

# YUBA WATERSHED INSTITUTE

## REQUEST FOR PROPOSALS FOR ENVIRONMENTAL CONSULTING SERVICES

RELEASE DATE: June 6, 2024

CLOSING DATE: July ~~12~~<sup>5</sup>, 2024

PROJECT TITLE: CEQA Analysis for the South Yuba Rim Hazardous Fuels Reduction Project, Phase 1

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## I. SUMMARY

The Yuba Watershed Institute (YWI) is seeking proposals from qualified and experienced contractors to provide all services and materials necessary to complete CEQA analysis and other environmental compliance tasks for the South Yuba Rim Hazardous Fuels Reduction Project, Phase 1 (Project), located on the San Juan Ridge in Nevada County, California. The Project is a collaboration between the YWI and the County of Nevada, which received funding for the Project from the Federal Emergency Management Agency (FEMA)'s Hazard Mitigation Grant Program and from the California Governor's Office of Emergency Services (CalOES)'s Prepare California Match program.

The Project aims to establish a landscape-level zone of reduced fuel along the north rim of the South Yuba River canyon, extending from Bridgeport in the South Yuba River State Park to Malakoff Diggins State Park, a stretch of approximately 17 miles. Phase 1 involves planning and securing environmental compliance, covering up to 6,900 acres of privately-owned land (including ~~281-270~~ parcels and ~~228-208~~ landowners); see the Project planning area map ([Exhibit B](#)) for details. Phase 2, starting no earlier than 2026, will focus on implementing fuels reduction treatments on about 800 acres using various methods. Tasks for Phase 2 are not covered in this request for proposals (RFP).

This RFP covers tasks related to project environmental compliance, including analysis of the Project's environmental impact following the requirements of the California Environmental Quality Act (CEQA). The respondents are advised that the maps, scope of work, and specifications included in this solicitation are intended to be the basis for performance of the Project and for the purpose of establishing a cost proposal. The maps, scope of work, and specifications were prepared by the YWI and convey the general overall scope and nature of the Project.

Proposals must be received by July ~~125~~, 2024 in accordance with the instructions contained herein. Late proposals will not be received.

Respondents are advised that this is not a sealed bid or low bid process. The YWI intends to make an award using the evaluation criteria listed in the specifications to determine the proposal with the best value for the YWI.

## II. PROPOSAL INSTRUCTIONS

### A. Request for Proposals (RFP) Schedule

Release of RFP	June 6, 2024
Final RFP Questions Due	June 21, 2024
Final Question Responses Posted	June 28, 2024
Proposal Due Date	July <del>125</del> , 2024
Notice of Intent to Award	<del>July 26</del> <u>August 2</u> , 2024
Contract Award	<del>July 31</del> <u>August 7</u> , 2024 (estimated)
Notice to Proceed	August <del>81</del> , 2024 (estimated)

## **B. Questions and Addenda**

Questions regarding the RFP shall be submitted by email to the Executive Director, Chris Friedel ([info@yubawatershedinstitute.org](mailto:info@yubawatershedinstitute.org)). A GIS layer of the Project planning area will be made available to proposers upon request.

Questions shall be received no later than 5:00 p.m. Pacific Standard Time (PST) on June 21, 2024. Question responses will be posted on the YWI website ([yubawatershedinstitute.org](http://yubawatershedinstitute.org)) no later than June 28, 2024. Any addenda to this RFP will also be posted on the YWI website no later than June 28, 2024. Proposal should acknowledge receipt of addenda, if applicable, and of YWI question responses.

## **C. Proposal Submission**

Proposals shall be submitted electronically. Proposals must be submitted via email to Chris Friedel ([info@yubawatershedinstitute.org](mailto:info@yubawatershedinstitute.org)) no later than 5:00 p.m. PST, on July 5, 2024. Please cc yourself as verification of submittal.

It is the responsibility of the proposer to assure that the proposal is received prior to the deadline date and time. Proposals received after the submission deadline will not be accepted. Any changes to this RFP are invalid unless specifically modified by the YWI and issued as a separate addendum document. Should there be any question as to changes to the content of this document, the YWI's copy shall prevail.

## **D. Proposal Format**

The proposals must be an 8½" X 11" Portable Document Format (PDF) file and may be no more than a total of fifteen (15) pages. NOTE: A single sheet cover letter and any attachments described in this RFP which are required to be submitted with the proposal, including cost proposal, insurance, licensing documents, and addenda acknowledgments, do NOT count toward the fifteen (15) page limit. Proposals that do not furnish information organized according to the format or do not include the content specified in this RFP may be rejected as non-responsive.

## **E. Required Proposal Content**

**Cost Proposal:** A Cost Proposal shall be submitted. Estimated quantities should be based upon the best available information at the time of advertisement of the RFP. The respondents are expected to identify the cost to complete the work and provide firm unit costs as identified in the attached Schedule of Items/ Cost Proposal Form ([Exhibit A](#)) for each item specified. A schedule of hourly rates for all proposed staff shall be included along with the amount of time each person will devote to the Project. Items not listed in the Schedule of Items such as administrative overhead, profit, etc., shall be distributed throughout the respondent's unit prices for the items listed.

**Approach, Staffing, Work Plan, Schedule:** Proposers shall provide an overview of the Contractor's understanding of the services to be provided and their approach to the work, including but not limited to staffing requirement expectations, and any other items that are necessary to demonstrate the Contractor's

proposed strategy to complete the project. The approach shall include the proposed work plan and schedule for accomplishing the work.

**Experience, Qualifications, and References:** Proposers shall provide a general description of the Contractor’s experience and qualifications related to environmental consulting tasks of similar scope and complexity. Provide an organizational chart and concise resumes of key staff and Subcontractors indicating the names and roles of staff and Subcontractors and their experience. For key staff, please indicate each individuals’ availability for this project and describe the specific role they would play in this project. Provide a description of two to three recent projects with a similar scope of work, including the contact information for the references who oversaw these projects.

**Insurance Certificates:** Provide copies of insurance certificates reflecting the requirements outlined in the Sample Agreement ([Exhibit C](#)) and summarized below:

- Workers Compensation Insurance with statutory limits (not less than \$1,000,000 per occurrence);
- A general liability insurance (not less than \$2,000,000 per occurrence for personal injury and property damages);
- Business Auto Liability Insurance (not less than \$1,000,000 combined single limit for bodily injury and property damages covering all vehicles including hired cars, owned and non-owned vehicles).

**F. Evaluation Process**

An evaluation committee will evaluate all proposals received for completeness and the proposer’s ability to meet all specifications as outlined in this RFP. The following evaluation criteria and weight of importance shall be used in evaluating and selecting a Contractor. Cost proposal criteria points will be awarded on a relative scale as described below.

<b>Evaluation Criteria</b>	<b>Points</b>
Cost Proposal	20
Experience, Qualifications, and References for Contractor	10
Experience and Qualifications of Proposed Staff	30
Approach, Staffing, Work Plan, and Schedule	40
Proof of Insurance	Y/N

## **G. Award of Contract**

The YWI may reject any and all proposals and re-issue this RFP. The YWI may choose to award one or more contractors to service any portion of the project. The YWI may waive any minor irregularities or immaterial defects in a proposal. The YWI reserves the right to request additional written or oral information from proposers to obtain clarification on their proposals. All proposals become the property of the YWI. All costs associated with development of the proposal in response to the RFP shall be the sole responsibility of the proposers and shall not be charged in any manner to the YWI.

The contract is expected to be awarded by ~~July 31~~August 7, 2024.

## **III. PROJECT BACKGROUND AND OBJECTIVES**

The South Yuba Rim Hazardous Fuels Reduction Project is strategically designed to significantly mitigate wildfire risks and enhance forest resilience in Nevada County, particularly within the communities of North San Juan, Rough and Ready, Grass Valley, and Nevada City. Spanning a 6,900-acre planning area along the San Juan Ridge (see Project planning area map in [Exhibit B](#)), the project focuses on reducing hazardous fuels across a landscape heavily affected by historical and potential future wildfires. Phase 1 of the Project includes comprehensive planning activities like community engagement, treatment zone identification, design of fuels reduction treatments, and environmental permitting. These preparatory actions are aimed at setting the stage for effective and environmentally compliant implementation during Phase 2, which will directly address the reduction of hazardous fuels.

### **Project goals are to:**

- Reduce the volume of hazardous fuels in critical areas to decrease wildfire risk.
- Enhance the ecological resilience of forest areas to withstand future climatic changes.
- Protect critical infrastructure and community resources from the threat of wildfires.

### **Project objectives for Phase 1:**

- **Community Engagement:** Actively involve local communities, stakeholders, and landowners in the planning process through outreach and engagement initiatives.
- **Area Identification:** Identify and prioritize at least 800 acres of treatment zones within the 6,900-acre planning area to effectively target fuel reduction efforts during Phase 2.
- **Environmental Compliance:** Complete all necessary environmental permitting processes to ensure compliance with state and federal regulations.
- **Project Design:** Develop detailed fuel reduction treatment designs with input from experts and approval from landowners.
- **Preparation for Phase 2:** Ensure all plans and permits are in place to facilitate a seamless transition to the implementation phase of fuel reduction treatments.

#### IV. SCOPE OF WORK

Contractor shall provide staff trained in the necessary areas of environmental assessment (biological, cultural, etc.) to complete any and all reports, consultations, and technical studies necessary to analyze the environmental impacts of the Project, following the requirements California Environmental Quality Act (CEQA) and the California Vegetation Treatment Program Programmatic Environmental Impact Report (CalVTP). These services will include those necessary to prepare a Project Specific Addendum (PSA) and Mitigation Monitoring and Reporting Program (MMRP) under the CalVTP, as well as a CEQA Notice of Determination (NOD). In addition, the services will include some of the biological and cultural resource surveys that are required prior to treatment.

##### A. Timeline

The timeline for completion of these tasks is a maximum of nine and a half months: August ~~8~~<sup>1</sup>, 2024 through June 15, 2025. Sooner completion is desired if conditions permit.

##### B. Services

Contractor shall deliver the following services:

- Provide staff who are trained in the necessary desktop and field survey techniques to produce all components required by CEQA and the CalVTP, in accordance with appropriate regulations and policies.
- Prepare a draft and final PSA, Addendum to cover portions of the Project planning area outside of the “treatable landscape” as defined by the CalVTP, MMRP, findings, and NOD.
- Conduct data review and reconnaissance-level biological survey for the Project planning area, consistent with CalVTP Standard Project Requirement (SPR) Bio-1.
- Coordinate agency consultation with California Department of Fish and Wildlife (CDFW) and/or United States Fish and Wildlife Service (FWS) during preparation of PSA, as required by the CalVTP.
- Conduct cultural resources records search and site survey of the Project planning area.
- Conduct visual impact survey and Environmental Protection Agency (EPA) environmental justice analysis for the Project, as required by FEMA.
- Conduct pre-treatment survey for special-status plants within the approximately 800-acre treatment area for Phase 2 of the Project. The Phase 2 treatment area will be chosen by February 1, 2025. Since the contract will be completed by June 15, 2025, it is understood that surveys may not cover the complete flowering periods for all potential special-status plants in the project area.
- Complete other surveys or studies as necessary to achieve Project environmental compliance. These may include pre-treatment biological surveys (e.g., ringtail, sensitive natural communities) for the approximately 800-acre treatment area for Phase 2 of the Project.<sup>1</sup> **Contractor shall describe such other surveys or studies in the Approach and/or Work Plan sections of their proposal.**

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<sup>1</sup> PLEASE NOTE: Protocol-level surveys for California spotted owl throughout the Project planning area will be addressed under a separate RFP and contract.

### **C. Deliverables**

Contractor shall complete the following deliverables:

- Draft PSA, Addendum, and MMRP under CalVTP.
- Final PSA, Addendum, MMRP, and NOD.
- Data review results and reconnaissance-level biological survey report for Project planning area.
- Completed agency consultation with CDFW and/or FWS.
- Cultural resource records search results and site survey report for the Project planning area.
- Visual impact survey report for Project planning area.
- EPA environmental justice analysis report for the Project.
- Special-status plant survey report for the Phase 2 treatment area.
- Reports from other surveys or studies, as necessary to achieve Project environmental compliance.

### **D. Communication and Coordination**

Contractor shall provide at least one staff member who shall serve as a point of contact with the YWI. Proposals shall specify which key staff member(s) will fill this role.

All field surveys will be conducted on private lands for which the landowner has signed a right of entry agreement ([Exhibit D](#)) allowing access for the YWI and its contractors. As such, Contractor must coordinate entry to each private parcel with the YWI Project Manager, who has updated contact information for each landowner and specific instructions regarding access (if any). There are ~~27081~~ parcels, with ~~2028~~ distinct landowners, located in the project planning area.

In addition, Contractor shall comply with the following reporting requirements:

- Written project timeline, with monthly milestones delineated, to be provided to the YWI within 30 days of contract initiation.
- Bi-weekly – meet with YWI staff virtually or in person to provide status updates on progress towards monthly milestones.
- Monthly - submit written reports to YWI staff describing previous month’s milestone accomplishment(s) and projecting necessary steps to meet the following month’s milestone(s). Projected challenges in meeting future milestones shall be referenced.
- Quarterly – submit quarterly reports describing progress toward deliverables and invoices for expenses incurred, plus any completed deliverables and photo-documentation (1-4 photos) of field work activities.

### **V. GENERAL CONDITIONS**

- A. It is not the intent of these specifications to cover each and every detail. Any problems that may arise must be promptly reported to the YWI and shall be subject to the decision of the YWI. The Contractor is expected to carefully examine the size and scope of the proposed work prior to submitting a proposal. The Contractor certifies they have checked carefully all the quantities,

specifications, and maps, and understands that the YWI shall not be responsible for any errors or omissions on the part of the proposer in compiling and submittal of this proposal.

- B. The Contractor agrees that they will provide the materials and/or perform the work herein under the terms and conditions set forth in the awarded contract and/or purchase order; and shall furnish and be responsible for all the labor, materials, tools, equipment, transportation, insurance, notifications, licenses, permits, and all other services and facilities necessary, including all incidental work and appurtenances as may be reasonably implied and as described in the specifications and other Contract documents. All costs incidental to these requirements will not be paid for separately but shall be included in the work, including testing, if needed. Contractor shall be responsible to pay all costs for permits, licenses, fees and insurance which may be required to perform the work required.
- C. Proposer shall provide proof of insurance coverage as described in the Sample Agreement ([Exhibit C](#)).
- D. Contractor shall comply with all applicable federal, state and local laws, regulations and policies governing the funds and scope under this agreement.



**EXHIBIT A**  
**Schedule of Items/ Cost Proposal Form**

ITEM NO.	DESCRIPTION	COST
1	Prepare PSA, Addendum, MMRP, and NOD	
2	<del>Reconnaissance-level biological survey, 20% of Project planning area</del>	
	Reconnaissance-level biological survey, 45% of Project planning area	
	Reconnaissance-level biological survey, 60% of Project planning area	
	Reconnaissance-level biological survey, 80% of Project planning area	
	Reconnaissance-level biological survey, 100% of Project planning area	
3	Agency consultation (CDFW and/or FWS) for PSA	
4	<del>Cultural resource record search and site survey, 20% of Project planning area</del>	
	Cultural resource record search and site survey, 40% of Project planning area	
	Cultural resource record search and site survey, 60% of Project planning area	
	Cultural resource record search and site survey, 80% of Project planning area	
	Cultural resource record search and site survey, 100% of Project planning area	
5	Visual impact survey for FEMA	
6	EPA environmental justice analysis for FEMA	
7	Special-status plant surveys for Phase 2 treatment area	
8	OPTIONAL: Other surveys/studies as necessary (please describe in proposal Approach and/or Work Plan)	

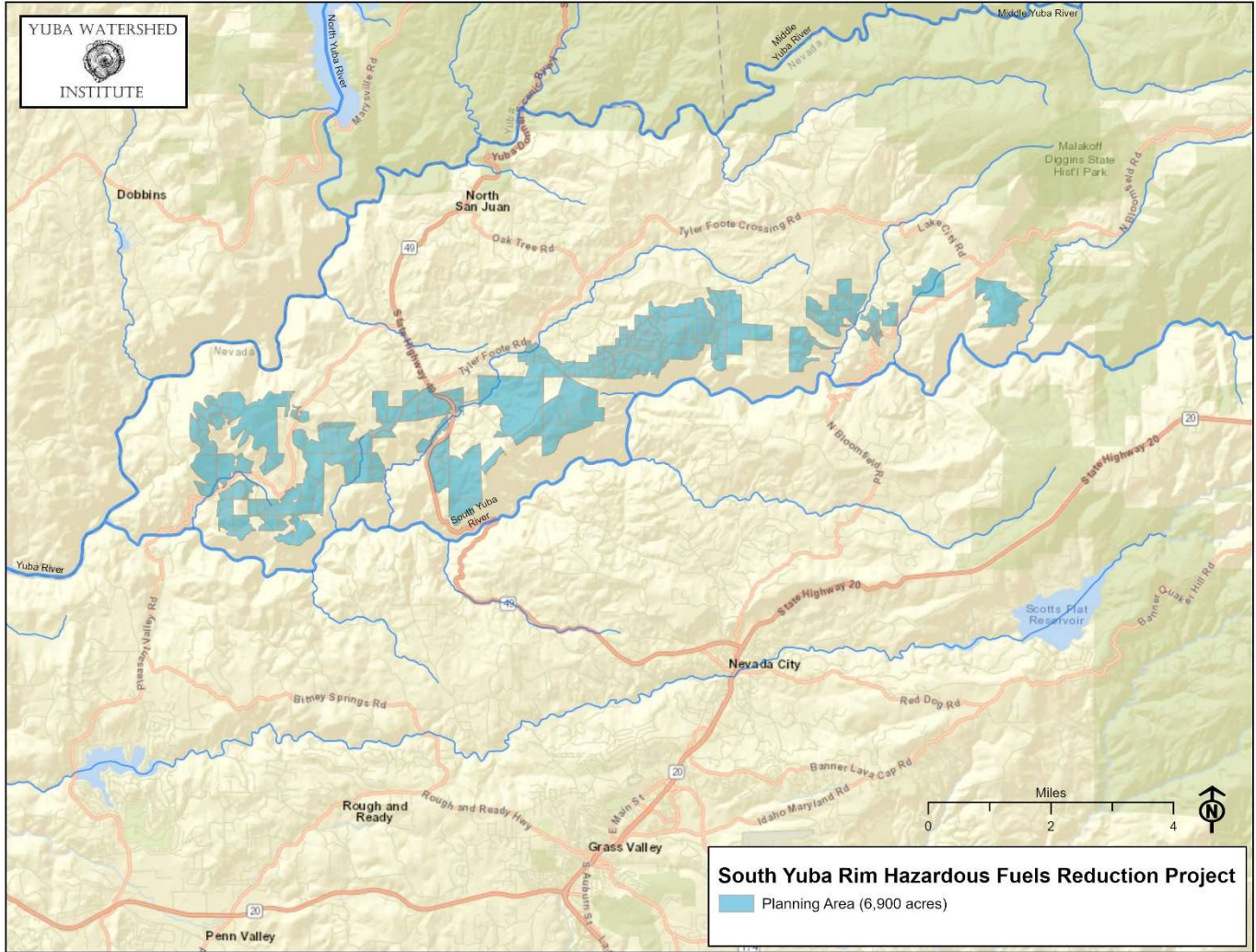
**Cost proposal instructions:**

Using this form, provide a total cost proposal for all services to be delivered and a breakdown of costs delineated by tasks as described in your Work Plan. Include a schedule of hourly rates for all proposed staff and the amount of time each person will be devoted to this project. Define any reimbursable expense requests to be paid by the YWI.

Some items on the cost proposal form are shown broken into separate subitems based on percentage of the Project planning area. This reflects the fact that at the time of the RFP release, the number or percentage of landowners who will commit to participate in the planning effort and allow access for field surveys is unknown. Providing a range of costs for these items based on the percentage of Project planning area that is included will allow for a more flexible total project cost that is based on actual landowner participation.

# EXHIBIT B

## Project Planning Area Map



**EXHIBIT C**  
**Sample Agreement**

CONTRACT AGREEMENT  
Between  
Yuba Watershed Institute (YWI)  
And  
THE CONTRACTOR

For: South Yuba Rim Hazardous Fuels Reduction Project – Phase 1

This contract agreement (the “**Agreement**”) sets forth the terms and conditions whereby THE CONTRACTOR (“**you**” or “**your business**”) agrees to provide certain services (as described in Exhibit A) to the Yuba Watershed Institute, a California 501(c)(3) non-profit corporation located at 305 Railroad Ave Ste 2, Nevada City, CA 95959 (the “**Organization**”).

For and in consideration of the mutual promises contained herein, your business and the Organization (referred to collectively as the "**Parties**") do hereby agree as follows:

1. Services.

1.1 The Organization engages your business, and you accept such engagement on behalf of your business, as an independent contractor to provide certain services to the Organization on the terms and conditions set forth in this Agreement.

1.2 You shall provide to the Organization the services described in Exhibit A (the "**Services**").

1.3 The Organization shall not control or direct the manner or means by which your business or your employees or contractors perform the Services, including but not limited to, the time and place you perform the Services. You warrant and represent to the Organization that you are customarily engaged in an independently established trade, occupation, or business of the same nature as the Services performed.

1.4 Unless otherwise stated on Exhibit A, your business shall furnish, at your own expense, the materials, equipment, supplies, and other resources necessary to perform the Services.

2. Term. The term of this Agreement shall commence on as of the date set forth below and shall continue until the Services are completed, unless earlier terminated in accordance with Section 8 (the "**Term**"). Any extension of the Term will be subject to mutual written agreement between the Parties.

3. Fees and Expenses.

3.1 As full compensation for the Services performed for the Organization in this Agreement, the Organization shall pay you \$XXX (the "Fees"), payable after the Services set forth in Exhibit A are completed to the Organization's satisfaction.

3.2 The Organization shall pay all undisputed Fees within 60 business days after the Organization's receipt of an invoice submitted by you.

#### 4. Relationship of the Parties.

4.1 You are an independent contractor of the Organization, and this Agreement shall not be construed to create any association, partnership, joint venture, employment, or agency relationship between you and the Organization for any purpose. You have no authority (and shall not hold yourself out as having authority) to bind the Organization and you shall not make any agreements or representations on the Organization's behalf without the Organization's prior written consent. The Parties agree that they are not joint employers for purposes of the Services performed under this Agreement.

4.2 Without limiting Section 4.1, you, your employees, or your contractors will not be eligible to participate in any vacation, group medical or life insurance, disability, profit sharing or retirement benefits, or any other fringe benefits or benefit plans offered by the Organization to its employees, and the Organization will not be responsible for withholding or paying any income, payroll, Social Security, or other federal, state, or local taxes, making any insurance contributions, including for unemployment or disability, or obtaining workers' compensation insurance on your behalf. You shall be responsible for, and shall indemnify the Organization against, all such taxes or contributions, including penalties and interest. Any persons employed or engaged by you in connection with the performance of the Services shall be your employees or contractors, and you shall be fully responsible for them and fully indemnify the Organization against any claims made by or on behalf of any such employee or contractor.

#### 5. Representations and Warranties.

5.1 You represent and warrant to the Organization that:

(a) you have the right to enter into this Agreement, to grant the rights granted in this Agreement, and to perform fully all of your obligations in this Agreement;

(b) your entering into this Agreement with the Organization and your performance of the Services do not and will not conflict with or result in any breach or default under any other agreement to which you are subject;

(c) you have the required skill, experience, and qualifications to perform the Services, you shall perform the Services in a professional and workmanlike

manner in accordance with generally recognized industry standards for similar services, and you shall devote sufficient resources to ensure that the Services are performed in a timely and reliable manner;

(d) you shall perform the Services in compliance with all applicable federal, state, and local laws and regulations, including by maintaining all licenses, permits, registrations required to perform the Services;

5.2 The Organization represents and warrants to you that:

(a) it has the full right, power, and authority to enter into this Agreement and to perform its obligations hereunder; and

(b) the execution of this Agreement by its representative, whose signature is set forth at the end of this Agreement, has been duly authorized by all necessary corporate action.

## 6. Indemnification.

6.1 You shall defend, indemnify, and hold harmless the Organization and its affiliates, including the County of Nevada, and each of their officers, directors, employees, agents, successors, and assigns from and against all losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs, or expenses of whatever kind (including reasonable attorneys' fees) arising out of or resulting from:

(a) bodily injury, death of any person, or damage to real or tangible personal property resulting from your acts or omissions; or

(b) your breach of any representation, warranty, or obligation under this Agreement.

6.2 The Organization may satisfy such indemnity (in whole or in part) by way of deduction from any payment due to you.

6.3 The Organization reserves the right to retain its own counsel in the event both parties are named in a lawsuit.

## 7. Insurance.

7.1 During the Term, you shall maintain in force adequate workers' compensation, commercial general liability, business auto liability, errors and omissions, and other forms of insurance, in each case with insurers reasonably acceptable to the Organization, with policy limits sufficient to protect and indemnify the Organization and its affiliates, including County of Nevada, and each of their officers, directors, agents, employees, subsidiaries, partners, members, controlling persons, and successors and assigns,

from any losses resulting from your acts or omissions or the acts or omissions of your agents, contractors, servants, or employees. The Organization and County of Nevada shall be listed as additional insureds under such policy, and you shall forward a certificate of insurance verifying such insurance upon the Organization's written request, which certificate will indicate that such insurance policies may not be canceled before the expiration of a 30-calendar day notification period and that the Organization will be immediately notified in writing of any such notice of termination.

7.2 Your business shall, at your own cost and expense, maintain the following insurance:

(a) worker's compensation insurance with statutory limits (not less than \$1,000,000 per occurrence);

(b) general liability insurance (not less than \$2,000,000 per occurrence for personal injury and property damages);

(c) and business auto liability insurance (not less \$1,000,000 combined single limit for bodily injury and property damages covering all vehicles including hired cars, owned and non-owned vehicles).

8. Termination.

8.1 You or the Organization may terminate this Agreement without cause upon 30-calendar days' written notice to the other party to this Agreement. In the event of termination pursuant to this clause, the Organization shall pay you on a pro-rata basis any Fees then due and payable for any Services completed, up to and including the date of such termination.

8.2 You or the Organization may terminate this Agreement, effective immediately upon written notice to the other party to this Agreement, if the other party materially breaches this Agreement, and such breach is incapable of cure, or with respect to a material breach capable of cure, the other party does not cure such breach within ten (10) business days after receipt of written notice of such breach.

8.3 The terms and conditions of this clause and Section 4, Section 5, Section 6, Section 9, Section 10, Section 11, Section 12, Section 14, and Section 18 shall survive the expiration or termination of this Agreement.

9. Other Business Activities. You may be engaged or employed in any other business, trade, profession, or other activity while providing services to the Organization.

10. Non-Solicitation of Employees. You agree that during the Term and for a period of twelve months following the termination or expiration of this Agreement, you will not to disrupt or interfere with the business of the Organization by directly or indirectly soliciting, recruiting, attempting to recruit, or raiding the employees of the Organization, or otherwise inducing the

termination of employment of any employee of the Organization. You also agree and covenant not to use any of the Organization's trade secrets and/or confidential information to directly or indirectly solicit the employees of the Organization. For the purposes of this clause, a general advertisement or notice of a job listing or opening or other similar general publication of a job search or availability to fill employment positions, including on the internet, shall not be construed as a solicitation or inducement, and the hiring of any such employee who freely responds shall not be a breach of this clause.

11. Assignment. You shall not assign any rights, or delegate or subcontract any obligations, under this Agreement without the Organization's prior written consent. Any assignment in violation of the foregoing shall be deemed null and void. The Organization may freely assign its rights and obligations under this Agreement at any time. Subject to the limits on assignment stated above, this Agreement will inure to the benefit of, be binding on, and be enforceable against each of the Parties and their respective successors and assigns.

12. Remedies. In the event you breach or threaten to breach Section 10 of this Agreement, you acknowledge and agree that the Organization shall be entitled to seek, in addition to other available remedies, a temporary or permanent injunction or other equitable relief restraining such breach or threatened breach from any court of competent jurisdiction, and that money damages would not afford an adequate remedy, without the necessity of showing any actual damages, and without the necessity of posting any bond or other security. This equitable relief shall be in addition to, not in lieu of, legal remedies, monetary damages, or other available forms of relief.

### 13. Arbitration

13.1 Any dispute, controversy, or claim arising out of or related to this Agreement or any breach or termination of this Agreement, including but not limited to the Services you provide to the Organization, and any alleged violation of any federal, state, or local statute, regulation, common law, or public policy, whether sounding in contract, tort, or statute, shall be submitted to and decided by binding arbitration. Arbitration shall be administered by the American Arbitration Association and held in Nevada City, California before a single arbitrator, in accordance with the American Arbitration Association's rules, regulations, and requirements, as well as any requirements imposed by California law. Any arbitral award determination shall be final and binding upon the Parties. Judgment on the arbitrator's award may be entered in any court of competent jurisdiction.

13.2 Except for representative claims which cannot be waived under applicable law and which are therefore excluded from this Agreement, the Parties waive the right to assert, participate in, or receive money or any other relief from any class or collective claims against each other in court, arbitration, or any other proceeding. Each party shall only submit their own individual claims against the other and will not seek to represent the interests of any other person. The arbitrator shall have no jurisdiction or authority to compel any class or collective claim, or to consolidate different arbitration proceedings with or join any other party to an arbitration between the Parties. The arbitrator, not any court, shall have exclusive authority to resolve any dispute relating to the enforceability or formation of this Agreement



and the arbitrability of any dispute between the Parties, except for any dispute relating to the enforceability or scope of the class and collective action waiver, which shall be determined by a court of competent jurisdiction.

14. Governing Law, Jurisdiction, and Venue. This Agreement and all related documents including all schedules attached and all matters arising out of or relating to this Agreement and the Services provided hereunder, whether sounding in contract, tort, or statute, are governed by and construed in accordance with the laws of the State of California, without giving effect to any conflict of laws principles that would cause the laws of any other jurisdiction to apply. Any action or proceeding by either of the Parties to enforce this Agreement shall be brought only in any state or federal court located in the State of California, County of Nevada. The Parties irrevocably submit to the [non-]exclusive jurisdiction of these courts and waive the defense of inconvenient forum to the maintenance of any action or proceeding in such venue.

15. Clean Air Act

15.1 You agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

15.2 You agree to report each violation to the YWI and understands and agrees that the YWI will, in turn, report each violation as required to assure notification to FEMA, and the appropriate EPA Regional Office.

15.3 You agree to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

16. Federal Water Pollution Control Act

16.1 You agree to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

16.2 You agree to report each violation to the YWI and understand and agree that YWI will, in turn, report each violation as required to assure notification to FEMA, and the appropriate EPA Regional Office.

16.3 You agree to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

17. Debarment and Suspension

17.1 This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, you are required to verify that none of your principals (defined at 2 C.F.R. § 180.995) or their affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

17.2 You must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction you enter into.

17.3 This certification is a material representation of fact relied upon by the YWI. If it is later determined that you did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the YWI, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

17.4 The bidder or proposer agrees to comply with the requirements of C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

18. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certifications) to the awarding agency.

19. Miscellaneous.

19.1 All notices, requests, consents, claims, demands, waivers, and other communications (each, a "Notice") shall be in writing and addressed to the Parties at the addresses set forth on the first page of this Agreement (or to such other address that may be designated by the receiving party from time to time in accordance with this Section). All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees prepaid), email, or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only if (a) the receiving party has received the Notice, and (b) the party giving the Notice has complied with the requirements of this Section.

19.2 This Agreement, together with any other documents incorporated by reference and related exhibits and schedules, constitutes the sole and entire agreement of the Parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.

19.3 This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each party, and any of the terms thereof may be waived, only by a written document signed by each party to this Agreement or, in the case of waiver, by the party or parties waiving compliance.

19.4 If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

19.5 This Agreement may be executed in multiple counterparts and by electronic signature, each of which shall be deemed an original and all of which together shall constitute one instrument.

This Agreement is hereby entered into on the day and year first below written;

Yuba Watershed Institute

BY: .....

Name: Chris Friedel

Title: Executive Director

ACCEPTED AND AGREED:

THE CONTRACTOR

BY: .....

Name:

Title:

Date:

Federal Tax Id. No.:

**EXHIBIT D**

**Prepare CA Match – Nevada County**  
**South Yuba Rim Hazardous Fuels Reduction Project, Phase 1**

**RIGHT OF ENTRY AGREEMENT**

**This Right of Entry Agreement ("Agreement") is made and entered into by and between Yuba Watershed Institute, hereafter referred to as the "Organization," and**

\_\_\_\_\_,  
**hereafter referred to as the "Landowner," collectively referred to as the "Parties."**

**RECITALS**

WHEREAS, the County of Nevada has received grant funding for wildfire risk reduction planning activities from the Federal Emergency Management Agency and California Governor’s Office of Emergency Services; and

WHEREAS, the Organization is a subgrantee for the aforementioned funding; and

WHEREAS, the Organization is undertaking wildfire risk reduction planning activities which may include biological, environmental, and cultural resource surveys; and

WHEREAS, the Landowner possesses the right to grant access to the property or properties located at Address(es): \_\_\_\_\_,

Assessor’s Parcel Number(s) or APN(s): \_\_\_\_\_,  
hereafter referred to as the "Property"; and

WHEREAS, the Landowner agrees to grant the Organization entry to the Property for the purpose of conducting the aforementioned activities.

**AGREEMENT**

**1. Grant of Entry**

The Landowner hereby grants the Organization, its agents, employees, and contractors the right to enter the Property to conduct activities necessary for wildfire risk reduction planning, including but not limited to surveying, sampling, and data collection.

**2. Term**

This Agreement shall commence on the date of the last signature below and shall terminate upon the completion of the described activities or one year from the date of commencement, whichever is earlier, unless extended by mutual written agreement of the Parties.

**3. Indemnification**

The Organization agrees to indemnify and hold harmless the Landowner from any claims, damages, or liabilities arising from the Organization's activities on the Property, except for those resulting from the Landowner's gross negligence or willful misconduct.

**4. Access and Restoration**

The Organization agrees to minimize disruption to the Property and to restore any disturbed areas to their original condition upon completion of the activities.

**5. Modification and Termination**

This Agreement may only be modified in writing, signed by both Parties. Either Party may terminate this Agreement at any time with thirty (30) days written notice to the other Party.

**6. Notices**

All notices required or permitted under this Agreement shall be in writing and delivered via email and/or postal mail to the addresses provided below.

**Landowner:**

Name: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Email Address: \_\_\_\_\_

**Organization:**

Yuba Watershed Institute  
PO Box 2198  
Nevada City CA, 95959  
  
ATTN: Denise Della Santina  
Phone Number: (650) 888-6392  
Email Address: denise@yubawatershedinstitute.org

**IN WITNESS WHEREOF, the Parties hereto have executed this Right of Entry Agreement as of the last date signed below.**

[Landowner's Signature] \_\_\_\_\_ Date: \_\_\_\_\_

[Organization's Representative's Signature] \_\_\_\_\_ Date: \_\_\_\_\_