



Request for Bids:

Chiwawa Area G - Aerial Large Wood Transport

March 20, 2026

Columbia River

Honor. Protect.
Restore.

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

PHONE
509-881-1462

EMAIL
johj@yakamafish-nsn.gov

Dear Contractor:

The Yakama Nation's Upper Columbia Habitat Restoration Project (UCHRP) is requesting competitive bids from qualified helicopter operators for aerial transport of woody material to facilitate construction of the Chiwawa Area G Phase 2 Habitat Restoration Project in July 2026. This project is located on US Forest Service Property near rivemile 12 on the Chiwawa River in Chelan County.

The helicopter service landing, wood staging, and temporary stockpile placement locations will occur on federal land which may require interagency flight plan coordination with Central Washington Interagency Coordination Center (CWICC). Specific tasks, description of materials to be transported, contractor requirements, and project descriptions are detailed in the exhibits associated with the draft Construction Services Agreement provided with this bid solicitation.

By the **Close of Business on Wednesday, April 16, 2026**, each contractor seeking a contract award must have completed and submitted a signed copy of the attached Aerial Large Wood Transport Bid Sheet along with supporting documents as requested below. Please specify in writing on the bid sheet that all bid prices will be valid for at least 180 days. Submit bid materials to:

Yakama Nation Fisheries

Attn: Annet Dillman

RE: Chiwawa Area G - Aerial Large Wood Transport

PO Box 151

401 Fort Road

Toppenish WA, 98948

We recommend getting completed bids in the mail sufficiently early to ensure delivery by the due date. We also recommend that you email Annet Dillman (dila@yakamafish-nsn.gov) a digital copy of your final bid documents as well as a copy of your certified mail certificate for proof of submission. Make sure the certified mail certificate clearly lists the name of the project, recipient and address of the sender.

The Yakama Nation's strong preference is to have this work completed on July 1st or July 2nd to coincide with the permitted in-water work window and our construction timeline. Some timing flexibility may be necessary to accommodate the helicopter and general construction contractors' schedules.

The winning contractor will demonstrate an understanding of the magnitude of this work and be equipped to perform all necessary elements for a project of this type safely and within designated timelines. Insurance certificates, as outlined in the example contract, must be provided to the Yakama Nation and requesting land managers prior to contract execution.

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

- *A signed and fully completed bid sheet*
- *A list of aircraft and equipment that will be used to complete the requested work.*
- *A list of key personnel that includes descriptions of the number of years' experience performing this type of work, including pilots and ground crew managers*
- *A brief narrative describing your experience performing this type of work that demonstrates a high level of success in completing these types of projects.*
- *A Fuel Spill Containment Plan that meets the requirements of EPA 40 CFR part 112*

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.
- Please review the attached draft Services Agreement, Exhibit A - Scope of Work, and Exhibit E – Project Area Maps, Designs and Descriptions that will be incorporated into the awarded contract. Please note that the Consultant Services Agreement is a draft version.

The following categories will be used to evaluate the competitiveness of bids received:

Demonstrated experience with this type of work – 15%

- Demonstrated quality of work – 15%
- Cost – 15%
- Schedule – 10%
- Company integrity/references – 10%
- Demonstrated experience with permitting agencies in the Upper Columbia Region – 10%
- Adequacy/quality of staff and equipment proposed – 15%
- Completeness of Proposal (Based on RFP Submission Requirements) – 10%

This project is pending environmental permit acquisition and final landowner permissions. 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.

Please contact me with any questions regarding this project.

Sincerely,

A handwritten signature in blue ink, appearing to read "Jarred Johnson", with a long, sweeping flourish extending to the right.

Jarred Johnson
Yakama Nation Fisheries
2 Johnson Lane
Winthrop, WA 98862
johj@yakamafish-nsn.gov
509-881-1462

Bid Proposal for Upper Columbia Aerial Large Wood Transport
 Reference Material: SOW, maps, designs and draft contract template

Project Area	Item	Quantity	Unit	Unit Price	Estimated Number of Hours	Extended Price
Chiwawa Area G	Mobilization	1	LS			
	Flight Rate	1	HR			

Total

Company Name

Date Prepared

Certification
 Printed Name and Title

Signature

By signing and submitting this form you are agreeing to honor the bid prices enclosed here-in for a period of 180 days from submittal.

CONSULTANT AGREEMENT

BETWEEN:

THE CONFEDERATED TRIBES AND BANDS OF THE YAKAMA NATION

on behalf of its Fisheries Resource Management program

P.O. Box 151 / 401 Fort Road

Toppenish, WA 98948

General Phone: (509) 865-5121

Program Phone: ext. 6363

(HEREAFTER “YAKAMA NATION”)

AND

“ _____ ”

Address1:

Address2:

Phone:

(HEREAFTER “CONSULTANT” OR “CONTRACTOR”)

This Consultant Agreement (“Agreement”) is executed by and between Consultant and Yakama Nation, a federally recognized sovereign Nation pursuant to the Treaty with the Yakamas of 1855 (12 Stat. 951). Consultant and Yakama Nation may be collectively referred to herein as the “Parties,” and each may be referred to as a “Party.”

TERMS & CONDITIONS

- 1. Term.** The effective term of this Agreement shall be from _____, through, _____ absent a valid termination action in accordance with the express terms of this Agreement.
- 2. Consultant Obligations.** The Consultant agrees to perform services as set forth below and detailed in the attached “Exhibit A – Statement of Work” (collectively, the “Services”).
- 3. Designated Staff Contacts.** The following Staff Contacts shall act as the primary points of contact for the Parties during the term of this Agreement. Yakama Nation and Consultant agree that these Staff Contacts are designated for purposes of technical communication and service coordination only, and shall have no authority to authorize any changes, modifications, or addendums to this Agreement. The Parties may from time to time change their designated Staff Contact by giving the other party reasonable notice of such change.

Yakama Nation’s Staff Contact:

Name:	Jarred Johnson
Address:	2 Johnson Lane, Winthrop, WA, 98862
Phone:	509-881-1462
Email:	johj@yakamafish-nsn.gov

Consultant’s Staff Contact:

Name:	
Address:	
Phone:	
Email:	

4. **Notice; Designated Legal Contacts.** Any and all legal notice required by or issued pursuant to this Agreement must be provided in writing, and shall be delivered postage pre-paid via certified mail or a reputable overnight courier to the following Legal Contacts:
 - 4.1. Legal notice to Consultant shall be at the address set forth on page one of this Agreement, and care of the Consultant’s designated staff contact identified above.
 - 4.2. Legal notice to the Yakama Nation shall be to the Yakama Nation Tribal Council Chairman at the address set forth on page one of this Agreement, with courtesy copies sent to the Yakama Nation’s designated Staff Contact listed above, and to the Lead Attorney of the Yakama Nation Office of Legal Counsel at P.O. Box 150, Toppenish, WA 98948.
 - 4.3. Either party may from time to time change its designated address for legal notice, or designated Legal Contact(s) for notice, by giving the other party reasonable notice of such change in writing.
5. **Change Orders.** Any material changes, modifications, or addendums to this Agreement and/or the underlying Project must be authorized in a writing signed by (a) the Yakama Tribal Council, acting through its designated representative Committee via duly authorized Committee Action, and executed by the Yakama Tribal Council Chairman and (b) Consultant.

6. Compensation.

- 6.1. *Maximum Compensation.* The **maximum total compensation amount** approved by Yakama Nation and payable to Consultant under this contract is limited to, and ***shall not exceed*** _____ (\$_____); which amount shall include any and all compensation for Services and “Eligible Expenses” (including but not limited to mileage, travel, and payment or reimbursement of direct actual costs and expenses,) as further described below and set forth in detail in the attached “Exhibit B – Budget.” If Exhibit B describes separate and specific maximum compensation amounts for Services and expenses, then at the end of the term of this Agreement, any remaining balance in the amount allocated for expenses may be used by Yakama Nation, at its sole discretion, to cover fees for authorized Services, so long as the total compensation amount set forth above is not exceeded.
- 6.2. *Rates.* Yakama Nation shall compensate Consultant according to the billing rate(s) and/or fee schedule(s) set forth in Exhibit B in an amount not to exceed that stated in Section 6.1 above.
- 6.3. *Eligible Expenses.* Consultant may only seek reimbursement for Eligible Expenses, which are those reasonable expenses incurred with the prior written approval of Yakama Nation or its designated representative. For Eligible Expenses, Consultant must provide a receipt or other proper proof of expense to receive reimbursement from Yakama Nation. For the avoidance of doubt, items and expenses set forth in Exhibit B are not Eligible Expenses.
- 6.3.1. *Travel Expenses.* Subject to applicable law, Yakama Nation shall evaluate and determine the reasonableness and allowability of travel expenses in accordance with the standards set forth in 41 C.F.R. Subtitle F, Chapter 301, as amended. Provided, however, that where such standards conflict with any Yakama Nation law or policy, the Yakama Nation law or policy shall govern.
- 6.3.2. *Ownership of Expensed Items.* Yakama Nation shall retain sole and exclusive ownership of all property – real, movable, and/or intellectual – for which Yakama Nation has provided any reimbursement to Consultant under this Agreement. Consultant shall promptly deliver to Yakama Nation any Yakama Nation property upon request, or at the completion or termination of this contract.
- 6.4. *Invoicing & Payment.* Consultant shall submit monthly invoices and appropriate supporting documentation to Yakama Nation, including, but not limited to, expense receipts and a brief summary of daily activities associated with Services performed by Consultant. Unless the Parties agree in writing to different terms, invoice periods shall begin on the first day of each month and end on the last day of each month. Invoices shall be submitted by Consultant to Yakama Nation’s designated Staff Contact within fifteen (15) days after the end of the month in which the Services were provided and/or expenses were incurred.
- 6.4.1. *Progress Reports.* At Yakama Nation’s request, or as otherwise agreed upon by the Parties in writing, Consultant shall submit a progress report along with its monthly invoice. Such progress reports should generally include, as attached exhibits, copies of all work product prepared or created by Consultant during the relevant invoice period(s). In addition, at Yakama Nation's request, Consultant will provide oral reports and presentations to the Yakama Nation Tribal Council and/or General Council by telephone or videoconference.

6.4.2. *Invoice Issues.* If a question or concern arises regarding an item on an invoice, Yakama Nation shall notify Consultant of the question or concern within five (5) business days of receiving the invoice. Within five (5) business days following such notification, Consultant shall take action to sufficiently explain or correct the item, or Consultant shall be deemed to have waived their right to demand payment for the item.

6.4.3. *Payment by Yakama Nation.* Yakama Nation agrees to issue payment for Consultant's invoices no later than sixty (60) days after receipt. Payment shall be made to Consultant in U.S. Dollars, via certified check payable to _____.

7. Maintenance & Retention of Records; Financial Management for Accounting and Audits.

Consultant shall maintain and retain auditable records during the term of this Agreement and for a period of at least three (3) years following the expiration or termination of this Agreement. Consultant shall maintain its records to comply with the Audit Act of 1984, P.L. 98-502 (31 U.S.C. § 7501 et. seq.), as amended, and the Office of Management and Budget's Uniform Guidance requirements set forth at, 2 C.F.R. part 200, Subpart F, as amended. Consultant shall adhere to a systematic accounting method that assures timely and appropriate resolution of audit findings and recommendations in compliance with the Uniform Guidance. Subject to applicable law, Consultant agrees that the Yakama Nation, the grantor agency (if applicable), the Comptroller General of the United States, or any of their duly authorized representatives, shall have timely access to Consultant's records which are pertinent to the subject matter of this Agreement and the performance of obligations contained herein, for the purpose of conducting an audit and/or examination, and/or making copies.

8. Performance.

8.1. *Independent Contractor.* Consultant shall employ, at its own expense, all personnel reasonably necessary to perform the Services contemplated by this Agreement. Such personnel shall not be considered Yakama Nation employees. Consultant shall be responsible to ensure that all personnel engaged in performing Services are fully qualified to undertake the work in accordance with applicable tribal, federal, state, and local laws. Consultant shall at all times in performance of this Agreement operate as, and have the status of, an independent contractor, and will not be an agent or employee of Yakama Nation; nor will Consultant or its personnel be entitled to any employee benefits provided by the Yakama Nation. The Parties are not engaged in a joint venture or partnership. Neither party can represent or bind the other.

8.2. *Discrimination.* Consultant shall not discriminate against any employee or applicant for employment because of handicap, race, age, religion, or sex. Consultant will take affirmative steps to ensure that applicants are employed, and that employees are treated fairly during employment, without regard to their handicap, race, age, religion, or sex.

8.2.1. *Indian Preference.* Notwithstanding the above, Consultant shall, for all work performed on or near the Yakama Reservation pursuant to this Agreement, and consistent with Section 703(i) of the 1964 Civil Rights Act, give preference in employment (including any authorized subcontracts) to equally qualified Indians regardless of their handicap, age, religion or sex. To the extent feasible and consistent with the efficient performance of this Agreement, the Consultant 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 Consultant shall comply with any applicable Indian

preference laws and requirements established by the Yakama Nation, including those set forth in the Yakama Nation Tribal Employment Rights Ordinance, as amended (Yakama Revised Law & Order Code, Title 71).

- 8.3. *Taxes, Permits, Fees.* 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 Consultant during the performance of this Agreement. Consultant shall be solely responsible to secure and pay for any necessary or appropriate permits, fees, licenses, inspections, or other prerequisites necessary for proper performance of the Services contemplated by this Agreement.
- 8.4. *Subcontractors.* Consultant shall not be permitted to hire a subcontractor to perform the Services contemplated by this Agreement without the Yakama Nation's express prior written authorization. Any unauthorized attempt by Consultant to subcontract for such Services shall be null and void, and Consultant shall be responsible for all expenses, fees, and costs associated with any such unauthorized subcontract. If the Yakama Nation does authorize Consultant to hire a subcontractor to perform the Services contemplated by this Agreement, then Consultant shall ensure that such subcontractor complies with the terms of this Agreement.
- 8.5. *Assignment.* Consultant shall not assign its interest in this contract, or any part thereof, including its right to receive payment for Services performed, to another party. Any attempt by Consultant to assign any obligations, rights, or fees under this Agreement will be null and void, and Consultant shall be responsible for all expenses, fees, and or costs associated with any unauthorized assignment.

9. **Representations & Warranties.**

- 9.1. *Professional Work.* Consultant shall perform Services in a professional, thorough, skillful, and safe manner, consistent with the relevant standard of care expected from professionals with similar credentials and experience, and in accordance with the usual and customary standards accepted in Consultant's profession for similar projects. If Yakama Nation is dissatisfied with Consultant's work, Yakama Nation shall notify Consultant before Consultant leaves the job site so that Consultant may rectify such deficiency prior to leaving. Once Yakama Nation allows Consultant to leave, the work shall be deemed accepted and Yakama Nation may not withhold payment by reason of unsatisfactory performance of services.
- 9.2. *Compliance with Applicable Laws.* Consultant shall comply with all applicable tribal, federal, state and local laws, regulations, guidelines and policies in performance of Services and fulfillment of duties and obligations pursuant to this Agreement. Consultant represents that it has reviewed, and is familiar with, all laws relevant to the performance of Services under this Agreement.
- 9.3. *Broad Protection.* All representations and warranties set forth in this section, or memorialized elsewhere in this Agreement and its Exhibits, shall be interpreted expansively to afford the broadest protection available to Yakama Nation.

10. **Access to Records, Personnel, and Facilities.** Subject to applicable law, Yakama Nation will provide Consultant with reasonable access to its personnel, facilities, and records necessary to the performance of this Agreement.

10.1. **Confidential Information.** Where Consultant receives any documents or information typically maintained in confidence by the Yakama Nation (“Confidential Information”), Consultant will, subject to applicable law, make all reasonable efforts to prevent the disclosure of such Confidential Information to any and all third parties. Further, Consultant shall not use the Confidential Information for any purposes other than performance of this Agreement.

11. **Reserved.**

12. **Indemnification.**

12.1. Consultant shall, at its sole expense, hold harmless, indemnify, and (at Yakama Nation’s sole discretion) defend the Yakama Nation and its officials, officers, agents, employees, and assigns against any and all claims, demands, judgments, losses, costs, damages, expenses or other liabilities whatsoever, including court costs and reasonable attorney’s fees and expenses, incurred by or claimed against the Yakama Nation, its officials, officers, agents, employees, and/or assigns, that arise out of or are based upon, whether directly or indirectly, Consultant’s and/ or Consultant’s employee’s, officers’, or agents’ errors, negligent actions and/or omissions, and/or breach of contract related to this Agreement, including, but not limited to, accidents or injuries to persons or property.

12.2. Consultant shall indemnify and hold harmless the landowners listed in this Section 12.2 for losses or liabilities arising directly from property damage, personal injury, bodily injury or death caused by the negligent acts or omissions of Consultant or Consultant’s officials, employees, or agents, in connection with Consultant’s performance of its obligations under this Agreement:

- **United States Forest Service**

12.3. Consultant’s indemnification obligations under this Agreement shall survive the expiration or termination of this Agreement and any applicable licenses.

13. **Insurance.**

13.1. *Insurance Types and Limits.* The following minimum kinds and amounts of insurance enumerated below are applicable to Consultant's work under this Agreement. Consultant shall (subject to applicable law), at its sole expense, obtain and maintain in force during the entire term of this Agreement, the following types of liability insurance policies, or their equivalents, which shall provide coverage for liabilities in amounts not less than as follows:

13.1.1. Commercial General Liability (“CGL”) insurance, including contractual liability coverage, covering claims for bodily injury, personal injury, or property damage arising out of Consultant’s work on the Project. Such CGL insurance shall have a limit of not less than \$2,000,000 per each occurrence and \$4,000,000 aggregate. Such limits may be achieved through the use of umbrella liability insurance sufficient to meet the requirements of this section.

13.1.2. Business Auto Policy (“BAP”) insurance with a limit of not less than \$1,000,000 per accident, covering liability arising out of "Any Auto" for all Consultant’s automobiles used as part of Consultant’s work under this Agreement.

- 13.1.3. Workers Compensation: Consultant is required to comply with applicable federal and Washington State workers compensation and occupational disease laws and regulations. Subject to applicable law, employer's liability coverage of at least \$1,000,000 shall be required.
- 13.1.4. Environmental impairment liability insurance with a limit of not less than \$1,000,000 per occurrence. Such insurance will include coverage for the cleanup, removal, storage, disposal, transportation and or use of pollutants.
- 13.1.5. Aviation liability insurance with coverage for bodily injury, personal injury, death, and property damage arising out of the use, operation, or ownership of the aircraft, with a limit of not less than \$10,000,000 per occurrence.

13.2. *Insurance Terms.*

- 13.2.1. Consultant shall name the Yakama Nation, including its officials, officers, employees, and agents, as an additional insured (by way of endorsement) on its insurance policies, excluding the coverage set forth in Section 13.1.3. Such insurance policies must include the same coverage as provided for in Section 13.1 of this Agreement. Consultant's policy shall be primary to any insurance of the Yakama Nation. Before commencing work under this Agreement, Consultant shall provide the Yakama Nation with certificates of insurance from Consultant's insurance company which are consistent with this Section 13 of this Agreement and state that the insurance required has been obtained and is in force.
- 13.2.2. All insurance policies that Consultant is required to maintain shall contain and provide coverage equivalent to the coverage provided under standard endorsement forms CG 20 10 07 04 and CG 20 37 07 04.
- 13.2.3. All insurance policies that Consultant is required to maintain shall contain an endorsement with an express waiver of any right of subrogation by the insurance company against Yakama Nation and the other additional insured parties, including their respective officials, officers, agents, and employees. The policies shall provide that the insurance proceeds of any loss will be payable notwithstanding any act or negligence of Consultant which might otherwise result in a forfeiture of said insurance. The policies shall expressly provide that Yakama Nation and the other additional insured parties shall not be required to give notice of accidents or claims, and that they shall have no liability for any applicable premiums.
- 13.2.4. All insurance policies that Consultant is required to maintain should be purchased on an occurrence basis and should be issued by companies that are admitted to do business within the State of Washington and have a rating of A- or better in the most recently published edition of Best's Reports. Any exception to these requirements shall be reviewed and approved in advance by the Yakama Nation. If an insurer is not admitted, all insurance policies and procedures for issuing the insurance policies must comply with Chapter 48 .15 RCW and 284-15 WAC.

13.2.5. Before commencing work under this Agreement, Consultant shall provide to Yakama Nation all certificates of insurance, policy declarations, and additional insured endorsements executed by their insurers showing that the insurance required under this Agreement has been obtained and is in force. The certificate(s) shall identify Consultant 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 Yakama Nation and the other additional insured parties, as prescribed in statute (Chapter 48.18 RCW or Chapter 48.15 RCW), but in no case less than thirty (30) days before the effective date. In addition, Consultant shall provide certificates as the policies are renewed throughout the term of this Agreement.

13.2.6. The insurance requirements in this Section 13 are not representations that coverage and limits will be adequate to protect Consultant.

14. Termination.

14.1. *For Convenience.* Either party may terminate this Agreement by giving to the other party at least ninety (90) days prior written notice. The notice shall specify the effective date of termination.

14.1.1. *By Tribal Council Executive Committee.* Consultant understands and agrees that the Yakama Nation Tribal Council Executive Committee may immediately terminate this Agreement by giving at least thirty (30) days written notice. The notice shall specify the effective date of termination.

14.1.2. *Timing of Termination.* Neither party may terminate this Agreement for convenience following initial mobilization.

14.2. *For Breach.* Either party may immediately terminate this Agreement by written notice following a material breach by the other party, provided that the other party fails to cure such breach within ten (10) days of receipt of the written notice.

14.3. *Effect.* Upon termination, and except as otherwise set forth herein, the obligations of the Parties for the further performance of this Agreement shall cease, but the Parties shall not generally be relieved of the duty to perform their obligations arising up to the date of termination. Termination shall in no way limit or restrict any right or remedy at law or equity which would otherwise be available to either party, including, but not limited to, Yakama Nation's right to contract with other qualified persons to complete the performance of Services identified in or contemplated by this agreement.

15. Dispute Resolution.

15.1. *Negotiation.* In the event that a dispute arises between the Parties over the performance, interpretation, or enforcement of this Agreement, the Parties in the first instance shall attempt in good faith to resolve the dispute informally through face-to-face negotiations. These negotiations shall take place at the Yakama Nation governmental headquarters in Toppenish, Washington, unless otherwise agreed upon in writing by the Parties. All offers, promises, conduct and statements, whether oral or written, made in the course of the negotiation by any of the Parties, their agents, employees, experts and/or attorneys shall be considered confidential, privileged and inadmissible for any purpose, including impeachment, in any other proceeding involving the

Parties. Provided, however, that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the negotiations.

15.2. *By Tribal Council Chairman.* If the Parties are unable to resolve the dispute through negotiation, the aggrieved party shall submit the matter, in writing, to the Chairman of the Yakama Nation Tribal Council. A copy of the aggrieved party's submission shall be served upon the other party in accordance with the notice provisions of this Agreement. The Chairman shall promptly 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. Provided, however, that nothing shall operate to limit or prohibit Yakama Nation from otherwise enforcing its rights under this Agreement.

15.2.1. *Conflict of Interest.* In the event that the Chairman has a conflict of interest that would prevent her/him from hearing the dispute, s/he may, at her/his sole discretion, either decline to hear the dispute, or appoint an alternate Tribal Leader or Elder to serve in his/her place.

16. General Terms.

16.1. *Headings.* Headings are provided for convenience and do not affect the meaning of the provisions to which they are affixed.

16.2. *Severability.* If any term of this Agreement is to any extent illegal, otherwise invalid, or incapable of being enforced, such term shall be excluded to the extent of such invalidity or unenforceability; all other terms hereof shall remain in full force and effect; and, to the extent permitted and possible, the invalid or unenforceable term shall be deemed replaced by a term that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term.

16.3. *Entire Agreement.* This Agreement incorporates all of the agreements, covenants and understandings between the Parties, and supersedes all prior or contemporaneous oral or written agreements between the Parties. No agreement or understanding, verbal or otherwise, of the Parties regarding their responsibilities under this Agreement shall be valid or enforceable unless embodied in the Agreement.

16.3.1. *Attachments.* The following documents are hereby incorporated by this reference and made part of this Agreement:

- **Exhibit A – Project Overview and Statement of Work**
- **Exhibit B – Budget**
- **Exhibit C – Payment Schedule**
- **Exhibit D - Fuel Spill Plan**
- **Exhibit E – Project Area Maps, Designs and Descriptions**
- **Exhibit F – Cooperative Agreement 98299 Terms and Conditions**

- 16.4. *Amendments.* No change, amendment, modification, or addendum to this Agreement shall be valid unless it is in writing and executed by authorized representatives of both Parties.
- 16.5. *Survival.* The requirements of Section 7 (Maintenance & Retention of Records; Financial Management for Accounting & Audits), Section 12 (Indemnification), and Section 15 (Dispute Resolution) of this Agreement shall survive termination of this Agreement. Further, provisions that, by their nature, are reasonably expected by the Parties to be performed after the expiration or termination of this Agreement shall survive and be enforceable. Any and all liabilities, actual or contingent, which have arisen during the term of and in connection with this Agreement, shall survive the expiration or termination of this Agreement.
- 16.6. *No General Waiver.* Any waiver or failure of the Parties to enforce or insist upon any term in this Agreement does not constitute a general waiver or relinquishment of that term.
- 16.7. *No Construction Against Drafter.* Each party has participated in negotiating and drafting this Agreement. If any ambiguity or question of intent or interpretation arises, this Agreement is to be construed as if the Parties had drafted it jointly, as opposed to being construed against one party because it was responsible for drafting one or more provisions.
- 16.8. *Conflicts.* In the event of a conflict between the terms and conditions of this Agreement and those of a Statement of Work or other exhibit or attachment to this Agreement, the terms and conditions of this Agreement shall be controlling.
- 16.9. *Execution.* This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Agreement. The counterparts of this Agreement and any ancillary documents may be executed and/or delivered by electronic means by any of the Parties to any other Party and the receiving Party may rely on the receipt of such document so executed or delivered as if the original had been received.
17. **Force Majeure.** This Agreement is subject to force majeure, and is contingent on strikes, accidents, acts of God, weather conditions, fire, and other circumstances that 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.
18. **Jurisdiction & Venue.** The validity, interpretation, and performance of this Agreement, and any and all written instruments, agreements, specifications and other writings of whatever nature which relate to or are part of this Agreement, shall be governed by and construed in accordance with the laws of the Yakama Nation. This Agreement is deemed executed in Toppenish, Washington. Both Parties understand and agree that this Agreement establishes a consensual business relationship between the Parties for purposes of Yakama Tribal Court jurisdiction. Venue of any court action filed to enforce or interpret the provisions of this Agreement shall be exclusively in the Yakama Nation Tribal Court(s). In the event of litigation to enforce the provisions of this Agreement, the prevailing party shall be entitled to reasonable legal fees and expenses in addition to any other relief allowed.
19. **Sovereign Immunity.** Notwithstanding any other terms or provisions of this Agreement, Consultant understands and agrees that Yakama Nation, by entering into this Agreement, does not waive its

sovereign immunity from suit, nor does it waive, alter, or otherwise diminish its sovereign rights, privileges, remedies, or services guaranteed by the Treaty with the Yakamas of 1855 (12 Stat. 951).

20. Special Provisions. In addition to the forgoing terms and conditions, the following requirements are agreed to and shall apply to this Agreement:

20.1. Funds for compensation of Consultant by the Yakama Nation under this Agreement are provided by Bonneville Power Administration, through the 2022 Fish Accord, and agreements with the US Forest Service. If these federal funds are not in fact made available to Yakama Nation prior to or during the effective term of this Agreement, Yakama Nation shall have the right to immediately terminate this Agreement for frustration, and without penalty; provided, that Yakama Nation shall remain responsible to Consultant for mobilization and flight hours costs (as set forth in Exhibit B) that arose prior to the date of termination.

20.2. Consultant certifies and warrants that, to the best of Consultant's knowledge and belief, Consultant and its principals: (i) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any state or federal department or agency; (ii) have not within the three-year period preceding the effective date of this Agreement had a criminal conviction or civil judgment rendered against them for commission of fraud in connection with obtaining, attempting to obtain, or performing a public (federal, state or local government) contract, including violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (iii) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses set forth above in this certification; and (iv) have not had one or more public contracts (federal, state, or local) terminated for cause or default within the three-year period preceding the effective date of this Agreement.

20.3. During the performance of this Agreement, Consultant agrees to comply with all applicable federal and state nondiscrimination laws and policies.

20.4. Consultant shall comply with applicable federal labor and wage laws, including without limitation the Davis Bacon Act (40 U.S.C. § 3141-3148), the Copeland Anti-Kickback Act (40 U.S.C. § 3145), the Contract Work Hours and Safety Standards Act (40 U.S.C. § 3701-3708), and the Byrd Anti-Lobbying Act (31 U.S.C. § 1352).

20.5. Consultant shall comply with all applicable state of Washington workers' compensation statutes and regulations.

20.6. Consultant shall comply with all applicable federal environmental laws including, but not limited to: the Comprehensive Environmental Response, Compensation, and Liability Act; the Resource Conservation and Recovery Act; the Toxic Substances Control Act; the Hazardous Materials Transportation Act; the Clean Water Act; the Clean Air Act; the National Environmental Policy Act; the Endangered Species Act; and the National Historic Preservation Act.

Consultant shall indemnify and hold the Bonneville Power Administration harmless, and shall be solely responsible for any cost (including but not limited to penalties, fees, assessments,

Consultant Agreement btw. _____ and Yakama Nation

damages, remediation costs, attorney’s fees, etc.) and for performing any corrective actions (including but not limited to response actions and actions required in administrative penalties or orders), arising from any act or omission of Consultant or Consultant’s agents, employees, officers, or officials that is in violation of the aforementioned environmental laws.

20.7. “Hazardous Substance” means any substance that now or in the future becomes regulated or defined under any federal, state, or local statute, ordinance, rule, regulation, or other law relating to human health, environmental protection, contamination, pollution, or cleanup.

Consultant shall not undertake, or allow others to undertake by Consultant’s permission, acquiescence, or failure to act, activities that result in a release of threatened release of Hazardous Substances on lands owned by the state of Washington. Consultant shall immediately notify the state of Washington if the Consultant become aware of any release or threatened release of Hazardous Substance on the Property. If a Consultant’s act or omission results in a release of Hazardous Substances, then Consultant, at its sole expense, shall promptly take all actions necessary or advisable to clean up, contain, and remove the Hazardous Substances in accordance with applicable laws.

IN WITNESS WHEREOF, we set our hands and seals:

[Signature page(s) to follow.]

CONFEDERATED TRIBES & BANDS OF THE YAKAMA NATION:

By: _____

Date: _____

Name: Gerald Lewis (or authorized designee)

Title: Yakama Nation Tribal Council Chairman

HELICOPTER CONTRACTOR:

By: _____

Date: _____

Name:

Title:

EXHIBIT A

STATEMENT OF WORK

1. Background:

The Yakama Nation Fisheries (Owner) is constructing the Chiwawa Area G Phase 2 Large Wood Restoration Project on the Chiwawa River within the Wenatchee subbasin in July 2026. This collaborative project has been designed in partnership with the U.S. Bureau of Reclamation, Interfluve Inc., and the U.S. Forest Service. Construction funding is provided by the Bonneville Power Administration through the Yakama Nation, along with support from the Central Washington Initiative (CWI) and the Collaborative Forest Landscape Restoration Program (CFLRP) through the U.S. Forest Service.

The project site spans both sides of the Chiwawa River, at approximately river mile 12. Construction access is exclusively available via Forest Road 6200-385, located near the Grouse Creek Campground on the eastern bank of the river. To minimize the impact of heavy construction equipment on the streambed, riparian vegetation, and soil, the Yakama Nation will contract with a helicopter services company to transport woody material from a local staging area to designed structure locations. The wood material will be temporarily stockpiled there to facilitate efficient handling by excavators. The target date for this work will be July 1st or July 2nd, however we have some flexibility based on helicopter availability, weather and water conditions.

The Owner, along with Designated Representative(s) responsible for the certified engineered Construction Design Set, will oversee the placement of material. Comprehensive project details pertinent to the helicopter contractor, including technical specifications, plan sheets, material standards, and quantities, are provided in Exhibit E – the Project Area Maps, Designs, and Descriptions. Collectively, the accompanying exhibits to this document outline the full Scope of Work to be executed in accordance with the terms of this contract. Any changes to the Scope of Work must receive prior approval from the Owner.

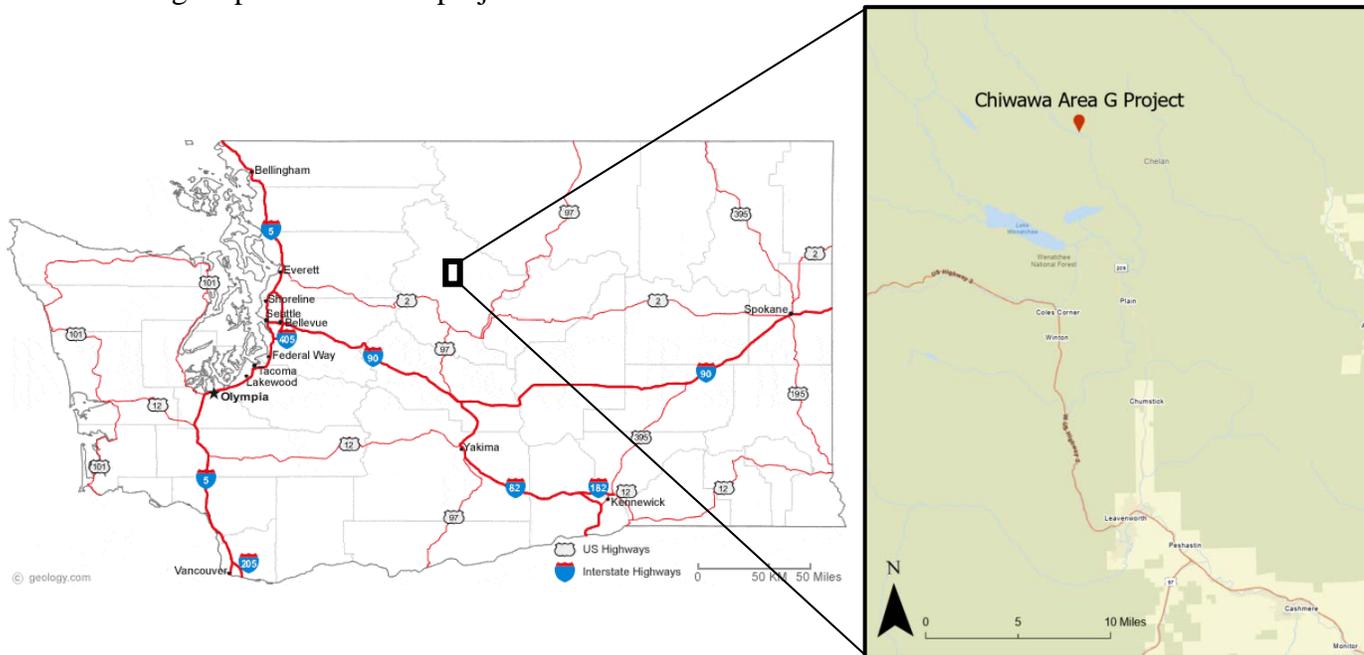
2. Location and Directions:

Coordinates (NAD 83): 47.89707 N, -120.712116 W

From Leavenworth:

- At the traffic circle, continue straight onto US-2 W for 14.2 mi
- Turn right onto WA-207 N for 4.3 mi
- Slight right onto Chiwawa Loop Road for 1.3 mi
- Turn left onto Chiwawa River Rd for 8.2 mi
- Turn left onto Forest Service 6200-385 Rd/Grouse Creek Campground Forest Service 6200-380 Rd/NF-62 for .25 mi. The material staging area will be on your right.

The following map illustrates the project locations:



3. Project Tasks:

All tasks will be completed as per Exhibit E. Major project items include but are not limited to the following:

- **Mobilization** - Mobilization consists of pre-construction, during-construction, and post-construction expenses, including the costs of preparatory work and operations performed by the Consultant excluding any portion of the work covered by other specific contract items such as Flight Time, or incidental work which is to be included in other specific contract items.
- **Flight Time** – Flight time consists of all during-construction expenses incurred while each heavy-lift helicopter is actively operating and transporting large wood habitat logs from local staging areas to the identified wood installation sites under the direction of the Owner or the Designated Representative(s). Ground crew work associated with load rigging and placement will be considered incidental to this item.

To complete the work, the Contractor shall make available to the Yakama Nation one (Make and Model) helicopter, along with standard rigging, and portable aircraft refueling system (the “Aircraft”), with qualified pilots, mechanics, and load managers to perform large wood transport services (the “Services”) as directed by the Yakama Nation. The helicopter should have maximum lift capabilities of 8,000 pounds or more for external loads at sea level. Individual load weight shall be as agreed, but in no case shall exceed the capabilities of the Aircraft for the existing environmental conditions. Contractor’s personnel will perform rigging functions for all loads. The contractor and the Yakama Nation will establish load lifting plan prior to commencing work.

The Contractor shall utilize the Aircraft to transport woody material such as habitat logs, pilings and slash from the local staging area to the construction work sites. The Aircraft will stage the habitat wood for convenient access by an excavator for later construction.

To facilitate communication between the aircraft and ground crews the Contractor shall provide a sufficient quantity of radios to accommodate all ground crew members and the Owner and Designated Representative(s).

4. Project Schedule and Key Deliverables:

4.1 Helicopter operations will commence after 7:00 AM each day. Daily safety and operations briefings will be conducted by the Contractor and shall occur prior to commencing flight operations. Generally, flight operations will commence as soon as ground crew personnel are in position to receive loads and direct aircraft.

4.2 The period of availability for the Aircraft is between June 30, 2026 through July 3, 2026. Or as proposed in the Contractors bid package and agreed to by the Owner. Work will accommodate permitted in-water work window timelines and construction schedules but may vary based on river conditions, weather delays or mechanical issues.

5. Contractor Obligations:

The Contractor shall furnish all supervision, labor, equipment and tools necessary to complete the project safely as described in this Statement of Work, and per the specifications provided in Exhibit E.

Contractor warrants that total contract amount described in Exhibit B – Budget is sufficient to complete the work described in in this Statement of Work, and per the specifications provided in Exhibit E. Should project conditions begin to cause the number of flight hours to exceed the total contract amount described in Exhibit B – Budget, it is the Contractor’s obligation to immediately alert the Owner. Contractor agrees that this Agreement shall expire once the number of actual flight hours requires the Yakama Nation to pay the Maximum Payment.

5.1 *Flight Conditions and Safety:* The Contractor’s pilot(s) shall be the sole judge of what constitutes safe flying conditions. Including but not limited to weather, topography, vegetation, proximity to occupied residences, public, equipment, visibility, and other considerations.

6. The Yakama Nation’s Responsibilities:

During the term of this Agreement, the Yakama Nation shall provide, at its sole expense, and in addition to the amounts paid to Contractor under this Agreement:

- 6.1 A reasonably dust-free helipad (Service Landing) for use by the Contractor’s Aircraft and portable refueling system.
- 6.2 Qualified construction oversight engineers and/or fish biologists to approve placement of the logs by the Contractor; and
- 6.3 All woody material including timber pilings, logs and logs with roots and slash that the Contractor shall use in its performance of this Agreement.

7. Spill Control Plan:

It shall be the Contractor's responsibility to produce and abide by a Spill Containment and Control Countermeasure Plan which conforms to EPA 40 CFR part 112 requirements.

8. Consistent Satisfactory Progress:

Consistent satisfactory progress in 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, the Contractor may be given a notice of contract cancellation. Consistent satisfactory progress will also be determined by the Contractor's demonstrated ability to perform all work tasks described in Exhibit E. If it appears that the Contractor is unable to complete the project tasks within the permitting work window, the Contractor may be given a notice of contract cancellation. The Owner will monitor progress closely.

9. 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.

10. Road Signage:

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

11. Communication with Landowners:

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

12. 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 properties designated in this Agreement unless so directed by the Owner. 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 Owner. Any additional work conducted on the property designated in this Agreement by Contractor without the express consent of the Owner shall constitute a material breach of this Agreement, thereby relieving the Yakama Nation from all payment obligations to the Contractor.

EXHIBIT B

BUDGET

EXHIBIT C

Payment

1. Payment Schedule

- Progress:** The Consultant shall submit a separate bill for each major project task element after the work has been completed, reviewed and accepted by Yakama Nation's Designated Representative. The Consultant is encouraged to invoice monthly when payment is necessary.
- Percentage:** The Consultant shall invoice monthly and will be allowed to submit a bill for percentage of work completed after the work has been reviewed and accepted by Yakama Nation's Designated Representative.
- Actual Work Completed:** The Consultant shall invoice monthly and will be allowed to submit a bill for actual work completed.
- Alternative Schedule:** The Consultant shall invoice and be allowed to submit a bill as follow:

Invoices must include appropriate supporting documentation, which may include, but is not limited to, detailed expense receipts, Davis Bacon compliance, and a brief summary of activities associated with the Work performed by Consultant.

2. Tax Exempt Certificate

Due to the location and nature of the Services being provided by Consultant:

- The Consultant **has not** been given a Tax Exemption Certificate
- The Consultant **has** been given a single use Tax Exemption Certificate. Due to the nature of this Agreement, as set forth below, the Consultant should be allowed to use the tax-exempt certificate that is included with this document.

The Consultant shall be exempt from paying state taxes for work performed on salmon habitat restoration projects which the Yakama Nation directs and undertakes as co- manager of fisheries resources pursuant to the Treaty with the Yakama of 1855 (12 Stat.951).

EXHIBIT D
FUEL SPILL PLAN

EXHIBIT E

PROJECT AREA MAPS, DESIGNS AND DESCRIPTIONS

This project is located on the Chiwawa River between river mile (RM) 12.0 and 12.75 and occurs entirely on U.S. Forest Service (USFS) property. Large wood and pilings are currently staged within approximately 0.10 to 0.50 air miles of the delivery sites. The primary service landing is located at the Meadow Creek Gravel Pit, approximately 4 air miles south of the staged materials.

Access to the project reach is constrained by the absence of existing roads, steep terrain, and dense vegetation within the floodplain. As a result, a helicopter will be used to transport and woody materials along streambanks at designated temporary deck locations. These temporary decks will facilitate convenient construction of engineered log structures by heavy equipment.

Temporary log deck locations, along with associated log types and quantities, are identified in the attached figure. Log types include: (1) logs with rootwads, approximately 18- to 24-inch DBH and 40 feet in length; and (2) pilings without rootwads, approximately 15 inches in diameter and 20 feet in length. These materials will be used to construct larger log jam structures.

The Yakama Nation will provide an excavator and water truck to layout turns for ground crews and provide dust abatement at the Service landing and the log deck.

DESCRIPTION OF MATERIAL

The large wood for this project will be fairly uniform.

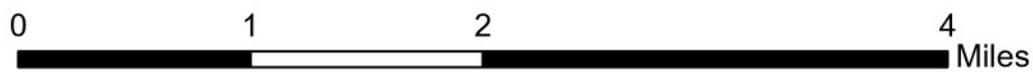
- All “logs with rootwads” are Douglas Fir that measure between 18” and 24” DBH by 40’ long. The majority were harvested in the fall of 2024.
- “Pilings” are Douglas Fir or Western Larch and they measure 15” at the large cut end and are 20 feet long. The pilings were harvested during the summer 2024.

PROJECT MAPS



Chiwawa Area G Phase 2 Aerial Transport Map

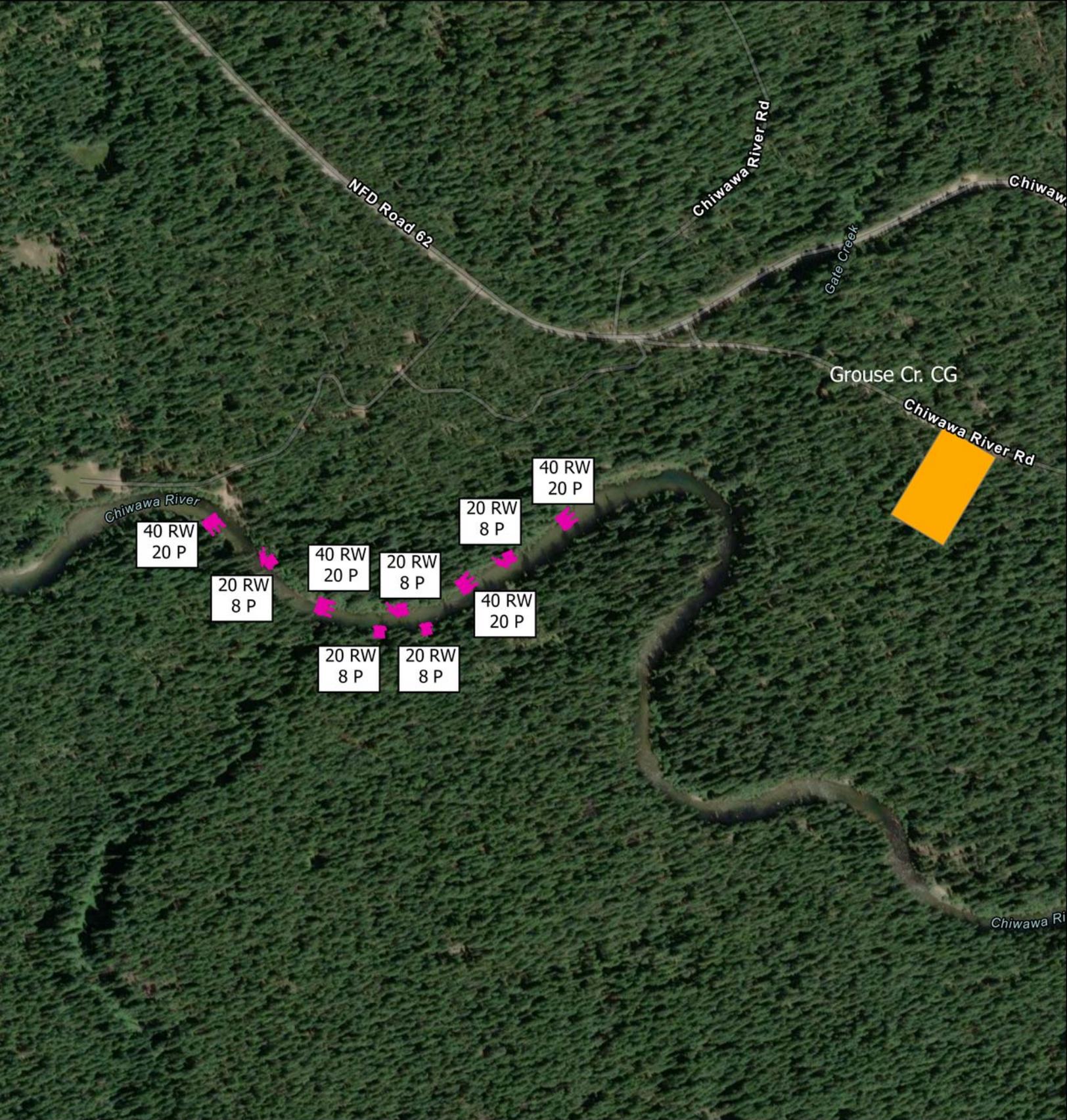
3/20/26



Legend

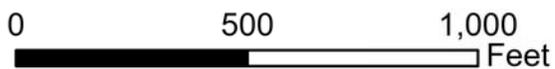
-  Chiwawa Area G Project
-  Helicopter Service Landing





Chiwawa Area G Phase 2 Aerial Transport Map 3/20/26

The quantity of logs with rootwads (RW) and pilings (P) that will be temporarily stockpiled near each structure are identified in the white boxes.



Legend

- Wood Structures
- Helicopter Service Landing
- Log Staging Area



EXHIBIT F

BPA COOPERATIVE AGREEMENT 98299 TERMS AND CONDITIONS



Mail Invoice To:

fwinvoices@bpa.gov
F & W Invoices - EWB-4
P. O. Box 3621
Portland OR 97208-3621

Please Direct Inquiries To:

KAREN T WOLFE
ktwolfe@bpa.gov
Title CONTRACT SPECIALIST
Phone: (503) 230-3448
Fax (503) 230-4508

Vendor:

CONFEDERATED TRIBES AND BANDS OF THE
YAKAMA INDIAN NATION
PO BOX 151
TOPPENISH WA 98948

Title

2009-003-00 EXP UC HABITAT PROJECTS - DESIGN & CONSTRUCT

Contract Value

Total Value		** NOT TO EXCEED **
Pricing Method	COST, NO FEE	Start Date 01/01/2026
Contract Type	COOPERATIVE AGREEMENT	End Date 12/31/2026

Vendor Authorized Signature

Printed Name/Title

Date Signed

Phone

KAREN WOLFE

Digitally signed by KAREN WOLFE
Date: 2025.12.04 13:50:53 -08'00'

Authorized Signature

Karen Wolfe/Contracting Officer

Printed Name/Title

ATTACHMENT – TERMS AND CONDITIONS

CLAUSES INCORPORATED BY REFERENCE

This award incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at the following address:

Bonneville Financial Assistance Instructions Manual clauses: <https://www.bpa.gov/energy-and-services/customers-and-contractors/financial-assistance-instructions-manual>

- Clause 1 Regulations Applicable To BPA Financial Assistance (JUL 2017)
- Clause 2 Legal Authority And Effect (JUL 2017)
- Clause 3 Non-assignability (JUL 2017)
- Clause 4 Compliance With Federal, State, And Municipal Law (JUL 2017)
- Clause 5 Inconsistency With Federal Law (JUL 2017)
- Clause 7 Contracting Officer's Representative (OCT 2018)
- Clause 10 Federal Stewardship (OCT 2018)
- Clause 11 Substantial Involvement (OCT 2018)
- Clause 12 Nondisclosure And Confidentiality Agreements Assurances (JUL 2017)
- Clause 13 Foreign Work and Travel (JUL 2021)
- Clause 14 Purchases (JUL 2017)
- Clause 15 Lobbying Restrictions (JUL 2017)
- Clause 16 Export Controls (JUL 2017)
- Clause 18 Extensions Of Period Of Performance (JUL 2017)
- Clause 19 Property Trust Relationship & Insurance Coverage (JUL 2017)
- Clause 21 Property – Supplies And Equipment (JUL 2017)
- Clause 22 Title To And Disposition Of Property (OCT 2018)
- Clause 23 Record Retention (JUL 2021)
- Clause 24 Audits (OCT 2018)
- Clause 25 Suspension Or Termination (JUL 2017)
- Clause 26 Claims, Disputes, And Appeals (JUL 2017)
- Clause 27 Reporting Program Performance (JUL 2021)
- Clause 29 Reimbursement Requests (JUL 2025)
- Clause 31 Reimbursement Payment & Financial Reporting Requirements (JUL 2025)
- Clause 32 Budget Changes (JUL 2025)
- Clause 34 Insolvency, Bankruptcy Or Receivership (OCT 2018)
- Clause 35 Nondiscrimination In Federally Assisted Programs (JUL 2017)
- Clause 36 Environmental Protection (JUL 2021)
- Clause 37 Endangered Species Act Requirements (JUL 2021)
- Clause 38 NEPA Requirements (JUL 2021)
- Clause 39 Felony Conviction And Federal Tax Liability Assurances (JUL 2017)
- Clause 40 Drug-Free Workplace Requirements For Financial Assistance Awards (JUL 2017)
- Clause 42 Rights In Data (OCT 2018)
- Clause 43 Indemnity (OCT 2018)
- Clause 44 Environmental, Safety, And Health (OCT 2018)
- Clause 45 Small Unmanned Aircraft (UAS) (JUL 2021)
- Clause 46 Closeout (JUL 2025)
- Clause 47 National Historic Preservation Act Requirements (JUL 2021)
- Clause 50 Buy America Requirement For Infrastructure Projects (FEB 2023)
- Clause 51 Information Assurance (MAY 2023)

CLAUSES INCORPORATED BY FULL TEXT

**CLAUSE 17 PUBLICATIONS
(JUL 2017)**

BPA encourages the Recipient to publish or otherwise make publicly available the results of work performed under this Award. The Recipient is required to include the following acknowledgement in publications arising out of or relating to work performed under this Award:

Acknowledgment: “The information, data, or work presented herein was funded in part by the Bonneville Power Administration under Award Number 98299. The views and opinions of authors expressed herein do not necessarily state or reflect those of the United States Government or any agency thereof.”

STATUTORY AND NATIONAL POLICY REQUIREMENTS

Financial assistance awards are subject to the following statutory and national policy requirements below. By signing or accepting the funds under the financial assistance award, the recipient agrees that it will comply with applicable provisions below.

Description	Type of Award	Type of Recipient	Specific Situation	Flow Down Requirements
NONDISCRIMINATION				
On the basis of race, color, or national origin, in Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d, et seq.), as implemented by: DOE at 10 CFR Part 1040	All	All	All	Requirements flow down to subrecipients.
On the basis of race, color, religion, sex, or national origin, in Executive Order 11246 [3 CFR, 1964-1965 Comp., p. 339], as implemented by Department of Labor regulations at 41 CFR Part 60 and EPA at 40 CFR Parts 7 and 12.	Grants, cooperative agreements, and other prime awards defined at 40 CFR 60-1.3 as “Federally assisted construction contract.”	All	Awards under which construction is to be done.	Requirements flow down to construction subrecipients.

Description	Type of Award	Type of Recipient	Specific Situation	Flow Down Requirements
On the basis of sex or blindness, in Title IX of the Education Amendments of 1972 (20 U.S.C. 1681, et seq.). DOE at 10 CFR Part 1040	All	Education al institution [for sex discrimination, excepts all Institution controlled by religious organization, when inconsistent with the organization's religious tenets].		
On the basis of age, in the Age Discrimination Act of 1975 (42 U.S.C. 6101, et seq.), as implemented by Department of Health and Human Services regulations at 45 CFR part 90. DOE at 10 CFR Part 1040	Grants, cooperative agreements, and other awards defined at 45 CFR 90.4 as "Federal financial assistance."	All	All	Requirements flow down to subrecipients.
On the basis of handicap, in: 1. Section 504 of the Rehabilitation Act of 1973 (29 USC 794), as implemented by Department of Justice regulations at 28 CFR Part 41 and DOE at 10 CFR Part 1040.	Grants, cooperative agreements, and other awards included in "Federal financial assistance"	All	All	Requirements flow down to subrecipients.
2. The Architectural Barriers Act of 1968 (42 USC 4151, et seq.).	Grant or loan	All	Construction or alteration of buildings or facilities, except those restricted to use only by able-bodied uniformed personnel.	
3. Americans with Disabilities Act. 42 USC 12101 et. seq	All	All		
LIVE ORGANISMS				
For human subjects:				
For human subjects, the Common Federal Policy for the Protection of Human Subjects. Codified by the: DOE at 10 CFR Part 745	All	All	Research, development, test, or evaluation involving live human subjects.	Requirements flow down to subrecipients

Description	Type of Award	Type of Recipient	Specific Situation	Flow Down Requirements
P.L. 104-191 Health Insurance Portability and Accountability Act (HIPAA)	As applicable	Covered Entities	As applicable	Limits uses of protected health information (PHI) collected or maintained by researchers within a covered entity or access to PHI from a covered entity. Research uses do not require Business Associate Agreements (defined at 45 CFR part 164.504 (e)(1) between collaborating institutions. Guidance available at http://privacyruleandresearch.nih.gov/
For animals:	All	All		Requirements flow down to subrecipients.
Rules on animal acquisition, transport, care, handling, and use in: (i) 9 CFR Parts 1-4, Department of Agriculture rules that implement the Laboratory Animal Welfare Act of 1966 (7 US+A160C. 2131-2156). Public Health Service Agencies must follow requirements in the PHS Policy on Humane Care and Use of Laboratory Animals, which implements PL 99-158, Sec. 495. NASA requirements for animal welfare are set forth at 14 CFR Part 1232 EPA at 40 CFR Part 40. For USDA/CSREES, "In the case of domestic farm animals housed under farm conditions, the institution should adhere to the principles stated in the Guide for the Care and Use of Agricultural Animals in Agriculture and Teaching, Federation of Animal Science Societies, 1999."	All	All	Research, experimentation, or testing involving the use of animals USDA regulations exempt birds, most rats and mice bred for research, and farm animals used for agricultural research.	
Rules of the Departments of Interior (50 CFR Parts 10-24) and Commerce (50 CFR Parts 217-227) implementing laws and conventions on the taking, possession, transport, purchase, sale, export, or import of wildlife and plants, including the: Endangered Species Act of 1973 (16 U.S.C. 1531-1543); Marine Mammal Protection Act (16 U.S.C. 1361-1384); Lacey Act (18 U.S.C. 42); and Convention on International Trade in Endangered Species of Wild Fauna and Flora.	All	All	Activities which may involve or impact wild life and plants.	
ENVIRONMENTAL STANDARDS				

Description	Type of Award	Type of Recipient	Specific Situation	Flow Down Requirements
<p>Comply with applicable provisions of the Clean Air Act (42 U.S.C. 7401, et. Seq.) and Clean Water Act (33 U.S.C. 1251, et. seq.), as implemented by Executive Order 11738 [3 CFR, 1971-1975 Comp., p. 799].</p> <p>EPA at 40 CFR Part 6</p>	All	All	All, for Clean Air Act, Clean Water Act, and Executive Order 11738.	Requirements flow down to subrecipients.
<p>The quality of the human environment, and provide help the agency may need to comply with the National Environmental Policy Act (NEPA, at 42 U.S.C. 4321, et. seq.) and to prepare Environmental Impact Statements or other required environmental documentation. In such cases, the recipient agrees to take no action that will have an adverse environmental impact (e.g., physical disturbance of a site such as breaking of ground) until the agency provides written notification of compliance with the environmental impact analysis process.</p> <p>DOE at 10 CFR Part 1021</p>				
<p>Flood-prone areas, and provide help the agency may need to comply with the National Flood Insurance Act of 1968 and Flood Disaster Protection Act of 1973 (42 U.S.C. 4001, et. seq.), which require flood insurance, when available, for Federally assisted construction or acquisition in flood-prone areas.</p> <p>DOE at 10 CFR Part 1022</p>	All	All	Awards involving construction, land acquisition or development, with some exceptions [see 42 U.S.C. 4001, et. seq.].	The Council on Environmental Quality's regulations for implementing NEPA are at 40 C.F.R. Parts 1500-1508. Executive Order 11514 [3 CFR, 1966-1970 Comp., p. 902], as amended by Executive Order 11991, sets policies and procedures for considering actions in the U.S. Executive Orders 11988 [3 CFR, 1977 Comp., p. 117] and 11990 [3 CFR, 1977 Comp., p. 121] specify additional considerations, when actions involve floodplains or wetlands, respectively.
<p>All existing or proposed components of the National Wild and Scenic Rivers system, and provide help the agency may need to comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C.1271, et seq.).</p> <p>EPA at 40 CFR Part 6</p>	Grants, cooperative agreements, and other "financial assistance" (see 16 U.S.C. 3502).	All	Awards that may affect existing or proposed element of National Wild and Scenic Rivers system.	Requirements flow to subrecipients.

Description	Type of Award	Type of Recipient	Specific Situation	Flow Down Requirements
Underground sources of drinking water in areas that have an aquifer that is the sole or principal drinking water source, and provide help the agency may need to comply with the Safe Drinking Water Act (42 U.S.C. 300h-3). EPA at 40 CFR Part 6	All	All	Construction in All area with aquifer that the EPA finds would create public health hazard, if contaminated.	42 U.S.C. 300h-3(e) precludes awards of Federal financial assistance for all projects that the EPA administrator determines may contaminate a sole-source aquifer so as to threaten public health.
Resource Conservation and Recovery Act 42 USC 6901	All	Awards to states or a political subdivision of a state (which for this purpose includes state and local institutions of higher education or hospitals)		
HEALTH & SAFETY GUIDELINES				
Applicable OSHA Standards in Laboratories 29 CFR 1910.1030 Bloodborne Pathogens; 29 CFR 1910.1450, Occupational Exposure to Hazardous Chemicals in Laboratories	All	All	Research involving use of hazardous chemicals or bloodborne pathogens	
Handling and transport of etiologic agents Procedures for Domestic Handling and Transport of Diagnostic Specimens and Etiologic Agents, 1994 (3rd ed.), H5a3doc.75, National Committee for Clinical Laboratory Standards	All	All	Research involving etiologic agents	
Hotel and Motel Fire Safety Act of 1990 - P.L. 101-39 40 USC 327-333	Conference or meeting support	All	Alterations and Renovations > \$500,000	
Labor Standards under Federally Assisted Construction: Construction Work Hours and Safety Standards Act 40 USC 327-333	All	All	Alterations and Renovations > \$500,000	
Text Messaging While Driving - EO 13513	All	All	When performing work for or on behalf of government	Adopt and enforce policies that ban text messaging while driving.

Description	Type of Award	Type of Recipient	Specific Situation	Flow Down Requirements
Increasing Seat Belt Use in the United States Executive Order 13043, Increasing Seat Belt Use in the United States, dated, April 16, 1997	All	All		In accordance with the Executive Order, "grantees are encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented, or personally owned vehicles."
NATIONAL SECURITY GUIDELINES				
Executive Order 13224, Blocking Property and Prohibiting Transactions with Persons who Commit, Threaten to Commit, or Support Terrorism, dated September 23, 2001.	All			
GENERAL/MISCELLANEOUS REQUIREMENTS				
Drug Free Workplace 41 USC 701 et seq. DOE at 10 CFR Part 607	All	All		
Civil False Claims Act 31 USC 2739	All	All	All	
Criminal False Claims Act 18 USC 287 and 1001 31 USC 3801, 45 CFR 79	All	All	All	
Government-wide Debarment and Suspension (Nonprocurement) DOE at 10 CFR 1036	All	All		

Description	Type of Award	Type of Recipient	Specific Situation	Flow Down Requirements
<p>Lobbying Prohibitions 31 USC 1352, stipulates that (1) No Federal appropriated funds have been paid or will be paid, any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit the SF Form LLL, "Disclosure of Lobbying Activities", in accordance with its instructions.</p> <p>DOE at 10 CFR Part 601</p>	All			Requirements flow down to construction subrecipients.
<p>Metric System</p> <p>15 USC 205 and Executive Order 12770</p>	All	All	All	
<p>Misconduct in Science</p> <p>Policies and responsibilities associated with prevention, detection, and handling of misconduct in science allegations as stipulated in regulations:</p> <p>DOE at 10 CFR Part 733</p> <p>[Federal Register: December 6, 2000 (Volume 65, Number 235)] [Notices] [Page 76260-76264]</p>	All	All	All	

Description	Type of Award	Type of Recipient	Specific Situation	Flow Down Requirements
<p>National Historic Preservation</p> <p>The recipient agrees to identify to the awarding agency all property listed or eligible for listing on the National Register of Historic Places that will be affected by this award, and to provide all the help the awarding agency may need, with respect to the award.</p> <p>16 USC 470f</p>	All	All	All	
<p>Paperwork Reduction Act</p> <p>44 USC 3501</p>	All	All	<p>When data is collected from respondents using a questionnaire or other survey instrument. See, however, M-11-07 dated 12/9/10 entitled, "Facilitating Scientific Research by Streamlining the Paperwork Reduction Act Process."</p> <p>https://www.whitehouse.gov/sites/whitehouse.gov/files/omb/memoranda/2011/m11-07.pdf</p>	<p>Data collection activities, if any, performed under this project are the responsibility of the recipient, and awarding agency support of the project does not constitute approval of any survey design, questionnaire content, or data collection procedures. The recipient shall not represent to respondents that such data are being collected for or in association with Bonneville without the specific written approval of the Bonneville CO. However, this requirement is not intended to preclude mention of Bonneville support of the project in response to an inquiry or acknowledgment of such support in any publication of these data.</p>
<p>U.S. Flag Air Carriers</p> <p>49 USC 40118 See also General Services Administration amendment to the Federal Travel Regulations, Federal Register (Vol. 63, No. 219, 63417-63421)</p>	All	All	<p>Any air transportation to, from, between, or within a country other than the U.S. of persons or property, the expense of which will be assisted by Federal funding, must be performed by or under a code-sharing arrangement with a U.S.-flag air carrier if service provided by such a carrier is available (see Comp Gen. Decision B-240956, dated September 25, 1991).</p>	

Description	Type of Award	Type of Recipient	Specific Situation	Flow Down Requirements
Trafficking in Persons By signing or accepting funds under the agreement, the recipient agrees that it will comply with Trafficking Victims Protection Act of 2000 (22 U.S.C. 7104(g)) as implemented by 2 CFR 175.	All	175.15 (b).a. applies to private entities 175.15(b) l.b. applies to other than private entities if award includes subrecipient award to a private entity 117.15(b)l .c. applies to all recipients		Requirements flow down to subrecipients.
Whistleblower Protection Awardees are notified of the applicability of 41 U.S.C. § 4712, as amended by P.L. 112-239, providing protection for whistleblowers.	All	All	All	
Use of United States Flag Vessels 46 CFR 381	All	All		
Patents, Trademarks and Copyrights 35 USC 202-204 and 37 CFR 401	All	Awards to non-profits and small businesses		
Privacy Act 5 USC 552a	All	All		
Pro Children Act 20 USC 7183	All	All	All awards performed in facilities where children are served.	
Uniform Relocation Assistance and Real Property Acquisition Policies Act 42 USC 4601 and 49 CFR 24	All	All		
Constitution Day PL 108-447	All	Educational Institutions		
Copeland Act 40 USC 4135	All	All		
Davis Bacon Act 40 USC 3141 et.seq	All	All		

Description	Type of Award	Type of Recipient	Specific Situation	Flow Down Requirements
Earthquake Hazards Reduction Act 42 USC 7701 et seq., EO 12699	All	All	Construction awards within applicable geographic areas	
Freedom of Information Act 5 USC 552	All	All		
Hatch Act 5 USC 7321-7328	All	State or Local Governments		
Limited English Proficiency EO 13166	All	All		
Native American Graves Protection and Repatriation 25 USC 3001-3013	All	All		

"General Decision Number: WA20250122 09/26/2025

Superseded General Decision Number: WA20240122

State: Washington

Construction Type: Heavy

County: Chelan County in Washington.

HEAVY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

<p>If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:</p>	<ul style="list-style-type: none"> ◆ Executive Order 14026 generally applies to the contract. ◆ The contractor must pay all covered workers at least \$17.75 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025.
<p>If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:</p>	<ul style="list-style-type: none"> ◆ Executive Order 13658 generally applies to the contract. ◆ The contractor must pay all covered workers at least \$13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours performing on that contract in 2025.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/03/2025
1	02/07/2025
2	05/23/2025

3 06/06/2025
 4 06/27/2025
 5 07/18/2025
 6 08/08/2025
 7 09/12/2025
 8 09/19/2025
 9 09/26/2025

* CARP0059-012 06/01/2025

	Rates	Fringes
CARPENTER.....	\$ 44.21	17.28

 ELEC0077-002 02/01/2024

	Rates	Fringes
Line Construction: LINE PERSON.....	\$ 64.17	23.58+1.5%

 ELEC0077-003 02/01/2023

	Rates	Fringes
TREE TRIMMER: Ground Person.....	\$ 22.60	16.37
TREE TRIMMER.....	\$ 42.57	17.97

 ELEC0077-005 02/01/2024

	Rates	Fringes
Line Construction: EQUIPMENT OPERATOR.....	\$ 55.19	20.11+1.5%

 ELEC0077-006 02/01/2023

	Rates	Fringes
Line Construction: GROUND PERSON.....	\$ 37.53	17.74

 ELEC0191-002 01/01/2024

	Rates	Fringes
ELECTRICIAN.....	\$ 53.20	29.15

 ENGI0302-069 06/01/2025

COUNTY WHICH LIES WEST OF THE 120TH MERIDIAN

	Rates	Fringes
OPERATOR: Backhoe/Excavator/Trackhoe 15 to 30 metric tons.....	\$ 59.88	27.57
Over 30 metric tons and up to 50 metric tons.....	\$ 60.67	27.57

 ENGI0302-090 06/01/2025

WEST OF THE 120TH MERIDIAN

	Rates	Fringes
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OPERATOR: Crane
 100 tons through 199 tons,
 or 150? of boom (including
 jib with attachments).....\$ 61.56 27.57

 ENGI0302-106 06/01/2025

COUNTY WHICH LIES WEST OF THE 120TH MERIDIAN

	Rates	Fringes
OPERATOR: Bulldozer		
D9 & under.....	\$ 59.23	27.57
OPERATOR: Drill		
Drilling Machine.....	\$ 60.67	27.57
Horizontal/Directional		
Drill Locator.....	\$ 59.88	27.57
Horizontal/Directional		
Drill Operator.....	\$ 59.23	27.57

 ENGI0302-111 07/07/2025

COUNTY WHICH LIES WEST OF THE 120TH MERIDIAN

	Rates	Fringes
OPERATOR: Concrete Pump		
Mounted or Trailer High		
Pressure Line Pump, Pump		
High Pressure.....	\$ 59.23	27.57
Truck Mount with Boom		
Attachment Over 42M.....	\$ 60.67	27.57
Truck Mount with Boom		
Attachment Up to 42M.....	\$ 59.88	27.57
OPERATOR: Oiler		
Drill Oilers: auger type,		
truck or crane mount.....	\$ 59.88	27.57
Truck Crane Oiler/Driver:		
100 tons and over.....	\$ 59.23	27.57
OPERATOR: Scraper		
Self propelled under 45		
yards.....	\$ 59.88	27.57

 IRON0086-005 07/07/2025

	Rates	Fringes
IRONWORKER.....	\$ 57.94	34.52

 LABO0242-009 06/01/2025

	Rates	Fringes
LABORER: Mason Tender -		
Cement/Concrete.....	\$ 50.38	16.96

 LABO0242-010 06/01/2025

	Rates	Fringes
LABORER: Nozzle Person.....	\$ 52.31	17.01

 LABO0292-009 06/01/2025

	Rates	Fringes
LABORER: Asphalt, Includes Raker, Shoveler, Spreader and Distributor.....	\$ 53.99	17.05

LAB00348-011 06/01/2025

	Rates	Fringes
TRAFFIC CONTROL: Flagger.....	\$ 34.03	16.90

PAIN0300-002 07/01/2025

	Rates	Fringes
PAINTER.....	\$ 41.24	14.70

PLAS0528-008 06/01/2024

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 54.16	21.27

TEAM0313-001 06/01/2025

	Rates	Fringes
TRUCK DRIVER: Asphalt Mix.....	\$ 55.43	27.52

SUWA2018-022 03/01/2024

	Rates	Fringes
GRADE CHECKER.....	\$ 34.79	13.87
LABORER: Common or General.....	\$ 27.99	3.04
LABORER: Concrete Saw Chain.....	\$ 36.24	10.89
LABORER: Hod Carrier.....	\$ 35.06	10.94
LABORER: Pipelayer.....	\$ 40.85	10.89
LABORER: Fence Erector.....	\$ 30.21	0.00
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 43.60	0.00
OPERATOR: Forklift.....	\$ 45.93	19.20
OPERATOR: Grader/Blade.....	\$ 40.28	16.17
OPERATOR: Loader.....	\$ 37.92	12.05
OPERATOR: Mechanic.....	\$ 34.39	14.95
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 32.35	13.44
OPERATOR: Roller.....	\$ 45.11	11.08

TRAFFIC CONTROL:
Laborer-Cones/
Barricades/Barrels -

Setter/Mover/Sweeper.....	\$ 30.61	10.89
TRUCK DRIVER: Dump Truck.....	\$ 26.27	8.56
TRUCK DRIVER: Water Truck.....	\$ 31.62	16.84

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates

in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE:

UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

- a) a survey underlying a wage determination
- b) an existing published wage determination

- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

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END OF GENERAL DECISION"

"General Decision Number: WA20250054 09/26/2025

Superseded General Decision Number: WA20240054

State: Washington

Construction Type: Heavy
including water and sewer line construction

County: Okanogan County in Washington.

HEAVY CONSTRUCTION PROJECTS (including sewer/water construction).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

<p>If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:</p>	<ul style="list-style-type: none"> . Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$17.75 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025.
<p>If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:</p>	<ul style="list-style-type: none"> . Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2025.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number Publication Date
0 01/03/2025

1	06/06/2025
2	06/27/2025
3	07/18/2025
4	07/25/2025
5	08/22/2025
6	09/19/2025
7	09/26/2025

* CARP0059-024 06/01/2025

	Rates	Fringes
CARPENTER (Including Form Work).....	\$ 44.21	17.28

* CARP1607-009 06/01/2025

	Rates	Fringes
MILLWRIGHT.....	\$ 61.62	20.43

ELEC0077-001 02/01/2023

	Rates	Fringes
Line Construction: LINEMEN.....	\$ 60.54	23.97+1.5%

ELEC0191-015 06/01/2020

	Rates	Fringes
ELECTRICIAN.....	\$ 46.15	26.10

ENGI0302-007 06/01/2025

COUNTY WHICH LIES WEST OF THE 120TH MERIDIAN

	Rates	Fringes
Power equipment operators:		
Group 1A.....	\$ 61.56	27.57
Group 1AA.....	\$ 62.47	27.57
Group 1AAA.....	\$ 63.35	27.57
Group 1.....	\$ 60.67	27.57
Group 2.....	\$ 59.88	27.57
Group 3.....	\$ 59.23	27.57
Group 4.....	\$ 55.43	27.57

Zone Differential (Add to Zone 1 rates):

Zone 2 (26-45 radius miles) - \$1.00

Zone 3 (Over 45 radius miles) - \$1.30

BASEPOINTS: Aberdeen, Bellingham, Bremerton, Everett, Kent, Mount Vernon, Port Angeles, Port Townsend, Seattle, Shelton, Wenatchee, Yakima

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1AAA - Cranes-over 300 tons, or 300 ft of boom (including jib with attachments)

GROUP 1AA - Cranes 200 to 300 tons, or 250 ft of boom (including jib with attachments); Tower crane over 175 ft in height, base to boom; Excavator/Trackhoe, Backhoes: Over

90 metric tons

GROUP 1A - Cranes, 100 tons thru 199 tons, or 150 ft of boom (including jib with attachments); Loaders-overhead, 8 yards and over; excavator/Trackhoe, backhoes: over 50 metric tons to 90 metric tons

GROUP 1 - Cranes 45 tons thru 99 tons, under 150 ft of boom (including jib with attachments); Crane-overhead, bridge type, 45 tons thru 99 tons; Derricks on building work Excavator/Trackhoe, backhoes: over 30 metric tons to 50 metric tons; Loader- overhead 6 yards to, but not including 8 yards; Dozer D-10

GROUP 2 - Cranes, 20 tons thru 44 tons with attachments; Crane-overhead, bridge type-20 tons through 44 tons; Excavator/Trackhoe, backhoe: 15 to 30 metric tons; Loaders-overhead under 6 yards; Mechanic; Grader (finishing)

GROUP 3 - Cranes-thru 19 tons with attachments; A-frame crane over 10 tons; Dozers-D-9 and under; Roller-Plant Mix; Excavator/Trackhoe, backhoe: under 15 metric tons; Forklift: 3000 lbs and over with attachments; Oiler; Grader (non-finishing); Boom Truck over 10 tons

GROUP 4 -Cranes-A frame-10 tons and under; Roller-other than plant mix; Forklift: under 3000 lbs with attachments; Boom Truck 10 tons and under

ENGI0302-129 06/01/2024

OKANOGAN COUNTY WHICH LIES EAST OF THE 120TH MERIDIAN

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 1.....	\$ 38.91	22.45
GROUP 2.....	\$ 39.28	22.45
GROUP 3.....	\$ 39.99	22.45
GROUP 4.....	\$ 40.18	22.45
GROUP 5.....	\$ 40.37	22.45
GROUP 6.....	\$ 40.69	22.45
GROUP 7.....	\$ 41.01	22.45
GROUP 8.....	\$ 42.88	22.45

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Rollers, all types on subgrade, including seal and chip coatings

GROUP 2: Fork Lift

GROUP 3: Bulldozer (up to D-6 or equivalent)

GROUP 4: Loaders (overhead & front-end, under 4 yds. R/T); Oiler

GROUP 5: Backhoe (Under 45,000 gw); Trackhoe/Excavator (under 3/4 yd.); Cranes (25 tons & under); Boom Truck (Under 25 tons)

GROUP 6: Asphalt Roller; Backhoe (45,000 gw and over to 110,000 gw); Trackhoe/Excavator (3/4 yd. to 3 yd.); Cranes (over 25 tons, to and including 45 tons), Bulldozer, 834 R/T & similar; Loader Operator (front-end & overhead, 4

yds. incl. 8 yds.); Mechanic

GROUP 7: Backhoe (Over 110,000); Trackhoe/Excavator (3 yds & over); Cranes (over 45 tons to but not including 85 tons); Loaders (overhead & front-end, over 8 yds. to 10 yds.); Grader/Blade

GROUP 8: Cranes (85 tons and over, and all climbing, overhead,rail and tower); Loaders (overhead and front-end, 10 yards and over)

IRON0014-001 07/07/2025

	Rates	Fringes
IRONWORKER (Reinforcing and Structural).....	\$ 43.40	32.77

LAB00238-007 06/01/2025

	Rates	Fringes
Laborer, Mason Tender Brick.....	\$ 38.05	16.75

LAB00238-019 06/01/2025

	Rates	Fringes
LABORER (A-2)		
GROUP 1.....	\$ 37.03	16.90
GROUP 2.....	\$ 40.13	16.90
GROUP 3.....	\$ 40.46	16.90
GROUP 10.....	\$ 43.21	16.90

LABORERS CLASSIFICATIONS

GROUP 1: Flagger

GROUP 2: Common or General Laborer

GROUP 3: Cement/Concrete; Pipelayer; Chipping Guns

GROUP 10: Grade Checker

PAIN0427-003 07/01/2025

	Rates	Fringes
PAINTER (Brush, Roller, and Spray.).....	\$ 36.26	17.01

* SUWA2009-045 08/07/2009

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 17.21 **	0.00
LABORER: Landscape.....	\$ 14.67 **	0.00
OPERATOR: Drill.....	\$ 28.15	8.20
PIPEFITTER.....	\$ 25.98	3.98

TRUCK DRIVER: Dump Truck.....	\$ 19.67	0.00
TRUCK DRIVER: Water Truck.....	\$ 24.36	8.30
TRUCK DRIVER: 10 Yard Truck.....	\$ 24.61	8.34

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.75) or 13658 (\$13.30). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

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Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers.

0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE:

UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The "SU" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The "SA" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

END OF GENERAL DECISION"