

EXHIBIT A
Public Works - Federal

SCOPE OF WORK

1. Contractor agrees to provide the California Department of Transportation with the following tree and shrub removal services as described herein: tree cutting; tree limbing; shrub cutting; chipping or masticating of tree and shrub cuttings; and distribution of chips within the mixed pine forests and understory of the project area.
2. The services shall be performed in Placer County on Caltrans' Right-of-Way property, approximately 3.5 miles east of Colfax on the eastbound side of State Route 80 from Post Mile (PM) 35.97 to PM 37.06, per **Attachment A, Site Plan**.
3. This Agreement will commence on **October 15, 2015** or upon approval by Caltrans, whichever is later and no work shall begin before that time. This Agreement is of no effect unless approved by Caltrans. The Contractor shall not receive payment for work performed prior to approval of the Agreement and before receipt of notice to proceed by the Caltrans Contract Manager. This Agreement shall expire on **February 1, 2016**. The services shall be provided during allowable lane closure windows and as directed by the Caltrans Contract Manager or designee. The parties may amend this Agreement as permitted by law.
4. This Agreement cites specific portions of the most current version of the Caltrans' 2010 Standard Specifications and the Revised 2010 Standard Specifications (herein collectively referred to as the "Standard Specifications"). The Standard Specifications can be accessed via the Internet at: http://www.dot.ca.gov/hq/esc/oe/construction_standards.html. 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 Specification are not applicable to this Agreement.
5. 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 the Caltrans Contract Manager, without the necessity of an amendment, before changing the Project Manager noted below.

Department of Transportation	Contractor:
Section/Unit:	Section/Unit: N/A
Contract Manager:	Project Manager:
Address:	Address:
Bus. Phone No:	Bus. Phone No:
Email:	Email:

6. Description of Job Site

The job site area in which work will be performed is approximately 10.08 acres of mixed pine forest and understory. The work area consists of existing highway cut slopes, fill slopes, and natural terrain. The existing cut slopes are rocky, densely vegetated, and have an approximate

EXHIBIT A
Public Works - Federal

steepness of 1.5:1 (horizontal:vertical). The existing fill slopes are densely vegetated with an approximate steepness of 2:1 (horizontal:vertical). The remaining natural terrain is densely vegetated with varying slope inclinations. Tree varieties, density, diameters, and height vary within the limits. The trees consist primarily of conifer and hardwoods, ranging in size from +/- four-inches (4") diameter at breast height (dbh) to greater than 36-inches (36") dbh with varying heights. The job site area limits will be demarcated by the Caltrans Contract Manager or designee with survey staking, flagging, or other means prior to the commencement of work.

7. Work Schedule & Coordination

- A. Within two (2) business days of receiving "notice to proceed" by the Caltrans Contract Manager, the Contractor shall call or email the Caltrans Contract Manager or designee listed in Section 5, above, to schedule a kick-off meeting on a mutually agreed upon date and time. A tentative schedule for work under this Agreement will be established at the kick-off meeting.
- B. Contractor must mobilize and begin work within 15 calendar days of completion of the kick-off meeting, based on the tentative schedule that is established with the Caltrans Contract Manager. Failure to begin work within 15 calendar days shall be considered grounds for termination of this Agreement. Contractor shall notify the Caltrans Contract Manager or designee, by telephone, a minimum of two (2) days before starting work, and 48 hours before completion of all work.
- C. Prior to starting work, the Contractor shall designate, in writing, an authorized representative who shall have the authority to act on the Contractor's behalf. The Contractor's authorized representative shall be present at the work site at all times while work is in progress.
- D. Caltrans may have other work and/or projects underway on or near the project site concurrent with the term of this Agreement. If necessary, the Contractor shall coordinate work efforts with other Caltrans Contractors. If there is a conflict with another Contractor at any time, the Contractor shall immediately contact the Caltrans Contract Manager or designee regarding any issues which may cause delays in the agreed upon work schedule.

8. Description of Work

A. General Requirements

- 1) Contractor shall furnish all of the labor, tools, materials, supplies, equipment, fuel, and personal safety gear necessary to complete all work described in Exhibit A in accordance with the terms and conditions of this Agreement.
- 2) Contractor shall furnish, install, and maintain all necessary traffic control equipment and incidentals required to complete all work described in Exhibit A in accordance with the terms and conditions of this Agreement. See Item 8.E, below, and **Attachment B** for all traffic control requirements.
- 3) Contractor shall have experienced and professional employees capable of removing trees, tree branches, tree tops, and shrubs, as well as chipping or masticating these materials within the Caltrans Right-of-Way. Contractor's employees and subcontractor(s) must be

EXHIBIT A
Public Works - Federal

competent workers capable of manual labor, dragging, and chipping or masticating brush, shrubs, limbs, and trees.

- 4) All permits required by local ordinances are to be known, secured, and paid for by the Contractor. Caltrans will obtain and provide to the Contractor any necessary Rights of Entry Permits.
- 5) Contractor shall follow all Cal/OSHA guidelines and regulations with regard to electrical hazards when performing work around energized powerlines.
- 6) Contractor shall perform all work described in Exhibit A in full compliance with all State, Federal, City and/or County codes and regulations.

B. Tree & Shrub Removal

Contractor shall complete the following tree and shrub removal work prior to February 1, 2016:

- 1) All trees with a dbh of eight-inches (8") or less shall be cut within four-inches (4") of ground level. The cuttings shall be chipped or masticated and distributed as provided under Item 8.B.5, below.
- 2) All conifers with a dbh greater than eight-inches (8") shall have all branches and the top +/- ten-feet (10') of each trunk removed, chipped or masticated, and distributed as provided under Item 8.B.5, below. All cuts must be made flush with the trunk. The remainder of the trunk shall remain in place.
- 3) All hardwoods with a dbh greater than eight-inches (8") shall have the branches cut, chipped or masticated, and distributed as provided under Item 8.B.5, below.
- 4) All shrub vegetation 24-inches (24") tall or greater shall be cut down to ground level, chipped or masticated, and distributed as provided under Item 8.B.5, below.
- 5) All trees, tree branches, tree-tops, and shrubs removed shall be reduced to chips or masticated. The chips must be uniformly distributed, at locations directed by the Caltrans Contract Manager or designee, to the extent that the chips will not support combustion. Any chips determined to not be in conformance with the contract shall be re-distributed in an appropriate manner at the Contractor's expense. Chips will be generally distributed at locations down slope from the roadway, however, there may be opportunities to distribute chips at select locations up slope from the highway.
- 6) Contractor shall remove dead and diseased trees if they are determined by the Caltrans Contract Manager or designee to pose a threat to traffic, facilities located on Caltrans Right-of-Way property, or residential property.

C. Certifications

Contractor shall have an International Society of Arboriculture (I.S.A.) Certified Arborist present at all times during tree, tree branch, and tree top removal operations. Information on ISA's certification requirements can be found on their web site at <http://www.isa-arbor.com/>.

EXHIBIT A
Public Works - Federal

D. Equipment

- 1) Contractor shall be responsible for providing all equipment needed to complete the work described in Exhibit A of this Agreement. Contractor shall provide fuel, oil, and other products necessary for equipment operation. Any equipment repairs, routine service, replacement of worn and broken parts, and/or tire maintenance shall be done at the Contractor's expense.
- 2) No separate payments for move-in or move-out will be paid on equipment mobilized to the job site. No per diem will be paid and no additional payment will be made for travel time to and from the job site.
- 3) Contractor's equipment shall be certified fire safe by the California Department of Forestry and Fire Protection (CalFire) Fire Prevention Officer and inspected by the Caltrans Contract Manager or designee prior to commencement of work.
- 4) Aerial Equipment
 - a. Aerial work will only be done from a personnel hoist or utilizing appropriate climbing methods.
 - b. Contractor shall furnish a personnel hoist that has been certified by the American National Standards Institute (ANSI). Personnel hoists must be certified annually by a qualified crane inspection company. A copy of the current certification record must be kept with the personnel hoist at all times. Personnel hoists shall be capable of reaching a height of at least 80-feet (80').
 - c. Tree climbing shall be performed to meet the ANSI 133.1 Safety Standards. The use of spurs (for climbing) during tree top and branch removal operations must be pre-approved verbally or in writing by the Caltrans Contract Manager or designee. Climbers must have experience in removing trees up to 100-feet (100') in height.
 - d. When climbing or operating the personnel hoist, the Contractor must have at least one (1) additional employee on the job site fully qualified to operate the equipment and trained in aerial rescue.
- 5) Contractor shall furnish ANSI-certified chipping equipment. Chipping equipment must include minimum intake throat and knives of at least 18-inches (18"), and a power source with at least four (4) cylinders equipped with an emergency shutdown (e.g., trailer mounted Vermeer Model 1250 or equivalent).
- 6) A pneumatic tired, all-terrain walking excavator with masticating attachments may be used by the Contractor. The excavator must be capable of traversing and working on steep inclines and uneven terrain with minimal ground disturbance. Use of the excavator will be restricted to periods of dry weather when the soil is not saturated. Use of the excavator shall also be subject to the requirements of the Contractor's approved Water Pollution Control Program, per Item 8.F, below.

EXHIBIT A
Public Works - Federal

- 7) Contractor shall provide traffic control equipment and personnel as required by the California Manual on Uniform Traffic Control Devices (CA MUTCD) and this Agreement (see Item 8.E, below). The California Manual on Uniform Traffic Control Devices can be accessed via the internet at:
http://www.dot.ca.gov/hq/traffops/engineering/mutcd/ca_mutcd2014.htm

E. Traffic Control

Removal of trees, tree branches, and tree tops adjacent, overhanging, or upslope of the traveled way, or any other activities that are in close proximity to public traffic may require intermittent lane closures, at the determination of the Caltrans Contract Manager or designee. All traffic control provided by the Contractor shall be consistent with Caltrans' Standard Specifications concerning traffic control and **Attachment B** of this Agreement.

F. Water Pollution Control

1. Contractor shall prepare a Water Pollution Control Program for approval by the Caltrans Contract Manager or designee prior to commencement of work.
2. Contractor shall provide job site management and water pollution control according to Caltrans' Standard Specifications. The following Caltrans' Standard Specifications concerning water pollution control are hereby incorporated into this Agreement:

13-1	WATER POLLUTION CONTROL - GENERAL
13-2.01	WATER POLLUTION CONTROL PROGRAM - GENERAL
13-2.03	WATER POLLUTION CONTROL PROGRAM - CONSTRUCTION
13-2.04	WATER POLLUTION CONTROL PROGRAM - PAYMENT
13-4.01	JOB SITE MANAGEMENT - GENERAL
13-4.03	JOB SITE MANAGEMENT - CONSTRUCTION
13-5.01	TEMPORARY SOIL STABILIZATION - GENERAL
13-5.02	TEMPORARY SOIL STABILIZATION - MATERIALS
13-5.03	TEMPORARY SOIL STABILIZATION - CONSTRUCTION
13-6.01	TEMPORARY SEDIMENT CONTROL - GENERAL
13-6.02	TEMPORARY SEDIMENT CONTROL - MATERIALS
13-6.03	TEMPORARY SEDIMENT CONTROL - CONSTRUCTION
13-7.01	TEMPORARY TRACKING CONTROL - GENERAL
13-7.02	TEMPORARY TRACKING CONTROL - MATERIALS
13-7.03	TEMPORARY TRACKING CONTROL - CONSTRUCTION

G. Safety & Fire Protection

- 1) If at any time the Caltrans Contract Manager or designee determines that the Contractor's operation poses environmental or safety concerns, he/she may direct the Contractor to cease all tree cutting and shrub removal work. The Contractor shall immediately remedy such concerns to the Caltrans Contract Manager's or designee's satisfaction, at no additional cost to Caltrans. Tree cutting and shrub removal work may only re-commence

EXHIBIT A
Public Works - Federal

after the Caltrans Contract Manager or designee has determined that all environmental or safety concerns have been fully addressed by the Contractor.

- 2) Contractor shall follow all fire protection measures prescribed by the requirements of CalFire for work off the travel way. Contractor may access the CalFire Fire Protection Measures at <http://www.preventwildfireca.org/Field-Guides/>.
- 3) Any subcontracted labor and/or equipment may be subject to redirection by the Caltrans Contract Manager or designee in the event of an emergency on or in close proximity to the project site.
- 4) The following Caltrans' Standard Specifications concerning public safety are hereby incorporated into this Agreement:

01-1.05	REFERENCES
01-1.06	ABBREVIATIONS
01-1.07	DEFINITIONS
07-1.03	PUBLIC CONVENIENCE
07-1.04	PUBLIC SAFETY

H. Property & Facility Preservation

Any property or facility damage caused by the Contractor's negligence shall be repaired and/or replaced at the Contractor's sole expense. Contractor shall notify the Caltrans Contract Manager or designee immediately if any damage is caused. The following Caltrans' Standard Specifications concerning property and facility preservation are hereby incorporated into this Agreement:

01-1.05	REFERENCES
01-1.06	ABBREVIATIONS
01-1.07	DEFINITIONS
05-1.36	PROPERTY AND FACILITY PRESERVATION

I. Environmental Stewardship

The following Caltrans' Standard Specifications concerning environmental stewardship are hereby incorporated into this Agreement:

01-1.05	REFERENCES
01-1.06	ABBREVIATIONS
01-1.07	DEFINITIONS
14-6.03	BIRD PROTECTION
14-8.02	NOISE CONTROL
14-9.02	AIR POLLUTION CONTROL

J. Work Inspection

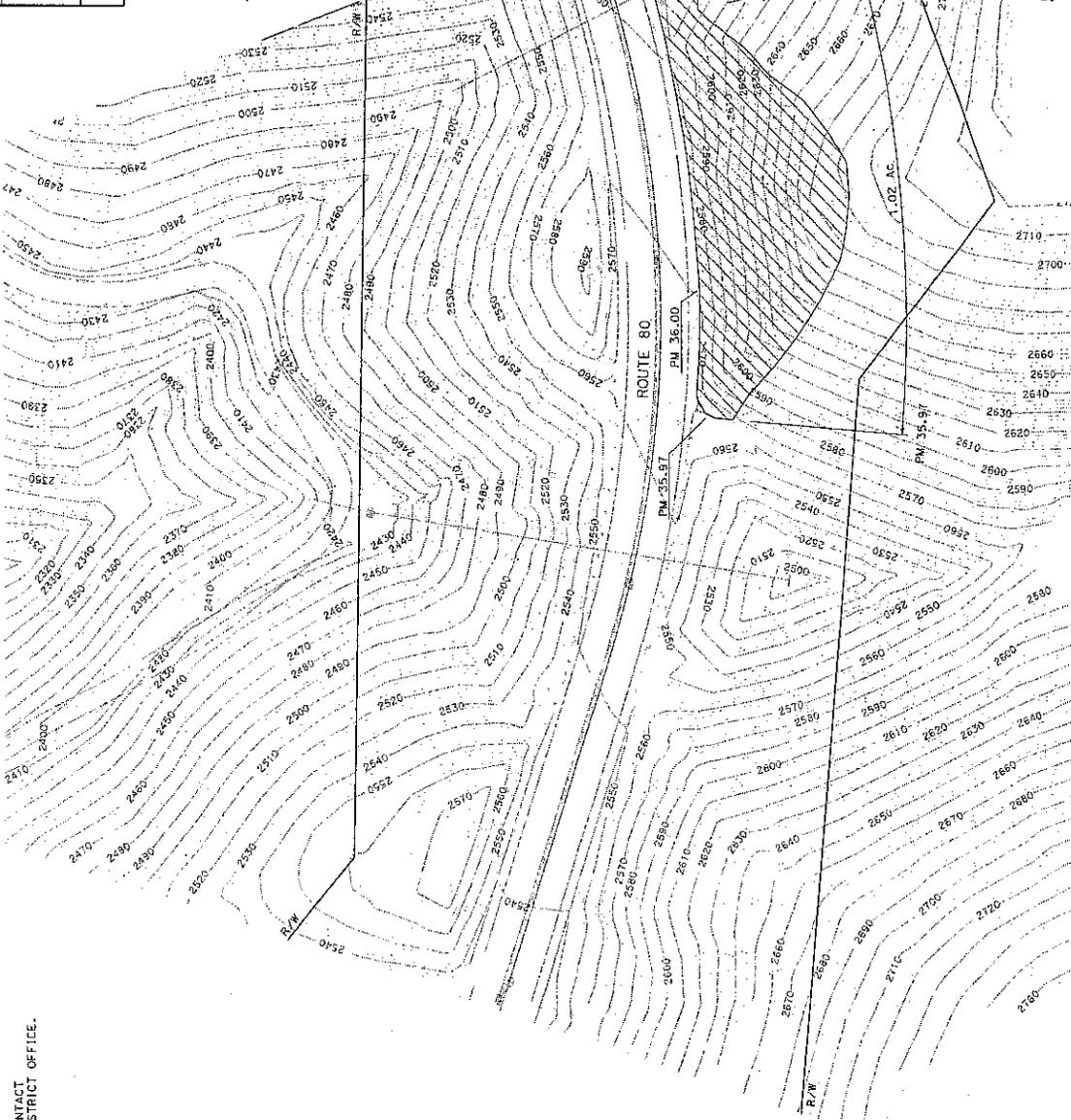
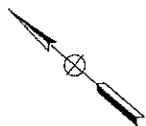
EXHIBIT A
Public Works - Federal

- 1) The Caltrans Contract Manager or designee shall, at all times, have safe access to the work for ascertaining that the materials and the workmanship comply with the requirements of this Agreement. All work done and all materials furnished shall be subject to inspection by the Caltrans Contract Manager or designee.
- 2) Work that is defective, careless, and/or indicative of lack of skill in its execution, as determined by the Caltrans Contract Manager or designee, shall be redone at the Contractor's sole expense.
- 3) Final Inspection

It is the responsibility of the Contractor to notify the Caltrans Contract Manager or designee that the work is complete and ready for final inspection. Work is subject to final inspection and approval by the Caltrans Contract Manager or designee. The Caltrans Contract Manager or designee shall have the ultimate responsibility and authority to determine whether the Contractor has satisfied the Contractor's duties and obligations under the Agreement, including specifically whether the Contractor delivered all required work product, and whether the Contractor's work product satisfied all of the applicable contract requirements. 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.

03	P10	80	35.97/31.06
01st	COUNTY	ROUTE	POST MILES

SHEET NO. 1
 OF 1 SHEETS
 LICENSED LANDSCAPE ARCHITECT
 PLANS APPROVAL DATE
 THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION
 THE RECORD IN COMPLETENESS OF SCALING
 COPIES OF THIS PLAN BEING:



SITE PLAN
 SCALE 1" = 50'

APPROVED FOR VEGETATION CLEARING WORK ONLY

RELATIVE BORDER SCALE IS IN INCHES

USERNAME: 78133388
 DOR FILE # 3300024293001.dgn

BORDER LAST REVISED 1/27/2010

NOTE:
 FOR ACQUISITION RIGHT OF WAY DATA, CONTACT
 RIGHT OF WAY ENGINEERING AT THE DISTRICT OFFICE.

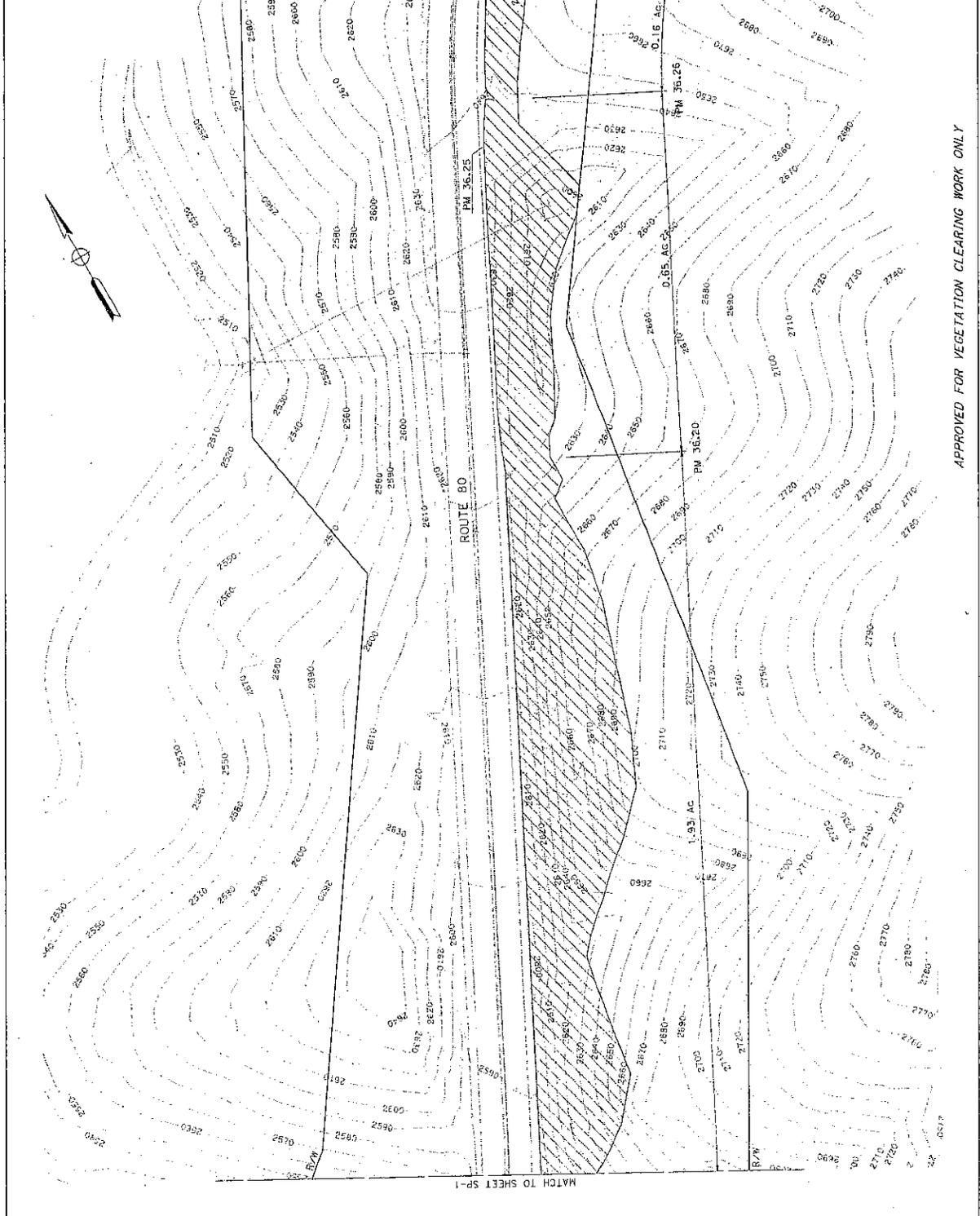
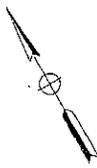
LEGEND:
 PROJECT AREA

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION	LANDSCAPE ARCHITECTURE	SENIOR LANDSCAPE ARCHITECT	DESIGNED BY	REVISIONS
CP Gilchrist	ARCHITECTURE		CHECKED BY	DATE REVISED
			REVISIONS	

DIET COUNTY	ROUTE	POST MILES	SHEET TOTAL
03	P1a	80	35.97/37.06
			NO. SHEETS

LICENSED LANDSCAPE ARCHITECT

PLANS APPROVAL DATE: _____
 THE ARCHITECT SHALL NOT BE RESPONSIBLE FOR
 ANY ERRORS OR OMISSIONS OF THE ORIGINAL
 DRAWINGS OR THIS PLAN SHEET.



STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION	SENIOR LANDSCAPE ARCHITECT	DESIGNED BY	CHECKED BY	DATE REVISED
ST. CLAYTONS	LANDSCAPE ARCHITECTURE			

ATTACHMENT A

Agreement Number 03A2365

Page 2 of 5

SP-2

SITE PLAN
SCALE 1" = 50'

APPROVED FOR VEGETATION CLEARING WORK ONLY



RELATIVE HORIZONTAL SCALE

DATE PLOTTED: 11-15-11 11:57:20 AM

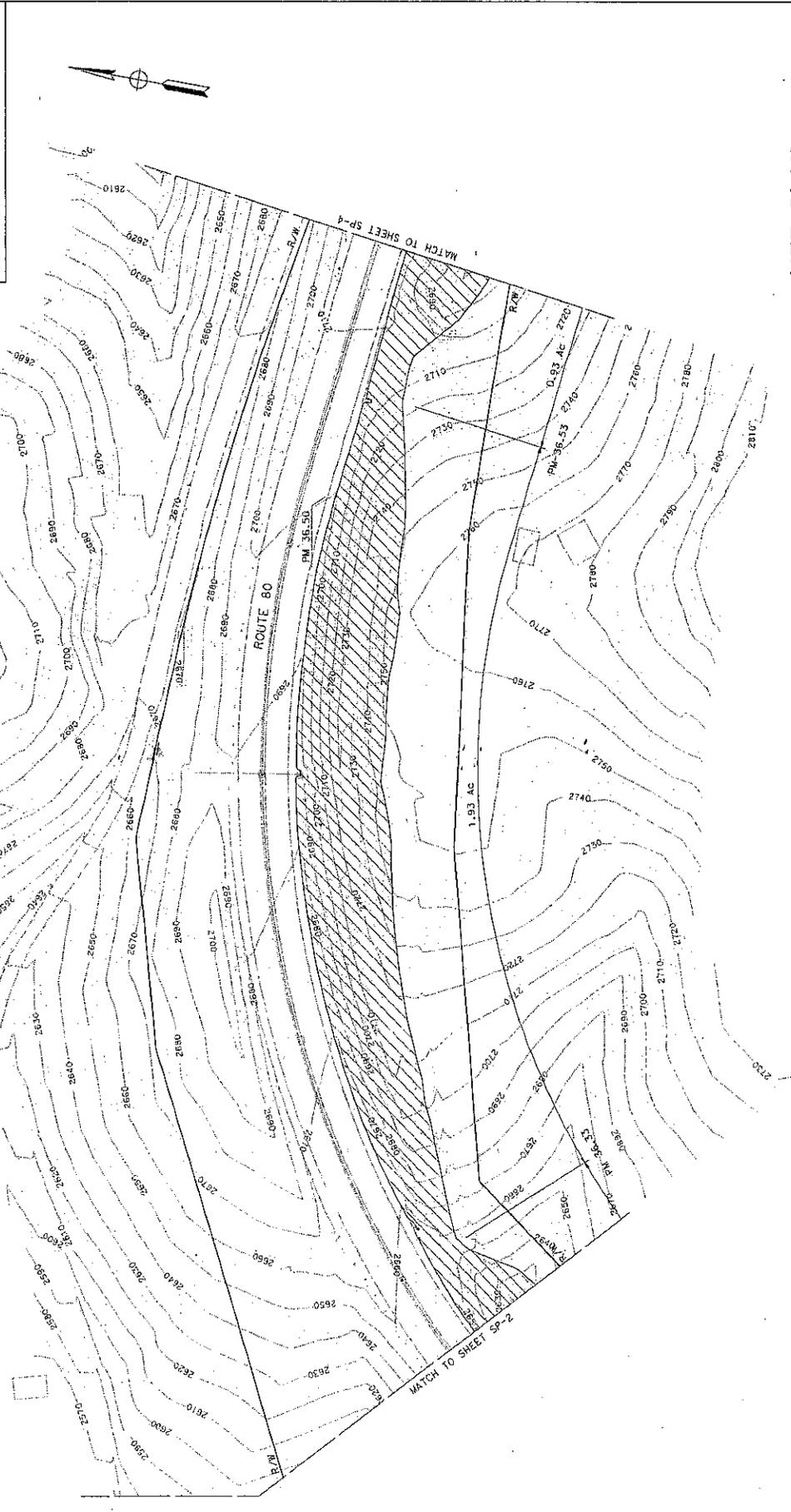
TIME PLOTTED: 11:57:20 AM

FILE: 03A2365.dwg

DATE	COUNTY	ROUTE	POST MILES	SHEET TOTAL
03	Pi	80	35.97/37.06	No. SHEETS

PLANS APPROVAL DATE: 11/11/2010
 THE ENGINEER OR ARCHITECT SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OF THE DATA OR THE RESULTS OF THE SURVEY UNLESS OTHERWISE SPECIFIED.

LICENSED LANDSCAPE ARCHITECT



SITE PLAN
 SCALE 1" = 50'

SP-3

APPROVED FOR VEGETATION CLEARING WORK ONLY

RELATIVE ENGINEER SCALE
 1 2 3 4 5 6 7 8 9 10
 1/8 1/4 3/8 1/2 5/8 3/4 7/8 1

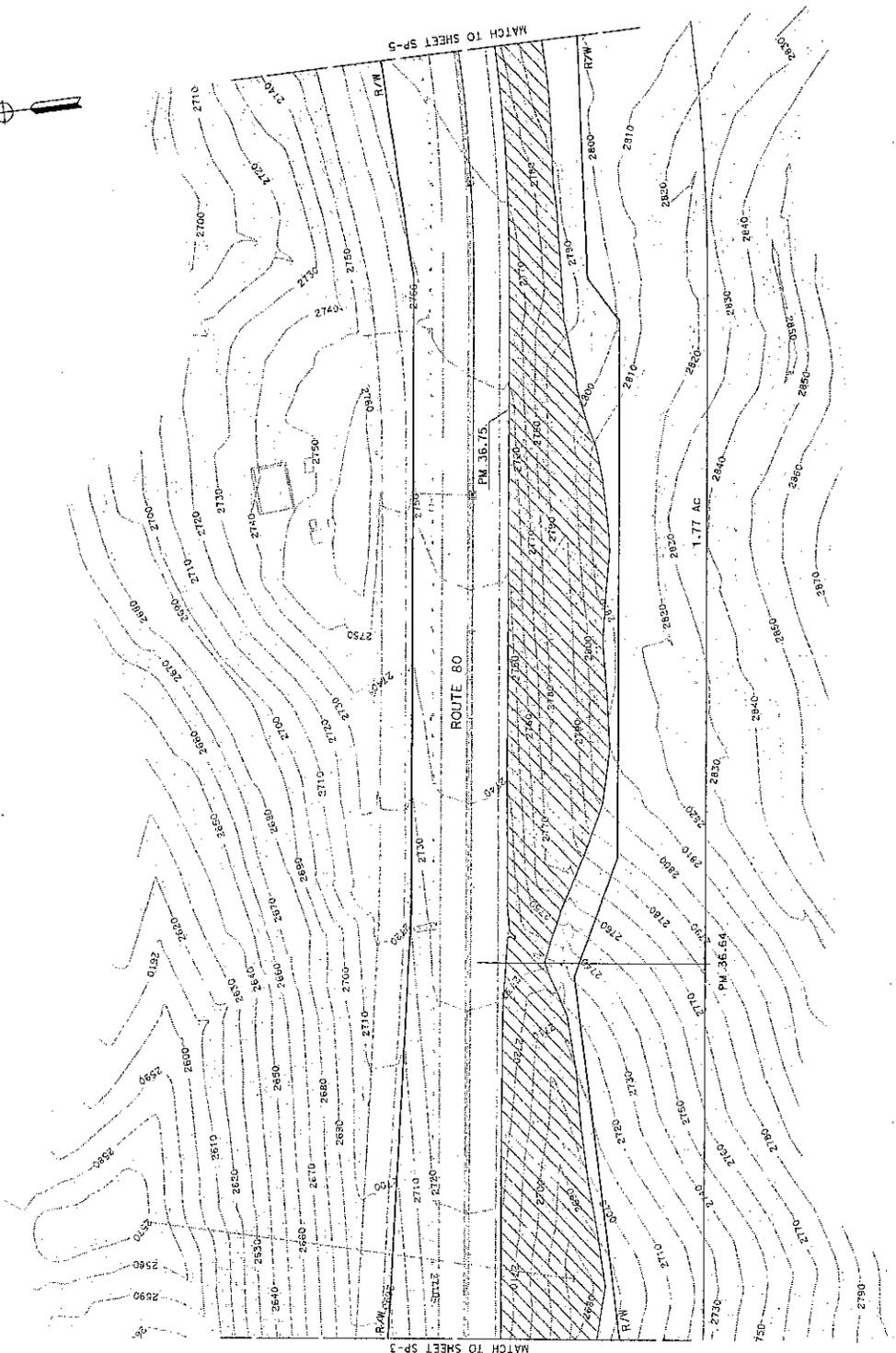
VERSION: 11/11/2010
 DGN FILE: 0303020305001.dgn

BORDER LAST REVISED 7/2/2010

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION	SENIOR LANDSCAPE ARCHITECT	DESIGNED BY	DATE REVISION
LANDSCAPE ARCHITECTURE		REVISOR	
LANDSCAPE ARCHITECTURE		DATE REVISION	

DIST	COUNTY	ROUTE	TOTAL PROJECT	SHEET NO.	TOTAL SHEETS
03	PIC	80	35.97/37.06		

LICENSED LANDSCAPE ARCHITECT
 PLANS APPROVAL DATE
 THIS PLAN IS VALID FOR THE PERIOD OF 180 DAYS FROM THE DATE OF ISSUANCE OF THIS PLAN. ANY CHANGES TO THIS PLAN MUST BE APPROVED BY THE ARCHITECT.



STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION	LANDSCAPE ARCHITECTURE	DESIGNED BY	DATE REVISED
REVISION LANDSCAPE ARCHITECT		CHECKED BY	DATE REVISED

Agreement Number 03A2365
 Page 4 of 5

SP-4

SITE PLAN
 SCALE 1" = 50'

APPROVED FOR VEGETATION CLEARING WORK ONLY



RELATIVE HORIZONTAL SCALE
1" = 15' HORIZONTAL

USERNAME: 0313369
 DON FILE: 030002020d0004.dgn

BORDER LAST REVISED 7/27/10

