

SMITH RIVER ALLIANCE

Request For Proposals

For

**Elk Creek Beaver Dam Analogue and Wetland Habitat
Enhancement Project**

Issued: February 25, 2025

Proposal Deadline: April 3, 2025, at 5:00 p.m.

to

**Smith River Alliance
145 Cable Lane
Crescent City, CA 95531**

Attn: Jeff Powers

SMITH RIVER ALLIANCE REQUEST FOR PROPOSALS

The Smith River Alliance (“**SRA**”) requests proposals (“**Proposals**”) from qualified individuals or firms (individually, a “**Respondent**” and collectively, “**Respondents**”) for beaver dam analogue construction and native plant installation services for its **Elk Creek Beaver Dam Analogue (BDA) and Wetland Habitat Enhancement Project** (“**Project**”)

1. THE SMITH RIVER ALLIANCE

SRA is a 501(c)(3) nonprofit based out of Del Norte County, California. Founded in 1980, its mission is to provide for the long-term protection, restoration, and stewardship of natural resources in the Smith River watershed. SRA works with local communities, conservation groups and government agencies to protect the spectacular forests, rivers and wildlife of the greater Smith River ecosystem in Northern California. Additional information about SRA is available on its website at: <https://smithriveralliance.org/>.

2. THE SERVICES

A. Summary. SRA requires the construction of eight beaver dam analogues (BDA) and enhancing riparian habitat by installing native plants. The project will use low-tech and cost-effective methods to restore ecosystem processes that are responsible for physically complex instream and floodplain habitat. BDAs will be placed in a hydraulically suitable location along the mainstem of Elk Creek where the relatively small channel size will facilitate construction and can accommodate fish passage along multiple paths. The eight BDAs will be placed along a historically ditched and straightened section of stream. The Elk Creek valley at the project site is a one-mile-wide low gradient valley with acres of underutilized off-channel habitat. The project will enhance approximately 350 linear feet of instream habitat, increase surface flow connection to nearby floodplains and wetlands, provide building sites for beaver to maintain or modify, and address limiting factors for the recovery of Coho Salmon.

B. Form of Agreement. A copy of the SRA’s standard Professional Services Agreement (“**Agreement**”), is attached hereto as **Attachment A** and incorporated herein. By submitting a Proposal, the Respondent agrees to enter into the Agreement using the attached form with no exceptions to the form of the Agreement.

C. Scope of Services. The required Scope of Services is attached hereto as **Attachment B** and incorporated herein. By submitting a Proposal, the Respondent represents that it is fully qualified and available to provide the Services set forth in the Scope of Services at the price set forth in its Proposal, and that it agrees to provide those Services if it is awarded the Agreement, which will attach and incorporate the Scope of Services.

D. Permit Compliance. The required Permit Compliance is attached hereto as **Attachment C** and incorporated herein. By submitting a Proposal, the Respondent represents that it is fully qualified and available to provide the Services set forth in the Scope of Services at the price set forth in its Proposal, and that it agrees to provide those Services if it is awarded the Agreement, which will attach and incorporate the Scope of Services.

3. REQUEST FOR PROPOSAL PROCEDURES

A. Requests for Information. Questions or objections relating to the RFP, the attachments hereto, the RFP procedures, or the required Services may only be submitted via email to Jeff Powers, Project Manager at jeff@smithriveralliance.org by 5:00 p.m., March 7, 2025 (the “**Request for Information Deadline**”). Any questions or objections that are not submitted in the manner specified and by the Request for Information Deadline will be deemed waived. SRA will not be bound by the oral representations of any SRA officials, employees, or representatives.

B. Pre-Submittal Meeting. A Pre-Submittal Meeting will be held on March 25, 2025, from 10:00 a.m. to 1:00 p.m. in Crescent City, CA, meeting at the Del Norte County Fairgrounds 421 Highway 101 North, and traveling to the project site, . Prospective Respondents will have the opportunity to ask questions about the RFP and the required Services. The project site is in a wetland and may be flooded, we will be able to observe the site from portions of the access road, please bring waders if you want to explore the site more closely. Respondents will be required to sign-in at the Pre-Submittal Meeting and to provide an email address for the Respondent’s representative for receipt of any subsequent addenda. The Pre-Submittal Meeting is **mandatory**, and the SRA may, acting in its sole discretion, disregard any Proposal submitted by a Respondent that failed to attend or failed to arrive on time for the Pre-Submittal Meeting.

E. Submittal Instructions. Proposals must be **received** by the SRA by or before March 28, 2025, at 5:00 p.m. (“**Proposal Deadline**”). Respondent must submitted by PDF sent via email to Jeff Powers, Project Manager, at jeff@smithriveralliance.org with the following information in the subject line: “Proposal for Elk Creek Beaver Dam Analogue and Wetland Habitat Enhancement Project,”

D. Planned RFP Schedule. The following schedule is provided for planning purposes based on current information. However, all dates are subject to revision, including the Proposal Deadline, and may be amended by addenda to this RFP.

| ACTIVITY | PLANNED DATES/TIME |
|----------------------------------|--------------------|
| RFP Issued | February 25, 2025 |
| Request for Information Deadline | March 17, 2025 |
| Pre-Submittal Meeting | March 25, 2025 |
| Proposal Deadline | April 3, 2025 |
| Notice of Selection | April 11, 2025 |
| Approval and Award | April 18, 2025 |
| Commence Services | July 15, 2025 |

E. Addenda. SRA reserves the right to issue addenda to modify the terms and conditions of this RFP, including modifications to the Proposal Deadline or to the Attachments to this RFP. Addenda will be posted on the SRA’s website at <https://smithriveralliance.org/bids/>. Each Respondent is solely responsible for checking the SRA’s website for addenda, and for reviewing all addenda before submitting its Proposal.

4. PROPOSAL REQUIREMENTS

Each Proposal must be submitted in compliance with the requirements of this RFP. Each Proposal must respond to the items listed below. *Clarity and brevity are preferable to volume.* Do not attach brochures or promotional materials to the Proposal. Proposals should not exceed 10 one-sided pages, excluding any tabs or dividers. However, resumes may be included in an appendix and not counted in the total page count. By submitting a Proposal, the Respondent agrees that the lump sum price and proposed approach to providing the Services, including staffing, constitute a firm offer to enter into the Agreement with the SRA, and that the offer will remain open for 60 days following the Proposal Deadline.

A. Cover Letter. Provide a brief cover letter that includes all the following information:

- (1) Respondent’s name, address, phone number, and website address
- (2) Type of organization (e.g. corporation, partnership, etc.)
- (3) A summary of general information about Respondent and the types of services it provides in relation to the Services required by the SRA, and
- (4) Contact information, including name, title, address, phone number, and email, of Respondent’s primary representative for purposes of this RFP

The cover letter must be signed by a representative that is authorized to bind Respondent by contract and must state his or her name, title, and email address.

B. General Qualifications. Provide a brief description of the Respondent’s business, including the number of years in business under the current name. Describe the size of the business, including total number of employees and

offices, and identify and briefly describe each local office that will be involved in providing the Services if awarded the Agreement. Describe how and why Respondent is qualified to provide the Services.

C. Experience. Identify services Respondent has provided in the last five years that are similar in scope and nature to the Services required by this RFP, particularly with respect to services provided to other cities or public agencies. For each example, provide (1) a brief description of the services provided, (2) an explanation of why this experience is relevant to the required Services, and (3) the name and address of the contracting agency, including contact information for a reference check (name, title, phone number, and email address).

D. Staffing. Identify by name and title Respondent's key personnel that will be assigned to provide the Services and for each, include a resume with his or her education, training, and experience. Identify by name, address, and website, each subconsultant or subcontractor, if any, that will be involved with providing the Services, including the proposed role for each such subconsultant or subcontractor. Include all applicable license numbers for any license required to perform the Services.

E. Price. Provide a not-too-exceed price for the Services that is fully inclusive of all costs to provide the Services, including hourly billing rates, all labor, materials, equipment, supplies, the insurance required under the terms of the Agreement, reimbursable expenses, etc. Attach a copy of billing rates that would apply to any authorized additional Services.

F. Proposed Approach. Briefly describe Respondent's proposed approach to providing the Services and how that approach will offer value to the SRA. Identify any proposed innovations that may be used to achieve more cost-effective delivery of the Services. Provide a work plan and proposed schedule for the tasks described in the Scope of Services.

5. EVALUATION

The factors that the SRA will consider in evaluating Proposals are as follows:

- | | |
|----------------------------|-----------|
| • General qualifications | 10 points |
| • Relevant experience | 15 points |
| • Proposed staffing | 5 points |
| • Pricing | 10 points |
| • Proposed approach | 10 points |
| • Responsiveness | 10 points |
| • References | 10 points |
| • Interview (if requested) | 10 points |

6. SELECTION AND AWARD

A. Review. Proposals will be reviewed for responsiveness and evaluated and ranked based on the factors listed in Section 5, above. When the evaluation is complete, the Proposals will be ranked based on total scores to identify the Proposal that is the most advantageous to the SRA. Acting in its sole discretion, the SRA may elect to conduct interviews with shortlisted Respondents.

B. Award. The SRA will award the Agreement, if at all, to the Respondent that is determined by the SRA, acting in its sole discretion, to offer the most advantageous Proposal to the SRA based on the SRA's review, as outlined above. SRA staff will submit its recommendation to the SRA Council or the awarding officer, as applicable, for award of the Agreement to the Respondent that it determines to offer the most advantageous Proposal. The Respondents will be notified of staff's intended recommendation by a Notice of Selection which will be posted on the SRA's website at <https://smithriveralliance.org/bids/>, and which may also be emailed to each Respondent that submits a Proposal.

7. MISCELLANEOUS

A. Disclaimers and Reservation of Rights. Upon receipt, each Proposal becomes the sole property of SRA and will not be returned to the Respondent. Each Respondent is solely responsible for the costs it incurs to prepare and submit its Proposal. The SRA reserves, in its sole discretion, the right to reject any and all Proposals, including the right to cancel or postpone the RFP or the Services at any time, or to decline to award the Agreement to any of the Respondents. The SRA reserves the right to waive any immaterial irregularities in a Proposal or submission of a Proposal. The SRA reserves the right to reject any Proposal that is determined to contain false or misleading information, or material omissions.

B. Conflict of Interest. Respondents must disclose to the SRA any actual, apparent, direct or indirect, or potential conflicts of interest that may exist with respect to Respondent, any employees of Respondent, or any other person relative to the Services to be provided pursuant to this RFP. This RFP process will be conducted in compliance with all laws regarding political contributions, conflicts of interest, or unlawful activities. SRA employees are prohibited from participating in the selection process for this RFP if they have any financial or business relationship with any Respondent.

Attachments:

Attachment A – Form of Agreement
Attachment B – Scope of Services
Attachment C – Permit Compliance

Attachment A – Form of Agreement

PROFESSIONAL SERVICES AGREEMENT ELK CREEK BEAVER DAM ANALOGUE (BDA) AND WETLAND HABITAT ENHANCEMENT PROJECT

This Agreement is entered into as of March _____, 2025 by and between <Insert Contractor Name>, ("**Contractor**"), and **SMITH RIVER ALLIANCE**, a California nonprofit corporation ("**SRA**").

- A. SRA is a nonprofit, charitable organization which obtains the resources to carry out its land conservation and environmental education purposes from various sources, among which are foundation grants, government funds, and individual contributions and professional services agreements; and
- B. SRA has retained Contractor to provide construction services ("**Services**") for the Elk Creek Beaver Dam Analogue (BDA) and Wetland Habitat Enhancement ("**Project**"), located on Crescent City, CA.
- C. Contractor represents that it is fully qualified and has the training, skill, experience, ability, background, certification, knowledge, and any necessary degrees, licenses, or certifications to provide the Services in conformance with the terms and conditions set forth in this Agreement.
- D. SRA is entering into this Agreement in reliance upon Consultant's representations, set forth above, for providing the Services in accordance with the terms and conditions of this Agreement.
- E. SRA obtains the resources to carry out its land conservation and environmental education purposes from various sources, including grant funding from foundations and local, state, and federal government agencies.
- F. Project funding includes federal funds from the California Department of Fish and Wildlife (CDFW) Fisheries Restoration Grant Programs (FRGP) and U.S. Fish and Wildlife Service (USFWS) Coastal Programs.
- G. The Project is subject to the terms and conditions of this Agreement and the funding conditions set forth in the FRGP and USFWS Coastal Program funding agreements (the "**Project Funding Conditions**").

NOW THEREFORE, with reference to the above Recitals and for valuable and sufficient consideration as set forth in this Agreement, the Parties agree to the following terms and conditions.

1. **Services to be performed and products to be created.** SRA engages Contractor to perform services described in "Exhibit A" Scope of Work.
2. **Term of Contract.** This contract ("Contract") shall begin on <Insert Date>("Commencement Date") and shall remain in effect until <Insert Date> ("Termination Date"), unless terminated earlier as provided in this Contract. Any extension beyond the Termination Date must be in writing and signed by SRA. This contract shall be completed and final invoice submitted no later than <Insert Date>.
3. **Terms of payment.** For all services described in this Agreement (described in Exhibit A), SRA shall pay Contractor a total not to exceed amount of <Insert Number Amount> <(Insert Text of Number Amount)> during the contract period.

Contractor shall submit invoices quarterly to SRA. Invoices will show hourly rate and number of hours worked. The form of the invoice shall include dates of service, identify services provided and be on letterhead.

Invoice Documentation: Each invoice for payment must be accompanied by a Progress Report or a written description, not to exceed two pages in length, of Contractor's performance under this Agreement since the time the previous such report was prepared. The Progress Report shall describe the types of activities and specific accomplishments during the period for which the payment is being made rather than merely listing the number of hours worked during the reporting period. The Final Invoice must include a budget summary of all cost share expenditures by fund source, as applicable.

Travel and Per Diem (if applicable): SRA agrees to pay travel and per diem under this Agreement when documented by appropriate receipts. The reimbursement rates shall not exceed those amounts identified in the California Department of Human Resources travel reimbursement guidelines. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from CDFW.

4. **Performance of Work.** The Contractor shall perform all work required under this Contract in accordance with the highest standards of the Contractor's profession or craft and to the satisfaction of SRA. The Contractor shall perform all work in accordance with all laws and regulations. Payments under this Contract are conditioned on SRA acceptance of the work product for which payment is requested and satisfaction of other terms and conditions of payment as required herein.
5. **Proposed Schedule.** <Describe Proposed Schedule>.
6. **Independent Contractor.** The parties intend that an independent contractor-client relationship will be created by this Contract. The conduct and control of

the work will lie solely within the purview of Contractor and Contractor shall determine the means, methods and manner of performance under this Contract. Contractor is not to be considered an agent or employee of SRA for any purpose, and no joint venture or principal-agent relationship exists. If appropriate, the SRA will report all fees paid to Contractor to the IRS on Form 1099. Neither the SRA nor Contractor shall have any right, power or authority to create any obligation, expressed or implied on behalf of the other. Contractor shall pay as and when due all taxes incurred as a result of Contractors or its employees' compensation hereunder, including estimated taxes, and shall provide the SRA with evidence of such payments if requested by the SRA. Contractor retains the sole right to control or direct the manner in which services described herein are to be performed, subject to the foregoing: SRA as designated and appropriate retain the right to inspect, stop work, prescribe alterations, and generally oversee the work to ensure its conformity with that specified herein.

Contractor declares that Contractor is engaged in an independent business and has complied with all federal, state and local laws regarding business permits and licenses of any kind that may be required to carry out the business tasks to be performed.

7. **Employment costs.** No payroll or employment taxes of any kind shall be withheld or paid with respect to payments to Contractor. No worker's compensation insurance has been or will be obtained by SRA on account of Contractor or employees of Contractor.
8. **Warrant, indemnify and hold harmless.** Contractor warrants and represents that it has every legal right to enter into the Agreement and to perform in accordance with its terms. Contractor will indemnify and hold SRA harmless from any claim or liability of any nature whatsoever caused by willful or negligent act or omission of the Contractor.
9. **Work Products.** All material, data, information, and written, graphic or other work produced under this agreement is subject to the unqualified and unconditional right of SRA to use, reproduce, publish, display, and make derivative use of all such work, or any part of it, free of charge and in any manner and for any purpose; and to authorize others to do so.
10. **Data Management.** Contractor will work with SRA to ensure that all data collection activities conducted by the Contractor under this agreement use peer-approved methods, undergo a quality control and accuracy assessment process, include metadata that meet The National Oceanic and Atmospheric Administration (NOAA) Data Management Handbook, include documentation of the methods and quality assessments utilized, and are properly stored and protected until the Project has been completed and data have been delivered under this agreement.

All data and associated metadata collected by or created under this Agreement are a required deliverable of this Agreement. Contractor will work with SRA to ensure data is delivered in a format consistent with the Data Management requirements of [NOAA's Data Management Handbook](#).

11. **RIGHTS IN DATA.** Contractor agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes and other written or graphic work produced in the performance of this Agreement, are subject to the rights of the State as set forth in this section. The State shall have the right to reproduce, publish, and use all such work, or any part thereof, in any manner and for any purposes whatsoever and to authorize others to do so. If any such work is copyrightable, Grantee may copyright the same, except that, as to any work which is copyrighted by Grantee, the State reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish, and use such work, or any part thereof, and to authorize others to do so.
12. **Nondiscrimination.** During the performance of this agreement, Contractor and its subcontractors and/or employees shall not unlawfully discriminate against, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, ethnic group identification, physical disability (including HIV and AIDS), mental disability, medical condition, marital status, age (over 40) or sexual orientation (Government Code section 12940). Contractor and its agents also shall not unlawfully deny a request for or take unlawful action against any individual because of the exercise of rights related to family-care leave (Government Code sections 12945.1 and 12945.2). Contractor and its agents shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination, harassment and unlawful acts. Pursuant to Government Code section 12990, the Contractor and its agents shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900 et seq.) and the applicable regulations (California Code of Regulations Title 2, section 7285.0 et seq.). The regulations of the Fair Employment and Housing Commission regarding Contractor Nondiscrimination and Compliance (Chapter 5 of Division 4 of Title 2 of the California Code of Regulations) are incorporated into this agreement by this reference. Contractor and its agents shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. This nondiscrimination clause shall be included in all contracts and subcontracts entered into to perform work provided for under this agreement.
13. **Record-keeping.** The Contractor shall maintain financial accounts, documents, and records (collectively, "records") relating to this agreement, in accordance with the guidelines of "Generally Accepted Accounting Principles" ("GAAP") published by the American Institute of Certified Public Accountants. The

records shall include, without limitation, evidence sufficient to reflect properly the amount, receipt, deposit, and disbursement of all funds related to work under the agreement. Time and effort reports are also required. The Contractor shall maintain adequate supporting records in a manner that permits tracing from the request for disbursement forms to the accounting records and to the supporting documentation.

SRA may review, obtain, and copy all records relating to performance of this agreement. The Consultant shall retain the required records for a minimum of three years following final disbursement by the SRA. Contracts involving the expenditure of public funds greater than \$10,000, entered into by any state, local, or public entity, are subject to an audit by the California State Auditor's Office. The records shall be subject to examination and audit by the California State Auditor's Office for a period of three years after final contract payment per California Government Code, Section 8546.7.

14. **Liability Insurance** - Throughout the term of this agreement, the Contractor acknowledges that it will maintain insurance it deems appropriate, against claims for injuries to persons or damage to property that may arise from or in connection with any activities by the Contractor or its agents, employees, volunteers, or contractors associated with the project undertaken pursuant to this agreement.
15. **California Business and Professions Code Compliance.** Contractor acknowledges that the services of appropriately licensed professionals comply with the applicable requirements of the California Business and Professions Code, including but not limited to section 6700 et seq. (Professional Engineers Act) and section 7800 et seq. (Geologists and Geophysicists Act).
16. **Termination.** Either party may terminate this Contract at any time upon two weeks written notice. Should this occur, payment for work satisfactorily completed and delivered will be adjusted accordingly.

If termination of the project is initiated by the Funding Agency prior to the completion of the project, the Contractor shall take all reasonable measures to prevent further costs to SRA, and SRA shall be responsible for any reasonable and non-cancellable obligations incurred by the Contractor in the performance of this agreement prior to the date of the notice to terminate, but only up to the undisbursed balance of funding authorized in this agreement.

In the event that the Funding Agency does not provide sufficient appropriations to fund the Project at the level specified in Section 3 of this Agreement –SRA reserves the right to cancel or amend this Agreement to reflect a reduction in available funds, as an alternative to termination.

Agreed to this ___ day of March ____, 2025, at Crescent City, State of California

Patty McCleary
Co-Executive Director, Smith River
Alliance
145 Cable Lane
Crescent City, CA 95531
(Tel.) 916-799-9352

<Contractor Name>
<Company Name>
<Address>
<Address>
<Phone>

SIGNATURE

SIGNATURE

DATE

DATE

EXHIBIT A
Insert Scope of Services Here

EXHIBIT B
Insert Permit
Compliance Here

Attachment B – Scope of Services

Elk Creek is a small urban/wildland watershed (8.26 mi²) with natal Coho Salmon and Coastal Cutthroat Trout populations. Most of the watershed is very low gradient and has high intrinsic potential for coho salmon and plays an important role in the health and resiliency of the regional population (NMFS 2014).

The Project will enhance off-channel habitat by installing a series of BDA structures and restore riparian habitat by installing native plants. The project will use low-tech and cost-effective method to restore ecosystem processes that are responsible for physically complex instream and floodplain habitat (Low-Tech Process-Based Restoration of Riverscapes Design Manual -- LT-PBR Design Manual) and the Beaver Restoration Guidebook. The BDAs will be placed in a hydraulically suitable location along the mainstem of Elk Creek where the relatively small channel size will facilitate construction and can accommodate fish passage along multiple paths. The goal will be to promote wood accumulation, increase pool depth, frequency of floodplain inundation, channel complexity, and mimic beaver dam activity with the BDAs (See Figure 1). Native willow plantings will support existing populations of beaver by increasing the amount of forage and potential lodge or den sites.

All work will need to be closely coordinated with the consulting engineer and SRA Project Manager for the entire length of the project. Project construction will be timed for low flow conditions to limit the disturbance to wetlands and streams.

Project Tasks:

Task 1. Mobilization and Demobilization - Clearing the ~3,000' of access road leading to the BDA locations, delivering equipment and materials to project staging area, and following construction removing any materials not used as well as any debris resulting from the BDA construction.

Task 2. BDA Construction –

a) The Construction Contractor will install eight BDAs. BDA's will be paired to decrease the likelihood of failure. Each BDA will use approximately 24 untreated wood posts spaced 18 to 30-inches apart. At each feature two rows of 7-foot-long posts will be embedded a minimum of 2-feet into the stream bed (See Figure 2). Shorter posts can be used on channel banks and floodplains. Each paired feature will inundate approximately 50-100 linear feet of habitat upstream from the feature. Each feature will disturb approximately 3-4 linear feet of stream. The features will impact approximately 0.005 acres of channel habitat.

Source of materials: Willows and brush will be collected onsite. Posts: approximately 200 7-ft 3-4-in peeled untreated wood posts.

b) The BDA's will be installed along a channel reach of Elk Creek with an average bankfull widths of 10-12 feet, and a gradient of less than 0.2%. The

BDA's will be installed within the channel and extend onto the floodplains. Table 1 shows the approximate bankfull width, height, linear length, and station numbers for each feature. Actual locations may be field fit with approval from Smith River Alliance and Stillwater Sciences. The final placement of the features will be field fit and may be adjusted depending on site conditions. The feature height will gradually increase the surface water elevations and will be installed to ensure that no jump height is greater than 6". Each pair of structures will work together to increase the surface water elevation by 1' (See Figure 2).

Task 3: Native Willow Plantings - Contractor will install 200 willow cuttings along a 500-foot stretch of stream. Cuttings will be 3 to 4-feet long and a ½ to 1-inch thick. Cuttings will be collected from healthy willows with no visible areas with peeled bark, wounds, or disease. Willow cuttings will be collected on-site or within a 10-mile radius of the project site, outside of the nesting bird season, and no more than 1/3 of any willow plant will be harvested. Willows will be installed using hand tools. At least ½ of the willow cutting will be embedded in the stream bank and planting sites will be targeted to bank elevations where the cuttings can be in contact with the water table.

Task 4: Environmental Compliance – Contractor will be responsible for all water management and implementation of best management practices required to comply with the project's permits, Exhibit C.

Figure 1 BDA Design Schematics

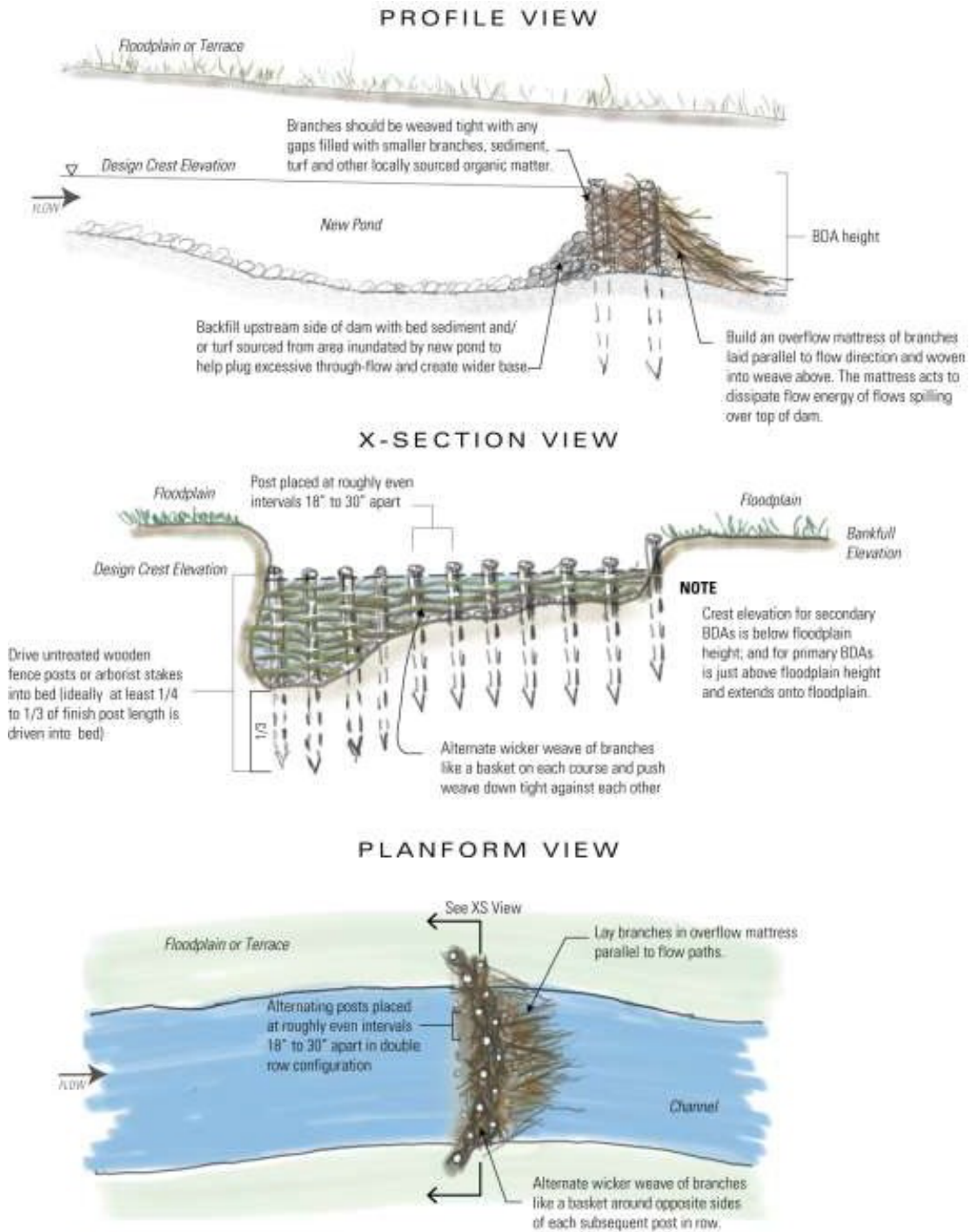


Figure 2. BDA Feature Sketch



Attachment C – Permit Compliance

Contractor will be required to comply with the applicable provisions of any required permits and approvals, which have not yet been issued, including those listed below. This task will be amended by addendum or Change Order, as applicable, after the required permits or approvals are issued. If and only to the extent that any permit or approval issued following award of the Contract imposes new requirements that will impact the time or cost to perform the Work, Contractor may submit a Change Order request pursuant. If SRA is unable to timely secure any of the following required permits and approvals, SRA may elect to suspend or terminate the Contract for convenience.

1. The 2023 Fisheries Restoration Grant Program's Mitigated Negative Declaration SCH Number: 2023090699
[1730194 Elk Creek BDA](#)
2. Fisheries Restoration Grant Program Coastal Development Permit
3. Fisheries Restoration Grant Program 401 Permit
4. Fisheries Restoration Grant Program 404 Permit
5. Lake and Streambed Alteration Agreement