



REQUEST FOR BIDS

Tahoe National Forest Cultural Resource Inventory Surveys for the North Yuba Landscape Resilience Project

Release date: July 20th, 2026

Bids Due: Tuesday, August 11th, 2026 by 5:00 PM PST

Lead:

South Yuba River Citizens League
313 Railroad Ave. #101
Nevada City, CA 95959
www.yubariver.org

Contact:

Alecia Weisman
alecia@yubariver.org
Office: 530-265-5961 x 224

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SUBMISSION: via email to Alecia Weisman with “Add to List of Potential Bidders” in the subject line by August 11th at 5:00PM PST to join the List of Potential Bidders and receive further correspondence and information pertaining to bid contracting and next steps.

CONTRACT TIMELINE

1. Bids Due: August 11th, 2026
2. Field surveys and evaluations will be completed by September 1st, 2027. A Draft Inventory Report will be completed by October 15th, 2027 and Final Inventory Report completed by December 15th, 2027.
3. Draft NRHP Evaluation Report completed by January 1st, 2028 and Final NRHP Evaluation Report completed by March 1st, 2028.

PUBLIC WORKS PROJECT

Pursuant to Sections 1770 and 1773 of the Labor Code of the State of California, prevailing wage rates may be applicable to the work to be done. Copies of the prevailing rate of per diem wages are available at the California Department of Industrial Relations web site www.dir.ca.gov/DLSR/PWD/. Contractor shall not pay less than the prevailing rate of wages. In addition, contractors must be registered with the California Department of Industrial Relations (DIR). Note that registration with DIR is a new requirement. Registration information is available at: <http://www.dir.ca.gov/PublicWorks/Contractors.html>

I. Purpose

The South Yuba River Citizens League (SYRCL), on behalf of the Tahoe National Forest (TNF) seeks a contractor to provide cultural resource inventory and National Register of Historic Places (NRHP) evaluations for the Record of Decision (ROD) III project area of the North Yuba Landscape Resilience Project, on lands administered and managed by the United States Forest Service (USFS). Provided services by the selected contractor will include background record research of the project area, development of a project survey plan, completion of field evaluations, completion of an inventory report, and completion of a site evaluation report for the full project area.

SYRCL will enter a contract with the selected contractor based on their response to this RFB. The contract shall have a term of approximately nineteen months, with contracted services to begin in September 2026 and to conclude in March 2028. SYRCL's intent is to establish a contract with a single consultant, rather than teams of vendors. Therefore, we are most interested in receiving qualification packages that illustrate the capabilities of individual contracting firms.

A. Project Overview

The U.S. Forest Service is a land management agency dedicated to the wise use and management of National Forest System (NFS) lands, including the responsibility for maintaining and improving resource conditions.

The South Yuba River Citizens League (SYRCL) and the U.S. Forest Service have the mutual mission and interest in maintaining and improving the health and function of the Yuba River Watershed. Specifically, SYRCL brings stakeholders in the watershed together for the benefit of the Yuba River Watershed. SYRCL is a 501 (c)(3) non-profit corporation and was founded in 1983 to protect and restore the water quality and biological resources of the Yuba River Watershed. The organization identifies, coordinates, funds, and implements restoration projects directly related to the health, beauty, and economy of the watershed as well as organizing public outreach, education, watershed monitoring, and work days.

The U.S. Forest Service benefits by collaborating with SYRCL for invasive plant management projects by increasing its flexibility and capacity to complete priority resource surveys, evaluations, and assessments on NFS lands. Additionally, SYRCL supports the USFS by engaging with new stakeholder groups and the general public in discussions and outreach about forest restoration and forest health management. SYRCL benefits from this collaboration by being able to accomplish its mission of improving conditions for biological resources in the Yuba River Watershed.

Mission accomplishment for both parties will be furthered by the restoration and protection of natural resources across the landscape. Both parties share an interest in improving the ecosystem condition and function of the landscape while protecting and preserving valuable resources.

II. Project Objectives and Scope of Work

A. Project Objectives and Background

SYRCL is requesting proposals that serve to advance the collective mission, goals, and objectives as outlined above. SYRCL intends to award a contract, based on the specifications, terms, and conditions described in this RFB, to the applicant who best meets the project requirements based on the merits of a technical proposal, past performance, and best contract value. The contract shall have a term of approximately nineteen months, with contracted services to begin in September 2026 and to conclude in March 2028. Contract deadline will be approximately 03/31/2028, Final NRHP Evaluation Report is due to the Tahoe National Forest on approximately March 1st, 2028.

The North Yuba Forest Partnership (NYFP) is a group of nine entities working in common purpose to plan and implement a landscape-scale forest restoration project in the North Yuba River watershed. The partners are working alongside the US Forest Service, Tahoe National Forest (TNF), to design, plan, finance, and implement a 275,000-acre, landscape restoration plan known as the North Yuba Landscape Resilience Project (NYLRP). Through ecologically based vegetation management including thinning and controlled burning and other ecological restoration objectives (i.e., watershed, meadow, aspen), the partnership seeks to reduce the threat of catastrophic wildfire to North Yuba communities and restore the watershed to a healthier and more resilient state.

Environmental compliance for the NYLRP Project Area is being done in a phased approach using sub-project areas to stagger NEPA record of decisions (RODs) under a shared Environmental Impact Statement (EIS). Compliance for Section 106 of the National Historic Preservation Act and 36CFR800 is being completed separately for each record of decision (ROD) with RODS I and II completed. The Cal Ida area boundary overlaps with ROD 1 (Eureka) on the northwest side of the 25 Road. Logging operations in this overlap zone are expected to begin summer 2026.

Section 106 identification efforts including inventory strategies will be conducted in accordance with Stipulation 7.8 and Appendix H of *Amendment 5 to 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* (Region 5 PA 2018, as amended January 2026). Please note the Region 5 PA is in process of either revision or extension but remains the guiding Section 106 document for the TNF.

To support Section-106 compliance and guide the TNF through early-stage project planning, a forest wide cultural resources predictability/sensitivity model was developed. This process is being used to facilitate targeted identification efforts within the NYLRP analysis areas based on areas where archaeological sites are most likely to occur within high to

medium probability/sensitivity zones as defined by the model. Much of the model tiers to slope greater than 30-35%.

The Forest Service's identification policy (FSM 2363.03) states: "Use landscape sensitivity, cultural resource probability, or similar predictive models or methods to assess cultural resource potential for land use and cultural resource planning and management."

B. Project Location

The Cal-Ida area falls under ROD III of the NYLRP. It is located west of Downieville, north of Highway 49, and east of Canyon Creek. As of spring 2026, this area includes 8,693 acres, entirely on TNF land, that require identification efforts including National Register of Historic Places evaluations of all historic sites including built environment resources such as ditches, standing buildings, etc. As prepared by the TNF, Yuba River Ranger District (YRRD) district archaeologist (DA), the cultural resources sensitivity model was used to identify high-priority areas for survey efforts: this model classified 3,902 acres within Cal-Ida as moderate, high, or very high sensitivity with the remaining 4,791 acres classified as low sensitivity.

The Cal-Ida area is located on the western slope of the northern Sierra Nevada, ranging from 2200 to 6600 feet in elevation. It is primarily covered in Sierra-Mixed Conifer and Montaine Riparian habitat, with some stands of true fir at the higher elevations. Canopy cover and underlying vegetation is thick and has not been treated for vegetation management in decades. Part of the area was burned in 1987 during the Indian Fire.

Many roads are inaccessible and access should be considered limited and difficult. There is a high density of both precontact and historic resources, including bedrock milling stations, lithic scatters, and numerous mining sites. Among the historic resources are multiple large complex hydraulic mining operations including but not limited to, Brandy City, Eureka Diggings, and Morristown with other large-scale operations located directly south of Highway 49, including Jouberts, Indian Hill, and Scanlan. Much of the mining operations and associated infrastructure such as ditches area easily visible in LiDAR.

The Tahoe National Forest Heritage Resource Guidelines for Contractors is attached for reference. Please review and come prepared to discuss at the post award, pre-operations virtual meeting to be set up by SYRCL between selected contractor, TNF heritage program manager (HPM) and YRRD DA.

C. Scope of Work

Task 1: Background Research and Draft Historic Context

A record search for the entire project area will be conducted with Tahoe National Forest. There is no requirement for an information center records search as the TNF has not shared data with the information centers in decades. An in-person visit to the TNF office in Nevada City is not required.

TNF shall share copies of all digital records with contractor, including site record and monitoring records as PDFs, and GIS shapefiles, along with prior NRHP evaluation reports for sites within and adjacent to the project area. Relevant TNF GIS data such as fire history will be provided by TNF. Additional archival sources (e.g., GLO plat maps, USGS maps, historical

aerial photographs and other appropriate archival sources) will be examined for developing historic context and preparing survey strategy documentation. LiDAR imagery will be used for identifying mining operation locations and other historic features. TNF 1939 aerial imagery is available at Searles Library in Nevada City if this data set may have utility.

The TNF Mining Historic Context and NRHP evaluation framework will be reviewed and edited for clarity as part of archival research for the historical overview of the project area. A historic context and research design for the Cal Ida historic and built environment resources will be prepared as a separate document for review and approval by the TNF; it will tier to the forest wide context and will provide the basis for the NRHP evaluations of the historic resources in the area.

Task 2: Survey Plan

Approximately 57 acres of the Cal-Ida area has been surveyed by TNF, YRRD archaeological technicians in 2025 and early 2026. This survey coverage and site relocation results by the YRRD staff will be incorporated into the inventory report prepared by the contractor. A shapefile of these 57 acres of inventory will be provided to the contractor by the YRRD DA.

The contractor shall prepare a written survey plan for the remaining 8,693 acres of Cal-Ida requiring archeological inventory under this contract.

TNF YRRD DA has used the TNF cultural resource sensitivity model, as well as LiDAR-based slope data, to identify 3,902 acres within Cal-Ida as moderate/high/very high sensitivity. The contractor will conduct a complete survey of these 3,902 acres using 30-meter wide transects as defined in the Region 5 PA. Areas that are unsurvey-able due to excessive vegetation and steep slopes not evident in the digital slope data, or other access issues shall be discussed with TNF DA and HPM. Inaccessible acres will be documented in the Cal-Ida archeological inventory report and on the coverage maps.

Based on the TNF cultural resource sensitivity model, the remaining 4,791 acres have been classified as low sensitivity. The contractor shall develop a less than intensive survey or sampling strategy and associated report with input from TNF DA and HPM for these acres. To complete this task, 2 to 3 one-hour meetings with TNF DA may be needed to discuss and agree upon the survey design; TNF will approve the final survey strategy report and will submit to SHPO for concurrence (per Stipulation 7.4 (c) of the Regional PA).

Task 3: Field Work

Following the receipt of TNF GIS data, site related records and the TNF approved survey plan, the contractor will begin implementation of the survey plan (i.e., fieldwork will not be held up waiting for SHPO review of the TNF approved survey plan). The onset of fieldwork is expected to begin in 2026 and continue until the area becomes inaccessible due to ground and weather conditions.

The contractor shall record all newly identified cultural resources and prepare CA DPR archeological site record forms. TNF contractor guidelines include standard definitions for isolated finds on TNF. Isolated finds are to be listed and described in a

spreadsheet as well as plotted on an isolates location map attached as an appendix of the inventory report. All archeological sites will be depicted on one cultural resource location map that will also be an appendix to the inventory report.

A total of 88 (including 4 sites outside of Cal Ida but within ROD III) unevaluated or eligible sites are within the ROD III and Cal Ida area. Five sites within Cal Ida have already been determined ineligible for inclusion in the NRHP. Thirty-eight have been revisited and monitored recently by TNF archeological technicians. The remaining 50 sites need to be relocated and assessed for current integrity and site record accuracy under this contract. A CA DPR archeological site record will be prepared for any site with inadequate recordation; any site record created prior to the year 2000 must be re-recorded. A TNF heritage resource monitoring record will be prepared for sites adequately recorded to document current site condition or to document a site could not be relocated. Additionally, if the current site record post 2000 is inaccurate, a new site record will be prepared. If a site cannot be located or is inaccessible, relocation attempts shall be documented in the monitoring record. See the attached site spreadsheet for general guidance and documentation status. In general, the majority of the sites have not been relocated for decades. The YRRD crew had difficulty relocating most of the precontact sites due to poor quality older site records and lack of surface visibility. Historic sites can be located and mapped using LiDAR to the greatest extent possible and field verified. Metal detection is recommended when needed to verify presence absence along with raking, any form of duff removal, shovel transect units, and minimal shoves probes.

Task 4: Inventory Report

A concise, stand-alone inventory report will be prepared as a separate document from the NRHP evaluation report. Environmental background will be kept to a minimum and the historic context will be specific to the project area.

Draft site records will be completed. The draft report and site records will be submitted to the TNF for review and approval. The report will include maps depicting model results, survey coverage, and site locations along with isolate spreadsheet and map.

Task 5: Site Evaluation Report

A selection of 53 historic sites and components shall be evaluated for eligibility to the National Register of Historic Places (NRHP). This includes all associated ditches, diversion dams, debris dams, ponds, reservoirs or other infrastructure for all hydraulic mining sites. Historic sites discovered during the survey will also be evaluated. A few sites that were determined eligible under Criterion C in the 1990s will be reassessed for the NRHP as the buildings have either collapsed or are on the verge of failure. Given the high number of large complex hydraulic mine sites, TNF desires reassessment and or inclusion of nearby hydraulic mine sites to facilitate restoration activities under NYLRP actions. Precontact sites and multicomponent sites with substantial precontact components (meeting the definition of a precontact site given in the Tahoe National Forest Heritage Resource Guidelines for Contractors) do not need to be evaluated. All bedrock milling stations (BRMS) will be recorded and remain unevaluated resources due to tribal values. Refer to the attached site list that provides general recommendations.

Each historic site evaluation will be assessed by applying the National Register Criteria, including the seven elements of integrity. Site evaluations for the Cal-Ida project shall be presented in a separate report that will be submitted to SHPO by the TNF.

D. Project Deliverables

1. Archival research results will be included in the cultural resource inventory report.
2. Final survey design report (for low-sensitivity areas) for submittal to SHPO.
3. Bi-weekly fieldwork summary emails to TNF HPM and YRRD DA.
4. Informal status report to SYRCL within 15 days of completing all inventory related fieldwork.
5. Draft CR inventory report to TNF and SYRCL by October 15, 2027. Each agency will have 30 working days review time (excludes weekends and holidays).
6. Final CR inventory report submitted to TNF 30 days after receiving draft comments
7. Draft NRHP site evaluation report submitted to TNF by January 1, 2028. Each agency will have 30 working days review time (excludes weekends and holidays).
8. Final NRHP report submitted to TNF 30 days after receiving draft comments.

E. Project Assumptions

1. A post award, pre-operations meeting will be held virtually within 10 days of award by SYRCL. Contractor will come prepared to discuss questions or seek clarification on meeting TNF's needs. Efficiencies contractors may bring to the project should be discussed at this meeting.
2. All meetings will be hosted virtually.
3. The APE has been established by TNF and will not require additional survey by the contractor if APE is revised.
4. Up to six coordination calls with SYRCL and/or TNF may be required during the contract, each lasting upwards of one hour each.
5. NAC under Assembly Bill 52 (AB52) will not be required for the project as there is no CEQA nexus.
6. TNF will conduct Section 106 and government to government tribal consultation for all of ROD III.
7. An in-person records search at the TNF office in Nevada City will not be required. TNF will supply all materials via a Box or other file share option.
8. A records search with NCIC is not required.
9. The onset of fieldwork will be expected as soon as possible after the contract is signed. Fieldwork can include initial reviews of historic mine sites and will continue until road and weather conditions change. Fieldwork will include collecting all data needed to prepare site records and historic site NRHP evaluation assessments
10. Historic resources including all built environment resources will be recorded and evaluated for this project. Hydraulic mine evaluations will include all associated ditches, diversion dams, and/or debris dams, ponds, reservoirs, etc.
11. Cultural resource identification should include up to 30 newly identified resources.
12. No subsurface investigation such as excavation will be required. Metal detection, shovel transect units, shovel probes, and other duff removal methods such as raking will be implemented as needed.

- 13. Report deliverables will be provided electronically.
- 14. Access and current vegetation coverage will be difficult.

F. Additional Project Information

Additional information about this project can be found in the exhibits of this RFB as follows:

- a) EXHIBIT A: TAHOE NATIONAL FOREST HERITAGE GUIDELINES FOR CONTRACTORS, 2025
- b) Exhibit B: DRAFT CONTRACT AGREEMENT (SYRCL)
- c) Exhibit C: PROJECT MAPS

III. Timeline of Events

The proposed schedule for this contract period is as follows:

Description	Date
RFB Released	7/20/2026
Q&A Period	7/21/2026 – 8/10/2026
Deadline for Receipt of Bids by 5pm PST	8/11/2026
Final Selection of Award and Notice to Contractor	8/21/2026
Final Contract Executed	8/28/2026
Pre-Operations Meeting	9/2/2026, approximate
Contract Period	8/28/2026 – 3/31/2028
Final Report Due	3/1/2028

*All Timeline event dates are subject to change.

A. PRE-OPERATIONS MEETING

Bidder agrees that if awarded a contract, Bidder and its principals will attend a pre-operations meeting with SYRCL and U.S. Forest Service prior to starting operations to discuss job requirements. The date will be determined after award of the contract through the RFB selection process, and will occur tentatively on or near September 2nd, 2026.

B. DELIVERABLES TIMELINE

Assuming the NTP is granted in late August 2026, the following schedule is recommended:

- Task 1: Background Research and DRAFT historic context/research design outline will be completed by early October 2026
- Task 2: Survey Plan—Draft will be completed by mid-October 2026
- Task 3: Fieldwork—All pedestrian surveys and site visits will be completed by September 1, 2027
- Task 4: Draft Inventory Report including project specific historic context will be completed by October 15, 2027
- Final Inventory report with incorporated edits will be completed by December 15th 2027.
- Task 5: Draft NRHP Evaluation Report including historic context and research design will be completed by January 1, 2028
- Final NRHP Evaluation Report will be completed by March 1, 2028.

IV. Contractor Requirements and Qualifications

A. Contractor Minimum Qualifications:

1. Contractor and contractor's staff shall have been regularly engaged in the business of cultural resource surveys in the past 5 years.
2. Contractor shall possess all permits, licenses, and professional credentials necessary to perform services as specified under this RFB. **Proposals should include 3 past projects of similar scope and complexity, citing the project title, objectives, and contact information (name, title, email & phone) of the project proponent.**

Additionally, eligible contractors must have demonstrated experience in performing cultural resource inventory field operations and National Register of Historic Places (NRHP) Evaluations, which include but are not limited to:

- The ability to think critically and have knowledge of how to implement culturally-sound survey and evaluation practices that will retain the integrity of the project sites both during and after treatment;
- Demonstrated familiarity with the appropriate protocols and methods for performing cultural resource and heritage evaluation and reporting activities;
- Familiarity with Local, State, and Federal rules and regulations in relation to performing cultural resource inventories and NRHP evaluations, including completion of final NRHP reporting;
- Experience with ArcGIS Online, Field Maps Application, and the ability to navigate, update, and track field operations using a field tablet and an online file-sharing platform.

The selected contractor will be solely responsible for attaining, providing, and maintaining all project materials, labor, equipment, and transportation to fulfill all project requirements listed within this RFB. All services are to be carried out in an effective, efficient, and professional manner that meets or exceeds industry benchmarks and operational standards.

The selected contractor is responsible for conducting and carrying out all operations, including safe transportation to and from all project sites, in a safe and respectful manner.

Services are to be performed consistently, without delay or interruptions, from the contract start date until completion.

Costs for services provided cannot be adjusted or modified at any point during the contract period.

V. RFB Award and Selection Process

A. RFB Acceptance and Award

1. RFB responses will be evaluated by a committee comprised of employees of SYRCL and the U.S. Forest Service.
2. The committee will recommend award to the Bidder who, in its opinion, is best qualified to perform the work described in this RFB. Award may not necessarily be made to the Bidder with the lowest bid.
3. SYRCL has the right to decline to award this contract or any part of it for any reason.
4. Any specifications, terms, or conditions issued by SYRCL, or those included in the Bidder's submission, in relation to this RFB, may be incorporated into any contract that may be awarded as a result of this RFB.
5. 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 SYRCL may require. Award will be made by the SYRCL Project Manager upon US Forest Service concurrence.

B. Evaluation Criteria and Selection Committee

All bids to be evaluated by the Selection Committee (SC). The SC will be composed of SYRCL staff, USFS, and/or other individuals who have expertise or experience in this type of procurement as needed. The SC will select/recommend a Bidder in accordance with the evaluation criteria set forth in this RFB. The evaluation of the RFB responses shall be within the sole judgment and discretion of the SC. Bid will be evaluated by the seven categories of criteria outlined below. These criteria will be utilized in numerically evaluating submitted proposals (100 points total):

1. Work History and Values Alignment – 20 points
2. Understanding of the Scope of Work – 10 points
3. Work Plan, Methodology, and Timeline – 30 points
4. Statement of Qualifications including: Identification of Key Personnel, Qualifications, and Supporting Roles – 10 points
5. Professional References – 10 points
6. Cost for Services – 20 points
7. Work Samples- opportunity for up to 10 additional points

Allocation of points for the above-stated criteria per each submitted proposal will be considered based on the following general review:

- Demonstration of significant and effective experience implementing the skills and experience listed in previous sections of this RFB as related to the work required,
- Demonstration of successful cooperation and communication with contracting agencies and project leadership agencies alike in previous projects,

- Demonstration of past project success and stated satisfaction of work on behalf of previous employers/contractors,
- Demonstration of project management effectiveness and experience of primary personnel,
- Quality of work evaluated against cost of services,
- Clarity, quality of writing, and presentation of proposal.

C. Pricing

1. Prices quoted shall be firm for the term of any contract that may be awarded pursuant to this RFB.
2. All prices quoted shall be in United States dollars.
3. Bidders are advised that in the evaluation of cost, if applicable, it will be assumed that the unit price quoted is correct in the case of a discrepancy between the unit price and extended price.

VI. RFB Response Submittal Instructions and Information

Respondents must submit proposals in digital (i.e., PDF) format. Hard copy submittals will not be accepted. **Proposals must be submitted to: Alecia Weisman, alecia@yubariver.org with the subject line “Tahoe National Forest Cultural Resource Inventory RFB Proposal 2026.”**

Proposals must be received by ***Tuesday, August 11, 2026 5pm PST***. A response will be provided for all proposals received successfully. Final selection and notification will be made by Friday, August 21, 2026 at 5pm PST.

1. Late responses will not be accepted. Any RFB response received after the time and date stated above cannot be considered and will be returned to the Bidder.
2. Bidders are to submit one (1) RFB response as outlined below in **Section VII. RFB Response Packet**. Submission will include all completed sections of the Response Packet as a single digital (PDF) document.
3. All costs required for the preparation and submission of an RFB response shall be borne by the Bidder.
4. Bidder 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.), SYRCL will be entitled to civil remedies set forth in the California False Claim Act.
5. It is understood that SYRCL reserves the right to reject any or all RFB responses.

Any questions regarding this Request for Proposal (RFB) should be directed to the South Yuba River Citizens League’s Watershed Science Director: Alecia Weisman, alecia@yubariver.org, (530) 265-5961 ext. 224. SYRCL staff will not respond to telephone questions about the RFB. Questions about the RFB must be submitted between 07/21/2026 and 08/10/2026 and must have the subject line “Tahoe National Forest Cultural Resource Inventory RFB Question.” If you have a question, please follow this procedure to ensure consistency of answers.

Additional Information Available to Applicants

Any applicant planning to submit a proposal for this RFB may request additional project information from SYRCL, alecia@yubariver.org. This information will be emailed to the inquirer as a zipped file. Available additional information includes:

- 1) Heritage Resources Technical Report for the North Yuba Landscape Resilience Project Environmental Impact Statement, USDA Forest Service, Tahoe National Forest Supervisor’s Office. April 2023.
- 2) Draft contract template from SYRCL with all required contract sections outlined.

Desired additional information must be requested a minimum of 48 hours prior to the proposal submittal date of 8/11/2026 at 5 pm PST.

VII. RFB Response Packet

RFB: Tahoe National Forest Cultural Resource Inventory and NRHP Evaluations

To: The South Yuba River Citizens League

From (Name and Official Title of Bidder): _____

Preferred email address: _____

RFB Response Packet Guidelines

- Bidders are to submit one (1) completed RFB response containing the following, in their entirety:
 - Section VII. RFB Response Packet, including:
 - Response Packet Cover Page
 - Bidder Information and Acceptance
 - Technical Proposal with All Sections Completed
- Bidders that do not comply with the requirements, and/or submit an incomplete RFB response may be subject to disqualification and their RFB response rejected in total.
- If bidders are making any clarifications and/or amendments, or taking exception to any part of this RFB, this must be submitted as part of the completed RFB Response Packet. SYRCL may deem them to be unacceptable, thereby rendering the RFB response disqualified.

BIDDER INFORMATION AND ACCEPTANCE

1. The undersigned declares that all RFB documents, including the RFB, 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 provided RFB documents.
3. The undersigned acknowledges acceptance of all addenda related to this RFB. List Addenda for this RFB on the line below:

Addendum #	Date

4. The undersigned hereby certifies to SYRCL that all representations, certifications, and statements made by the Bidder, as set forth in this RFB 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 Bidder 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 RFB and associated documents.
6. It is the responsibility of each Bidder to be familiar with all of the specifications, terms, and conditions, and the site condition.
7. Insurance certificates are not required at the time of submission. However, by signing Exhibit A – RFB Response Packet, the Bidder agrees to meet the minimum insurance requirements stated in SYRCL's Terms and Conditions. Required insurance documentation must be provided to SYRCL prior to execution of an agreement, and shall include an insurance certificate which meets the minimum insurance requirements.
8. The undersigned Bidder hereby submits this RFB response to SYRCL, with the understanding that submitted RFB materials, Response Packet, Addenda, and any attachments may be used to form the basis of a Contract, which will take precedence once executed.

Official Name of Bidder (As appears on Bidder's corporate seal and invoice): _____

Street Address Line 1: _____

Street Address Line 2: _____

City: _____ **State:** _____ **Zip Code:** _____

Web page: _____

Type of Entity / Organizational Structure (check one):

- ☐ Corporation
- ☐ Limited Liability Partnership
- ☐ Limited Liability Corporation
- ☐ Other: _____
- ☐ Joint Venture
- ☐ Partnership
- ☐ Non-Profit

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: _____

RFB Response Packet: Technical Proposal

In addition to the above pages, are to include the following sections, in the order listed, inclusive of the requested information, and are to be presented in one (1) formalized proposal package:

- A) **Title Page**- Reference the RFB Title, the firm's address, the name and number of the contact person, as well as the date of proposal submittal.
- B) **Transmittal Letter**- A signed letter briefly stating the proponent's understanding of the requested services, highlighting any unique services or areas of expertise they bring to the project, and their commitment and ability to perform the services as requested.
- C) **Table of Contents for the following sections:**
- D) **Section 1 – Executive Summary**
- E) **Section 2 – Work History and Values Alignment**
 - a. Describe your organizational structure, work history, and ability to successfully carry out and complete the proposed project in ways that will align with SYRCL's mission of maintaining and improving the health and function of the Yuba River Watershed.
 - b. Explain the way(s) in which your services are unique and what makes you and your services stand out from other contractors and organizations working in the same industry.
- F) **Section 3 – Understanding of the Scope of Work**
 - a. Develop a narrative demonstrating the proponent's clear understanding of the objectives and expected deliverables of work and any assumptions the proponent has made in preparing the proposal.
- G) **Section 4 – Work Plan, Methodology, and Timeline**
 - a. Clearly describe how you plan to address each deliverable as outlined in this request for proposal. Each contractor should clearly identify which deliverable(s) are covered by their proposal and how they will carry out and complete each deliverable they elect to bid on. The work plan and methodology should be clear and concise and demonstrate the ways in which the proposed work will be completed in an effective, efficient, and timely manner.
 - b. Provide recommendations on how the project can be enhanced, and ideas or suggestions on ways to maximize results and increase project success in both short-term and long-term timeframes.
 - c. Create a timeline for carrying out and completing each of the listed deliverables. Provide justification for any unanticipated work delays or factors that may prevent you and your organization from being able to successfully complete the proposed project within the desired contract period.
- H) **Section 5 – Identification of Key Personnel, Qualifications, and Supporting Roles**
 - a. Contractor to include information about key personnel, relevant work experience and qualifications, level of expertise, and the ways in which they will support the proposed project.

- b. Resumes of key personnel are to be attached in the appendix section of the proposal and are to be limited to one (1) page per person. Resumes should highlight the unique skillsets of each staff member and how each individual will make contributions to ensure the success of the proposed project based on their work experience and level of expertise.

I) **Section 6 – Professional References**

- a. Provide a minimum of three (3) and a maximum of (5) five professional references who can discuss their satisfaction or recommendations in support of the contractor's ability to carry out and complete the proposed project. Information within this section should provide details on past projects that have been completed that are similar to this project and clearly demonstrate the contractor's ability to complete the proposed project as desired. Each reference shall contain the following information:
 - i. Name and contact information
 - ii. Position of the contact person and their job title
 - iii. Phone number and email address
 - iv. Summary of the service(s) provided or work relationship

J) **Section 7 – Cost for Services**

- a. Include a cost estimate to carry out and complete the deliverables listed within this scope of work. The budget must be broken down into specific sections as outlined below. Please include a detailed summary of all project expenses which are to include but not limited to the following:
 - i. Personnel costs
 - ii. Travel
 - iii. Materials
 - iv. Reporting
 - v. Other project expenses
- b. A brief description of staffing capabilities and payment terms throughout the project timeline should also be included.

K) **Section 8- Work Samples**

- a. Include any work samples, summaries, project reports from previous work, or other information representative of your previous experience completing this type of project to highlight your overall qualifications to be selected for this project.

VIII. SYRCL Procedures, Terms, and Conditions

The following instructions, terms, and conditions apply to ALL proposals related to this Request for Proposal (RFB).

1. The South Yuba River Citizens League reserves the right to the following:
 - a. To accept any proposal;
 - b. To reject any and/or all irregularities in submitted proposal(s);
 - c. To reject any and/or all proposal(s);
 - d. To accept a proposal that is not the lowest cost;
 - e. To make decisions with due regard to quality of service and experience, compliance with requirements, and any other such factors as necessary in the circumstances;
 - f. To work with any participants whose proposal, in the opinion of the management, is in the best interest of the Yuba River, USFS, and SYRCL;
 - g. To cancel or reissue the RFB.
2. A proposal will not be considered if it is deemed incomplete in any fashion or unsigned by the appropriate authority.
3. Any proposal received after the specified date and hour will not be considered.
4. Proposals and all the contents contained within cannot be modified, changed, or altered after submission.
5. Any contract that may be entered into as a result of this proposal will be subject to the laws of the State of California.
6. It is the sole responsibility of the contractor to thoroughly examine any and all RFB documents to develop and understand the full requirements of the RFB.
7. While the South Yuba River Citizens League has been proactive in ensuring the accurate representation of all of the information included within this RFB, the information contained herein is intended to solely serve as a guideline for contractors. The South Yuba River Citizens League will assume no responsibility for any misguidance or misinformation.
8. All documents, including, but not limited to reports, proposals, working materials, or supporting documents shall become the sole and exclusive property of the South Yuba River Citizens League and as such, are subject to the Freedom of Information Legislation. To request documentation confidentiality, proponents must submit a letter, with their proposal, detailing the specifics of their request.
9. The proponent warrants the proponent is not employed by the South Yuba River Citizens League, nor is an immediate relative of such an employee, if the goods or services to be supplied under this proposal are intended to be supplied to the department in which such employee works.
10. If the proponent is a company, the proponent warrants that none of its officers, directors, or employees with authority to bind the company is an immediate relative of employees of the South Yuba River Citizens League, if the goods or services to be supplied under this proposal are intended to be supplied to the department in which such employee works.

11. To clarify, "Immediate Relative" means spouse, parent, child, brother, sister, brother-in-law, sister-in-law, or municipal employee.
12. If any director, officer, employee, agent, or other representative of a proponent makes any representation or solicitation of the South Yuba River Citizens League with respect to the proposal, whether before or after submission, the South Yuba River Citizens League is entitled to reject and not accept the proposal.
13. It must be understood and agreed that key personnel named in the proponent's RFB response, shall remain in these key positions throughout the duration of the proposed contract period. In the event that key personnel leave the firm, or for any unknown reason are unable to continue fulfilling their role, the proponent must propose a suitable replacement, and obtain written consent from the South Yuba River Citizens League. Acceptance of the proposed replacement is at the sole discretion of the South Yuba River Citizens League.
14. Any and all addendums to this RFB will be forwarded to all prospective proponents. It is the sole responsibility of participants to ensure they have provided accurate contact information to receive all addendums prior to the RFB closing.
15. Proponents responding to this competitive process agree to the terms and conditions of the proposal opportunity as issued by the South Yuba River Citizens League. Submissions shall not contain any alterations to the posted document other than entering data in the spaces provided or including attachments as necessary. Participants who alter the document as issued will be immediately disqualified from the selection process.
16. The proponent shall indemnify and save harmless the South Yuba River Citizens League and its officials, officers, employees, and agents from any claim, lawsuit, liability, debt, demand, loss, or judgment (including costs, defense expense, and interest) whatsoever and howsoever arising either directly or indirectly as a result of the granting of this contract of the use of the South Yuba River Citizens League property or facilities.
17. The proponent shall waive all rights or subrogation or recourse against the South Yuba River Citizens League as a result of the granting of this contract or the use of the South Yuba River Citizens League property or facilities.
18. The proponent shall indemnify and pay the South Yuba River Citizens League promptly, on demand for any loss or damage to the South Yuba River Citizens League arising either directly or indirectly as a result of the use of the property or facilities under the terms of this contract.

EXHIBIT A: TAHOE NATIONAL FOREST HERITAGE GUIDELINES FOR CONTRACTORS (2025)

TAHOE NATIONAL FOREST HERITAGE RESOURCE GUIDELINES FOR CONTRACTORS July 2025

Contractor Tasks:

Task 1 - Background Research

At minimum, the pre-field research may include literature and data reviews from the following sources:

- Mandatory records search with the Tahoe National Forest (TNF). Contact both the heritage program manager and the district or zone heritage resource specialist lead for the project prior to starting any work. Submitting a shapefile of the study area or proposed APE is required. TNF heritage data will be clipped to the records search shapefile. TNF heritage staff will provide the electronic data and will assist with analysis of these files.
- Information Centers of the California Historic Resource Inventory (CHRIS) at either CSU, Chico or California State University, Sacramento if relevant. Discuss with TNF heritage staff prior to determining the need for records search from the CHRIS system.
- General Land Office Plat maps, historic USGS Maps, Lidar, historic aerial imagery
- Homestead Entry Survey Maps, and Mineral Survey Entry Maps.
- The current NRHP listings for historic properties located in the project area.
- Courthouse records when data from the above searches indicate a need.
- Familiarization with the Region 5 Programmatic Agreement with SHPO

Records and files searches shall include, at a minimum, a quarter mile buffer from the APE (This search distance is project dependent and can be left to the discretion of the TNF District Archaeologist). It is advisable that prior to the start of the survey, the contractor conduct a pre-survey field review (pre-survey reconnaissance) of the project area in order to locate impassable roads, locked gates, downed trees, etc. Seek information from local district staff about known field conditions to assist in this effort. The Contractor may at this time, ground-truth areas that that may not be able to be “completely” surveyed (< 30 meter transects) due to steep slope (usually defined as > 35%), impenetrable/dense vegetation, accessibility issues, or other safety concerns. Areas that are classified as such must be accurately mapped with GPS or accurately digitized in GIS with a description of why the area was unable to be surveyed (steep slope, etc.), or not completely surveyed (for example, maybe a bench on a steep slope was accessed and inspected, but the slope itself was not surveyed) and documented in the survey plan. It is useful to reference previous survey reports for the project area and document if the conditions for why previous surveys no longer meet current standards have changed. Examples include areas of impenetrable brush that may no longer be issues due to recent fire through the area, or if issues such as slope or access continue to affect the ability to survey specific areas.

Task 2 - Survey Plan

The contractor shall consider the information gathered during the literature review and pre-survey reconnaissance and discuss any issues with the TNF heritage staff. The contractor shall subsequently develop a survey plan. The plan will define the survey methodology or methodologies to be employed for the APE. The survey as defined in the survey plan should be

designed to provide heritage resource specialists and managers with a record of typical heritage resources, which can be identified from surface indications, for a specific area. The type of coverage shall be sufficient to allow the investigators to encounter the smallest of heritage resource sites likely to occur in a given area, based on pre-field research. Transects intervals will be a maximum of 30 meters apart, depending upon the ground visibility, sensitivity of heritage resources, slope, etc. Thirty meter (30-meter transects) is defined as “complete” inventory strategy in the Region 5 PA. Greater intensity survey (i.e., transects spaced 15 meters apart) may be employed in areas with concentrated resources or highest sensitivity.

At a minimum, the survey plan must contain the following:

- **Survey Strategy:** The overall strategy and projected order the survey units will be surveyed.
- **Field Schedule:** Field work schedule including field session dates and need for biweekly or monthly reporting as agreed upon with TNF heritage staff.
- **Survey Strategy Map:** A survey map based on a 7.5' USGS map with survey units and anticipated order.
- **Changes of survey coverage to less than intensive or not surveyable:** Any approved changes of survey coverage to non-surveyable acres resulting from the pre-survey reconnaissance and survey planning discussions with appropriate TNF heritage staff.

Task 3 – Fieldwork

Survey will be conducted following the survey plan and methodologies defined in the plan.

Documenting Survey Intensities: The contractor shall record all survey intensity levels on a 7.5 Minute USGS Quadrangle Map.

- Non-Surveyable/less than intensive survey areas. As previously discussed, these are locations that cannot be completely surveyed (30m transects). These areas must be mapped with GPS or GIS with a description of why they were not completely surveyed. A survey coverage map depicting all field survey accomplished (that clearly illustrates survey intensity) shall be included with the draft report.

Field Survey Deliverables:

Interim Inventory Reports or Survey Session Reports: An interim letter report can be submitted following the completion of fieldwork activities. Survey session reports are simple email or summary reports that can be submitted to the TNF heritage staffing during fieldwork activities. Biweekly or monthly check-ins are encouraged as fieldwork progresses and should be defined in the survey plan.

Standard: The survey session reports may include, at a minimum:

- (1) Work Completed and Planned:** Discussion of work completed and planned for the next session.
- (2) Changes:** Discussion of the techniques used, and work completed that may differ from the survey plan.

This can be an informal process to ensure contractors maintain communication with TNF

heritage staff regarding work, safety, and any other issues that may arise. Typically, email summaries are sufficient.

Definitions and Documentation of Heritage Resources:

- **Precontact Site** - A prehistoric site is defined as ten or more spatially associated artifacts within a 30-meter diameter area (site may be much larger than 30 meters in diameter). Any precontact isolated feature is a site (e.g., bedrock milling station). If precontact artifacts, features and/or loci are separated by 30 meters or more, these should be recorded as separate sites. All site boundaries shall be recorded in meters. Site sketch maps shall be drawn to scale.
- **Historic Site** – A historic site is defined as historic period features (rock walls, structure pads, structural remains, district work areas) and spatially associated artifacts. Unassociated historic refuse from 1950 to current day is not a site. Historic features are recorded in English rule. All site boundaries shall be recorded in meters. Site sketch maps shall be drawn to scale.
- **Site boundaries** are defined as five meters out from the nearest artifact/feature.
- **Site Flagging.** Flagging sites may or may not be needed at the time of identification. Please inquire with TNF heritage program staff prior to flagging any site. If flagging is approved, the contractor shall flag all site boundaries with blue and black striped flagging unless otherwise agreed to by the TNF. Flagging will be minimized within campgrounds and along trails.
- **Site Flagging Standard:** A flagged site boundary should be visible from the outside of the site, looking in toward the site boundary. Blue and Black striped flagging will be hung on the outside of site boundaries at a height of at least 5 feet if physically possible. A minimum of three flags must be visible from any point outside of the site boundary.
- **Linear Sites:** All linear sites shall be documented and GPSed as line features. Linear heritage resources shall have all breaches (i.e., forest roads, trails, logging skids, etc.) GPSed as a point feature and shall be recorded on the linear feature record.
- **Linear Sites Flagging Standard:** If flagging is determined necessary, a flagged site boundary should be visible from the outside of the site, looking in toward the site boundary. Blue and black striped flagging will be hung on the outside of site boundaries at a height of at least five feet if physically possible.
- **Previously Recorded Sites:** The contractor shall update or fully re-record all previously recorded sites to bring the recording up to current standards (GPSing the site boundary and intersite features is key). If the existing information meets current standards and accurately depicts current conditions, then, at a minimum, a monitoring form (supplied by the TNF) shall be developed for each site. If, after a thorough attempt has been made,

a heritage resource cannot be relocated, then a monitoring form will be required documenting the attempt(s) to relocate the site and the result. The area resurveyed in these attempts will be documented in the report, maps, and the shapefile provided when the draft report is submitted to the TNF for review.

- **Datum:** All Datum locations shall be GPSed as a point feature. An Area Control Tag (ACT) may be attached to a site datum (large tree or stump) if possible. The TNF heritage staff will supply the assigned Forest Service site number for all newly recorded sites.
- **Site Recording Standard:** All heritage resource site records shall be recorded using the format approved by the California State Historic Preservation Office (DPR-523). All new heritage resource sites shall require a completed Primary Record (DPR-523A) and a Location Map (DPR-523J). Additional records required may include: an Archaeological Site Record (DPR-523C) Site Sketch Map (DPR-523K), a Photograph Record (DPR-523I) and photographs. If a heritage resource site is linear in nature, a complete Linear Feature Record (DPR-523E) is required. If a site contains a standing building, a complete Building, Structure, and Object Record (DPR-523B) is required. Bedrock milling or mortar features shall require a completed Milling Station Record (DPR-523F). If petroglyphs or any other form of rock art are present, then a complete Rock Art Record (DPR-523G) will be completed. Features described in the site record will be located on the site map (i.e., if there are 8 features in the site record, there will be the same corresponding number of features on the site map).
- **Mapping Standard for Heritage Sites:** Site location maps will be depicted as a polygon. Site maps with inter-site features will be mapped and displayed as point, line, or polygon data. All site location maps shall include the actual GPSed site polygon plotted on a USGS 7.5 Quadrangle designed map. Location maps shall clearly identify the site location using the assigned Forest Service site number. The name and year (as revised) of the Quadrangle Map will be included along with the Township, Range and Section. Location maps must retain the 1:24,000 scale; 1:12,000 scale maps may also be included for clarity. Maps may also include Lidar or other background imagery. Site sketch maps will include the following elements: Forest Service site number, Smithsonian number (trinomial), CA state P number, site boundary, datum if applicable, scale, north arrow, legend using standard mapping symbology, date, name of recorder, landmark(s) or distance and direction to nearest landmark.
- **National Register of Historic Places (NRHP) Evaluation Standard:**
All previously recorded and newly recorded historic era heritage resources are to be evaluated for eligibility for inclusion on the NRHP. It is expected that evaluations will reflect current Secretary of the Interior (SOI) Standards for applying National Register Criteria for Evaluation including the seven elements of integrity. Each criterion of the NRHP will be addressed. The evaluation must include a detailed discussion of the heritage resources integrity and the ways in which the resource may or may not relate to the four eligibility criteria defined by SOI. Previously recorded and newly recorded precontact heritage resources will not need to be evaluated for inclusion on the NRHP

and will remain unevaluated. Appendix F of 2018 of the Region 5 Programmatic Agreement with SHPO, provides important guidance on site types, eligibility and categorical NRHP evaluations that can be approved by TNF's heritage program manager (i.e., severely disturbed site, isolated site, etc.).

- **Photographs:** At a minimum, site digital images will include a general site overview, site datum, pertinent features, diagnostic artifacts, and artifact concentrations if they can be seen in the photograph; cardinal direction and azimuth should be noted for all photos where applicable. Images shall be submitted as photographs within the site forms and electronically as .jpeg files with the draft report.
- **Linear Heritage Resources Extending Beyond the Project Boundary:** All linear sites that extend beyond the project area boundary on to National Forest System lands shall be recorded for fifty meters outside of the Project Area.
- **Short Linear Sites Associated with Non-linear Sites:** Linear sites that are less than 100 meters long and are associated with a non-linear heritage resource site (e.g., a short ditch contained within a larger placer mining site), shall be recorded as a feature within the non-linear site. These associated linear sites shall be included with the GPSed data for the site.
- **Isolated Find Standard Definitions for TNF:** Isolated artifacts of human origin which have either been removed from original context or, in the case of historic artifacts, which occur in such a way that no useful scientific information can be obtained by additional investigation beyond that involved in recording the artifact. It will be necessary for the investigator to make a judgment as to whether an item has been deposited by elements other than purposeful human activity (i.e., slope wash or some other mechanical activity).

Historic Era Isolated Finds

- From the Region 5 PA (2018): Some isolated sites consist of ephemeral cultural remains or lack associations meaningful in broader historic contexts. Examples of isolated site types include: alignments lacking associated historic contexts or archaeological deposits; fire altered rock concentrations; borrow pits; tailings piles or adits/shafts; isolated historic ditches; hunters camps/dispersed recreation camps; fire rings; minor trails and associated features not part of identified systems or historically significant trails; minor roads and associated features not part of identified systems or historically significant roads; log decks, landings, sawdust piles, and mill debris; logging stumps/high cut stumps not associated with other logging sites or not features as parts of cultural landscapes in districts or sites; skid trails; fences and fence posts; and utility lines and associated features unconnected to identified or historically significant systems.
- Refuse deposits dating from 1950 to the current time.
- Additional items to record as isolates/emphasize as isolates on the TNF: isolated guzzlers (wildlife or stock), gabions* or other within drainage erosion control structures, terracing from older wildland fire events or prior post wildland fire

erosion control efforts (i.e., terracing from 1960s wildland fires), skid trails, stumps, user created roads and trails, Forest Service system roads and trails with no historic context, roadside trash. *Gabion-a cage, cylinder or box filled with rocks, concrete, or sometimes sand and soil for use in civil engineering, road building, military applications, and landscaping.

Precontact Isolated Finds-

- Less than 10 artifacts within a 10x10 meter area.
- **Isolated Find Recordation Standard:** All isolated artifacts or features shall be described in a spreadsheet supplied by the TNF heritage staff and keyed to 7.5' USGS topographic quadrangle map included within the draft report. In the case of diagnostic or unusual artifacts and features, photographs will be included in an appendix as well as any other relevant information that is not captured in the isolate spreadsheet.

Mapping: Geographic Positioning System (GPS) and Geographic Information System (GIS) Standards

While there are no GPS accuracy standards for Tahoe National Forest projects, data collected with GPS receivers should be accurate enough that any site, feature, or artifact recorded during fieldwork activities can be easily relocated upon revisit. The mapped locations shall be recorded in meters with NAD 1983, CONUS, UTM Zone 10. GPS data shall be provided to the TNF as shapefiles that can be immediately used to relocate and inspect new or previously located heritage resource site locations. For further questions about GPS, GIS, and Mapping standards please reach out to the District Archaeologist.

Task 4 – Reporting

Once fieldwork is completed, the contractor is required to complete at minimum an Inventory report summarizing project findings as well as a separate evaluation report which details the results of NRHP site evaluations that conducted over the course of the project. If applicable, both of these reports will be submitted to the District Archaeologist as a Microsoft Word document for review and comment. Requirements for each report are detailed below:

Inventory report

The contractor shall submit a draft inventory report and all site records in a Microsoft Word document for review and comment. The draft report must consist of a narrative report and supporting documentation describing the location of all survey coverage areas, methods employed, results of the field survey, and all site record forms. The complete report shall include all text, maps, site forms, site eligibility recommendations, a detailed assessment of project effects, and management recommendations for all proposed undertakings in the project area.

Standard: The draft report includes, at a minimum, the following items:

- Title Page:
 - Name of the project.
 - Forest Service Project Number, as assigned by the TNF heritage staff.
 - Location of the project including county or counties.

- Name and address of the Tahoe National Forest.
 - Name and address of Contractor(s).
 - Name of Principal Investigator(s).
 - Date of report.
 - Author's title.
- Abstract/Management Summary: one page summary that includes the project objectives, size, methods, findings, and site NRHP and CRHR eligibility recommendation(s).
- Table of Contents: topical headings arranged in sequence in accordance with corresponding page numbers. Include a list of figures, tables, and appendices.
- Introduction:
 - Purpose of the investigation.
 - Summary of findings
- Body of Document shall contain.
 - **Project area(s)** Description and field conditions: to include, as relevant, a description of landform, soils, vegetation, ground surface visibility, modern improvements in the project area(s), physiography, geomorphology, hydrology, flora, fauna, climate, geology, and related information on environmental settings.
 - **Area of Potential Effect** as agreed to as part of the survey plan.
 - Legal locations of all project areas and maps at the 1:24,000 scale.
 - **Literature Reviewed:** A discussion of the literature reviewed.
 - **Contextual History:** A brief review of the precontact and history of the Project Area and predicted sensitivity for heritage resources resulting from these findings.
 - **Methodology and Findings:** A discussion of the methodology and findings of the surveys as outlined in the survey plan. The contractor shall discuss the survey intensity employed. The Contractor shall discuss all new and previously located sites recorded as well as their NRHP eligibility status (e.g., eligible, not eligible, unevaluated, etc.). A list/spreadsheet and discussion of isolates shall also be provided. Existing ineligible resources will not be discussed in the report nor displayed on any maps.
 - Include the names of individuals employed in actual fieldwork.
 - List the dates the fieldwork was conducted.
 - Indicate the number of acres inventoried and the number of acres within the project area that were not inventoried.
 - Identify the number of heritage resource sites and isolates located to include a summary of archaeological sites, IFs, as well as recommendations for Resource Protection Measures for each site, in accordance with the Region 5 PA (Appendix E) in a table format.
- **Survey Map and Project Maps:** All maps shall be submitted at 1:24,000 scale with the exception of the Location Map.
 - **Location Map:** Indicates the Project Area location.
 - **Survey Coverage Map:** This shall include a digitation of the surveyed areas and

those that were not intensively surveyed or not surveyed at all.

- **Site Location Map:** Includes all the GPSed site locations depicted and labeled with
- Forest Service site numbers. Sites will be represented by a polygon.
- **Appendices with:**
 - Survey coverage map.
 - Area of potential effects (APE) and site locations
 - Completed IF table, maps, photographs.
 - Monitoring forms
 - Updated site records
 - Newly recorded sites

Electronic copies of all project digital images along with a photo log containing the date, location, direction, and subject of each image shall be provided to the TNF.

Submission of electronic spatial data:

- 1) GPS data files will be submitted to the TNF Heritage staff
- 2) Survey areas and all site data (point, line, polygon, datums, boundaries) shall be provided to the TNF in the form of shapefiles compatible with the Forest Service Geographical Information System (ArcGIS).

NRHP Evaluations (If evaluations are necessary)

In addition to the inventory, the contractor shall draft and submit a separate report specific to NRHP evaluations. The purpose of this report is to detail the sites that have been determined by the TNF District Archaeologist to require formal evaluation for the NRHP. The evaluation report shall be submitted as a companion report alongside the inventory report to the TNF District Archaeologist as a Microsoft Word document for review and comment. The draft evaluation report must consist of a narrative report and supporting documentation describing the location (including overview and site sketch maps), historic context, Research design (including identified research themes and data requirements), methods employed, results, as well as summary and recommendations, and all site record forms.

The draft evaluation report includes, at a minimum, the following items:

- Title Page:
 - Name of the project.
 - Forest Service Project Number, as assigned by the TNF heritage staff.
 - Location of the project including county or counties.
 - Name and address of the Tahoe National Forest.
 - Name and address of Contractor(s).
 - Name of Principal Investigator(s).
 - Date of report.
 - Author's title.
- Abstract/Management Summary: one page summary that includes the project objectives, size, methods, findings, and site NRHP and CRHR eligibility recommendation(s).

- Table of Contents: topical headings arranged in sequence in accordance with corresponding page numbers. Include a list of figures, tables, and appendices.
- Introduction:
 - Purpose of the investigation.
 - Summary of findings
- Body of Document shall contain.
 - Introduction
 - Historical Background/Context
 - Research Design/Themes/Data Requirements
 - Methods
 - Results
 - Summary of Results and Recommendations
- **Appendices** with:
 - Site location map and Site Sketch Maps
 - Updated site records
 - Newly recorded sites

Appendix F Evaluations for Ineligible Sites

Not all site evaluations will require formal reporting and SHPO consultation. Appendix F of the 2018 Region 5 Programmatic Agreement sets forth that some types of cultural resources are obviously ineligible for the NRHP because of their lack of substantive constituents or features, or because of their lack of integrity; these sites do not meet the NRHP criteria at 36 CFR 60.4. Standardized documentation of such properties provides sufficient information to determine them ineligible for the NRHP and/or provides information needed for agency management purposes. Properties determined ineligible need no further consideration and do not require formal SHPO consultation. Determinations of Eligibility completed under Appendix F are approved on a case by case basis by the TNF District Archaeologist and will require a separate form that will be provided by the District Archaeologist. All Appendix F evaluations are subject to approval by both the TNF District Archaeologist, with final approval given by TNF Heritage Program Manager. Approved Appendix F evaluations will be submitted alongside both the draft Inventory and Evaluation Reports as Microsoft Word documents for review and comment. The following property types may be considered ineligible under Appendix F:

(a) Severely Damaged Sites

Severely damaged sites are sites that have been subjected to erosion, decay, looting, project activities, or other impacts to such a degree that they no longer contain recognizable features, unaltered historic characteristics, or substantial in-tact deposits of cultural materials that may contribute information to understanding history or prehistory. With these degradations, they have lost integrity of design, materials, workmanship, feeling, and association as verified by limited testing and field assessments (e.g., shovel test probes, auguring). Or, their historic environments have been altered, or they have been isolated from their original historic environments so that characteristics of location, setting, feeling, and association are lost.

(b) Isolated Sites and Artifacts

Some isolated sites consist of ephemeral cultural remains or lack associations meaningful in broader historic contexts. Examples of isolated site types include: alignments lacking associated historic contexts or archaeological deposits; fire altered rock concentrations; borrow pits; tailings piles or adits/shafts; isolated historic ditches; hunters camps/dispersed recreation camps; fire rings; minor trails and associated features not part of identified systems or historically significant trails; minor roads and associated features not part of identified systems or historically significant roads; log decks, landings, sawdust piles, and mill debris; logging stumps/high cut stumps not associated with other logging sites or not features as parts of cultural landscapes in districts or sites; skid trails; fences and fence posts; and utility lines and associated features unconnected to identified or historically significant systems.

Isolated artifacts will not be evaluated as historic properties and will not constrain management of areas where found unless HPM's recommend otherwise. Isolated artifacts will be recorded to Forest standards.

(c) Isolated Historic Refuse Deposits

Isolated historic refuse deposits are small trash scatters unassociated with other historic remains, that contain only refuse materials with no features suggesting other functions, and that date from after the Gold Rush or Nevada's Comstock to 1960s; sites dating more recently than 1950 are considered not eligible for the NRHP under this agreement. See the Isolated Historic Refuse Deposit protocol, Appendix F - 1, for suggested recording and evaluation details.

(d) Isolated Historic Prospect Pits

Isolated historic prospect pits are small pits dug in exploration for valuable minerals. They are generally small sites, unassociated with other historic remains, contain only excavated pits and associated tailings piles with no artifacts or features suggesting other functions, and date throughout the historic period up to the 1960s, but are impossible to date because of lack of associated diagnostic materials. Isolated prospect pits are considered ineligible for the NRHP under this agreement. See the Isolated Historic Prospect Pit protocol, Appendix F - 2, for suggested recording and evaluation details.

(e) Isolated Historic Ditches

Isolated historic ditches are small earthen ditches unassociated with other historic remains, with no associated features such as rock work or flumes, and with contiguous segments totaling no more than 25 meters in length, and little remaining integrity.

Final report and deliverable:

Upon completion of TNF Heritage staff review, the Contractor shall incorporate all of the TNF Heritage staff comments on the Draft Report, draft site record forms, and GIS data into the final report. One electronic version of the Final Report (including all related appendices), final site record forms for new sites, all updates and forms for previously recorded sites, all project related photographs, and GIS data shall be submitted to the TNF Heritage staff in Word and pdf format.

Consultation

Forest Service personnel shall be responsible for initiating consultation with the SHPO, government to government tribal consultation including with Tribal Historic Preservation Officers (THPO), and any other consulting parties as required by law.

EXHIBIT B: DRAFT CONTRACT AGREEMENT (SYRCL)

AGREEMENT BETWEEN THE SOUTH YUBA CITIZENS LEAGUE AND [CONTRACTOR NAME] FOR THE TAHOE NATIONAL FOREST [PROJECT]

This Agreement is entered into as of _____, 2026 by and between the South Yuba Citizens League, a California non-profit corporation ("SYRCL") and [party to be named], a [State] [form of business entity] ("Contractor"). Each party may be referred to in this Agreement as "Party" and, collectively, as "Parties."

RECITALS

WHEREAS, SYRCL received a Challenge Cost Share Agreement from the USDA Forest Service, Tahoe National Forest for collaborative work and project management on the North Yuba Landscape Resilience Project (FS Agreement # 23-CS-11051700-023; and

WHEREAS, SYRCL has entered into an agreement with [CONTRACTOR NAME] for treatment of invasive plant infestations on the Tahoe National Forest, within the area of the North Yuba Landscape Resilience Project [Insert GRANT NAME, #] and

WHEREAS, SYRCL desires to engage Contractor to complete invasive plant management for the [Tahoe National Forest Invasive Plant Treatment Project] upon SYRCL's use of an approved project treatment design from the Tahoe National Forest; and

1. WHEREAS, Contractor desires to complete invasive plant management treatments across approximately 169.97 acres of priority infestations (including 15.7 acres of overlapping acres of different species), totaling 86 treatment sites on the Tahoe National Forest, consistent with the approved project requirements and specifications as outlined in the Request for Proposal and subsequent submitted proposal to SYRCL; and
2. WHEREAS, Contractor represents that it is fully qualified to perform such services by virtue of its experience and the training, education and expertise of its principals and employees. Contractor further represents it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement; and
3. WHEREAS, Pursuant to the South Yuba River Citizens League's General Grant Provisions, this Agreement is solely between the Parties. Nothing in this Agreement creates any contractual relationship between the Contractor and the State, nor shall this Agreement relieve SYRCL of its obligations under Challenge Cost Share Agreement FS Agreement # 23-CS-11051700-023.

NOW, THEREFORE, the Parties agree as follows:

1. Scope of Services.

- a. SYRCL shall oversee completion of all required project components on behalf of the Contractor as stated in this Contract and associated Exhibits;
- b. SYRCL shall ensure adequate oversight and management on behalf of the US Forest Service as project completion managers for completion of treated invasive plant infestations, adherence to all required protocols for invasive plant treatments on the Tahoe National Forest, and for all required and necessary reporting relating to the Project;
- c. The US Forest Service, Tahoe National Forest will collaborate with SYRCL and the Contractor to act as the implementation and project completion manager including providing oversight, direction, and technical guidance for invasive plant treatment activities and ensuring adherence to all US Forest Service, State of California, and any other applicable federal or state regulations required for completion of this work, as outlined in the Exhibits included in this Contract;
- d. Contractor shall complete the project in accordance with the requirements, specifications, and timelines described in the Request for Proposal, including Exhibits, that are attached hereto and incorporated herein by reference;
- e. Contractor may, with SYRCL's written consent, subcontract any part or the entirety of the work provided for herein provided doing so is consistent with the permits and it and its subcontractor otherwise complies with this Agreement.

2. Compensation.

- a. Consultant shall submit to SYRCL invoices on a monthly basis (or as otherwise agreed to by the Parties during the Contract refinement period prior to signing and execution of the Contract) for services performed pursuant to this Agreement. Each invoice shall identify the services rendered during the billing period, the amount due for the invoice, and the total amount previously invoiced. All labor charges shall be itemized by employee name and classification/position with the firm, the corresponding hourly rate, the hours worked, a description of each labor charge, and the total amount due for labor charges;
- b. SYRCL shall not withhold applicable taxes or other payroll deductions from payments made under this Section except as otherwise required by law. Contractor shall be solely responsible for calculating, withholding, and paying all taxes each may owe;
- c. SYRCL shall pay invoices in full within 30 days of receipt; however, should SYRCL not receive reimbursements from its grantor(s) by 30 days of receipt, invoices shall be paid within 15 days of such reimbursements;
- d. The relevant Parties agree to meet and confer at mutually agreeable times to resolve any disputed amounts contained in an invoice submitted by Contractor;

- e. Contractor shall not be reimbursed for any expenses incurred for work performed outside the Scope of Work unless prior written approval is given by SYRCL through a fully executed written amendment. Contractor shall not undertake any such work without prior written approval of SYRCL;
 - f. Notwithstanding any other terms of this Agreement, no payments shall be made to Contractor until SYRCL is satisfied that the services are satisfactory.
3. **Term of the Agreement.** Unless sooner terminated as provided in Section 3 below, this Agreement shall have an approximate ten (10) month term, commencing on the date of execution of this Agreement by the latter of the Parties to do so. Contractor may request extensions of time to perform the services required under this Agreement only under unexpected and/or urgent circumstances. Such extensions shall only be effective if authorized in advance by SYRCL in writing and incorporated in written amendments to this Agreement.
4. **Termination or Withdrawal.**
- a. SYRCL may terminate this Agreement for any reason on 10 calendar days' written notice to Contractor. Contractor agrees to cease all work under this Agreement on or before the effective date of any notice of termination. All SYRCL data, documents, objects, materials or other tangible things shall be returned to SYRCL upon the termination or expiration of this Agreement.
 - b. Contractor may terminate this Agreement for a material breach of this Agreement upon 30 days' notice.
 - c. **Remedies.** SYRCL retains any and all available legal and equitable remedies for Contractor's breach of this Agreement.
5. **Relationship of Parties.**
- a. Contractor is, and shall at all times remain as to SYRCL, a wholly independent contractor.
 - b. Contractor shall have no power to incur any debt, obligation, or liability on behalf of SYRCL or otherwise to act on behalf of SYRCL as an agent. Neither SYRCL nor any of its agents shall have control over the conduct of either Contractor or any of Contractor's employees, except as set forth in this Agreement. Contractor shall not represent that it, or that any of its agents or employees are, in any manner employees of SYRCL.
 - c. Under no circumstances shall Contractor or its employees look to SYRCL as an employer. Contractor shall not be entitled to any benefits. Contractor shall be responsible for all reports and obligations including, but not limited to: social

security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation, and other applicable federal and state taxes.

6. Indemnification.

- a. For purposes of this Section 5, Contractor shall include Contractor's officers, employees, servants, agents, or subcontractors, or anyone directly or indirectly employed by Contractor or its subcontractors, in the performance of this Agreement. "SYRCL" shall include SYRCL, its officers, agents, employees and volunteers.
- b. To the fullest extent permitted by law, Contractor shall indemnify, hold harmless, and defend SYRCL from and against any and all claims, losses, costs or expenses for any personal injury or property damage arising out of or in connection with Contractor's alleged negligence, recklessness or willful misconduct or other wrongful acts, errors or omissions of Contractor or failure to comply with any provision in this Agreement.
- c. Personal injury shall include injury or damage due to death or injury to any person, whether physical, emotional, consequential or otherwise. Property damage shall include injury to any personal or real property. Contractor shall not be required to indemnify SYRCL for such loss or damage as is caused by the sole active negligence or willful misconduct of SYRCL.
- d. Such costs and expenses shall include reasonable attorneys' fees for counsel of SYRCL's choice, expert fees and all other costs and fees of litigation. Contractor shall not be entitled to any refund of attorneys' fees, defense costs or expenses in the event that it is adjudicated to have been non-negligent.
- e. Contractor's obligations under this Section 5 are not limited by the provisions of any workers' compensation act or similar act. Contractor expressly waives its statutory immunity under such statutes or laws as to SYRCL.
- f. Contractor agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 5 from each and every subcontractor or any other person or entity involved in the performance of this Agreement on Contractor's behalf.
- g. SYRCL does not waive any indemnity rights by accepting any insurance policy or certificate required pursuant to this Agreement. Indemnification obligations apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

7. Insurance.

- a. Contractor shall maintain insurance as described in this Section 5 and shall require all of its subcontractors, consultants and other agents to do the same. Approval of the insurance by SYRCL shall not relieve or decrease any liability of Contractor. Any

requirement for insurance to be maintained after completion of the work shall survive this Agreement.

- b. SYRCL will not execute this agreement until it has received a complete set of all required documentation of insurance coverage. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. Contractor shall each file with SYRCL:
- Certificate of Insurance, indicating companies acceptable to SYRCL, with a Best's Rating of no less than A:VII showing. The Certificate of Insurance must include the following reference: Long Bar Restoration Project
 - Documentation of Best's rating acceptable to SYRCL.
 - Original endorsements effecting coverage for all policies required by this Agreement.
 - Complete, certified copies of all required insurance policies, including endorsements affecting the coverage.
- c. The Proponent shall, at their own expense, provide and maintain until the completion of the project the following insurance in a form acceptable to the South Yuba River Citizens League. Insurance coverage shall be at least in the following minimum amounts:
- Professional Liability Insurance, inclusive of bodily injury, death, and property damage:
 - \$1,000,000 per occurrence,
 - \$2,000,000 aggregate
 - General Liability:
 - General Aggregate: \$2,000,000
 - Products Comp/Op Aggregate \$2,000,000
 - Personal & Advertising Injury \$1,000,000
 - Each Occurrence \$1,000,000
 - Fire Damage (any one fire) \$ 50,000
 - Medical Expense (any 1 person) \$ 5,000
 - Workers' Compensation:
 - Workers' Compensation Statutory Limits
 - EL Each Accident \$1,000,000
 - EL Disease - Policy Limit \$1,000,000
 - EL Disease - Each Employee \$1,000,000
 - Automobile Liability
 - Any vehicle, combined single limit \$1,000,000

Any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements or limits shall be available to the additional insured. Furthermore, the requirements for coverage and limits shall be

the greater of (1) the minimum coverage and limits specified in this Agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured

- d. Commercial General Liability Insurance shall be no less broad than ISO form CG 00 01. Coverage must be on a standard Occurrence form. Claims-Made, modified, limited or restricted Occurrence forms are not acceptable.
- e. Contractor is aware of the provisions of Section 3700 of the Labor Code which requires every employer to carry Workers' Compensation (or to undertake equivalent self-insurance), and Contractor will comply with such provisions before commencing the performance of the work of this Agreement. If such insurance is underwritten by any agency other than the State Compensation Fund, such agency shall be a company authorized to do business in the State of California.
- f. Covered vehicles shall include owned if any, non-owned, and hired automobiles and, trucks.
- g. The deductible or self-insured retention may not exceed \$50,000. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work. Coverage shall be continued for two years after the completion of the work by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.
- h. If any of the required policies provide coverage on a claims-made basis the Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work. Claims-Made Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work. If coverage is canceled 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 five (5) years after completion of contract work.
- i. SYRCL and its officers and employees must be endorsed as an additional insured for each policy required herein, other than Professional Errors and Omissions and Worker's Compensation, for liability arising out of ongoing and completed operations by or on behalf of the Contractor. Contractor's insurance policies shall be primary as respects any claims related to or as the result of the Contractor's work. Any insurance, pooled coverage or self-insurance maintained by SYRCL, its elected or appointed officials, directors, officers, agents, employees, volunteers, or Contractors shall be non-contributory. All endorsements shall be signed by a person authorized by the insurer to bind coverage on its behalf. General liability coverage can be provided using an endorsement to the Contractor's insurance at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37.

- j. In the event any policy is canceled prior to the completion of the project and the Contractor does not furnish a new certificate of insurance prior to cancellation, SYRCL has the right, but not the duty, to obtain the required insurance and deduct the premium(s) from any amounts due the Contractor under this Agreement. Failure of Contractor to maintain the insurance required by this Agreement, or to comply with any of the requirements of this section, shall constitute a material breach of this Agreement.
- k. Contractor shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; (3) or the deductible or self-insured retention is increased. Contractor shall provide no less than 30 days' notice of any cancellation or material change to policies required by this Agreement. Contractor shall provide proof that cancelled or expired policies of insurance have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages. The name and address for Additional Insured Endorsements, Certificates of Insurance and Notices of Cancellation is: South Yuba River Citizens League, 313 Railroad Avenue, Nevada City, CA 95959.
- l. The insurance provided by Contractor, including all endorsements, shall be primary to any coverage available to SYRCL. Any insurance or self-insurance maintained by SYRCL and/or its officers, employees, agents or volunteers, shall be in excess of Contractor's insurance and shall not contribute with it.
- m. Contractor hereby waives all rights of subrogation against SYRCL. Contractor shall additionally waive such rights either by endorsement to each policy or provide proof of such waiver in the policy itself.
- n. Contractor shall report to SYRCL, in addition to the Contractor's insurer, any and all insurance claims submitted to Contractor's insurer in connection with the services under this Agreement.
- o. Contractor must disclose all deductibles and self-insured retention amounts to SYRCL. SYRCL may require the Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within retention amounts. Ultimately, SYRCL must approve all such amounts prior to execution of this Agreement.

SYRCL has no obligation to pay any premiums, assessments, or deductibles under any policy required in this Agreement. Contractor shall be responsible for all premiums and deductibles in all of Contractor's insurance policies. The amount of deductibles for insurance coverage required herein are subject to SYRCL's approval.

p. Contractor's duty to defend and indemnify SYRCL under this Agreement shall not be limited by the foregoing insurance requirements and shall survive the expiration of this Agreement.

8. **Notices.** All notices and demands required or permitted to be given or made under this Agreement shall be in writing and either (1) personally delivered, or (2) mailed by first class registered or certified mail, postage prepaid and return receipt requested, addressed to the parties at the following addresses and to the attention of the person named. Addresses and persons named may be changed by either of the Parties by giving 10 days' written notice to the other party.

If to SYRCL

If to CONTRACTOR:

9. **Surviving Covenants.** The Parties agree that the covenants contained in Sections 5 (Indemnity) and 6(g) (Claims-Made Policy) shall survive the expiration or termination of this Agreement, subject to the provisions and limitations of this Agreement and all otherwise applicable statutes of limitations and repose.
10. **Warranty of Authorization.** The persons executing this Agreement represent and warrant for the benefit of the Party for which they do not sign that he or she has actual authority to bind his or her principal to every term, condition, and obligation in this Agreement and that all requirements relating to such authority have been fulfilled.
11. **Prevailing Wages.** Contractor is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), and Fish and Games Code Section 1501.5, which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. This Agreement is subject to Prevailing Wage Laws, for all work performed under this Agreement for which the payment of prevailing wage is required by those laws. Contractor shall defend, indemnify, and hold the City, its elected officials, officers, employees, and agents free and harmless from any claim or liability arising out of any failure or alleged failure of Contractor to comply with the Prevailing Wage Laws.
12. **General Grant Provisions.** As this Agreement is implemented pursuant to a project plan and other deliverables procured through funding from Challenge Cost Share Agreement FS Agreement # 23-CS-11051700-023 between SYRCL and the United States Forest Service, Tahoe National Forest, Contractor agrees to the following terms:

- a. SYRCL shall retain all records pertinent to this agreement for a period of no less than 3 years from expiration or termination date. As used in this provision, records include books, documents, accounting procedures and practice, and other data, regardless of the type or format. SYRCL shall provide access and right to examine all records related to this Contract to the US Forest Service Inspector General, or Comptroller General or their authorized representative. The rights of access in this section must not be limited to the required retention period but must last as long as the records are kept. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the end of the 3-year period, the records must be kept until all issues are resolved, or until the end of the regular 3-year period, whichever is later. Records for nonexpendable property acquired in whole or in part, with Federal funds must be retained for 3 years after its final disposition.
- b. SYRCL shall ensure that all Contractor parties identified on this Contract and participating in the work as outlined in this Contract will complete and submit the I-9 form to certify that they are eligible for lawful employment under the Immigration and Nationality Act (8 USC 1324a). SYRCL and Contractor shall comply with regulations regarding certification and retention of the completed forms.
- c. Any document or written report prepared in whole or in part pursuant to this Agreement shall contain a disclosure statement indicating that the document or written report was prepared based on grant funding from the State. The disclosure statement shall include the Challenge Cost Share Agreement, FS Agreement # 23-CS-11051700-023, and dollar amount of all grant agreements and subcontracts relating to the preparation of such documents or written reports. The disclosure statement shall be contained in a separate section of the document or written report. If the Contractor or any subcontractor(s) are required to prepare multiple documents or written reports, the disclosure statement may also contain a statement indicating that the total Agreement amount represents compensation for multiple documents or written reports. The Contractor shall include in each of its subcontracts for work under this Agreement, a provision which incorporates the requirements stated within this section.
- d. During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated there under (California Code of

Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement. Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

- e. The Contractor agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes and other written or graphic work produced in the performance of this Agreement, are subject to the rights of the State as set forth in this subdivision. The State shall have the right to reproduce, publish, and use all such work, or any part thereof, in any manner and for any purposes whatsoever and to authorize others to do so. If any such work is copyrightable, SYRCL may copyright the same, except that, as to any work which is copyrighted by the SYRCL, the State reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish, and use such work, or any part thereof, and to authorize others to do so.

13. **Warranty of Authorization.** The persons executing this Agreement represent and warrant for the benefit of the Party for which they do not sign that he or she has actual authority to bind his or her principal to every term, condition, and obligation in this Agreement and that all requirements relating to such authority have been fulfilled.

14. **Interpretation of Agreement.**

- a. This Agreement shall be governed and construed in accordance with the laws of the State of California.
- b. All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between SYRCL and Contractor with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the parties. Amendments hereto or deviations herefrom shall be effective and binding only if made in writing and executed on by SYRCL and Contractor.
- c. The headings and captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading,

and the section or paragraph thereof at the head of which it appears, the language of the section or paragraph shall control and govern in the construction of this Agreement.

- d. Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).
- e. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to the extent necessary to, cure such invalidity or unenforceability, and shall be enforceable in its amended form. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
- f. Each Party had an opportunity to consult with an attorney in reviewing and drafting this agreement. Any uncertainty or ambiguity shall not be construed for or against any party based on attribution of drafting to any party.

15. General Provisions.

- a. All data, documents, discussion, or other information developed or received by Contractor for performance of this Agreement are deemed confidential and Contractor shall not disclose it without prior written consent by SYRCL. SYRCL shall grant such consent if disclosure is legally required. All SYRCL data shall be returned to SYRCL upon the termination or expiration of this Agreement.
- b. Contractor shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without SYRCL's prior written consent, and any attempt to do so shall be void and of no effect. SYRCL shall not be obligated or liable under this Agreement to any party other than Contractor.
- c. This Agreement shall be binding on the successors and assigns of the Parties.
- d. Except as expressly stated herein, there is no intended third-party beneficiary of any right or obligation assumed by the Parties.
- e. Time is of the essence for each and every provision of this Agreement.
- f. No provision, covenant, or condition of this Agreement shall be deemed to have been waived by any Party unless in writing signed by one authorized to bind the Party asserted to have consented to the waiver. The waiver by any Party of any breach of any provision, covenant, or condition of this Agreement shall not be deemed to be a waiver of any subsequent breach of the same or any other provision, covenant, or condition.

- g. Contractor shall not be liable for any failure to perform if it presents acceptable evidence, in SYRCL's sole judgment, that such failure was due to causes beyond the Party's control and without the fault or negligence.
- h. **Remedies Non-Exclusive.** Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance from the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any or all of such other rights, powers or remedies.
- i. **Attorneys' Fees.** If legal action shall be necessary to enforce any term, covenant or condition contained in this Agreement, the prevailing party shall be entitled to an award of reasonable attorneys' fees and costs expended in the action.
- j. **Venue.** The venue for any litigation shall be Nevada County, California and Contractor hereby consents to jurisdiction in Nevada County for purposes of resolving any dispute or enforcing any obligation arising under this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates indicated below.

Name
Title
Organization

Name
Title
Organization

EXHIBIT C: PROJECT MAPS

See below for relevant project maps:

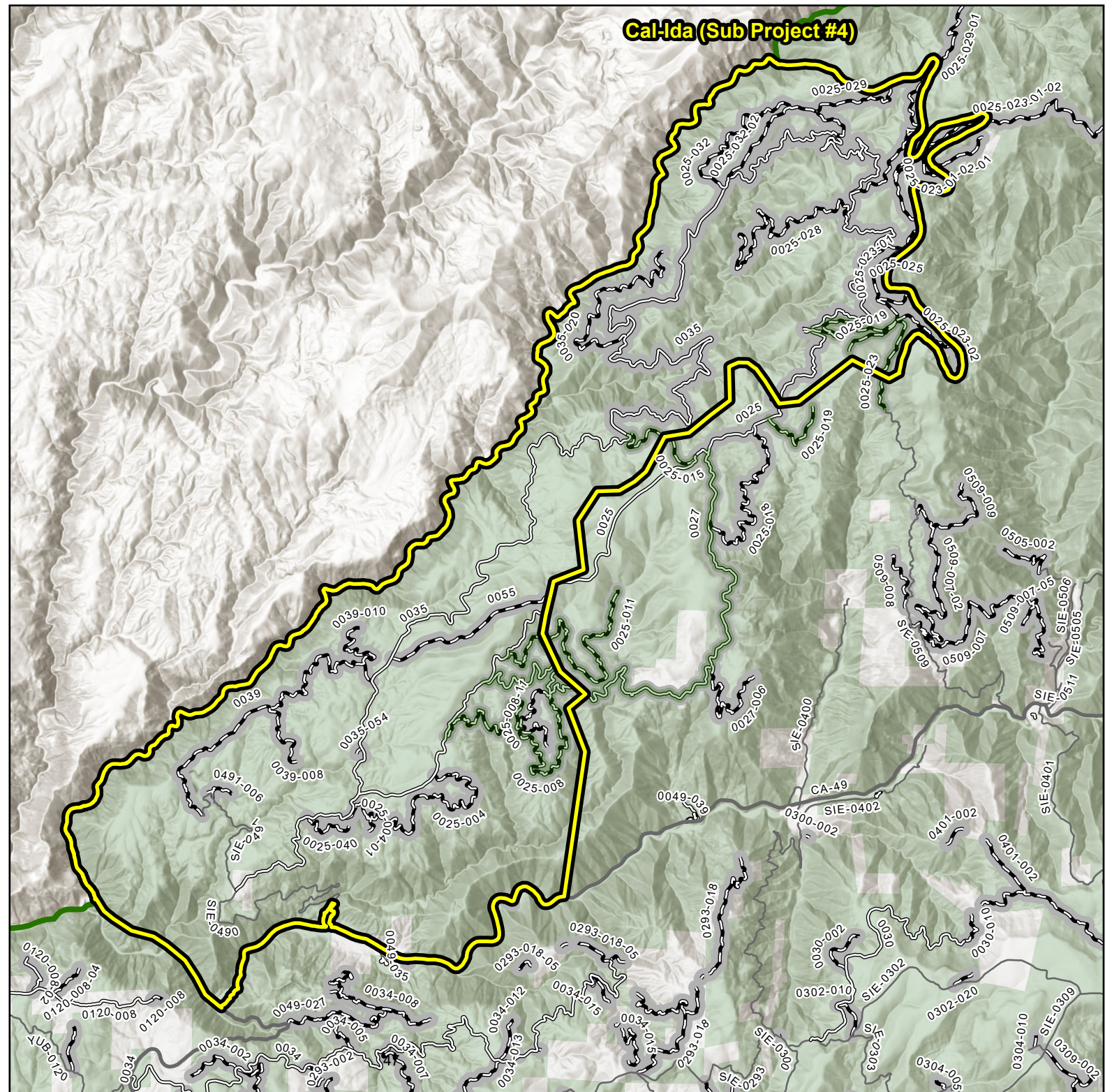
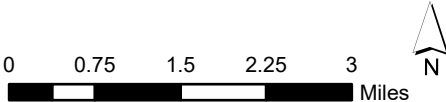
- 1) ROD III Cal-Ida MVUM Roads Map
- 2) NYLRP ROD III – Cal-Ida Survey Planning, Topography
- 3) NYLRP ROD III – Cal-Ida Survey Planning, LIDAR

Suggestion for maps: please open this RFB in a PDF reader such as Adobe Acrobat and zoom in on the maps provided in this Exhibit for best viewing.

- 1 Roads Open to All Vehicles, Yearlong
- 2 Roads Open to All Vehicles, Seasonal
- 3 Roads Open to Highway Legal Vehicles Only, Yearlong
- 4 Roads Open to Highway Legal Vehicles Only, Seasonal
- 12 Special Designation, Seasonal
- 13 Interstate
- 14 State or US Highway
- 15 Other Public Roads

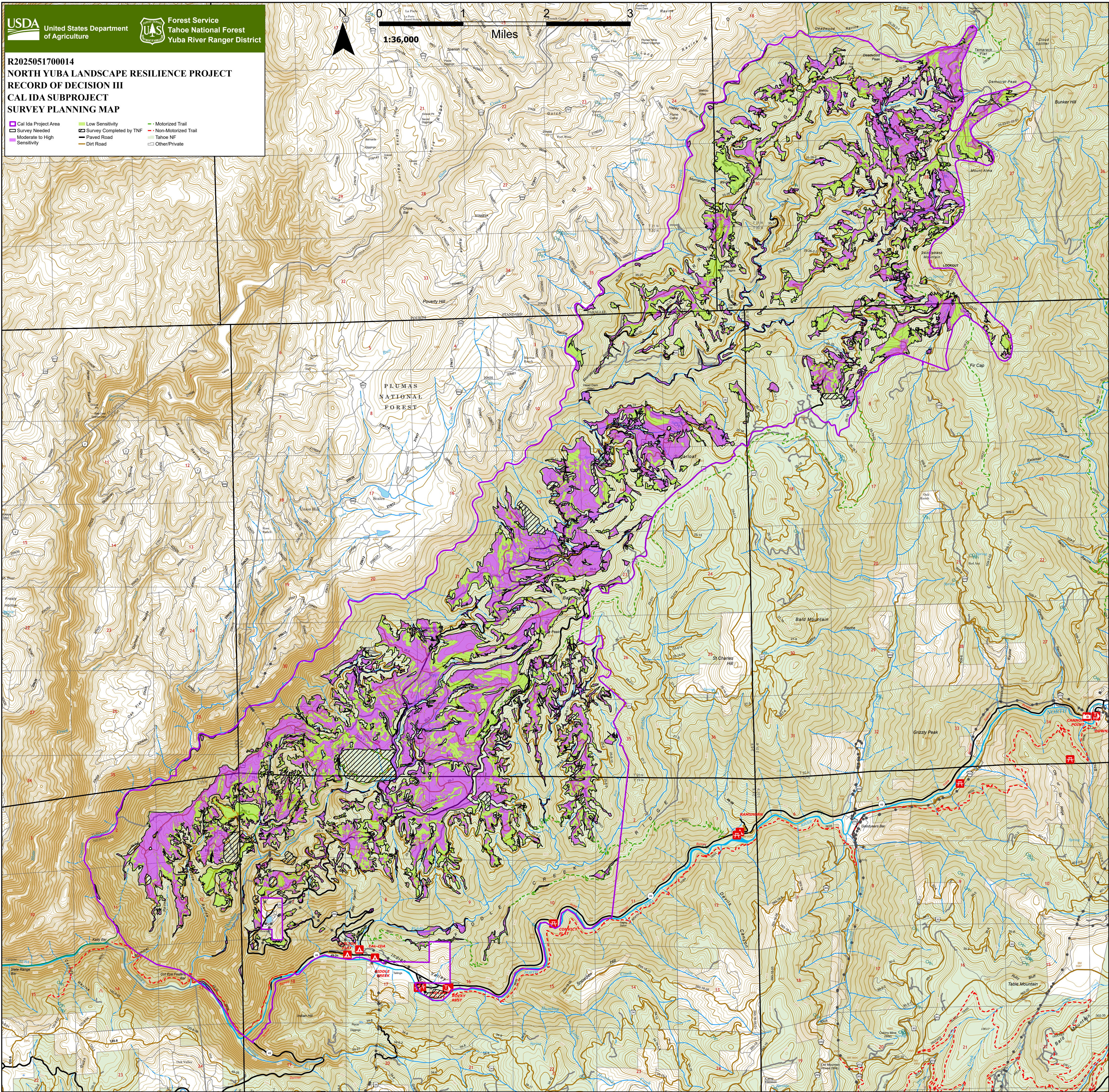
 Sub-Project Boundaries
 Forest Boundary
 USDA Forest Service
 Non-FS

Roads highlighted in green have recently been cleared of debris and are ready for travel.



R2025051700014
NORTH YUBA LANDSCAPE RESILIENCE PROJECT
RECORD OF DECISION III
CAL IDA SUBPROJECT
SURVEY PLANNING MAP

- Cal Ida Project Area
- Survey Needed
- Moderate to High Sensitivity
- Low Sensitivity
- Survey Completed by TNF
- Paved Road
- Dirt Road
- Motorized Trail
- Non-Motorized Trail
- Tahoe NF
- Other/Private



R2025051700014
NORTH YUBA LANDSCAPE RESILIENCE PROJECT
RECORD OF DECISION III
CAL IDA SUBPROJECT
SURVEY PLANNING MAP

-  Cal Ida Project Area

 Survey Needed

 Moderate to High Sensitivity
-  Low Sensitivity

 Survey Completed by TNF

 Paved Road

 Dirt Road
-  Motorized Trail

 Non-Motorized Trail

 Tahoe NF

 Other/Private

