

SMITH RIVER ALLIANCE

Request For Proposals

For

**Fencing Installation Services for Upper Tryon Creek Restoration Project,
Phase 1**

Issued: August 12, 2026

Proposal Deadline: August 27, 2026 at 1:00 p.m.

to

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

Attn: Monica Scholey, Program Director

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 Fencing Installation services for its Upper Tryon Creek Restoration Project, Phase 1 (“**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 Fencing Acquisition and Installation (“**Services**”) for the Upper Tryon Creek Restoration Project, Phase 1. The Fencing Contractor will be responsible for the installation of a livestock-exclusion fencing along both sides of the recently restored stream channel, updating the access gate and creating a fenced riparian and stream corridor approximately 85 ft wide and 0.56 miles in length, complete with three (3) metal gates, eight (8) wire stretch gates or fence laydown areas, nine (9) wooden rail access points at H-Braces, and wooden fencing sections at the bridge. The fence installation is along a certified organic pasture on the Smith River floodplain. Fence posts will need to be made of un-treated wood.

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 Monica Scholey, Program Director at monica@smithriveralliance.org by 5:00 p.m., August 19, 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 August 27, 2026, at 1:00 p.m. (“**Proposal Deadline**”). The Proposal must be submitted as a PDF sent via email to monica@smithriveralliance.org AND bids@smithriveralliance.org with the following information in the subject line for the email: “RFP for Upper Tryon Phase 1 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	August 12, 2026
Request for Information Deadline	August 19, 2026
Pre-Submittal Meeting	
Proposal Deadline	August 27, 2026
Interviews (if requested by SRA)	August 31, 2026
Notice of Selection	September 1, 2026
Approval and Award	September 2, 2026
Commence Services	September 8, 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>

UPPER TRYON CREEK RESTORATION PROJECT, PHASE 1

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 to provide <type of services, e.g., engineering, environmental, geotechnical, etc.> (“**Services**”) for the <Project Title> (or short description if no title)> (“**Project**”), located at <location for Project and/or applicable area(s)>.
- 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, Upper Tryon Creek Restoration Project, Phase 1 Grant Agreement, Number – Q2510509* (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, 2026** 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. 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 <Month>, 2024, 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 Fencing Contractor will be responsible for the installation of wild-life friendly livestock-exclusion fencing along both sides of the recently restored stream channel, creating a fenced riparian and stream corridor approximately 85 ft wide and 0.56 miles in length, complete with 3 metal gates, 8 wire stretch gates or laydown areas, wooden rails at 9 H-braces, and wooden rail fencing at the construction entrance and bridge approach. The Fencing Contractor will install 5,750 feet of fencing to fully control livestock along both banks of Tryon Creek. The fencing design will follow CDFW guidelines for wildlife friendly fencing, NRCS recommendations for cattle exclusion along riparian areas, and the production needs of the livestock operation. All materials will need to meet requirements of the Build America Buy America Act (BABA) and the contractor shall provide BABA compliance certifications for all materials.

Measurement for fence installation shall be on a lump sum basis. Payment shall include full compensation for Furnishing all labor, equipment, incidentals, and materials necessary to complete the work, including but not limited to, periodic project meetings; compliance with applicable Project reporting, invoicing, and progress payment processes; mobilization; protection of the public from safety hazards associated with the Contractor's pursuit of the Work; temporary fencing as required; temporary project signage; temporary sanitation facilities; costs associated with acquiring, protecting, maintaining, and cleaning additional Work and staging areas as necessary; protection of materials stored on site, according to the recommendations of the manufacturers of the materials that are to be incorporated into the Work; preparation of submittals and requests for information (RFI); timely removal of unsuitable materials from areas accessible to the public; regular site cleanup; final site cleanup; and demobilization. all as described in the Contract Documents, as shown in the Drawings, and as directed by the Design Professional and Construction Manager.

2. TASKS

Specific Tasks required for the Services include the following:

Task 1 – Install Riparian Fence

Fence installation will follow the NRCS guidelines for woven wire fence RI-382(b), and all specifications included in the contract documents.

A 36-inch tall, woven wire, field fence will be used, with two barbed wires on the top, supported by wooden fence posts, the bottom wire will be elevated 1-foot off the ground, two

strands of barbed wire will be installed above the woven wire with the lowest strand of barbed wire located a maximum of 3" above the top wire of the woven wire fence. The total fence will be approximately 5' tall. Permanent gates will be installed at the stream crossing and project entrance.

1. The riparian fence will be installed on the west side of Lake Earl Drive. Contractor shall mark the fence layout and review with SRA and Landowner prior to installation.
2. All vegetation cleared for fence installation will be hauled off-site by the contractor. All existing barbed wire fence shall be removed and disposed of by contractor. All existing electric fence and metal t-posts shall be removed and stockpiled for the landowner.
3. Project site shall be secured behind closed gates. All staging and vehicle access shall be contained within the Limit of Disturbance.
4. The riparian fence will consist of un-treated wooden fence posts at least 8' long and 5 by 6" in diameter, embedded a minimum of 3' into the ground.
5. Newly installed fence will be connected into the existing fence at the upstream and downstream extent of the project site.
6. One 20' gate will be installed at the construction entrance.
7. Install four 1" by 6" wooden access/crossing boards to 9 H-Braces indicated on the project map.
8. Four 16' wire gates will be placed at the upstream and downstream end of the project on either side of the stream. Exact gate placement will be directed by the landowner and Smith River Alliance.
9. The fence line at the bridge crossing will connect to the bridge guardrails to facilitate livestock movement. Wooden rail boards will be used in place of woven wire on the portion of the fence along the road fill.
10. Fence placement will follow the layout indicated in the Fence Overview map and as directed by Smith River Alliance in the field.
11. Two 16' metal gates will be installed on either side of the crossing. Gates will open out towards the field.
12. Fence installation will follow the NRCS guidelines for woven wire fence RI-382(b).
13. Contractor shall submit BABA materials certifications for all fencing material.

Task 1 Deliverables

- Submittal of fence material specifications

TASK	Completion Date	Estimated NTE
Task 1 – Fence Installation	12/1/2026	<\$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

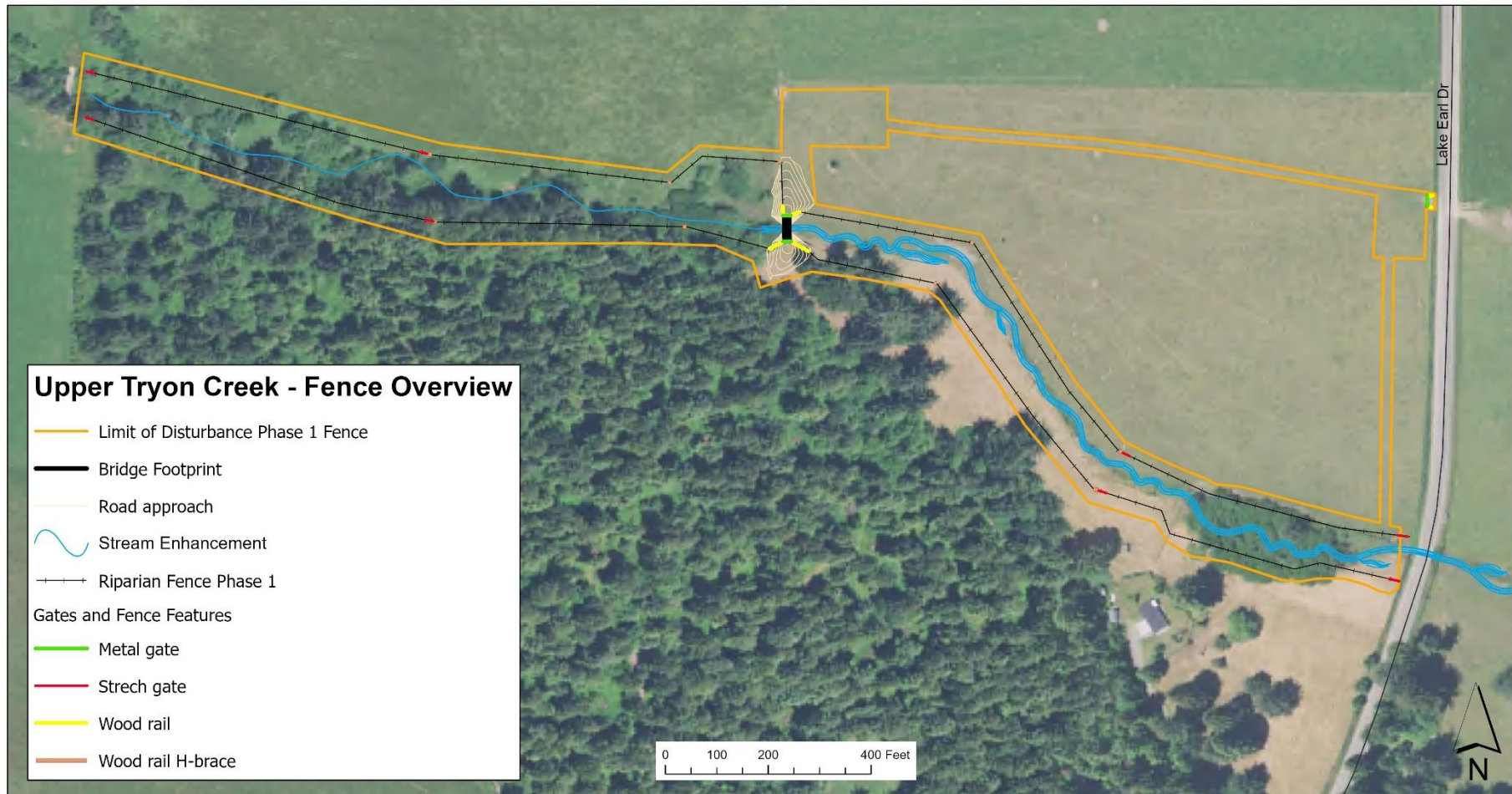
Contractor is entitled to reimbursement for expenses incurred in providing the Services, only as marked below, and subject to any additional conditions, if any, set forth below:

- ☒ 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.

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

Attachment B – Plans and Specifications

Figure 1. Fence Overview Map



- Construction Notes:
1. The riparian fence will be installed on the west side of Lake Earl Drive.
 2. Project site shall be secured behind closed gates. All staging and vehicle access shall be contained within the Limit of Disturbance.
 3. Newly installed fence will be tied into the existing fence at the upstream and downstream extent of the project site.
 4. Eight 16' wire gates will be placed along the fence alignment as indicated on the map on both sides of the stream. Exact gate placement will be directed by the landowner.
 5. Nine H-braces will include wooden rail cross braces.
 6. The fence line at the bridge crossing will extend towards the top of bank to facilitate livestock movement across the ford. A wooden rail fence will be used. Fence placement will follow the layout indicated in the Fence Overview map and as directed by Smith River Alliance and Landowner.
 7. Two 16' metal gates will be installed on either side of the bridge and one 20' metal gate will be installed at the construction entrance. Gates will open away from the bridge. Wooden rail fencing will be installed along the approaches and will tie into existing and new fencing.
 8. Fence installation will follow the NRCS guidelines for woven wire fence RI-382(b) and the contract specifications.

Fence

Woven Wire

Conservation Practice Job Sheet

RI- 382(b)



Definition

A constructed barrier to livestock, wildlife or people.

Purpose

This job sheet is provided as a component of a resource conservation plan. This practice may be applied to contain and control livestock and wildlife movement, facilitate a prescribed grazing system, protect sensitive areas from grazing livestock, and to eliminate access to unsafe areas.

Conditions where practice applies

This practice may be used on any area

where a fence is needed to control access, movement and containment of livestock and wildlife and where people safety and movement is of concern. This job sheet is provided as a component of a resource conservation plan. Conservation plan maps showing the approximate fence location, complementary conservation practices, grazing schedule, other relevant information, and additional specifications may be included.

General Criteria and Specifications

All fence construction shall comply with federal, state, and local fencing codes. **Practice Lifespan is 20 years.**

Fence line clearing

Fence lines will be cleared of brush and trees; gullies and steep banks may require grading. Clearing along stream banks will be held to a minimum and no vegetation may be removed within the buffer area, except as required for stream crossings.

Fencing materials shall be of a quality and durability that meets the intended management objectives. Construction shall be performed in a manner that meets the intended management objective. Wire and hardware will be new, galvanized material.

Line post

Maximum spacing between posts is 16.5 feet. All wooden line posts shall be set at least 30 inches into the ground.

Suitable line posts

5" in diameter wooden posts of black locust, red cedar (mostly heartwood), redwood, and pine or other wood of equal life and strength. Pressure treatment shall meet the requirements for ground contact. Wood needs to be un-treated and suitable for a certified organic operation.

Steel posts must be new and be painted or galvanized and weigh a minimum of 1.25 pounds per one foot of length. Post will be driven 18" inches in the ground or as specified by manufacturer. Every 50 feet or 4th post will be wooden.

The following steel posts are acceptable for line posts:

Style 1 – "T" Section 1- 3/8" x 1-3/8" x 1/8" thick

Style 2 – "U" Section 2" x 1-1/4" x 3/32"

Style 3 – "L" Section 2" x 2" x 1/4"

Lightweight stamped-steel posts are not allowed.

Brace post: Posts shall be set and maintained in a vertical position. All wooden brace posts are to be 5" minimum diameter and set 3 feet into the ground. Horizontal rail brace posts are to be 4" minimum diameter by 8 ft. long and be installed 8" – 12" below the top of the vertical brace post.

Corners and braces: Refer to drawings on pages 7-9 for fence brace configurations and spacing.

Single H Braces: Single H Brace corners and end braces may only be installed at the ends of straight fence spans of 165 feet or less.

Double H Braces: All corners, fence line ends and gate openings require Double H Brace assemblies, except that Single H Braces may be substituted in straight fence spans of 165 feet or less.

Double H Brace Pull Assemblies: Double H Brace pull assemblies are required in straight fence spans at a maximum spacing of 660 feet.

Brace wire shall be high tensile, galvanized steel, or 9 gauge soft wire.

Adjoining Fences: A fence adjoining an existing fence must terminate in a brace assembly as required above.

Corners: A bend in the fence tighter than 20 degrees is considered a corner and not a "straight" pull brace. (In an 8-foot long brace section, 20 degrees is approx. 3 feet off the straight line. Refer to drawings). The above H brace rules apply to corners considering each wire-pull direction from the corner post. Combination single and double H corners are permitted.

If hand set, all backfilled material shall be thoroughly tamped in 4" layers. Post holes shall be at least 6" larger than the diameter or side dimension of the posts. Synthetic posts are to be installed as specified by the manufacturer.

If concrete backfill is used, the concrete must be pre-mixed, and worked into place up to the ground surface. No stress shall be applied to posts set in concrete for at least 24 hours after the concrete has set.

Wire

Wire shall have a minimum Class 3 zinc coating and shall meet the requirements of ASTM A116 or Class I zinc coating with 0.27 ounces of zinc per ft² meeting the requirements of ASTM A116.

For Cattle, fencing shall be 1047 woven wire, which has 10 line wires, with stays (the vertical wires) on 9" spacing. Top and Bottom line wires shall be at least 10 gauge (medium weight) and the filler wires (the remainder of the fence wires) will be a minimum of 12½ gauge.

For Horses, use “square knot mesh” which has 2” horizontal by 4” vertical openings, or “V-mesh” (diamond mesh) style horse fencing with triangular openings 2” wide by 4” tall. The mesh must be fastened by wire wrapping with no sharp wire ends. Horse fences should be 47” to 50” high. Horizontal wires must be 12½ gauge steel, or 14 gauge high tensile. Vertical wires are to be at least 14 gauge steel.

For other Animals, a mesh and fence height that is appropriate to the species as recommended by the manufacturer.

High tensile woven wire 12½ gauge may be used for all animals as specified by manufacturer.

Welded mesh is prone to failure, and therefore is not recommended or allowed.

Fence top Deterrent

Barbed wire: At least one strand of barbed wire is to be placed no more than 6” above the woven wire. Additional strands may be added above the first at the same spacing. The barbed wire shall consist of 2 strands of wire with class 3 galvanized 4-point barbs spaced not more than 5” apart. Galvanized barbed wire shall be fabricated from 12½ gauge class 1 galvanized or high tensile class 3 barbed 15 ½ gauge galvanized strand wire or meeting the requirements of ASTM A121.

Barbed wire should not be electrified.

Electrified Wire: In lieu of barbed wire, the same number of 12½ gauge galvanized wires may be installed electrified on the spacing needed for barbed wire. The wire must be mounted and energized as required by the high tensile electric fence job sheet. Electric and barbed wire fence top deterrents may not be combined.

Wood Rail: A wood top rail may be installed no more than 6” above the woven wire to strengthen the fence in lieu of top wires, or a single electric wire with stand-off insulators may be included. The fencing may be stapled to the rail for added stiffness. With top rails, no post bracing assemblies are needed, but gate posts must be 5” in diameter and be set 3 feet in the ground.

Wire placement

Fencing and top deterrent (barb wire) should be installed according to Figure 3.

Stretching wire

Woven wire shall be stretched tight with no sags or waves in the material when viewed along the fence line. Wire at the end posts and corner posts shall be wrapped and attached to itself with 3 twists.

For barbed wire at the fence top, pull taut. A stretch of 100 feet (prior to attachment to posts) should sag no more than in the middle 4” in warm weather and not more than 2” in cold weather.

Attaching fencing to post

The fencing wire shall be placed on the livestock side of line posts and on the outside of corners and posts in bends and braces in bends.

Woven wire fencing shall be attached to post on alternate horizontal strands as a minimum. Each strand of barbed wire used shall be attached to each post using a 9-gauge galvanized 1½” staple driven diagonally with the grain of the wood and at a slight downward angle (except in dips). Staples shall be driven tight to the post.

Fasten fencing to steel line post with either two turns of 14 gauge galvanized steel wire or the post manufacturer’s special wire clips.

Wire shall be spliced with a figure-eight knot, or twisted with 8 wraps of each end about the other (western union splice), or by suitable splice sleeves applied with a tool designed for the purpose.

Other Considerations

Fences across gullies or streams require special braces and design. Breakaway fences or swinging water gaps allow debris and water to flow past the fence line without destroying the adjacent fence.

Any permanent fencing for grazing livestock should allow flexibility to facilitate implementation of the grazing plan and permit land management activities such as nutrient application, pest control, forage harvest, and other appropriate practices.

Follow all manufacturers' safety precautions for handling and installing fencing materials.

Locate fences to facilitate maintenance. Where applicable, clear right of ways should be established and maintained to facilitate fence construction and maintenance.

When possible, install fences across slopes to improve grazing distribution, rainfall infiltration, and reduce soil erosion.

Locate fences to facilitate livestock management, handling, watering, and feeding.

Consider placing permanent riparian stream fencing at the edge of the protected buffer or at least 2 times the active channel width from the top of the stream bank but never less than 10 feet. It is recommended that the stream fence have a maintenance gate installed. Woven wire fencing is not recommended for use in riparian areas due to flooding damage.

Approved alternative fence systems include "Common Sense Fence" or equivalent. Other fencing systems may be approved by an NRCS Resource Conservationist (RC), and installed to manufacturer's recommendation as approved by NRCS Resource Conservationist (RC).

Alternative fencing and bracing systems: Alternative fencing and bracing systems must be pre-approved by an NRCS Resource Conservationist (RC), and must be installed according to manufacturer's recommendations as approved by NRCS Resource Conservationist (RC).

Specifications Worksheet

Site-specific requirements are listed on the specifications sheet. Additional provisions may be contained in the conservation plan or other acceptable form of documentation. Specifications are prepared in accordance with the NRCS Field Office Technical Guide. See Conservation Practice Standard *Fence* (382)

Client: Smith River Alliance	Farm #: Palmer Westbrook Inc.
Field(s): Tryon Riparian Fence	Tract #:
Planned By: Smith River Alliance, NRCS, DNRCD	Location: Fort Dick, CA
Date: 7/20/2026	Length of Fence:
Landowner Objectives: See purpose below	

Purpose (check all that apply)	
☒ Reduce erosion and improve water quality by controlling livestock access to streams, springs, wetlands, and ponds.	☒ Protect sensitive environmental areas and the flora from vehicular, pedestrian, or animal traffic use.
☒ Protect newly planted areas from disturbance until established.	☐ Protect the safety of people, livestock, and wildlife by limiting or denying access to hazardous areas.
☒ Facilitate handling, movement, and feeding of livestock in the pasture environment.	☐ Improve distribution and timing of livestock grazing.
☒ Other (specify) Materials suitable for certified organic operation.	

Type of Fence - Woven Wire		
Fence Height: <u>55</u> inches Number of wire: <u>2</u> Wire spacing: <u>8</u> inches Woven Wire Type: <u>32" Field Fence</u> Top Deterrent Type: <u>2 strands of barbed wire</u>		
Posts		
Type Wood posts 8 feet or longer and 5" to 6" in diameter. Untreated. OR standard steel line posts w/4 th post being a wooden post	Size Line posts are wood 8 feet or longer 4" minimum diameter OR Standard steel line post 1 ³ / ₈ " x 1 ³ / ₈ " x 1 ¹ / ₈ " with anchor plate Notes: 5" - 6" diameter	Spacing Wood line posts spaced a maximum of 16½ feet apart set 2.5 feet deep minimum OR Steel line posts spaced a maximum of 16½ feet apart set to top of anchor plate or 18"
Braces		
Wooden Braces (8 feet minimum length) 4" diameter at small end	Brace Wire High Tensile, Galvanized Steel, 9 Gauge OR 12½ Gauge High Tensile, Galvanized, Double Wrapped	

Operation and Maintenance

Inspections and maintenance are required to achieve the intended function, benefits, and life of the practice. The landowner/operator is responsible to establish and implement an inspection and maintenance program. Regular inspection of fences should be part of an ongoing maintenance program. Items to inspect and maintain during the 20-year design life of the practice include, but are not limited to, the following:

1. Inspection of fences after storm events is necessary to ensure the continued proper function of the fence. Promptly repair or replace damaged or broken fencing.
2. Retain and properly discard all broken fencing material and hardware to prevent ingestion by animals or injury to equipment, people, or animals.
3. Remove debris collected in the fencing.
4. Clear the brush from fence lines to reduce voltage loss. Vegetative control can be achieved by herbicides applied per the manufacturer's label.
5. Remove fallen limbs and maintain proper tension on the fence wires. Overhanging trees and limbs should be trimmed or removed as needed.
6. Maintain proper tension on the fence wires.
7. Follow your grazing plan, where appropriate.
8. All necessary precautions should be taken to ensure the safety of construction and maintenance crews.

Other:

For information regarding this practice contact:

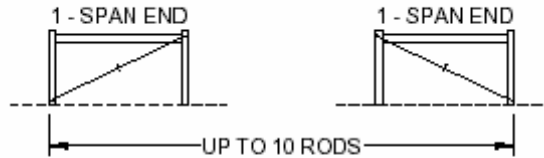
_____ at _____.

The United States Department of Agriculture (USDA) prohibits discrimination in its programs on the basis of race, color, national origin, sex, religion, age, disability, political beliefs and marital or familial status. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication program information (Braille, large print, audiotape, etc.) should contact the USDA Office of Communications (202) 720-2791. To file a complaint of discrimination write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 14th and Independence Avenue, SW, Washington, DC 20250-9410 or call (202) 720-5964 (voice or TDD). USDA is an equal opportunity provider and employer.

Specification Guide Sheet for Fencing 382 (b)

STRAIGHT FENCES ON FLAT LAND

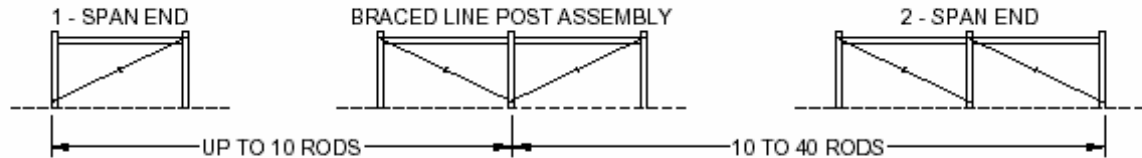
(a)



(b)

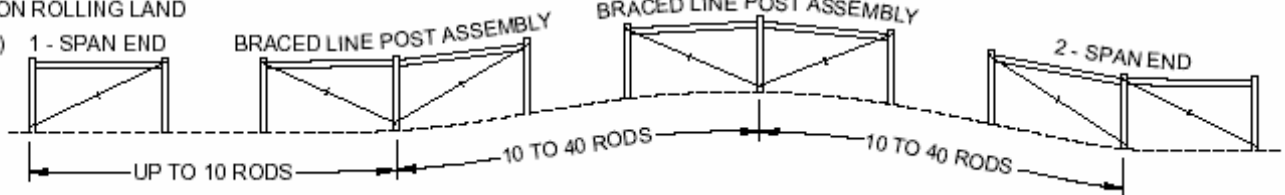


(c)



STRAIGHT FENCES ON ROLLING LAND

(d)



CURVED FENCES

(e)



Types of anchor and brace assemblies and where to locate them: (a) For fence lengths of 10 rods (165 feet) or less, use single-span end construction. (b) For fence lengths of 10 to 40 rods (165 to 660 feet), use double span end construction. (c) For fences more than 40 rods (660 feet) long use a braced-line-post assembly to divide the fence lengths. (d) On rolling land, fence stretching is easier if braced line-post assemblies are located at the foot and top of each hill. (e) Contour fences, more than 20 rods (330 feet) long, should have a braced-line-post assembly installed to keep the stretches to 20 rods (330 feet) or less. Install in straight section at least one post span away from a curve. Do not install on a curve.

Note: One rod equals 16½ feet.

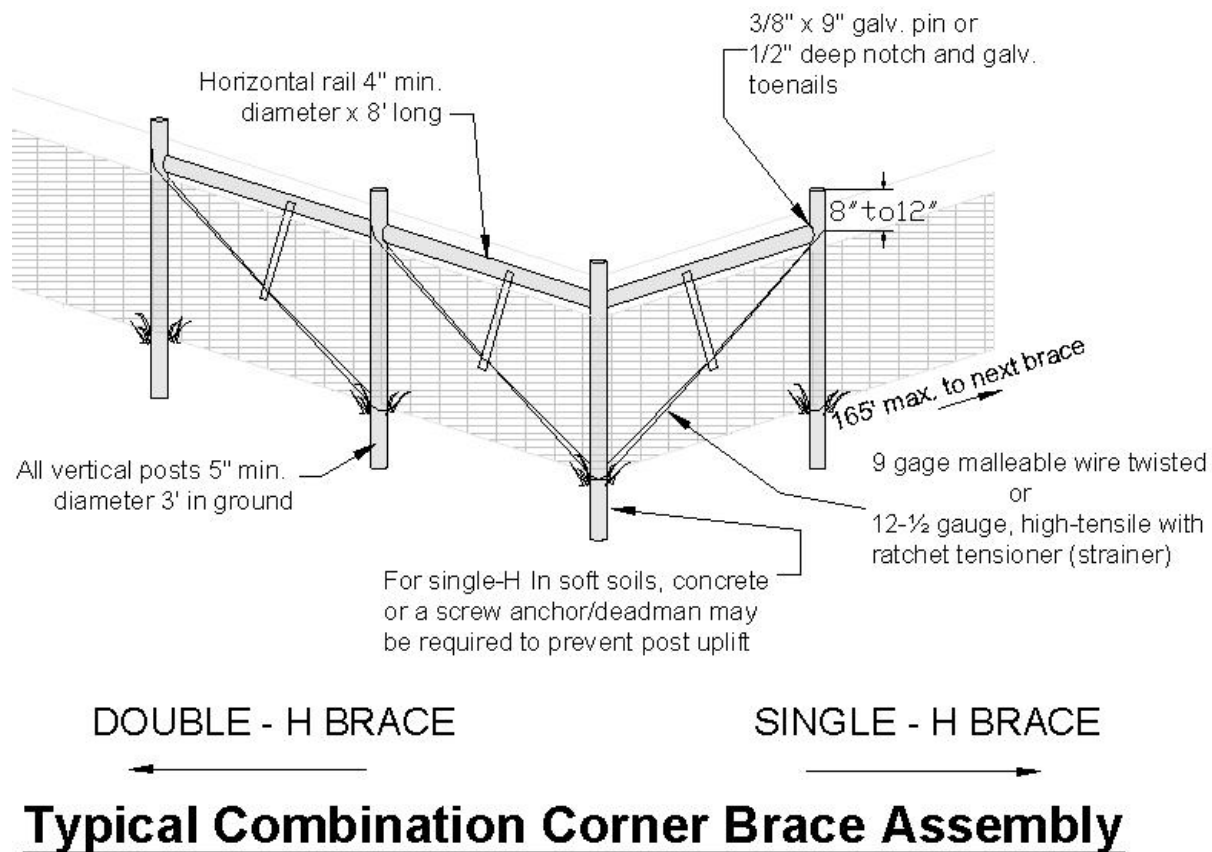


Figure 1

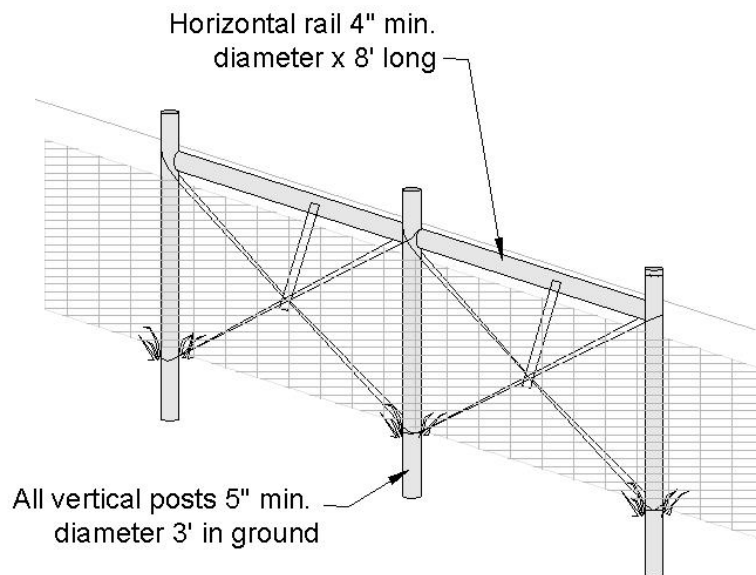


Figure 2

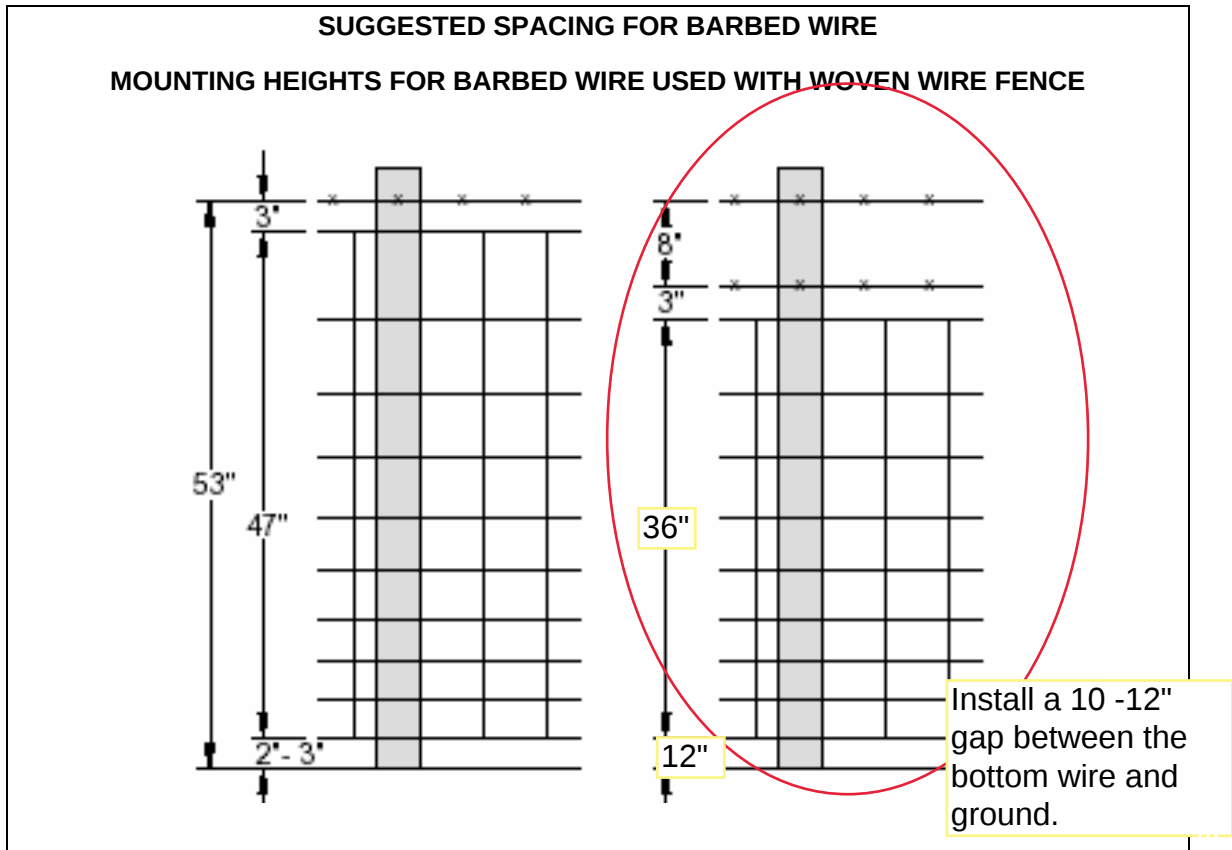
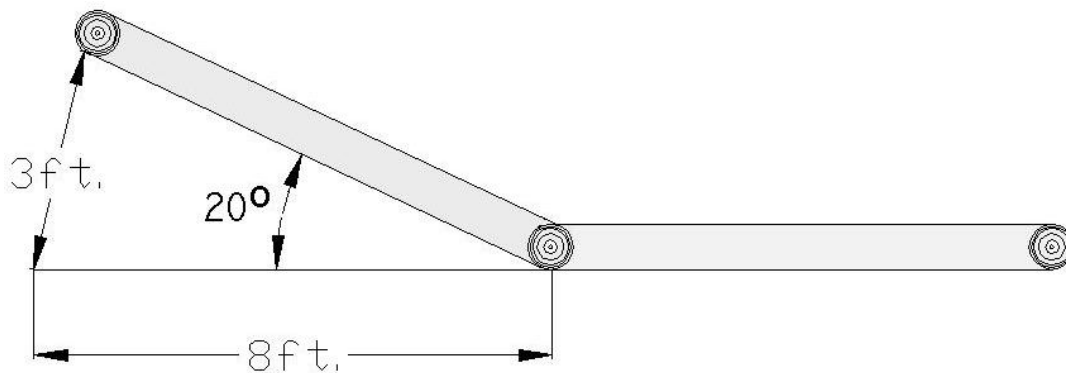


Figure 3

The first barbed wire above woven wire fence should be within 3" of top line wire. This reduces the possibility of animals getting their head between woven wire and barbed wire, and mashing down the fence.



**Top View of Fence Brace Showing
Minimum Angle to be Considered a Corner**

Figure 4

RI NATURAL RESOURCES CONSERVATION SERVICE CONSERVATION PRACTICE STANDARD FENCE (382)

Table 1. Fence Selection Criteria

Fence design and construction must meet the minimum requirements for controlling specific animal types.

Animal type to control	Fence type	Purpose of Fence				Spacing Inches above ground level ww fences start 2-3 " above the ground
		Perimeter (boundary) prohibited areas	Access lanes & stream crossings	Interior subdivision	Stream exclusion	
		Minimum Criteria				Inches
Cattle	Barbed 3-wire	NO	NO	Meets	Meets	18, 30, 42
Cattle	Barbed 4-wire	NO	Meets	Exceeds	Exceeds	16 to 48 evenly spaced
Cattle	Barbed 5-wire	Meets	Exceeds	Exceeds	Exceeds	14 to 48 evenly spaced
Cattle	Non-Electric 4-wire high tensile smooth			Exceeds	Meets	12 to 42 evenly spaced
Cattle	Non-Electric 6-wire high tensile smooth	No	Meets	Exceeds	Exceeds	12 to 44 evenly spaced
Cattle	Non-Electric 8-wire high tensile smooth	Meets	Exceeds	Exceeds	Exceeds	12 to 44 evenly spaced
Cattle	Electric 1-wire high tensile smooth	NO	NO	Meets	NO	32
Cattle	Electric 2-wire high tensile smooth	NO	Meets	Exceeds	Meets	20, 32
Cattle	Electric 3-wire high tensile smooth	NO	Exceeds	Exceeds	Exceeds	18, 30, 42
Cattle	Electric 4-wire high tensile smooth	Meets	Exceeds	Exceeds	Exceeds	12 to 42 evenly spaced
Cattle	Electric 5-wire high tensile smooth	Exceeds	Exceeds	Exceeds	Exceeds	12 to 44 evenly spaced
Cattle	Electric 1-wire Polywire or Polytape (1hot wire)	NO	NO	Meets	NO	32
Cattle	Electric 2-wire Polywire or Polytape (2 hot wires)	NO	Meets	Exceeds	Meets	20, 32
Cattle	Woven wire plus one or more top wire	Exceeds	Exceeds	Exceeds	Exceeds	47 min, 6 max between top wires
Cattle	Wood or Composition boards (6" wide)	Exceeds	Exceeds	Exceeds	Exceeds	6, 6, 8, 10 between boards
Cattle	HT Woven wire plus one or more top wires	Exceeds	Exceeds	Exceeds	Exceeds	47 min, 6 max between top wires
Goats & sheep	Barbed 5-wire	NO	NO	Meets	Meets	6 to 32 evenly spaced
Goats & sheep	Barbed 6-wire	NO	Meets	Exceeds	Exceeds	6 to 36 evenly spaced
Goats & sheep	Barbed 8-wire	Meets	Exceeds	Exceeds	Exceeds	6 to 48 evenly spaced
Goats & sheep	Non-Electric 5-wire high tensile smooth	NO	NO	Meets	Meets	6 to 32 evenly spaced
Goats & sheep	Non-Electric 6-wire high tensile smooth	NO	Meets	Exceeds	Exceeds	6 to 36 evenly spaced
Goats & sheep	Non-Electric 7-wire high tensile smooth	Meets	Exceeds	Exceeds	Exceeds	6 to 42 evenly spaced
Goats & sheep	Electric 3-wire high tensile smooth	NO	NO	Meets	Meets	8, 18, 30
Goats & sheep	Electric 4-wire high tensile smooth	NO	Meets	Exceeds	Exceeds	6 to 36 evenly spaced
Goats & sheep	Electric 5-wire high tensile smooth	Meets	Exceeds	Exceeds	Exceeds	6 to 38 evenly spaced
Goats & sheep	Woven wire plus one or more top wire	Exceeds	Exceeds	Exceeds	Exceeds	32 min, 6" max between top wires
Goats & sheep	Wood or Composition boards (6" wide)	Exceeds	Exceeds	Exceeds	Exceeds	6, 6, 8, 10 between boards
Goats & sheep	HT Woven wire plus one or more top wires	Exceeds	Exceeds	Exceeds	Exceeds	35 min, 6" max between top wires

Animal type to control	Fence type	Purpose of Fence				Spacing Inches above ground level ww fences start 2-3 " above the ground
		Perimeter (boundary) prohibited areas	Access lanes & stream crossings	Interior subdivision	Stream exclusion	
		Minimum Criteria				Inches
Horses	Electric 2-wire high tensile smooth	NO	Meets	Meets	Meets	28, 38
Horses	Electric 3-wire high tensile smooth	NO	Exceeds	Exceeds	Exceeds	28, 38, 48
Horses	Electric 4-wire high tensile smooth	Meets	Exceeds	Exceeds	Exceeds	18 to 54 evenly spaced
Horses	Electric 5-wire high tensile smooth	Exceeds	Exceeds	Exceeds	Exceeds	18 to 54 evenly spaced
Horses	Electric 1-wire Polywire or Polytape	NO	NO	Meets	NO	34
Horses	Electric 2-wire Polywire or Polytape	NO	Meets	Meets	Meets	28, 48
Horses	Woven wire w/1 wire HT on top	Exceeds	Exceeds	Exceeds	Exceeds	48 + HT at 54
Horses	Mesh "No climb" 2"x4" spacing	Exceeds	Exceeds	Exceeds	Exceeds	48 + HT at 54"
Horses	Wood or Composition boards (6" wide)	Exceeds	Exceeds	Exceeds	Exceeds	18 min. 12 max. between boards
Hogs	Electric 2-wire high tensile smooth	NO	NO	Meets	Meets	8, 16
Hogs	Electric 3-wire high tensile smooth	NO	Meets	Exceeds	Exceeds	8, 16, 24
Hogs	Woven wire 32" w/ 1 wire barb or HT	Exceeds	Exceeds	Exceeds	Exceeds	32 + barb or HT at 38
Hogs	Woven wire 32" w/ 1 Ht electric inside	Meets	Meets	Meets	Meets	32 + 1 electric wire 8 off ground, 8 inside of fence.
Deer	Woven wire 96" tall w/2 strands of smooth wire	Meets	Meets	Meets	Meets	96" w/smooth wire at 9' and 10'
Buffalo	Electric 4-wire high tensile smooth	NO	NO	Meets	Meets	16 to 42 evenly spaced
Buffalo	Electric 5-wire high tensile smooth	NO	Meets	Exceeds	Exceeds	16 to 48 evenly spaced
Buffalo	Electric 6-wire high tensile smooth	Meets	Exceeds	Exceeds	Exceeds	12 to 52 evenly spaced
Chickens/turkey	Woven wire 2"x4" 1 wire HT or barb above	Exceeds	Exceeds	Exceeds	Exceeds	72
Emu and ostrich	Woven wire 6"x6" 1 wire HT or barb above	Exceeds	Exceeds	Exceeds	Exceeds	72
Chickens/turkey	HT Woven wire 2"x4" 1 wire HT or barb above	Exceeds	Exceeds	Exceeds	Exceeds	72
Emu and ostrich	HT Woven wire 6"x6" 1 wire HT or barb above	Exceeds	Exceeds	Exceeds	Exceeds	72
People	Chain link	Meets	Preferred option			60 with 1 barb above
People	Electric 5-wire	Meets				12 to 60 evenly spaced
	Woven wire 47 inch plus 1 or 2 barbed wires or HT elec	Meets				47 min. HT or barb at 6 spacing to 48. HT may be electrified

Alternative fencing and bracing systems may be approved by the Resource Conservationist, i.e. *common sense fence, horseguard or equivalent.*

Fencing – Job sheet
RI - JS 382
Practice Installation Guidelines

It shall be the responsibility of the landowner to obtain all necessary permits and/or rights, and to comply with all ordinances and laws pertaining to this installation.

Practice designs and specifications shall be reviewed by NRCS planner with the landowner prior to start of work for practice installation.

Contact the NRCS planner _____ at 401- _____ prior to installation. Keep NRCS planner updated throughout the installation process.

Contact the NRCS planner _____ at 401- _____ upon completion of practice.

Practice specifications and special requirements

Installation shall be in accordance with the following specifications and special requirements.

NO CHANGES ARE TO BE MADE IN THE DRAWINGS OR SPECIFICATIONS WITHOUT PRIOR APPROVAL OF THE Landowner

1. Use Practice Specifications: **Fencing specifications worksheet**
Specification Guide Sheet for Fencing (382)

The landowner/operator acknowledges that:

A) He/she has received a copy of the practice specifications, and Operation and Maintenance plan, and that he/she has an understanding of the contents and the requirements.

B) He/she has or will obtain all of the necessary permits prior to construction.

C) No changes will be made in the installation of the job without prior concurrence of the NRCS technician.

D) This practice has a lifespan of 20 years.

E) Adherence to the Operation and Maintenance plan of the installed work is necessary for proper performance during the practice lifespan.

F) NRCS planner shall be contacted prior to installation for a review of the practice installation and at completion for practice certification.

Accepted by :

Date:

Address :

Practice design approval

Lead Discipline for this practice: **Biological Conservation Sciences Division**

Job Classification:

_____ No design changes were made. _____ Design changes were approved and are included

Design approved by:

Date:

Practice certification

I have made an on-site inspection and have determined that the practice has been installed according to practice standard and specifications.

Certified by:

Date: