

# **Exhibit A – Scope of Work**

## **Overview**

Yakama Nation Fisheries (Owner) is conducting an in-stream salmon habitat restoration project along Nason creek known as the Nason Creek Lower White Pine Groups 2&3 Habitat Enhancement Project.

The project site is located 1 mile west of the Nason creek WSDOT Rest Area on Hwy 2 (SR2).

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 C, Project Plans**. 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 Sheets in **Exhibit C**. **Exhibit D** Addendum 1 provides information and clarifications pursuant to the pre-bid site meeting.

## **Designated Representative**

The Owner's Designated Representatives for this project include Yakama Nation Habitat Biologist Jason Breidert 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 plan set.

## **Project Tasks**

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

- Mobilization
- Procure Materials
- TESC, SPCC Plan and Implementation
- Site Access
- Temporary Cofferdams/Dewatering
- Turbidity Control
- Excavation and Backfill
- Proper Disposal of Excavated Spoils
- Install Logs
- Culvert Installations
- Site Cleanup and Project Closeout

## **Contractors Obligations**

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

The In- Water Work Window for this project is runs from July 16<sup>th</sup> – July 31<sup>st</sup>.

### **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 prorated by partial work days or hours on standby.

### **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 upon completion of the contract.

### **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.

### **Road Signage**

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

### **Payment**

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

Example:

- The contractor will be allowed to bill on a completed task basis. Each invoice should specify what Tasks were completed. Please see Exhibit B-Budget, for a list of the project tasks.