

Notice of Updated Bidding Documents

Fender Mill Salmon Habitat Restoration Project Okanogan County, WA

Columbia River

Honor. Protect. Restore.

April 23, 2015

OFFICE

P.O. Box 151
401 Fort Road
Toppenish, WA 98948

PHONE

(509) 865-5121

FAX

(509) 865-6293

EMAIL

smih@yakamafish-nsn.gov

Dear Contractor,

The bid packet materials for the Fender Mill Side Channel Restoration Project have been updated as of April 23, 2015. Please visit the following link online to download all the updated bid packet materials for the Fender Mill Side Channel Restoration Project:

<http://yakamafish-nsn.gov/restore/projects/contractor-bid-packet-fender-mill-side-channel-restoration-project>

The updated bid materials cover the following changes:

- A copy of the standard Yakama Nation construction contract template has been included for review prior to bidding.
- New detail is now provided on sheet 7 in the construction planset regarding removal of the temporary waterbar. Please remember that the timing of final removal of the in-water cofferdam and the temporary waterbar will be determined based upon the proximity of spring Chinook spawning in the area, per request by NOAA Fisheries. When final removal takes place the cofferdam and waterbar material will be spoiled onsite near the channel outlet and will not need to be hauled to the owner provide fill area off-site.
- New detail is provided about the nature of the fill material called for on sheet 7 of the construction planset.
- Sheet 16 in the construction planset has been updated to better describe the material specifications for the pipe installation, including specifications for the slotted PVC pipe and required diameters for "Butt-Welded" HDPE pipe if used as an authorized material substitution.
- Specifications under TESC, SPCC Plan and Implementation on Sheet 17 in the construction planset have been updated. More information regarding high visibility fence provision and tire washing is provided.
- Specifications under Pipe Installation on Sheet 18 in the construction planset have been updated. More information about final surface grading of the backfill material is provided.
- Specifications under Miscellaneous Construction on Sheet 18 in the construction planset have been updated to remove the reference to a Tire Wash "Station".

- A construction stormwater permit will be obtained by the owner and assigned to the awarded contractor. Renewing the stormwater permit, if necessary, will be the responsibility of the contractor, including payment of any fees associated with the permit.
- The owner provided fill area will still be located within 10 miles of the project site, however whatever sites are used will not require trucks to pass through the Town of Winthrop. Scaling of trucks at the fill area may be required but the provision of a scale and/or a scale manager will not be the contractor's responsibility. One day site specific MSHA training of truck operators may be required, but such training will be provided by the owner if required.
- Yakama Nation will not provide digital copies of the project CAD files during the bidding process.

Please note that bids will still be due in **Toppenish** by Close of Business, **Wednesday, May 6, 2016**, in hardcopy form. Only hand delivery, mail, or parcel delivery service bids are accepted. Refer to the bid packet materials on-line for more directions on submitting a competitive bid.

Sincerely,



Hans Smith
Habitat Biologist
Yakama Nation Fisheries
Winthrop Field Office
2 Johnson Lane
Winthrop, WA 98862
(509) 449-2750 (Work Cell)
(509) 996-5005 (Winthrop Office)
smih@yakamafish-nsn.gov

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

Yakama Nation Construction Contract Template – Example

- (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 ##



Confederated Tribes and Bands
of the Yakama Nation

Established by the
Treaty of June 9, 1855

2015 Fender Mill Side Channel Restoration Project (Methow River)

Dear Contractor:

April 6, 2015

The Yakama Nation's Upper Columbia Habitat Restoration Project is requesting bids for construction of a **Salmon Habitat Enhancement Project** to be implemented on the Methow River starting in July of 2015. The project will involve all work elements and specifications found in the Project Plans and associated documents attached to this bid packet.

To be eligible for an award of contract for this project, please attend the mandatory pre-bid site visit on **April 22, 2015 at 12:30 pm** at the project location (**20 Grizzly Mountain Road, Winthrop, WA 98862**). This site visit will be conducted by Yakama Nation Fisheries Habitat Biologist Hans Smith, who is the project manager.

By the close of business on **Wednesday, May 6, 2015**, each contractor must have completed and submitted a signed copy of the attached Fender Mill Side Channel Restoration Project Bid Sheets. Please specify in writing on the bid sheets that all bid prices will be valid for at least 150 days. All competitive bid materials must be hand delivered or sent by parcel delivery service or postal mail to:

Yakama Nation

Attn: Jackie Olney, Fender Mill Side Channel Restoration Project

PO Box 151

Toppenish WA, 98948

(Shipping address: 401 Fort Road, Toppenish, WA 98948)

The project will be conducted between **July 1 and November 20, 2015**, to coincide with the permitted in-water work windows negotiated with NOAA, USFWS, and WDFW for this project. Please see the attached In-Water Work Permit Timeline Details document attached to this RFP for more information). This is a time of year when ESA-listed juvenile and adult salmon and steelhead may be present in or near the project area so turbidity control via cofferdam systems will be of the utmost importance. The winning contractor will understand the magnitude of this project and be equipped to perform all necessary 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, constructed log jams, irrigation and/or municipal water system pipe installation, 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 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 construction timeline of how you propose to get all project tasks completed within the stated project timelines.***
- ***Experience and preferably examples of the ability to create de-watered work areas through the use of coffering techniques. 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 construction of the project.***

Please note:

- 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 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.
- 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/M41-10/2014Amended1-5-2015.pdf>.

The attached Scope of Work Exhibit 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 Exhibit that may be in addition to the specifications and directions found in the Project Planset.

The project will require removal of over 30,000 cubic yards of floodplain alluvium to owner designated off-site spoils repositories that will be accessed by paved public roads and highways. Please see the attached Details On The Owner Provided Fill Areas document for more information about the fill areas. It is the preference of Yakama Nation Fisheries that most of the floodplain material requiring off-site disposal be removed from the Fender Mill Project Site within the first eight weeks of construction activities.

Additionally, this project will occur on lands owned by the State of Washington and managed by the Washington State Department of Fish and Wildlife. Construction access to the project site has already been pre-negotiated under a Memorandum of Understanding between the Yakama Nation and the Washington Department of Fish and Wildlife. One pre-requisite of this project is

that the winning bidder must be able to provide to the State of Washington all requirements listed in the attached template Right of Entry Agreement. Please note that the Adaptive Management obligations referenced in the Right of Entry Agreement in section 5 of the Terms and Conditions will not be assigned to the contractor by the Yakama Nation.

Awarded contractor must provide “san-i-can” service. Please note that this project is pending on permitting and final landowner permission. The Yakama Nation reserves the right to accept or reject any and all of the proposals received as a result of this request, or to cancel in part or entirely this request if it is in the best interest of the Yakama Nation to do so. This request does not commit the Yakama Nation to pay any costs incurred in the preparation of a proposal.

For questions regarding the site visit, please contact me at the numbers provided below.

Sincerely,



Hans Smith
Habitat Biologist
Yakama Nation Fisheries
2 Johnson Lane
Winthrop, WA 98862
(509) 449-2750 (Work Cell)
(509) 996-5005 (Winthrop Office)
smih@yakamafish-nsn.gov

BID PROPOSAL for Fender Mill Side Channel Restoration Project

Please use the Engineer's Stamped Project Plans and the bid packet to produce your competitive bids.

No.	Item	Quantity	Unit	Unit Price	Extended Price
1	TESC, SPCC Plan and Implementation	1	LS		
2	Mobilization	1	LS		
3	Traffic Control	1	LS		
4	Clearing and Grubbing	1	LS		
5	Channel Excavation Incl. Haul	33,300	CY		
6	Pipe Installation	1	LS		
7	Stabilized Construction Entrance w/ wheel wash	1	LS		
8	Topsoil Type B	500	CY		
9	Cofferdams	1	LS		
10	Pumping	1	LS		
11	Logs	1	LS		
				TOTAL (do not include tax)	\$ -

Company Name:

Date Prepared:

Certification

Printed Name and Title

Signature

By signing and submitting this form you are agreeing to honor the completed competitive bid for a period of up to 150 days from the date this form was prepared.

Yakama Nation 2015 Fender Mill Project Location



Goat Creek Road

T 35 R 20 Section 10

USFS

Fender Mill Project Footprint

WDFW

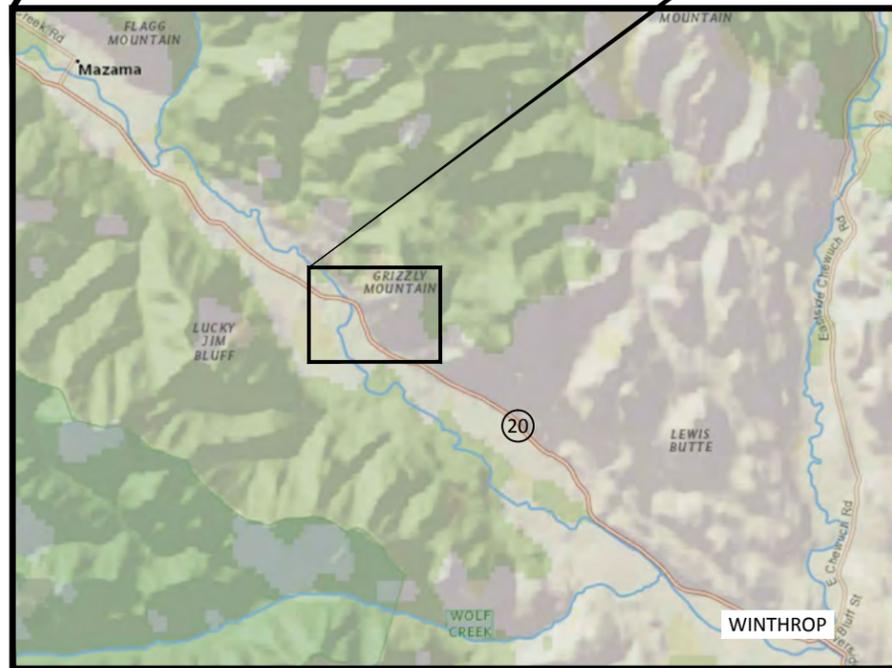
T 35 R 20 Section 15

WDFW

USFS



FENDER MILL SIDE CHANNEL SALMON HABITAT ENHANCEMENT PROJECT

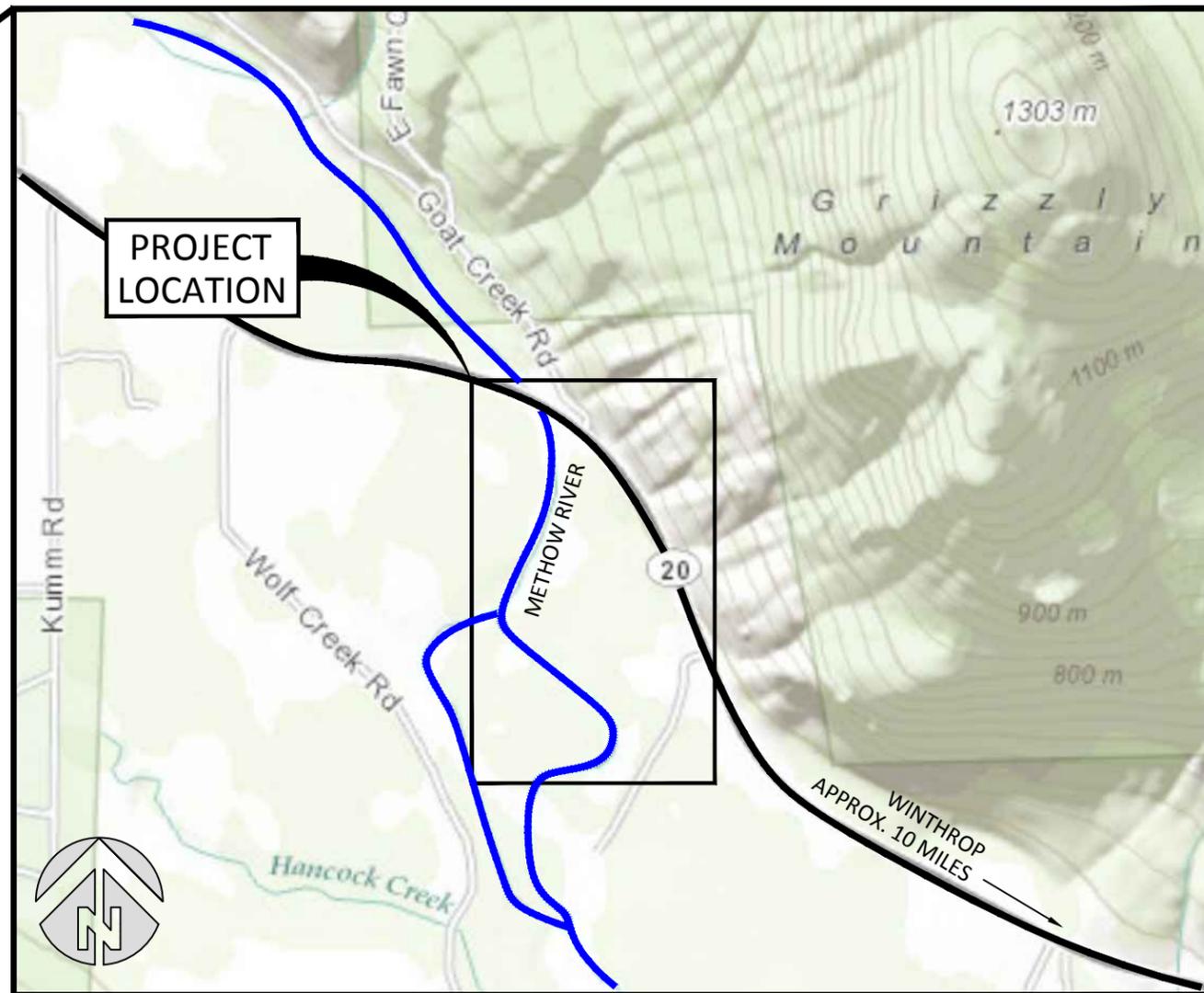


VICINITY MAP
NOT TO SCALE

COORDINATES:
LATITUDE: 48°32'15" N
LONGITUDE: 120°19'15" W

OKANOGAN COUNTY
SECTION 15, TOWNSHIP 35N, RANGE 20E

WATERBODY: METHOW RIVER
TRIBUTARY OF: COLUMBIA RIVER



SITE MAP
NOT TO SCALE



YAKAMA NATION FISHERIES
2 JOHNSON LANE
WINTHROP WA, 98862

SHEET INDEX

- 1 COVER, SHEET LIST, AND VICINITY MAPS
- 2 GENERAL NOTES
- 3 PLAN VIEW EXISTING CONDITIONS PROPERTY OWNERSHIP
- 4 PLAN VIEW ACCESS, STAGING, AND EROSION CONTROL
- 5 EROSION CONTROL PLAN
- 6 EROSION CONTROL DETAILS
- 7 PLAN AND PROFILE SIDE CHANNEL AND DITCH
- 8 PLAN AND PROFILE SIDE CHANNEL
- 9 TYPICAL SIDE CHANNEL DETAILS
- 10 GRADING CROSS SECTIONS
- 11 GRADING CROSS SECTIONS
- 12 LWD DETAILS
- 13 FLOODPLAIN LOG & CABLE DETAILS
- 14 PIPE PLAN AND PROFILE
- 15 PLAN VIEW GROUNDWATER GALLERIES
- 16 PIPE DETAILS
- 17 SPECIFICATIONS
- 18 SPECIFICATIONS
- 19 SPECIFICATIONS



NO.	BY	DATE	REVISION DESCRIPTION

RP,DF DRAWN	MB,MM,RP DESIGNED	MB,MM CHECKED
MB APPROVED	03/16/15 DATE	PROJECT

CONFEDERATED TRIBES AND BANDS OF THE YAKAMA NATION
METHOW RIVER
FENDER MILL SIDE CHANNEL



501 Portway Avenue, Suite 101
Hood River, OR 97031
541.386.9003
www.interfluve.com

COVER, SHEET LIST, AND
VICINITY MAPS

SHEET

1 OF 19

EXISTING DATA

GENERAL TOPOGRAPHIC INFORMATION IS PROVIDED FROM LIDAR FROM BOR AND SPECIFIC PROJECT AREA SURVEY PERFORMED BY INTER-FLUVE, INC. NOVEMBER 2ND TO NOVEMBER 6TH, 2009. SURVEY IS BASED ON A LOCAL COORDINATE SYSTEM.

SOILS

METHOW RIVER GRAVEL AND FLOODPLAIN SOILS.

UTILITIES

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

THE CONTRACTOR SHALL IMMEDIATELY CONTACT THE AFFECTED UTILITY SERVICE TO REPORT ANY DAMAGED OR DESTROYED UTILITIES. THE CONTRACTOR SHALL PROVIDE EQUIPMENT OR LABOR TO AID THE AFFECTED UTILITY SERVICE IN REPAIRING DAMAGED OR DESTROYED UTILITIES AT NO COST TO THE OWNER.

CONSTRUCTION ACCESS

ENTER THE SITE FROM HIGHWAY 20.

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 SAPLING AND TREES TO BE TRANSPLANTED OR REMOVED SHALL BE APPROVED AND CLEARLY MARKED BY THE OWNER'S REPRESENTATIVE.

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

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

FISH RESCUE

ALL FISH RESCUE EFFORTS SHALL BE SUPERVISED BY A QUALIFIED 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 WATER AND HELD WITHIN NO LONGER THAN 10 MINUTES.

CAPTURED FISHES SHALL BE IMMEDIATELY RELEASED INTO THE RIVER.

TREE SALVAGE

ANY REMOVED VEGETATION GREATER THAN 6 INCHES DIAMETER AND 15 FEET LONG SHOULD BE INCORPORATED INTO LOG JAM STRUCTURES. CONTRACTOR IS RESPONSIBLE FOR REMOVING SMALLER CLEARING AND GRUBBING DEBRIS FROM THE SITE 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.

PLACE SALVAGED BRUSH AND TREES ONTO SURFACES ADJACENT TO THE CLEARING AND GRUBBING AREA. SALVAGED BRUSH AND TREES SHALL BE PULLED FROM THE ADJACENT AREAS AND INCORPORATED INTO CHANNEL CONSTRUCTION.

LIVE TREES

ALL TREES NOT MARKED FOR REMOVAL SHALL BE LEFT STANDING UNDISTURBED. LOGGING ACTIVITY SHALL NOT DEBARK OR DAMAGE LIVE TREES.

KEEP OUT OF DRIP LINE OF EXISTING TREES TO REMAIN.

SUMMARY OF QUANTITIES

Item	Quantity	Notes
Logs with Roots	194	40', 16-24" dbh
Logs, no roots	154	40', 10-18" dia scaled end
Timber Piles	120	
Temporary Silt Fence	100 ft	
Check Dam Gravel	200 cy	Gravel Backfill for Drains 9-03.12(4)
Cable (100 connections)	2000 ft	incl. 200 clamps
Side Channel		
Excavation	32,700 cy	to spoils repository
Fill	600 cy	salvaged native gravel
Topsoil Type B		On site salvage and re-use. Volume to be determined
Pipe Trench		
Pipe and fittings	see table, sheet 16	
Trench excavation & backfill	5,700 cy	haul to/from temp stockpile
Drain rock	200 cy	Gravel Backfill for Drains 9-03.12(4)
Nonwoven geotextile	12ft x 500 ft	
Excess fill disposal	400 cy	to spoils repository

*APPROXIMATE CONSTRUCTION QUANTITIES ARE FOR INFORMATIONAL PURPOSES ONLY, AND ARE NOT TO BE USED AS BASIS FOR COMPENSATION. 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	SQAURE YARDS
CY	CUBIC YARDS
AC	ACRES
OC	ON CENTER
PLS	PURE LIVE SEED
TESC	TEMPORARY EROSION AND SEDIMENT CONTROL
SWPPP	STORMWATER POLLUTION PREVENTION PLAN



NO.	BY	DATE	REVISION DESCRIPTION

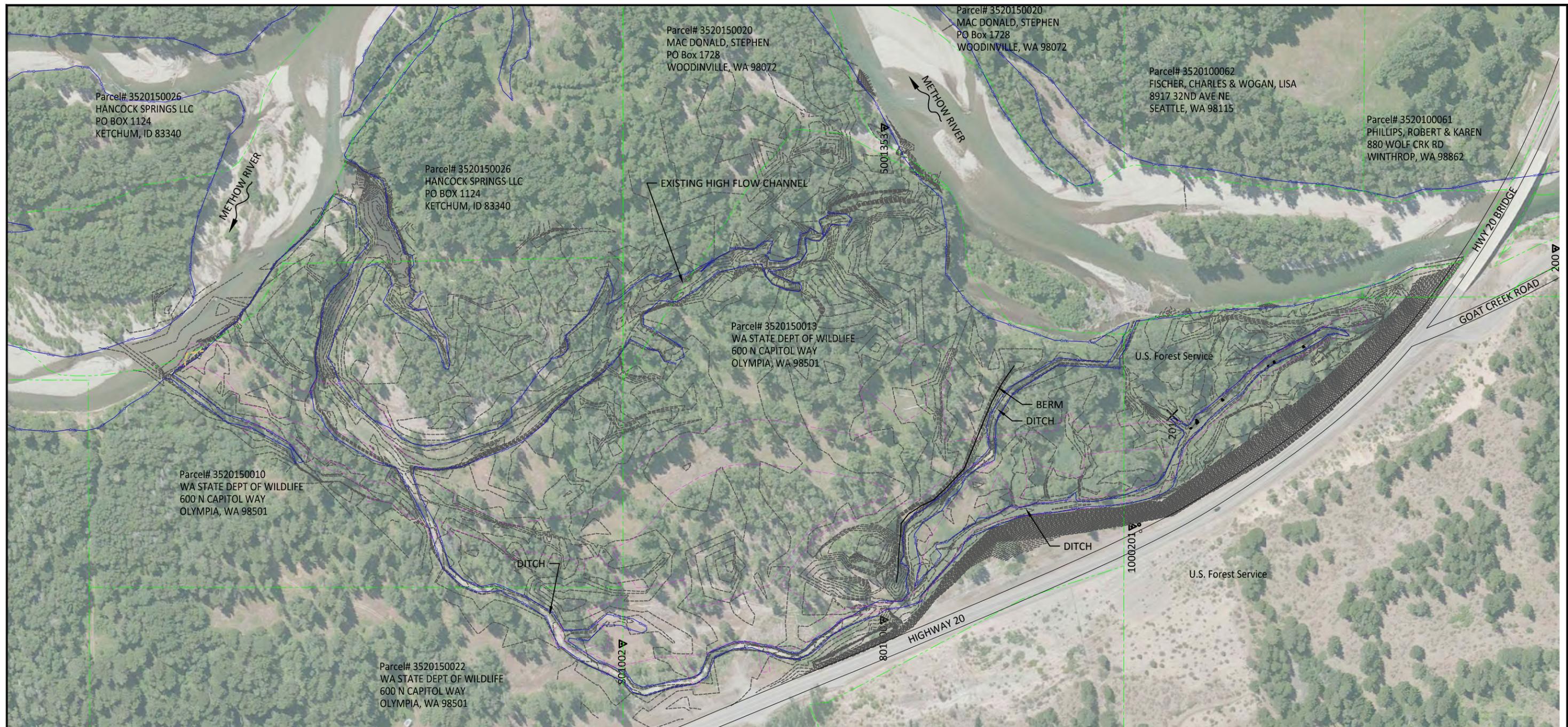
RP,DF DRAWN	MB,MM,RP DESIGNED	MB,MM CHECKED
MB APPROVED	03/16/15 DATE	PROJECT

CONFEDERATED TRIBES AND BANDS OF THE YAKAMA NATION
METHOW RIVER
FENDER MILL SIDE CHANNEL



501 Portway Avenue, Suite 101
Hood River, OR 97031
541.386.9003
www.interfluve.com

GENERAL NOTES



PLAN VIEW OF EXISTING CONDITIONS

SURVEY CONTROL POINTS				
POINT NO.	NORTHING	EASTING	ELEVATION	DESCRIPTION
200	563793.755	1764014.939	1977.715	PK NAIL 200
201	562708.477	1764724.393	1980.102	PK NAIL 201
51353	562074.592	1763706.170	1946.146	REBAR 60410
81000	562072.391	1764963.303	1948.796	BOR 2329 GPIN
81002	561402.734	1765024.235	1941.670	BOR 24 GPIN

LEGEND

- EXISTING CONTOURS (1 FOOT INTERVALS)
- ▲ CP 603 SURVEY CONTROL POINT
- ORDINARY HIGH WATER
- PROPERTY LINES
- PROPOSED LIMITS OF DISTURBANCE

NOTE: SPECIFIC PROJECT AREA SURVEY PERFORMED BY INTER-FLUVE, INC. NOVEMBER 2ND TO NOVEMBER 6TH, 2009, AND SPRING AND FALL OF 2014.



NO.	BY	DATE	REVISION DESCRIPTION

RP,DF DRAWN	MB,MM,RP DESIGNED	MB,MM CHECKED
MB APPROVED	03/16/15 DATE	PROJECT

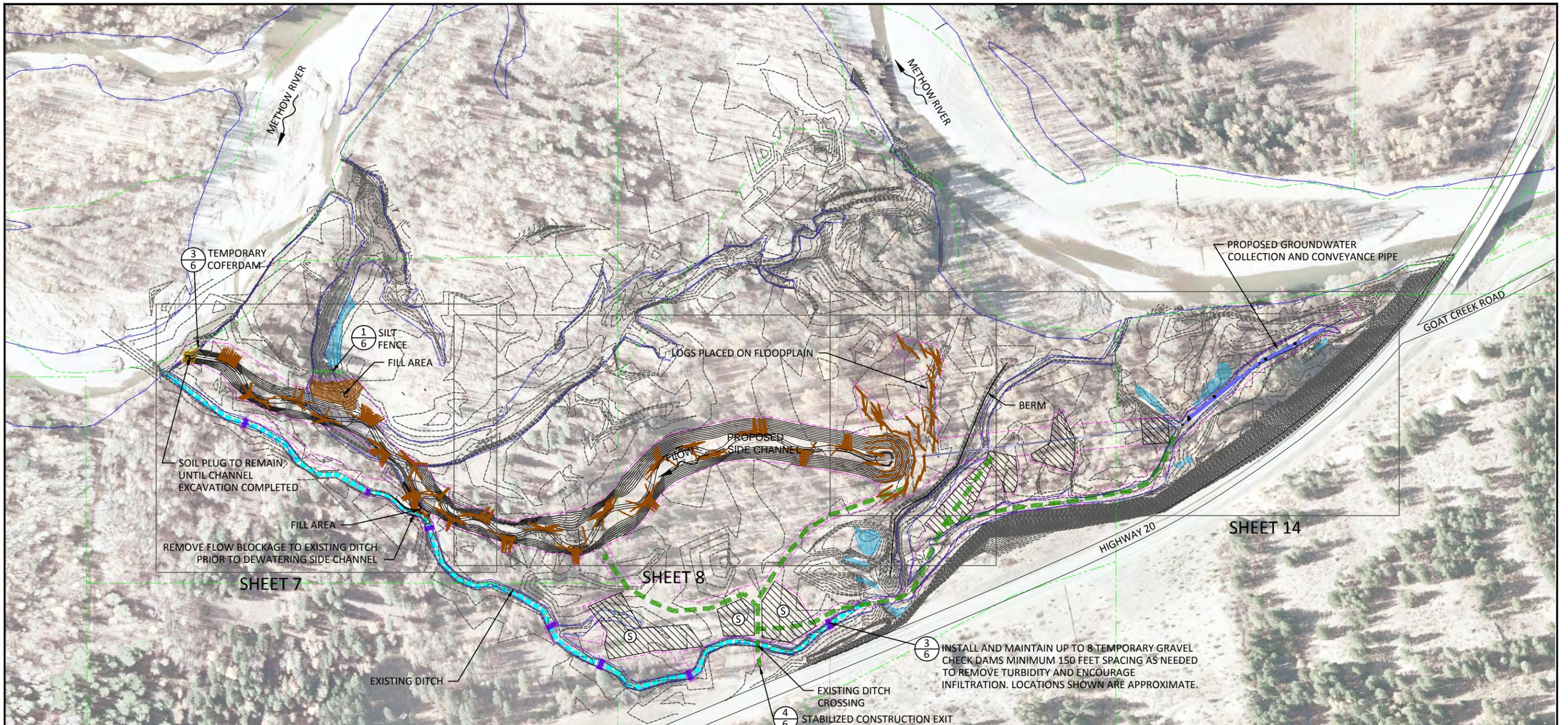
CONFEDERATED TRIBES AND BANDS OF THE YAKAMA NATION
METHOW RIVER
FENDER MILL SIDE CHANNEL



501 Portway Avenue, Suite 101
Hood River, OR 97031
541.386.9003
www.interfluve.com

PLAN VIEW EXISTING CONDITIONS
PROPERTY OWNERSHIP

SHEET
3 OF 19



LEGEND

- EXISTING CONTOURS (1-FT INTERVAL)
- PROPOSED CONTOURS (1 FT INTERVAL)
- ▨ TEMPORARY GRAVEL CHECKDAM
- TEMPORARY ACCESS ROUTE
- ▨ TEMPORARY STAGING/STOCKPILE
- LIMITS OF DISTURBANCE
- SILT FENCE
- ▨ LOG INSTALLATIONS
- ▨ SOIL PLUG
- EXISTING DITCH TO BE USED FOR DEWATERING
- ▨ FILL
- ORDINARY HIGH WATER
- PROPERTY LINES
- ▨ STOCKPILE AREA FOR STORING FILL TO BE TRANSFERRED TO ROAD HAULERS

PLAN VIEW



SCALE IN FEET
NOTE: ALL TREES TO REMAIN EXCEPT THOSE FIELD MARKED FOR REMOVAL.



NO.	BY	DATE	REVISION DESCRIPTION

RP,DF DRAWN	MB,MM,RP DESIGNED	MB,MM CHECKED
MB APPROVED	03/16/15 DATE	PROJECT

CONFEDERATED TRIBES AND BANDS OF THE YAKAMA NATION
METHOW RIVER
FENDER MILL SIDE CHANNEL



501 Portway Avenue, Suite 101
Hood River, OR 97031
541.386.9003
www.interfluve.com

PLAN VIEW ACCESS, STAGING,
AND EROSION CONTROL

EROSION CONTROL PLAN

THE CONTRACTOR IS ADVISED THAT THE PROJECT AREA DRAINS TO A SALMON BEARING STREAM AND/OR STATE WATERS AND THAT THE CONTRACTOR IS RESPONSIBLE TO PROTECT THE RECEIVING WATERS FROM DELETERIOUS EFFECTS OF CONSTRUCTION.

THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING THE EROSION CONTROL MEASURES SHOWN OR DESCRIBED IN THE CONTRACT DOCUMENTS AND ANY ADDITIONAL MEASURES THAT MAY BE REQUIRED BY THE CONTRACTORS MEANS AND METHODS OF CONSTRUCTION AS NEEDED TO CONTROL EROSION AND SEDIMENT AT THE CONSTRUCTION SITE AND TO PREVENT VIOLATION OF SURFACE WATER QUALITY, GROUND WATER QUALITY, OR SEDIMENT MANAGEMENT STANDARDS. EROSION CONTROL MEASURES SHALL BE MAINTAINED THROUGHOUT THE COURSE OF CONSTRUCTION AND UNTIL ALL DISTURBED EARTH IS STABILIZED IN FINISH GRADES.

INSPECTION AND MAINTENANCE

ALL BEST MANAGEMENT PRACTICES (BMPs) SHALL BE INSPECTED, MAINTAINED, AND REPAIRED AS NEEDED TO ASSURE CONTINUED PERFORMANCE OF THEIR INTENDED FUNCTION. ALL ON-SITE EROSION AND SEDIMENT CONTROL MEASURES SHALL BE INSPECTED AT LEAST ONCE EVERY SEVEN DAYS AND WITHIN 24 HOURS AFTER ANY STORM EVENT GREATER THAN 0.5 INCHES OF RAIN PER 24 HOUR PERIOD.

SEDIMENT MUST BE REMOVED FROM SILT FENCES BEFORE IT REACHES APPROXIMATELY ONE THIRD THE HEIGHT OF THE FENCE, ESPECIALLY IF HEAVY RAINS ARE EXPECTED.

EROSION CONTROL

CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING AND MAINTAINING ALL NECESSARY EROSION CONTROL FACILITIES TO COMPLY WITH APPLICABLE EROSION CONTROL REGULATIONS.

THE CONTRACTOR SHALL ENSURE THAT MATERIALS FOR EMERGENCY EROSION CONTROL ARE ONSITE, INCLUDING BUT NOT LIMITED TO: SEDIMENT CONTROL MATERIALS (I.E. SILT FENCE, STRAW BALES, STRAW WATTLES, DIRT BAGS); AN OIL-ABSORBING, FLOATING BOOM WHENEVER FLOWING SURFACE WATER IS PRESENT.

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

THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR PROVIDING EROSION, SEDIMENT, AND POLLUTION CONTROL MEASURES TO COMPLY WITH ALL APPLICABLE REGULATIONS. NOTICE TO PROCEED WILL NOT BE ISSUED UNTIL THE CONTRACTOR OBTAINS AN APPROVED ESC PLAN.

THE CONTRACTOR SHALL SUBMIT NAME, ADDRESS AND 24-HOUR PHONE NUMBER OF PERSON RESPONSIBLE FOR EROSION PREVENTION AND SEDIMENT CONTROL MEASURES, AND SPILL CONTAINMENT.

THE IMPLEMENTATION OF EROSION, SEDIMENT, AND POLLUTION CONTROL MEASURES AND THE CONSTRUCTION, MAINTENANCE, REPLACEMENT, AND UPGRADING OF THESE FACILITIES IS THE RESPONSIBILITY OF THE CONTRACTOR UNTIL ALL CONSTRUCTION IS COMPLETED AND APPROVED, AND VEGETATION IS ESTABLISHED.

CONTRACTOR'S TESC 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 THIS SWPPP, 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:

1. WHEN MAJOR GRADING ACTIVITIES OCCUR,
2. DATES OF RAINFALL EVENTS EITHER EXCEEDING 2 HOURS DURATION OR MORE THAN 0.5 INCHES/24 HOURS,
3. WHEN CONSTRUCTION ACTIVITIES TEMPORARILY OR PERMANENTLY CEASE ON SITE, OR ON A PORTION OF THE SITE,
4. WHEN STABILIZATION MEASURES ARE INITIATED FOR PORTIONS OF THE SITE.

SWPPP REQUIRED REPORTS SHALL BE MADE AVAILABLE TO THE OWNER AND ENGINEER ON REQUEST AND SHALL BE PROVIDED FOR REVIEW AND APPROVAL PRIOR TO APPLICATION FOR PAYMENT.

VEHICLE OPERATIONS AND STAGING

THE CONTRACTOR SHALL COMPLETE VEHICLE STAGING, CLEANING, MAINTENANCE, REFUELING, AND FUEL STORAGE IN VEHICLE STAGING AREA PLACED 100 FEET OR MORE FROM ANY STREAM, WATER BODY OR WETLAND.

THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING A SPILL CONTAINMENT AND CONTROL PLAN WITH NOTIFICATION PROCEDURES. SPECIFIC CLEANUP AND DISPOSAL INSTRUCTIONS FOR DIFFERENT PRODUCTS. THE CONTRACTOR SHALL STAGE QUICK RESPONSE CONTAINMENT AND CLEANUP MEASURES ON THE SITE, ALONG WITH PERSONEL TRAINED IN PROPOSED METHODS FOR DISPOSAL OF SPILLED MATERIALS AND SPILL CONTAINMENT.

CONTRACTOR SHALL INSPECT ALL VEHICLES OPERATED WITHIN 150 FEET OF ANY STREAM, WATER BODY OR WETLAND DAILY FOR FLUID LEAKS BEFORE LEAVING THE VEHICLE STAGING AREA. REPAIR ANY LEAKS DETECTED IN THE VEHICLE STAGING AREA BEFORE THE VEHICLE RESUMES OPERATION. DOCUMENT INSPECTIONS IN A RECORD THAT IS AVAILABLE FOR REVIEW UPON REQUEST.

BEFORE OPERATIONS BEGIN AND AS OFTEN AS NECESSARY DURING OPERATION, PRESSURE WASH ALL EQUIPMENT THAT WILL BE USED BELOW BANKFULL ELEVATION UNTIL ALL VISIBLE EXTERNAL OIL, GREASE, MUD, AND OTHER VISIBLE CONTAMINANTS ARE REMOVED.

THE CONTRACTOR SHALL DIAPER ALL STATIONARY POWER EQUIPMENT (I.E. GENERATORS, PUMPS, CRANES) OPERATED WITHIN 100 FEET OF ANY STREAM, WATER BODY OR WETLAND TO PREVENT LEAKS, UNLESS SUITABLE CONTAINMENT IS PROVIDED TO PREVENT POTENTIAL SPILLS FROM ENTERING ANY STREAM OR WATER BODY.

SEDIMENT CONTROLS

THE DUFF LAYER, NATIVE TOP SOIL, AND NATURAL VEGETATION SHALL BE RETAINED IN AN UNDISTURBED STATE TO THE MAXIMUM EXTENT PRACTICABLE. THE CONTRACTOR SHALL MARK ALL AREAS WHICH ARE NOT TO BE DISTURBED, INCLUDING SETBACKS, SENSITIVE/CRITICAL AREAS AND THEIR BUFFERS. TREES AND DRAINAGE COURSES NOT TO BE DISTURBED SHALL BE MARKED AND FLAGGED BEFORE CONSTRUCTION ACTIVITIES ARE INITIATED.

CONTROL POLLUTANTS

CONTRACTOR MUST PREPARE A SPILL PREVENTION CONTROL AND COUNTER MEASURE (SPCC) PLAN AND IMPLEMENT REQUIRED MEASURES TO CONTROL POLLUTANTS. SEE THE SPECIAL PROVISIONS.

ALL POLLUTANT DISCHARGES OTHER THAN SEDIMENT THAT OCCUR ON SITE DURING CONSTRUCTION SHALL BE HANDLED AND DISPOSED OF IN A MANNER THAT DOES NOT CAUSE CONTAMINATION OF STORMWATER, GROUNDWATER, OR SOILS TO REMAIN ON SITE.

THE USE OF LIME, FLYASH, OR OTHER SOIL AMENDMENTS THAT COULD ALTER THE PH OF DISCHARGE WATERS IS PROHIBITED.

STABILIZE SOILS AND PROTECT SLOPES

FROM MAY 1 THROUGH SEPTEMBER 30, ALL EXPOSED SOILS SHALL BE PROTECTED FROM EROSION BY MULCHING, PLASTIC SHEETING, HYDROSEED COVERING, OR OTHER APPROVED MEASURES WITHIN ONE WEEK OF GRADING. FROM OCTOBER 1 THROUGH APRIL 30, ALL EXPOSED SOILS MUST BE PROTECTED WITHIN 2 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. HYDROSEED AS SOON AS PRACTICAL ALL DISTURBED AREAS NOT INDICATED IN THE CONTRACT DOCUMENTS FOR OTHER PERMANENT STABILIZATION MEASURES. DESIGN, CONSTRUCT, AND PHASE CUT AND FILL SLOPES IN A MANNER THAT WILL MINIMIZE EROSION. REDUCE SLOPE VELOCITIES ON DISTURBED SLOPES BY PROVIDING TEMPORARY BARRIERS. STORMWATER FROM OFF SITE SHOULD BE HANDLED SEPARATELY FROM STORMWATER GENERATED ON SITE.

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 BMPs 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.

CONTROL WATER

TEMPORARY COFFERDAM

THE CONTRACTOR SHALL BE RESPONSIBLE FOR REVIEWING ALL STATE AND FEDERAL ENVIRONMENTAL PERMITS ISSUED FOR THE PROJECT FOR ADDITIONAL EROSION CONTROL OR BMP REQUIREMENTS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ENSURING ALL CONSTRUCTION RELATED PERMIT REQUIREMENTS ARE FOLLOWED.

A TEMPORARY COFFERDAM SHALL BE USED TO ISOLATE EXCAVATION AREAS FROM THE RIVER. INSTALLATION OF TEMPORARY COFFERDAM SHALL BE 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 THE COFFERDAM FAILS DUE TO CONTRACTOR NEGLIGENCE, FISH RESCUE SHALL BE REPEATED BY YAKAMA FISHERIES CREWS AT CONTRACTOR'S EXPENSE.

DEWATERING

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 VISQUINE OR GEOTEXTILE LINER OR PLYWOOD OR METAL PLATING AS NECESSARY TO DISSIPATE PUMP DISCHARGE JET TO PREVENT EROSION.

SIDE CHANNEL DEWATERING:

SIDE CHANNEL SITE DEWATERING AND CONTROL OF WATER WILL REQUIRE PUMPING. THE OVERALL DEWATERING PUMPING SYSTEM WILL INCLUDE TWO PUMPING SCHEMES:

1. TWO 3" PUMPS SHALL MOVE ALONG WITH EACH WORK AREA TO REMOVE LOCAL GROUNDWATER FOR ~200' LENGTHS OF CHANNEL CONSTRUCTION. ONE PUMP AT UPSTREAM END AND ONE DOWNSTREAM. THE WATER SHALL BE PUMPED TO UPLAND AREAS FOR INFILTRATION.
2. AT THE DOWNSTREAM END OF THE PROJECT, NEAR THE COFFERDAM, A 6" PUMP AND 4" BACKUP PUMP SHALL BE INSTALLED TO REMOVE SEDIMENT-LADEN WATER AND DISCHARGE IT TO NEARBY UPLAND AREAS FOR INFILTRATION.

PIPE TRENCH DEWATERING:

THE CONTRACTOR MAY ELECT TO INSTALL PIPE AFTER THE SIDE CHANNEL IS FULLY OR PARTIALLY CONSTRUCTED SO THAT WATER DEVELOPED FROM PIPE TRENCH EXCAVATIONS CAN DRAIN TO THE SIDE CHANNEL. CONSTRUCTION WATER DISCHARGED TO THE SIDE CHANNEL CAN THEN BE PUMPED TO UPLAND AREAS FOR INFILTRATION. PREVENT PUMP DISCHARGE FROM FLOWING INTO WETLAND AREAS.

REMOVE SEDIMENT THAT SETTLES IN THE SIDE CHANNEL. DO NOT ALLOW GRAVEL TO ENTER PIPE.



11/15/2011 10:00 AM C:\Users\mccallister\Documents\2011\20110825\20110825001\20110825001.dwg

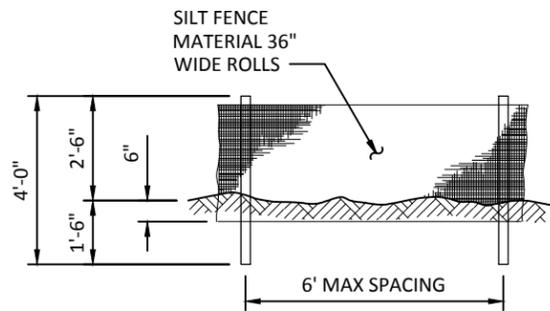
NO.	BY	DATE	REVISION DESCRIPTION

RP,DF DRAWN	MB,MM,RP DESIGNED	MB,MM CHECKED
MB APPROVED	03/16/15 DATE	PROJECT

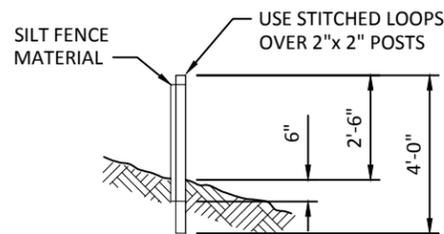
CONFEDERATED TRIBES AND BANDS OF THE YAKAMA NATION
METHOW RIVER
FENDER MILL SIDE CHANNEL



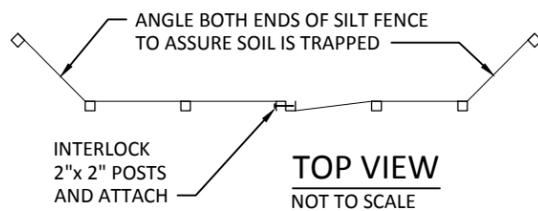
501 Portway Avenue, Suite 101
Hood River, OR 97031
541.386.9003
www.interfluve.com



FRONT VIEW
NOT TO SCALE



SIDE VIEW
NOT TO SCALE

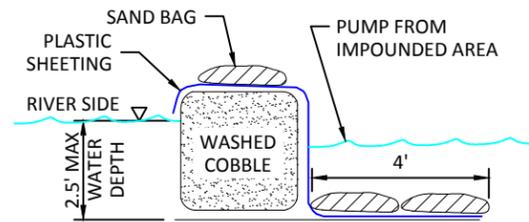


TOP VIEW
NOT TO SCALE

1
6 **TYPICAL SILT FENCE**
NOT TO SCALE

SILT FENCE NOTES:

1. THE SILT FENCE SHALL BE PURCHASED IN A CONTINUOUS ROLL CUT TO THE LENGTH OF THE BARRIER TO AVOID USE OF JOINTS. WHEN JOINTS ARE NECESSARY, SILT FENCE SHALL BE SPliced TOGETHER ONLY AT A SUPPORT POST, WITH A MINIMUM 6 INCH OVERLAP, AND BOTH ENDS SECURELY FASTENED TO THE POST. ALTERNATIVELY, OVERLAP AND INTERLOCK TWO POSTS WITH ATTACHED FABRIC AS REQUIRED TO MEET APPLICABLE REGULATIONS.
2. THE SILT FENCE IS TO BE INSTALLED AT LOCATIONS SHOWN ON THE PLAN ALONG THE DOWNHILL PERIMETER OF CONSTRUCTION AREAS. THE FENCE POSTS SHALL BE SPACED A MAXIMUM OF 6 FEET APART AND DRIVEN SECURELY INTO THE GROUND A MINIMUM OF 24 INCHES.
3. THE SILT FENCE SHALL HAVE A MINIMUM VERTICAL BURIAL OF 6 INCHES. ALL EXCAVATED MATERIAL FROM SILT FENCE INSTALLATION SHALL BE BACK-FILLED AND COMPACTED ALONG THE ENTIRE DISTURBED AREA.
4. STANDARD OR HEAVY DUTY SILT FENCE SHALL HAVE MANUFACTURED STITCHED LOOPS FOR 2 INCHES X 2 INCHES POST INSTALLATION.
5. SILT FENCES SHALL BE REMOVED WHEN THEY HAVE SERVED THEIR USEFUL PURPOSE, BUT NOT BEFORE THE UPSLOPE AREA HAS BEEN PERMANENTLY PROTECTED AND STABILIZED, OR AS DIRECTED BY OWNER'S REPRESENTATIVE.

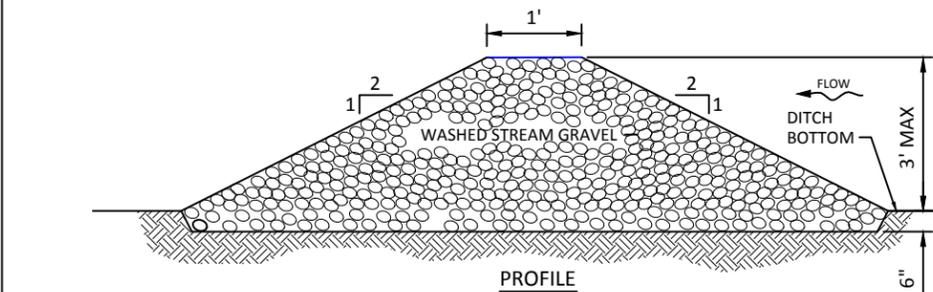


SINGLE LAYER COFFERDAM
(WATER DEPTH LESS THAN 2.5')

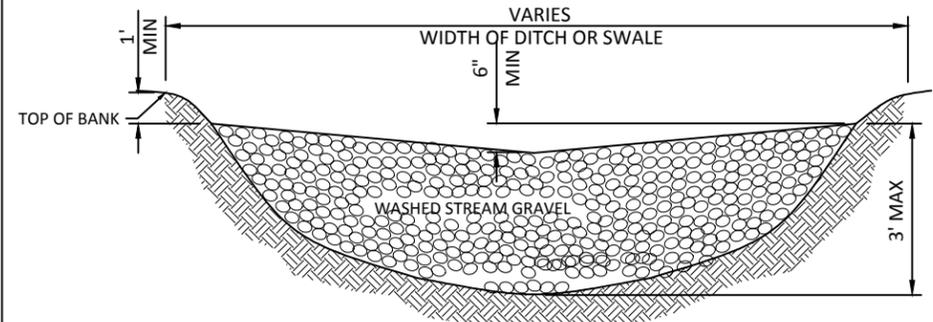
2
6 **TYPICAL BULK BAG COFFERDAM**
NOT TO SCALE

TEMPORARY COFFERDAM (BULK BAG) NOTES:

1. 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.
2. 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.
3. 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.
4. 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.
5. 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.
6. 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.
7. 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.
8. CONTRACTOR SHALL PROVIDE PUMPING SUFFICIENT FOR A NET INFLOW TO THE WORK AREA, AND DISCHARGE TURBID WATER TO UPLAND FLOODPLAIN.
9. BULK BAG COFFERDAM SHALL BE COMPLETELY REMOVED AFTER CONSTRUCTION IS COMPLETED AND TURBIDITY HAS BEEN REMOVED.
10. 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.
11. IF NECESSARY, GAPS BETWEEN BULK BAGS SHALL BE FILLED WITH WASHED STREAM GRAVEL TO IMPROVE COFFERDAM SEAL.

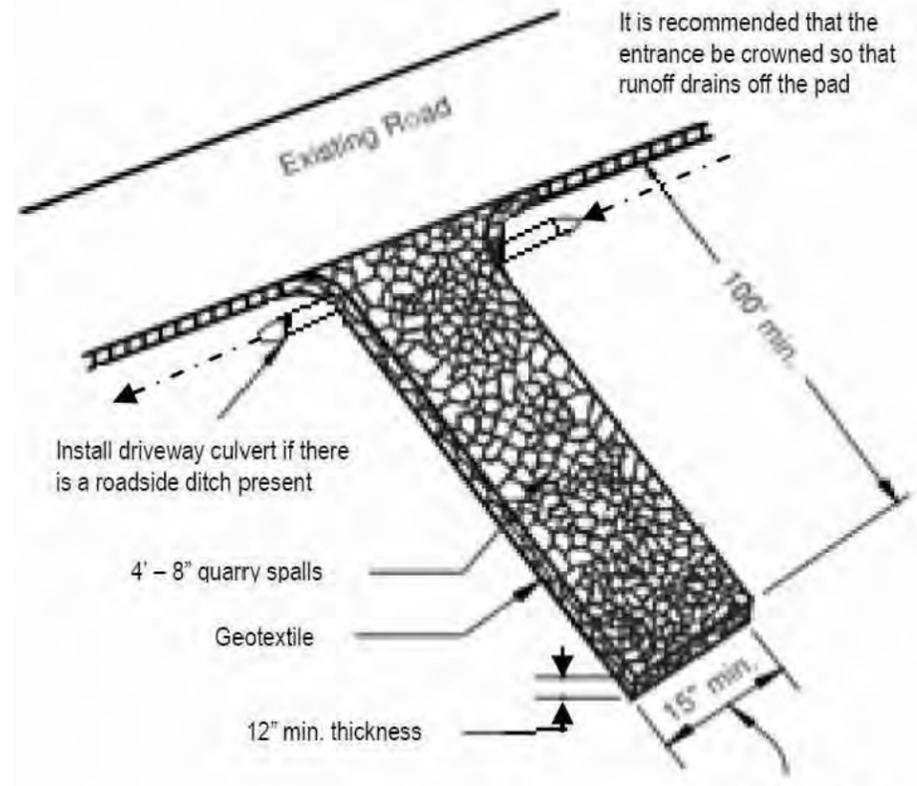


PROFILE



CROSS SECTION

3
6 **TYPICAL TEMPORARY GRAVEL CHECK DAM**
NOT TO SCALE



4
6 **STABILIZED CONSTRUCTION EXIT**
BMP C105

CHECKDAM NOTES:

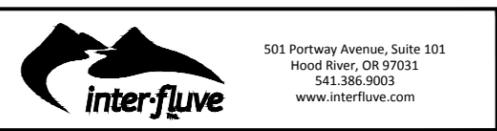
1. USE "GRAVEL BACKFILL FOR DRAINS".
2. FOR ADDED STABILITY, THE BASE OF THE DAM SHALL BE KEYED 6 INCHES INTO THE SOIL.
3. PROVIDE CHECK DAMS AS NECESSARY WHERE SURFACE FLOWS REQUIRE ENERGY DISSIPATION AND/OR REDUCTION OF TURBIDITY.
4. REMOVE CHECKDAMS BEFORE DEMOBILIZING.



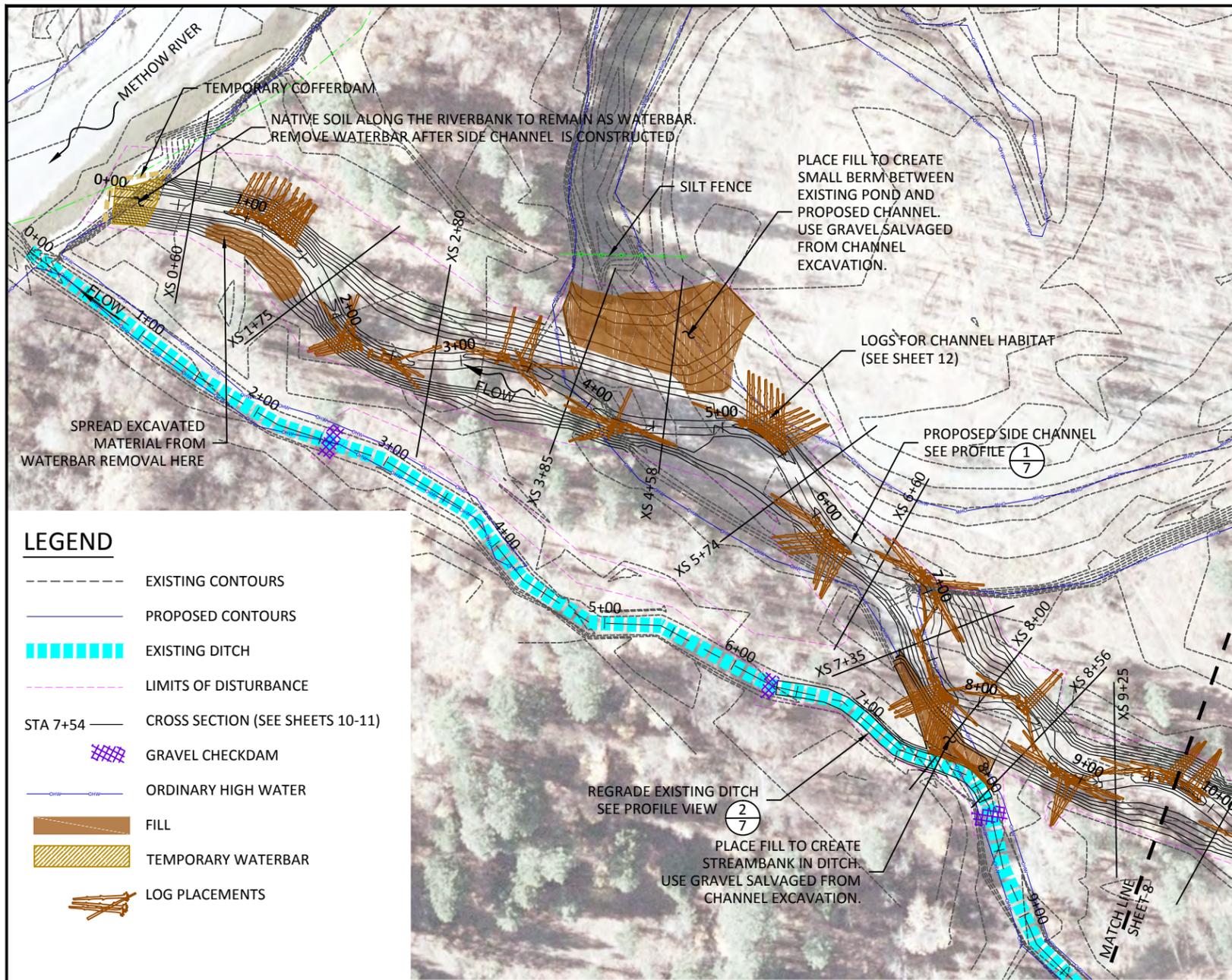
NO.	BY	DATE	REVISION DESCRIPTION

RP,DF DRAWN	MB,MM,RP DESIGNED	MB,MM CHECKED
MB APPROVED	03/16/15 DATE	 PROJECT

CONFEDERATED TRIBES AND BANDS OF THE YAKAMA NATION
METHOW RIVER
FENDER MILL SIDE CHANNEL



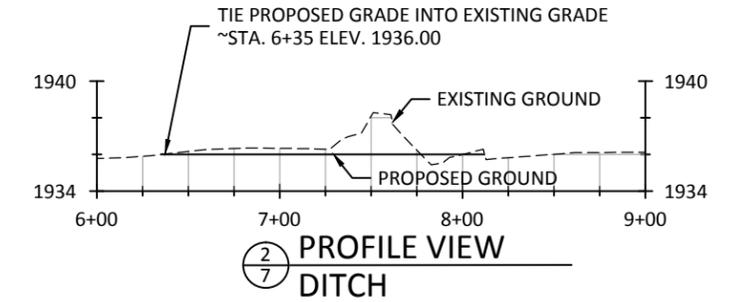
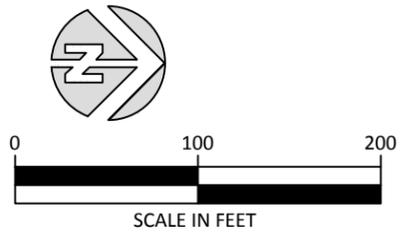
EROSION CONTROL DETAILS



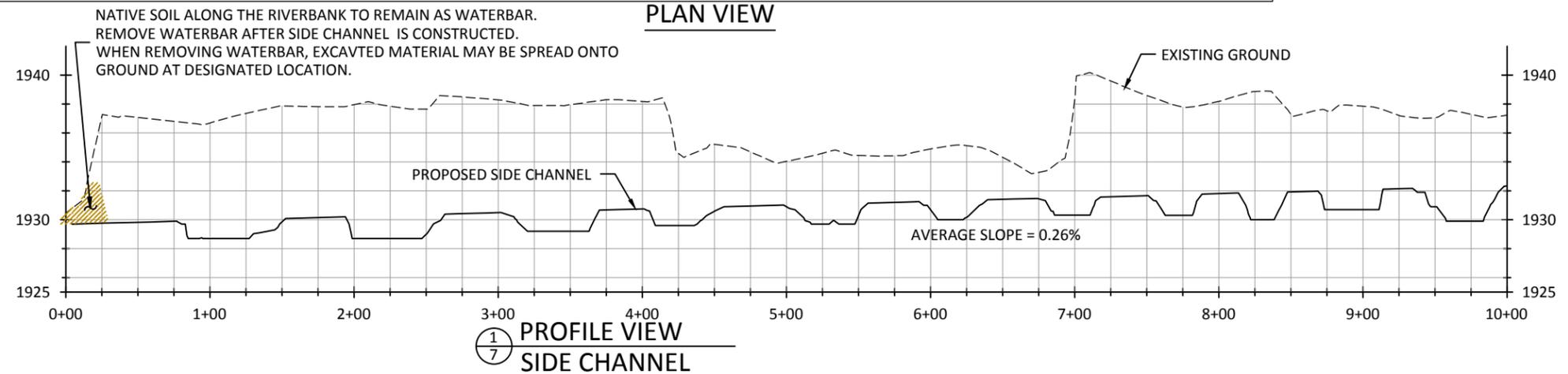
- LEGEND**
- EXISTING CONTOURS
 - PROPOSED CONTOURS
 - ▬ EXISTING DITCH
 - ▬ LIMITS OF DISTURBANCE
 - STA 7+54 --- CROSS SECTION (SEE SHEETS 10-11)
 - ▨ GRAVEL CHECKDAM
 - ▬ ORDINARY HIGH WATER
 - ▭ FILL
 - ▨ TEMPORARY WATERBAR
 - ▬ LOG PLACEMENTS

SIDE CHANNEL CONSTRUCTION SEQUENCE

1. CLEAR AND GRUB WITHIN FLAGGED LIMITS OF DISTURBANCE.
2. INSTALL TEMPORARY COFFERDAM IN RIVER AT SIDE CHANNEL OUTLET.
3. INSTALL GRAVEL CHECKDAMS IN DITCH.
4. REGRADE DITCH TO CREATE DRAINING SLOPE. APPLY FILL TO SEPARATE DITCH FROM SIDE CHANNEL.
5. CONSTRUCT SIDE CHANNEL. LEAVE SOIL PLUG AT SIDE CHANNEL OUTLET. PUMP CONSTRUCTION WATER TO DITCH.
6. INSTALL SILT FENCE. PLACE FILL TO SEPARATE SIDE CHANNEL FROM POND.
7. WHEN SIDE CHANNEL IS COMPLETE, REMOVE SOIL PLUG WHILE PUMPING TO DITCH.
8. REMOVE CHECKDAMS.
9. REMOVE COFFERDAM AFTER PIPE AND PLANTING PLAN ARE COMPLETED.



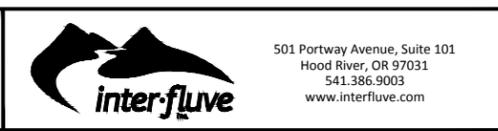
PLAN VIEW



NO.	BY	DATE	REVISION DESCRIPTION

RP,DF DRAWN	MB,MM,RP DESIGNED	MB,MM CHECKED
MB APPROVED	03/16/15 DATE	 PROJECT

CONFEDERATED TRIBES AND BANDS OF THE YAKAMA NATION
METHOW RIVER
FENDER MILL SIDE CHANNEL



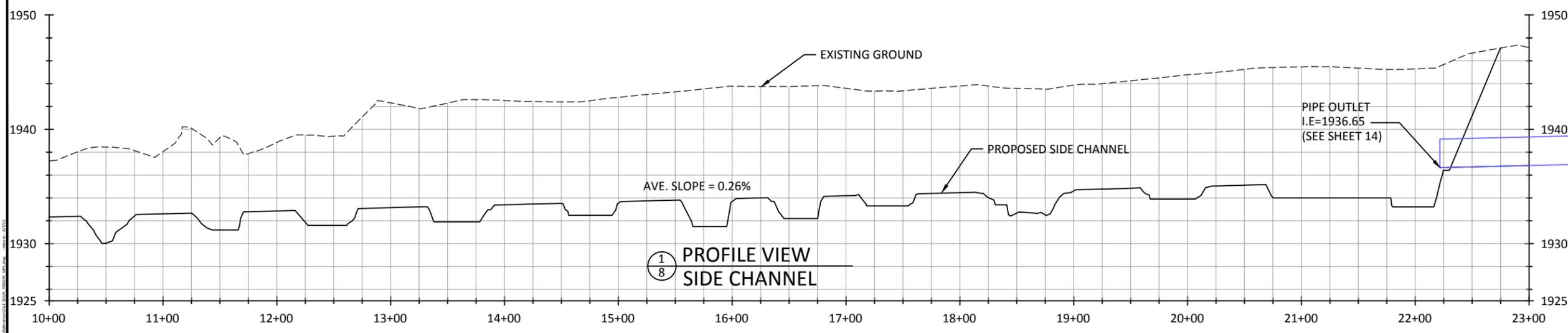
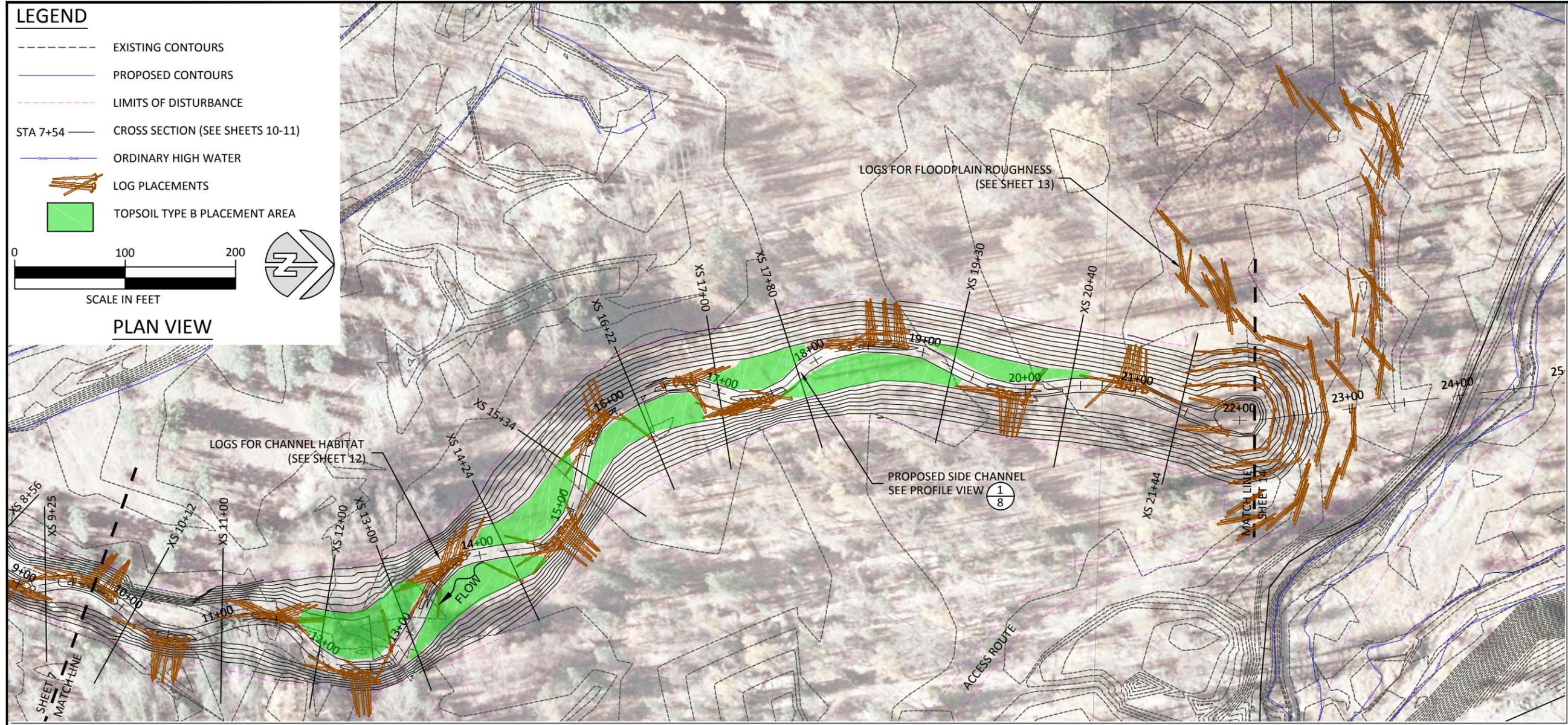
PLAN AND PROFILE
SIDE CHANNEL AND
DITCH

LEGEND

- EXISTING CONTOURS
- PROPOSED CONTOURS
- LIMITS OF DISTURBANCE
- STA 7+54 CROSS SECTION (SEE SHEETS 10-11)
- ORDINARY HIGH WATER
- LOG PLACEMENTS
- TOPSOIL TYPE B PLACEMENT AREA



PLAN VIEW



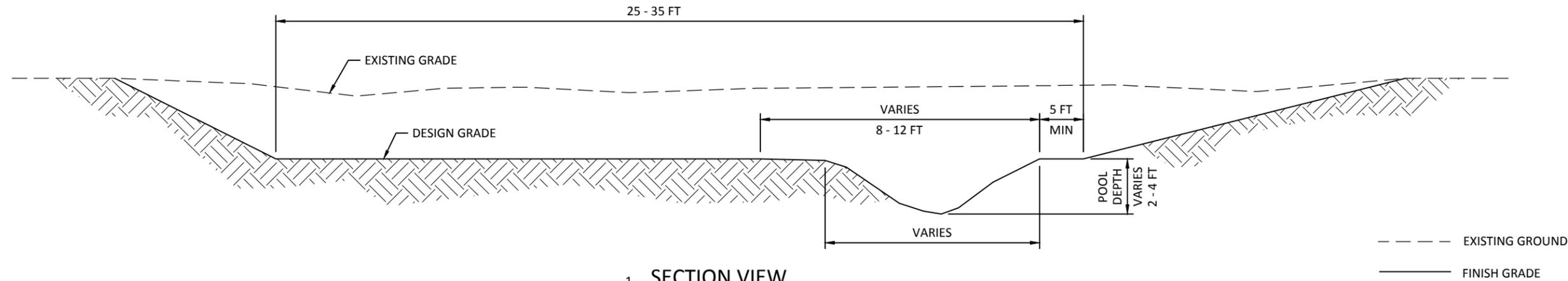
NO.	BY	DATE	REVISION DESCRIPTION

RP,DF DRAWN	MB,MM,RP DESIGNED	MB,MM CHECKED
MB APPROVED	03/16/15 DATE	PROJECT

CONFEDERATED TRIBES AND BANDS OF THE YAKAMA NATION
METHOW RIVER
FENDER MILL SIDE CHANNEL

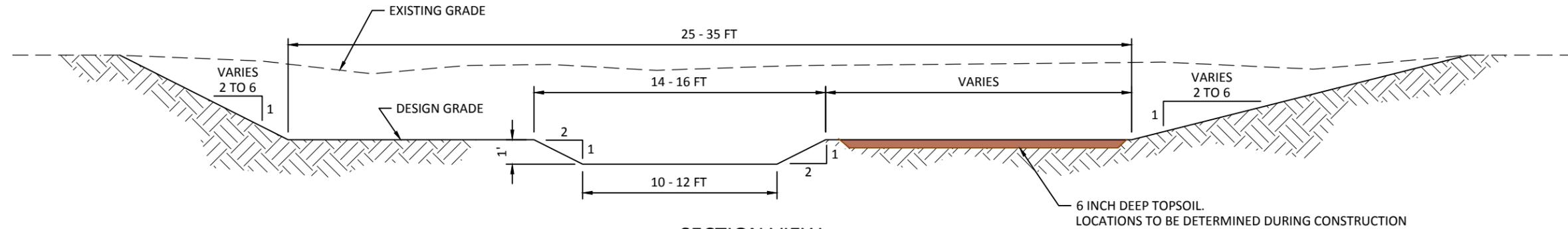
501 Portway Avenue, Suite 101
Hood River, OR 97031
541.386.9003
www.interfluve.com

PLAN AND PROFILE
SIDE CHANNEL

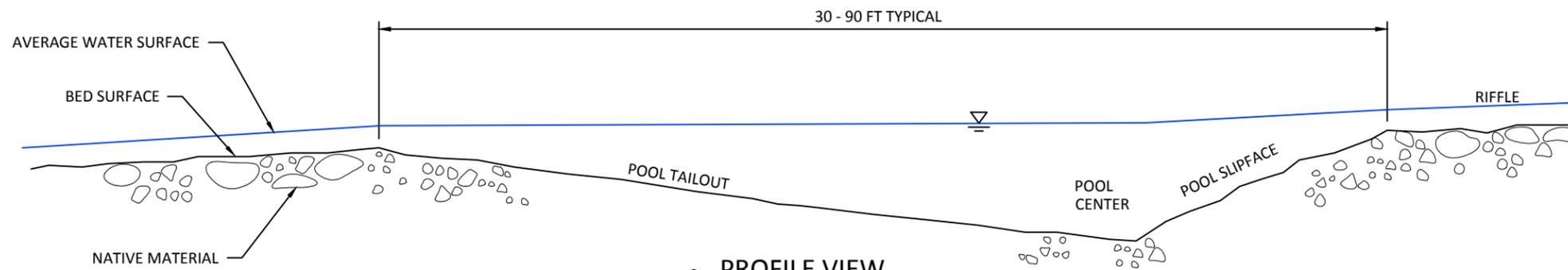


NOTE:
SEE PROFILE AND CONSTRUCTION
CROSS-SECTIONS FOR DESIGN ELEVATIONS.

$\frac{1}{9}$ SECTION VIEW
TYPICAL POOL



$\frac{2}{9}$ SECTION VIEW
TYPICAL RIFFLE



NOTE:
SOME POOLS MAY REMAIN AT MAXIMUM
DEPTH FOR 30 FT. ON BROAD MEANDERS.

$\frac{3}{9}$ PROFILE VIEW
TYPICAL POOL RIFFLE



NO.	BY	DATE	REVISION DESCRIPTION

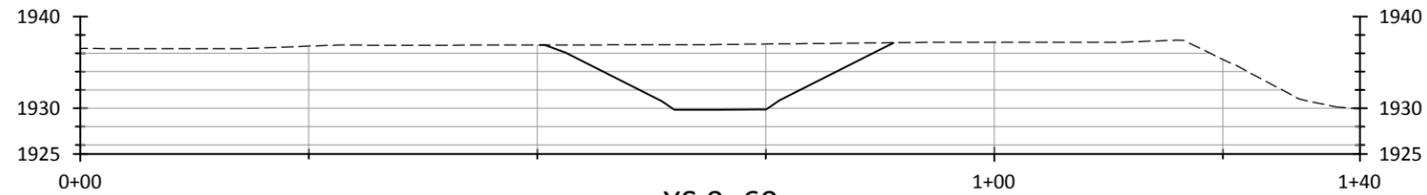
RP,DF DRAWN	MB,MM,RP DESIGNED	MB,MM CHECKED
MB APPROVED	03/16/15 DATE	PROJECT

CONFEDERATED TRIBES AND BANDS OF THE YAKAMA NATION
METHOW RIVER
FENDER MILL SIDE CHANNEL

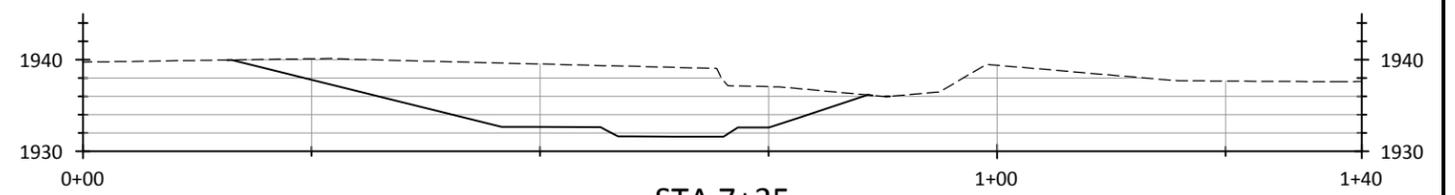


501 Portway Avenue, Suite 101
Hood River, OR 97031
541.386.9003
www.interfluve.com

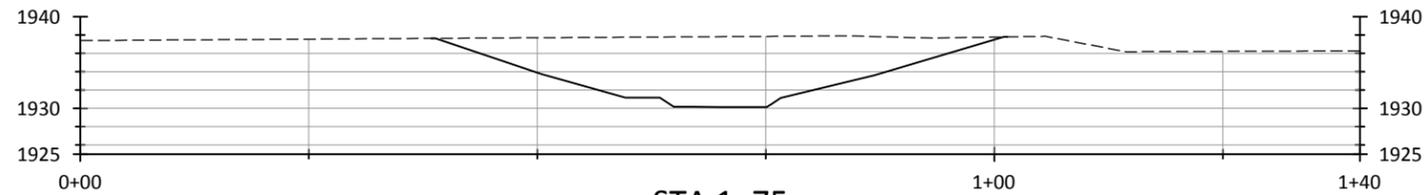
TYPICAL SIDE CHANNEL
DETAILS



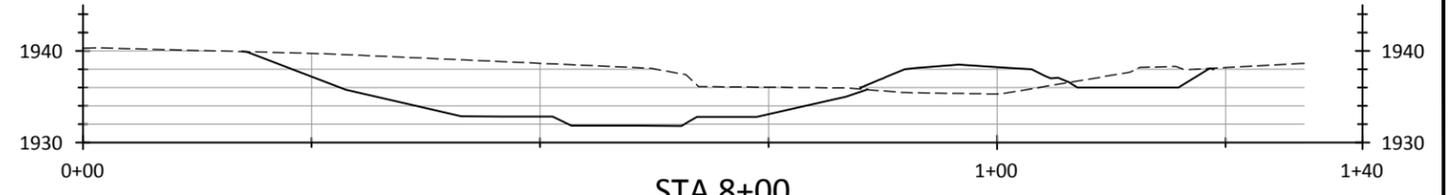
XS 0+60



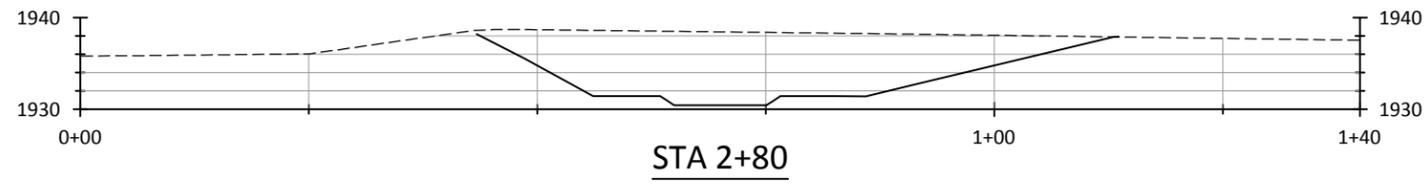
STA 7+35



STA 1+75



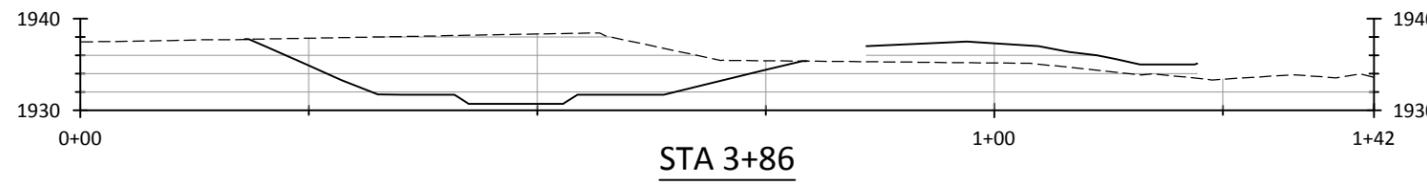
STA 8+00



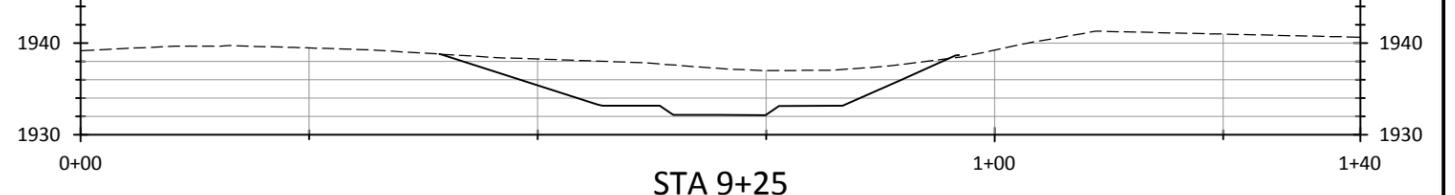
STA 2+80



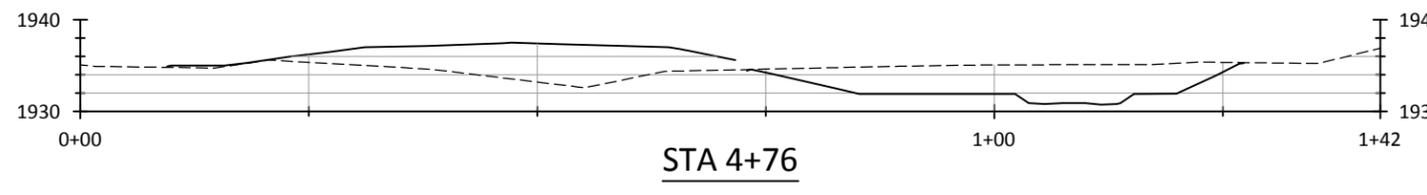
STA 8+56



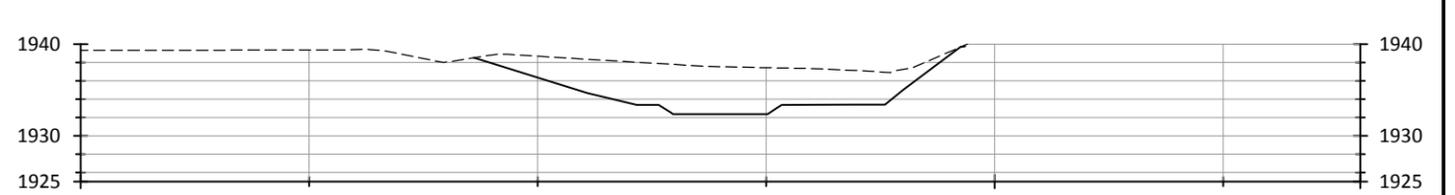
STA 3+86



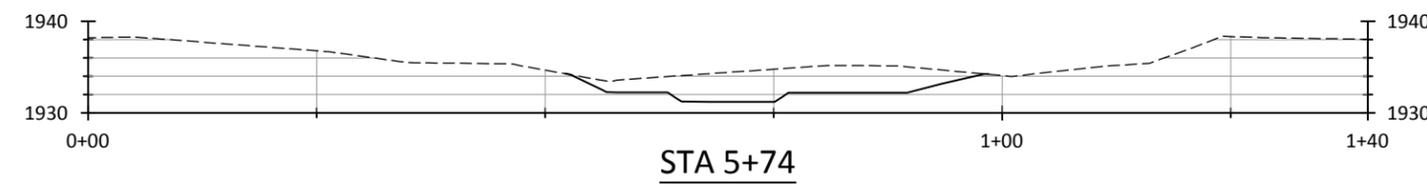
STA 9+25



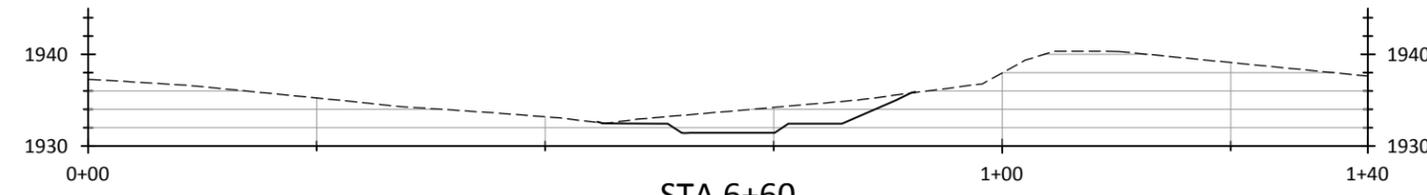
STA 4+76



STA 10+12



STA 5+74



STA 6+60

--- EXISTING GROUND
 — DESIGN GRADE

NOTE:
 SEE TYPICAL SIDE CROSS
 SECTION VIEWS (SHEET 9).



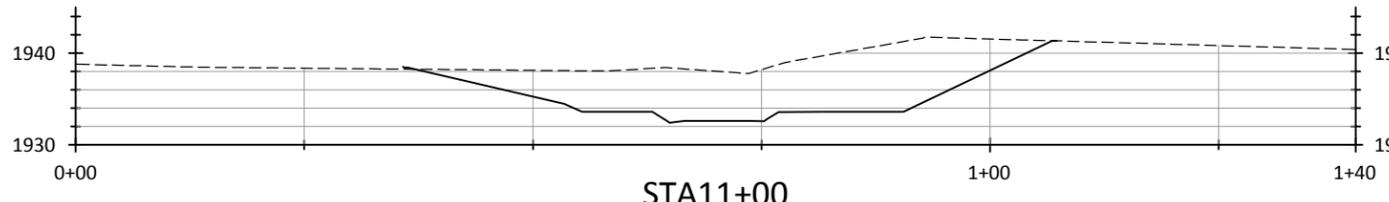
NO.	BY	DATE	REVISION DESCRIPTION

RP,DF DRAWN	MB,MM,RP DESIGNED	MB,MM CHECKED
MB APPROVED	03/16/15 DATE	PROJECT

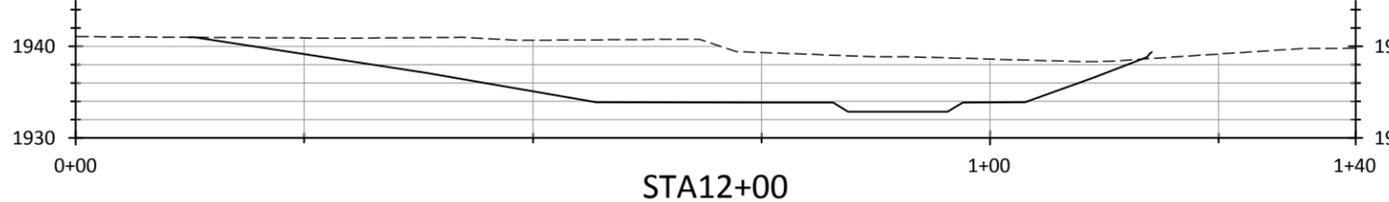
CONFEDERATED TRIBES AND BANDS OF THE YAKAMA NATION
 METHOW RIVER
 FENDER MILL SIDE CHANNEL



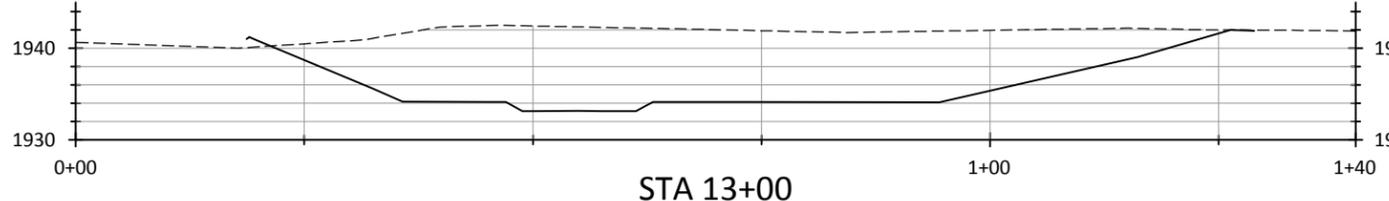
501 Portway Avenue, Suite 101
 Hood River, OR 97031
 541.386.9003
 www.interfluve.com



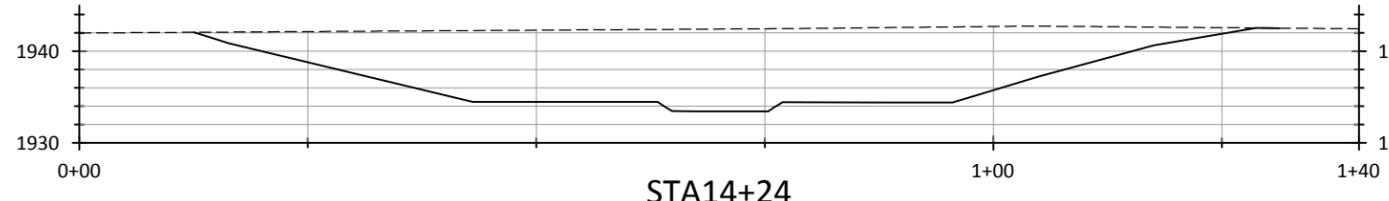
STA 11+00



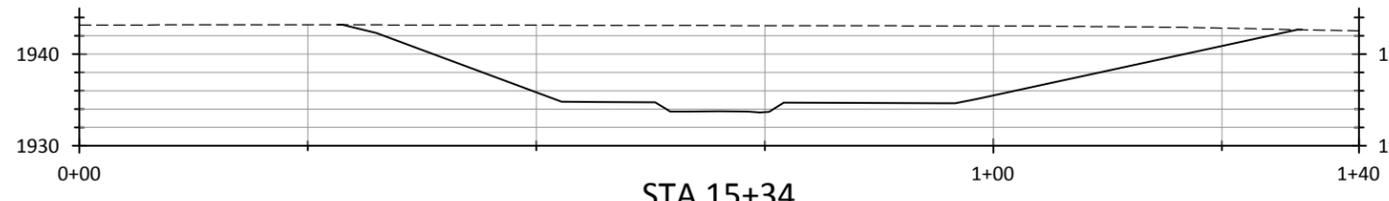
STA 12+00



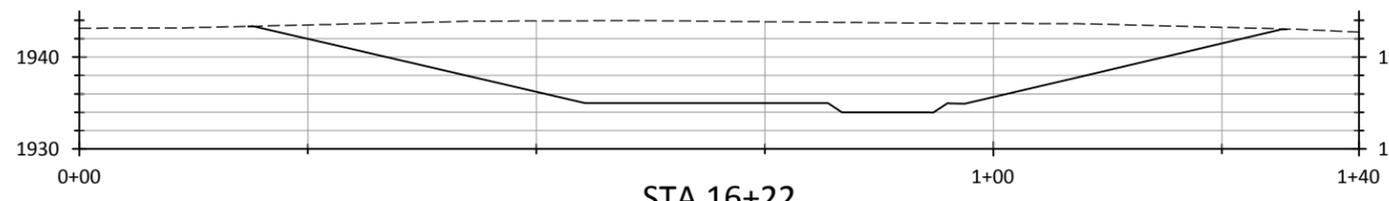
STA 13+00



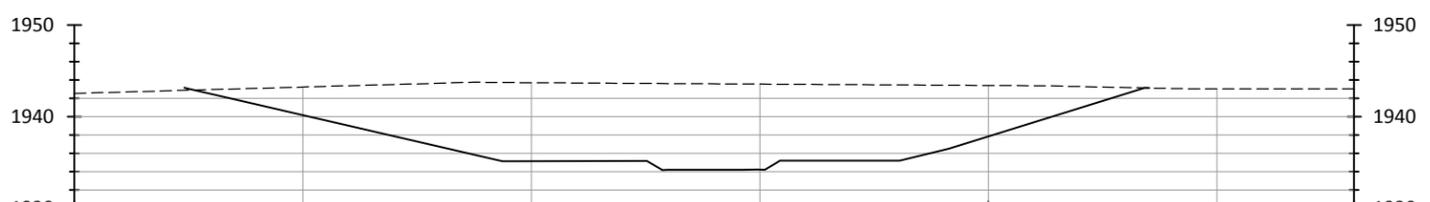
STA 14+24



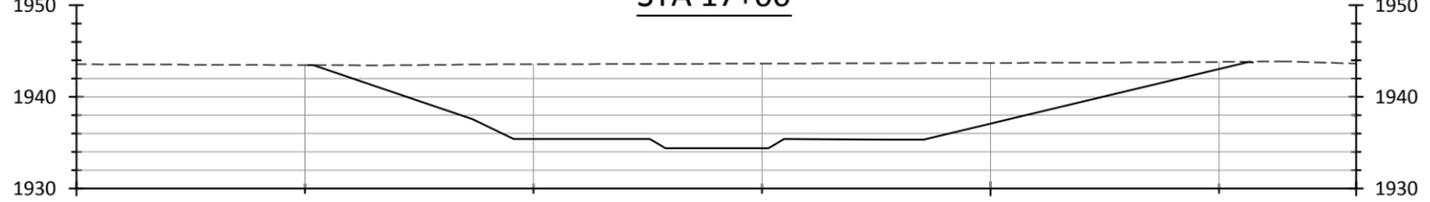
STA 15+34



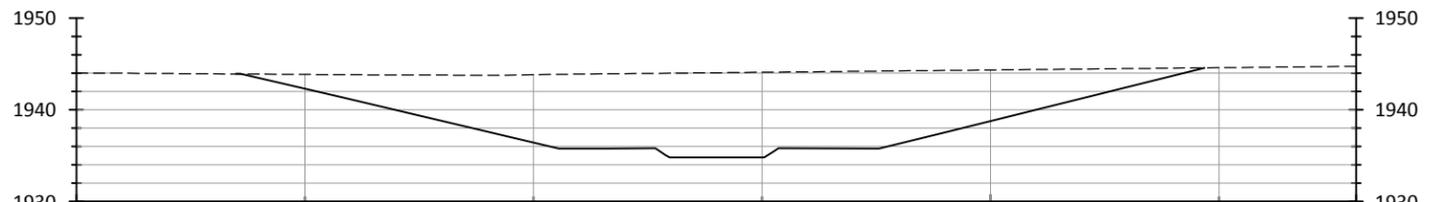
STA 16+22



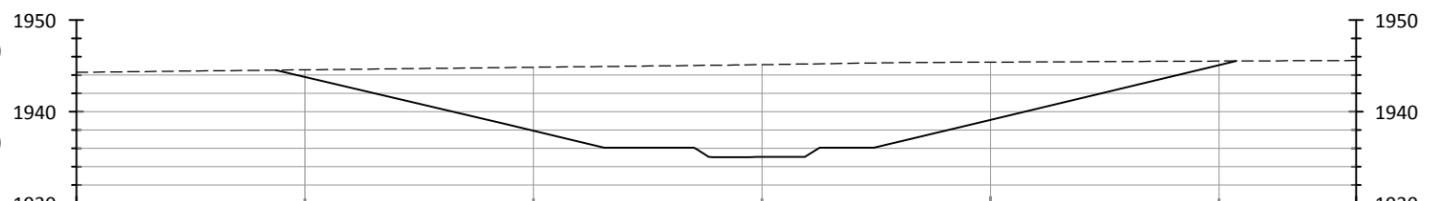
STA 17+00



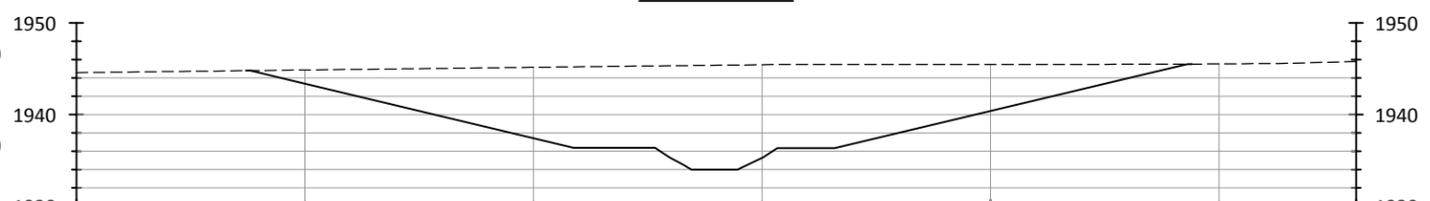
STA 17+80



STA 19+30



STA 20+40



STA 21+44

--- EXISTING GROUND
 ——— DESIGN GRADE

NOTE:
 TOPSOIL TYPE B SAHLL BE APPLIED TO CONSTRUCTED FLOODPLAIN BENCHES ADJACENT TO SIDE CHANNEL BETWEEN STATIONS 12+00 TO 20+00. EXTENTS OF TOPSOIL TYPE B PLACEMENT TO BE DETERMINED IN THE FILED BASED ON ACTUAL VOLUME OF SALVAGED TOPSOIL. SEE PLAN VIEW (SHEET 8) AND TYPICAL SECTION VIEWS (SHEET 9).



NO.	BY	DATE	REVISION DESCRIPTION

RP,DF DRAWN	MB,MM,RP DESIGNED	MB,MM CHECKED
MB APPROVED	03/16/15 DATE	PROJECT

CONFEDERATED TRIBES AND BANDS OF THE YAKAMA NATION
 METHOW RIVER
 FENDER MILL SIDE CHANNEL

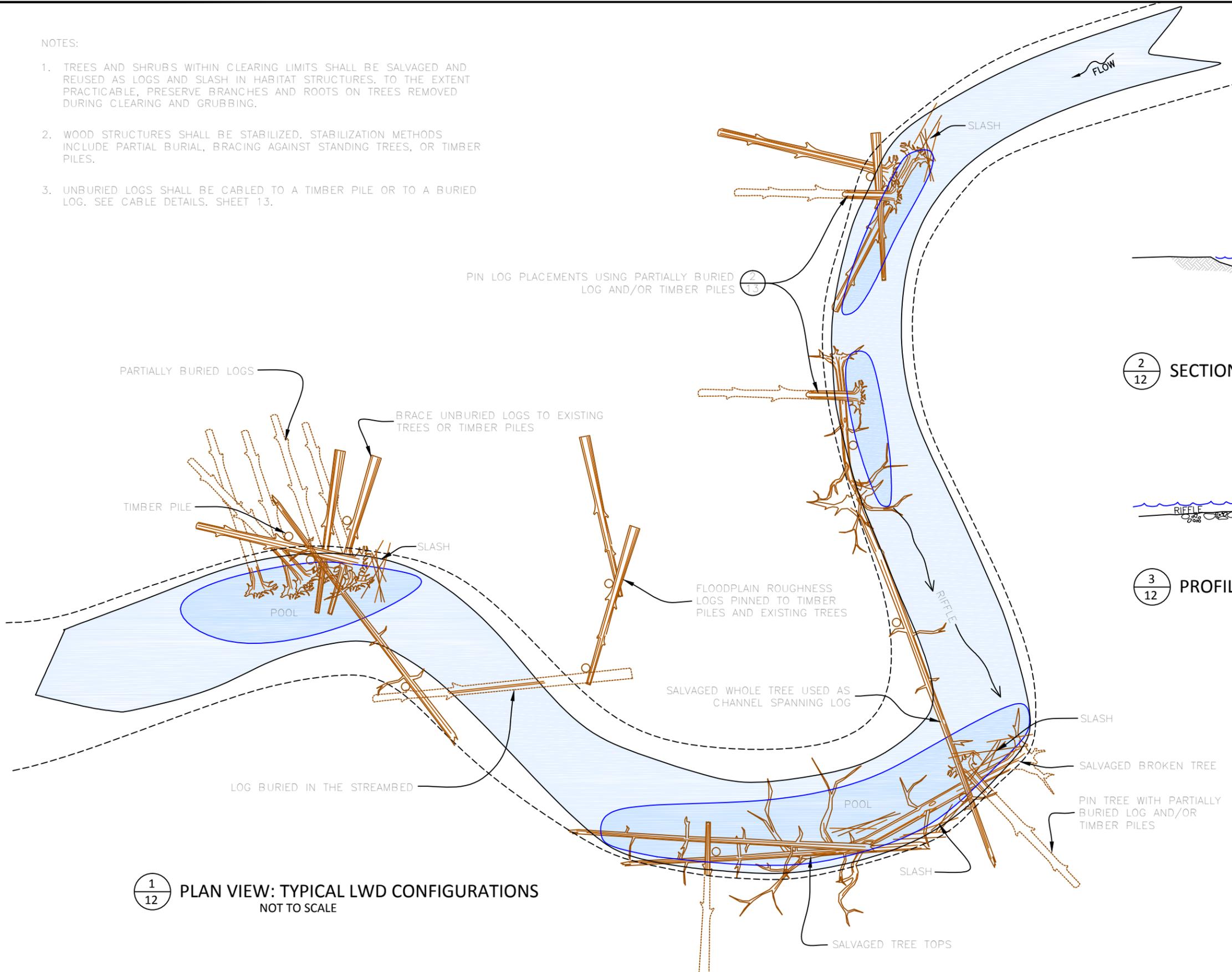


501 Portway Avenue, Suite 101
 Hood River, OR 97031
 541.386.9003
 www.interfluve.com

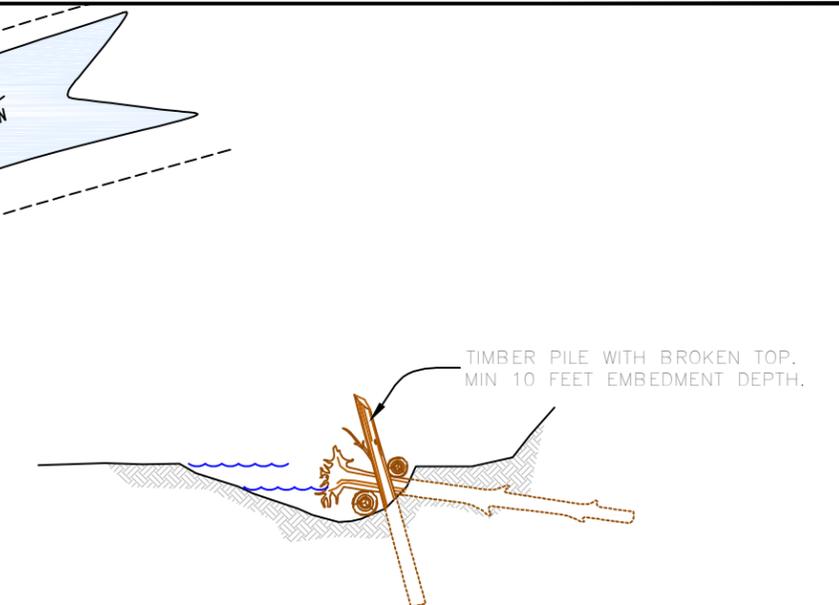
GRADING CROSS SECTIONS

NOTES:

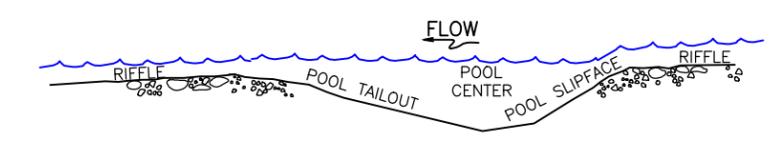
1. TREES AND SHRUBS WITHIN CLEARING LIMITS SHALL BE SALVAGED AND REUSED AS LOGS AND SLASH IN HABITAT STRUCTURES. TO THE EXTENT PRACTICABLE, PRESERVE BRANCHES AND ROOTS ON TREES REMOVED DURING CLEARING AND GRUBBING.
2. WOOD STRUCTURES SHALL BE STABILIZED. STABILIZATION METHODS INCLUDE PARTIAL BURIAL, BRACING AGAINST STANDING TREES, OR TIMBER PILES.
3. UNBURIED LOGS SHALL BE CABLED TO A TIMBER PILE OR TO A BURIED LOG. SEE CABLE DETAILS. SHEET 13.



1
12 PLAN VIEW: TYPICAL LWD CONFIGURATIONS
NOT TO SCALE



2
12 SECTION VIEW: TYPICAL LWD CONFIGURATIONS
NOT TO SCALE



3
12 PROFILE VIEW: TYPICAL POOL AND RIFLE
NOT TO SCALE



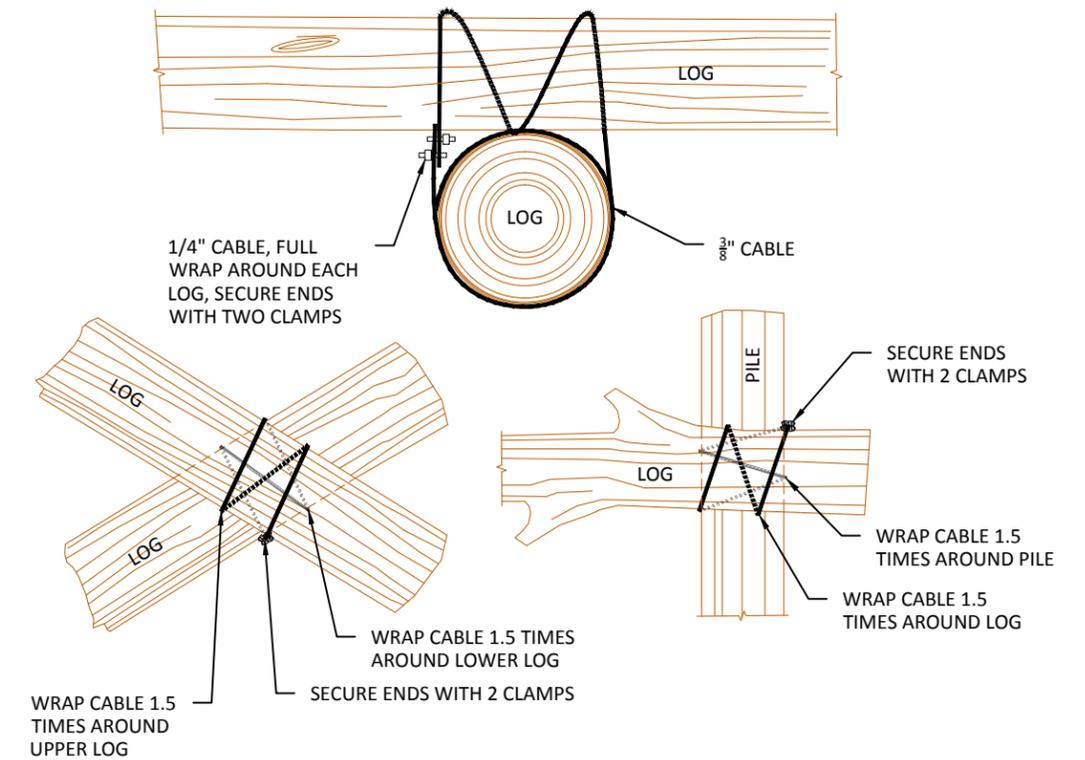
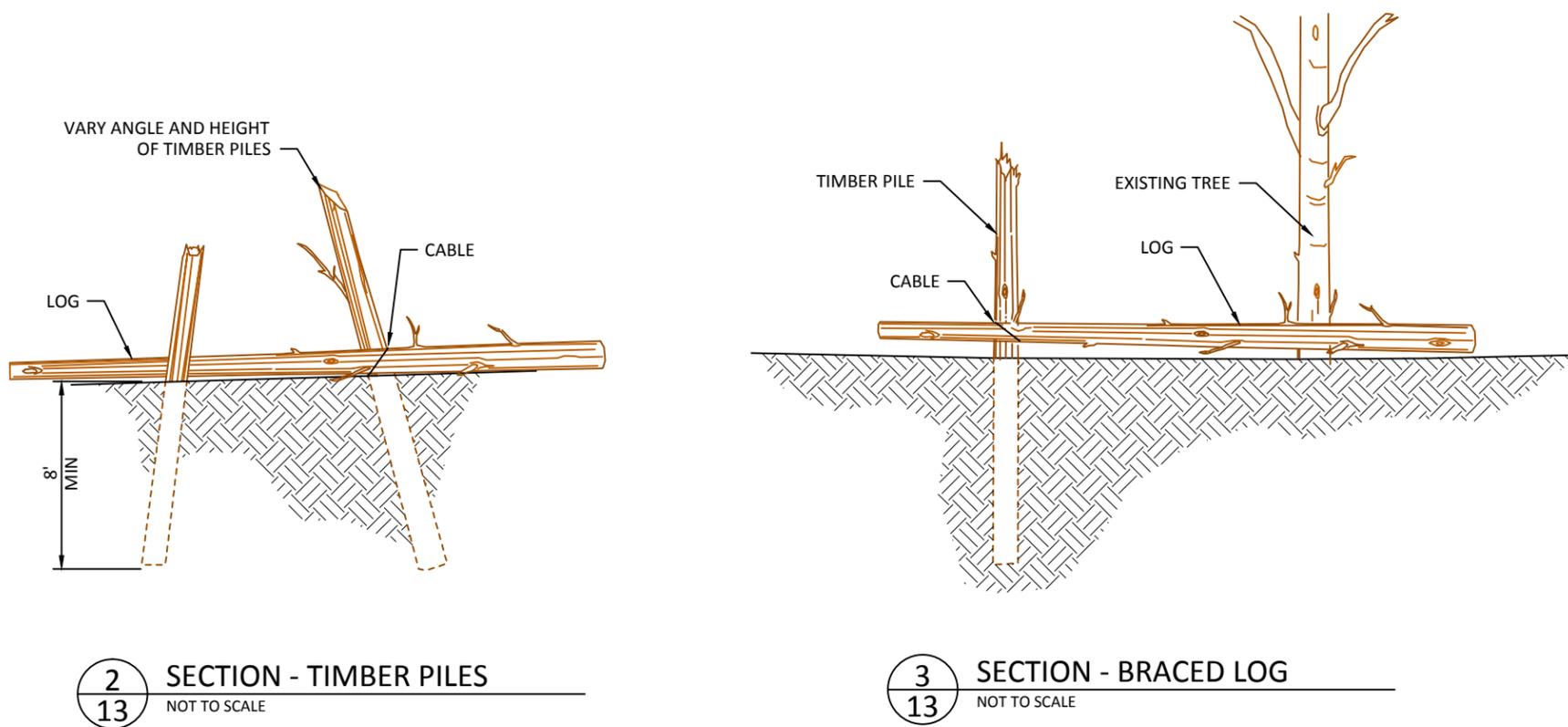
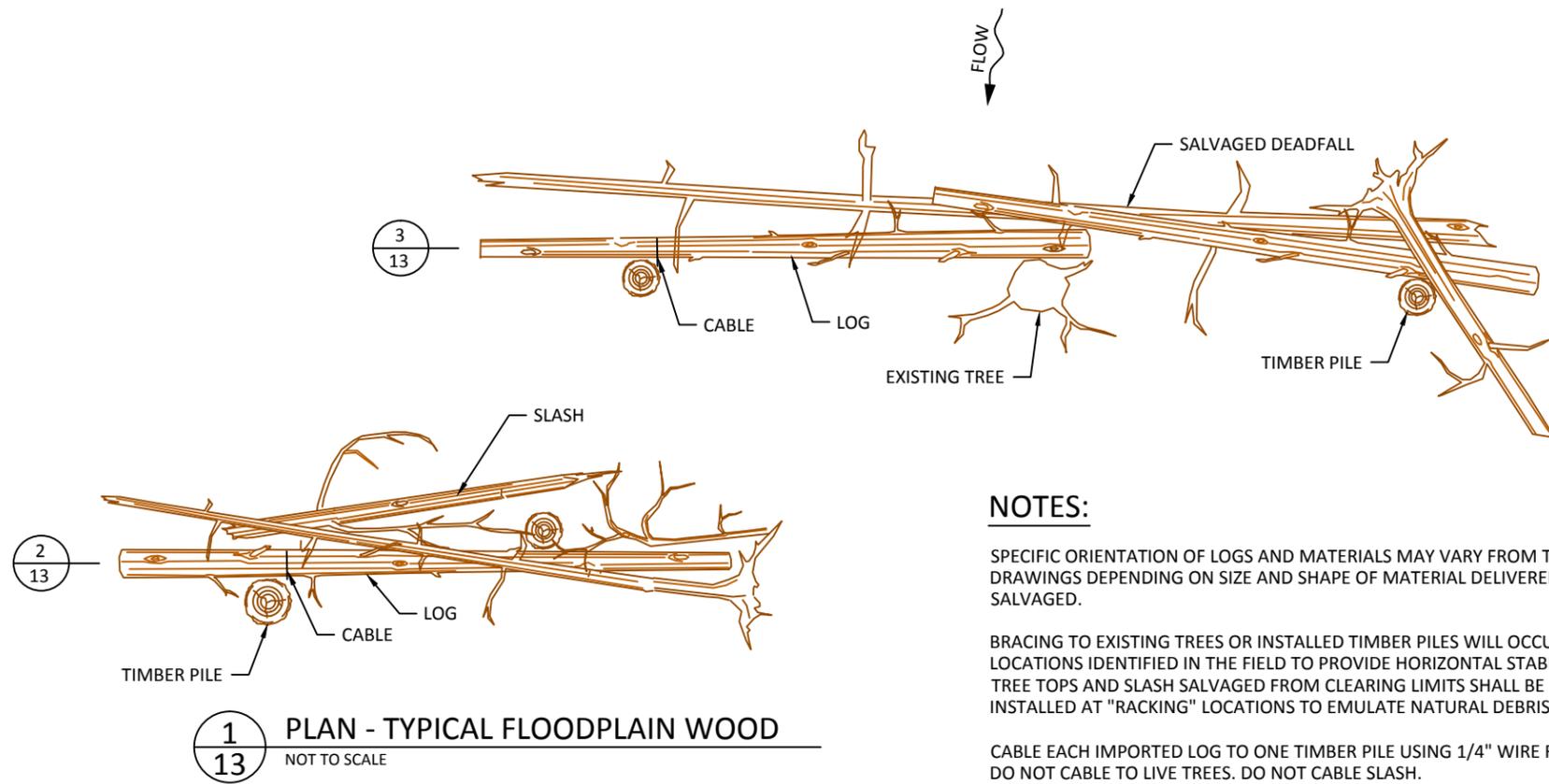
NO.	BY	DATE	REVISION DESCRIPTION

RP,DF DRAWN	MB,MM,RP DESIGNED	MB,MM CHECKED
MB APPROVED	03/16/15 DATE	PROJECT

CONFEDERATED TRIBES AND BANDS OF THE YAKAMA NATION
METHOW RIVER
FENDER MILL SIDE CHANNEL

501 Portway Avenue, Suite 101
Hood River, OR 97031
541.386.9003
www.interfluve.com

LWD DETAILS



LOG CABLING

DESCRIPTION

THIS WORK CONSISTS OF ANCHORING LARGE WOOD WITH CABLE AND PILES AS REQUIRED TO PROVIDE ADEQUATE BALLAST FOR STRUCTURAL STABILITY.

MATERIALS

CABLE SHALL BE 1/4 INCH GALVANIZED, STEEL CORE WIRE ROPE.

CLAMPS SHALL BE CROSBY CLIPS, G-450, OR APPROVED EQUAL. MINIMUM OF 2 CLAMPS PER CONNECTION.

CONSTRUCTION

FINAL POSITIONING OF THE ANCHORED STRUCTURES SHALL BE IN THE APPROXIMATE LOCATION AS SHOWN ON THE PLANS.

LOGS SHALL BE TOUCHING. CABLE SHALL BE WRAPPED ONE FULL WRAP AROUND EACH LOG. PULL TIGHT AND INSTALL CLAMPS. CLAMPS SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDED CLAMP SIZE AND SPACING FOR THE SIZE AND LOAD RATING OF THE CABLE BEING USED.



NO.	BY	DATE	REVISION DESCRIPTION

RP,DF DRAWN	MB,MM,RP DESIGNED	MB,MM CHECKED
MB APPROVED	03/16/15 DATE	PROJECT

CONFEDERATED TRIBES AND BANDS OF THE YAKAMA NATION
METHOW RIVER
FENDER MILL SIDE CHANNEL



501 Portway Avenue, Suite 101
Hood River, OR 97031
541.386.9003
www.interfluve.com

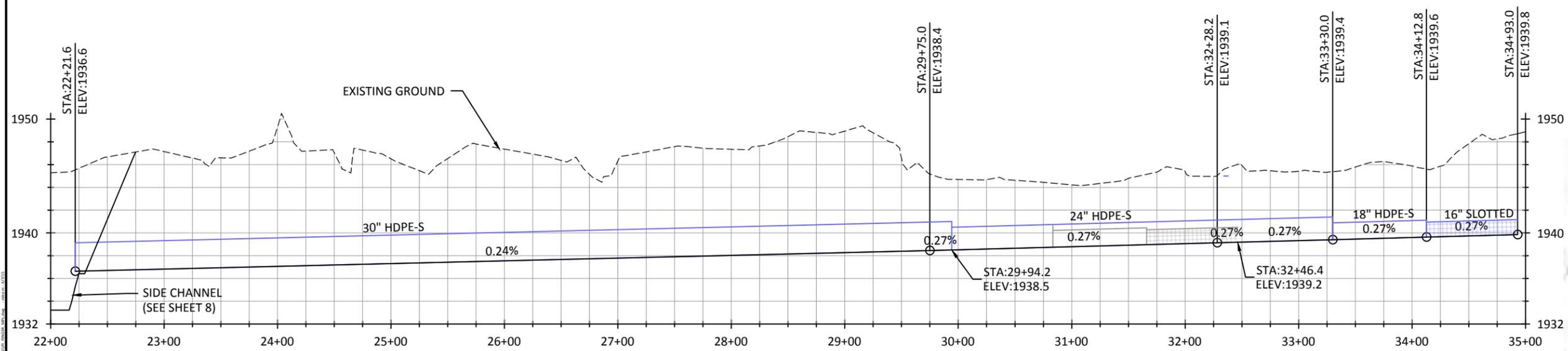
FLOODPLAIN LOG & CABLE
DETAILS

SHEET

13 OF 19



PLAN



PROFILE - GROUNDWATER GALLERY

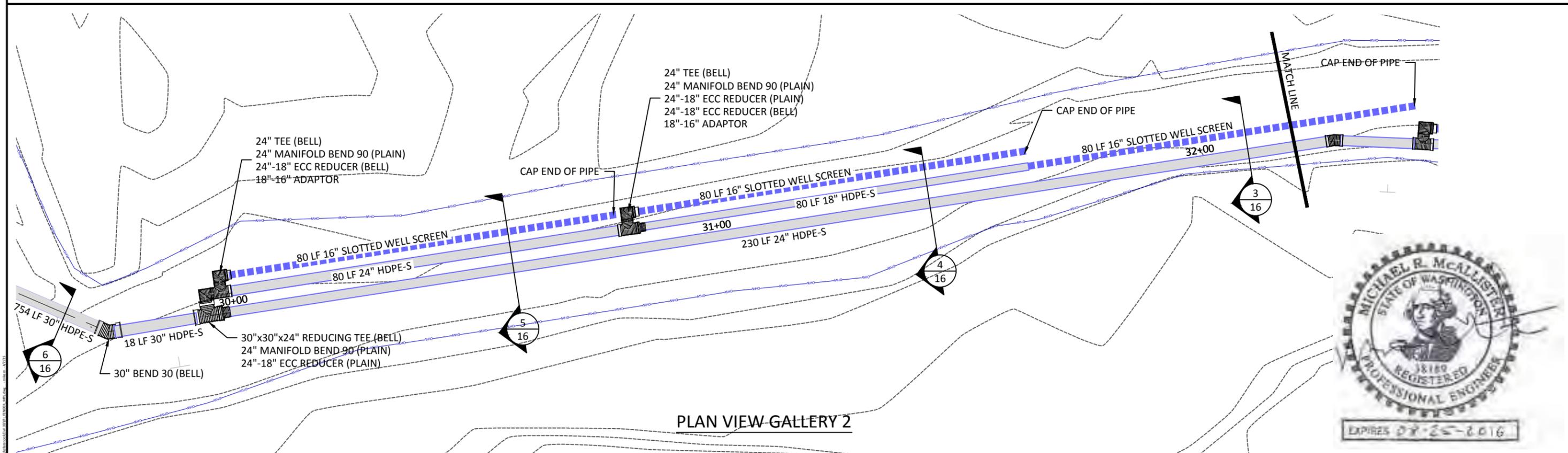
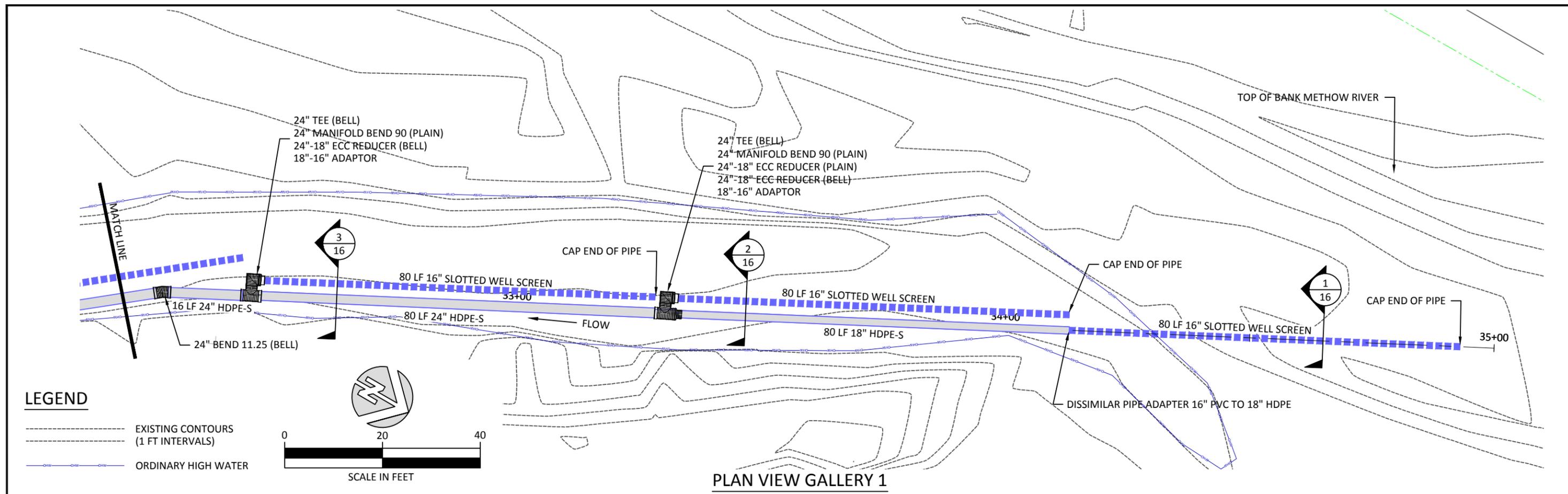


NO.	BY	DATE	REVISION DESCRIPTION

RP,DF DRAWN	MB,MM,RP DESIGNED	MB,MM CHECKED
MB APPROVED	03/16/15 DATE	

CONFEDERATED TRIBES AND BANDS OF THE YAKAMA NATION
METHOW RIVER
FENDER MILL SIDE CHANNEL

501 Portway Avenue, Suite 101
Hood River, OR 97031
541.386.9003
www.interfluve.com



NO.	BY	DATE	REVISION DESCRIPTION

RP,DF DRAWN	MB,MM,RP DESIGNED	MB,MM CHECKED
MB APPROVED	03/16/15 DATE	PROJECT

CONFEDERATED TRIBES AND BANDS OF THE YAKAMA NATION
METHOW RIVER
FENDER MILL SIDE CHANNEL

501 Portway Avenue, Suite 101
Hood River, OR 97031
541.386.9003
www.interfluve.com

PLAN VIEW
GROUNDWATER GALLERIES

MATERIALS LIST

Item	Size	Quantity	Unit
Dual Wall Pipe HDPE (N12)	30"	780	LF
Dual Wall Pipe HDPE (N12)	24"	420	LF
Dual Wall Pipe HDPE (N12)	18"	160	LF
Slotted Well Screen PVC Pipe	16"	480	LF
Bend 30 (bell)	30"	1	EA
Bend 11.25 (bell)	24"	1	EA
Manifold Bend 90 (plain)	24"	5	EA
Reducing Tee (bell)	30x30x24	1	EA
Tee (bell)	24"	4	EA
Eccentric Reducer (plain)	30x24	1	EA
Eccentric Reducer (bell)	24x18	4	EA
Eccentric Reducer (plain)	24x18	2	EA
PCV Cap	16"	6	EA
Adapter dual wall to well screen	18"-16"	6	EA
Filter Fabric	12' WIDE	500	LF
Gravel Backfill for Drains		200	CY

WELL SCREEN SPECIFICATION:

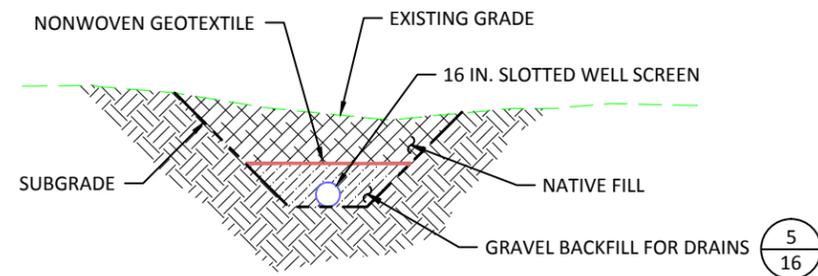
16" PVC - SDR26
 10 ROWS PER FOOT, 0.125" SLOT WIDTH AND 0.25" SLOT SPACING
 OUTER DIAMETER OPEN AREA SHALL BE GREATER THAN 133 SQ.IN. PER FOOT OF SCREEN.

CONVEYANCE PIPE

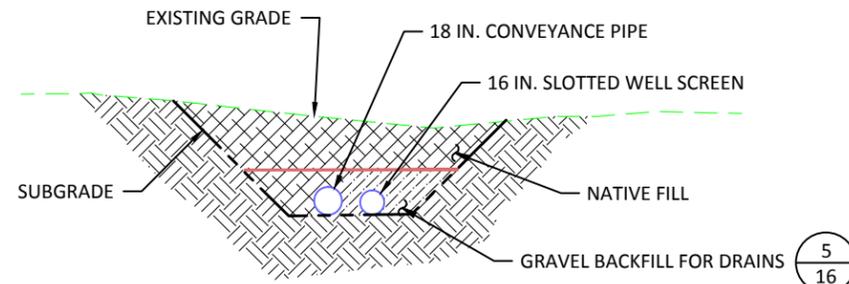
THE PLANS SHOW PIPE MATERIAL AS HDPE TYPE S BUT "BUTT-WELDED" POLYETHYLENE PIPE (PE) IS AN APPROVED SUBSTITUTION.

NOTE THAT HDPE (N12) PIPE SIZES LISTED IN TABLE ABOVE ARE INTERNAL DIAMETER (I.D.). BUTT-WELDED (PE) PIPE SIZE IS LISTED BY OUTER DIAMETER (O.D.). SIZES FOR PE PIPE ARE AS FOLLOWS:

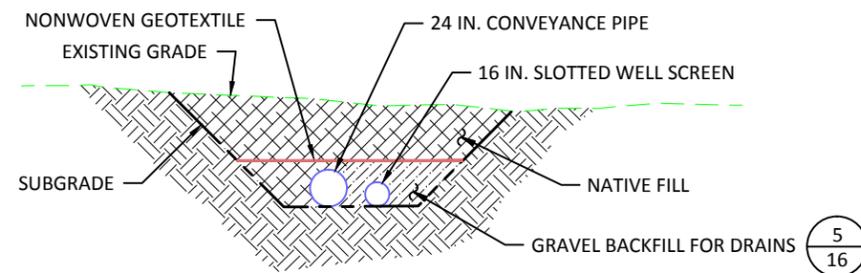
- FOR 18" N12, SUBSTITUTE 18" O.D. DR26 PE
- FOR 24" N12, SUBSTITUTE 26" DR26 PE
- FOR 30" N12, SUBSTITUTE 32" DR26 PE



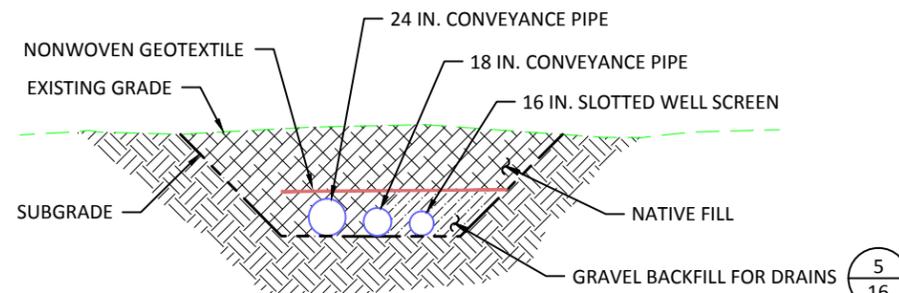
1
16 SECTION - GALLERY 1
NOT TO SCALE



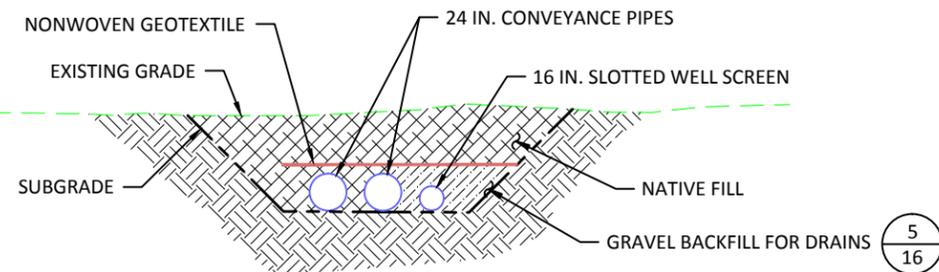
2
16 SECTION - GALLERY 1
NOT TO SCALE



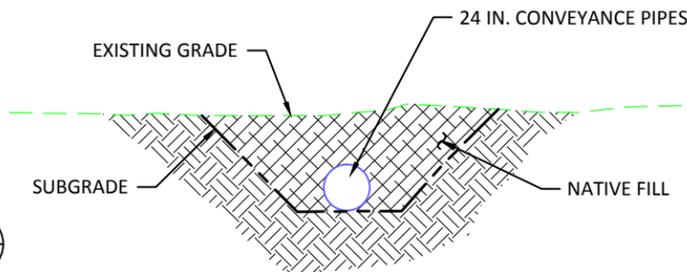
3
16 SECTION - GALLERY 2
NOT TO SCALE



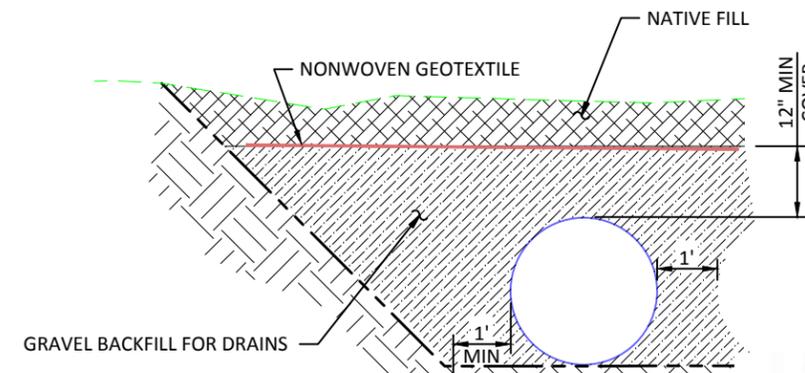
4
16 SECTION - GALLERY 2
NOT TO SCALE



5
16 SECTION - GALLERY 2
NOT TO SCALE



6
16 SECTION - CONVEYANCE PIPE
NOT TO SCALE



5
16 PIPEZONE FILL
NOT TO SCALE

NOTE:
 GRAVEL BACKFILL FOR PIPEZONE BEDDING SHALL BE 1-1/2" MINUS AGGREGATE CONFORMING TO WSDOT 9-03.12(3).

GRAVEL BACKFILL FOR INFILTRATION GALLERIES SHALL BE CLEAN 1-1/2" MINUS AGGREGATE CONFORMING TO WSDOT 9-03.12(5).



NO.	BY	DATE	REVISION DESCRIPTION

RP,DF DRAWN	MB,MM,RP DESIGNED	MB,MM CHECKED
MB APPROVED	03/16/15 DATE	 PROJECT

CONFEDERATED TRIBES AND BANDS OF THE YAKAMA NATION
 METHOW RIVER
 FENDER MILL SIDE CHANNEL

501 Portway Avenue, Suite 101
 Hood River, OR 97031
 541.386.9003
 www.interfluve.com

PIPE DETAILS

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.

DIVISION 1 - GENERAL REQUIREMENTS

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.

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. Biodegradable Hydraulic Fluid shall be installed into each piece of heavy machinery working within 50 feet of Methow River.
2. Two tons of Straw shall be stockpiled on site prior to commencing major excavation activities. Straw shall meet the requirements of Section 9-14.4(1) of the Standard Specifications. In the event that rain is in the predicted forecast and when more than one acre of ground has been completed and topsoil applied, the Contractor shall apply straw to surface at a rate of one ton per acre. Straw shall be covered with plastic sheeting, secured by sandbags.
3. Up to eight gravel checkdams shall be installed in an existing ditch that will be used to infiltrate construction water.
4. Where the downstream end of the side channel meets the river, a soil plug of undisturbed native ground shall remain in place as a checkdam during side channel construction. This checkdam shall be removed after the side channel construction is complete and water flowing in the channel is clear of suspended sediment. Removal of checkdam shall occur while the work area is isolated from the river by Cofferdam. Checkdam and cofferdam removal shall be done consistent with all permits obtained for this project.
5. 100 feet of silt fence shall be installed between water and fill area shown in the plans.
6. Staging, stockpile, and access areas are shown in the Plans. The irregular shape of these areas is intended to provide large areas but that also avoid impacts to existing trees. The Owner will flag a corridor to delineate trees that shall be avoided. The Contractor shall install up to 2000 feet of high visibility fence along the flagged corridor. Areas within the footprint of project earthwork can also be used as staging & stockpile areas. Temporary storage of fill that will be transferred to road haulers shall occur only within areas designated for temporary fill storage, or within the limits of excavation of the side channel prior to excavation occurring.
7. This item includes erosion control measures for treating tire wash water such as dewatering bag, ditch checks, silt fence, or other suitable measures for treating wash water before it enters the stream or roadway, including the maintenance or replacement of spent erosion control measures.

Measurement

"TESC, SPCC Plan and Implementation," including the above amendments to the item will be measured by lump sum.

Payment

Payment will be made in accordance with Section 1-09.9 for the following bid items: "TESC, SPCC Plan and Implementation" per lump sum.

MOBILIZATION

This item consists of work in accordance with Section 1-09.7 of the Standard Specifications.

Measurement

"Mobilization" will be measured by lump sum.

Payment

"Mobilization", lump sum.

TRAFFIC CONTROL

Temporary traffic control requirements shall include barricades and construction signage at the entrance to the project site and any other measures per Section 1-10 and local regulations.

Measurement

"Traffic Control" will be measured by lump sum.

Payment

"Traffic Control", lump sum.

DIVISION 2 - EARTHWORK

CLEARING AND GRUBBING

This item consists of clearing and grubbing for construction as shown on the plans including those areas required for Temporary Access Routes and in accordance with Section 2-01 of the Standard Specifications, and as amended by these Special Provisions.

1. Areas for Clearing and Grubbing are shown as limits of disturbance in the Plans. These areas will be flagged in the field by the Owner prior to Clearing and Grubbing work. Clearing and Grubbing shall not occur outside of the designated limits.
2. Included in this item are the removal and salvage of approximately 100 trees, varying in size from 10" to 24" diameter at breast height (dbh). Salvaged trees shall be reused as woody debris during installation of Logs. To the maximum practical extent, the Contractor shall excavate the root wads and then push over the trees in order to salvage logs with intact attached roots. Trees to be salvaged will be identified in the field by the Owner's Representative.
3. Shrubs removed during clearing and grubbing shall be left on site, placed outside of limits of disturbance to be used as slash during installation of Logs.
4. Vegetation protection and restoration per Section 1-07.16(2) shall be incidental to Clearing and Grubbing.

Measurement

Removal and Salvage of trees and shrubs shall be considered incidental to Clearing and Grubbing bid item. Measurement and compensation for the installation of the salvaged trees is described under "Logs" and paid under that item. No additional compensation will be allowed.

"Clearing and Grubbing," including the above amendments to the item will be measured by lump sum.

Payment

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

CHANNEL EXCAVATION INCL. HAUL

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 detail grading to shape the channel, including creating pools within the channel, as shown in the Plans.
2. The Contractor is advised that shallow groundwater will be encountered throughout excavation area.
3. This item includes hauling of excavated material to the embankment (fill) area provided by the Owner. The unit contract price per cubic yard shall include "Haul".
4. Where Topsoil Type B will be installed, 6 inches of overexcavation of floodplain soils shall be required to create subgrade that will accommodate a 6 inch layer of Topsoil Type B that will achieve finish grade.
5. This item includes excess fill from pipe trench.
6. No work shall occur outside of the limits of disturbance shown in the Plans unless authorized by the Owner.

Measurement

"Channel Excavation Incl. Haul" will be measured by the 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 measurement will be made. No additional compensation will be made for excavated material that is stockpiled, re-excavated, and moved again.

An additional measurement will be made to compensate the Contractor for over-excavation to subgrade where Topsoil Type B will be placed. The added volume shall be equal to the volume of Topsoil Type B, measured as loose cubic yard of stockpiled Topsoil Type B.

Payment

Payment will be made in accordance with Section 1-09.9 for the following bid items: "Channel Excavation Incl. Haul" per cubic yard.



01/15/2015 10:00 AM - 10:00 AM

NO.	BY	DATE	REVISION DESCRIPTION

RP,DF DRAWN	MB,MM,RP DESIGNED	MB,MM CHECKED
MB APPROVED	03/16/15 DATE	PROJECT

CONFEDERATED TRIBES AND BANDS OF THE YAKAMA NATION
METHOW RIVER
FENDER MILL SIDE CHANNEL



501 Portway Avenue, Suite 101
Hood River, OR 97031
541.386.9003
www.interfluve.com

SPECIFICATIONS

LOGS

This section is added.

8-33.1 Description

All references to installing woody debris, logs, logs with roots, timber piles, salvaged trees, or slash within 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 cabling.

8-33.2 Materials

8-33.2(1) Logs

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

- 194 Logs with Roots; 40 feet long, with 16-24 inch diameter at breast height (dbh)
- 47 Logs (no roots), 40 feet long, 10-15 inch diameter at small end.
- 107 Logs (no roots), 30-40 feet long, with 16-18 inch diameter at small end
- 60 Logs for Timber Piles, 40 feet long, with 10-15 inch diameter at small end. Each log for Timber Pile shall broken into two logs, each 17-23 feet long, to make 120 Timber Piles.

8-33.2(2) Salvaged Trees

Approximately 100 whole trees salvaged from Clearing and Grubbing. Trees will be Cottonwood, Pine, or Douglas-fir, greater than 10 inch dbh, and 50-100 feet tall.

8-33.2(3) Wire Rope

Wire Rope (Cable) for log-to-log connections shall be galvanized, steel core, 1/4-inch diameter wire rope and shall have a minimum nominal tensile capacity greater than 3 tons. Minimum two clamps shall be used at each clamping location.

100 log-to-log cable connections shall be required. Each cable connection requires approximately 20 feet of wire rope.

8-33.2(4) Wire Rope Clips

Cable clamps shall be galvanized steel and shall meet the performance requirements of Federal Specification FF-C-450 TYPE 1 CLASS 1. Cable clamps shall be Crosby Clips, "G-450" or approved equal, and appropriate size for the cable that they will be attached to.

8-33.2(5) Slash

Slash will be available along the edges of limits of disturbance where salvaged shrubs were stockpiled during clearing and grubbing.

8-33.3 Construction Requirements

8-33.3 (1) Locations of Logs and Logs with Roots 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.

8-33.3 (2) Logs and Salvaged Tress shall be stabilized as shown in the Plans and directed by the Owner's Representative.

8-33.3 (3) Timber Piles shall be placed in approximate numbers indicated on the plans at specific locations in the field as directed by the Owner's Representative. Timber Piles shall require embedment depth as indicated on the plans. Timber Piles shall have broken tops, and diversity in angles and heights above ground to provide a natural appearance.

8-33.3(4) Slash shall be pulled from stockpiles outside of limits of disturbance and incorporated into Log Structures or spread onto the constructed surfaces.

8-33.3(5) Wire Rope shall be installed for log-to-log or log-to-pile connections. Refer to the Plans for wire rope installation specifications.

8-33.4 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. If a salvage tree becomes broken while felling or handling, the broken pieces shall also be salvaged and not counted as separate salvaged trees.

8-33.5 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 as outlined in the plan. Excavation and backfill, installing slash, and cabling shall be incidental to Logs.



NO.	BY	DATE	REVISION DESCRIPTION

RP,DF DRAWN	MB,MM,RP DESIGNED	MB,MM CHECKED
MB APPROVED	03/16/15 DATE	PROJECT

**CONFEDERATED TRIBES AND BANDS OF THE YAKAMA NATION
METHOW RIVER
FENDER MILL SIDE CHANNEL**



501 Portway Avenue, Suite 101
Hood River, OR 97031
541.386.9003
www.interfluve.com

SPECIFICATIONS

Exhibit A – Draft Scope of Work

Overview

Yakama Nation Fisheries (Owner) is conducting a salmon habitat restoration project along the Methow River known as the Fender Mill Side Channel Restoration Project.

The project site is located on public lands at 20 Grizzly Mountain Road, Winthrop, WA 98862, and includes many adjacent parcels.

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 or referenced within the attached **Exhibit D, Project Plans**. By reference in Exhibit D, specific sections within the Washington State Department of Transportation 2014 Standard Specifications Manual for Road, Bridge, and Municipal Construction are 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 Hans Smith, 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 **Exhibit D**. Major project elements include but are not limited to the following:

- TESC, SPCC Plan and Implementation
- Mobilization
- Traffic Control
- Clearing and Grubbing
- Channel Excavation Incl. Haul
- Pipe Installation
- Stabilized Construction Entrance w/ wheel wash
- Topsoil Type B
- Cofferdams
- Pumping
- Logs

Contractors Obligations

The Contractor shall furnish all supervision, labor, equipment and tools necessary to complete the project as described in **Exhibit 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 on time any work tasks described in **Exhibit D** subjected to the permitted work windows. If it appears that the contractor is unable to complete project tasks needed to be completed within the permitting work windows 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 only be conducted between 6:30 am and 6:30 pm.

Environmental permits for this project require some work be performed during the normal in-water work window for the Methow River to avoid adverse impacts to spawning salmonids and fertilized redds. Environmental permits will dictate the implementation timeline for portions of the project that could affect aquatic habitats.

The Contractor will remove all excavated material from the Channel Excavation to the designated off-site fill area within eight weeks of mobilizing to the project site.

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..

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. The contractor may seek to acquire IFPL shut down exemptions to allow work to continue on schedule.

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.

In-Water Work Permit Timeline Details

Answer to Question Q from the Restoration Programmatic for the State of Washington - Specific Project Information Form

This project will require only a small amount of construction work within the perennial flowing waterbody of the Methow River where we will excavate the connection of the enhanced side channel to the river channel. No digging in the bed of the river channel is proposed. All side channel construction work will be done in the dry when no surface flows occur in the side channel areas.

Controlling turbid water impacts to the Methow River during side channel construction will be a major project focus in the area closest to the main river channel. We will use a soil plug at the side channel outlet and a bulk bag/plastic sheeting coffer dam within the river channel to prevent turbid water from entering the waterbody and to prevent fish access to the construction area. As necessary, four to 8-inch portable trash pumps will be used to transfer turbid water from the construction zones to other portions of the floodplain where the waters can infiltrate into the substrate prior to reaching fish bearing surface waters.

We plan to excavate 34 cubic yards of native alluvial material where the side channel connects to the Methow River's ordinary high watermark on the river's right bank. To ensure turbidity impacts do not affect spring Chinook redds in the river channel we will keep this native material berm in place at the side channel outlet during construction. Additionally, to keep fish away from the project zone and provide another opportunity to control turbid waters, we will install a 1 layer bulk bag coffer dam protruding into the river channel during the normal in-water work window for this reach of the Methow River (July 1 – August 15). The instream isolated area created by the coffer dam will be defished using a seine net and electroshocking to ensure a total absence of fish in the work zone. The coffer features will stay in place during construction until all other construction elements of the side channel construction are completed, likely sometime in October. Once the infiltration gallery is installed and flow is being produced we will run water through the constructed side channel to rinse out fine sediments with the coffering features still in place. This will allow us to create a sump near the earthen berm where the initially turbid waters created by the gallery can be pumped into areas of the floodplain that will allow for adequate substrate infiltration so that no turbid waters will reach the fish bearing channel.

Once the side channel is flowing clear water, we will begin pumping water between the earthen berm and the in-river cofferdam to produce a negative pressure to allow us to remove the 34 cubic yards of native material while displacing the turbid construction water into areas of the floodplain that will allow for adequate substrate infiltration so that no turbid waters will reach the fish bearing channel. At this point, if no spawning is occurring within 300 feet adjacent to or downstream of the coffer area, we will remove the bulk bag cofferdam from the side channel. If spawning has occurred within 300 feet, we will wait to pull the cofferdam until after November 15, 2015 to allow for sufficient time for the salmon eggs to have eyed-up.