receive any interest thereon.

Securities eligible for investment under this section shall include those listed in Government Code section 16430, bank or savings and loan certificates of deposit, interest bearing demand deposit accounts, standby letters of credit or any other security mutually agreed to by Contractor and the

City, provided that the substituted security is equal to or not less than five percent of the Contract amount.

Security substitutions must be submitted by Contractor and approved by City prior to the time of the first progress payment to be made under the Contract. No other method of substituting securities for retention will be accepted. The security substitution shall be done only upon execution of an agreement satisfactory to City which includes the following provisions:

- a. The amount of securities to be deposited;
- b. The terms and conditions of conversion to cash in case of the default of Contractor;
and
- c. The procedure for return of securities upon completion of the Contract.

9-1.17D Final Payment and Claims: The processing of payment of the final estimate shall not be commenced less than 35 days after the date of recording of the Notice of Completion with the County Recorder's Office. Contractor is advised that it takes approximately ten days for a check to be issued following a request for payment.

Contractor shall submit its written statement of all claims for additional compensation under the Contract to the Engineer within 15 days after submission to Contractor of the proposed final estimate.

If Contractor does not file a claim within the 15-day period, or upon Contractor's approval, the Engineer will issue a final written estimate and the City shall pay to Contractor the entire sum due after deducting all previous payments, if any, and all amounts to be retained under the provisions of the Contract.

If Contractor files a claim within the 15-day period, the Engineer will furnish a semi-final estimate and pay the amount due under the semi-final estimate within 30 days. The semi-final estimate is conclusive as to the amount payable except as may be affected by claims and any amount retained. The Engineer shall then consider and investigate such claim, and shall make such revision in the final quantities as the Engineer may find to be due, and shall then make and issue a final written estimate. The City will pay the amount due, after deducting all previous payments, if any, and amounts to be retained under the provisions of the Contract.

Any and all prior partial estimates and payments shall be subject to correction in the final estimate and payment.

The final estimate shall be conclusive and binding against both parties to the Contract on all questions relating to the performance of the Contract and the amount of work done thereunder and compensation therefor, except in the case of gross error.

9-1.17D (3) Final Determination of Claims: Claims filed by Contractor shall be in sufficient detail to enable the Engineer to determine the basis and amount of the Claims. Contractor shall also furnish reasonable documentation to the City to support Claims. If additional information is required by the Engineer, Contractor shall provide such information to the Engineer no later than the 15th day after receipt of the written request from the Engineer. If the 15th day falls on a weekend, holiday, or day City offices are closed, then the information shall be provided to the Engineer no later than close of the next business day. Failure to submit the requested information to the Engineer within the time specified will be sufficient cause for denying the Claim.

Contractor shall keep full and complete records of the costs and additional time incurred for any work for which a claim for additional compensation is made. The Engineer or any designated Claim investigator or auditor shall have access to those records and any other records as may be reasonably required by the Engineer to determine the facts or contentions in each Claim. Failure to grant access to such records shall be sufficient cause for denying the Claims.

9-1.22 Arbitration: Any references to Arbitration in the Standard Specifications are deleted in their entirety.

Claims submitted by Contractor shall be accompanied by a notarized certificate containing the following language:

Under the penalty of law for perjury or falsification and with specific reference to the California False Claims Act, Government Code sections 12650 *et seq.*, and the United States False Claims Act, title 31, United States Code sections 3729 *et seq.*, the undersigned,

_____,
(Name)

_____ of
(Title)

(Contractor)

hereby certifies that the claim for additional compensation made herein is supported by a true statement of the actual costs incurred and time expended on this project, and is fully documented by records maintained by Contractor.

Dated _____

/s/ _____

Subscribed and sworn before me this _____ day of

Notary Public

My Commission Expires _____

Failure to submit the notarized certificate will be sufficient cause for denying the claim.

Any claim for overhead expenses, in addition to being certified as stated above, shall be supported by an audit report of an independent Certified Public Accountant. Any such overhead claim shall also be subject to audit by the City at its discretion.

Any costs or expenses incurred by the City in reviewing or auditing any claims that are not supported by Contractor's cost accounting or other records shall be deemed to be damages incurred by the City within the meaning of the California False Claims Act and the United States False Claims Act.

10 FEDERAL REQUIREMENTS

A. Definitions

1. Government means the United States of America and any executive department or agency thereof.
2. FEMA means the Federal Emergency Management Agency.
3. Third Party Subcontract means a subcontract at any tier entered into by Contractor or subcontractor, financed in whole or in part with Federal assistance originally derived from the Federal Emergency Management Agency.

B. Federal Changes

1. Contractor shall at all times comply with all applicable regulations, policies, procedures, and FEMA Directives as they may be amended or promulgated from time to time during the term of this Contract, included but not limited to the requirements of 2 C.F.R. §§ 200.317 through 200.326 and more fully set forth in Appendix II to Part 200 – Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, which is included herein by this reference. Contractor's failure to so comply shall constitute a material breach of this Contract.
2. Contractor agrees to include the above clause in each third-party subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

C. Compliance with the Contract Work Hours and Safety Standards Act.

Pursuant to section 3701 of title 40 of the United States Code, this Section C shall apply to Contractor in the event the amount payable under this Contract exceeds \$100,000 and may involve the employment of mechanics or laborers.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
3. Withholding for unpaid wages and liquidated damages. City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by Contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be

determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

4. Subcontracts. Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

D. Clean Air Act and Federal Water Pollution Control Act

This Section D shall apply in the event the amount payable under this Contract exceeds \$150,000.

Clean Air Act

1. Contractor agrees to comply with all applicable standards, orders and regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 *et seq.*
2. Contractor agrees to report each violation to City and understands and agrees that City will, in turn, report each violation as required to assure notification to the State of California, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

1. Contractor agrees to comply with all applicable standards, orders and regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251 *et seq.*
2. Contractor agrees to report each violation to City and understands and agrees that City will, in turn, report each violation as required to assure notification to the State of California, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

E. Suspension and Debarment

1. This Contract is a covered transaction for purposes of title 2 Code of Federal Regulations parts 180 and 3000. As such, Contractor is required to verify that none of Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
2. Contractor represents and warrants that it is not debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549 "Debarment and Suspension." Contractor agrees that neither Contractor nor any of its third-party subcontractors shall enter into any third-party subcontracts for any of the work under this Contract with a third-party subcontractor that is debarred, suspended, or otherwise excluded for or ineligible for participation in Federal assistance programs under executive Order 12549.
3. Contractor must comply with title 2 Code of Federal Regulations, part 180, subpart C and title

2 Code of Federal Regulations, part 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

4. This certification is a material representation of fact relied upon by City. If it is later determined that Contractor did not comply with title 2 Code of Federal Regulations, part 180, subpart C or title 2 Code of Federal Regulations, part 3000, subpart C, in addition to remedies available to the State of California and the City of Santa Rosa, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

F. Procurement of Recovered Materials

1. In the performance of this Contract, Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—
 - a. Competitively within a timeframe providing for compliance with the Contract performance schedule;
 - b. Meeting Contract performance requirements; or
 - c. At a reasonable price.
2. Information about this requirement, along with the list of EPA- designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

G. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by section 1352 of title 31 of the United States Code. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

H. MBE/WBE Requirements

1. Contractor shall take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible through the "Good Faith Effort" process in 2 C.F.R. § 200.321. Contractor shall document and report its Good Faith Effort processes. Contractor shall also ensure that all of its subcontractors take the affirmative steps required under 2 C.F.R. § 200.321. Affirmative steps shall include:
 - a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
 - d. Establishing delivery schedules, where the requirement permits, which encourage

- participation by small and minority businesses, and women's business enterprises;
- e. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- f. Requiring all subcontractors to take the affirmative steps listed in paragraphs (a) through (e) above.

I. MISCELLANEOUS PROVISIONS

1. DHS Seal. Contractor shall not use the Department of Homeland Security ("DHS") seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval.
2. FEMA Assistance. Contractor acknowledges that FEMA financial assistance will be used to fund this Contract only. Contractor shall comply will all applicable federal laws, regulations, executive orders, FEMA policies, procedures, and directives.
3. Federal Government Not Party. The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to City, Contractor, or any other party pertaining to any matter resulting from this Contract.
4. False Claims. Contractor acknowledges that Title 31 United States Code Chapter 38 (Administrative Remedies for False Claims and Statements) applies to Contractor's actions pertaining to this Contract.

J. Equal Employment Opportunity

During the performance of this Contract, Contractor agrees as follows:

1. Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. 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, or national origin. 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 forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
3. Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the

administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

6. In the event of Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
7. Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, Contractor may request the United States to enter into such litigation to protect the interests of the United States.

K. Records.

1. Contractor shall retain any and all records necessary to document the charges under this Contract and make such records available for inspection for a period of not less than four (4) years.
2. Contractor shall keep and maintain full and complete documentation and accounting records concerning all extra or special services performed by it that are compensable by other than an hourly or flat rate.
3. Contractor shall maintain the records and any and all other records pertinent to this Contract for a period of four (4) years after completion of all services hereunder.
4. Contractor agrees to provide City, the State of California, the Federal Emergency Management Agency ("FEMA") Administrator, the Comptroller General of the United States, and any or all of their authorized representatives, access to any books, documents, papers, and records of Contractor which are pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions.
5. Contractor agrees to permit all or any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
6. Contractor agrees to provide the FEMA Administrator or his authorized representatives access to work sites pertaining to the services being performed under this Contract.

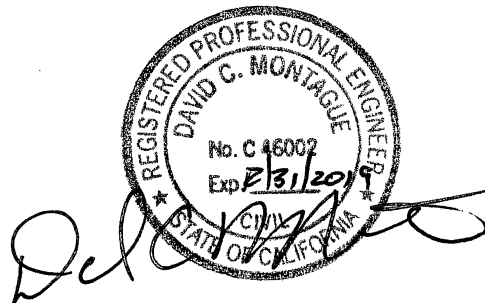


TECHNICAL SPECIFICATIONS

FOR

REMOVAL OF FIRE-DAMAGED HAZARDOUS TREES

CONTRACT NO. C02260



2019

12 TEMPORARY TRAFFIC CONTROL

12-1 General

12-1.01 General: Construction area traffic control devices shall be installed and maintained in accordance with the applicable sections of these Special Provisions, the Standard Specifications, the current Edition of the California Manual on Uniform Traffic Control Devices (CA MUTCD), the Americans with Disabilities Act (ADA).

12-1.03 Flagging Costs: The first paragraph of Section 12-1.03, "Flagging Costs" is amended to read:

The cost of furnishing all flaggers, including transporting flaggers, to provide for passage of public traffic through the work under the provisions in Section 7-1.03, "Public Convenience", and Section 7-1.04, "Public Safety", shall be considered as included in the contract lump sum price paid for traffic control and no additional allowance will be made therefor.

12-3 Traffic-Handling Equipment and Devices

12-3.01 General: Prior to commencing construction which will affect existing vehicular and pedestrian traffic, the Contractor shall submit for review by the Engineer, Traffic Control Plans on 11" x 17" sheets of paper which contains only information specifically related to work zone vehicular and pedestrian traffic control. If the Contractor proposes to use the current edition of the CA MUTCD published by Caltrans in lieu of a traffic control plan, in specific work operations, they shall submit in writing for consideration which Typical Application Diagram will be used and how it will be applied for each work operation. Traffic Control Plans or proposals shall be submitted for review at least two weeks prior to implementation.

Traffic Control Plans shall contain a title block which contains the Contractor's name, address, phone number, project superintendent's name, contract name, dates and hours traffic control will be in effect, and a space for review acknowledgment.

The content of the Traffic Control Plan shall include, but is not limited to, the following:

1. Show location and limits of the work zone.
2. Give dimensions of lanes affected by traffic control that will be open to traffic.
3. Indicate signing, cone placement, and other methods of delineation and reference to appropriate City or Caltrans Standards.
4. Dimension location of signs and cone tapers.
5. Identify side streets and driveways affected by construction and show how they will be handled.
6. Show how pedestrian traffic will be handled through the construction site. Pedestrian pathways through the work zone shall be in compliance with the requirements of ADA during and after work hours.
7. Identify message board locations. A minimum of 3 changeable message boards shall be required. Location to be determined by Engineer.
8. Demonstrate how two-way traffic will be maintained.

No work except for installation of project identification signs will be allowed to commence prior to approval of the Work Zone Traffic Control Plans.

12-4 Maintaining Traffic

12-4.01 Maintaining Traffic:

1. The full width of the traveled way shall be open for use by public traffic on Saturday, Sundays and designated legal holiday(s), after 4:00 p.m. on Fridays and the day preceding designated legal holidays, and when construction operations are not actively in progress; unless work has specifically been authorized by the Engineer.
2. The location of traffic control signing, barricades, and other facilities shall be monitored frequently (four to five times per day) by the Contractor to verify their proper location. All traffic signal and other traffic control devices shall be maintained at all times.
3. The Contractor shall conduct operations so as to cause the minimum obstruction and inconvenience to traffic and to places of business, multiple dwelling units and residences adjacent to the work.
4. When construction activities will prevent vehicle access to individual driveways the Contractor shall notify and receive permission from the affected businesses and residents.
Full access shall be provided to all driveways during non-working hours.

12-4.01A Construction Traffic: The Contractor shall submit a trucking route along with the traffic controls plans for approval by the Engineer. The route must minimize traffic on residential streets that are not part of the project.

12-4.02 Closure Requirements: Attention is directed to Section 7-1.03, "Public Convenience", to Section 5-1.05, "Order of Work," of the General Provisions.

Lane closures will be permitted between the hours of 8:30 a.m. and 4:00 p.m. only. Only one lane at a time may be closed and no lanes shall be closed at any other hours unless specifically approved by the Engineer. The Contractor shall maintain vehicle access to homes and other properties at all times while work is in progress.

The Contractor shall not park construction vehicles, contractor employee vehicles, stage materials or stockpiles in front of any business or residential driveway access. Construction vehicles shall not be left running for any length of time if parked in front of a business or residential unit.

The Contractor shall keep the City of Santa Rosa Fire Department informed regarding the closure of any traveled way. At a minimum, the Contractor shall call the Fire Department at 543-3535 **and** the Communications Center at 543-3666 **daily** to report any traveled way closure. This means immediately upon closure for that day and again immediately after removal of the closure. For closures over multiple days, the daily notification still applies. This requirement does not apply for single lane closures on multiple lane streets.

Where necessary, and only after receiving written approval from the Engineer, the Contractor may temporarily suspend curb side parking in their immediate work zone. Notification to businesses and residents shall be hand delivered at least 72 hours prior to construction in the affected areas.

Notification shall be as follows:

1. A notice placed on the front door of each home or business where curb side parking will be suspended and attempt made to notify each business or resident verbally that work will be underway within the block and that curb side parking will be suspended during stated working hours and request that vehicles be parked out of the roadway by 8:00 a.m. Service of notice shall not bar use of cars within the block, as individual plans change and emergencies arise.

2. Type 1 barricades every 50 feet adjacent to the curb where parking will be suspended with a notice posted on the barricade stating specific dates and times that curb side parking will be temporarily suspended. If work will not take place in the posted area, then Contractor shall remove "No Parking" notices.

Cross streets will require maintenance of at least one-half (1/2) width of each street for traffic purposes, unless a parallel route is approved by the Engineer. Flagging will only be allowed between the hours of 8:30 am and 4:00 pm.

Barricades and flaggers shall be positioned to allow safe turns at intersections and curves.

12-7 Temporary Pedestrian Walkways

12-7.01 Pedestrian Traffic Control: The Contractor is directed to Chapter 6D, Pedestrian and Worker Safety, in the CA MUTCD.

The Contractor shall construct and maintain temporary pedestrian pathways through the work zone, where required, that shall be in compliance with the requirements of the Americans with Disabilities Act (ADA), and the CA MUTCD.

Pedestrian routes shall not be impacted for the purposes of any non-construction activities such as parking of vehicles or equipment, or stock piling of materials. Pedestrians shall not be led into conflicts with work site vehicles, equipment or operations.

Pedestrian routes shall be open and accessible at the end of the work day unless an alternate ADA compliant route has been approved by the Engineer.

12-9 Measurement and Payment

12-9.01 Payment: **Traffic Control** shall be paid for at the contract **lump sum** price, which price shall include full compensation for furnishing all labor, materials, tools and equipment, and doing all work involved in **vehicular and pedestrian** traffic control, including but not limited to, providing, placing, maintaining, and removal of temporary paths and/or ramps, temporary relocation of regulatory signs, changeable message boards, project and public notification signs, flagging, complying with CA MUTCD Standards for Pedestrian Safety, coordination efforts and any other items necessary for vehicle and pedestrian traffic control not specifically enumerated in the plans or these specifications, and no additional allowance will be made therefor.

13 WATER POLLUTION CONTROL

13-1 General

13-1.01A: Water Pollution Control shall be performed in accordance with Section 13, Water Pollution Control, of the Standard Specifications and these technical specifications. In addition, construction activities shall comply with:

The current California Water Quality Control Board, North Coast Region Order No. National Pollutant Discharge Elimination System Municipal Storm Water Permit, commonly referred to as the "Storm Water Permit". A copy of the Storm Water Permit is available for review at the City of Santa Rosa Transportation and Public Works Department, 69 Stony Circle, Santa Rosa, CA, and at www.srcity.org/stormwaterpermit.

The California Stormwater Quality Association Storm Water BMP Handbook for Construction (CASQA Handbook). BMPs shall be selected, installed and maintained in accordance with the latest edition. A copy of the handbook can be viewed at the City of Santa Rosa Department of Transportation and Public Works office at 69 Stony Circle or downloaded from CASQA, <http://www.casqa.org/>.

In this technical specification the CASQA Handbook BMP numbers are appended to the associated Standard Specification sections. If a conflict occurs the CASQA Handbook BMP's shall govern.

13-2 Water Pollution Control Program

13-2.01B Submittals: The program to control water pollution required to be submitted under this section of the Standard Specifications shall include a spill contingency plan that establishes clean-up procedures that will be followed in the event of a spill of potentially hazardous, toxic, or polluting materials.

13-2.04 Payment: The City Pays you to prepare **Water Pollution Control Program** as the **lump sum** price for **Water Pollution Control** and as follows:

13-3 Storm Water Pollution Prevention Plan

13-3.01A Summary: This project is exempt from the State Water Resources Control Board General NPDES Permit for the Discharge of Storm Water related to Construction Activities (Construction General Permit), and not required to have a Storm Water Pollution Prevention Plan (SWPPP), therefore Section 13-3, Storm Water Pollution Prevention Plan, of the Standard Specifications does not apply to this project.

13-4 Job Site Management

13-4.03B: Spill Prevention and Control/CASQA Spill Prevention and Control (BMP WM-4): If a spill occurs at the construction site and the contractor does not take immediate and adequate steps to contain and clean up the spill, especially if rain is threatening or if a discharge to a storm drain or creek could occur, the City shall have the right, in its sole and absolute discretion, to clean up the spill using City forces or an independent contractor. The cost of any such cleanup, in addition to recovery of any penalty or fine imposed upon the City, plus an administrative charge

of fifteen percent (15%) of the costs incurred by the City, shall be deducted from any amounts owed to Contractor hereunder.

In the event there are insufficient amounts owed to Contractor hereunder to cover the foregoing costs and charges, the City shall have the right to pursue any other remedy to recover same, including, but not limited to, proceeding against any surety or bond in favor of the City. The City's rights under this section are intended to be in addition to and not in lieu of any imposed by the City against Contractor for violations of City Code Chapter 17-12, "Storm Water".

13-4.03C(2): Material Storage/CASQA Material Delivery and Storage (BMP WM-1)

13-4.03C(3): Stockpile Management/CASQA Stockpile Management (BMP WM-3): Do not block storm water flows.

13-4.03D(1): Waste Management/CASQA Solid Waste Management (BMP WM-5): The Contractor shall dispose of all trash, rubbish, and waste materials of any kind generated by the contractor, subcontractor, or any company hired by the Contractor on a daily basis.

13-4.03D(4): Sanitary and Septic Waste/CASQA Sanitary and Septic Waste Management (BMP WM-9): Sanitation facilities must be maintained periodically by a licensed service to keep them in good working order and prevent overflows. Portable toilets are required to have secondary containment.

13-4.03E(1): Water Control and Conservation/CASQA Water Conservation Practices (BMP NS-1 and NS-2)

13-4.03E(3): Vehicle and Equipment Cleaning/CASQA Vehicle and Equipment Cleaning (BMP NS-8)

13-4.03E(4): Vehicle and Equipment Fueling and Maintenance/CASQA Vehicle and Equipment Fueling (BMP NS-9), and CASQA Vehicle and Equipment Maintenance (BMP NS-10)

13-4.03F: Sweeping/CASQA Street Sweeping and Vacuuming (BMP SE-7)

13-4.04 Payment: Job Site Management shall be paid for at the contract **lump sum** price for **Water Pollution Control**.

13-6 Temporary Sediment Control

13-6.03C: Temporary Drainage Inlet Protection/CASQA Storm Drain Inlet Protection (BMP SE-10)

13-6.04: Payment: Temporary Sediment Control shall be paid for at the contract **lump sum** price for **Water Pollution Control**. The contractor pays all maintenance costs.

13-7 Temporary Tracking Control

13-7.01A: Temporary Tracking Control/Stabilized Construction Entrance and Exit (BMP TC-1), Entrance Outlet Tire Wash (BMP TC-3)

13-7.03 Construction/CASQA Stabilized Construction Site Entrance / Exit (BMP TC-1)

13-7.04 Payment: **Temporary Tracking Control** shall be paid for at the **lump sum** price for **Water Pollution Control**. The contractor pays all maintenance costs.

13-10 Temporary Linear Sediment Barrier

13-10 Temporary/CASQA Silt Fence and Sand Bag Barrier (BMP SE-1 and SE-8)

13-10.04 Payment: **Temporary Linear Sediment Barriers** shall be paid for at the **lump sum** price for **Water Pollution Control**. The contractor pays all maintenance costs.

[Revised: 12/15/16 CDA STD2010]

14 ENVIRONMENTAL STEWARDSHIP

14-9.03 Dust Control

14-9.03A General: Sweeping per section 14-9.03C shall also be performed to prevent and alleviate dust.

Sweeping to control dust caused by public traffic is not change order work.

14-9.03C Construction: At the end of each work day the Contractor shall thoroughly sweep all streets in the work zone to minimize airborne dust.

14-9.03D Payment: Full compensation for conforming to this section shall be considered as included in the prices paid for the various contract items of work and no additional compensation will be allowed.

14-10.01 General: All other excess materials from the project shall become your property and shall be disposed at your expense.

14-10.02A(1) Submittals: Submit a Solid Waste Disposal and Recycling Report prior to contract acceptance. Show the types and amounts of project-generated solid waste taken to or diverted from landfills or reused on the project.

14-10.02D Payment: Full compensation for material recycling as specified herein shall be considered as included in the contract prices paid for various items of work, and no additional compensation will be allowed therefor.

111 FIRE RELATED TREE SURGERY

111-1.01 General: Fire Related Tree Surgery involves the removal of fire damaged hazardous trees within the Tubbs Fire Burn area. Trees to be removed have been inventoried and evaluated by American Tree Medics, Inc., of Modesto, Ca. A copy of its report, titled "Certified Arborists Report" dated February 25, 2019 is available for review at Transportation and Public Works, 69 Stony Circle, Santa Rosa, CA, with a digital copy included with the invitation for bids on Planet Bids. The lists and maps of trees to be removed has been copied from the report and included in this special provision as attachment A. Individual trees have been assigned Tree ID Numbers and located by latitude and longitude in decimal form to a level of precision that enables field personal to use mobile GPS devices to locate and track activities for individual trees. Your field crews are expected to have and to use mobile GPS devices to locate individual trees with reference to the Tree ID numbers.

You will follow the order of work specified in Section 5-1.05 of the General Provisions.

Geographically the project is divided by into two distinct areas known as Coffey Park (west of Highway 101) and Fountaingrove (east of Highway 101). The entire area is undergoing recovery and rebuild following the Tubbs Fire. You will coordinate with other contractors working to rebuild homes and infrastructure in these areas, per Section 5-1.20 of the General Provisions.

If a tree that is shown to be removed has already been removed by others, then work at that location becomes stump removal only.

All debris from tree and stump removal shall become your property and shall be disposed of at a site away from the work area.

Although shown in the American Tree Medics report trees within the 5 acre Coffey Neighborhood Park are not included in this project.

Where there is a conflict between the information is tables and maps the tables govern.

111-1.02 Method of Measurement: The size of trees and stumps requiring work under the terms of this contract have been determined by American Tree Medics. Payment will be according to American Tree Medics predetermined diameter.

Trees and associated stumps will be grouped for payment as follows:

6"-12" Diameter = Small
13"-24" Diameter = Medium
Over 24" Diameter = Large

The size of a stump removal will be the same as the original tree size shown in American Tree Medics report.

For any stump that remains from a tree that is shown to be removed, but has already been removed by others, the stump size will be determined from the original tree size shown in American Tree Medics report.

111-1.03 Tree and Stump Removal: The trees to be removed will be marked in a manner that clearly differentiates them from trees to remain. The method of marking will be by mutual agreement between you and the Engineer.

Stumps and roots shall be removed to a full 16-inch below ground. The size of a stump to be removed will be the same as the tree.

All precautions shall be taken to ensure the protection of existing adjacent public or private property.

Stump grindings will be removed and disposed of by you and resulting void shall be backfilled and compacted with approved top soil.

111-1.06 Payment: **Hazardous Tree Removal Small, Medium and Large** shall be paid for at the contract unit price **each**, which price shall include full compensation for furnishing all labor, materials, tools, equipment, and for doing all the work involved in removing trees including felling the trees, and disposal of tree removal debris, as specified herein, and no additional allowance will be made therefor.

Stump Grinding Small, Medium and Large shall be paid for at the contract unit price **each**, which price shall include full compensation for furnishing all labor, materials, tools, equipment, and doing all the work involved in stump and root removal to a depth of 16 inches below top of curb or finish grade, backfilling the stump hole and root holes with approved compacted material including removing roots to the specified depths, backfilling the stump hole and root holes with approved compacted top soil material, repair of any damage to existing adjacent public or private property caused by the stump removal operation, and disposal of stump removal debris, as specified herein, and no additional allowance will be made therefor.

Payment details in this section do not change the payment scope per Section 9-1.03 Payment Scope of the Standard Specifications.

ATTACHMENT A

Table 1: Coffey Park Street Tree Removal List (349 total count)

REF No.	TREE ID #	SPECIES	DBH (IN)	HEIGHT (FT)	LATITUDE	LONGITUDE
1	1290	MAGNOLIA	6	15	38.47288757	-122.7493583
2	558	PISTACHE	6	15	38.47882395	-122.7544624
3	612	PISTACHE	6	15	38.47686931	-122.7526935
4	912	PISTACHE	6	15	38.47933402	-122.7514954
5	973	PISTACHE	6	15	38.47190818	-122.7499038
6	1045	PISTACHE	6	15	38.47544593	-122.7511423
7	1743	PISTACHE	6	15	38.47532976	-122.7297866
8	808	PLUM	6	15	38.47645684	-122.7503026
9	1193	MAPLE	6	16	38.47299365	-122.749409
10	1232	MAPLE	6	16	38.47448965	-122.7535198
11	1237	MAPLE	6	16	38.47463055	-122.7526759
12	755	PISTACHE	6	16	38.48064488	-122.7523487
13	839	PISTACHE	6	16	38.48080955	-122.7513906
14	851	PISTACHE	6	16	38.48066266	-122.7515178
15	1019	PISTACHE	6	16	38.47545738	-122.7520899
16	929	RAYWOOD ASH	6	16	38.47847008	-122.7508923
17	587	CREPE MYRTLE	6	17	38.47822812	-122.7531534
18	1178	CREPE MYRTLE	6	17	38.47391652	-122.7475012
19	1288	MAGNOLIA	6	17	38.47287032	-122.7493559
20	944	PISTACHE	6	17	38.47813385	-122.7534025
21	1013	PISTACHE	6	17	38.47494878	-122.7520704
22	311	UNKNOWN	6	17	38.47817647	-122.7462904
23	652	CREPE MYRTLE	6	18	38.4782369	-122.7532391
24	1187	CREPE MYRTLE	6	18	38.47328228	-122.7492663
25	865	MAPLE	6	18	38.48193657	-122.7501895
26	1226	MAPLE	6	18	38.47437327	-122.754759
27	610	PISTACHE	6	18	38.4768554	-122.7526314
28	646	PISTACHE	6	18	38.47628253	-122.7511304
29	650	PISTACHE	6	18	38.47607898	-122.7511315
30	758	PISTACHE	6	18	38.48065042	-122.7522882
31	788	PISTACHE	6	18	38.47489508	-122.75205
32	1042	PISTACHE	6	18	38.47562943	-122.7534109
33	1046	PISTACHE	6	18	38.47552397	-122.7533321
34	1174	PISTACHE	6	18	38.47365058	-122.7473611
35	1182	PLUM	6	18	38.47410198	-122.7475696
36	1185	PLUM	6	18	38.47421463	-122.74763
37	356	UNKNOWN	6	18	38.47728275	-122.7445585
38	380	UNKNOWN	6	18	38.4767202	-122.743977
39	1218	MAPLE	6	20	38.47393667	-122.7551671
40	495	PEAR	6	20	38.48038015	-122.7466302
41	387	PISTACHE	6	20	38.47629376	-122.7446937
42	309	UNKNOWN	6	20	38.47817735	-122.7463614
43	829	OAK	6	22	38.48107348	-122.7527139
44	798	MAPLE	6	25	38.47578473	-122.7526964
45	832	OAK	6	25	38.48106035	-122.7527092
46	1027	SYCAMORE	6	30	38.47583922	-122.7540406
47	937	MAPLE	7	15	38.47817932	-122.7505244
48	574	PISTACHE	7	15	38.47917609	-122.7551522

Table 1: Coffey Park Street Tree Removal List (349 total count)

REF No.	TREE ID #	SPECIES	DBH (IN)	HEIGHT (FT)	LATITUDE	LONGITUDE
49	1298	UNKNOWN	7	15	38.47138242	-122.7484779
50	1154	CREPE MYRTLE	7	16	38.47446937	-122.7519962
51	624	PISTACHE	7	16	38.47673669	-122.7534885
52	1020	PISTACHE	7	16	38.47536542	-122.7520687
53	168	CREPE MYRTLE	7	17	38.47930742	-122.7439088
54	676	PISTACHE	7	17	38.48066996	-122.7487596
55	1150	CREPE MYRTLE	7	18	38.47446438	-122.7519616
56	187	PISTACHE	7	18	38.47877629	-122.7542652
57	532	PISTACHE	7	18	38.48009819	-122.7446998
58	1141	PISTACHE	7	18	38.47445802	-122.7506122
59	1114	MAGNOLIA	7	20	38.47580196	-122.7476477
60	404	MAPLE	7	20	38.48203035	-122.7439228
61	1219	MAPLE	7	20	38.47434013	-122.755126
62	642	PISTACHE	7	20	38.47654427	-122.7511197
63	648	PISTACHE	7	20	38.47614962	-122.7511228
64	180	UNKNOWN	7	20	38.47933972	-122.7463957
65	985	RAYWOOD ASH	7	22	38.47283788	-122.7509076
66	423	UNKNOWN	7	22	38.48139399	-122.7458197
67	313	UNKNOWN	7	23	38.47818267	-122.7462213
68	1102	LIQUID AMBER	7	25	38.4759351	-122.749714
69	1285	PISTACHE	7	25	38.4738332	-122.7492353
70	321	UNKNOWN	7	25	38.47730385	-122.7466169
71	685	MAPLE	7	30	38.48036264	-122.7500092
72	1029	SYCAMORE	7	30	38.47586256	-122.7540705
73	382	PEAR	7	32	38.47669689	-122.7440307
74	398	MAPLE	8	15	38.48204949	-122.7429138
75	352	UNKNOWN	8	15	38.47724402	-122.7446392
76	1105	ASH	8	16	38.47591108	-122.7497463
77	837	PISTACHE	8	16	38.48081127	-122.7514324
78	2930	PISTACHE	8	16	38.47527239	-122.7515737
79	366	LOCUST	8	17	38.47720729	-122.743392
80	331	PISTACHE	8	17	38.47754967	-122.7455495
81	1148	CREPE MYRTLE	8	18	38.47446267	-122.750986
82	501	PISTACHE	8	18	38.48112274	-122.746434
83	674	PISTACHE	8	18	38.48142775	-122.748819
84	764	PISTACHE	8	18	38.48075592	-122.7519785
85	827	PISTACHE	8	18	38.48074512	-122.752045
86	2926	PISTACHE	8	18	38.47527805	-122.7517505
87	341	UNKNOWN	8	18	38.47695317	-122.7460137
88	378	CREPE MYRTLE	8	20	38.47675733	-122.743922
89	617	MAPLE	8	20	38.47686453	-122.7532751
90	1031	MAPLE	8	20	38.47612427	-122.7522397
91	315	PEAR	8	20	38.47793299	-122.7466287
92	639	PISTACHE	8	20	38.47664359	-122.7513036
93	2919	PISTACHE	8	20	38.47386146	-122.7502382
94	354	UNKNOWN	8	20	38.4772662	-122.7446056
95	432	UNKNOWN	8	20	38.48121506	-122.745258
96	981	PISTACHE	8	21	38.4723745	-122.7500151

Table 1: Coffey Park Street Tree Removal List (349 total count)

REF No.	TREE ID #	SPECIES	DBH (IN)	HEIGHT (FT)	LATITUDE	LONGITUDE
97	942	MAPLE	8	22	38.47829208	-122.7518997
98	534	UNKNOWN	8	22	38.48011299	-122.7448143
99	872	PISTACHE	8	23	38.48106818	-122.7506024
100	418	MAPLE	8	24	38.48270249	-122.7443994
101	681	MAPLE	8	24	38.48033158	-122.7497532
102	1010	PEAR	8	24	38.4750753	-122.7522609
103	757	PISTACHE	8	24	38.48062864	-122.7524854
104	672	PISTACHE	8	25	38.48147221	-122.7488362
105	615	MAPLE	8	26	38.47685025	-122.7531937
106	666	MAPLE	8	26	38.48186543	-122.7486205
107	895	MAPLE	8	26	38.48001308	-122.7506981
108	1234	MAPLE	8	26	38.47459532	-122.7528877
109	370	UNKNOWN	8	27	38.47726796	-122.7434442
110	1142	PISTACHE	8	30	38.47458122	-122.7501703
111	880	PISTACHE	9	15	38.48112794	-122.7490437
112	1741	PISTACHE	9	15	38.47493538	-122.7289029
113	568	UNKNOWN	9	15	38.47875626	-122.7546152
114	833	PISTACHE	9	16	38.48078187	-122.7515679
115	779	LOCUST	9	18	38.47906288	-122.7510811
116	935	MAPLE	9	18	38.47818403	-122.7505064
117	883	PISTACHE	9	18	38.48112095	-122.7489775
118	961	PISTACHE	9	18	38.47091412	-122.7492538
119	1060	PISTACHE	9	18	38.47513522	-122.750787
120	921	UNKNOWN	9	18	38.47853617	-122.7508981
121	2928	PISTACHE	9	19	38.47526808	-122.751658
122	279	PEAR	9	20	38.47705426	-122.7487551
123	840	PISTACHE	9	20	38.4808171	-122.7513352
124	1137	PISTACHE	9	20	38.47446628	-122.7503122
125	178	UNKNOWN	9	20	38.47932751	-122.7460765
126	1151	CREPE MYRTLE	9	21	38.47444082	-122.7518174
127	990	PISTACHE	9	22	38.47257328	-122.749718
128	1052	PISTACHE	9	22	38.47528547	-122.7510011
129	1059	PISTACHE	9	23	38.475248	-122.7524517
130	1108	ASH	9	24	38.47591314	-122.7489879
131	761	PISTACHE	9	24	38.48065207	-122.7521298
132	1016	PISTACHE	9	24	38.47517566	-122.753228
133	1750	OAK	9	25	38.48080178	-122.733705
134	606	PISTACHE	9	25	38.47725773	-122.7520653
135	899	PISTACHE	9	26	38.47989907	-122.7506512
136	1085	CREPE MYRTLE	9	28	38.47606062	-122.7503269
137	684	MAPLE	9	28	38.48034542	-122.7496921
138	1007	PEAR	9	28	38.47388062	-122.752024
139	688	PISTACHE	9	28	38.48013687	-122.7487279
140	400	PEAR	9	30	38.48211057	-122.7430932
141	1094	PEAR	9	30	38.47592635	-122.74961
142	290	UNKNOWN	9	30	38.47919107	-122.7463052
143	304	UNKNOWN	9	30	38.47817295	-122.7461661
144	514	UNKNOWN	9	30	38.48011763	-122.7448889

Table 1: Coffey Park Street Tree Removal List (349 total count)

REF No.	TREE ID #	SPECIES	DBH (IN)	HEIGHT (FT)	LATITUDE	LONGITUDE
145	630	MAPLE	9	32	38.47671877	-122.7528274
146	1160	PISTACHE	9	32	38.47374219	-122.751262
147	1739	LIQUID AMBER	9	35	38.47494281	-122.7284067
148	767	MAPLE	9	42	38.4802482	-122.7527185
149	358	UNKNOWN	10	16	38.47781424	-122.743855
150	166	CREPE MYRTLE	10	18	38.47932108	-122.7438186
151	362	CREPE MYRTLE	10	18	38.47788947	-122.743522
152	267	PEAR	10	18	38.47690216	-122.7490005
153	191	PISTACHE	10	18	38.47900406	-122.7537293
154	846	PISTACHE	10	18	38.48077507	-122.7510641
155	962	PISTACHE	10	18	38.47094042	-122.7494405
156	986	PISTACHE	10	18	38.47259357	-122.7495847
157	1008	PISTACHE	10	18	38.47475053	-122.7520808
158	189	PISTACHE	10	19	38.47891777	-122.7539778
159	273	PEAR	10	20	38.4768822	-122.7494768
160	503	PISTACHE	10	20	38.48103861	-122.7464292
161	654	PISTACHE	10	20	38.48265228	-122.7494985
162	786	PISTACHE	10	20	38.47418593	-122.7522407
163	901	PISTACHE	10	20	38.47982243	-122.7506525
164	907	PISTACHE	10	20	38.47941543	-122.7511949
165	974	PISTACHE	10	20	38.47200713	-122.7494173
166	2932	PISTACHE	10	20	38.47527206	-122.7508381
167	201	UNKNOWN	10	20	38.47889467	-122.7517014
168	1146	UNKNOWN	10	20	38.47445813	-122.7507665
169	343	CREPE MYRTLE	10	22	38.47695288	-122.7459559
170	971	PISTACHE	10	22	38.47199927	-122.7494575
171	977	PISTACHE	10	22	38.47210117	-122.7493535
172	619	PEAR	10	23	38.47666483	-122.7541522
173	263	UNKNOWN	10	24	38.47679894	-122.7489213
174	319	UNKNOWN	10	24	38.47734688	-122.746609
175	1003	PISTACHE	10	25	38.47334304	-122.7515433
176	1044	PISTACHE	10	25	38.4753794	-122.7512607
177	1071	PISTACHE	10	25	38.47523881	-122.7501243
178	326	UNKNOWN	10	25	38.47729708	-122.7464504
179	632	MAPLE	10	26	38.47671869	-122.7526492
180	1069	PISTACHE	10	26	38.47513812	-122.750061
181	406	MAGNOLIA	10	28	38.48202632	-122.7441447
182	598	PISTACHE	10	28	38.47786785	-122.7520861
183	294	UNKNOWN	10	28	38.47894029	-122.7466522
184	1097	PLUM	10	29	38.4761035	-122.749543
185	664	MAPLE	10	30	38.48184292	-122.7485348
186	842	MAPLE	10	30	38.4808419	-122.7527042
187	879	OAK	10	32	38.48123625	-122.7497746
188	1210	RAYWOOD ASH	10	32	38.47195182	-122.7483077
189	576	PISTACHE	10	34	38.47922516	-122.7551524
190	1033	SYCAMORE	10	36	38.47587844	-122.7541446
191	891	PISTACHE	10	38	38.47972803	-122.7505843
192	317	UNKNOWN	10	42	38.47768223	-122.7466168

Table 1: Coffey Park Street Tree Removal List (349 total count)

REF No.	TREE ID #	SPECIES	DBH (IN)	HEIGHT (FT)	LATITUDE	LONGITUDE
193	1300	RAYWOOD ASH	10	43	38.47185817	-122.7483162
194	347	UNKNOWN	10	46	38.47707629	-122.7450687
195	1025	SYCAMORE	10	47	38.4758051	-122.7539275
196	811	SYCAMORE	10	49	38.4759854	-122.7469854
197	723	PINE	10	56	38.48258583	-122.747091
198	1293	CREPE MYRTLE	11	15	38.47134932	-122.7482845
199	205	UNKNOWN	11	18	38.4790476	-122.7517468
200	364	UNKNOWN	11	18	38.47710413	-122.743296
201	1015	PISTACHE	11	19	38.47502343	-122.7520708
202	706	MAPLE	11	20	38.48079323	-122.7477391
203	658	PISTACHE	11	20	38.48250782	-122.7494821
204	983	PISTACHE	11	20	38.47260923	-122.7494839
205	484	PLUM	11	20	38.47995089	-122.7423119
206	1202	RAYWOOD ASH	11	20	38.47191387	-122.7484773
207	430	MAGNOLIA	11	21	38.48119739	-122.7453284
208	796	PISTACHE	11	22	38.47510337	-122.7503857
209	903	PISTACHE	11	22	38.47958577	-122.7506218
210	1287	PISTACHE	11	22	38.47354998	-122.749258
211	265	PEAR	11	23	38.47694529	-122.7488399
212	1050	PISTACHE	11	23	38.47523718	-122.7513831
213	420	MAPLE	11	24	38.48269934	-122.7444476
214	1082	RAYWOOD ASH	11	24	38.47589697	-122.7507771
215	963	PISTACHE	11	25	38.47121454	-122.7495006
216	1168	PISTACHE	11	25	38.47386857	-122.7498296
217	1170	PISTACHE	11	25	38.47388227	-122.7497552
218	512	PLUM	11	25	38.4801191	-122.7451971
219	288	UNKNOWN	11	25	38.47921188	-122.7462261
220	555	UNKNOWN	11	25	38.47922464	-122.7520671
221	1079	PISTACHE	11	27	38.47526922	-122.7486309
222	494	CREPE MYRTLE	11	28	38.4801188	-122.7463383
223	845	PISTACHE	11	28	38.48066908	-122.7514192
224	800	PISTACHE	11	30	38.47512043	-122.7500902
225	1056	PISTACHE	11	30	38.47522625	-122.7527013
226	230	SYCAMORE	11	30	38.47895157	-122.7470603
227	1223	SYCAMORE	11	30	38.47437112	-122.7553925
228	176	UNKNOWN	11	30	38.47931385	-122.745689
229	530	PISTACHE	11	32	38.48010674	-122.7445536
230	1138	PISTACHE	11	34	38.47457937	-122.7500514
231	1100	LIQUID AMBER	11	35	38.47592478	-122.74971
232	924	MAPLE	11	35	38.47892883	-122.7498688
233	275	UNKNOWN	11	35	38.47675613	-122.7498327
234	853	PISTACHE	11	36	38.48079024	-122.7527527
235	992	MAPLE	11	40	38.47219208	-122.750368
236	790	SYCAMORE	11	42	38.47579483	-122.7537277
237	255	SYCAMORE	11	44	38.47753074	-122.7470358
238	699	PLUM	12	12	38.47990687	-122.7476799
239	1090	RAYWOOD ASH	12	18	38.47588677	-122.7496083
240	677	PISTACHE	12	20	38.48079322	-122.7487793

Table 1: Coffey Park Street Tree Removal List (349 total count)

REF No.	TREE ID #	SPECIES	DBH (IN)	HEIGHT (FT)	LATITUDE	LONGITUDE
241	1095	RAYWOOD ASH	12	20	38.47593877	-122.7496801
242	203	UNKNOWN	12	21	38.47898088	-122.7517116
243	896	MAPLE	12	22	38.48003945	-122.7508075
244	728	PISTACHE	12	22	38.48072719	-122.7487239
245	863	MAPLE	12	24	38.48197893	-122.7501209
246	893	MAPLE	12	24	38.48005083	-122.7509131
247	626	PISTACHE	12	24	38.47673613	-122.7533985
248	602	PISTACHE	12	25	38.47775535	-122.7520804
249	693	PISTACHE	12	25	38.48018332	-122.7487725
250	1156	PISTACHE	12	25	38.47364027	-122.7515331
251	806	CREPE MYRTLE	12	27	38.4761589	-122.7503227
252	281	PEAR	12	28	38.4771061	-122.7487743
253	763	PISTACHE	12	28	38.48063312	-122.7519784
254	213	UNKNOWN	12	28	38.47938718	-122.7478297
255	634	MAPLE	12	29	38.47671341	-122.7525321
256	271	PEAR	12	30	38.47690494	-122.7492799
257	545	UNKNOWN	12	30	38.48087951	-122.7434243
258	345	CREPE MYRTLE	12	32	38.47695404	-122.7458917
259	523	SWEET GUM	12	34	38.48040971	-122.7443347
260	292	UNKNOWN	12	34	38.47919483	-122.7463789
261	1143	PISTACHE	12	35	38.47447172	-122.7506636
262	242	SYCAMORE	12	35	38.47813271	-122.7470214
263	600	PISTACHE	12	36	38.47780955	-122.7520949
264	259	SYCAMORE	12	36	38.47738128	-122.7470344
265	368	UNKNOWN	12	38	38.47723647	-122.7434223
266	240	SYCAMORE	12	40	38.47877862	-122.7470518
267	302	UNKNOWN	12	40	38.47816645	-122.7458753
268	537	SWEET GUM	12	43	38.48036738	-122.7434055
269	744	SYCAMORE	12	43	38.48067291	-122.7470867
270	736	SYCAMORE	12	45	38.48016352	-122.7470719
271	1023	SYCAMORE	12	50	38.4758007	-122.7538159
272	740	SYCAMORE	12	58	38.48041561	-122.7470665
273	394	CREPE MYRTLE	13	18	38.47638274	-122.7457872
274	307	OLIVE	13	18	38.47812781	-122.7464567
275	905	PISTACHE	13	23	38.47951557	-122.7508429
276	1194	PISTACHE	13	24	38.47308345	-122.7496406
277	277	PEAR	13	25	38.47679329	-122.7503643
278	411	LOCUST	13	28	38.48204091	-122.7446926
279	593	ALDER	13	30	38.47740085	-122.7531791
280	822	PISTACHE	13	37	38.47371466	-122.750413
281	604	PISTACHE	13	40	38.47732306	-122.7520915
282	765	PISTACHE	13	40	38.48136981	-122.7527285
283	581	ASH	13	43	38.47823311	-122.7540786
284	244	SYCAMORE	13	44	38.47805921	-122.7470442
285	1038	SYCAMORE	13	58	38.47587126	-122.753516
286	713	SYCAMORE	13	60	38.48001428	-122.7470796
287	803	SYCAMORE	13	60	38.47591619	-122.7529118
288	1205	RAYWOOD ASH	14	16	38.47195232	-122.7484815

Table 1: Coffey Park Street Tree Removal List (349 total count)

REF No.	TREE ID #	SPECIES	DBH (IN)	HEIGHT (FT)	LATITUDE	LONGITUDE
289	391	CREPE MYRTLE	14	18	38.47644127	-122.7457711
290	547	UNKNOWN	14	20	38.48093302	-122.7434416
291	251	SYCAMORE	14	24	38.47769233	-122.7470444
292	238	SYCAMORE	14	25	38.47886839	-122.7470708
293	689	PISTACHE	14	26	38.48025155	-122.7487698
294	1162	PISTACHE	14	28	38.47375768	-122.7511565
295	1067	PISTACHE	14	30	38.47524043	-122.7502021
296	1158	PISTACHE	14	30	38.47366432	-122.7514799
297	253	SYCAMORE	14	34	38.47760294	-122.7470364
298	249	SYCAMORE	14	38	38.47776475	-122.7470419
299	257	SYCAMORE	14	40	38.47744454	-122.7470283
300	1224	SYCAMORE	14	45	38.47439593	-122.7555092
301	855	MAPLE	14	46	38.48019424	-122.7527284
302	1092	PEAR	14	46	38.4757743	-122.7499819
303	1035	SYCAMORE	14	60	38.4758757	-122.7536374
304	997	RAYWOOD ASH	15	35	38.47299873	-122.750962
305	999	RAYWOOD ASH	15	35	38.47300867	-122.75092
306	1204	RAYWOOD ASH	15	35	38.47227395	-122.7484935
307	440	ALDER	15	38	38.48138006	-122.7444459
308	1235	SYCAMORE	15	40	38.47456118	-122.7530463
309	572	ASH	15	42	38.47912375	-122.7551281
310	1072	SYCAMORE	15	58	38.47591293	-122.7530205
311	1040	SYCAMORE	15	62	38.47587292	-122.7534472
312	583	ASH	15	65	38.47824855	-122.7539836
313	775	CREPE MYRTLE	16	15	38.48118486	-122.7501082
314	416	MAPLE	16	20	38.48255375	-122.7458669
315	710	SYCAMORE	16	24	38.48009637	-122.7472914
316	139	OAK	16	28	38.47959071	-122.7448738
317	385	PEAR	16	48	38.47666173	-122.744143
318	864	MAPLE	16	50	38.4800597	-122.7525357
319	716	SYCAMORE	16	62	38.48028644	-122.7470716
320	805	SYCAMORE	16	64	38.47590569	-122.7528267
321	1191	PISTACHE	17	25	38.47308668	-122.749569
322	164	MAPLE	18	20	38.47883717	-122.7433373
323	1209	RAYWOOD ASH	18	22	38.47236628	-122.7484747
324	714	SYCAMORE	18	22	38.48030728	-122.7472941
325	428	MAGNOLIA	18	32	38.48118773	-122.7454266
326	738	SYCAMORE	18	32	38.4804948	-122.7472459
327	877	OAK	18	35	38.4812336	-122.7498282
328	949	RAYWOOD ASH	18	45	38.47762743	-122.7504906
329	749	SYCAMORE	18	45	38.48080378	-122.7470794
330	718	SYCAMORE	19	25	38.48060583	-122.7472736
331	745	SYCAMORE	19	35	38.48068342	-122.7472509
332	861	MAPLE	19	48	38.47974447	-122.7527197
333	925	MAPLE	20	56	38.47902431	-122.7499586
334	591	ASH	20	60	38.4774032	-122.7532914
335	931	MAPLE	21	30	38.47829989	-122.7499691
336	868	MAPLE	21	60	38.48016386	-122.7525331

Table 1: Coffey Park Street Tree Removal List (349 total count)

REF No.	TREE ID #	SPECIES	DBH (IN)	HEIGHT (FT)	LATITUDE	LONGITUDE
337	595	PEAR	22	30	38.47765553	-122.7516478
338	870	ASH	22	45	38.48173792	-122.750079
339	950	RAYWOOD ASH	22	60	38.4774607	-122.7504627
340	1112	ASH	23	35	38.47579307	-122.7479807
341	702	ASH	24	30	38.47997082	-122.7477268
342	516	SWEET GUM	24	30	38.48009496	-122.7439648
343	644	ASH	24	60	38.47640118	-122.751122
344	914	MAPLE	25	30	38.47885067	-122.7507572
345	2922	EUCALYPTUS	25	45	38.47216442	-122.7479366
346	813	REDWOOD	26	70	38.47517039	-122.7469921
347	1127	REDWOOD	32	82	38.47514596	-122.7469844
348	721	DEODAR CEDAR	34	24	38.48249262	-122.7470766
349	1240	BLUE GUM EUCALYPTUS	37	70	38.47454353	-122.7289486

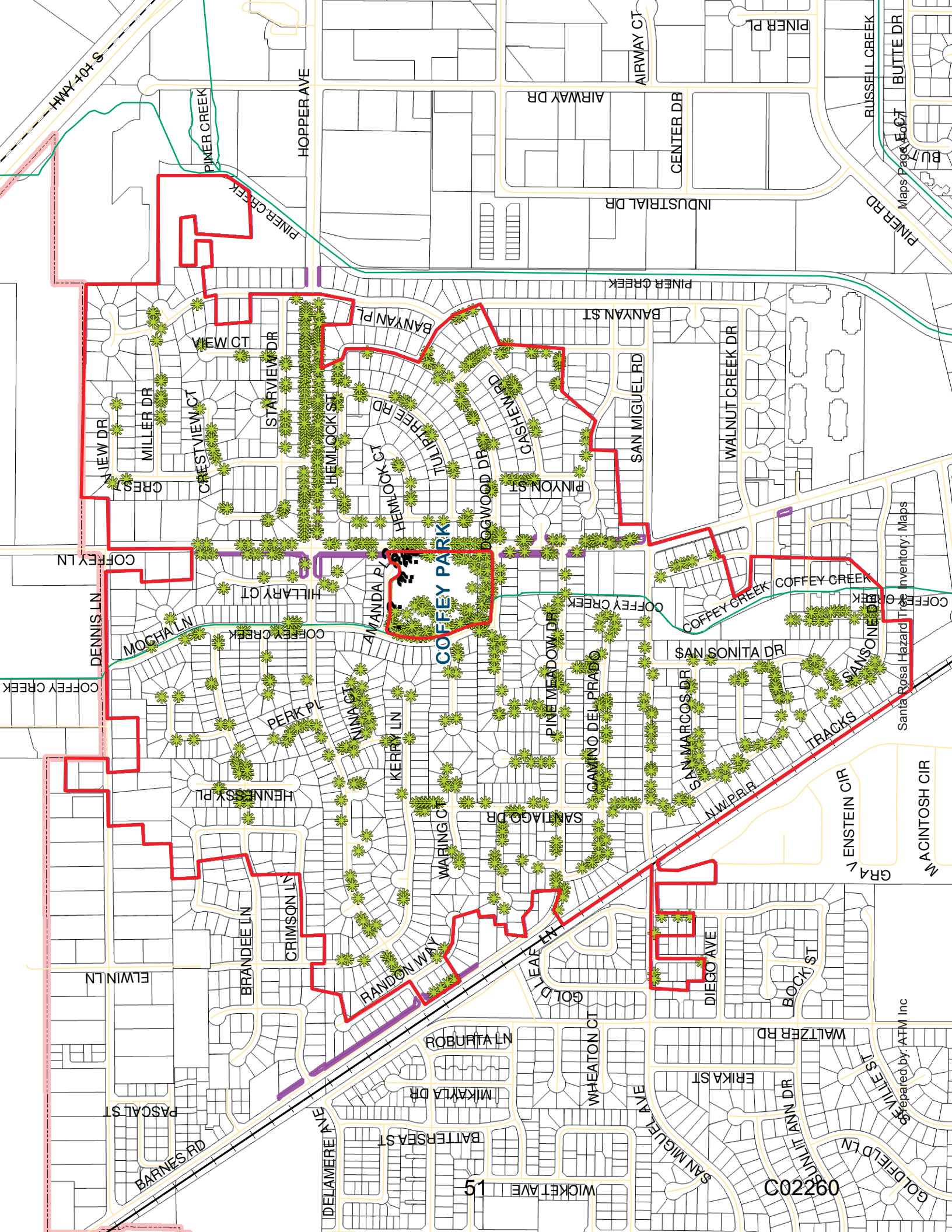


Table 2: Fountaingrove Stree Tree Removal List (355 total count)

REF No.	TREE ID #	SPECIES	DBH (IN)	HEIGHT (FT)	LATITUDE	LONGITUDE
1	1771	ASH	6	13	38.47492593	-122.7187601
2	1329	OAK	6	14	38.49401182	-122.7178432
3	2484	FIR	6	15	38.49020115	-122.7066654
4	2036	OAK	6	15	38.48837387	-122.7008042
5	2900	OAK	6	15	38.48043728	-122.726172
6	1703	PEAR	6	15	38.48242966	-122.7147932
7	2844	PINE	6	15	38.47951322	-122.7245203
8	1268	PISTACHE	6	15	38.4789393	-122.717252
9	1271	PISTACHE	6	15	38.4790592	-122.7171919
10	1311	PISTACHE	6	15	38.47941047	-122.718829
11	1313	PISTACHE	6	15	38.47961929	-122.7187764
12	2188	UNKNOWN	6	15	38.47929785	-122.7026688
13	1767	BIRCH	6	16	38.47526462	-122.7187867
14	1308	PISTACHE	6	16	38.47968201	-122.7188166
15	1317	PISTACHE	6	16	38.47997106	-122.7184163
16	1321	PISTACHE	6	16	38.479068	-122.7173215
17	1670	PISTACHE	6	16	38.4900417	-122.7098911
18	2217	PISTACHE	6	16	38.48038203	-122.7024101
19	2595	UNKNOWN	6	16	38.48613393	-122.709225
20	2597	UNKNOWN	6	16	38.48613108	-122.7093244
21	2683	UNKNOWN	6	16	38.48613257	-122.7091474
22	2696	UNKNOWN	6	16	38.48613582	-122.7093647
23	1638	OAK	6	17	38.49260123	-122.7059113
24	2434	OAK	6	17	38.49204862	-122.7115663
25	1265	PISTACHE	6	17	38.47898378	-122.7176953
26	35	UNKNOWN	6	17	38.47832122	-122.7030681
27	1573	FIR	6	18	38.49293407	-122.6986168
28	1449	OAK	6	18	38.47871132	-122.6890242
29	1937	OAK	6	18	38.48370827	-122.7019568
30	1244	PISTACHE	6	18	38.47976018	-122.718719
31	1246	PISTACHE	6	18	38.48000054	-122.7183672
32	1261	PISTACHE	6	18	38.47897429	-122.7178855
33	1262	PISTACHE	6	18	38.47898553	-122.7177478
34	1307	PISTACHE	6	18	38.47964058	-122.7189653
35	1655	PISTACHE	6	18	38.4926112	-122.7072989
36	1668	PISTACHE	6	18	38.49022122	-122.7099316
37	1692	PISTACHE	6	18	38.48693057	-122.7106269
38	1735	PISTACHE	6	18	38.47527024	-122.727308
39	1913	PISTACHE	6	18	38.48741443	-122.7101351
40	1964	UNKNOWN	6	18	38.47929293	-122.7026069
41	1258	CREPE MYRTLE	6	20	38.47893853	-122.7180647

Table 2: Fountaingrove Stree Tree Removal List (355 total count)

REF No.	TREE ID #	SPECIES	DBH (IN)	HEIGHT (FT)	LATITUDE	LONGITUDE
42	2687	CREPE MYRTLE	6	20	38.48612827	-122.7096313
43	2688	CREPE MYRTLE	6	20	38.48613485	-122.7095861
44	2690	CREPE MYRTLE	6	20	38.48612768	-122.709501
45	2691	CREPE MYRTLE	6	20	38.48611565	-122.7094499
46	1582	FIR	6	20	38.49193369	-122.7011594
47	1877	FIR	6	20	38.49249827	-122.7053011
48	2013	FIR	6	20	38.49177798	-122.6995629
49	1953	MAPLE	6	20	38.47979313	-122.7027572
50	1928	OAK	6	20	38.48348957	-122.7041167
51	2041	OAK	6	20	38.48837012	-122.7007364
52	2115	OAK	6	20	38.48292202	-122.7036657
53	2130	OAK	6	20	38.48370932	-122.7020196
54	2509	OAK	6	20	38.48963503	-122.7084967
55	1933	PEAR	6	20	38.48374945	-122.7020396
56	1678	PISTACHE	6	20	38.48716998	-122.7103552
57	49	UNKNOWN	6	20	38.47865604	-122.7019447
58	2015	UNKNOWN	6	20	38.49148027	-122.6963623
59	1544	FIR	6	22	38.49073759	-122.6943777
60	2231	CREPE MYRTLE	6	23	38.48057753	-122.7032234
61	1600	FIR	6	24	38.49211008	-122.7019591
62	2479	FIR	6	24	38.49012563	-122.7063545
63	1972	MAPLE	6	24	38.48041888	-122.7030731
64	2240	MAPLE	6	24	38.48084055	-122.7028552
65	2318	CREPE MYRTLE	6	25	38.49482328	-122.7113242
66	2263	LIQUID AMBER	6	25	38.47815587	-122.7030731
67	1963	MAPLE	6	25	38.47975397	-122.7030199
68	1584	OAK	6	25	38.49187262	-122.7004279
69	1954	OAK	6	25	38.47934042	-122.7016206
70	2124	OAK	6	25	38.48345722	-122.704148
71	2429	OAK	6	25	38.49217332	-122.7115755
72	2133	OAK	6	28	38.48368148	-122.7018836
73	1952	MAPLE	6	30	38.47980358	-122.7027222
74	1792	SYCAMORE	6	30	38.47228458	-122.7206773
75	2182	CREPE MYRTLE	6	35	38.47896764	-122.7013553
76	2193	UNKNOWN	6	35	38.47887965	-122.7013478
77	2506	WILLOW	6	36	38.48960648	-122.7084918
78	2363	UNKNOWN	7	16	38.49295882	-122.7101571
79	2136	OAK	7	17	38.48360945	-122.7014181
80	2805	ASH	7	18	38.48944028	-122.6887842
81	1570	FIR	7	18	38.49303768	-122.6981854
82	1585	FIR	7	18	38.49194224	-122.7012533

Table 2: Fountaingrove Stree Tree Removal List (355 total count)

REF No.	TREE ID #	SPECIES	DBH (IN)	HEIGHT (FT)	LATITUDE	LONGITUDE
83	1708	HACKBERRY	7	18	38.48066909	-122.7182827
84	33	OAK	7	18	38.47828321	-122.7030568
85	1756	OAK	7	18	38.47655265	-122.719785
86	2107	OAK	7	18	38.48285838	-122.7034872
87	2152	OAK	7	18	38.48256185	-122.6991868
88	1256	PISTACHE	7	18	38.47897387	-122.7179936
89	1267	PISTACHE	7	18	38.47906487	-122.7174139
90	1698	PISTACHE	7	18	38.48653748	-122.7109784
91	1332	ASH	7	20	38.49474907	-122.7181532
92	1547	FIR	7	20	38.49086692	-122.6944897
93	1562	FIR	7	20	38.49236317	-122.6959091
94	1580	FIR	7	20	38.49193033	-122.7008372
95	1586	FIR	7	20	38.49184083	-122.7004669
96	2949	FIR	7	20	38.49289379	-122.6980421
97	1507	OAK	7	20	38.48534053	-122.6917687
98	2046	OAK	7	20	38.48833291	-122.7006018
99	2443	OAK	7	20	38.49242558	-122.7108963
100	71	PISTACHE	7	20	38.48170904	-122.7029719
101	1648	PISTACHE	7	20	38.49266285	-122.7067668
102	1737	PISTACHE	7	20	38.47511947	-122.7277994
103	1504	FIR	7	24	38.48505645	-122.6917907
104	1598	FIR	7	24	38.49207484	-122.7018771
105	2800	ASH	7	25	38.48911347	-122.6887502
106	1568	FIR	7	25	38.4930237	-122.6982205
107	2779	FIR	7	25	38.49077019	-122.6893971
108	2423	OAK	7	25	38.49216913	-122.7116207
109	2658	OAK	7	25	38.49191097	-122.7115715
110	2435	OAK	7	26	38.49195728	-122.7115558
111	1960	OAK	7	30	38.47933438	-122.7014588
112	2093	OAK	7	32	38.48782362	-122.6997614
113	2190	UNKNOWN	7	35	38.47892683	-122.7013505
114	1433	OAK	7	38	38.49053828	-122.7138451
115	2054	OAK	8	15	38.48866511	-122.6998833
116	2469	OAK	8	15	38.4906583	-122.7069557
117	2845	REDWOOD	8	15	38.4795307	-122.7245843
118	2945	OAK	8	16	38.48574579	-122.6924417
119	1242	PISTACHE	8	16	38.47947708	-122.7189022
120	1654	PISTACHE	8	17	38.49263935	-122.7071403
121	1806	FIR	8	18	38.48146033	-122.6901455
122	1710	HACKBERRY	8	18	38.4805756	-122.7185383
123	2062	OAK	8	18	38.48927863	-122.7002843

Table 2: Fountaingrove Stree Tree Removal List (355 total count)

REF No.	TREE ID #	SPECIES	DBH (IN)	HEIGHT (FT)	LATITUDE	LONGITUDE
124	37	UNKNOWN	8	18	38.47839469	-122.7030624
125	94	UNKNOWN	8	18	38.48147954	-122.7047912
126	1464	FIR	8	20	38.48107049	-122.6899005
127	1576	FIR	8	20	38.49293697	-122.698546
128	1959	MAPLE	8	20	38.47976468	-122.7029475
129	1754	OAK	8	20	38.47656237	-122.719832
130	2057	OAK	8	20	38.48885782	-122.7000197
131	2071	OAK	8	20	38.48852077	-122.6992123
132	2147	OAK	8	20	38.48597792	-122.6997344
133	2535	OAK	8	20	38.48778144	-122.7066534
134	2202	PISTACHE	8	20	38.47928629	-122.702915
135	1993	REDWOOD	8	20	38.49124	-122.7013403
136	39	UNKNOWN	8	20	38.47848354	-122.7030259
137	41	UNKNOWN	8	21	38.47853756	-122.7029879
138	59	PISTACHE	8	22	38.48045526	-122.7022954
139	1250	PISTACHE	8	24	38.47992039	-122.7185518
140	1983	CREPE MYRTLE	8	25	38.47991745	-122.7019819
141	1453	FIR	8	25	38.48047989	-122.6895553
142	108	OAK	8	25	38.47759605	-122.7041238
143	2121	OAK	8	28	38.48340557	-122.7041049
144	2905	REDWOOD	8	28	38.48037596	-122.72618
145	2346	CREPE MYRTLE	8	30	38.49366572	-122.7112724
146	1798	FIR	8	30	38.48123033	-122.6900034
147	1958	MAPLE	8	30	38.47980686	-122.7028737
148	2186	MAPLE	8	30	38.4795841	-122.7032053
149	53	UNKNOWN	8	30	38.47871756	-122.7012518
150	2243	CREPE MYRTLE	8	35	38.47793475	-122.7030023
151	2255	CREPE MYRTLE	8	35	38.47805165	-122.7031422
152	2342	CREPE MYRTLE	8	35	38.4936939	-122.7113085
153	1549	FIR	8	35	38.49106665	-122.694614
154	2446	FIR	8	35	38.4923586	-122.7107021
155	1434	OAK	8	41	38.49061693	-122.7137557
156	92	PLUM	9	15	38.48157722	-122.704783
157	2241	PEAR	9	17	38.48087337	-122.702881
158	1647	PISTACHE	9	18	38.49268818	-122.7066182
159	1432	OAK	9	20	38.49088425	-122.7137242
160	68	PISTACHE	9	20	38.4817147	-122.7030628
161	1422	UNKNOWN	9	20	38.48987382	-122.7177078
162	2803	UNKNOWN	9	20	38.48916232	-122.6887491
163	1695	EUCALYPTUS	9	21	38.48677718	-122.7106157
164	1701	PEAR	9	23	38.48245049	-122.7146308

Table 2: Fountaingrove Stree Tree Removal List (355 total count)

REF No.	TREE ID #	SPECIES	DBH (IN)	HEIGHT (FT)	LATITUDE	LONGITUDE
165	43	CREPE MYRTLE	9	25	38.47854464	-122.7029022
166	2269	CREPE MYRTLE	9	25	38.4798054	-122.7018576
167	45	UNKNOWN	9	25	38.47865876	-122.7027893
168	2720	OAK	9	26	38.4826243	-122.6916804
169	1968	PISTACHE	9	26	38.47932005	-122.7029421
170	2834	REDWOOD	9	26	38.47646278	-122.7268568
171	1732	PISTACHE	9	28	38.47533233	-122.7269322
172	2265	SWEET GUM	9	28	38.48121448	-122.7032529
173	1439	MAPLE	9	30	38.48978448	-122.7176268
174	96	OAK	9	30	38.479979	-122.7048101
175	1272	PEAR	9	32	38.48060741	-122.7184971
176	1428	OAK	9	36	38.49112117	-122.7136263
177	2665	OAK	9	38	38.49224062	-122.710171
178	1906	UNKNOWN	9	40	38.49085152	-122.709791
179	2011	FIR	9	45	38.49200703	-122.6996046
180	2548	UNKNOWN	9	52	38.4878803	-122.7057246
181	2641	UNKNOWN	10	15	38.49475042	-122.7061881
182	1705	HACKBERRY	10	20	38.48115731	-122.7170848
183	83	RAYWOOD ASH	10	20	38.48167998	-122.7045523
184	2792	UNKNOWN	10	20	38.49206957	-122.689388
185	1759	OAK	10	24	38.47656866	-122.7198315
186	2203	PISTACHE	10	24	38.47933843	-122.7029895
187	1970	CREPE MYRTLE	10	25	38.48058117	-122.7032397
188	2729	OAK	10	25	38.48917703	-122.6895582
189	2865	OAK	10	25	38.48259465	-122.6917107
190	2787	UNKNOWN	10	25	38.4920434	-122.6893204
191	2200	PISTACHE	10	26	38.47944337	-122.7030452
192	1458	FIR	10	28	38.48052367	-122.6896144
193	2271	PISTACHE	10	28	38.47986903	-122.7017433
194	75	UNKNOWN	10	28	38.48166854	-122.703499
195	102	OAK	10	30	38.47870987	-122.7047839
196	51	RAYWOOD ASH	10	30	38.4786328	-122.7012832
197	1657	REDWOOD	10	30	38.49161123	-122.7093326
198	2856	REDWOOD	10	30	38.47804762	-122.7277245
199	2911	REDWOOD	10	30	38.47790268	-122.7275589
200	100	OAK	10	32	38.4788152	-122.7047856
201	2275	PEAR	10	32	38.48166613	-122.7046843
202	2172	PEAR	10	34	38.4833337	-122.6993625
203	1451	FIR	10	36	38.48024933	-122.6892657
204	1413	OAK	10	36	38.4914845	-122.7142015
205	2551	OAK	10	37	38.48537697	-122.7057539

Table 2: Fountaingrove Stree Tree Removal List (355 total count)

REF No.	TREE ID #	SPECIES	DBH (IN)	HEIGHT (FT)	LATITUDE	LONGITUDE
206	1279	REDWOOD	10	43	38.49032775	-122.689518
207	2286	YUCCA	11	15	38.49616805	-122.7087677
208	2897	REDWOOD	11	20	38.47970667	-122.7250589
209	2273	PISTACHE	11	23	38.48000963	-122.7019121
210	47	UNKNOWN	11	24	38.47865629	-122.7027153
211	1682	OAK	11	25	38.48705666	-122.7102073
212	61	PISTACHE	11	25	38.48049536	-122.7023464
213	2204	PISTACHE	11	25	38.47938117	-122.7030485
214	2752	UNKNOWN	11	25	38.48950232	-122.6912352
215	110	OAK	11	28	38.47743938	-122.7039422
216	112	OAK	11	30	38.47712016	-122.7036656
217	1416	OAK	11	30	38.49144287	-122.7141609
218	2832	OAK	11	30	38.49545079	-122.7129093
219	2904	OAK	11	30	38.480025	-122.7256095
220	2173	PEAR	11	30	38.48324847	-122.6993465
221	2847	REDWOOD	11	30	38.47964814	-122.7248939
222	1950	OAK	11	35	38.47929042	-122.7016912
223	2853	REDWOOD	11	35	38.4796807	-122.725004
224	1975	SWEET GUM	11	35	38.47800022	-122.7026714
225	2194	PEAR	11	38	38.47943532	-122.7032158
226	2002	SWEET GUM	11	40	38.49116418	-122.7003131
227	1998	OAK	11	45	38.49109313	-122.7006121
228	1768	PEAR	12	15	38.47497077	-122.7196005
229	1572	OAK	12	20	38.49253167	-122.6994976
230	1929	OAK	12	20	38.48783002	-122.6995002
231	2038	OAK	12	20	38.48837519	-122.7008577
232	2499	PLUM	12	20	38.4908547	-122.7085086
233	1811	OAK	12	22	38.48163841	-122.6900484
234	2744	MAPLE	12	25	38.4896995	-122.6911829
235	2703	PINE	12	25	38.48955737	-122.6950067
236	57	PISTACHE	12	25	38.47995293	-122.701818
237	2233	SWEET GUM	12	25	38.47801642	-122.7024834
238	2247	UNKNOWN	12	25	38.48088846	-122.7026883
239	1765	ASH	12	26	38.47538798	-122.7186387
240	2908	REDWOOD	12	30	38.47771322	-122.7273642
241	2909	REDWOOD	12	30	38.47773023	-122.727379
242	2910	REDWOOD	12	30	38.4777991	-122.7274423
243	2238	SWEET GUM	12	30	38.47800168	-122.702637
244	1788	SYCAMORE	12	30	38.47262995	-122.7206902
245	1525	FIR	12	35	38.48714523	-122.6930497
246	2513	OAK	12	35	38.48798967	-122.7080848

Table 2: Fountaingrove Stree Tree Removal List (355 total count)

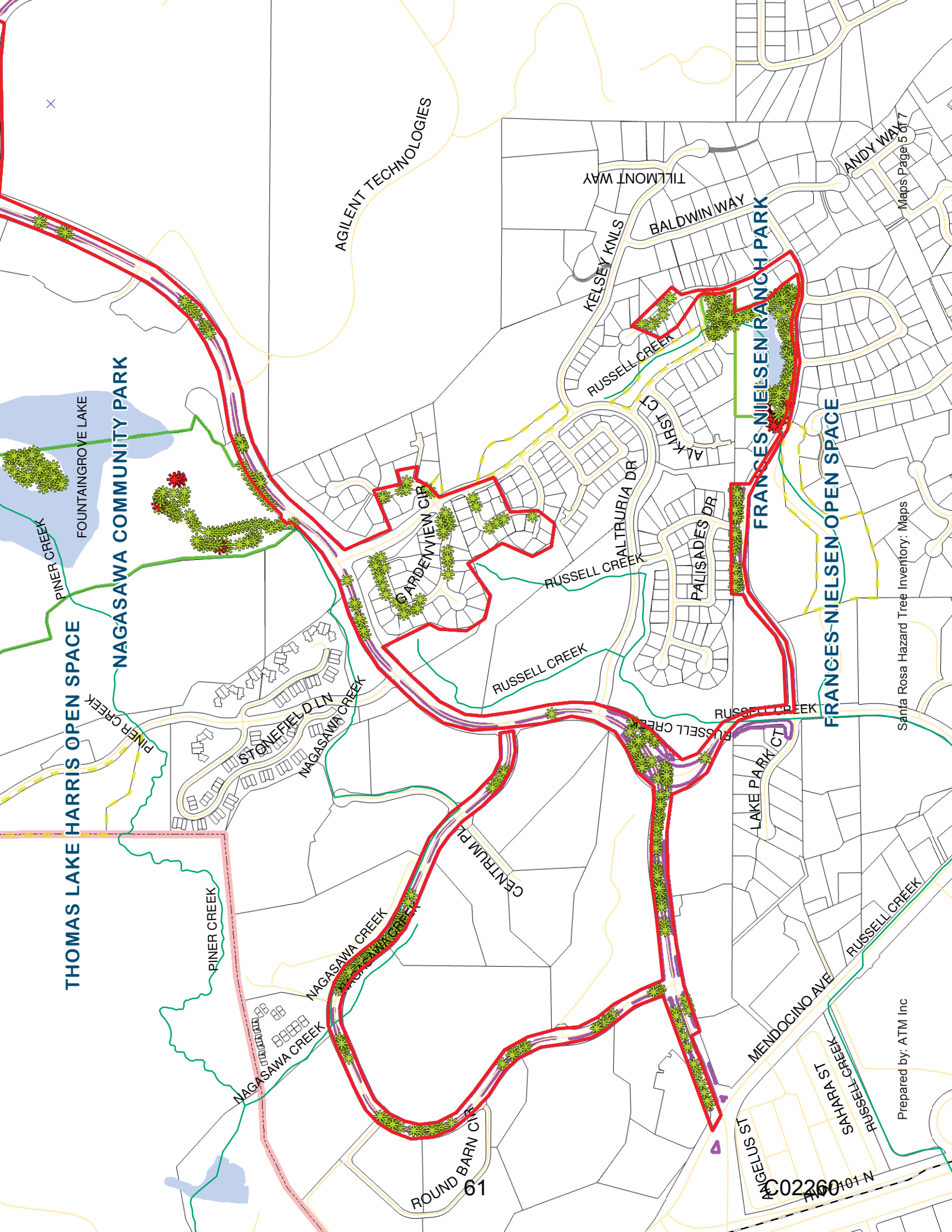
REF No.	TREE ID #	SPECIES	DBH (IN)	HEIGHT (FT)	LATITUDE	LONGITUDE
247	2491	REDWOOD	12	35	38.49104812	-122.7078317
248	2835	REDWOOD	12	35	38.47664273	-122.7270559
249	2849	REDWOOD	12	35	38.47966047	-122.7249625
250	2851	REDWOOD	12	35	38.47966917	-122.7249786
251	2511	OAK	12	40	38.48794725	-122.7082461
252	81	RAYWOOD ASH	12	40	38.4816808	-122.7044076
253	2843	REDWOOD	12	42	38.47960986	-122.724827
254	55	PISTACHE	12	44	38.47879216	-122.7012461
255	1999	OAK	12	45	38.49106613	-122.7004006
256	2280	MAPLE	12	50	38.49535675	-122.7079265
257	2209	SWEET GUM	12	50	38.47816717	-122.7018018
258	65	PISTACHE	13	15	38.48157005	-122.7031865
259	66	PISTACHE	13	15	38.48163635	-122.7032024
260	2246	PEAR	13	26	38.48096007	-122.7029315
261	30	REDWOOD	13	30	38.48061447	-122.7272568
262	2410	SWEET GUM	13	30	38.49255737	-122.7112635
263	2220	SWEET GUM	13	35	38.47796718	-122.7020342
264	1794	SYCAMORE	13	35	38.47212532	-122.7207094
265	2855	REDWOOD	13	40	38.48035367	-122.7258618
266	1728	REDWOOD	13	50	38.47607425	-122.7216014
267	2211	SWEET GUM	13	50	38.4781208	-122.7018111
268	2290	FIR	13	55	38.49494468	-122.7089248
269	2450	FIR	13	60	38.49235012	-122.7106108
270	63	PISTACHE	14	15	38.48150552	-122.7031515
271	2712	UNKNOWN	14	18	38.48825016	-122.6922598
272	1724	OAK	14	20	38.47703347	-122.7209435
273	2766	OAK	14	24	38.4911263	-122.691925
274	1331	OAK	14	30	38.49276893	-122.7202694
275	1415	OAK	14	30	38.49150039	-122.714154
276	1979	SWEET GUM	14	30	38.47799761	-122.7027218
277	22	LIQUID AMBER	14	32	38.49150857	-122.7100562
278	1974	PEAR	14	35	38.480721	-122.7028642
279	2214	PISTACHE	14	35	38.48032122	-122.7023809
280	14	UNKNOWN	14	35	38.49194037	-122.710307
281	1782	UNKNOWN	14	35	38.47454097	-122.7183018
282	2356	FIR	14	40	38.49493764	-122.7055929
283	1441	LIQUID AMBER	14	40	38.48990982	-122.7177296
284	2519	OAK	14	40	38.48666382	-122.708315
285	1789	SYCAMORE	14	40	38.47255318	-122.7206917
286	1565	OAK	15	18	38.49319462	-122.6977127
287	2064	OAK	15	20	38.48968216	-122.7002785

Table 2: Fountaingrove Stree Tree Removal List (355 total count)

REF No.	TREE ID #	SPECIES	DBH (IN)	HEIGHT (FT)	LATITUDE	LONGITUDE
288	2260	Sweetgum	15	24	38.48118322	-122.703181
289	2017	CREPE MYRTLE	15	25	38.49146782	-122.696246
290	104	OAK	15	28	38.47840922	-122.704719
291	2300	PLUM	15	28	38.49611814	-122.7062804
292	90	OAK	15	30	38.48207896	-122.7047412
293	79	UNKNOWN	15	30	38.48166706	-122.7035889
294	77	UNKNOWN	15	33	38.48167168	-122.7035438
295	2681	OAK	15	35	38.48751167	-122.7069423
296	17	LIQUID AMBER	15	42	38.49164049	-122.7102482
297	1727	OAK	15	42	38.4760846	-122.7210533
298	1769	OAK	15	45	38.47459334	-122.7173439
299	2448	OAK	15	54	38.49176676	-122.7058346
300	1935	REDWOOD	15	63	38.48722658	-122.7000821
301	2097	OAK	16	21	38.48776264	-122.6993178
302	73	OAK	16	30	38.48179585	-122.7033106
303	2196	PISTACHE	16	30	38.47951063	-122.7030643
304	2836	REDWOOD	16	30	38.47641322	-122.7267645
305	2360	FIR	16	35	38.49493929	-122.7055544
306	1706	HACKBERRY	16	35	38.48112375	-122.7175019
307	2526	OAK	16	35	38.48755548	-122.7069257
308	2808	OAK	16	35	38.50394207	-122.7233853
309	1686	EUCALYPTUS	16	50	38.48714857	-122.7105422
310	2215	SWEET GUM	16	50	38.47806352	-122.7018253
311	1643	OAK	16	70	38.49265834	-122.7059524
312	2427	OAK	17	38	38.49300157	-122.7063492
313	2207	SWEET GUM	17	40	38.47818781	-122.7017927
314	87	OAK	17	46	38.48216639	-122.7049433
315	1986	OLIVE	18	24	38.4910436	-122.7025051
316	1753	OAK	18	25	38.47657937	-122.7198695
317	2252	OAK	18	27	38.4810757	-122.7030974
318	2258	LIQUID AMBER	18	30	38.48117403	-122.7031281
319	2370	OAK	18	35	38.4928775	-122.7096512
320	2539	OAK	18	35	38.48782369	-122.7065816
321	2682	OAK	18	35	38.48762392	-122.7068727
322	2474	UNKNOWN	18	35	38.49020922	-122.7066568
323	1714	REDWOOD	18	45	38.47866037	-122.7212607
324	2282	MAPLE	18	60	38.49560643	-122.707872
325	2227	SWEET GUM	19	50	38.47796964	-122.7020835
326	2633	REDWOOD	19	60	38.49498365	-122.7067349
327	2312	REDWOOD	19	84	38.49635749	-122.7056921
328	2008	PLUM	20	18	38.49145287	-122.6990011

Table 2: Fountaingrove Stree Tree Removal List (355 total count)

REF No.	TREE ID #	SPECIES	DBH (IN)	HEIGHT (FT)	LATITUDE	LONGITUDE
329	1981	CREPE MYRTLE	20	20	38.48091309	-122.7027073
330	2254	CREPE MYRTLE	20	24	38.48089962	-122.7026971
331	2756	UNKNOWN	20	30	38.48945805	-122.6912115
332	1908	EUCALYPTUS	20	45	38.48783722	-122.7099043
333	2310	REDWOOD	20	80	38.49630937	-122.7057122
334	2321	REDWOOD	20	88	38.49631144	-122.7056248
335	13	OAK	21	40	38.49184303	-122.7102236
336	24	OAK	21	45	38.49286208	-122.7090312
337	2622	REDWOOD	21	65	38.49517242	-122.710475
338	2303	REDWOOD	21	75	38.49532687	-122.7104048
339	106	MAPLE	22	30	38.47767898	-122.7041706
340	2419	FIR	22	35	38.49341277	-122.7080944
341	2403	OAK	22	43	38.49311084	-122.7064036
342	2306	REDWOOD	22	70	38.49523877	-122.7104549
343	1684	EUCALYPTUS	23	40	38.48699388	-122.7102796
344	2349	REDWOOD	23	80	38.49503302	-122.7067649
345	2294	REDWOOD	24	80	38.494727	-122.7087379
346	2248	CREPE MYRTLE	25	15	38.47796067	-122.7030758
347	1445	REDWOOD	25	40	38.49036753	-122.718439
348	26	REDWOOD	26	80	38.49276187	-122.7089948
349	2391	WILLOW	30	78	38.49403419	-122.7057287
350	2278	OAK	32	80	38.49541977	-122.7076663
351	2802	OAK	33	40	38.50718426	-122.7228103
352	1536	FIR	34	65	38.48998718	-122.6936618
353	2624	REDWOOD	34	100	38.49628464	-122.705987
354	2804	OAK	35	35	38.50719388	-122.7228419
355	85	BAY LAUREL	50	48	38.48197527	-122.7049355



THOMAS LAKE HARRIS OPEN SPACE

NAGASAWA COMMUNITY PARK

FRANCES NIELSEN RANCH PARK

FRANCES NIELSEN OPEN SPACE

AGILENT TECHNOLOGIES

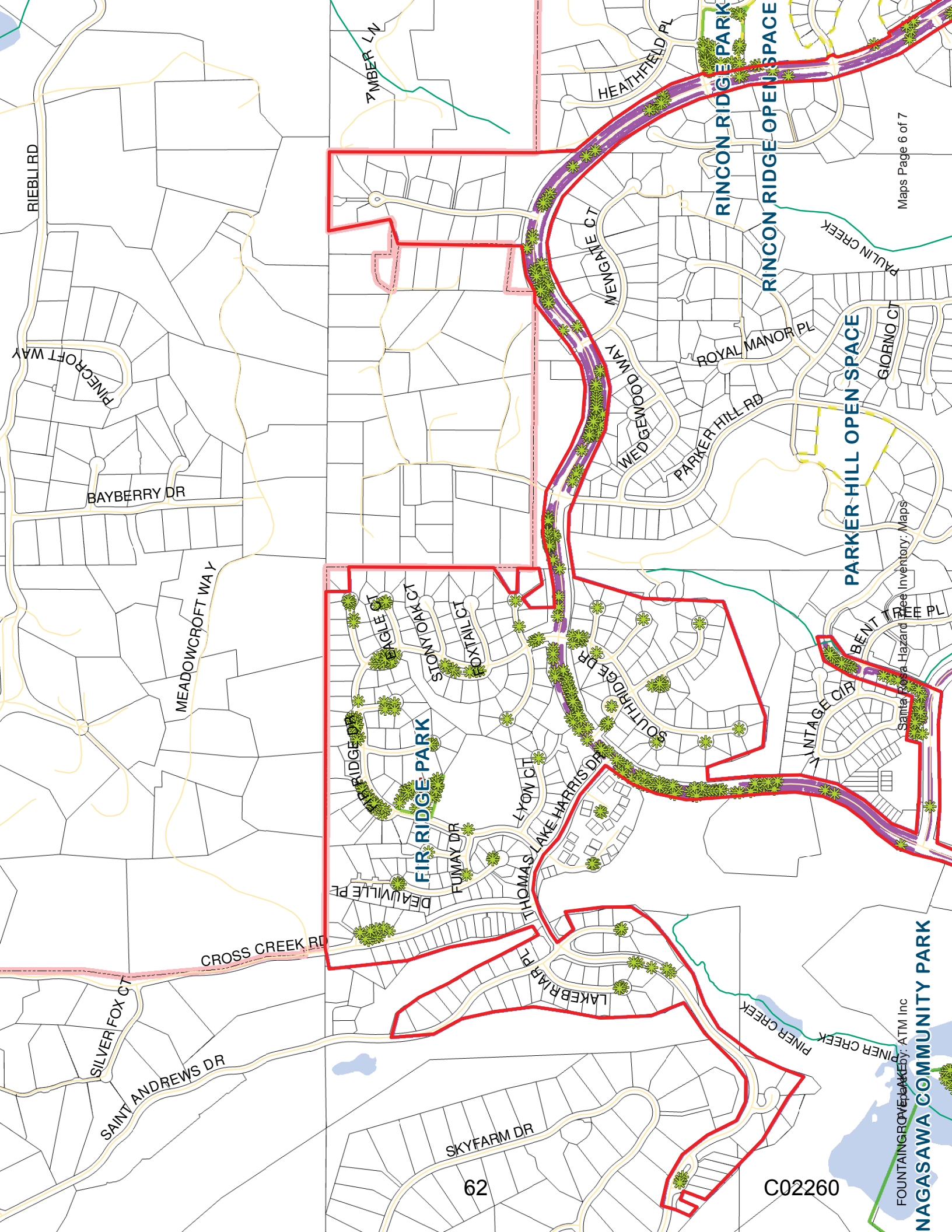
Prepared by: ATM Inc

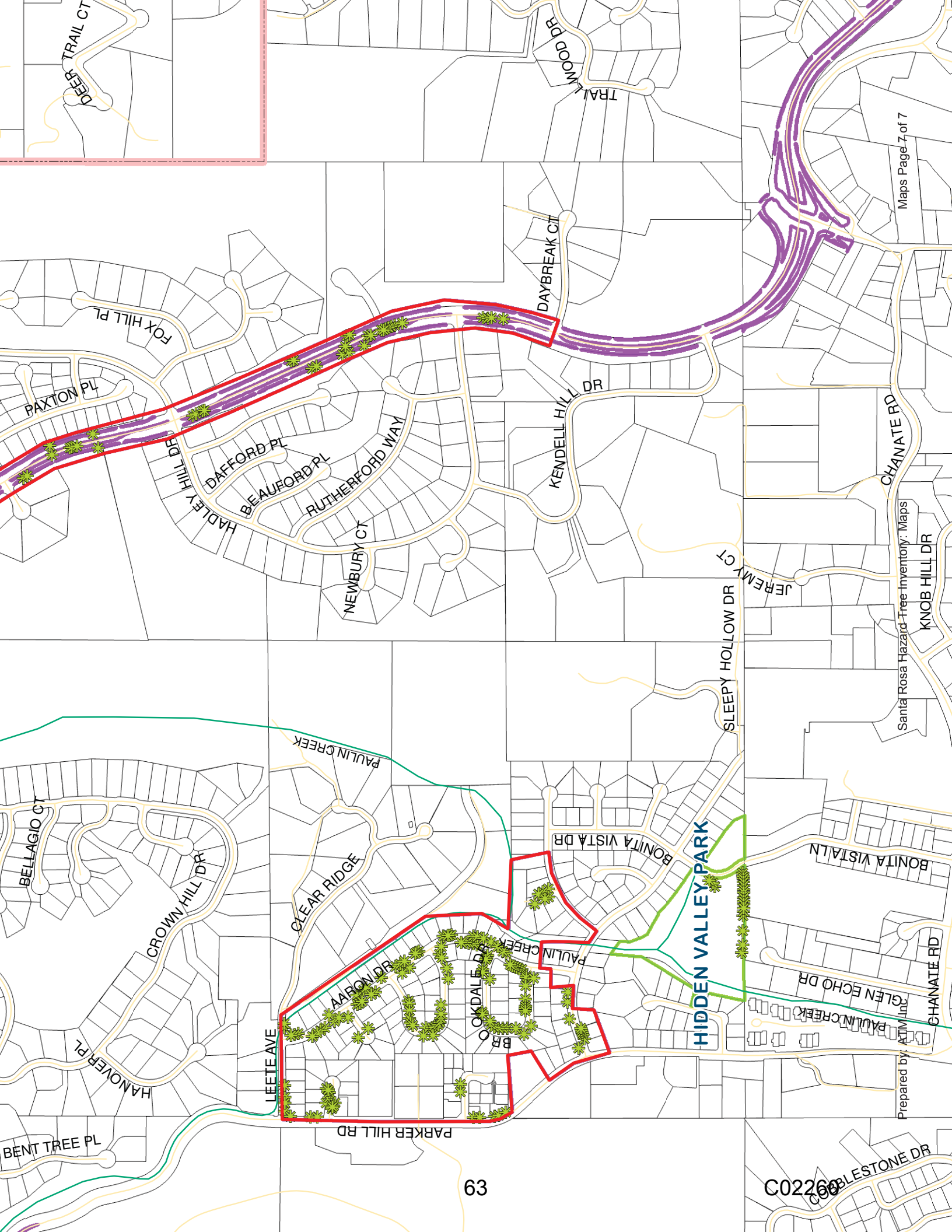
Santa Rosa Hazard Tree Inventory: Maps

Maps Page 5 of 7

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C02260





A - FEES AND PERMITS

The Contractor shall obtain all necessary and required permits for the project. City of Santa Rosa Building nor Encroachment permits are not required. All work under this contract is within the City of Santa Rosa's right of way or easement.

[Version: 2/2/15CDA STD2010]

BID FORMS

CITY OF SANTA ROSA

STATE OF CALIFORNIA

REMOVAL OF FIRE-DAMAGED HAZARDOUS TREES

The work to be performed and referred to herein is in the City of Santa Rosa, California and consists of improvements to be constructed in accordance with the provisions of the Invitation for Bids, containing the Notice to Bidders, the Special Provisions, the Project Plan(s), the Bid Forms and the Contract, all of which are by reference incorporated herein, and each Addendum, if any is issued, to any of the above which is also incorporated by reference herein.

TO THE AWARD AUTHORITY OF THE CITY OF SANTA ROSA

The undersigned, as bidder, declares that the only person or parties interested in this bid as principals are those named herein; that this bid is made without collusion with any other person, firm, or corporation; that Contractor has carefully examined the Project Plans, Invitation for Bids and conditions therefor, and is familiar with all bid requirements, that Contractor has examined this Contract and the provisions incorporated by reference herein, and Contractor hereby proposes, and agrees that if its bid is accepted by the City, Contractor will provide all necessary machinery, tools, apparatuses, and other means of construction, and to do all the work and furnish all the materials and services required to complete the construction in accordance with the Contract, the Special Provisions, the Project Plan(s), and Addenda to any of the above as incorporated by reference, in the time stated herein, for the unit prices and/or lump sum prices as follows:

CITY OF SANTA ROSA
UNIT PRICE SCHEDULE
C02260 - REMOVAL OF FIRE DAMAGED HAZARDOUS TREES

Name of Bidder: _____

No.	Item	Quantity	Units	Unit Price	Total Price
1	TRAFFIC CONTROL	1	LS	\$_____	\$_____
2	WATER POLLUTION CONTROL	1	LS	\$_____	\$_____
3	SMALL HAZARDOUS TREE REMOVAL	527	EA	\$_____	\$_____
4	MEDIUM HAZARDOUS TREE REMOVAL	159	EA	\$_____	\$_____
5	LARGE HAZARDOUS TREE REMOVAL	16	EA	\$_____	\$_____
6	SMALL TREE STUMP GRINDING	527	EA	\$_____	\$_____
7	MEDIUM TREE STUMP GRINDING	159	EA	\$_____	\$_____
8	LARGE TREE STUMP GRINDING	16	EA	\$_____	\$_____
GRAND TOTAL BID					\$_____

In the case of any discrepancy between the unit price and the total set forth for the item, the unit price shall prevail; provided, however, that if the amount set forth as a unit price is ambiguous, unintelligible or uncertain for any reason, or is omitted, or in the case of lump sum items, is not 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 unit 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 unit price.

The Total Base Bid shall be the sum of the "Total" column. In case of discrepancy between the sum of the "Total" column and the amount entered as Total Base Bid, the sum of the "Total" column shall prevail. The bid comparison will be based on the sum of the "Total" column for each bidder.

If this Contract Bid is accepted by the City and the undersigned fails to execute the Contract and to give all the bonds required under the Contract, with a surety satisfactory to the Award Authority of the City of Santa Rosa, within ten calendar days after bidder has received the Notice of Award from the Engineer, then the Award Authority may, at its option, determine that the bidder has abandoned the Contract, and thereupon this bid and the acceptance thereof shall be null and void, and the forfeiture of the security accompanying this bid shall be in accordance with California Public Contract Code section 20172.

The undersigned understands and agrees that the City is not responsible for any error or omissions on the part of the undersigned in making this bid.

The bidder to whom the Contract is awarded agrees to execute the Contract in favor of the City, in the form attached, and to deliver any and all required bond(s) and insurance certificates within ten calendar days from the date of Contractor's receipt of the Notice of Award. Following the award of the Contract, Contractor shall commence work within ten calendar days from the day authorized in the Notice to Proceed and diligently prosecute the same to completion in accordance with Section 8-1.05.

LIST OF SUBCONTRACTORS

NAME OF BIDDER: _____

The following is a list of each subcontractor who will perform work or labor or render services to the undersigned for the construction of the project in an amount in excess of ½ of 1% of the total amount of this bid.

The undersigned agrees that any portion of the work in excess of ½ of 1% of the total amount of this bid and for which no subcontractor is designated herein will be performed by the undersigned.

SUBCONTRACTOR NAME	SUBCONTRACTOR LICENSE NUMBER	SUBCONTRACTOR DIR REGISTRATION NUMBER	SUBCONTRACTOR BUSINESS ADDRESS	DESCRIPTION OF WORK (ITEM NO.)

LIST OF PREVIOUS SIMILAR JOBS

NAME OF BIDDER:

[illegible]

NONCOLLUSION DECLARATION
TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid. The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. 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. All statements contained in the bid are true. 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, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____ [date], at _____ [city], _____ [state].

NOTE: The above Noncollusion Declaration is part of the Contract Bid. Signing this Bid on the signature portion thereof shall also constitute signature of this Noncollusion Declaration.

BID BOND AFFIDAVIT AND BIDDER'S SIGNATURE PAGE

Accompanying this bid is a guaranty in the form of (Notice: Insert the words "cash \$," "Cashier's Check," "Certified Check," or "Bidder's Bond" as the case may be):

in an amount equal to at least ten percent of the total of this bid.

The undersigned further agrees that if Contractor does not execute the Contract and deliver the necessary bonds to the City within the period of time specified in this Invitation for Bids, the proceeds of the security accompanying this bid shall become the property of the City of Santa Rosa, California, and this bid and the acceptance thereof may, at the option of the City, be considered null and void.

The undersigned is licensed in accordance with an act providing for the registration of Contractors, License No. _____, Class _____, expiration date _____.

The undersigned is registered with the Department of Industrial Relations, Registration No. _____.

IMPORTANT NOTICE: If bidder or other interested person is a corporation, state legal name of corporation, also names of the president, secretary, treasurer, and manager of the corporation; if a partnership, state true name of partnership, also the names of all partners in the partnership; if the bidder is a sole proprietor, state the business name and the proprietor's name in full.

Secretary of State Business Entity Number: _____.

Business Address

Telephone Number

I declare under penalty of perjury that the foregoing is true and correct.

BIDDER'S SIGNATURE: _____

TITLE: _____

DATE: _____

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions**

This certification is required by the regulations implementing Executive Orders 12549 and 12689, 2 C.F.R part 180, Debarment and Suspension, and 2 C.F.R. § 200.213. Copies of the regulations may be obtained by contacting the person to which this proposal is submitted.

**(BEFORE COMPLETING CERTIFICATION,
READ INSTRUCTIONS FOR CERTIFICATION BELOW)**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Firm Name:

Name and Title of Authorized Representative:

Signature of Authorized Representative:

Date:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out above.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549, at 2 C.F.R. Parts 180 and 417. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the System for Award Management (SAM) database.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

CERTIFICATION REGARDING LOBBYING

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

1. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official:

Name and Title of contractor's Authorized Official:

Date:

CONTRACT

CITY OF SANTA ROSA

CALIFORNIA

CITY CONTRACT NO. C02260

**FEDERAL PUBLIC ASSISTANCE PROJECT CONTRACT NO. 64204
REMOVAL OF FIRE-DAMAGED HAZARDOUS TREES**

This Contract is made and entered into as of date to be added upon award at Santa Rosa, California, between the City of Santa Rosa ("City") and _____, of _____, California ("Contractor").

ARTICLE I - For and in consideration of the payment and agreement hereinafter mentioned, to be made and performed by City, and under the conditions expressed in the required bonds hereunto annexed, Contractor agrees that for the benefit of City, at its own cost and expense, to do all the work and furnish all the materials, except such as are mentioned in the Special Provisions to be furnished by City, necessary to construct and complete the work herein described in a good, workmanlike, and substantial manner. The work embraced herein shall be done in accordance with the State of California Department of Transportation Standard Specifications 2015 and Revised Standard Specifications 2015, insofar as the same may apply (Standard Specifications); in accordance with the City of Santa Rosa Construction Specifications for Public Improvements (City Specifications); in accordance with the City of Santa Rosa Design and Construction Standards, (City Standards); in accordance with the State of California Department of Transportation Standard Plans 2015 and Revised Standard Plans 2015 (Standard Plans), (collectively, "Contract Documents") and in accordance with the Special Provisions hereinabove set forth, all of which are hereby incorporated into and made part of this Contract.

ARTICLE II - Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and doing all the work contemplated and embraced in this Contract; also for all loss or damages arising out of the nature of the work aforesaid, or from the acts of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by City and for all expenses incurred by or in consequence of the suspension or discontinuance of work, and for well and faithfully completing the work, and the whole thereof in the manner and according to the Project Plans and Invitation for Bids therefor, and the requirements of the Engineer under them to wit:

ITEM NUMBER	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
			\$ _____	\$ _____
TOTAL BASE BID (SUM OF "TOTAL" COLUMN)			\$ _____	

**BID ITEMS IN THIS SECTION WILL BE INSERTED
UPON AWARD OF THE CONTRACT AND SHALL BE
THE SAME AS THOSE BID UPON.**

ARTICLE III - City and Contractor hereby promise and agree that Contractor shall provide the materials and do the work according to the terms and conditions herein contained and referred to, for the prices aforesaid, and City hereby agrees to pay for the same at the time, in the manner, and upon the conditions set forth; and the parties for themselves, their heirs, executors, administrators, successors, and assigns, do hereby agree to full performance of the covenants herein stated.

ARTICLE IV - By execution of this Contract, Contractor hereby represents and certifies that Contractor is aware of the provisions of Labor Code section 3700 which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and Contractor hereby agrees to comply with such provisions before commencing the performance of the work of this Contract.

ARTICLE V - It is further expressly agreed by and between the parties hereto that the Invitation for Bids, containing the Notice to Bidders including any required Bonds, the Contract Documents, and any Addenda are all essential parts of this Contract and are specially referred to and by such reference made a part hereof. In the event of any conflict in the provisions thereof, the terms of said documents shall control each over the other, in the following order:

1. Special Provisions
2. Project Plans
3. City Standards
4. City Specifications
5. Standard Specifications
6. Standard Plans;

provided, that in the event of a conflict between any Federal Requirement in Section 10 of the Special Provisions and any other provision in the Contract Documents, the more stringent provision shall control and prevail.

ARTICLE VI - Contractor agrees to commence work pursuant to this Contract within ten calendar days from the date authorized in the Notice to Proceed and to diligently prosecute the same to completion in accordance with Section 8-1.05 of the Special Provisions.

This Contract shall not be transferred or assigned without the prior written consent of City, which may be withheld by City in its sole and absolute discretion.

If Contractor is a corporation, two corporate officers of Contractor, one from each of the following two groups shall execute this Contract: a) the chairman of the board, president or any vice-president; b) the secretary, any assistant secretary, chief financial officer, or any assistant treasurer. The name and title of the corporate officers shall be printed under the signature.

In witness whereof, the parties hereto have executed this Contract as of the date first written above.

City:

City of Santa Rosa,
a Municipal corporation

By: _____

Title: _____

ATTEST:

By: _____

Title: _____

Approved as to form:

By: _____

Office of City Attorney

Contractor:

Name of Contractor,
Type of entity

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____