

Yakama Nation

RFP Addendum 2

Issue Date 10/21/2025

Yakama Nation Fisheries Program: Pond 5 Reach Riparian Restoration Project

Prepared by: Yakama Nation Fisheries Program

This solicitation is issued by
Confederate Tribes and Bands of the Yakama Nation
PO Box 151
Toppenish, Washington 98948

Bids are due on **10/27/2025 at 5pm PDT**

Bid tour is scheduled for 10/10/2025 10 a.m. PDT



ANSWERS TO QUESTIONS FROM BIDDERS

1. What is the expected start date for construction?
The earliest possible start date for construction would be October of 2026, as weather allows. However, the contractor has flexibility to create the project timeline if a later start date is desired.
2. To confirm (as discussed at the site visit), we are designing a maintenance and monitoring plan that YN will take over at the end of the contract? We are responsible for maintenance and monitoring from the end of planting to the end of the contract, and whatever years remain YN will perform, correct?
This is correct. The contractor's maintenance and monitoring obligations will be done at the end of the contract on March 15, 2029, except as may relate to the plant survival warranty.
3. In the Proposal Requirements, Qualifications and Experience section of the RFP, it states to describe at least 3 project examples that demonstrate experience in Planting/restoration in active channel zones and arid climates, restoration plan development, and designing/installing wood structures. Is that 3+ per bullet (for a total of 9+ examples), or 3+ project examples total that encompass those 3 bullets?
3 or more project examples would be sufficient, each project doesn't have to include all 3 types of activity. Having more examples of the criteria will score higher.
4. Is there a georeferenced map of the project area? If so, can this be shared with the selected contractor upon contract award?
Yes, there are georeferenced maps and they will be made available to the winning bidder.
5. As discussed at the site visit, YN will acquire all required permits for the project implementation? This will include any/all permitting to build a ramp for access off the levee/side channel crossing?
Yes, YN is responsible for all permits, including for a ramp.
6. If planting occurs in fall 2028, the 1-year plant warranty could extend beyond the end date of the contract on March 1, 2029, correct?
Yes, if the final planting as part of the contract ends in fall of 2028, that would be the start of the warranty period, and that period would extend until fall of 2029.
7. The RFP states that prevailing wages apply to this project; To clarify, we are to use Davis Bacon rates, not Washington State Prevailing rates?
Davis Bacon rates apply.
8. In the Bid Table, there are multiple plant material types listed (Plant Material Type Plant Material Type 2, etc.); what is meant by these? Are these supposed to be differing container sizes, different species, etc? Do we need to follow this specific layout, or are we able to modify the bid table to fit our proposals? For example, there is no line item for "Production of Design/As-Built Plans and Final

Report”, can we add a line item for this task?

The RFP asks for a budget table, including wage rates, for the design related aspects of the estimate. The bid table is intended for construction related items. That being said, bidders can modify the bid table to accommodate their proposals. Plant types could differ in container size, type of stock (seed/cutting), or in other ways. I think it would be easier to show any species list in a separate table, but this is up to the bidder.

9. Is the 3% TERO Fee in lieu of TERO employment requirements, or in addition to?

In addition to. The winning bidder will negotiate with TERO to develop a TERO plan, that includes a certain number of TERO employees. This is between the contractor and TERO.

10. For potential irrigation purposes, can water be pulled from the Yakima River?

Yes, as long as a proper screen is used.

11. When it comes to the warranty that you say in the description of how they want a warranty on the trees will be planted and they will survive it does not specify if you will choose us to replant at our cost or if you will take the amount of trees that did not survive and deduct that from the total of the contract.

The warranty will require the contractor to replant at their own cost.

12. With the Tero being a part of this contract. Will we have full say in if we want to use aloof our employees and some from the Tero?

The winning contractor will negotiate a TERO Compliance plan with TERO. They will require the contractor to hire a certain number of TERO employees with appropriate skills. Usually this is a percentage of the number of workers on the project, so contractor can use their own employees plus TERO employees if desired.

13. 3% of the winning estimate will be given back to them automatically deducted if it is something we will have to pay at the end of the contract.

The 3% fee should be included in the proposal as “Other fees and services”, at 3% of the total cost. It can be invoiced according to the budget estimate in the proposal as part of the normal billing process.

14. With the certified payroll is that something that will be turned in every week.

Certified payroll should be included with every invoice as backup documentation. Often the invoicing interval is every 30 days.