

**UPPER MOKELUMNE RIVER WATERSHED AUTHORITY**

**REQUEST FOR PROPOSAL (RFP)**

**For Project Specific Questions, Please Contact:**  
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**PROPOSALS DUE**

by

**12:00 p.m.**

on

**May 25, 2022**

via email to

**UMRWA**

c/o: [kkahling.landmark@outlook.com](mailto:kkahling.landmark@outlook.com)

E-mail Subject Line: "UMRWA No. 22-01 FPP Phase 1  
Archeological Field Surveys and Report"

**UPPER MOKELUMNE RIVER WATERSHED AUTHORITY**

**RFP No. 22-01  
for  
Forest Project Plan Phase 1 - Archeological Surveys**

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## I. STATEMENT OF WORK

### A. PROPOSER QUALIFICATIONS

1. Proposer shall possess all permits, licenses, and professional credentials necessary to perform services as specified under this RFP.
2. Proposer, Proposer's principal, or Proposer's staff working on the contract must meet the minimum professional qualifications outlined in the Secretary of the Interior's Standards and Guidelines, Archaeology and Historic Preservation's "Professional Qualifications Standards" (Federal Register vol. 48, no. 190, 9-29-83, Part IV, pg. 44738-44739).
3. Throughout the duration of the contract, the Principal Investigator should be monitoring the activities of the Supervising Field Archaeologist and field crew. To meet the minimum professional qualifications in archaeology:
  - a. Principle Investigator: The minimum professional qualifications for the Principal Investigator are:
    - (1) A graduate degree in anthropology with an archaeology emphasis,
    - (2) Demonstrated ability to carry out research to completion as evidenced by timely completion of previous contracts undertaken within the past three years and no current contracts which are past their completion dates,
    - (3) One year of full-time professional experience in archeological administration and research relevant to California archeology, preferably in the Sierra Nevada
    - (4) Supervisory field and analytical experience,
  - b. Field Supervisors: A minimum of a bachelor's degree in anthropology, archeology, history or a closely related field with a minimum of six months general archeological field experience and three months of previous field archeological supervisory experience conducting similar work.

### B. SCOPE

It is the intent of these specifications, terms, and conditions to describe the services the Upper Mokelumne River Watershed Authority (Authority or UMRWA) is seeking. The Authority intends to award a contract to the Proposer(s) who best meets the Authority's requirements.

The term of the contract shall begin on the date the contract is executed by the Authority and terminates on September 30, 2022.

1. Description of Work

The Forest Projects Plan (FPP) is a large, landscape-level forest stand and wildlife habitat improvement and protection project located on U.S. Forest Service (USFS or Forest Service) lands, primarily within the upper Mokelumne River watershed. The project is designed to help prevent high-intensity, large-scale wildfires, improve forest conditions, and protect important wildlife habitat and other resources. This project supports Phase 1 of a two-phased approach to the Forest Projects Plan. Phase 1 proposes non-commercial actions to reduce forest ladder fuels and implement other forest management activities on the Eldorado National Forest, Amador Ranger District.

The Authority designed the FPP in collaboration with the Amador Calaveras Consensus Group (ACCG)—a community-based local collaborative that works to create healthy forests and watersheds, fire-safe communities, and sustainable local economies—and with the Eldorado National Forest, Amador Ranger District Wildlife Biologist and Fuels Management Officer. The cultural resource inventory under this solicitation supports Phase 1 fuels treatments.

This project lies entirely within Eldorado National Forest (ENF) lands, on the Amador Ranger District. The Authority is implementing this project under terms of Master Stewardship Agreement #16-SA-11052000-065 between the Authority and the Forest Service.

This specific solicitation/project consists of conducting a cultural resource inventory of approximately 1,499 acres of core areas and up to 686 acres of optional areas within portions of the Amador Ranger District in support of the FPP Phase 1. The focus of this RFP is archeological surveys. The project area has been split into two areas: core survey units and optional survey units. Core units are the highest priority and will be surveyed with secured funds. Optional units are a second priority and will be surveyed pending surplus funding from core unit surveys or award of future funding. Both the core and optional units to be surveyed are depicted on the maps shown in Exhibit [D]. The specific survey units are labelled Areas A-F on the maps. Contractors may bid on one or more of the core areas and/or optional units; additional units may become available for bid depending on future funding availability.

Survey coverage will be surface-30 (i.e., transect intervals spaced 30 meters or less apart) on slopes 30% or less. Surveys are not required on slopes greater than 30%. An inventory report template using a format provided by the ENF is available in Exhibit G (Cultural Resources Management Report); the yellow highlighted portions of this report form will be prepared by the Contractor as will GIS based maps and data that depict areas surveyed. Note that the ENF will complete the non-highlighted sections of the inventory report template.

There are 20 known archaeological sites within the survey units to be monitored (not recorded) using a monitoring form provided by UMRWA and originating from the ENF (Exhibit E, Monitoring and Update Record). Any newly discovered cultural resource sites will be recorded using a new site form provided by UMRWA and originating from the ENF (Exhibit F, Primary Record and Discovery Form). Digital photographs will be taken at all sites using a camera provided by the Contractor, and a log sheet provided by UMRWA and originating from the ENF will be used for accession purposes (Exhibits H and I). The site boundaries of all previously known and newly discovered sites will be recorded using a GPS device provided by the Contractor, and all sites will be depicted on a site location map (plotted as polygon features on GIS maps). The boundaries of all sites encountered during survey will be flagged, and new

Sensitive Area tags provided by the ENF will be posted at new sites and reposted at previously recorded sites if conditions dictate. Monitoring and recordation of linear sites will be modified (as specified in Section B.3) to expedite survey coverage.

Base maps for all deliverables will be GIS-created using a 1:24,000 scale that clearly depict topography with contour lines, ENF and private property boundaries, and labeled ENF roads for reference rather than stand-alone aerial imagery (i.e., Google Earth). All survey coverage and site boundary GPS data will be collected using NAD 83 and provided to the Authority as deliverables that are compatible with ArcMap 10.2. The Authority will submit all Contractor deliverables to the ENF as part of the third-party NEPA documentation. GIS data will be organized and submitted to the Authority using the appropriate attribute table templates provided by the ENF for survey coverage and site locations.

Note that time is of the essence for this project. Due to an expedited timeframe for the planning process (NEPA), it is critical that the contractor be able to begin work as soon as possible, to complete the scope of services and deliverables by September 23, 2022, and to have enough resources to accomplish the survey and site identification phase within this short timeframe.

## 2. Project Locations

Five (5) core units and two (2) optional unit have been identified by the Authority in coordination with the ENF for the cultural resource inventory requirement. They are located on the Amador Ranger District. Please see the maps located in Exhibit D for specific locations.

The units to be inventoried consist of natural stands some of which are dense with trees of varying size, shrubs, and surface fuels, and therefore at risk of loss to wildfire. Portions of some of the units to be inventoried have been mechanically treated within the last 10 to 15 years. The majority of the units are located within the Wildland Urban Interface, and in some cases connect to past or expected future treatment areas on ENF System lands.

Access into the survey units is primarily off of State Route Highway 88. Access may require the use of a 4WD or high clearance vehicle. Proposer should seek up to date access information from the Amador Ranger District prior to accessing sites.

There are approximately 1,499 acres of core units to be surveyed using secured funds. In addition, there are approximately 686 acres of optional units to be surveyed pending the availability of future funding. There are twenty (20) known archeological sites within these core and optional units to be monitored and flagged. See the table below for details.

Unit Type	Unit Identifier	Location Description	% of Area >30% (+5) slope (LiDAR, USGS)*	Acres
Core	Core Area A	Areas north of Hwy 88, west of 8N23	0%, 10%	231
	Core Area B	North of Hwy 88, 8N23 to 9N14	0%, 14%	733
	Core Area C	South of Hwy 88, east of Ellis Road	0%, 23%	106
	Core Area D	Two segments south of Salt Springs Road	23%, 78%	200
	Core Area E	Additional segments along and south of Salt Springs Road	5%, 45%	229
	<b>Total Core Area Acres</b>			
Optional	Optional Area F	North of Hwy 88, 9N14 to 9N68	0%, 3%	554
	Optional Area G	North of Hwy 88, east of 9N68	0%, 2%	132

\* Of the two numbers listed, the first is derived from a LiDAR digital elevation model (DEMs), or Bare Earth Model (source: CA\_UpperSouthAmerican\_Eldorado\_2019 LiDAR) while the second is derived from the USGS DEM (source: USGS DEM 1/3 arc second).

### 3. Specific Work Requirement

All of the following deliverables shall be prepared according to the specifications and schedules provided below:

Deliverable #1: Survey/Monitoring/Recordation/GIS Maps and Data (60 days from notice to proceed)

Contractor will evaluate all units contracted by the Authority. Contractor will inventory utilizing a surface-30 (“intensive”) methodology (i.e., transect intervals spaced 30 meters or less apart) on slopes 30% or less. No surveys are required for slopes greater than 30%. Within the units to be surveyed, estimates of the percent of the area that is greater than 30% slope have been made and provided in the preceding table under section 2. Project Locations. Any areas greater than 30% slope and areas encountered that are unsafe to survey will be plotted on GIS created maps, identified as ‘not surveyed – unsafe’ in the GIS data deliverables, and described in the yellow highlighted sections of the inventory report (Exhibit G) (i.e., acres) (note that the ENF will complete the non-highlighted sections of the inventory report template). Time constraint is not an acceptable reason for performing less than the designated survey coverage methodology.

All twenty (20) previously known archaeological sites within the survey units will be relocated and monitored. For each site, the contractor will complete the monitoring form provided

(attached in Exhibit E). Any new cultural resource sites discovered during survey will be recorded with a new site form (attached as Exhibit F).

All previously known and newly discovered sites will also be photographed, flagged, posted with a Sensitive Area tag, and mapped using GPS. Photographs that document the site's current condition will be provided as part of the monitoring and new site forms, and photos will be accessioned using the log sheet provided (attached in Exhibits H and I). The site boundaries will be flagged using combined strips of pink and black flagging provided by the ENF. The flagged boundaries of previously known sites will include all previously recorded features and artifacts (e.g., according to the most updated site sketch maps), or expanded to include newly identified cultural resources. Where flagged site boundaries differ in size and/or shape from previously recorded/flagged boundaries, these updates will be noted on the monitoring form with a brief explanation. New Sensitive Area tags (provided by the ENF) will be posted at all new sites and reposted at previously known sites where it is deemed necessary to replace tags that are not relocated, are burned, or are generally in poor condition. All flagged site boundaries will be mapped using GPS tracks so that sites can be plotted on GIS maps as polygon features.

There are two (2) known linear archaeological site segments located in the survey units. When any linear site segment is encountered during a survey transect, a GPS point and photograph will be taken, and flags (using the pink and black flagging provided by the ENF) hung at that data point. The contractor will follow these same procedures to record newly identified linear archaeological site segments. Monitoring of known linear sites and minimal recordation of new linear sites will be documented on the site form provided by UMRWA and originating from the ENF (attached in Exhibit F).

Collection of surface artifacts is not authorized under this contract. If the Contractor determines artifacts at risk, ENF will be notified for approval for collection.

After the survey, site monitoring and recording, site flagging, and Sensitive Area postings have been completed, the contractor will provide UMRWA with the following for submission to the ENF:

- 1) Draft GIS maps that clearly depict the units surveyed, the methodologies used, unsurveyed/unsafe areas within the units, and all encountered site locations (sites as polygons and linear site segments as point or line data) ( sample GIS maps will be provided by ENF upon award).
- 2) Draft GPS data used for depicting surveyed areas and site locations on the GIS maps. Submit data using appropriate attribute table templates provided by the ENF upon award.
- 3) A table that summarizes the units surveyed, methodology or methodologies utilized, acres inventoried by methodology, known sites monitored, any newly recorded sites, and linear site segments encountered during the inventory.

**Deliverable #2: Draft Report/Monitoring Forms (80 days from notice to proceed)**

Contractor will prepare a draft inventory report following the ENF format provided by UMRWA (Exhibit G). Contractor shall complete only the yellow highlighted sections of the report template; the ENF will complete all remaining sections of the report based upon the ENF's previous work. The draft will include the survey results provided to UMRWA after the survey was completed (deliverable #1). Monitoring forms and new site forms with attached photographs and site location maps will be included. The report will include a list and description of any newly located sites along with site location maps. The report will also include a list and description of encountered linear site segments. Two sets of GIS maps will be prepared that show the (1) survey units and inventory methodologies and (2) locations of cultural resources (including linear site data); these will be prepared at the 1:24,000 scale. An electronic copy of the report in Word will be provided to UMRWA for submission to the ENF and ENF review. The Authority and the ENF will have 10 days for review of these documents.

**Deliverable #3: Final Report (100 days from notice to proceed)**

A final inventory report will be prepared that has addressed any comments provided to the contractor by the Authority or the ENF. It will include the final sets of GIS maps, final sets of site forms, and final sets of photographs with log sheets. Contractor will provide 2 hard copies of the report and maps as well as 2 electronic copies, one as a Word document and the other as a PDF. All final GIS data will be provided to UMRWA for submission to the ENF.

**4. Maps**

Maps showing the general vicinity and specific work areas are included in Exhibit D. Maps showing known archaeological site locations will be provided after contract award and execution.

**5. Site Visit**

Proposer is strongly encouraged to perform an independent site visit to the units to be surveyed in order to view the project setting and understand the site conditions and other factors potentially relevant to responding to this RFP.

**6. Estimated Start Date & Contract Time**

Start: 15 June 2022

End: 23 September 2022

Time: 100 days

**7. Restrictions on Work**

Work may be performed at any time during the period of the contract, except as follows:

- a. When UMRWA, the ENF or Contractor determines that adverse weather or other conditions have made access too dangerous, where continued vehicular travel



would cause unacceptable road damage or climatic conditions are unfavorable for continuation of work.

- b. Work shall not be performed before 6:00 a.m., after 6:00 p.m., on Sundays or on Federal holidays.

## 8. Fire Prevention

- a. Contractor shall take all steps necessary to prevent his/her employees, subcontractors and their employees from setting fires, shall be responsible for preventing the escape of fires set directly or indirectly as a result of contract operations, and shall extinguish all such fires which may escape.
- b. Smoking shall not be permitted during fire season, except in a barren area or in an area cleared to mineral soil at least three feet in diameter. In areas closed to smoking, the ENF may approve special areas to be used for smoking. The Contractor shall sign designated smoking areas. Contractor shall post signs regarding smoking and fire rules in conspicuous places for all employees to see. Contractor's supervisory personnel shall require compliance with these rules. Under no circumstances shall smoking be permitted during fire season while employees are operating light or heavy equipment, or walking or working in grass and woodlands.
- c. All parking or equipment service areas shall be cleared of all flammable material for a radius of at least 10 feet unless otherwise specified by local administrative unit. Small mobile or stationary internal combustion engine sites shall be cleared of flammable material for a slope distance of at least 10 feet from such engine. The ENF shall approve such sites in writing.
- d. As soon as feasible but no later than 15 minutes after initial discovery, Contractor shall notify the ENF of any fires on Contract Area or along roads used by Contractor. Contractor's employees shall report all fires as soon as possible to any of the following Forest Service facilities and/or personnel listed below, but not necessarily in the order shown:

	Name	Office Address	Office telephone
<b>Dispatch Center</b>	<b>Camino ECC</b>	<b>Camino, CA</b>	<b>530-644-0200</b>
Nearest FS Station	Amador Ranger Station	Pioneer, CA	209-295-4251
COR	Chuck Loffland	Pioneer, CA	209-295-5910
Inspector			
Inspector			

### **When reporting a fire, provide the following information:**

Your Name

Call back telephone number

Project Name

Location: Legal description (Township, Range, Section); and Descriptive location (Reference point)

Fire Information: Including Acres, Rate of Spread and Wind Conditions.

#### 9. Camping and Housing

Camping is not permitted in US Forest Service campgrounds. Contractor will not be permitted to camp elsewhere on US Forest Service land.

#### 10. Contractor Furnished Equipment

The Contractor shall provide everything--including, but not limited to, all equipment, supplies, transportation, labor, and supervision--necessary to complete the project, except for that which the contract clearly states is to be furnished by UMRWA and the ENF.

#### 11. Furnished Property

Site records for known and recorded cultural resource sites within the survey area will be provided by the ENF Supervisor's Office. Based on the sensitive nature of this information, these records will be provided after award.

The ENF will also provide pink and black flagging, and yellow Sensitive Area tags and nails.

### C. COVID-19

In consideration of the current State of Emergency related to COVID-19, Contractor shall make all reasonable efforts to protect its employees and others at the job site by following the Interim Guidance for Businesses and Employers to Plan and Respond to Coronavirus Disease 2019 (COVID-19) as published and periodically updated by the Centers for Disease Control ([www.cdc.gov](http://www.cdc.gov)), including submittal of its Response Plan to the Authority at the time the contract is executed. Contractor shall also follow all other requirements and guidance for prevention COVID-19 as provided by the Occupational Safety and Health Administration ([www.osha.gov](http://www.osha.gov)), by the state of California and by Amador County.

## II. AUTHORITY PROCEDURES, TERMS, AND CONDITIONS

### A. RFP ACCEPTANCE AND AWARD

1. RFP responses will be evaluated by an UMRWA/USFS committee and will be scored/ranked in accordance with the RFP section entitled "Evaluation Criteria/Selection Committee."
2. The committee will recommend award to the Proposer who, in its opinion, is best qualified to perform the work described in this RFP. Award may not necessarily be made to the Proposer with the lowest overall cost.

3. The Authority reserves the right to award to a single or to multiple Proposers, dependent upon what is in the best interest of the Authority.
4. The Authority reserves the right to award contracts for any or all survey areas.
5. The Authority has the right to decline to award this contract or any part of it for any reason.
6. Any specifications, terms, or conditions issued by the Authority, or those included in the Proposer’s submission, in relation to this RFP, may be incorporated into any contract that may be awarded as a result of this RFP.
7. Award of contract. The right is reserved to reject any or all proposals, or to accept one part of a proposal and reject the other, unless the bidder stipulates to the contrary, and to waive technical defects, as the interest of the Authority may require.

**B. EVALUATION CRITERIA/SELECTION COMMITTEE**

All proposals will be evaluated by the Selection Committee (SC). The SC may be composed of Authority staff and other individuals who have expertise or experience in this type of procurement. The SC will select/recommend a Proposer in accordance with the evaluation criteria set forth in this RFP. The evaluation of the RFP responses shall be within the sole judgment and discretion of the SC.

RFP responses will be evaluated and scored by the SC according to each Evaluation Criteria below, and scored according to the scoring worksheet shown below. The scores for each Evaluation Criteria will be added to arrive at the weighted score for each RFP response. An RFP response with a high weighted total will be deemed of higher quality than one with a lesser-weighted total.

	<b>Evaluation Criteria:</b> Each Proposer’s project approach will be evaluated based on the entire set of factors listed below in A through D.
<b>A.</b>	<p><b>Approach and Technical Criteria:</b></p> <ol style="list-style-type: none"> <li>1. <b>Approach:</b> Has the Proposer demonstrated a thorough understanding of the purpose and scope of the project? Additional credit may be given for the identification and planning for mitigation of schedule risks that the Proposer believes may adversely affect any portion of the Authority’s schedule such as accounting for fire danger shutdowns, weather, or imposed contractual wildlife limitations, or employee/public safety factors.</li> <li>2. <b>Schedule:</b> The likelihood that the Proposers' implementation plan and schedule will meet the Authority’s schedule based on the daily production and capacity needed to complete the project and fulfill all contractual obligations by the termination date.</li> </ol>
<b>B.</b>	<b>Cost:</b>

	<p>The points for Cost will be computed by dividing the amount of the lowest responsive RFP response received by each Proposer's total proposed cost.</p> <p>While not reflected in the Cost evaluation points, an evaluation may also be made of:</p> <ol style="list-style-type: none"> <li>1. Reasonableness (i.e., does the proposed pricing accurately reflect the Proposer's effort to meet requirements, objectives and what is considered to be common in the area?);</li> <li>2. Realism (i.e., is the proposed cost appropriate to the nature of the products and services to be provided?); and</li> <li>3. Affordability (i.e., the ability of the Authority to finance this project).</li> </ol> <p>Consideration of price in terms of overall affordability may be controlling in circumstances where two or more RFP responses are otherwise judged to be equal, or when a superior RFP response is at a price that the Authority cannot afford.</p>
<b>C.</b>	<p><b>Relevant Experience:</b></p> <ol style="list-style-type: none"> <li>1. <b>Proposer Experience:</b> To what extent does Proposer have prior experience with similar projects and comparable work? Has the Proposer worked on USFS lands, has it completed projects on time and within budget? Does the Proposer effectively coordinate with field personnel to address operational questions and related issues in a timely fashion?</li> <li>2. <b>Key Personnel and Quality Control Plan:</b> Do the individuals and Supervising Field Archaeologist assigned to the project have experience on similar projects and how extensive is their experience in implementing large-scale cultural resource inventories.</li> </ol>
<b>D.</b>	<p><b>References (See Exhibit A – RFP Response Packet):</b></p> <p>If a short list process is used for a solicitation, references are only performed on the shortlisted Proposers and the score for reference checks is not included in the preliminary short list score.</p>

### Proposal Scoring Worksheet (100-point maximum score)

Score Weighting	%
A. Approach and Technical Criteria	25
B. Cost	30
C. Relevant Experience	35
D. References	10
Sum Total Score	100
Add 5% - Local Service Provider preference	Up to 5 points

A five percent (5%) preference will be applied to the scoring evaluation of proposals submitted by qualified Local Service Providers: the initial Sum Total Score will be adjusted upward by 5% (for example, an LSP proposal evaluation score of 80 would be increased 5% to 84%).

In order to qualify for consideration with this preference, a business enterprise must submit a completed Declaration of Local Service Provider and meet the following criteria:

1. Where available, a valid business license issued from Amador, Calaveras or Alpine County or a political subdivision within these counties; and
2. Its principal business office, or a satellite office from which the business enterprise operates or performs business on a day-to-day-basis, physically located within Amador, Calaveras or Alpine County.

C. PRICING

1. Prices quoted shall be firm for the term of any contract that may be awarded pursuant to this RFP.
2. All prices quoted shall be in United States dollars.
3. Pricing for the inventory of the core areas shall be made on a per acre basis.
4. Pricing for the inventory of the optional units shall also be made on a per acre basis, with the expectation that the Authority will negotiate the number of optional acres to be inventoried based on the available budget, Contractor's per acre rate, and Contractor's capacity to achieve additional acreage.
5. Proposers are advised that in the evaluation of cost, if applicable, it will be assumed that the unit price per acre quoted is correct in the case of a discrepancy between the unit price and extended price.

D. PROTESTS

Protests must be in writing and received no later than five (5) business days after the Authority issues the Notice of Intent to Award, which is sent by electronic mail to all entities who submitted a proposal. The Authority will reject the protest as untimely if it is received after this specified time frame. Protests will be accepted from proposers or potential proposers only.

Protests must be mailed or hand delivered to UMRWA Secretary, 15083 Camanche Parkway South, Valley Springs, CA 95252. Facsimile and electronic mail protests must be followed by a mailed or hand delivered identical copy of the protest and must arrive within the five-day time limit.

The Authority Executive Officer (EO), in consultation with Authority Counsel, will investigate the protest and if determined to be valid the EO may reject and re-bid or not re-bid the work, or recommend award to the remaining best qualified proposer. Their determination regarding any protest shall be final; there will be no public hearing. Affected proposers will be notified by electronic mail within 7 business days of the action taken.

## E. INVOICING

Invoicing and payment terms are described in the template Consulting Services Agreement (see the attached Exhibit C).

## III. RFP RESPONSE SUBMITTAL INSTRUCTIONS AND INFORMATION

### A. AUTHORITY CONTACTS

All contact during the RFP solicitation and review process is to be through the contact person listed on the first page of this RFP.

### B. SUBMITTAL OF RFP RESPONSE

1. Late responses will not be accepted.
2. RFP responses will be received by electronic mail (“e-mail”) only at the address listed below by 12pm on the due date specified above:  
  
[kkahling.landmark@outlook.com](mailto:kkahling.landmark@outlook.com)
3. Any RFP response received after that time or date, or at a place other than the stated address cannot be considered. All RFP responses must be received and time stamped at the stated email address by the time designated. The Authority's timestamp shall be considered the official timepiece for the purpose of establishing the actual receipt of RFP responses. The Authority will reply to the Proposer's e-mail submission upon receipt of an RFP response.
4. The email subject line must contain “UMRWA No. 22-01 FPP Phase 1 Archeological Field Surveys and Report.”
5. Proposers are to submit one (1) original electronic RFP response (Exhibit A – RFP Response Packet, including all additional documentation stated in the “Required Documentation and Submittals” section of Exhibit A), all with original ink signatures. RFP responses are to be sent as one (1) combined .pdf file.
6. All costs required for the preparation and submission of an RFP response shall be borne by the Proposer.
7. Proposer expressly acknowledges that it is aware that if a false claim is knowingly submitted (as the terms “claim” and “knowingly” are defined in the California False Claims Act, Cal. Gov. Code, §12650 et seq.), the Authority will be entitled to civil remedies set forth in the California False Claim Act.
8. The RFP response shall remain open to acceptance and is irrevocable for a period of 90 days, unless otherwise specified in the RFP documents.

9. It is understood that the Authority reserves the right to reject any or all RFP responses.

C. RESPONSE FORMAT

1. **Proposers shall not modify any part of Exhibits A, B, or C, or qualify their RFP responses. Proposers shall not submit to the Authority a re-typed or otherwise re-created version of these documents or any other Authority-provided document.**
2. RFP responses, in whole or in part, are NOT to be marked confidential or proprietary. The Authority may refuse to consider any RFP response or part thereof so marked. RFP responses submitted in response to this RFP may be subject to public disclosure. The Authority shall not be liable in any way for disclosure of any such records.

**EXHIBIT A**  
**RFP RESPONSE PACKET**  
**RFP No. 22-01: Archeological Services FPP – Phase 1**

To: Upper Mokelumne River Watershed Authority (“Authority”)

From: \_\_\_\_\_  
(Name and Official Title of Proposer)

Preferred electronic mail (email) address: \_\_\_\_\_

**RFP RESPONSE PACKET GUIDELINES**

- **AS DESCRIBED IN SECTION IV- RFP RESPONSE SUBMITTAL INSTRUCTIONS AND INFORMATION, PROPOSERS ARE TO SUBMIT ONE (1) ORIGINAL HARDCOPY RFP RESPONSE WITH ORIGINAL INK SIGNATURES, ONE COPY, AND ONE (1) ELECTRONIC COPY (in PDF format and on a CD or flash drive) CONTAINING THE FOLLOWING, IN THEIR ENTIRETY:**
  - **EXHIBIT A – RFP RESPONSE PACKET, INCLUDING ALL ADDITIONAL REQUIRED DOCUMENTATION AS DESCRIBED IN EXHIBIT A- REQUIRED DOCUMENTATION AND SUBMITTALS**
- **PROPOSERS THAT DO NOT COMPLY WITH THE REQUIREMENTS, AND/OR SUBMIT AN INCOMPLETE RFP RESPONSE MAY BE SUBJECT TO DISQUALIFICATION AND THEIR RFP RESPONSE REJECTED IN TOTAL.**
- **IF PROPOSERS ARE MAKING ANY CLARIFICATIONS AND/OR AMENDMENTS, OR TAKING EXCEPTION TO ANY PART OF THIS RFP, THESE MUST BE SUBMITTED IN THE EXCEPTIONS, CLARIFICATIONS, AND AMENDMENTS SECTION OF THIS EXHIBIT A – RFP RESPONSE PACKET. THE AUTHORITY, AT ITS SOLE DISCRETION, MAY ACCEPT AMENDMENTS/EXCEPTIONS, OR MAY DEEM THEM TO BE UNACCEPTABLE, THEREBY RENDERING THE RFP RESPONSE DISQUALIFIED.**



## PROPOSER INFORMATION AND ACCEPTANCE

1. The undersigned declares that all RFP documents, including, without limitation, the RFP, Addenda, and Exhibits, have been read and that the terms, conditions, certifications, and requirements are agreed to.
2. The undersigned is authorized to offer, and agrees to furnish, the articles and services specified in accordance with the RFP documents of RFP No. 22-01.
3. The undersigned acknowledges acceptance of all addenda related to this RFP. List Addenda for this RFP on the line below:

Addendum #	Date

4. The undersigned hereby certifies to the Authority that all representations, certifications, and statements made by the Proposer, as set forth in this RFP Response Packet and attachments, are true and correct and are made under penalty of perjury pursuant to the laws of California.
5. The undersigned acknowledges that the Proposer is, and will be, in good standing in the State of California, with all the necessary licenses, permits, certifications, approvals, and authorizations necessary to perform all obligations in connection with this RFP and associated RFP documents.
6. It is the responsibility of each Proposer to be familiar with all of the specifications, terms, and conditions, and the site condition. By the submission of an RFP response, the Proposer certifies that if awarded a contract it will make no claim against the Authority based upon ignorance of conditions or misunderstanding of the specifications.
7. Patent indemnity: General or Professional Service Providers who do business with the Authority shall hold the Authority, its Directors, officers, agents, and employees harmless from liability of any nature or kind, including cost and expenses, for infringement or use of any patent, copyright or other proprietary right, secret process, patented or unpatented invention, article, or appliance furnished or used in connection with the contract or purchase order.
8. Proposer's W-9 and insurance certificates are not required at the time of submission. However, by signing Exhibit A – RFP Response Packet, the Proposer agrees to provide its W-9 and meet the minimum insurance requirements stated in the RFP. This documentation must be provided to the Authority prior to execution of an agreement by the Authority, and shall include an insurance certificate which meets the minimum insurance requirements, as stated in the RFP.
9. The undersigned Proposer hereby submits this RFP response and binds itself to the Authority. The RFP, subsequent Addenda, Proposers Response Packet, and any attachments, shall be used to form the basis of a Contract, which once executed shall take precedence.

Official Name of Proposer (exactly as it appears on Proposer's corporate seal and invoice): \_\_\_\_\_

Street Address Line 1: \_\_\_\_\_

Street Address Line 2: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Webpage: \_\_\_\_\_

Type of Entity / Organizational Structure (check one):

- |  |  |
|--|--|
| <input type="checkbox"/> Corporation                   | <input type="checkbox"/> Joint Venture       |
| <input type="checkbox"/> Limited Liability Partnership | <input type="checkbox"/> Partnership         |
| <input type="checkbox"/> Limited Liability Corporation | <input type="checkbox"/> Non-Profit / Church |
| <input type="checkbox"/> Other: _____                  |  |

Jurisdiction of Organization Structure: \_\_\_\_\_

Date of Organization Structure: \_\_\_\_\_

Federal Tax Identification Number: \_\_\_\_\_

Primary Contact Information:

Name / Title: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Street Address Line 1: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_

Name and Title of Signer (printed): \_\_\_\_\_

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

## PROPOSAL

Cost shall be submitted on this Proposal Form as is. The prices quoted shall not include Sales Tax or Use Tax; said tax, wherever applicable, will be paid by the Authority to the General or Professional Service Provider, if licensed to collect, or otherwise directly to the State.

### 1) Approach and Technical Criteria:

- a) **Approach:** RFP response shall demonstrate a thorough understanding of the purpose and scope of the project. Identify and describe planning for mitigation of schedule risks that the Proposer believes may adversely affect any portion of the Authority's schedule such as accounting for fire danger shutdowns, weather, or imposed contractual wildlife limitations.
- b) **Schedule:** RFP response shall describe Proposer's implementation plan and schedule in order to meet the Authority's schedule based on the daily production and capacity needed to complete the project and fulfill all contractual obligations by the termination date and interim dates as specified.

### 2) Relevant Experience:

- a) **Proposer Experience:** RFP response shall describe the Proposer's prior experience with similar projects and comparable work. Describe whether the Proposer worked on USFS lands and completed projects on time. Describe the Proposer's process to coordinate with field personnel to address operational questions and related issues in a timely and fiscally responsible fashion.
- b) **Key Personnel and Quality Control Plan:** RFP response shall describe to what extent the individuals and Supervising Field Archaeologist assigned to the project have experience on similar projects and how extensive is their experience in implementing large-scale cultural resource inventories. List their names and relevant experience.

3) **References:** The RFP response shall include a description of relevant experience of Proposer's key personnel who will be working on this contract. References MUST demonstrate the successful completion of similar projects in similar vegetation and terrain as that which is described in this RFP.

- a) Proposers must use the templates in the "References" section of this Exhibit A – RFP Response Packet to provide references.
- b) References should have similar scope, volume, and requirements to those outlined in these specifications, terms, and conditions.
  - (1) Proposers must verify the contact information for all references provided is current and valid.
  - (2) Proposers are strongly encouraged to notify all references that the Authority may be contacting them to obtain a reference.
- c) The Authority may contact some or all of the references provided in order to determine Proposer's performance record on work similar to that described in this RFP. The Authority reserves the right to contact references other than those provided in the RFP response and to use the information gained from them in the evaluation process.

### 4) Exceptions, Clarifications, Amendments:

- a) The RFP response shall include a separate section calling out all clarifications, exceptions, amendments, and concerns with specifications affecting bid, if any, to the RFP and associated RFP

documents, which shall be submitted with the proposer’s RFP response using the template in the “Exceptions, Clarifications, Amendments” section of this Exhibit A – RFP Response Packet.

**b) THE AUTHORITY IS UNDER NO OBLIGATION TO ACCEPT ANY EXCEPTIONS, AND SUCH EXCEPTIONS MAY BE A BASIS FOR RFP RESPONSE DISQUALIFICATION.**

**5) Pricing:** The RFP response shall include a completed bid sheet as follows:

Bid Sheet

Unit Type	Unit Identifier	Estimated Acreage	Unit	Unit Price (Per Acre)	Extended Price
Core	Core Area A	231	Acre		
	Core Area B	733	Acre		
	Core Area C	106	Acre		
	Core Area D	200	Acre		
	Core Area E	229	Acre		
Optional	Optional Area F	554	Acre		-----
	Optional Area G	132	Acre		-----

**DECLARATION OF LOCAL SERVICE PROVIDER**

**RFP No. 22-01: Archeological Surveys FPP - Phase 1**

The Upper Mokelumne River Watershed Authority (UMRWA) may give local business enterprises a preference when awarding general service agreements as set forth in UMRWA’s Procurement Policy.

In order to qualify for consideration with this preference, a business enterprise must meet the following criteria:

- Where available, possess a valid business license issued from Amador, Calaveras or Alpine County or a political subdivision within these counties; and
- Its principal business office, or a satellite office from which the business enterprise operates or performs business on a day-to-day-basis, is physically located within Amador, Calaveras or Alpine County.

All information submitted is subject to investigation, as well as disclosure to third parties under the California Public Records Act. Incomplete, unclear, or incomprehensible responses to the following may result in the Proposer not being considered as a Local Service Provider under this policy.

1. Legal name of business: \_\_\_\_\_
2. Physical address of principal place of business or bona-fide satellite office (e.g., with daily operations; or at least one regular employee, etc.):  
\_\_\_\_\_  
\_\_\_\_\_
3. Business license, IF AVAILABLE, issued by City of \_\_\_\_\_, or County of \_\_\_\_\_.  
License Number: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name & Title: \_\_\_\_\_

**REFERENCES**

**RFP No. 22-01: Archeological Surveys FPP - Phase 1**

**Proposer Name:** \_\_\_\_\_

**Proposer must provide a minimum of 3 references.**

Company Name:	Contact Person:
Address:	Telephone Number:
City, State, Zip:	E-mail Address:
Services Provided / Date(s) of Service:	

Company Name:	Contact Person:
Address:	Telephone Number:
City, State, Zip:	E-mail Address:
Services Provided / Date(s) of Service:	

Company Name:	Contact Person:
Address:	Telephone Number:
City, State, Zip:	E-mail Address:
Services Provided / Date(s) of Service:	

Company Name:	Contact Person:
Address:	Telephone Number:
City, State, Zip:	E-mail Address:
Services Provided / Date(s) of Service:	

Company Name:	Contact Person:
Address:	Telephone Number:
City, State, Zip:	E-mail Address:
Services Provided / Date(s) of Service:	

**EXHIBIT B**

**INSURANCE REQUIREMENTS**

**RFP No. 22-01: Archeological Surveys FPP - Phase 1**

Insurance requirements are described in the template Consulting Services Agreement (Exhibit C). Insurance certificates are not required at the time of proposal submission. However, by signing Exhibit A – RFP Response Packet, the Proposer agrees to meet the minimum insurance requirements specified in section 10 of the template Consulting Services Agreement (Exhibit C). Required insurance documentation must be provided by the selected contractor to the Authority prior to contract execution.

## **EXHIBIT C**

### **CONSULTING SERVICES AGREEMENT (Template)**

**RFP No. 22-01: Archeological Surveys FPP - Phase 1**



**Forest Projects Plan (Phase 1) Archeological Services**

THIS CONSULTING SERVICES AGREEMENT (“Agreement”) is entered into as of \_\_\_\_\_, 2022 by and between the UPPER MOKELUMNE RIVER WATERSHED AUTHORITY, a joint powers agency formed pursuant to the laws of the State of California (“Authority”) and \_\_\_\_\_ (“Contractor”).

RECITALS

A. Authority desires to obtain professional services related to archeological surveys and associated documentation for projects within the Forest Projects Plan (Phase 1) and located in the Amador Ranger District, Eldorado National Forest.

B. Contractor is in the business of providing professional services related to archeological surveys and associated documentation.

C. Authority desires to engage Contractor, and Contractor desires to be hired by Authority, to perform certain consultation services upon the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the performance of the covenants herein contained, the parties agree as follows:

1. SERVICES TO BE RENDERED BY CONTRACTOR.

1.1 Contractor shall perform all consulting tasks described in Exhibit A, Scope of Work and Budget, attached and incorporated by this reference (the “Work”). All services shall be rendered with the care and skill ordinarily used by members of Contractor’s profession practicing in this geographical region, and shall be in accordance with regulatory requirements of any state or federal agencies having jurisdiction over the subject matter of this Agreement. Contractor shall be responsible for the technical accuracy of its services and documents resulting therefrom and Authority shall not be responsible for discovering deficiencies therein. Contractor shall correct such deficiencies without additional compensation unless such deficiency is directly attributable to defects in information furnished by Authority.

1.2 Contractor is authorized to proceed with Work upon receipt of a Notice to Proceed and as directed by Authority. Upon receipt of the Notice to Proceed Contractor agrees to commence performance forthwith and to timely complete the Work as mutually agreed and directed by Authority.

2. SERVICES TO BE RENDERED BY AUTHORITY. Authority agrees to make available to Contractor background and other data and information known to Authority and applicable to the Work.

3. CHANGES IN SCOPE OF SERVICES. Only the Authority’s Board of Directors or its designees have the authority to agree to any extension of time, change order, change in the scope of work, change in the contract price, or other term or condition affecting either Contractor’s or Authority’s duties set forth herein. Adjustments in compensation shall be determined through negotiation between the parties to the Agreement. Contractor acknowledges that no Authority staff person or Authority officer other than the Board of Directors or its designees directly authorized to negotiate this Agreement or any changes thereto have the power to amend the terms and conditions of this Agreement. Any change not so authorized in advance in writing by the Board of Directors or such designee shall be null and void.

4. TERM OF AGREEMENT; TERMINATION. This Agreement shall terminate automatically on successful

completion of the Work, or on \_\_\_\_\_. Authority reserves the right to terminate this Agreement with or without cause on seven (7) days' written notice to Contractor. In the case of such early termination, Contractor shall be paid for all services rendered in accordance with the terms and provisions of this Agreement up to the effective date of termination, up to the maximum fee prescribed for any task.

5. COMPENSATION TO CONTRACTOR. The Contractor shall submit monthly invoices indicating hours of work expended and progress toward completion of each task. Invoices are to be sent electronically, in the form of a PDF file, to \_\_\_\_\_. Compensation to Contractor shall be paid on a time-and-materials basis for hours actually spent in performance of the Work plus direct costs. In no event shall compensation for completion of the Work exceed the Total Fee amount of \$\_\_\_\_\_ as set forth in Exhibit B, Budget, attached and incorporated by this reference.

6. SUPERVISION OF THE WORK.

6.1 Contractor shall be solely responsible for all methods, techniques, sequences and procedures, and shall coordinate all portions of the Work. Authority shall deal only through Contractor, who shall be responsible for the proper execution of the entire Work.

6.2 Contractor shall be responsible to Authority for the acts and omissions of Contractor's employees, subcontractors, and their agents and employees, and any other persons performing any of the Work under a contract with Contractor.

7. ASSIGNMENTS. Contractor may not assign, subcontract, or transfer its interest in this Agreement without the written consent of Authority.

8. CONTRACTOR NOT EMPLOYEE OF AUTHORITY. It is understood that Contractor is not acting hereunder as an employee of Authority but solely as an independent contractor. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of Authority. Except as expressly provided in this Agreement, Contractor has no authority or responsibility to exercise any rights or power vested in Authority. It is understood by both Contractor and Authority that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or a joint venture.

9. LICENSES, ETC. Contractor represents to Authority that it or its principals have all licenses and qualifications, of whatsoever nature, that are legally required for Contractor to practice its profession and to perform the Work. Contractor agrees that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement any license that is legally required for Contractor or its principals to practice its profession and perform the Work. Contractor further agrees that any subcontractor engaged by Contractor to perform a portion of the Work shall similarly possess all licenses and qualifications of whatsoever nature that are legally required for the subcontractor to perform the portion of the Work that is the subject of the subcontract at issue.

10. INSURANCE.

10.1 Contractor shall take out and maintain at all times during the performance of any work to be done under the terms of this Agreement a policy or policies of insurance as follows:

10.1.1 General Liability – Commercial General Liability Insurance of not less than One Million Dollars (\$1,000,000) combined single limit per occurrence for bodily injury and property damage, including but not limited to endorsements for the following coverage: Premises, personal injury, products and completed operations, blanket contractual and independent contractor's liability.

- 10.1.2 Automobile Liability – Automobile Liability Insurance of not less than One Million Dollars (\$1,000,000) combined single limit per occurrence for bodily injury and property damage is required in the event motor vehicles are used by Contractor in the performance of the Agreement.
- 10.2 Contractor shall furnish a certificate of insurance and policy endorsements satisfactory to the Authority's Executive Officer as evidence that the insurance required above is being maintained. Contractor agrees that the insurance required above shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Contractor agrees to provide prior to said expiration date a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of this Agreement or for a period of not less than one year.
- 10.3 Certificates of insurance must include the following provisions:
- 10.3.1 The insurer will not cancel the insurance coverage without 30 days prior written notice to the Authority; and
- 10.3.2 The Authority, its officers, officials, and employees are included as additional insured but only insofar as the operations under this Agreement are concerned. This provision shall apply to all liability policies *except* workers' compensation, employer's liability, and professional liability.
- 10.4 Contractor's commercial general and automobile liability insurance coverage shall be primary insurance as respects the Authority, its officers, officials, and employees. Any such insurance or self-insurance maintained by the Authority, its officers, officials, and employees shall be in excess of Contractor's insurance and shall not contribute with it.
- 10.5 Contractor shall be responsible for payment of any deductible contained in any insurance policy required under this Agreement and Contractor shall also be responsible for payment of any self-insured retention. Any deductible or self-insured retention must be declared to, and approved by Authority's Executive Officer prior to beginning the Work. In the event any deductible and/or self-insured retention is deemed unacceptable by Authority's Executive Officer, either (i) Contractor's insurer shall reduce or eliminate such deductible or self-insured retention as respects the Authority, its officers, officials, employees, representatives or agents; or (ii) Contractor shall provide a financial guarantee, satisfactory to Authority's Executive Officer, guaranteeing payment of losses and related investigations, claim administration, and defense expenses.
- 10.6 Claims made policies: If any of the required policies provide coverage on a claims-made basis:
- 10.6.2 The retroactive date must be shown and must be before the date of the contract or the beginning of the contract work.
- 10.6.3 Insurance must be maintained and evidence of insurance must be provided for at least four (4) years after completion of the contract of work provided such insurance is available in the marketplace and is economically feasible.
- 10.6.4 If coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of four (4) years after completion of contract work.

11. WORKERS' COMPENSATION INSURANCE. In accordance with the provisions of Article 5, Chapter 1, Part 7, Division 2 (commencing with Section 1860), and Chapter 4, Part 1, Division 4 (commencing with Section 3700), of the Labor Code of the State of California, Contractor is required to secure the payment of compensation to his employees and shall for that purpose obtain and keep in effect adequate Workers' Compensation Insurance. Contractor is aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to permissibly self-insure in accordance with the provisions before commencing the performance of the services of this Agreement.

12. OWNERSHIP OF DOCUMENTS.

12.1 Contractor agrees to maintain in confidence and not disclose to any person or entity, without Authority's prior written consent, any trade secret or confidential information, knowledge or data relating to the products, process, or operation of Authority. Contractor further agrees to maintain in confidence and not to disclose to any person or entity, any data, information, technology, or material developed or obtained hereunder by Contractor during the term of this Agreement, except as directed by Authority. The covenants contained in this paragraph shall survive the termination of this Agreement for whatever cause.

13. RETENTION OF RECORDS. Pursuant to Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of Authority or as part of any audit of Authority for a period of three years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance of the Work and the administration of the Agreement for three years after final payment hereunder.

14. INDEMNIFICATION. Contractor agrees to indemnify, defend (upon request of Authority) and hold harmless Authority and Authority's agents, board members, elected and appointed officials and officers, employees, and authorized representatives from any and all losses, liabilities, charges, damages, claims, liens, causes of action, awards, judgments, costs, and expenses (including, but not limited to, reasonable attorney's fees of Authority Counsel and counsel retained by Authority, expert fees, costs and staff time, and investigation costs) of whatever kind or nature (collectively "Claims"), to the extent caused or alleged to be caused by any negligent or willful error, act or omission of Contractor or Contractor's officers, agents, employees, independent contractors, subcontractors, or authorized representatives, unless such Claim arises out of the negligence or willful misconduct of Authority or its agents or employees..

15. NON-DISCRIMINATION. Contractor agrees that, in the performance of services under this Agreement, Contractor will not discriminate or permit discrimination against any person or class of persons by reason of race, color, creed, sex, or national origin in any manner prohibited by Title VI of the Civil Rights Act of 1964 or any applicable State enactments, as said regulations may be amended.

16. NOTICES. All notices herein provided to be given, or which may be given, by either party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States Postal Services, certified with return receipt requested, with postage prepaid and addressed as follows:

To Contractor: Contractor name  
Title  
Address

To Authority: Upper Mokelumne River Watershed Authority  
Richard Sykes, Executive Officer  
15083 Camanche Parkway South  
Valley Springs, CA 95252

With a copy to:

Gregory Gillott, Authority Counsel  
810 Court Street  
Jackson, CA 95642

The address to which notice shall or may be mailed, as aforesaid, to either party shall or may be changed by written notice given by such party or the other, as hereinbefore provided, but nothing herein contained shall preclude the giving of any such notice by personal service.

17. PROJECT PERSONNEL. Contractor shall not change key project personnel without advising the Authority.
18. CONFLICT OF INTEREST. Contractor represents that it presently has no interest and covenants that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of the Work. Contractor further agrees that in the event the Contractor hires anyone with a conflict during the performance of this Agreement proper precautions will be taken to segregate the work so that the person with the conflict has no knowledge of or influence over the performance of the work under our contract.
19. CONTRACT EXECUTION. Each individual executing this Agreement on behalf of Contractor represents that he or she is fully authorized to execute and deliver this Agreement.
20. CONSTRUED PURSUANT TO CALIFORNIA LAW. The parties hereto agree that the provisions of this Agreement will be construed pursuant to the laws of the State of California.
21. INCORPORATION OF AGREEMENTS AND AMENDMENTS. This Agreement contains all agreements of the parties with respect to any matter mentioned herein. No other Agreement or understanding pertaining to any such matter shall be effective unless in writing signed by the party to be charged. This Agreement may be modified by the parties hereto only in writing and signed by both parties.
22. SEVERABILITY. The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.
23. TIME OF ESSENCE. Time is hereby expressly declared to be the essence of this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.
24. INFORMATION PROVIDED BY CONTRACTOR. Contractor shall be entitled to reasonably rely upon the information provided by Authority, Authority's representatives, or from generally accepted sources without independent verification except to the extent such verification is expressly included in the scope of services; provided, however, that Authority reserves the right to require verification if Authority has good cause to believe that Contractor's sources are incorrect.
25. INVOICING AND PAYMENT. Contractor shall submit, as noted in paragraph 5 above, monthly invoices for work performed and expenses incurred during the preceding two-month period. With each invoice the Contractor will submit a progress report that indicates the budget status of each task, and describes for each individual who performed work the tasks performed and the date and time spent on each task during the billing period. No retention shall be required. Payment of all undisputed charges shall be made by the Authority within 30 days of receipt of the invoice. Disputed charges, along with supporting documentation that demonstrates the reasonableness of the dispute, must be communicated to the Contractor within 30 days of receipt of the invoice. In the event payment for undisputed charges has not been made within 30 calendar

days from the date of the invoice, Contractor may, giving 7 calendar days written notice and without penalty or liability of any nature, and without waiving any claim against Authority, suspend all or part of the services. In order to defray carrying charges resulting from delayed payments, simple interest at the rate of 1.5 percent per month, not to exceed the maximum rate allowed by law, may be added to the unpaid balance of each invoice, after 90 calendar days from the date of the invoice.

26. EXECUTIVE ORDER N-6-22. Contractor agrees to comply with the Governor’s Executive Order regarding economic sanctions imposed in response to Russia’s actions in Ukraine. These include, but are not limited to, the federal executive orders identified in Executive Order N-6-22\_ and the sanctions identified on the U.S. Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctionsprograms-and-country-information/ukraine-russia-related-sanctions>).

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

UPPER MOKELUMNE RIVER WATERSHED AUTHORITY:  BY: _____ Richard Sykes, Executive Officer	CONTRACTOR: XXXXXXXXXXXXX  BY: _____  <u>Federal Tax I.D. No.:</u>
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**Exhibit A**  
**Scope of Work**

**and**

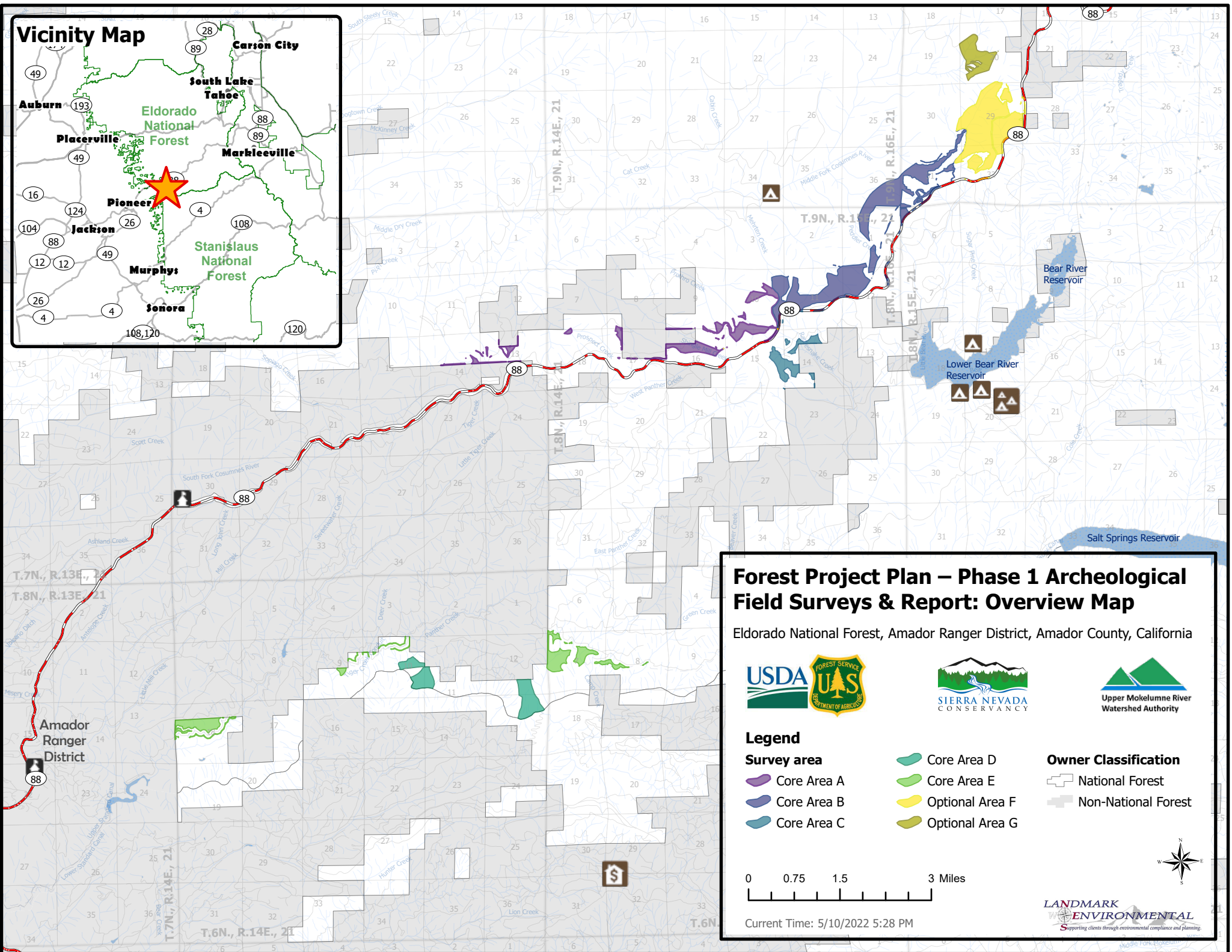
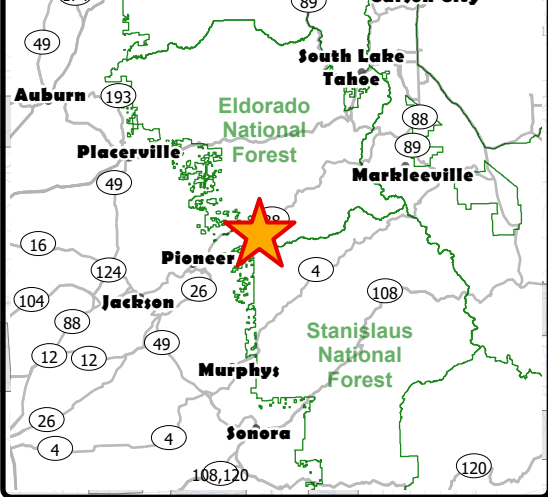
**Exhibit B**  
**Budget**

## **EXHIBIT D**

### **PROJECT AREA MAPS**



# Vicinity Map



## Forest Project Plan – Phase 1 Archeological Field Surveys & Report: Overview Map

Eldorado National Forest, Amador Ranger District, Amador County, California



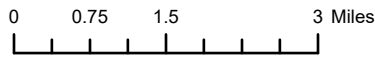
### Legend

#### Survey area

- Core Area A
- Core Area B
- Core Area C
- Core Area D
- Core Area E
- Optional Area F
- Optional Area G

#### Owner Classification

- National Forest
- Non-National Forest



Current Time: 5/10/2022 5:28 PM



Georeferenced Survey Area Map 1 and Survey Area Map 2 are accessible at UMRWA.org, and may be accessed through the following links:

Survey Area Map 1:

<http://www.umarwa.org/uploads/Survey%20Area%20Map%201%20-%20FPP%20Phase%201%20Arch%20Field%20Surveys%20&%20Report.pdf>

Survey Area Map 2:

<http://www.umarwa.org/uploads/Survey%20Area%20Map%202%20-%20FPP%20Phase%201%20Arch%20Field%20Surveys%20&%20Report.pdf>

Alternatively, you may visit the UMRWA website at UMRWA.org, go to the Documents section, and select the RFP/ITB tab. Map files are located under the RFP 22-01: Forest Projects Plan Phase 1 heading.

**EXHIBIT E**

**ENF MONITORING FORM**

**MONITORING AND UPDATE RECORD**

Site No.: 05-03-51-xxxx

Perm. Trinomial: CA-ELD-\_\_\_\_\_

Common Name:

Page 1 of

Date Initially Recorded:

Date Updated/Monitored:

---

Type: Prehistoric

Historic

Multicomponent

Is Location Description accurate? Yes

No  (see attached map)

NRHP Status:  eligible  ineligible  undetermined  unknown

Previously Recorded *Surface Integrity*: Excellent  Good  Fair  Poor  Unknown   
[ ] as inferred from site record or [ ] as taken directly from record

Date Last Monitored:

Present Site *Surface Condition*: Excellent  (100-90% intact) Good  (90-50%) Fair  (50-10%)  
Poor  (<10% intact) Unknown

Is Site Recently Disturbed?

Is Site Flagged?  Posted?  How:

Newly Discovered Materials:

**IV.** New Site Size: m x m = square meters

Fuels Characteristics:

Surface Fuel Type and Depth:

Duff Depth:

Other Additions to Site Record:

Monitored/Updated by: xxxxx, xxxxxx District Archaeologist, 4667 Hwy 50, Pollock Pines, CA 95668.

Reference: xxxxxx, by xxxxx (xxxx). Report on file at the Eldorado National Forest Supervisor's Office, 100 Forni Lane, Placerville, CA 95667.



**EXHIBIT F**

**ENF NEW SITE FORM**



Continuation Sheet

Page of

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P5. Photograph, Map or Drawing:



**Remarks :**

## **EXHIBIT G**

### **ENF INVENTORY REPORT TEMPLATE**



**Cultural Resource Management Report  
UMRWA Forest Projects Plan  
R2022-0503-51011**

1. **Undertaking Description:** *(brief, focused on Section 106 undertaking definition, not a cut and paste of a purpose and need)*
2. **Area of Potential Effect (Regional PA stipulation 7.3):** *(Define the APE (36 CFR 800.16[d]))*
  - Direct Effects to Historic Properties:
  - Indirect Effects to Historic Properties:
  - Cumulative Effects to Historic Properties:

**APE Description:** *Based to the above discussion, provide a description of the APE (consider vertical & horizontal); activities, geographical extent etc.).*

**Total APE acres:** XX

3. **Identification and Inventory Needs Assessment (Regional PA stipulation 7.4):**
  - A. **Pre-field Research:**
  - B. **Consultation Efforts:**
  - C. **Previously Identified Cultural Resources Summary:** *(provide a summary description the known sites such as number of prehistoric, historic, multi-component sites recorded, known historic sites etc.)*
  - D. **Resources of Interest/At Risk:**
  - E. **Previous Inventory:**  
The following cultural resource reports document coverage of the project area:  
  
**Assessment of previous inventory efforts:**  
Previous Inventory determined to be adequate for this undertaking:  
*(Provide a rationale for each previous inventory that you have determined to be adequate)*
    - XXX Project – RXXXXXX –
    -  
Previous Inventory determined to be inadequate for this undertaking:  
*(Provide a rationale for each previous inventory that you have determined to be inadequate)*
    - XXX Project – RXXXXXX –

**Total acres of acceptable previous survey: XXXXX**

**F. Inventory Strategy:** (Describe the survey strategy used for this project, include any protocols or PA provisions used, e.g., Protocol of Non-Intensive Inventory Strategies for Hazardous Fuels Appendix H)

**4. Results:**

**A. Inventory Results:** (Describe this work, include who conducted the survey, when the survey was conducted, what methods were employed, and field conditions encountered (e.g., 10 acres were determined to be impenetrable brush and were not surveyed).

**Table 4.1** Cultural Resources Inventory within the APE:

<b>Previous Survey</b>	
Total Acres <i>previous adequate</i> survey:	
<b>New Survey</b>	
Intensive (0-15m interval):	
Surface 30 (15-30 m interval):	
Total Acres <i>newly</i> surveyed:	
<b>Total Acres Inventoried:</b>	

**B. Cultural Resource Sites Identified within the APE:** (Provide a summary of the cultural resource sites that were located during the fieldwork and a summary of the associated work e.g., sites recorded, updated, monitored, flagged for avoidance or identification, etc.)

**Table 4.2** Cultural Resources Located in APE:

FS No. 05-03-XX-	Monitored? Updated? New?	RAR?	Resource Type	Comments

Note: P – Prehistoric, H – Historic, P/H - Multicomponent

**5. Evaluation and Determination of NRHP Eligibility:** (Include a summary of any evaluations conducted, including CARIDAPs and expedited ineligible determinations (Stipulation 7.7.(c)), and evaluations)

**6. Recommendations:**

The following Standard Protection Measures (Appendix E) of the Regional Programmatic Agreement will be applied in order to ensure protection of Resources at Risk:

**Table 6.1** Standard Protection Measures by Site and Activity:

FS No. 05-03-	Project Activity	Protection Measure

This project complies with Section 106 of the National Historic Preservation Act of 1966, as



amended in accordance with provisions of the *Programmatic Agreement among the U.S.D.A. Forest Service, Pacific Southwest Region (Region 5), the California State Historic Preservation Officer, the Nevada State Historic Preservation Officer, and the Advisory Council on Historic Preservation Regarding Processes for Compliance with Section 106 of the National Historic Preservation Act for Management of Historic Properties by the National Forest of the Pacific Southwest Region (Regional PA 2018)*.

Should any previously unrecorded cultural resources be encountered during implementation of this project, all work should immediately cease in that area and the District Archaeologist be notified immediately. Work may resume after approval by the District Archaeologist; provided any recommended Standard Protection Measures are implemented. Should any cultural resources become damaged in unanticipated ways by activities proposed in this project; the steps described in the Regional PA for inadvertent effects will be followed.

Should the project boundaries or activities be expanded beyond the current APE, Section 106 compliance for this project will be incomplete until additional cultural resource review is completed.

The District Archaeologist will be kept informed of the status of various stages of the project, so that subsequent field work can proceed in a timely fashion. Monitoring of the area may occur after the project has been completed. This work will be documented in amendments to this report, as appropriate.

**Prepared by:**

\_\_\_\_\_  
Name

xxx District Archaeologist

\_\_\_\_\_  
Date

**7. Attachments:**

Project Vicinity Map

Project Location Map (ENF GIS base map, APE boundary)

Survey Coverage Map (ENF GIS base map, APE boundary, previous acceptable survey, new survey)

Site Location Map (ENF GIS base map, APE boundary, sites)

Site Records/Monitoring Reports/Isolate Forms

Evaluations

Consultation Correspondence

**8. Professional Determination and Recommendations (Stipulations 4.3 & 7.8):**

I have reviewed this report and certify that it complies with the Stipulations of the Regional PA and meets appropriate Forest Service, State, or professional standards.

It is my finding that there will be:

\_\_\_\_ ***No Historic Properties Affected*** by implementation of this project (Stipulation 7.8[a]) as there are no historic properties located within the undertaking's APE.

\_\_\_\_ ***No Adverse Effect to Historic Properties*** by implementation of this project where



management measures are not required to protect historic properties  
(Stipulation 7.8(b) (1))

\_\_\_ ***No Adverse Effect to Historic Properties*** by implementation of this project where Standard Resource Protection Measures will be used to protect, manage or maintain historic properties in a manner that avoids adverse effects (Stipulation 7.8.(b)(2))

\_\_\_ ***Resolution of Adverse Effects*** will be required prior to implementation per 36 CFR 800.5 – 800.6. (Stipulation 7.8[c]) Consultation with SHPO regarding resolution is required and concluded prior to NEPA decision with approved mitigation included in NEPA decision.

Signed:

\_\_\_\_\_  
Chuck Hutcheson  
Eldorado NF Heritage Program Manager

\_\_\_\_\_  
Date

9. **Line Officer Approval**

\_\_\_ ***I concur with the above professional determinations and recommendations. .***

\_\_\_ ***I do not concur with the above professional determinations and recommendations.***

Signed:

\_\_\_\_\_  
Name  
Title

\_\_\_\_\_  
Date

## **EXHIBIT H**

### **ENF PHOTO LOG**

<b>Amador Ranger District ARCHEOLOGICAL PHOTO RECORD</b>					
<b>YEAR</b>	<b>FILM TYPE</b>	<b>CAMERA &amp; LENS</b>	<b>ACCESSION No.</b>		
99	color print 400	Minolta 38-90 Zoom			
<b>Mo</b>	<b>Day</b>	<b>Exp</b>	<b>Frame</b>	<b>Subject/Description</b>	<b>Site / Isolate No.</b>
		1			05-03-55-
"	"	2			"
"	"	3			"
"	"	4			"
"	"	5			"
"	"	6			"
"	"	7			"
"	"	8			"
"	"	9			"
"	"	10			"
"	"	11			"
"	"	12			"
"	"	13			"
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"	"	22			"
"	"	23			"



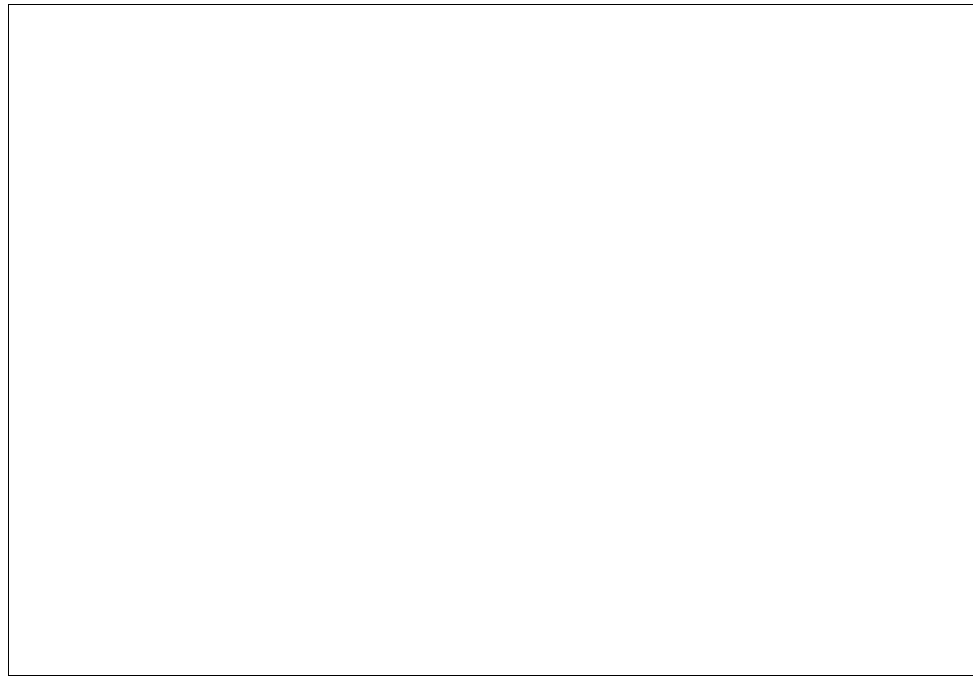
"	"	24			"
"	"	25			"

**EXHIBIT I**

**ENF PHOTO PAGE**

Page of

Resource Name or # (Assigned by Recorder): 05-03-51-00



Top: ( Frame ).  
Bottom: (Frame ).

