

Request For Proposals

NEPA Documentation for the
San Bernardino National Forest
Community Defense Fuel Break Project

September 26, 2024



Deadline for Proposal Submission:

October 24, 2024

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I. Summary

The Inland Empire Resource Conservation District, in partnership with the San Bernardino National Forest, requests proposals from professional consulting firms related to the completion of National Environmental Policy Act (NEPA) documentation for the Community Defense Fuel Break Project. Tasks 1 and 2 must be completed by July 1, 2025. Tasks 3, 4, and 5 must be completed by November 1, 2025.

II. Contact and Timeline

Project Contact

Inland Empire Resource Conservation District, rfp@iercd.org

RFP Timeline

Activity	Date
Release of RFP	September 26, 2024
Registration Deadline	October 4, 2024
Proposal Submission Deadline	October 24, 2024
Notice of Contract Award	November 1, 2024
Board Meeting/Contract Executed	November 14, 2024
Project Start Date	November 15, 2024

III. Project Background

The San Bernardino National Forest (BDF) has developed the Community Defense Fuel Break Project (Project) to establish fuel breaks in all three BDF Districts (San Jacinto, Mountaintop, and Front Country Districts). Fuel breaks will be established in three approximately 3,000-acre areas within each BDF District, for a total of 9 phases and approximately 25,000 acres. The purpose of the Project is to create a more fire-resilient forest structure across the vegetation communities within the Project area. See the Project map in **Attachment 1** as well as the Purpose and Need and Proposed Actions in **Attachment 2** for additional details about the Project activities.

The selected consulting firm (Contractor) will assist in developing Specialist Reports. Each Specialist Report developed by the selected Contractor will evaluate all 9 Project phases within one report per specialty. The reports will support the BDF in developing the Decision Memos for the Project; development of Decision Memos is not part of this scope. The selected Contractor will work with and coordinate subcontractors, the BDF Interdisciplinary Team (IDT) and Inland Empire Resource Conservation District (IERCD) to complete this Project according to the timeline below.

IERCD will be the contract administrator and BDF will direct the Contractor's work.

IV. Scope of Services

The scope of services below describes the services to be completed by the selected firm (Contractor). IERCD reserves the right to modify the scope of services at their discretion, including curtailment of some activities, to meet budget constraints and project deadline.

Task 1: Refine proposed action and finalize the integrated design features.

The proposed action was developed by the BDF ID Team. The Contractor will participate in IDT meetings to understand the proposed actions and help refine the action by adding design features.

Deliverables:

1. Packaged list of appropriate design features incorporated into the proposed action that will be used for analysis

Task 2: Perform an effects analysis on the proposed action and prepare specialty reports. An example report will be provided for each specialty. Conduct the right-sized analysis for CE documentation and provide quality specialty reports. The subtasks below provide additional detail.

Task 2.1: Vegetation and Fuels Specialty

- Prepare a silviculture report that documents the vegetation community in the project area; the prescription for shaded fuel break if planting is appropriate; proposed planting species; and overall protection of the montane forest for resiliency.
 - The report will be completed to BDF specifications. The BDF has some limited LiDAR data that may be used for stand composition and delineation of vegetation existing conditions. The BDF will provide the Contractor with an example report to reference for formatting and content specifications with an outline of specific elements to be included.
- Prepare a fuels report and assessment of the existing condition of the current vegetation in and immediately around the Project. The fuels assessment will help articulate the pre- and post-treatment conditions and the report will document the effectiveness of the treatment. The modeling exercise will yield quantitative results and the report will be qualitative. The following are assumptions for completing the fuels modeling:
 - The Contractor will use spatially explicit fire models to predict potential effects to the landscape and compare the effectiveness of treatments under varying scenarios for each Project phase.
 - Each project site will be spatially modeled to determine potential fire behavior characteristics over the entire landscape with constant weather and fuel moisture conditions.

- Input classifications are elevation, slope, aspect, fuel model, canopy cover, canopy height, crown-base height, bulk density, fuel moisture, and wind. Outputs include fireline intensity, rate of spread, flame length, heat/unit area, crown fire activity, 1-hour fuel moisture, 10-hour fuel moisture, and mid-flame wind speed.
- Using the proposed treatments and silviculture prescriptions, the contractor will adjust the inputs and keeping all weather and fuel moisture settings constant to the baseline simulations, the landscape will be modeled again. Using results from the baseline and the action simulations, we will compare the resultant outputs.
- The analysis will consider differing fire/fuel scenarios, as well as comparing effects of differing treatment schedules.
- The draft fuels report will identify effects from the proposed actions related to fuels and the expected fire behavior characteristics. Maps and tables will be built to support the analysis and interpretations.

Deliverables:

1. Silviculture modeling documentation
2. Silviculture report
3. Fuels modeling documentation
4. Fuels report

Task 2.2 Biology Specialty

● **Biology Design Features**

- The biologist will prepare a full list of design features to avoid or minimize the effects of the proposed Project on threatened, endangered, proposed, candidate, and sensitive (collectively, TEPCS) wildlife and plants. These will be incorporated into the project design.
- Design features will be in alignment with the San Bernardino National Forest Land Management Plan and referenced guidance documents (i.e. TE Recovery Plans, California spotted owl conservation strategy, etc.,).
- Design features will be crafted in an interdisciplinary fashion. They must be reasonable, feasible, and implementable.
- Where possible, the biologist is encouraged to recommend treatments that align with the Purpose and Need of the Project which promote and increase the quality of habitat for wildlife and native plants.

● **Biological Assessment and Biological Evaluations**

- Prepare a combined Wildlife and Botany Biological Assessment (BA) report that will be submitted to US Fish Wildlife Service as part of Endangered Species Act Section 7 consultation. The BA will focus on how Project activities will impact TEPC and their habitat.

- Prepare two Biological Evaluations (BEs), one for each botany and wildlife discipline. The BEs will focus on how Project activities will have adverse or beneficial effects on Forest Service Region 5 sensitive species and their habitat. The wildlife BE will include a discussion of impacts/benefits to migratory birds in accordance with the Migratory Bird Treaty Act and the US Forest Service Memorandum of Understanding with US Fish and Wildlife Service.
- Policy direction for preparation of these documents can be found in Forest Service Manual 2600 Chapter 2670.
- Communication and collaboration with an assigned US Fish and Wildlife Service biologist will be necessary during the preparation of project Design Features and the BA. US Forest Service biologists and botanists will assist in those communications.
- Development of the BA/BEs will require data collection in existing databases as well as field trips. Previous survey data will also be utilized, as feasible. The US Forest Service will provide all available agency data, including spatial data and survey reports.
- Example and/or template BA/BEs will be provided to the contractor.
- The BA/BEs will include a current description of the species' known distribution, habitat suitability within the project area, and an analysis of potential project adverse and beneficial effects. The complete list of requirements for these documents are listed as follows:
- 2672.42 - Standards for Biological Evaluations – In order to meet professional standards, biological evaluations must be conducted or reviewed by journey or higher-level biologists or botanists (FSM 2634). Biological evaluations shall include the following:
 - An identification of all listed, proposed, and sensitive species known or expected to be in the project area or that the project potentially affects. Contact the Fish and Wildlife Service (FWS) or the National Marine Fisheries Service (NMFS) as part of the informal consultation process for a list of endangered, threatened, or proposed species that may be present in the project area.
 - An identification and description of all occupied and unoccupied habitat recognized as essential for listed or proposed species recovery, or to meet Forest Service objectives for sensitive species.
 - An analysis of the effects of the proposed action on species or their occupied habitat or on any unoccupied habitat required for recovery.
 - A discussion of cumulative effects resulting from the planned project in relationship to existing conditions and other related projects.
 - A determination of no effect, beneficial effect, or "may" effect on the species and the process and rationale for the determination,

documented in the environmental assessment or the environmental impact statement.

- Recommendations for removing, avoiding, or compensating for any adverse effects.
- A reference of any informal consultation with the Fish and Wildlife Service as well as a list of contacts, contributors, sources of data, and literature references used in developing the biological evaluation.

- **Invasive Weed Risk Assessment**

- Existing data from field surveys will be used to identify invasive plant species occurrences in the Project area. Prepare an analysis of the potential for Project activities to contribute to the spread and expansion of these invasive plant

Deliverables:

1. List of design features to reduce or limit adverse impacts to TEPCS wildlife and botany resources;
2. Final Biological Assessment including Botany and Wildlife TEPC that has been reviewed by US Fish and Wildlife Service;
3. Final Biological Evaluation for sensitive plants;
4. Final Biological Evaluation for sensitive wildlife species;
5. Invasive weed risk assessment and data.

Task 2.3 Hydrology Specialty

Prepare a concise hydrology report that analyzes for Project effects on wetlands, floodplains, and municipal watersheds. It is assumed that additional jurisdictional delineation will not be required. Changes to drainage patterns will be compared against baseline conditions of affected surface water hydrology and watersheds.

Prior to the first ID Team meeting, the Contractor will review hydrology in the Project area including springs/seeps, geology, soils, and landforms. The Contractor will collect field data to identify water sources, erosional sources, and further determine Project effects. The Contractor will prepare a draft and final Hydrology specialist report to be reviewed by the BDF hydrologist. The report will recommend design features for the Project which will minimize erosion. The national Best Management Practices (BMP) and regional BMP will be used to produce a Project-specific BMP checklist.

Deliverables:

1. Hydrology report including effects on wetlands, floodplains, and municipal watershed; maps with affected watersheds, and Project-specific BMP checklist.

Task 3: Cultural Resources Surveys

Complete cultural resource field surveys, complete DPR forms, and develop a one final field report per district based on priority. The purpose of this survey is to identify new cultural resources and update previously recorded sites and isolated artifacts, and record, describe, and map their components such that these sites can be managed during implementation of the activities needed to achieve project goals. For this task, it is expected approximately 8,037 acres of intensive surveys and 10,605 acres of reconnaissance/non-intensive surveys will be needed. It is expected that portions of the 8,037 intensive strategy acres will be non-surveyable due to extremely dense vegetation upon field verification, as well as portions of the 10,605 reconnaissance/non-intensive survey areas will be non-surveyable after thorough pre-field analysis is completed and verified with spot field inspections. This task is further detailed in **Attachment 3**.

Please propose costs per survey unit area as described and shown on the maps in **Attachment 3**: FC-1, FC-2, FC-3, MT-1, MT-2, MT-3, SJ-1, SJ-2, and SJ-3. A summary of the approximate acres per survey unit is also included below:

Survey Unit Area	Total Unit Acreage	Approximate Acres Intensive Survey	Approximate Acres Non-intensive (>30% slope)	Approximate Number of Known Sites	Approximate Number of Known Isolates
FC-1	2,982	512	1,945	18	4
FC-2 Central	2,845	826	2,019	6	0
FC-3 West	2,840	1,856	984	23	1
MT-1 GVSBB	2,997	590	503	29	2
MT-2 Hwy 38	2,980	776	965	138	1
MT-3 Hwy 18-330	2,460	576	1,440	42	3
SJ-1 Rouse	2,849	1,085	890	9	0
SJ-2 Idyllwild	2,661	836	981	22	0
SJ-3 North	2,260	980	878	25	0
Total	24,874	8,037	10,605	312	11

Deliverables:

1. Monthly or bi-monthly field survey reports (depending on length of time expected in the field)
2. Fieldwork completion report

3. Draft survey report
4. Final survey report and all site records submitted

Task 4: Project Management

IDT meetings will be held virtually. The IDT and Contractor will be in communication at least bi-monthly (twice per month), or more often via email. The IDT will review documents and provide feedback in a timely manner.

The Contractor is expected to perform these project management services:

- Communicate with the BDF at least bi-monthly, or more often via email;
- Project organization, communication, scheduling, billing, and clerical work;
- Take proactive approach to ensure Project timeline is met;
- Solicit Project input and clarification from BDF when needed;
- Facilitate IDT meetings and prepare and provide IDT meeting notes to Project team;
- Coordinate review and editing of documents; and
- Provide final documents and data to BDF in digital formats, in a well-organized project record.

Deliverables:

1. Attend IDT meetings remotely, take meeting notes, and provide meeting notes to BDF electronically. Contractor to provide updates at each IDT meeting. There will be one Project kickoff meeting and then bi-monthly meetings.
2. Attend up to 2 line officer briefing meetings to provide Project information.

Task 5. GIS Support

The Contractor will provide GIS management for the specialist reports and for the BDF Decision Memos. The Contractor is expected to perform activities including but not limited to:

- Prepare maps to be considered for analysis. Scale to be determined by BDF.
- Prepare detailed maps for each phase per district, for a total of 9 maps to support decisions.
- Prepare map unit cards that will display areas where resource concerns for each site to be analyzed.
- Maintain and submit GIS data in useful formats, in compliance with the BDF GIS Standards and Best Practices included in **Attachment 4**.
- Manage all GIS data for the Project, in compliance with the BDF GIS Standards and Best Practices included in **Attachment 4**.
- Participate in IDT meetings as needed.

V. Proposed Timeline

The proposed Project timeline is below. If a proposal deviates from the proposed timeline, the proposer should note the reason for the change. The proposed schedule below does not include activities related to Task 3. The proposer should develop a timeline for this task as specified in **Attachment 3**.

It is expected that Task 3 – Cultural Resources Surveys will take longer than the Task 2 – Specialist Reports and Effects Analysis. The proposed timeline for cultural resource surveys may go beyond the July 1, 2025 timeline but must be complete by November 1, 2025.

#	Activity Description	Responsible Party	Completion Date
1	Draft proposed action	BDF	Complete
2	IDT meeting 1 – Project kickoff to finalize Project schedule	BDF, Contractor	11/19/2024
3	Provide Project package to Contractor, including draft proposed action and existing data	BDF	11/19/2024
4	Begin field data collection and analyses for specialty reports	Contractor	11/20/2024
5	IDT meeting 2 – Project check-in	Contractor, BDF	12/03/2024
6	IDT meeting 3 – Project check-in	Contractor, BDF	12/17/2024
7	IDT meeting 4 – Contractor provide overview of report progress and template, solicit feedback from BDF.	Contractor, BDF	01/14/2025
8	IDT meeting 5 – BDF provide feedback on report progress and template reviewed in IDT meeting 4.	Contractor, BDF	01/28/2025
9	IDT meeting 6 – Project check-in	Contractor, BDF	02/11/2025
10	IDT meeting 7 – Project check-in	Contractor, BDF	02/25/2025
11	IDT meeting 8 – Contractor provide overview of draft reports progress and solicit feedback from BDF.	Contractor, BDF	03/11/2025
12	IDT meeting 9 – BDF provide feedback on draft report progress reviewed in IDT meeting 8.	Contractor, BDF	03/25/2025
13	IDT meeting 10 – Project check-in	Contractor, BDF	04/08/2025
14	IDT meeting 11 – Project check-in	Contractor, BDF	04/22/2025
15	IDT meeting 12 – Contractor provide full draft reports for BDF review.	Contractor, BDF	05/06/2025
16	IDT meeting 13 – BDF provide review of full draft reports.	Contractor, BDF	05/20/2025
17	IDT meeting 14 – Contractor submit final reports and all other deliverables.	Contractor, BDF	06/03/2025
18	IDT meeting 15 – Project closeout meeting	Contractor, BDF	06/17/2025
19	Project closeout; invoice due to IERCD	Contractor	07/01/2025

VI. Proposal Guidelines and Requirements

Registration and Clarifications

All interested firms must register with IERCD by filling out [this form](https://airtable.com/appufqlye0rcD9U1V/pagMPsHXurWFmRoN8/form) (direct link: <https://airtable.com/appufqlye0rcD9U1V/pagMPsHXurWFmRoN8/form>) by **5:00 p.m. on October 4, 2024**.

Direct all questions regarding this RFP to rfp@iercd.org by **5:00 p.m. on October 4, 2024**. Clarifications will be emailed to all registered firms and published electronically on <https://www.iercd.org/> under the Publications and Disclosures tab by **5:00 p.m. on October 10, 2024**. Interested firms must be registered with IERCD in order to receive RFP clarifications.

Proposal Requirements

Proposals must include the following information:

- Cover Sheet
 - Title of proposal
 - Name and address of firm
 - Contact name, email address, and phone number
- Project Approach
 - Provide a clear statement of project understanding.
 - Describe the proposed team's approach to work, including communication process, project management, and quality control.
 - Provide a detailed description of project approach, including description of all tasks needed for successful project completion. This shall follow the general outline provided in the Scope of Services sections above. Recommended optional tasks may be listed for consideration.
 - Provide members of the proposed project team and define their role in the project.
- Qualifications and Experience
 - Provide resumes for all key project personnel. Indicate number of years each person has been employed by the firm. Resumes should highlight relevant qualifications for this project.
 - Provide concise descriptions of at least three (3) comparable projects in progress or completed within the last five (5) years for which members of the proposed team provided similar services. These descriptions should demonstrate the team's experience relevant to the project described in this RFP. List members of the proposed team who worked on the project(s) and their role. Include contact information for client references.
- Proposed Budget and Fees

- Provide a proposed budget for the Scope of Services described in this RFP. The proposed budget must include hourly rates and hours to complete the project, including sub-Contractors, and any other costs for project completion. The level of effort and associated costs are to be easily understood by IERCD. The proposal must include a complete and fixed price. If the Scope of Services requires modification during the course of work, IERCD will determine whether to amend the current agreement or to issue a subsequent RFP for additional services. Organize the proposed budget by task as outlined in the Scope of Services section:
 - Task 1
 - Task 2 – please provide cost per subtask specified in the Scope of Services (2.1 Vegetation and Fuels Specialty; 2.2 Biology Specialty; 2.3 Hydrology Specialty)
 - Task 3 – please provide cost per survey area as specified in the Scope of Services (FC-1, FC-2, FC-3, MT-1, MT-2, MT-3, SJ-1, SJ-2, and SJ-3) and further described in **Attachment 2**.
 - Task 4
 - Task 5
- IERCD accepts no responsibility for costs incurred by any individual or firm submitting a proposal pursuant to this RFP.
- Proposed Project Timeline
 - Submit a project schedule incorporating milestones with completion of each task required, subdivided as necessary. See the proposed schedule included above. Tasks 1 and 2 shall be complete by July 1, 2025. Tasks 3, 4, and 5 shall be complete by November 1, 2025.

Proposal Submission

Submit the proposal as a single electronic PDF file by **5:00 p.m. on October 24, 2024** via email to rfp@iercd.org. Any proposals received after the due date and time will not be considered. There is no proposal page limit, however, please keep it to a minimum and include only the necessary information. No paper submittals will be accepted, and IERCD's office is not open for deliveries. The offer in each proposal shall remain open for ninety (90) days after the submission deadline. There will be no public opening of proposals.

Proposal Acceptance

IERCD reserves the right to accept or reject any and all proposals, or any item or part thereof, or to waive any informalities or irregularities in proposals.

IERCD reserves the right to withdraw this RFP at any time without prior notice, and IERCD makes no representations that any contract will be awarded to any proposer responding to this RFP.

IERCD reserves the right to postpone proposal review for its own convenience.

IERCD reserves the right to require confirmation of information furnished by proposer, or to ask the proposer for additional evidence of qualifications to perform the work, or to obtain information from any source that has the potential to improve the understanding and evaluation of the proposals.

Issuance of this RFP and receipt of proposals does not commit IERCD to award a contract. IERCD expressly reserves the right to postpone the RFP process for its own convenience, to accept or reject any or all proposals received in response to this RFP, to negotiate with more than one proposer concurrently, or to cancel all or any part of this RFP.

IERCD reserves the right to negotiate any price or provision, task order or service, accept any part or all of any proposals, waive any irregularities, and to reject any and all, or parts of any and all proposals, whenever, in the sole opinion of IERCD, such action shall serve its best interests and those of the tax-paying public. The proposers are encouraged to submit their best prices in their proposals, and IERCD intends to negotiate only with the proposer(s) whose proposal most closely meets IERCD's requirements at the lowest estimated cost. The contract award, if any is awarded, will go to the Proposer whose proposal best meets IERCD's requirements.

Proposals received by IERCD become public information and will be made available to the public upon request after award.

Proposals submitted are not to be copyrighted.

In submitting a proposal in response to this RFP, the proposer is certifying that it takes no exceptions to this RFP including, but not limited to, IERCD's Professional Services Agreement ("Agreement"), which is included here as **Attachment 5** and made a part hereof by this reference. If any exceptions are taken, such exceptions must be clearly noted in the proposal and may be reason for rejection of the proposal. As such, the proposer is directed to carefully review the attached Agreement and, in particular, the insurance and indemnification provisions therein.

VII. Proposal Evaluation and Selection

Evaluation and Selection

Selection will be based on demonstrated competence and qualifications for the services to be performed at fair and reasonable prices. Proposed deviations from the RFP requirements will be noted and taken into consideration. The information provided in response to the RFP requirements will be the basis for evaluation. Failure to provide this information or the inclusion of any conditions, limitations, or misrepresentations may adversely affect the evaluation of your proposal.

IERCD reserves the right not to award any contract or to award multiple contracts.

Proposals will be evaluated using the following criteria:

- Demonstrated experience of the Contractor team in relation to the services required.
- Demonstrated experience, technical competence and availability of key personnel in relation to the services required.
- Recommendations of prior clients.
- Capability of the project team to provide the services desired in a timely manner.
- Value offered considering capabilities and experience of the project team.

Cancellation of RFP

IERCD reserves the right to cancel this RFP at any time prior to contract award without obligation in any manner for proposal preparation, interview, fee negotiation or other marketing costs associated with this RFP.

Notification of Contract Award

All entities submitting responses to this RFP will tentatively be notified of final decision award of contract by **5:00 p.m. on November 1, 2024.**

IERCD may request interviews at their convenience. Every effort will be made to adhere to the stated schedule, but it may be modified as needed without prior notice.

VIII. Attachments

Attachment 1 – Project Map

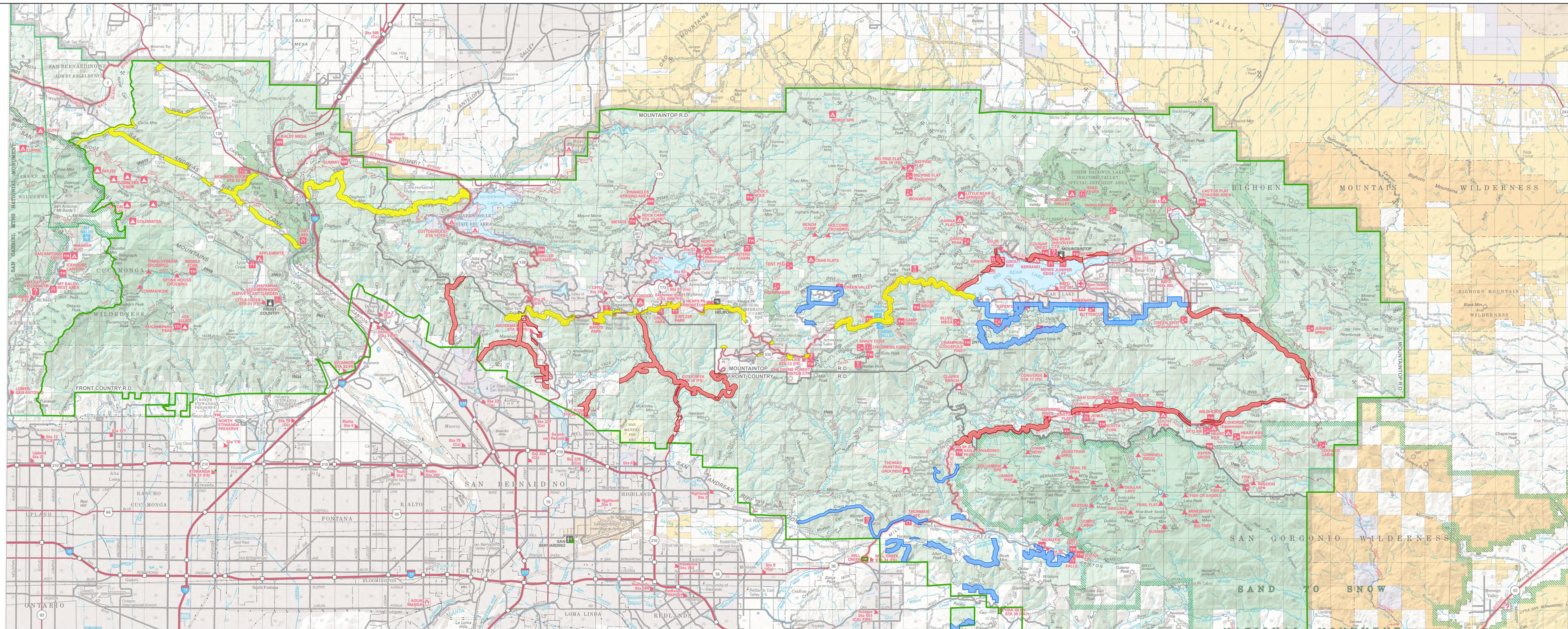
Attachment 2 – Draft Purpose and Need and Proposed Actions

Attachment 3 – Cultural Resources Surveys Scope of Work

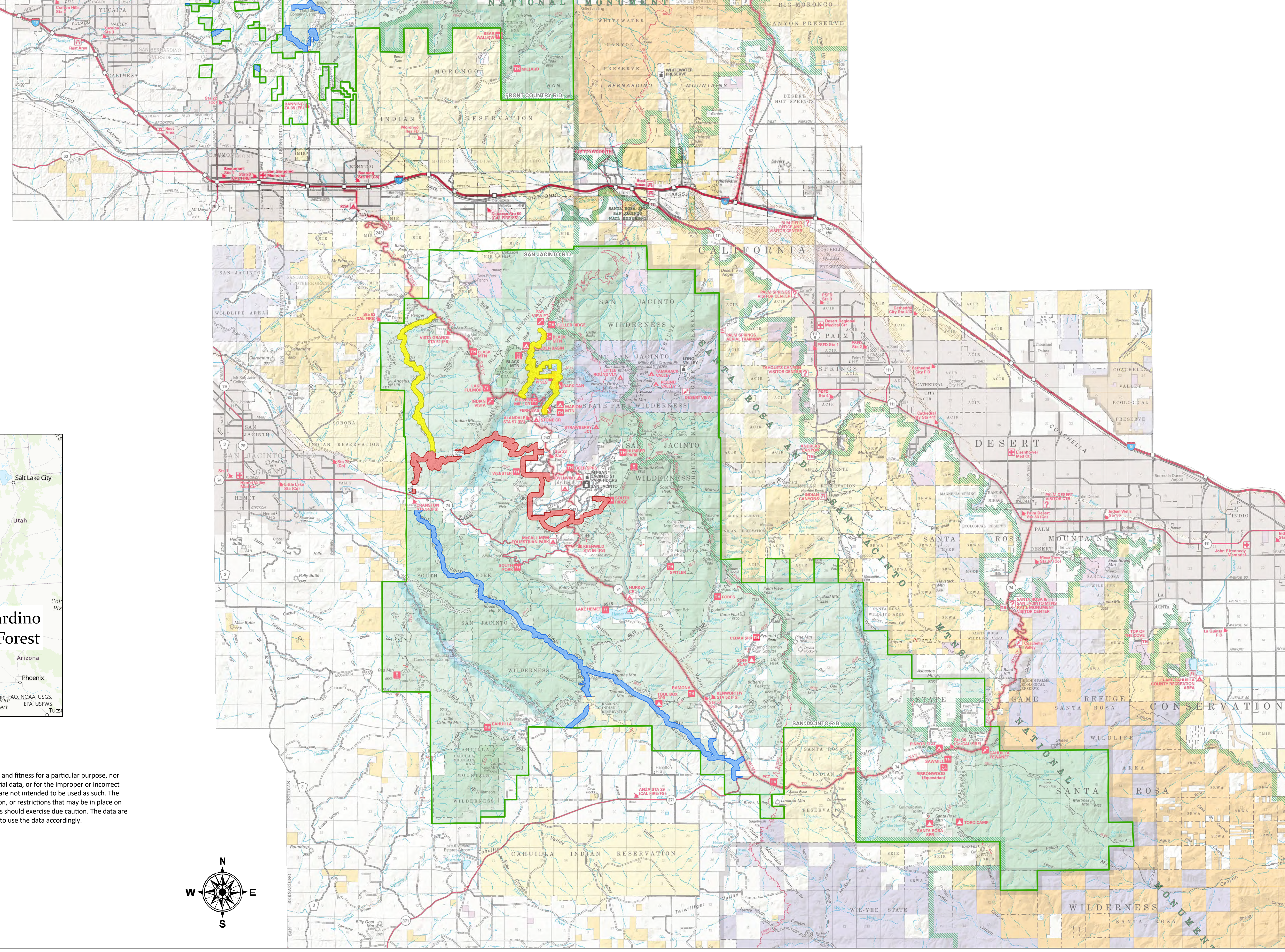
Attachment 4 – BDF GIS Standards and Best Practices

Attachment 5 – IERCD Professional Services Agreement Template

Attachment 1



**FOREST-WIDE COMMUNITY DEFENSE CEs
ROUND 1 PHASES 1-3
SAN BERNARDINO NATIONAL FOREST**



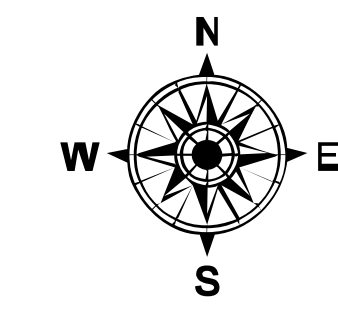
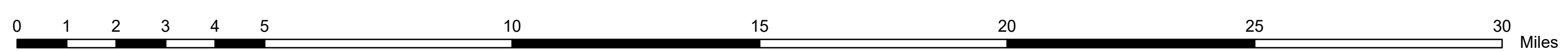
Legend

FOREST-WIDE COMMUNITY DEFENSE CEs ROUND 1

- PHASE 1
- PHASE 2
- PHASE 3
- ADMINISTRATIVE FOREST BOUNDARY
- FRONT COUNTRY/MOUNTAINTOP DISTRICT BOUNDARY



The USDA Forest Service makes no warranty, expressed or implied, including the warranties of merchantability and fitness for a particular purpose, nor assumes any legal liability or responsibility for the accuracy, reliability, completeness or utility of these geospatial data, or for the improper or incorrect use of these geospatial data. These geospatial data and related maps or graphics are not legal documents and are not intended to be used as such. The data and maps may not be used to determine title, ownership, legal descriptions or boundaries, legal jurisdiction, or restrictions that may be in place on either public or private land. Natural hazards may or may not be depicted on the data and maps, and land users should exercise due caution. The data are dynamic and may change over time. The user is responsible to verify the limitations of the geospatial data and to use the data accordingly.



Attachment 2

San Bernardino National Forest Community Defense Fuel Break Project

Purpose and Need

The purpose of the Forest-wide Community Defense Fuel-break project is to create a more fire-resilient forest structure across the vegetation communities within the project area as described in the Land Management Plan (LMP). Specific needs include:

- Improve the ability of southern California communities to limit loss of life and property and recover from the high intensity of wildland fires that are a natural part of this state's ecosystem (Goal 1.1 as defined in LMP Part 1, p.19)
- Reduce the number of acres at risk from excessively frequent fires while improving defensible space around communities (Goal 1.2.2 as defined in LMP Part 1, p. 25)
- Identify and schedule for treatment the high-risk and high-value areas near communities, including the installation of wildland/urban interface (WUI) defense and threat zone vegetation treatments. Highest priority should be given to those evacuation routes, Wildland/Urban Interface Community Defense and Threat Zones and communication site areas with substantial drought and insect-killed vegetation that present a significant threat to life and property in entire communities (Fire 2 as defined in LMP Part 2, p. 157)
- Maintain the existing system of roadside fuel-breaks and fuel-breaks along watershed boundaries to minimize fire size and the number of communities threatened by both fires and floods (Fire 5 is defined in LMP Part 2, p. 159)
 - Take advantage of areas that have burned and wherever possible connect areas burned in wildland fires... as well as fuel-breaks to maintain multiple lines of community defense and minimize future wildland fire patch size
 - Reduce the fire threat to communities using mechanical treatments, prescribed fire and herbicides
- Reduce fire behavior within fuel-breaks to improve suppression opportunities
- Maintain fuel-breaks in a way where fire behavior reduction is continued
- Reduce fire behavior adjacent to communities, egress routes, and infrastructure
- Maintain vegetation or substrate directly adjacent to main roadways in order to reduce ignitions and the potential for fire spread into the forest
- Reduce Chaparral fuel loading in WUI threat zone 50-70% in non-continuous method (mosaic) to create age class diversity and reduce the potential of extreme fire behavior with large flame lengths and spotting that would potentially render a defense zone fuel break ineffective
- Reduce condition where the age class of fuels and fuel loading contribute to an unhealthy forest and put the watershed and associated ecosystems at risk to catastrophic wildfire

Restoring ecosystem structure and resilience would also contribute to the maintenance and improvement of habitat for threatened, endangered, sensitive, rare, and common forest wildlife and plant species, and reduce the threat to these resources from catastrophic wildfire. Restoring ecosystem resilience would also provide for protection and maintenance of watershed function, transportation systems, and heritage resources.

Existing and Desired Condition

The Forest assessed the existing condition of the landscape through:

- Site-visits and field surveys by specialists
- Resource Management
- Aerial imagery

- Geospatial Vegetative layers

The Forest determined the desired conditions based on:

- Land Management Plan Standards, Strategies and Guidance
- Natural Range of Variation Studies
- National Standards and Best Management Practices
- Federal Statutes
- Species Guidance Documents
- Peer-Reviewed Science

In general, the existing condition has:

- Chaparral vegetation density and height is not conducive to safe suppression opportunities
- Density in pinyon juniper woodlands would support crown fire under severe conditions
- Fuel loading within forested ecosystems, both surface and canopy fuels, would support fire behavior that is not conducive to safe suppression opportunities
- Continuous fuels adjacent to roadways perpetuates frequent starts into vegetation
- A higher density of trees than the natural range of variation, fewer large trees, and a species composition mix departed from historic conditions that favors fire-intolerant and shade-tolerant species, such as juniper and white fir.
- Some areas within this project have had previous hazardous fuels treatments in past years and are in various states of regrowth or have been impacted by recent fires and regrowth is currently in an advantages stage to reconstruct the fuel breaks.

In general, the desired condition has the following characteristics:

- The desired condition for chaparral is to establish a diversity of shrub age classes in key areas near communities to improve the effectiveness of fire suppression operation (LMP Part 1, p. 25)
- The desired condition is to have vegetation treated to enhance community protection... Firefighters have improved opportunities for tactical operations and safety near structures, improvements, and high resource values (LMP Part 1, p. 19)
- Urban communities and infrastructure are protected from fire by reducing the flame length and intensity to allow suppression opportunities (LMP Part 1, p 25)
- The vegetation in the Defense Zone is managed in a manner to produce low rates of fire spread, low intensity heat, and short flame lengths in order to increase defensible space and increase firefighter safety (LMP Part 2, p. 27)
- Fuel reduction treatments may be accomplished mechanically, or with the use of prescribed fire or herbicides... Herbicides may be used for maintenance of mechanical fuel treatments or to eradicate invasive non-native plants that displace native vegetation (LMP Part 2, p. 25)

Proposed Actions

The SBNF proposes to treat up to 25,000 acres within the forest boundary to reduce the risk of uncharacteristic wildfire on federal land as well as reducing catastrophic wildfire for adjacent at-risk communities (see Appendix A). Treatments include pile, jackpot and broadcast burning, mastication, thinning, herbicide use, hazard tree removal (dead/dying trees that have the potential to hit roads, utility lines, structures, facilities, and improvements), reforestation to maintain shaded fuel breaks and converting a strip of vegetation adjacent to specified roadways to non-burnable materials. The project will also improve suppression opportunities within fuel-breaks adjacent to private lands, roads, and infrastructure within the national forest.

Treatments are delineated by Wildland Urban Interface (WUI) Defense and Threat Zones (as outlined in Appendix K of the LMP). These zones are broken into vegetation types and intensity of treatment and are

defined as:

WUI Defense Zone: This is the area directly adjoining the structures and evacuation routes that is converted to a less-flammable state to increase defensible space and firefighter safety. The intensity of the vegetation management activities varies by vegetation type and topography. Vegetation is divided into three groups for purposes of providing guidelines:

Grass: Width of 50-100 feet from edge of structures, however on steep slopes, an expanded width of defense zone may be necessary.

Chaparral: Width of 100-300 feet from edge of structures, however, steep slopes or significant mortality may greatly expand width of the defense zones as necessary. Some isolated plants can be left intact within this zone as long as they are maintained in a way as to not ignite during a wildland fire.

Forest: Width of 300 to 1500 feet, except on steep slopes and or in areas of significant tree mortality a greatly expanded width of defense zones will be necessary.

Defense Zone management activities take precedence over all other management activities within the Defense Zone and Standard 8 would apply (LMP Part 3, p. 5)

“Standard 8: Community protection needs within the WUI Defense Zone take precedence over the requirements of the other forest plan direction, including other standards identified in Part 3 of the forest plan. If expansions beyond the 300-foot minimum width of the defense zone is needed due to site specific conditions, projects will be designed to mitigate effects to other resources to the extent possible.” (LMP, Part 3, p. 5)

WUI Threat Zone: This is an additional strip of vegetation modified to reduce flame heights and radiant heat. The Threat Zone generally extends approximately 1 ¼ miles out from the Defense Zone boundary. Yet, actual extents of Threat Zones are based on fire history, local fuel conditions, weather, topography, existing and proposed fuel treatments, and natural barriers to fire and community protection plans, and therefore could extend well beyond the 1 ¼ mile.

Table 1 – Proposed treatment activities and standards		
Interface Zone	Desired condition	
WUI Defense Zones: All treatment activities listed below in Treatment Activities will be considered to meet the desired condition and for maintenance.		
Adjacent to Structure/Infrastructure (<100ft)	Timber-	<ul style="list-style-type: none"> • Thin to minimum 40% crown closure • Reduce <80% shrubs under canopy • Treat and maintain 10ft canopy base height.
	Chaparral, shrub, and grasses	<ul style="list-style-type: none"> • Reduce hazardous vegetation <80% or allow for irrigated, less flammable plants

		<ul style="list-style-type: none"> Remove grasses to bare soil, or maintain with irrigation and mowing
300-500ft from Structure to max width of Defense Zone by vegetation type	Timber (<1500ft)	<ul style="list-style-type: none"> Thin to minimum 40% crown closure Reduce <80% shrubs under canopy Treat and maintain 10ft canopy base height.
	Chaparral, shrub, and grasses (< 300ft)	<ul style="list-style-type: none"> Reduce Vegetation <70% in noncontiguous mosaic pattern
<p>WUI Threat Zones: All treatment activities listed below in Treatment Activities will be considered to meet the desired condition and for maintenance.</p>		
From edge of Defense Zone to 1.25 miles from the edge of the Defense Zone or proposed project boundary	Timber	<ul style="list-style-type: none"> Thin to a minimum 40% crown closure or to LMP standards to meet resource objectives. Reduce understory shrubs to eliminate ladder fuels to the crowns Treat and maintain 10ft canopy base height.
	Chaparral, shrub, and grasses	<ul style="list-style-type: none"> Reduce vegetation 40-60% in a noncontiguous mosaic pattern
<p>Transportation Corridors: All treatment activities listed below in Treatment Activities will be considered to meet the desired condition and for maintenance.</p>		
0-30 feet from Roadway		<ul style="list-style-type: none"> <30 feet bare mineral soil in grass/shrub vegetation the rest of the 30 feet will be maintained to less than 3 inches. Prune canopy < 10ft canopy base height Thin where needed < 40% crown spacing

	<ul style="list-style-type: none"> • Hardscape where ignition and erosion concerns are present.
30-1000 ft from Roadway	<ul style="list-style-type: none"> • Prune canopy < 10ft canopy base height • Thin where needed < 40% crown closure • Planting of less flammable vegetation or trees • Reduction of 50-70% vegetation in a mosaic pattern where accessible
<p>Treatment Activities: All treatment activities will be considered to best achieve desired condition and for maintenance.</p>	
<ul style="list-style-type: none"> • Prescribed Fire (jackpot, broadcast, pile) • Thinning- manual and mechanical • Piling, yarding, skidding removal of slash or hazardous fuels • Reforestation/re-vegetation of native species • Fuelwood/ timber/Biomass/vegetation product sales 	<ul style="list-style-type: none"> • Application of pesticide, biopesticide or herbicide • Mastication with tracked/rubber tired • Mowing- tracked/rubber tired • Chipping- tracked/trailer

Prescribed Fire

Prescribed fire is included as an option within the project area. Prescribed fire includes broadcast burning, pile burning, and jackpot burning. The intent of prescribed fire is to mimic historic fire disturbance to reduce surface fuel loadings, raise canopy base height, reduce tree densities, and control regeneration of conifers and shrubs.

Prescribed fire would adhere to the Forest Service Manual 5140, the “Interagency Prescribed Fire Planning and Implementation Guide” and other relevant agency publications. A site-specific prescribed fire plan is required prior to implementation of any prescribed fire. Site-specific fire plans are reviewed annually by fire personnel, resource specialists, and an agency administrator to ensure the plan is valid, and meets objectives and resource considerations.

Prescribed fire may be used alone or in combination with other treatments and more than one prescribed fire may occur on any given acre of the project to move towards and maintain desired conditions. Prescribed fire will be applied intermittently over the life of the project for maintenance as determined by monitoring.

Broadcast burning would be applied to ecosystems with frequent-fire regimes such as yellow-pine mixed-conifer, black oak, and meadows. Limited broadcast burning may be applied to sagebrush and great basin shrub dominated areas to introduce different aged shrubs and reduce the continuity of decadent shrubs. In certain California spotted owl nest stands and Pair Activity Centers (PAC), fuels personnel will work with wildlife personnel to establish objectives for prescribed fire in order to build fire resilience in these stands.

Jackpot burning would occur post-mechanical treatment to reduce fuel loading where mechanical treatments left large accumulations of logs. Jackpot burning may occur in conjunction with

broadcast burning and would be conducted during times soil moisture is higher to avoid soil scorch.

Pile burning would occur post-mechanical treatments. Pile-burning is used to reduce accumulations of small trees, small shrubs, limbs, and other project-generated material that is not useful for firewood or other forest products. Pile burning occurs during winter months when spread away from piles is unlikely and moist, cool conditions reduce potential for soil damage.

Mechanical Treatments

Mechanical treatments would be used to prepare stands for prescribed fire or may also be used as a stand-alone treatment in plant communities where frequent fire is not appropriate, or where existing vegetation would produce undesirable high-severity fire. Mechanical treatments would be used to move towards the desired conditions, as appropriate for vegetation type, as defined in the desired conditions table.

Treatments may include thinning, mastication, or chipping. The cutting method, (hand vs machine) will be guided by project design features and stand-specific conditions. For instance, treatments to remove conifers encroaching on meadow and pebble plains habitats would be done by hand to reduce impacts to sensitive and rare plant species. Removal methods will also be guided by design features and site-specific conditions. Hand cut and carry may be required for pebble plains and some meadows where prescribed fire is not indicated. Cut material may also be moved adjacent to roadways for disposal through personal or commercial forest products sales. In most cases, material from mechanical treatment will be consumed through application of prescribed fire.

Thinning would be utilized in stands to meet the prescribed crown closure. Removal of shade tolerant species, such as white fir, would be prioritized to increase growing space for shade intolerant species such as Jeffrey pine. Where operationally feasible, sugar pine, limber pine, black oak, and all trees established pre-European settlement would be retained.

Project-generated wood may be left on-site, moved to suitable locations for public fuel wood gathering, decked, and sold under commercial fuel wood permits, or piled and burned. Other debris generated may be masticated, lopped and scattered to facilitate future prescribed fire treatments, or chipped.

Attachment 3

Scope of Services for Task 3. Cultural Resources Surveys

BDF proposes to treat up to a total of 24,874 acres divided into 9 separate and non-contiguous areas across the three Ranger Districts, labeled as phases 1, 2, and 3 on the overview map of the project (**Attachment 1** to the RFP). These areas are further delineated as FC-1, FC-2, FC-3, MT-1, MT-2, MT-3, SJ-1, SJ-2, and SJ-3 on specific survey coverage maps below. Regarding the project Area of Potential Effects (APE) GIS layer, the BDF knows of some ownership boundary discrepancies in its data; therefore, minor adjustments of survey boundaries on some parcels may still be made once these known private property boundary issues are resolved.

In order to fulfill obligations under Section 106 of the National Historic Preservation Act of 1966, and the implementing regulations of 36 CFR § 800, the BDF needs to complete the inventory for the Project area that has either not been previously surveyed or where previous survey coverage is outdated and now considered inadequate per current standards. The BDF has determined that portions of the Project have been previously surveyed adequately. The remaining areas requiring survey are divided into two categories that will employ differing inventory strategies due to slope and other factors, approximately 8,037 acres of intensive methods and 10,605 acres of reconnaissance/non-intensive methods, as defined below. The purpose of this survey is to identify new cultural resources and update previously recorded sites and isolated artifacts, as well as record, describe, and map their components such that these sites can be managed during implementation of Project activities. It is expected that portions of the 8,037 intensive strategy acres will be non-surveyable due to extremely dense vegetation upon field verification, as well as portions of the 10,605 reconnaissance/non-intensive survey areas will be non-surveyable after thorough pre-field analysis is completed and verified with spot field inspections.

I. Scope of Services

This subtask includes three components: (1) conduct pedestrian survey of the approximately 18,642 acres within the Project area APE employing the strategy listed below for intensive and reconnaissance/non-intensive level surveys (see attached maps on USGS 7.5' Phelan, Telegraph Peak, Cajon, Silverwood Lake, San Bernardino North, Harrison Mountain, Keller Peak, Butler, Peak, Fawnskin, Big Bear Lake, Big Bear City, Onyx Peak, Moonridge, Forest Falls, Yucaipa, Beaumont, Lake Fulmor, San Jacinto Peak, Blackburn Canyon, Idyllwild, Anza, and Butterfly Peak, CA topographic quadrangles); (2) identify, record new or update, and map any sites and isolated artifacts found within this area on DPR forms and spatially through GIS; (3) prepare a professional quality report following ARMR guidelines that documents the pre/historical and environmental context, inventory methods, inventory results, and initial site interpretation/recommendations within their historical and environmental context; and (4) differentiate and map any areas that are not surveyed due to extremely dense vegetation or other factors upon field verification that deems it unsafe or impossible to attempt survey in such locations. Areas containing too dense of vegetation to survey may be determined appropriate for deferred surveys.

Intensive level coverage: Transects spaced no more than 30 meters apart for areas up to 30% slope.

Reconnaissance or other non-intensive methods: Transects spaced >30 meters apart, survey of specific culturally sensitive landforms that are more conducive for identifying sites, specific locations of features/possible features as identified through pre-field research, historic maps or aerials, etc., and spot field inspections.

Non-Surveyable Acres: These acres are considered by the Government to have unsecured footing, brush that makes it unsurveyable, or of exceedingly low sensitivity for cultural resources and cannot be surveyed. These areas can be excluded from physical examination. These non-surveyed areas will be labeled “Non-Surveyable” by the Contractor and will be attributed in GIS as “Non-Surveyable” and reason it is non-surveyable and included within the Draft and Final Report survey coverage map(s). There will be no compensation for Non-Surveyable acres; they will be dropped from payment.

Recommending Changes to the BDF’s Suggested Survey regarding Non-Surveyable Areas after Approval of the Initial Survey Plan: If terrain, density of vegetation, footing, or other physical constraints force a change in the surveyability, the Contractor shall recommend a change in the polygon’s surveyability and seek BDF approval in advance. Any changes that are not approved in advance by the BDF shall be resurveyed in transects 30 meters or less apart.

The proposed areas are divided into the nine non-contiguous survey phases as described below and depicted on survey needed coverage maps. See Table 1 for survey acres for each area.

- FC-1 consists of the areas surrounding Yucaipa, Angelus Oaks, Forest Falls, Oak Glen, and Banning Bench.
- FC-2 Central consists of the areas near Bailey Canyon, Marshall Peak, and City Creek.
- FC-3 West consists of the areas near Cleghorn Ridge, Lone Pine Canyon, and West Cajon Valley.
- MT-1 GVSBB consists of the areas surrounding the community of Green Valley and South Big Bear.
- MT-2 Hwy 38 consists of the areas along Highway 38 from Angelus Oaks to Big Bear City.
- MT-3 Hwy 18/330 consists of areas along Highway 18 at Waterman Canyon to Big Bear Lake.
- SJ-1 Rouse consists of the areas on Rouse Ridge to Thomas Mountain.
- SJ-2 Idyllwild consists of the areas surrounding the community of Idyllwild.
- SJ-3 North consists of FS Roads 4S06 and 4S10 between Highway 243 and San Jacinto Ridge Road (5S09), and Black Mountain Road (4S01) to 4S02 near Fern Basin and including the area surrounding the community of Pine Wood.

Some of these areas have been previously surveyed and many sites are already known and have been recorded within these survey boundaries. The site types identified in this area generally consist of Native American habitation and food processing sites, flaked and ground stone artifact

scatters, CCC stations and camp, quarries, water conveyance systems, transmission lines, mining sites and features, historic period artifact scatters, structures, roads, trails, picnic areas, campgrounds, and recreation residence tracts. These known sites have site records with varying degrees of adequacy; therefore, varying degrees of site updates will also be needed. Some sites that were recorded more recently will only require validation of existing record, current condition, photographs, location, and a minimal updated record to be completed (i.e., Primary Record, Continuation Sheet, Location Map, etc.), while other sites that only have decades old site record will require a full updated record (all relevant DPR forms). This statement regarding the level of recording does not negate the requirement to provide adequate site record updates for any of the previously recorded sites, as changed conditions or lack of detail in prior recording may warrant completion of all appropriate DPR forms to properly record site components, which can only be assessed upon current field visit and site inspection. All previously recorded sites located within the total unit acres but outside the current areas requiring intensive or non-intensive survey coverage require a site visit/updated records. Table 1 shows approximate number of sites currently known in each of the Survey Unit Areas.

Table 1. Approximate Acres Requiring Survey and Number of Known Sites and Isolates

Survey Unit Area	Total Unit Acreage	Approximate Acres Intensive Survey	Approximate Acres Non-intensive (>30% slope)	Approximate Number of Known Sites	Approximate Number of Known Isolates
FC-1	2,982	512	1,945	18	4
FC-2 Central	2,845	826	2,019	6	0
FC-3 West	2,840	1,856	984	23	1
MT-1 GVSBB	2,997	590	503	29	2
MT-2 Hwy 38	2,980	776	965	138	1
MT-3 Hwy 18-330	2,460	576	1,440	42	3
SJ-1 Rouse	2,849	1,085	890	9	0
SJ-2 Idyllwild	2,661	836	981	22	0
SJ-3 North	2,260	980	878	25	0
Total	24,874	8,037	10,605	312	11

The Contractor shall provide any and all labor, equipment, supplies, services, permits, and licenses necessary to perform a cultural resources inventory and complete the following tasks. The contractor shall meet the provisions of the Archaeological Resources Protection Act of 1979

(ARPA) Regulations Sections 43 CFR 7.8 and 7.9 regarding professional standards and training, and requiring that investigations, reporting, and curation of collected archaeological materials, if authorized by the Forest Service, comply with ARPA requirements.

The following work shall be completed by the Contractor:

Task 3.1 Pre-Field Preparation

- a. Prior to the start of fieldwork during pre-work discussions on the APE and inventory strategy, background research shall be performed to ensure the Contractor is familiar with the types and classes of resources in the project area, including a search of the Forest Heritage files. Some of the sources for the background search are included in the list below, but are not limited to:
 - Archaeological or Cultural Overviews provided by the Forest.
 - Archaeological Site and Survey Records, Land Status, Plat Maps, etc., located at the Forest Service Offices
 - BLM GLO online database
 - California and National Registers of Historic Places
 - California Historical Resources Information System (CHRIS) files
 - Historic USGS topographic and aerial imagery
- b. Slope analyses show project locations within the APE that are potentially suitable for intensive and non-intensive survey methods. Pre-field research for all areas is still required and may reduce acres requiring survey. Upon field inspection and verification, additional acres may be further reduced for visibility or access issues, vegetation density, and/or other safety considerations. Areas excluded from intensive survey, may be inventoried through reconnaissance level survey, or non-intensive methods. These areas will be documented, distinguished, and identified on survey coverage maps and GIS data and the strategy will be approved by the Forest Heritage Program Manager (or their Delegated Heritage Professional Staff) prior to conducting fieldwork.
- c. Obtain the most-current version of the project area and APE survey maps, associated geographic information system (GIS) files from the SBNF.
- d. Obtain an archaeological investigations permit from the BDF by submitting an *Archaeological investigations permit application form* a minimum of 30 days prior to the desired date of fieldwork.
- e. Prepare a plan of work that will include any recommended changes to the survey coverage based on results of the background research, the results of the records search and any research questions, proposed fieldwork methods, schedule of work, and protocols for safety and treatment of human remains or NAGPRA finds.

Task 3.2 Fieldwork

- a. Class III inventory shall be conducted for the project APE. Class III survey is a pedestrian field

- inventory (30 meter or less transect spacing) that provides a complete record of cultural properties, located from surface and naturally exposed profiles. Areas with slope >30% will be surveyed using reconnaissance/non-intensive survey strategy.
- b. All identified cultural resources, features, and artifacts shall be documented to current professional standards.
 - c. Mark site with an aluminum capped field datum on a rebar stake.
 - d. All areas of the APE that do not receive complete intensive survey coverage or reconnaissance level survey coverage (e.g., 0-20% ground visibility, or other safety/access constraints), shall be delineated on maps and shapefiles provided to the Forest.
 - Documenting Survey Intensities: The Contractor shall record all survey intensity levels on a 7.5 Minute USGS Quadrangle Map. The accomplished survey intensities on this map shall be digitized and the acreage computed. A map showing deviations from the approved survey intensities shall be included with each Session Report. A Survey Map depicting all field survey accomplished (that clearly illustrates survey intensity levels used) shall be included in the technical report.
 - e. The Contractor shall submit biweekly (or monthly depending on the expected duration of field work) progress reports to the Heritage Program lead in electronic format (word/pdf files). The start date for the first progress reporting period shall be the day that fieldwork is initiated, as per the contractor's notification to the Heritage Program. The progress reports shall contain the following information:
 - Contractor's assessment of the amount of work completed and time remaining for task completion.
 - Contractor's documentation of the number of days (if any) field crews were not able to work due to conditions beyond their control such as weather, road conditions, or wildlife concerns.
 - Topographic maps at the 1:24,000 scale (or other agreed upon scale) clearly showing all areas in which inventory has been completed—with site locations indicated.
 - Progress reports shall include the contract number, task order number, and project name at the top of the first page.
 - Progress reports shall be submitted to the Heritage Program Manager and District Archaeologists within one (1) week of the last day of the reporting period.

Task 3.3 Post-Field Analysis and Reporting

- a. Additional documentation requirements include the following:
 - Digital photographs, both site overviews and artifact/features, for each new resource identified or updated.
 - GPS data will be provided as ESRI shapefiles (shapefiles shall be polygons and in datum NAD 83 and projected to NAD 1983 UTM Zone 11N).
 - GIS data will include any new, and updated, resource locations and all survey coverages. Survey coverages will be distinguished as intensive/non-intensive/or incomplete/not

- surveyed (e.g. as polygons).
- The Area of Potential Effects (APE) map will be approved by the Forest HPM at the time of the execution of the archaeological investigation permit being executed, and produced and submitted at a scale that best illustrates all project related activities.
 - A cultural resource map will be produced at a scale that best illustrates the spatial relationships and distributions between the APE and any identified resources.
 - For site records, all location maps will be produced at 1:24,000-scale compatible with USGS quad maps. Site sketch maps will be created at a scale that best illustrates the spatial relationships of site features and artifacts as determined by the contractor. Site boundaries shall be polygons (linear features also to be polygons) and all individual sites will include a reference point (UTM) at the designated site datum, for identification purposes.
 - New sites or updated sites will be recorded on all applicable DPR forms and will be photographed, and the location will be documented with GPS coordinates and identified on site sketch maps. If photographs are taken a Photographic Record (DPR-523I) and photographs printed on a Continuation Sheet (DPR-523L) are required.
 - A datum will be described in the record and posted at the site. Contractor shall submit draft site records to Forest Service Heritage personnel for assignment of Forest Service site numbers.
- b. The contractor shall submit a Fieldwork Completion Report via email, as an attachment in Microsoft Word and pdf, once the contractor has completed all fieldwork. The report shall be submitted in a narrative format and be descriptive yet brief in nature. This report shall include the report title, contractor name and contract number, date of report, dates of fieldwork, number and types of sites found, and anticipated challenges for subsequent phases of work and proposed resolutions.
- c. Complete all appropriate California Department of Recreation (DPR) Site Record Forms for each site (e.g., Primary and Archaeological Records, Sketch and Location maps, and other forms relevant to the features found) and isolated occurrence (Primary Record, photo, and Location map). Update site records for previously recorded sites to reflect current conditions and professional observations/interpretations. Drafts site/isolate records will be submitted for FS review.
- d. A technical report shall be completed. The report shall generally follow the format identified in *Archaeological Resource Management Reports (ARMR) Guidelines* and will be of professional quality. The report shall include Forest Service site numbers and California Historical Resources Information System trinomials and P-numbers for all sites. A draft report will be submitted for FS review.

Task 3.4 Complete and Submit Final Report and Site Records

- a. All geospatial data generated by the project shall be submitted as shapefiles in accordance with SBNF GIS standards. These data shall include, but not be limited to, points (isolates, site datum), polygons and metadata related to site datums, site boundaries, features, locus

boundaries, and artifacts visible on the surface. All survey coverage (intensive, non-intensive, and non-surveyable) and site boundary shapefiles will be provided as polygons.

- b. Following Forest Service review, a final report and site records will be submitted to the Forest Service as a Word Document, as a PDF copy, and as a hardcopy original. Upon approval, a final report and site records will be submitted to the SCCIC.

II. Native American Consultation

Native American Consultation with local tribes shall be coordinated by the SBNF. The Contractor may be requested by the SBNF to coordinate with those tribes participating in consultation with the SBNF and to provide information and site access during fieldwork.

III. Personnel

Project personnel must meet the appropriate Professional Qualifications Standards defined in the Secretary of the Interior's Standards and Guidelines (36 *Code of Federal Regulations* 61).

IV. Period of Performance and Deliverables

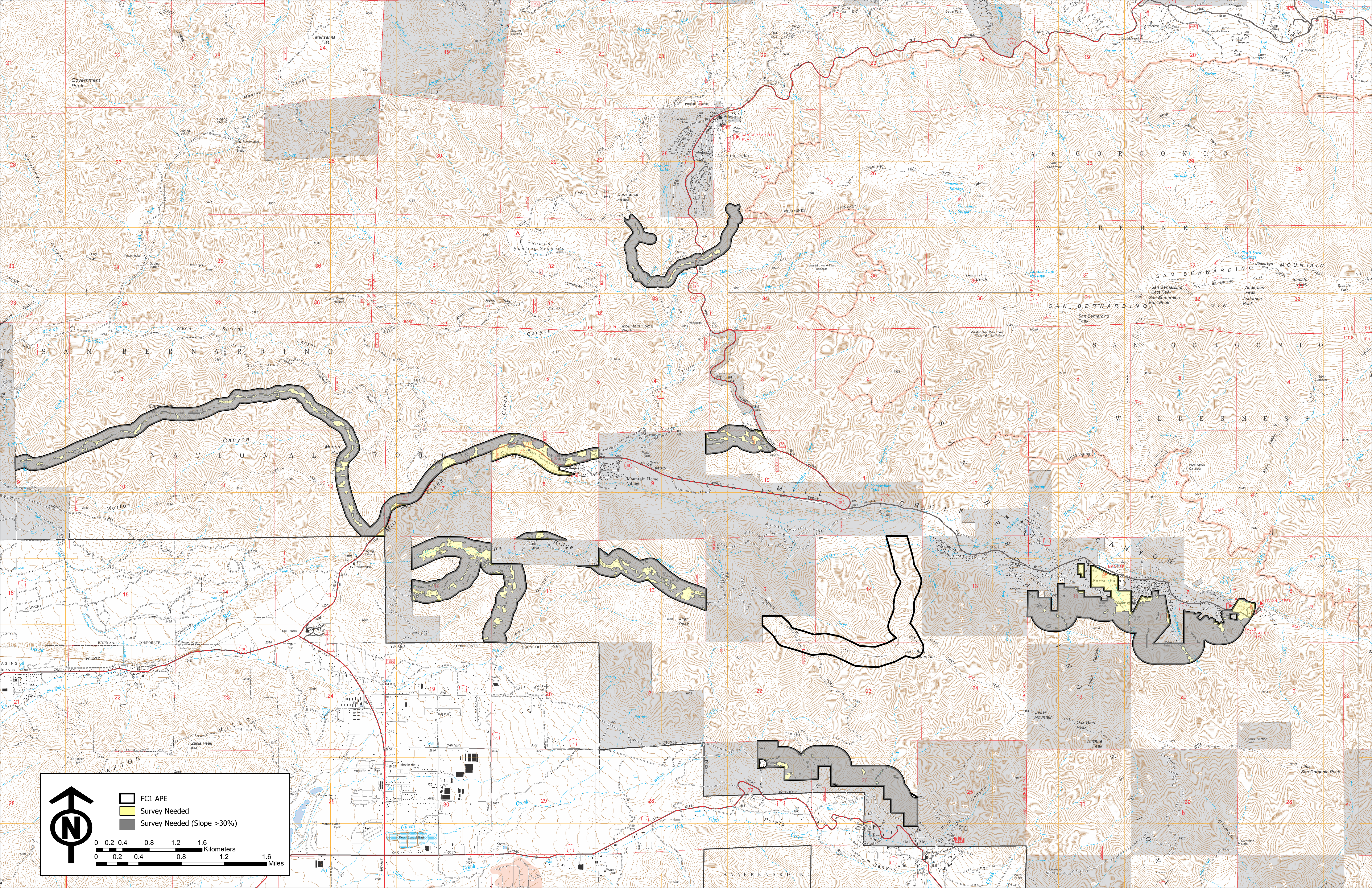
Tasks Performed herein shall begin upon award of contract and receipt of notice to proceed (NTP). The period of performance will be 12 months from the NTP, and the tasks shall be completed in accordance with the deliverables schedule (Table 2).

- a. Fieldwork Completion reports: The contractor shall submit a preliminary fieldwork completion report to the Heritage Program lead within 30 days of completion of fieldwork. The preliminary report shall summarize work that was done, how it was done, by whom, where, and the results, including maps and global positioning satellite data.
- b. Draft Final Report and Site Records: Within 60 days of completion of fieldwork, the contractor shall submit an edited draft final report and site records to the Heritage Program lead for assignment of Forest Service site numbers and for review to ensure conformance with applicable laws, regulations, policies, and procedures and the terms and conditions of this permit. The report shall include professional recommendations regarding resource significance, as appropriate.
- c. Final Report and Site Records: Within 30 days after receipt of government comments, the Contractor shall submit final report and site/isolate records (DPR forms) to the Forest Service in both hard copy (one original and two copies) and digital formats (Microsoft Word and Adobe PDF).
- d. All GPS and GIS data (raw, uncorrected and corrected), field notes, site forms (DPR 523 forms) digital photographs, and other media generated under this contract shall be submitted to Forest Heritage Program lead for curation within ninety (90) days of acceptance of the final report by the Forest.

- e. The schedule for deliverables will be guided by the terms and conditions of the contract and archaeological investigations permit. The executed archaeological permit, once signed by the Agency Official, will be considered a “Notice to Proceed.”
- f. All deliverables are property of the Forest Service. All materials gathered and/or developed in the performance of these tasks listed shall be returned to and become property of the appropriate Forest Service unit; and shall not be used and/or distributed by the contractor without specific written permission from the applicable Forest.
- g. The collection of artifacts during this specific contract is not authorized. Although artifact analysis may be used in the evaluation of sites, artifacts should be collected only if they are clearly diagnostic, unique, valuable, or in imminent danger of destruction or loss and at the approval of the Forest Heritage Program lead. Identification and recordation of a historic archaeological deposit may be accomplished in the field by the examination of extant materials and artifacts, without their collection. If collection is determined to be necessary, artifact analysis and curation shall be consistent with federal requirements. Collected items will be sorted, tabulated, and cataloged by artifact class.

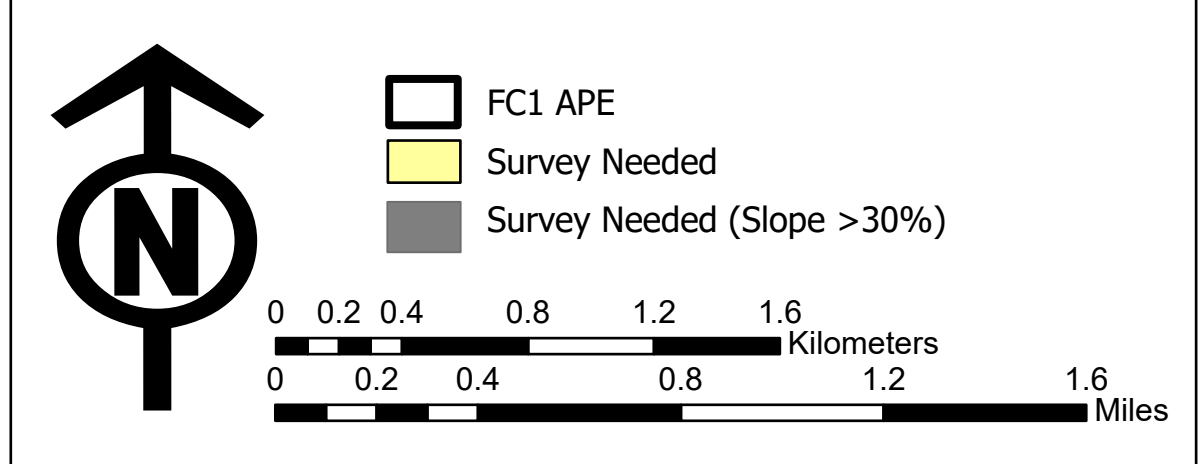
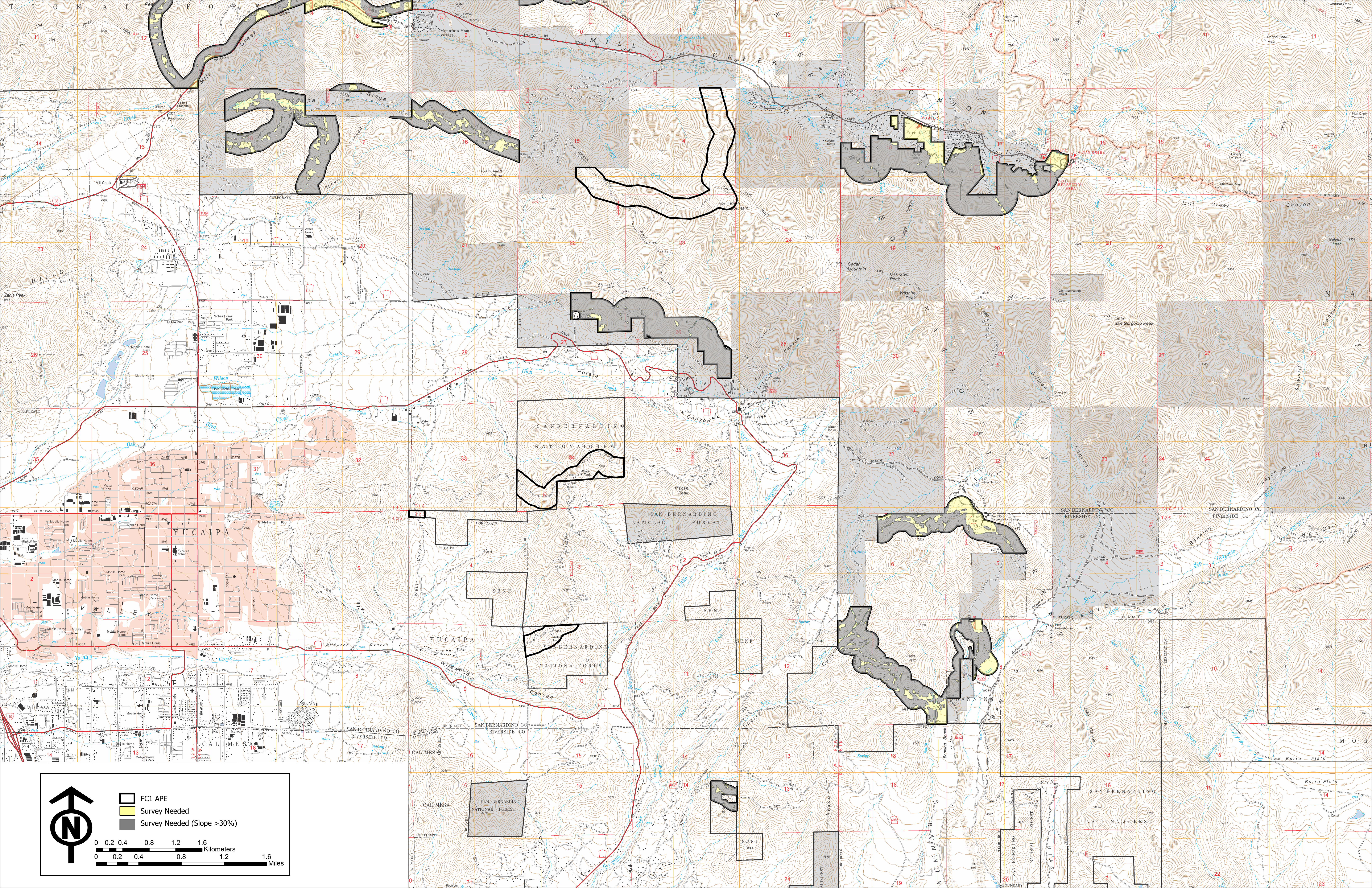
Table 2. Deliverables and Schedule

Submittal	Schedule	Format
Work Plan	30 days after notice to proceed	1 Word document 1 PDF
Progress Reports (biweekly or monthly)	Within 7 days of the last day of each reporting period	Email
Fieldwork Completion Report	30 days after the completion of fieldwork	1 Word document 1 PDF
Draft Survey Report and Site Records	60 days after completion of fieldwork	1 hard copy 1 Word document 1 PDF
Final Survey Report/Site Records	30 days after receipt of government comments on the Drafts documents	3 hard copies 1 Word document 1 PDF
Close Task Order	Period of Performance ends 365 days after Notice to Proceed	N/A

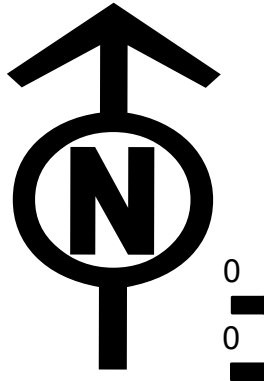
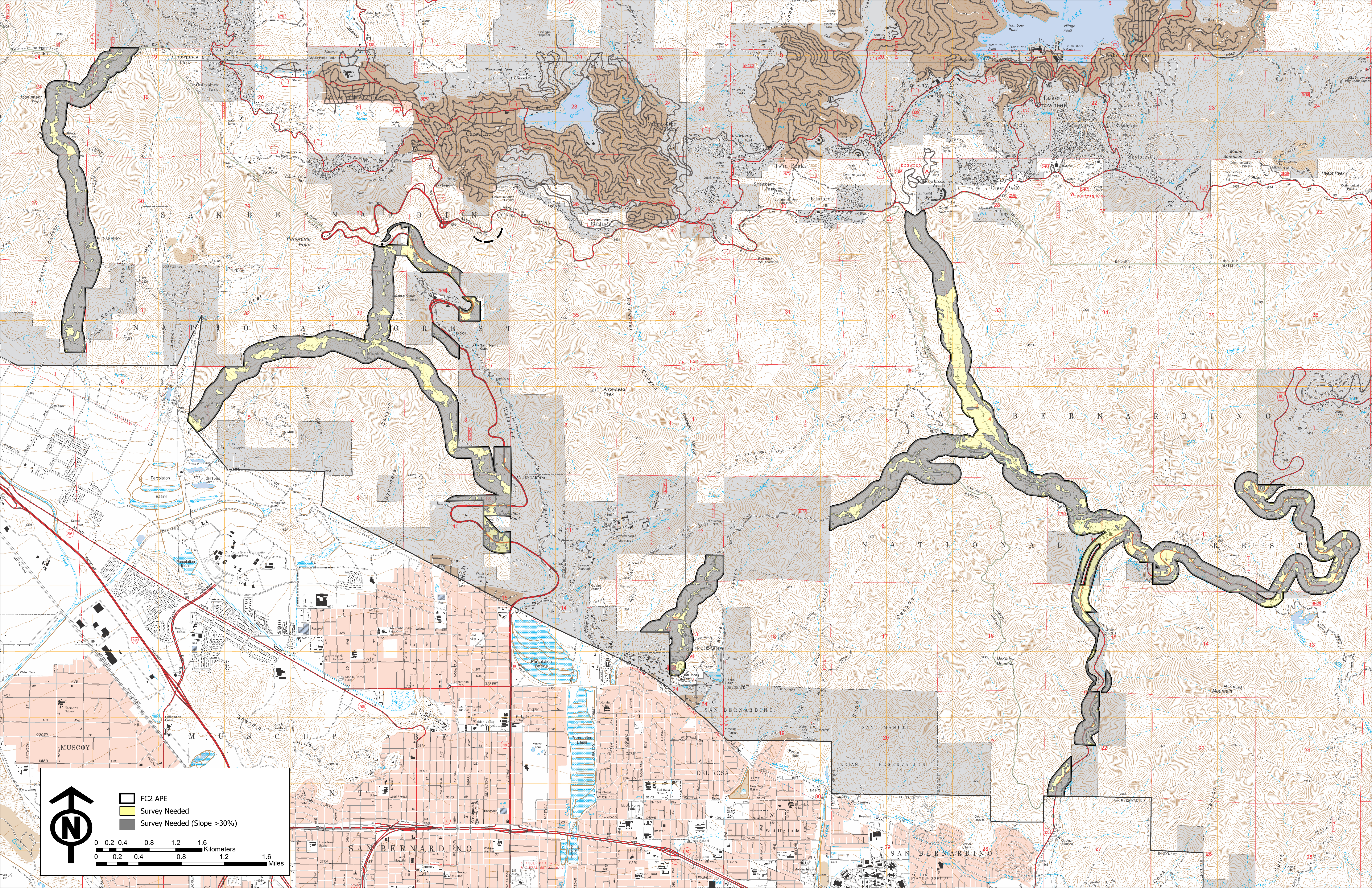





FC1 APE
Survey Needed
Survey Needed (Slope >30%)

0 0.2 0.4 0.8 1.2 1.6 Kilometers
0 0.2 0.4 0.8 1.2 1.6 Miles

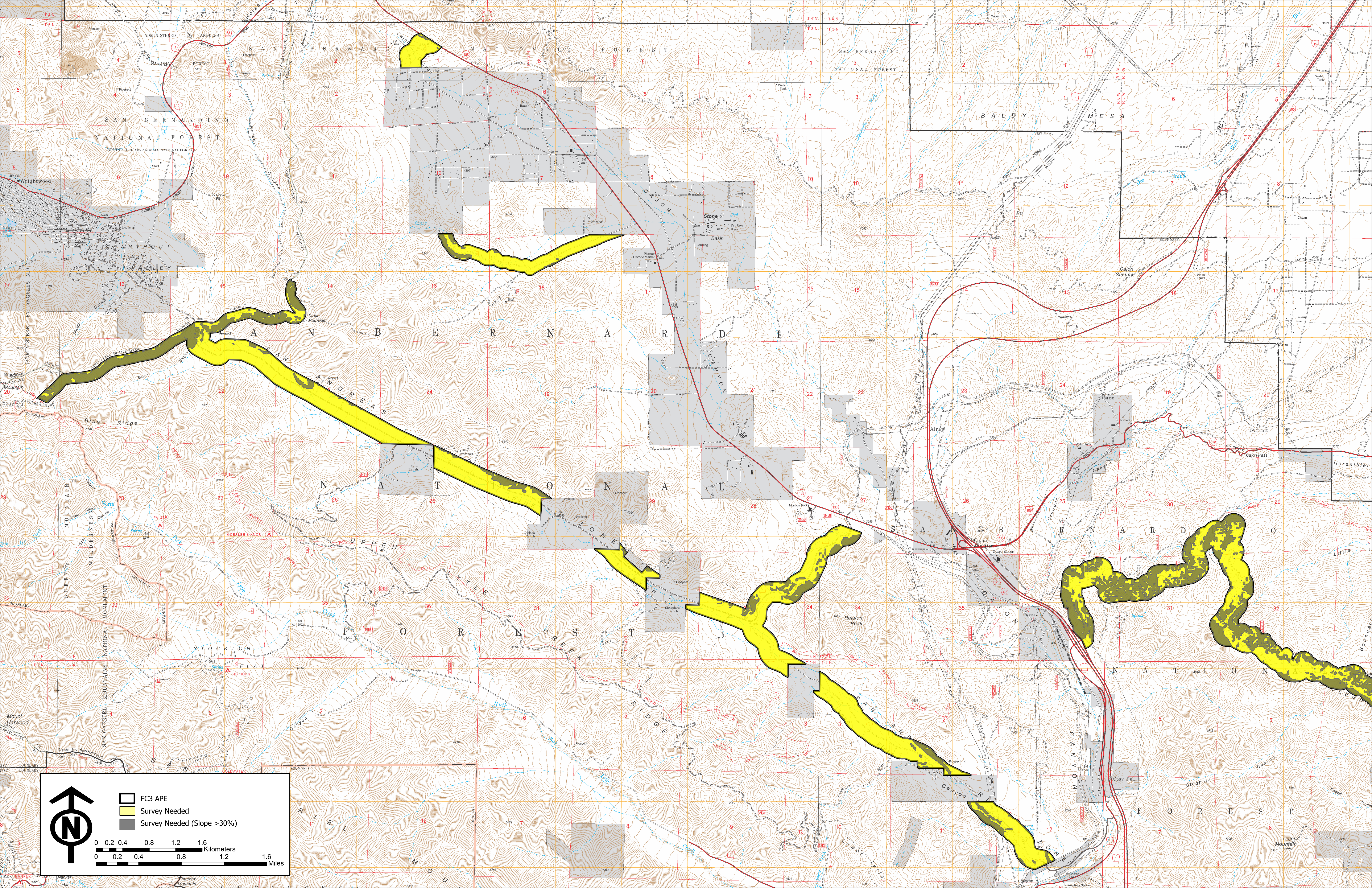





- FC1 APE
- Survey Needed
- Survey Needed (Slope >30%)



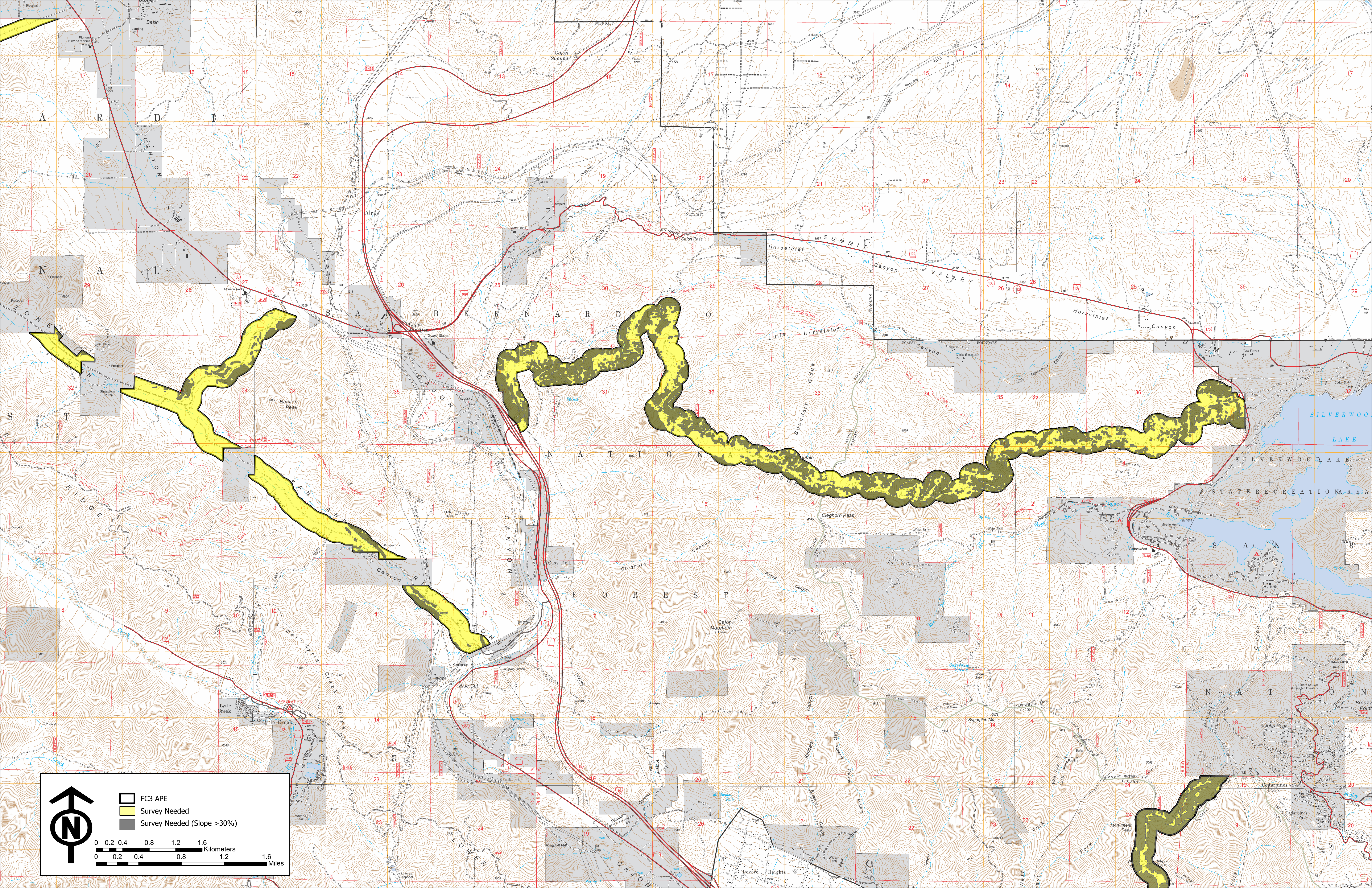
-  FC2 APE
-  Survey Needed
-  Survey Needed (Slope >30%)

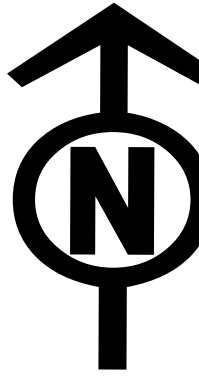
0 0.2 0.4 0.8 1.2 1.6 Kilometers
0 0.2 0.4 0.8 1.2 1.6 Miles



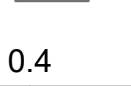


-  FC3 APE
-  Survey Needed
-  Survey Needed (Slope >30%)

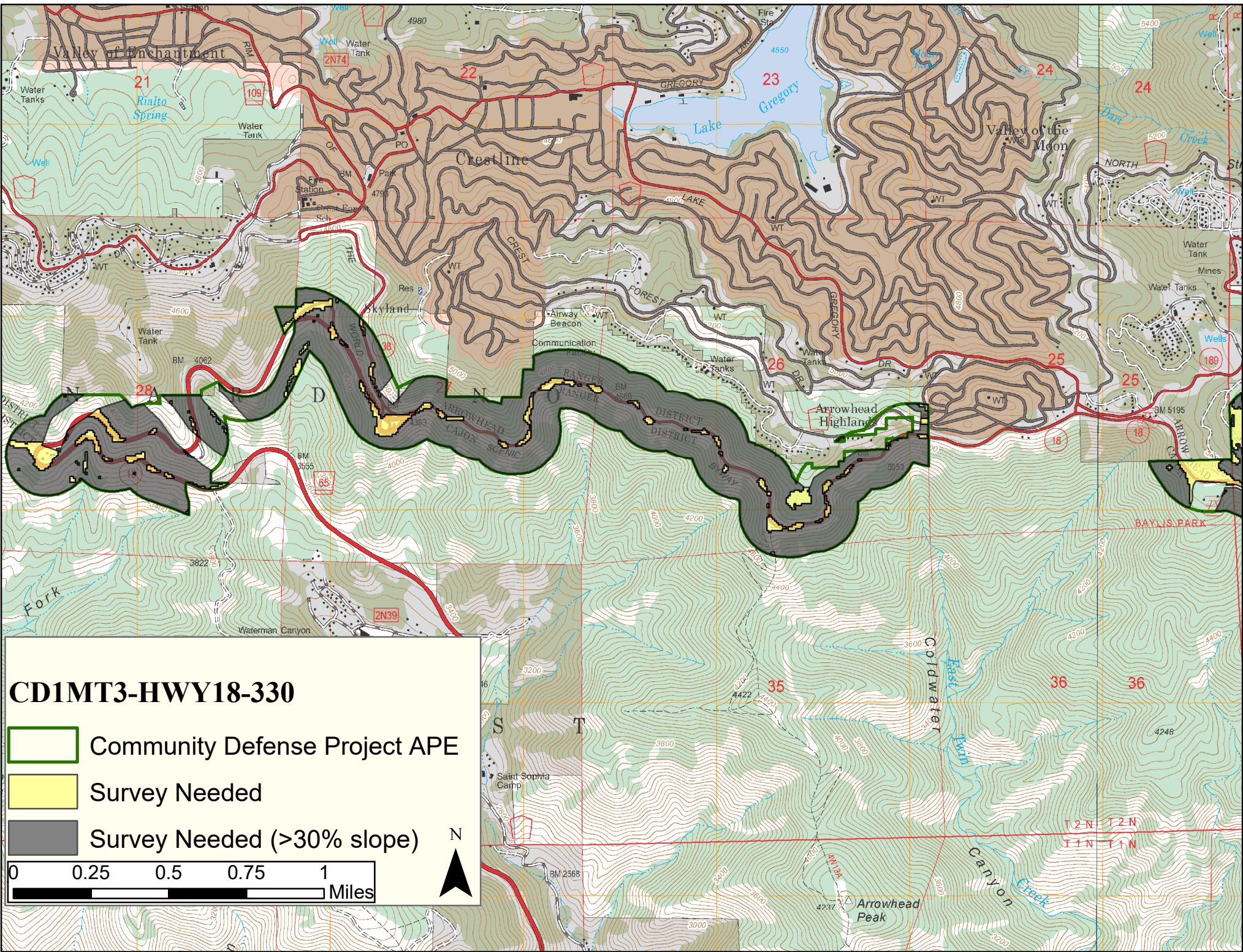





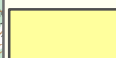

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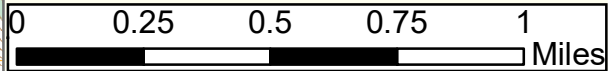
-  FC3 APE
-  Survey Needed
-  Survey Needed (Slope >30%)

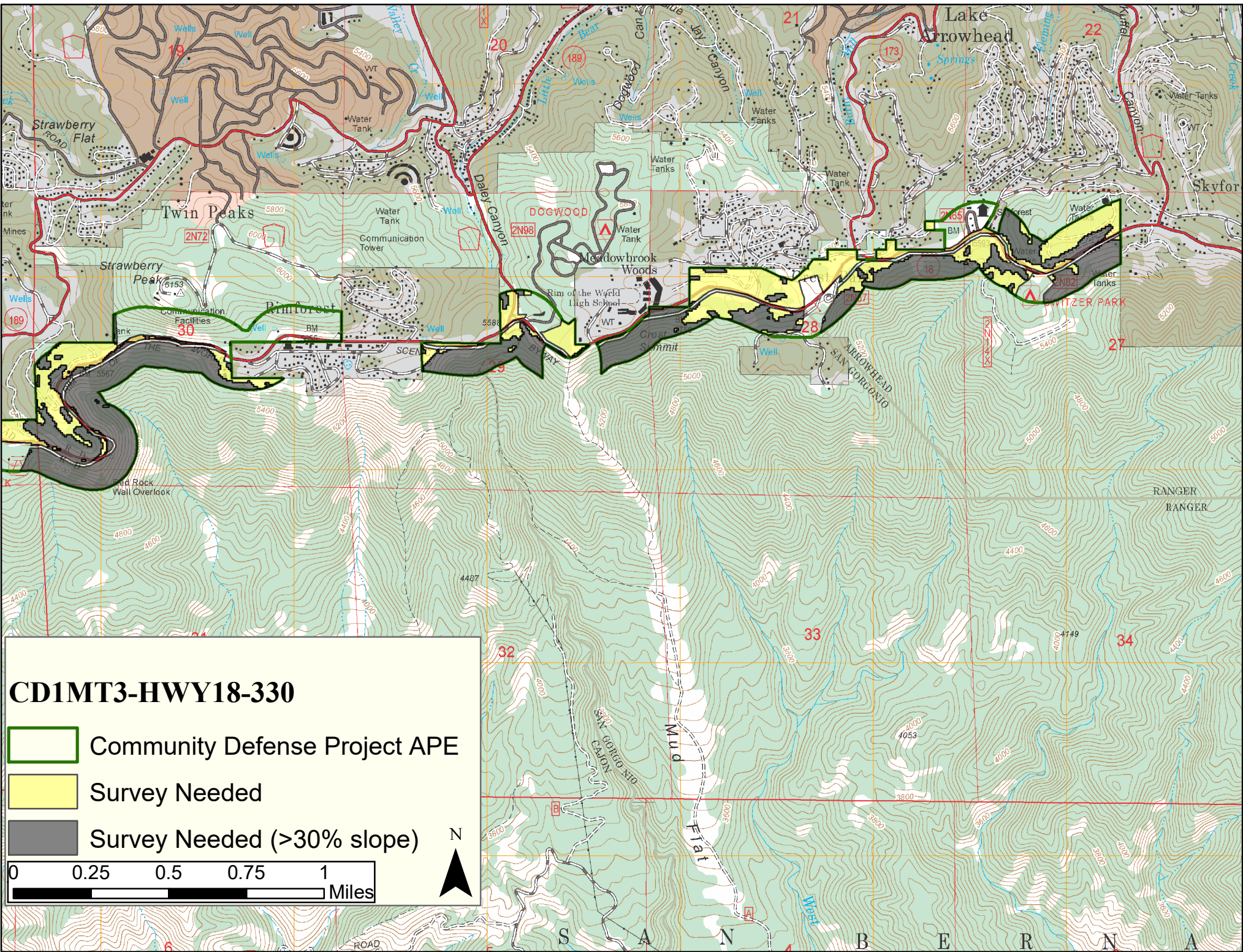
0 0.2 0.4 0.8 1.2 1.6 Kilometers
0 0.2 0.4 0.8 1.2 1.6 Miles




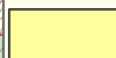

CD1MT3-HWY18-330

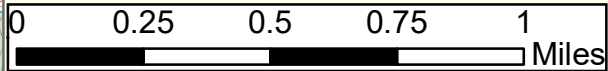
-  Community Defense Project APE
-  Survey Needed
-  Survey Needed (>30% slope)

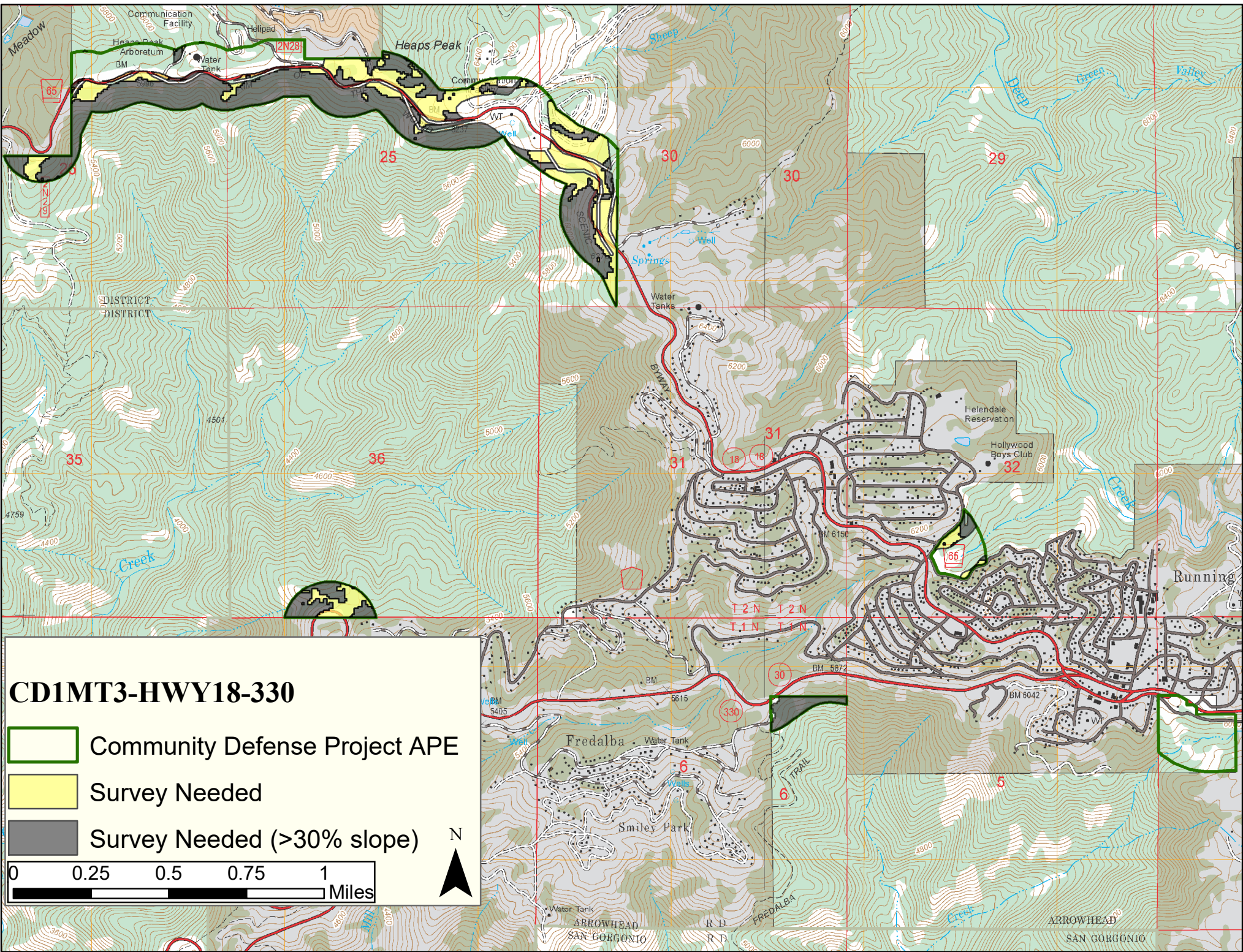







CD1MT3-HWY18-330

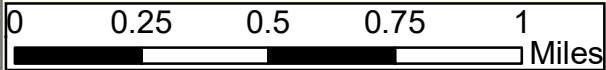
-  Community Defense Project APE
-  Survey Needed
-  Survey Needed (>30% slope)

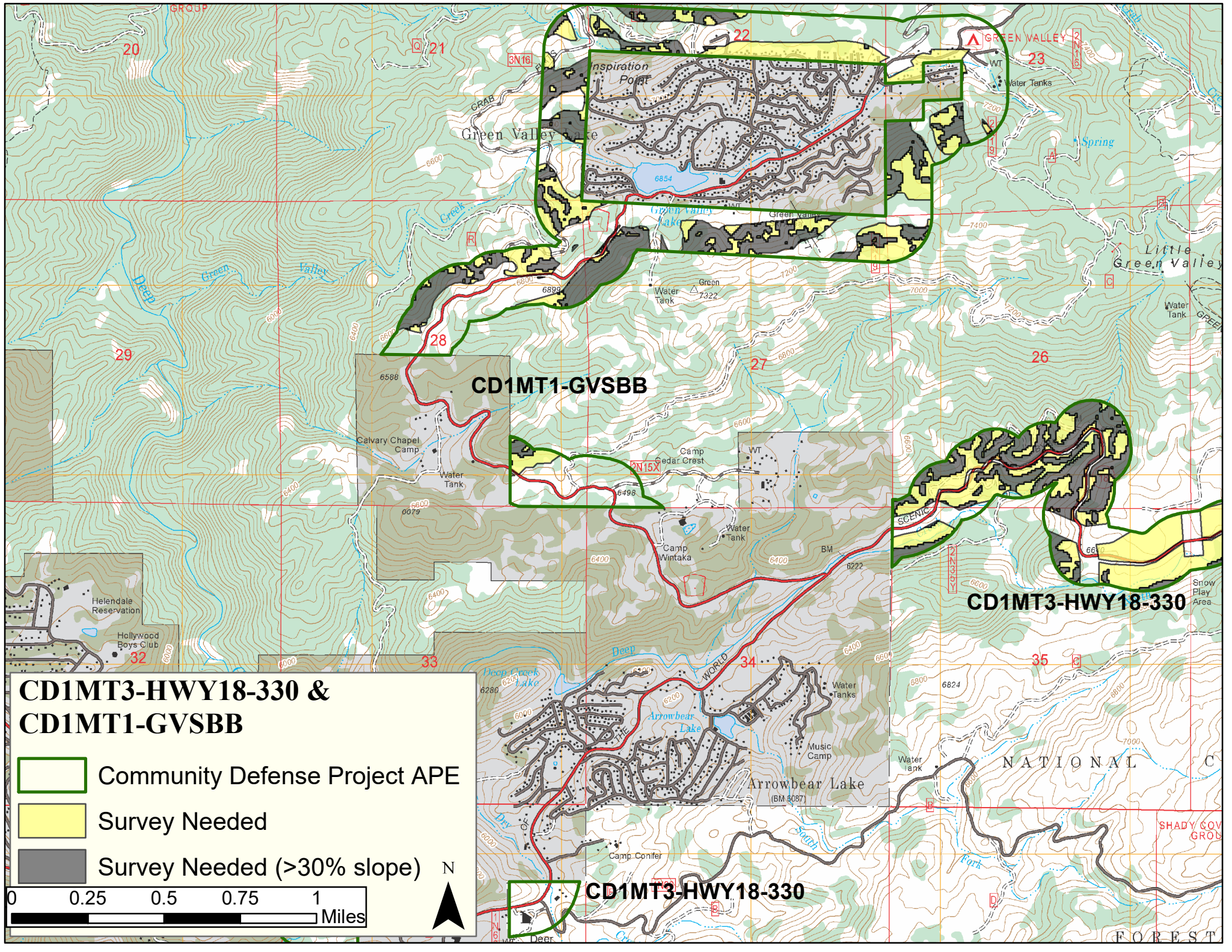





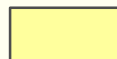
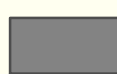
CD1MT3-HWY18-330

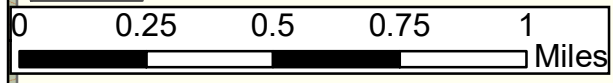
-  Community Defense Project APE
-  Survey Needed
-  Survey Needed (>30% slope)



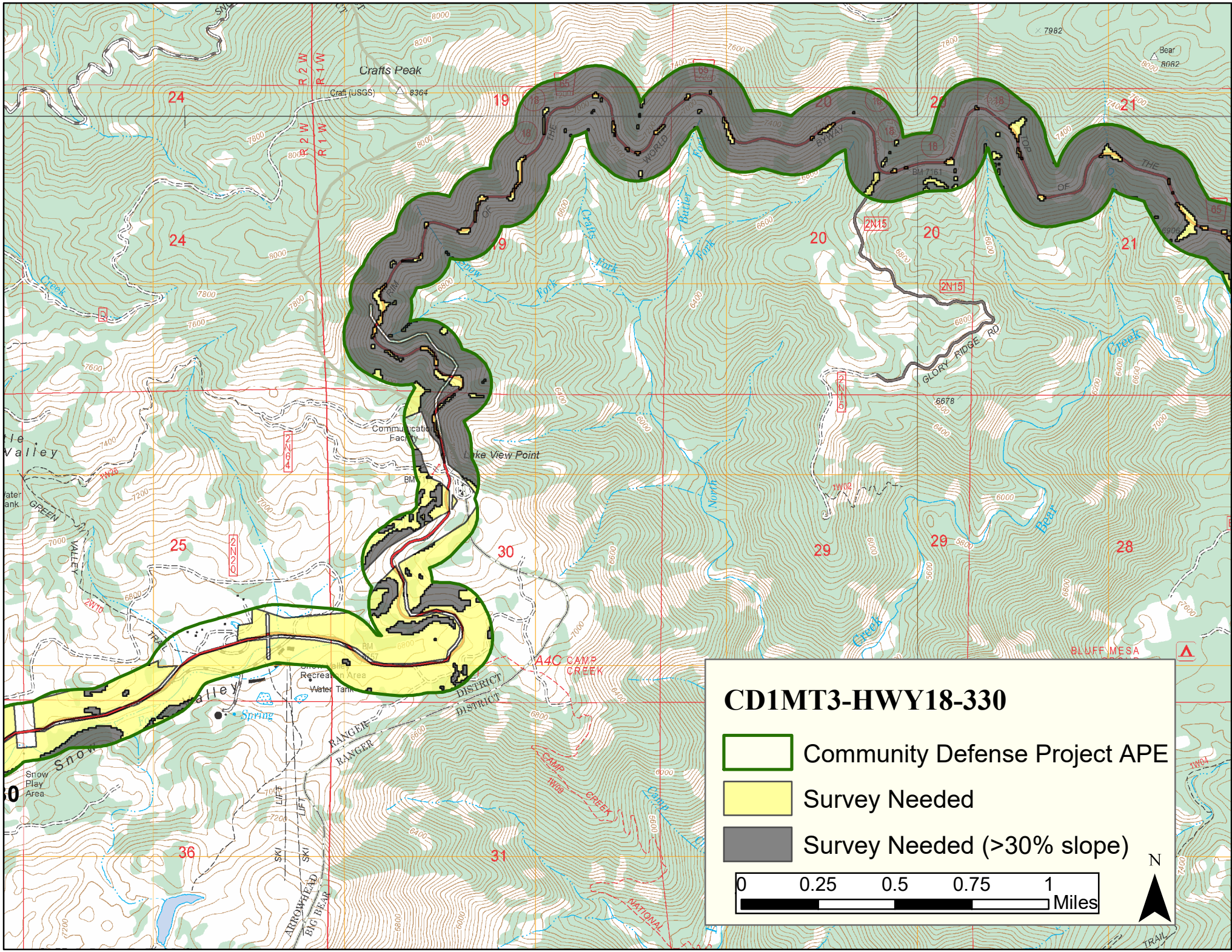


CD1MT3-HWY18-330 & CD1MT1-GVSBB

-  Community Defense Project APE
-  Survey Needed
-  Survey Needed (>30% slope)




CD1MT3-HWY18-330



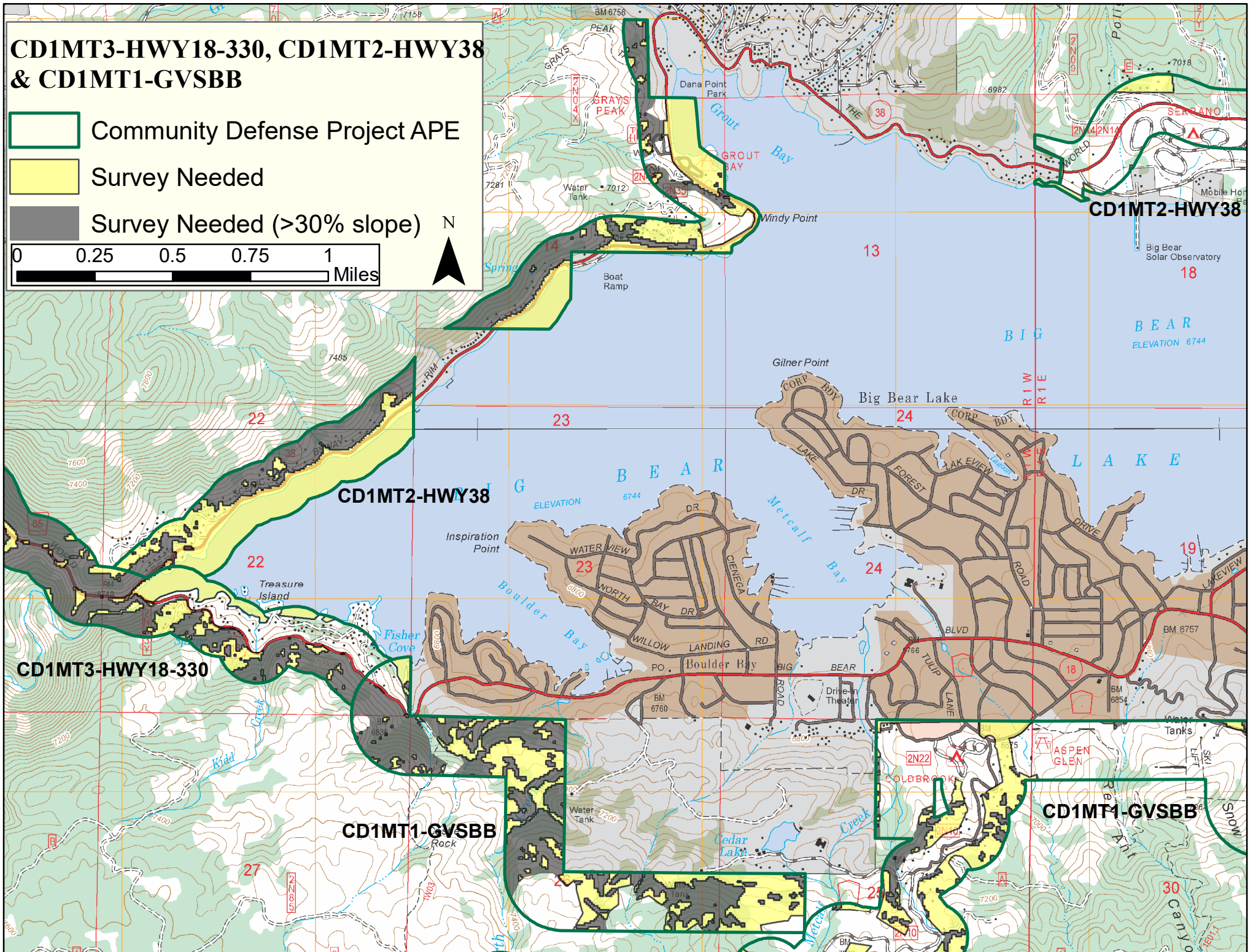
CD1MT3-HWY18-330, CD1MT2-HWY38 & CD1MT1-GVSBB

 Community Defense Project APE


 Survey Needed


 Survey Needed (>30% slope)


0 0.25 0.5 0.75 1 Miles



CD1MT2-HWY38

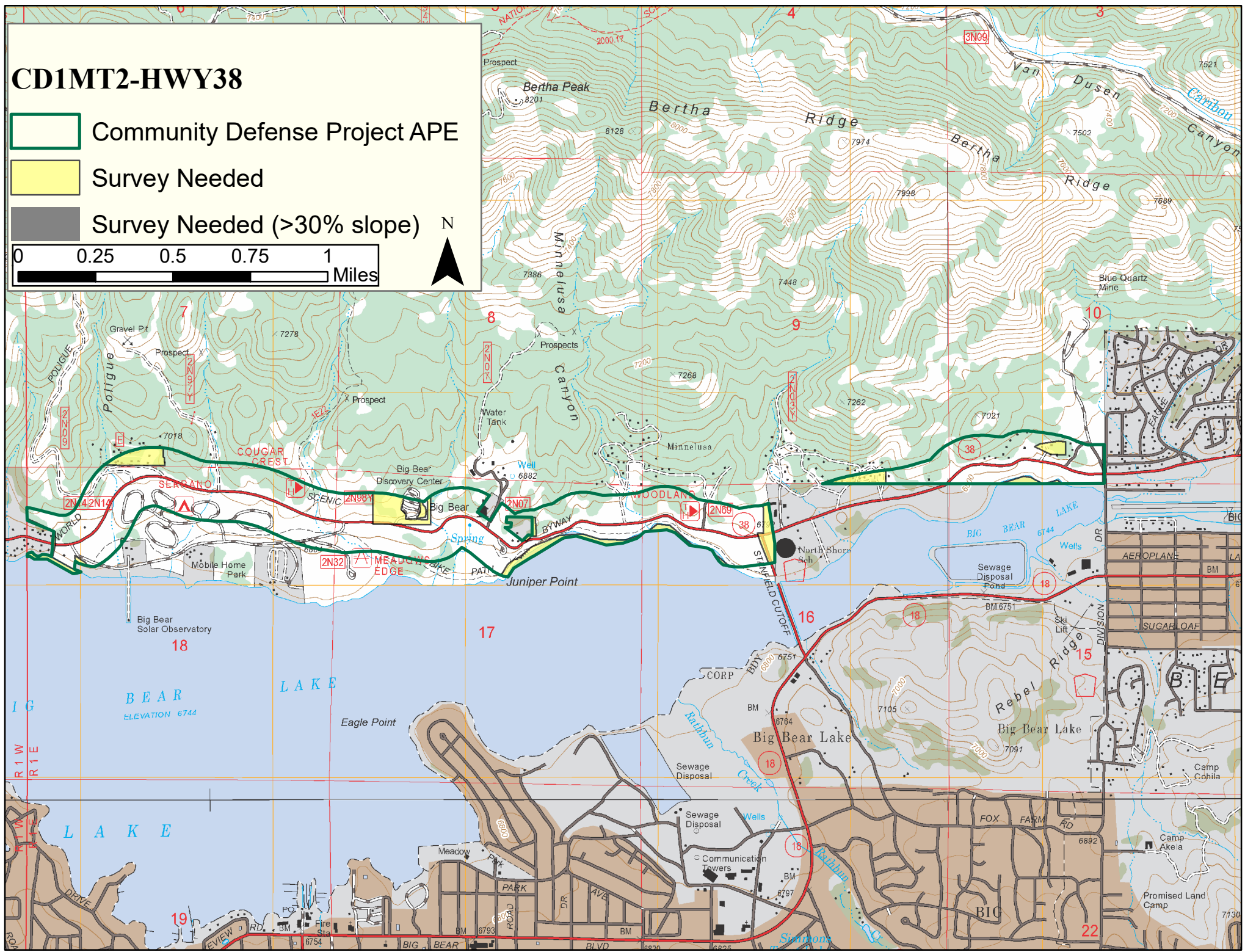
 Community Defense Project APE

 Survey Needed


 Survey Needed (>30% slope)


0 0.25 0.5 0.75 1 Miles


N



CD1MT1-GVSBB

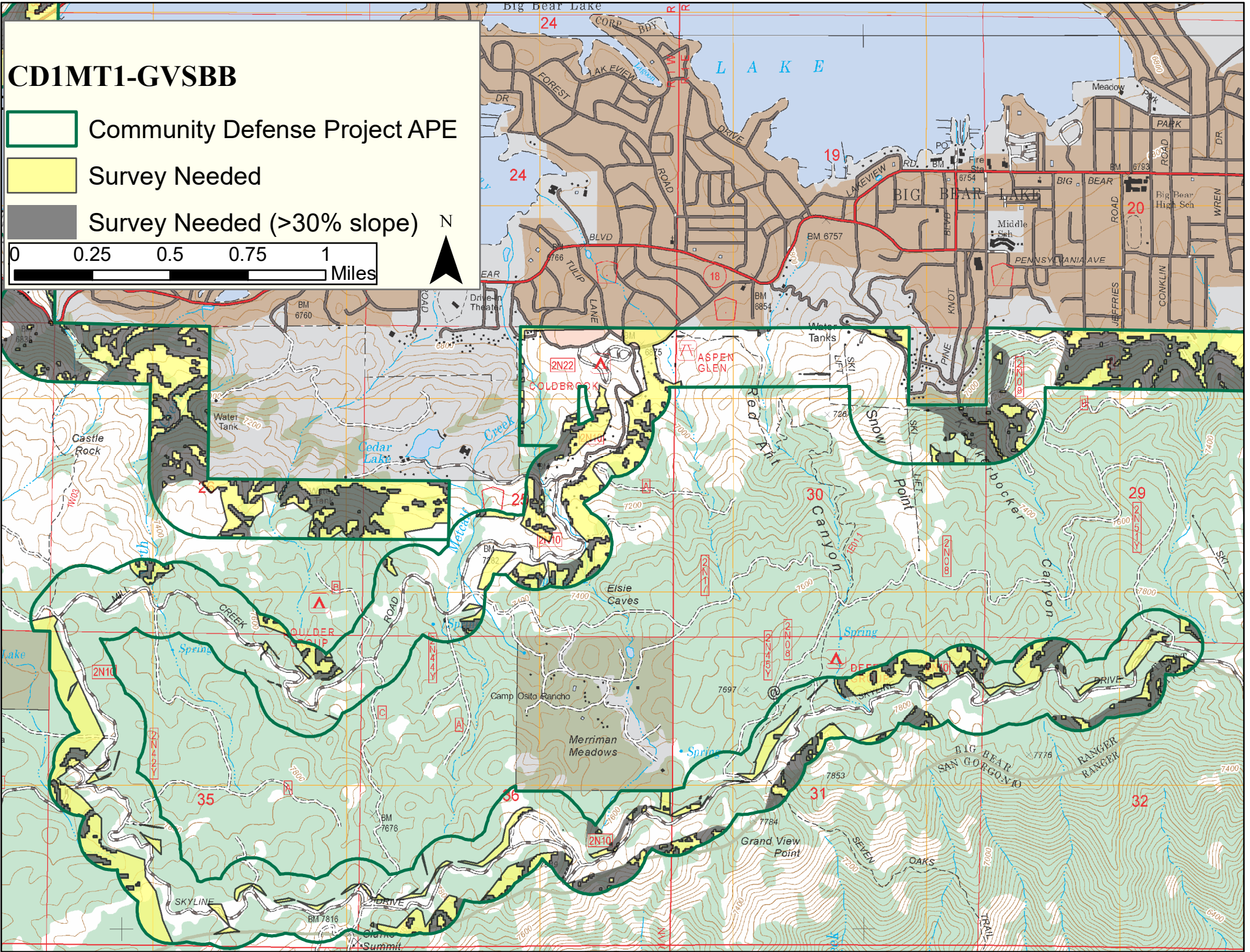
 Community Defense Project APE

 Survey Needed

 Survey Needed (>30% slope)

0 0.25 0.5 0.75 1 Miles

N

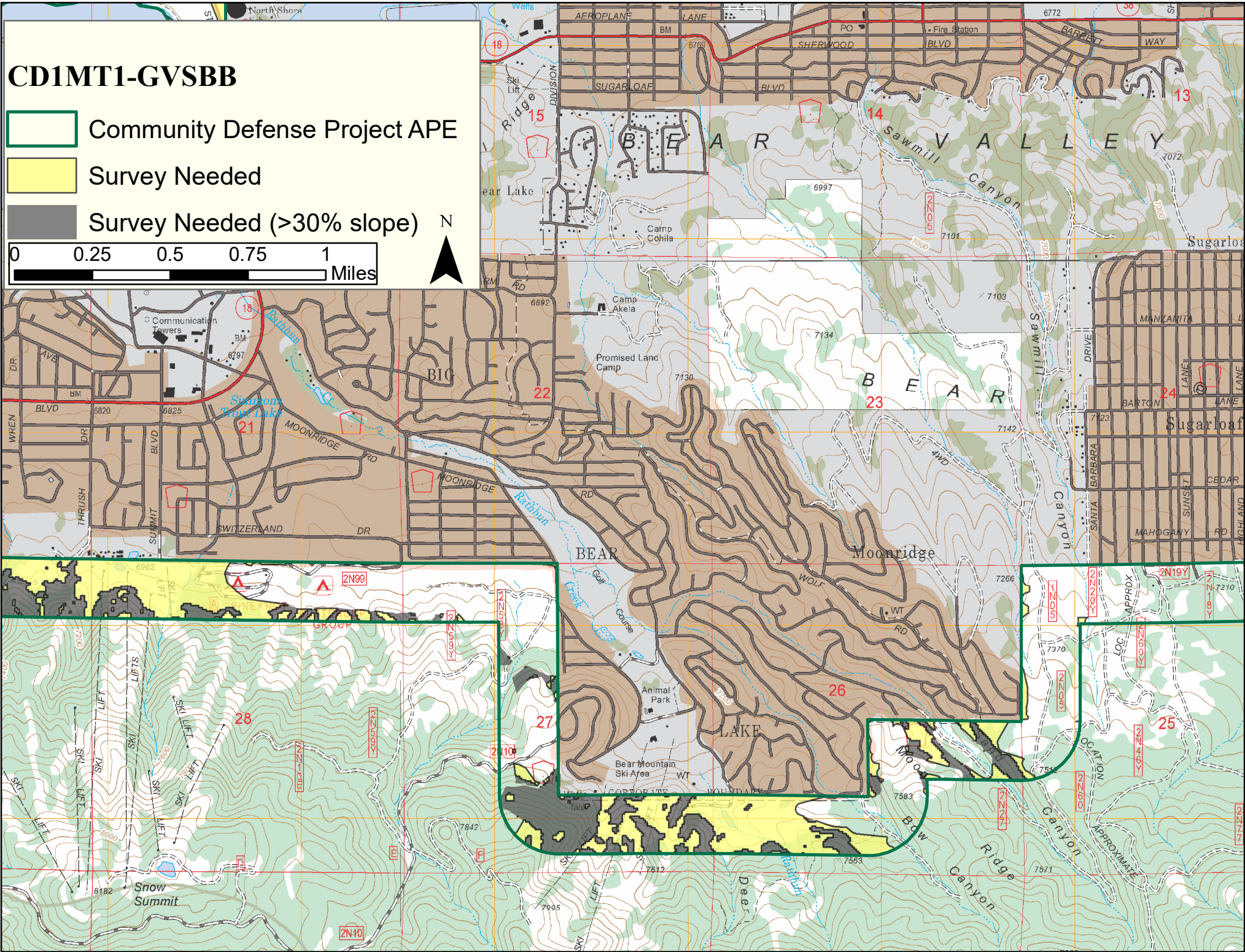
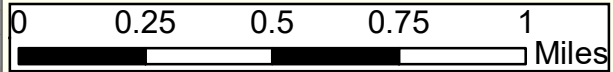


CD1MT1-GVSBB

 Community Defense Project APE

 Survey Needed


 Survey Needed (>30% slope)

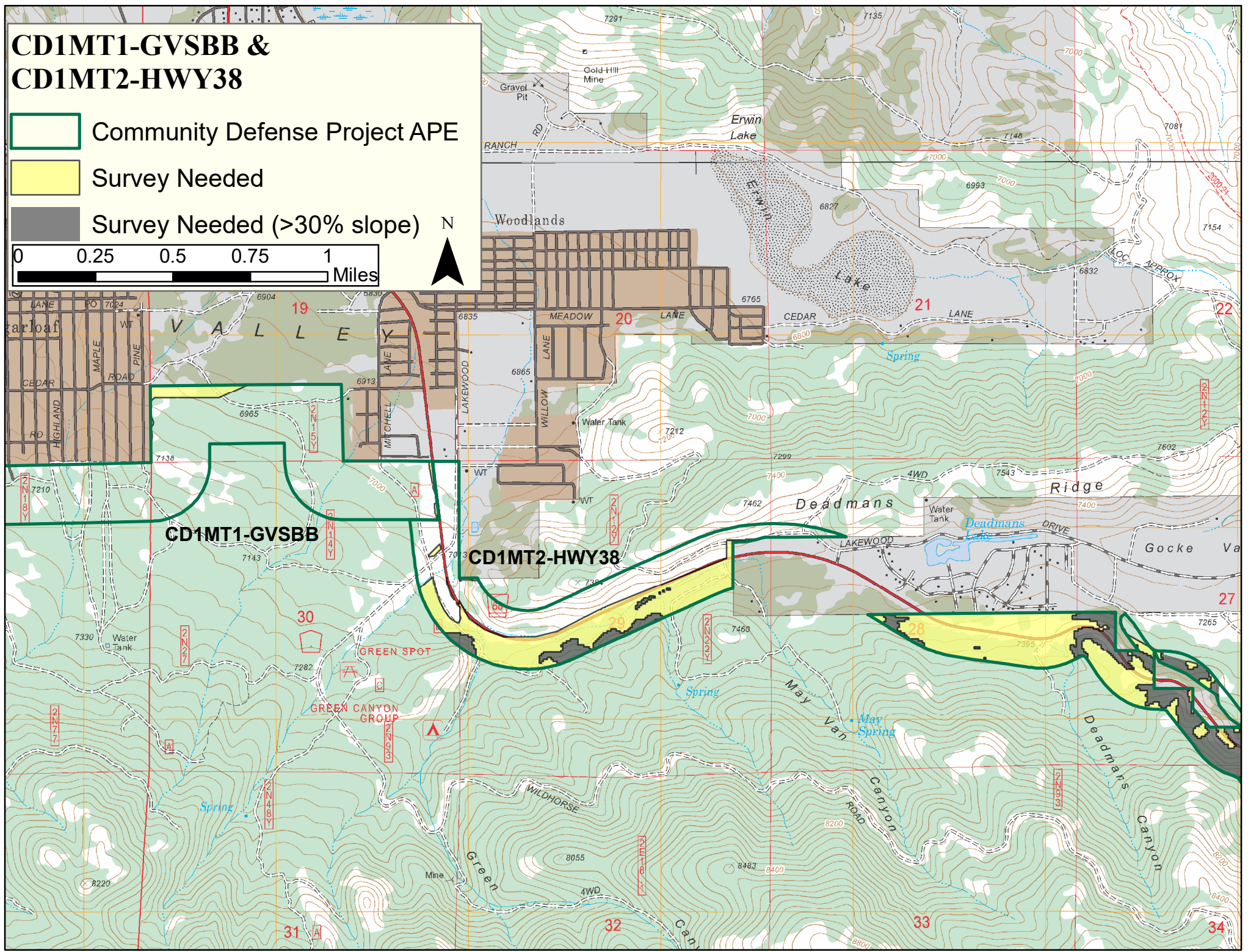
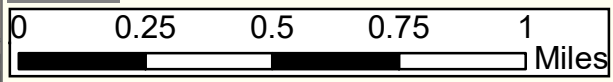


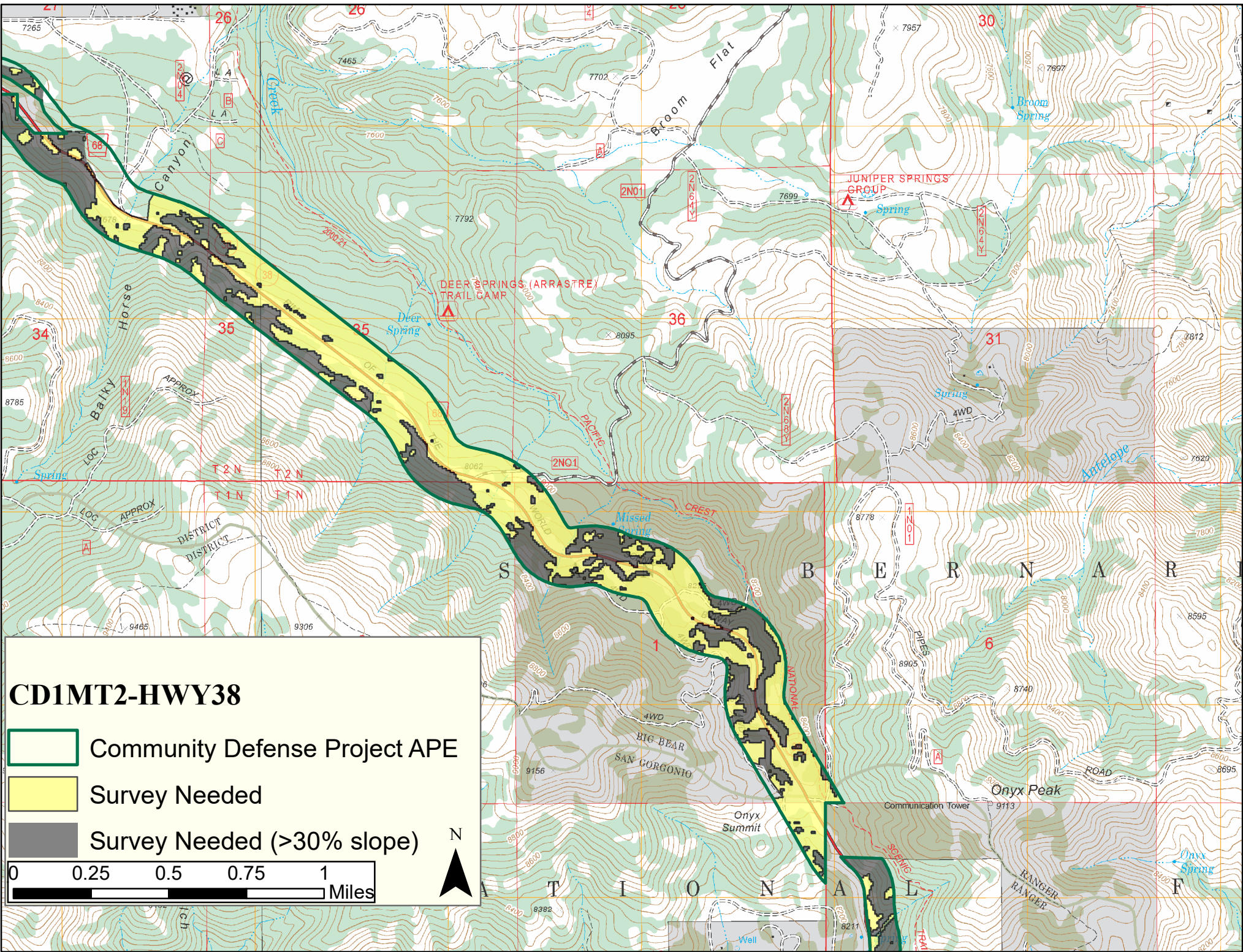
CD1MT1-GVSBB & CD1MT2-HWY38

 Community Defense Project APE




 Survey Needed

 Survey Needed (>30% slope)

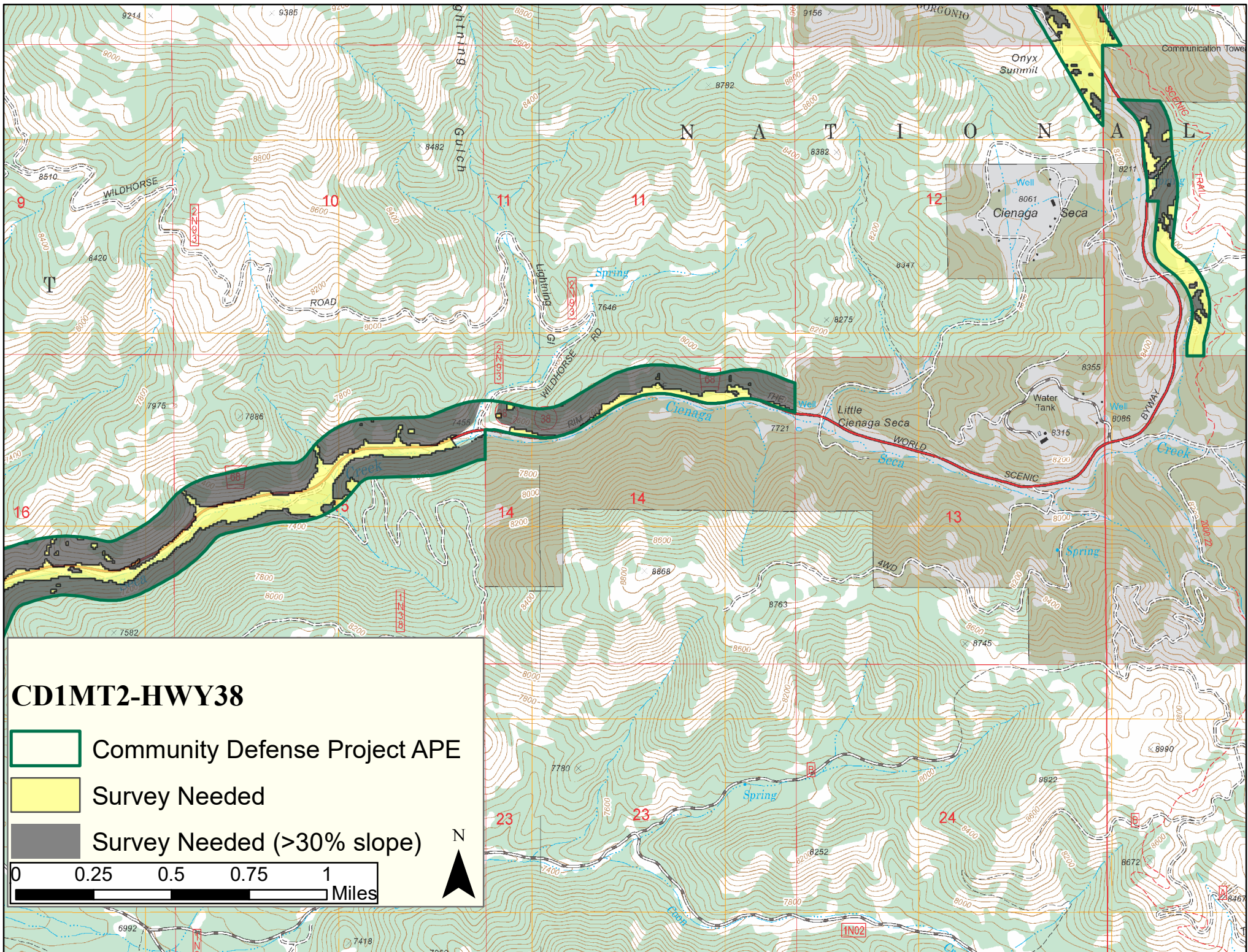


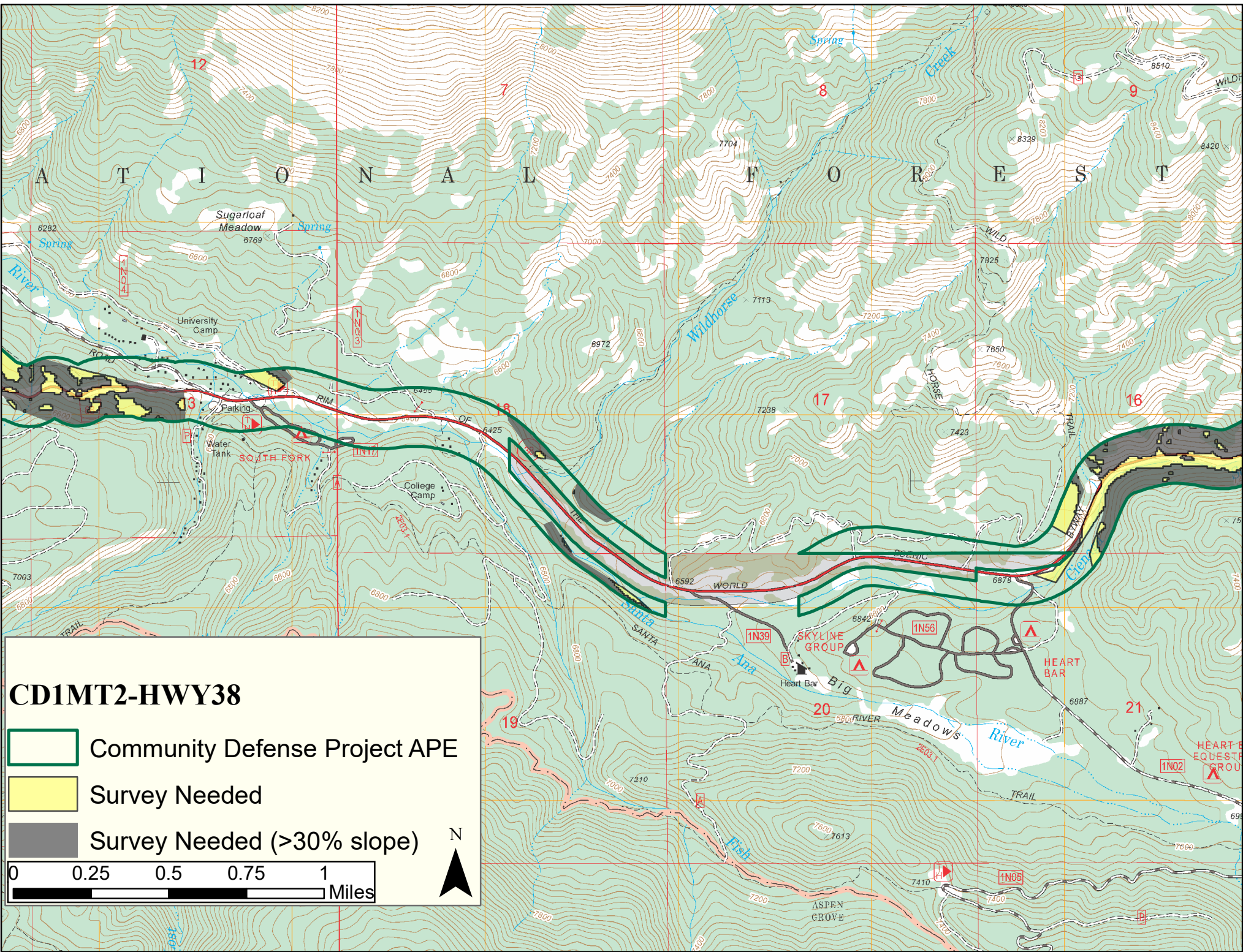


CD1MT2-HWY38




-  Community Defense Project APE
-  Survey Needed
-  Survey Needed (>30% slope)



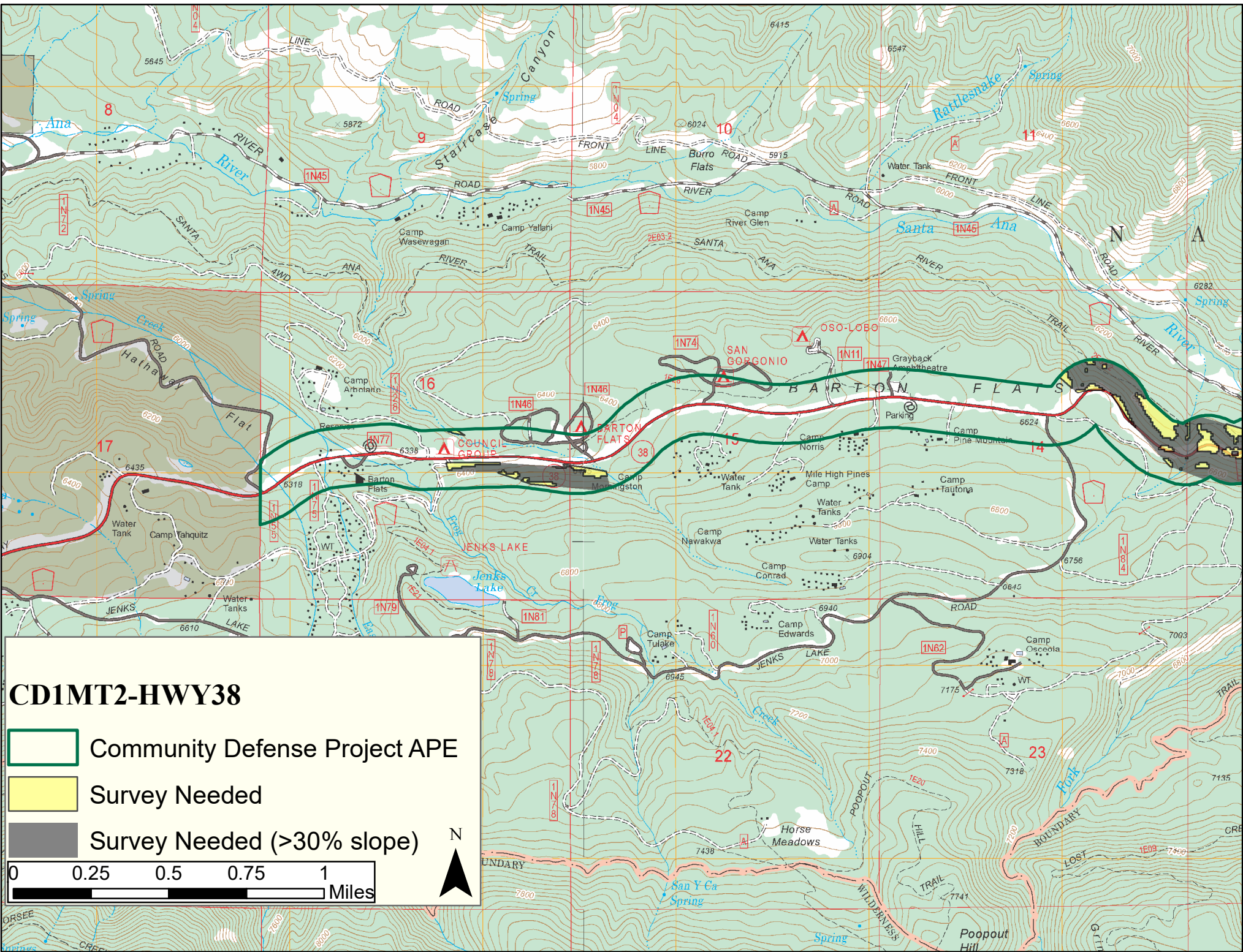





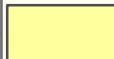

CD1MT2-HWY38

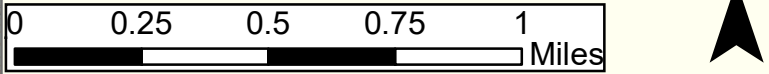
-  Community Defense Project APE
-  Survey Needed
-  Survey Needed (>30% slope)

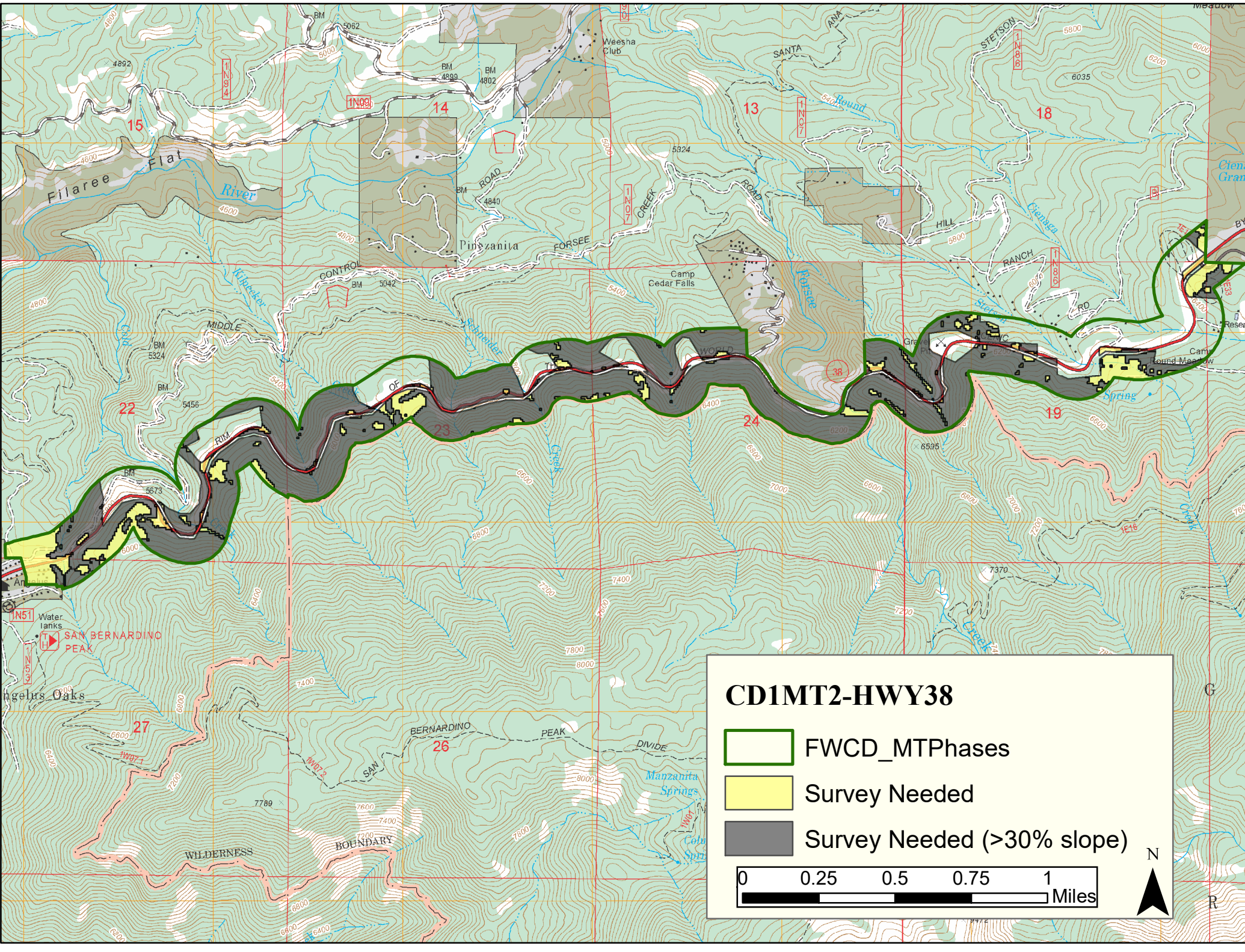







CD1MT2-HWY38

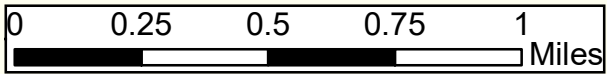
-  Community Defense Project APE
-  Survey Needed
-  Survey Needed (>30% slope)

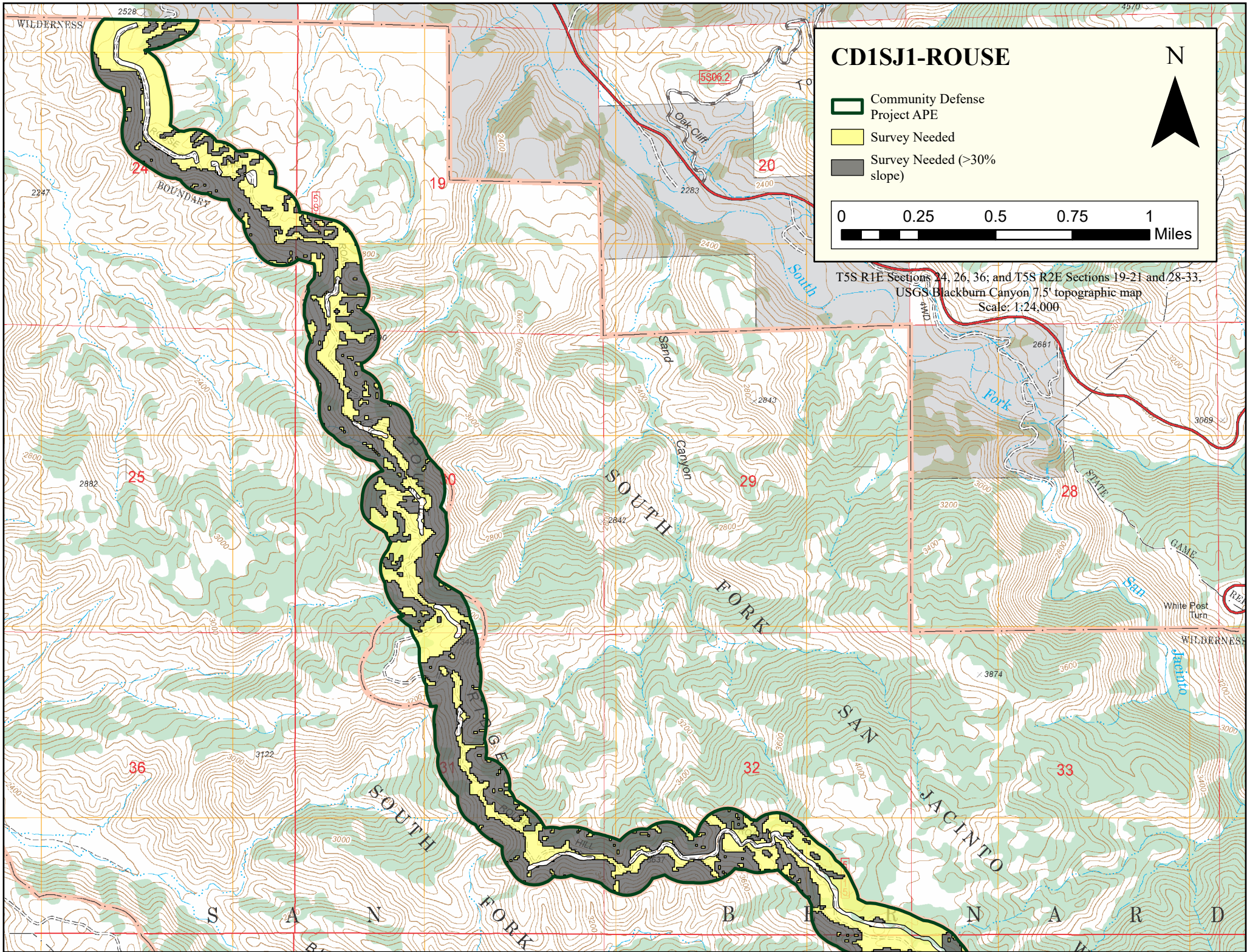




CD1MT2-HWY38

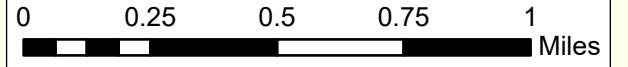
-  FWCD_MTP Phases
-  Survey Needed
-  Survey Needed (>30% slope)



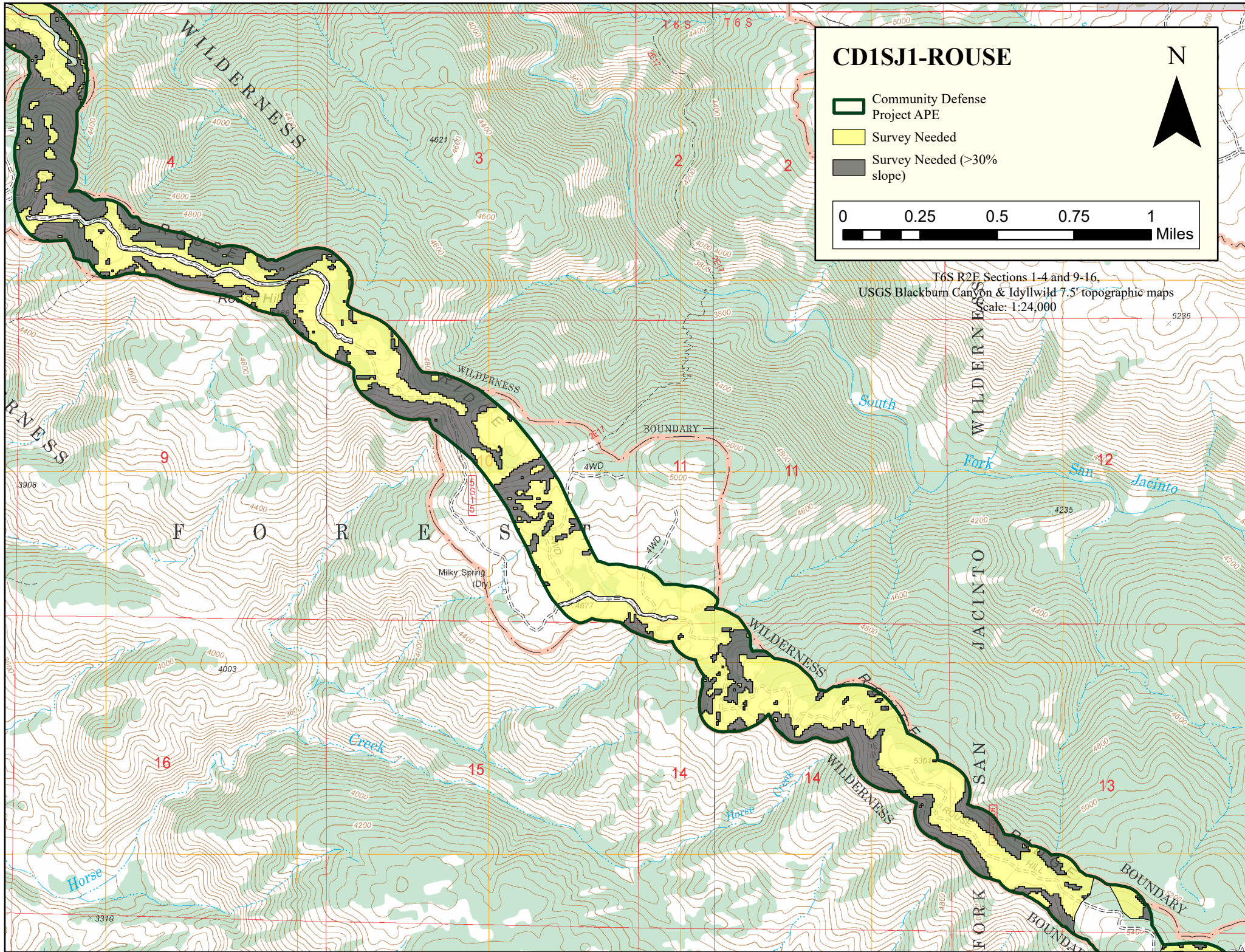


CD1SJ1-ROUSE

- Community Defense Project APE
- Survey Needed
- Survey Needed (>30% slope)






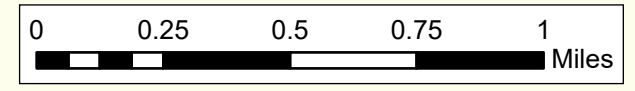
T5S R1E Sections 24, 26, 36; and T5S R2E Sections 19-21 and 28-33,
USGS Blackburn Canyon 7.5' topographic map
Scale: 1:24,000



CD1SJ1-ROUSE

N




-  Community Defense Project APE
-  Survey Needed
-  Survey Needed (>30% slope)

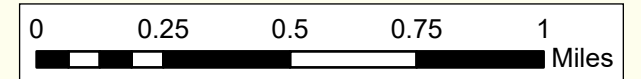


T6S R2E Sections 1-4 and 9-16,
USGS Blackburn Canyon & Idyllwild 7.5' topographic maps
Scale: 1:24,000

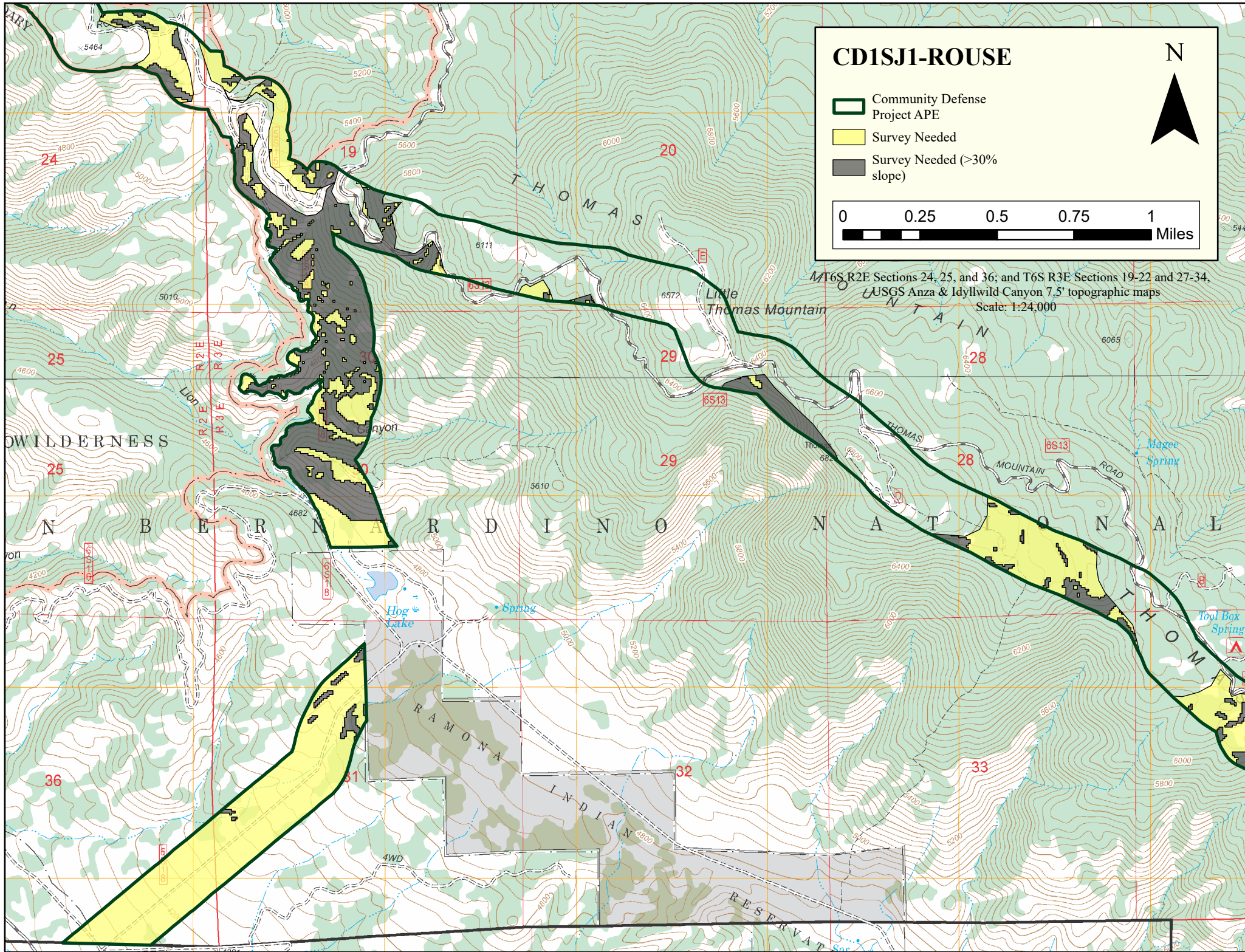
CD1SJ1-ROUSE






-  Community Defense Project APE
-  Survey Needed
-  Survey Needed (>30% slope)

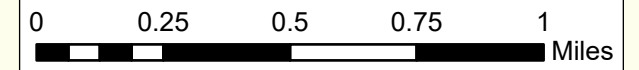


M16S R2E Sections 24, 25, and 36; and T6S R3E Sections 19-22 and 27-34,
USGS Anza & Idyllwild Canyon 7.5' topographic maps
Scale: 1:24,000

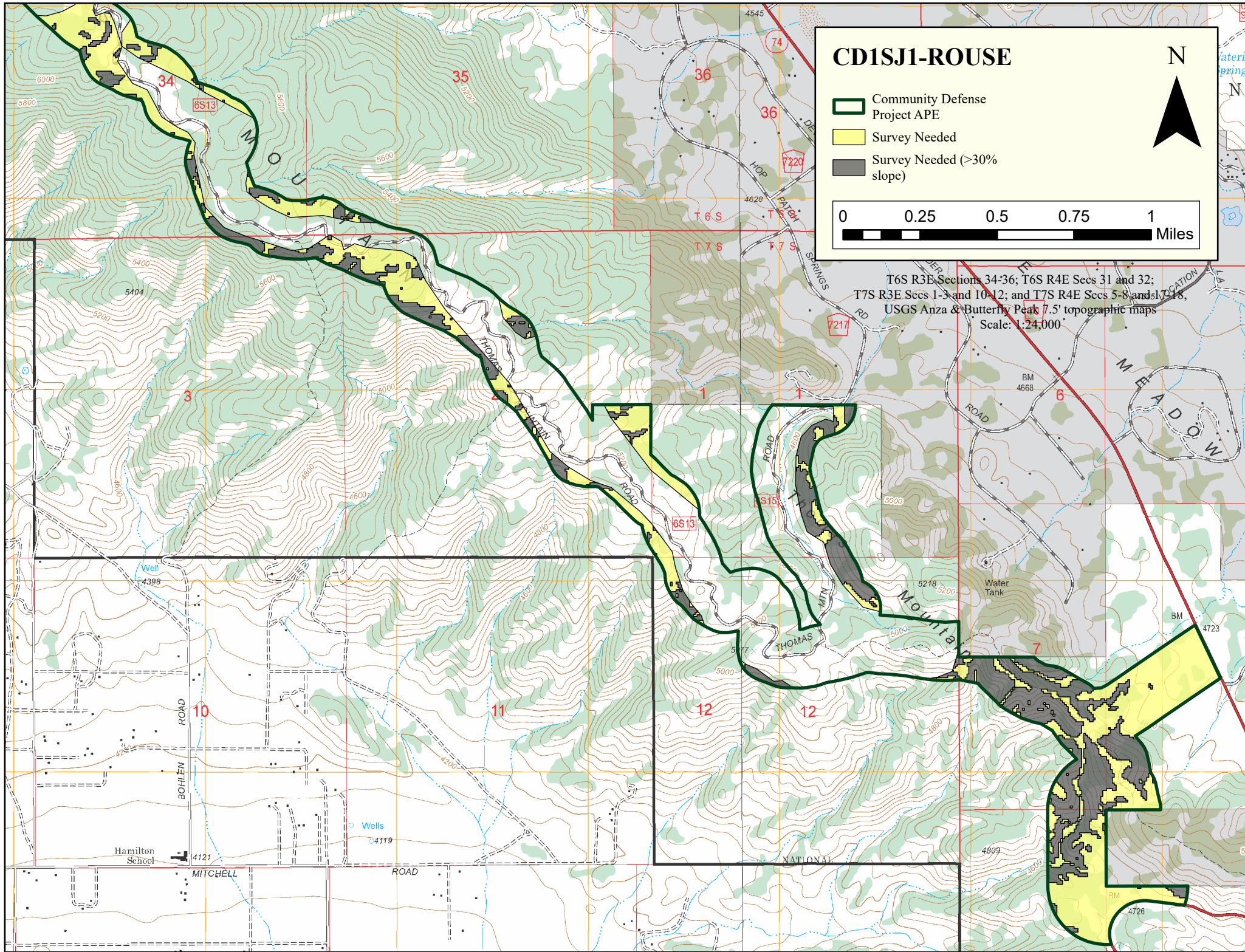


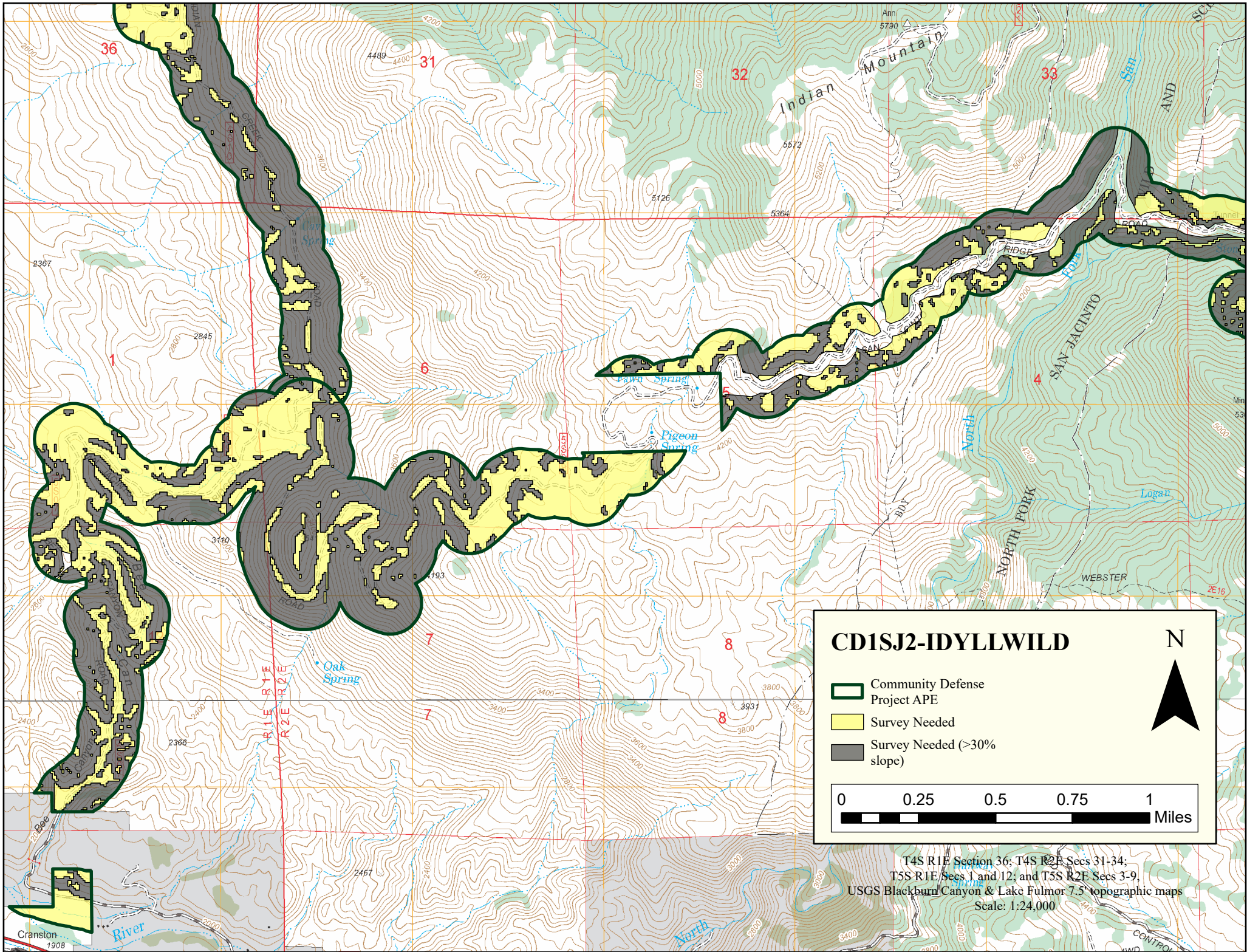
CD1SJ1-ROUSE

-  Community Defense Project APE
-  Survey Needed
-  Survey Needed (>30% slope)






T6S R3E Sections 34-36; T6S R4E Secs 31 and 32;
T7S R3E Secs 1-3 and 10-12; and T7S R4E Secs 5-8 and 12, 18,
USGS Anza & Butterfly Peak 7.5' topographic maps
Scale: 1:24,000

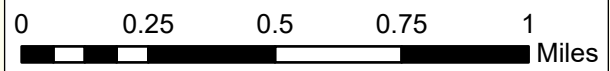




CD1SJ2-IDYLLWILD

N

-  Community Defense Project APE
-  Survey Needed
-  Survey Needed (>30% slope)






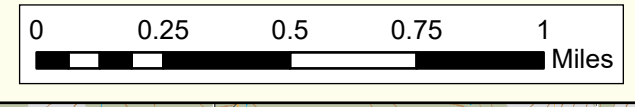
T4S R1E Section 36; T4S R2E Secs 31-34;
T5S R1E Secs 1 and 12; and T5S R2E Secs 3-9,
USGS Blackburn Canyon & Lake Fulmor 7.5' topographic maps
Scale: 1:24,000

Cranston
1908

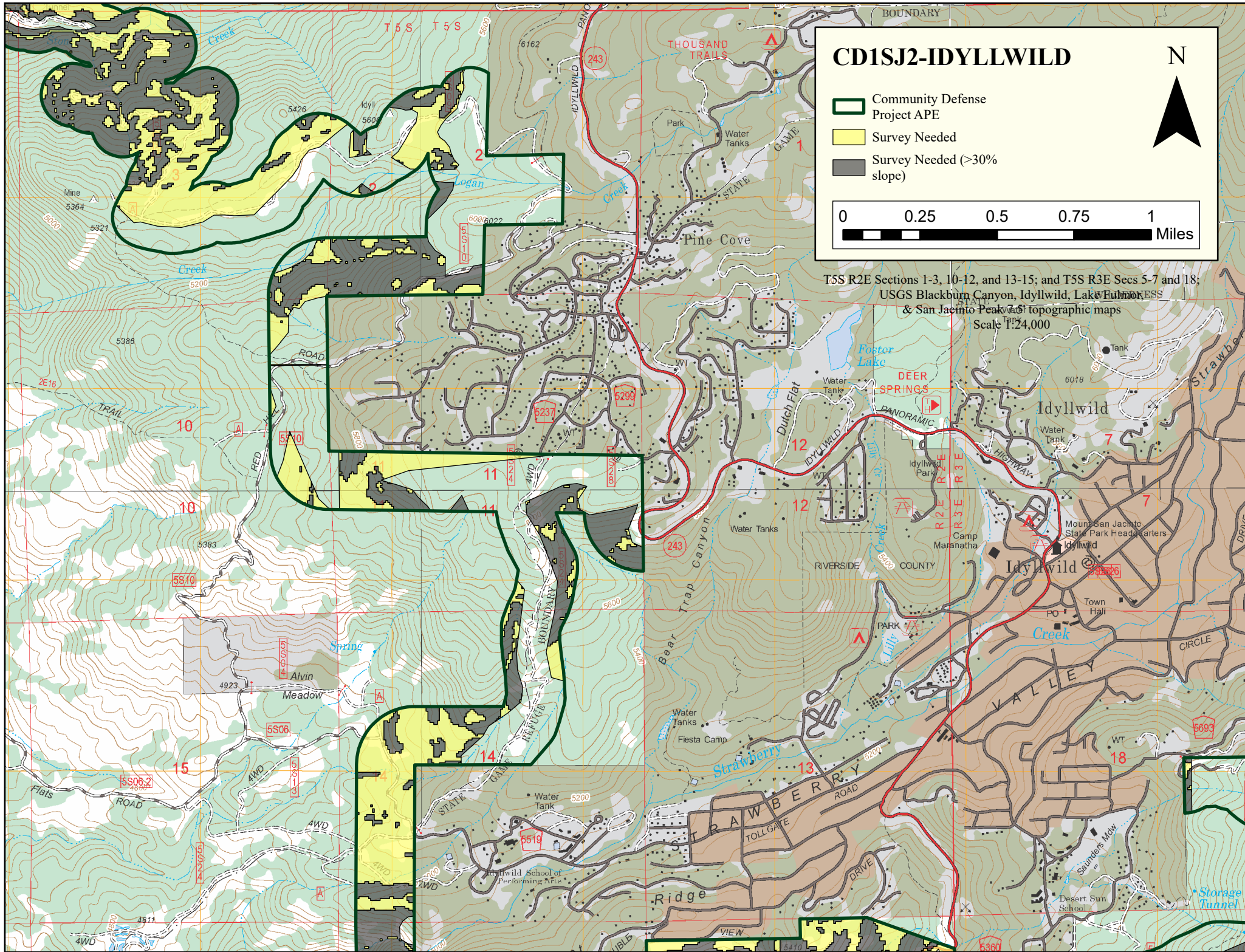
CD1SJ2-IDYLLWILD

N

-  Community Defense Project APE
-  Survey Needed
-  Survey Needed (>30% slope)






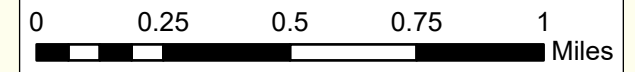
T5S R2E Sections 1-3, 10-12, and 13-15; and T5S R3E Secs 5-7 and 18;
USGS Blackburn Canyon, Idyllwild, Lake Fulmer
& San Jacinto Peaks topographic maps
Scale 1:24,000



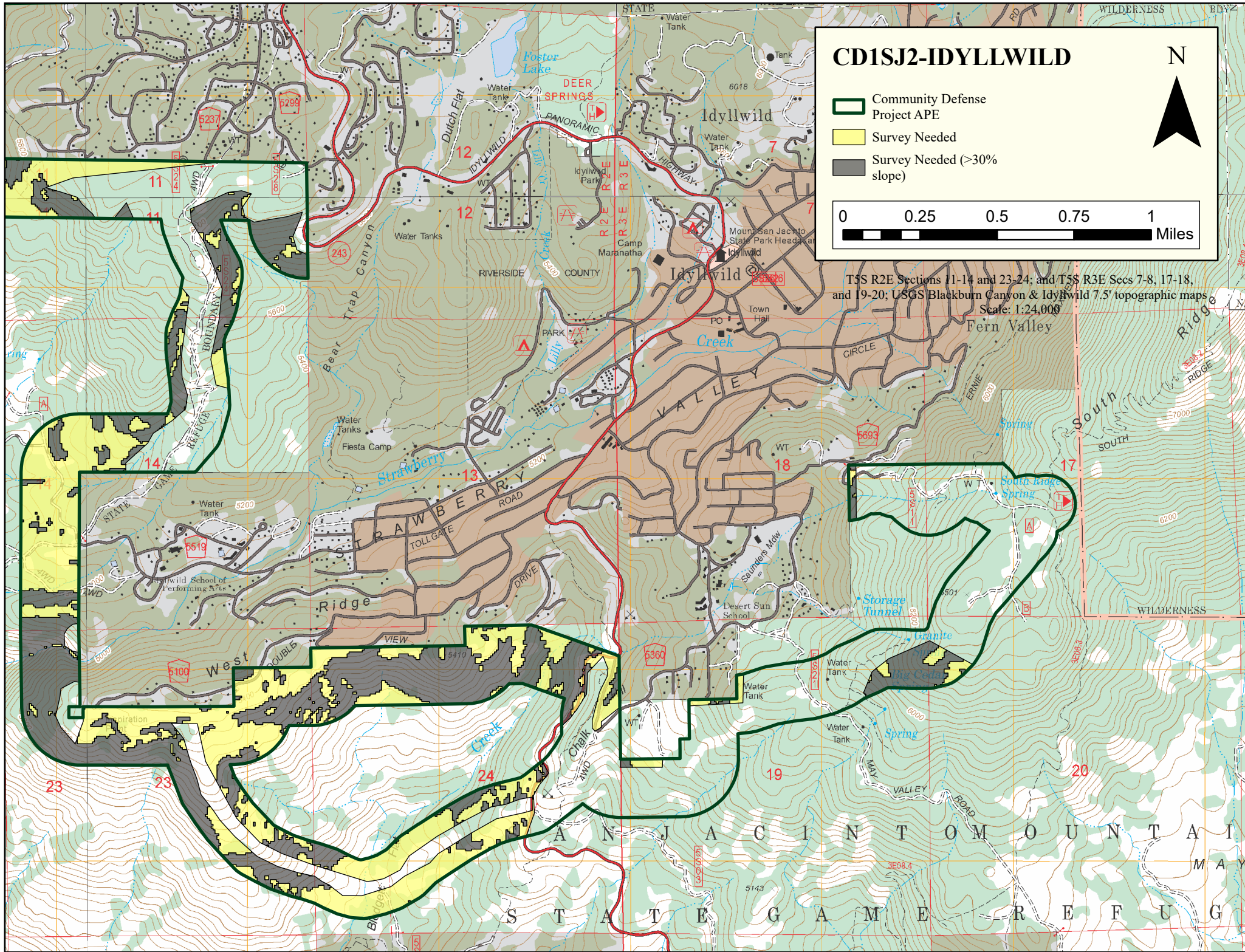
CD1SJ2-IDYLLWILD

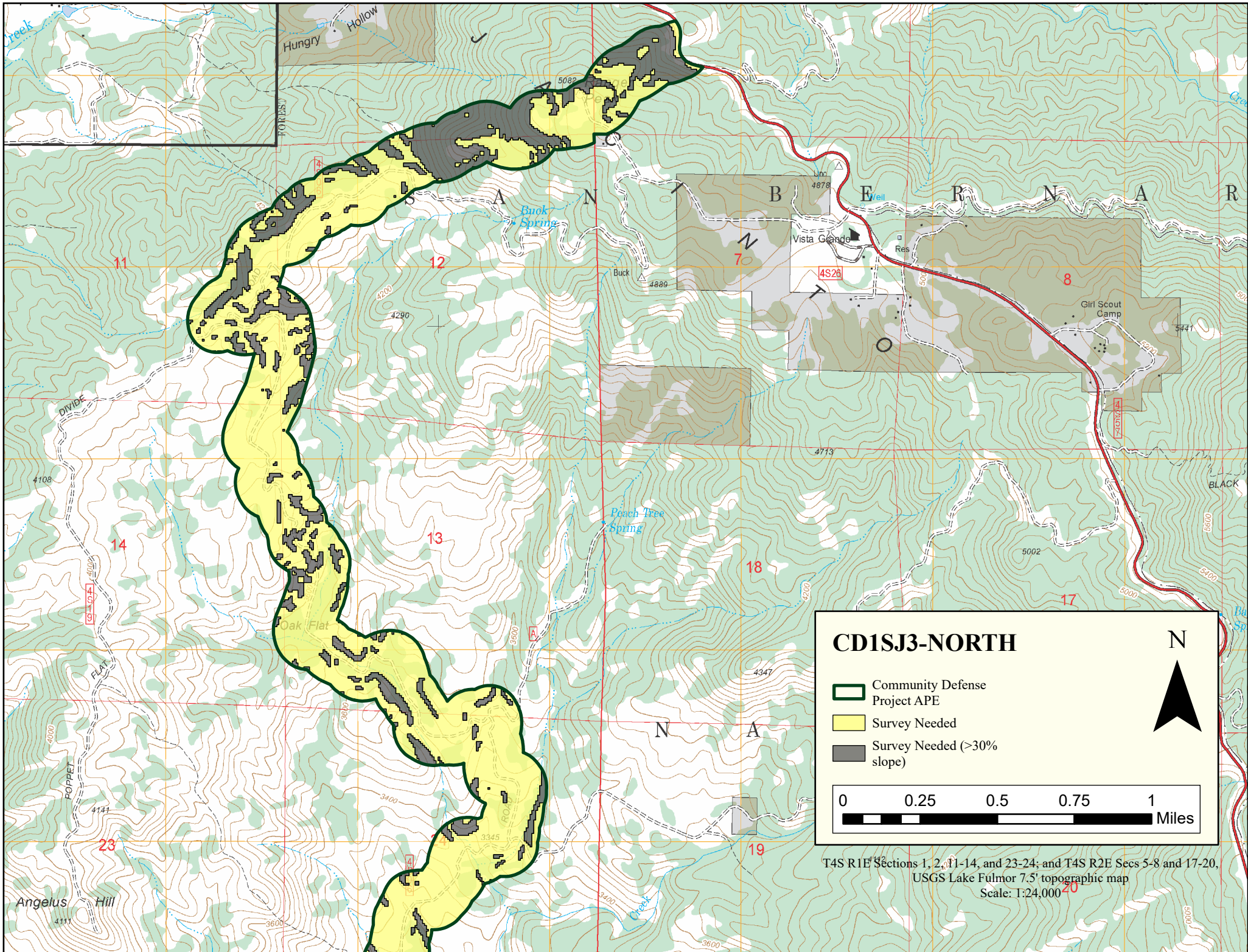
N

-  Community Defense Project APE
-  Survey Needed
-  Survey Needed (>30% slope)



TSS R2E Sections 11-14 and 23-24; and TSS R3E Secs 7-8, 17-18, and 19-20; USGS Blackburn Canyon & Idyllwild 7.5' topographic maps
Scale: 1:24,000






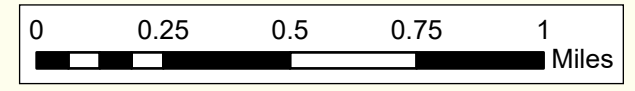


CD1SJ3-NORTH

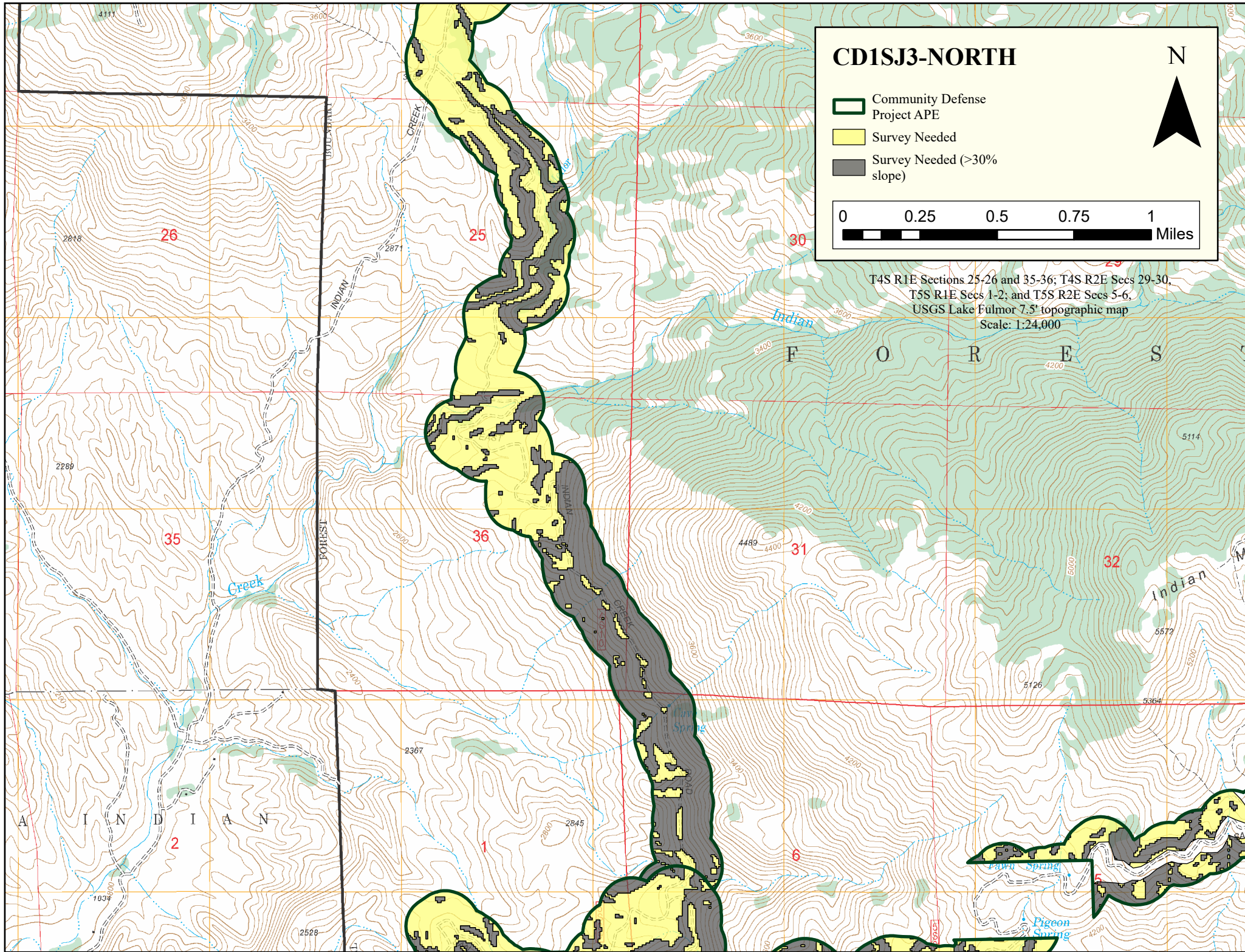
N



-  Community Defense Project APE
-  Survey Needed
-  Survey Needed (>30% slope)



T4S R1E Sections 25-26 and 35-36; T4S R2E Secs 29-30, T5S R1E Secs 1-2; and T5S R2E Secs 5-6.
USGS Lake Fulmor 7.5' topographic map
Scale: 1:24,000

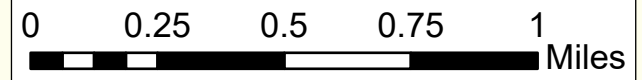


CD1SJ3-NORTH

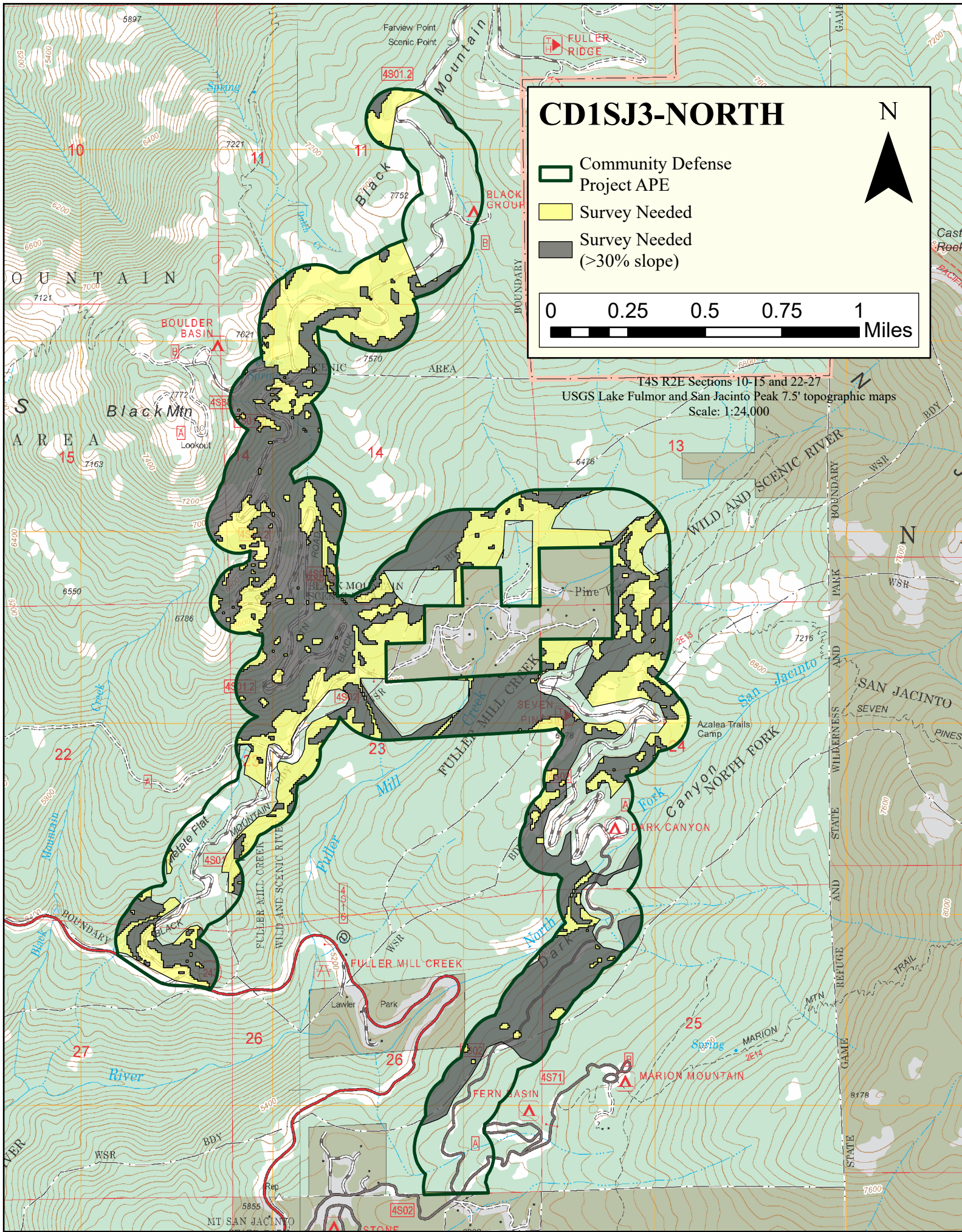
N



- Community Defense Project APE
- Survey Needed
- Survey Needed (>30% slope)



T4S R2E Sections 10-15 and 22-27
USGS Lake Fulmor and San Jacinto Peak 7.5' topographic maps
Scale: 1:24,000



Attachment 4

GIS STANDARDS AND BEST PRACTICES – San Bernardino National Forest

Authoritative Data: Use Authoritative USFS data sources as directed/provided by the Forest GIS Program Coordinator(s).

Metadata: All data and relevant files will have up-to-date metadata as part of the relevant feature class, file, etc. Metadata will comply with current USFS standards (currently ISO 19115 Geographic Information – Metadata (2003) and extensions). Attribute descriptions should also be provided as part of the layer’s metadata.

Coordinate System Standard: A coordinate system will be defined for each layer using the San Bernardino National Forest standard coordinate system of “UTM NAD83 Zone 11 North, meters”. Exceptions may be allowed with prior approval from the agency Contracting Officer Representative.

- **WARNING! DO NOT use the “Web Auxillary Sphere” projection to create buffers or to calculate areas or distances.**

Unit Standards:

- Buffering: Planar, meters or International Feet(ft) or Statute (International) Miles
- Acres: Planar, International Acres
- Distance: Planar, meters or International Feet(ft) or Statute (International) Miles

File-based GIS File Management:

- Organization of vector data within file geodatabase(s) is preferred to maintain corporate Domains and Attribute names.
- Distinguish between Interim/Draft data and maps versus “FINAL” data and maps using folders and file naming strategies.
- Provide APRX files and data used to create final map products.
- Utilize this standard file-based Project Folder Structure:

FOLDER NAME	DESCRIPTION
Data	Folder to store GIS Vector data. (Subfolders can be created to organize by topic, draft, final, etc.)
Documentation	Folder to store copies of NEPA documents, Metadata ReadMe, GIS Analysis Summaries ReadMe, etc.
Imagery	Folder to store raster data (Subfolders can be created to organize by topic, draft, final, etc.)
LayerFile	Folder to store LayerFiles (.lyrx) (Subfolders can be created to organize by topic, draft, final, etc.)
Layout (optional)	Folder to store Layout files (.pagx) (Subfolders can be created to organize by topic, draft, final, etc.)
Output	Folder to store GIS map products (.pdf, .png, .jpg) and Analysis outputs (Excel pivot tables, etc.) (Subfolders can be created to organize by topic, draft, final, etc.)
APRX	Folder to store APRX files. (Subfolders can be created to organize APRX files by topic, draft, final, etc.)
Tool	Custom Definition Queries, Expressions, Notebooks, AddIns, Toolboxes, Styles, for project
<i>Workspace</i>	Space where individual specialists can work and store their GIS information for the project. Subfolders below “Workspace” can be created for organizing the users under their program area of expertise, helping to identify geospatial work after the staff have left the project. The file structure within individual subfolders can use the same folder structure as for the Project described above.

Naming Conventions:

- Names for folders and files will not contain spaces or special characters (&, *, or -, for example). Use one or more of the strategies listed below to separate parts of the directory (file path) or words in the file name instead:
 - The underscore "_" (e.g. File_Name)
 - Upper Camel Case (aka Pascal Case) where the first letter of each word is capitalized and no spaces between words (e.g. ThisIsAnExample)
- Keep file/folder names as short as possible while still maintaining obvious meaning.
 - Ideally, mapped drive paths/names must be less than 128 characters in length.
 - Make use of accepted abbreviations or acronyms to keep pathnames as short as possible (e.g. USFS, NFS and RD). For the of the San Bernardino National Forest, SBNF or BDF are acceptable.
- Use the underscore when more than one abbreviation/acronym is used in a name (e.g. CIO_BAO_FSNRA).
- Use Upper Camel Case when including an accepted abbreviation or acronym (e.g. USDAForestService).

Map Product Conventions:

- Use provided San Bernardino NF layout template for final map products (pdf, jpg, png), which should include standard map elements: relative scale, title, author (company name or position or logo - DO NOT USE PERSONAL NAMES), USDA/FS logo, legend, north arrow, date, datum, disclaimer.
- Attempt to use 508 Compliant color palettes and descriptions in all outputs (pdf documents, image files, etc.)
- All draft maps produced for internal USFS purposes must be clearly marked as such, "MAP FOR INTERNAL FOREST USE ONLY" or "DRAFT", to distinguish them from the finalized map(s) for the NEPA and Decision documents.

Provide Brief Description of GIS Methods (analyses), GIS Data, and GIS Products produced. Try to maintain history of GIS data as part of the project/file.

Land Ownership Layer – The Authoritative USFS GIS layer for land ownership "BasicOwnershipOfficial" shall be used for planning and analysis purposes. (Avoid using other sources of land ownership such as County Parcel or BLM Surface Management data.) . USFS direction is to use the "BasicOwnership" layer.

Data Creation, Accuracy and Precision and overall quality - When creating data, either through GPS collection, digitizing, or other means, data should be as accurate and precise as specified in the contract, or if not specified, as reason and feasibility will provide in order to represent the associated feature as accurately as possible. Data should strive to meet USGS National Map Accuracy Standards for 1:24000 scale maps.

When data coincides with other authoritative data sources (e.g., Forest System roads, Land Ownership), vertical integration with those data sources should be incorporated. The incorporation or removal of unnecessary slivers, unnecessary loops, unnecessary duplicates of points, lines, and polygons should be practiced.

When populating feature attributes, the use of codes should be minimized. Use established domains where possible or create domains where reasonably practical and practicable.

For some feature types (roads, trails, and others) the relevant data dictionary may be provided by the Forest Service, to help maintain data integrity with national datasets.

GPS Data Collection*

Submeter accuracy is preferred, but depending on contract specifications, may not be necessary.

GPS data shall be collected with accuracy of 10 feet (3.048 meters) or less 95% of the time with a PDOP of 6.0 or less.

Various methods can be used to enhance GPS data accuracy and precision:

Waypoint Averaging

For point features it is recommended that a minimum of 30 positions be collected at 1 second intervals and then averaged together for the location.

For line and or polygon features a good rule of thumb is to use a 2-5 second interval for walking and for road driving, depending on the road type and speed of the vehicle. At each corner and/or road intersection it is desirable to force (i.e. manually collect or wait for an update) a position. For curves in the road and/or any change in direction of the roadway, a minimum of 3 positions should be taken to define the change and/or curve.

Satellite Geometry

One should always acquire at least 4 satellites. More satellites are better than fewer. PDOP relates to satellite geometry at a given time and location. Keep the PDOP as low as possible when collecting mapping data. Some receivers have the ability to limit collection of GPS data if certain GPS quality measures are out of range.

Differential corrections should be used whenever possible.

**Depending upon circumstances, these standard guidelines may be changed, updated, or altered as determined by the U.S. Forest Service.*

ArcGIS Online (AGOL)

AGOL is not currently the final storage or delivery location for project GIS data and products. However, AGOL can be used as a temporary location to support data collection in the field or for sharing interim working maps, etc. with the project's Inter-Disciplinary Team (IDT).

If needed, coordinate with Forest GIS Program Coordinator(s) to establish contractor/partner USFS AGOL account(s) and collaborative AGOL group(s) (optionally with shared update) for the project.

Follow the same file-naming conventions and map product conventions for all AGOL items (webmaps, layers, storymaps, dashboards, etc.) maintained for the project as discussed above for file-based GIS work, with the addition of the prefix "R5_BDF".

At a minimum, include the following tags for all AGOL items (webmaps, layers, storymaps, dashboards, etc.): <project name>, <project year>, R5, BDF, SBNF, 0512, San Bernardino National Forest, USDA Forest Service.

GIS Deliverables:

All GIS data and GIS output (maps, pivot tables, etc.) shall be delivered in a file-based format using the standards and guidelines described above. Delivery in ArcGIS Online is not supported at this time.

Attachment 5

PROFESSIONAL SERVICES AGREEMENT
BETWEEN
INLAND EMPIRE RESOURCE CONSERVATION DISTRICT
AND
XXX

1. PARTIES AND DATE.

This Agreement is made and entered into this ____ day of __ 2024, by and between the Inland Empire Resource Conservation District, a governmental special district ("IERCD") and XXX, a California corporation ("Consultant"). IERCD and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

2. RECITALS.

2.1 Consultant. Consultant desires to perform and assume responsibility for the provision of certain professional services required by IERCD on the terms and conditions set forth in this Agreement, the scope of which is outlined in Attachment A of this agreement. Consultant represents that it is a professional consultant, experienced in providing (describe type of consulting service) consulting, is licensed in the State of California, and is familiar with the plans of the XXX Project.

2.2 Project. IERCD desires to engage Consultant to render such (Describe Services) ("Project") as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to IERCD all labor, materials, tools, equipment, services and incidental and customary work necessary to fully and adequately supply the consulting services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. Services shall include, but not be limited to, any duties and responsibilities assigned by the IERCD District Manager. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations. The terms of the Agreement prevail over any conflicting or contradictory term in any exhibit to the Agreement.

3.1.2 Term. The term of this Agreement shall be from the date first specified above to XXX, unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement and shall meet any other established schedules and deadlines.

3.2 Responsibilities of Consultant.

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. IERCD retains Consultant on an independent contractor basis and Consultant is not an employee of IERCD. Consultant retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall not be employees of IERCD and shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, and workers' compensation insurance.

3.2.2 Statement of Work. Consultant shall provide the Services expeditiously, within the term of this Agreement, and in accordance with the Statement of Work set forth in Exhibit "A" attached hereto and incorporated herein by reference. Consultant represents that it has the professional and technical expertise and personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant's conformance with the schedule, IERCD shall respond to Consultant's submittals in a timely manner. Upon request of IERCD, Consultant shall provide a more detailed schedule of anticipated performance to meet the Statement of Work.

3.2.3 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of IERCD.

3.2.4 IERCD's Representatives. IERCD hereby designates its District Manager, Mandy Parkes, or her designee, to act as its representative for the performance of this Agreement. All invoices for Consultant shall be submitted to the District Manager. The District Manager shall be responsible for directing Consultant's activities pursuant to this Agreement. The District Manager shall have the power to act on behalf of IERCD for all purposes under this Agreement. Consultant shall not accept direction or orders from any person other than the District Manager or her designee.

3.2.5 Substitution of Key Personnel. Consultant has represented to IERCD that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence and experience upon written approval of IERCD. In the event that IERCD and Consultant cannot agree as to the substitution of key personnel, IERCD shall be entitled to terminate this Agreement for cause, pursuant

to provisions of Section 3.5.1 of this Agreement. The key personnel for performance of this Agreement are as follows: XXX

3.2.6 Consultant's Representative. Consultant hereby designates XXX, or their designee, to act as its Representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his or her best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement. Consultant shall work closely and cooperate fully with IERCD's Representative and any other agencies which may have jurisdiction over, or an interest in, the Services. Consultant's Representative shall be available to the IERCD staff at all reasonable times.

3.2.7 Coordination of Services. Consultant agrees to work closely with IERCD staff in the performance of Services and shall be available to IERCD's staff, consultants and other staff at all reasonable times.

3.2.8 Standard of Care; Performance of Employees. Consultant shall perform the Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from IERCD, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein and shall be fully responsible to IERCD for all damages and other liabilities arising from the Consultant's errors and omissions. Any employee of the Consultant or its sub-consultants who is determined by IERCD to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to IERCD, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.9 Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA

requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If the Consultant performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to IERCD, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold IERCD, its officials, directors, officers, employees, consultants, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.10 Insurance.

3.2.1.1 Time for Compliance. Consultant shall not commence work under this Agreement until it has provided evidence satisfactory to IERCD that it has secured all insurance required under this section. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to IERCD that the subcontractor has secured all insurance required under this section.

3.2.1.2 Minimum Requirements. Consultant shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Consultant, its agents, representatives, employees or subcontractors. Consultant shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); and (3) *If Consultant has employees, Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

(B) Minimum Limits of Insurance. Consultant shall maintain limits no less than: (1) General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) Automobile Liability: \$1,000,000 per accident for bodily injury and property damage; and (3) If Consultant has employees, Workers' Compensation and Employer's Liability: Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of \$1,000,000 per accident for bodily injury or disease.

3.2.1.3 Professional Liability. Consultant shall procure and maintain, and require its sub-consultants to procure and maintain, for a period of five (5) years following completion of the Project, errors and omissions liability insurance appropriate to their profession. Such insurance shall be in an amount not less than \$2,000,000 per claim, and shall be endorsed to include contractual liability.

3.2.1.4 Insurance Endorsements. The insurance policies shall contain the following provisions, or Consultant shall provide endorsements to add the following provisions to the insurance policies:

(A) General Liability. The general liability policy shall be endorsed to state that: (1) IERCD, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insureds with respect to the Services or operations performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection with such work; and (2) the insurance coverage shall be primary insurance as respects IERCD, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by IERCD, its directors, officials, officers, employees, agents and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

(B) Automobile Liability. The automobile liability policy shall be endorsed to state that: (1) IERCD, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Consultant or for which the Consultant is responsible; and (2) the insurance coverage shall be primary insurance as respects IERCD, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by IERCD, its directors, officials, officers, employees, agents and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

(C) Workers' Compensation and Employers Liability Coverage. The insurer shall agree to waive all rights of subrogation against IERCD, its directors, officials, officers, employees, agents and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Consultant.

(D) All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to IERCD; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to IERCD, its directors, officials, officers, employees, agents and volunteers.

3.2.1.5 Separation of Insureds; No Special Limitations. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to IERCD, its directors, officials, officers, employees, agents and volunteers.

3.2.1.6 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by IERCD. If IERCD does not approve the deductibles or self-insured retentions as presented, Consultant shall guarantee that, at the option of IERCD, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects IERCD, its directors, officials, officers, employees, agents and volunteers; or (2) the Consultant shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

3.2.1.7 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VIII, licensed to do business in California, and satisfactory to IERCD.

3.2.1.8 Verification of Coverage. Consultant shall furnish IERCD with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to IERCD. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements must be received and approved by IERCD before work commences. IERCD reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.2.11 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and life saving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.3 Fees and Payments.

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "A" attached hereto and incorporated herein by reference. The Total

Compensation shall not exceed **\$0.00 (Write out total)** without written approval of IERCD's District Manager. Extra Work may be authorized, as described below, and, if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Consultant shall submit to IERCD itemized statements, on a mutually agreed upon schedule, which indicates work completed and hours of Services rendered by Consultant. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. Said compensation shall be paid in accordance with an invoice submitted to IERCD by Consultant within fifteen (15) days from the last day of each calendar month, and IERCD shall, within 45 days of receiving such statement, review the statement and pay all approved charges thereon.

3.3.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by IERCD.

3.3.4 Extra Work. At any time during the term of this Agreement, IERCD may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by IERCD to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from IERCD's Representative.

3.3.5 Prevailing Wages. By execution of this Agreement, Consultant certified that it is aware of the requirements of California Labor Code Sections 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the project site. Consultant shall defend, indemnify and hold IERCD, its directors, officials, officers, consultants, employees, volunteers and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.3.6 Employment of Apprentices. This Agreement shall not prevent the employment of properly indentured apprentices in accordance with the California Labor Code, and no employer or labor union shall refuse to accept otherwise qualified employees as indentured apprentices on the work performed hereunder solely on the

ground of race, creed, national origin, ancestry, color or sex. Every qualified apprentice shall be paid the standard wage paid to apprentices under the regulations of the craft or trade in which he or she is employed and shall be employed only in the craft or trade to which he or she is registered.

If California Labor Code Section 1777.5 applies to the Services, Consultant and any subcontractor hereunder who employs workers in any apprenticeable craft or trade shall apply to the joint apprenticeship council administering applicable standards for a certificate approving Consultant or any sub-consultant for the employment and training of apprentices. Upon issuance of this certificate, Consultant and any sub-consultant shall employ the number of apprentices provided for therein, as well as contribute to the fund to administer the apprenticeship program in each craft or trade in the area of the work hereunder.

The parties expressly understand that the responsibility for compliance with provisions of this Section and with Sections 1777.5, 1777.6 and 1777.7 of the California Labor Code in regard to all apprenticeable occupations lies with Consultant.

3.3.7 No Waiver. Failure of IERCD to insist on any one occasion upon strict compliance with any of the terms, covenants or conditions hereof shall not be deemed a waiver of such term, covenant or condition, nor shall any waiver or relinquishment of any rights or powers hereunder at any one time or more times be deemed a waiver or relinquishment of such other right or power at any other time or times.

3.3.8 Eight-Hour Law. Pursuant to the provisions of the California Labor Code, eight hours of labor shall constitute a legal day's work, and the time of service of any worker employed on the work shall be limited and restricted to eight hours during any one calendar day, and forty hours in any one calendar week, except when payment for overtime is made at not less than one and one-half the basic rate for all hours worked in excess of eight hours per day ("Eight-Hour Law"), unless Consultant or the Services are not subject to the Eight-Hour Law. Consultant shall forfeit to IERCD as a penalty, \$50.00 for each worker employed in the execution of this Agreement by him or her, or by any sub-consultant under him or her, for each calendar day during which such workman is required or permitted to work more than eight hours in any calendar day and forty hours in any one calendar week without such compensation for overtime violation of the provisions of the California Labor Code, unless Consultant or the Services are not subject to the Eight-Hour Law.

3.4 Accounting Records.

3.4.1 Maintenance and Inspection. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred and fees charged under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of IERCD during normal business hours to examine, audit, and make

transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.5 General Provisions.

3.5.1 Termination of Agreement.

3.5.1.1 Grounds for Termination. IERCD may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been fully and adequately rendered to IERCD through the effective date of the termination, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

3.5.1.2 Effect of Termination. If this Agreement is terminated as provided herein, IERCD may require Consultant to provide all finished or unfinished Documents and Data, and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such documents and other information within fifteen (15) days of the request.

3.5.1.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, IERCD may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.5.2 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Consultant: Consultant
Address
Attn:

IERCD: Inland Empire Resource Conservation District
25864-K Business Center Drive
Redlands, CA 92374
Attn: Mandy Parkes

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the Party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.5.3 Ownership of Materials/Confidentiality.

3.5.3.1 Documents & Data. This Agreement creates an exclusive and perpetual license for IERCD to copy, use, modify, reuse, or sub-license any and all copyrights and designs embodied in plans, specifications, studies, drawings, estimates, materials, data and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data").

Consultant shall require all subcontractors to agree in writing that IERCD is granted an exclusive and perpetual license for any Documents & Data the subcontractor prepares under this Agreement.

Consultant represents and warrants that Consultant has the legal right to grant the exclusive and perpetual license for all such Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or provided to Consultant by IERCD.

IERCD shall not be limited in any way in its use of the Documents & Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at IERCD's sole risk.

3.5.4 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents & Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of IERCD, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use IERCD's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of IERCD.

3.5.5 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.5.6 Attorney's Fees. If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and costs of such actions.

3.5.7 Indemnification. Consultant shall defend, indemnify and hold IERCD, its directors, officials, officers, agents, consultants, employees, and volunteers free and harmless from any and all claims, demands, causes of action, costs, expenses, liabilities, losses, damages or injuries, in law or in equity, to property or persons, including wrongful death, in any manner arising out of or incident to alleged negligent acts, omissions or willful misconduct of the Consultant, its officials, officers, employees, agents, consultants and contractors arising out of or in connection with the performance of the Services, the Project or this Agreement, including without limitation the payment of all consequential damages, attorneys' fees and other related costs and expenses. Consultant shall defend, at Consultant's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against IERCD, its directors, officials, officers, agents, consultants, employees, and volunteers. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against IERCD or its directors, officials, officers, agents, consultants, employees, and volunteers, in any such suit, action or other legal proceeding. Consultant shall reimburse IERCD and its directors, officials, officers, employees, agents, consultants, and volunteers, for any and all legal expenses and costs, including reasonable attorney's fees, incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by IERCD, its directors, officials, officers, agents, consultants, employees, and volunteers. Notwithstanding the foregoing, to the extent Consultant's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant. This Section 3.5.7 shall survive any expiration or termination of this Agreement.

3.5.8 Entire Agreement. This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both Parties.

3.5.9 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in San Bernardino County.

3.5.10 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.5.11 IERCD's Right to Employ Other Consultants. IERCD reserves the right to employ other consultants in connection with this Project.

3.5.12 Assignment or Transfer. Consultant shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of IERCD. Any attempt to do so shall be null and void,

and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.5.13 Successor and Assigns. This Agreement shall be binding on the successors and assigns of the Parties, and shall not be assigned by Consultant without the prior written consent of IERCD.

3.5.14 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all directors, officials, officers, agents, consultants, employees, and volunteers of Consultant, except as otherwise specified in this Agreement. All references to IERCD include its directors, officials, officers, agents, consultants, employees, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

3.5.15 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.5.16 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

3.5.17 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.5.18 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.5.19 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, IERCD shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of IERCD, during the term of his or her service with IERCD, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.5.20 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of any IERCD programs or guidelines concerning equal opportunity employment currently in effect or hereinafter enacted.

3.5.21 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.5.22 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.5.23 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.5.24 Subpoenas or Court Orders. Should Consultant receive a subpoena or court order related to this Agreement, the Services or the Project, Consultant shall immediately provide written notice of the subpoena or court order to IERCD. Consultant shall not respond to any such subpoena or court order until notice to IERCD is provided as required herein, and shall cooperate with IERCD in responding to the subpoena or court order.

3.5.25 Incorporation of Recitals. The recitals set forth above are true and correct and are incorporated into this Agreement as though fully set forth herein.

3.5.26 Survival. All rights and obligations hereunder that by their nature are to be performed after any expiration or termination of this Agreement shall survive any such expiration or termination.

3.6 Subcontracting.

3.6.1 Prior Approval Required. Consultant shall not subcontract any portion of the work or Services required by this Agreement, except as expressly stated herein, without prior written approval of IERCD. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

[Signatures on following page]

SIGNATURE PAGE
TO
PROFESSIONAL SERVICES AGREEMENT

IERCD

Consultant

By _____

By _____

Rick Gomez
Board President

Name: _____

Title: _____

Approved as to form:

IERCD General Counsel
Best Best & Krieger LLP

EXHIBIT "A"

SCOPE OF SERVICES