

**Columbia River**  
Honor. Protect. Restore.

OFFICE  
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Toppenish, WA 98948

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## Request for Bids: 2016—Big Valley South Fish Habitat Enhancement Project

November 20, 2015

Dear Contractor:

The Yakama Nation's Upper Columbia Habitat Restoration Project is requesting bids for construction of the Big Valley South Fish Habitat Enhancement Project. The project will involve all work elements and specifications found in the Project Plans and Special Provisions attached to this bid packet.

This project is scheduled for implementation in July 2016. A pre bid walkthrough was completed in April 2015 and we will **NOT** be conducting an additional walkthrough this spring. By the close of business on **December 22, 2015**, each contractor must have completed and submitted a signed copy of the Big Valley South Fish Habitat Enhancement Project bid documents to be eligible for award of this contract. Please specify in writing on the bid sheets that all bid prices will be valid for at least 90 days. All bid materials must be either hand delivered, sent by parcel delivery service or postal mail to:

**Yakama Nation**  
**Attn: Jackie Olney, Big Valley Project**  
**PO Box 151**  
**Toppenish WA, 98948**  
**(Shipping address: 401 Fort Road, Toppenish, WA 98948)**

The project will be conducted within the permitted in-water work window: July 1, 2016 through July 31, 2016. Preference will be to begin construction at Sites A, B and C later in July (weather permitting) to coincide with low flow river conditions for ease of access across the river, coffering and environmental compliance. The winning contractor will understand the magnitude of this project and be equipped to perform all necessary work elements for a project of this type within a critical habitat stream. The winning contractor will have extensive experience in the following: building cofferdams, de-watering following NMFS fish screening protocols, constructing engineered log structures, excavating engineered channels and minimizing local disturbance.

**All contractors submitting bids for this project shall provide and/or demonstrate, at a minimum, the following:**

- *A complete bid sheet.*
- *A list of experienced equipment operators that will be on-site during project construction. Please provide details of their work on in-stream habitat enhancement structures within the past several years.*
- *A detailed Project Approach including at a minimum the construction timeline of proposed project sequencing, estimated beginning and end dates for each work element and demonstrate project completion within the permitting work window.*
- *Describe your experience and provide examples of your ability to create dewatered work areas through the use of the coffering technique you are proposing for each site. A cofferdam and surface water diversion plan should be submitted with the bid documents.*
- *A list of key pieces of heavy equipment that will be used in the construction of the project and associated standby prices per day.*

**Please Note:**

- All equipment working within 50 feet of the Methow River are required to be outfitted with biodegradable hydraulic fluid.
- Awarded contractor must provide “san-i-can” service. Please note that these projects are pending Permitting and final landowner permission.
- This project has adopted by reference in the Engineer's Planset the 2014 Washington State Department of Transportation (WSDOT) Standard Specifications for Road, Bridge, and Municipal Construction. Please download a digital copy of the WSDOT 2014 Standard Specifications from <http://www.wsdot.wa.gov/publications/manuals/fulltext/M41-10/SS2014.pdf> .
- Sub-contracting will not be permitted under this contract
- The Yakama Nation is exempt from state taxes on this project. Please see the attached Treaty Fishery Exempt Cover Letter and Treaty Fishery Exempt Certificate. The winning contractor will receive signed copies for their records.
- Davis Bacon Wages Apply to this contract. The winning contractor will adhere to the Davis Bacon Rules and comply and submit all necessary paperwork to the Yakama nation.

The attached Scope of Work (Exhibit A) provides an overview of the scope of work likely to be incorporated into the awarded contract. Please make note of specific provisions provided in this Scope of Work that may be in addition to the Special Provisions and directions found in the Project Planset.

Please note that this project is pending on permitting and final landowner permission.

For questions regarding the site visits or bid materials, please contact me.

Sincerely,

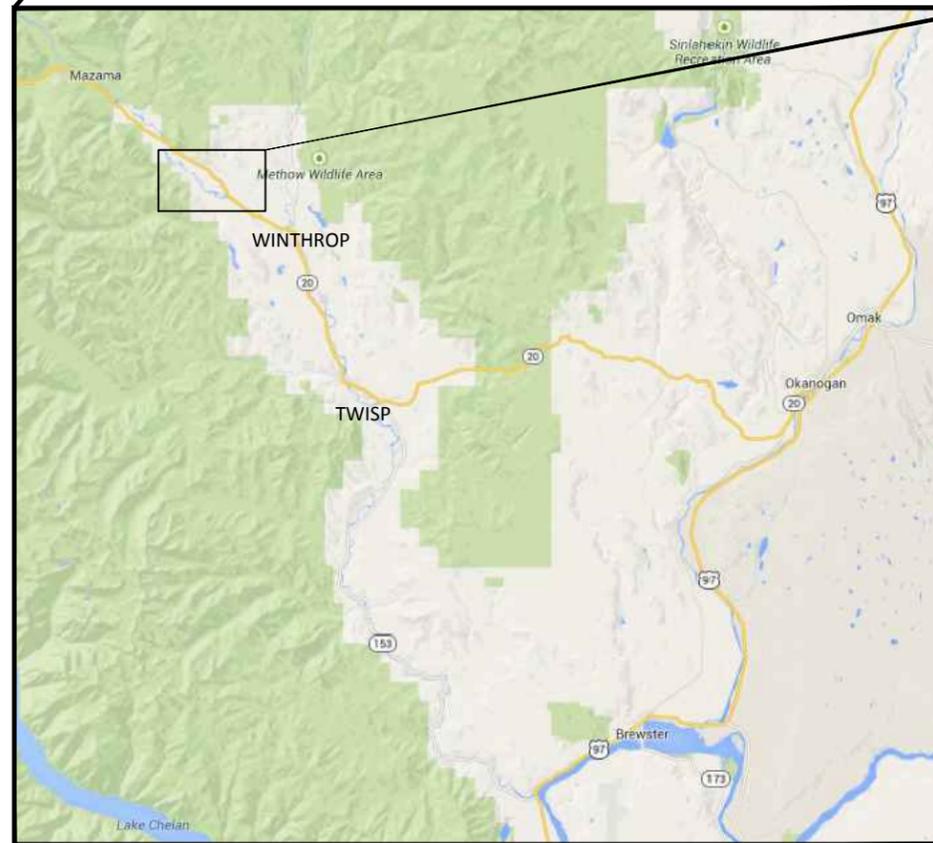


Jarred Johnson  
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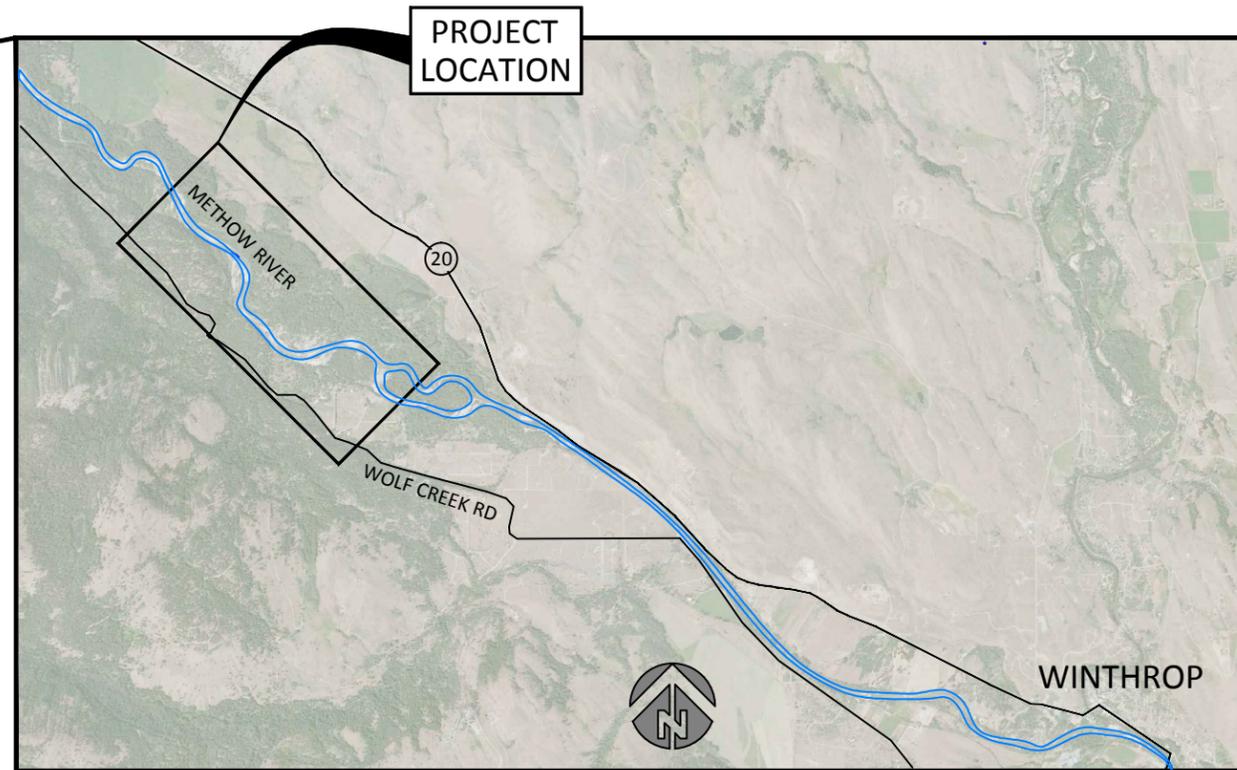
# METHOW RIVER - BIG VALLEY SOUTH FISH HABITAT ENHANCEMENT PROJECT



YAKAMA NATION FISHERIES  
2 JOHNSON LANE  
WINTHROP WA, 98862



**VICINITY MAP**  
NOT TO SCALE



**SITE MAP**  
SCALE - 1" = 5000'

UPSTREAM END OF PROJECT AREA:  
LATITUDE 120°17'16.8" W  
LONGITUDE 48°30'55.4" N  
SECTION 25, TOWNSHIP 35N, RANGE 20E

DOWNSTREAM END OF PROJECT AREA:  
LATITUDE 120°16'11.1" W  
LONGITUDE 48°30'20.2" N  
SECTION 25, TOWNSHIP 35N, RANGE 21E

WATERBODY: METHOW RIVER

TRIBUTARY OF: COLUMBIA RIVER

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NO.	DATE	REVISION DESCRIPTION

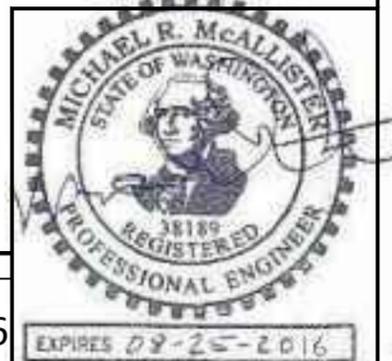
CP,DF	MM,MB,CM	MM,MB
DRAWN	DESIGNED	CHECKED
MM,MB	04/02/15	13-02-29
APPROVED	DATE	PROJECT

CONFEDERATED TRIBES AND BANDS OF THE YAKAMA NATION  
METHOW RIVER - BIG VALLEY SOUTH  
FISH HABITAT ENHANCEMENT PROJECT



COVER, SHEET INDEX  
& VICINITY MAPS

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THE CONTRACTOR SHALL ATTEND A PRE-CONSTRUCTION MEETING WITH OWNER AND OWNER'S REPRESENTATIVE PRIOR TO MOBILIZING TO SITE AND BEGINNING CONSTRUCTION.

ALL WORK SHALL CONFORM TO THE CURRENT EDITIONS OF STANDARD PLANS AND SPECIFICATIONS OF THE WASHINGTON STATE DEPARTMENT OF TRANSPORTATION (WSDOT), AND LOCAL STANDARDS UNLESS INDICATED OTHERWISE BY THE CONTRACT DOCUMENTS. IN CASE OF A CONFLICT BETWEEN THE REGULATORY STANDARDS OR SPECIFICATIONS, THE MORE STRINGENT WILL PREVAIL.

## WDFW IN-WATER WORK PERIODS

WORK SHALL OCCUR DURING THE PERMITTED IN-WATER WORK PERIOD STATED IN THE HYDRAULIC PROJECT APPROVAL.

## EXISTING DATA

TOPOGRAPHIC DATA WAS COLLECTED BY INTER-FLUVE USING RTK AND TOTAL STATION IN NOVEMBER, 2013.

HORIZONTAL DATUM: STATE PLANE NAD83 WASHINGTON NORTH  
VERTICAL DATUM: NAVD88

HYDROLOGY INFORMATION PROVIDED BY USBR.

HYDRAULIC MODELING BY INTER-FLUVE USING USACE HEC-RAS (4.1.0).

GIS DATA INCLUDING: AERIAL PHOTOGRAPHY, LIDAR, FISH USE, SURFACE SOILS INFORMATION, LAND OWNERSHIP, AND TRANSPORTATION ROUTES PROVIDED BY VARIOUS AGENCIES.

## SOILS

SUBSURFACE SOILS ARE EXPECTED TO BE SAND, GRAVEL, COBBLES, BOULDERS. CONTRACTOR SHALL CONDUCT OWN INVESTIGATIONS IF ADDITIONAL DATA IS REQUIRED AT NO ADDITIONAL COST.

## UTILITIES

THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR HAVING UTILITIES LOCATED PRIOR TO CONSTRUCTION ACTIVITIES.

THE CONTRACTOR SHALL CALL (800-424-5555) FOR UTILITY LOCATE PRIOR TO CONSTRUCTION

THE CONTRACTOR SHALL IMMEDIATELY CONTACT THE AFFECTED UTILITY SERVICE TO REPORT ANY DAMAGED OR DESTROYED UTILITIES.

THE CONTRACTOR SHALL PROVIDE EQUIPMENT AND LABOR TO AID THE EFFECTED UTILITY SERVICE IN REPAIRING DAMAGED OR DESTROYED UTILITIES AT NO ADDITIONAL COST.

## CONSTRUCTION STAKING

PRIOR TO CONSTRUCTION, THE OWNER WILL FLAG EQUIPMENT ENTRY AND EXIT POINTS, STREAM CROSSING ALIGNMENTS, STAGING AND STOCKPILE AREAS, AND SENSITIVE AREAS TO BE AVOIDED. THE OWNER WILL PROVIDE STAKING OF PROJECT LIMITS, GRADE STAKES, AND ELEVATION CONTROL POINTS. SOME FIELD ADJUSTMENTS TO THE LINES AND GRADES ARE TO BE EXPECTED.

CONTRACTOR SHALL MEET WITH THE OWNER AND OWNER'S REPRESENTATIVE TO DEFINE AND MARK LIMITS OF DISTURBANCE PRIOR TO MOBILIZATION OF EQUIPMENT OR MATERIALS ONTO THE SITE.

THE CONTRACTOR SHALL REPLACE DAMAGED OR DESTROYED CONSTRUCTION STAKES AT NO ADDITIONAL COST.

## CONSTRUCTION MATERIALS

ALL MATERIALS QUANTITIES ARE BASED ON IN-PLACE CONDITION DETERMINED BY A PRE-PROJECT CONDITION SURVEY COMPARED AGAINST A PROJECT CONDITION SURVEY

CONTRACTOR SHALL ALLOW FOR EXPANSION OF EXCAVATED MATERIAL AND COMPACTION OF PLACED MATERIAL AT NO ADDITIONAL MEASURE OR COST. MEASUREMENT AND PAYMENT SHALL NOT BE BASED ON WEIGHT TICKETS OR TRUCK MEASURE WITHOUT PRIOR WRITTEN APPROVAL.

LOCATION, ALIGNMENT, AND ELEVATION OF LOGS AND LOGS WITH ROOT WADS ARE SUBJECT TO ADJUSTMENT BASED ON FIELD CONDITIONS, AND MATERIAL SIZE.

ANY EXCESS MATERIAL SHALL BE STOCKPILED NEATLY IN AN APPROVED LOCATION OF THE STOCKPILE AND STAGING AREA. AT COMPLETION OF WORK, THE MATERIAL SHALL BECOME THE PROPERTY OF THE CONTRACTOR AND SHALL BE REMOVED FROM THE SITE FOR LEGAL DISPOSAL.

## CONSTRUCTION ACCESS

CONTRACTOR SHALL SUBMIT AN ACCESS, STAGING, AND STOCKPILE PLAN TO THE OWNER'S REPRESENTATIVE FOR APPROVAL PRIOR TO MOBILIZATION.

PUBLIC ACCESS TO/ALONG ROADWAYS SHALL BE MAINTAINED AT ALL TIMES.

THE CONTRACTOR IS SOLELY RESPONSIBLE FOR OBTAINING ANY REQUIRED TRAFFIC CONTROL OR ACCESS PERMITS.

THE CONTRACTOR IS SOLELY RESPONSIBLE FOR PROVIDING ANY REQUIRED TRAFFIC CONTROL INCLUDING, BUT NOT LIMITED TO, SIGNAGE AND FLAGGERS.

ALL EQUIPMENT, MATERIALS AND PERSONNEL SHALL REMAIN WITHIN THE LIMITS OF DISTURBANCE.

THE CONTRACTOR SHALL KEEP THE WORK AREAS IN NEAT CONDITION, FREE OF DEBRIS AND LITTER FOR THE DURATION OF THE PROJECT.

CONTRACTOR SHALL IMPLEMENT MEASURES TO CONTROL AND MINIMIZE WIND BLOWN DUST FROM THE SITE.

ALL DISTURBED AREAS INCLUDING ROADS, DRIVEWAYS AND ACCESS ROUTES SHALL BE RESTORED TO ORIGINAL CONDITION OR BETTER AT NO ADDITIONAL COST.

EXISTING ROADS AND PATHS SHALL BE PREFERENTIALLY USED, AND THE NUMBER AND LENGTH OF TEMPORARY ACCESS ROUTES THROUGH RIRARIAN AREAS SHALL BE MINIMIZED TO LESSEN IMPACTS TO SOIL AND VEGETATION. WHERE VEGETATION REMOVAL IS REQUIRED, VEGETATION SHALL BE CUT AT GROUND LEVEL (NOT GRUBBED) AND CAST TO THE SIDE.

AT PROJECT COMPLETION, TEMPORARY ACCESS ROUTES SHALL BE RESTORED BY DECOMPACTING THE SURFACE, RESHAPING TO MATCH ORIGINAL CONTOUR, AND PULLING ANY NEARBY WOODY DEBRIS AND REMOVED VEGETATION ONTO THE SURFACE.

## STAGING AND STOCKPILE AREAS

STAGING AND STOCKPILE AREAS WILL BE FLAGGED BY THE OWNER. STAGING AREAS USED FOR CONSTRUCTION EQUIPMENT STORAGE, VEHICLE STORAGE, FUELING, SERVICING, AND HAZARDOUS MATERIAL STORAGE SHALL BE 50 FEET OR MORE FROM ANY NATURAL WATER BODY OR WETLAND. NATURAL MATERIALS MAY BE STOCKPILED NEAR INSTALLATION AREAS.

A FUELING STATION SHALL BE SET UP IN A DESIGNATED AREA IN ORDER TO MINIMIZE RIVER CROSSINGS. 500 GALLONS OF FUEL SHALL BE STORED AT THE FUELING STATION. CONTRACTOR SHALL INSTALL AN IMPERMEABLE CONTAINMENT BASIN WITH SIDES SO THAT 500 GALLONS PLUS 6" FREEBOARD CAN BE CONTAINED IN THE EVENT OF A LEAK.

## TREE SALVAGE

ALL TREES AND SLASH REMOVED FOR CONSTRUCTION SHALL TEMPORARILY BE STOCKPILED WITHIN LIMITS OF DISTURBANCE. STOCKPILED TREE/SLASH SHALL BE REINCORPORATED INTO FINISHED PROJECT.

ANY REMOVED VEGETATION GREATER THAN 6 INCHES DIAMETER AND 15 FEET LONG SHALL BE INCORPORATED INTO LOG STRUCTURES. CONTRACTOR IS RESPONSIBLE FOR REMOVING SMALLER CLEARING AND GRUBBING DEBRIS FROM THE SITE AND DISPOSING AT A LEGAL LOCATION AT THE END OF THE PROJECT UNLESS DIRECTED BY THE OWNER'S REPRESENTATIVE.

ALL TREES REMOVED WITHIN CLEARING LIMITS SHALL BE REMOVED WHOLE WITH ROOT WAD AND UTILIZED IN THE STREAM CONSTRUCTION AS DIRECTED BY OWNER'S REPRESENTATIVE.

## LIVE TREES

ALL TREES NOT MARKED FOR REMOVAL SHALL BE LEFT STANDING UNDISTURBED. AVOID THE DRIPLINE IF POSSIBLE. CONSTRUCTION ACTIVITY SHALL NOT DEBARK OR DAMAGE LIVE TREES.

## FISH RESCUE

ALL FISH RESCUE EFFORTS SHALL BE SUPERVISED BY A YAKAMA NATION FISHERIES/AQUATIC BIOLOGIST EXPERIENCED WITH THE COLLECTION AND HANDLING OF SALMONID FISHES FROM CONSTRUCTION SITES.

ALL FISH TRAPPED IN RESIDUAL POOLS WITHIN THE PROJECT AREA WILL BE CAREFULLY COLLECTED BY SEINE AND/OR DIP NETS AND PLACED IN CLEAN TRANSFER CONTAINERS WITH ADEQUATE VOLUME OF FRESH RIVER WATER.

CAPTURED FISH SHALL BE IMMEDIATELY RELEASED INTO RIVER AT AREAS SELECTED BY A YNF BIOLOGIST.

SUMMARY OF QUANTITIES								
CONSTRUCTION ITEMS	UNITS	SITE - A	SITE - B	SITE - C	SITE - D	SITE - E	SITE - F	TOTALS
CUT	C.Y.	2295	-	295 <sup>(1)</sup>	910 <sup>(2)</sup>	370	-	3870
FILL	C.Y.	2590 <sup>(1)</sup>	-	-	510	770 <sup>(2)</sup>	-	3870
LOG WITH ROOTS	PIECES	100	5	9	28	7	-	149
LOGS	PIECES				8	-	-	8
TIMBER PILES	PIECES	60	11	16	6	7	54	154
TEMPORARY COFFER DAM	L.F.	400	-	80	120	70	-	670
REMOVE RIPRAP	C.Y.	-	-	-	120 <sup>(3)</sup>	-	-	120
REMOVE STRUCTURE	C.Y.	-	-	-	400 <sup>(3)</sup>	3 <sup>(3)</sup>	-	403

- HAUL EXCAVATED MATERIAL FROM SITE-C TO SITE-A TO BURY SITE-A LOG STRUCTURES.
- EXCAVATED MATERIAL AT SITE D TO BE USED TO BACKFILL LOG STRUCTURE. HAUL EXCESS MATERIAL TO SITE E FOR DITCH FILL.
- HAUL TO LEGAL OFF-SITE DISPOSAL AREA UNLESS DIRECTED OTHERWISE BY THE OWNER.

\*APPROXIMATE CONSTRUCTION QUANTITIES ARE FOR INFORMATIONAL PURPOSES ONLY, AND ARE NOT TO BE USED AS BASIS FOR COMPENSATION FOR WORK MEASURED AND PAID AS "LUMP SUM". EARTHWORK VOLUMES ARE "IN-PLACE" AND NOT ADJUSTED FOR EXPANSION OR COMPACTION.

### ABBREVIATIONS

TYP	TYPICAL
APPROX	APPROXIMATE
MH	MANHOLE
STA	STATION
NTS	NOT TO SCALE
ELEV	ELEVATION
CL	CENTERLINE
XS	CROSS SECTION
MIN	MINIMUM
MAX	MAXIMUM
LWD	LARGE WOODY DEBRIS (LOGS)
OHW	ORDINARY HIGH WATERLINE
CFS	CUBIC FEET PER SECOND
GPM	GALLONS PER MINUTE
LBS	POUNDS
IN	INCHES
FT	FEET
LF	LINEAL FEET
SF	SQUARE FEET
SY	SQUARE YARDS
CY	CUBIC YARDS
AC	ACRES
OC	ON CENTER
PLS	PURE LIVE SEED
TESC	TEMPORARY EROSION AND SEDIMENT CONTROL
SWPPP	STORMWATER POLLUTION PREVENTION PLAN

1	04/02/15	30% SUBMITTAL
NO.	DATE	REVISION DESCRIPTION

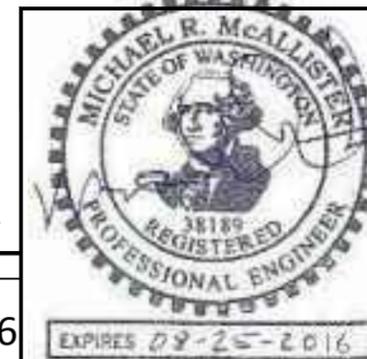
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APPROVED	DATE	PROJECT

CONFEDERATED TRIBES AND BANDS OF THE YAKAMA NATION  
METHOW RIVER - BIG VALLEY SOUTH  
FISH HABITAT ENHANCEMENT PROJECT



GENERAL NOTES

SHEET  
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## EROSION/SEDIMENTATION CONTROL (ESC) PLAN

THE EROSION AND SEDIMENT CONTROL (ESC) PLAN PROVIDED IS FOR INFORMATIONAL PURPOSES ONLY, THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR PROVIDING EROSION CONTROL MEASURES TO COMPLY WITH APPLICABLE REGULATIONS.

THE RECOMMENDATIONS FOR AN ESC PLAN INCLUDED HEREIN WILL PROVIDE A GUIDELINE FOR THE CONTRACTOR TO DEVELOP AND IMPLEMENT AN ESC PLAN.

- THE IMPLEMENTATION OF AN ESC PLAN AND THE CONSTRUCTION, MAINTENANCE, REPLACEMENT, AND UPGRADING OF THESE ESC FACILITIES IS THE RESPONSIBILITY OF THE CONTRACTOR UNTIL ALL CONSTRUCTION IS COMPLETED AND APPROVED AND VEGETATION/LANDSCAPING IS ESTABLISHED.
- THE BOUNDARIES OF THE CLEARING LIMITS SHOWN ON THIS PLAN SHALL BE CLEARLY FLAGGED IN THE FIELD PRIOR TO CONSTRUCTION. DURING THE CONSTRUCTION PERIOD, NO DISTURBANCE BEYOND THE FLAGGED CLEARING LIMITS SHALL BE PERMITTED. THE FLAGGING SHALL BE MAINTAINED BY THE CONTRACTOR FOR THE DURATION OF CONSTRUCTION.
- ESC FACILITIES AS APPROXIMATELY SHOWN ON THIS PLAN ARE TO BE CONSTRUCTED PRIOR TO CLEARING AND GRADING ACTIVITIES, AND IN SUCH A MANNER AS TO ENSURE THAT SEDIMENT AND SEDIMENT-LADEN WATER DO NOT ENTER SURFACE WATERS, THE DRAINAGE SYSTEM, OR VIOLATE APPLICABLE WATER STANDARDS.
- THE ESC FACILITIES SHOWN ON THIS PLAN ARE THE MINIMUM REQUIREMENTS FOR ANTICIPATED SITE CONDITIONS. DURING THE CONSTRUCTION PERIOD, THESE ESC FACILITIES SHALL BE UPGRADED AS NEEDED AT NO ADDITIONAL COST FOR UNEXPECTED STORM EVENTS AND TO ENSURE THAT SEDIMENT AND SEDIMENT-LADEN WATER DO NOT LEAVE THE SITE.
- THE ESC FACILITIES SHALL BE INSPECTED DAILY BY THE CONTRACTOR AND MAINTAINED AS NECESSARY TO ENSURE THEIR CONTINUED FUNCTIONING.
- THE ESC FACILITIES ON INACTIVE SITES SHALL BE INSPECTED AND MAINTAINED A MINIMUM OF ONCE A MONTH OR WITHIN THE 24 HOURS FOLLOWING A STORM EVENT.
- STABILIZED CONSTRUCTION ENTRANCES AND ADDITIONAL MEASURES MAY BE REQUIRED AND SHALL BE MAINTAINED FOR THE DURATION OF THE PROJECT TO ENSURE ALL ACCESS ROADS ARE KEPT CLEAN AT NO ADDITIONAL COST.

## INSPECTION AND MAINTENANCE

ALL ESC FACILITIES SHALL BE INSPECTED, MAINTAINED, AND REPAIRED AS NEEDED TO ASSURE CONTINUED PERFORMANCE OF THEIR INTENDED FUNCTION. ALL ESC FACILITIES SHALL BE INSPECTED DAILY AND WITHIN 24 HOURS AFTER ANY STORM EVENT GREATER THAN 0.5 INCHES OF RAIN PER 24 HOUR PERIOD AND AFTER EVENTS EXCEEDING 2 HOURS DURATION.

## CONTRACTOR'S ESC RECORD

WEEKLY REPORTS SUMMARIZING THE SCOPE OF INSPECTIONS, THE PERSONNEL CONDUCTING THE INSPECTION, THE DATE(S) OF THE INSPECTION, MAJOR OBSERVATIONS RELATING TO THE IMPLEMENTATION OF THE CONTRACTOR'S EROSION AND SEDIMENT CONTROL PLAN, AND ACTIONS TAKEN AS A RESULT OF THESE INSPECTIONS SHALL BE PREPARED AND RETAINED ON SITE BY THE CONTRACTOR. IN ADDITION, A RECORD OF THE FOLLOWING DATES SHALL BE INCLUDED IN THE REPORTS:

- WHEN MAJOR GRADING ACTIVITIES OCCUR.
- DATES OF RAINFALL EVENTS EITHER EXCEEDING 2 HOURS DURATION OR MORE THAN 0.5 INCHES/24 HOURS.
- WHEN CONSTRUCTION ACTIVITIES TEMPORARILY OR PERMANENTLY CEASE ON SITE, OR ON A PORTION OF THE SITE.
- WHEN STABILIZATION MEASURES ARE INITIATED FOR PORTIONS OF THE SITE.
- ESC RECORDS SHALL BE MADE AVAILABLE TO THE OWNER AND OWNER'S REPRESENTATIVE ON REQUEST AND SHALL BE PROVIDED FOR REVIEW AND APPROVAL PRIOR TO APPLICATION FOR PAYMENT.

## STABILIZE SOILS AND PROTECT SLOPES

FROM MAY 1 THROUGH SEPTEMBER 30, ALL EXPOSED SOILS SHALL BE PROTECTED FROM EROSION BY MULCHING, HYDROSEED COVERING, OR OTHER APPROVED MEASURES WITHIN THREE DAYS OF GRADING. SOILS SHALL BE STABILIZED BEFORE A WORK SHUTDOWN, HOLIDAY OR WEEKEND IF NEEDED BASED ON THE WEATHER FORECAST. SOIL STOCKPILES MUST BE STABILIZED AND PROTECTED WITH SEDIMENT TRAPPING MEASURES.

DESIGN, CONSTRUCT, AND PHASE CUT AND FILL SLOPES IN A MANNER THAT WILL MINIMIZE EROSION. REDUCE SLOPE RUNOFF VELOCITIES ON DISTURBED SLOPES BY PROVIDING TEMPORARY BARRIERS. DIVERT OFFSITE STORMWATER SO THAT IT REMAINS SEPARATE FROM ONSITE STORMWATER.

## AFTER FINAL SITE STABILIZATION

ALL TEMPORARY EROSION AND SEDIMENTATION CONTROL MEASURES SHALL BE REMOVED WITHIN 30 DAYS AFTER FINAL SITE STABILIZATION IS ACHIEVED OR AFTER THE TEMPORARY BEST MANAGEMENT PRACTICES (BPMs) ARE NO LONGER NEEDED. TRAPPED SEDIMENT SHALL BE REMOVED FROM THE SITE OR INCORPORATED INTO FINISHED GRADING. DISTURBED SOIL AREAS RESULTING FROM REMOVAL SHALL BE PERMANENTLY STABILIZED

## CONSTRUCTION DEWATERING

TEMPORARY COFFERDAMS SHALL BE USED TO ISOLATE IN-CHANNEL EXCAVATION AREAS FROM THE RIVER.

DEWATERING OF IN-CHANNEL WORK AREAS SHALL OCCUR CONCURRENT WITH FISH RESCUE. CONTRACTOR SHALL COORDINATE WITH THE YAKAMA NATION FISHERIES FOR FISH RESCUE. CONTRACTOR SHALL PROVIDE YAKAMA FISHERIES AMPLE TIME TO SCHEDULE FISH RESCUE. IF DIVERSION FAILS DUE TO CONTRACTOR NEGLIGENCE, FISH RESCUE SHALL BE REPEATED BY YAKAMA FISHERIES CREWS AT CONTRACTOR'S EXPENSE.

IF ADDITIONAL PUMPING IS REQUIRED TO DEWATER DURING CONSTRUCTION, PUMPED DISCHARGE SHALL RELEASE SEDIMENT-LADEN WATER AT AN UPLAND DISCHARGE LOCATION IN A MANNER THAT DOES NOT CAUSE EROSION, CONTAMINATION OR INCREASE TURBIDITY OF SURFACE WATERS. (SEE CONSTRUCTION DEWATERING).

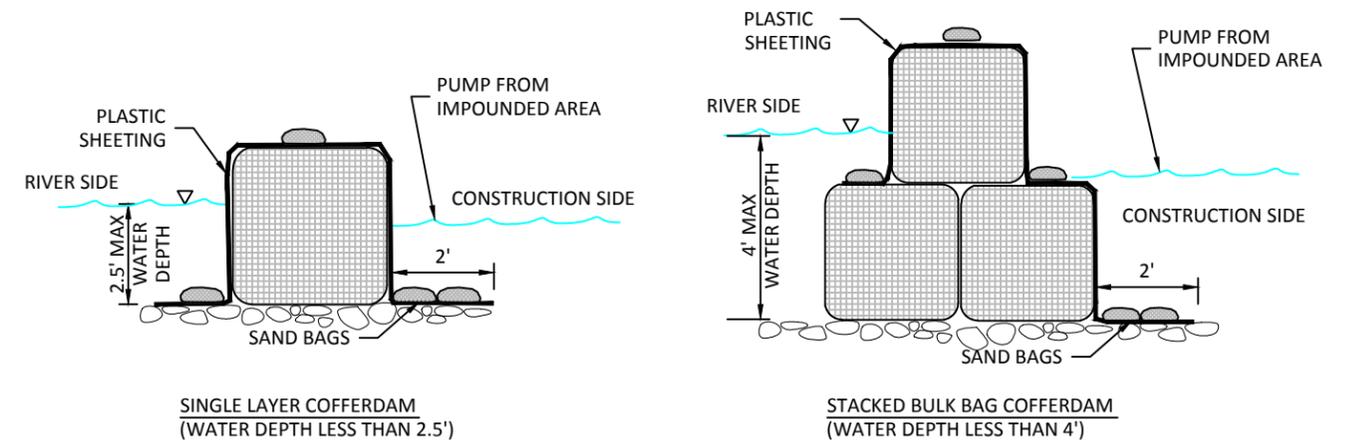
OWNER'S REPRESENTATIVE SHALL APPROVE DEWATERING DISCHARGE LOCATION PRIOR TO IMPLEMENTATION.

CONTRACTOR SHALL PERFORM CONSTRUCTION DEWATERING IN SUCH A MANNER AS TO AVOID THE RELEASE OF SEDIMENT-LADEN WATER TO SURFACE WATERS. SEDIMENT LADEN WATER MAY BE PUMPED TO AN UPLAND DISCHARGE LOCATION AND ALLOWED TO SHEET FLOW THROUGH EXISTING VEGETATION BEFORE INFILTRATING INTO THE GROUND. IF THIS METHOD IS NOT SUFFICIENT TO PREVENT RETURN OF TURBID WATER TO THE RIVER, A 'DIRT-BAG' OR SEDIMENT RETENTION STRUCTURE MAY BE REQUIRED AS NECESSARY TO COMPLY WITH LAWS AND PERMIT REQUIREMENTS AT NO ADDITIONAL COST TO THE OWNER.

CONTRACTOR SHALL PROVIDE PLASTIC SHEETING OR GEOTEXTILE LINER OR PLYWOOD OR METAL PLATING AS NECESSARY TO DISSIPATE PUMP DISCHARGE JET TO PREVENT EROSION.

## EQUIPMENT

BIODEGRADABLE HYDRAULIC FLUID SHALL BE USED IN EACH EXCAVATOR WORKING WITHIN LIVE WATER. MECHANIZED EQUIPMENT AND VEHICLES SHALL BE INSPECTED DAILY FOR LEAKS, AND CLEANED THOROUGHLY BEFORE OPERATION NEAR WATER.



SINGLE LAYER COFFERDAM  
(WATER DEPTH LESS THAN 2.5')

STACKED BULK BAG COFFERDAM  
(WATER DEPTH LESS THAN 4')

TEMPORARY COFFERDAM DETAILS  
NOT TO SCALE

## BULK BAG NOTES:

- BULK BAG COFFERDAM SHALL BE CONSTRUCTED OF SEVERAL UNITS OF BULK BAGS FILLED WITH WASHED GRAVEL, AND ABUTTED SIDE BY SIDE TO CREATE A ROW THAT ISOLATES THE CONSTRUCTION SITE FROM THE RIVER.
- IF WATER DEPTH EXCEEDS 85% OF THE BULK BAG HEIGHT, AN ADDITIONAL TOP ROW OF BULK BAGS SHALL BE INSTALLED, SUPPORTED BY TWO BOTTOM ROWS OF BULK BAGS.
- BULK BAG COFFERDAM SHALL BE SEALED BY COVERING THE COFFERDAM WITH PLASTIC SHEETING HELD IN PLACE BY STANDARD SANDBAGS PLACED IN ROWS ON TOP OF COFFERDAM, AND AT TOE OF COFFERDAM. THE PLASTIC SHEETING SHALL BE DRAPED ALONG THE CHANNEL BOTTOM ON THE WORK AREA SIDE OF THE COFFERDAM WITH OUTWARD EDGE OF SHEETING MINIMUM 4-FEET FROM TOE OF COFFERDAM. THE DRAPED PORTION OF PLASTIC SHEETING SHALL BE PINNED TO THE CHANNEL BED BY MINIMUM TWO ROWS OF STANDARD SANDBAGS.
- THE OUTWARD EDGE OF PLASTIC SHEETING ON WORK AREA SIDE SHALL BE TOED INTO THE CHANNEL BED MINIMUM 1-FT. TOEING IN THE OUTWARD EDGE OF PLASTIC SHEETING SHALL OCCUR AFTER THE COFFERDAM IS CLOSED TO PREVENT TURBIDITY RELEASE TO THE WATERWAY.
- IF POSSIBLE, THE COFFERDAM SHALL BE EXTENDED ONTO A GRAVEL BAR AND OUT OF THE WATER. IF THE END MUST BE TERMINATED AT THE RIVERBANK, THE COFFERDAM SHALL BE TIGHTLY SEALED TO THE GROUND BY PLASTIC SHEETING AND STANDARD SANDBAGS. MULTIPLE LAYERS OF SANDBAGS MAY BE REQUIRED TO FORM A WATERTIGHT SEAL.
- BULK BAGS SHALL BE WATERPROOF CUBE-SHAPED POLYPROPYLENE WOVEN FABRIC BAGS WITH FULLY OPEN TOP, FLAT BOTTOM, FOUR LOOPS, MINIMUM 2-TON WEIGHT CAPACITY, MINIMUM 5:1 SAFETY FACTOR.
- PLASTIC SHEETING SHALL BE MINIMUM 6-MIL THICKNESS. ROLL LENGTH SHALL BE LONG ENOUGH TO ENSURE THAT ENTIRE LENGTH OF COFFERDAM WILL BE COVERED WITHOUT A SEAM. MINIMUM 12-FT WIDE ROLL SHALL BE USED FOR SINGLE LAYER BULK BAG COFFERDAM. MINIMUM 16-FT WIDE ROLL SHALL BE USED FOR 2-LAYER STACKED BULK BAG COFFERDAM.
- IN THE EVENT OF LEAKS THROUGH OR UNDER THE COFFERDAM, CONTRACTOR SHALL PROVIDE PUMPING SUFFICIENT TO PULL DOWN THE WATER SURFACE IN THE IMPOUNDED AREA TO THE DEGREE THAT LEAKAGE IS INTO THE IMPOUNDED AREA AND NOT OUT OF IT. NO TURBIDITY SHALL BE ALLOWED TO EXIT THE DAM. PUMP DISCHARGE SHALL BE TO AREAS THAT ALLOW SEEPAGE INTO THE GROUND OR TOTAL FILTRATION OF TURBIDITY BEFORE RE-ENTERING THE RIVER.
- BULK BAG COFFERDAM SHALL BE COMPLETELY REMOVED AFTER CONSTRUCTION IS COMPLETED AND TURBIDITY HAS BEEN REMOVED.
- ALTERNATE COFFERDAM MATERIALS AND CONFIGURATIONS MAY BE ALLOWED BUT SHALL NOT BE IMPLEMENTED WITHOUT REVIEW AND APPROVAL BY THE OWNER OR OWNER'S REPRESENTATIVE. CONTRACTOR SHALL PROVIDE SHOP DRAWINGS AND/OR VENDOR CUT SHEETS FOR SUBSTITUTIONS.
- IF NECESSARY, GAPS BETWEEN BULK BAGS SHALL BE FILLED WITH WASHED STREAM GRAVEL TO IMPROVE COFFERDAM SEAL. STREAM GRAVEL MAY REMAIN IN RIVER.

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NO.	DATE	REVISION DESCRIPTION

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DRAWN	DESIGNED	CHECKED
MM,MB	04/02/15	13-02-29
APPROVED	DATE	PROJECT

CONFEDERATED TRIBES AND BANDS OF THE YAKAMA NATION  
METHOW RIVER - BIG VALLEY SOUTH  
FISH HABITAT ENHANCEMENT PROJECT

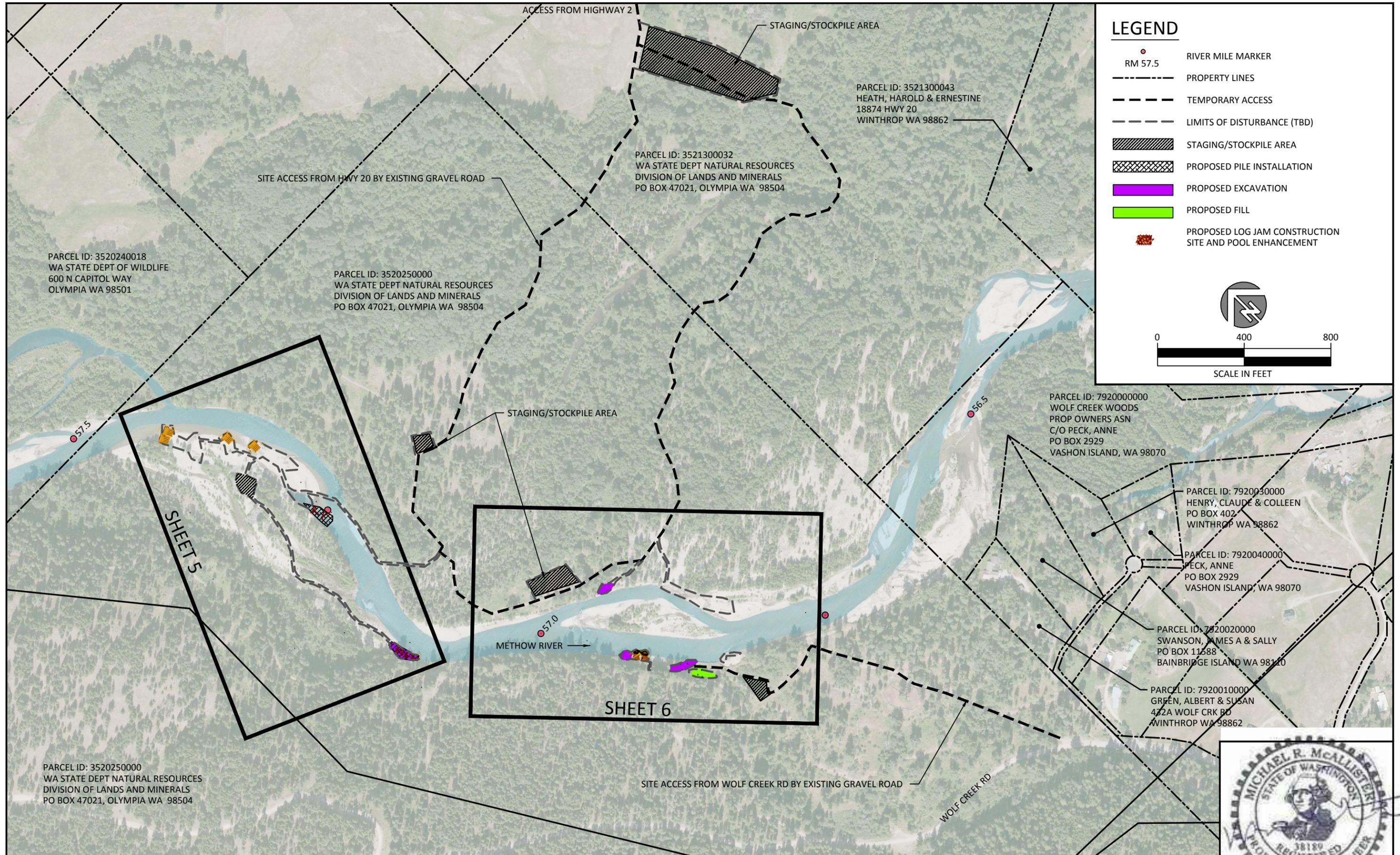


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EROSION CONTROL &  
GENERAL NOTES

SHEET  
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### LEGEND

- RIVER MILE MARKER
- PROPERTY LINES
- TEMPORARY ACCESS
- LIMITS OF DISTURBANCE (TBD)
- STAGING/STOCKPILE AREA
- PROPOSED PILE INSTALLATION
- PROPOSED EXCAVATION
- PROPOSED FILL
- PROPOSED LOG JAM CONSTRUCTION SITE AND POOL ENHANCEMENT

SCALE IN FEET

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**METHOW RIVER - BIG VALLEY SOUTH**  
**FISH HABITAT ENHANCEMENT PROJECT**

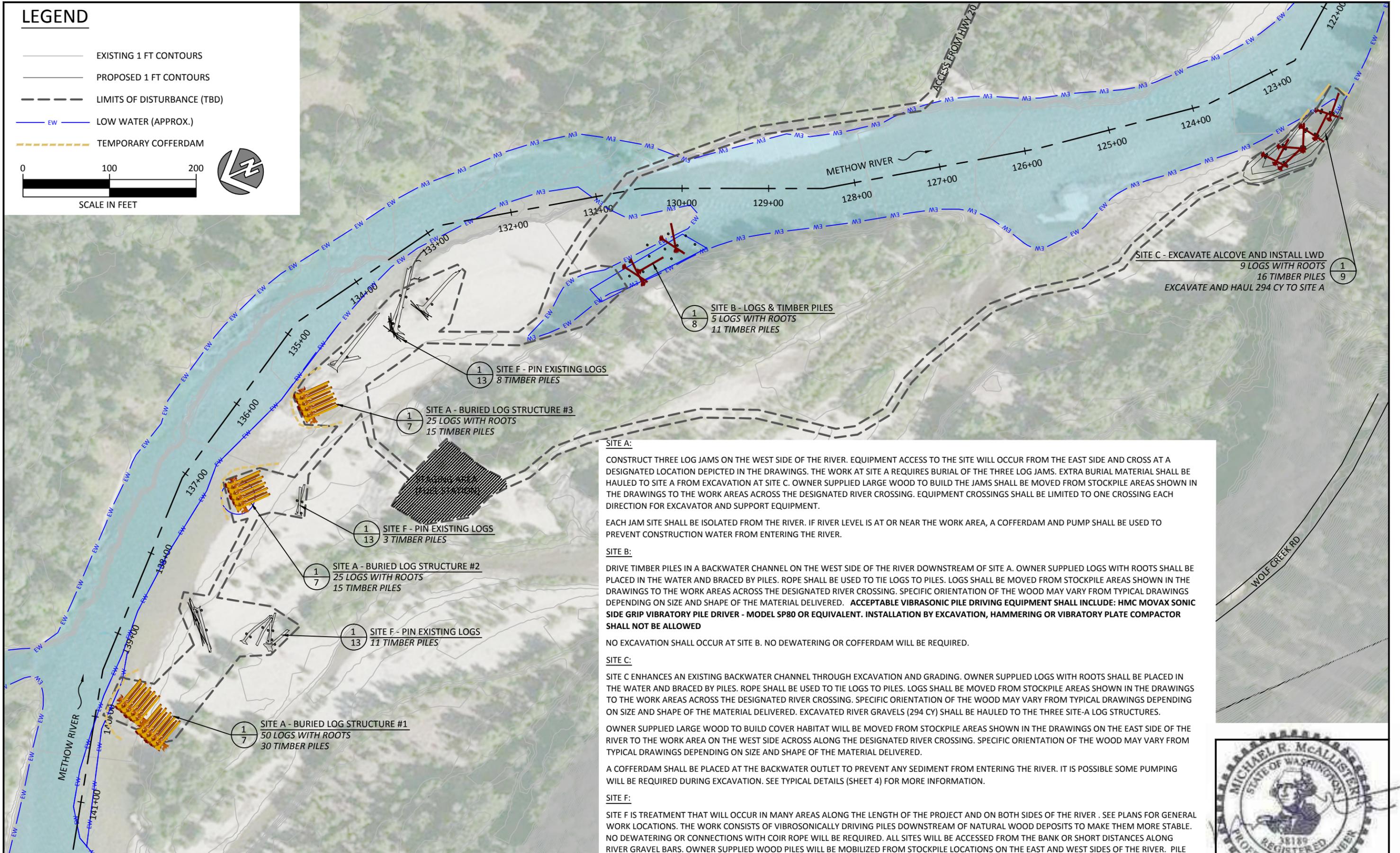
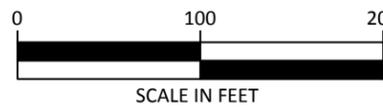
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**PROPERTY OWNERSHIP &**  
**PROPOSED PROJECT AREAS**

SHEET  
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**LEGEND**

- EXISTING 1 FT CONTOURS
- PROPOSED 1 FT CONTOURS
- - - LIMITS OF DISTURBANCE (TBD)
- EW — LOW WATER (APPROX.)
- - - TEMPORARY COFFERDAM



**SITE C - EXCAVATE ALCOVE AND INSTALL LWD**  
 9 LOGS WITH ROOTS  
 16 TIMBER PILES  
 EXCAVATE AND HAUL 294 CY TO SITE A

**SITE B - LOGS & TIMBER PILES**  
 5 LOGS WITH ROOTS  
 11 TIMBER PILES

**SITE F - PIN EXISTING LOGS**  
 8 TIMBER PILES

**SITE A - BURIED LOG STRUCTURE #3**  
 25 LOGS WITH ROOTS  
 15 TIMBER PILES

**SITE F - PIN EXISTING LOGS**  
 3 TIMBER PILES

**SITE A - BURIED LOG STRUCTURE #2**  
 25 LOGS WITH ROOTS  
 15 TIMBER PILES

**SITE F - PIN EXISTING LOGS**  
 11 TIMBER PILES

**SITE A - BURIED LOG STRUCTURE #1**  
 50 LOGS WITH ROOTS  
 30 TIMBER PILES

**SITE A:**  
 CONSTRUCT THREE LOG JAMS ON THE WEST SIDE OF THE RIVER. EQUIPMENT ACCESS TO THE SITE WILL OCCUR FROM THE EAST SIDE AND CROSS AT A DESIGNATED LOCATION DEPICTED IN THE DRAWINGS. THE WORK AT SITE A REQUIRES BURIAL OF THE THREE LOG JAMS. EXTRA BURIAL MATERIAL SHALL BE HAULED TO SITE A FROM EXCAVATION AT SITE C. OWNER SUPPLIED LARGE WOOD TO BUILD THE JAMS SHALL BE MOVED FROM STOCKPILE AREAS SHOWN IN THE DRAWINGS TO THE WORK AREAS ACROSS THE DESIGNATED RIVER CROSSING. EQUIPMENT CROSSINGS SHALL BE LIMITED TO ONE CROSSING EACH DIRECTION FOR EXCAVATOR AND SUPPORT EQUIPMENT.

EACH JAM SITE SHALL BE ISOLATED FROM THE RIVER. IF RIVER LEVEL IS AT OR NEAR THE WORK AREA, A COFFERDAM AND PUMP SHALL BE USED TO PREVENT CONSTRUCTION WATER FROM ENTERING THE RIVER.

**SITE B:**  
 DRIVE TIMBER PILES IN A BACKWATER CHANNEL ON THE WEST SIDE OF THE RIVER DOWNSTREAM OF SITE A. OWNER SUPPLIED LOGS WITH ROOTS SHALL BE PLACED IN THE WATER AND BRACED BY PILES. ROPE SHALL BE USED TO TIE LOGS TO PILES. LOGS SHALL BE MOVED FROM STOCKPILE AREAS SHOWN IN THE DRAWINGS TO THE WORK AREAS ACROSS THE DESIGNATED RIVER CROSSING. SPECIFIC ORIENTATION OF THE WOOD MAY VARY FROM TYPICAL DRAWINGS DEPENDING ON SIZE AND SHAPE OF THE MATERIAL DELIVERED. **ACCEPTABLE VIBRASONIC PILE DRIVING EQUIPMENT SHALL INCLUDE: HMC MOVAX SONIC SIDE GRIP VIBRATORY PILE DRIVER - MODEL SP80 OR EQUIVALENT. INSTALLATION BY EXCAVATION, HAMMERING OR VIBRATORY PLATE COMPACTOR SHALL NOT BE ALLOWED**

NO EXCAVATION SHALL OCCUR AT SITE B. NO DEWATERING OR COFFERDAM WILL BE REQUIRED.

**SITE C:**  
 SITE C ENHANCES AN EXISTING BACKWATER CHANNEL THROUGH EXCAVATION AND GRADING. OWNER SUPPLIED LOGS WITH ROOTS SHALL BE PLACED IN THE WATER AND BRACED BY PILES. ROPE SHALL BE USED TO TIE LOGS TO PILES. LOGS SHALL BE MOVED FROM STOCKPILE AREAS SHOWN IN THE DRAWINGS TO THE WORK AREAS ACROSS THE DESIGNATED RIVER CROSSING. SPECIFIC ORIENTATION OF THE WOOD MAY VARY FROM TYPICAL DRAWINGS DEPENDING ON SIZE AND SHAPE OF THE MATERIAL DELIVERED. EXCAVATED RIVER GRAVELS (294 CY) SHALL BE HAULED TO THE THREE SITE-A LOG STRUCTURES.

OWNER SUPPLIED LARGE WOOD TO BUILD COVER HABITAT WILL BE MOVED FROM STOCKPILE AREAS SHOWN IN THE DRAWINGS ON THE EAST SIDE OF THE RIVER TO THE WORK AREA ON THE WEST SIDE ACROSS ALONG THE DESIGNATED RIVER CROSSING. SPECIFIC ORIENTATION OF THE WOOD MAY VARY FROM TYPICAL DRAWINGS DEPENDING ON SIZE AND SHAPE OF THE MATERIAL DELIVERED.

A COFFERDAM SHALL BE PLACED AT THE BACKWATER OUTLET TO PREVENT ANY SEDIMENT FROM ENTERING THE RIVER. IT IS POSSIBLE SOME PUMPING WILL BE REQUIRED DURING EXCAVATION. SEE TYPICAL DETAILS (SHEET 4) FOR MORE INFORMATION.

**SITE F:**  
 SITE F IS TREATMENT THAT WILL OCCUR IN MANY AREAS ALONG THE LENGTH OF THE PROJECT AND ON BOTH SIDES OF THE RIVER. SEE PLANS FOR GENERAL WORK LOCATIONS. THE WORK CONSISTS OF VIBRASONICALLY DRIVING PILES DOWNSTREAM OF NATURAL WOOD DEPOSITS TO MAKE THEM MORE STABLE. NO DEWATERING OR CONNECTIONS WITH COIR ROPE WILL BE REQUIRED. ALL SITES WILL BE ACCESSED FROM THE BANK OR SHORT DISTANCES ALONG RIVER GRAVEL BARS. OWNER SUPPLIED WOOD PILES WILL BE MOBILIZED FROM STOCKPILE LOCATIONS ON THE EAST AND WEST SIDES OF THE RIVER. PILE INSTALLATION LOCATIONS WILL BE FIELD DIRECTED BY THE OWNER.

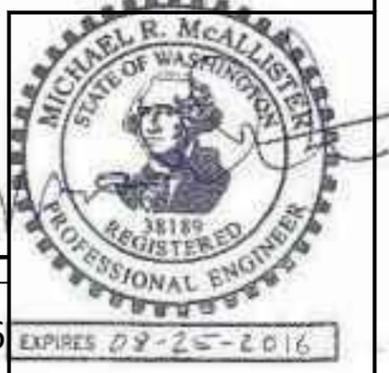
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**METHOW RIVER - BIG VALLEY SOUTH**  
**FISH HABITAT ENHANCEMENT PROJECT**

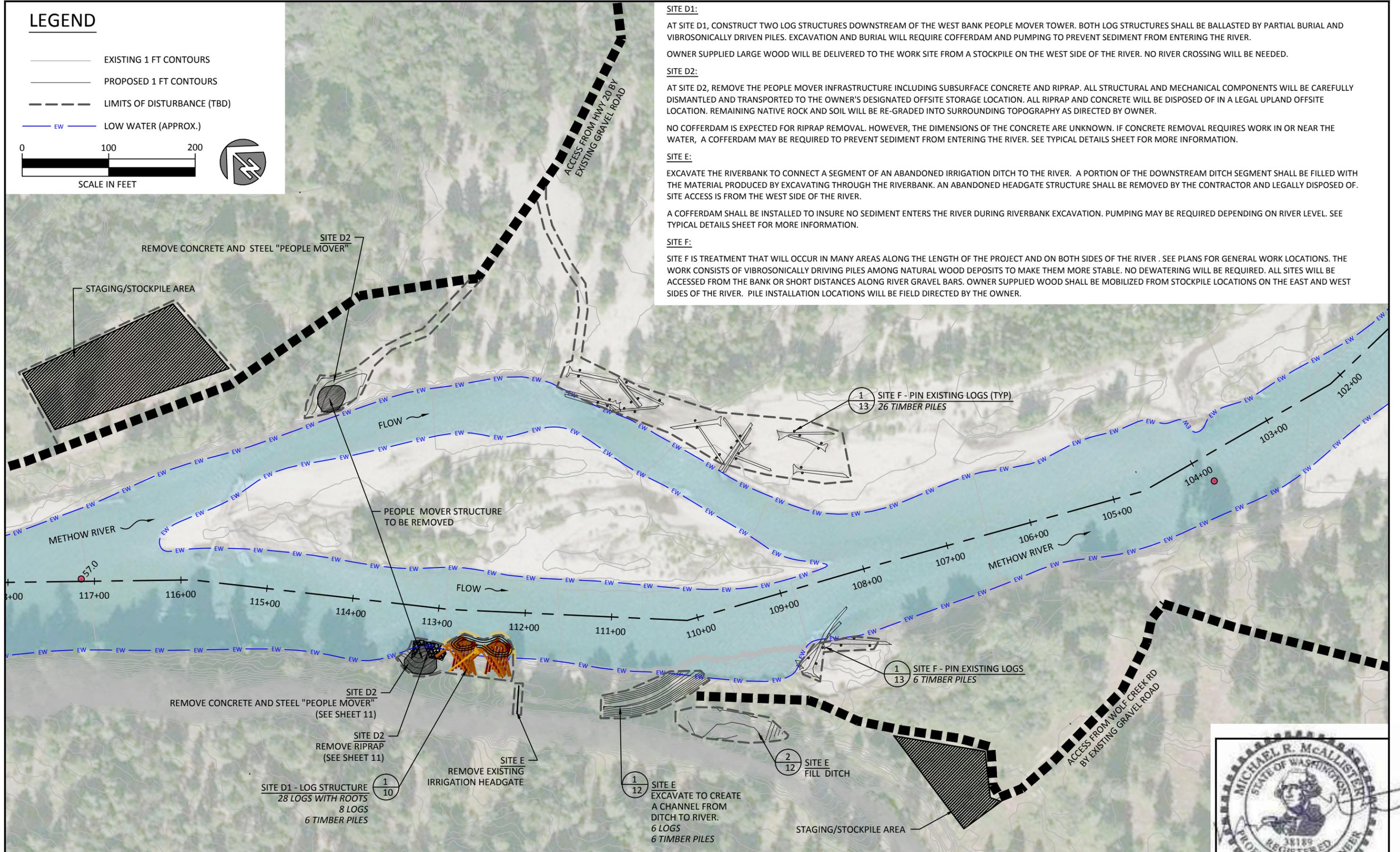
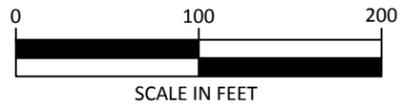


**PLAN VIEW**  
**UPSTREAM SITES**



**LEGEND**

- EXISTING 1 FT CONTOURS
- PROPOSED 1 FT CONTOURS
- - - LIMITS OF DISTURBANCE (TBD)
- EW — LOW WATER (APPROX.)



**SITE D1:**

AT SITE D1, CONSTRUCT TWO LOG STRUCTURES DOWNSTREAM OF THE WEST BANK PEOPLE MOVER TOWER. BOTH LOG STRUCTURES SHALL BE BALLASTED BY PARTIAL BURIAL AND VIBROSONICALLY DRIVEN PILES. EXCAVATION AND BURIAL WILL REQUIRE COFFERDAM AND PUMPING TO PREVENT SEDIMENT FROM ENTERING THE RIVER.

OWNER SUPPLIED LARGE WOOD WILL BE DELIVERED TO THE WORK SITE FROM A STOCKPILE ON THE WEST SIDE OF THE RIVER. NO RIVER CROSSING WILL BE NEEDED.

**SITE D2:**

AT SITE D2, REMOVE THE PEOPLE MOVER INFRASTRUCTURE INCLUDING SUBSURFACE CONCRETE AND RIPRAP. ALL STRUCTURAL AND MECHANICAL COMPONENTS WILL BE CAREFULLY DISMANTLED AND TRANSPORTED TO THE OWNER'S DESIGNATED OFFSITE STORAGE LOCATION. ALL RIPRAP AND CONCRETE WILL BE DISPOSED OF IN A LEGAL UPLAND OFFSITE LOCATION. REMAINING NATIVE ROCK AND SOIL WILL BE RE-GRADED INTO SURROUNDING TOPOGRAPHY AS DIRECTED BY OWNER.

NO COFFERDAM IS EXPECTED FOR RIPRAP REMOVAL. HOWEVER, THE DIMENSIONS OF THE CONCRETE ARE UNKNOWN. IF CONCRETE REMOVAL REQUIRES WORK IN OR NEAR THE WATER, A COFFERDAM MAY BE REQUIRED TO PREVENT SEDIMENT FROM ENTERING THE RIVER. SEE TYPICAL DETAILS SHEET FOR MORE INFORMATION.

**SITE E:**

EXCAVATE THE RIVERBANK TO CONNECT A SEGMENT OF AN ABANDONED IRRIGATION DITCH TO THE RIVER. A PORTION OF THE DOWNSTREAM DITCH SEGMENT SHALL BE FILLED WITH THE MATERIAL PRODUCED BY EXCAVATING THROUGH THE RIVERBANK. AN ABANDONED HEADGATE STRUCTURE SHALL BE REMOVED BY THE CONTRACTOR AND LEGALLY DISPOSED OF. SITE ACCESS IS FROM THE WEST SIDE OF THE RIVER.

A COFFERDAM SHALL BE INSTALLED TO INSURE NO SEDIMENT ENTERS THE RIVER DURING RIVERBANK EXCAVATION. PUMPING MAY BE REQUIRED DEPENDING ON RIVER LEVEL. SEE TYPICAL DETAILS SHEET FOR MORE INFORMATION.

**SITE F:**

SITE F IS TREATMENT THAT WILL OCCUR IN MANY AREAS ALONG THE LENGTH OF THE PROJECT AND ON BOTH SIDES OF THE RIVER. SEE PLANS FOR GENERAL WORK LOCATIONS. THE WORK CONSISTS OF VIBROSONICALLY DRIVING PILES AMONG NATURAL WOOD DEPOSITS TO MAKE THEM MORE STABLE. NO DEWATERING WILL BE REQUIRED. ALL SITES WILL BE ACCESSED FROM THE BANK OR SHORT DISTANCES ALONG RIVER GRAVEL BARS. OWNER SUPPLIED WOOD SHALL BE MOBILIZED FROM STOCKPILE LOCATIONS ON THE EAST AND WEST SIDES OF THE RIVER. PILE INSTALLATION LOCATIONS WILL BE FIELD DIRECTED BY THE OWNER.

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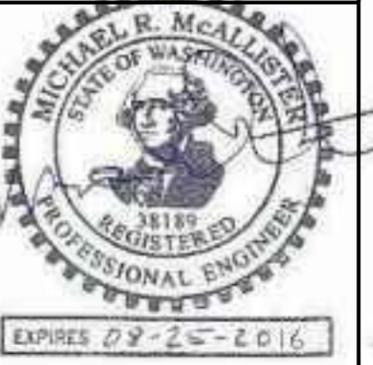
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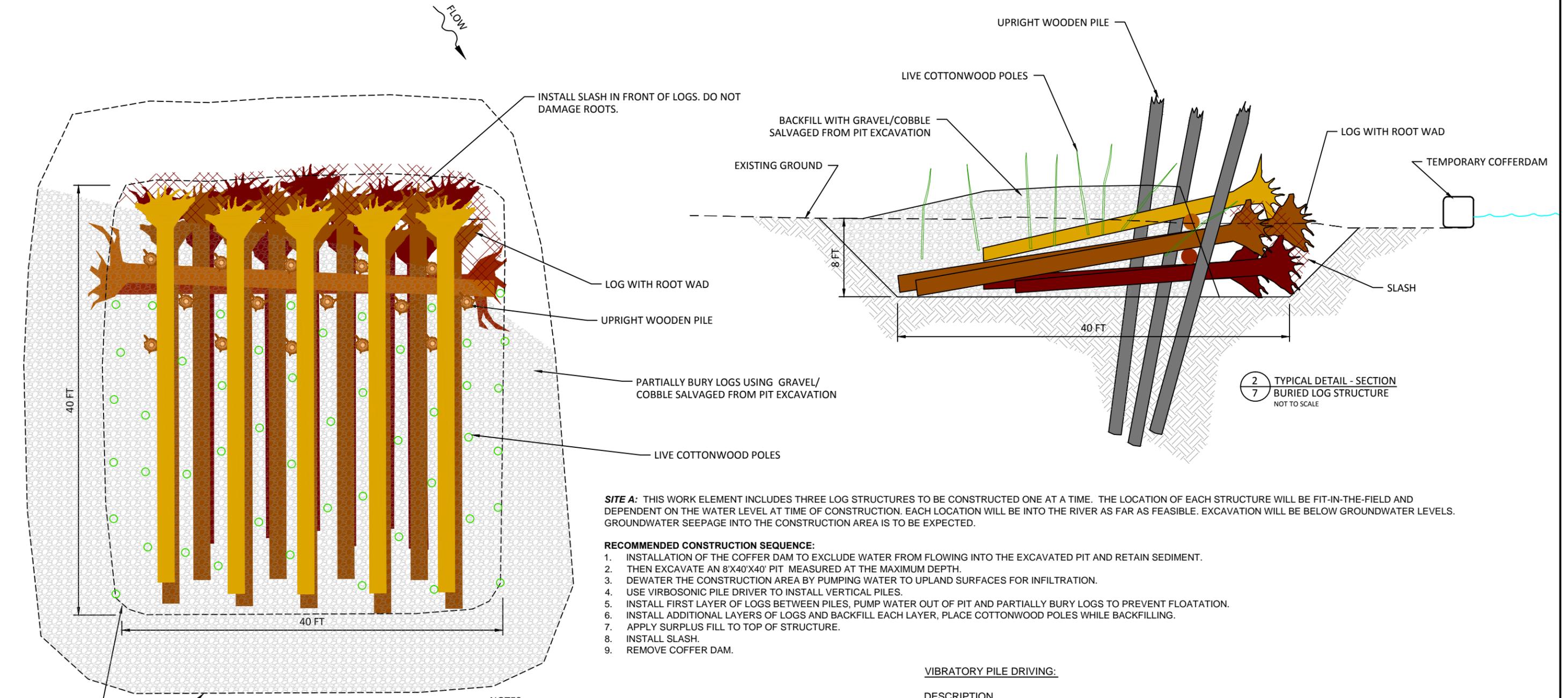
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METHOW RIVER - BIG VALLEY SOUTH  
FISH HABITAT ENHANCEMENT PROJECT

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PLAN VIEW  
DOWNSTREAM SITES

SHEET  
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1  
7  
TYPICAL DETAIL - PLAN  
BURIED LOG STRUCTURE  
NOT TO SCALE

2  
7  
TYPICAL DETAIL - SECTION  
BURIED LOG STRUCTURE  
NOT TO SCALE

**SITE A:** THIS WORK ELEMENT INCLUDES THREE LOG STRUCTURES TO BE CONSTRUCTED ONE AT A TIME. THE LOCATION OF EACH STRUCTURE WILL BE FIT-IN-THE-FIELD AND DEPENDENT ON THE WATER LEVEL AT TIME OF CONSTRUCTION. EACH LOCATION WILL BE INTO THE RIVER AS FAR AS FEASIBLE. EXCAVATION WILL BE BELOW GROUNDWATER LEVELS. GROUNDWATER SEEPAGE INTO THE CONSTRUCTION AREA IS TO BE EXPECTED.

**RECOMMENDED CONSTRUCTION SEQUENCE:**

1. INSTALLATION OF THE COFFER DAM TO EXCLUDE WATER FROM FLOWING INTO THE EXCAVATED PIT AND RETAIN SEDIMENT.
2. THEN EXCAVATE AN 8'X40'X40' PIT MEASURED AT THE MAXIMUM DEPTH.
3. DEWATER THE CONSTRUCTION AREA BY PUMPING WATER TO UPLAND SURFACES FOR INFILTRATION.
4. USE VIBROSONIC PILE DRIVER TO INSTALL VERTICAL PILES.
5. INSTALL FIRST LAYER OF LOGS BETWEEN PILES, PUMP WATER OUT OF PIT AND PARTIALLY BURY LOGS TO PREVENT FLOATAION.
6. INSTALL ADDITIONAL LAYERS OF LOGS AND BACKFILL EACH LAYER, PLACE COTTONWOOD POLES WHILE BACKFILLING.
7. APPLY SURPLUS FILL TO TOP OF STRUCTURE.
8. INSTALL SLASH.
9. REMOVE COFFER DAM.

**NOTES:**

SPECIFIC ORIENTATION OF LOGS AND BALLAST MATERIALS MAY VARY FROM TYPICAL DRAWINGS DEPENDING ON SITE CONDITIONS & SIZE/SHAPE OF MATERIAL DELIVERED OR SALVAGED AT SITE.

LOGS SHALL BE BALLASTED TO RESIST BUOYANCY BY PARTIAL BURIAL AND BRACING TO WOODEN PILES.

**VIBRATORY PILE DRIVING:**

**DESCRIPTION**  
THIS WORK CONSISTS OF INSTALLING LOGS UPRIGHT AS WOODEN PILES WHERE SHOWN ON THE PLANS.  
INSTALLATION SHALL BE WITH VIBRATORY PILE DRIVER.

**MATERIALS**  
WOODEN PILES SHALL BE LOGS WITH 12-18" DIAMETER AT BUTT END AND MINIMUM 10" DIAMETER AT SCALED END. EACH LOG PILE SHALL BE MINIMUM 32' LONG.

**CONSTRUCTION**  
FINAL POSITIONING OF LOG PILES SHALL BE IN THE APPROXIMATE LOCATIONS SHOWN ON THE PLANS.  
EACH PILE SHALL BE INSTALLED BY VIBRATORY PILE DRIVER TO A DEPTH EXCEEDING 13' BELOW BOTTOM OF PIT.

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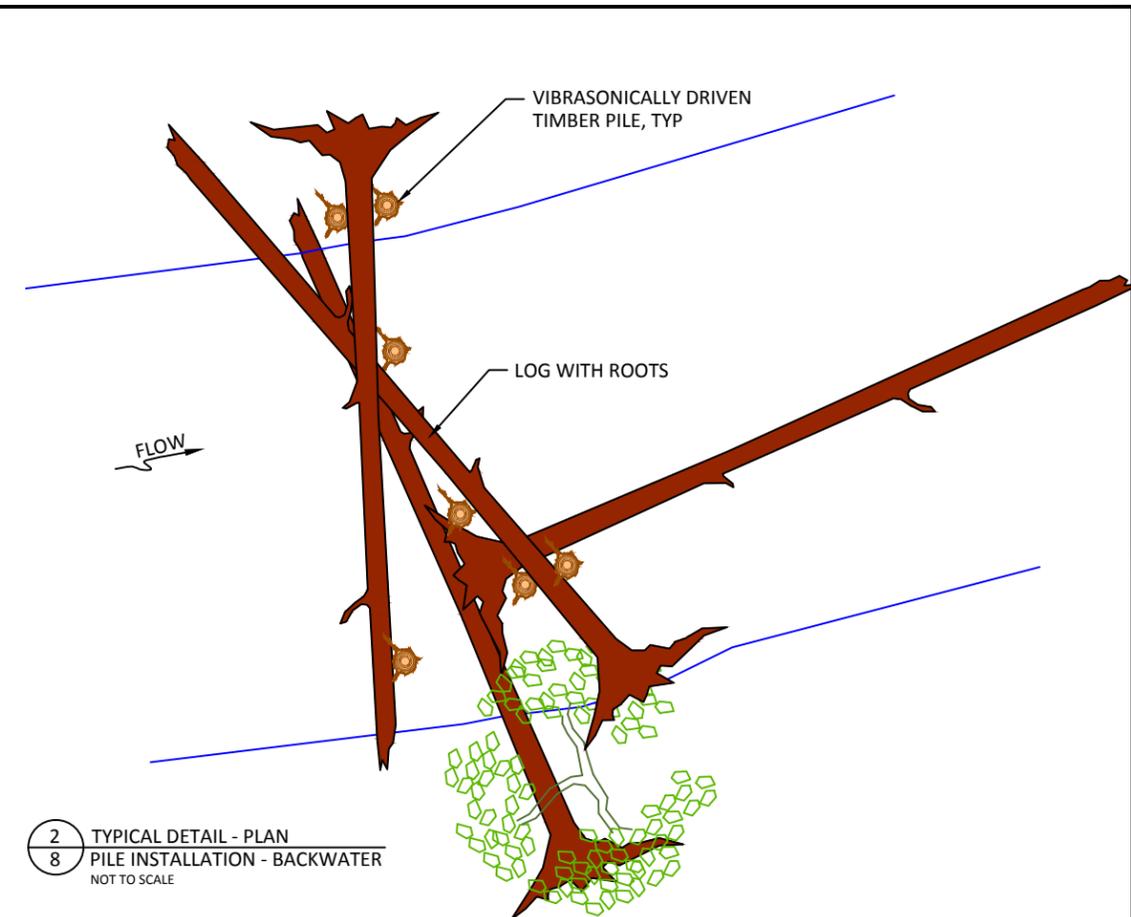
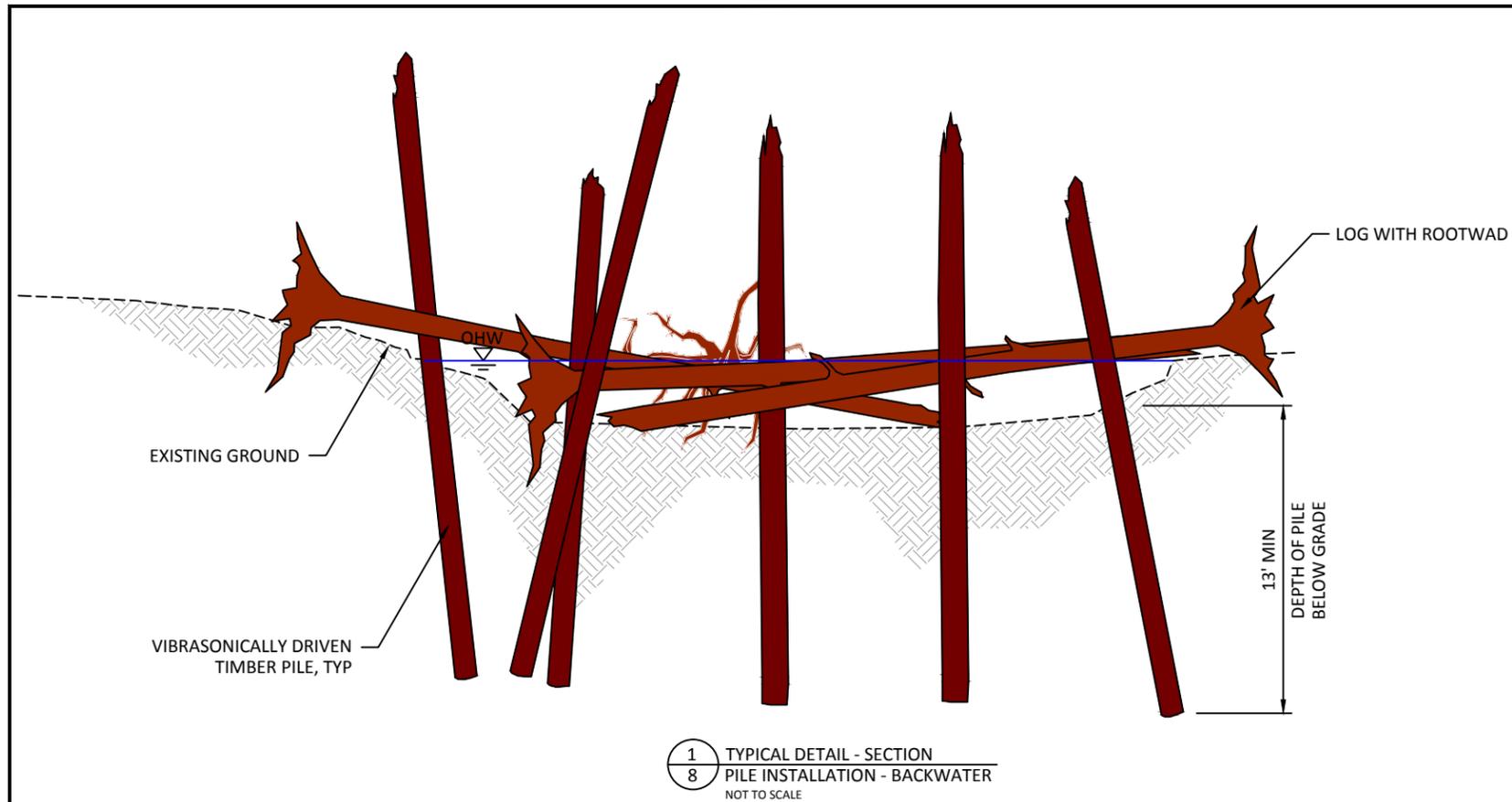
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SITE A - TYPICAL DETAILS  
BURIED LOG JAMS

SHEET  
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**SITE B:** THIS WORK WILL OCCUR BELOW THE LOW WATER ELEVATION IN AN ACTIVE BACKWATER CHANNEL.

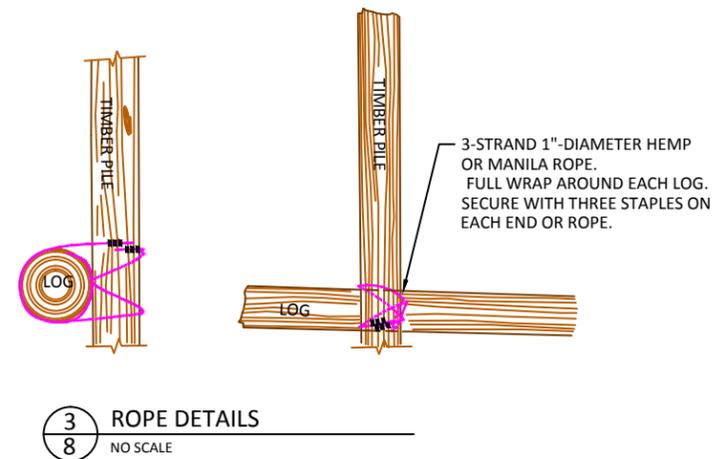
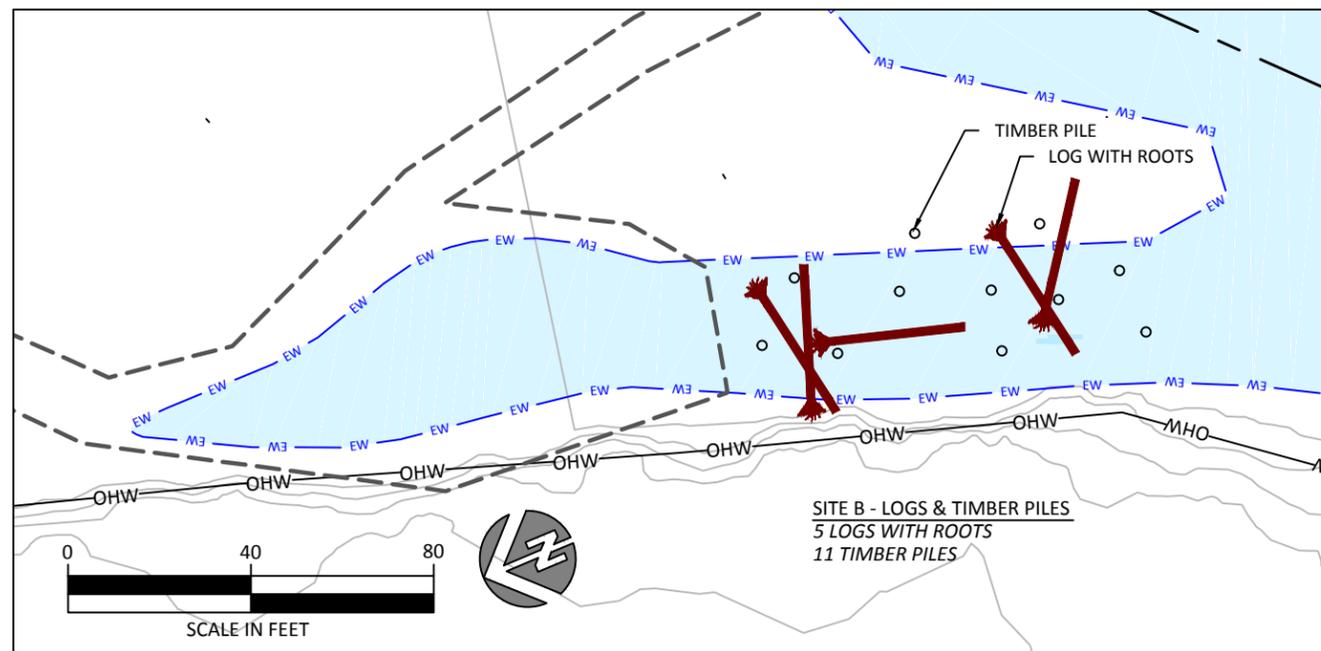
**THE SEQUENCE OF CONSTRUCTION ACTIVITIES WILL BE:**

1. VIBRASONICALLY DRIVE VERTICAL PILES
2. PLACE TREES WITH ROOTWADS ALONG VERTICAL PILES TO BRACE THEM IN PLACE.
3. SECURE LOGS TO PILES USING ROPE. EACH LOG SHALL BE TIES TO AT LEAST ONE PILE.

**NOTES**

SPECIFIC ORIENTATION OF LOGS AND BALLAST MATERIALS MAY VARY FROM TYPICAL DRAWINGS DEPENDING ON SIZE AND SHAPE OF MATERIAL DELIVERED OR SALVAGED.

BRACING TO EXISTING TREES OR INSTALLED VERTICAL LOGS WILL OCCUR AT LOCATIONS IDENTIFIED IN THE FIELD TO PROVIDE HORIZONTAL STABILITY.



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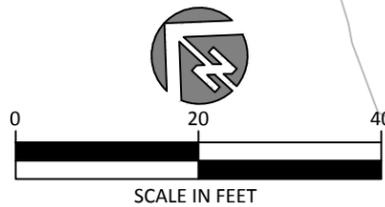
SITE B - TYPICAL DETAILS  
INSTALL LOGS AND  
TIMBER PILES

SHEET  
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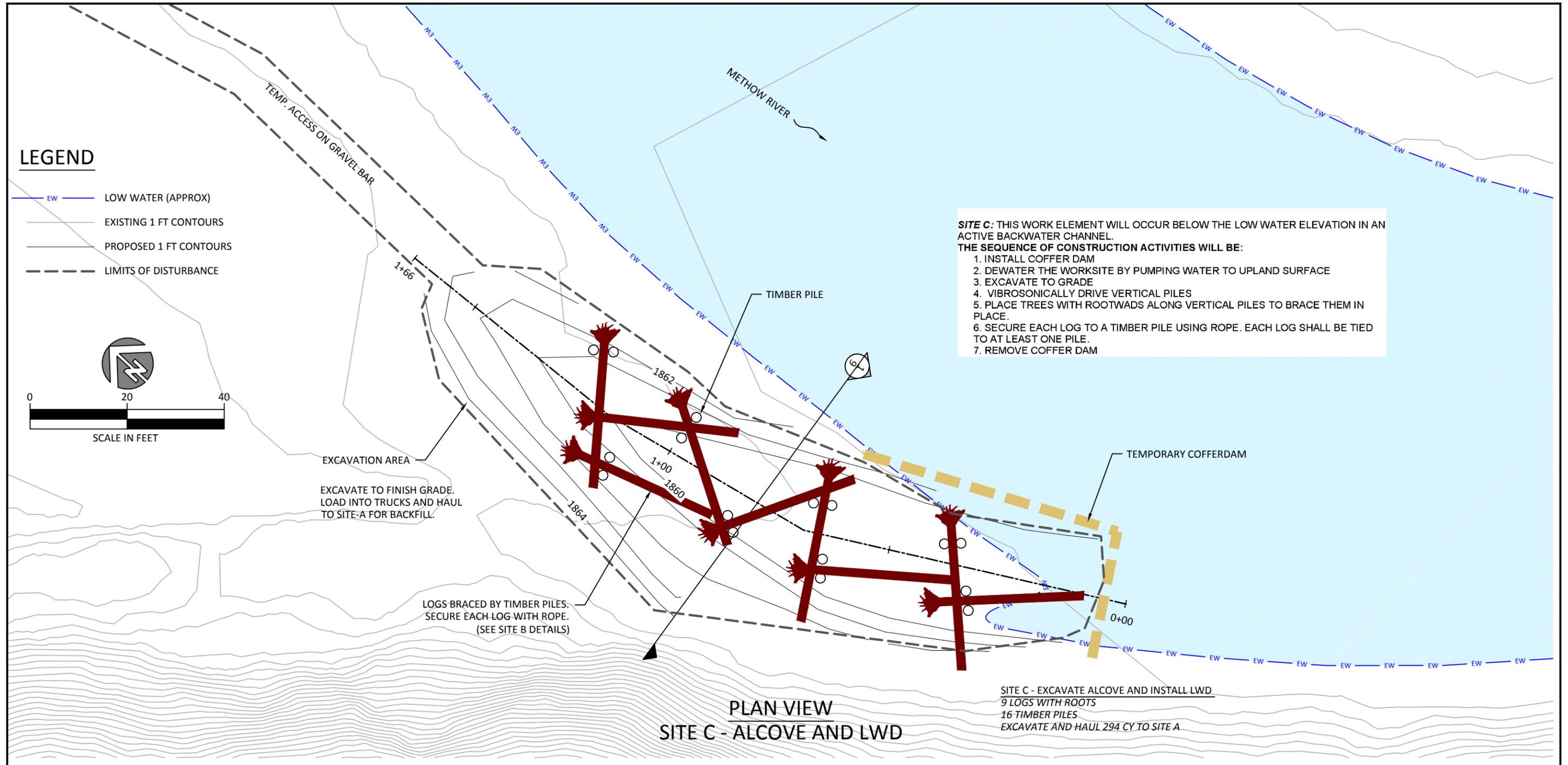
**LEGEND**

-  LOW WATER (APPROX)
-  EXISTING 1 FT CONTOURS
-  PROPOSED 1 FT CONTOURS
-  LIMITS OF DISTURBANCE



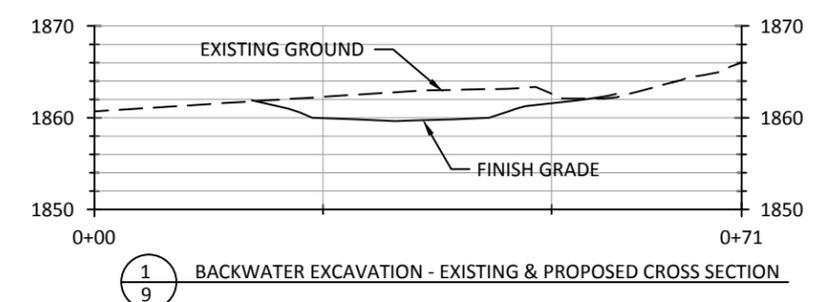
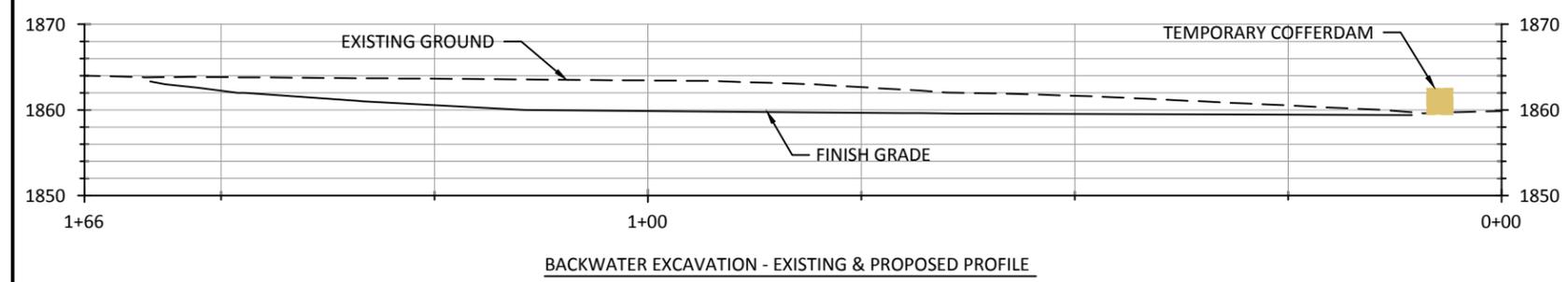
**SITE C:** THIS WORK ELEMENT WILL OCCUR BELOW THE LOW WATER ELEVATION IN AN ACTIVE BACKWATER CHANNEL.  
**THE SEQUENCE OF CONSTRUCTION ACTIVITIES WILL BE:**

1. INSTALL COFFER DAM
2. DEWATER THE WORKSITE BY PUMPING WATER TO UPLAND SURFACE
3. EXCAVATE TO GRADE
4. VIBROSONICALLY DRIVE VERTICAL PILES
5. PLACE TREES WITH ROOTWADS ALONG VERTICAL PILES TO BRACE THEM IN PLACE.
6. SECURE EACH LOG TO A TIMBER PILE USING ROPE. EACH LOG SHALL BE TIED TO AT LEAST ONE PILE.
7. REMOVE COFFER DAM



**PLAN VIEW**  
**SITE C - ALCOVE AND LWD**

SITE C - EXCAVATE ALCOVE AND INSTALL LWD  
 9 LOGS WITH ROOTS  
 16 TIMBER PILES  
 EXCAVATE AND HAUL 294 CY TO SITE A



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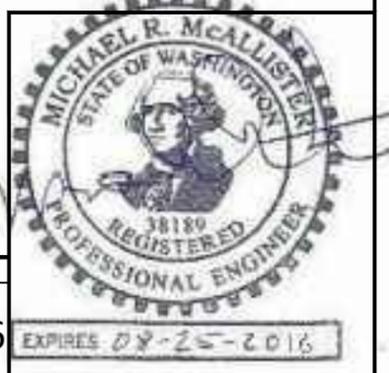
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SITE C - ALCOVE EXCAVATION  
 AND INSTALL LWD

SHEET  
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# LEGEND

- EXISTING 1 FT CONTOURS
- PROPOSED 1 FT CONTOURS
- LIMITS OF DISTURBANCE

# LEGEND

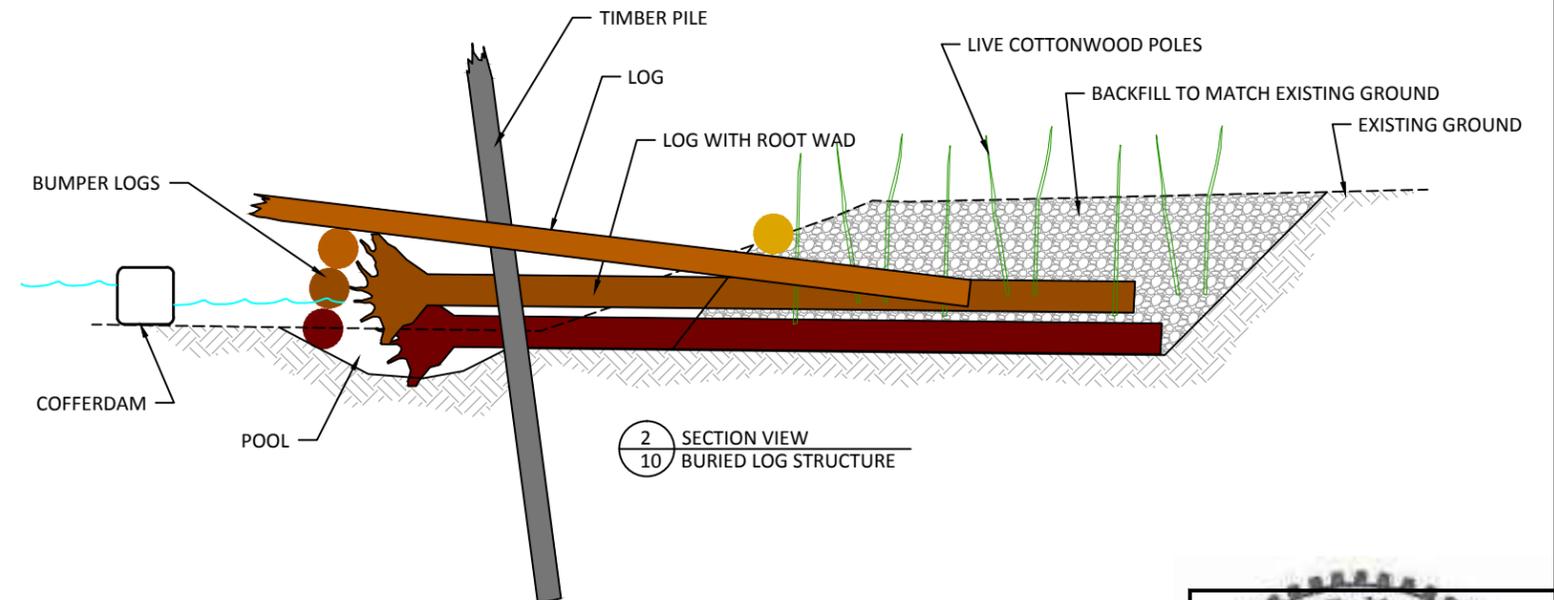
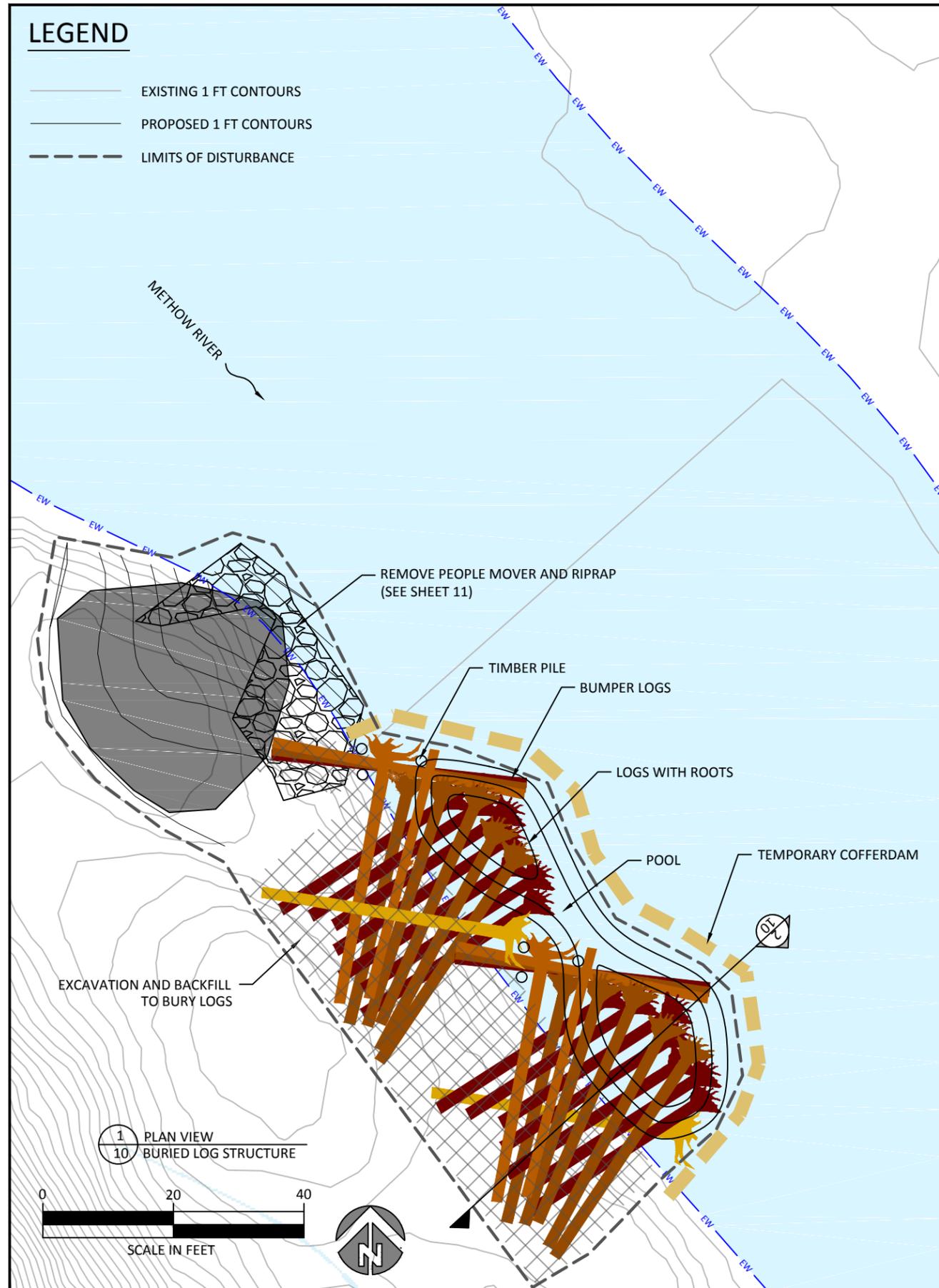
- LOW WATER (APPROX)
- EXISTING 1 FT CONTOURS (LiDAR)
- PROPOSED 1 FT CONTOURS
- LIMITS OF DISTURBANCE
- EXCAVATION AND BACKFILL OVER LOGS

**SITE D1 - LOG STRUCTURE**  
 28 LOGS WITH ROOTS  
 8 LOGS  
 6 TIMBER PILES

A PORTION OF THIS WORK WILL OCCUR IN WATER.

**SEQUENCE:**

1. INSTALL COFFERDAM. PUMP FROM IMPOUNDED AREA TO LOWER WATER SURFACE IN WORK AREA.
2. EXCAVATE PIT FOR LOG BURIAL. EXCAVATE POOL.
3. INSTALL LOGS. BACKFILL EACH LAYER. PLACE COTTONWOOD POLES WHILE BACKFILLING.
4. REMOVE SURPLUS FILL FROM SITE.
5. REMOVE COFFERDAM.
6. APPLY STRAW MULCH TO GROUND DISTURBANCE AREA.



**NOTES:**

SPECIFIC ORIENTATION OF LOGS AND BALLAST MATERIALS MAY VARY FROM TYPICAL DRAWINGS DEPENDING ON SITE CONDITIONS & SIZE/SHAPE OF MATERIAL DELIVERED OR SALVAGED AT SITE.

LOGS SHALL BE BALLASTED TO RESIST BUOYANCY BY PARTIAL BURIAL AND BRACING TO WOODEN PILES.

1 PLAN VIEW  
10 BURIED LOG STRUCTURE

2 SECTION VIEW  
10 BURIED LOG STRUCTURE

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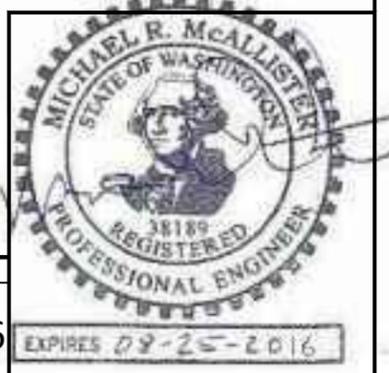
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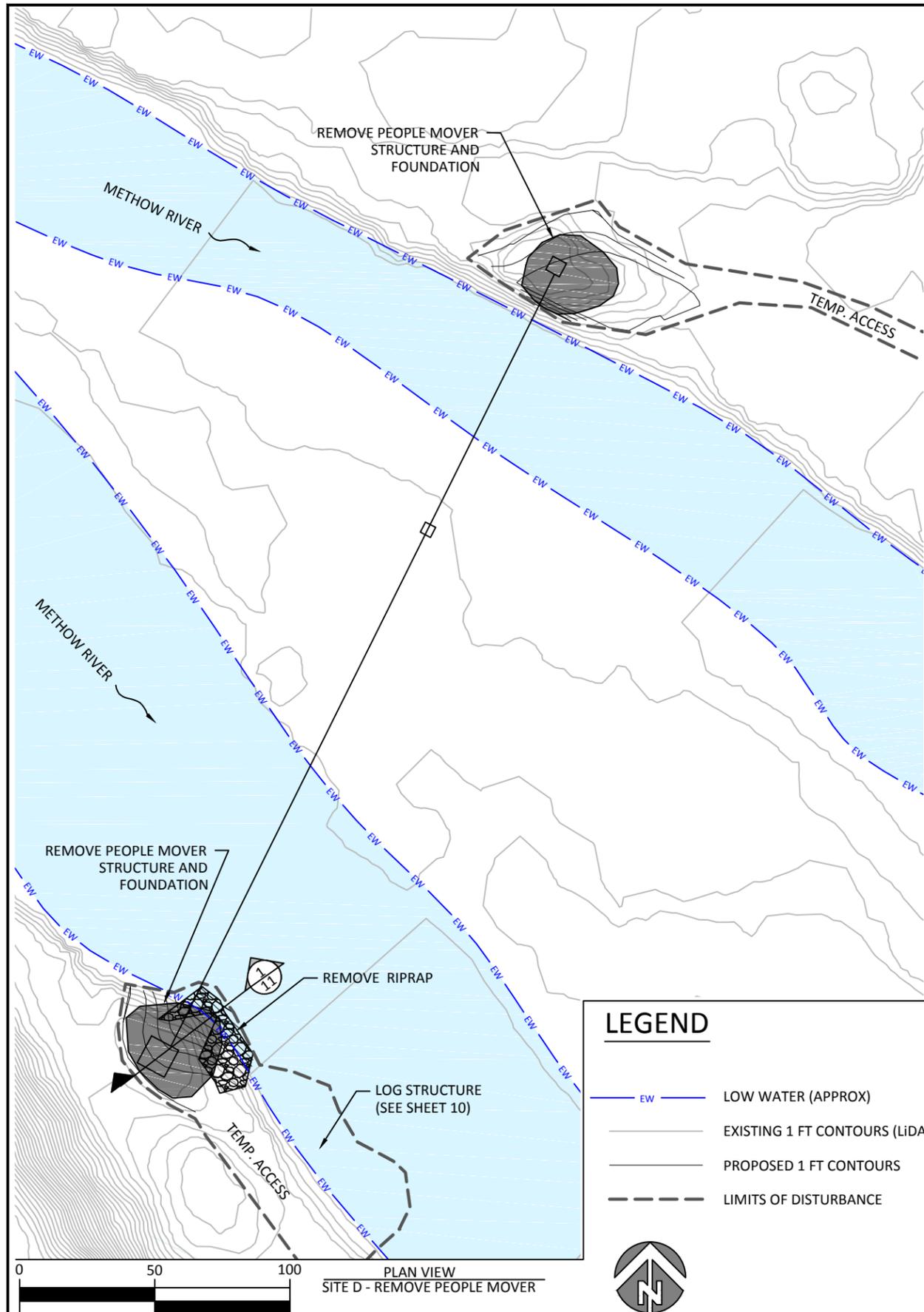
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SITE D1 - BURIED  
 LOG STRUCTURE

SHEET  
 10 OF 16

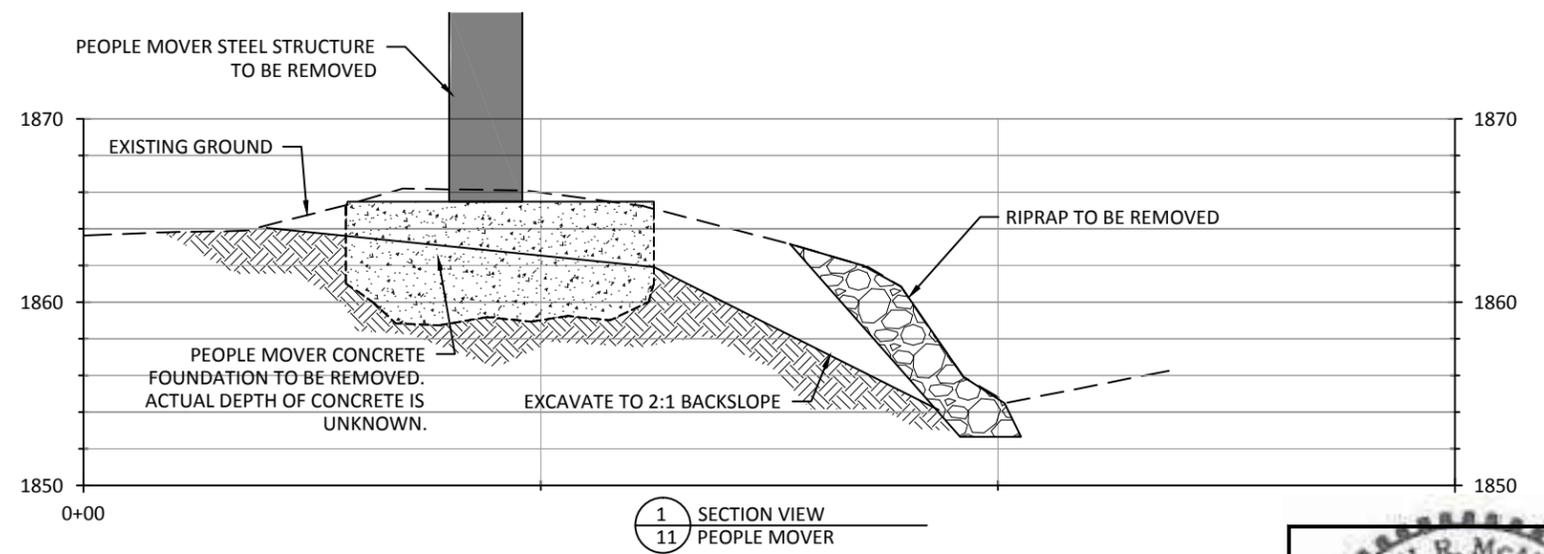




PEOPLE MOVER STRUCTURE AT SOUTH SIDE OF RIVER



PEOPLE MOVER STRUCTURE AT NORTH SIDE OF RIVER



**SITE D:** THIS WORK INCLUDES REMOVAL OF THE CABLE TRAM STRUCTURE AND RIPRAP. CABLE TRAM SHALL BE SALVAGED AND TRANSPORTED TO DESIGNATED LOCATION. DISMANTLING OF CABLE TRAM SHALL BE IN A MANNER THAT ALLOWS RECONSTRUCTION OF CABLE TRAM BY OTHERS. PORTIONS OF THE RIPRAP REMOVAL WILL OCCUR IN THE RIVER, BELOW WATER LEVEL.

NO.	DATE	REVISION DESCRIPTION
1	04/02/15	30% SUBMITTAL

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DRAWN	DESIGNED	CHECKED
MM,MB	04/02/15	13-02-29
APPROVED	DATE	PROJECT

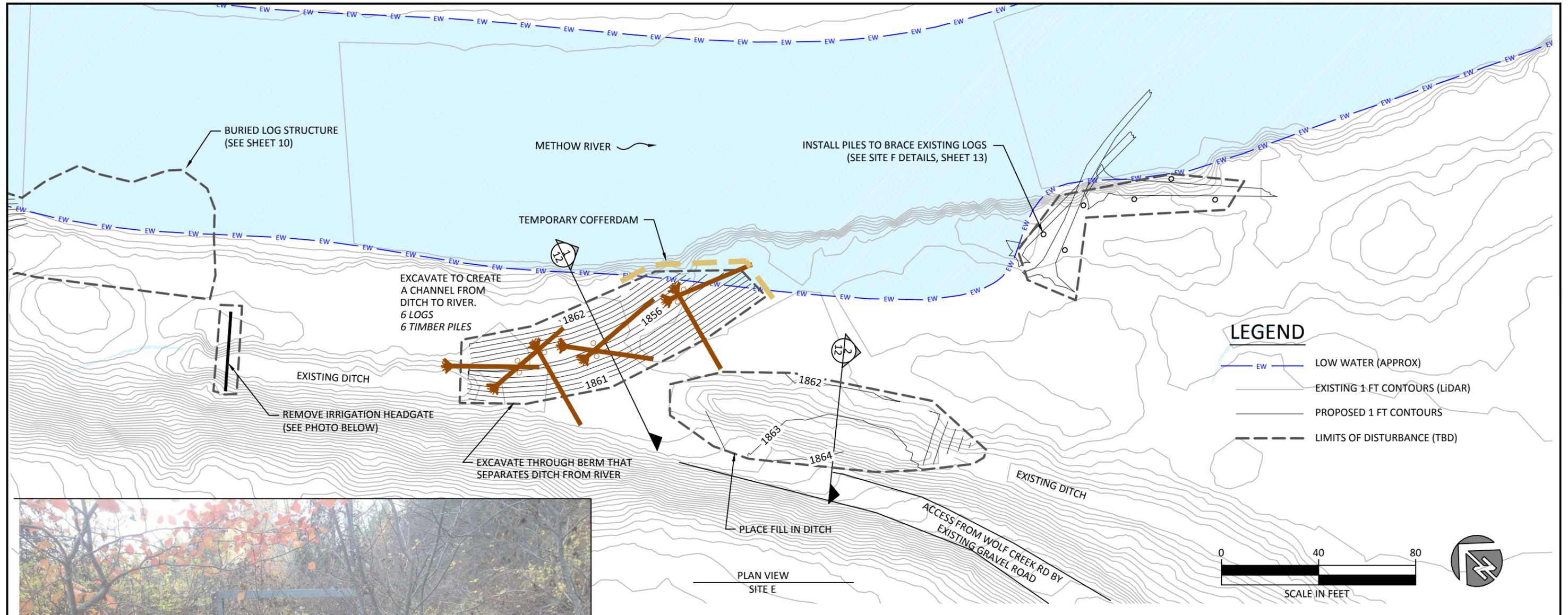
CONFEDERATED TRIBES AND BANDS OF THE YAKAMA NATION  
METHOW RIVER - BIG VALLEY SOUTH  
FISH HABITAT ENHANCEMENT PROJECT



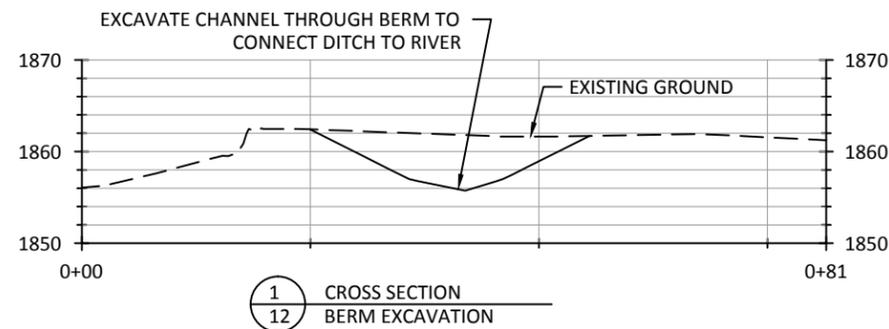
SITE D2 - REMOVE  
PEOPLE MOVER

SHEET  
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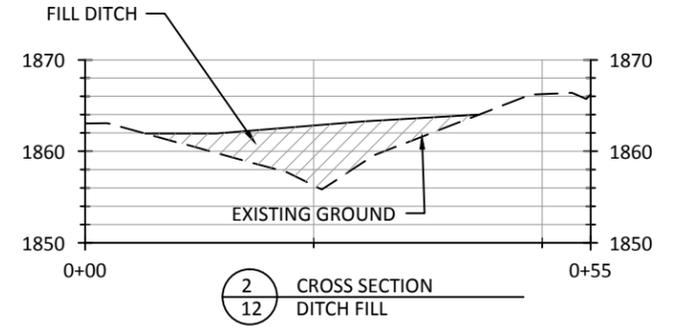




1870 IRRIGATION HEADGATE



1 CROSS SECTION BERM EXCAVATION



2 CROSS SECTION DITCH FILL

**SITE E:** THIS WORK ELEMENT INCLUDES EXCAVATION OF THE BACKWATER CHANNEL, REMOVAL OF THE IRRIGATION HEADGATE AND FILLING OF THE IRRIGATION DITCH. THESE ACTIVITIES WILL OCCUR IN UNISON.

**THE SEQUENCE OF CONSTRUCTION ACTIVITIES WILL BE:**

1. REMOVE IRRIGATION HEADGATE
2. INSTALL COFFER DAM
3. PUMP WATER FROM THE IMPOUNDMENT TO PREVENT CONSTRUCTION WATER FROM LEAKING INTO THE RIVER.
4. DISCHARGE CONSTRUCTION WATER TO EXISTING DITCH FOR INFILTRATION.
5. EXCAVATE THE BACKWATER CHANNEL FEATURE TO DESIRED GRADE.
6. PLACE FILL IN IRRIGATION DITCH. GRADE FILL TO MATCH SURROUNDING TOPOGRAPHY
7. REMOVE COFFER DAM

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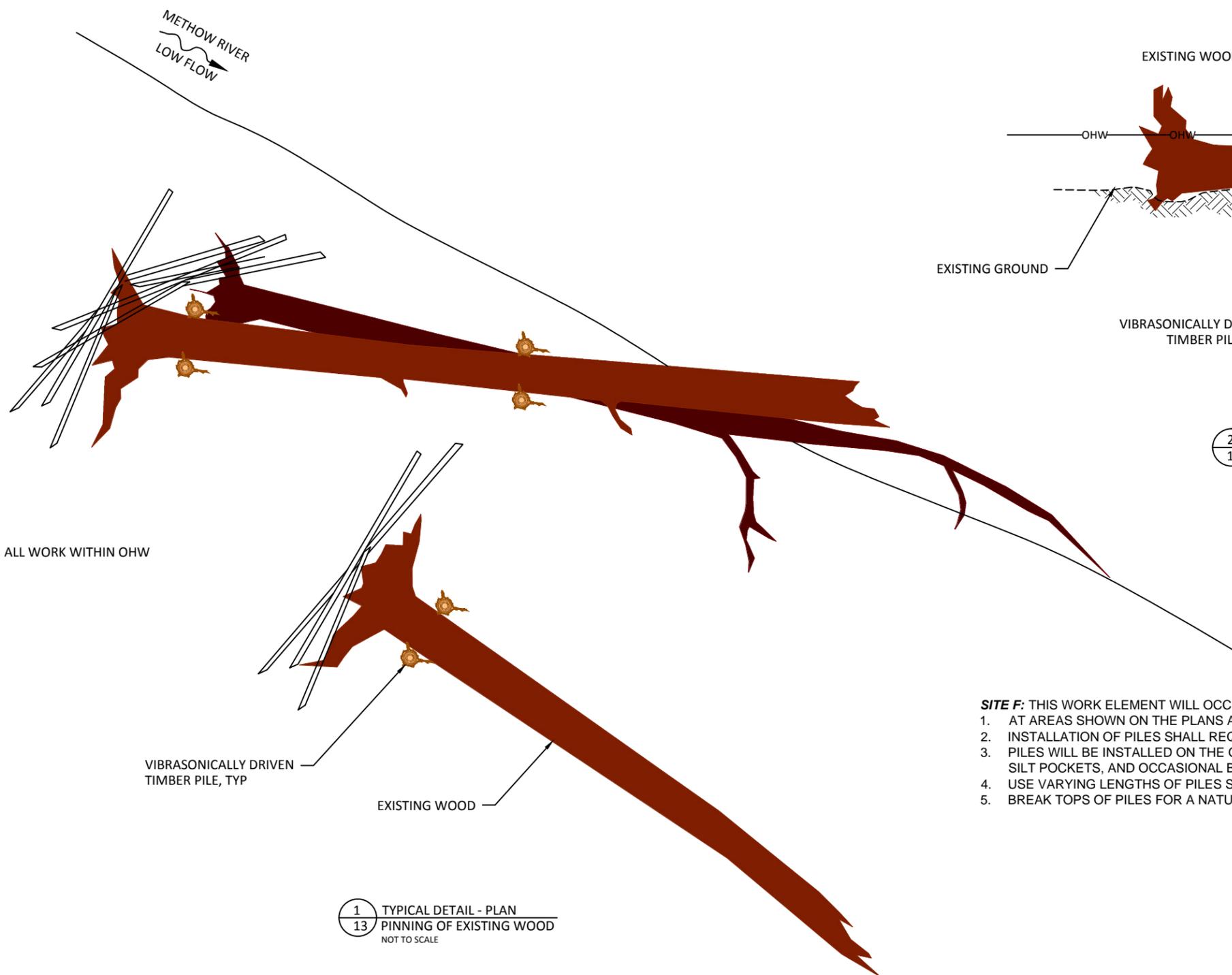
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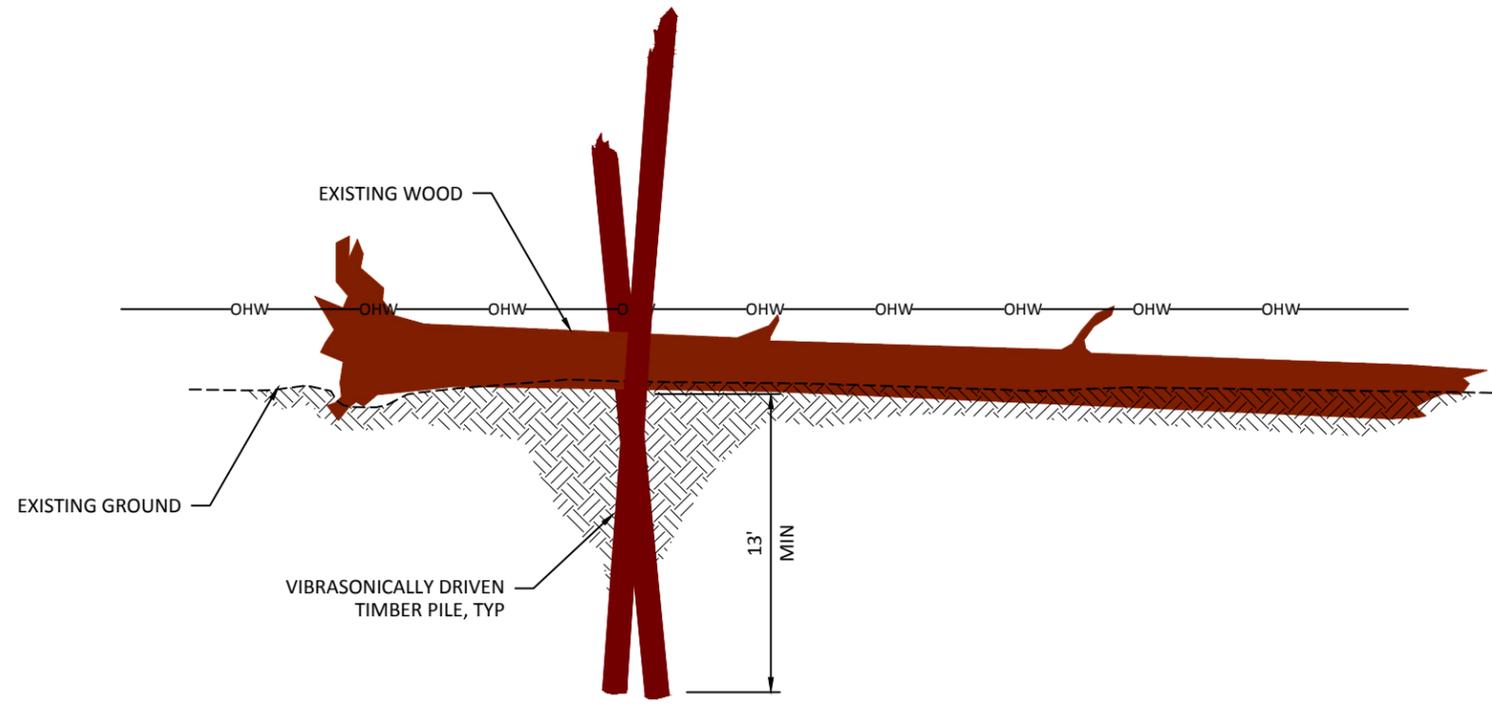
SITE E - BERM AND DITCH  
GRADING PLAN

SHEET  
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1 TYPICAL DETAIL - PLAN  
13 PINNING OF EXISTING WOOD  
NOT TO SCALE



2 TYPICAL DETAIL - SECTION  
13 PINNING OF EXISTING WOOD  
NOT TO SCALE

- SITE F:** THIS WORK ELEMENT WILL OCCUR AT LOCATIONS OF NATURAL WOOD ACCUMULATIONS.
1. AT AREAS SHOWN ON THE PLANS AND INDICATED IN THE FIELD, INSTALL UPRIGHT WOODEN PILES TO PIN EXISTING LOGS.
  2. INSTALLATION OF PILES SHALL REQUIRE A VIBRASONIC PILE DRIVER.
  3. PILES WILL BE INSTALLED ON THE GRAVEL BAR. EXISTING MATERIAL IS EXPECTED TO BE GRAVEL/COBBLE, WITH SAND AND SILT POCKETS, AND OCCASIONAL BOULDERS OR BURIED WOOD.
  4. USE VARYING LENGTHS OF PILES SO THAT A RANGE OF HEIGHTS ABOVE GROUND WILL MAKE A NATURAL APPEARANCE.
  5. BREAK TOPS OF PILES FOR A NATURAL APPEARANCE.

1	04/02/15	30% SUBMITTAL
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CONFEDERATED TRIBES AND BANDS OF THE YAKAMA NATION  
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SITE F - TYPICAL DETAILS  
PINNING EXISTING WOOD

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**Special Provisions**

**INTRODUCTION**

The Washington State Department of Transportation's Standard Specifications for Road, Bridge and Municipal Construction 2014 (WSDOT Standard Specifications) shall apply unless otherwise noted in the following Special Provisions. The "Contracting Agency" or "Owner" shall be the Confederated Tribes and Bands of the Yakama Nation. Additional specifications in the following contract sections are included for items not covered by the WSDOT Standard Specifications.

Sections 1-02, 1-03, and 1-08 (except 1-08.6, 1-08.7, 1-08.8) of the Standard Specifications do not apply.

**DIVISION 1 - GENERAL REQUIREMENTS**

• **TESC, SPCC PLAN AND IMPLEMENTATION**

Description

This work shall provide for preparation, implementation, and removal of a Temporary Erosion Sediment Control (TESC) plan and for the preparation and implementation of a Spill Prevention Control and Countermeasure (SPCC) plan in accordance with Section 1-07.15 of the Standard Specifications, and as amended by these Special Provisions.

1. The Contractor shall submit a TESC for the project to the Owner for approval. The TESC must satisfy the requirements of the Washington Department of Ecology NPDES Stormwater General Permit for Construction Activity and all other applicable permits. The TESC included in the Drawings and described herein is intended to provide a baseline for sediment and erosion control and does not ensure that the standards established by any applicable permits will be met. The Contractor may use these measures or alternative measures of his own design to ensure satisfactory performance and that the erosion control requirements of all applicable permits are met. The contractor shall be named as the permit holder. The contractor shall be responsible for implementing, inspecting and filing reports, maintaining, replacing, and removing TESC and SPCC measures. The plan shall include the name, address and 24-hour contact number of the person responsible for erosion prevention and sediment control measures.
2. Work will be in a sensitive environmental area. Biodegradable Hydraulic Fluid shall be installed into each piece of heavy machinery working within 50 feet of Methow River.
3. River crossings shall be limited to one pass each way. A fueling station shall be installed on the west side of the river at a designated area near project sites A, B, C, and F. The fueling station shall store the total volume of fuel required to operate all heavy equipment utilized in the construction of Sites A,B,C,F on the west side of the river. No equipment crossings for refueling shall be allowed. The contractor shall include a fuel containment plan in the SPCC.
4. A spill Containment Kit shall be on site and crews shall be trained in its use.

Measurement

"TESC, SPCC Plan and Implementation," including the above amendments to the item will be measured by completion as described in the approved TESC, SPCC Plan.

Payment

Payment shall be considered full compensation for all equipment, labor, tools, materials, and incidentals necessary to complete this work as specified. Payment will be made in accordance with Section 1-04.1 for the following bid items: "TESC, SPCC Plan and Implementation" per lump sum.

• **MOBILIZATION**

Description

This item shall consist of preparation work and operations performed by the Contractor in accordance with the provisions of Section 1-09.7 of the Washington Department of Transportation Standard Specifications (Standard Specifications).

Measurement and Payment

Payment for Mobilization shall be by the lump sum contract price for, 'Mobilization', partial payments will be made as in accordance with Section 1-09.9 of the Standard Specifications. Payment shall be considered full compensation for all equipment, labor, tools, materials, and incidentals necessary to complete this work as specified.

**DIVISION 2 - EARTHWORK**

• **REMOVAL OF STRUCTURES**

Description

This item consists of removing and disposing of, or salvaging materials named in these Special Provisions in accordance with Section 2-02 of the Standard Specifications, and as amended by these Special Provisions.

Construction Requirements

Removal of Structures shall apply to three areas:

1. Cable Tram: The Cable Tram (People Mover) as shown in the Plans, includes cable, tram, and steel structure and concrete foundation on each side of the river (two structures).
  - a. Steel portions of each structure shall be salvaged and hauled to a designated delivery location in the City of Okanogan as directed by the Owner. The steel portions of the structures shall be dismantled and transported in manner and form that will allow for reassembly of the structure by others. The City of Okanogan has agreed to provide labor and excavator to unload the structure at the disposal site at the Contractor's request. The delivery address is: 1610 First Ave South, Okanogan, WA 98640.
  - b. Concrete portions of the Cable Tram structures shall be demolished and removed from the site. The dimensions of the concrete foundation are unknown. Concrete foundation shall be removed and hauled to a legal disposal site provided by the Contractor.
2. Large Boulders (riprap). Where designated in the Plans, riprap shall be removed from the riverbank and riverbed, and hauled to a legal disposal site provided by the Contractor.
3. Irrigation Headgate. This work includes demolition and disposal of cement, concrete, cinderblocks and metal associated with the Irrigation Headgate shown in the Plans. The disposal site shall be provided by the Contractor.

Measurement

Measurement will be based on work completed the item from the bid list installed and the work for that portion completed.

"Structure Removal" will be measured by lump sum.

Payment

Payment will be made in accordance with Section 1-04.1 for the following bid items: "Structure Removal" per lump sum

Payment shall be considered full compensation for all equipment, labor, tools, materials, and incidentals necessary to complete this work as specified.

• **CHANNEL EXCAVATION INCL. HAUL**

Description

This item consists of excavating, loading, hauling, placing, and embankment compacting, or otherwise disposing of the material in accordance with Section 2-03 of the Standard Specifications, and as amended by these Special Provisions.

1. This item includes clearing at work areas and where needed to facilitate hauling between excavation and fill areas.
2. Portions of work will be in water.
3. This item includes hauling of excavated material to the embankment (fill) area designated in the Plans. The unit contract price per cubic yard shall include "Haul".
4. This item includes earth embankment construction at the fill area designated in the Plans. Embankment compaction shall be per *Section 2-03.3(14)C Method A*. Payment for Embankment Compaction will not be made as a separate item. All costs for embankment compaction shall be included in this item.
5. No work shall occur outside of the limits of disturbance shown in the Plans unless authorized by the Owner.

Work areas include:

1. excavation at Site C, hauling from Site C to Site A, and placing and embankment compacting at Site A
2. excavation and fill at Site E
3. excess fill from Site D to be placed and compacted at Site E

Measurement

"Channel Excavation Incl. Haul" will be measured by cubic yard. All excavated material will be measured in the position it occupied before the excavation was performed. An original ground measurement was taken using digital terrain modeling survey techniques. The original ground will be compared with the planned finished section shown in the Plans. Slope/ground intercept points defining the limits of the measurement will be as staked by the Owner. No additional compensation will be made for excavated material that is stockpiled, re-excavated, and moved again.

Payment

Payment shall be considered full compensation for all equipment, labor, tools, materials, and incidentals necessary to complete this work as specified. Payment will be made in accordance with Section 1-04.1 for the following bid items: "Channel Excavation Incl. Haul" per cubic yard.

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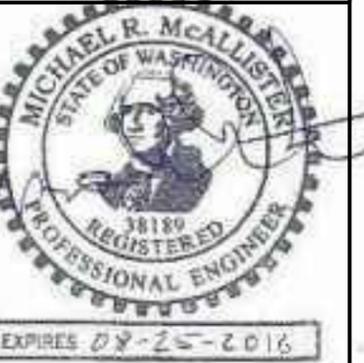
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APPROVED	DATE	PROJECT

**CONFEDERATED TRIBES AND BANDS OF THE YAKAMA NATION**  
**METHOW RIVER - BIG VALLEY SOUTH**  
**FISH HABITAT ENHANCEMENT PROJECT**



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DIVISION 8 - MISCELLANEOUS CONSTRUCTION

The following sections are added.

• **SITE ACCESS MEASURES**

Description

This item includes construction, maintenance, and decommissioning of access roads, and staging and stockpile areas; temporary traffic control; utilities locates; and site cleanup.

Materials

The Contractor shall provide all required materials for site access measures.

Construction Requirements

1. Site Access

Temporary site access shall be along alignments shown in the plans. Minor deviations to the alignments may occur as directed by the Owner to preserve sensitive areas or trees, or to avoid damage to fence posts or other features identified in the field. Deviations from the alignments shown in the plans shall be approved by Owner prior to use. If fence is removed to facilitate access or construction, the Contractor shall replace or repair fence at no additional cost to the Owner. Site access routes shall be maintained and restored to original or better condition.

Site access may require the removal of trees. Only trees designated for removal by the Owner shall be removed.

2. Traffic Control

Temporary traffic control requirements shall include construction signage at the entrance to the project site and any other measures required by State or local regulations.

“Site Access Measures,” will be measured by lump sum.

Measurement

The unit contract prices for “Site Access Measures” shall be full compensation for all costs incurred for equipment, materials and labor for furnishing, installing, securing, maintaining, and restoration of access road, temporary traffic control, general site restoration, and Site Access Measures as described in this section.

Payment

Payment will be made in accordance with Section 1-09.9 for the following bid items: “Site Access Measures” per lump sum.

DIVISION 8 - MISCELLANEOUS CONSTRUCTION (continued)

• **COFFERDAMS**

Description

This item consists of providing and installing, maintaining, and removing measures to bypass the surface waters of the stream around in-channel work areas, and to prevent turbidity from entering the river.

A bulk bag cofferdam as illustrated in the Plans is one acceptable method. The Contractor may use this method or propose a different method that provides equal or better isolation of the work area from the flow. If a different method is proposed, Contractor shall submit drawings showing details of proposed methods for providing temporary isolation of surface water during construction activities. Review and approval of the Cofferdam Plan shall not relieve the Contractor from full responsibility for the adequacy of cofferdam work if the proposed plan is not successful at properly isolating the work area.

Cofferdams shall be suitably offset from work area so as to not interfere with log placement or limit pool excavation.

Materials

The Contractor shall provide all required materials for construction and maintenance of the cofferdam structures except as directed by the Owner.

A suitable Bulk Bag Cofferdam method is shown in the Plans. If Contractor elects to use alternate method(s) for temporary cofferdams, Contractor shall provide to the Owner shop drawings and/or vendor cut sheets for substitutions and submit cofferdam/diversion plan for review prior to implementation.

Construction Requirements

1. Cofferdams

Construct each cofferdam to completely isolate each work area from the river or water directly connected to the river. Cofferdam shall be in conjunction with Pumping.

2. Coordination with Fish Rescue

The Contractor shall provide minimum 5 days advance notice to the Owner before each cofferdam installation date. The Contractor shall understand that cofferdam installation requires coordination with the Owner and only after the Owner has completed fish rescue can the cofferdams be completed.

Measurement

Measurement will be based on the item from the bid list installed and the work for that portion completed.

“Cofferdams” will be measured by lump sum.

Payment

Payment will be made in accordance with Section 1-09.9 for the following bid items: “Cofferdams” per lump sum

• **PUMPING**

Description

This item includes dewatering work within cofferdam impoundments. In cofferdammed (impoundment) areas, the intent of pumping will not necessarily be to remove all water from the impoundment, but to create a lower-head condition in the impoundment so that if there are any leaks, clean water will flow toward the construction area instead of turbidity flowing away from it.

The work consists of furnishing, monitoring, operating, maintaining, and removing pumps, coordinating with the Owner for fish salvage relocation activities, and installation of control of water BMPs.

Materials

1. At a minimum, one 6" trash pump with 300 feet of discharge hose. System shall have pumping capacity greater than 600 gpm, assuming 12 feet of vertical lift and 300 feet of discharge hose.
2. Environmental Protection Measures such as straw bales, perforated pipe for discharge flow distributors, geotextiles, filter bags, or other means of controlling water and turbidity. No turbidity shall be allowed to enter the river or wetlands.

Construction Requirements

1. Pumps

Groundwater will be encountered during excavations. To help prevent turbidity from leaking through the cofferdams, the contractor shall provide and operate 6" trash pump(s) to lower the water surface within the isolated area and discharge to an infiltration area. The Contractor shall monitor discharge and ensure that infiltration is effective. The Contractor may be required to change discharge location, limit pumping duration, and/or provide additional BMPs to control construction water. No turbidity shall be allowed to enter the river.

2. Environmental Protection Measures

If infiltration becomes an ineffective means to control turbidity, additional and alternative methods, such as pumping into stilling basins or filtration geotextile fabric shall be required at the Contractor's expense.

Measurement

Measurement will be based on the item from the bid list installed and the work for that portion completed.

“Pumping” will be measured by lump sum.

Payment

Payment will be made in accordance with Section 1-09.9 for the following bid items: “Pumping” per lump sum. The unit contract prices for “Pumping” shall be full compensation for all costs incurred for equipment, materials and labor for furnishing, installing, securing, maintaining and removal of pumping equipment as outlined in the plans. If additional environmental protection measures are required to control turbidity, they shall be considered incidental to pumping and no additional compensation will be made.

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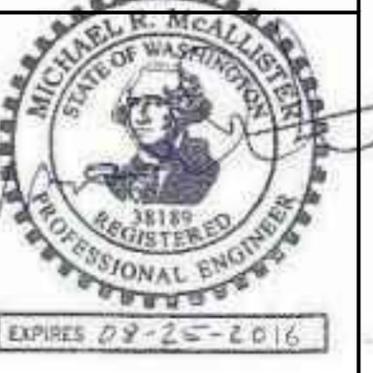
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DIVISION 8 - MISCELLANEOUS CONSTRUCTION (continued)

LOGS

Description

All references to installing logs, logs with roots, timber piles, salvaged trees, or slash in the Plans and these Special Provisions shall be considered work associated with this item. This item consists of installing Logs and includes movement from stockpiles to installation areas, excavation and backfill to partially bury Logs, and installing rope and staples.

Materials

1. Logs

Logs will be supplied by the Owner to the site staging areas and shall consist of Logs, Logs with Roots, Timber Piles, and Salvaged Trees. Quantities of Owner supplied Logs are:

- 149 Logs with Roots; 40 feet long, with 16-24 inch diameter at breast height (dbh).
- 8 Logs, no roots, 30-40 feet long, with 16-18 inch diameter at scaled end.
- 154 Timber Piles. Minimum 30 feet long, 10-15 inch diameter at scaled end. Each Timber Pile shall have a broken top for a natural appearance.
- 5 Salvaged Trees with roots, 60 feet long.
- Two or more salvaged tree tops to be used as slash.

2. Rope and Staples

Rope and staples shall be supplied by the contractor and meet the specifications described herein. At Sites B, C, and E, Logs shall be tied to Timber Piles using 3-strand 1-inch diameter hemp or manila rope. Each end of the rope shall be secured by 3 "U" staples. 21 logs shall be secured with rope. Each connection will use approximately 22 feet of rope and 6 staples.

Construction Requirements

- Logs shall be stabilized by partial burial at Sites A and D, and by Timber Piles and Rope at Sites B,C, and E. Locations of Logs shall generally be as indicated on the Plans. However, final location will depend upon the size, shape and quantity of material delivered or salvaged. Installation of Logs shall be understood to require a "fit in the field" approach as directed by the Owner's Representative.
- Up to 5 trees have fallen near the access road to Site D. The Contractor shall haul these trees to Site D to be installed as Logs in Site D and Site E.
- Timber Piles shall be per the approximate numbers and quantities indicated on the plans. Specific locations shall be determined in the field and directed by the Owner. The required embedment depth is indicated on the plans. Installed Timber Piles shall also have the following field-directed characteristics:
  - Timber Piles shall have varying heights above ground to break up a uniform appearance.
  - Each Timber Pile log shall have a broken tops unless directed otherwise by the Owner's Representative. The preferred method shall be to break off the top 4-8 feet before installing the pile.
  - Timber Piles shall be installed at various angles to pin down Logs to the floodplain surface.
- At each pile installation site, one pile shall be tested for pullout resistance. Each test will require up to four individual pulls, each at a deeper depth. The Owner will provide the testing equipment.
- Timber Piles shall be installed by vibratory hammer. Vibratory hammer shall have the following characteristics:
  - Minimum of 800 kN (80 tons) of centrifugal force.
  - Side grip with minimum 16" space between ends of jaws so that 16" diameter log will fit into the jaws.
- Backfilling log structures at Site A shall be conducted simultaneously with installation of live cottonwood trees on the downstream side each structure. All materials and labor to conduct the plant installation will be provided by a planting contractor under separate contract with the Owner. Coordination will be required between the Construction Contractor and the Planting Contractor to ensure timing does not significantly interrupt the flow of work. Trees will be placed with roots in contact with groundwater while the stalks are protected by PVC tubes during backfilling. The trees in tubes will be hand-held in place during backfill operations.
- At Sites B, C, and E, use Rope to secure each log to at least one Timber Pile. Secure each end of rope with 3 staples.

Measurement

Measurement will be based on the item from the bid list installed and the work for that portion completed.

"Logs" will be measured by lump sum.

Payment

Payment will be made in accordance with Section 1-09.9 for the following bid items: "Logs" per lump sum.

The unit contract prices for "Logs" shall be full compensation for all costs incurred for equipment, materials and labor for installing and securing logs and piles as outlined in the plans. Excavation and backfill, installing slash shall be incidental to Logs.



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STANDBY TIME

Description

Occasionally environmental factors and/or permit regulations require construction projects to temporarily shut down construction activities to avoid adverse impacts to sensitive resources. A declaration of a Level IV Industrial Fire Precaution Level by fire management agencies is one example of an environmental factor that could forcibly interrupt construction work on site for a matter of days to weeks. Should regulations or restrictions be enforced upon project construction activities resulting from environmental factors beyond the control of the contractor or the owner, the contractor will discuss options with the owner to determine the best course of action for maintaining the project timelines, preserving the good faith cost estimates for implementing the project as designed, and protecting the contractor from being responsible for cost overruns related to the mandatory shut down.

Discharging staff from the project during shut down periods is one way to control payroll costs that could be incurred by the contractor. However, the owner recognizes that leaving heavy construction equipment at the site can be a cost burden to the contractor if that equipment could be temporarily redeployed at other unaffiliated project sites during the shutdown period. For this reason, the owner shall allow the contractor to charge pre-determined standby rates by a unit of time for pre-identified pieces of heavy equipment in order to preserve the opportunity for the equipment to not be mobilized away from the project site. Determination of when standby time shall be assessed by the contractor will be agreed upon by mutual consent between the contractor and the owner in advance when shut down notices are imminent. As such, it is required that the contractor provide a schedule of rates for standby time by piece of equipment so that all such costs to the project are known in advance.

Measurement

Standby time will be calculated at the daily rate per piece of equipment as per the contractors bid price.

Payment

Payment shall be considered full compensation for all equipment remaining onsite during the period of work stoppage. Standby time charges will only apply to full work days where construction activities are not possible and will not be pro-rated by partial work days or hours on standby.

ROAD REPAIR

This work consists of constructing one or more top courses of crushed surfacing top course upon a prepared subgrade in accordance with Section 4.04 of the Standard Specifications and the following supplements:

The work area is Dripping Springs Road from the Highway 20 intersection to the Big Valley trailhead parking area. This work shall be conducted after completion of other project sites that utilize this access route.

Materials

Materials shall meet the requirements of Crushed Surfacing 9-03.9(3).

Construction Requirements

Resurfacing shall consist of application of a crushed surfacing top course to a compacted depth of 3 inches.

The Contractor shall apply water and compact top course materials to ensure quality road surface construction.

This item shall include "Blading" and "Water Supply and Watering".

Blading- This work consists of surface blading the traveled way to a condition to facilitate traffic and provide proper drainage. Blading includes shaping the crown or slope of the traveled way, and drainage dips, in accordance with this specification. Watering shall be incidental to this item.

A. General

- Blade and shape the existing traveled way to produce a surface which is uniform, consistent to grade, and crowned or cross sloped as indicated by the character of the existing surface, unless otherwise specified. Thoroughly loosen surfacing material to no less than 2 inches depth or the depth of pothole or corrugations.
- Apply water during blading when sufficient moisture is not present to prevent surface material segregation. Water supply, hauling, and application shall be in accordance with Water Supply and Watering (see below).
- Shape existing native rock or aggregate surfaced drainage dips to divert surface runoff to existing outlet devices, ditches, and discharge locations.
- Establish a blading pattern which provides a uniform driving surface, retains the surfacing on the roadbed, and provides a thorough mixing of material within the completed surface width. Upon final blading, no disturbed rock shall protrude more than 2 inches above the adjacent surface unless otherwise specified.

B. Routine Blading

Shape roadbed width in excess of the dimensions shown only as needed to provide drainage away from the travelled way. Do not remove established grasses and other vegetation from the excess width except as incidental to providing drainage or unless otherwise directed.

C. Signage - Place suitable temporary traffic control warning signs at each end of the work area. Such signing shall conform to the Federal Highway Administration's publication "Manual for Uniform Traffic Control Devices", or MUTDC.

Water Supply and Watering- This work consists of providing facilities to furnish an adequate water supply, hauling and applying water. It shall be the contractors' sole responsibility to obtain all rights to use the water source. Equipment shall meet environmental permit or municipality requirements for controlling dispersal rates, backflow, NMFS fish screening protocol, or other pertinent requirements to conduct the work safely and efficiently.

Measurement

Road Repair will be measured as cubic yard of installed material.

Payment

Payment will be made in accordance with Section 1-04.1, for "Road Repair" per cubic yard. Subsurface preparation, "Blading", and "Water Supply and Watering" shall be incidental to this item.

## **Exhibit A – Scope of Work Template**

### **Overview**

Yakama Nation Fisheries (Owner) is conducting an in-stream salmon habitat restoration project along the Methow River known as the Big Valley South Fish Habitat Enhancement Project.

The project site is located on parcel numbers 3520250000 and 3521300032, 4.5 miles west of Winthrop at rivermile 56.5.

All work on this project will be directed by the Owner's Designated Representatives. All project specifications including technical specifications, engineered plan sheets, material standards, and quantities are contained within the attached **Exhibit D, Project Plans**. BY reference in Exhibit D, the Washington State Department of Transportation 2014 Standard Specifications Manual for Road, Bridge, and Municipal Construction is adopted for defining the standard specifications governing this contract. No changes to the Project Plan will be allowed without prior approval from the Designated Representatives.

The attached **Exhibit B** provides the contract Line Item Budget which is referenced to the Work Tasks described on the Specifications Sheet in **Exhibit D**. **Exhibit C** outlines the payment plan associated with this contract.

### **Designated Representative**

The Owner's Designated Representatives for this project include Yakama Nation Habitat Biologist Jarred Johnson, as well as other Yakama Nation Habitat Biologists associated with the Yakama Nation Upper Columbia Habitat Restoration Project and construction oversight staff provided by the engineering firm who produced the project planset.

### **Project Tasks**

All Project Tasks will be completed as per **Exhibit D**. Major project elements include but are not limited to the following:

- TESC, SPCC Plan and Implementation
- Mobilization
- Removal of Structures
- Channel Excavation Including Haul
- Site Access Measures
- Cofferdams
- Pumping
- Logs
- Standby Time
- Road Repair

### **Contractors Obligations**

The Contractor shall furnish all supervision, labor, equipment and tools necessary to complete the project as described in **Exhibits D**.

### **Consistent Satisfactory Progress**

Consistent satisfactory progress in construction of this project will be required. Satisfactory progress will be measured by both the quality and quantity of work. If for any reason no work is performed for a period of 10 consecutive days, the contractor may be given a notice of contract cancellation. Consistent satisfactory progress will also be determined by the contractor's demonstrated ability to perform all work tasks described in Exhibits D and E within the permitted in-water work windows. If it appears that the contractor is unable to complete the project tasks within the permitting work window the contractor may be given a notice of contract cancellation. The Owner's Designated Representatives will monitor progress closely.

### **Project Timeline and Construction Hours**

This project will occur adjacent to private lands containing inhabited residences. Construction noise disturbances outside of normal work hours will not be allowed. Work producing construction noise should be conducted between 7:30 AM and 5:30 PM, Monday through Friday. Unless authorized in advance by the designated representative.

Throughout July and August the upper Methow River exhibits a rapidly descending hydrograph. Construction of Sites A, B, C and F require a low water ford to access the work sites. These work elements should be constructed in late July to exploit the predicted low flows; which will increase the habitat effectiveness of the work elements and minimize the environmental impacts associated with wet crossings.

Environmental permits for this project require all in-water construction activities occur within the authorized work window to avoid adverse impacts to spawning salmonids and redds. The Owner shall coordinate with WDFW spawning ground survey staff and the Area Habitat Biologist to evaluate potential impacts to spawning ESA-listed spring Chinook. The in-water work window is July 1, 2016 through July 31, 2016.

### **Fish Removal**

In-water construction activities will require fish removal of all isolated in-water work sites. Fish removal will be conducted in a timely manner by the Owner's Designated Representatives and the time taken to implement proper fish removal protocols will be considered incidental to the contractor's work tasks.

### **Standby Time**

The contractor shall notify the Owner in advance of any intent to charge for standby time. Prior to invoicing for any standby time, the contractor must receive notice in writing from the Owner's Designated Representatives that standby time is an applicable charge due to construction halting events related to environmental or permitting conditions outside of the control of the Owner or the Contractor. Standby time will be calculated at the daily rate per piece of equipment as per the Contractors bid price. Standby time charges will only apply to full work days where construction activities are not possible and will not be pro-rated by partial work days or hours on standby.

### **Dust Abatement**

Contractor will provide dust abatement as per County and Local ordinances.

### **Fire Suppression**

The contractor will be familiar with and prepared for the requirements associated with IFPL Levels II & III and the restrictions associated with those. In anticipation of Industrial Fire Precaution Level (IFPL) restrictions which may be present during construction, the Owner has procured an IFPL Level II and III waiver from Washington Department of Natural Resources. By performing specific mitigation measures as described in the waiver, the Contractor may operate prohibited equipment between the hours of 1 PM and 8 PM under IFPL III conditions. If the Contractor wishes to use the waiver they shall be responsible for furnishing all labor, equipment and performing work required for waiver compliance.

### **Road Signage**

The Contractor will observe all road signage regulations regardless of the project location and **as per Exhibit D if applicable.**

### **Utilities Location**

The Contractor will locate all utilities prior to any excavation.

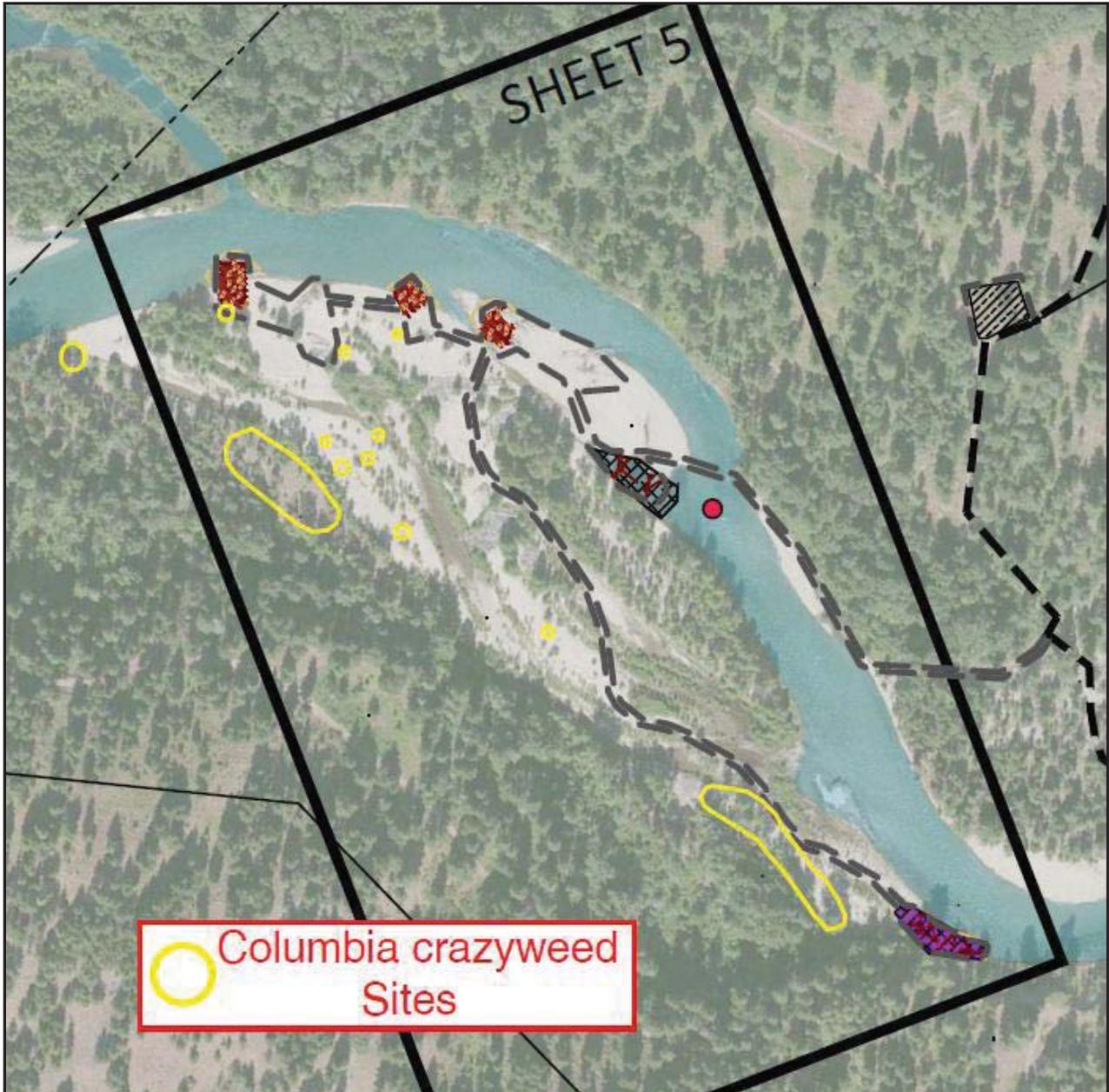
### **Communication with Landowners**

The Contractor expressly agrees that Contractor and his staff will not communicate with the Landowner in any manner, whether it be in regard to the project or otherwise, without express permission from, or the presence of the Designated Representative.

### **Exclusivity**

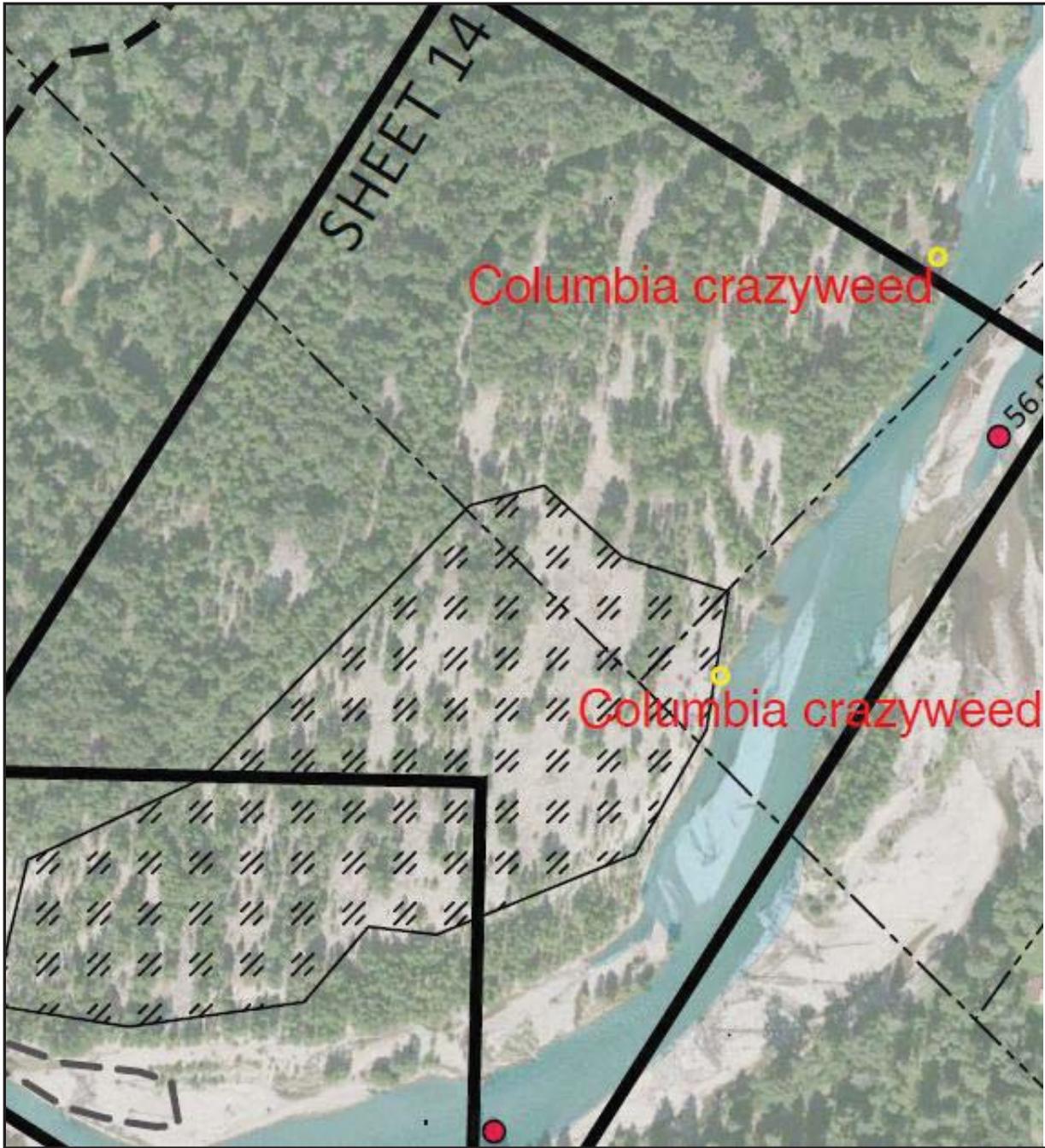
During the term of this Agreement, including time taken for mobilization and demobilization of construction equipment, Contractor shall not conduct any work on the property designated in this Agreement unless so directed by the Designated Representative. Contractor shall require in all contracts with subcontractors that subcontractors not conduct any work on the property designated in this Agreement unless so directed by the Designated Representative. Any additional work conducted on the property designated in this Agreement by Contractor without the express consent of the Designated Representative shall constitute a material breach of this Agreement, thereby relieving the Yakama Nation from all payment obligations to the Contractor.

## Appendix G - Columbia Crazyweed Locations in Sites 1 and 2



Locations of Columbia crazyweed, *Oxytropis campestris* var. *columbiana*, on the south bank of the Methow River near Sites 1 and 2 (Sites A, B, C, & F in the 30% Design) in the Big Valley South project area.

Appendix H - Columbia Crazyweed Locations near Site 8 Riparian Planting Area



Locations of Columbia crazyweed, *Oxytropis campestris* var. *columbiana*, on the north bank of the Methow River near Site 8 (Site G in the 30% Design) in the Big Valley South project area.

Appendix I – Photos of Columbia Crazyweed in the Big Valley South Project Area



Flowers and fruits of Columbia crazyweed, *Oxytropis campestris* var. *columbiana*, in the Big Valley South project area. August 11 & 28, 2014.



Close up of Columbia crazyweed flowers, *Oxytropis campestris* var. *columbiana*, showing identifying feature, the purple spotted keel petal. August 28, 2014.

## **BID PROPOSAL for Big Valley South Fish Habitat Enhancement Project**

Please use both the Engineer's Stamped Project Plans and the Supplemental Specifications Document to produce your competitive bids.

Item	Quantity	Unit	Unit Price	Extended Price
TESC, SPCC Plan and Implementation	1	LS	\$	\$
Mobilization	1	LS	\$	\$
Removal of Structures	1	LS	\$	\$
Channel Excavation Including Haul	3870	CY	\$	\$
Site Access Measures	1	LS	\$	\$
Cofferdams	1	LS	\$	\$
Pumping	1	LS	\$	\$
Logs	1	LS	\$	\$
Road Repair	1200	CY	\$	\$
Standby Time				\$
			TOTAL (do not include tax)	

\* Note: Construction of this project is tax exempt through the Treaty Fishery Tax Exemption Certificate enclosed in the RFB package

**Company Name**

**Date Prepared**

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**Certification**

**Printed Name and Title**

**Signature**

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By signing and submitting this form you are agreeing to honor the completed competitive bid for a period of up to 90 days from the date this form was prepared.

## Heavy Equipment List and Daily Standby Rate -- Big Valley Project

	Item Description	Daily Standby Rate
1		\$
2		\$
3		\$
4		\$
5		\$
6		\$
7		\$
8		\$
9		\$
10		\$
11		\$
12		\$
13		\$
14		\$
	Example: 160 G Excavator	\$50.00

CONSTRUCTION SERVICES AGREEMENT

BETWEEN

THE YAKAMA NATION

AND

Contractor  
Address  
Address

THIS AGREEMENT is entered into on the date shown below between the Yakama Nation and contractor (hereinafter "Contractor").

1. TERM

The period of this agreement will be from date to date.

2. PERFORMANCE

The Contractor agrees to perform the services set forth in the attached scope of work, Exhibit "A," which is incorporated by reference in this agreement.

3. COMPENSATION

The Yakama Nation agrees to compensate the Contractor for services provided in the amounts and under the terms and conditions set forth below. [The nature and payment of compensation depends on the type of contract, e.g. fixed fee/lump sum, fixed fee part payment, time and materials, cost plus fixed fee, etc.]

4. PAYMENT OF COMPENSATION

Invoicing also depends on the type of contract; different provisions are appropriate depending on whether partial payments are authorized. Partial payments of flat fee contracts depend on the creation of a schedule of values or a price list. Payment will be made as set in Exhibit C.

5. PROPERTY DEVELOPED BY CONTRACTOR

The Contractor agrees that it will retain no interest in the information, data, proposals, papers, copyrights, patents, or any other material or property developed, discovered, invented, and/or accumulated by the Contractor in connection with the performance of this agreement. Subject to applicable law, the Contractor shall turn over such information, data, proposals, papers, copyrights, patents, discoveries, inventions, and other material or property to the Yakama Nation upon the expiration or termination of this agreement or upon request.

6. PUBLICATION OF INFORMATION

The dissemination or publication of documents, information material or other property developed or generated by the contractor during the course of this agreement shall require the written approval of the Yakama Nation. This paragraph shall not be construed to prohibit or impair the transfer of information contemplated by paragraphs 4, 5 and 6 above.

7. ACCESS TO RECORDS, PERSONNEL AND FACILITIES

Subject to applicable law, the Yakama Nation will provide the Contractor access to its personnel, facilities, and records necessary to the performance of this agreement.

8. INDEPENDENT CONTRACTORS

At all times during the course of this agreement, the Contractor shall act as an independent contractor, and shall not receive any benefits to which employees of the Yakama Nation are entitled. Unless expressly agreed to herein, the Yakama Nation shall not be responsible for the payment of any taxes, permits, licenses or other expenses incurred by the Contractor during the performance of this agreement.

9. SUBCONTRACTING

The Contractor shall not hire a subcontractor to perform the services contemplated by this agreement without express prior written consent. Award of this contract based on a bid or proposal naming specific subcontractors and identifying the portions of the work to be performed by the subcontractors shall constitute prior written consent to the hiring of the named subcontractor(s). Subcontractor selection and subcontractor employment shall be subject to applicable TERO and Indian Preference requirements.

10. ASSIGNMENT OF INTEREST

The Contractor shall not assign its interest in this contract, or any part thereof, including its right to receive payment for services performed, to another party.

11. INDEMNIFICATION

The Contractor shall hold harmless and indemnify the Yakama Nation and its officers and employees against any and all losses, costs, damages, expenses or other liabilities whatsoever, arising out of or connected with, directly or indirectly, the Contractor's performance of its duties under this agreement, including, but not limited to, accidents or injuries to persons or property.

12. SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK

A. The Contractor acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the work or its cost, including but not limited to

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- (1) Conditions bearing upon transportation, disposal, handling, and storage of materials;
- (2) The availability of labor, water, electric power, and roads;
- (3) Uncertainties of weather, river stages, tides, or similar physical conditions at the site;
- (4) The conformation and conditions of the ground; and
- (5) The character of equipment and facilities needed preliminary to and during work performance.

The Contractor also acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by the Yakama Nation and information available to the public from local government agencies, as well as from the drawings and specifications made a part of this contract. Any failure of the Contractor to take the actions described and acknowledged in this paragraph will not relieve the Contractor from responsibility for properly estimating the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the Yakama Nation.

B. The Yakama Nation assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available by the Yakama Nation. Nor does the Yakama Nation assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the execution of this contract, unless that understanding or representation is expressly stated in this contract.

### 13. PHYSICAL DATA

Data and information furnished or referred to below is for the Contractor's information. The Yakama Nation shall not be responsible for any interpretation of or conclusion drawn from the data or information made available to the Contractor. Further, the Yakama Nation specifically does not warrant construction methodology which may be included in such documents.

- (a) The indications of physical conditions on the drawings and in the specifications are the result of site investigations by **inspection of the site**. (insert a description of investigational methods used, such as surveys, auger borings, core borings, test pits, probings, test tunnels).
- (b)           n/a           (insert other pertinent information).

### 14. SCHEDULE FOR CONSTRUCTION

A. Unless the construction schedule is specifically addressed elsewhere in this agreement, the Contractor shall, within five days after the work commences on the contract or another period of time determined by the Yakama Nation, prepare and submit to the Yakama Nation three copies of a practicable schedule showing the order in which the Contractor proposes to perform the work, and the dates on which the Contractor contemplates starting and completing the several salient features of the work (including acquiring materials, plant, and equipment). The schedule shall be in the form of a progress chart of suitable scale to indicate appropriately the percentage of work scheduled for completion each week during the contract period. If the Contractor fails

## Yakama Nation Construction Contract Template – Example

to submit a schedule within the time prescribed, the Yakama Nation may withhold approval of progress payments until the Contractor submits the required schedule. Should the Contractor fall behind its schedule, a revised schedule shall be forwarded with the next Contractor's request for progress payment. Additional schedules shall be furnished to the Yakama Nation as soon as practicable if so requested.

B. With any and each partial payment request, the Contractor shall submit a copy of the last submitted schedule annotated to indicate actual progress made to date. If at any time, in the opinion of the Yakama Nation, the Contractor has fallen behind the schedule to an extent which would jeopardize timely completion, the Contractor shall take the steps necessary to improve its progress, including those that may be required, to enable timely completion without additional cost to the Yakama Nation. Such steps may include, but are not limited to, increasing the number of shifts, the amount of overtime, days of work per week, and/or the amount of construction plant being utilized. The Contractor shall submit any supplementary schedules the Yakama Nation deems necessary to demonstrate how the rate of progress necessary for timely completion will be regained.

C. Failure of the Contractor to comply with the requirements of the Yakama Nation under this clause shall be grounds for a determination by the Yakama Nation that the Contractor is not prosecuting the work with sufficient diligence to ensure completion within the time specified in the contract. Upon making this determination, the Yakama Nation may terminate the Contractor's right to proceed with the work, or any separable part of it, in accordance with the default terms of this contract.

### 15. DIFFERING SITE CONDITIONS

The Contractor shall promptly, and before the conditions are disturbed, give a written notice to the Yakama Nation of (1) subsurface or latent physical conditions at the site which differ materially from those indicated in this contract, or (2) unknown physical conditions at the site, of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inherent to the type of work provided for in the contract. Unless specifically identified in the contract, discoveries of archaeological or historical remains such as graves, fossils, skeletal materials and artifacts protected by the Archaeological Resources Protection Act (36 CFR 1214) are considered type 2 conditions.

### 16. LAYOUT OF WORK

The Contractor shall lay out its work from the Yakama Nation-established base lines and bench marks indicated on the drawings, and shall be responsible for all measurements in connection with the layout. The Contractor shall furnish, at its own expense, all stakes, templates, platforms, equipment, tools, materials, and labor required to lay out any part of the work. The Contractor shall be responsible for the execution of the work to the lines and grades that may be established or indicated by the Yakama Nation. The Contractor shall also be responsible for maintaining and preserving all stakes and other marks established by the Yakama Nation until authorized to remove them. If such marks are destroyed by the Contractor or through its negligence before their removal is authorized, the Yakama Nation may replace them and deduct the expense of the replacement from any amounts due or to become due to the Contractor.

## Yakama Nation Construction Contract Template – Example

### 17. SPECIFICATIONS, DRAWINGS AND MATERIAL SUBMITTALS

A. Omissions from the drawings and specifications or the misdescription of details of work which are manifestly necessary to carry out the intent of the drawings and specifications, or which are customarily performed, shall not relieve the Contractor from performing such omitted or mis-described details of the work. They shall be performed as if fully and correctly set forth and described in the drawings and specifications.

B. The Contractor shall check all drawings furnished by the Yakama Nation prior to starting work and shall promptly notify the Yakama Nation of any discrepancies. Figures marked on drawings shall in general be followed in preference to scale measurements. Large scale drawings shall in general govern small scale drawings. The Contractor shall compare all drawings and verify the figures before laying out the work, and will be responsible for any errors which might have been avoided thereby.

### 18. MATERIAL AND WORKMANSHIP

A. All equipment, material, and articles incorporated into the work covered by this contract shall be new and of the most suitable grade for the purpose intended, unless otherwise specifically provided in this contract. Use of recycled materials for the manufacture of such products is encouraged. Equipment, material, or articles specified by trade name, make, or catalog number, shall be provided. Equivalent items are not acceptable unless specifically authorized in the specification.

B. All work under this contract shall be performed in a skillful and workmanlike manner. The Yakama Nation may require, in writing, that the Contractor remove from the work any employee the Yakama Nation deems incompetent, unsafe, or otherwise objectionable.

### 19. SUPERINTENDENCE BY THE CONTRACTOR

At all times during performance of this contract, and until the work is completed and accepted, the Contractor shall directly superintend the work or assign and have on the worksite a competent superintendent who is satisfactory to the Yakama Nation and has authority to act for the Contractor.

### 20. PERMITS AND RESPONSIBILITIES

Unless otherwise provided in this contract, the Contractor shall, without additional expense to the Yakama Nation, be responsible for obtaining any necessary licenses and permits, and for complying with any Yakama Nation, federal, state, and municipal laws, codes, and regulations applicable to the performance of the work. The Contractor shall also be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence, and shall take proper safety and health precautions to protect the work, the workers, the public, and the property of others. The Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire work, except for any completed unit of work which may have been accepted under the contract.

### 21. OTHER CONTRACTS

The Yakama Nation may undertake or award other contracts for additional work, or may utilize in-house construction forces, at or near the site of the work. The Contractor shall fully cooperate

## Yakama Nation Construction Contract Template – Example

with such other contractors and the Yakama Nation employees, and carefully adapt scheduling and performance of the work under this contract to accommodate simultaneous performance, heeding any direction that may be provided by the Yakama Nation. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other contractors or by the Yakama Nation employees.

### 22. USE AND POSSESSION PRIOR TO COMPLETION

The Yakama Nation shall have the right to take possession of or use any completed or partially completed part of the work. Before taking possession of or using any work, the Yakama Nation shall furnish the Contractor a list of items of work remaining to be performed or corrected on those portions of the work that the Yakama Nation intends to take possession of or use. However, failure of the Yakama Nation to list any item of work shall not relieve the Contractor of responsibility for complying with the terms of the contract. The Yakama Nation's possession or use shall not be deemed an acceptance of any work under the contract.

### 23. CLEANING UP

A. The Contractor shall at all times keep the work area, including storage areas, free from accumulations of waste materials. Before completing the work, the Contractor shall remove from the work and premises any rubbish, tools, scaffolding, equipment, and materials that are not the property of the owner of the underlying real property. Upon completing the work, the Contractor shall leave the work area in a clean, neat, and orderly condition satisfactory to the Yakama Nation.

B. Unless specifically set forth in the contract, the Contractor shall not burn any material on site, on the right-of-way or on the access roads to the sites. All material and debris shall be hauled to an appropriate disposal site.

### 24. ROAD MAINTENANCE

The Contractor shall maintain all roads used by it, and upon completion of the job shall leave them in as good a condition as when first used. A road grading machine - not a bulldozer - shall be used for maintenance and final grading. In no event shall the Contractor interfere with the property owner's use of roads existing prior to the Contractor's entry.

### 25. STOP WORK ORDER

A. The Yakama Nation may order the Contractor to suspend all or any part of the work of this contract for the period of time that the Yakama Nation determines appropriate for the convenience of the Yakama Nation.

B. The contractor shall immediately comply with the Yakama Nation's order and take all reasonable steps to minimize the incurring of costs allocable to the work covered by the order.

### 26. PROTECTION OF EXISTING VEGETATION, STRUCTURES, AND IMPROVEMENTS

A. The Contractor shall preserve and protect all structures, equipment, utilities, other improvements, and vegetation (such as trees, shrubs, and grass) on or adjacent to the work site, which are not to be removed and which do not unreasonably interfere with the work required

## Yakama Nation Construction Contract Template – Example

under this contract. The Contractor shall only remove trees when specifically authorized to do so, and shall avoid damaging vegetation that will remain in place. If any limbs or branches of trees are broken during contract performance, or by the careless operation of equipment, or by workers, the Contractor shall trim those limbs or branches with a clean cut and paint the cut with a tree-pruning compound as directed by the Yakama Nation's representative.

B. If the Contractor fails or refuses to repair the damage promptly, the Yakama Nation may have the necessary work performed and charge the cost to the Contractor.

### 27. INSURANCE

A. The following minimum kinds and amounts of insurance are applicable in the performance of the work under this contract.

(1) *Workers' compensation and employer's liability.* Contractor is required to comply with applicable Federal and State workers compensation and occupational disease statutes. Employer's liability coverage of at least \$100,000 shall be required.

(2) *General liability.* Contractor shall provide general liability insurance of at least \$1,000,000 per occurrence. Any policy aggregate limits which apply, shall be modified to apply to each location and project. The policy shall name the Yakama Nation, its officials, officers, employees and agents, as insureds with respect to the contractor's performance of services.

(3) *Automobile liability.* The contractor shall provide automobile liability insurance covering the operation of all automobiles used in performing the contract. Policies shall provide limits of at least \$1,000,000 per accident and include coverage for all owned, non-owned and hired automobiles. The contractor's policy shall be primary to any insurance of the Yakama Nation.

(4) *Environmental impairment liability.* The contractor shall provide environmental impairment liability insurance of at least \$1,000,000 per occurrence. Such insurance will include coverage for the clean up, removal, storage, disposal, transportation and/or use of pollutants. The insurance policy shall name the Yakama Nation, its officials, officers, employees and agents as insured. The contractor's policy shall be primary to any insurance of the Yakama Nation.

B. The Contractor may, with the approval of the Yakama Nation, maintain a self-insurance program; provided that, with respect to workers' compensation, the Contractor is qualified pursuant to statutory authority.

C. Before commencing work under this contract, the Contractor shall provide to the Yakama Nation certificates of insurance from the insurance company stating the insurance required has been obtained and is in force. The certificate(s) shall identify the contractor and the contract(s) for which coverage is provided, and shall contain a statement that the insurer will give notice of cancellation or any material change to the Yakama Nation at least 30 days before the effective date. In addition, the contractor shall provide certificates as the policies are renewed throughout

## Yakama Nation Construction Contract Template – Example

the period of the contract. If the contractor's insurance does not cover the subcontractors involved in the work, the contractor shall provide certificates stating that the required insurance has been obtained by the subcontractors.

### 28. INSPECTION - SERVICES AND CONSTRUCTION

A. The Yakama Nation may inspect the work called for by the contract at any time and place. The Yakama Nation will perform inspections in a manner that will not unduly delay the work.

B. If any of the services do not conform with contract requirements, the Yakama Nation may require the Contractor to perform the services again in conformity with the contract at no cost to the Yakama Nation. When the defects in services cannot be corrected by re-performance, the Yakama Nation may deduct from the contract payments an amount which reflects the reduced value of the services performed.

C. Neither inspection, lack of inspection, acceptance, nor payment shall relieve the Contractor of any of its obligations under this contract.

D. If the Contractor does not promptly replace or correct rejected work, the Yakama Nation may (1) by contract or otherwise, replace or correct the work and charge the cost to the Contractor, and may (2) terminate for default the Contractor's right to proceed.

Unless otherwise specified in the contract, acceptance by the Yakama Nation will be in writing and shall be made as promptly as practicable after completion and inspection of all work required by the contract or that portion of the work the Yakama Nation determines can be accepted separately. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or the Yakama Nation's rights under any warranty or guarantee.

### 29. WARRANTY - CONSTRUCTION

A. In addition to any other warranties in this contract, the Contractor warrants, except as provided in paragraph (i) of this clause, that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, or design furnished, or workmanship performed by the Contractor or any subcontractor or supplier at any tier.

B. This warranty shall continue for a period of 1 year from the date of final acceptance of the work. If the Yakama Nation takes possession of any part of the work before final acceptance, this warranty shall continue for a period of 1 year from the date the Yakama Nation takes possession.

C. The Contractor shall remedy at the Contractor's expense any failure to conform, or any defect. In addition, the Contractor shall remedy at the Contractor's expense any damage to Yakama Nation-owned or controlled real or personal property, when that damage is the result of

(1) The Contractor's failure to conform to contract requirements; or

## Yakama Nation Construction Contract Template – Example

(2) Any defect of equipment, material, workmanship, or design furnished by the Contractor.

D. The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for 1 year from the date of repair or replacement.

E. The Yakama Nation shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect, or damage.

F. If the Contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, the Yakama Nation shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the Contractor's expense.

G. With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall--

(1) Obtain all warranties that would be given in normal commercial practice;

(2) Require all warranties to be executed, in writing, for the benefit of the Yakama Nation, if directed by the Yakama Nation; and

(3) Enforce all warranties for the benefit of the Yakama Nation, if directed by the Yakama Nation.

H. Unless a defect is caused by the negligence of the Contractor or subcontractor or supplier at any tier, the Contractor shall not be liable for the repair of any defects of material or design furnished by the Yakama Nation nor for the repair of any damage that results from any defect in Yakama Nation-furnished material or design.

(i) This warranty shall not limit the Yakama Nation 's rights under the Inspection and Acceptance clause of this contract with respect to latent defects, gross mistakes, or fraud.

### 30. FEDERAL, STATE AND LOCAL TAXES

The contract price shall include all applicable Federal, State, and local taxes and duties.

### 31. TERMINATION FOR THE CONVENIENCE OF THE YAKAMA NATION

A. The Yakama Nation may terminate all or any part of this contract, at any time, upon written notice to the contractor. Upon receipt of the termination notice, the contractor shall stop work on the terminated portion of the contract.

B. The contract amount shall be revised as a result of termination under this clause. [On fixed-price contracts the revised amount shall not exceed the pre-termination contract price plus reasonable termination expenses. On cost-reimbursement contracts it will not exceed the total of allowable and allocable costs of performance prior to termination plus termination expenses plus an adjustment of the fee on the terminated portion of the contract.] No payment will be made for

## Yakama Nation Construction Contract Template – Example

anticipated profits on the terminated portion, or consequential damages, of the contract. The contractor shall submit a settlement proposal within 30 days of the notice of termination.

### 32. TERMINATION OF AGREEMENT

The Yakama Nation may terminate this agreement, without cause, upon 30 days written notice or sooner. Upon such termination, the liability of the parties for the further performance of this agreement shall cease, but the parties shall not be relieved of the duty to perform their obligations up to the date of termination.

The Yakama Nation may terminate this agreement at any time in the event of a breach or violation of any of the terms and provisions of this agreement. Upon such breach, violation, or termination of this agreement, the Yakama Nation, to the extent permitted by applicable law, shall be entitled to enforce its rights under this Agreement, and recover its court costs and reasonable attorney's fees, as determined by the court. The foregoing shall not in any way limit or restrict any right or remedy at law or equity which would otherwise be available to the Yakama Nation, including, but not limited to, the right to contract with other qualified persons to complete the performance of services identified in or contemplated by this agreement.

### 33. FORCE MAJEURE

This agreement is subject to force majeure, and is contingent on strikes, accidents, acts of God, weather conditions, fire regulations, the actions of any government, including funding and/or budgetary decisions, and other circumstances which are beyond the control of the parties. If the terms and conditions of this agreement are unable to be performed as a result of any cause of force majeure, then this agreement shall be void, without penalty to any party for such non-performance.

### 34. SEVERABILITY

If any term or provision of this agreement is held invalid, the remaining provisions shall not be affected and shall remain in full force and effect.

### 35. NOTICE

Notice to the Contractor shall consist of a letter, delivered postage prepaid, addressed to:

Contractor  
Address  
Address

Notice to the Yakama Nation shall consist of a letter, delivered postage prepaid, addressed to:

JoDe L Goudy, Chairman  
Yakama Tribal Council  
PO Box 151  
Toppenish, WA 98948

## Yakama Nation Construction Contract Template – Example

and a copy to the Yakama Nation’s designated representative.

### 36. SUPERVISION OF CONTRACT/DESIGNATED REPRESENTATIVE

The Contractor shall act under the supervision of the following designated representative (s) of the Yakama Nation in performing services under this agreement: Brandon Rogers and.

### 37. COMPLIANCE PROVISIONS

#### A. Discrimination

The Contractor will not discriminate against any employee or applicant for employment because of handicap, race, age, religion, or sex. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their handicap, race, age, religion, or sex.

#### B. Indian Preference

Notwithstanding the provisions of paragraph 39 (A) above, for all work performed under this agreement, the Contractor shall give preference in employment, including subcontracts there under, to qualified Indians regardless of their handicap, age, religion or sex. To the extent feasible and consistent with the efficient performance of this agreement, the Contractor shall provide employment and training opportunities to Indians that are not fully qualified to perform under this agreement, regardless of their handicap, age religion or sex. Further, The Contractor shall comply with any Indian preference requirements established by the Yakama Nation to the extent that such requirements are consistent with the purpose and intent of this paragraph.

### 38. APPLICABLE LAW

The Contractor shall comply with the laws of the Yakama Nation and all applicable Federal laws and regulations, including the Davis Bacon Act and related federal labor law requirements associated with federally funded construction projects.

### 39. DISPUTE RESOLUTION

In the event a dispute arises between the Contractor and the Yakama Nation relating to the performance or interpretation of this agreement, the aggrieved party shall submit the matter, in writing, to the Chairman of the Yakama Tribal Council within ten (10) days of its occurrence. A copy of the aggrieved party’s submission shall be served upon the other party. The Chairman shall immediately convene a meeting of the parties, which shall be held in Toppenish, Washington, to resolve the matter. The decision of the Chairman shall be final and binding upon both parties.

Nothing herein this paragraph shall operate to prohibit the Yakama Nation from enforcing its rights under this agreement in a court of appropriate jurisdiction. The Yakama Nation may at its

Yakama Nation Construction Contract Template – Example

own election seek recovery of monetary damages from the Contractor's breach of any terms in this agreement in a federal and state court of competent jurisdiction.

40. SOVEREIGN IMMUNITY

The Yakama Nation, by entering into this agreement, does not waive its sovereign immunity from suit. This agreement shall be governed by the laws of the Yakama Nation except as otherwise expressly provided herein, and shall become effective on the first day written above.

41. ADDITIONAL SERVICES

Except as otherwise provided in this contract, no payment for additional services shall be made unless such services and the price therefore have been requested and authorized in advance in writing by the Yakama Nation.

42. CHANGES TO THE CONTRACT

This agreement may be modified or amended only by mutual agreement of the parties in writing and signed by each of the parties hereto.

43. ENTIRE AGREEMENT

This agreement incorporates all the agreements, covenants and understandings between the parties. No agreement or understanding, verbal or otherwise, of the parties regarding their responsibilities under this contract shall be valid or enforceable unless embodied in this agreement.

Compensation under this contract is dependent upon availability of funds to the Yakama Nation under Intergovernmental Contract between the Bonneville Power Administration and the Yakama Nation, the contract clauses of which are attached hereto and incorporated by reference herein. In addition to compliance with the other terms of this contract, Contractor shall comply with all requirements set forth in the contract clauses that are applicable to subcontractors by its terms. The contract agreement between Yakama Nation and Bonneville Power Administration shall be attached when fully executed.

**CONFEDERATED TRIBES AND BANDS  
OF THE YAKAMA NATION**

**CONTRACTOR:**

\_\_\_\_\_  
**JoDe L Goudy, Chairman    Date**  
**Yakama Tribal Council**

\_\_\_\_\_  
**Contractor                    Date**  
**EIN ##**

## EXHIBIT C - PAYMENT

Payment will be made as follows to the contractor in accordance with budget referenced in Exhibit "B."

- The contractor will be allowed to bill on a completed task basis. Each invoice shall specify what tasks were completed. Please see Exhibit B – Budget, for a list of the billable project tasks. Total billable amount shall not exceed \_\_\_\_\_ unless authorized in writing by the Owner's designated representative.

### *Tax Exemption*

The Contractor shall be exempt from paying state taxes for work performed on salmon habitat restoration projects which the Yakama Nation directs and undertakes as co-manager of fisheries resources pursuant to the Treaty with the Yakama of 1855 (12 Stat.951). A Treaty Fishery Tax Exemption Certificate and justification cover letter are attached to the contract award documentation. It is recommended that the Contractor keep a copy of the cover letter attached to the Tax Exemption Certificate for record keeping purposes.

### *Invoicing*

All invoicing for payments should occur no more than once per month during the contract period. Billing for payroll shall be completed using a Washington State certified payroll report form.

### *Davis Bacon Wages*

Davis Bacon Wages Apply to this contract. The winning contractor will adhere to the Davis Bacon rules and comply and submit all necessary paperwork and certified payroll to the Yakama Nation with each invoice submitted.



Confederated Tribes and Bands  
of the Yakama Nation

Established by the  
Treaty of June 9, 1855

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March 3<sup>rd</sup>, 2014

**Business Name Here**  
Address  
Address

RE: Tax Exemption Restoration Project

Attached please find an executed Treaty Fishery Tax Exemption Certificate concerning the Yakama Nation's contracting with **Business Name** for construction of salmon habitat which it undertakes as co-manager of fisheries resources pursuant to the Treaty with the Yakama of 1855 (12 Stat.951). The certificate is being provided to **Business Name** to assist it in complying with seller record keeping requirements in WAC 458-20-192(4). By executing the certificate, the Yakama Nation is certifying only that it is a federally recognized Indian tribe and that the contracted salmon habitat restoration work is part of its treaty fishery management program. The Yakama Nation does not waive sovereign immunity from suit, nor by executing the certificate, acknowledge or dispute the jurisdiction of the state of Washington over any governmental activities of the Yakama Nation or the applicability or non-applicability of any statutes or rules of the state of Washington to the exercise of tribal government operations or rights reserved to the Yakama Nation or its members by the Treaty of 1855. **Business Name** is advised to keep this letter on record with the attached certificate.

Sincerely,

**Tribal Chairperson**  
Yakama Tribal Council  
Yakama Nation

## Treaty Fishery Tax Exemption Certificate

This document is to be completed by the Tribe, Tribal member, or Intertribal organization whenever claiming an exemption from sales tax for purchases of Treaty Fishery items.

**Type of Certificate:**

- Blanket Certificate** (*Blanket certificates are valid for as long as the buyer and seller have a recurring business relationship. A "recurring business relationship" means at least one sale transaction within a period of twelve months. RCW 82.08.050 (7)(c).*)
- Single Use Certificate**

Seller's name: \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State \_\_\_\_ Zip code: \_\_\_\_\_

The purchaser is claiming exemption for the following Treaty Fishery item(s) or service(s):

**Check Applicable Boxes**

- |   |   |
|---|---|
| <input type="checkbox"/> Boat, Boat Trailer   | <input type="checkbox"/> Motor                  |
| <input type="checkbox"/> Gear, Net            | <input type="checkbox"/> Specialized Clothing   |
| <input type="checkbox"/> Boat/Engine Repair   | <input type="checkbox"/> Hatchery Equipment     |
| <input type="checkbox"/> Laboratory Equipment | <input type="checkbox"/> Processing Equipment   |
| <input type="checkbox"/> Smoking Equipment    | <input type="checkbox"/> Other (explain): _____ |
| <input type="checkbox"/> Operating Supplies   |   |

Provide one of the following:

- Federally recognized Tribe of the purchaser: \_\_\_\_\_ and  
Treaty Indian Fishing Identification Card number: \_\_\_\_\_ **or**
- Name of Intertribal Organization: \_\_\_\_\_

**Note:** This exclusion from tax is limited to those businesses wholly owned and operated by Indians/Tribes who have Treaty fishing rights and to Intertribal organizations for the protection of Indian Treaty Fisheries. Treaty Fishery means the fishing and shellfish rights preserved in a Tribe's treaty, a federal executive order, or an act of Congress. It includes activities such as harvesting, processing, transporting, or selling, as well as activities such as management and enforcement.

Sellers must document the buyer's name, address, item(s) purchased, and dollar amount of purchase.  
Reference: RCW 82.08.0254 and WAC 458-20-192.

I, the undersigned buyer, understand that by completing and signing this certificate I am certifying that I qualify for the tax-exempt purchase(s) indicated above. I understand that I am required to keep records to verify eligibility for the exemption(s) and that I will be required to pay sales or use tax on purchases that do not qualify for the exemption(s) in addition to any applicable interest and penalties. This certificate is given with full knowledge of, and subject to, the legally prescribed penalties for fraud and tax evasion per RCW 82.32.090.

Buyer's name: \_\_\_\_\_ Telephone number: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_ Zip code: \_\_\_\_\_

***Seller must retain a copy of this certificate.  
Do not send to Department of Revenue.***

For tax assistance or to request this document in an alternate format, visit <http://dor.wa.gov> or call 1-800-647-7706. Teletype (TTY) users may call (360) 705-6718.