

SMITH RIVER ALLIANCE

Request For Proposals

For

**Landscaping Services for Middle Stotenburg Creek Coho Habitat
Enhancement Project**

Issued: September 8, 2026

Proposal Deadline: September 28, 2026 at 1:00 p.m.

to

**Smith River Alliance
PO Box 2129
Crescent City, CA 95531**

Attn: Priscilla Winters, Fisheries Biologist

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 landscaping services for its Middle Stotenburg Creek Coho Habitat Enhancement Project (“**Project**”).

1. ABOUT THE SMITH RIVER ALLIANCE

The Smith River Alliance (SRA) is a 501(c)(3) nonprofit based out of Del Norte County, California. Founded in 1980, their 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 Landscaping (“**Services**”) for the Middle Stotenburg Creek Coho Habitat Enhancement Project. The Landscaping Contractor will be responsible for installation of 184 riparian trees and shrubs, 1500 feet of temporary fencing for browse protection, and provide temporary irrigation and plant maintenance for two years.

B. Form of Agreement. A copy of 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, with 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 Priscilla Winters, Fisheries Biologist at priscilla@smithriveralliance.org by 5:00 p.m., September 16, 2026 (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. No mandatory Pre-Submittal Meeting will be held, however, arrangements can be made for a collective site visit if Prospective Respondents would like to view the site prior to submitting a Proposal. Please send all inquiries regarding a site visit to the email address listed in Section 3.A. A Respondent’s participation in a site visit will not affect SRA’s selection process.

C. Submittal Instructions. Proposals must be **received** by SRA by or before September 28, 2026, at 1:00 p.m. (“**Proposal Deadline**”). The Proposal must be submitted as a PDF sent via email to priscilla@smithriveralliance.org AND bids@smithriveralliance.org with the following information in the subject line for the email: “RFP for Middle Stotenburg Fencing Services. Late submissions will be disregarded.

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	September 8, 2026
Request for Information Deadline	September 16, 2026
Pre-Submittal Meeting	
Proposal Deadline	September 28, 2026
Interviews (if requested by SRA)	September 29, 2026
Notice of Selection	September 30, 2026
Approval and Award	October 1, 2026
Commence Services	October 15, 2026

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 SRA’s website at <https://smithriveralliance.org/bids/>. Each Respondent is solely responsible for checking

SRA's website for addenda, and for reviewing any and 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 5 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 SRA, and that the offer will remain open for 14 days following the Proposal Deadline.

A. Cover Letter. Provide a brief cover letter that includes all of 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 SRA;
- (4) contact information, including name, title, address, phone number, and email, of Respondent's primary representative for purposes of this RFP; and
- (5) Contractor's license number and Department of Industry Regulations (DIR) Registration number.

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, including license(s), specialized training, and the like.

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

5. EVALUATION

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

- | | |
|----------------------------------|-------------|
| • General qualifications | 1-15 points |
| • Relevant experience | 1-15 points |
| • Proposed staffing | 1-15 points |
| • Proposed approach and schedule | 1-10 points |
| • Responsiveness | 1-10 points |
| • References | 1-10 points |
| • Interview (if requested) | 1-10 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 SRA. Acting in its sole discretion, SRA may elect to conduct interviews with shortlisted Respondents.

B. Award. SRA will award the Agreement, if at all, to the Respondent that is determined by SRA, acting in its sole discretion, to offer the most advantageous Proposal to SRA based on SRA’s review, as outlined above. 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. 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. SRA reserves the right to waive any immaterial irregularities in a Proposal or submission of a Proposal. 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 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 – Plans and Specifications

Attachment A – Form of Agreement

SMITH RIVER ALLIANCE PROFESSIONAL SERVICES AGREEMENT

<Contractor Name>

Middle Stotenburg Creek Coho Habitat Enhancement Project

This professional services agreement (“**Agreement**”) is entered into and effective on <date> (“**Effective Date**”) by and between the Smith River Alliance, a California 501(c)(3) nonprofit corporation (“**SRA**”) and <full legal name of contractor>, a <type of business entity, e.g., corporation, partnership, etc.> (“**Contractor**”), individually a “**Party**” and collectively the “**Parties**.”

RECITALS

- A. SRA has retained Contractor for landscaping and to install fencing (“**Services**”) for the Middle Stotenburg Creek Coho Habitat Enhancement Project (“**Project**”), located at 3120 S Fred Haight Drive, Smith River, CA.
- B. 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.
- C. 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.
- D. 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.
- E. Funding for the Project includes funds from:
California Department of Fish and Wildlife: Fisheries Restoration Grant Program.
- F. The Project, including the terms and conditions of this Agreement, is subject to the funding conditions set forth in *Fisheries Restoration Grant Program, Middle Stotenburg Creek Coho Habitat Enhancement Project Grant Agreement, Number – Q2410512* (the “**Project Funding Conditions**”).
- G. Project Funding Conditions are included in **Exhibit A.4**.

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.

TERMS AND CONDITIONS

1. TERM

The term of this Agreement (“**Term**”) begins on the Effective Date set forth in the preamble and will expire on **December 31, 2028**, unless terminated earlier by either Party or extended by amendment of this Agreement subject to mutual agreement of the Parties, as set forth below.

2. SERVICES

Contractor will provide all of the Services as further specified in **Exhibit A, Scope of Services**, attached hereto and incorporated herein, in conformance with the terms and conditions of this Agreement, including each of the task described therein (individually, a “**Task**” and collectively, “**Tasks**”), and any terms and conditions in Section 4 of Exhibit A, if any, which are required pursuant to applicable Project Funding Conditions. Except as otherwise specified, if at all, Contractor, at its sole expense, must obtain and maintain during the term of this Agreement, all appropriate permits, certificates, and licenses required for performing the Services.

3. SCHEDULE

All Services must be completed within the time specified in the schedule included in Exhibit A, or as otherwise specified therein. Time is of the essence for the performance of all Services required under this Agreement. Contractor must at all times have sufficient, qualified staff or subcontractors assigned to provide timely delivery of the Services under this Agreement.

4. COMPENSATION

SRA will compensation Contractor for the satisfactory performance of Services in conformance with this Agreement based on the rates set forth in **Exhibit B, Compensation**, attached hereto and incorporated herein. The maximum payable to Contractor, including reimbursable expenses as specified in Exhibit B (“**Reimbursable Expenses**”) may not exceed \$<amount> without SRA’s prior written authorization or, if applicable, appropriation of additional funds for this Agreement.

5. INVOICES

SRA will pay Contractor on a quarterly basis for Services satisfactorily provided within 60 days following receipt of a properly submitted invoice for services provided during the preceding quarter based on the rates provided in Exhibit B, and the portion(s) of Tasks completed during that quarter. The calendar quarters for purpose of invoicing and payment under this Agreement

are January through March, April through June, July through September, and October through December.

A. Invoice Contents. Each quarterly invoice must include a mailing address for sending payment and the following information for each day that Services were provided:

1. The date the Services were provided;
2. The name and title of each individual providing Services that day;
3. A succinct summary of the Services performed by each such individual, with reference to the applicable Task(s);
4. The time spent by each individual providing those Services, for each such Task;
5. The applicable hourly billing rate and payment due;
6. An estimate of the percentage completed of each such Task at the end of the quarter;
7. A detailed breakdown of all Reimbursable Expenses by Task, if any; and
8. Any other information specified in Exhibit B, if any.

B. Invoice Documentation: Each invoice must be accompanied by a progress report, not to exceed two pages in length, of Contractor's performance under this Agreement since the time the previous such report was prepared. The report must summarize the activities and accomplishments by Task completed during that quarter, including deliverables. The final invoice must include a budget summary of all cost share expenditures by fund source, if applicable, or as otherwise specified in Exhibit B.

C. Invoice Submittal: Each invoice and accompanying documentation must be submitted via email sent to **Monica Scholey, Program Director at monica@smithriveralliance.org**. Quarterly invoices must be submitted no later than 30 days following the end of each quarter. The final invoice must be submitted no later than 30 days following expiration of the Term or termination of the Agreement, whichever occurs first.

6. STANDARD OF CARE

All Services will be provided in a manner that meets or exceeds the standard of care applicable to the same type of Contractors performing similar services in the Northern Region of California. The Services will be provided in accordance with all applicable laws and regulations, including local, state, and federal requirements, including conflict of interest prohibitions. The Services will only be performed by qualified and experienced personnel or subcontractors who are not employed by the SRA and who do not have any organizational conflict with SRA.

7. COMMUNICATION

A. SRA's Representative. Priscilla Winters and Monica Scholey will be the SRA's representative for all purposes under this Agreement, with authority to oversee the progress and performance of Services under this Agreement ("**SRA's Representative**"). The SRA reserves the right to replace or substitute the individual named as the SRA's Representative at any time, and without prior notice to the Contractor.

B. Contractor's Representative. Contractor will assign a single individual ("**Contractor's Representative**"), subject to SRA approval, with authority to receive and act on directions from SRA and who will have primary responsibility for the progress and performance of Services under this Agreement. <Name> is the designated Contractor's Representative for this Agreement. If a substitute or replacement Contractor's Representative is required for any reason, SRA must be notified of the need as soon as possible. Contractor's designation of the individual proposed to serve as the substitute or replacement Contractor's Representative will be subject to the SRA Representative's prior written approval. Contractor is not entitled to compensation for the time required for the substitute or replacement Contractor's Representative to obtain sufficient knowledge of the required Services to fully assume the responsibility of the former Contractor's Representative.

C. Communication and Coordination. Contractor is responsible for coordinating the efforts of Contractor's subconsultants or subcontractors providing Services for this Agreement. Contractor must also coordinate its Services to the extent reasonably possible, with other SRA employees or Contractors performing work related to the Services. Contractor is responsible for ensuring that the SRA Representative is regularly updated as to the progress or status of the Services, including, but not limited to, participation in meetings or compliance with reporting requirements specified in Exhibit A. Contractor has an affirmative obligation to promptly notify the SRA Representative of any significant problems or concerns as they arise to enable timely resolution or mitigation of any such problems. Contractor must promptly respond to the SRA Representative's inquiries regarding the Services.

8. INDEPENDENT CONTRACTOR

The Parties intend that Contractor will provide the Services as an independent contractor and not as an employee of the SRA. Contractor is solely responsible for its means and methods for performing the Services. Contractor is not entitled to any of the benefits provided by SRA to its employees, including, but not limited to, unemployment insurance, workers' compensation plans, pension, vacation, or sick leave. Contractor is not to be considered an agent or employee of SRA for any purpose, and no joint venture or principal-agent relationship exists. Neither Party any right, power or authority to create any obligation, expressed or implied on behalf of the other. Contractor is solely responsible for any tax obligations relating to compensation for the Services, including required estimated tax payments.

9. REPRESENTATIONS AND RESERVATIONS OF RIGHTS

A. Employment costs. No payroll or employment taxes of any kind will be withheld or paid by SRA with respect to Contractor's compensation for the Services. No worker's compensation insurance has been or will be obtained by SRA on account of Contractor or its employees.

B. SRA Oversight. Notwithstanding Contractor's responsibility for its means and methods, SRA retains the right to oversee the Services, including the rights to inspect, stop work, require alterations, and ensure its conformity with the requirements of this Agreement.

C. Contractor's Representations. Contractor declares that in performing the Services it will comply with all federal, state and local laws regarding business permits and licenses of any kind that may be required to perform the Services.

10. WORK PRODUCT

A. Property Rights. Any interest (including copyright interests) of Contractor or its subcontractor(s) in any work product, data, document, report, draft, memoranda, map, record, plan, drawing, specification and other deliverable, in any medium (collectively, "**Work Product**"), which has been prepared or created by Contractor or its subcontractor(s) pursuant to or in connection with this Agreement, will be the exclusive property of SRA. No Work Product, information or other data given to or prepared, created, or assembled by Contractor or its subcontractor(s) pursuant to this Agreement may be made available to any individual or organization by Contractor or its subcontractor(s) without prior written approval by SRA. All provisions of this section survive expiration or termination of this Agreement.

B. Copyright. To the extent permitted by Title 17 of U.S. Code, all Work Product prepared or created under this Agreement is deemed works for hire and all copyrights in such Work Product will be the property of SRA. If it is ever determined that any Work Product prepared or created by Contractor or any subcontractor under this Agreement are not works for hire under federal law, Contractor hereby assigns to SRA all copyrights to such Work Product when and as created. Subject to SRA's prior written approval, Contractor may retain and use copies of such Work Product for reference and as documentation of its experience and capabilities and in its promotional materials.

C. Patents and Licenses. Contractor must pay any and all royalties or license fees required for authorized use of any third party intellectual property, including, but not limited to, patented, trademarked, or copyrighted intellectual property that it selects for incorporation into the Services or Work Product provided under this Agreement.

D. Re-Use of Work Product. Without limiting any other SRA right to any of the Work Product prepared or created by Contractor or its subcontractors, and subject to the

limitations of law, all Work Product prepared under this Agreement may be used or modified by the SRA or its authorized agents, at SRA's sole risk, in execution or implementation of:

1. The original Services for which Contractor was hired;
2. Completion of the original Services by others;
3. Subsequent additions to the original Services; and/or
4. Other SRA projects.

11. RECORDS

Contractor will maintain financial accounts, documents, and records (collectively, "**Records**") relating to this Agreement, in accordance with the guidelines of "Generally Accepted Accounting Principles" published by the American Institute of Certified Public Accountants. The Records will include, without limitation, evidence sufficient to reflect properly the amount, receipt, deposit, and disbursement of all funds related to the Services provided under the Agreement. Time and effort reports are also required. Contractor will 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. Contractor must provide the SRA or its agents provide free access to the Records during Contractor's normal business hours. Contractor must give the SRA or its agents the right to examine and audit the Records, and to make transcripts or copies as necessary, and to inspect all Records of this Agreement and the Services. Contractor will maintain the Records for a minimum of four years following final payment to Contractor for the Services.

12. SUBCONTRACTORS

Unless prior written consent from SRA is obtained, only those individuals and subcontractors whose names are included in this Agreement, including the Exhibits hereto, may provide Services under this Agreement. Contractor will require its subcontractors providing Services under this Agreement to comply with the terms and conditions of this Agreement. Any subcontractors employed by Contractor will be required to furnish proof of workers' compensation insurance and must also be required to carry general, automobile and, if required, professional liability insurance, all in reasonable conformity to the insurance required for Contractor under this Agreement.

13. NONDISCRIMINATION

During the performance of Services under this Agreement, Contractor and its subcontractors and/or employees will 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 will 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 will 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 will 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 will 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 will be included in all contracts and subcontracts entered into to perform Services provided for under this Agreement.

14. INDEMNITY AND HOLD HARMLESS

Contractor will, to the fullest extent allowed by law, with respect to all Services performed in connection with the Agreement, indemnify, defend, and hold harmless the SRA and its officers, officials, agents, employees and volunteers from and against any and all liability, costs, expenses, claims, damages, actions, causes of action or demands whatsoever against any of them, including any injury to or death of any person, damage to property, intellectual property claims, or other liability of any nature (collectively, “**Liability**”), that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Contractor or Contractor's employees, officers, officials, agents or subcontractors. Contractor’s obligations under this section include payment of reasonable attorney fees for legal counsel of SRA’s choice, expert fees, and all other costs and fees of mediation, arbitration, or litigation. In addition, Contractor will provide its immediate and active cooperation and assistance to the SRA, at no additional cost to the SRA, in analyzing, defending, and resolving such Liability, including preparation for and participation in dispute resolution proceedings. The requirements of this section survive expiration or termination of this Agreement.

15. INSURANCE

On or before the commencement of the Term of this Agreement, Contractor must furnish SRA with certificates showing the type, amount, effective dates and dates of expiration of insurance coverage required in this section. Contractor will maintain in force at all times during the performance of this Agreement all insurance coverage required by this Agreement with an

insurance company that is acceptable to SRA and authorized to do insurance business in the State of California. Contractor must also submit endorsements with the certificates naming the SRA as additional insured in relation to the commercial general liability and commercial automobile liability policies, as further specified below.

A. Coverage. Contractor must maintain the following insurance coverage:

1. *Workers' Compensation:* Statutory coverage as required by the State of California. If Contractor is self-insured, it must provide its duly authorized Certificate of Permission to Self-Insure.

2. *Liability:* Commercial general liability coverage in the following minimum limits:

Bodily Injury: \$500,000 each occurrence
 \$1,000,000 aggregate - all other

Property Damage: \$100,000 each occurrence
 \$250,000 aggregate

3. *Automotive:* Commercial automotive liability coverage for owned, non-owned and hired vehicles, in the following minimum limits:

Bodily Injury: \$500,000 each occurrence
Property Damage: \$100,000 each occurrence
Or

Combined Single Limit: \$500,000 each accident

4. *Professional Liability: (Applies only if checked)*

☐ **Professional** liability insurance is required for this Agreement.

Professional liability insurance, if required, must include coverage for the professional acts, errors and omissions of Contractor in the amount of at least \$1,000,000 per claim and in the aggregate. The professional liability insurance must include prior acts coverage, which must remain in effect for four years following the earlier of expiration or termination of the Term of this Agreement.

B. Subrogation Waiver. Each required policy must include an endorsement that the insurer waives any right of subrogation it may have against the SRA or the SRA's insurers. Contractor agrees that in the event of loss due to any of the perils for which it has agreed to provide insurance, Contractor will rely solely on its insurance for recovery, without contribution from the SRA's insurer.

C. Failure to Comply. If Contractor at any time during the Term of this Agreement fails to secure or maintain the required insurance, SRA may obtain or maintain the insurance in Contractor's name or on behalf of Contractor and will be compensated by Contractor for the costs of the insurance premiums at the maximum rate permitted by law and computed from the date written notice is received that the premiums have not been paid.

D. Additional Insured Endorsements. The SRA and its officers, officials, employees, agents and volunteers must be named as additional insureds under all insurance coverages required by this Agreement, except any worker's compensation and professional liability insurance. Any additional insured will not be held liable for any premium, deductible portion of any loss, or expense of any nature on this policy or any extension thereof. Any other insurance held by an additional insured will not be required to contribute anything toward any loss or expense covered by the insurance required under this Agreement.

E. Sufficiency of Insurance. The insurance limits required by SRA are not represented as being sufficient to protect Contractor. Contractor is advised to confer with Contractor's insurance broker to determine adequate coverage for Contractor.

16. SUSPENSION AND TERMINATION

A. Suspension or Termination for Convenience. SRA may, at any time, acting in its sole discretion and without cause, suspend or terminate this Agreement for convenience by giving written notice to Contractor at least 14 days before the effective date of the suspension or termination. If the Agreement is terminated pursuant to this paragraph, the SRA will compensate Contractor for all Services satisfactorily performed prior to the effective date and time of the termination, in accordance with this Agreement.

B. Suspension or Termination for Cause. If Contractor fails or refuses to perform any of its duties under this Agreement in the time and manner required, Contractor will be deemed in default of this Agreement. If the default is not cured or diligently attempted to be cured by Contractor within the time specified in the SRA's written notice of default, or if the Contractor has otherwise materially breached the Agreement, the SRA may suspend terminate the Agreement for cause by giving written notice to Contractor at least seven days before the effective date of the suspension or termination, unless otherwise specified in the written notice of default.

C. Duties upon Termination. If the Agreement is terminated, whether for convenience or cause, within seven days of the effective date of the termination, Contractor must promptly deliver to SRA copies of all Work Product, deliverables, or documents prepared by Contractor under this Agreement, including both print and electronic versions. Full compliance with this requirement is a condition precedent to final payment following termination. This paragraph survives termination of the Agreement.

D. State Termination. If termination of the project is initiated by the State of California prior to the completion of the project, the Contractor will take all reasonable measures to prevent further costs to SRA, and SRA will 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.

17. NOTICE

Except as otherwise authorized in writing by the SRA, all notices, demands, requests or approvals to be given under this Agreement must be given in writing and will be deemed served when delivered personally; or on the second business day after the deposit thereof in the United States Mail, postage prepaid, registered or certified; or upon confirmation of delivery by a reputable overnight delivery service.

A. To SRA. All notices, demands, requests, or approvals from Contractor to SRA must be addressed to SRA at:

Smith River Alliance
PO Box 2129
Crescent City, CA 95531
Attention: Patty McCleary, Co-Executive Director
Copy to: **Monica Scholey, Program Director**

B. To Contractor. All notices, demands, requests, or approvals from SRA to Contractor must be addressed to Contractor at:

<Contractor Business Name>
<Street Address>
<City, State, Zip>
Attention: <Name, Title>

18. GENERAL PROVISIONS

A. Dispute Resolution. This Agreement will be interpreted under and enforced by the laws of the State of California excepting any choice of law rules which may direct the application of laws of another jurisdiction. Any suits brought pursuant to this Agreement must be filed with the Superior Court for the County of Del Norte, State of California, and no other place. If the Parties engage in arbitration to resolve a dispute relating to this Agreement, the arbitrator's award must be supported by law and substantial evidence, and must include detailed written findings of law and fact. This section survives expiration or termination of the Agreement.

B. Assignment. Contractor will not assign, sublease, hypothecate, or transfer this Agreement, or any interest therein, directly or indirectly, by operation of law or otherwise, without prior written consent of SRA. Any attempt to do so without SRA's prior written consent will be null and void, and any assignee, sublessee, hypothecate or transferee will acquire no right or interest by reason of any attempted assignment, hypothecation or transfer. The sale, assignment, transfer or other disposition of any of the issued and outstanding capital stock of Contractor, or of the interest of any general partner or joint-venturer or syndicate member or cotenant, if Contractor is a partnership or joint venture or syndicate or cotenancy, which results in changing the control of Contractor as a legal entity, will be construed as an assignment of this Agreement. Control means fifty percent (50%) or more of the voting power of the business entity.

C. Attorney Fees. If the SRA initiates a legal action, including a complaint or cross-complaint, arising out of, relating to or seeking the interpretation or enforcement of the terms of this Agreement, the prevailing Party will be entitled to reasonable attorney fees and costs, including the attorney fees and costs for any arbitration, appeal, or enforcement of judgment. This attorney fee provision does not apply to legal actions initiated by the Contractor. This section survives expiration or termination of the Agreement.

D. Advertisement. Subject only to constitutional limitations, Contractor may not post, exhibit, display or allow to be posted, exhibited, displayed any signs, advertising, posters or cards of any kind on SRA property performed under this Agreement without prior written approval from the SRA.

E. Waiver. A waiver by SRA of any breach of any term, covenant, or condition contained herein will not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained herein, whether of the same or a different character.

F. Recitals. The Parties agree that the above recitals, which are made part of this

Agreement, are true and correct.

G. Integration and Severability. This Agreement represents the full and complete understanding of every kind or nature whatsoever between the Parties, and all preliminary negotiations and agreements of whatsoever kind or nature are merged herein. If any provision of this Agreement is determined to be illegal, invalid, or unenforceable by a court of competent jurisdiction, all remaining provisions will remain in full force and effect.

H. Amendment. No verbal agreement or implied covenant will be valid to amend or abridge the provisions of this Agreement. Any modification of this Agreement will be effective only to the extent it is memorialized in a written instrument signed by each Party's authorized representative.

I. Legal Compliance. Each provision and clause required by law to be inserted into the Agreement is deemed to be enacted herein, and the Agreement will be read and enforced as though each were included herein. If through mistake or otherwise, any such provision is not inserted or is not correctly inserted, the Agreement will be amended to make such insertion on application by either Party.

J. Headings. The headings in this Agreement are for convenience only, are not a part of the Agreement and in no way affect, limit or amplify the terms or provisions of this Agreement.

K. Execution. The person executing this Agreement on behalf of Contractor represents and warrants that Contractor has full right, power, and authority to enter into and carry out all actions contemplated by this Agreement and that he or she is authorized to execute this Agreement, which constitutes a legally binding obligation of Contractor. This Agreement may be executed in counterparts, each one of which is deemed an original and all of which, taken together, constitute a single binding instrument.

Agreed to this ____ day of October, 2026, at Crescent City, State of California

Patricia A. McCleary
Co-Executive Director
Smith River Alliance
145 Cable Lane
Crescent City, CA 95531
(Tel.) 916-715-9898

< Name and Title>
<Contractor Business Name>
<Address>
<Address>
<Phone>

SIGNATURE

SIGNATURE

DATE

DATE

EXHIBIT A

SCOPE OF SERVICES

1. OVERVIEW

The Landscaping Contractor will be responsible for the installation of 184 riparian trees and shrubs, 1500 feet of temporary fencing for browse protection, and providing temporary irrigation and plant maintenance for two years.

The lump sum for the Plant Establishment and Maintenance Period shall include full compensation for furnishing all labor, plants, materials, tools, equipment, and incidentals and for doing all the work covered in this section, complete in place as shown on the Design Documents, as required by these Construction Specifications, and as directed by SRA.

2. TASKS

Specific Tasks required for the Services include the following:

Task 1 – Revegetation

1. The Contractor shall plant the species, numbers, and sizes of native plants as indicated by the Design Plans or as directed by SRA. Plant materials shall be those that have been propagated from local sources only ([California Seed Zones](#) 091 and 092 between 0-500' elevation).

2. The Contractor shall have plants delivered to the site no sooner than 2 days prior to planned installation. Prior to planting, the location of all plantings shall be approved by SRA. Plants shall be planted in holes that are a minimum of 1.5 times the diameter of the pot size and have a minimum of 6 inches of backfilled soil underneath the potted plant.

3. Backfill for the holes shall be a sandy loam soil consisting of 50% approved native material, and 50% compost mixed together. A minimum 4-inch thickness of mulch shall be placed around all plants to cover any loosened soil. "Weed-free" straw mulch shall be used if proposed. Plants shall be watered thoroughly on the same day they are planted.

4. Plants shall be well grown, free from insect pests and disease, and shall be grown in nurseries which have been inspected by the State Department of Agriculture and have complied with the regulations thereof.

5. Plants shall be well-rooted, and roots shall show no evidence of having been restricted or deformed at any time. In case the sample plants inspected are found to be defective, SRA reserves the right to reject the entire lot or lots of plants represented by the defective

samples. Any plants rendered unsuitable for planting because of this inspection will be considered samples and will not be paid for.

Task 2 - Plant Maintenance

The Contractor shall complete plant maintenance for 2-years and replacement period. As soon as all planting is completed, the Plant Establishment and Maintenance Period shall begin.

1. **Replanting** – The performance standards for the Maintenance Period related to plant survival shall be formally measured by the Contractor at the end of the Contract Period:
 - At that time, 95% of all installed container plants present at the beginning of the maintenance Period must be present, live, healthy, undamaged, and free from infestations.
 - Planting areas shall be free of all broadleaf and grass weeds and Himalayan blackberry.
 - Plantings that do not conform to these specifications shall be replaced and brought to a satisfactory condition before final acceptance of the work.

2. Watering - Supplemental irrigation will be utilized following the initial planting effort to assist in the successful establishment of riparian plantings. Irrigation water will be supplied by the contractor via temporary irrigation tanks or water trucks. Any temporary irrigation materials installed during the maintenance period shall be removed from the site by the contractor.

- The frequency and duration of watering operations shall depend on current weather patterns and site-specific soil moisture conditions. The Contractor shall be responsible for receiving approval from SRA on the watering schedule and application rates.
- Watering shall provide an adequate supply of moisture within the root zone of each plant during the normal growth period of the plant. The moisture content in all planted areas shall be sufficient to ensure healthy plants and vigorous growth. This shall be accomplished by means of visual observation of plant material and the surrounding surface soil conditions within any given area.
- Observed deficiencies or excesses in watering program will be corrected immediately by the adjustment of controllers, as required. Controllers shall be programmed to water deeply without runoff by use of short repeat cycles. Irrigation shall be controlled and individual heads adjusted to prevent overspray and runoff onto paved areas.

- The Contractor shall be responsible for conducting site investigations as necessary throughout the Maintenance Period to evaluate the condition of plants, the need for irrigation, and the application of water. These investigations will include inspection of all plants for signs of inappropriate watering, including water stress (caused by lack of water or overwatering), stunted growth, wilting, premature leaf loss, and premature yellowing of leaves. If most of the plant material appears to be stressed and in danger of perishing, the Contractor shall consult SRA to determine the frequency and duration of additional or decreased watering. SRA shall provide approval to the Contractor of any modifications to the approved watering schedule.
- At no time shall water be applied in a way that will cause erosion, damage to plants, runoff, or damage to existing or naturally colonizing vegetation. If the watering application rates need adjustment, the Contractor shall be responsible for immediately contacting SRA. The Contractor will assume full responsibility for corrective actions resulting from inappropriate water applications and failure to contact SRA for direction.

3. Temporary Fencing - Temporary wildlife-exclusion fence will be installed to protect the initial plantings from wildlife browsing, particularly from beaver and deer.

- Approximately 1500' of temporary fencing will be installed. The temporary fencing will consist of 5' tall, galvanized horse fencing to prevent beaver herbivory. The horse fence will be secured on eight-foot T-posts placed every 10 feet. The T-posts will be placed 2' into the ground, with a single wire around the top of the T-post at approximately 6' to deter ruminants. The bottom of the fence will be anchored to the soil with 9" landscape stakes. Where applicable, temporary fencing can tie into existing, permanent horse fencing.
- Temporary fencing must be installed above the high-water mark.
- All temporary fencing will be removed by the contractor at the end of the maintenance period.

Task 1 Deliverables

- List of plant species to be installed and as-built record drawings including information on the location, species, and legend listing all materials.

TASK	Completion Date	Estimated NTE
Task 1 – Revegetation	December 1, 2026	<\$NTE>
Task 2 – Maintenance	December 1, 2028	<\$NTE>
TOTAL NTE per Section 4 of Agreement		<\$Total NTE>

Contractor may not bill in excess of the estimated NTE amount for any Task without prior written authorization from the SRA. The SRA has the discretion, but not the obligation, to reallocate the budgeted NTE amounts for each Task, subject to the not to exceed limit specified in Section 4 of the Agreement.

4. PROJECT FUNDING CONDITIONS

This Agreement and the Services provided are subject to the following terms and conditions pursuant to the Project Funding Conditions, listed below. If and only to the extent that any of provision in the following Project Funding Conditions is inconsistent with or conflicts with any provision in the body of the Agreement, the provision of the Project Funding Conditions will take precedence over any inconsistent or conflicting provision in the body of the Agreement.

4.1. *CDFW 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 California Division of Fish and Wildlife's ("CDFW") minimum standards, available online at: (<https://www.wildlife.ca.gov/Data/BIOS/Metadata>), 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 CDFW.

4.2. *CDFW Data Rights.* 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 CDFW as set forth in this section. CDFW will 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, SRA may copyright the same, except that, as to any work which is copyrighted by SRA, CDFW 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.

4.3. *Audit.* Contractor agrees that CDFW, the Department of Finance ("DOF"), Department of General Services ("DGS"), California State Auditor's Office ("CSA"), or their designated representative shall have the right to review and to copy any records and supporting documentation related to the performance of this Agreement.

Contractor agrees to maintain such records for possible audit for a minimum of four years after SRA's final payment to Contractor pursuant to this Agreement, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records.

Further, Contractor agrees to include the following term or a substantially similar term in any subcontract related to performance of this Agreement:

Subcontractor agrees that CDFW, the Department of Finance, Department of General Services, California State Auditor's Office, or their designated representatives shall have the right to review and to copy any records and supporting documentation related to the performance of this agreement. Subcontractor agrees to maintain such records for possible audit for a minimum of three years after final payment, unless a longer period of records retention is stipulated. Subcontractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Subcontractor agrees to put a substantially similar term in any subcontract it executes with another entity related to the performance of this agreement.

4.4. *Non-Discrimination Clause.* During the performance of this agreement, Subcontractor shall not unlawfully discriminate against, harass, or allow harassment against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical disability (including HIV and AIDS), mental disability, medical condition, marital status, age (over 40), sex, sexual orientation, or use of familycare leave, medical-care leave, or pregnancy-disability leave. Subcontractor shall take affirmative action to ensure that the evaluation and treatment of its employees and applicants for employment are free of such discrimination and harassment. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Subcontractor shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 (a-f) et seq.) and applicable regulations (California Code of Regulations, Title 2, Section 7285 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 by reference into this agreement. Subcontractor shall give written notice of its obligations under this non-discrimination clause to labor organizations with which Subcontractor has a collective bargaining or other agreement

and shall post in conspicuous places available to employees and applicants for employment notice setting forth the provisions of this section. Subcontractor agrees to put a substantially similar term in any subcontract it executes with another entity related to the performance of this agreement.

EXHIBIT B
COMPENSATION

1. Hourly Rates

Contractor will be compensated on a lump sum basis for the Services based on the rate schedule attached hereto as **Exhibit B-1** and incorporated herein ("**Rate Schedule**"). Contractor shall follow current California Department of Industry Regulations DIR prevailing wage rates for the project and will submit certified payroll reports to DIR using their online portal available at: <https://www.dir.ca.gov/public-works/certified-payroll-reporting.html>.

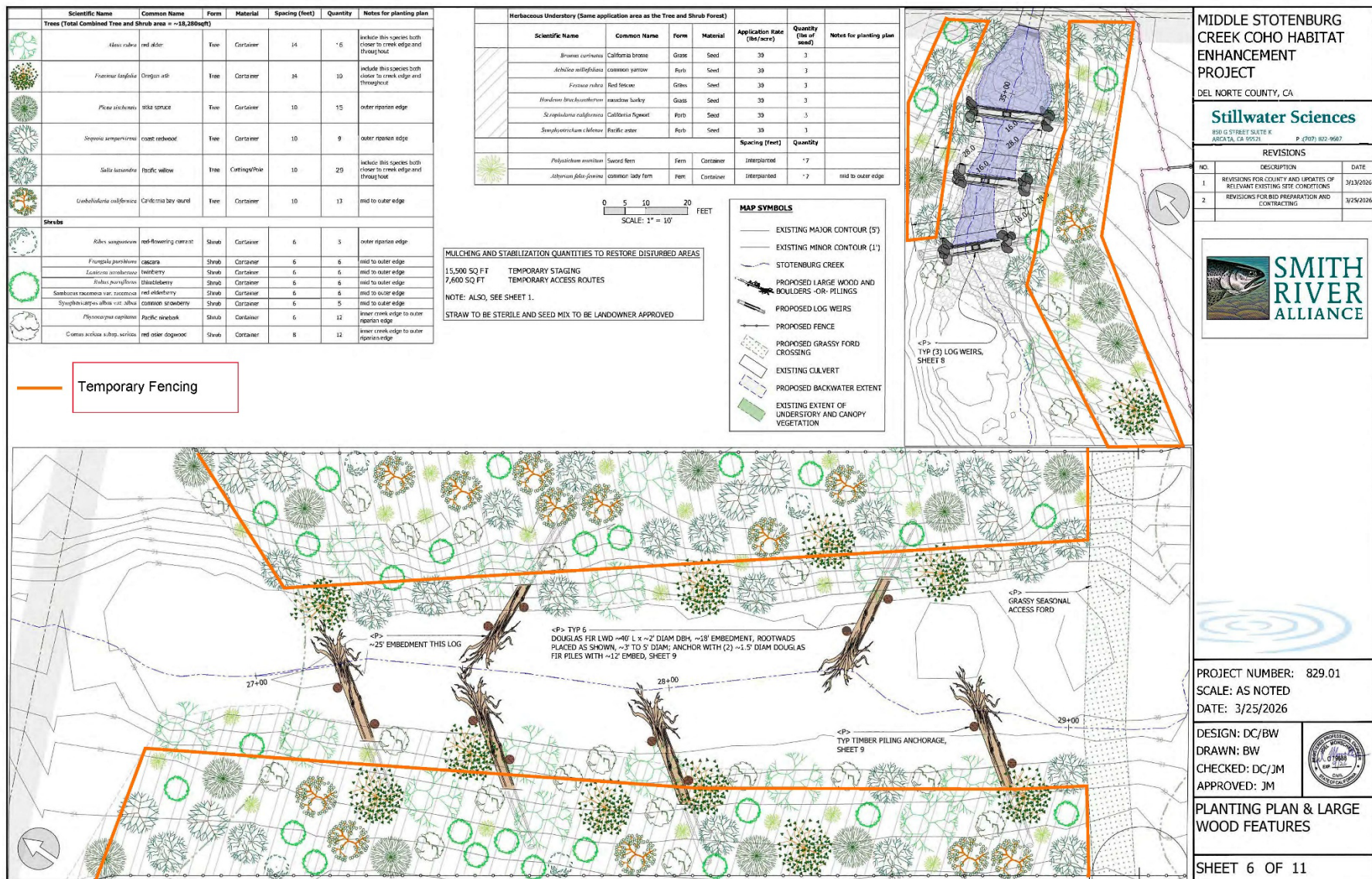
2. Reimbursable Expenses

Contractor is entitled to reimbursement for expenses incurred in providing the Services, only as marked below, and subject to any additional conditions, if any, set forth below:

- ☒ Necessary subcontractor or subconsultant services
- ☐ Copying for document productions that exceed ___ pages
- ☐ Drawing or bid set reproductions to extent authorized by SRA
- ☒ Necessary travel expenses to the extent allowed by SRA
- ☒ Other: Necessary materials to complete scope of services.

Attachment B – Plans and Specifications

Figure 1. Planting Plan Overview Sheet



**Middle Stotenburg Creek Coho Habitat Enhancement Project -
Implementation**

Construction Specifications - Landscaping

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1. PLANTING AND REVEGETATION

1.1 General

The Contractor shall furnish all labor, materials, tools, equipment, and incidentals to complete all planting shown on the Design Plans and related work for revegetating any areas disturbed by construction activities and those areas shown on the Design Plans. Planting and revegetation shall be performed by a C-27 licensed landscaping contractor.

Prior to excavation for planting or placing, the Contractor will locate all cables, conduits, and utility lines so that proper precautions may be taken not to damage such facilities. In the event of a conflict between such lines and plant locations, the Contractor will promptly notify SRA, who will arrange for relocation of one or the other. Failure to follow this procedure places upon the Contractor the responsibility to repair damages, at their own expense, which result from work hereunder.

The Contractor shall plant the following species, numbers, and sizes of native plants as indicated by the location zones on the Design Plans or as directed by SRA. Plant materials shall be those that have been propagated from local sources only.

The Contractor shall have plants delivered to the site no sooner than 2 days prior to planned installation. Prior to planting, the Contractor shall flag the location of all plantings for approval by SRA. Plants shall be planted in holes that are a minimum of 1.5 times the diameter of the pot size and have a minimum 6 inches of backfilled soil underneath the potted plant.

Backfill for the holes shall be a sandy loam soil consisting of 50% approved native material, and 50% compost mixed together. The prepared soil shall be mixed in an adjacent area to the planting work and shall be accurately proportioned using a suitable measuring container such as a wheelbarrow of measured capacity. A minimum 4-inch thickness of mulch shall be placed around all plants to cover any loosened soil. If certified “weed-free” straw mulch shall be used if proposed. Plants shall be watered thoroughly on the same day they are planted.

Plants shall be well grown, free from insect pests and disease, and shall be grown in nurseries which have been inspected by the State Department of Agriculture and have complied with the regulations thereof. All plants shall comply with Federal and State laws requiring inspection for plant diseases and infestations. Only Phytophthora-free native plant nurseries shall be used.

Plants shall be of symmetrical growth typical for the species and variety. Plants shall be well-rooted, and roots shall show no evidence of having been restricted or deformed at any time. Root condition of plants in containers will be determined by removal of earth from the roots of not less than two plants nor more than two percent (2%) of the total number of plants of each species or variety. When container-grown plants are from several sources, the roots of not less than two plants of each species or variety from each source will be inspected by SRA. In case the sample plants inspected are found to be defective, SRA reserves the right to reject the entire lot or lots of plants represented by the defective samples. Any plants rendered unsuitable for planting because of this inspection will be considered samples and will not be paid for.

All seed shall be in conformance with the California State Seed Law of the Department of Agriculture. Each seed bag shall be delivered to the site sealed and clearly marked as to species, purity, percent germination, dealer’s guarantee, and dates of test. In addition, the container shall be labeled to clearly reflect the amount of Pure Live Seed (PLS) contained. Seed shall be purchased from Pacific Coast Seed (<http://www.pcseed.com>), or approved equivalent.

Inspection certifications required by law shall accompany each shipment of plants, and certificates shall be delivered to the Engineer or Geologist. The Contractor shall obtain clearance from the County Agricultural Commissioner, as required by law, before installing plants delivered from outside the County. Evidence that such clearance has been obtained shall be presented to the Engineer or Geologist.

Plant names listed shall conform to the U.S. Department of Agriculture, Natural Resources Conservation Plants Database <http://plants.usda.gov/java/>. Common planting species and corresponding scientific names are shown on the Design Plans.

1.2 Installation

- Planting shall occur following project construction and SRA shall approve the general location of tree plantings before installation.
- The species, size, and location of trees to be planted as part of this project have been defined on the Design Plans. SRA shall approve final location of tree plantings before installation.
- Each plant shall be handled and packed in the approved manner for that species or variety and all necessary precautions shall be taken to ensure that the plants will arrive at the work site in proper condition for successful growth. Trucks used for transporting plants shall be equipped with covers to protect plants from windburn.
- No plants shall be transported to the planting area that are not thoroughly wet throughout the ball of earth surrounding the roots. Any plants that, in the opinion of SRA, are dry or in a wilted condition when delivered to the planting area will not be accepted and shall be replaced by the Contractor at their expense.
- Any plants delivered to the site which are found to be not true to name, or unsuitable in growth or condition, shall be removed from the site immediately and replaced with acceptable plants. Plants shall not be pruned prior to delivery unless authorized by SRA. Trees shall not be topped before delivery. The Contractor shall maintain each plant in a healthy growing condition from the time it is delivered until planting has been accepted.
- Planting operations shall be conducted in such a manner that no damage will result to adjacent site improvements and existing plantings. The Contractor shall be responsible for any damage resulting from their operations and shall repair or replace such damage at their expense.
- No planting shall be done in soil that is too wet or too dry or otherwise in a condition not generally accepted as satisfactory for planting from a horticultural standpoint.
- Vehicles of any kind will not be allowed to pass over curbs, planted areas, etc., unless proper protection is provided.
- Plants shall be removed from the containers in such a manner that the balls of earth surrounding the roots are not broken. Plants will be planted and watered as specified immediately after removal from the containers. Containers shall not be cut prior to delivery of the plants to the planting area.
- Pruning after planting shall be limited to the minimum necessary for the removal of injured twigs and branches. On any branches larger than one-half inch in diameter, the cuts shall be coated with tree wound compound.
- The Contractor shall maintain all container grown plants from the initial planting through acceptance of the planting phase. This includes but is not limited to regular watering and weeding, promptly replacing sick, dead, or lost plants, and controlling pests and infestations. The purpose of the Maintenance Period is to ensure that the plants are healthy and well-established prior to the acceptance of the plantings.

- Each plant shall be planted in the center of the pit. No soil in muddy condition shall be used for backfilling. No filling will be permitted around trunks or stems. All broken or frayed roots shall be properly cut off. Pits shall be backfilled with compacted prepared backfill to the bottom of the root ball. The top of the root ball after planting shall be 1 inch higher than the grade of the existing ground. The rest of the plant pit shall be filled with prepared backfill and compacted by tamping and watering.
- All pits for trees shall be dug with vertical sides and level bottoms. Scarify sides to remove the glaze if drilling is used to prepare pits. Foot-tamp backfill material below root ball to prevent settling of plant.
- After planting operations have been completed, the Contractor shall remove all trash, excess soil, empty plant containers, and other debris from the work site. All scars, ruts or other marks in the project area caused by the revegetation work, shall be repaired and the work site left in a neat orderly condition.

1.3 Inspections

The Contractor or their authorized representative shall be on the site at each inspection.

SRA will conduct inspections at the following times:

- The first planting inspection will be when shrubs and trees are spotted for planting, but before planting holes are excavated. Final positioning of all trees is subject to approval of SRA. The Contractor shall notify SRA at least 3 days prior to the delivery date for plant materials. The number of plants delivered to the job site on any day will be no more than can be planted and watered on that day. Inspection of materials shall include quality, nomenclature, health, habit of growth, and root condition as specified herein.
- The second inspection will take place within 24 hours after the trees have been planted and the pits have been backfilled.
- The acceptance of planting inspection will be held when all specified work, except the Maintenance Period, has been completed.
- The final inspection will be at the completion of the Maintenance Period. The purpose of this inspection will be to inspect and to review the quality of maintenance, the health of the plants, and to determine which plants, if any, are to be replaced. Before final acceptance by SRA, all plant basins shall be clean and free of debris and weeds, plant materials shall be living, healthy and free of infestations and all damaged or lost plants replaced.

1.4 Measurement

Measurement for Planting and Revegetation will be per each unit, complete in place, as specified on the Design Plans.

2. PLANT ESTABLISHMENT AND MAINTENANCE PERIOD

2.1 General

The work required under this section includes, but is not limited to all: labor, tools, materials, equipment, and incidentals required to conduct the Establishment and Maintenance Period at the project site as shown on the Design Plans, contained in these Construction Specifications, and as directed by SRA.

2.2 Implementation Effectiveness Monitoring

Following project completion, as-built Design Plans shall be created so that the actual constructed project can be compared to the proposed project. The purpose of these activities is to ensure that specific habitat enhancement goals were met as described in the Design Documents.

2.3 Riparian Plant Maintenance

The Contractor shall include a 2-year plant maintenance and replacement clause in the contract with the landscape contractor who is hired to perform the project revegetation, as described in the Design Documents. Three to five years of plant survival maintenance and monitoring is likely to be required as a part of project permitting. As soon as all planting is completed, a planting review and preliminary inspection and punch list for the plantings will be held by SRA upon request of the Contractor.

- Upon written approval of the work by SRA, the Plant Establishment and Maintenance Period shall begin. The first day of that period shall not occur before all planting and irrigation punch list items are complete.
- It shall be the responsibility of the Contractor to notify SRA that maintenance crews will be on site to perform work during the Maintenance Period. The Contractor shall notify SRA by either providing 24 hours' notice in writing, or, provide a schedule for the entire Maintenance Period in writing, to be approved by SRA. Upon notification, crews must meet SRA each day they are on site to verify their presence. Payment will not be made for those scheduled days if crews are on site without notification and verification by SRA, or if crews are not on site on scheduled days.
- The Contractor shall have prior experience in maintaining native herbs, grasses, and shrubs in north coastal California. The Contractor shall have successfully completed at least two other projects involving native plants. The Contractor shall use maintenance techniques and practices appropriate for native wetland plants and will plan for the appropriate level of effort to provide the required maintenance as described in this Section in a timely manner. The Contractor and their Crew shall be able to distinguish between native and non-native plants.
- The Contractor shall ensure that container plant survival and weeding performance standards are met through plant maintenance activities during the Maintenance Period. These activities shall include, but are not limited to, watering, replanting of diseased or dead plants, litter control, weed control, fertilizing, rolling, cultivating, repair of irrigation systems, erosion control and control of diseases and pests and the general care and nurturing of installed container plants and emergent seedlings.
- Provided that the Contractor has met all other previous requirements related to site preparation, earthwork, seeding and planting, and plant maintenance, SRA has the discretion, at any time during the Maintenance Period, to reduce the performance standards, or otherwise modify them to lower levels, if there are environmental or biological factors beyond the control of the Contractor that could not be reasonably foreseen by the Contractor and that would clearly prevent the Contractor from achieving the stated performance standards. Failure to achieve performance standards shall require replanting by the Contractor, as approved by SRA.
- In the event of a flood, severe drought, or windstorm, as determined by SRA, the Contractor shall not be required to provide replacement plantings without a contract change order.
- During each inspection, the Contractor shall record general observations of plant survival and weed cover. The results of these observations shall be used to identify problems as they begin, so that corrective maintenance actions can be taken before a larger problem develops. SRA will also conduct periodic independent assessments of plant survival.
- The performance standards for the Maintenance Period related to plant survival shall be formally measured by the Contractor at the end of the Contract Period:

- At that time, 95% of all installed container plants present at the beginning of the Maintenance Period must be present, live, healthy, undamaged, and free from infestations.
- Planting areas shall be free of all broadleaf and grass weeds.
- Plantings that do not conform to these specifications shall be replaced and brought to a satisfactory condition before final acceptance of the work.

If these performance standards have not been met, SRA shall specify the amount of replanting to be conducted by the Contractor at the end of the Maintenance Period necessary to achieve the performance standards. In the event that the plantings are not acceptable at the end of the Maintenance Period, liquidated damages may be assessed.

The performance standard for weed control throughout the Maintenance Period is that plant cover by noxious invasive weeds at the project site shall not exceed 5% of the total vegetative cover at any time. The cover of native and non-native plants will be measured on a periodic basis during the Maintenance Period by SRA to determine if the performance standard has been achieved. Failure to meet the standard shall require the Contractor to increase weeding efforts.

2.4 Watering

- The Contractor shall be responsible for watering the installed plants with irrigation system as necessary to maintain the plants in a healthy and vigorous condition throughout the duration of the Maintenance Period and before final acceptance.
- The frequency and duration of watering operations shall depend on current weather patterns and site-specific soil moisture conditions. The Contractor shall be responsible for receiving approval from SRA on the watering schedule and application rates.
- Watering shall provide an adequate supply of moisture within the root zone of each plant during the normal growth period of the plant. The moisture content in all planted areas shall be sufficient to insure healthy plants and vigorous growth. This shall be accomplished by means of visual observation of plant material and the surrounding surface soil conditions within any given area.
- Observed deficiencies or excesses in watering program will be corrected immediately by the adjustment of controllers, as required. Controllers shall be programmed to water deeply without runoff by use of short repeat cycles. Irrigation shall be controlled and individual heads adjusted to prevent overspray and runoff onto paved areas.
- The Contractor shall be responsible for conducting site investigations as necessary throughout the Maintenance Period to evaluate the condition of plants, the need for irrigation, and the application of water. These investigations will include inspection of all plants for signs of inappropriate watering, including water stress (caused by lack of water or overwatering), stunted growth, wilting, premature leaf loss, and premature yellowing of leaves. If most of the plant material appears to be stressed and in danger of perishing, the Contractor shall consult SRA to determine the frequency and duration of additional or decreased watering. SRA shall provide approval to the Contractor of any modifications to the approved watering schedule.
- At no time shall water be applied in a way that will cause erosion, damage to plants, runoff, or damage to existing or naturally colonizing vegetation. If the watering application rates need adjustment, the Contractor shall be responsible for immediately contacting SRA. The Contractor will assume full responsibility for corrective actions resulting from inappropriate water applications and failure to contact SRA for direction.

2.5 Replacement Planting

Replacement planting shall occur during the Maintenance Period unless otherwise directed by SRA. The Contractor shall provide all replacement plants. The Contractor shall provide SRA with 30 days advance written notice when requesting replacement plant materials.

- Installation methods for replacement plants shall be in strict conformance to the Design Documents, these Construction Specifications, and SRA's direction. Plants shall be installed as described in these Construction Specifications.
- After each replacement, the Contractor shall submit to SRA a marked planting plan and written documentation recording the time, species, and location of all replacements.
- The Landowner shall assume responsibility of maintaining the replacement plants once SRA accepts the plantings as conforming to these Construction Specifications.
- The Contractor may recommend a different native plant for replacement planting if the Contractor believes original plant species is not performing well at site; subject to discretion of SRA.

2.6 Weed Control

- The Contractor is responsible for maintaining all individual plants and all areas in between, as shown on the record drawings, free of weeds during the duration of the Maintenance Period in accordance with these Construction Specifications.
- Throughout the Maintenance Period, weeds shall be removed before reaching 4 inches in height or forming flowering all times of the Maintenance Period.
- Weed removal at the trunks of individual plants, or within 10 inches, shall be done by hand pulling or mechanical methods. Weed removal shall cause minimal disruption to the root systems of the installed plants, adjacent trees, and seed germinated plants.
- Dead weed material shall remain in place, except for large weeds, as indicated in the field by SRA or Stillwater Sciences.

2.7 Pruning

- Pruning shall be done by thinning and shaping to achieve a natural appearance. Excessive pruning or stubbing back will not be permitted.
- Pruning cuts shall be allowed to heal naturally and not painted over with wound dressing or asphaltic emulsion.
- All pruning cuts shall be made flush to the bark curl and shall be cleanly cut with no tearing of the bark.
- All cuttings shall be removed from the site or used in construction.

2.8 Cleanup

Throughout the Maintenance Period, the Contractor shall keep the work site, areas adjacent to the work site, and access roads in a neat and orderly condition and free and clear from debris and discarded materials.

2.9 Record Drawings

- The Contractor shall keep up-to-date as-built record drawings during the Maintenance Period. These drawings shall be updated, as needed, and submitted to SRA at the end of the contract period.

- The record drawings shall include information on the location and size of the planting indicated by species. A legend listing all materials shall be included on the record drawings.

2.9 Guarantee

- Plants installed under the contract shall be guaranteed for the length of the Maintenance Period against mortality resulting from defects in maintenance.
- Plant materials, including seeded areas and transplanted plants, that are dead, missing, or found to be unhealthy because of poor maintenance practices and that are therefore not in conformance with the Design Plans and Construction Specifications; shall be replaced according to the Engineer or Geologist at the Contractor's expense, by the Contractor within 15 days of written notification by the Project Proponent. All replacements shall be in strict conformance to the Design Documents and Construction Specifications.

2.10 Inspections and Final Acceptance

- SRA will conduct periodic site inspections during the Maintenance Period.
- At the end of the Maintenance Period, at the Contractor's request, the Engineer or Geologist shall inspect the project site to evaluate the acceptability of the maintenance practices.
- Areas determined as unacceptable, due to lack of performance in accordance with the Construction Specifications, shall be reworked and replanted at the Contractor's expense, as necessary, according to the Construction Specifications. The Contractor shall be responsible for any resulting extension of the Maintenance Period and will do so at no additional cost.
- At the time of the final acceptance observation by SRA, the Contractor shall have maintained the project in its entirety according to the performance standards, the Design Documents, these Construction Specifications, and SRA's direction. If, after inspection, SRA is satisfied with the maintenance practices and all plant survival and weed cover goals have been met, the Contractor shall be notified in writing of final project acceptance. If, after inspection, SRA is dissatisfied with the maintenance to date and its conformance to the Design Documents and Construction Specifications, SRA will prepare a written punch list of necessary corrective actions on defective work for that stage. The corrections must be completed by the Contractor within 10 days of the initial observation.

2.11 Measurement and Payment

The lump sum contract price paid for the Plant Establishment and Maintenance Period on the bidding sheet shall include full compensation for furnishing all labor, plants, materials, tools, equipment, and incidentals and for doing all the work covered in this section, complete in place as shown on the Design Documents, as required by these Construction Specifications, and as directed by SRA.

3. BIOLOGICAL MONITORING

3.1 General

Biological monitoring will be conducted in the project area and along access routes by the qualified Biologist as per the permit requirements. Sensitive species with potential habitat within the project area will be assumed present to avoid impacts to those species. The qualified Biologist will do pre-implementation reconnaissance surveys, including monitoring and surveying access routes and staging areas, and will advise or inform necessary agencies per the permit requirements.

The project is intended to improve habitat for various species with special status protections including, but not limited to, salmonids, northern red legged frogs, foothill yellow-legged frogs, willow flycatcher, and western pond turtle. These species are present, or could be present, in the project area currently. Visual surveys for special status species in the project area will be completed prior to construction. We will assume presence of northern red legged frog and will monitor for that species during construction. We plan that additional work will be needed under this task to comply with required avoidance measures.

All aspects of construction, including staging and implementation, will comply with all permit requirements such as: worker training, exclusionary fencing, revegetation, and species avoidance. If necessary, biological monitors will be on-site during all construction activities to ensure compliance with all permits.

All personnel working on site will be required to participate in a short briefing by the Project Proponent and qualified biologist about:

- 1) the listed bird, fish, bumblebee, and presence of federally and state listed amphibian, reptile, mammalian, and plant species at the site;
- 2) avoidance areas;
- 3) construction windows and effects on sequencing of work;
- 4) buffers between construction activities and breeding/nesting areas;
- 5) pre-construction and construction clearance surveys and construction monitoring requirements prior to initiating and continuing work in construction work areas, including the potential necessity for trapping or seining and relocation;
- 6) need to halt work if potential special status species located by Contractor or representative and notify Project Proponent before proceeding with work;
- 7) requirements for minimizing other environmental impacts, including noise, traffic, etc.; and
- 8) the possible presence of archaeological or cultural resources and need to halt work if suspected archaeological or historical resources are found and notify SRA before proceeding with work.

The Contractor shall comply with all other permit conditions, including construction windows, restrictions on work approach related to special status species and archaeologically significant resource areas, buffer zones related to special status species, pre-construction and construction clearance surveys, daily site clearances, and construction monitoring.

Contractor shall ensure that all on-site workers and contractors understand and agree to observe the standards for work outlined in project permits.

4. INVASIVE SPECIES

4.1 General

Implementation of this project will be conducted to avoid the spread of aquatic invasive species (AIS), most notably New Zealand mudsnail, quagga mussels, and zebra mussels. Protocols will be used consistent with CDFW (2016) to decontaminate all gear (e.g., waders, boots, etc.) and equipment (e.g., survey rods, excavators, block nets, etc.) prior to entering the project reach to ensure protection from AIS.

Himalayan blackberry (*Rubus armeniacus*) and reed canary grass (*Phalaris arundinacea*) grow in the project area and can re-establish from very small stem and root fragments. Measures must be taken during implementation to avoid spreading these species and introducing them to other areas in the project vicinity. Invasive plants removed during implementation must be hauled off site and disposed of.