

Exhibit A – Scope of Work

Overview

The Yakama Nation Fisheries (Owner) is conducting an in-stream salmon habitat restoration project along the Upper Entiat River between River Mile (RM) 24.7-24.8; hereafter referred to as the Entiat 3-D Large Woody Material (LWM) Revisited Habitat Enhancement Project.

The project site is located along the Entiat River Road on private property. From Wenatchee take Highway 97A until it crosses the Entiat River. Take a left onto Entiat River Road and travel approximately 23 miles to 17805 Entiat River Road. There will be flagging to indicate the driveway to turn into. Park in the gravel driveway please and not on the grass. We will be walking from the driveway several hundred yards to this property and the adjoining property which is where the project will be taking place. Please dress appropriately for the site tour.

All work on this project will be directed by the Owner's Designated Representative. All project specifications including technical specifications, engineered plan sheets, material standards, and quantities are contained within the attached **Exhibit C, Project Plan set**. No changes to the Project Planset will be allowed without prior approval from the Owner's Designated Representatives.

The attached **Exhibit B - (Budget Bid Sheet)** provides the contract Line Item Budget tasks to bid on which is referenced to the Work Tasks described on the Specifications Sheets in **Exhibit C. Exhibit D – (Pre-bid tour Q & A Notes)** provides information and clarifications pursuant to the pre-bid site meeting and will be posted after **April 12th, 2016 upon completion of pre-bid site tour. Exhibit E – (Heavy Equipment Daily Standby Rate) is for contractor's to list the daily equipment rate for equipment that will be on-site during construction.**

Designated Representative

The Owner's Designated Representatives for this project include Yakama Nation Habitat Biologist Chris Clemons as well as other Yakama Nation Habitat Biologists associated with the Yakama Nation Upper Columbia Habitat Restoration Project (UCHRP). Construction oversight will be provided by staff from the engineering firm who produced the project plan set: Interfluve Inc. (IFI).

Project Tasks

All Project Tasks will be completed as per **Exhibits C - (Project Plan set) and Exhibit D – (Pre-bid tour Q & A Notes)**. Major project elements include but are not limited to the following:

- Mobilization
- Procure Materials (Excluding Large Woody Material already on-site)
- TESC, SPCC Plan and Implementation
- Site Access (Minor clearing of existing access routes)
- Temporary Cofferdams
- Turbidity Control
- Excavation and Backfill

- Proper Disposal of Excavated Spoils
- Install Logs (Construct structures and Fabric Encapsulated Soil Lifts)
- 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 window (July 16th- July 31st). 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 Representative will monitor progress closely.

Project Timeline and Construction Hours

The In- Water Work Window for this project is runs from **July 16th – July 31st**. Construction hours will be from sunrise til' sundown on a daily basis until all project tasks are completed accordingly.

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 based upon the rates quoted by the contractor in **Exhibit E – (Heavy Equipment Daily Standby Rate)**. 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 stated rates. 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.

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.

Payment

Payment will be made as follows to the contractor in accordance with the 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 Bid Sheet for a list of billable project items/tasks. Total billable amount shall not exceed the selected contractor's submitted bid. Any changes to the bid once submitted must be discussed and authorized by the Owner's Designated Representative prior to payment.

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-managers of fisheries resources pursuant to the Treaty with the Yakama Tribe 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 upon completion of the contract.

Sub-Contracting

Sub-Contracting is not allowed under this 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 including, but not limited to any specialized equipment used for fire suppression in order to continue work under the varying industrial fire precautionary levels.

Road Signage

The Contractor will observe all road signage regulations regardless of the project location and **as per Exhibit C - (Project Plan set and Specifications), 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. 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.