

**UPPER MOKELUMNE RIVER WATERSHED AUTHORITY**

**REQUEST FOR PROPOSAL (RFP No. 23-01)**

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

by

**12:00 p.m.**

on

**March 22, 2023**

via email to

**UMRWA**

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

E-mail Subject Line: "UMRWA No. 23-01 FPP Phase 1  
Botanical Field Surveys and Report"

# UPPER MOKELUMNE RIVER WATERSHED AUTHORITY

**RFP No. 23-01  
for  
Forest Project Plan Phase 1 - Botanical Surveys  
(CAL Fire Grant 8GG21607)**

## TABLE OF CONTENTS

<b>I.</b>	<b>STATEMENT OF WORK .....</b>	<b>3</b>
	A. PROPOSER QUALIFICATIONS .....	3
	B. SCOPE.....	3
	C. SPECIFIC REQUIREMENTS .....	5
	D. COVID-19 .....	12
<b>II.</b>	<b>AUTHORITY PROCEDURES, TERMS, AND CONDITIONS .....</b>	<b>12</b>
	A. RFP ACCEPTANCE AND AWARD.....	12
	B. EVALUATION CRITERIA/SELECTION COMMITTEE .....	13
	C. PRICING.....	15
	D. PROTESTS.....	15
	E. INVOICING .....	15
<b>III.</b>	<b>RFP RESPONSE SUBMITTAL INSTRUCTIONS AND INFORMATION .....</b>	<b>16</b>
	A. AUTHORITY CONTACTS.....	16
	B. SUBMITTAL OF RFP RESPONSE .....	16
	C. RESPONSE FORMAT .....	17

### ATTACHMENTS:

EXHIBIT A.	RFP RESPONSE PACKET
EXHIBIT B.	INSURANCE REQUIREMENTS
EXHIBIT C.	CONSULTING SERVICES AGREEMENT (Template)
EXHIBIT D.	PROJECT AREA MAPS
EXHIBIT E.	ENF PLANT LISTS
EXHIBIT F.	ENF PLANT OCCURRENCE FORM
EXHIBIT G.	ENF FINAL REPORT TEMPLATE
EXHIBIT H.	ENF GIS DATA ATTRIBUTE TABLE
EXHIBIT I.	ENF SESSION REPORT ASSESSMENT FORM

## **I. STATEMENT OF WORK**

### **A. PROPOSER QUALIFICATIONS**

1. Proposer shall possess all permits, licenses, and professional credentials necessary to perform services as specified under this RFP.
2. Proposer, Proposer's principal, or Proposer's staff working on the contract must meet the professional qualifications necessary to carry out the scope of work.

### **B. SCOPE**

The purpose of this solicitation is to acquire an environmental consulting firm to provide professional services to complete botanical field surveys, flag and document locations of sensitive plants and high-risk invasive weeds and compile a brief field survey report with maps.

Environmental consulting firm (Contractor) shall provide professional services to complete the required botanical field surveys prior to implementation of fuels reduction treatments in compliance with the NEPA Decision Memo for Forest Projects Plan (Phase 1) and Botanical Biological Evaluation for the Forest Projects Plan – Phase 1. The attached botanical field survey coverage map (Exhibit D – Map 1) displays locations of field surveys conducted in the project area in the last 5 years. Approximately 44 acres of the 2,420 project area have been surveyed within the last 5 years and will not require re-survey, however previously located plants will be flagged as described below under Specific Requirements.

The intent of the scope of work is to describe the specific services the Upper Mokelumne River Watershed Authority (Authority or UMRWA) is seeking. The Authority intends to award a contract to the Proposer(s) it determines best meets the Authority's requirements.

The term of the contract shall begin on the date the contract is executed by the Authority and terminates on December 31, 2024.

#### **PROJECT DESCRIPTION:**

The Forest Projects Plan (Phase 1) (CAL FIRE Grant 8GG21607) is an approximately 2,420-acre landscape level timber stand and wildlife habitat improvement and protection project located on Eldorado National Forest (ENF), Amador Ranger District lands, within the upper Mokelumne and South Fork American River watersheds. The project is designed to help prevent high-intensity, large-scale wildfires, improve forest conditions, and protect important wildlife habitat and other resources.

#### **TARGET SPECIES KNOWN IN THE PROJECT AREA:**

The following target species are known to exist in the Project Area proximity:

<b>Table 1. Target Species documented within the Forest Project Planning Area.</b>		
<b>SPECIES</b>	<b>Common Name</b>	<b>Status</b>
<i>Calochortus clavatus</i> var. <i>avius</i>	Pleasant Valley mariposa lily	FS Sensitive
<i>Lewisia kelloggii</i> var. <i>kelloggii</i>	Kellogg's Lewisia	FS Sensitive
<i>Lewisia kelloggii</i> var. <i>hutchisonii</i>	Hutchison's Lewisia	FS Sensitive
<i>Peltigera gowardii</i>	Veined water lichen	FS Sensitive
<i>Mimulus laciniatus</i>	Cutleaf monkey flower	ENF Watch List
<i>Botrychium simplex</i>	moonwort	ENF Watch List
<i>Aegilops triuncialis</i>	Barbed goatgrass	ENF Invasive Species
<i>Centaurea stoebe</i>	Spotted knapweed	ENF Invasive Species
<i>Centaurea solstitialis</i>	Yellow starthistle	ENF Invasive Species
<i>Chondrilla juncea</i>	rush skeletonweed	ENF Invasive Species
<i>Lepidium latifolium</i>	Perennial pepperweed	ENF Invasive Species
<i>Sorghum halepense</i>	Johnson grass	ENF Invasive Species

#### **ADDITIONAL POTENTIAL SPECIES & SPECIAL HABITATS WITHIN THE PROJECT AREA:**

**Sensitive Species:** *Allium tribracteatum*, *Botrychium* spp., *Bruchia bolanderi*, *Cypripedium montanum*, *Diplacus pulchellus*, *Helodium blandowii*, *Meesia uliginosa*, *Ophioglossum pusillum*, *Pinus albicaulis*

**Watchlist Species:** *Astragalus austinae*, *Bolandra californica*, *Carex davyi*, *Clarkia virgata*, *Corallorhiza trifida*, *Collomia tenella*, *Drosera anglica*, *Drosera rotundifolia*, *Dryopteris filix-mas*, *Eriophorum gracile*, *Myrica hartwegii*, *Piperia colemanii*, *Piperia leptopetala*, *Rhynchospora alba*, *Rhynchospora capitellata*, *Taxus brevifolia*,

**Invasive Species:** All invasive species on the Eldorado National Forest List and/or listed as a "Noxious Weed" by the state of California should be considered to have potential to occur in the fire area.

**Special Habitats:** Lava caps and meadows are present within the survey units. Fens are known in the general project area but have not been identified in any survey units.

## C. SPECIFIC REQUIREMENTS

### 1. PROJECT TASKS:

#### **Task 1: Project Mobilization and Pre-field Review**

**1a. Literature Review:** The Contractor shall review the literature and species ecology as well as all furnished data, including applicable documents, before developing the Survey Plan. The Contractor shall familiarize themselves with the known locations, habitats, flowering periods, and identification characteristics of the target species. The Contractor shall discuss any issues/concerns that surface with UMRWA and the Forest Service.

**1b. Presurvey Meeting/Reconnaissance:** Prior to the start of surveys the Contractor shall meet with the Forest Service Botanist and UMRWA to agree upon the survey plan, clarify protocols and expectations, and familiarize themselves with the Project area. The Contractor may also conduct a field reconnaissance of the survey area to familiarize themselves with the Project area. Prior to the presurvey meeting the Forest Service will provide copies of digital occurrence forms for known Sensitive plant occurrences in the survey area.

**1c. Survey Planning:** The Contractor shall consider the information gathered during the Literature Review and Presurvey Meeting/Reconnaissance to develop a draft survey plan, including how areas of suitable habitat will be targeted for survey and how occurrences within previously surveyed areas will be re-located. A discussion of the Contractor's anticipated use of Complete and Intuitive Survey Coverage, by habitat, is required with the Survey Plan.

The Survey Areas shall be organized into logical survey units of ~100 acres in size for survey reporting purposes. The Contractor shall design a Survey Map that shows the survey units within the Project Boundary on the Project Map. The Survey map shall be approved along with the rest of the Survey Plan by the UMRWA and FS Botanist before surveying.

#### **Task 1 Deliverables:**

**1.1. Survey Plan:** The Survey Plan shall include the: who, what, when, and where about the Contractor's Planned Survey Strategy. The Survey Plan shall be submitted for review at least five business days before the planned start of the survey. The Survey Plan shall be approved prior to the start of the survey. During the contract the Contractor shall keep all portions of the Plan up to date and all changes shall be submitted with the Session Reports, before being adopted.

At a minimum the Survey Plan contains the:

- a. **Schedule and Session Dates:** Contractor's anticipated work schedule including field session dates and the dates the session reports will be submitted, and other work commitments.
- b. **Work Progression:** The approximate order in which the project will be surveyed.
- c. **Organization:** A discussion of crew organization and the introduction of new surveyors that were not in the solicitation proposal.

- d. **Equipment:** A discussion of the transportation and other equipment.
- e. **Emergency Measures:** Discussion of emergency measures and communications between office and field.
- f. **Survey map:** The Survey map (1:24,000), with Contractor designated survey units, and planned complete and intuitive coverages.

## **Task 2: Field Surveys, Flagging Sensitive Plants and Invasive Weeds, and Data Collection**

The project implementation area is 2,420 acres and, of this, 44 acres has been field surveyed for botanical resources in the last 5 years. The 44 acres previously surveyed do not require field surveys but sensitive plants and high-risk invasive species in this area will need to be located and flagged for avoidance. The remaining 2,376 acres requires field surveys and flagging (see Exhibit D – Map 1 showing survey coverage areas in the last 5 years).

Following approval of the Survey Plan, the Contractor shall conduct a thorough pedestrian survey of the “Survey Area” for Target Species and Special Habitats; see Exhibit D – Project Maps and/or coverage files. Field surveys shall be conducted to the intensity necessary to discover the Target Species:

- a. Roadsides within and adjacent to units shall receive Complete Coverage (see DEFINITIONS) for invasive plants/noxious weeds within ~25’ of the roadside.
- b. All Special Habitats which are located within areas proposed for treatment shall receive Complete Coverage.
- c. Existing occurrences of target species will be revisited (monitored), and surrounding habitat shall receive Complete Coverage to ensure entire occurrence is correctly flagged.
- d. Habitat for watch list species will not be specifically targeted during surveys however if species are encountered while surveying for FS Sensitive plants, unique habitats, or noxious weeds, they would be documented and flagged after consulting with UMRWA and the Forest Service.
- e. Within the remainder of the Project Area, the Contractor shall survey with Intuitive Coverage, (see DEFINITIONS).

For the purposes of this project, **Group 1** and **Group 2** weeds on the ENF invasive plant list, and noxious weeds listed by the California Department of Food and Agriculture (CDFA) that have the **potential** to occur on the Eldorado National Forest should be mapped and flagged whenever they are seen within survey areas. Weeds in **Group 3** should only be mapped and flagged *when they are found as an isolated, leading edge of an infestation* (see Exhibit E invasive plant list for Group 3 infestations that are considered leading-edge for the project area). Many Group 3 weeds are widespread and will not be mapped/flagged in the vast majority of the project area.

Occurrences shall be recorded, up to 100 feet outside of unit boundaries, on Government land. Species nomenclature shall follow the Jepson Manual; or

abbreviations shall follow the Natural Resource Conservation Service (NRCS) National Plant Database symbol protocol from the NRCS website.

The Contractor shall survey for Target Species and Special Habitats, delineating both in the field as described below:

- a. Hang two-foot long strips of Pink/Green flagging every ~25 feet around special habitats and occupied suitable habitat for Sensitive plants that are located within units, within 100 feet outside unit boundaries, and within 25 feet of project road edges and staging areas (sub-occurrences outside 100 feet of unit boundaries or 25 feet of project road edges will not be flagged). If suitable habitat is identified when target species is not identifiable (i.e. moonworts) then the suitable habitat will be flagged and recorded as potential occupied habitat.
- b. Hang two-foot long strips of orange "Noxious Weed" flagging every ~25 feet around perimeter of existing and new priority invasive species sub-infestations (Group 1, 2, and leading-edge Group 3) within units, within 100 feet outside of unit boundaries, and within 25 feet either side of project road edges and staging areas (see Exhibit E invasive plant list). If plants cannot be located at time of field visit, the last known area will be flagged based on GPS data provide by UMRWA and the Forest Service.
- c. Label one set of flagging nearest the logical access point to the site perimeter with the occurrence number, date, Species code, and Surveyor's initials.
- d. GPS the perimeter of each occurrence/infestation or Special Habitat, on discovery, and submit as an ArcGIS shapefile.

Flags shall be hung as near to eye height as possible and be intervisible. The informational flag shall be inscribed with the Contractor's occurrence number, the date, Species code, and Surveyor's initials, in permanent black ink.

Survey areas, Target species (rare and invasive plants), photo points, and special habitats shall be recorded in the field using suitable GPS equipment. GPS'd features shall be attributed in accordance with the provided attribute table template. There should be one polygon shape file for all like data collected. For example: one polygon file for invasive plant infestation boundaries. Points may be collected in the field but they shall be appropriately buffered and submitted as an ArcGIS polygon shapefile only. The GPS should have an accuracy of at least 5m. The mapped locations shall be recorded in the following coordinate system: NAD 1983, CONUS, UTM Zone 10, and meters.

## **Task 2 Deliverables:**

**2.1. Session Reports:** Session Reports are required during field surveys. A Session Report covers the previous session (see DEFINITIONS). Session Reports shall be submitted to UMRWA and the Forest Service no later than four days after the end of the session; email is required. The required assessment form and ArcGIS layers are due at the same time and shall be sent electronically.

The Session reports shall include:

- a. **ArcGIS Layers:** Shapefiles for the perimeter of Target Species discovered during the previous session.
- b. **Updated Survey Plan:** Updates to the Survey Plan as necessary, submitted as an updated document.
- c. **Work Completed and Planned:** Discussion of work completed and work planned for the next session.
- d. **Changes:** Discussion of any techniques used and work completed that differed from the Survey Plan, including discussion of any issues that arose and proposed remedies.
- e. **Photos:** At the government's request only, the Contractor shall electronically submit any requested photos of Target Species discovered during previous sessions.

**2.2. Field Forms:** The Contractor shall complete one Occurrence Monitoring Form for each Sensitive plant occurrence discovered or revisited. If polygons are <100 feet apart they can be merged into a multipart polygon. For polygons >100 feet but <0.25 mile apart the site should be assigned a sub-unit identification, i.e., CACLA-001\_01 and CACLA-001\_02. These forms are due within two weeks after completion of the field surveys and will be submitted in digital format. The forms shall be legible and complete.

**2.3. GIS Layers:** A set of complete final shapefiles for discovered Target Species, special habitats, and area surveyed are due within two weeks after completion of the field surveys. Following attached GIS template.

**2.4. Photos:** Photos should be taken to document new Sensitive plant occurrences and Invasive plant infestations. Photos should include at least 1 photo where the target plant is identifiable, and additional photos of surrounding landscape to assist with future efforts to relocate the site. All photos taken during field surveys and to document new occurrences shall be submitted electronically within two weeks after completion of field surveys.

### **Task 3: Field Survey Report**

Contractor shall prepare a brief draft botanical field survey report describing the results of the field surveys by October 3<sup>rd</sup>. UMRWA and the Forest Service shall have 7 days to review these documents. The Report shall follow the template provided by UMRWA and include the following:

- a. The draft report shall include copies of rare plant monitoring forms.
- b. Draft GIS data following provided attribute templates.

### **Task 3 Deliverables:**

**3.1. Final Survey Report and GIS data:** A final inventory report will be prepared that has addressed any comments provided to the Contractor by UMRWA and the Forest Service. It shall include the final sets of rare plant occurrence forms, GIS data, and photographs.



Contractor shall provide 2 electronic copies of the final report, one as a Word document and the other as a PDF. All final GIS data shall be provided to the ENF as shapefiles.

## 2. BACKGROUND MATERIALS AND MAPS

The following attached Project Maps, Lists, and Forms (Exhibits D through I) are intended to assist with describing and clarifying the scope of work. See corresponding details below for more information about what is included in each.

- **Map 1: Botany survey coverage < 5 years old (2019-2022).**
- **Map 2: Sensitive plant locations** within the implementation project boundary: table inset included in map summarizes total acreage of each known sensitive plant species. These species need to be re-located, flagged and locations documented electronically.
- **Map 3: Invasive plant locations** within the implementation project boundary: table inset included in map summarizes total acreage of each known invasive plant species. These species need to be re-located, flagged for avoidance and locations documented electronically.
- **GIS Data Attribute templates**
- **Session report electronic assessment form**
- **Forest Service Sensitive and Watch lists**
- **Forest Service Invasive Plant list (known species for project area identified with flagging requirements highlighted)**
- **Sensitive Plant occurrence form templates**
- **Final Report Template**

## 3. DEFINITIONS

**Complete Coverage:** Survey Units shall be surveyed by walking transects that are close enough together that the next transect is clearly visible and all of the areas have been examined thoroughly.

**Infestation:** Invasive plants of the same species estimated to be separated by less than a quarter mile are considered the same infestation. Within an infestation, sub-infestations are separated by more than ~100 feet, accounting for local site conditions and connectivity of suitable habitat.

**Intuitive Coverage:** Survey Units shall be surveyed by walking transects, which cover a representative cross section of all major features and habitats within the unit. Habitats with low potential for Target species shall have at least 10% of the area covered with transects. Habitats identified as having a high to moderate potential for Target species shall have at least 75% of the area covered by transects.

**Isolated Leading Edge:** Infestations of Group 3 species that are geographically isolated from larger more established infestations within the Forest boundary. Leading edge infestations vary for each target species but tend to occur on the eastern edge of the species current distribution as distinct satellite infestations, and due to their spatial isolation, could be targeted for future treatment.

**Occurrence:** Sensitive & Watchlist plants of the same species estimated to be separated by less than a quarter mile are considered the same occurrence. Within an occurrence, sub-occurrences are separated by more than ~100 feet, accounting for local site conditions and connectivity of suitable habitat.

**Perimeter:** The extent of target species polygons is the furthest site-defining attribute or target species plus one meter.

**Target Species:** Target Species include the following vascular plant species:

- Listed as Endangered, Threatened, and Proposed on the U.S. Fish and Wildlife Service List,
- Any Species with status for California on the US Forest Service Region 5 Sensitive Plant list,
- Any plant found on the US Fish and Wildlife Service Quarterly Species List for National Forests,
- Watchlist Species on the ENF List,
- Invasive Species on the Eldorado National Forest List,
- Any Noxious Weed listed by the California Department of Food and Agriculture.

**Session:** The time spent in the field gathering data. Session lengths are decided by the Contractor. Sessions shall be discussed in the Pre-Work Meeting/Survey Plan and shall be between 1 and 10 continuous days.

**Special Habitats:** Special Habitats are defined as including areas predominated by lava caps, fens, seeps, springs, and vernal pools. Special Habitats also include stands of unique plant species assemblages, plant associations, or communities that are found to be uncommon or azonal within the project area.

**Survey:** A pedestrian examination in search of Target Species, including the recognition of special habitats. In addition to the pedestrian examination, surveying includes all the tasks listed under Section VII-Field Surveys.

**Transect:** A ~linear strip of ground where the surveyor can see the Target Species by walking down the center and looking left and right. The effective transect width is dependent on the surveyor's skills, experience, and eyesight.

#### 4. SITE VISIT

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

#### 5. ESTIMATED START DATE & SCHEDULE

- Contractor conducts botanical field surveys: June 1 (or as soon as possible) –August 2023
- Contractor prepares draft field survey report: By September 30, 2023
- UMRWA/USFS provide comments on draft report: By October 10, 2023
- Contractor completes revisions and provides the Final Survey Data and Report back to UMRWA: By October 25, 2023

- Contract Termination date is December 31, 2024 to allow for unforeseen delays and/or additional survey areas added by mutual agreement

## 6. RESTRICTIONS ON WORK

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

- When UMRWA, the ENF or Contractor determines that adverse weather or other conditions have made access too dangerous, where continued vehicular travel would cause unacceptable road damage or climatic conditions are unfavorable for continuation of work.

## 7. FIRE PREVENTION

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

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

Inspector	TBD		
Inspector	TBD		

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

Your Name

Call back telephone number

Project Name

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

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

**8. CAMPING AND HOUSING**

Camping is not permitted in US Forest Service campgrounds. Contractor may be permitted to camp elsewhere on US Forest Service land upon approval by the Amador Ranger District in accordance with a camping use permit.

**9. CONTRACTOR FURNISHED EQUIPMENT**

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

**10. FURNISHED PROPERTY**

The Forest Service shall provide plant lists, forms, templates, and known site locations as described above under 2. BACKGROUND MATERIALS AND MAPS. The Forest Service shall also provide pink, green, and "Noxious Weed" flagging to the Contractor.

**D. COVID-19**

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

**II. AUTHORITY PROCEDURES, TERMS, AND CONDITIONS**

**A. RFP ACCEPTANCE AND AWARD**

1. RFP responses will be evaluated by an UMRWA/USFS committee and will be scored/ranked in accordance with the RFP section entitled "Evaluation Criteria/Selection Committee."

2. The committee will recommend award to the Proposer that it determines is best qualified to perform the work described in this RFP. Award may not necessarily be made to the Proposer with the lowest overall cost.
3. The Authority reserves the right to award to a single or to multiple Proposers, dependent upon what is in the best interest of the Authority.
4. The Authority reserves the right to award contracts for any or all survey areas.
5. The Authority has the right to decline to award this contract or any part of it for any reason.
6. Any specifications, terms, or conditions issued by the Authority, or those included in the Proposer's submission, in relation to this RFP, may be incorporated into any contract that may be awarded as a result of this RFP.
7. Award of contract. The right is reserved to reject any or all proposals, or to accept one part of a proposal and reject the other, unless the bidder stipulates to the contrary, and to waive technical defects, as the interest of the Authority may require.

**B. EVALUATION CRITERIA/SELECTION COMMITTEE**

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

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

	<b>Evaluation Criteria:</b> Each Proposer's project approach will be evaluated based on the entire set of factors listed below in A through D.
<b>A.</b>	<p><b>Approach and Technical Criteria:</b></p> <ol style="list-style-type: none"> <li>1. <b>Approach:</b> Has the Proposer demonstrated a thorough understanding of the purpose, scope, and specific requirements of the project? Additional credit may be given for the identification and planning for mitigation of schedule risks that the Proposer believes may adversely affect any portion of the Authority's schedule such as accounting for fire danger shutdowns, weather, or employee/public safety factors.</li> <li>2. <b>Schedule:</b> The likelihood that the Proposers' implementation plan and schedule will meet the Authority's Estimated Start Date and Schedule based on the daily</li> </ol>

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

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

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

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

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

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

#### C. PRICING

1. Prices quoted shall be firm for the term of any contract that may be awarded pursuant to this RFP.
2. All prices quoted shall be in United States dollars.
3. Pricing for the survey (Task 2) shall be made on a per acre basis.
4. Proposers are advised that in the evaluation of cost, if applicable, it will be assumed that the unit price per acre quoted is correct in the case of a discrepancy between the unit price and extended price.

#### D. PROTESTS

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

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

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

#### E. INVOICING

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

### III. RFP RESPONSE SUBMITTAL INSTRUCTIONS AND INFORMATION

#### A. AUTHORITY CONTACTS

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

#### B. SUBMITTAL OF RFP RESPONSE

1. Late responses will not be accepted.
2. RFP responses will be received by electronic mail (“e-mail”) only at the address listed below by no later than 12pm on the Proposal due date specified on page 1 of this RFP:  
[kkahling.landmark@outlook.com](mailto:kkahling.landmark@outlook.com)
3. Any RFP response received after that time or date, or at a place other than the stated address cannot be considered. All RFP responses must be received and time stamped at the stated email address by the time designated. The Authority's timestamp shall be considered the official timepiece for the purpose of establishing the actual receipt of RFP responses. The Authority will reply to the Proposer’s e-mail submission upon receipt of an RFP response.
4. The email subject line must contain “UMRWA No. 23-01 FPP Phase 1 Botanical Field Surveys and Report.”
5. Proposers are to submit one (1) original electronic RFP response (Exhibit A – RFP Response Packet, including all additional documentation, all with original ink signatures. RFP responses are to be sent as one (1) combined .pdf file.
6. All costs required for the preparation and submission of an RFP response shall be borne by the Proposer.
7. Proposer expressly acknowledges that it is aware that if a false claim is knowingly submitted (as the terms “claim” and “knowingly” are defined in the California False Claims Act, Cal. Gov. Code, §12650 et seq.), the Authority will be entitled to civil remedies set forth in the California False Claims Act.
8. The RFP response shall remain open to acceptance and is irrevocable for a period of 90 days, unless otherwise specified in the RFP documents.
9. It is understood that the Authority reserves the right to reject any or all RFP responses.



**C. RESPONSE FORMAT**

- 1. Proposers shall not modify any part of Exhibits A, B, or C, or qualify their RFP responses. Proposers shall not submit to the Authority a re-typed or otherwise re-created version of these documents or any other Authority-provided document.**

RFP responses, in whole or in part, are NOT to be marked confidential or proprietary. The Authority may refuse to consider any RFP response or part thereof so marked. RFP responses submitted in response to this RFP may be subject to public disclosure. The Authority shall not be liable in any way for disclosure of any such records.

**EXHIBIT A**  
**RFP RESPONSE PACKET**  
**RFP No. 23-01: FPP – Phase 1 Botanical Field Surveys and Report**

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

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

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

**RFP RESPONSE PACKET GUIDELINES**

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

## PROPOSER INFORMATION AND ACCEPTANCE

1. The undersigned declares that all RFP documents, including, without limitation, the RFP, Addenda, and Exhibits, have been read and that the terms, conditions, certifications, and requirements are agreed to.
2. The undersigned is authorized to offer, and agrees to furnish, the articles and services specified in accordance with the RFP documents of RFP No. 23-01.
3. The undersigned acknowledges acceptance of all addenda related to this RFP. List Addenda for this RFP on the line below:

Addendum #	Date

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

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

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

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

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

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

Type of Entity / Organizational Structure (check one):

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

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

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

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

Primary Contact Information:

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

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

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

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

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

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

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

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

## PROPOSAL

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

### 1) Approach and Technical Criteria:

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

### 2) Relevant Experience:

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

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

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

**4) Exceptions, Clarifications, Amendments:**

- a) The RFP response shall include a separate section calling out all clarifications, exceptions, amendments, and concerns with specifications affecting bid, if any, to the RFP and associated RFP documents, which shall be submitted with the proposer’s RFP response using the template in the “Exceptions, Clarifications, Amendments” section of this Exhibit A – RFP Response Packet.
- b) THE AUTHORITY IS UNDER NO OBLIGATION TO ACCEPT ANY EXCEPTIONS, AND SUCH EXCEPTIONS MAY BE A BASIS FOR RFP RESPONSE DISQUALIFICATION.**

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

Bid Sheet

TASK	UNIT	ESTIMATED NUMBER OF UNITS	UNIT PRICE	EXTENDED PRICE
Task 1: Project Mobilization and Pre-field Review	Lump Sum	N/A	N/A	
Task 2: Field Surveys, Flagging Sensitive Plants and Invasive Weeds, and Data Collection	Acre	<b>Up to 2,420<sup>1</sup></b> (Up to 2,376 acres of new survey plus locating previously surveyed sites within a 44-acres area)		
Task 3: Field Survey Report	Lump Sum	N/A	N/A	
<b>TOTAL PRICE</b>				

<sup>1</sup>Payment shall be based on actual acres surveyed on a per acre cost basis (refer to Exhibit C)

**DECLARATION OF LOCAL SERVICE PROVIDER**

**RFP No. 23-01: FPP – Phase 1 Botanical Field Surveys and Report**

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

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

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

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

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

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

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

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

## REFERENCES

### RFP No. 23-01: FPP – Phase 1 Botanical Field Surveys and Report

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

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

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

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

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

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

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



**EXCEPTIONS, CLARIFICATIONS, AMENDMENTS**

**RFP No. 23-01: FPP – Phase 1 Botanical Field Surveys and Report**

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

List below requests for clarifications, exceptions, and amendments, if any, to the RFP and associated RFP documents, and submit with your RFP response.

The Authority is under no obligation to accept any exceptions and such exceptions may be a basis for RFP response disqualification.

Reference to:			Description
Page No.	Section	Item No.	
p. 23	D	1.c.	<i>Proposer takes exception to...</i>

\*Print additional pages as necessary

## **EXHIBIT B**

### **INSURANCE REQUIREMENTS**

#### **RFP No. 23-01: FPP – Phase 1 Botanical Field Surveys and Report**

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

## EXHIBIT C

### CONSULTING SERVICES AGREEMENT (Template) RFP No. 23-01: FPP – Phase 1 Botanical Field Surveys and Report

THIS CONSULTING SERVICES AGREEMENT (“Agreement”) is entered into as of \_\_\_\_\_, 2023 by and between the UPPER MOKELUMNE RIVER WATERSHED AUTHORITY, a joint powers agency formed pursuant to the laws of the State of California (“Authority”) and \_\_\_\_\_ (“Contractor”).

#### RECITALS

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

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

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

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

#### 1. SERVICES TO BE RENDERED BY CONTRACTOR.

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

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

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

#### 3. CHANGES IN SCOPE OF SERVICES. Only the Authority’s Board of Directors or its designees have the authority to agree to any extension of time, change order, change in the scope of work, change in the contract price, or other term or condition affecting either Contractor’s or Authority’s duties set forth herein. Adjustments in compensation shall be determined through negotiation between the parties to the Agreement. Contractor acknowledges that no Authority staff person or Authority officer other than the Board of Directors or its designees directly authorized to negotiate this Agreement or any changes thereto have the

power to amend the terms and conditions of this Agreement. Any change not so authorized in advance in writing by the Board of Directors or such designee shall be null and void.

4. TERM OF AGREEMENT; TERMINATION. This Agreement shall terminate automatically on successful completion of the Work, or on December 31, 2024. Authority reserves the right to terminate this Agreement with or without cause on seven (7) days' written notice to Contractor. In the case of such early termination, Contractor shall be paid for all services rendered in accordance with the terms and provisions of this Agreement up to the effective date of termination, up to the maximum fee prescribed for any task.
5. COMPENSATION TO CONTRACTOR. The Contractor shall submit monthly invoices indicating work completed and progress toward completion of each task. Invoices are to be sent electronically, in the form of a PDF file, to \_\_\_\_\_. Compensation to Contractor shall be paid on a Lump Sum (Tasks 1 and 3), or Per Acre (Task 2) basis for acres actually completed, in performance of the Work. In no event shall compensation for completion of the Work exceed the Total Fee amount of \$ \_\_\_\_\_ as set forth in Exhibit B, Budget, attached and incorporated by this reference.
6. SUPERVISION OF THE WORK.
  - 6.1 Contractor shall be solely responsible for all methods, techniques, sequences and procedures, and shall coordinate all portions of the Work. Authority shall deal only through Contractor, who shall be responsible for the proper execution of the entire Work.
  - 6.2 Contractor shall be responsible to Authority for the acts and omissions of Contractor's employees, subcontractors, and their agents and employees, and any other persons performing any of the Work under a contract with Contractor.
7. ASSIGNMENTS. Contractor may not assign, subcontract, or transfer its interest in this Agreement without the written consent of Authority.
8. CONTRACTOR NOT EMPLOYEE OF AUTHORITY. It is understood that Contractor is not acting hereunder as an employee of Authority but solely as an independent contractor. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of Authority. Except as expressly provided in this Agreement, Contractor has no authority or responsibility to exercise any rights or power vested in Authority. It is understood by both Contractor and Authority that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or a joint venture.
9. LICENSES, ETC. Contractor represents to Authority that it or its principals have all licenses and qualifications, of whatsoever nature, that are legally required for Contractor to practice its profession and to perform the Work. Contractor agrees that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement any license that is legally required for Contractor or its principals to practice its profession and perform the Work. Contractor further agrees that any subcontractor engaged by Contractor to perform a portion of the Work shall similarly possess all licenses and qualifications of whatsoever nature that are legally required for the subcontractor to perform the portion of the Work that is the subject of the subcontract at issue.
10. INSURANCE.
  - 10.1 Contractor shall take out and maintain at all times during the performance of any work to be done under the terms of this Agreement a policy or policies of insurance as follows:
    - 10.1.1 General Liability – Commercial General Liability Insurance of not less than One Million

Dollars (\$1,000,000) combined single limit per occurrence for bodily injury and property damage, including but not limited to endorsements for the following coverage: Premises, personal injury, products and completed operations, blanket contractual and independent contractor's liability.

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

10.6.4 If coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase “extended reporting” coverage for a minimum of four (4) years after completion of contract work.

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

12. OWNERSHIP OF DOCUMENTS.

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

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

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

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

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

To Contractor: Contractor name  
Title  
Address

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

With a copy to:  
  
Gregory Gillott, Authority Counsel  
810 Court Street  
Jackson, CA 95642

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

17. PROJECT PERSONNEL. Contractor shall not change key project personnel without advising the Authority.
18. CONFLICT OF INTEREST. Contractor represents that it presently has no interest and covenants that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of the Work. Contractor further agrees that in the event the Contractor hires anyone with a conflict during the performance of this Agreement proper precautions will be taken to segregate the work so that the person with the conflict has no knowledge of or influence over the performance of the work under our contract.
19. CONTRACT EXECUTION. Each individual executing this Agreement on behalf of Contractor represents that he or she is fully authorized to execute and deliver this Agreement.
20. CONSTRUED PURSUANT TO CALIFORNIA LAW. The parties hereto agree that the provisions of this Agreement will be construed pursuant to the laws of the State of California.
21. INCORPORATION OF AGREEMENTS AND AMENDMENTS. This Agreement contains all agreements of the parties with respect to any matter mentioned herein. No other Agreement or understanding pertaining to any such matter shall be effective unless in writing signed by the party to be charged. This Agreement may be modified by the parties hereto only in writing and signed by both parties.
22. SEVERABILITY. The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.
23. TIME OF ESSENCE. Time is hereby expressly declared to be the essence of this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.
24. INFORMATION PROVIDED BY CONTRACTOR. Contractor shall be entitled to reasonably rely upon the information provided by Authority, Authority's representatives, or from generally accepted sources without independent verification except to the extent such verification is expressly included in the scope of services; provided, however, that Authority reserves the right to require verification if Authority has good cause to believe that Contractor's sources are incorrect.

25. INVOICING AND PAYMENT. Contractor shall submit, as noted in paragraph 5 above, monthly invoices for work performed. With each invoice the Contractor will submit a progress report that indicates the budget status of each task. No retention shall be required. Payment of all undisputed charges shall be made by the Authority within 30 days of receipt of the invoice. Disputed charges, along with supporting documentation that demonstrates the reasonableness of the dispute, must be communicated to the Contractor within 30 days of receipt of the invoice. In the event payment for undisputed charges has not been made within 30 calendar days from the date of the invoice, Contractor may, giving 7 calendar days written notice and without penalty or liability of any nature, and without waiving any claim against Authority, suspend all or part of the services. In order to defray carrying charges resulting from delayed payments, simple interest at the rate of 1.5 percent per month, not to exceed the maximum rate allowed by law, may be added to the unpaid balance of each invoice, after 90 calendar days from the date of the invoice.
26. EXECUTIVE ORDER N-6-22. Contractor agrees to comply with the Governor’s Executive Order regarding economic sanctions imposed in response to Russia’s actions in Ukraine. These include, but are not limited to, the federal executive orders identified in Executive Order N-6-22 and the sanctions identified on the U.S. Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctionsprograms-and-country-information/ukraine-russia-related-sanctions>).

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

<p>UPPER MOKELUMNE RIVER WATERSHED AUTHORITY:</p> <p>BY: _____ Richard Sykes, Executive Officer</p>	<p>CONTRACTOR: XXXXXXXXXXXXXX</p> <p>BY: _____</p> <p><u>Federal Tax I.D. No.:</u></p>
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**Consulting Services Agreement**

**Exhibit A  
Scope of Work**

**(As described in this RFP to be added at Contract award)**

**and**

**Exhibit B  
Budget**

**(Contractor's Bid Form)**

**EXHIBIT D**

**PROJECT AREA MAPS**

**Forest Projects Plan (FPP) Phase 1  
Implementation, CAL FIRE 8GG21607  
Map 1: Botany Survey Coverage  
(2019-2022)**

Eldorado National Forest, Amador Ranger District



SURVEY_ID	Activity	Acres
2019_UPPERCOLECREEK	Thinning (Manual)	0.6
2021_AMADOR_FUEL_BREAK	Thinning (Manual)	0.5
2021_UPPER_COLE	Thinning (Manual)	1
2019_UPPERCOLECREEK	Thinning (Mechanical)	1.8
2020_HMP MONITORING	Thinning (Mechanical)	4.7
2021_AMADOR_FUEL_BREAK	Thinning (Mechanical)	29.3
2021_UPPER_COLE	Thinning (Mechanical)	8.1

**Legend**

Surveys\_TESP\_IS (2019-present)

- SURVEY\_ID
- 2019\_UPPERCOLECREEK
- 2020\_HMP MONITORING
- 2020\_VIEW88
- 2021\_AMADOR\_FUEL\_BREAK
- 2021\_UPPER\_COLE

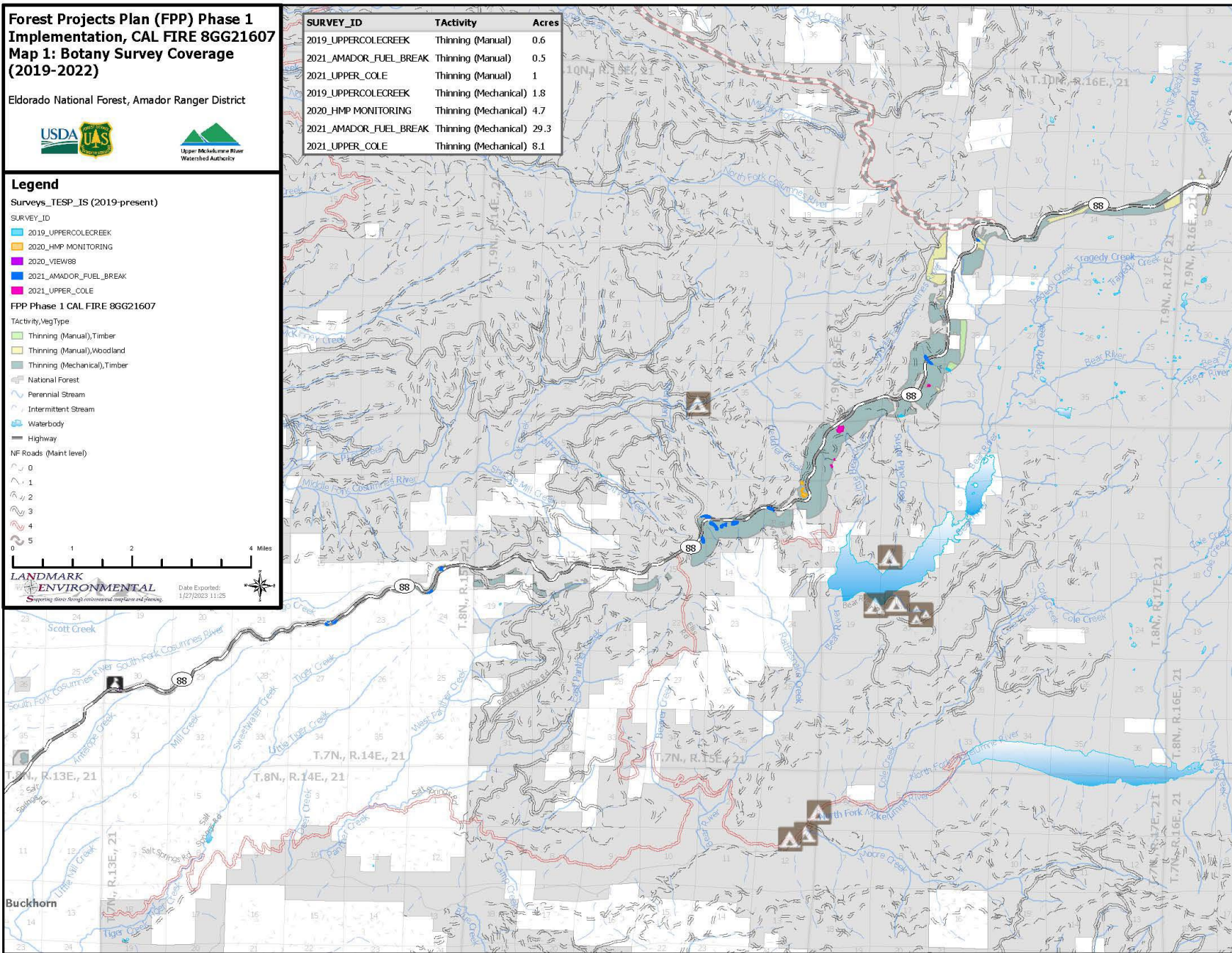
FPP Phase 1 CAL FIRE 8GG21607

- Activity,VegType
- Thinning (Manual),Timber
- Thinning (Manual),Woodland
- Thinning (Mechanical),Timber
- National Forest
- Perennial Stream
- Intermittent Stream
- Waterbody
- Highway
- NF Roads (Mant level)

- 0
- 1
- 2
- 3
- 4
- 5

LANDMARK ENVIRONMENTAL  
Supporting those through environmental compliance and planning

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**Forest Projects Plan (FPP)  
Phase 1 Implementation,  
CAL FIRE 8GG21607  
Map 2: Sensitive Plants**

Eldorado National Forest, Amador Ranger District





**Legend**

**Sensitive plants**

ACCEPTED\_1

- Calochortus clavatus var. avius
- Hydrothyrta venosa
- Lewisia kelloggii ssp. hutchisonii
- Lewisia kelloggii ssp. kelloggii

**FPP Phase 1 CAL FIRE 8GG21607**

Activity/VegType

- Thinning (Manual), Timber
- Thinning (Manual), Woodland
- Thinning (Mechanical), Timber

National Forest

Perennial Stream

Intermittent Stream

Waterbody

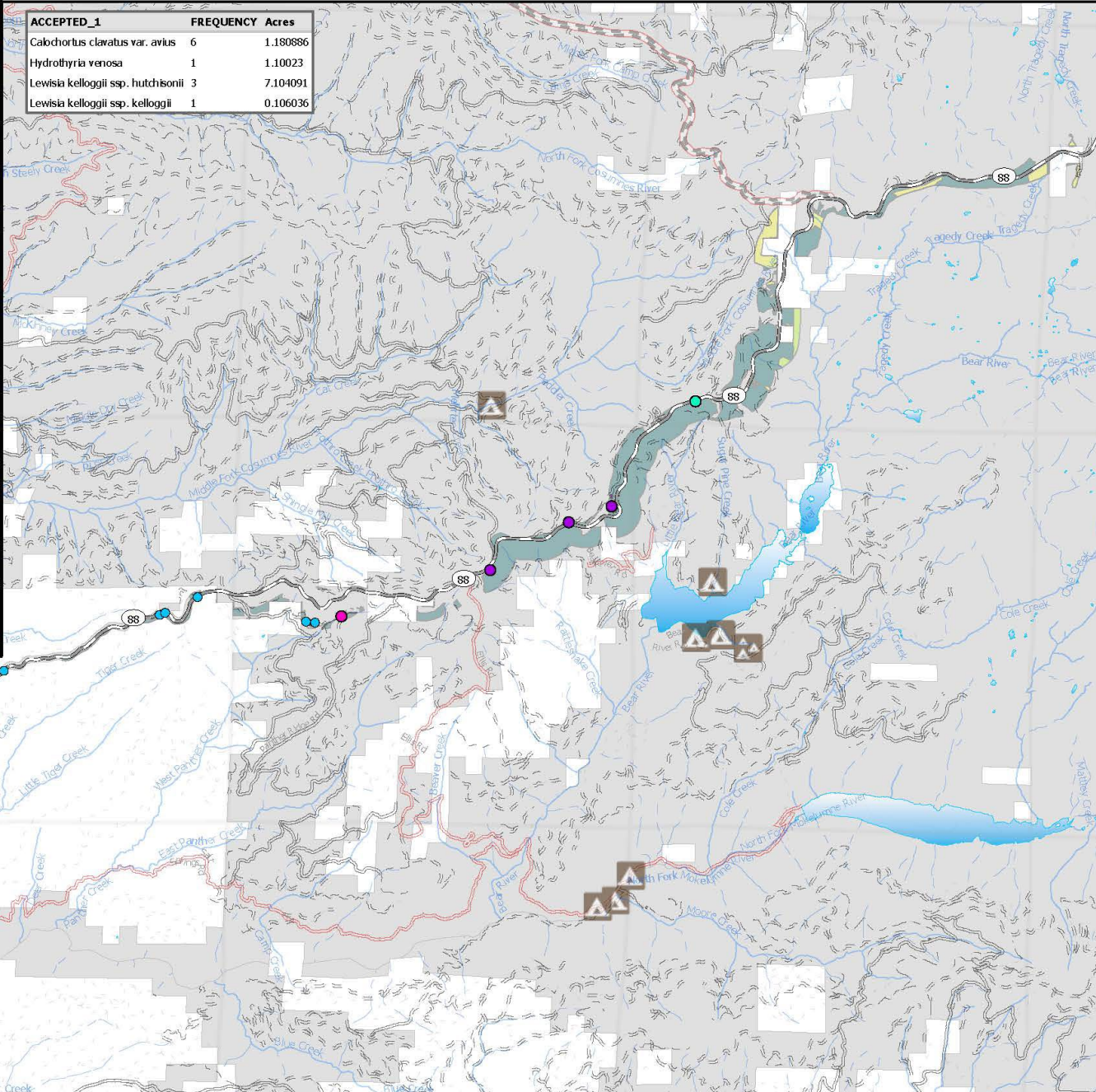
Highway

NF Roads (Maint level)

- 0
- 1
- 2
- 3
- 4
- 5

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ACCEPTED_1	FREQUENCY	Acres
<i>Calochortus clavatus</i> var. <i>avius</i>	6	1.180886
<i>Hydrothyrta venosa</i>	1	1.10023
<i>Lewisia kelloggii</i> ssp. <i>hutchisonii</i>	3	7.104091
<i>Lewisia kelloggii</i> ssp. <i>kelloggii</i>	1	0.106036



### Forest Projects Plan (FPP) Phase 1 Implementation, CAL FIRE 8GG21607 Map 3: Invasive Plants

Elorado National Forest, Amador Ranger District




#### Legend

**Invasive plants**

- ACCEPTED\_1
- Aegilops triuncialis
- Bromus tectorum
- Centaurea diffusa
- Centaurea solstitialis
- Centaurea stoebe ssp. micranthos
- Chondrilla juncea
- Hypericum perforatum
- Leucanthemum vulgare
- Mellilotus officinalis
- Salsola tragus
- Sorghum halepense

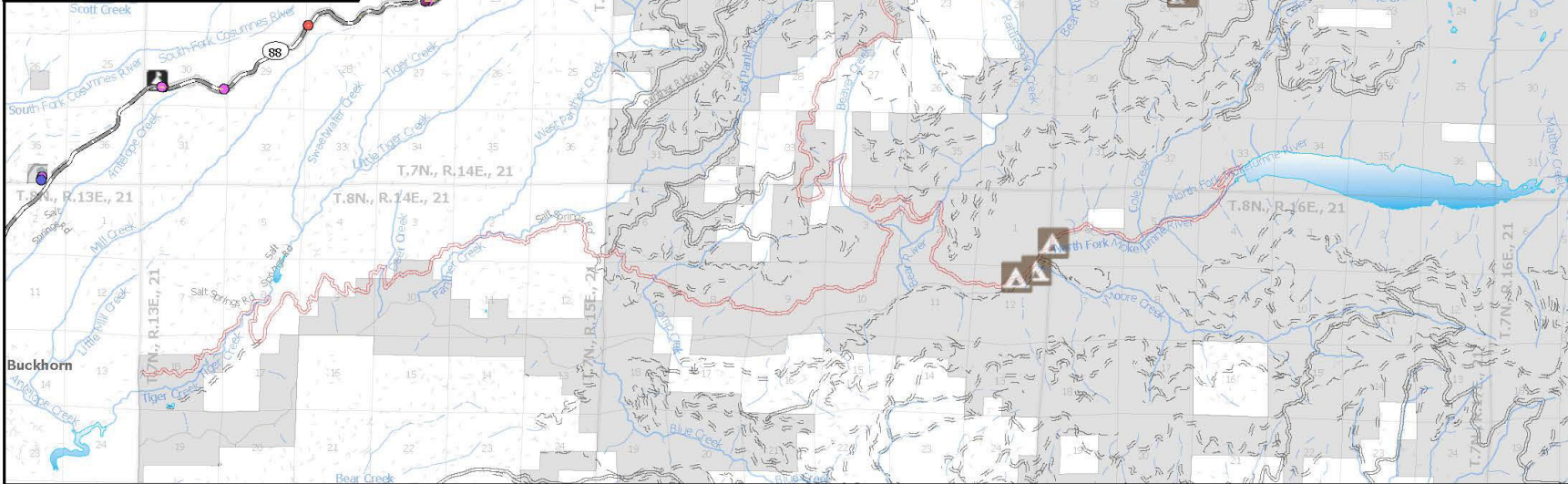
**Activity, Veg Type**

- Thinning (Manual), Timber
- Thinning (Mechanical), Timber
- National Forest
- Perennial Stream
- Intermittent Stream
- Waterbody
- Highway
- NF Roads (Maint level)
- 0
- 1
- 2
- 3
- 4
- 5

FPP Phase 1 CAL FIRE 8GG21607

LANDMARK ENVIRONMENTAL  
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ACCEPTED_1	COMMON_NAM	FREQUENCY	Acres
Aegilops triuncialis	barbed goatgrass	4	1.216083
Bromus tectorum	cheatgrass	1	1.138544
Centaurea diffusa	diffuse knapweed	4	0.126413
Centaurea solstitialis	yellow star-thistle	7	10.29245
Centaurea stoebe ssp. micranthos	spotted knapweed	5	0.576048
Chondrilla juncea	rush skeletonweed	2	0.127554
Hypericum perforatum	common St. Johnswort	12	11.372994
Leucanthemum vulgare	oxeye daisy	1	0.513568
Mellilotus officinalis	sweetclover	5	3.060998
Salsola tragus	prickly Russian thistle	1	0.248243
Sorghum halepense	Johnsongrass	1	0.074769



**EXHIBIT E**

**PLANT LISTS**

## 1. Invasive Plant List for the Eldorado National Forest 2/2/2022

**Group 1 (Eradicate):** Highly invasive species known to occur on the Eldorado National Forest. Species are uncommon and are a priority for inventory, control, and eradication. Infestations known to occur in the Forest Project Planning area are underlined.

*Acroptilon repens* Russian knapweed  
*Aegilops cylindrica* Jointed goatgrass  
*Ailanthus altissima* Chinese tree of heaven  
*Arundo donax* Arundo  
*Centaurea calcitrapa* purple starthistle  
*Centaurea diffusa* diffuse (white) knapweed  
*Centaurea stoebe* spotted knapweed  
*Cirsium arvense* Canada thistle  
*Dittrichia graveolens* stinkwort

*Descurainia sophia* herb sophia  
*Euphorbia oblongata* oblong spurge  
*Isatis tinctoria* dyer's woad  
*Lepidium latifolium* tall whitetop  
*Lepidium draba* whitetop  
*Lythrum salicaria* purple loosestrife  
*Potentilla recta* Sulfur cinquefoil  
*Sorghum halepense* Johnson grass

**Group 2 (Control):** Established or widespread species known to occur on the Eldorado National Forest. Inventory all infestations. Annually treat a portion of known infestations, focusing first on eradicating/containing isolated outlying infestations and, over time, reducing the footprint of larger, less isolated infestations. Infestations known to occur in the Forest Project Planning area are underlined.

*Aegilops triuncialis* barbed goatgrass  
*Carduus pycnocephalus* Italian thistle  
*Centaurea melitensis* tocalote  
*Centaurea solstitialis* yellow starthistle  
*Chondrilla juncea* rush skeleton weed

*Cytisus scoparius* Scotch broom  
*Elymus caput-medusae* medusahead  
*Foeniculum vulgare* Fennel  
*Genista monspessulana* French broom  
*Spartium junceum* Spanish broom

**Group 3 (Control):** Established or widespread species known to occur on the Eldorado National Forest. Inventory and treat isolated leading edge infestations or where concurrent with higher priority infestations (Highlighted species are considered leading edge for the Forest Planning Project).

*Brassica nigra* black mustard  
*Bromus tectorum* cheat grass  
*Chenopodium botrys* Jerusalem-oak goosefoot  
*Cirsium vulgare* bull thistle  
*Hedera helix* English Ivy  
*Hypericum perforatum* Klamath weed  
*Lathyrus latifolius* perennial sweet pea  
*Leucanthemum vulgare* Oxeye daisy  
*Melilotus alba* white sweet clover

*Melilotus officinalis* yellow sweet clover  
*Rubus armeniacus* Himalayan blackberry  
*Rubus laciniatus* cut leaf blackberry  
*Salsola tragus* Russian thistle/tumbleweed  
*Silybum marianum* milk thistle  
*Torilis arvensis* hedge parsley  
*Tribulus terrestris* puncture vine  
*Vinca major* periwinkle

**Group 4 (Manage through education and prevention):** Species are well established across forest or have minor economic or ecological impacts. Forest will use appropriate prevention and education measures to limit further spread.

*Bromus diandrus* ripgut brome  
*Bromus madritensis* var. *rubens* red brome  
*Conium maculatum* poison hemlock  
*Cynodon dactylon* Bermuda grass  
*Cynosurus echinatus* spiny dogtail  
*Dactylis glomerata* Orchard grass

*Festuca arundinacea* tall fescue  
*Hirschfeldia incana* mustard  
*Lychnis coronaria* rose campion/ mullein pink  
*Sisymbrium altissimum* Jim Hill mustard  
*Verbascum thapsus* mullein

**Potential invasives:** Species not yet found on the Eldorado National Forest. If found, infestations should be inventoried and targeted for eradication or control.

*Cardaria chalepensis* small whitetop  
*Cardaria draba* hoarycress  
*Cardaria pubescens* whitetop  
*Carduus nutans* musk thistle  
*Carthamus lanatus* Woolly distaff thistle  
*Centaurea pratensis* meadow knapweed  
*Centaurea sulphurea* Sicilian starthistle  
*Cortaderia selloana* pampas grass  
*Euphorbia esula* leafy spurge

*Linaria vulgaris* yellow toadflax  
*Nicotiana glauca* Tree tobacco  
*Onopordum acanthium* Scotch thistle  
*Phragmites australis* common reed  
*Polygonum cuspidatum* Japanese knotweed  
*Polygonum sachalinensis* Sakhalin knotweed  
*Sesbania punicea* Scarlet wisteria  
*Tamarix chinensis* Salt Cedar  
*Tanacetum vulgare* tansy  
*Ulex europaeus* Gorse

## 2. Threatened, endangered, and sensitive plants known to occur or with suitable habitat on the ENF and in the project area.

Species	Status <sup>1</sup>	On ENF <sup>2</sup>	Known in Project Area	Suitable Habitat in Project Area	Rationale For Determination Of No Suitable Habitat/No Effect
Three-bracted onion ( <i>Allium tribracteatum</i> )	S	P	No	Yes	Grows on open ridges with gravelly lahar soils (lava cap communities) in chaparral and lower & upper montane coniferous forests from ~ 3,300 to 10,000 feet in elevation.
El Dorado manzanita ( <i>Arctostaphylos nissenana</i> )	S	K	No	No	Grows on highly acidic slate and shale soils and is often associated with closed-cone conifer forest from about 1,400 to 3,600 feet.
Big-scale balsamroot ( <i>Balsamorhiza macrolepis</i> var. <i>macrolepis</i> )	S	P	No	No	Grows in chaparral, vernal moist meadows & grasslands, grasslands within oak woodland, and ponderosa pine forest below 4,600 feet.
Upswept moonwort ( <i>Botrychium ascendens</i> )	S	K	No	Yes	Grows in lower montane coniferous forest, meadows, and seeps from 4,900 to over 7,500 feet in elevation.
Scalloped moonwort ( <i>Botrychium crenulatum</i> )	S	K	No	Yes	Grows in fens, lower montane coniferous forest, meadows, seeps, and freshwater marshes from 4,900 feet to 10,500 feet in elevation.
Common moonwort ( <i>Botrychium lunaria</i> )	S	P	No	Yes	Grows in meadows, seeps, subalpine and upper montane coniferous forest from 7,450 feet to over 11,000 feet in elevation.
Mingan moonwort ( <i>Botrychium minganense</i> )	S	K	No	Yes	Grows in fens, lower and upper montane coniferous forest, meadows, and seeps from 4,900 to 6,750 feet.
Mountain moonwort ( <i>Botrychium montanum</i> )	S	K	No	Yes	Grows in lower and upper montane coniferous forest, meadows, and seeps from 4,900 feet to 7,000 feet in elevation.
Paradox moonwort ( <i>Botrychium paradoxum</i> )	S	K	No	Yes	Grows in lower and upper montane coniferous forest, meadows, and seeps from 4,900 feet to 7,000 feet in elevation.
Stalked moonwort ( <i>Botrychium pendunculosum</i> )	S	P	No	Yes	Grows in lower and upper montane coniferous forest, meadows, and seeps from 4,900 feet to 7,000 feet in elevation.
Bolander's bruchia ( <i>Bruchia bolanderi</i> )	S	K	No	Yes	Grows in meadows and fens in montane and subalpine communities from about 5,500 to 9,000 feet. Grows in ephemeral habitats such as erosional ditches or small streamlets through wet meadows.



Species	Status <sup>1</sup>	On ENF <sup>2</sup>	Known in Project Area	Suitable Habitat in Project Area	Rationale For Determination Of No Suitable Habitat/No Effect
Pleasant Valley mariposa lily ( <i>Calochortus clavatus</i> var. <i>avius</i> )	S	K	Yes	Yes	Grows in openings in mixed conifer & ponderosa pine forest, usually on ridgetops and south-facing slopes from 2,500 to 5,600 feet. There are numerous Occurrences along Weber Mill Road and 11N38G.
Mountain lady's slipper ( <i>Cypripedium montanum</i> )	S	P (H on inholding)	No	Yes	Grows in moist areas and upland sites with northerly aspects, loamy soils and shade, from 3,500 to 5,700 feet (generally <5,000 ft).
Branched Collybia ( <i>Dendrocollybia racemosa</i> )	S	K	No	No	Grows on remains of decayed mushrooms or occasionally in duff/leaf litter, in mid-mature to old-growth stands of mixed hardwood-conifer forests. Evidence of timber harvest at some extant occurrences.
Tahoe draba ( <i>Draba asterophora</i> var. <i>asterophora</i> )	S	H	No	No	Restricted to rocky ledges and talus slopes in subalpine and alpine habitats above 8,200 feet.
Cup Lake draba ( <i>Draba asterophora</i> var. <i>macrocarpa</i> )	S	K	No	No	Restricted to sandy slopes, rocky ledges, and talus slopes in subalpine and alpine habitats above 8,200 ft.
Tripod buckwheat ( <i>Eriogonum tripodum</i> )	S	K	No	No	Grows on serpentine soils in foothill and cismontane woodlands below 5,300 feet.
Blandow's bog-moss ( <i>Helodium blandowii</i> )	S	P	No	Yes	Grows in wet meadows, fens, & seeps in subalpine coniferous forest and alpine lakes from 6,100 to 9,000 feet.
Parry's horkelia ( <i>Horkelia parryi</i> )	S	K	No	No	Grows on stony, disturbed, slightly acidic soils in open chaparral and cismontane woodland below 3,400 feet.
Hutchison's lewisia ( <i>Lewisia kelloggii</i> ssp. <i>hutchisonii</i> )	S	K	Yes	Yes	Grows in openings in upper montane coniferous forest, often on slate soils and on soils that are sandy granitic to erosive volcanic from 4,800 to 7,000 feet.
Kellogg's lewisia ( <i>Lewisia kelloggii</i> ssp. <i>kelloggii</i> )	S	K	Yes	Yes	Grows on granitic and volcanic balds from about 5,000 to 8,000 feet.
Long-petaled lewisia ( <i>Lewisia longipetala</i> )	S	K	No	No	Restricted to subalpine & alpine slopes or basins with deep snow accumulations, above 8,200 feet.
Saw-toothed lewisia ( <i>Lewisia serrata</i> )	S	K	No	No	Restricted to steep, nearly vertical cliffs in inner gorges of perennial streams and rarely near seeps and intermittent streams. Grows between 2,800 and 4,800 feet in the American River watershed.
Broad-nerved hump-moss ( <i>Meesia uliginosa</i> )	S	P	No	Yes	Grows in permanently wet, primarily spring-fed meadows and fens in montane to subalpine coniferous forest from 4,200 to 9,200 feet.

Species	Status <sup>1</sup>	On ENF <sup>2</sup>	Known in Project Area	Suitable Habitat in Project Area	Rationale For Determination Of No Suitable Habitat/No Effect
Elongate Copper Moss ( <i>Mielichhoferia elongata</i> )	S	P	No	No	Grows on metamorphic, sedimentary, limestone, and serpentine rock outcrops that often contain copper or other heavy metals and that are seasonally moist or less commonly on moist soil. Usually in foothill woodland habitats dominated by oaks or chaparral and sometimes with scattered incense cedar, Douglas-fir, and ponderosa pine. Grows from sea level to 3550 feet.
Yellow-lip pansy monkeyflower ( <i>Diplacus pulchellus</i> )	S	K	No	Yes	Habitat is vernal wet to moist sites which are open and flat or slightly sloping. Typically found on lava caps but soils can be clay, volcanic, or granitic. Grows from 2,200 to 6,400 feet.
Yellow bur navarretia ( <i>Navarretia prolifera</i> ssp. <i>lutea</i> )	S	K	No	No	Grows in openings in or adjacent to mixed conifer forest or cismontane woodland on rocky ridgelines, saddles, or eroding ephemeral drainages from 2,300 to 5,000 feet.
Adder's tongue ( <i>Ophioglossum pusillum</i> )	S	P	No	Yes	Grows in moist habitat including wet meadows and roadside ditches.
Layne's ragwort ( <i>Packera layneae</i> )	T, S	K	No	No	Grows on rocky, gabbroic or serpentinitic soils in chaparral and cismontane woodland below 3,000 feet.
Veined water lichen ( <i>Peltigera gowardii</i> )	K	K	Yes	Yes	Grows on rocks in cold, unpolluted spring-fed streams without marked seasonal fluctuation. Submerged most of year. Peak flows must not scour the rocks & gravels where this species attaches. Located on the ENF in 2008.
Stebbins' phacelia ( <i>Phacelia stebbinsii</i> )	S	K	No	No	Grows on dry, open, rocky sites (bedrock outcrops, rubble or talus) on ledges or moderate to steep slopes and on damp, mossy inner gorges from 2,000 to 6,800 feet.
Olive phaeocollybia ( <i>Phaeocollybia olivacea</i> )	S	P (K on inholding)	No	No	Conifer and hardwood forests where it grows in the humus layer. Logging disturbance, when present, is not intense (e.g. clear-cut or patch-cut).
Whitebark pine ( <i>Pinus albicaulis</i> )	C, S	K	No	Yes	Whitebark pine typically occurs on cold and windy high elevation sites in western north America (7,000-12,000 feet).
Sierra blue grass ( <i>Poa sierrae</i> )	S	K	No	No	Grows in lower montane coniferous forest on steep, shady, moist slopes from 1,200 feet to 3,800 feet.

<sup>1</sup> T = Federally Listed as Threatened C = Federally Listed as Candidate; S = Forest Service Sensitive

<sup>2</sup> K = known to occur on ENF; P = suspected to occur on ENF; H = historic record on ENF

### 3. Eldorado National Forest Watch List Species- August 04, 2021

Species	Common Name	CNPS Ranking	Habitat	Distribution on Eldorado	Lower Elevation (ft)	Upper Elevation (ft)
<i>Allium sanbornii</i> var. <i>congdonii</i>	Congdon's onion	4.3	Serpentine outcrops	Traverse Creek	Up to 4,000	
<i>Allium sanbornii</i> var. <i>sanbornii</i>	Sanborn's onion	4.2	Serpentine outcrops	<b>Potential</b> - occurs on Tahoe NF	Up to 5,020	
<i>Astragalus austinae</i>	Austin's milkvetch	1B.3	Alpine boulder & rock field in subalpine coniferous forest.	Along Shealor Lake trail	7,600	8,825
<i>Astragalus whitneyi</i> var. <i>lenophyllus</i>	Whitney's milk-vetch	4.3	Alpine boulder & rock field in subalpine coniferous forest.	Originally identified at Kirkwood Mountain Resort. Misidentified -no known occurrences on Forest.	Above 4,900	
<i>Bolandra californica</i>	Sierra bolandra	4.3	Rock crevices and wet cliffs along streams.	Alder Creek, Jaybird Canyon	3,100	4,200
<i>Botrychium simplex</i>	Yosemite moonwort	--	Moist and wet meadow, seeps, fens and streamside habitats about 6,000 feet in elevation.	Widespread	Above 5,000	
<i>Brasenia schreberi</i>	Watershield	2B.3	Marsh, swamp, and wetland	Lake Audrain	Up to 7,200	
<i>Calystegia vanzuukiae</i>	Van Zuuk's morning glory	1B.3	Serpentine outcrops	Traverse Creek, Little Bald Mountain	1,640	3,900
<i>Carex cyrtostachya</i>	arching sedge	1B.2	Narrow endemic from the western slope of the northern Sierra Nevada of California	Traverse Creek, Blodgett, Kings Meadow near headwaters of Slab Creek	2,000	4,460
<i>Carex davyi</i>	Davy's sedge	1B.3	Upper montane coniferous forest to Subalpine coniferous forest; Dry often sparse meadows or rocky areas.	Indian Valley?, Lake Winnemucca, Hermit Valley, Slippery Ford (1897 herbarium record)	Above 4,500	
<i>Climacium dendroides</i>	Tree Climacium moss	2B.1	Occurs in occasionally flooded mineral soil, especially on lake and river margins	Soldier Creek	Above ~3,500 (limited information available)	
<i>Ceanothus fresnensis</i>	Fresno ceanothus	4.3	Cismontane woodland (openings), lower montane coniferous forest	Chaix Mountain, Telephone Ridge, Bunker Hill	3,650	6,900
<i>Chaenactis douglasii</i> var. <i>alpina</i>	alpine dusty maindens	2B.3	Alpine boulder and rock field (granitic), Rocky or gravelly ridges, talus, fell-fields, crevices	Kirkwood Mountain Resort, Round Top, Carson Pass area	Above 9,800	

Species	Common Name	CNPS Ranking	Habitat	Distribution on Eldorado	Lower Elevation (ft)	Upper Elevation (ft)
<i>Chlorogalum grandiflorum</i>	red hills soapwort	1B.2	Serpentine outcrops, open shrubby or wooded hills; Chaparral, Foothill Woodland, Yellow Pine Forest	Widespread- western Georgetown District	Up to 3,150	
<i>Clarkia biloba</i> ssp. <i>brandegeeae</i>	Brandegee's clarkia	4.2	Foothill woodland, chaparral, cismontane woodland, lower montane coniferous forest. Often found growing in road cuts	Slab Creek Reservoir and Ralston Ridge	Up to 3,000	
<i>Clarkia virgata</i>	Sierra clarkia	4.3	Foothill woodland, cismontane woodland, lower montane coniferous forest, yellow pine forest	Nevada Point Ridge; Herbarium records from Forebay Rd, Sugarloaf, Riverton, Plum Creek Ridge,	2,460 to 5,675	
<i>Claytonia megarhiza</i>	fell-fields claytonia	2B.3	Subalpine, alpine gravel, talus, crevices, growing in crevices between rocks in rocky or gravelly soils.	<b>Potential-</b> Dick's Peak in Desolation Wilderness	Above 8,500	
<i>Corallorhiza trifida</i>	northern coralroot; Early coralroot	2B.1	Wet, open to shaded, generally coniferous forest. In California, under firs, in partial shade	<b>Potential-</b> CNDDDB records from Plumas County. One report from Lake Tahoe region.	4,500	5,600
<i>Collomia tenella</i>	Slender collomia	2B.2	Dry sandy bare areas.	East of Schneider Cow Camp	5570	8,530
<i>Drosera anglica</i>	English sundew	2B.3	Fens, meadows and seeps often with Sphagnum	<b>Potential-</b> Sagehen Creek Field Station, Tahoe National Forest	4,250	6,500
<i>Drosera rotundifolia</i>	round leaf sundew	--	Fens, meadows and seeps often with Sphagnum	Widespread	Up to 8,900	
<i>Dryopteris filix-mas</i>	male fern	2B.3	Upper montane coniferous forest (granitic, rocky); Granitic cliffs	Historic herbarium record from Cole Creek Road	Above 7,800	
<i>Eriophorum gracile</i>	Cotton Grass	4.3	Fens, springs, wet meadows	Ring Fen and Echo Summit Snow Park	4,000	9,500
<i>Fritillaria eastwoodiae</i>	Butte County Fritillaria	3.2	Chaparral, Cismontane woodland, Lower montane coniferous forest (openings) sometime serpentine	Little Bald Mountain (Herbarium specimen from Dean Taylor)	Up to 4900	
<i>Githopsis pulchella</i> ssp. <i>serpentinicola</i>	Serpentine bluecup	4.3	Cismontane woodland, serpentine or Ione Formation soils	SMUD transmission line/Iowa Hill area on Placerville RD	1,000	2,000
<i>Jensia yosemitana</i>	Yosemite tarweed	3.2	Spring-wet, sunny, sandy places, meadows	Bassi Falls	4000	7500
<i>Juncus digitatus</i>	Finger rush	1b.2	Lava caps	Located on SPI lands north of Jenkison Lake in 2019.	2,165	2,591

Species	Common Name	CNPS Ranking	Habitat	Distribution on Eldorado	Lower Elevation (ft)	Upper Elevation (ft)
Mimulus laciniatus	Cutleaf monkey flower	4.3	Growing on decomposed granite in moist sandy places.	Salt Springs Reservoir, Cole Creek Diversion	Above 3,100	
Myrica hartwegii	Sierra sweet bay	4.3	streambanks and other moist places in foothill and low montane forest	Big Grizzly Canyon, Stumpy Meadows, Alder Creek, Camp Creek	Up to 6,000	
Orthotrichum holzingeri	Holzinger's orthotrichum moss	1B.3	Usually on rock in and along streams, rarely on tree limbs.	North shore of Salt Springs Reservoir	2,345	6,000
Perideridia bacigalupii	Mother Lode Yampah	4.2	Sites in which it occurs include open rocky areas, chaparral openings, slopes, and road cuts. Usually on serpentine	<b>Potential</b> - Historic Stebbins's collection from Rescue	Up to 3,500	
Piperia colemanii	Coleman's Rein Orchid	4.3	Open conifer forest, scrub; often in sandy soils.	Nevada Point Ridge, Gerle Creek, Loon Lake Rd, Bassi Creek	3,900	7,545
Piperia leptopetala	petaled rein orchid	4.3	Generally dry sites, scrub, woodland; Chaparral, Foothill Woodland, Yellow Pine Forest, Red Fir Forest.	Big Meadow Campground and Hell Hole Reservoir	1,100	7,300
Potamogeton epihydrus	Ribbonleaf pondweed	2B.2	Lakes and Ponds	Wrights Lake, South Fork Silver Creek	1,300	6,233
Potamogeton praelongus	White stemmed pondweed	2B.3	Lakes and Ponds	northwest shore of Lake Margaret	5,900	9,800
Pseudostellaria sierrae	Sierra Starwort	4.2	Meadows, dry understory of mixed oak or conifer forest	Junction Reservoir	4,000	7,200
Rhynchospora alba	white beaked-rush	2B.2	Wet meadows, fens, seeps, and marshes	<b>Potential</b> - on Plumas and Lassen NF and historic occurrence from Yosemite Valley	Up to 6,700	
Rhynchospora capitellata	brownish beakrush	2B.2	Wet meadows, fens, seeps, and marshes	Kings Meadow according to Laurence Janeway (2007)	Up to 6,560	
Sambucus nigra L. ssp. caerulea	Blue Elderberry	--	Riparian areas; of concern below 3,000' as host plant for Threatened Valley Elderberry Longhorn Beetle	Widespread	Up to 3,200	
Sparganium natans	Small bur reed	4.3	Wetland-riparian, lake margins.	Lower Blue Lakes	2,800	8,560

Species	Common Name	CNPS Ranking	Habitat	Distribution on Eldorado	Lower Elevation (ft)	Upper Elevation (ft)
<i>Streptanthus longisiliquus</i>	Long-fruit jewel-flower	4.3	Mixed-conifer forest	Peavine/Telegraph/Jaybird Ridges on Pacific RD	2,500	5,000
<i>Taxus brevifolia</i>	Pacific yew	--	Mixed Evergreen Forest, Douglas-Fir Forest, Yellow Pine Forest, Red Fir Forest	Widespread- Eldorado NF is near the southern edge of the species range	Up to 4,600	
<i>Torreya californica</i>	California nutmeg	--	Mixed Evergreen Forest, Douglas-Fir Forest, Yellow Pine Forest	Widespread	Up to 3,000	
<i>Viburnum ellipticum</i>	oval-leaved viburnum	2B.3	Chaparral, Cismontane woodland, Lower montane coniferous forest. Chaparral, yellow-pine forest, generally n-facing slopes	<b>Potential</b> -City of Placerville, Lake Clementine, Forest Hill Road	Up to 4,500	
<i>Wyethia reticulata</i>	El Dorado County mule ears	1B.2	Stony red clay and gabbroic soils; often in openings in gabbro chaparral	<b>Potential</b> - Cameron Park/Pine Hill	Up to 2,060	
<i>Xerophyllum tenax</i>	Beargrass	--	Dry open slopes, ridges, montane conifer forest	Silver Hill Ridge	Up to 7500	

## EXHIBIT F

### PLANT OCCURRENCE FORM- Eldorado National Forest

Sensitive       Watch List

OCCURRENCE NUMBER: Occ Number      SCIENTIFIC NAME: Enter Name

EXAMINERS: Enter Examiners      JOB TITLE: Enter Title      DATE: Select

DISTRICT: Choose District      QUAD: Choose Quad      COUNTY: Choose County

UTM (NAD83, Zone 10): Enter UTM.

PHOTO IDs :

[Enter Habitat, Site Features, Disturbances]

LOCATION/DIRECTIONS (include hand drawn map on reverse as needed):

[Click here to enter text.](#)

IS THIS A  NEW OCCURRENCE,  EXTENSION, or  REVISIT?

INITIAL ID/MONITORING HISTORY:

Enter Monitoring Information

ADDITIONAL FIELD WORK NEEDED?  Yes /  No

Suitability for monitoring:

[Click here to enter sampling ease](#)

#### Population Description:

# Plants: Enter Density      Estimate:  Yes /  No

Area (acres): [Enter Area.]

[Percent%] Vegetative

[Percent%] Flower/Bud,

[Percent%] Fruit/Dispersed

[Percent%] Seed/Juvenile

Population Comments: distribution, changes in occurrence, etc.

#### Evidence of:

disease,  competition,  predation,

collecting,  trampling, or  herbivory

Pollinator Observed?  Yes /  No

Pollinator Type: Choose an item.

#### Habitat:

Slope [% Enter Slope ]      Elevation (ft.): Enter Elevation      Aspect: Choose an aspect

Light Exposure:  Full Sun,  Partial,  Full Shade

Moisture:  Dry,  Moist,  Wet

**Topography:** Choose Location Type

**Soil Type/Texture** (Field /  Map determination): Enter Soil Information.

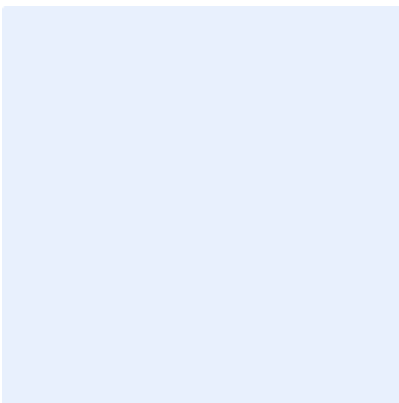
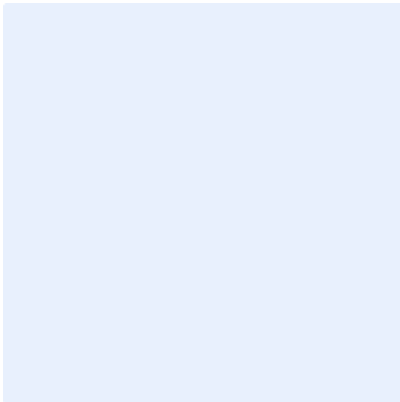
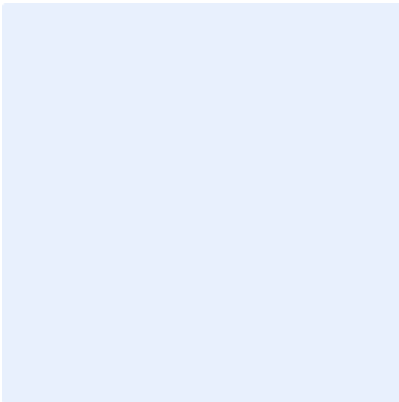
**Substrate:** Choose an item.

**Habitat Description:** Plant Associates, Microhabitat, Timber type, etc.

**Disturbances/Threats:** Choose Threat, Choose Threat, Choose Threat  
Disturbance or Threat Comment

**Land Use Response/Comment:** Click here to enter text.

**Protection Measures Taken:** Click here to enter text.





## EXHIBIT G

### FINAL REPORT TEMPLATE

Eldorado NF  
Forest Project Planning Phase I Botany Survey Final Report  
Minimum Standard for the Final Report

Cover page, signed by Principle Botanist  
Executive Summary  
Table of Contents

#### I. Introduction

- a. Project Overview
- b. Purpose
- c. Project Location and Setting
- d. Maps

#### II. Methods

- a. Literature/Pre-field Reconnaissance
- b. Field Surveys (include dates and who surveyed)
- c. GPS/GIS Mapping Standards
- d. Constraints to Surveys and Field Data

#### III. Results

- a. Areas Surveyed
- b. Species Discovered
- c. Special habitats

#### IV. Discussion

- a) Survey results (any outstanding issues, potential habitats identified when target species are not identifiable, etc)
- b) Recommendations

#### V. References

#### VI. List of Contributors

#### VII. Attachments

- a) Original Occurrence Monitoring Forms
- b) Photos
- c) ArcGIS Layers (Invasive Plant Infestations, Survey Area)

## EXHIBIT H

### GIS DATA ATTRIBUTE TABLE

Area surveyed Feature required attributes		
Attribute	Values	Notes
Survey ID	FPP-XX	Each Survey area will be labeled starting with FPP-01. Survey IDs will start at the western edge of the project and will continue labeling units consecutively from west to east.
Target Focus	TESP-IS or IS	Roadside surveys targeted for invasive species should be labeled IS. All other surveys should be labeled TESP-IS where the target is both rare plants and invasive plants
Survey Type	Intuitive Controlled or Complete	
Visit Dates	MM/DD/YYYY	
Examiners		full names of all individuals that surveyed area
Rare plant targeted	NRCS codes of targeted species	
Rare habitat found	NRCS codes for species where suitable habitat was identified	
Rare Plant found	NRCS plant code for species detected in survey polygon	
Comments		Any specific comments from the survey
Invasive Feature required attributes		
Attribute	Value	notes
Infestation	SpCode-FPP-001 or existing Infestation ID for existing infestation.	Each new infestation will be labeled starting with NRCS plant codes followed by "FPP" and then assigned consecutive #s as found.
Date	MM/DD/YYYY	
Species Code	<a href="http://plants.usda.gov/">Uses USDA PLANTS database codes, which can be found at: http://plants.usda.gov/</a>	
Examiner(s)	full name of consultant that identified or monitored the infestation	
% Cover		
Count	Number of plants observed	
Phenology	preflowering, flowering, fruiting, senescent	
Comments		
Photos		ID of photos taken for site

Rare Plant Feature required attributes		
Attribute	Value	notes
status	Sensitive, watch list, or California rare	
Site ID	Spcode-FPP-001 or existing ENF site ID	Each new infestation will be labeled starting with NRCS plant codes followed by "FPP" and then assigned consecutive #s as found.
Date	MM/DD/YYYY	
Species Code	<a href="http://plants.usda.gov/">Uses USDA PLANTS database codes, which can be found at: http://plants.usda.gov/</a>	
Count	number of plants observed	
Examiners	full name of consultant that identified or monitored the infestation	

Special Habitat Feature required attributes		
Attribute	Value	notes
Habitat Type	lava cap, spring, fen, meadow	
Date	MM/DD/YYYY	
Examiners	full name of consultant that identified or monitored special habitat	
Comments	-	

Project photos required attributes		
Attribute	Value	notes
Photo type	Invasive, Sensitive, Watchlist, California rare, Habitat, General	
Photo ID	FPP-001	Each photo will be labeled starting with "FPP" and then assigned consecutive #s.
Date	MM/DD/YYYY	
Description		Description of photo
Attachment	-	Include attached photos in feature

