

California Department of Transportation



ADMINISTRATION
DIVISION OF PROCUREMENT AND CONTRACTS
1727 30th STREET, MS 65
SACRAMENTO, CA 95816-7006
PHONE (916) 227-6000
TTY 711
<https://dot.ca.gov/programs/procurement-and-contracts/>

August 26, 2026

Invitation for Bid (IFB) IFB # 10A2914 Notice to Prospective Bidders

You are invited to review and respond to this **IFB 10A2914**, titled **Vegetation and Tree Removal Services in Amador, and Mariposa Counties**. In submitting your bid, you shall comply with the instructions found herein. In addition to those programs and preferences that are specified in this solicitation, Prospective Contractors are encouraged to consider programs and preferences that are available, such as those for the use of small businesses, disadvantaged businesses, disabled veteran businesses, and other businesses covered by State and Federal programs and preferences.

As required by Executive Order S-02-06, the California Department of Transportation (Caltrans) is committed to meeting the State's twenty-five percent (25%) Small Business (SB) participation goal. Certified SBs, Micro Businesses (MB) and Contractors willing to commit to subcontracting a minimum of twenty-five percent (25%) of their net price to certified SBs or MBs (if applicable) are encouraged to submit bids. **Note: SB Public Works (SB-PW) certification does not count toward SB goals for this agreement.** See **Section D, Special Programs** in this IFB for requirements.

The DVBE Participation Program applies, and a **three percent (3%)** participation is required for this IFB. The DVBE Incentive Program may also apply to this IFB. See **Section D, Special Programs** in this IFB for requirements.

This Agreement requires Prevailing Wages if the total bid amount exceeds \$15,000. If the total bid amount is under \$15,000, then Prevailing Wage language will be removed prior to award. Refer to **Attachment 3, Proposed Form of Agreement** for requirement details.

The designated contact person for this IFB is:

Queenann Herron
California Department of Transportation (Caltrans)
Email address: Queenann.Herron@dot.ca.gov
Phone: (916) 616-3858

Please note that no **verbal** information given will be binding upon Caltrans unless such information is issued in writing as an official addendum.

*Technical questions regarding this solicitation will be addressed in writing and/or at a mandatory site inspection to be held on **September 2, 2026**, at 1604 South B Street, Stockton, California, 95205. See **Section C, Time Schedule** for more details.

ALL REQUIRED DOCUMENTS ARE EITHER ATTACHED (ATTACHMENT 1) OR THE DOCUMENT LINK IS PROVIDED ON ATTACHMENT 2, REQUIRED DOCUMENTS.

Sincerely,

Queenann Herron
Contract Analyst

A) Purpose and Description of Services

1. Contractor shall furnish all labor, materials, supplies, tools, equipment, incidentals, travel, and disposal fees, necessary to provide vegetation management services to Caltrans in Amador and Mariposa Counties.
2. Refer to the **Proposed Form of Agreement, Exhibit A**, which is attached to this IFB, for a more complete description of services.

B) Bidder's Minimum Qualifications

1. Bidder shall possess at the time of bid submittal, continuously thereafter, and for the duration of the Agreement, a valid and current Motor Carrier Permit issued from the California Department of Motor Vehicles (DMV).
2. At the time of bid and for the duration of the Agreement, Bidder and subcontractor(s) shall be licensed in accordance with the laws of the State of California and shall possess the following:
 - A. The Prime Contractor shall hold a **C-61/D-49 – Tree Service Contractor** or **C-49 Tree and Palm Contractor** license issued by the California Contractors State Licensing Board (CSLB) a California Licensed **Registered Professional Forester (RPF)** issued by California Board of Forestry, and a **California Licensed Timber Operator (LTO-A)** issued by the California Department of Forestry and Fire Protection. All other licenses may be subcontracted out.
 - B. A **C-31 – Construction Zone Traffic Control Contractor** license issued by the California Contractors State Licensing Board (CSLB)
3. Bidder shall possess at the time of bid submittal, continuously thereafter, and for the duration of the Agreement, a valid and current registration with the Department of Industrial Relations (DIR). Caltrans will verify bidder's DIR registration.
4. By submitting its bid, Bidder certifies, under penalty of perjury, that its Contractors State License Board (CSLB) license is in a classification appropriate to the work to be undertaken as identified in the **Proposed Form of Agreement, Exhibit A**. This requirement has also been added in the **Proposed Form of Agreement, Exhibit E**. Refer to **Section C, Bid Requirements and Information, Contractor's License**, for submittal requirements. Caltrans will verify bidder's Contractor License, and any Subcontractor Licenses, so it is not necessary to provide a copy.
5. Failure of Bidder to sufficiently meet any or all the minimum qualifications, in the opinion of Caltrans, will result in the Bidder's bid deemed non-responsive.

C) Bid Requirements and Information

1. Time Schedule

It is recognized that time is of the essence. All bidders are hereby advised of the following schedule and will be expected to adhere to the required dates and times.

Event	Date	Time (Pacific Time)
IFB available to prospective bidders	08/26/2026	
Mandatory Pre-bid Site Inspection	09/02/2026	7:00 a.m.-3:00 p.m.
Written Question Submittal	09/10/2026	2:00 p.m.
Final Date and Time for Bid Submission	09/17/2026	2:00 p.m.
Bid Opening	09/17/2026	2:30 p.m.
Proposed Award Date (estimate)	09/28/2026	

2. Site Inspection

- A. A Mandatory site inspection is scheduled at **7:00 a.m.-3:00 p.m.**, on **09/02/2026**, at starting at **Region Office 1604 S B Street, Stockton CA 95205** for the purpose of discussing concerns regarding this IFB.
- B. All prospective bidders attending the pre-bid site Inspection are to be assembled at Caltrans, at **Region Office 1604 S B Street, Stockton CA 95205**, at **7:00 a.m.** If the site inspection is mandatory, bidders must sign-in (on the sheet provided) upon arrival and sign out upon completion of the walk-through activities. **Failure to comply with these provisions will result in the rejection of your bid.** Caltrans will conduct the site inspection of the facilities and disseminate any additional information to participants if necessary. **Bidders should bring any questions they have to the site inspection.**
- C. In the event a potential contractor is unavailable to attend a mandatory site inspection, an authorized representative may attend on its behalf. The representative may only sign in for one (1) company. Subcontractors may not represent a potential prime contractor at a mandatory site Inspection.

3. Reasonable Accommodation

For bidders who have and need assistance due to a physical impairment, a reasonable accommodation will be provided upon request for the Pre-Bid Site Inspection. The bidder must call the designated Contract Analyst contact no later than the fifth (5th) working day prior to the scheduled date and time of the Pre-Bid Site Inspection to arrange for a reasonable accommodation.

4. Questions and Answers

- A. Questions regarding this IFB must be submitted by **2:00 p.m.** on **09/10/2026**. Bidders must submit their questions via e-mail to Queenann.Herron@dot.ca.gov.
- B. Written questions must include: the individual's name, firm name, e-mail address and must reference **IFB No. 10A2914**.
- C. Written responses to all questions will be collectively compiled and posted, as an Addendum, to the Cal eProcure website (<https://caleprocure.com/pages/index.aspx>). It is the responsibility of the bidder to access the Cal eProcure website for any changes or addenda that may be posted. Refer to this **Section C, Time Schedule** for the schedule of events and dates/times. Bidder can contact the Contract Analyst named above.

5. Costs Included in Bid Rates

Bid prices/rates shall include the cost of employer payments to or on behalf of employees, subsistence, travel, compensation insurance premiums, unemployment contributions, social security taxes, contract bond premiums, and any other taxes or assessments, including but not limited to, sales and use **taxes** required by law or otherwise and no additional allowance will be paid unless separate payment provisions in the Agreement should specifically provide otherwise.

6. Small Business Preference

SB Preference will be granted on this IFB. Only firms certified as a "Small Business" or "Micro Business" with the Department of General Services (DGS), Office of Small Business and DVBE Service (OSDS) or contractors who commit to subcontracting a minimum of 25 percent (25%) of their net bid price to SB or MB, in the categories most appropriate to accomplish the prescribed services, will be granted this preference. **SB-PW certifications are not eligible for SB preference, as this is not a public works agreement.** For more information, refer to **Section D, Special Programs**.

7. State General Prevailing Wage Rates

State General Prevailing Wage Rates will apply for the Counties of Amador and Mariposa as described in the attached **Proposed Form of Agreement, Exhibit B**. The predetermined general prevailing wage rates published by the Director of Industrial Relations may be obtained via the Internet at: <https://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. It is the bidder's responsibility to use the correct classification determination published by the Department of Industrial Relations (DIR). By signing the Bid/Bidder Certification Sheet, the Bidder acknowledges this is a public works contract subject to Labor Code Sections 1720-1861, and that if awarded this Agreement, it will be the Bidder's responsibility to ensure that all prevailing requirements are met, including but not limited to the payment of appropriate prevailing wages rates to all employees who participate and perform services under this Agreement, Department of Industrial Relations registration, submittal of weekly certified payroll records, and employment of apprentices throughout the duration of the Agreement.

8. Mandatory Organic Waste Recycling

Contractor generating organic waste or commercial solid waste shall comply with SB 1383; also Contractor will arrange for the recycling services required by this section in a manner that is consistent with State and local laws and requirements, including a local ordinance or local jurisdiction's franchise agreement, applicable to the collection, handling, or recycling of organic waste and commercial solid waste. This requirement does not modify, limit, or abrogate Contractor's right to sell or donate its recyclable organic waste materials consistent with the requirements of Public Resources Code Sections 42649.8 et seq. When applicable, Contractor must comply with these provisions.

9. Motor Carrier Permit Requirements

- A. Contractor must have a valid Motor Carrier Permit(s) (MCP) issued from the Department of Motor Vehicles (DMV) for its services as a Motor Carrier of Property under this Agreement. Contractor shall pay any required fees necessary to obtain and maintain in good standing the required MCP(s).
- B. The MCP(s) required for the Contractor's Motor Carriers of Property under California Vehicle Code Sections 34601 and 34620 shall be on file with Contractor for the duration of this Agreement. Upon request of Caltrans Contract Manager or their designee, Contractor must immediately provide to Caltrans a copy of the required MCP(s).

10. Contractor Registration Program

- A. No Contractor or Subcontractor may be listed on a bid proposal for a contract with prevailing wages unless registered with the Department of Industrial Relations (DIR), pursuant to Labor Code Section 1725.5 with limited exceptions from this requirement for bid purposes only under Labor Code Section 1771.1(a).
- B. No Contractor or Subcontractor may be awarded an agreement with prevailing wages unless registered with DIR pursuant to Labor Code Section 1725.5.
- C. Caltrans will verify each of the registration numbers provided by the bidder prior to Agreement award. Bidders that do not possess the required DIR registration will be deemed non-responsive and rejected from further consideration in the solicitation process.
- D. If Contractor lists Subcontractor who is believed to be performing work that is not subject to the registration requirements, written confirmation from DIR should be obtained and submitted to Caltrans.

11. Contractor's License

- A. Bidder must have, at the time of bid and for the duration of the Agreement, Bidder and subcontractor(s) shall be licensed in accordance with the laws of the State of California and shall possess the following:
- B. The Prime Contractor shall hold a **C-61/D-49 – Tree Service Contractor** or **C-49 Tree and Palm Contractor License** AND **C-31 – Construction Zone Traffic Control Contractor License** issued by the California Contractors State Licensing Board (CSLB) a California Licensed Registered Professional Forester (RPF) issued by California Board of Forestry, and a California Licensed Timber Operator (LTO-A) issued by the California Department of Forestry and Fire Protection. All other licenses may be subcontracted out.
- C. Bidders may designate a subcontractor possessing a **C-31 – Construction Zone Traffic Control Contractor License** required for **traffic control**.

12. Subcontractors

Bidder may subcontract portions of the work as defined in the attached **Proposed Form of Agreement, Exhibit A**. If subcontractors are used, complete the Bidder Declaration (GSPD-05-105). Bidder must ensure that the subcontractor(s) will have all necessary licenses, permits, and/or certifications to accomplish its portion of the work. Failure of a subcontractor(s) to have the proper

13. Standard Title VI/Nondiscrimination Assurances (DOT Order No. 1050.2A)

Caltrans, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Statute 252, 42 USC Sections 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any Agreement entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

14. Insurance

- A. The bidder who receives the Agreement award, will be requested to provide a Certificate of Insurance providing proof of insurance to the Division of Procurement and Contracts within 10 working days after the date of notification of award. The State's Office of Risk and Insurance Management will review insurance certificates and/or proof of self-insurance documentation before execution of the Agreement. Refer to the **Proposed Form of Agreement, Exhibit E**, for the applicable and specific Insurance requirements and coverage limits.
- B. The insurance carrier shall provide an endorsement for the additional insured statement as follows:

Caltrans, State of California, its officers, agents, and employees shall be included as additional insured, but only with respect to work performed for the State of California under this Agreement.

- C. The additional insured endorsement must accompany the certificate of insurance.
- D. Satisfying a Self-Insured Retention (SIR)

All insurance required by this Agreement must allow, but not require, the State to pay any SIR and/or act as Contractor's agent in satisfying any SIR. The choice to pay any SIR and/or act as Contractor's agent in satisfying any SIR is at the State's discretion. If the State chooses to pay any SIR and/or act as Contractor's agent in satisfying any SIR, Contractor shall reimburse the State for the same.

E. Available Coverages/Limits

In the event the insurance coverages obtained by Contractor is broader in scope than, and/or the limits are higher than, those required under the Agreement, all such broader coverage and/or higher limits available to Contractor shall also be available and applicable to the State.

15. California Civil Rights Laws

Any person that submits a bid or proposal to, or otherwise proposes to enter into or renew an Agreement with, a State agency with respect to any Agreement in the amount of one hundred thousand dollars (\$100,000) or more shall certify, under penalty of perjury, at the time the bid or proposal is submitted or the Agreement is renewed, that they satisfy all of the conditions set forth in California Public Contract Code Section 2010 and they shall execute the California Civil Rights Laws Certification (DOT ADM-0076), provided as a link in **Attachment 2, Required Documents**, completed, signed, and returned with its bid or proposal.

16. Darfur Contracting Act

- A. The Darfur Contracting Act, Public Contract Code Section 10475-10481, applies to any company that currently or within the previous three (3) years has had business activities or other operations outside of the United States. The Act was passed by the California Legislature and signed into law by the Governor to preclude State agencies generally from contracting with "scrutinized" companies that do business in the African nation of Sudan (of which the Darfur region is a part), for the reasons described in Public Contract Code Section 10475. All bidders shall complete the Darfur Contracting Act Certification (DOT ADM-0077), provided as a link in **Attachment 2, Required Documents**, and submit with the proposal.
- B. If your company has not, within the previous three (3) years, had any business activities or other operations outside of the United States, complete **Option 1** on Darfur Contracting Act Certification.
- C. A scrutinized company is a company doing business in Sudan as defined in Public Contract Code Section 10476. Scrutinized companies are ineligible to, and cannot bid on, or submit a bid or proposal for an Agreement with a State agency for goods or services. (Pub. Cont. Code Section 10477(a)).
- D. Therefore, Public Contract Code Section 10478(a) requires a company that currently has (or within the previous three (3) years has had business activities or other operations outside of the United States to certify that it is not a "scrutinized" company when it submits a bid or proposal to a State agency.
- E. A scrutinized company may still, however, submit a bid or proposal for an Agreement with a State agency for goods or services if the company first obtains permission from the Department of General Services according to the criteria set forth in Public Contract Code Section 10477(b).

17. Iran Contracting Act

- A. Pursuant to the Iran Contracting Act of 2010 (Pub. Cont. Code Sections 2200 et seq., hereinafter "the Act"), persons identified on the list established under Public Contract Code Section 2202.5 (hereinafter "List") are ineligible to bid on, submit a proposal for, enter into, or renew any Agreement with the State for goods or services of one million dollars or more.
- B. Any person who submits a bid or proposal must complete and submit to Caltrans with its bid proposal, the Iran Contracting Act Certification (DOT ADM-0078), provided as a link in **Attachment 2, Required Documents**, certifying that it is not on the most current List unless the person is exempted from the certification requirement by Public Contract Code Section 2203(c) or (d). If claiming an exemption, the person shall provide written evidence that supports an exemption under Public Contract Code Section 2203(c) or (d) with its bid or proposal.

- C. Any person, for an Agreement that is exempt from bidding or is renewed, or for whom an Agreement is otherwise awarded by the State, must complete and submit to Caltrans Iran Contracting Act, certifying that it is not on the most current List, before the Agreement has been executed by the parties, unless the person is exempted from the certification requirement by Public Contract Code Section 2205(c) or (d). If claiming an exemption, the person shall provide written evidence that supports an exemption under Public Contract Code Section 2203(c) or (d), before execution of the Agreement.

18. Executive Order N-6-22 – Russia Sanctions

On March 4, 2022, Governor Gavin Newsom issued Executive Order [N-6-22](#) (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. “Economic Sanctions” refers to sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine, as well as any sanctions imposed under state law unless the contract has been Federalized (i.e. there is federal participation in any phase). By submitting a bid or proposal, Contractor represents that it is not a target of Economic Sanctions. Should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for rejection of the Contractor’s bid/proposal any time prior to contract execution, or, if determined after contract execution, shall be grounds for termination by the State.

19. Executive Order N-12-23 – Generative Artificial Intelligence (GenAI) Technology Use and Reporting

- A. The State of California seeks to realize the potential benefits of GenAI, through the development and deployment of GenAI tools, while balancing the risks of these new technologies. Bidder / Offeror must notify the State in writing if it:

- 1) Intends to provide GenAI as a deliverable to the State; or
- 2) Intends to utilize GenAI, including GenAI from third parties, to complete all or a portion of any deliverable that materially impacts:
 - a. Functionality of a State system,
 - b. Risk to the State, or
 - c. Contract performance.

Note: For avoidance of doubt, the term “materially impacts” shall have the meaning set forth in State Administrative Manual (SAM) § 4986.2 Definitions for GenAI.

- B. Failure to report GenAI to the State may result in disqualification. The State reserves the right to seek any and all relief to which it may be entitled to as a result of such non-disclosure.
- C. Upon notification by a Bidder / Offeror of GenAI as required, the State reserves the right to incorporate GenAI Special Provisions into the final contract or reject bids/offers that present an unacceptable level of risk to the State.
- D. Government Code 11549.64 defines “Generative Artificial Intelligence (GenAI)” as an artificial intelligence system that can generate derived synthetic content, including text, images, video, and audio that emulates the structure and characteristics of the system’s training data.

20. Bid Submittal

- A. All bids must be submitted and received by Caltrans Division of Procurement and Contracts, Bid Unit, by dates and times shown in **Section C, Bid Requirements and Information**.
- B. The mailing package/envelope should be labeled as follows:

Note: All packages not clearly or properly labeled as indicated below, including overnight mail and hand delivered packages, may be rejected.

YOUR RETURN ADDRESS

Agreement No. 10A2914
Bid Due Date: 09/17/2026
Bid Due Time: 2:00 p.m.
Bid Opening Date: 09/17/2026
Bid Opening: 2:30 p.m.
Attention: Queenann Herron

California Department of Transportation (Caltrans)
Division of Procurement and Contracts
ATTN: Bid Unit
1727 30th Street, 4th Floor, MS 65
Sacramento, CA 95816-7006

BID SUBMITTAL DO NOT OPEN

- C. **Late bids will not be considered.**
- D. All bids shall include the documents identified on the IFB's **Required Documents, Attachment 2, located at the end of the solicitation.** Bids not including the required documents may be deemed non-responsive. A non-responsive bid is one that does not meet the basic bid requirements.
- E. Only an individual who is legally authorized to bind the proposing firm contractually shall sign all documents requiring a signature, and each document must bear a signature.
- F. If your bid is hand delivered, you must date and time stamp the sealed envelope/package immediately upon arrival. The date/time stamp machine is located in the lobby on the first floor to the right of the security guard station at the address noted above. After date/time stamping, the bid should be placed in the locked bid cabinet located below the time stamp. If the bid package is too large to be electronically stamped, date/time stamp one (1) of the labels provided and attach it to the proposal package. When the bid package is too large for the locked bid cabinet, ask the security guard to call the Division of Procurement and Contracts reception desk at (916) 227-6000 to have your bid package picked up.
- G. Bid opening will be held via teleconference on the date and time specified in **Section C, Bid Requirements and Information.** Bidders may participate via teleconference by calling **1-866-700-7952** and entering the pass code **7089821#**. Calls will be accepted beginning at 2:20 p.m. until the conclusion of the bid opening. Bids will be read in Agreement numeric order; questions will not be allowed; and information will not be repeated. Initial bid opening results will be posted online on the Division of Procurement and Contracts website at <https://dot.ca.gov/programs/procurement-and-contracts/bid-results> by 3:00 p.m. on the day following the bid opening. The Agreement will be awarded to the lowest responsible bidder meeting the requirements outlined in the IFB after verification and applicable incentives are applied.
- H. Bids must include the performance of all the services described herein. Any attempt to modify the bid document to deviate from the work specifications will not be considered and will cause a bid to be rejected.
- I. A bid may be rejected if it is conditional, incomplete, or if it contains any alterations of form or other irregularities of any kind. Caltrans may reject any bid on the basis that it is not responsive or from a non-responsive bidder and may waive any immaterial deviation in a bid. Caltrans waiver of an immaterial defect shall in no way modify the IFB document or excuse the bidder from full compliance with all requirements if awarded the Agreement.

- J. Costs for developing bids and in anticipation of award of an agreement is entirely the responsibility of the bidder and shall not be charged to the State.
- K. Only an individual who is authorized to bind the bidding firm contractually shall sign the Bid/Bidder Certification Sheet. The signature must also indicate the title or position that the individual holds in the firm. A bid with an unsigned Bid/Bidder Certification Sheet may be rejected.
- L. A bidder may modify a bid after its submission by first withdrawing the original bid and then by resubmitting a new bid prior to the bid submittal deadline. Bidder modifications offered in any other manner, oral or written, will not be considered.
- M. A bidder may withdraw a bid by, prior to bid opening, submitting a written withdrawal request to Caltrans, at DPAC.BidUnit@dot.ca.gov, signed by the bidder or an agent authorized to contractually bind the bidding firm. A bidder may thereafter submit a new bid prior to the bid submittal deadline. Bids may not be withdrawn without cause subsequent to bid submittal deadline. Please contact the Caltrans analyst located in this IFB with any questions.
- N. Caltrans may modify the IFB prior to the date fixed for submission of bids by the issuance of an addendum sent to all parties who received a bid package.
- O. Caltrans reserves the right to reject all bids for reasonable cause.
- P. Bidders are cautioned not to rely on Caltrans during its evaluation process to discover and report to the bidder any defects and/or errors in the submitted documents. Before submitting their documents, bidders should carefully proof them for errors and full adherence to the IFB requirements.
- Q. Where applicable, the bidder should carefully examine work sites and specifications. Bidder shall investigate conditions, character, and quality of surface or subsurface materials or obstacles that might be encountered. No additions or increases to the Agreement amount will be made due to a lack of careful examination of work sites and specifications.
- R. Caltrans does not accept alternate agreement language from a bidder. A bid with such language will be considered a counter proposal and will be rejected. The State's General Terms and Conditions (GTC) are not negotiable. Also, the winning bidder(s) must complete, sign, and submit all pages of the Contractor Certification Clauses (CCC 04/2017) as part of the Agreement award process. Both the GTC 02/2025 and CCC 04/2017 may be viewed at: <https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language>.

21. Evaluation and Selection

- A. At the time of bid opening, each bid proposal's total and any small business and/or micro business information (if applicable) will be read aloud. Bids are considered preliminary pending review and verification of applicable bid requirements such as: small business preference, incentives, DVBE, licensing, bonding, qualifications, or other requirements as stated in the IFB. Agreements will be awarded to the lowest responsive and responsible bidder.
- B. Caltrans will check the bid submittal package to verify it received all required documents. Positive verification of required documents will be performed to determine its responsiveness to the State's needs.
- C. Bids that contain false or misleading statements, or which provide references, which do not support an attribute or condition claimed by the bidder, shall be rejected.
- D. The Agreement, if awarded, shall be awarded to the responsible bidder who submits the lowest bid and meets all the specifications. A bid meets the specifications if it complies with all the requirements in this solicitation. In the event of a tie bid, Caltrans will draw lots to determine the

successful bidder. Only one (1) bid may be submitted by an entity: individual, firm, partnership, corporation, joint venture, or combination thereof. Receipt of more than one (1) bid from an entity will result in all bids from that entity being rejected and returned to the bidder.

22. Award

- A. Preliminary bid results may be viewed on the internet after 3:00 p.m. on the first (1st) business day following the bid due date at <https://dot.ca.gov/programs/procurement-and-contracts/bid-results>.
- B. Whenever an Agreement is awarded under a procedure that provides for competitive bidding, but the Agreement is not to be awarded to the low bidder, the low bidder shall be given notice five (5) working days prior to the award of the Agreement by email.
- C. Upon written request by any bidder, the Notice of the Intent to Award shall be posted in a public place in the office of the awarding agency, as well as online at <https://dot.ca.gov/programs/procurement-and-contracts/notices-of-intent-to-award>, for at least five (5) working days prior to awarding the Agreement. This information can also be obtained by contacting the Contract Analyst directly.
- D. Upon award of the Agreement, Contractor shall complete and submit to Caltrans, the Payee Data Record (STD 204), to determine if Contractor is subject to State income tax withholding pursuant to California Revenue and Taxation Code Section 18662 et seq. This form can be found on the Internet at <https://www.dgs.ca.gov/PD> under the heading Forms. No payment shall be made unless a completed STD 204 has been returned to Caltrans.

23. Protest

Bidders have the right to protest the award of Caltrans Agreements subject to the following processes and procedures.

- A. Filing a Protest: The initial protest must be submitted to DGS, Office of Legal Services, and Caltrans, Protest Unit, prior to the award of the Agreement. When a protest has been submitted, the Agreement shall not be awarded until either the protest has been withdrawn or DGS has decided the matter. The written protest must be sent, either via e-mail or regular mail, to the addresses below:

California Department of Transportation (Caltrans) Division of Procurement and Contracts Attention: Bid, Protest, and Dispute Branch Chief 1727 30 th Street, MS 65 Sacramento, CA 95816 Phone Number: (916) 639-6322 Email: DPAC.Protest.Disputes.Terminations@dot.ca.gov	Department of General Services Office of Legal Services Attention: Bid Protest Coordinator 707 Third Street, 7 th Floor, Suite 7-330 West Sacramento, CA 95605 Phone Number: (916) 376-5080 Email: OLSProtests@dgs.ca.gov
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- B. Within five (5) days after filing the initial protest, the protesting bidder shall file with DGS and Caltrans, Protest Unit a full and complete written statement specifying the grounds for the protest. The full written protest statement must be sent to the same addresses above.

Note: E-mail is the preferred method of protest delivery. If a bidder uses regular mail, It is suggested that you submit any protest by certified or registered mail.

24. Standard Conditions of Service

- A. Service shall not begin prior to the express date set by Caltrans Contract Manager and Contractor, after all approvals have been obtained, and the Agreement is fully executed. Should Contractor fail to commence work at the agreed upon time, Caltrans Contract Manager, upon

five (5) days written notice to Contractor, reserves the right to terminate the Agreement. In addition, Contractor shall be liable to Caltrans for the difference between Contractor's bid price and the actual cost of performing work by the second lowest bidder or by another Contractor.

- B. All performance under the Agreement shall be completed on or before the termination date of the Agreement.
- C. Antitrust Provisions
 - 1) In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 USC Section 15 or under the Cartwright Act Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder (Gov. Code Section 4552).
 - 2) If the awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid.
 - 3) Upon demand in writing by the assignor, the assignee shall, within one (1) year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action (Gov. Code Section 4554).
- D. If the bidder is awarded the Agreement and refuses to sign the Agreement presented for signature within the time and manner required, the bidder will be liable to Caltrans for actual damages resulting to Caltrans therefrom or 10 percent (10%) of the amount bid, whichever is less.
- E. Loss Leader usage is prohibited in this solicitation: It is unlawful for any person engaged in business within this State to sell or use any article or product as a "loss leader" as defined in California Business and Professions Code Section 17030. "Loss Leader" means any article or product sold at less than cost: a) where the purpose is to induce, promote or encourage the purchase of other merchandise; or b) where the effect is a tendency or capacity to mislead or deceive purchasers of prospective purchasers; or c) where the effect is to divert trade from or otherwise injure competitors.
- F. No oral understanding or agreement shall be binding on either party.

D) Special Programs

The following Special Programs are applicable to this IFB.

1. Small Business (SB) or Microbusiness (MB) Preference

- A. Government Code Section 14835 et seq. requires that a five percent (5%) preference be given to contractors who qualify as a Certified SB or MB. References to a small business (SB) shall also include micro-business (MB). The rules and regulations of this law, including the definition of a SB for the delivery of services, are contained in Title 2, California Code of Regulations, Section 1896 (2 CCR Section 1896) et seq.
- B. To claim the SB or MB preference, Contractor must have its principal place of business located in California, satisfy all of the SB or MB requirements, and be certified by the California

Department of General Services (DGS), Office of Small Business and Disabled Veteran Business (DVBE) Services (OSDS). The preference amount may not exceed fifty thousand dollars (\$50,000) for any bid. If prospective contractor is claiming the five percent (5%) certified SB or MB preference, complete Section 16 of the **Bid/Bidder Certification Sheet**. Additionally, Contractor may satisfy the non-SB requirements described below.

- C. Pursuant to Government Code Section 14838 and 2 CCR Section 1896, if a bidder is not a certified SB, but wishes to be eligible for the five percent (5%) non-small business (NSB) preference, the bidder must subcontract at least twenty five percent (25%) of its net bid price to one (1) or more certified SBs. If bidder is claiming the five percent (5%) non-SB (NSB) preference, complete Section 17 of the Bid/Bidder Certification Sheet, as well as Bidder Declaration (GSPD-05-105). The bidder shall list the names of all certified SB firms being claimed for credit. Bidders must include quotes from each SB subcontractor, on the subcontractor letterhead. The quote must at minimum include the following: 1) type of services performed, or goods supplied 2) estimated hours, or quantity of goods 3) hourly rate, or unit price 4) total quote amount.
- C. Certified SB and MB bidder(s) shall have precedence over NSB bidders in the application of SB preference(s).
- D. SB preferences may not be applied to any bid deemed non-responsive with the solicitation instructions or from a non-responsible bidder.
- E. Questions regarding the certification approval process or SB program should be directed to OSDS at (800) 559-5529 or (916) 375-4940, or by email: osdshelp@dgs.ca.gov.
- F. SB or MB bidders or bidders using the "Non-Small Business" preference shall be granted a preference consisting of five percent (5%) of the lowest responsible bidder's total bid if the lowest bid is from a non-certified SB or MB.
- G. Additional references are at <https://www.dgs.ca.gov/PD/Services/Page-Content/Procurement-Division-Services-List-Folder/Apply-for-or-Re-apply-as-Small-Business-Disabled-Veteran-Business-Enterprise>.

2. Disabled Veteran Business Enterprise (DVBE) Programs

A. DVBE Participation Program with Participation Requirements:

- 1) The required DVBE participation requirement for this IFB is **three percent (3%)**. The resultant Agreement is financed with State funds and subject to Public Contract Code Section 10115 et seq., Military and Veterans Code Section 999 et seq., and Title 2, California Code of Regulations, Sections 1896.60 (2 CCR Section 1896.60) et seq., that provides contracting opportunities for qualified DVBEs certified by the DGS. The DVBE Incentive Program will also apply—see DVBE Incentive Program below.
- 2) Bidder shall complete and submit the Bid/Bidder Certification Sheet; Bidder Declaration (GSPD-05-105), and the Disabled Veteran Business Enterprise Declarations (STD 843). Bidder shall complete or collect STD 843(s) when the following situations occur:
 - Bidder is DVBE (prime) Contractor.
 - Bidder subcontracts with any DVBE firm. Bidder collects and submits with its bid package a completed and signed STD 843 from each of the DVBE subcontractor(s) listed on the GSPD-05-105.

Failure to provide required DVBE information will result in the bid being rejected as non-responsive.. Bidders must include quotes from each DVBE subcontractor, on the subcontractor letterhead. The quote must at minimum include the following: 1) type of

services performed, or goods supplied 2) estimated hours, or quantity of goods 3) hourly rate, or unit price 4) total quote amount.

- 3) Please review the DVBE Program Requirements: https://www.dgs.ca.gov/-/media/Divisions/PD/OSDS/Certification/DVBE/DVBEProgramRequirements.pdf?la=en&has_h=FBCA257A3ED083F3DBB85ECEEB37013CBCF0545C
- 4) Additional references: <https://www.dgs.ca.gov/PD/Services/Page-Content/Procurement-Division-Services-List-Folder/Apply-for-or-Re-apply-as-Small-Business-Disabled-Veteran-Business-Enterprise>.

B. DVBE Incentive Program

- 1) The DVBE Incentive Program applies to this solicitation. It is separate from the DVBE Participation Program and was established in Military and Veterans Code Sections 999 et seq., and Title 2, California of Regulations, Sections 1896.99 (2 CCR Section 1896.99) et seq., to encourage bidders to partner with DVBE subcontractors. A dollar cap of \$100,000 is set for all combined incentives and preferences. The incentive is used only for evaluation purposes to arrive at the successful bidder and does not alter the amounts of the actual bid. Any responsive and responsible bidder with the confirmed DVBE participation per the Tables in paragraph 3) below is eligible to receive the incentive. Bidders who are not responsive and responsible regardless of the amount of DVBE participation are not eligible to receive the incentive.
- 2) Caltrans will apply an incentive to bids proposing the utilization of DGS-certified DVBE firms identified on the Bidder Declaration (GSPD-05-105). Information provided on the GSPD-05-105 shall be verified by Caltrans prior to the award of the Agreement. The incentive amount is equal to a percentage of the lowest responsive and responsible bid based on the amount of DVBE participation in the bid being evaluated per the Tables below.
- 3) Participation Table

Required 3% Participation

Verified DVBE Participation	DVBE Incentive Amount
5% or more	5%
4.5%-4.99%	4%
4.0%-4.49%	3%
3.5%-3.99%	2%
3.0%-3.49%	1%

- 4) When applying the DVBE Incentive, an NSB shall not displace an award to a DGS Certified Small Business.
- 5) Please review the DVBE Program Requirements: https://www.dgs.ca.gov/-/media/Divisions/PD/OSDS/Certification/DVBE/DVBEProgramRequirements.pdf?la=en&has_h=FBCA257A3ED083F3DBB85ECEEB37013CBCF0545C
- 6) Additional information: <https://www.dgs.ca.gov/PD/Services/Page-Content/Procurement-Division-Services-List-Folder/Apply-for-or-Re-apply-as-Small-Business-Disabled-Veteran-Business-Enterprise>.

BID PROPOSAL

ADM-1412 (REV. 9/2025)

Attachment 1

Contractor's Name (Please Print):					
Item Number	Estimated Quantity	Unit of Measure	Item	Unit Price (Price Per Unit of Measure)	Total (Estimated Quantity X Unit Price)
1	322	Per Acre	All labor, materials, supplies, tools, equipment, travel, disposal fees and incidentals necessary to provide vegetation management work as described in Exhibit A, Scope of Work (SOW) .	\$	\$
2	1,875	Hourly	All labor, materials, supplies, tools, equipment, travel, disposal fees and incidentals necessary to provide traffic control as described in Exhibit A, Scope of Work (SOW) .	\$	\$
3	219	Per Acre	All labor, materials, supplies, tools, equipment, travel, disposal fees and incidentals necessary to provide the application of pre- and post-emergent herbicides as described in Exhibit A, Scope of Work (SOW) .	\$	\$
4	110	Per Day	All labor, materials, supplies, tools, equipment, travel, fees , and incidentals necessary to provide Contractor supplied Biologist as described in Exhibit A, Scope of Work (SOW) .	\$	\$
1) The above quantities are estimates only and are given as a basis for comparison of bids. No guarantee is made or implied as to the exact quantity that will be needed. 2) In case of discrepancy between the unit price and the total set forth for a unit basis item, the unit price shall prevail. 3) Do not alter, modify, or change this bid proposal sheet. Any alterations, modifications, or changes to this bid proposal sheet will be grounds to reject the bid. 4) Each line item must be bid. Do not leave any unit price column blank or this bid proposal sheet will be deemed non-responsive.				Total This Proposal	\$

Attachment 2 Required Documents

The following documents should be submitted, or your bid may be considered non-responsive.

Do **not** submit **this checklist**, the **Proposed Form of Agreement**, company advertisements, brochures, informational pamphlets, or any other document unless specifically noted in the IFB Requirements and/or as listed below.

- ☐ Attachment 1 - Bid Proposal (ADM-1412)
- ☐ Bid/Bidder Certification Sheet (DOT ADM-1416) [Bid/Bidder Certification Sheet](#)
- ☐ Bidder Declaration (GSPD 05-105) [Bidder Declaration](#)
- ☐ Disabled Veteran Business Enterprise Declarations (STD 843) [DVBE Declarations](#)
- ☐ Quotes from SB Subcontractors (on SB's letterhead)
- ☐ Quotes from DVBE Subcontractors (on DVBE's letterhead)
- ☐ Copy of current and valid Motor Carrier Permit issued from the California Department of Motor Vehicles (DMV)
- ☐ California Civil Rights Laws Certification (DOT ADM-0076) [California Civil Rights Laws Certification](#)
- ☐ Darfur Contracting Act Certification (DOT ADM-0077) [Darfur Contracting Act Certification](#)
- ☐ Iran Contracting Act Certification (DOT ADM-0078) [Iran Contracting Act Certification](#)
- ☐ A current and valid **C-61/D-49 – Tree Service Contractor** or **C-49 Tree and Palm Contractor** license issued by the California Contractors State Licensing Board (CSLB)
- ☐ A current and valid **C-31 – Construction Zone Traffic Control Contractor** license issued by the California Contractors State Licensing Board (CSLB)
- ☐ A valid and current registration with the Department of Industrial Relations (DIR).
- ☐ DIR Verification that subcontractor is exempt from DIR registration (if applicable)

The following documents will be requested of the WINNING BIDDER at time of contract award; they are NOT required at time of bid submittal:

- ☐ Contractor Certification Clauses (CCC 04/2017) [Contractor Certification Clauses](#)
- ☐ Insurance (Requirements outlined in Proposed Form of Agreement, Exhibit E, Items 1 & 2)
- ☐ Payee Data Record (STD 204) [Payee Data Record](#)

Attachment 3
Proposed Form of Agreement

Note to Bidders: The following pages represent a sample of the Agreement that will be awarded, if any, from this **IFB**. Please review it carefully and present any questions in writing to the contact identified for this **IFB**. Do not return this Attachment with your bid.

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

10A2914

PURCHASING AUTHORITY NUMBER (If Applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

California Department of Transportation (Caltrans)

CONTRACTOR NAME

TBD

2. The term of this Agreement is:

START DATE

October 1, 2026 (estimate) or upon DGS approval, whichever is later

THROUGH END DATE

September 30, 2028 (estimate)

3. The maximum amount of this Agreement is:

\$TBD

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibits	Title	Pages
Exhibit A	Scope of Work	14
Exhibit B	Budget Detail and Payment Provisions	7
Exhibit C *	General Terms and Conditions (GTC 02/2025)	Online
Exhibit D	Special Terms and Conditions	8
Exhibit E	Additional Provisions	4
Attachment 1	Bid Proposal, ADM-1412 (attached upon award)	1
Attachment 2	Bidder Declaration,GSPD-05-105 (attached upon award)	2
Attachment 3	District 10 C3 Registered Professional Forester Prescriptions and Technical Guidance	11
Attachment 4	District 10 C3 Contractor Certifications and Supplied Personnel	21
Attachment 5	District 10 C3 Environmental Compliance	48
Attachment 6	Safety Meeting Report (PM-S-0110)	1

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

TBD

CONTRACTOR BUSINESS ADDRESS

CITY

STATE

ZIP

PRINTED NAME OF PERSON SIGNING

TITLE

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

10A2914

PURCHASING AUTHORITY NUMBER (If Applicable)

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

California Department of Transportation (Caltrans)

CONTRACTING AGENCY ADDRESS

1727 30th Street, MS 65

CITY

Sacramento

STATE

CA

ZIP

95816

PRINTED NAME OF PERSON SIGNING

TITLE

Contract Officer

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

Exhibit A
Commercial Services–State

Scope of Work

1. Contractor agrees to provide to the California Department of Transportation (Caltrans) Vegetation and Tree Removal Services, as described herein:

Contractor shall provide all labor, materials, supplies, tools, equipment, incidentals, travel, and disposal fees necessary to provide vegetative management services to Caltrans District 10 in Amador, and Mariposa counties.
2. The services shall be performed at the following locations in District 10 within Amador and Mariposa Counties:
 - A. Amador Couty
 - 1) State Route (SR) 88, Post Mile (PM) 15.5-16.5
 - 2) SR 88, PM 17.5-45.5
 - B. Mariposa County
 - 1) SR 49 PM 0.33- 2.5,
 - 2) SR 49 PM 4.5-5.5
 - 3) SR 49 PM 14.6-17.1.
3. Caltrans Contract Manager or Caltrans Environmental Staff shall also include their designee
4. This Agreement will commence on **October 1, 2026 (estimate)**, or upon approval by the Department of General Services (DGS), whichever is later, and no work shall begin before that time. This Agreement is of no effect unless approved by DGS. Contractor shall not receive payment for work performed prior to approval of the Agreement and before receipt of notice to proceed by Caltrans Contract Manager. This Agreement will expire on **September 30, 2028 (estimate)**. All work shall be performed during daylight hours. The specific times listed below are estimates only and may vary due to seasonal changes in daylight. The routine services shall be provided during business hours Monday through Friday, 7:00 a.m. to 3:30 p.m., excluding holidays. The non-routine services shall be provided on days and times specified by Caltrans Contract Manager and may take place outside the normal business hours of Monday through Friday, 7:00 a.m. to 5:00 p.m., and on State holidays. The parties may amend this Agreement as permitted by law.
5. This Agreement cites specific portions of the most current version of the Caltrans 2025 Standard Plans and Specifications (including revisions), herein collectively referred to as the "Standard Specifications". The Standard Specifications can be accessed via the Internet at: <https://dot.ca.gov/programs/design/ccs-standard-plans-and-standard-specifications>. Only the sections of the Standard Specifications cited in this Agreement are requirements and are hereby incorporated by this reference as if attached to this Agreement. All other portions of the Standards Specifications are not applicable to this Agreement.
6. All inquiries during the term of this Agreement will be directed to the project representatives listed below. Contractor shall provide advance written notice and receive advance written approval by Caltrans Contract Manager, without the necessity of an amendment, before changing the Project Manager noted below.

Exhibit A
Commercial Services–State

California Department of Transportation (Caltrans)	Contractor's Name TBD
Section/Unit: District 10/Maintenance	
Caltrans Contract Manager: TBD	Project Manager:
Address:	Address:
Business Phone Number:	Business Phone Number:
Email:	Email:

7. Project Objectives

- A. Removal of hazardous, dead, dying, and diseased trees
- B. The incidental benefit of reduction of wildfire ignition risk and roadside fuel loading
- C. Creation of defensible fuelbreaks to support safe ingress/egress for the public and emergency responders
- D. Implementation of mechanical and manual treatment, and herbicide application where applicable

8. Detailed Description of Work:

- A. All work shall be pre-approved by Caltrans Contract Manager and performed in accordance with the following:
 - 1) This **Exhibit A, Scope of Work**
 - 2) **Attachment 3: District 10 C3 Registered Professional Forester Prescriptions and Technical Guidance**
 - 3) **Attachment 4: District 10 C3 Contractor Certifications and Supplied Personnel**
 - 4) **Attachment 5: District 10 C3 Environmental Compliance**
- B. Contractor must follow mapped boundaries, environmentally sensitive areas, and restrictions as indicated in this Agreement. Caltrans Contract Manager has defined “work area boundaries” (WAB), Environmentally Sensitive Areas (ESAs), and “No Work Zones” in provided online maps or other Geographic Information System (GIS) products. Link: [District Fuel Reduction Contract #3 - Scoping Application](#).
Other contractor's links:
 - a) Dashcam Video of WABs: [D10 - Contract 03 \(10A2914\) - YouTube](#)
 - b) Mandatory training:
 - i. [Manual for Contractor Crew Survey123 20260408.pdf](#)
 - ii. [Instructions for Field Maps](#)
- C. All work must be approved by the Caltrans Contract Manager and comply with relevant standards and plans.
- D. Scheduling must be coordinated and approved in advance.
- E. Contractor must be qualified and licensed; failure to maintain licenses may result in contract termination.

Exhibit A
Commercial Services--State

- F. Site areas for staging and stockpiling are identified in GIS maps.
- G. Tree removal over 10-inch Diameter Breast Height (DBH) is restricted except as determined by an ISA-certified arborist.
- H. Minimize soil disturbance to the greatest extent possible.
- I. Burning, stump grinding, and mowing are prohibited.
- J. Contractor is responsible for all disposal activities and associated fees.
- K. This service contract shall not have any contract modifications or changes to bid quantities in the **Bid Proposal, Attachment 1**
- L. Staff qualifications and documentation shall be submitted and approved by Caltrans Contract Manager before work begins.
- M. Caltrans will determine traffic control needs; Contractor shall provide and coordinate traffic control as required.
- N. Vegetation management shall follow specified objectives and costs.
- O. Site monitoring and inspection may be performed by Caltrans and external regulators.
- P. All personnel require Worker Environmental Awareness Program (WEAP) training and approval before starting work.
- Q. Caltrans Contract Manager and Contractor shall agree upon a schedule prior to the start of work. The minimum crew size for tree removal shall be four (4) members. This cost shall be reflected in **line-item number one (1) of Attachment 1, Bid Proposal**.
- R. Contractor shall provide vegetation management to meet the purpose of the listed in **Section 7** above. Costs for services in this **Section 7, Description of Work**, shall be reflected in **line-item number one (1) of Attachment 1, Bid Proposal**.
 - 1) Contractor shall cut vegetation as close to soil surface as safely possible. No stump grinding is authorized. Contractor shall take before and after photos of all locations treated. These photos shall be included in all billing invoices to help verify tree removals that have taken place.
 - 2) Contractor shall prune trees and vegetation in accordance with the American National Standards Institute (ANSI) A300 Standards.
 - 3) The Contractor certifies that contractor's supplied personnel, including subcontractor's staff, meets or exceeds all qualifications specified in this Agreement; Shall remain assigned for the duration of the project unless otherwise approved in writing by Caltrans; Possesses the expertise necessary to ensure safe, compliant, and effective vegetation management operations.
 - 4) No bare-mineral soil shall be left exposed during any vegetation removal activities.
 - 5) Contractor shall not place any cut or chipped vegetation in culverts, ditch lines, streams, or any other drainage facility.
 - 6) Contractor shall not dispose of material by burning.
 - 7) Contractor shall provide equipment that must be in good operating condition without leaks or other mechanical defects.

Exhibit A
Commercial Services--State

- 8) This service contract shall not have any change orders or changes to bid quantities in **Attachment 1, Bid Proposal.**
- 9) Disposal activities including developing and drafting disposal sale agreements, and biomass plant agreements are the responsibility of Contractor. Disposal and agreement fees will be the responsibility of Contractor.
- 10) Contractor shall safely secure all cut and removed vegetation identified for disposal at pre-defined locations as identified in provided online maps or other GIS products. Disposal shall be in accordance with County Ag requirements.
- 11) Contractor shall inform Caltrans of trash, debris, and unsheltered resident encampments around the work areas and Caltrans will legally dispose of the trash, debris, and unsheltered resident encampments.
- 12) Contractor shall be solely responsible for supervision and care of Contractor's work crews assigned to work on Caltrans Right of Ways..
- 13) Contractor shall operate vehicles for the towing of portable toilets.
- 14) Contractor shall be in compliance with California Department of Public Health (CDPH) and Centers for Disease Control (CDC) guidelines and requirements for COVID-19.
- 15) Contractor shall be responsible for their crew's transportation to each of the reporting locations and/or the worksites. No parking of personal vehicles shall be allowed on the State's Highway Right of Ways.
- 16) Contractor shall report to Caltrans Contract Manager any inappropriate behavior on the part of their crew members or any personal injury or property damage arising out of work performed under this Agreement.
- 17) Upon notice by Caltrans Contract Manager, Contractor shall immediately investigate and report back on all incidents involving property damage, theft, or disruptive behavior. Contractor shall take appropriate action, including, but not limited to, removal of offending crew member from the job site.
- 18) At any time, Caltrans Contract Manager may request removal of any crew member from the job site for inappropriate conduct and Contractor shall immediately comply with such request.
- 19) Contractor shall provide, on a monthly basis, including but not limited to any invoices, registration of participation, weekly time record, and weekly production record to Caltrans Contract Manager. Contractor shall also keep a record of costs, for review, upon request by Caltrans Contract Manager..

9. Equipment

- A. Contractor shall supply each crew a fully functional vehicle with a rotating amber light to legally transport crew members and portable toilet/work trailer that is in safe operable condition at-all-times, as per the California Motor Vehicle Code.
- B. Contractor's crew vehicle shall have a first-aid kit onboard for minor injuries of Contractor's crew members.
- C. Contractor's crew vehicle shall have safety warning triangle reflector kit mounted onboard to use in case of emergencies.
- D. Contractor shall provide appropriate equipment, with respect to function and size, to perform the

Exhibit A
Commercial Services--State

work prescribed. It is Contractor's responsibility to use the equipment alternative or alternatives that will accomplish the work under the conditions encountered..

10. Safety

- A. Contractor shall have their own supervisor or crew leader to direct crew operations and safety procedures. Depending on the safety aspects of the work site, Caltrans personnel do not have to be at the worksite but shall be in the general geographic area to respond to emergencies. Caltrans will give daily pre-job technical instructions and safety information specific to the work location.
- B. Contractor shall agree to follow applicable safety guidelines within the Caltrans Safety Manual and any applicable regulation or standard issued by California Division of Occupational Safety and Health (Cal/OSHA). The following also applies for the term of this Agreement:
 - 1) Contractor shall submit their company's Injury and Illness Prevention Program (IIPP) to Caltrans Contract Manager. The Program shall conform to Cal/OSHA's California Code of Regulations (CCR) Title 8, Subchapter 7, General Industry Safety Orders (GISO) §3203, Injury and Illness Prevention Program and address common safety risks encountered in the workplace. The Program shall also include procedures for complying with the Cal/OSHA heat illness prevention standard.
 - 2) Crew leader shall be available by cell phone during normal work hours for technical instructions and emergencies.
 - 3) In the event that a crew member is injured on the job, Contractor shall be responsible for ensuring that the injured worker receives the appropriate level of medical care and transportation to a medical facility if necessary. Contractor shall be responsible for the administration and processing of any and all worker compensation claims due to any injuries incurred on the job. Contractor shall notify Caltrans Contract Manager within 24 hours or by the following workday of any injuries sustained while working under this Agreement.
 - 4) Contractor Crew Leader shall conduct quarterly safety meetings and provide documentation of such to Caltrans Contract Manager.
 - 5) Contractor Crew Leader shall conduct crew tailgate safety briefings every 10 working days that include hazards specific to work locations and include any applicable seasonal safety hazards.
 - 6) Daily Safety briefings (tailgate meetings) conducted by Contractor Crew Leader shall be documented on the **Safety Meeting Report (PM-S-0110), Attachment 6** or Contractor's equivalent form. Copies of daily safety briefings shall be submitted to Caltrans Contract Manager at location where crew is deployed.
- C. Caltrans and Contractor shall not allow Contractor's crew members to remove any unsheltered residents and their possessions. Contractor shall notify Caltrans Contract Manager **IMMEDIATELY** upon discovery of unsheltered resident encampment(s).
- D. Caltrans Contract Manager and Contractor shall ensure appropriate clothing and footwear is worn for the work being performed according to all guidelines for Personal Protective Equipment (PPE) contained in the Caltrans Safety Manual. Contractor's crew members are expected to report to work reasonably dressed to protect themselves from exposure to usual and/or predictable physical and environmental conditions found in the workplace.
- E. The following Caltrans-approved PPE shall be provided by Contractor:
 - 1) Orange Color Safety Hardhat (American National Standards Institute (ANSI) Z89.1 1997, Class G OR latest), No Caltrans (CT) Logo

Exhibit A
Commercial Services--State

- 2) Safety glasses (ANSI Z87.1-1989 compliant)
- 3) Puncture resistant gloves
- 4) Orange safety vests ANSI/International Safety Equipment Association (ISEA) Class III High Visibility - latest edition ANSI specification
- 5) Raingear if needed. Raingear must be ANSI/ISEA 107-2010 Class III compliant- (latest edition) OR ANSI/ISEA 107-2010 Class III compliant - (latest edition) warning garments **must be worn over** the raingear. During inclement weather Caltrans will investigate other work assignments away from roadside.

E. Traffic Control

- 1) Caltrans Contract Manager will determine if worksite conditions require signs, flags, or lane or shoulder closures. If signage, flags or lane or shoulder closures are appropriate for conditions, Contractor shall provide the required traffic control.
- 2) Traffic control for shoulder closures will be used when work is adjacent to a roadway or highway. It shall include all necessary signs, cones, equipment, and labor required for shoulder closures. This cost shall be reflected in line-item number two (2) of Attachment 1, Bid Proposal.
- 3) Single lane closures - Contractor shall supply all equipment, devices, labor personnel, materials, and tools for traffic control required. The unit rate is for single lane closures and off and on ramp closures. This cost shall be reflected in line-item number two (2) of Attachment 1, Bid Proposal.
- 4) All traffic control shall be coordinated through Caltrans Contract Manager. Contractor is responsible for submitting for any closures needed with the Traffic Management branch of Caltrans in Oakland. Contractor is responsible for providing 10-97 and 10-98 for requested and approved closures to Caltrans Traffic Management Branch in Oakland.
- 5) Traffic control shall consist of a minimum of four (4) person working crew minimum on a four (4) hour shifts. Each shift shall begin from mobilization and conclude upon removal of all signs, cones and/or equipment. This cost shall be reflected in **line-item number two (2) of Attachment 1, Bid Proposal**
- 6) A C24 (SHOULDER WORK AHEAD) sign mounted on a portable sign stand with flags, for each direction of traffic which may be affected by the operation, shall be required whenever Contractor is doing any work adjacent to the roadway. The sign(s) shall be placed where directed by Caltrans Contract Manager. The use of C24 sign(s) shall be reflected in **line-item number two (2) of Attachment 1, Bid Proposal**.
- 7) Whenever vehicles or equipment are parked on the shoulder within 1.8 m (6 ft.) of a traffic lane, the shoulder area shall be closed with 18-inch-high, reflective traffic cones placed along the edge of the pavement at 15 m (50 ft.) intervals to a point not less than 7.5 m (25 ft.) past the last vehicle or piece of equipment. Either a W21-5 (SHOULDER WORK), or W21-5bR (RIGHT SHOULDER CLOSED AHEAD), or C30A (SHOULDER CLOSED), sign shall be mounted on a portable sign stand with flags and placed 280' in advance of the work area. Cones shall be placed starting at the Shoulder Work sign and continuing beyond the work area. Signs shall be 48" x 48" in size and shall have an orange background with black lettering. Flags shall be 16" x 16" in size and orange in color. The use of such signs shall be reflected in **line-item number two (2) of Attachment 1, Bid Proposal**.

Exhibit A
Commercial Services–State

11) Vegetation Management Data Collection and Reporting

- A. Contractor shall be responsible for collecting and providing geospatial data and activity information for all areas where vegetation management activities are performed in designated Work Area Boundaries (WABs).
- B. Contractor shall record the quantity of vegetation residue generated, the unit of measure associated with each treatment activity type (e.g., tons, cubic yards, or other applicable units), and the final disposition of vegetation residue/activities (e.g., Biochar, chipping, landfill, or otherwise processed or disposed).
- C. Treatment Activity Areas
 - 1) Contractor shall map all polygon areas where vegetation management activities are conducted within each WAB. The mapping shall include accurate delineation of treated areas and meet described requirements.
 - 2) The preferred method is to collect polygon boundaries of management activities in the field using Global Positioning System (GPS)/Global Navigation Satellite System (GNSS) devices that meet minimum accuracy and formatting requirements. If field data collection is not feasible, Contractor shall notify Caltrans Contract Manager prior to or upon determining field data collection is not possible. This notice must include the explanation of the circumstances and a proposed plan for digitizing the polygons using aerial imagery, satellite data, or other reliable sources. The resulting polygons must be accurately located within the WAB and in compatible digital format
 - a) Vegetation Type Description

Contractor shall determine and record the primary broad vegetation type for the activity area within each WAB. Broad vegetation types include forest, grass/herbaceous, shrublands and chaparral, sparse, and wetland.
 - b) Treatment Activity Description

Contractor shall record the WAB Identification number and a detailed description of the type(s) of treatment applied.
 - c) Treatment Activity Quantity Completed

The quantity of fuels treated and unit of measure (Acres) per individual treatment activity completed within a WAB.
 - d) Activity Area Center Latitude

Vegetation management activity centroid latitude value in decimal degrees.
 - e) Activity Area Center Longitude

Vegetation management activity centroid longitude value in decimal degrees.
 - f) Coordinate Date

Date the latitude and longitude values were determined.
 - g) Collection Method

The method used to collect latitude and longitude values.
 - h) Activity Start Date

Contractor shall record the expected or actual beginning date.

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i) Activity End Date

Contractor shall record the expected or actual stop date for work.

j) Work Area Boundary Identification (WAB ID)

Contractor shall record and maintain records of the WAB ID for each vegetation treatment activity conducted, ensuring accurate and consistent tracking of treated areas.

k) Residue Quantity

If applicable, the amount in dry tons of biomass residues generated by the vegetation management activity.

l) Residue Fate

If applicable, the portion of residues, recorded as percentages, generated by the activity that were left on site, treated, or removed. Multiple entries are allowed, however, the reporting must total 100.

D. Pre- and Post Emergent Herbicide Application

Prior to treatment, Contractor shall consult with the applicable County Agricultural Commissioner regarding approved treatment and disposal methods.

- 1) Mastication or on-site chipping of invasive species is prohibited.
- 2) Refer to **Attachment 4, District 10 Environmental Compliance** for environmental compliance for chemical treatment.
- 3) Contractor shall consult with a licensed Pest Control Advisor issued by the California Department of Pesticide Regulation (CDPR).
- 4) Contractor shall possess a Qualified Applicator Certificate/License issued by the California Department of Pesticide Regulation (CDPR).
- 5) Contractor shall notify County Agricultural Commissioner prior to treatment.
- 6) Contractor shall submit a "Monthly Summary of Pesticide Use Reports" within 10 days of the following month
- 7) Clean tools, boots, and vehicles routinely to prevent invasive species spread.

E. Tree Treatment/Removal:

Contractor shall be responsible for collecting and providing GIS data for all trees treated or removed within each designated work area boundary. This data must include accurate spatial locations and required attribute information as specified by contract.

1) Tree Height

Height of tree in US feet

2) Tree Genus

Name of the taxonomic group of closely related species.

3) Tree Species

Identifies the specific tree within the genus.\

4) Tree Common Name

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Refers to the everyday or vernacular name to identify tree.

5) Diameter Breast Height (DBH)

The diameter of the tree's trunk measure at a height of 4.5 feet (1.37 meters) above the ground level, recorded in inches. Measurement taken at the point on the trunk where diameter is most consistent.

6) Latitude

Latitude value in decimal degrees

7) Longitude

Longitude value in decimal degrees

8) Coordinate Date

Date the latitude and longitude values were determined.

9) Collection Method

The method used to collect the latitude and longitude values.

- a) Survey - Values collecting through a field survey conducted by or supervised by a Professional Land Surveyor
- b) Mobile - Values collected in the field using a handheld device.
- c) Digitized - Values derived by selecting points on an orthophoto, LRS tool, or another base map.

10) Type(s) of treatment applied to each tree or if tree is removed.

11) Broad Vegetation Type Description

Contractor shall determine and record the primary broad vegetation type for the activity area. Broad vegetation types include forest, grass/herbaceous, shrublands and chaparral, sparse, and wetland.

12) Work Area Boundary Identification (WAB ID)

Contractor shall record and maintain records of the WAB ID for each vegetation treatment activity conducted, ensuring accurate and consistent tracking of treated areas.

13) Activity Start Date

Contractor shall record the expected or actual beginning date.

14) Activity End Date

Contractor shall record the expected or actual stop date for work.

F. Biologist

- 1) Contractor shall provide one (1) Caltrans-Approved Biologist for the duration of the Contract. The Biologist is responsible for ensuring that all project activities comply with **District 10 Environmental Compliance** (refer to **Attachment 4: District 10 Environmental Compliance**).
- 2) The Biologist shall interpret environmental requirements, biological constraints, and regulatory protections and translate them into enforceable field measures to avoid, minimize, or mitigate impacts to sensitive biological resources.

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- 3) The Biologist shall be present on-site during work activities, during sensitive operations, and as otherwise required to ensure compliance with biological resource protection measures, including Daily Clearance Inspections and monitoring of active work areas.
- 4) The Biologist shall have the authority to stop or modify work in coordination with the Foreman when necessary to prevent impacts to sensitive biological resources, including special-status species, nesting birds, aquatic habitats, and wildlife nursery sites.

G. Reporting Requirements

1) Frequency of Reporting

Contractor shall submit the collected data on a weekly basis, or as otherwise specified by VMP Lead/Caltrans Contract Manager.

2) Data Format

Contractor shall submit all data in a format acceptable to Caltrans. Preferred formats include Environmental Systems Research Institute (ESRI) File Geodatabase (.gdb). Other acceptable file formats include shapefiles, KML/KMZ files, CAD files (.dwg, .dxf, .dgn) with defined coordinate locations, LAS files (.las), downloadable web-based GIS services, or electronic spreadsheets such as Excel, dBase, or comma-separated values (.csv). Alternative formats may be accepted if agreed upon by Caltrans. Contractor shall also provide a plan detailing how they will meet the reporting requirements, including the file formats and methods they intend to use to ensure compliance.

3) Accuracy and Verification

Contractor shall ensure the accuracy of all data collected and reported. Caltrans reserves the right to verify the data through audits or field inspections. Any discrepancies found shall be corrected by Contractor at no additional cost.

Coordinate values are used to reference the physical locations of projects, assets, and other points of interest relative to a reference system (datum). Caltrans typically collects, stores, and uses the data as follows:

- a) Field: Point positions may be collected using field methods from smartphones and hand-held GPS devices to survey-grade devices and procedures.
- b) Digitization: Coordinates are collected by loading an appropriate base map or image into a GIS or similar application and selecting specific locations.

Latitude and longitude measurements shall be recorded in decimal degrees with at least (5) decimal degree places and referenced to North American Datum 1983 (EPSG 4269).

4) Approved Equipment for Field Data Collection

- 5) All Equipment used must be maintained in good working order, calibrated as necessary, and capable of meeting the accuracy and functionality requirements of this contract. Substitutions or deviations must be approved by Caltrans [Contract Manager] in writing prior to deployment.
- 6) GPS/GNSS Devices: Equipment capable of achieving a minimum horizontal positional accuracy of three (3) feet, such as GNSS receivers with real-time correction capabilities.
- 7) Mapping Tools: Devices or applications that integrate with GPS/GNSS technology for recording and delineating polygon boundaries, such as handheld mapping units, rugged tablets, or preferred mobile GIS software.

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Backup and Redundancy: Contractor shall ensure access to backup equipment to prevent delays in data collection due to device malfunction or failure

12. Definitions and Schema

A. Schema for Trees

Schema for data collection of activities performed on trees. To be collected in a GIS in point feature format.

B. Schema For All Other Vegetation Other Than Trees

Schema for data collection of all activities other than on trees. To be collected in a GIS in polygon feature format.

Field Name	Description
Activity_Description	The practice used to achieve management objectives. See below for activity (prescription options)
Activity_UOM	The units used to measure and quantify the activity accomplished. Default value: Each.
Activity_Quantity	The planned quantity of an activity when it reaches completion.
Activity_Status	The current status of the activity.
Broad_Vegetation_Type	Identify the primary broad vegetation type for the activity area.
Residue_Quantity	If applicable, enter the amount in bone dry tons of biomass residues (activity fuels) generated by the activity.
Residue_Fate	If applicable, enter the portion of residues (activity fuels) generated by the activity that were left on site, treated, or removed. Multiple entries allowed; must total 100.
Activity_Start_Date	Expected or actual beginning date.
Activity_End_Date	Expected or actual stop date for work.
WAB_ID	An identifier field formed from the concatenated values of Caltrans District, Begin County, route name, reference postmile, and route direction. Values are taken from the Work Area Boundary feature class and are separated by hyphens.
Highway_ID	An identifier field formed from the concatenated values of Caltrans District, Begin County, and Route Name.

13. Contractor Responsibilities

- A. Contractor shall ensure that only qualified and competent employee(s) are permitted on the job site and that the work shall be safely performed by the highest industry standards, in the sole opinion of

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Caltrans Contract Manager. Contractor shall take all the necessary precautions to prevent injury or hazard to Caltrans employee(s), invitee(s) and/or the general public.

- B. Contractor shall conduct its operation in such a manner as to avoid injury or damage to the property of Caltrans or any adjacent property.
- C. Contractor shall avoid causing unreasonable inconvenience (in the sole opinion of Caltrans Contract Manager) to any person(s) doing business on Caltrans property. In the event Contractor's operation creates a condition hazardous to Caltrans property, its occupants, or the general public, Contractor shall provide warning signs alerting to any dangerous conditions at Contractor's own expense and without cost to Caltrans.
- D. No hazardous materials or waste shall be handled by Contractor. Contractor shall notify Caltrans Contract Manager of any hazardous materials immediately upon discovery.
- E. Contractor shall coordinate work-related matters and Contractor's operations under this Agreement.
- F. In addition to other responsibilities described in this Agreement, Contractor shall be responsible for all matters related to Contractor's personnel including, but not limited to, the following:
 - 1) Ensure deliverables meet the criteria established by the Agreement.
 - 2) Supervise, review, monitor, train, and direct Contractor's personnel.
 - 3) Include Caltrans Contract Manager in written communications to other Caltrans personnel for any clarification on the Scope of Work.
 - 4) Assign qualified personnel to complete the required work, as specified, on an "as-needed" basis in coordination with Caltrans Contract Manager.
 - 5) Administer personnel actions for Contractor personnel.
 - 6) Implement and maintain quality control procedures to ensure product and service accuracy.
 - 7) Ensure all applicable safety measures are in place.
 - 8) Provide invoices in a timely manner. Last field working day shall be no later than two weeks before the end of the contract dates. All final invoices shall be submitted to Caltrans Contract Manager before the end of contract date.
 - 9) Review invoices for accuracy and completion before billing to Caltrans.
 - 10) Manage Subcontractors.
 - 11) Monitor and maintain required DVBE participation, if applicable.
 - 12) Ensure the schedules, deliverables and the deliverables' requirements set forth in the Agreement are satisfied.
 - 13) Ensure compliance with the provisions in this Agreement and all specific work requirements.

14. Damages to State Property

- A. In the event that any Caltrans property is damaged as a result of the actions of Contractor, or its employees, Contractor shall repair, at its sole expense, the damage which has occurred as a direct result of Contractor, or its employees.
- B. Repair efforts shall be performed in a manner which ensures all warranties are maintained for any products that are damaged.
- C. Repair efforts shall include the full costs for all required labor and materials. If the repair must be

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completed by an outside entity, Caltrans Contract Manager will approve of who shall be hired to complete the work.

15. Code of Conduct

- A. It shall be the duty of Contractor and its staff to read and adhere to Caltrans policies and directives, available to Caltrans staff including, but not limited to the most current version of Director's Policy (DP) 3-Health and Safety, DP 18-Workplace Violence Prevention, Deputy Directive (DD) 8-Drug Free Workplace, DD 22-Weapons Prohibited on or in Caltrans Buildings and Caltrans Property, and DD 49-Sexual Harassment Prevention.
- B. Contractor and its employees shall be aware that they are working on Caltrans property and be courteous and respectful at all times. Contractor and its employees shall refrain from using loud voices, inappropriate language, and shall conduct themselves in a professional manner at all times.
- C. Public safety and convenience are to be considered at all times. If any person employed by Contractor appears, to Caltrans Contract Manager, to be incompetent or to act in a disorderly, unsafe, or improper manner, that person shall be removed from the premises immediately and shall no longer be employed on this Caltrans Agreement, unless agreed in advance by Caltrans Contract Manager.

16. Final Clean Up

- A. Contractor shall leave the work site in a neat and clean condition. Contractor shall clean and keep the area in an orderly, safe, and clean condition including, but not limited to, spills and smudges. If work site is not left in a clean and orderly condition, Contractor shall be called back to correct the condition at no extra charge to Caltrans.
- B. Contractor shall own and assume all responsibility for cut vegetation, debris, and similar materials arising from or produced by the work performed under this Agreement unless directed otherwise by Caltrans Contract Manager. Contractor shall haul away and legally discard any materials or debris caused by its work actions from the job site.
- C. Contractor's bid shall include the cost to dispose of or recycle the removed materials and Contractor shall be responsible for such disposal and recycling costs.
- D. No hazardous materials or waste shall be removed or handled by Contractor. Contractor shall notify Caltrans Contract Manager of any hazardous materials or waste immediately upon discovery and shall stop work until the hazardous waste is removed from the worksite location by Caltrans.

17. Inspection and Acceptance for Payment

- A. It shall be the responsibility of Contractor to notify Caltrans Contract Manager that the work is complete and ready for inspection. Work is subject to inspection and acceptance by Caltrans Contract Manager.
- B. Caltrans Contract Manager will have the ultimate responsibility and authority to determine whether Contractor's satisfied Contractor's duties and obligations under the Agreement, including specifically whether Contractor delivered all work product and deliverables and whether Contractor's work product and deliverables satisfied all of the applicable Agreement requirements (including acceptance criteria or tests).
- C. Approval of work constitutes approval for payment and not transference or termination of Contractor's responsibility to perform work in accordance with the terms of the Agreement, and any work that needs corrections shall be at Contractor's sole cost and expense in a timely manner.
- D. Regardless of any prior inspections and acceptances of work during the term of this Agreement, all

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work is subject to final inspection and approval by Caltrans Contract Manager.

- E. Failure to complete work, as required by this Agreement, shall be considered grounds for termination of this Agreement for default, per **Exhibit D, Termination**.

18. Waste Disposal

Prior to the commencement of waste disposal, Contractor must adhere to the provisions highlighted in Senate Bill 1383 (Lara) of 2016 Title 14, CCR, General Provisions section 18981.2, Public Resources Code sections 42652 et. Seq.

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Budget Detail and Payment Provisions

1. Invoicing and Payment

- A. For services satisfactorily rendered and approved by Caltrans Contract Manager, and upon receipt and approval of the invoices, Caltrans agrees to compensate Contractor in accordance with **Attachment 1, Bid Proposal** and this **Exhibit B**. Incomplete or disputed invoices shall be returned to Contractor, unpaid, for correction.
- B. Invoices shall be itemized in accordance with **Attachment 1, Bid Proposal** and shall be signed and submitted in triplicate not more frequently than monthly in arrears of the service.
- C. Each invoice shall include:
 - 1) Agreement Number **10A2914**
 - 2) Dates of Service
 - 3) Location of Service
 - 4) Description of Work Performed
- D. Each invoice shall be submitted in triplicate to:

California Department of Transportation (Caltrans)
District 04/Maintenance
Attention: TBD
Street Address/PO Box
City, CA Zip Code
- E. Contractor shall submit a certified copy of all payroll records for verification by Caltrans Contract Manager with each invoice. Delinquent or inadequate certified payrolls or other required documents will result in the withholding of payment until such documents are submitted by Contractor.

2. Budget Contingency Clause

- A. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of congressional or legislative appropriation of funds, for the mutual benefit of both parties in order to avoid program and fiscal delays that would occur if the Agreement were executed after that determination was made.
- B. This Agreement is valid and enforceable only if sufficient funds are made available to the State of California by the United States Government or the California State Legislature for the purpose of this program. In addition, this Agreement is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress or the State Legislature that may affect the provisions, terms, or funding of this Agreement in any manner.
- C. It is mutually agreed that if Congress or State Legislature does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.
- D. Pursuant to Government Code Section 927.13, no late payment penalty shall accrue during any time period for which there is no Budget Act in effect, nor on any payment or

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refund that is the result of a federally-mandated program or that is directly dependent upon the receipt of federal funds by a State agency.

- E. Caltrans has the option to terminate the Agreement under the 30-day termination clause or to amend the Agreement to reflect any reduction of funds.

3. Prompt Payment Clause

- A. Payment will be made in accordance with, and within the time specified in, Government Code, Chapter 4.5, commencing with Section 927.
- B. Any subcontract entered into as a result of this Agreement shall contain all the provisions of this clause.

4. Cost Limitation

- A. Total amount of this Agreement shall not exceed **\$TBD**.
- B. It is understood and agreed that this total is an estimate and that Caltrans will pay only for those services actually rendered as authorized by Caltrans Contract Manager up to the total amount set forth in **Section A**, above.

5. Excise Tax

State of California is exempt from Federal excise taxes, and no payment will be made for any taxes levied on employees' wages. Caltrans will pay for any applicable State or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Agreement. Caltrans may pay any applicable sales and use tax imposed by another state.

6. Costs Included in Bid Rates

- A. The cost of employer payments to or on behalf of employees, subsistence, travel, compensation insurance premiums, unemployment contributions, social security taxes, Agreement bond premiums, and any other taxes or assessments **including sales and use taxes** required by law or otherwise shall be included in the Agreement rates and no additional allowance will be made thereof, unless separate payment provision should specifically so provide.
- B. Contractors shall make travel and subsistence payments to each worker in compliance with Labor Code Sections 1773.1 and 1773.9. Travel and subsistence requirements are available on the Department of Industrial Relations website at <https://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>.

7. Cost Principles

- A. Contractor agrees that the Contract Cost Principles and Procedures in 48 Code of Federal Regulations (CFR), Part 31, and the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, in 2 CFR, Part 200, shall be used to determine the allowable individual items of cost.
- B. Any costs for which payment has been made to Contractor that are determined by subsequent audit to be unallowable under 48 CFR Part 31 or 2 CFR Part 200 are subject to repayment by Contractor to Caltrans.
- C. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this clause.

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8. Payroll Records

- A. Contractor and each Subcontractor shall comply with the following provisions. Contractor shall be responsible for compliance by their Subcontractors.
- 1) Each Contractor and Subcontractor shall keep accurate payroll records and supporting documents as mandated by Labor Code Section 1776 and as defined in Section 16000 of Title 8 of the California Code of Regulations, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by Contractor or Subcontractor in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:
 - a) The information contained in the payroll record is true and correct.
 - b) The employer has complied with the requirements of Labor Code Sections 1771, 1811, and 1815 for any work performed by its employees on the public works project.
 - 2) The payroll records, enumerated under **paragraph 1** above, shall be certified. The certified payrolls and records related to employee wages, fringe benefits, payroll tax, and deductions shall be available for inspection and copying by Caltrans representative at all reasonable hours at Contractor's principal office. Certified payrolls shall be made available as follows:
 - a) A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or the employee's authorized representative on request.
 - b) A certified copy of all payroll records enumerated in **paragraph 1** above, shall be made available for inspection or furnished upon request to a representative of Caltrans and the Department of Industrial Relations Division (DIR) of Labor Standards Enforcement and Division of Apprenticeship Standards. Certified payrolls submitted to Caltrans and the Department of Industrial Relations, Division of Labor Standards Enforcement, and Division of Apprenticeship Standards shall not be altered or obliterated by contractor.
 - c) The public shall not be given access to certified payroll records by Contractor. Contractor is required to forward any requests for certified payrolls to Caltrans Contract Manager by both email and a hard copy sent by regular mail on the business day following receipt of request.
 - d) Each Contractor shall submit a certified copy of the records enumerated in **paragraph 1**, above, to the entity that requested the records within 10 days after receipt of a written request.
 - e) Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by Caltrans shall be marked or obliterated in such a manner as to prevent disclosure of each individual's name, address, and social security number. The name and address of Contractor awarded the Agreement or performing the Agreement shall not be marked or

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obliterated.

- f) Contractor shall inform Caltrans of the location of the records enumerated under **paragraph 1**, above, including the street address, city, and county, and shall, within five (5) working days, provide a notice of a change of location and address.
 - g) Contractor or Subcontractor shall have 10 days in which to comply subsequent to receipt of written notice requesting the records enumerated in **paragraph 1**, above. In the event Contractor or Subcontractor fails to comply within the 10-day period, it shall, as a penalty to Caltrans, forfeit one hundred dollars (\$100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Such penalties shall be withheld by Caltrans from payments then due. Contractor is not subject to a penalty assessment pursuant to this section due to the failure of a Subcontractor to comply with this section.
- B. The penalties specified in **paragraph g** above, for noncompliance with the provisions of said Labor Code Section 1776, will be deducted from any monies due or which may become due to Contractor. Penalties assessed for failure to submit certified payrolls are forfeitures and not retentions that will be returned to Contractor.
- C. Payrolls shall contain the full name, address, and social security number of each employee, the correct work classification (including apprentices, if applicable), rate of pay, daily and weekly number of hours worked, itemized deductions made, and actual wages paid. The payroll shall be accompanied by a "Statement of Compliance" signed by the employer or employer's agent indicating that the payrolls are correct and complete and that the wage rates contained therein are not less than those required by the Agreement. The "Statement of Compliance" shall be on forms furnished by Caltrans or on any form with identical wording. Any payroll that does not include the required "Statement of Compliance" will be deemed inadequate and unacceptable. Contractor shall be responsible for the submission of copies of payrolls of all Subcontractors.
- D. Contractor and each Subcontractor shall preserve their payroll records for a period of three (3) years from the date of completion of the Agreement.
- E. Contractor shall submit a certified copy of all payroll records for verification by Caltrans Contract Manager and/or designee with each invoice. When progress payments are called for, Contractor shall submit a certified copy of all payroll records for verification for the work completed to date with each invoice. Delinquent or inadequate certified payrolls or other required documents will result in the withholding of payment until such documents are submitted by Contractor.
- F. Contractor shall pay any employee actually engaged in the moving and handling of goods being relocated under this Agreement no less than the prevailing wage rate.
- G. Any subcontract entered into as a result of this Agreement shall contain all the provisions of this clause.

9. Penalty

- A. Contractor and any Subcontractor under Contractor shall comply with Labor Code Sections 1774 and 1775. In accordance with said Labor Code Section 1775, Contractor shall forfeit, as a penalty to Caltrans, not more than two hundred dollars (\$200) for each

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calendar day, or portion thereof, for each worker paid less than the prevailing rates for such work or craft in which such worker is employed for any public work done under the Agreement by them, or by any Subcontractor under them, in violation of the provisions of the Labor Code and, in particular, Labor Code Sections 1775 to 1780, inclusively.

- B. The amount of this forfeiture shall be determined by Labor Commissioner and shall be based on consideration of mistake, inadvertence, or neglect of Contractor or Subcontractor in failing to pay the correct rate of prevailing wages, or the previous record of Contractor or Subcontractor in meeting its prevailing wage obligations, or a Contractor's willful failure to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rate of prevailing wages is not excusable if Contractor or Subcontractor had knowledge of the obligations under the Labor Code. Any Contractor that executes and receives a copy of this Agreement is deemed to have knowledge of its obligations regarding the Labor Code's prevailing wage requirements. In addition to the penalty and pursuant to Labor Code Section 1775, the difference between the prevailing wage rates and the amount paid to each worker for each calendar day, or portion thereof, for which each worker was paid less than the prevailing wage rate shall be paid to each worker by Contractor or Subcontractor.
- C. If a worker employed by a Subcontractor on a public works project is not paid general prevailing per diem wages by Subcontractor, Prime Contractor of project is not liable for any penalties described above unless Prime Contractor had knowledge of that failure of Subcontractor to pay the specified prevailing rate of wages to those workers or unless Prime Contractor fails to comply with all the following requirements:
 - 1) Agreement executed between Contractor and Subcontractor for performance of work on public works project shall include a copy of provisions of Labor Code Sections 1771, 1775, 1776, 1777.5, 1813, and 1815.
 - 2) Contractor shall monitor the payment of the specified general prevailing rate of per diem wages by Subcontractor to the employees by periodic review of the certified payroll records of Subcontractor.
 - 3) Upon becoming aware of the failure of Subcontractor to pay their workers the specific prevailing rate of wage, Contractor shall diligently take corrective action to halt or rectify the failure, including, but not limited to, retaining sufficient funds due Subcontractor for work performed on the public works project.
 - 4) Prior to making final payment to Subcontractor for work performed on public works project, Contractor shall obtain an affidavit signed under penalty of perjury for Subcontractor that Subcontractor has paid the specified general prevailing rate of per diem wages to its employees on public works project and any amounts due pursuant to Labor Code Section 1813.
- D. Pursuant to Labor Code Section 1775, Caltrans shall notify Contractor on a public works project within 15 days of receipt of a complaint that a Subcontractor has failed to pay workers the general prevailing rate of per diem wages.
- E. If Caltrans determines that employees of a Subcontractor were not paid the general prevailing rate of per diem wages and if Caltrans did not retain sufficient money under the Agreement to pay those employees the balance of wages owed under the general prevailing rate of per diem wages, Contractor shall withhold an amount of moneys due to

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Subcontractor sufficient to pay those employees the general prevailing rate of per diem wages, if requested by Caltrans.

- F. Any subcontract entered into as a result of this Agreement shall contain all the provisions of this clause.

10. State General Prevailing Wage Rates

- A. Contractor agrees to comply with all applicable provisions of the Labor Code, including those provisions requiring the payment of not less than the general prevailing rate of wages. Contractor further agrees to the penalties and forfeitures provided in said Code in the event a violation of any of the provisions occurs in the execution of this Agreement.
- B. Pursuant to Labor Code Section 1771.5, not less than the general prevailing wage rate of per diem wages and the general prevailing rate of per diem wages for holiday and overtime work for work of a similar character in the county in which the work is to be performed shall be paid to all workers employed on this Agreement, if this Agreement is for:
- 1) More than \$25,000 for public works construction; or
 - 2) More than \$15,000 for the alteration, demolition, installation, repair, or maintenance of public works.
- C. Any subcontract entered into as a result of this Agreement shall contain all the provisions of this clause.

11. State Prevailing Wage Rate Determinations

- A. The General Prevailing Wage Rate Determinations applicable to the project are available and on file with the Caltrans Regional/District Labor Compliance Office. These wage rate determinations are made a specific part of this Agreement by reference pursuant to Labor Code Section 1773.2. Any special wage rate determinations applicable to this project are attached.
- B. General Prevailing Wage Rate Determinations applicable to this project may also be obtained from the DIR website at:
<https://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>.
- C. After award of the Agreement, and prior to commencing work, all applicable General Prevailing Wage Rate Determinations are to be obtained by Contractor from DIR. These wage rate determinations are to be posted by Contractor at the job site in accordance with Labor Code Section 1773.2.
- D. After award of the Agreement, questions pertaining to predetermined wage rates should be directed to the Caltrans Labor Compliance Office:

Caltrans Headquarters Labor Compliance Office
1120 N Street, MS-44
Sacramento, CA 95814
Email: labor.compliance@dot.ca.gov

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12. Employment of Apprentices

- A. Where the prime contract is \$30,000 or more, Contractor and any Subcontractors under them shall comply with all applicable requirements of Labor Code Sections 1777.5, 1777.6, and 1777.7 in the employment of apprentices.
- B. Contractors and Subcontractors are required to comply with all Labor Code requirements regarding the employment of apprentices, including mandatory ratios of journey level to apprentice workers. Prior to commencement of work, Contractors and Subcontractors are advised to contact the State Division of Apprenticeship Standards, PO Box 420603, San Francisco, California 94142-0603, or one of its branch offices, for additional information regarding the employment of apprentices and for the specific journey-to-apprentice ratios for the Agreement work. Prime Contractor is responsible for all Subcontractors' compliance with these requirements. Penalties for failure to comply with apprenticeship requirements are specified in Labor Code Section 1777.7.
- C. Any subcontract entered into as a result of this Agreement shall contain all the provisions of this clause.

Exhibit D
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Special Terms and Conditions

1. Settlement of Disputes

- A. Any dispute concerning a question of fact arising under this Agreement that is not disposed of by agreement shall be decided by Caltrans Contract Officer, who may consider any written or verbal evidence submitted by Contractor. The decision of the Caltrans Contract Officer, issued in writing, shall be Caltrans' final decision on the dispute.
- B. Neither the pendency of a dispute nor its consideration by Caltrans Contract Officer will excuse Contractor from full and timely performance in accordance with the terms of the Agreement.
- C. The final decision by Caltrans Contract Officer does not preclude subsequent litigation of the dispute in a court of competent jurisdiction.

2. Termination

- A. If, after award and execution of the Agreement, Contractor's performance is unsatisfactory, the Agreement may be terminated immediately for default. Additionally, Contractor may be liable to Caltrans for damages, including the difference between Contractor's original bid price and the actual cost of performing the work by another Contractor. Default is defined as Contractor failing to perform services required by the Agreement in a satisfactory manner.
- B. Caltrans reserves the right to terminate this Agreement for any or no cause upon 30 days written notice to Contractor. Upon such termination, no compensation shall be due or payable to Contractor except for compensation earned through the date of termination.
- C. The State may terminate this Agreement immediately for good cause. The term "good cause" may be defined as "impossibility of performance" or "frustration of purpose", but does not include material breach, default, or termination without cause. In this instance, the Agreement termination shall be effective as of the date indicated on the State's notification to Contractor.
- D. In the event that the total Agreement amount is expended prior to expiration date, Caltrans may, at its discretion, terminate this Agreement with 30-day notice to Contractor.

3. Retention of Records/Audits

- A. For the purpose of determining compliance with Government Code Section 8546.7, Contractor and Subcontractors shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of the Agreement, including but not limited to, the costs of administering the Agreement. All parties shall make such materials available at their respective offices at all reasonable times during the Agreement period and for three years from the date of final payment under the Agreement. The State, the State Auditor, Federal Highway Administration, or any duly authorized representative of the Federal government having jurisdiction under Federal laws or regulations (including the basis of Federal funding in whole or in part) shall have access to any books, records, and documents of Contractor that are pertinent to the Agreement for audits, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.
- B. Any subcontract entered into as a result of this Agreement shall contain all the provisions of this clause.

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Commercial Services--State

4. Subcontractors

- A. Nothing contained in this Agreement or otherwise, shall create any contractual relation between Caltrans and any Subcontractors, and no subcontract shall relieve Contractor of its responsibilities and obligations hereunder. Contractor agrees to be as fully responsible to Caltrans for the acts and omissions of its Subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by Contractor. Contractor's obligation to pay its Subcontractors is an independent obligation from the State's obligation to make payments to Contractor.
- B. Contractor shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted, except for Subcontractors listed on **Attachment 2, Bidder Declaration (GSPD-05-105)**.
- C. Any substitution of Subcontractors must be approved in writing by Caltrans Contract Manager in advance of assigning work to a substitute Subcontractor.

5. Payment to Subcontractor

- A. Contractor shall pay its Subcontractors within seven (7) calendar days from receipt of each payment made to Contractor by the State.
- B. Contractor shall return all moneys withheld in retention from a Subcontractor within 30 days after receiving payment for work satisfactorily completed, even if other Agreement work is not completed and has not been accepted in conformance with the terms of the Agreement. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to Contractor or Subcontractor in the event of a dispute involving late payment or non-payment to Contractor or deficient subcontract performance or noncompliance by a Subcontractor.

6. Reporting Disabled Veteran Business Enterprise (DVBE) Utilization

- A. If this Agreement requires DVBE participation, it is the responsibility of Contractor to track DVBE participation requirement progress and Contractor must report the actual amount paid to certified Subcontractors. Contractors must comply with Government Code Section 14841 and Military and Veterans Code Sections 999.5(d) and 999.7 by reporting the actual utilization of certified Subcontractor(s) during the performance of this Agreement. Contractor shall prepare and submit the Report of Utilization of Small/Micro Business and Disabled Veteran Business Enterprise State Funded Contracts Only (DOT ADM-3059) (<https://forms.dot.ca.gov/v2Forms/servlet/FormRenderer?frmid=DOTADM3059>) to Caltrans Contract Manager with each invoice.
- B. If Contractor fails to submit DOT ADM-3059 with final invoice, Caltrans Contract Manager shall withhold \$10,000, or full payment if it is less than \$10,000, from final payment on Agreement until Caltrans Contract Manager receives a complete and satisfactory DOT ADM-3059. Caltrans Contract Manager shall notify Contractor by email that Contractor must submit a complete and satisfactory DOT ADM-3059 within 30 days from the date of the notice. If Contractor fails to fully complete and submit the DOT ADM-3059 within this 30-day period, Caltrans shall permanently withhold payment of final invoice.

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- C. Upon Caltrans Contract Manager's request, Contractor shall provide proof of payment for the work performed by DVBE subcontractor(s).

7. Reporting Small Business/Micro Business (SB/MB) Utilization

If SB/MB Subcontractor participation is a requirement of this Agreement, Contractor must report the actual amount paid to certified Subcontractors. Contractor must comply with Government Code Section 14841 by reporting the actual utilization of certified Subcontractor(s) during the performance of this Agreement. Contractor shall prepare and submit the Report of Utilization of Small/Micro Business and Disabled Veteran Business Enterprise State Funded Contracts Only (DOT ADM-3059) (<https://forms.dot.ca.gov/v2Forms/servlet/FormRenderer?frmid=DOTADM3059>) to Caltrans Contract Manager with each invoice.

8. DVBE Participation (Required)

- A. Contractor has complied with the requirements of Public Contract Code Section 10115 et seq. DVBE participation requirements achieved are expressed as a percentage of the estimated dollar value of this Agreement and are identified on **Attachment 2, Bidder Declaration (GSPD-05-105)**.
- B. The following participation requirements are Contractor's commitment set forth in this Agreement based upon the estimated total dollar amount to be expended.*

TBD% of work for DVBE(s).

*If this Agreement is amended and the additional work can be included in the sub-contracted work, the participation requirement may be amended to reflect this change. A revised **Bidder Declaration (GSPD-05-105)** must be attached to and made a part of the amended Agreement.

9. Substitutions of DVBEs

DVBE subcontractors shall be used per the California Code of Regulations, Title 2, Section 1896.70 unless a substitution is approved in writing by the DGS, Office of Small Business and Disabled Veteran Business Enterprise (OSDS). A DVBE subcontractor shall be replaced by another DVBE to perform the work originally stated. The substitution shall maintain, at minimum, the level of participation required, as stated in the bid.

- A. Contractor shall simultaneously notify the DVBE and Caltrans Contract Manager of the intended substitution. The written notice shall contain the reasons for the substitution and be sent by certified mail. Contractor shall submit the following to Caltrans Contract Manager:
- 1) A copy of the written notice issued to the DVBE with proof of delivery. In the absence of proof of delivery, provide the certified mail receipts.
 - 2) A copy of the DVBE's consent or opposition to the substitution. In the absence of the consent or opposition, provide the returned and unopened certified mail.
 - 3) The name and supplier number of the business being substituted and the name and supplier number of the proposed replacement. If a DVBE cannot be identified as a replacement, Contractor shall document the absence of DVBEs. This documentation shall include, but is not limited to:

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- a) Contact the Caltrans Small Business Advocate at smallbusiness.advocate@dot.ca.gov and the Department of Veterans Affairs at advocate@calvet.ca.gov regarding the absence of DVBEs to perform the specific work.
 - b) Search results from the DGS website for DVBEs to perform the specific work.
 - c) Communication with a DVBE Community Organization nearest the worksite regarding the absence of DVBEs, if applicable.
 - d) Documented communication with DVBEs describing the work to be performed, its percentage of the overall contract, the corresponding dollar amount, and their responses to the request.
- B. The DVBE shall have up to five (5) business days from the postmark date to consent or oppose the substitution. A copy of the DVBE's reply shall be sent simultaneously by certified mail to Contractor and Caltrans Contract Manager.
- C. When written oppositions to a substitution are filed, Caltrans shall grant the DVBE a hearing. The hearing notice shall be issued within five (5) business days from receipt of the opposition. If Caltrans grants the substitution, continue to **G**, below.
- D. Caltrans Contract Manager shall submit the substitution request to DGS, OSDS:
- 1) The request must meet the criteria as specified above or Public Contract Code Section 4107 for Public Works.
 - 2) The substitution request shall be accompanied by the hearing decision, when applicable.
- E. The OSDS will respond to substitution requests within three (3) business days. The OSDS shall consent to the substitution of another DVBE, or in the absence of a DVBE in any of the following situations:
- 1) When the DVBE becomes bankrupt, insolvent, or goes out of business.
 - 2) When the DVBE does not perform as listed in the Bidder Declaration.
 - 3) When the DVBE does not meet the bond requirements of Contractor.
 - 4) When the DVBE's name is incorrect due to an inadvertent clerical error. In the case of public works contracts, compliance with Public Contract Code Section 4107.5 is required.
 - 5) When the DVBE is not licensed as required by any State of California regulatory agency.
 - 6) When Caltrans, or its duly authorized officer, determines that the DVBE:
 - a) Did not perform in accordance with the plans and specifications; or,
 - b) Has delayed or disrupted the progress of the work.
- F. The DVBE substitution process shall not be used as an excuse for noncompliance with any provision of law. This includes, but is not limited to, the Subletting and Subcontracting Fair Practices Act (Public Contract Code Section 4100 et seq.) or any Agreement requirements relating to substitution of subcontractors.
- G. Contractors who proceed with work pending a substitution decision may be subject to contract termination, recovery of damages under rights, remedies, and penalties. This is outlined in Military and Veterans Code Section 999.9, Public Contract Code Section 10115.10, or Public Contract Code Section 4110 (applies to public works only). Failure to adhere to the DVBE

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participation in the performance of the Agreement may be cause for Agreement termination and recovery of damages under the rights and remedies due Caltrans.

- H. Any DVBE firm acting/working under subcontract must be responsible for providing materials, supplies, equipment, or services and must carry out its responsibility by actually performing, managing, or supervising the work involved that is normal for its business services and functions.
- I. Contractor shall maintain records of all subcontracts entered into with DVBE Subcontractors, including records of materials purchased from DVBE suppliers. Such records shall show the name and address of each DVBE Subcontractor or supplier and the total dollar amount paid to each one. Upon completion of the Agreement, a summary of these records shall be prepared and certified correct by Contractor or his authorized representative and the summary shall be furnished to Caltrans Contract Manager.

10. Non-Solicitation

Contractor warrants by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained or contracted by Contractor for the purpose of securing business. For breach or violation of this warranty, the State shall, in addition to other remedies provided by law, have the right to annul this Agreement without liability, paying only for the value of the work actually performed, or in its discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

11. Laws to be Observed

Contractor shall keep fully informed of all existing and future laws, including: State and Federal, county and municipal ordinances and regulations including but not limited to Senate Bill 1383 of 2016 Title 14, CCR, General Provisions section 18981.2, Public Resources Code sections 42652 et. seq., and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same, which in any manner affect those engaged or employed in the work, the materials used in the work, or which in any way affect the conduct of the work. Contractor shall at all times observe and comply with and shall cause all agents and employees to observe and comply with, all such existing and future laws, ordinances, regulations, orders, and decrees of bodies or tribunals having any jurisdiction or authority over the Agreement. Contractor shall protect and indemnify the State of California and all officers and employees thereof connected with the work against any claim, injury, or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by Contractor, its Subcontractor(s), or an employee(s). If any discrepancy or inconsistency is discovered in the plans, drawings, specification, or Agreement for the work in relation to any such law, ordinance, regulation, order, or decree, Contractor shall immediately report the same to Caltrans Contract Manager in writing.

12. Specific Legal References

Any reference to specific statutes, regulations, or other legal authority in this Agreement shall not relieve Contractor from the responsibility of complying with all existing and future laws, ordinances, regulations, orders, and decrees of bodies or tribunals having any jurisdiction or authority over the Agreement.

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13. Equipment Indemnification

- A. Contractor shall indemnify Caltrans for any claims against Caltrans for loss or damage to Contractor's property or equipment during its use under this Agreement and shall at Contractor's own expense maintain such fire, theft, liability, or other insurance as deemed necessary for this protection. Contractor assumes all responsibility which may be imposed by law for property damage or personal injuries caused by defective equipment furnished under this Agreement or by operations of Contractor or Contractor's employees under this Agreement.
- B. Any subcontract entered into as a result of this Agreement shall contain all the provisions of this clause.

14. Force Majeure

Except for defaults of Subcontractors, neither party shall be liable to the other for any delay in, or failure of, performance, nor shall any such delay in, or failure of, performance constitute default, if such delay or failure is (directly or indirectly) caused by "Force Majeure" without the fault, intentional act, or negligence of the Contractor. As used in this section, "Force Majeure" shall include, but shall not be limited to, acts of God, fire, flood, earthquake, other natural disaster, nuclear accident, strike, lockout, riot, freight embargo, interruption in service by a regulated utility, or governmental statutes or regulations superimposed after the fact.

If a delay in, or failure of, performance by Contractor arises out of a default of its Subcontractor, and if such default of its Subcontractor arises out of causes beyond the (direct or indirect) control of both Contractor and Subcontractor, and without the fault, intentional act, or negligence of either of them, Contractor shall not be liable for damages of such delay or failure, unless the supplies or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule.

15. State-Owned Data–Integrity and Security

- A. Contractor shall comply with the following requirements to ensure the preservation, security, and integrity of State-owned data on portable computing devices and portable electronic storage media:
 - 1) Encrypt all State-owned data stored on portable computing devices and portable electronic storage media using government-certified Advanced Encryption Standard cipher algorithm with a 256-bit or 128-bit encryption key to protect Caltrans data stored on every sector of a hard drive, including temp files, cached data, hibernation files, and even unused disk space.

Data encryption shall use cryptographic technology that has been tested and approved against exacting standards, such as FIPS 140-2 Security Requirements for Cryptographic Modules.
 - 2) Encrypt, as described above, all State-owned data transmitted from one computing device or storage medium to another.
 - 3) Maintain confidentiality of all State-owned data by limiting data sharing to those individuals contracted to provide services on behalf of the State, and limit use of State information assets for State purposes only.
 - 4) Install and maintain current anti-virus software, security patches, and upgrades on all computing devices used during the course of the Agreement.

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- 5) Notify Caltrans Contract Manager immediately of any actual or attempted violations of security of State-owned data, including lost or stolen computing devices, files, or portable electronic storage media containing State-owned data.
 - 6) Advise the owner of the State-owned data, the agency Information Security Officer, and the agency Chief Information Officer of vulnerabilities that may present a threat to the security of State-owned data and of specific means of protecting that State-owned data.
- B. Contractor shall use the State-owned data only for State purposes under this Agreement.
- C. Contractor shall not transfer State-owned data to any computing system, mobile device, or desktop computer without first establishing the specifications for information integrity and security as established for the original data file(s). (State Administrative Manual Section 5335.1).

16. Employment of Undocumented Workers

By signing this Agreement, Contractor swears or affirms that it has not, in the preceding five (5) years, been convicted of violating a State or Federal law relative to the employment of undocumented workers.

17. Assumption of Risk and Indemnification Regarding Exposure to Environmental Health Hazards

In addition to, and not a limitation of, Contractor's indemnification obligations contained elsewhere in this Agreement, Contractor hereby assumes all risks of consequences of exposure of Contractor's employees, agents, Subcontractors, Subcontractors' employees, and any other person, firm, or corporation furnishing or supplying work services, materials, or supplies in connection with performance of this Agreement, to any and all environmental health hazards, local and otherwise, in connection with the performance of this Agreement. Such hazards include, but are not limited to, bodily injury and/or death resulting in whole or in part from exposure to infectious agents and/or pathogens of any type, kind, or origin. Contractor also agrees to take all appropriate safety precautions to prevent any such exposure to Contractor's employees, agents, Subcontractors, Subcontractors' employees, and any other person, firm, or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement. Contractor also agrees to indemnify and hold harmless Caltrans, State of California, and each and all of their officers, agents, and employees, from any and all claims and/or losses accruing or resulting from such exposure. Except as provided by law, Contractor also agrees that the provisions of this paragraph shall apply regardless of existence or degree of negligence or fault on the part of Caltrans, State of California, and/or any of their officers, agents, and/or employees.

18. Mandatory Organic Waste Recycling

It is understood and agreed that pursuant to Public Resources Code Sections 42649.8 et seq., if Contractor generates two (2) cubic yards or more of organic waste or commercial solid waste per week, Contractor shall arrange for organic waste or commercial waste recycling services that separate/source organic waste for organic waste recycling. Contractor shall provide proof of compliance, i.e. organic waste recycling services or commercial waste recycling services that separate/source organic waste recycling, upon request from Caltrans Contract Manager.

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Commercial Services–State

19. ADA Compliance

All entities that provide electronic or information technology or related services that will be posted online by Caltrans must be in compliance with Government Code Sections 7405 and 11135 and the Web Content Accessibility Guidelines (WCAG) 2.0 or subsequent version, published by the Web Accessibility Initiative of the World Wide Web Consortium at a minimum Level AA success. All entities will respond to and resolve any complaints/deficiencies regarding accessibility brought to their attention.

20. Electronic Signatures

Each party agrees that electronic signatures, whether digital or encrypted, of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures for this Agreement. Documents that are referenced by this Agreement may still require manual signatures.

21. Executive Order N-6-22 – Russia Sanctions

On March 4, 2022, Governor Gavin Newsom issued Executive Order [N-6-22](#) (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. “Economic Sanctions” refers to sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine, as well as any sanctions imposed under state law unless the contract has been Federalized (i.e. there is federal participation in any phase). The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

Exhibit E
Commercial Services–State

Additional Provisions

1. General Provisions Required in all Insurance Policies

- A. Deductible: Contractor is responsible for any deductible or self-insured retention (SIR) contained within the insurance program.
- B. Coverage Term: Coverage must be in force for the complete term of this Agreement. If insurance expires during the term of this Agreement, a new certificate must be received by the Caltrans Contract Manager at least 10 days prior to the expiration of the insurance. Any new insurance must continue to comply with the original terms of this Agreement.
- C. Policy Cancellation or Termination and Notice of Non-Renewal: Contractor shall provide, to the Caltrans Contract Manager within five (5) business days, following receipt by Contractor, a copy of any cancellation or non-renewal of insurance required by this Agreement. In the event Contractor fails to keep, in effect at all times, the specified insurance coverage, the State may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event, subject to the provisions of this Agreement.
- D. Primary Clause: Any required insurance contained in this Agreement shall be primary, and not excess or contributory, to any other insurance carried by the State.
- E. Inadequate Insurance: Inadequate or lack of insurance does not negate Contractor's obligations under this Agreement.
- F. Endorsements: Any required endorsements requested by the State must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.
- G. Insurance Carrier Required Rating: All insurance companies must carry a rating acceptable to the Department of General Services, Office of Risk and Insurance Management (ORIM). If Contractor is self-insured for a portion or all of its insurance, review of financial information including a letter of credit may be required. Department of General Services, ORIM Website: <https://www.dgs.ca.gov/ORIM>.
- H. Contractor shall include all of its subcontractors as insureds under Contractor's insurance or supply evidence of insurance to the State equal to the policies, coverages, and limits required of Contractor.
- I. The State will not be responsible for any premiums or assessments on the policy.

2. Insurance Requirements

- A. Commercial General Liability
 - 1) Contractor shall maintain general liability on an occurrence form with limits not less than **\$1,000,000** per occurrence and **\$2,000,000** aggregate for bodily injury and property damage liability. The policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal and advertising injury, and liability assumed under an insured Agreement. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to Contractor's limit of liability.

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2) Coverage shall also include Pesticide/Herbicide Applicator Coverage, or its equivalent, during the term of the contract.

3) The policy must include:

Caltrans, State of California, its officers, agents, employees, and servants are included as additional insured but only with respect to work performed under this Agreement.

4) The additional insured endorsement must accompany the certificate of insurance.

5) This endorsement must be supplied under form acceptable to the Department of General Services, Office of Risk and Insurance Management.

B. Automobile Liability

Contractor shall maintain motor vehicle liability with limits not less than **\$1,000,000** combined single limit per accident. Such insurance shall cover liability arising out of a motor vehicle, including owned, hired, and non-owned motor vehicles. The same additional insured designation and endorsement required for general liability is to be provided for this coverage.

C. Workers' Compensation and Employer's Liability

Contractor shall maintain statutory workers' compensation and employer's liability coverage for all its employees who will be engaged in the performance of the Agreement. Employer's liability limits of **\$1,000,000** are required. When work is performed on State owned or controlled property, the workers' compensation policy shall contain a waiver of subrogation in favor of the State. The waiver of subrogation endorsement shall be provided to Caltrans Contract Manager.

D. Satisfying a Self-Insured Retention (SIR)

All insurance required by this Agreement must allow, but not require, the State to pay any SIR and/or act as Contractor's agent in satisfying any SIR. The choice to pay any SIR and/or act as Contractor's agent in satisfying any SIR is at the State's discretion. If the State chooses to pay any SIR and/or act as Contractor's agent in satisfying any SIR, Contractor shall reimburse the State for the same.

E. Available Coverages/Limits

In the event the insurance coverages obtained by Contractor is broader in scope than, and/or the limits are higher than, those required under the contract, all such broader coverage and/or higher limits available to Contractor shall also be available and applicable to the State.

3. Licenses and Permits

A. Contractor shall be properly licensed in accordance with the laws of the State of California and shall possess a **C-61/D-49 – Tree Service Contractor License** OR **C-49 Tree and Palm Contractor License** AND a **C-31 – Construction Zone Traffic Control Contractor License** issued by the California Contractors State Licensing Board (CSLB).

B. Contractor shall possess a **Qualified Applicator Certificate/License** issued by the California Department of Pesticide Regulation (CDPR).

C. Contractor shall be an individual or firm qualified to do business in California and shall obtain at its expense all license(s) and permit(s) required by law for accomplishing any work required in connection with this Agreement.

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- D. If Contractor is headquartered in the State of California, Contractor must possess a business license or equivalent from the city/county in which it is headquartered. If Contractor is a corporation or other business entity (apart from a sole proprietorship or general partnership), then Contractor must be registered and active/in good standing with the California Secretary of State.
- E. If Contractor is headquartered outside the State of California, Contractor must submit to Caltrans a copy of its business license or equivalent. If Contractor is a foreign (outside of California) corporation or other business entity (apart from a sole proprietorship or general partnership), then Contractor must be registered and active/in good standing with the California Secretary of State.
- F. In the event any license(s) and/or permit(s) expire at any time during the term of this Agreement, Contractor agrees to provide Caltrans Contract Manager a copy of the renewed license(s) and/or permit(s) within 30 days following the expiration date. In the event Contractor fails to keep in effect at all times all required license(s) and permit(s), Caltrans may, in addition to any other remedies it may have, terminate this Agreement upon occurrence of such event.

4. Licensed Contractor Standards for Quality of Work

- A. Licensed Contractors must observe professional standards for quality of work or the California Contractors State License Board (CSLB) will invoke disciplinary action.
- B. Notice is hereby given that certain actions by Contractor, including, but not limited to, the following, constitute grounds for disciplinary action once Caltrans has notified the license board of all violations:
 - 1) A willful departure from plans and specifications or disregard of trade standards for good and workmanlike construction in any material respect that might prejudice the Caltrans owner of the property upon which you perform work (Bus. and Prof. Code, 7109).
 - 2) The failure to observe and comply with all the applicable labor laws (Bus. and Prof. Code Section 7110).
 - 3) Material failure to complete this Agreement (Bus. and Prof. Code 7113).
- C. Should Caltrans determine that the work or materials provided vary materially from the specifications, or, that defective work when completed was not performed in a workmanlike manner, then Contractor warrants that they shall perform all necessary repairs, replacement and corrections needed to restore the property according to the Agreement plans and specifications, all at no further or additional cost to Caltrans.

5. Motor Carrier Permit Requirements

- A. Contractor must have a valid Motor Carrier Permit(s) (MCP) issued from the Department of Motor Vehicles (DMV) for its services as a Motor Carrier of Property under this Agreement. Contractor shall pay any required fees necessary to obtain and maintain in good standing the required MCP(s).
- B. MCP(s) required for Contractor's Motor Carriers of Property under California Vehicle Code Sections 34601 and 34620 shall be on file with Contractor for the duration of this Agreement. Upon request of Caltrans Contract Manager or their designee, Contractor must immediately provide to Caltrans a copy of the required MCP(s).

Exhibit E
Commercial Services--State

6. Prohibition of Delinquent Taxpayers

Public Contract Code Section 10295.4 prohibits the State from entering into an Agreement for goods or services with any taxpayer, whose name appears on either list maintained by the California Department of Tax and Fee Administration or the Franchise Tax Board pursuant to Revenue and Taxation Code Sections 7063 and 19195, respectively, of the 500 largest tax delinquencies. Public Contract Code Section 10295.4 provides no exceptions to these prohibitions.

7. Interfacing with Pedestrian and Vehicular Traffic

Pursuant to the authority contained in California Vehicle Code Section 591, Caltrans has determined that within such areas as are within the limits of the project and are open to public traffic, Contractor shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14 and 15 of the California Vehicle Code. Contractor shall take all necessary precautions for safe operations of Contractor's equipment and the protection of the public from injury and damage from such property.

8. Contractor Registration Program

No Contractor or Subcontractor may be awarded a contract or engage in the performance of any contract with prevailing wages, unless registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5.

Attachment A

D10 C3 Registered Professional Forester's Prescriptions and Technical Guidelines

General Information

1. Contractor agrees to provide Vegetation and Tree Removal Services to the California Department of Transportation (Caltrans), at the following locations:

- A. Amador SR 88 (PM 15.5–16.5; 17.5–45.5)
- B. Mariposa SR 49 (PM 0.33–2.5; 4.5–5.5; 14.6–17.1; 17.5–18.5)

Total treatment area: 322 Maximum Acres

Herbicide Application: 219 acres

Mechanical Treatments: 213 acres

Manual Treatments: 109 acres

Minimum Production Rate: Three (3) acres per day or 15 acres per week.

2. Work will be accepted upon:

- A. Inspection by Caltrans and External Partner Agencies
- B. Compliance with Attachment A D10 C3 Registered Professional Forester's (RPF) Prescriptions and Technical Guidance
- C. Compliance with Attachment X D10 C3 Environmental Compliance
- D. Compliance with all requirements in this Agreement
- E. Verification of quantities and deliverables by Caltrans.

3. Contractor shall complete work in one location before deploying to the next location.

4. **Pre-Approval and Compliance**

The Contractor shall submit all resumes, certifications, and required documentation for prime and subcontractor personnel to the Contract Manager within seven (7) days of contract approval. No work may commence until the appropriate functional group has reviewed and approved all staff qualifications, licenses, and certifications.

5. **Mapping and GIS Documentation**

The Caltrans Contract Manager has provided the Contractor with an online map link indicating:

- A. Work Area Boundaries (WAB)
- B. Environmentally Sensitive Areas (ESA)

C. No Work Zones (NWZ)

D. Locations where Manual, Mechanical, and/or Herbicide treatments may occur

Link: [District Fuel Reduction Contract #3 - Scoping Application](#)

- 6.** Contractor shall follow mandatory reporting requirements – For more details, see **Exhibit A - Section 11 Vegetation Management Data Collection and Reporting.**

7. Contractor's Qualifications

Contractor shall be an individual or firm qualified to do business in California, possess a C-49 license and shall obtain at its expense all license(s) and permit(s) required by law for any work under this Agreement.

In the event any license(s) and/or permit(s) expire at any time during the term of this Agreement, Contractor agrees to provide Caltrans Contract Manager a copy of the renewed license(s) and/or permit(s) within 30 days following the expiration date. In the event Contractor fails to keep in effect at all times all required license(s) and permit(s), the State may, in addition to any other remedies it may have, terminate this Agreement upon occurrence of such event.

8. Site Monitoring

Caltrans personnel, representatives, and applicable external regulators, including, but not limited to CalFire, the State Water Resource Control Board, and / or the California Department of Fish and Wildlife (CDFW), may monitor or inspect work onsite.

9. Environmental Training

All personnel, including subcontractors, must complete the Worker Environmental Awareness Program (WEAP) training and submittal requirements prior to initiating work.

10. Staging, Parking, Access, Decking, and Stockpiling Areas

Staging, parking, access, decking, and stockpiling areas have not been identified within the Caltrans Right-of-Way (ROW) or WABs for this project. Should the Contractor need any staging, parking, access, decking, or stockpiling areas, the Contractor shall be solely responsible for securing all necessary agreements and for paying any associated fees outside of the Caltrans ROW.

11. Tree Removal Criteria

Removal of healthy, living conifer trees over ten (10) inches DBH, and hardwoods over eight (8) inches DBH is prohibited, unless an ISA-certified arborist determines the tree is dead, dying, or diseased.

12. Soil Protection

Contractor shall minimize soil disturbance to the maximum extent feasible in all work areas.

13. Burning Restrictions

Burning of vegetation or other material on-site is prohibited.

14. Disposal Responsibility

The Contractor is solely responsible for all disposal activities, including associated fees and agreements.

15. Stump Grinding Prohibition

Stump grinding is prohibited under this contract.

16. Mowing Prohibition

Mowing is prohibited under this contract.

17. Utility Coordination

If performing work near underground utilities, call 311 before activities begin to avoid conflicts.

Prescriptions & Technical Guidance

1. The Contractor shall perform vegetation management services, including but not limited to manual and mechanical vegetation treatment, hazard tree removal, limited herbicide applications, mechanical felling, sensitive resource avoidance and environmental monitoring, chipping, biomass removal, mapping, reporting, and documentation.

All work shall be performed within the designated Work Area Boundaries (WAB) and in accordance with this Agreement

Work shall not occur in areas restricted due to the presence of sensitive resources, unsuitable habitat, or slopes over 50 percent. On Federal Responsibility Areas (FRA), no work shall be performed on slopes over 40 percent.

2. **Work Area Limits**

Vegetation treatment shall occur between the edge of the paved roadway and the outer boundary of the WAB and shall comply with the following:

Treatment is strictly limited to the WABs within Caltrans -Right-of-Way and shall not extend beyond these limits under any circumstances.

3. **Vegetation Treatment Standards**

- A. Approximately 25- to 30-foot spacing between crowns of retained trees; or
- B. Where trees are absent, spacing between shrub clumps not exceeding ten (10) feet by ten (10) feet in size.

Within thirty (30) feet of WAB boundaries adjacent to natural stands, selective retention of smaller vegetation is permitted to provide a gradual transition and avoid abrupt stand edges.

4. Invasive Species Management (see 20. Chemical Treatment for more information)

The Contractor shall cut and remove invasive woody-stemmed shrubs identified in Attachment 5 (ONRM Invasive Weed List), including but not limited to:

- A. *Cytisus scoparius*
- B. *Genista monspessulana*
- C. *Ailanthus altissima*

In Eldorado National Forest, target species also include *Centaurea solstitialis* and *Aegilops triuncialis*.

Mastication or on-site chipping of invasive species is prohibited.

Prior to treatment, the Contractor shall consult with the applicable County Agricultural Commissioner regarding approved treatment and disposal methods.

5. Vegetation Clearance near Critical Infrastructure

Vegetation shall be cleared around:

- A. Guardrails and power poles (within 2 feet)
- B. Bridge supports (within 3 feet)
- C. Drainage systems to maintain function and visibility
- D. Powerlines (within 25 feet of centerline)

6. Tree Retention and Thinning

A. Retention Criteria

- a. All healthy conifers greater than ten (10) inches DBH shall be retained.
- b. All healthy hardwoods greater than eight (8) inches DBH shall be retained.
- c. Redbud, Willow, and Elderberry will be protected throughout the WAB with a 10-foot ESA buffer.

B. Thinning Requirements

- a. Conifers less than ten (10) inches DBH and hardwoods less than eight (8) inches DBH shall be thinned to achieve 25- to 30-foot crown spacing.

C. Multi-Stem Hardwoods

- a. Where multiple stems originate from a single root collar (coppice or flowerpot), the Contractor shall retain one (1) to two (2) dominant stems. Remaining stems shall be pruned.
- b. When thinning California Black Oak, thin to three (3) evenly spaced stems to minimize resprouting. All remaining stems shall be considered as branches and shall be pruned.

7. Hazardous Tree Removal

The Contractor shall fell and treat all hazardous, dead, dying, or diseased trees within striking distance (defined as one and one-half (1.5) tree lengths) of infrastructure. Tops and branches shall be chipped, masticated, or removed according to specifications in this prescription and boles shall be treated or removed.

- A. **Dead Trees:** No green foliage present
- B. **Dying Trees:** Less than fifty percent (50%) green foliage or determined likely to die within one (1) year by an ISA-certified arborist, or RPF.
- C. **Diseased Trees:** Form and vigor have been structurally compromised due to biotic or abiotic factors that present a risk to infrastructure upon failure.

Dwarf mistletoe in oak species shall not be considered a condition requiring removal.

Prior to treatment of diseased trees, the Contractor shall consult the County Agricultural Commissioner to determine proper treatment or disposal methods.

8. Downed Material Treatment

All dead and downed woody material shall be treated in accordance with this specification.

- A. Unsound material shall be chipped or masticated.
- B. Sound material may be chipped, masticated, or removed.

9. Stump Height

All stumps shall be cut as close to the ground as practicable, not to exceed four (4) inches in height above ground surface. Retain sprouts on the side of the stump away from critical infrastructure.

10. Vegetation Retention Priorities

A. Tree Species Priority (highest to lowest):

Madrone, sugar pine, Douglas fir, ponderosa pine, California black oak, valley oak, blue oak, buckeye, California gray pine, interior live oak. (See Cultural Compliance for special status tree species)

B. Shrub Retention

Shrubs may be retained only in the absence of overstory trees and shall be arranged in clumps to create natural transitions. Preferred species include:

- a. Elderberry, Mountain mahogany, Manzanita, Redbud. (See Cultural Compliance for special status shrub species)

Retained vegetation shall be healthy and reflect a diversity of species and age classes.

11. Production Rates

Plan operations to meet production goals of 3 acres per day or 15 acres per week unless modified in writing by the Caltrans Contract Manager.

12. Pruning Requirements

Residual trees shall be pruned to:

- A. Eight (8) feet above ground; or
- B. Fifty percent (50%) of the canopy, whichever is less.

All pruning shall comply with ANSI A300 standards and be performed using appropriate hand or mechanical tools.

13. Slash Treatment and Distribution

Slash shall be treated by:

- A. Chipping and spreading,
- B. Mastication, or
- C. Removal from the site.

The following requirements apply:

- A. No material shall remain within ten (10) feet of pavement.
- B. Maximum depth:
 - a. 2 inches (10–30 feet from pavement)
 - b. 4 inches (30–100 feet from pavement)

Material shall not accumulate against retained trees or shrubs. Excess material shall be removed offsite.

14. Residue Size Standards

Masticated material shall meet the following distribution:

- A. 80% less than 12 inches in length

- B. 60% less than 6 inches in length
- C. 40% less than 4 inches in length
- D. Maximum length: 18 inches in length

Chipped material:

- A. 80% less than 2 inches in length, and greater than ½ inches
- B. Maximum length: 12 inches

15. Untreatable Areas

Areas that are inaccessible due to slope, terrain, or rock outcrops shall:

- A. Be treated using hand methods; or
- B. Remain untreated for habitat diversity, not to exceed ten percent (10%) of total WAB acreage.

16. Biomass Disposal

Remove biomass for non-commercial disposal if residual material is above specifications.

17. Operational Constraints

Work shall be limited to areas with average slopes less than forty percent (40%) and conducted only under suitable weather and soil conditions.

18. Watercourse Protection

Watercourse crossings are not anticipated.

A. Class III Watercourses (Ephemeral)

- a. Centerline flagged with white/blue striped ribbon
- b. 25-foot Equipment Limitation Zone (ELZ)
- c. Mastication is prohibited in bed, bank or channel
- d. No equipment tracking
- e. No in-water work is allowed; work may proceed only when the channel is dry
- f. Maintain ≥75% surface cover
- g. Treatments shall target overgrown vegetation outside of the riparian zone.
- h. Retain large woody debris in creeks and banks

- i. Disturbed areas must be stabilized to prevent soil discharge into water courses
- j. Watercourse and Lake Protection Zones (WLPZs) shall remain free of slash, debris, and other materials that could impair beneficial uses of waters

B. Class II Watercourses (Intermittent)

- a. 50-foot buffer
- b. Boundaries shall be flagged in solid blue
- c. Equipment Exclusion Zone (EEZ)
- d. Handwork only area
- e. Retain 50% of the understory canopy
- f. Retain 75% of the overstory
- g. Retain large woody debris in creeks and banks
- h. Treatments shall target overgrown vegetation outside of the riparian zone.
- i. For waterbodies listed as impaired for temperature, shade-producing canopy and associated riparian habitat shall be retained
- j. Retained vegetation must be left in a well distributed, multi-storied stand configuration

C. Class I Watercourses (Perennial)

- a. 100-foot buffer
- b. Buffers shall be flagged in solid blue
- c. Equipment Exclusion Zone (EEZ)
- d. Handwork only area
- e. Retain 50% of the understory canopy
- f. Retain 75% of the overstory
- g. Retain large woody debris in creeks and banks
- h. Treatments shall target overgrown vegetation outside of the riparian zone.
- i. For waterbodies listed as impaired for temperature, shade-producing canopy and associated riparian habitat shall be retained

- j. Retained vegetation must be left in a well distributed, multi-storied stand configuration

19. Definitions

- A. Chips: Woody residue <2 in. and >1/2 in (80%) occasionally up to 2 ft (<20%)
- B. Conifer/Coniferous: Cone-bearing trees, e.g., ponderosa pine, Douglas fir
- C. DBH: Diameter at 4.5 ft above ground, uphill side
- D. Hardwood: Broadleaf trees, e.g., oak, maple, alder
- E. Mastication: Cutting/shredding/chipping vegetation
- F. Mulching: Mixing masticated material ≤6 in. into topsoil
- G. Shrubs: Live woody vegetation, including manzanita and deer brush
- H. Slash: Debris >1 in. diameter and >3 ft length

20. Chemical Treatment

A. Scope of Work

Contractor shall provide all labor, equipment, and materials to apply herbicides to WAB areas identified for treatment in online maps or other GIS products.

Costs for services in this section shall be reflected in line-item number three (3) of the Bid Proposal, Attachment 1.

See Attachment X for environmental compliance for chemical treatment under this contract.

B. Notification

Contractor shall notify Amador and Mariposa County Agricultural Commissioner's prior to pesticide application.

C. Disposal Guidance

Contractor shall contact relevant County Agricultural Commissioners to determine proper treatment and disposal methods.

D. Reporting

Contractor shall submit a "Monthly Summary of Pesticide Use Reports" within ten (10) days of the following month to the Caltrans Landscape Specialist John Spithorst, the applicable County Agricultural Commissioner, and Eldorado National Forest District Ranger, when applicable.

E. Application Method

Herbicide applications shall be ground-level only: paint-on stems/stumps, backpack hand-applicator, hypo-hatchet injection, or hand pellet placement. Aerial applications are prohibited.

F. Flowering Plant Protection

Herbicides shall not target native flowering plants during bloom.

G. Target Trees

Contractor shall treat stumps of live or recently dead conifers and hardwoods ≥3 inches diameter (inside bark) within designated spray areas.

H. Approved Chemicals

Chemicals approved for use in **State Responsibility Areas (SRA) areas:**

Clopyralid, Glyphosate, Imazapyr, Sulfometuron Methyl, Triclopyr, and Nonylphenol 9 Ethoxylates (adjuvant)

Chemicals approved for use in **FRA / Eldorado National Forest (ENF) (AMA / 88 / 38.5 - 45.5):** Clopyralid (monoethanolamine salt), Aminopyralid, Glyphosate (isopropylamine salt, potassium salt, dimethylamine salt & diammonium salt), Triclopyr (butoxyethyl ester & triethylamine salt), and Indaziflam/Esplanade.

I. Invasive Species

Contractor shall target the following species for chemical treatments within the WABs that allow spraying:

- *Cytisus scoparius*
- *Genista monspessulana*
- *Ailanthus altissima*
- *Centaurea solstitialis*
- *Aegilops triuncialis* (*ENF only – non-native or invasive grasses shall not be targeted for treatment within SRA land*)

J. Compliance Measures

Prior to treatment, the Contractor shall consult with the applicable County Agricultural Commissioner regarding approved treatment and disposal methods.

Mastication or on-site chipping of invasive species is prohibited.

Refer to Attachment X for environmental compliance for chemical treatment.

1. Contractor shall consult with a licensed Pest Control Advisor issued by the California Department of Pesticide Regulation (CDPR).
2. Contractor shall possess a Qualified Applicator Certificate/License issued by the California Department of Pesticide Regulation (CDPR).
3. Contractor shall notify County Agricultural Commissioner prior to treatment.
4. Contractor shall submit a “Monthly Summary of Pesticide Use Reports” within ten (10) days of the following month
5. Clean tools, boots, and vehicles routinely to prevent invasive species spread.

K. Pesticide Use Proposal – Federal Land

Contractor shall be provided with a signed FSW-2100-0002 Pesticide Use Proposal prior to herbicide application on ENF lands.

Attachment B

Contractor Certifications and Supplied Personnel

This project is being implemented under the California Natural Resources Agency (CNRA) authority pursuant to the Governor's March 2025 Emergency Proclamation (EP). To comply with the EPP, Caltrans has developed Attachment XD10 Environmental Compliance.

To understand the contractor's environmental compliance and oversight responsibilities, please refer to Attachment XD10 Environmental Compliance, and the EPP, Section 1. General Best Management, c Supervision when hiring/assigning staff to execute this Agreement.

Contractor Personnel Requirements

1. The Contractor certifies that all personnel it provides, including subcontractor personnel, meet the qualifications required by this Agreement and possess the experience necessary to perform the work successfully.
2. The Contractor shall not remove or replace any personnel assigned to this Agreement without prior written approval from the Caltrans Contract Manager. Unauthorized removal or replacement constitutes a breach of this Agreement and may result in termination in accordance with Exhibit D, Termination.
3. Personnel required to hold a license, certification, or registration under this Agreement shall maintain valid credentials for the duration of their assignment. The credentials submitted with the bid or staffing plan shall match those of the personnel performing the work. Substitutions of licensed, certified, or registered personnel require prior written approval from the Caltrans Contract Manager. Unauthorized substitutions constitute a breach of this Agreement and may result in termination under Exhibit D.

Role Delineation

Caltrans-approved Contractor-supplied Responsible Party per EPP = Operational Authority

- Crew direction
- Equipment
- Production

- Safety enforcement
- Field logistics
- Documentation submittal
- Contract implementation

Caltrans-approved Contractor-supplied Arborist = Tree Removal Technical Authority

- Hazard tree identification
- Tree marking
- Tree-risk decisions
- Environmental compliance for tree work
- Oversight of technical felling guidance

Caltrans-approved Contractor-supplied Biologist (CSB) = Environmental Protection Plan Authority

- Serves as the Contractor's technical specialist for implementing requirements in Attachment X D10 C3 Environmental Compliance
- Trains staff on environmental requirements (WEAP training) of the EPP
- Conducts Daily Morning Clearance Inspections
- Flag and maintain buffer zones & Environmental Sensitive Areas (ESAs)

Caltrans = Final authority

- Resolves disputes
- Issues binding direction
- Approves or rejects determinations
- Approves or rejects all work under this Agreement

Caltrans-approved Contractor-supplied Responsible Party

General Role

1. The Contractor shall provide one (1) competent Responsible Party for the duration of the Contract. The Responsible Party is the Contractor's authorized on-site representative responsible for implementing all project prescriptions, directing field

crews, and ensuring safe, compliant execution of all vegetation management and fuel-reduction activities performed under this Agreement.

2. The Responsible Party shall translate Registered Professional Forester (RPF) prescriptions and technical specifications into measurable field operations and shall ensure that all vegetation treatments comply with spacing, pruning, fuel-reduction, and environmental requirements.
3. The Responsible Party shall be present at the work site whenever operations are in progress and shall have full authority to receive and execute instructions issued by the Caltrans Contract Manager and to direct crew operations, equipment usage, and subcontractor activities.
4. Tree trimming or removal operations shall not occur unless both the Responsible Party and the ISA Certified Arborist (TRAQ) are present on the active work site, if Responsible Party is not ISA-certified Arborist. Other vegetation management operations may proceed in the absence of the Arborist, provided such operations do not involve dead, dying or diseased tree cutting, pruning, or removals governed by TRAQ assessment.

Contractual Authority Clause

1. The Responsible Party shall retain operational control over all vegetation management activities; however, any tree-related decisions involving hazard classification, structural integrity, or technical arboricultural judgment shall be deferred to the ISA Certified Arborist (TRAQ). The Arborist's determinations regarding hazard classification and tree risk shall be final unless overruled in writing by the Caltrans Contract Manager.
2. In the event of any field disagreements operations shall pause only in the affected work area, and the issue shall be immediately elevated to the Caltrans Contract Manager. The Caltrans Contract Manager will issue written direction. The Contractor shall not proceed until such direction is issued.

Submittal and Approval Requirements

1. Within seven (7) calendar days of Contract execution, the Contractor shall submit the proposed Responsible Party's name, résumé, statement of qualifications, and proof of required certifications for Caltrans approval.

2. The Responsible Party shall not perform any work until written approval is issued by Caltrans. If the proposed Responsible Party is rejected, the Contractor shall submit additional qualified candidates until approval is obtained.
3. All required certifications shall remain valid for the duration of the Contract and shall match the individual performing the work.

Minimum Qualifications

The proposed Responsible Party shall meet the following minimum qualifications:

1. Minimum five (5) years of experience in vegetation management, forestry operations, or fuel-reduction work.
2. Minimum two (2) years of supervisory experience managing field crews.

Demonstrated experience in:

1. Roadside vegetation management or right-of-way clearing
2. Operation and supervision of vegetation-management projects
3. Work in steep terrain and remote environments
4. Geospatial data collection using Field Maps, Survey123, GPS, and GNSS devices

Failure to provide a Responsible Party meeting all minimum qualifications shall render the bid non-responsive.

Duties and Responsibilities

Field Supervision

The Responsible Party may not perform Arborist duties, unless Responsible Party is the ISA-certified Arborist, and the Arborist may not direct crews outside of technical tree-risk guidance. Crew direction remains solely under the Responsible Party.

The Responsible Party shall:

1. Direct all vegetation-management and fuel-reduction operations, including tree removal, brush clearing, mastication, equipment operation, and subcontractor activities, consistent with CSS 5-1.17 and 5-1.18.
2. Plan operations to meet production goals of 3 acres per day or 15 acres per week unless modified in writing by the Caltrans Contract Manager.
3. Track and document daily production rates and completed work areas using Survey 123

Environmental Compliance

The Responsible Party shall be responsible for overseeing the implementing and enforcing environmental compliance in field operations in conjunction with the CSB/Contractor-supplied Archaeologist (CSA)/Contractor-supplied Tribal Monitors (CTM) while the Arborist shall be responsible for technical evaluation of tree-related environmental constraints.

The Responsible Party shall:

1. Ensure full compliance with Attachment X and all applicable Caltrans Standard Specifications, including CSS 14-2.03A.
2. Verify that all required environmental clearances, surveys, and biological reviews have been completed and approved before work begins.
3. Conduct Daily Morning Clearance Inspections with the CSB in accordance with Attachment X protocols and ensure that sensitive resources protections, buffers, and BMPs are in place before commencing work.
4. Coordinate with Caltrans and cooperating agencies—including CAL FIRE, CDFW, and the Regional Water Boards—as directed, and comply with all agency-specific environmental-protection requirements.

Safety Compliance

The Responsible Party shall:

1. Enforce all safety requirements specified in CSS 7-1.02K(6), CSS 7-1.02K(6), Section 13 Safety Exhibit A, Cal/OSHA regulations, and applicable agency-specific safety protocols.
2. Conduct and document daily tailgate safety meetings.
3. Ensure proper PPE use and safe operation of chainsaws, chippers, masticators, and other related equipment.
4. Ensure compliance with utility-line clearance requirements.
5. Identify and mitigate hazards related to terrain, overhead hazards, equipment, weather, and work-site conditions.

Equipment, Logistics, and Traffic Coordination

The Responsible Party shall:

1. Oversee equipment mobilization, operation, and maintenance.
2. Monitor fuel usage, material needs, and crew logistics.
3. Ensure compliance with all approved traffic-control plans and lane-closure requirements in coordination with Caltrans Field Inspector, and Contract Manager.

Documentation and Reporting

The Responsible Party, Arborist and CSB/CSA/CTM shall jointly reconcile daily production, tree assessment records, GPS data, and environmental compliance documentation prior to daily report submission.

The Responsible Party shall:

1. Complete all reporting required under Exhibit A, Section 11.
2. Prepare and reconcile with the Caltrans Inspector daily reports documenting labor, equipment, production quantities, and site conditions.
3. Track work using GIS tools, including Survey123 and Field Maps.
4. Immediately report incidents, delays, and non-compliance issues to the Caltrans Contract Manager.
5. Review invoice data for accuracy prior to submittal.
6. Ensure all required licenses, certifications, and registrations remain valid for the duration of the Contract.
7. Document all prime and subcontractors are provided Worker Environmental Awareness Training (WEAP) in coordination with the CSB/CSA/CTM.

Stakeholder Communication

The Responsible Party shall:

1. Serve as the primary on-site contact for Caltrans inspectors and cooperating agencies.
2. Participate in required meetings, inspections, and progress reviews.
3. Interact professionally with the public and refer non-operational inquiries to Caltrans.

Contractual Authority and Pre-Field Compliance

The Responsible Party shall:

1. Act as the Contractor's authorized on-site representative in accordance with CSS 5-1.16.
2. Ensure that all contractual obligations, specifications, and operational requirements are fully implemented and fulfilled in the field.
3. Ensure that all required pre-field work submittals are complete, accurate, and submitted to the Caltrans Contract Manager within the contractual timeframes. Work shall not commence until all required approvals have been issued.

Contractor Certification

The Contractor certifies that the proposed Responsible Party:

1. Meets or exceeds all qualifications specified in this Section.
2. Shall remain assigned for the duration of the project unless otherwise approved in writing by Caltrans.
3. Possesses the expertise necessary to ensure safe, compliant, and effective vegetation-management and fuel-reduction operations.

Caltrans-approved Contractor-supplied ISA Certified Arborist (TRAQ)

Role Description

The ISA Certified Arborist with Tree Risk Assessment Qualification (TRAQ) shall serve as the Contractor's qualified specialist responsible for tree evaluation and marking, risk assessment, and technical oversight of dead, dying, or diseased tree removal and pruning operations within the Work Area Boundaries (WABs).

The Arborist shall possess exclusive authority to classify trees for removal, retention, or special treatment based on professional assessment. The Responsible Party shall implement Arborist directives related to technical tree risk matters.

In the event of disagreement between the Responsible Party and the ISA Certified Arborist (TRAQ), operations shall pause only in the affected work area, and the issue shall be immediately elevated to the Caltrans Contract Manager for written direction. The Contractor shall not proceed until such direction is issued.

The Arborist shall coordinate with the Contractor's Responsible Party to identify hazardous trees, prioritize removals, and guide tree removal operations per technical prescriptions.

Tree trimming or removal operations for hazard trees over 10-inch DBH shall not occur unless both the Responsible Party and the ISA Certified Arborist (TRAQ) are present on the active work site. Other vegetation management operations may proceed in the absence of the Arborist, provided such operations do not involve tree cutting, pruning, or removals governed by TRAQ assessment.

Submittal & Approval Requirements

1. The Contractor shall submit to the Caltrans Contract Manager the **name, resume, and statement of qualifications** for the proposed Arborist within **seven (7) calendar days** after contract execution.
2. The Arborist shall not perform work until **written approval** is provided by Caltrans. If the submitted Arborist is not approved, the Contractor shall provide additional qualified candidates until approval is obtained.
3. The Arborist shall provide proof of current certification issued by the International Society of Arboriculture. Certification shall remain **current for the duration of the contract**, and the name on the certificate shall match the individual performing the work.

Minimum Qualifications (Responsiveness Requirement)

The ISA Certified Arborist shall meet the following minimum qualifications:

1. Current certification as an ISA Certified Arborist in good standing.
2. Current ISA Tree Risk Assessment Qualification (TRAQ) certification.
3. Minimum **5 years of professional experience** in arboriculture, forestry, or vegetation management.
4. Minimum **three (3) years of experience working under the supervision of a certified Arborist**
5. Demonstrated knowledge and work history within the **Sierra Nevada Mountain Region**
6. Demonstrated experience in:
 - a. Tree risk assessment and hazard tree identification
 - b. Vegetation management in wildland or roadside environments
 - c. Working in mountainous or remote terrain

7. Knowledge of:

- a. Tree biology, structure, and failure patterns
- b. Wildfire fuel dynamics and defensible space principles

Failure to provide a qualified Arborist meeting these requirements may result in the bid being deemed **non-responsive**.

Duties and Responsibilities

Tree Risk Assessment & Marking

1. Perform formal tree risk assessments using industry-recognized methodologies consistent with International Society of Arboriculture TRAQ standards.
2. Identify and classify hazardous trees, including:
 - a. Dead, dying, or structurally compromised trees
 - b. Trees with defects (decay, cracks, lean, root instability)
 - c. Trees posing risk to roadways, infrastructure, or public safety
3. Mark dead, dying or diseased trees for removal in accordance with project specifications.

Environmental Compliance

The Arborist shall be responsible for technical evaluation and guidance of tree removal while the CSB ensures compliance with Attachment X D10 Environmental Compliance. If conflicts arise, Attachment X D10 Environmental Compliance governs.

1. Ensure compliance with Attachment A D10 C3 Registered Professional Forester's Prescriptions and Technical Guidance.
2. Coordinate with Caltrans and cooperating agencies, including CAL FIRE, when requested.
3. In collaboration with CSB/CSA/CTM, ensure tree work complies with environmental requirements.
4. Identify trees that may require special consideration (e.g., nesting trees, heritage trees, protected species habitat) in coordination with the CSB/CSA/CTM.

Field Oversight & Crew Support

The Responsible Party may not perform Arborist duties, and the Arborist may not direct crews outside of technical tree-risk guidance. Crew direction remains solely under the Responsible Party

1. Remain on-site during active tree trimming and removal operations to provide professional oversight.
2. Ensure work performed by the Contractor aligns with approved prescriptions and safety requirements.
3. Provide on-site guidance to field crews regarding:
 - a. Safe tree felling practices
 - b. Hazard mitigation techniques
 - c. Equipment limitations and safe work zones
4. Assist the Responsible Party in evaluating complex or high-risk removals.
5. Participate in site walks and planning discussions to confirm treatment prescriptions and priorities.

Documentation & Reporting

The Responsible Party, Arborist, and CSB, CSA, CTM shall jointly reconcile daily production, tree assessment records, GPS data, and environmental compliance documentation prior to daily report submission.

1. Maintain records of tree assessments, including condition, risk classification, and recommended treatment.
2. Report GPS point data for all dead, dying or diseased trees removed per Section 11 - Vegetation Management Data Collection and Reporting.

Availability Requirement

The Arborist shall be available for on-site and on-call support during active operations.

Contractor Certification

The Contractor certifies that the proposed ISA Certified Arborist (TRAQ):

1. Meets or exceeds all qualifications specified herein
2. Shall be available for the duration of the project or as required by Caltrans
3. Possesses the expertise necessary to ensure safe, compliant, and effective fuel reduction operations

Caltrans-Approved Contractor-supplied Qualified Applicator

General Role

1. The Contractor shall provide a competent Qualified Applicator with current Certificate/License issued by the California Department of Pesticide Regulation (CDPR) for the duration of the Contract. The individual with the QAL is the Contractor's authorized applicator of herbicides listed under this Contract.
2. The Qualified Applicator shall only apply herbicides specified in this Contract after consultation with a Qualified Pest Control Advisor (PCA) with a current Certificate/License issued by the California Department of Pesticide Regulation (CDPR)
3. The Qualified Applicator shall follow all BMPs listed in Attachment X D10 Environmental Compliance, and Attachment A D10 C3 Registered Professional Forester's Prescriptions and Technical Guidance with oversight from the Contractor's Responsible Party and in conjunction with the CSB/CSA/CTM.
4. The Qualified Applicator shall follow all seasonal work windows or other directions given by the CSB/CSA/CTM to avoid impacts to sensitive resources within the WABs.

Contractual Authority Clause

1. The Responsible Party shall retain operational control over all vegetation management activities, including herbicide applications.
2. The Responsible Party shall ensure that a Qualified Pest Control Advisor (PCA) with a current Certificate/License issued by the California Department of Pesticide Regulation (CDPR) has prepared treatment plans prior to herbicide applications.
3. In the event of any field disagreements, operations shall pause only in the affected work area, and the issue shall be immediately elevated to the Caltrans Contract Manager. The Caltrans Contract Manager will issue written directions. The Contractor shall not proceed until such direction is issued.

Submittal and Approval Requirements

1. Within seven (7) calendar days of Contract execution, the Contractor shall submit the proposed Qualified Applicator's name, résumé, statement of qualifications, and proof of required certifications for Caltrans approval.

2. The Qualified Applicator shall not perform any work until written approval is issued by Caltrans, and proof of consultation with a Licensed PCA has been submitted. If the proposed Qualified Applicator is rejected, the Contractor shall submit additional qualified candidates until approval is obtained.
3. All required certifications shall remain valid for the duration of the Contract and shall match the individual performing the work.

Minimum Qualifications

The proposed Qualified Applicator shall meet the following minimum qualifications:

1. Possess a current Qualified Applicator License (QAL) issued by the California Department of Pesticide Regulation (CDPR)
2. Have a minimum of five (5) years of experience in vegetation management, or fuel-reduction work.

Demonstrated experience in:

1. Roadside vegetation management or right-of-way clearing
2. Work in steep terrain and remote environments
3. Geospatial data collection using Field Maps, Survey123, GPS, and GNSS devices

Failure to provide a Responsible Party meeting all minimum qualifications shall render the bid non-responsive.

Duties and Responsibilities

The Qualified Applicator shall:

1. Shall follow treatment plans written by a Pest Control Advisor (PCA) with a current Certificate/License issued by the California Department of Pesticide Regulation (CDPR)
2. Shall follow all BMPs listed under this Contract
3. Shall coordinate with the Responsible Party, CSB, CSA, CTM to ensure full avoidance of sensitive resources as defined in this Contract.
4. Shall follow all reporting requirements listed in this Contract.

Environmental Compliance

The Responsible Party shall be responsible for overseeing the implementation of herbicide applications and enforcement of environmental compliance measures during field operations in conjunction with the CSB/CSA/CTM.

The Qualified Applicator shall:

1. Follow requirements listed in Attachment X D10 Environmental Compliance under this Contract.
2. Follow requirements listed in Attachment A D10 Registered Professional Forester's Prescriptions and Technical Guidance
3. Follow the written treatment plan issued by the PCA.
4. Follow any additional direction given by the CSB/CSA/CTM to protect resources.

Safety Compliance

The Qualified Applicator shall:

1. Ensure all proper PPE are used appropriately.
2. Follow industry standards related to herbicide applications.
3. Participate in daily tailgate safety meetings.

Documentation and Reporting

The Qualified Applicator shall:

1. Submit all required reporting requirements under this Contract within contractual timeframes.
2. Track work using GIS tools, including Survey123 and Field Maps in coordination with Responsible Party.

Contractor Certification

The Contractor certifies that the proposed Qualified Applicator:

1. Meets or exceeds all qualifications specified in this Section.
2. Shall remain assigned for the duration of the project unless otherwise approved in writing by Caltrans.

3. Possesses the expertise necessary to ensure safe, compliant, and effective vegetation-management and fuel-reduction operations.

Caltrans-Approved Contractor-supplied Biologist

General Role

1. The Contractor shall provide one (1) Caltrans-Approved Contractor-supplied Biologist for the duration of the Contract. The CSB is responsible for ensuring that all project activities comply with Attachment X D10 Environmental Compliance.
2. The Biologist shall interpret environmental requirements, biological constraints, and regulatory protections and translate them into enforceable field measures to avoid, minimize, or mitigate impacts to sensitive biological resources.
3. The CSB shall be present on-site during work activities, during sensitive operations, and as otherwise required to ensure compliance with biological resource protection measures, including Daily Clearance Inspections and monitoring of active work areas.
4. The CSB shall have the authority to stop or modify work in coordination with the Responsible Party when necessary to prevent impacts to sensitive biological resources, including special-status species, nesting birds, aquatic habitats, and wildlife nursery sites.

Contractual Authority Clause

1. The CSB shall retain authority over all biological resource protection decisions, including species identification, buffer establishment, habitat evaluation, and implementation of environmental compliance requirements.
2. Determinations made by the CSB regarding biological constraints, avoidance measures, and compliance with environmental regulations shall be binding unless overruled in writing by the Caltrans Contract Manager.
3. In the event of disagreement between the CSB and Responsible Party, work shall pause only in the affected area, and the issue shall be immediately elevated to the Caltrans Contract Manager for written directions. Work shall not resume in the affected area until direction is received.

Submittal and Approval Requirements

1. Within seven (7) calendar days of Contract execution, the Contractor shall submit the proposed Biologist's name, résumé, statement of qualifications, and supporting documentation for Caltrans approval.
2. The Biologist shall not perform any work until written approval is issued by Caltrans. If rejected, the Contractor shall submit additional qualified candidates until approval is obtained.
3. All qualifications and certifications shall remain valid for the duration of the Contract and shall correspond to the individual performing the work.

Minimum Qualifications

The proposed Biologist shall meet the following minimum qualifications:

1. A degree in wildlife biology, botany, ecology, forestry, or a closely related field from an accredited university.
2. Demonstrated knowledge of species life histories, habitat requirements, and ecological principles relevant to California ecosystems.
3. Experience identifying plant and wildlife species and habitats in the field.
4. Experience conducting biological surveys, including detection of species through sight, sound, and other field indicators.
5. Knowledge of state and federal environmental laws and regulations, including those related to special-status species.
6. Experience using biological data systems, including the California Natural Diversity Database (CNDDDB) and Biogeographic Information and Observation System (BIOS).

Failure to provide a Biologist meeting all minimum qualifications shall render the bid non-responsive.

Duties and Responsibilities

Biological Surveys and Monitoring

The Biologist shall:

1. Conduct pre-construction surveys, including Daily Morning Clearance Inspections, to identify sensitive biological resources such as nesting birds, special-status species, dens, roosts, and aquatic habitats.
2. Take daily pre-and-post treatment photos and submit them to Caltrans Inspector.

3. Verify that all required biological surveys, environmental clearances, and approvals are completed prior to initiation of work.
4. Identify, map and buffer environmentally sensitive areas, including vernal pools, riparian zones, and wildlife nursery sites.
5. Monitor active work areas, particularly where sensitive species or habitats may be present.
6. Provide and document Worker Environmental Awareness Program (WEAP) training to all prime and subcontractor personnel prior to work beginning.

Implementation of Environmental Compliance Measures

The Biologist shall:

1. Ensure full implementation of Attachment X D10 Environmental Compliance.
2. Establish, clearly mark, and map exclusion buffers around sensitive resources, including plant populations, nests, dens, and riparian areas. For flagging and marking standards, refer to Attachment A D10 C3 Registered Professional Forester's Prescriptions and Technical Guidelines.
3. Ensure compliance with all environmental restrictions, including herbicide use limitations, habitat protection buffers / requirements, and species-specific measures.
4. Provide direction on avoidance measures, including seasonal restrictions, equipment limitations, and treatment modifications.
5. Ensure that habitat function is maintained, including prevention of vegetation type conversion and protection of riparian buffers, canopy retention standards, and ecological integrity.

Wildlife and Habitat Protection

The Biologist shall:

1. Ensure avoidance and protection of special-status species and their habitats.
2. Implement species-specific measures, including but not limited to:
 - A. Nesting bird protection and buffer establishment
 - B. Amphibian and reptile protection measures
 - C. Pollinator and invertebrate protection measures
 - D. Protection of aquatic and riparian habitats

3. Oversee relocation of wildlife when permitted and in coordination with regulatory agencies and Caltrans.
4. Ensure that wildlife encountered during operations is allowed to leave the area safely and unharmed.

Botanical Resource Protection

The Biologist shall:

1. Identify sensitive plant populations during appropriate survey periods.
2. Establish exclusion buffers around sensitive plant species and ensure avoidance during operations.
3. Provide guidance when impacts cannot be avoided, including coordination with appropriate agencies.

Agency Coordination

The Biologist shall:

1. Coordinate with regulatory agencies as required, including consultation, reporting, and inspections.
2. Report observations of listed species to appropriate agencies and Caltrans when required.
3. Obtain guidance when impacts to sensitive resources cannot be avoided.

Work Stoppage Authority

The Biologist shall:

1. Immediately halt work within an appropriate buffer when sensitive species or habitats are at risk.
2. Establish no-work zones when wildlife is detected.
3. Resume work only when compliance with Attachment X D10 Environmental Compliance can be ensured.

Documentation and Reporting

The Biologist shall:

1. Document all surveys, monitoring activities, and environmental compliance actions, including WEAP training.

2. Maintain records of species observations, buffer locations, and mitigation measures.
3. Provide daily coordination with the Responsible Party to reconcile environmental compliance with production activities.
4. Contribute to daily reports and ensure accuracy of biological and environmental data.

Coordination with Responsible Party

The Biologist shall:

1. Conduct Daily Clearance Inspections with the Responsible Party prior to operations.
2. Communicate environmental constraints, buffer locations, and required protections clearly to field crews.
3. Ensure that biological and environmental compliance requirements are fully integrated into operational planning.

Stakeholder Communication

The Biologist shall:

1. Serve as the primary contact for biological and environmental matters.
2. Participate in inspections, audits, and meetings related to environmental compliance.
3. Communicate professionally with agencies and project stakeholders.

Contractor Certification

The Contractor certifies that the proposed Biologist:

1. Meets or exceeds all qualifications specified in this Section.
2. Shall remain assigned for the duration of the project unless otherwise approved in writing by Caltrans.
3. Possesses the expertise necessary to ensure full compliance with Attachment X D10 C3 Environmental Compliance.

Caltrans-approved Contractor-supplied Archaeologist (CSA)

Submittal and Approval Requirements

1. Within seven (7) calendar days of Contract execution, the Contractor shall submit the proposed Archaeologist's name, résumé, statement of qualifications, and supporting documentation for Caltrans approval.
2. The Biologist shall not perform any work until written approval is issued by Caltrans. If rejected, the Contractor shall submit additional qualified candidates until approval is obtained.
3. All qualifications and certifications shall remain valid for the duration of the Contract and shall correspond to the individual performing the work.

Minimum Qualifications

The proposed CSA shall meet the following minimum qualifications:

1. Provide a contractor-supplied archaeologist for monitoring and enforcement of cultural resources present within the WABs.
2. The archaeologist shall have a graduate degree in archeology, anthropology, or closely related field.
3. Possess at least one year of full-time professional experience or equivalent specialized training in archeological research, administration or management.
4. Shall have at least four months of supervised field and analytic experience in general North American archeology.
5. Shall have at least four months of supervised field and analytic experience in general North American archeology.
6. Qualifications shall be in accordance with the Secretary of Interior's Qualification Standards for a Historic Preservation Professional.

Duties and Responsibilities

1. Environmentally Sensitive Areas (ESA) pertaining to cultural resources and tribal cultural resources (TCR) have been identified within the project limits. An ESA Action Plan has been developed for the project. The plan includes measures to protect cultural resources.
2. The CSA will be required to adhere to measures detailed in the plans as well as submit weekly monitoring logs. The Caltrans Professionally Qualified Staff (PQS) is responsible for disseminating the studies and ESA shapefiles to all parties and will provide a template for monitoring if applicable.

3. Where work locations effect or infringe upon any cultural resources of TCRs of Native American concern, a contractor-supplied tribal monitor will be required for the duration of that work. The tribal monitor will be arranged by the Caltrans PQS and supplied by the contractor. The contractor will retain and compensate the tribal monitor directly.
4. The ESAs will be flagged and/or staked by the CSA prior to the start of construction-related activities. The CSA will be responsible for coordinating with the Caltrans PQS to ensure avoidance or conditions of the identified ESAs are adhered to throughout the duration of construction related activities.
5. The CSA is responsible for flagging/staking cultural resources as identified in the ESA Action Plan.
6. The CSA is responsible for monitoring resources as stipulated in the ESA Action Plan.
7. If archaeological resources are discovered within or near work area boundaries, Contractor shall not disturb the resources and immediately:
 - a. Stop all work within a 60-foot radius of the discovery.
 - b. Secure the area.
 - c. Notify the Contract Manager and Caltrans PQS within 24 hours.
8. Caltrans District Environmental Staff will investigate the discovery. Do not move archaeological resources or take them from the job site. Do not resume work within the radius of discovery until authorized by Caltrans PQS.
9. If ordered, furnish resources to assist in the investigation or recovery of archaeological resources.
10. When work locations affect or infringe upon any cultural resources of tribal concerns, upon review of a contract manager/Caltrans PQS, a contractor-supplied tribal monitor will be required for the duration of that work.
11. State Health and Safety Code Section 7050.5
 - a. If human remains are discovered, State Health and Safety Code Section 7050.5 states that further disturbances and activities shall cease in any area or nearby area suspected to overlie remains, and the County coroner contacted. Pursuant to Public Resources Code Section 5097.98. If the remains are thought to be Native American, the coroner will notify the Native American Heritage Commission (NAHC) who will then notify the

Most Likely Descendent (MLD). Caltrans will work with the MLD on the respectful treatment and disposition of the remains. Further provisions of PRC 5097.98 are to be followed as applicable.

Work Stoppage Authority

The CSA shall:

4. Immediately halt work within an appropriate buffer when cultural resources are at risk.
5. Establish no-work zones when cultural resources are detected.
6. Resume work only when compliance with Attachment X D10 Environmental Compliance can be ensured.

Tribal Cultural Resources

1. The Caltrans PQS has identified TCRs throughout the Project Limits. The TCRs include plant gathering areas for a number of plant and tree species including Redbud, Willow, Elderberry, Black Oak and Grey Pine. Redbud, Willow, and Elderberry will be protected throughout project implementation in the identified areas.
2. The CSA will be responsible for monitoring these areas with a contractor provided tribal monitor to ensure the TCRs will not be impacted by implementation of the project. The TCR area shapefiles will be disseminated to the CSA by the Caltrans PQS.
3. The CSA will retain tribal monitors for monitoring within areas identified as having TCRs.
4. The CSA & the CTM will work with the Contractor's Arborist to ensure that healthy Black Oak and Grey Pine are kept intact.

Attachment 5

D10 C3 Environmental Commitments

Contents

- D10 Contract 3 Communication Plan – Page 2
- Additional Cultural Resource Compliance – Page 5
- Summary of Governor’s Emergency Proclamation Environmental Compliance – Page 8
- Caltrans District 10 BMPs – Page 12
- Statewide Fuels Reduction Environmental Protection Plan – Page 37
- Proclamation of a State of Emergency– Page 45

Project Information

Project Name: D10 Contract 3

Contract Number: 10A2914

District / Division: D10 Vegetation Management Program

Project Location: AMA / SR-88 / Post Miles (PMs) 15.5/16.5, 17.5/45.5; MAR / SR-49 / PMs 0.33/ 2.5, 4.5/5.5, 14.6-17.1, 17.5/18.5

Contract period: September 1, 2026 – June 30, 2028

Prepared By:

Caltrans District 10 Vegetation Management Program

Communication Plan – Contract 10A2914

Primary Caltrans Contacts & CM Designees

CM Designee	Role	Name	Office / Cell Phone	Email
	Caltrans Contract Manager	Christina Decko	(209) 693-3899	Christina.Decko@dot.ca.gov
X	VMP Field Inspector	Henry Weaver	(209) 603-2062	Henry.Weaver@dot.ca.gov
	VMP Lead	Yi-Liang Kao	(209) 986-4535	Yi-Liang.Kao@dot.ca.gov
X	VMP Environmental Compliance	Kristen Stubblefield	(209) 986-9499	Kristen.Stubblefield@dot.ca.gov
	VMP GIS Specialist	Raki Shogib	(209) 986-9448	Rakibul.Shogib@dot.ca.gov
	Caltrans Cultural PQS	Sarah Luce	(209) 986-1254	Sarah.Luce@dot.ca.gov
	Herbicide Specialist	John Spithorst	(916) 601-0739	John.Spithorst@dot.ca.gov

1. Purpose

This Communication Plan defines who contacts whom, approval pathways, reporting requirements, and escalation procedures for work performed under the Wildfire Fuel Reduction Contract 10A2754. The plan ensures effective coordination between the Contractor's (prime/subs) staff, Caltrans Contract Manager (CM), Caltrans Environmental Staff, Caltrans Inspector, and cooperating agencies.

2. Primary Contact Roles

The CM is the final authority for all work decisions. Caltrans Approved Biologist provides daily biological clearance. The Caltrans Inspector oversees daily work quality, production rates, acres treated reconciliation, compliance, and traffic control. The Contractor Responsible Party is the onsite operational authority. The ISA Certified Arborist (TRAQ) is the technical authority for tree related decisions.

3. Communication Pathways

Daily communication includes Responsible Party–Inspector coordination, daily biological clearance from the Caltrans-approved Contractor-supplied Biologist (CSB), and Responsible Party-to-CM notifications regarding schedule changes. The Arborist provides technical guidance for all tree operations. The CSB provides environmental technical guidance on implementation of Attachment X. Disputes shall be elevated to the CM.

4. Environmental & Compliance Communication

A Daily Clearance Inspection must be completed by a CSB before work begins. The Responsible Party must immediately halt work and notify the CM upon wildlife encounters, ESA/BMP conflicts, cultural resource finds, saturated soils, or any conditions defined in Attachment X.

The Caltrans-approved Contractor-supplied Archaeologist (CSA) will be the lead archaeologist during project implementation. If any issues arise during implementation of the project, the CSA must notify the contractor and work with the Caltrans PQS to determine a course of action.

The Caltrans-approved Contractor-supplied Tribal Monitor(s) (CTM) shall be the lead for Tribal Resources during project implementation. If any issues arise during implementation of the project, the CTM must notify the contractor and work with the Caltrans PQS to determine a course of action.

5. Documentation & Reporting Requirements

Daily reports include biological clearance logs, cultural logs, wildlife logs, herbicide logs, GIS data/Survey 123, WEAP training logs, and safety reports. Weekly reporting includes GIS treatment polygons and progress summaries. Herbicide reports must be submitted monthly.

6. Approval Pathways

CM approvals required for schedules, staffing changes, staging modifications, and operational changes. Prime and subcontractor shall submit staff qualifications to Caltrans CM within seven days of contract execution.

7. Escalation Procedures

Responsible Party must immediately escalate environmental noncompliance, safety incidents, cultural finds, or technical disagreements to the CM. After consultation with the VMP team, the Caltrans Inspector shall give direction to the Responsible Party while the Caltrans CM will issue the binding direction.

8. Public & Agency Communication

Contractor shall refer all public or media inquiries to Caltrans. Caltrans shall notify Responsible Party of inspections from external agencies.

CULTURAL RESOURCES

14 ENVIRONMENTAL STEWARDSHIPS

14-1 GENERAL

14-1.01 GENERAL

Section 14 includes specifications relating to environmental compliance and environmental resource management.

14-1.02 ENVIRONMENTALLY SENSITIVE AREA (ESA)

If an ESA is shown, the boundaries shown are approximate. The Department marks the exact boundaries on the ground.

Do not enter an ESA unless authorized.

If an ESA is breached, immediately:

1. Stop all work within 60 feet of the ESA boundary
2. Secure the area
3. Caltrans Inspector

If an ESA is damaged, the Department determines the necessary remediation and the party to perform the work. The Department deducts the cost for this work.

ESA Number	Location	Management Measures
ESA-1	SR 49/PM 15.51-17.12	Flagging/Staking with a 20ft buffer, HAND TOOLS ONLY
ESA-2	SR 49/PM 15.41-16.86	Flagging/Staking with a 20ft buffer, HAND TOOLS ONLY
ESA-3	SR 49/ PM 5.28-5.39	Flagging/Staking with a 20ft buffer
ESA-4	SR 49/PM 4.94-5.03	Flagging/Staking with a 20ft buffer, HAND TOOLS ONLY
ESA-5	SR 49/PM 4.90-4.94	Flagging/Staking with a 20ft buffer
ESA-6	SR 49/PM 4.90-4.88	Flagging/Staking with a 20ft buffer
ESA-7	SR 49/PM 1.01-1.04	Flagging/Staking with a 20ft buffer
ESA-8	SR 49/PM 1.00-1.02	Flagging/Staking with a 20ft buffer, HAND TOOLS ONLY
ESA-9	SR 49/ PM 1.67/1.78	Flagging/Staking with a 20ft buffer
ESA-10	SR 88/PM 15.5/15.68, 19, 20.18,	Flagging/Staking with a 20ft buffer, HAND TOOLS ONLY

	20.2, 24.32, 24.48, 24.5/24.62, 38.2/38.23, 38.55,42.55/42.7, 42.75/42.81, 42.93/42.989, 43.18/43.2, R43.4/R43.6, R43.75/44.0,43.3/45.0	
ESA-11	AMA/88 PM 17.52-17.55 PM 18.70-18.72	Flagging/Staking with a 20ft buffer, HAND TOOLS ONLY
ESA-12	AMA/88/PM 19.64-20.05	Flagging/Staking with a 20ft buffer
ESA-13	AMA/88/ PM 19.65-19.75	Flagging/Staking with a 20ft buffer
ESA-14	AMA/88/PM 20.2	Flagging/Staking with a 20ft buffer, HAND TOOLS ONLY
ESA-15	AMA/88/PM 20.75-20.80	Flagging/Staking with a 20ft buffer
ESA-16	AMA/88/PM R24.75-R24.8	Flagging/Staking with a 20ft buffer, HAND TOOLS ONLY
ESA-17	AMA/88/ PM R24.90-24.95	Flagging/Staking with a 20ft buffer
ESA-18	AMA/88/ PM R25.60-R25.65	Flagging/Staking with a 20ft buffer
ESA-19	AMA 88/ PM 29.40-29.70	Flagging/Staking with a 20ft buffer
ESA-20	AMA 88/ PM R30.60-30.80	Flagging/Staking with a 20ft buffer
ESA-21	AMA 88/PM 34.40-34.85	Flagging/Staking with a 20ft buffer, HAND TOOLS ONLY
ESA-22	AMA 88/PM 38.15-39.80	Flagging/Staking with a 20ft buffer, HAND TOOLS ONLY
ESA-23	AMA 88/ PM 45.20-25.40	Flagging/Staking with a 20ft buffer
ESA-24	AMA 88/PM 43.55	Flagging/Staking with a 20ft buffer, HAND TOOLS ONLY
ESA-25	AMA 88/ PM 45.15	Flagging/Staking with a 20ft buffer
ESA-26	AMA 88/ PM 45.30-45.55	Flagging/Staking with a 20ft buffer

14-2 CULTURAL RESOURCES

14-2.01 GENERAL

Section 14-2 includes specifications relating to cultural resources.

14-2.02 DEFINITIONS

archaeological resources/sites: Remains of past human activity, including historic and

prehistoric material such as tools and tool fragments, hearth and food remains, structural remains, and human remains.

11

14-2.03B: Environmental Monitoring

Environmental monitoring areas within, near, or straddling the project limits are shown.

The designation is an identifier such as EMA-1. Define the longitudinal extent under Post mile limits. Replace Post mile limits with Station numbers if appropriate. If needed, define lateral extent and other special features as part of the description.

The locations of environmental monitoring areas within, near, or straddling the job site are shown in the following table:

Environmental Monitoring Areas:

Designation and Description	Post Miles
ESM-1 Native American Monitoring of Work by the Southern Sierra Miwok Nation at their discretion	MPA/49 PM 1.00-1.04 PM 1.67 – 1.78 PM 4.80-4.88 PM 4.90-4.94 PM 4.94 – 5.03 PM 5.28-5.39 PM 15.51-17.00 PM 17.50-18.50
ESM-2 Archaeological Monitoring of Work by a Contractor Qualified Archaeologist	MPA/49 PM 1.00-1.02
ESM-3 Native American Monitoring of Work by Calaveras Band of Miwuk at their discretion and Contractor Qualified Archaeologist	AMA/88 PM 19.64-20.05 PM 20.75-20.80 PM R24.90-R24.95 PM R25.60-R25.65 PM 29.40-29.70 PM R30.60-R30.80

Summary of Governor's Emergency Proclamation Environmental Compliance Requirements

This contract is subject to the Governor's March 1, 2025, State of Emergency Proclamation. Nothing in the Proclamation alters the Contractor's obligation to comply with all federal, local, and Attachment X – D10 C3 Environmental Compliance requirements. Any suspension of State statutory or regulatory requirements under the Proclamation does not reduce the Contractor's environmental responsibilities.

This page summarizes the Environmental Compliance requirements contained in the Statewide Fuels Reduction Environmental Protection Plan, and the Caltrans District 10 BMPs, which govern all environmental compliance requirements under the Governor's Emergency Proclamation included in the Agreement.

1. General Environmental Obligations

The Contractor shall strictly comply with all environmental protection measures, avoidance requirements, and Best Management Practices (BMPs) described in Attachment X. These obligations are mandatory. A complete copy of Attachment X shall be kept onsite, and all employees shall be fully trained prior to performing work.

The Contractor shall coordinate with Caltrans Environmental staff and ensure all work is performed in a manner that avoids or minimizes impacts to public health, wildlife, habitat, and other environmental resources.

2. Biological and Environmental Clearances

No work may begin until a Caltrans-Approved Biologist completes a Daily Clearance Inspection and issues approval to proceed. The Contractor shall immediately halt work upon instruction due to wildlife presence, habitat features, or BMP-triggered restrictions. The Contractor shall:

- Avoid wildlife nurseries, roosts, and den sites identified during inspections
- Follow all buffer distances and activity restrictions established by the Caltrans-Approved Biologist.
- Comply with all nesting bird protections, including conducting surveys within 14 days of work and implementing species-specific buffers.

Equipment operation and chip placement shall follow all restrictions covered under this Agreement, including chip-depth limits, burrow protection zones, and restrictions on tracking equipment near burrows.

3. Documentation and Submittals

The Contractor shall provide all labor, equipment, compliance support, and documentation necessary to implement environmental measures. Required submittals include, but are not limited to:

- Documentation of daily biological clearance
- Wildlife logs
- Herbicide logs
- GIS deliverables
- WEAP training & logs

4. Enforcement and Consequences

Environmental noncompliance constitutes a breach of contract. If the Contractor violates any environmental requirements the Department may:

- Suspend all or part of the work until full compliance is demonstrated.
- Withhold payments for non-complaint work.
- Direct corrective action at the Contractor's expense.
- Report the violation to DPAC; and/or
- Terminate the contract.

Upon receiving notice of noncompliance, the Contractor shall immediately implement corrective actions at no additional cost to the Department.

5. Agency Access

Contractor shall allow immediate access for inspections by: Regional Water Quality Control Board (RWQCB), California Department of Fish & Wildlife (CDFW), Department of Conservation (DOC), California Air Resources Board (CARB), CAL FIRE, and other agency staff, and ensure Foreman and Arborist are on-site and available during inspections.

6. Sensitive Biological Resources

Contractor must ensure Caltrans-Approved Biologist:

- Flags and avoids all sensitive resources.
- Implement specific buffers, canopy retention, riparian protections (75% overstory / 50% understory rules).

7. Cultural Resources

Comply with Tribal Cultural Resource procedures including:

- Confidentiality, human remains protocol, and other requirements referenced in this Agreement.

8. Wildlife Encounter Protocol

If wildlife is detected, Contractor shall:

- Stop work within required buffer.
- Allow wildlife to leave unharmed.
- Relocate only under CDFW guidance, as directed by Caltrans.

9. Equipment, Staging & Sanitation

- Clean all equipment to prevent invasive species from spreading.
- Stage equipment in areas free of invasive species.
- Avoid heavy equipment use on slopes >40%, riparian zones or unstable areas.

10. Sediment & Erosion Control

Contractor shall implement:

- Spoils placement standards.
- Saturated soil shutdown rules.
- Wildlife-friendly, biodegradable erosion control materials only.

11. Herbicide Application

Contractor shall follow all herbicide BMPs in Attachment X: D10 C3 Environmental Compliance, prepare a Spill Prevention & Response Plan, comply with wind, weather, droplet, and buffer restrictions, and provide public notifications as required.

- No spray during winds >7 mph or during precipitation
- Aquatic-safe herbicides only
- 25-ft herbicide exclusion buffer around waterbodies
- PCA consultation required

12. Containers & Spill Prevention

Contractor shall:

- Maintain a Spill Prevention and Response Plan
- Triple rinse containers; prevent rinsate entering waterways.

13. Documentation & Reporting

Contractor shall provide:

- Daily clearance inspection logs
- Wildlife encounter logs
- Herbicide logs
- GIS-based treatment documentation
- Before/after photos

- Progress reports
- Environmental incident reports within 24 hours

14. Work Restrictions / Non-Compensable Delays

Contractor acknowledges:

- Environmental shutdowns (wildlife, saturated soils, wind limits, discovery of cultural resources, buffer restrictions, and all other BMP-triggered suspensions) are non-compensable.
- The Contractor shall not claim additional time or compensation for any delays arising from compliance with Attachment X.

Caltrans District 10 BMPs

To comply with the
Statewide Fuels Reduction
Environmental Protection Plan

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ATTACHMENT A SPECIAL-STATUS WILDLIFE SPECIES EVALUATED FOR CALTRANS DISTRICT 10

1 PROJECT DESCRIPTION

Project Name: Caltrans District 10 Vegetation Management Program Corridor Contract 3 Wildfire Adaptation Fuel Reduction Vegetation and Tree Removal Project

Project Land Area (acres): 322.84

Proposed Commencement Date: October 1, 2026

Target Completion Date: June 30, 2028

Primary Project Objectives:

- ☒ Removal of hazardous, dead, and/or dying trees
- ☐ Removal of vegetation for the creation of strategic fuel breaks as identified by approved fire prevention plans, including without limitation, CAL FIRE Unit Fire Plans or Community Wildfire Preparedness Plans
- ☐ Removal of vegetation for community defensible space
- ☒ Removal of vegetation along roadways, high-ways, and freeways for the creation of safer ingress and egress routes for the public and responders and/or to reduce roadside ignitions
- ☐ Removal of vegetation using cultural traditional ecological knowledge for cultural burning and/or prescribed fire treatments for fuels reduction
- ☐ Maintenance of previously established fuel breaks or fuels modification projects

Cooperating agencies and/or resources (600 characters limit): Caltrans District 10 will coordinate with the following agencies prior to and/or during project operations to ensure effective implementation of the best management practices: Eldorado and Sierra National Forests (USFS), California Department of Forestry and Fire Protection (CAL FIRE), Regional Water Quality Control Board (RWQCB), California Department of Fish and Wildlife (CDFW), California Department of Conservation (CDC), California Air Resources Board (CARB), Mariposa County Fire Advisory Committee, Yosemite/Sequoia Resource Conservation and Development Council.

APPLICANT INFORMATION

Project Applicant:

Yi-Liang Kao, Caltrans, District 10 Vegetation Management Program Branch Chief
1604 South B Street, Stockton, CA 95206
Mailing: PO Box 2048(95201)
209.986.4535
yi-liang.kao@dot.ca.gov

Organization:

- ☒ Public Agency
 - ☐ Resource Conservation District
 - ☐ Non-Governmental Organization
 - ☐ Tribe
 - ☐ Fire Safe Council
 - ☐ Utility
 - ☐ Professional Land Manager
 - ☐ Other
-

Different Primary Contact:

- ☐ Yes
☒ No

QUALIFIED PARTY RESPONSIBLE FOR PROJECT OPERATION

Qualified Responsible Party Known:

- ☐ Yes
☒ No

JURISDICTIONAL INFORMATION

Location:

- Longitude: -120.589923; Latitude: 38.426777.
- Longitude: -119.754368; Latitude: 37.447960.
- Longitude: -119.949963; Latitude: 37.468753.

Responsible Area:

- ☐ Local
☒ State
☒ Federal

CAL FIRE Unit:

- | | |
|---|------------------------------|
| ☒ AEU | ☐ SLU |
| ☐ BDU | ☐ TCU |
| ☐ BEU | ☐ TGU |
| ☐ BTU | ☐ TUU |
| ☐ CZU | ☐ LAC |
| ☐ FKU | ☐ KRN |
| ☐ HUU | ☐ MRN |
| ☐ LMU | ☐ SBC |
| ☐ LNU | ☐ ORC |
| ☐ MEU | ☐ VNC |
| ☒ MMU | |
| ☐ NEU | |
| ☐ RRU | |
| ☐ SCU | |
| ☐ SDU | |
| ☐ SHU | |
| ☐ SKU | |

COMMERCIAL COMPONENT

Commercial Harvest:

- ☐ Yes
- ☒ No

TREATMENTS

- ☒ Mechanical Treatment (213.88 acres)
- ☒ Manual Treatment (322.84 acres)
- ☐ Prescribed Herbivory (grazing or browsing livestock)
- ☒ Herbicide Application (219.56 acres)
- ☐ Pile Burning
- ☐ Broadcast Burning
- ☐ Cultural Burning
- ☐ Other

Description of Work (1,200 characters limit)

Caltrans District 10 is planning to conduct vegetation management activities along the State Highway System (SHS) roadways to reduce wildfire ignition risk and establish fuel breaks to facilitate safe and reliable roadway access for public and emergency first responders. The proposed project would occur on selected segments of SHS along SR 88 in Amador County, and SR 49 in Mariposa County. Small portions of SR 88 and SR 49 would be located within Sierra National Forest and El Dorado National Forest, respectively. Treatments on US Forest Services lands would occur within Caltrans' easement areas. The treatment areas would cover approximately 322.84 acres. These treatment areas are vulnerable to wildfire based on information collected from Winter Workshops with local fire officials in 2021 and 2022, Community Wildfire Protection Plans, CAL FIRE's 2024 Fire Hazards Severity Zones, 2015 Interregional Road System Mapping, and the 2020 UC Davis Wildfire Vulnerability Assessment.

Fuels Management (600 characters limit)

Conifers $\leq$ ten (10) inch DBH and hardwoods $\leq$ eight (8) inch DBH shall be thinned to achieve 25-to-30-foot crown spacing. Spacing between shrub clumps $\leq$ ten (10) ft. by ten (10) ft. Invasive woody shrubs shall be treated with herbicides and removed from site. Clear vegetation within two (2) ft of guardrails, three (3) ft of bridge support, and 25 ft of powerlines. Retain conifers $\geq$ 10-inch DBH and hardwoods $\geq$ 8-inch DBH. Remove hazardous trees within 1.5 tree lengths. Stumps four (4) in; pruning eight (8) ft or 50% canopy. Apply and maintain EPP mandated Class I-III watercourse buffers.

Ground-based Equipment (600 characters limit)

Equipment used for mechanical treatment would include chipper, loader, excavator, masticator, and skid steer. Manual treatment equipment would include rakes, loppers, handsaw, manual pole saw, string trimmer, and chainsaw. Trucks would be used to transport equipment. No water crossing by equipment or vehicles is anticipated. No earth-moving or grading activities are proposed.

Slash Management / Woody Debris (600 characters limit)

Slash shall be treated by chipping and spreading, mastication, or removal from the site. No material shall remain within ten feet of the pavement. The maximum allowable depth of remaining material is two inches within ten to

thirty feet of the pavement, and four inches within thirty to one hundred feet of the pavement. Material shall not accumulate against retained trees or shrubs. Residue material above specifications shall be removed offsite and transported to an appropriate end use facility.

Maintenance Plan (600 characters limit)

Maintenance is anticipated to occur every 1 to 2 years within the Vegetation Management Strip (first 10 feet along the pavement edge). Subsequent treatments beyond the Vegetation Management Strip to the edge of right of way are anticipated to maintain the initial treatment effect, but generally less intense.

Additional Project Description Information (Not to include in the EP application due to character limits)

The selective vegetation removal area will vary in total width but will not exceed 100 feet from the edge of road pavement. Selective vegetation removal would be conducted through manual and mechanical treatments.

Herbicide may be applied to nonnative species using targeted applications in the treatment areas. No mechanical treatment would occur on slopes greater than 40 percent. Herbicides that could be used are Clopyralid, Glyphosate, Imazapyr, Indaziflam, Oxyflourfen, Sulfometuron methyl, and Triclopyr.

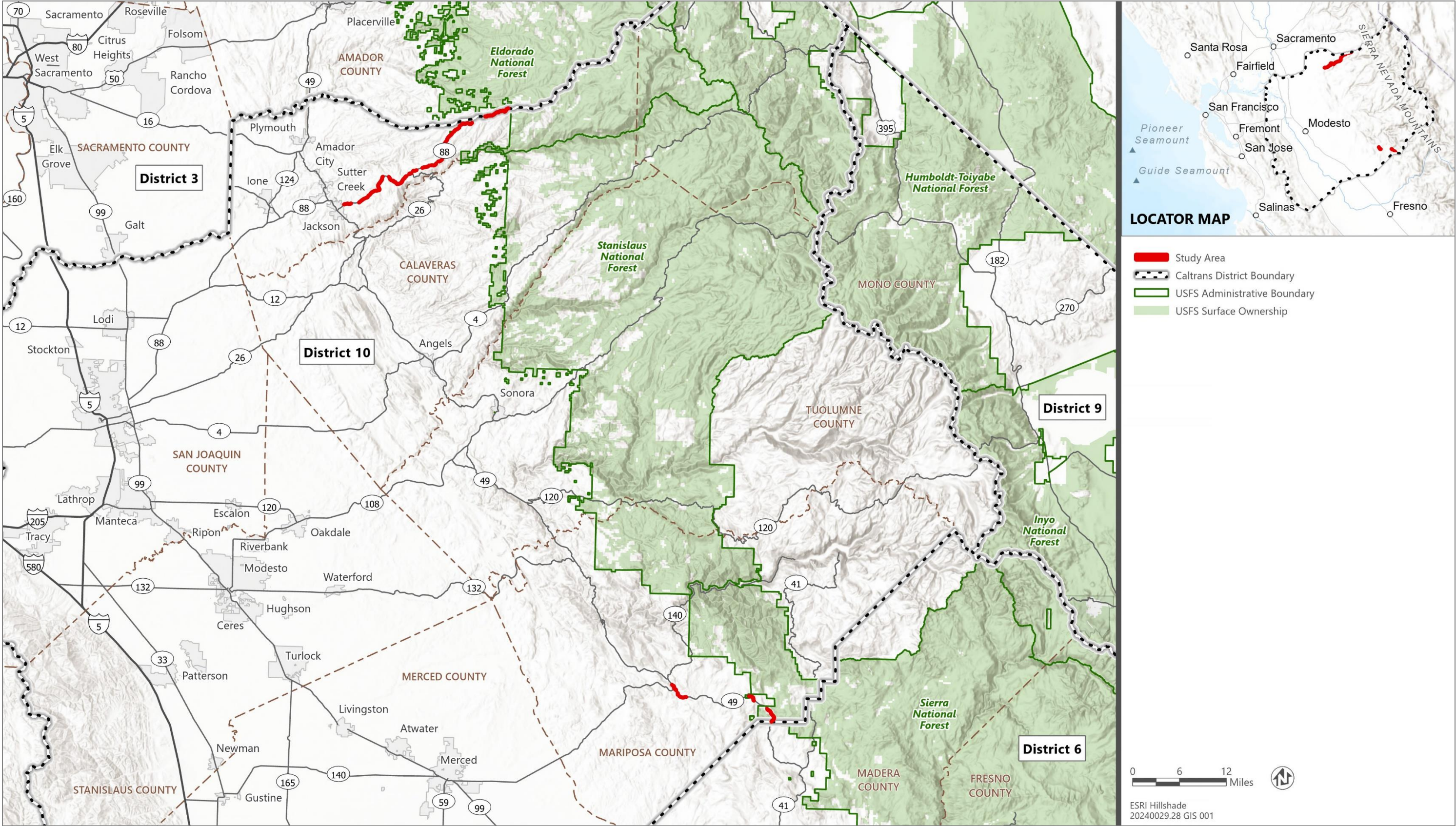


Figure 1Project Location

2 BEST MANAGEMENT PRACTICES

The project will adhere to the updated December 2025 Environmental Protection Plan (EPP) Best Management Practices (BMPs), which was developed and updated to fulfill Governor Newsom's State of Emergency Proclamation signed on March 1, 2025, which sought to expedite fuels reduction projects that protect communities and reduce severe risks of catastrophic wildfire. The below Project-Specific Implementation of BMPs have been developed in accordance with the EPP and through coordination with California Department of Fish and Wildlife.

2.1 SENSITIVE BIOLOGICAL RESOURCES

- a. Sensitive Biological Resources include:
 - i. Habitat that supports special-status plant and animal species, which includes:
 1. candidate, rare, threatened, endangered plants and wildlife; and
 2. federally listed species and their designated critical habitat. (Take of federally listed species is not covered by this suspension.) Please contact the USFWS or NOAA if take of federally listed species and/or critical habitat is anticipated.
 - ii. Wildlife nursery sites, including nesting rookeries, spawning areas, fawning areas, maternal roosts, etc.
- b. General. During project planning and immediately prior to on the groundwork or progression of treatments, identify known sites of sensitive biological resources and either avoid or exclude them from the project area when possible.
 - i. To identify existing sensitive biological resources information sources such as the CDFW California Natural Diversity Database (CNDDB), Areas of Conservation Emphasis, Terrestrial Connectivity ACE Dataset for wildlife corridors, the California Vegetation Treatment Programmatic Environmental Impact Report (CalVTP) or similar sources should be referenced. In addition, please contact appropriate local CDFW staff for assistance.
 - ii. When known sites and/or habitat suitable for sensitive biological resources are present and avoidance is not possible, certified or licensed responsible parties shall consult with the appropriate CDFW staff to obtain guidance. Additional BMPs may include maintenance of habitat function and avoidance of special-status species. For example: 1) Avoidance of habitat features within the project area, including the establishment of no-work buffers around nursery sites, roosts, rookeries, dens, etc.; 2) Conducting fuels reduction activities outside of critical seasons when a sensitive biological resource would be present; 3) Using hand or small engine tools instead of large equipment; 4) Monitoring occupied habitat features and occupants while conducting project activities; 5) Relocating special-status species after consultation with CDFW.
- c. Botanical Resources. When project planning identifies known sites of California-listed plants within the project area, efforts should be made to identify those locations during the appropriate blooming season. If found, avoid the plant populations by establishing either a seasonal work limitation or equipment exclusion buffer around the populations. If California-listed plant species are found during operations, place a 10-foot radius equipment exclusion buffer around the population to avoid impacts during treatment activities. If trees are to be removed within the buffer, trees should be felled away from the core plant populations. When impacts to known sensitive botanical resources cannot be avoided, or placing a buffer is not feasible, certified or licensed responsible parties shall consult with the appropriate CDFW staff to obtain guidance.

- d. Chaparral/Shrubland. Avoid project activities that could lead to type conversion where native chaparral and coastal sage scrub are present. Type conversion is defined as a change from a vegetation type dominated by native shrub species that are characteristic of chaparral and coastal sage scrub vegetation alliances to a vegetation type characterized predominantly by weedy herbaceous cover or annual grasslands.
- e. Vernal Pools. To protect vernal pools, avoid project activities in these areas.
- f. Aquatic and Riparian Habitat Protection:
 - i. Fish bearing water bodies: Avoid use of heavy equipment on banks and in wet channels. If possible, retain all existing large woody debris in a creek and on banks. Design treatments to retain or improve riparian habitat function, and: 1) Retain at least 75 percent of the overstory and 50 percent of the understory canopy of native riparian vegetation within 100 feet of perennial streams and 50 feet of intermittent streams. 2) Treatments should target overgrown vegetation outside the riparian zone. 3) Shade-producing canopy within a watercourse and associated riparian habitat shall be retained where waterbodies are listed as impaired for temperature.
 - ii. Non-fish Bearing water bodies: Project activities shall avoid heavy equipment use on banks and in wet channels.
 - iii. When sensitive resources cannot be avoided, certified or licensed responsible parties shall consult with the appropriate CDFW staff to obtain guidance.
- g. During Project Activities: Daily Clearance Inspection: Before the start of daily project activities, the certified or licensed responsible party should walk and survey the work area to ensure no new active nests, nest cavities, roosts, dens, etc. are present, and that no wildlife is present that cannot move out of the project area on its own.
 - i. Wildlife Detected: If any wildlife is encountered during project activities, allow the wildlife to leave the area unharmed. 1) If stopping project activities for fish or wildlife detections will result in danger to life or equipment, immediate action to prevent or mitigate loss of, or damage to, life, health, or equipment should be prioritized. 2) When a wildlife habitat element such as active nests, dens, roost trees, nest cavities, etc. is detected, establish an exclusion buffer around the wildlife habitat element. 3) When avoidance of a special-status species is not possible, relocation is allowed with CDFW guidance. If the wildlife is not a special-status species, then the certified or licensed responsible party may capture and relocate the wildlife to the nearest appropriate habitat outside the work area. 4) For work activities requiring the removal of intact habitat, clear vegetation from disturbed areas towards intact habitat to allow wildlife to escape into undisturbed areas.
 - ii. If wildlife is trapped in any pits, ditches, or other types of excavations, and unable to escape on its own, the certified or licensed responsible party shall capture and release wildlife to a location outside the work area into the most suitable habitat near the work area or contact CDFW for assistance.

PROJECT-SPECIFIC IMPLEMENTATION OF BMPs

Biologist Qualifications

The biological resource best management practices require that qualified individuals implement components of the measures. To be considered qualified, all Caltrans requirements listed below will be met. Individuals of various titles, including biologist and Registered Professional Forester (RPF), may serve as the Caltrans-Approved Biologist, if they meet these qualifications.

Caltrans-Approved Biologist: To be approved as a Caltrans-Approved Biologist, the individual would hold a wildlife biology, botany, ecology, forestry, or other relevant degree from an accredited university and: 1) be knowledgeable in relevant species life histories and ecology, 2) be able to correctly identify relevant species and habitats, 3) have experience conducting field surveys of relevant species or resources (and has observed species in the field via sight,

sound, handling, etc.), 4) be knowledgeable about survey protocols, 5) be knowledgeable about state and federal laws regarding the protection of special-status species, and 6) have experience with CDFW's California Natural Diversity Database (CNDDDB) and Biogeographic Information and Observation System (BIOS). Caltrans will review the resume and approve the qualifications of biologists.

General

See Attachment A for a table of special-status wildlife species with potential to occur in the project area and habitat descriptions.

Vernal Pools

The Daily Clearance Inspection will include identification of vernal pools in the project area. In compliance with the EPP, vernal pools would be fully avoided by treatment activities.

Botanical Resources

To avoid impacts on plants listed under the federal Endangered Species Act (ESA) or proposed for listing under ESA, apply the protections described under Botanical Resources to those species. In compliance with the EPP, these measures also apply to CESA-listed plants.

A search of the California Native Plant Society (CNPS) rare plant inventory and California Natural Diversity Database (CNDDDB) for known rare plants surrounding all project areas has been conducted (Section 2.3, part b.i), and pedestrian surveys for sensitive plants were conducted between May 1 and June 1, 2025. Project areas were examined for presence of sensitive plant species, and no state or federally listed plant species were detected in the project area. Consistent with the EPP, if sensitive plant species are detected, a 10-foot buffer will be established around listed plant species observed during surveys or operations.

One CRPR rank 1B.2 sensitive plant species was detected during pedestrian surveys. Nine individual occurrences of Pleasant Valley mariposa-lily (*Calochortus clavatus* var. *avius*) were documented. Mariposa clarkia (*Clarkia biloba* ssp. *australis*) was documented in the portions of the project area that occur in Amador County. Buffers will be established around all sensitive plant occurrences, and plant buffers will be fully avoided by treatment activities.

Wildlife

A search of the CNDDDB has been conducted for known occurrences of sensitive wildlife species in the USGS quadrant area surrounding all project areas. Vegetation data was examined for assessment of habitat suitability. Reconnaissance surveys for sensitive wildlife habitat have been conducted at all treatment areas.

The below list of project-specific measures includes general protections for sensitive wildlife groups (e.g., nesting birds, bats) as well as species-specific measures for species that are listed or candidates for listing under the California Endangered Species Act (CESA), those listed as threatened or endangered under the federal Endangered Species Act (ESA), and those that are candidates or proposed for listing under ESA (Attachment A). Positive observations of ESA-listed species would be reported to USFWS by the Caltrans-approved biologist, to the extent feasible.

Invertebrates

Pollinator Protection

Many special-status invertebrates are pollinators with similar habitat requirements. The following BMPs will be implemented to protect special-status pollinator species:

- ▶ Herbicide applications will not target native flowering plants while they are blooming. Herbicide applications will be conducted with ground-level application only (i.e., paint-on stems, backpack hand-applicator, hypo-hatchet tree injection, or hand placement of pellets). No aerial spray of herbicides will occur.
- ▶ Biomass disposal (e.g., chip or log placement) will be designed to avoid flowering plants when feasible.
- ▶ If treatment is proposed in areas containing floral resources for special-status pollinators (e.g., wet meadow, forest meadow, riparian, grassland, or coastal scrub habitat containing flowering plants), treatments will be

conducted in a patchy pattern to the extent feasible in occupied or suitable habitat, such that the entirety of the habitat is not burned or removed and untreated portions of occupied or suitable habitat are retained (e.g., fire breaks will be aligned to allow for areas of unburned floral resources for pollinators within the treatment area). The objective of this measure is to provide refuge for special-status bumble bees and butterflies during treatment activities and temporary retention of suitable floral resources proximate to the treatment area.

Crotch's bumble bee (*Bombus crotchii*)

CESA Candidate Endangered

Habitat for Crotch's bumble bee will be maintained with implementation the Daily Clearance Inspection, Pollinator Protection, and the following BMPs:

- ▶ Daily clearance inspections will include identification of bumble bee nests and structures suitable for bumble bee nests (e.g., existing burrows, cavities) if feasible.
- ▶ Treatments will not be applied to blooming native plants within suitable habitat during the Crotch's bumble bee flight season (February through August) if feasible.
- ▶ Chips will not be placed on or within 5 feet of habitat that is suitable for a bumble bee nest (e.g., existing burrows, cavities) if feasible.
- ▶ If daily clearance inspections identify suitable nesting sites, heavy equipment will not be driven over these sites to the extent feasible.

Western bumble bee (*Bombus occidentalis*)

CESA Candidate Endangered

Habitat for western bumble bees will be maintained with implementation the Daily Clearance Inspection), Pollinator Protection, and the following BMPs:

- ▶ Daily clearance inspections will include identification of bumble bee nests and structures suitable for bumble bee nests (e.g., existing burrows, cavities) if feasible.
- ▶ Treatments will not be applied to blooming native plants within occupied or suitable habitat during the western bumble bee flight season (February through September) if feasible.
- ▶ Chips will not be placed on or within 5 feet of habitat that is suitable for a bumble bee nest (e.g., existing burrows, cavities) if feasible.
- ▶ If daily clearance inspections identify suitable nesting sites, heavy equipment will not be driven over these sites to the extent feasible.

Reptiles and Amphibians

Reptile and Amphibian Protection

The following BMPs will be implemented to protect special-status reptile and amphibian species:

- ▶ Check Equipment: Operators and surveyors will check under or next to stationary vehicles prior to operating vehicles for the presence of special-status reptiles and amphibians.
 - ▶ Avoidance of burrows: To the extent feasible, mechanized equipment that may cause burrow collapse (tracked and other heavy equipment) will be driven exclusively on compacted, paved, or stable surfaces when mammal burrows are present in the treatment area.
 - ▶ Wood Chip Guidelines: Chips will not be spread on burrows, rock outcrops, or other features that may be used as special-status reptile or amphibian refugia. Chips will be spread on the ground to the specified depth limit and will not be spread on vegetation. No chips will be spread in native perennial grassland habitat or in habitat identified as sensitive.
-

California red-legged frog (*Rana draytonii*)*ESA Threatened, California Species of Special Concern*

Aquatic habitat for California red-legged frogs will be maintained and individuals occupying breeding habitat will be protected with the implementation of Aquatic and Riparian Habitat Protection). Upland habitat for California red-legged frogs and individuals will be maintained with implementation of the Daily Clearance Inspection Reptile and Amphibian Protection, and the following BMPs:

- ▶ If no California red-legged frog aquatic breeding habitat is present within 1.7 miles of the proposed project area, then the species is not expected to occur, and no further California red-legged frog measures will apply.
- ▶ When mechanical treatments and manual tree removal activities are proposed within 1.7 miles of aquatic breeding habitat for California red-legged frog, the following strategies for avoidance will be implemented:
- ▶ If a California red-legged frog is found during the daily clearance inspection or enters the project site during treatment activities, all work will stop within a no-disturbance buffer of 100 feet around the individual unless it is determined by the Caltrans-approved biologist that a different-sized buffer is appropriate to avoid disturbance, injury, or mortality. Treatment activities will cease within the buffer until the animal leaves on its own and the occurrence will be reported to the Caltrans-approved biologist, CDFW, and USFWS.
- ▶ If operators need to move or treat large woody debris greater than 12 inches in diameter, that piece of woody debris (if located within 300 feet of a Class I or Class II water) will be evaluated for California red-legged frog by a Caltrans-approved biologist.
- ▶ All mechanized equipment will shut down for 24 hours following any precipitation event of 0.20 inches to less than 1 inch, 48 hours following any precipitation event 1 inch to less than 2 inches, and 72 hours following any precipitation event greater or equal to 2 inches. Manual treatments, stationary chipper operations on established roads, and chipper operations from compacted surfaces may continue.
- ▶ If California red-legged frog is found during the daily clearance inspection or enters the project site during treatment activities, the specific habitat features used by the frog when detected will be evaluated by a Caltrans-approved biologist for habitat retention, if habitat retention will meet the project goals.
- ▶ All herbicides used during project implementation will comply with current herbicide use restrictions. The stipulated injunction issued by the Federal District Court for the Northern District of California to resolve the 2006 case brought against the US Environmental Protection Agency by the Center for Biological Diversity requires that pesticides listed in the injunction will not be applied in aquatic breeding and nonbreeding aquatic critical habitat, upland critical habitat, or within 60 foot buffer zones measured from the edge of the aquatic breeding, nonbreeding aquatic, or upland critical habitat in certain counties, including Amador County and Calaveras County.

California tiger salamander (*Ambystoma californiense*)*Population 1: ESA Threatened, CESA Threatened*

Aquatic habitat for California tiger salamanders will be maintained and individuals occupying breeding habitat will be protected with implementation of Aquatic and Riparian Habitat Protection. Upland habitat for California tiger salamander will be maintained, and individuals will be protected with implementation of the Daily Clearance Inspection, Reptile and Amphibian Protection, and the following BMPs:

- ▶ Daily clearance inspections will include inspection of mammal burrows that are potentially suitable for use by California tiger salamander.
 - ▶ If a California tiger salamander is found during the daily clearance inspection, or if a California tiger salamander enters the project site during treatment activities, all work will stop within a no-disturbance buffer of 100 feet around the individual (unless it is determined by the qualified Caltrans-approved biologist that a different-sized buffer is appropriate to avoid disturbance, injury, or mortality). Treatment activities will cease within the buffer
-

until the animal leaves on its own, and the occurrence will be reported to the Caltrans -approved biologist and USFWS.

Foothill yellow-legged frog (*Rana boylei*)

Population 5: *ESA Endangered, CESA Endangered*

Aquatic habitat for foothill yellow-legged frogs will be maintained and individuals occupying aquatic habitat will be protected with the implementation of Aquatic and Riparian Habitat Protection. Upland habitat for foothill yellow-legged frogs and individuals will be maintained with implementation of the Daily Clearance Inspection, Reptile and Amphibian Protection, and the following BMPs:

- ▶ In treatment areas within 200 feet of Class I and Class II watercourses, the habitat suitability for foothill yellow-legged frog will be assessed by a Caltrans-approved biologist, or presence will be assumed.
- ▶ A Caltrans-approved biological monitor will monitor all treatment activities in occupied or assumed occupied foothill-yellow-legged frog habitat (within 200 feet of watercourses). The monitor will conduct ongoing surveys ahead of work.
- ▶ If a foothill yellow-legged frog is present in the project area, a no-disturbance buffer zone will be established around the location where the foothill yellow-legged frog is found, and no treatment will occur in this buffer zone until the frog has left the area. The buffer zone will be 130 feet during the seasonal wet period (when conditions are wet, or generally November through April) and may be reduced to as small as 40 feet during the seasonal dry period (when conditions are dry or generally May through October). If a foothill yellow-legged frog is observed during treatment, halt treatment activities in the area, and allow foothill yellow-legged frogs to move out of the treatment area on their own accord. All observations of foothill yellow-legged frog will be reported to the Caltrans-approved biologist, CDFW, and USFWS.

Sierra Nevada yellow-legged frog (*Rana sierrae*)

ESA Endangered, CESA Threatened

- ▶ Habitat for Sierra Nevada yellow-legged frog is present at elevations above 4,500 feet, including portions of SR 88 in the project area. Aquatic habitat for foothill yellow-legged frogs will be maintained and individuals occupying aquatic habitat will be protected with the implementation of Aquatic and Riparian Habitat Protection. Where Sierra Nevada yellow-legged frog may occur (along SR 88), individuals will be maintained with implementation of the Daily Clearance Inspection and the following BMPs:
 - In treatment areas along SR 88, expand the daily clearance inspection to include areas within 100 feet of perennial streams and ponds if feasible.
 - A Caltrans-approved biological monitor will monitor all treatment activities occurring within 30 feet of perennial watercourses and ponds/lakes for work along SR 88. The monitor will conduct ongoing surveys ahead of work.
 - If a Sierra Nevada yellow-legged frog is found during the daily clearance inspection or enters the project site during treatment activities, all work will stop within a no-disturbance buffer of 100 feet around the individual unless it is determined by the Caltrans-approved biologist that a different-sized buffer is appropriate to avoid disturbance, injury, or mortality. Treatment activities will cease within the buffer until the animal leaves on its own and the occurrence will be reported to the Caltrans-approved biologist, CDFW, and USFWS.

Northwestern pond turtle (*Actinemys marmorata*)

ESA Proposed Threatened 4(d) rule¹, California Species of Special Concern

- ▶ Aquatic habitat for northwestern pond turtles will be maintained and individuals occupying breeding habitat will be protected with the implementation of Aquatic and Riparian Habitat Protection. Upland habitat for

¹ USFWS proposed the 4(d) rule for northwestern pond turtle, which would provide certain exceptions to take prohibitions in the ESA for projects that have beneficial or negligible impacts to the northwestern pond turtle, including wildfire suppression and management projects.

northwestern pond turtles and individuals will be maintained with implementation of the Daily Clearance Inspection, Reptile and Amphibian Protection, and the following BMPs:

- If treatment activities occur greater than 1,300 feet (USFWS 2023) from aquatic habitat suitable for northwestern turtles (e.g., ponds, lakes, ditches, streams, and marshes with basking areas), then impacts to the species will be avoided, and no further measures are required. If treatment activities occur within 1,300 feet of aquatic habitat suitable for the species, a Caltrans-approved biologist will conduct a survey prior to mechanical treatments, and manual tree removal treatment activities. Upland habitat may include riparian areas, grasslands, and open oak woodlands on east-facing or south-facing slopes that are less than 25 percent slope within 1,300 feet of aquatic habitat (USFWS 2023).
- If a northwestern pond turtle is found during the daily clearance inspection or enters the project site during treatment activities, all work will stop within a no-disturbance buffer of 100 feet around the individual if feasible unless it is determined by the Caltrans-approved biologist that a different-sized buffer is appropriate to avoid disturbance, injury, or mortality. Treatment activities will cease within the buffer until the animal leaves on its own and the occurrence will be reported to the Caltrans-approved biologist, CDFW, and USFWS.

Birds

Nesting Bird Protection

Nesting birds will be protected with implementation of the Daily Clearance Inspection and the following BMPs:

- ▶ Treatment activities will occur outside of the active nesting season of bird species, including raptors, that could be present within or adjacent to the treatment site, if feasible. The nesting season is generally February 1 through August 31, or as determined by a Caltrans biologist based on site specific conditions. If habitat is present for special-status nesting birds with longer nesting periods, the limited operating period will be altered as described below:
 - White-tailed kite: January 1 through August 31
- ▶ If active nesting season avoidance is not feasible, a Caltrans-approved biologist will conduct a survey for nesting birds, including raptors during daily clearance inspections, or as a separate survey no more than 14 days prior to treatment activities. Existing records (e.g., CNDDDB, eBird database, State Wildlife Action Plan) may be reviewed in advance of the survey to identify the common nesting birds, including raptors, that are known to occur in the vicinity of the treatment site. The survey will occur in a single survey period of sufficient duration to reasonably detect nesting birds and conducted during the active time of day for target species, typically close to dawn and/or dusk (of the preceding day).
- ▶ If an active nest is observed (i.e., presence of eggs and/or chicks) or determined to likely be present based on nesting bird behavior, Caltrans will implement a strategy to avoid disturbance of active nests, which may include, but is not limited to, one or more of the following measures:
 - Establish Buffer. A temporary, species-appropriate buffer will be established around the nest sufficient to reasonably expect that breeding will not be disrupted if feasible. Treatment activities will not be implemented inside of the buffer until the chicks have fledged from the nest and are no longer reliant on the nest site. The buffer location will be determined by a Caltrans-approved biologist. Factors to be considered for determining buffer location will include presence of natural buffers provided by vegetation or topography, nest height above ground, baseline levels of noise and human activity, species sensitivity, and expected treatment activities. Industry standard buffer distances are included here. These distances may be adjusted as needed by the Caltrans-approved biologist.
 - California spotted owl: 0.25 miles
 - Great gray owl: 1,320 feet
 - Tricolored blackbird: 300 feet

- Modify Treatment. Caltrans will modify the treatment in the vicinity of an active nest to avoid disturbance of active nests (e.g., by implementing manual treatment methods, rather than mechanical treatment methods) if feasible. Treatment modifications will be determined by the project proponent in coordination with a Caltrans-approved biologist.
- ▶ The following avoidance strategies may also be considered together with or in lieu of the above actions to avoid disturbance to raptor nests:
 - Monitor Active Raptor Nest During Treatment. A Caltrans-approved biologist will monitor an active raptor nest during treatment activities to identify signs of agitation, nest defense, or other behaviors that signal disturbance of the active nest is likely (e.g., standing up from a brooding position, flying off the nest). If breeding raptors are showing signs of nest disturbance, one of the other avoidance strategies (establish buffer, modify treatment) will be implemented or a pause in the treatment activity will occur until the disturbance behavior ceases.
 - Retention of Raptor Nest Trees. Trees with visible raptor nests, whether occupied or not, will be retained.

Tricolored blackbird (*Agelaius tricolor*)

CESA Threatened, California Species of Special Concern

Habitat for tricolored blackbirds will be maintained and nesting individual tricolored blackbirds will be protected with the implementation of the Daily Clearance Inspection and the Nesting Birds Protection.

Golden eagle (*Aquila chrysaetos*)

California Fully Protected

Nesting habitat is not likely to be present within the project area, due to its location along the SHS and associated existing human disturbance. Foraging habitat for golden eagle will be maintained or improved by treatments to remove invasive plant species within the species range and Chaparral/Shrubland measures.

White-tailed kite (*Elanus leucurus*)

California Fully Protected

Habitat for white-tailed kites will be maintained and nesting individual white-tailed kites will be protected by the limited size of tree removal and with the implementation of the Daily Clearance Inspection and the Nesting Bird Protection.

Great gray owl (*Strix nebulosa*)

CESA Endangered

Nesting habitat is not likely to be present within the project area, due to its location along the SHS and the levels of existing human disturbance. Great gray owl may occur in the higher elevation portions of SR 88. Habitat for great gray owls will be maintained and nesting individual great gray owls will be protected with the implementation of the Daily Clearance Inspection and the Nesting Birds Protection.

California spotted owl (*Strix occidentalis occidentalis*)

ESA Proposed Threatened with 4(d) rule², Species of Special Concern

Habitat for California spotted owls will be maintained because large trees will not be targeted by treatment activities and where habitat for the species is present, the width of treatment areas are limited. Individuals present within the project area will be protected by the implementation of Daily Clearance Inspection, Nesting Bird Protection, and the following BMPs:

² USFWS proposed the 4(d) rule for California spotted owl, which would provide certain exceptions to take prohibitions under ESA for projects that have beneficial or negligible impacts to California spotted owl, including forest or fuels management to reduce the risk or severity of wildfire.

- ▶ If the treatment area is located outside of the habitat and range for California spotted owls, which is found within forested habitat with large diameter trees throughout the project area, then the species is not expected to occur, and no further measures specific to the species will apply.
- ▶ Prior to implementation, a Caltrans-approved biologist will review California spotted owl occurrence data in the CNDDDB. For portions of the project occurring on or near US Forest Service land, Caltrans will coordinate with the US Forest Service to determine if nest locations are known to occur in the area.
- ▶ To avoid impacts on California spotted owl, expand surveys to include areas within 500 feet of the treatment area as access allows.
- ▶ If a documented California spotted owl nesting occurrence or activity center is present in the project area, potential impacts to the nesting occurrence from loud and continuous noise will be avoided by implementing a limited operating period for mechanical treatments and manual tree and snag removal within 0.25 miles of the occurrence during the California spotted owl nesting season (March 1–August 15), if feasible.
- ▶ To avoid impacts on California spotted owl, no vegetation removal that reduces the canopy density in forested habitat will occur March 1–August 15, and no treatment activities that result in loud and continuous noise that does not result in change to the forest canopy will occur February 15–July 15.
- ▶ If feasible, overstory canopy cover within stands occupied by California spotted owl will be maintained at 60 percent or greater cover, and treatments will maintain tree age class diversity and sufficient understory trees to facilitate forest regeneration and long-term maintenance of habitat function.

Mammals

Northern California ringtail (*Bassariscus astutus raptor*)

California Fully Protected

Habitat function for northern California ringtail will be maintained, because they are not likely to den within the project area and large diameter trees used for denning are not targeted for removal.

Fisher - Southern Sierra Nevada ESU (*Pekania pennanti* pop. 2)

ESA Endangered, CESA Threatened

- ▶ Fisher prefers intermediate to large-tree stages of conifer forests and riparian habitats with sufficient high canopy closure, snag retention, and mature hollow trees. This species may occur at higher elevations of the project area along SR 26 and SR 88. Habitat function for fisher will be maintained, because large diameter trees used for denning are not targeted for removal. Denning fisher individuals will be protected with the implementation of the Daily Clearance Inspections and the following BMPs in habitat suitable for fisher:
 - If the treatment area is located outside of the habitat and range for fisher, which may be found at high elevations along SR 26 and SR 88 within the project area, then the species is not expected to occur, and no further measures specific to the species will apply.
 - A limited operating period for mechanical treatment activities conducted from March 1 to June 30 will be implemented, if feasible. If conducting some mechanical treatment outside of the fisher maternity season (i.e., the period during which young will be present in a den, approximately March 1–June 30) is determined to be infeasible for certain treatments, the following requirements will apply:
 - Focused surveys for fisher, including non-invasive survey methods (e.g., trail cameras, track plates, hair snares), will be conducted by a Caltrans-approved biologist prior to implementing mechanical treatments during the fisher maternity season (May 1–June 30) within habitat suitable for the species.
 - If an active fisher den is detected during focused surveys, a no-disturbance buffer of at least 300 feet will be established around the den. No treatment activities will occur within this buffer until the den is no longer occupied as determined by a Caltrans-approved biologist.

Wildlife Nursery and Rookery Sites

Wildlife nurseries and rookeries include bird nest rookeries, fish spawning areas, deer fawning areas, and maternal bat dens for common wildlife species. Wildlife nursery sites are considered sensitive by the EPP. Nursery habitat will be assessed and identified during the Daily Clearance Inspection and following BMPs:

- ▶ **Retain Known Nursery Sites.** A Caltrans-approved biologist will identify the important habitat features of the wildlife nursery and, prior to treatment activities, will mark these features for avoidance and retention during treatment, if feasible. If tree removal is conducted within forested areas during the maternity season for bats (April 1 to August 31), a bat habitat assessment survey will be performed by a Caltrans -approved biologist prior to tree removal.
- ▶ **Establish Avoidance Buffers.** Caltrans will establish a no-disturbance buffer around the nursery site if activities are required while the nursery site is active/occupied. The appropriate size and shape of the buffer will be determined by the Caltrans-approved biologist, based on potential effects of project-related habitat disturbance, noise, visual disturbance, and other factors. No treatment activity will commence within the buffer area until the Caltrans-approved biologist confirms that the nursery site is no longer active/occupied, if feasible. If treatment activities cause agitated behavior of the individual(s), the buffer distance will be increased or treatment activities modified until the agitated behavior stops.

2.2 CHEMICAL TREATMENT

- a. **Discharge.** Herbicides shall not be applied in a manner, or at rates that will cause or threaten to cause a discharge of waste to waters of the state at levels that cause or contribute to an exceedance of water quality objectives.
- b. **Application.** Herbicide applications shall comply with all laws and regulations that are not suspended. If herbicide treatments are needed, consultation with a licensed Pest Control Advisor shall occur.
- c. **Weather.** Herbicide application shall not occur in the following conditions: in winds that exceed seven miles per hour, during a Precipitation Event or in violation of any label directions related to precipitation.

PROJECT-SPECIFIC IMPLEMENTATION OF BMPs

- ▶ **Spill Prevention and Response Plan:** The project proponent or licensed Pest Control Advisor (PCA) will prepare a Spill Prevention and Response Plan (SPRP) prior to beginning any herbicide treatment activities to provide protection to onsite workers, the public, and the environment from accidental leaks or spills of herbicides, adjuvants, or other potential contaminants. The SPRP will include (but not be limited to):
 - a map that delineates staging areas, and storage, loading, and mixing areas for herbicides;
 - a list of items required in an onsite spill kit that will be maintained throughout the life of the activity;
 - procedures for the proper storage, use, and disposal of any herbicides, adjuvants, or other chemicals used in vegetation treatment.
 - ▶ **Comply with Herbicide Application Regulations:** The project proponent will coordinate pesticide use with the applicable County Agricultural Commissioner(s), and all required licenses and permits will be obtained prior to herbicide application. The project proponent will prepare all herbicide applications to do the following:
 - Be implemented consistent with recommendations prepared annually by a licensed PCA.
 - Comply with all appropriate laws and regulations pertaining to the use of pesticides and safety standards for employees and the public, as governed by the EPA, DPR, and applicable local jurisdictions.
 - Adhere to label directions for application rates and methods, storage, transportation, mixing, container disposal, and weather limitations to application such as wind speed, humidity, temperature, and precipitation.
-

- Be applied by an applicator appropriately licensed by the State.
- ▶ Triple Rinse Herbicide Containers: The project proponent will triple rinse all herbicide and adjuvant containers with clean water at an approved site and dispose of rinsate by placing it in the batch tank for application per 3 CCR Section 6684. The project proponent will puncture used containers on the top and bottom to render them unusable, unless said containers are part of a manufacturer's container recycling program, in which case the manufacturer's instructions will be followed. Disposal of non-recyclable containers will be at legal dumpsites. Equipment will not be cleaned, and personnel will not be washed in a manner that would allow contaminated water to directly enter any body of water within the treatment area or adjacent watersheds. Disposal of all herbicides will follow label requirements and waste disposal regulations.
- ▶ Minimize Herbicide Drift to Public Areas: The project proponent will employ the following herbicide application parameters during herbicide application to minimize drift into public areas:
 - application will cease when weather parameters exceed label specifications or when sustained winds at the site of application exceeds 7 miles per hour (whichever is more conservative).
 - spray nozzles will be configured to produce the largest appropriate droplet size to minimize drift.
 - low nozzle pressures (30-70 pounds per square inch) will be utilized to minimize drift; and
 - spray nozzles will be kept within 24 inches of vegetation during spraying.
- ▶ Notification of Herbicide Use in the Vicinity of Public Areas: For herbicide applications occurring within or adjacent to public recreation areas, residential areas, schools, or any other public areas within 500 feet, the project proponent will post signs at each end of herbicide treatment areas and any intersecting trails notifying the public of the use of herbicides. The signs will include the signal word (i.e., Danger, Warning or Caution), product name, and manufacturer; active ingredient; EPA registration number; target pest; treatment location; date and time of application; restricted entry interval, if applicable per the label requirements; date which notification sign may be removed; and a contact person with a telephone number. Signs will be posted prior to the start of treatment and notification will remain in place for at least 72 hours after treatment ceases.

REFERENCES

USFWS. See US Fish and Wildlife Service.

US Fish and Wildlife Service. 2023. "Endangered and Threatened Wildlife and Plants; Threatened Species Status with Section 4(d) Rule for the Northwestern Pond Turtle and Southwestern Pond Turtle." Proposed Rule. Federal Register 88: 68370 – 68399.

Attachment A

Special-Status Wildlife Species Evaluated for Caltrans District 10

Special-Status Wildlife Species Known to Occur in the Vicinity of the Study Area and Their Potential for Occurrence in the Study Area

Species	Listing Status ¹	Habitat	Potential for Occurrence
Fish			
<i>Mylopharodon conocephalus</i> hardhead	US: USFS CA: SSC	Low to mid-elevation streams in the Sacramento-San Joaquin drainage. Also present in the Russian River. Clear, deep pools with sand-gravel-boulder bottoms and slow water velocity. Not found where exotic centrarchids predominate.	Route 49 – Possible; Unlikely to be affected by project. Route 88 – No; not in range.
Invertebrates			
<i>Bombus crotchii</i> Crotch bumble bee	US: CA: C	Nearly endemic to California; occurs in grassland and shrublands in southern and central California; flight period for queens is from late February to late October; flight period for workers and males is from Late March through September; nests underground; likely overwinters in soft soil or under leaf litter; generalist forager.	Route 49 – Possible. Route 88 – Possible.
<i>Bombus occidentalis</i> Western bumble bee	US: CA: C	Once common throughout much of its range, in California, this species is currently largely restricted to high elevation sites in the Sierra Nevada and the northern California coast. Habitat includes open grassy areas, chaparral, scrub, and meadows. Requires suitable nesting sites for the colonies, availability of nectar and pollen from floral resources throughout the duration of the colony period (spring, summer, and fall), and suitable overwintering sites for the queens.	Route 49 – No; not in current range Route 88 – Possible.
<i>Desmocerus californicus dimorphus</i> valley elderberry longhorn beetle	US: T CA: —	Requires elderberry shrubs for reproduction and survival, with stems greater than 1 inch; occurs only in the Central Valley north of the San Joaquin River; occurs below 500 feet elevation; eggs laid on elderberry shrubs; larvae burrow into stems for food and metamorphosis; adults emerge from the stem and spend the remainder of their lives on the same shrub or on the ground underneath.	Route 49 – No; no elderberry encountered. Route 88 – No; no elderberry encountered.
Amphibians			
<i>Ambystoma macrodactylum sigillatum</i> southern long-toed salamander	US: CA: SSC	Sierra Nevada from Tuolumne County near Stanislaus River northward and east of the Cascades in Modoc and Lassen Counties; found in ponderosa pine, montane hardwood-conifer, mixed conifer, montane riparian, red fir, and wet meadows; elevational range from near sea level to 9,180 feet; feeds on invertebrates; subterranean most of the year occupying small mammal burrows, rock fissures and human structures; nocturnally active preceding and following breeding; breeds in temporary ponds formed from winter and spring rains/snowmelt.	Route 49 – No; route outside of species' range. Route 88 – Yes; numerous records, mostly at higher elevations.

Species	Listing Status ¹	Habitat	Potential for Occurrence
California tiger salamander - central California DPS <i>Ambystoma californiense</i> pop. 1	US: T CA: T	Lives in vacant or mammal-occupied burrows throughout most of the year; in grassland, savanna, or open woodland habitats. Need underground refuges, especially ground squirrel burrows, and vernal pools or other seasonal water sources for breeding.	Route 49 – Yes; this portion of the project area is within the range of this species based on an occurrence in Mariposa (Pers Comm 2025) Route 88 – Yes; lower elevation portions of this project area are within range for this species.
<i>Hydromantes brunus</i> limestone salamander	US: USFS CA: T, FP	Highly restricted range; found in mixed chaparral habitats when moisture is available, primarily along the Merced River and its tributaries in Mariposa County; elevational range from 80 to 2,624 feet; sometimes found on limestone outcrops and caverns; California buckeye (<i>Aesculus californica</i>) maybe an indicator for ideal habitat; seeks cover under logs and rocks; little known about feeding habits and reproduction; nocturnally active at surface during rain in fall, winter, and spring; mostly subterranean during dry periods.	Route 49 – No; no Work Area Boundaries (WABs) along area containing aquatic habitat. Route 88 – No; highly restricted range far from route.
<i>Rana boylei</i> pop. 5 Foothill yellow-legged frog - south Sierra DPS	US: E, USFS CA: E	Found in aquatic habitats with flowing water and partially shaded by riparian habitat. Streams are shallow and have riffles from rocky substrate. Lays eggs on cobble-size rock. Water must be present for at least 15 weeks for metamorphosis. Rarely found away from permanent water; further distance from water recorded is 165 feet.	Route 49 – Yes; multiple recorded observations in vicinity. Route 88 – Yes; multiple recorded observations in vicinity.
<i>Rana draytonii</i> California red-legged frog	US: T CA: SSC	Highly aquatic; found in quiet, permanent or nearly permanent pools of streams and marshes, occasionally ponds; prefers well vegetated shorelines; feeds on wide variety of animals; larvae or mostly herbivores; need permanent pools with emergent vegetation to attach egg masses; active all year.	Route 49 – Yes; within range. Route 88 – Yes; documented in tributaries that cross route.
<i>Rana sierrae</i> Sierra Nevada yellow-legged frog	US: E, USFS CA: T	Aquatic, though always encountered within a few feet of water in streams, lakes and ponds with riparian habitat, lodgepole pine, subalpine conifer, and wet meadow habitats; favors terrestrial insects; requires shallow water with gravel or rocks for egg attachment; diurnal; hibernate in winter beneath ice-covered aquatic features; occurs in the Sierra Nevada from Fresno County north to Plumas County at elevations from 4,500 feet to over 11,90 feet.	Route 49 – No; route below known elevational range. Route 88 – Yes; documented at higher elevations.
Reptiles			
<i>Actinemys marmorata</i> northwestern pond turtle	US: PT, USFS CA: SSC	Highly aquatic and diurnally active; found in ponds, lakes, rivers, streams, creeks, marshes, and irrigation ditches with vegetation and rocky/muddy bottoms; wide variety of habitats; needs basking areas near water (logs, rocks, vegetation mats, banks); may enter brackish water and even seawater; digs nest on land near water; range is from north of the San Francisco Bay area south, including the Central Valley.	Route 49 – Yes; recorded observations documented near WABs. Route 88 – Yes; recorded observations near Jackson and Pine Grove and in tributaries at higher elevations.

Species	Listing Status ¹	Habitat	Potential for Occurrence
Birds			
<i>Accipiter atricapillus</i> American goshawk	US: USFS CA: SSC	Found in North Coast conifer forest, subalpine conifer forest, and upper montane conifer forest; usually nests on north slopes near water in red fir lodgepole pine, Jeffrey pine, and aspens; uses old nests and maintains alternate sites.	Route 49 – No habitat suitable for the species. Route 88 – Yes, at highest elevations.
<i>Agelaius tricolor</i> tricolored blackbird	US: CA: T, SSC	Colonial breeders prefer freshwater, emergent wetlands with tall, dense cattails or tules, but also thickets of willow, blackberry, wild rose, and tall herbs; breeding colonies are minimum ~50 pairs; forages in pastures, grain fields, and similar habitats near breeding areas.	Route 49 – Not expected; occurs at lower elevations than the WABs. Route 88 – Not expected; occurs at lower elevations than the WABs.
<i>Aquila chrysaetos</i> Golden eagle	US: CA: FP	Broadleaved upland forest, cismontane woodland, coastal prairie, Great Basin grassland, Great Basin scrub, lower montane coniferous forest, pinyon and juniper woodlands, upper montane coniferous forest, and valley and foothill grassland. Rolling foothills, mountain areas, sage-juniper flats, and desert. Cliff-walled canyons provide nesting habitat in most parts of range; also, large trees in open areas.	Route 49 – Yes; in lower elevations, though unlikely to nest in the treatment area. Route 88 – Yes; in lower elevations, though unlikely to nest in the treatment area.
<i>Elanus leucurus</i> White-tailed kite	US: CA: FP	Cismontane woodland, marsh and swamp, riparian woodland, valley and foothill grassland, and wetlands. Rolling foothills and valley margins with scattered oaks and river bottomlands or marshes next to deciduous woodland. Open grasslands, meadows, or marshes for foraging close to isolated, dense-topped trees for nesting and perching.	Route 49 – Yes. Route 88 – Yes; at lower elevations.
<i>Strix nebulosa</i> great gray owl	US: USFS CA: E	Resident of mixed conifer or red fir forest habitat, in or on edge of meadows. Requires large diameter snags in a forest with high canopy closure, which provides a cool sub-canopy microclimate.	Route 49 – No; no habitat suitable for the species. Route 88 – Yes; primarily at higher elevations.
<i>Strix occidentalis occidentalis</i> California spotted owl	US: P CA: SCC	Broadleaved upland forest, lower montane coniferous forest, and upper montane coniferous forest. Mixed conifer forest, often with an understory of black oaks and other deciduous hardwoods. Canopy closure greater than 40 percent. Most often found in deep-shaded canyons, on north-facing slopes, and within 0.18 miles of water.	Route 49 – Yes, limited potential; species documented in vicinity. Route 88 – Yes, limited potential; species documented in vicinity of upper elevation portions of SR 88.

Species	Listing Status ¹	Habitat	Potential for Occurrence
Mammals			
<i>Antrozous pallidus</i> pallid bat	US: USFS CA: SSC	Occurs in low elevations in deserts, grasslands, shrublands, woodlands, and forests throughout California from sea level up through mixed conifer forests; most common in open, dry, habitats with rocky areas for roosting; roosts usually in groups of 20 or more; day roosts in caves, crevices, mines, and occasionally hollow trees and buildings; night roosts sometimes in more open areas; roost must protect against high temps; maternity colonies form in April; hibernates in winter; needs water; very sensitive to roost disturbance.	Route 49 – Yes; at lower elevations. Route 88 – Yes; at lower elevations.
<i>Bassariscus astutus raptor</i> Northern California ringtail	US: CA: FP	Dens most often in rock crevices, boulder piles, or talus, but also tree hollows, root cavities, and rural buildings. Rarely use same den for more than a few days. Females with litters change dens within 10 days of birth and almost daily after 20 days.	Route 49 – Yes, though unlikely to den in the treatment area. Route 88 – Yes; though unlikely to den in the treatment area.
<i>Corynorhinus townsendii</i> Townsend's big-eared bat	US: USFS CA: SSC	Found throughout California in a wide variety of habitats. Most common in mesic sites. Requires human-made structures for roosting. Roosts in the open, hanging from walls and ceilings. Roosting sites are limited. Extremely sensitive to human disturbance.	Route 49 – Yes, where human structures are found. Most structures within WABs are likely limited in suitability. Route 88 – Yes, where human structures are found. Most structures within WABs are likely limited in suitability.
<i>Euderma maculatum</i> spotted bat	US: CA: SSC	Found in various communities including desert-scrub, pinyon-juniper woodland, ponderosa pine, mixed conifer forest, canyons, cliffs, riparian areas, fields, and open pasture at scattered localities in western North America from southern British Columbia to north-central Mexico. Roosts in cracks, crevices, and caves, usually on exposed cliff faces. Wanders widely and through varied habitats when foraging. Moth specialist. Feeds over water. Drinks water.	Route 49 – Yes; very few locations where exposed cliffs/slopes occur. Route 88 – Yes; very few locations where exposed cliffs/slopes occur.
<i>Myotis thysanodes</i> fringed myotis	US: USFS CA: —	Occurs throughout California except for Central Valley and deserts; occurs in a wide variety of habitats from sea level to 9,350 feet in elevations; optimal habitats are pinyon-juniper, valley foothill hardwood, and hardwood-conifer; feeds on invertebrates; roosts in caves, mines, buildings, and crevices; uses separate day and night roosts; maternity colonies up to 200 individuals; requires water; forages at open habitats, early successional stages, streams, lakes, and ponds; easily disturbed at roost sites.	Route 49 – Yes, where human structures are found. Most structures within WABs are likely limited in suitability. Route 88 – Yes, where human structures are found. Most structures within WABs are likely limited in suitability.
<i>Myotis yumanensis</i> Yuma myotis	US: CA: —	Roosts in crevices within bridges, buildings, culverts, cliff crevices, dams, caves, mines, and trees, typically near a perennial water source. Also documented roosting in swallow mud-nests. Forages primarily on aquatic emergent insects; example prey items include caddis flies, flies, midges, small moths, and small beetles (Bogan et al. 2005d). Nonmigratory; present and detected year-round in Southern California.	Route 49 – Yes, where human structures are found. Most structures within WABs are likely limited in suitability. Route 88 – Yes, where human structures are found. Most structures within WABs are likely limited in suitability.

Species	Listing Status ¹	Habitat	Potential for Occurrence
<i>Pekania pennanti</i> pop. 2 fisher - southern Sierra Nevada ESU	US: E, USFS, CA: T	Found in the Sierra Nevada, Cascades, and Klamath Mountains, and in some locations in the North Coast Range; prefers intermediate to large-tree stages of conifer forests and deciduous-riparian habitats; suitable habitat has greater than 50% canopy closure with snags and mature, hollow trees which fishers use for denning and shelter; active yearlong, mostly at night; one of few species that predate on porcupines.	Route 49 – No; not likely due to lack of habitat suitable for the species and proximity to humans and domestic animals. Observations in vicinity are deeper into forested mountain habitat. Route 88 – Yes; at higher elevations where forest density provides habitat suitable for the species. Nearest records are more than 75 miles south.
<i>Vulpes vulpes necator</i> pop. 2 Sierra Nevada red fox - Sierra Nevada DPS	US: E, USFS CA: T	Use multiple habitat types in the alpine and subalpine zones including high-elevation conifer dominated by whitebark pine, mountain hemlock and lodgepole pine, as well as meadows and fell-fields; prefers forests interspersed with meadows and alpine fell-fields; uses edges extensively; uses dens in rock outcrops, hollow logs and stumps, and burrows for reproduction; active year round; typically in areas of heavy snow cover above 3,900 feet; only 2 populations are known to exist: near Lassen Peak and near Sonora Pass.	Route 49 – No; too low in elevation and lack habitats suitable for the species. Route 88 –No; higher elevation areas not located proximal to either of the 2 documented populations.

Notes: US = United States (Federal), CA = California, DPS = Distinct Population Segment.

¹ Listing Status

C	Candidate for listing
E	Listed as Endangered
T	Listed as Threatened
PT	Proposed Threatened
FP	Fully Protected
P	Proposed
SSC	California Species of Special Concern
USFS	United States Forest Service Sensitive

Sources: CDFW 2025a; CDFW 2025b; CDFW 2025c; CNPS 2025; USFWS 2025; Zeiner et al. 1990.

Prepared by LSA, adapted by Ascent.

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- . 2025c. Special Animals List. Biogeographic Data Branch, California Natural Diversity Database. April.
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Statewide Fuels Reduction Environmental Protection Plan

Prepared by:

California Natural Resources Agency
California Environmental Protection Agency
Dec 2025

SUMMARY

This Environmental Protection Plan (EPP) has been developed to fulfill Governor Newsom's [State of Emergency Proclamation](#) (SOE) signed on March 1, 2025, and extended by Executive Order [N-38-25](#), signed on December 31, 2025, seeking to expedite fuels reduction projects that protect communities and reduce severe risks of catastrophic wildfire. This EPP enables critical wildfire safety projects to proceed expeditiously while protecting public health and the environment. It does so by identifying the protective measures that will be followed by projects that have received suspension from state permitting requirements under the SOE.

This EPP provides Best Management Practices (BMPs) and measures to minimize impacts to environmental resources while completing fuels reduction projects. Specifically, these BMPs have been designed to protect air quality, water quality, Tribal cultural resources, special-status species, their habitat, and other habitat resources.

The BMPs were jointly developed by the California Natural Resources Agency (CNRA), California Environmental Protection Agency (CalEPA), California Department of Forestry and Fire Protection (CAL FIRE), California Department of Fish and Wildlife (CDFW), California Coastal Commission (CCC), State Water Resources Control Board (SWRCB) and Nine Regional Water Quality Control Boards (RWQCB) (collectively, Water Boards), Department of Conservation (DOC), and California Air Resources Board (CARB).

Please note that the SOE suspensions only apply to State statutes, rules, and regulations, and that compliance with all local and federal statutes, rules, and regulations is still required.

1. GENERAL BEST MANAGEMENT

- a. **Inspection Access.** Reasonable access to the property shall be provided whenever requested by the Water Boards, CDFW, CCC, CARB, DOC, and/or CAL FIRE staff for the purpose of performing inspections and conducting monitoring, including sample collection, measuring, photographing, videotaping, and recording to determine proper implementation of management practices as described in the EPP. Agency staff may make recommendations regarding feasible BMPs and other measures during such inspections. Project proponents should incorporate recommendations into the project unless the project proponent presents a similarly protective alternative approved by the requesting agency.
- b. **Consultation.** As needed, consult with representative staff from the appropriate RWQCB, CDFW, CCC, DOC, CARB, and/or CAL FIRE programs to ensure effective implementation of the BMPs outlined in this EPP during the project's operations.
- c. **Supervision.** Work shall be performed or supervised by a **qualified, certified or licensed responsible party** such as Registered Professional Foresters, Certified Rangeland Managers,

qualified vegetation management contractors, qualified incident commanders, certified arborists, certified burn bosses and authorized cultural burners. Depending upon the mix of treatments being performed (e.g., timber harvest, prescribed burn, etc.), more than one qualified, certified or licensed responsible party may be needed to ensure compliance with the EPP. All relevant responsible parties shall be noted in the project file before groundwork commences. The qualified, certified or licensed responsible party, and / or their designee, shall be available during project activities to determine the presence of sensitive resources and ensure protection through avoidance. Designees shall be provided training on this EPP prior to commencement of project activities.

- d. **Sensitive Resource Identification.** Flag, paint or otherwise mark all sensitive resources identified in project scoping/planning prior to the start of project activities by the qualified, certified or licensed responsible party. For help identifying potential habitats and species, resources such as the [California Vegetation Treatment Program](#), [California Natural Diversity Database](#), [Areas of Conservation Emphasis](#), etc., as well as your [local CDFW](#), [DOC](#), [Water Boards](#), [CAL FIRE](#), and [Coastal Commission](#) staff can be used. Sensitive Resources include: 1) Tribal Cultural Resources; 2) Coastal Zone sensitive habitat; 3) Riparian and Water Quality; 4) Biological Resources such as habitat and fish and wildlife species; 5) Geologic Hazards related to public safety, and environmental and cultural resources.
- e. **Clean Equipment.** Clean and sanitize vehicles, equipment, tools, footwear, and clothes before arriving at a project site or when leaving an area with infestations of invasive species. If possible, follow the guidelines in the [California Invasive Plant Council's Preventing the Spread of Invasive Plants: Best Management Practices for Land Managers \(Cal-IPC 2012\)](#) to prevent the spread of invasive plant species.
- f. **Equipment Staging.** Stage equipment in areas free of invasive species if possible.
- g. **Public Safety.** Vegetation removal projects have the potential to exacerbate or initiate landslide processes or disturb areas of naturally occurring asbestos or other hazardous materials. Resources such as the California Vegetation Treatment Program (Sections [3.4](#) and [3.7](#)) and the [California Geological Survey](#) should be utilized to identify and minimize potential landslide or mineral hazard impacts to public safety.

2. TRIBAL CULTURAL RESOURCES

- a. **Identify Resources.** Identify and protect Tribal Cultural Resources prior to commencing any activity. Tribal Cultural Resources are defined in [California Public Resources Code \(PRC\) section 21074](#) and may also include sites, features, places, cultural landscapes, sacred places, and objects with cultural value to a California Native American tribe(s).

To identify Tribal Cultural Resources, [contact California Native American](#) tribes (recommend applicant start with the Native American Heritage Commission's tribal consultation link provided) who may be impacted by the project as early as possible and consult with those who respond to request for consultation within 30 days. As part of this communication, provide maps of the project location, a detailed description of the project activity, and contact information for the project operator. Project operator shall maintain confidentiality of any sensitive information shared, including location of Tribal Cultural Resources.
- b. **Search Records.** In addition to consulting with potentially impacted California Native American

tribes, conduct a records search for Native American archaeological resources via the [California Historical Resources Information System](#) for the geographical extent of the project area. Request a Sacred Lands Survey Inventory (using the NAHC's tribal consultation list request form) for the project area from the Native American Heritage Commission.

- c. **Records Confidentiality.** If a Tribal Cultural Resource is identified from information shared by a consulting tribe, California Historical Resources Information System, and/or Sacred Lands Survey Inventory, project operator shall maintain confidentiality of any Tribal Cultural Resources location, collaborate with tribes on the appropriate avoidance and mitigation measures, and provide written notice to the impacted tribe(s) of applicable avoidance and mitigation measures that will be followed. Appropriate mitigation measures may include avoiding certain areas of cultural significance, contracting with tribal cultural monitors, and working collaboratively with tribes in the implementation of the project.
- d. **Human Remains.** Upon discovery of any human remains the project manager shall comply with Health and Safety Code section 7050.5 and, if applicable, Public Resources Code section 5097.98.

3. SENSITIVE BIOLOGICAL RESOURCES

- a. **Consultation.** Seek consultation with the relevant CDFW and CCC staff prior to operations for project activities that may threaten sensitive biological resources within the project area.
- b. **Sensitive Biological Resources include:**
 - i. Habitat that supports special-status [plant](#) and [animal](#) species, which includes:
1) candidate, rare, threatened, and endangered plants and wildlife; and 2) Federally listed species and their designated critical habitat (Take of federally listed species is not covered by this suspension). Please contact the [USFWS](#) ([link to California districts](#)) or [NOAA](#) if take of federally listed species and/or critical habitat is anticipated.)
 - ii. Wildlife nursery sites, including nesting rookeries, spawning areas, fawning areas, maternal roosts, etc.
 - iii. [Environmentally Sensitive Habitat Areas \(ESHAs\)](#) within the [Coastal Zone](#).
- c. **General.** During project planning and immediately prior to on the groundwork or progression of treatments, identify known sites of sensitive biological resources and either avoid or exclude them from the project area.
 - i. To identify existing sensitive biological resources information sources such as the CDFW [California Natural Diversity Database \(CNDDDB\)](#), [Areas of Conservation Emphasis](#), [Terrestrial Connectivity ACE Dataset for wildlife corridors](#), the [California Vegetation Treatment Programmatic Environmental Impact Report \(CalVTP\)](#) or similar sources should be referenced. In addition, please contact appropriate [local CDFW](#) staff for assistance.
 - ii. When known sites and/or suitable habitat for sensitive biological resources are present and avoidance is not possible, qualified, certified or licensed responsible parties shall consult with the appropriate [CDFW staff](#) to obtain guidance. When projects occur within the [Coastal Zone](#) where known sites and/or suitable habitat for sensitive biological resources are present and avoidance is not possible, [CCC](#) shall also be consulted for assistance. Additional BMPs may include maintenance of habitat function and avoidance of special-status species. For example: 1) Avoidance of habitat features within the project area, including the establishment of no-work buffers around nursery sites, roosts, rookeries, dens, etc.; 2) Conducting fuels reduction activities outside of critical seasons when a

sensitive biological resource would be present; 3) Using hand or small engine tools instead of large equipment; 4) Monitoring occupied habitat features and occupants while conducting project activities; 5) Relocating special-status species after consultation with CDFW.

- d. **Botanical Resources.** When project planning identifies known sensitive biological resources within the project area, efforts should be made to identify those locations during the appropriate blooming season. If found, avoid the plant populations by establishing either a seasonal work limitation or equipment exclusion buffer around the populations. If known sensitive botanical resources are found during operations, place a 10-foot radius equipment exclusion buffer around the population to avoid impacts during treatment activities. If trees are to be removed within the buffer, trees should be felled away from the core plant populations. When impacts to known sensitive botanical resources cannot be avoided, or placing a buffer is not feasible, qualified, certified or licensed responsible parties shall consult with the appropriate CDFW staff to obtain guidance. When projects occur within the Coastal Zone where known sites and/or suitable habitat for sensitive biological resources are present and avoidance is not possible, CCC shall also be consulted for assistance.
- e. **Chaparral/Shrubland.** Avoid project activities that could lead to type conversion where native chaparral and coastal sage scrub are present. Type conversion is defined as a change from a vegetation type dominated by native shrub species that are characteristic of chaparral and coastal sage scrub vegetation alliances to a vegetation type characterized predominantly by weedy herbaceous cover or annual grasslands.
- f. **Vernal Pools.** To protect [vernal pools](#), avoid project activities in these areas.
- g. **Aquatic and Riparian Habitat Protection:**
 - i. Intermittent and perennial water bodies: Avoid use of heavy equipment on banks and in wet channels. If possible, retain all existing large woody debris in a creek and on banks. Design treatments to retain or improve riparian habitat function, and: 1) Retain at least 75% of the overstory and 50% of the understory canopy of native riparian vegetation within 100 feet of perennial streams and 50 feet of intermittent streams. 2) Treatments should target overgrown vegetation outside the riparian zone. 3) Shade-producing canopy within a watercourse and associated riparian habitat shall be retained where waterbodies are listed as impaired for temperature. See [Clean Water Act Section 303\(d\)](#).
 - ii. When sensitive resources cannot be avoided, qualified, certified or licensed responsible parties shall consult with the appropriate [CDFW staff](#) to obtain guidance.
- h. **During Project Activities:** Daily Clearance Inspection: Before the start of daily project activities, the qualified, certified or licensed responsible party should walk and survey the work area to ensure no new active nests, nest cavities, roosts, dens, etc. are present, and that no wildlife is present that cannot move out of the project area on its own.
 - i. Wildlife Detected: If any wildlife is encountered during project activities, allow the wildlife to leave the area unharmed. 1) If stopping project activities for fish or wildlife detections would result in danger to life or equipment, immediate action to prevent or mitigate loss of, or damage to, life, health, or equipment should be prioritized. 2) When a wildlife habitat element such as active nests, dens, roosts, roost trees, nest cavities, etc. is detected, establish an exclusion buffer around the wildlife habitat element. 3) When avoidance of a special-status species is not possible relocation is allowed with CDFW

guidance. If the wildlife is not a special-status species, then the qualified, certified or licensed responsible party may capture and relocate the wildlife to the nearest appropriate habitat outside the work area. 4) For work activities requiring the removal of intact habitat, clear vegetation from disturbed areas towards intact habitat to allow wildlife to escape into undisturbed areas.

- ii. If wildlife is trapped in any pits, ditches, or other types of excavations, and unable to escape on its own, the qualified, certified or licensed responsible party shall capture and release wildlife to a location outside the work area into the most suitable habitat near the work area or [contact CDFW](#) for assistance.

4. RIPARIAN AND WATER QUALITY

For purposes of this EPP, the following definitions apply:

- A **perennial stream** is a stream that flows continuously throughout the year. This means it maintains a continuous water flow, not just during wet periods or after precipitation events. Perennial streams may be classified as Class I watercourses under the California Forest Practice Rules, if they are fish-bearing streams during any part of the year.
 - An **intermittent stream** is a channel that carries flowing water only during certain times of the year, specifically when groundwater or runoff from precipitation provides enough water to maintain flow. During dry periods, these streams may not have any flowing surface water. Intermittent streams may be classified as Class II watercourses under the California Forest Practice Rules, as they may contain habitat for non-fish aquatic species.
 - An **ephemeral stream** is a channel that only flows during and for a short duration after precipitation events, typically when the ground is saturated. These streams are above the water table year-round and lack a defined channel or riparian vegetation. They are primarily fed by surface runoff from rainfall. These are typically classified as Class III watercourses under the California Forest Practice Rules.
- a. **Heavy Equipment.** Do not use heavy equipment on slopes greater than 50%, or on [known slides or unstable areas](#). Should this requirement be infeasible please contact the appropriate [RWQCB](#) and [CGS](#) office. Additionally, do not use heavy equipment within the standard width of a watercourse and associated riparian habitat or waters of the state (e.g. wetlands), except where in compliance 4c. For the purposes of this EPP, standard width is the delineated width as determined by the Army Corps of Engineers or Water Boards. For watercourses without such approved delineation, perennial stream standard widths are 100 feet, and intermittent stream standard widths are 50 feet.
 - b. **Roads.** Construction and reconstruction of roads and travelways is prohibited. General blading to remove small vegetation and water bars is allowed to make the road drivable for service equipment for the machinery conducting the fuel management activities and shall constitute mechanical treatment as defined in 5d. Actions should be taken to hydrologically disconnect any roads, landings, travelways, and skid trails to minimize sediment delivery from road, landing, travelway, and trail surface runoff. Any roads used shall be properly stabilized and/or decommissioned to limit erosion and sediment delivery potential.
 - c. **Watercourse Crossings.** Permanent installation of new watercourse crossings, or reconstruction of existing watercourse crossings, is prohibited. Construction of temporary watercourse crossings should be avoided during fuel reduction activities, and if necessary, should be limited to

ephemeral streams. If temporary watercourse crossings (including skid trails) of perennial or intermittent streams are required for access, they shall be clearly mapped as part of the suspension request, and necessary agencies should be notified prior to construction; the state water quality certification is suspended, but authorizations from the U.S. Army Corps of Engineers may be required under [Federal Clean Water Action Section 404](#). Temporary crossings of ephemeral streams do not require mapping and description. All temporary crossing materials (e.g., pipes, drains, rock, fill, etc.) shall be removed and stabilized prior to October 15, or in advance of precipitation events that may cause increased stream flows.

- d. **Pollution Prevention.** Operations shall [prevent pollutants](#), hazardous materials, and debris like petroleum products, sawdust, clay, rock, silt, soil, litter, felled trees and brush, slash, bark, and ash from entering surface water bodies by deploying silt barriers, such as straw bales, silt fences, or coir logs.
- e. **Watercourse Protection.** Fuel break construction within the standard width of a watercourse and associated riparian habitat should be designed to avoid impacts to riparian and aquatic function. Watercourses involving anadromous salmonid habitat and/or where waterbodies are listed (impaired) for temperature or sediment shall comply with the standards described herein and consult with CDFW and the Water Boards as needed. Removal of vegetation within perennial and intermittent streams and associated riparian habitat shall be limited to situations where it is necessary to create and maintain fuel break function and effectiveness. A qualified, certified or licensed responsible party will determine the need for removal of vegetation from within a watercourse and associated riparian habitat and practices to reduce impacts to biological resources.
- f. **Water Drafting.** Water drafting for road and project dust control shall be conducted so as not to dewater a watercourse. Water drafting shall not occur if there is not adequate flow. Intakes on water drafting should be adequately screened to avoid uptake of aquatic wildlife ([see drafting guidance](#)).

5. SEDIMENT AND EROSION CONTROL

- a. **Consultation.** Seek advice from the relevant RWQCB ([See map for the appropriate office](#)) prior to operations for project activities that may threaten discharges of sediment or other materials into waters of the state.
- b. **Debris.** Place and/or construct spoils, burn piles, and wood chips in a manner to help prevent their entering surface water bodies due to flood or overland flow. Do not allow logs and other large woody debris to enter surface water bodies as part of vegetation management activities. Locate permanent spoil storage sites away from a stream or lake, to avoid spoil washing back into a stream or lake, and away from aquatic or riparian vegetation, intact upland vegetation, and areas documented with sensitive species.
- c. **Ground Disturbance.** Minimize ground disturbing activities and/or creation of bare areas and prevent discharge of sediment to waters of the state.
- d. **Saturated Soils.** Operations involving mechanical treatment and high ground pressure vehicles, prescribed herbivory, and herbicide application shall be halted when saturated soil conditions are present (i.e., when soil and/or surface material pore spaces are filled with water to such an extent that runoff is likely to occur). Indicators of saturated soil conditions may include, but are not limited to: (1) areas of ponded water, (2) pumping of fines from the soil or road surfacing,

- (3) loss of bearing strength resulting in the deflection of soil or road surfaces under a load, such as the creation of wheel ruts, (4) spinning or churning of wheels or tracks that produces a wet slurry, or (5) inadequate traction without blading wet soil or surfacing materials.
- e. **Drop Inlets.** Protect drop inlet structures (i.e., dam on side of road for drainage) near work areas. Utilize an appropriately sized inlet [filter bag or other BMPs](#) that prevent sediment from entering the drop inlet. The drop inlet BMPs should be inspected and maintained on a frequent basis.
 - f. **Equipment Operation, Maintenance, & Fueling.** Check and maintain equipment daily and do not store within a water of the state or a floodplain. Use drip pans if equipment is near a water of the state. Conduct maintenance, fueling, and storage in staging, storage, or parking areas.
 - g. **Erosion Control Materials.** Use clean materials that are free of trash, debris and not deleterious to aquatic life in bank stabilization. Only wildlife-friendly, 100 percent biodegradable erosion and sediment control products that will not entrap or harm wildlife should be used. Do not use erosion and sediment control products that contain synthetic (e.g., plastic or nylon) netting. At no time should bank stabilization methods incorporate grouting, rock riprap and bank armoring, other than in compliance with 5h. Use of materials containing asphalt and/or concrete is prohibited.
 - h. **Bank Stabilization.** Bank stabilization features should be constructed with suitable non-erodible materials that can withstand wash out during high flows. Bank stabilization materials should extend above the ordinary high- water mark. Bioengineering, conducted primarily using native vegetation and minimal rock, should be the preferred bank stabilization methodology, if possible.
 - i. **Reseeding.** If the project site is seeded, use native species or a sterile seed mix and mulch.

6. CHEMICAL TREATMENT

- a. **Discharge.** Herbicides shall not be applied in a manner, or at rates that would cause or threaten to cause a discharge of waste to waters of the state at levels that cause or contribute to an exceedance of water quality objectives.
- b. **Application.** Herbicide applications shall comply with all laws and regulations that are not suspended. If herbicide treatments are needed, consultation with a licensed Pest Control Advisor shall occur.
- c. **Weather.** Herbicide application shall not occur in the following conditions: in winds that exceed seven miles per hour, during a Precipitation Event or in violation of any label directions related to precipitation.
- d. **Herbicide Use.** Only aquatic-safe herbicides shall be used in all treatment areas. When herbicide use will be used near streams and other water bodies, a 25-foot herbicide exclusion buffer shall be maintained around those water bodies during application.

7. PRESCRIBED HERBIVORY

- a. **Prescribed Herbivory.** Prescribed herbivory shall be excluded from the [Peninsular Desert Bighorn Sheep range](#), as defined by CDFW, to prevent disease transmission. Prescribed herbivory shall be excluded from sensitive resources (such as wetlands and creeks, habitat of listed species, and the like). Where prescribed herbivory treatment is used, temporary fencing shall be used, and to the extent feasible should have smooth, highly visible wire with the top wire no higher than 40-42 inches from the ground and the bottom wire at least 16 inches from the ground, when possible. When permanent fencing is installed, it should be [wildlife friendly](#) (examples and

guidance in link provided). Permanent fencing shall include smooth, highly visible wire with the top wire no higher than 40-42 inches from the ground and the bottom wire at least 16 inches from the ground, when possible. Prescribed herbivory should maintain a buffer of 50 feet from sensitive resources.

8. COASTAL ZONE

Projects located within the [Coastal Zone](#) shall carry out the following requirements (for questions or assistance with projects in the coastal zone, please contact FireResiliency@coastal.ca.gov):

- a. **Ecosystems.** Project proponents shall consult with a qualified biologist to the extent necessary to ensure that relative vegetation cover and composition is maintained to avoid post-project habitat conversion and provide for a mosaic of native plants (by age, size, and species). To achieve this, the consulting biologist shall, to the extent feasible, ensure projects protect habitats in alignment with the standards set forth in the online edition of the [Manual of California Vegetation \(MCV\)](#). For more information, see the CCC Wildfire Resilience [webpage](#).
- b. **Vegetation Removal.** Except for prescribed fire projects, prioritize vegetation removal as follows: (1) thinning and removal of dead, dying and diseased trees and shrubs; (2) removal of non-native and invasive species; (3) removal of native species that are not listed or sensitive and (4) removal of sensitive native species where it is the minimum necessary to achieve project goals.
- c. **Public Access.** Projects shall preserve public recreational access opportunities (including by minimizing closures of public access and parking, posting informative signage, etc.), and following project completion, such opportunities shall be reestablished.
- d. **Public Views.** Projects shall thin and feather adjacent vegetation to break up or screen linear edges of clearings and mimic forms of natural clearings as reasonable or appropriate for vegetation conditions. In general, thinning and feathering in irregular patches of varying densities, as well as a gradation of tall to short vegetation at the clearing edge, will achieve a natural transitional appearance. The contrast of a distinct clearing edge will be faded into this transitional band. This applies to mechanical and manual treatment activities.
- e. **Coastal Wetlands.** Coastal wetlands identifiable by one-parameter or more of [hydrology, hydrophytic vegetation, or hydric soils](#) shall be avoided to the extent feasible.

9. PRESCRIBED FIRE AND AIR QUALITY

- a. **Permits.** The CAL FIRE Burn Permit and local Air District permit requirements are not waived.
- b. **Coordination.** Coordination and communication shall occur as needed, between the land manager or their designee and the Air District or CARB for multi-day burns that may affect smoke-sensitive areas, to confirm the burn stays within the smoke management plan conditions or if contingency actions are needed.
- c. **Burn Days.** Burns shall only occur on permissive burn days, as declared by CARB or the Air District, unless otherwise authorized.
- d. **Submitting Information.** Information shall continue to be submitted as required to the local Air District when applying for permits.

EXECUTIVE DEPARTMENT STATE OF CALIFORNIA

PROCLAMATION OF A STATE OF EMERGENCY

WHEREAS in October 2015, Governor Brown proclaimed a State of Emergency to exist in California due to a vast tree die-off throughout the state, which increased the risk of wildfires; and

WHEREAS this tree die-off has continued to worsen forest conditions, creating extremely dangerous fire risk; and

WHEREAS in March 2019, I proclaimed a State of Emergency to exist in California due to catastrophic wildfire risks created by forest conditions, facilitating the completion of high-priority forest management projects through suspensions of various permitting and environmental review provisions; and

WHEREAS wildfires in California have grown in size, duration, and destructiveness because increasing whiplash between periods of extreme rain and extreme drought has caused accumulation of fuels in the State's forests, the majority of which are owned and managed by the federal government; and

WHEREAS several of the most costly fires have occurred in the Wildland Urban Interface, including most recently the January 2025 firestorms in Los Angeles County; and

WHEREAS there are millions of housing units in the Wildland Urban Interface, and the majority of these structures reside in high or very high fire hazard severity zones, and immediate action is needed to prevent similar wildfires in the imminent future; and

WHEREAS because of these conditions, the Board of Forestry and Fire Protection developed the California Vegetation Treatment Program (CalVTP) in 2019, to streamline environmental review of vegetation management projects through reliance on a programmatic environmental impact report covering 20 million acres of the State; and

WHEREAS 106 projects have been approved to date under CalVTP, including prescribed burns, mechanical treatment, manual treatment, herbicide application, and prescribed herbivory projects; and

WHEREAS even with the success of CalVTP, more is needed to expedite critical fuels reduction projects in more areas of the State, including those not yet covered by CalVTP, to protect the lives and property of Californians; and

WHEREAS certain statutory, regulatory, and administrative requirements, including, but not limited to, studies, publication periods, and season-specific surveys, significantly impede State and local agencies' ability to immediately permit and implement necessary projects to protect the lives and property of Californians; and

WHEREAS under the provisions of Government Code section 8558(b), I find that the circumstances of the catastrophic wildfire risks created by forest

conditions across the state, by reason of their magnitude, are beyond the control of the services, personnel, equipment, and facilities of any single local government and require the combined forces of a mutual aid region or regions to combat; and

WHEREAS under the provisions of Government Code section 8558(b), I find that conditions of extreme peril to the safety of persons and property exist within the State of California due to these conditions; and

WHEREAS under the provision of Government Code section 8625, I find that local authorities lack the resources needed to cope with the emergency; and

WHEREAS under the provisions of Government Code section 8571, I find that strict compliance with various statutes and regulations specified in this order would prevent, hinder, or delay the mitigation of the effects of the catastrophic wildfire risks created by forest conditions across the state.

NOW, THEREFORE, I, GAVIN NEWSOM, Governor of the State of California, in accordance with the authority vested in me by the State Constitution and statutes, including the California Emergency Services Act, and in particular, Government Code section 8625, **HEREBY PROCLAIM A STATE OF EMERGENCY** to exist within the State of California due to these conditions.

IT IS HEREBY ORDERED THAT:

1. All agencies of the state government utilize and employ state personnel, equipment, and facilities for the performance of any and all activities consistent with the State Emergency Plan. Also, all residents are to obey the direction of emergency officials with regard to this emergency in order to protect their safety.
2. State statutes, rules, regulations, and requirements that fall within the jurisdiction of boards, departments, and offices within the California Environmental Protection Agency and the California Natural Resources Agency are hereby suspended to the extent necessary for expediting critical fuels reduction projects, as defined in Paragraph 4, are initiated this calendar year, and that the suspension is approved by the appropriate Agency secretary as provided in Paragraph 3, and subject to Paragraph 5. Laws suspended by this paragraph include, but are not limited to, the California Environmental Quality Act (Division 13 (commencing with section 21000) of the Public Resources Code and regulations adopted pursuant to that Division) and the California Coastal Act (Division 20 of the Public Resources Code, commencing with section 30000, and regulations adopted pursuant to that Division).
3. Individuals or entities who desire to conduct activities under the suspension of statutes, rules, regulations, and requirements specified in Paragraph 2 shall first request that the appropriate Agency Secretary, or the Secretary's designee, make a determination that the proposed activities are eligible to be conducted under the suspension. The Secretary of the California Environmental Protection Agency and the Secretary of the California Natural Resources Agency shall use sound discretion in applying this authority to ensure that the suspension serves

the purpose of accelerating critical fuels reduction projects, while at the same time protecting public health and the environment. Each Agency shall maintain on its website a list of all suspensions approved under this Paragraph.

4. Critical fuels reduction projects eligible for suspension of statutes, rules, regulations, and requirements specified in Paragraph 2, shall include as a primary objective at least one of the following activities:
 - a. Removal of hazardous, dead, and/or dying trees;
 - b. Removal of vegetation for the creation of strategic fuel breaks as identified by approved fire prevention plans, including without limitation CAL FIRE Unit Fire Plans or Community Wildfire Preparedness Plans;
 - c. Removal of vegetation for community defensible space;
 - d. Removal of vegetation along roadways, highways, and freeways for the creation of safer ingress and egress routes for the public and responders and to reduce roadside ignitions;
 - e. Removal of vegetation using cultural traditional ecological knowledge for cultural burning and/or prescribed fire treatments for fuels reduction; or
 - f. Maintenance of previously-established fuel breaks or fuels modification projects.
5. Any activities performed under the suspension of statutes, rules, regulations, and requirements specified in Paragraph 2 shall be in accordance with the State Environmental Protection Plan, or a comparable plan describing how such actions will balance expeditious fuels reduction and environmental protection.
6. The Board of Forestry and Fire Protection shall take immediate steps to update the California Vegetation Treatment Program Environmental Impact Report (CalVTP EIR), in consultation with the California Natural Resources Agency and others as appropriate, to increase CalVTP's efficiency and utilization, in order to continue promoting rapid environmental review for large wildfire risk reduction treatments. In addition to accessing expertise from all appropriate state agencies, this process should also include public workshops with practitioners to solicit feedback on experiences during implementation in the first five years of the CalVTP and suggested improvements.
7. As necessary to assist local governments and for the protection of public health and the environment, state agencies shall enter into contracts to arrange for the procurement of materials, goods, and services, including housing for hand crews and required pre-work environmental surveys, to quickly assist with the response to this emergency and to achieve the purposes of this Proclamation. Applicable provisions of the Government Code and the Public Contract Code, including but not limited to travel, advertising, and competitive bidding requirements, are suspended to the extent

necessary to address the effects of this emergency and to carry out the purposes of this Proclamation.

8. The Secretary of the California Environmental Protection Agency and the Secretary of the California Natural Resources Agency shall confer with subject matter experts, including those within their respective Agencies, and provide to me, within 60 days, their consolidated recommendations for increasing the pace and scale of beneficial fire in California. These may include recommendations to ensure more consistency among local air pollution control districts and increasing allowable burn days.
9. The restrictions set forth in Penal Code section 396, which are automatically triggered upon proclamation of a state of emergency, are suspended, and no such restrictions are imposed, with respect to this State of Emergency.

I FURTHER DIRECT that as soon as hereafter possible, this Proclamation be filed in the Office of the Secretary of State and that widespread publicity and notice be given of this Proclamation.

This Proclamation is not intended to, and does not, create any rights or benefits, substantive or procedural, enforceable at law or in equity, against the State of California, its agencies, departments, entities, officers, employees, or any other person.

IN WITNESS WHEREOF I have
hereunto set my hand and caused
the Great Seal of the State of
California to be affixed this 1st day
of March 2025.



GAVIN NEWSOM
Governor of California

ATTEST:

SHIRLEY N. WEBER, PH. D
Secretary of State

SAFETY MEETING REPORT

PM-S-0110 (REV 06/2020)

ACTION AND DISTRIBUTION:

- ☐ 1. First-line supervisor conducts meeting, completes, and signs form.
- ☐ 2. First-line supervisor retains and posts one copy.
- ☐ 3. First-line supervisor sends original to second-line supervisor for review.
- ☐ 4. Second-line supervisor reviews, signs original, and returns to first-line supervisor to file.
- ☐ 5. Additional routing to:

NOTE: See Chapter 2, Safety Meetings in the Caltrans Safety Manual and Sections 2-106B-C in the Construction Manual for details.

DATE	OFFICE / CREW / PROJECT NAME	COST CENTER / PROJECT NUMBER

PRINT NAME OF EMPLOYEES (Add additional sheets if required)

SAFETY TOPICS DISCUSSED

SAFETY SUGGESTIONS/COMMENTS

SUPERVISOR'S COMMENTS

FIRST-LINE SUPERVISOR SIGNATURE	DATE	SECOND-LINE SUPERVISOR SIGNATURE	DATE

TYPE OF SAFETY MEETING (CHECK ONE)	SUGGESTED TOPIC FOR DISCUSSION (SELECTED ONLY IF APPLICABLE)
☐ Field Related Activities	☐ Safe work habits ☐ Maintenance, Chapter 8 ☐ Respirator safety ☐ Safety vest
☐ Office Related Activities	☐ Safe work conditions ☐ Traffic control/Flagging ☐ Confined spaces ☐ Body protection
☐ Safety Stand-down	☐ Policies/Procedures ☐ Slip/Trip/Fall hazards ☐ Hard hats ☐ Foot protection
	☐ Close Calls ☐ First aid treatment ☐ Protective vehicles ☐ Safety glasses