

## *Restoration Contracts*

We offer four contractual documents to make the process of hiring restoration consultants or contractors, or purchasing seeds or plants, easier.

*Disclaimer:* In many complex projects, final contract agreements are typically drafted and reviewed by attorneys. Please be advised of this potential need. These documents are intended for educational purposes to help landowners and others streamline the procurement of services and supplies for restoration and are not intended to be final or customized legal agreements.

*Contract Grow Agreement.* Have nurseries grow seed and plant stock for your project.

*Contractor Qualifications.* Ensure you select an experienced restoration consultant or contractor.

*Design-Build Services Proposal.* Explore design-build or turnkey restoration projects with qualified firms.

*Proposal for Ecological Restoration Consulting Services.* Explore restoration design services with qualified firms or individuals.

## Contractor Grow Agreement

Project name:

Delivery #:

Order #:

*Client:*

Contact name:

Address:

Email:

Phone:

Genetic radius requirements:

Other special requirements:

Client-supplied seed: yes /no

Packaging/shipping instructions:

Product description: Contract growing services for plant species listed and plant numbers, as follows:

Species (common/scientific name) and number of plants of each tray or pot size

(288 128 66 38 2", 1 qt., 1/2 gal, 1 gal., 5 gal.)

1.

2.

3.

*Estimated ready date (based on seed supply date) :*

Seed supply date:

Sowing fees for client-supplied seed: \$\_\_\_\_\_ per species + \$\_\_\_\_\_ per tray

Price per finished plant of each size: \$\_\_\_\_\_

Estimated contract amount: \$\_\_\_\_\_

See attached quote for details

Terms and Conditions: Prices are valid until \_\_\_\_\_ and do not include shipping or taxes. All items are subject to availability. Terms are net 30. A monthly charge of 1.5% will be charged on all overdue invoices. Items held more than five business days after requested ship date may be subject to storage fees. Contract grow agreements require a nonrefundable sowing fee as a down payment regardless of successful production from client-supplied seed. Sowing fees may be credited to materials purchased in the contract grow. Canceled orders will be charged a 25% restocking fee on the total contract, plus materials for all contract grow agreements. Top growth on plants may be trimmed for shipping unless otherwise requested.

To place order, please sign and return.

Signature and date: \_\_\_\_\_

Project name and number: \_\_\_\_\_

## Contractor Qualifications

1. Installer qualifications: A contractor with experience in native seeding and native landscape operations with at least 5 years experience. The work shall be in accordance with the standard specifications, except as modified herein.
  - a. Installer's field supervision: Require contractor to maintain an experienced full-time supervisor on project site who shall be thoroughly familiar with the type and operation of equipment being used when seeding is in progress. Said person shall direct all work performed under this section.
  - b. Installer's company shall have trained ecologists on staff, who have received Senior Ecologist certifications with the Ecological Society of America, and who are available to provide counsel to the client, to assure quality control over the installers work, and can provide follow-up guidance to the client from to-be-scheduled field visits on the success, short- and long-term maintenance needs of the plantings. Said certified ecologist must have a minimum of 15 years experience and have worked on at least 25 successfully documented projects of comparable size and complexity, in the same or similar ecosystem.
  - c. Restoring native plant communities is a long-term process. It is imperative that a qualified contractor perform the installation and maintenance of restoration areas for the duration of the maintenance/warranty period.
2. Standards: All materials used during this portion of the work shall meet or exceed applicable federal, state, county, and local laws and regulations.
  - a. Provide healthy, vigorous, plant materials.
  - b. Herbaceous perennial plants with severe wilt, badly bruised or damaged stems, or plants with lack of vigorous root systems are not acceptable and may be rejected by the owner.
  - c. All plant materials shall be free from insects and disease.
  - d. Species shall be true to their scientific name as specified.
  - e. All herbaceous perennial plants are to be installed in accordance with the standard specifications shown in the plan, except as modified herein.
3. Materials: The planting contractor shall submit to the owner for approval a complete list of all materials to be used during this portion of the work prior to delivery of any materials to the site.
  - a. Include complete data on source, amount and quality.
  - b. This submittal shall in no way be construed as permitting substitution for specific items described in the plans or in these specifications unless approved in writing by the owner.
  - c. Notify the owner of sources of planting materials 10 days in advance of delivery to site.
4. Provide quality, size, genus, species, and variety of herbaceous perennial plants indicated, complying with applicable requirements in ANSI Z60.1, "American Standard for Nursery Stock."
  - a. Substitutions will not be permitted without the approval of the owner.
  - b. If proof is submitted that any herbaceous perennial plant specified is not obtainable, a proposal will be considered for use of nearest equivalent species, size, or variety, with an equitable adjustment to the contract price. Such proof shall be substantiated in writing to the owner.

c. All aspects of this project have been designed to work together; native plant arrangements and restorations are carefully designed for the planting site conditions as well as species compatibility. Changes to the plans or specifications must be approved in writing by (\_\_\_\_contractor's name\_\_\_\_) or the owner. (\_\_\_\_contractor's name\_\_\_\_) is in no way responsible for problems resulting from any changes to the design made by any party without the written permission of (\_\_\_\_contractor's name\_\_\_\_).

5. Observation: The owner may inspect herbaceous perennial plants either at place of growth or at site before planting for compliance with requirements for genus, species, variety, size, and quality. The owner retains right to inspect herbaceous perennial plants further for size and condition of root systems, insects, injuries, and latent defects and to reject unsatisfactory or defective material at any time during progress of work.

6. Remove rejected perennials immediately from the project site.

*Retain paragraph below if work of this section is extensive or complex enough to justify a preinstallation conference.*

7. Preinstallation conference: Conduct conference at the project site in order to coordinate equipment movement within planting areas and to avoid soil compaction. Review underground utility location maps and plans. This meeting shall be coordinated by the construction project manager.

8. Equipment utilized in planting areas shall have low unit pressure ground contact.



## Design-Build Services Proposal

For \_\_\_\_\_ Project,

At \_\_\_\_\_

### *Introduction*

This project includes the following restoration services:

- 1.
- 2.
- 3.

### *Understandings of Design-Build Service Provider*

1. Service provider will design, engineer, specify all services, materials, design elements unless otherwise noted under exclusions spelled out below, for each of the restoration services, required to successfully complete each restoration service listed above.

2. Service provider will obtain all permits, unless otherwise noted below under exclusions spelled out below.

3. Service provide will obtain all materials, unless otherwise noted under exclusions spelled out below, to successfully undertake, install, provide initial installation maintenance to achieve successful establishment and growth. The materials to be provided by the service provider at included in attachment 1 hereto.

4. Service provider will provide the following engineering services in support of the design process and permitting submittals: a \_\_\_\_\_, b \_\_\_\_\_, c \_\_\_\_\_, etc.

5. Service provider will provide the following ecological services in support of the design process and permitting submittals: a \_\_\_\_\_, b \_\_\_\_\_, c \_\_\_\_\_, etc. As an example, the following might be inserted above.

*This project involves the restoration and stabilization of approximately 1,500 linear feet of stream reach of the creek immediately upstream of the survey point \_\_\_\_\_. For this project the service provider will do the following:*

- *conduct HSPF hydrologic and hydraulic modeling;*
- *design a series of bioengineering techniques and stream improvements;*

- assist in obtaining all necessary permits for construction;
- remove problematic woody brush;
- contract and oversee grading and rock installations, and
- construct all bioengineered improvements that include
  - live willow staking,
  - installation of a 235-foot crib wall with coir fiber rolls and geotextile encapsulated soil lifts,
  - brush layering for the crib wall,
  - installation of 1,770 native plants, with herbivory (goose) protection, and
  - seeding and mulching over 1.5 acres of the streambank and buffer zones.

6. Service provider will also provide homeowner communication and educational services to ensure acceptance and cooperation from the residents adjacent to the said project. At the conclusion of the project, service provider will produce and deliver a homeowner's guide to the understanding and care of the restoration project.

### *Project Approach*

The project approach is a most important part of the design-build contract and should include the following type of content, at an appropriate level of detail, and in decisive language for clarity and to serve as a binding contract between parties.

- How will this be designed and built?
- Who from the service provider company will be the lead with whom communications and responsibilities for success reside?
- What is the schedule for each task?
- What are the start and completion dates?
- What arrangements should be stated regarding delays, including those caused by the service provider, weather, or other subcontractors or suppliers?
- Who is in charge of construction access, special details on equipment and materials staging locations and needs, including irrigation needs for plant stock?
- How should cleanup, erosion control, waste materials, and debris/garbage management be addressed?

The following scope of services describes service provider's proposed work plan for complete design/build services.

### *Exclusions*

1. If, during the design phase, we conclude that hydraulic forces require more traditional, hard engineered strategies, we will notify the owner of our recommendation and provide preliminary cost estimates for anticipated solutions.

2. Plant and seed availability may change from time to time and service provider will provide owner with substitutions as they become known.

3. Etc.

4. Etc.

The following scope of services is divided into three phases: Phase I—Design; Phase II—Construction; and Phase III—Three-year Management. At this time, we have not attempted to provide a schedule with timing of these design-build activities, due to the uncertainty of budgeting and the timing of the \_\_\_\_\_ grant funding request and fund availability. However, if the owner is prepared to begin the project this year, service provider is prepared to begin the design phase immediately, with construction tasks anticipated to commence \_\_\_\_\_.

### *Scope of Services*

#### Phase I: Planning

Task 1, *Kickoff meeting*: \_\_\_\_\_ staff will meet with you and your representatives to obtain additional details related to the proposed work plan, relationships with property owners, expectations, and to finalize a scope of service and schedule.

Deliverables: Meeting minutes

Fee estimate

Task 2, *Base information*: service provider staff will use a color, digital, orthorectified aerial photograph as a basemap for all subsequent layers of information including topography, inlets and outlets, roads, floodplain, and property boundaries. All layers available digitally will be superimposed on the basemap using AutoCad. We understand that the owner will provide service provider with existing property boundary and engineering data on this stretch of waterway.

Deliverables:

CAD drawings

Fee estimate

Task 3, *Field assessment and survey*: Service provider staff will develop a topographic drawing identifying the centerline of the channel, thalweg, toe of slope, and top of slope. The survey shall be based on at least 10 cross sections. All trees greater than 4 inches dbh will be tagged and surveyed. All bridges, pipes, inlets, and outlets will be surveyed.

Deliverables:

Digital topographic drawing

Fee estimate

Task 4, *H & H modeling*: Service provider staff will use hydrologic model PondPack to develop runoff flows for design storm events from the watershed and use hydraulic model HEC RAS to define depth of flow, and flow velocities in the study area.

Deliverables:

Report summarizing results

Fee estimate

Task 5, *Engineering*: Service provider staff will prepare an engineering drawing with sufficient detail to permit and implement. Plans shall be stamped by a P.E. licensed in \_\_\_\_\_ as required by the \_\_\_\_\_.

Deliverables:

Report summarizing results

Fee estimate

Task 6, *Permitting*: Service provider will obtain necessary permits and approvals from the US Army Corps of Engineers, \_\_\_\_\_ Storm Water Management Commission and other as follows:

\_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.

Deliverables:

Permit applications

Fee estimate

#### Phase II Implementation

Service provider shall construct the project per the plans. Anticipated tasks are described below:  
insert Excel spreadsheet

#### Phase III Maintenance and Management

Service provider shall be responsible for three years of maintenance as follows:

Fee estimate

Year 1: Herbiciding

Mowing

Year 2: Herbiciding

Mowing

Year 3: Herbiciding

Mowing

Prescribed burn



## Proposal for Ecological Restoration Consulting Services

[Letterhead] (Note: Use the appropriate letterhead for your office and/or department.)

[Date]

[Client Name]

[Address]

RE: Proposal for Ecological Restoration Consulting Services for \_\_\_\_\_ project \_\_\_\_\_,  
\_\_\_\_\_ township, \_\_\_\_\_ county, \_\_\_\_\_ city or village, state, for \_\_\_\_\_  
client \_\_\_\_\_ (Project# XX-XXXX)

Dear \_\_\_\_\_,

Thank you for the opportunity to provide you with this proposal for ecological consulting services related to \_\_\_\_\_. Attached please find our scope of services and fees based on our understanding of your request for our services.

We are confident you will find that we provide exceptional expertise, service, and value. We look forward to beginning work with you. Please call if you have any questions about the attached proposal and supporting documents.

Sincerely,

[Name and title]

Attachments

### *Understanding of Assignment*

A consultant should repeat back to the client their understanding of the client's needs and the deliverables requested. Place the project into context with its surroundings, identify the main problems to be addressed/solved, and other pieces of background information to justify the scope of work provided below. Begin paragraphs with "We understand that . . ." or "It is our understanding that . . ." Or "You informed us of . . ." State what services the client has asked consultant to prepare a proposal for. Describe or at least state consultants' qualifications to perform the work. Provide a more formal statement of qualifications for particular expertise if you feel it is necessary or if the client has asked for particular qualifications and team member information. End with "Below please find our scope of work" or "Our proposed scope of work is outlined below."

### *Project Approach*

Add, if necessary, especially if our approach is different than what the client has asked for.

*Scope of Work*

Task 1: \_\_\_\_\_ . (Describe in paragraph form.)

Deliverable: \_\_\_\_\_

Schedule: \_\_\_\_\_

Estimated fee: \$ \_\_\_\_\_

Task 2: \_\_\_\_\_ . (Describe in paragraph form.)

Deliverable: \_\_\_\_\_

Schedule: \_\_\_\_\_

Estimated fee: \$ \_\_\_\_\_

Total estimated fee: \$ \_\_\_\_\_ or

Total estimated fee not to exceed: \$ \_\_\_\_\_ or

Lump sum fee: \$ \_\_\_\_\_

(Identify fees per task if the proposal is to be a time and materials estimated fee contract. Identify a lump sum fee if not.)

*Schedule*

Consultant will work out a schedule of deliverables with the client.

or

Consultant will perform work according to the schedule identified above.

*Payment*

(Include all that apply.)

*Estimated fees:* Fees noted "estimated" are estimates only. Consultant will bill on a time plus expenses basis according to the attached fee schedule. Total billings may be higher or lower than that estimated.

*Lump sum:* Fees noted as "lump sum" will be billed monthly based on an estimated percentage of completeness.

*Estimated fees, not to exceed:* Consultant will bill on a time plus expenses basis according to the attached fee schedule. Total billings shall not exceed the total maximum billable amount of the contract unless explicit approval has been given by the client for additional services and related costs.

*Additional Services*

Consultant will provide additional services, above and beyond the scope presented above, with explicit approval from the client. Fees will be based on the fee schedule attached to this contract.

*Special Conditions (Delete if unnecessary.)*

The following special conditions apply to this scope of work:

- 1.
- 2.
- 3.

(If necessary list out what your proposal does *not* include, or your assumptions used in preparing the scope and fees, or what you must get from the client or others in order to do the work as proposed.)

*Attachments*

Consulting Contract Short Form  
Fee Schedule for Consultants and Support Services  
General Terms and Conditions

*Valid Period*

This contract is valid for a period of one year from the date appearing at the top of page one.

*Approval*

In signing the attached Consulting Contract Short Form each party agrees to abide by all terms and conditions presented in this document and the defined attachments. Please sign and return *two* original copies to consultant. One original with signatures from both parties will be sent back to you.

We thank you the opportunity to provide these services on your project.

\_\_\_\_\_  
Signature of consultant

\_\_\_\_\_  
Title of consultant

\_\_\_\_\_  
Acceptance signature of consultant proposal—signature of client

Date \_\_\_\_\_