

Contractor's Bid Package

FOR

West Fork Teanaway River Floodplain Restoration

February 18th, 2026

Bid Package Prepared by:
Yakama Nation's Yakima/Klickitat Fisheries Project
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ADVERTISEMENT FOR BIDS: NOTICE IS HEREBY GIVEN that bids will be received for a restoration construction project by the Confederated Tribes and Bands of the Yakama Nation (hereafter "Yakama Nation").

Bids must be received by 12:00 p.m. PST on Monday, March 30th, 2026.

No proposals will be accepted after that time.

On Wednesday, March 4th, 2026, a virtual bid tour will be held for prospective bidders at 8:00 a.m. PST. Interested bidders can obtain the full bid package at <https://yakamafish-nsn.gov/restore/projects/west-fork-teanaway-river-floodplain-restoration>. Please email the Yakama Nation's Project manager, Brandon Rossi, at rossb@yakamafish-nsn.gov for an invitation to the virtual bid tour. All requests must include the company name, point of contact, and phone number. Requests must be received no later than **Monday, March 2nd, 2026, at 4:00 p.m. PST** to ensure adequate time for processing and distribution.

Bidders who request an invitation to the bid tour will automatically be added to the distribution list for any amendments or additional communications related to this solicitation. It is the responsibility of the bidder to ensure their contact information is accurate and that they monitor their email for updates.

Bids will be accepted via email or may be hand carried to the designated location. If submitting a hard copy, a digital copy must also be sent to Brandon Rossi at rossb@yakamafish-nsn.gov. Electronic bids shall be submitted by emailing a signed .pdf version of the bid to Brandon Rossi at rossb@yakamafish-nsn.gov. Bidders who prefer to submit hard copies in person must contact Brandon Rossi at the email above to obtain the exact delivery location.

The successful **Contractor** will be required to comply with Yakama Nation's Tribal Employment Rights Ordinance ("TERO"), Title 71 of the Revised Yakama Code and other applicable Yakama law. The Contractor must contact the Yakama Nation's TERO office at (509) 314-6701 or TERO@yakama.com to establish compliance on federal and

48 state construction contracts. **Contractors** are encouraged to contact TERO as early as
49 possible.

50
51 The successful **Contractor** will be required to obtain a Yakama Nation Business
52 License by contacting Yakama Nation's Department of Revenue at (509) 865-5121 ext.
53 4650 or revenue@yakama.com. All Business Licenses expire December 31 and must
54 be renewed annually. **Contractor** shall submit a copy of the license verifying such to
55 the Yakama Nation's Owner's Representative upon signature of the applicable Contract,
56 and a copy of the renewed license each year by January 31 during the performance
57 period of the applicable Contract.

58
59 The Yakama Nation is exempt from state taxes on this project. The successful
60 **Contractor** will receive signed copies of a Treaty Fishery Exempt Cover Letter and
61 Treaty Fishery Exempt Certificate for their records.

62
63 This project is being implemented in cooperation with Mid-Columbia Fisheries
64 Enhancement Group, which is holding grants from Washington Department of Ecology
65 and Washington Recreation and Conservation Office. The project is also in cooperation
66 with Washington Department of Fish and Wildlife, which is holding a grant from the
67 National Fish and Wildlife Foundation. Washington Department of Ecology will be a third
68 party beneficiary to the construction contract.

69
70 This work is subject to the requirements of Washington State's prevailing wages laws,
71 and Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40
72 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5).

73
74 Yakama Nation will check the State and Federal Debarred List to ensure that the
75 successful bidder and their subcontractors are not debarred.

76
77 The anticipated cost range for this project is \$3,600,000–\$4,000,000.
78

79	Contents	
80	General Description	5
81	Project Managers	5
82	Contractor’s Responsibilities	5
83	Safety	6
84	Protection of Property Resources.....	6
85	Protection of Cultural Resources	8
86	Work Oversight	9
87	Project Details.....	10
88	Project Location	10
89	Work Description	10
90	Invasive Species	11
91	Road Use and Traffic Control	11
92	Log Delivery.....	11
93	Design Status.....	12
94	TECHNICAL SPECIFICATIONS	12
95	DIVISION 1.....	13
96	DIVISION 2.....	13
97	DIVISION 3.....	15
98	DIVISION 8.....	21
99	DIVISION 9.....	33
100	Permits	34
101	Final Permits	34
102	Dust Control and Abatement	34
103	Federal and State Funding & Wage Laws	35
104	Work Schedule	36
105	Insurance.....	36
106	Bids, Bid Selection & Inquiries	37
107	Bid Procedures	37
108	Bid Tour.....	38
109	Inquiries	38
110	Withdrawal of Bid	38
111	Contractor Selection	39
112	Indian Preference.....	39

113	Responsive Criteria	39
114	Responsibility Criteria and Appeals	40
115	Required Criteria	40
116	Supplemental Criteria	40
117	Non-Discrimination	42
118	Invoice & Payment	42
119	BID FORM	44
120	Table of Bid Item Costs:	48
121	APPENDIX A	51
122	APPENDIX B	73
123	APPENDIX C:	74
124	APPENDIX D	84
125	APPENDIX E.	86
126		
127		

128 **General Description**

129 The purpose of this project is to restore aquatic, riparian, and floodplain processes
130 within the West Fork Teanaway River between River Miles (RM) 5.1 and 7.2 by
131 reversing human-caused channel incision and floodplain disconnection resulting from
132 historic logging, channel manipulation, and beaver removal. The project is intended to
133 restore self-sustaining geomorphic, hydrologic, and ecological processes that improve
134 habitat complexity, floodplain connectivity, wetland function, groundwater–surface water
135 exchange, and climate resilience for ESA-listed Mid-Columbia River steelhead and
136 downstream spring Chinook salmon.

137
138 The project involves:

- 139 1. Grading areas of the floodplain surface to allow reconnection with the river;
- 140 2. Installing channel plugs and reconstructing areas of the streambed to raise its
141 elevation;
- 142 3. Removing legacy berms and anthropogenic constraints throughout the project
143 reach;
- 144 4. Installing engineered log jams and placing large wood;
- 145 5. Reactivating side channels, alcoves, and swales; and
- 146 6. Native riparian and floodplain revegetation.

147
148 The project is entirely located on publicly owned lands managed by Washington
149 Department of Natural Resources (WDNR), subject to a conservation easement held by
150 Washington Department of Fish and Wildlife (WDFW) that prioritizes aquatic restoration.

151
152
153 **Project Managers**

154 Yakama Nation is the Project Manager, Project Sponsor and Owner. Various Yakama
155 Nation staff may be identified as the “Owner’s Representative”. Only the Owner’s
156 Representative has the authority to direct the Work and approve changes.

157
158 Interfluve Inc. and WDFW designed two adjoining restoration projects. They have
159 worked to align these projects for streamlined implementation, herein they are
160 collectively referred to as “Engineer”.

161
162 WDFW and Mid-Columbia Fisheries Enhancement Group will each identify a staff or
163 delegate to act as their "Construction Observer" for purposes of this Project.

164
165 **Contractor’s Responsibilities**

166 The **Contractor** shall be responsible for performing the work described in this Bid
167 Package including any appendices in a timely, professional manner, and shall abide by
168 all applicable local, state, and federal guidelines that govern this project as well as all
169 project permits provided to the **Contractor** by the Owner’s Representative. The
170 provisions of this bid package, inclusive of appendices and addenda, will be
171 incorporated into the applicable Contract by reference.

172

173 **Safety**

174 The **Contractor** is **solely responsible** for maintaining safe working conditions near
175 their equipment and for the safe operation of their equipment. If at any time the
176 **Contractor** or their operators determine that instructions given by the Owner's
177 Representative would create a potentially unsafe working condition or would jeopardize
178 the equipment or any personnel, the **Contractor** shall **immediately** notify the Owner's
179 Representative. The Owner's Representative will then work with the **Contractor** to find
180 an acceptable alternative method to complete the required task.

181
182 The **Contractor's** responsibilities regarding safety include, but are not limited to the
183 following;

- 184
185 A. **Contractor** shall be responsible for initiating, maintaining and supervising all safety
186 precautions and programs in connection with the performance of the work.
187
188 B. In carrying out its responsibilities according to the applicable Contract Documents,
189 **Contractor** shall protect the lives and health of employees performing the work and
190 other persons who may be affected by the work; prevent damage to materials,
191 supplies and equipment whether on site or stored off-site; and prevent damage to
192 other property at the site or adjacent thereto. **Contractor** shall comply with chapter
193 296-800 Washington Administrative Code ("WAC") and all applicable laws,
194 ordinances, rules, regulations and orders of any public body having jurisdiction for
195 the safety of persons or property or to protect them from damage, injury or loss; shall
196 erect and maintain all necessary safeguards for such safety and protection; and
197 shall notify the Owner's Representative of adjacent property and utilities when the
198 work may affect them.
199
200 C. **Contractor** shall maintain an accurate record of exposure data on all incidents
201 relating to the work resulting in death, traumatic injury, occupational disease, or
202 damage to property, materials, supplies or equipment. **Contractor** shall immediately
203 report any such incident to the Owner's Representative and appropriate jurisdictions.
204 The Owner's Representative shall, at all times, have a right of access to all records
205 of exposure.
206
207 D. Nothing provided in this section shall be construed as imposing any duty upon the
208 Owner's Representative with regard to, or as constituting any express or implied
209 assumption of control or responsibility over, project site safety, or over any other
210 safety conditions in relation to employees or agents of the **Contractor** or any of its
211 subcontractors, or the public.
212

213 **Protection of Property Resources**

214 The **Contractor** shall assume full financial and legal responsibility for any damage
215 caused by their machinery and/or crews including but not limited to the following:

- 216 A. Any equipment becoming stuck due to unstable ground or operator error.
217 B. Any equipment damaged due to unstable ground or operator error.
218 C. Any environmental damage due to fluid leaks; or

219 D. Any damage outside the project area to culverts, bridges, paved roads, utilities or
220 other property caused during operations.
221

222 The Owner's Representative has the right to cease operations when there is significant
223 threat of resource damage. This includes, but is not limited to, wet weather or during
224 periods of extreme fire danger.
225

226 The **Contractor** shall be responsible for knowing and complying with all applicable
227 federal, state, county and local guidelines and regulations including fire safety
228 precautions and fire prevention and shall take all reasonable measures to prevent and
229 minimize the start and spread of fire on or adjacent to the project area. Measures shall
230 include ensuring that all vehicles carry a fire extinguisher of at least a 5 B/C rating and a
231 serviceable shovel, following State safety operating procedures which include
232 compliance with WAC 332-24-301 (Industrial restrictions) and WAC 332-24-405 (Spark
233 emitting requirements). **Contractor** shall abide by the Industrial Fire Precaution Levels
234 and the Forest Fire Protection Requirements for Operations on or Near Forest Land. In
235 addition, the **Contractor** shall provide a pump truck or trailer as defined therein.
236

237 The **Contractor** must abide by the Hydraulic Project Approval ("HPA") for this project
238 and all other permits for this project. The Owner's Representative shall provide copies
239 of the permits when available. The **Contractor** must comply with the permit
240 requirements and conservation measures included in the **PROJECT PLANS** (Appendix
241 B). These permit requirements include, but are not limited to, the use of non-toxic
242 biodegradable hydraulic fluid for any equipment working within the wetted channel and
243 floodplain. Service and refueling areas will be located at least 150 feet away from
244 flowing water and a spill containment kit will be located where equipment is stored and
245 shall remain onsite at all times.
246

247 Before beginning any work, **Contractor** shall submit a Spill Prevention, Control, and
248 Countermeasure Plan (SPCC) to the Owner's Representative. The **Contractor** is solely
249 responsible for all spills or leaks that occur during the performance of the applicable
250 Contract, and shall clean up spills or leaks in a manner that complies with federal, state,
251 and local laws and regulations. The **Contractor** must immediately notify the Owner's
252 Representative of all hazardous material spill and shall provide a written report form no
253 later than 24 hours after the initial report that includes the following:
254

- 255 • A description of the item/substance spilled (including identity, quantity, and other
256 identifying information);
- 257 • Whether the amount spilled is EPA or state reportable, and if so whether it was
258 reported, and to whom;
- 259 • The exact time and location of spill, including a description of the area involved;
- 260 • The immediate containment procedures taken or to be taken by **Contractor**;
- 261 • A summary of any communications the **Contractor** had with news media,
262 federal, state and local regulatory agencies and officials regarding the spill; and
- 263 • A description of clean-up procedures employed by **Contractor** at the site,
264 including final disposition and disposal location of spill residue.

265 When available, **Contractor** shall provide copies of all spill related clean up and closure
266 documentation and correspondence from regulatory agencies to the Owner's
267 Representative.

268
269 The **Contractor** shall not obstruct roads or take action that restricts the flow of traffic or
270 use on roads without written permission from the Owner's Representative. The
271 **Contractor** shall provide users with adequate warning of hazardous conditions.
272 Personnel shall park so as to not obstruct roads. Traffic delays shall be 10 minutes or
273 less.

274
275 The **Contractor** shall repair damage to the roads, trails or facilities arising out of its use
276 to a condition equal to or better than their condition immediately prior to such use with
277 the exception of damage caused through normal and prudent usage, refer to Appendix
278 C for Department of Natural Resources specification on road maintenance. During
279 periods when a road, or portion thereof, is being used by the **Contractor**, that portion of
280 the road so used shall be maintained and, at the termination of each period of such use,
281 shall be left in a condition equal to or better than the condition of the road immediately
282 prior to use.

283
284 The **Contractor** shall not destroy any land survey corner monuments or reference
285 points. Any survey monuments disturbed by the **Contractor's** operations shall be
286 replaced by a Professional Land Surveyor at the **Contractor's** expense.

287
288 The **Contractor** shall cut no timber, except that indicated on the plans and permits,
289 remove no valuable materials as defined in RCW 79.02.010, and not disturb any
290 cultural, historical or paleontological (fossil) resources.

291
292 The **Contractor** shall not deposit refuse, garbage, or other waste matter or use, store,
293 generate, process, transport, handle, release, or dispose of any hazardous substance,
294 or other pollutants in or on the project area except in accordance with all applicable
295 laws.

296
297 The **Contractor** shall **immediately** notify the Owner's Representative if any live, dead,
298 injured or sick specimens of species listed under the Endangered Species Act are
299 located. Possible species include steelhead, Northern spotted owl, and grey wolf.

300 301 **Protection of Cultural Resources**

302 A Cultural Resources Monitor will be required for a portion of the work, as described on
303 Sheet W10 of the project plans. The **Contractor** shall coordinate with the Owner's
304 Representative on timing of the work so that the Owner's Representative can provide a
305 monitor.

306
307 The Owner's Representative will provide the **Contractor** with required Inadvertent
308 Discovery Plans (IDPs) for the protection of cultural resources. The language below
309 describes the basic steps required for protection, and will be supplemented by the IDPs.

310
311 If the **Contractor's** work brings them into contact with any of the following cultural
312 resources:

West Fork Teanaway River (RM 5.1-7.2) Floodplain Restoration

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- Native American cultural artifacts – flakes, arrowheads, stone tools, bone tools, pottery, etc.;
- Historic era artifacts – building foundations, homesteads, shipwrecks, mining camps, etc.; or
- Human skeletal remains and bone fragments; then

The **Contractor** shall **immediately**:

1. Stop any ground disturbing activity immediately. Secure the area of the find and protect it from further disturbance;
2. Contact the Owner’s Representative;
3. Not draw attention to the area with any obvious flagging or markers; and
4. Maintain confidentiality concerning the discovery of the cultural resource, and discuss the find only with the contact people listed below.

If human skeletal remains are encountered, the **Contractor** shall **immediately** contact the county medical examiner/coroner **and** local law enforcement.

Name	Title	Phone	Address
Cori McKean	Kittitas County Coroner	509-607-0907	507 North Nanum St., Suite 113 Ellensburg, WA 98926
Clay Myers	Kittitas County Sherriff	509-962-7525	307 W Umptanum RD Ellensburg, WA 98926

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345

If Native American or Historical Artifacts are encountered, the Owner’s Representative will contact Yakama Nation Cultural Resources staff **immediately**.

After the **Contractor** comes into contact with any cultural resources as listed above, the **Contractor** shall only continue project work at the direction of the Owner’s Representative in order for Yakama Nation to protect the artifacts and sites and to limit the liability of both the Owner’s Representative and the **Contractor**. If the Owner’s Representative determines that the suspension of project work in the vicinity of the discovery increases or decreases the cost or time required for performance of any part of the work under this Contract, the Owner’s Representative will make an adjustment in payment or the time required for the performance of the work.

Work Oversight

The Owner’s Representative will be available during normal business hours (Monday through Friday 7 a.m. – 5 p.m. PST) and will clarify directions or provide additional information as necessary for the **Contractor** to carry out the applicable Contract. The Owner’s Representative must pre-approve any deviation from the work described in this Bid Package.

352

353 Timing for in-water work is from July 16, 2026 to October 31, 2026. Timing for floodplain
354 modification components will be from May 1, 2026 to November 30, 2026, and will be
355 highly dependent on permit timing, weather and soil conditions. If the project is delayed
356 or construction is not complete, the associated restoration work will be deferred and
357 rescheduled for 2027. The Owner's Representative and **Contractor** will negotiate a
358 change order for re-mobilization costs if factors outside the **Contractor's** control delay
359 the project.

360
361 The Owner's Representative has the authority to stop **Contractor** work at any time if
362 they determine that the conditions of this Bid Package are not being followed.
363

364 **Project Details**

365 **Project Location**

366 The West Fork Teanaway River Floodplain Restoration project area is in the upper
367 portion of the Teanaway River watershed, an important contributing headwater tributary
368 to the Yakima River in eastern Washington. The project is on public lands managed by
369 the WA Department of Natural Resources (WDNR) as part of the Teanaway Community
370 Forest.

371 **Work Description**

372 The **Contractor** shall always adhere to all permit requirements.
373

374
375 The **Contractor** shall provide equipment, labor, fuel and lubricants needed to do the
376 work described in this Bid Package. The **Contractor** will also provide all materials
377 needed to do the work described in this Bid Package except for the following Owner
378 furnished materials:

- 379 a. Wetland seed and wetland sod mat
 - 380 b. Rooted plant material
 - 381 c. Imported logs and rootwads
- 382

383 The Owner's Representative may reject an operator(s) if, in their opinion, the
384 operator(s) is not sufficiently skilled to do the work. The **Contractor** will not be
385 compensated for any expenses, delays or lost production time resulting from the
386 **Contractor** mobilizing equipment not capable of performing the work described in this
387 Bid Package.

388
389 The **Contractor** may choose to utilize subcontractors provided those subcontractors are
390 identified on the bid form. The **Contractor** is responsible to ensure that the
391 subcontractors meet all conditions of this Bid Package and appendices, including
392 provisions of Washington State's prevailing wages laws and related laws and
393 regulations and that documentation is provided to the Owner's Representative.
394

395 The **Contractor's** equipment must be free of leaks and other mechanical deficiencies.
396

397 After award of this Bid, and prior to start of Construction, the **Contractor** shall submit
398 the following submittals for review and approval by the Engineer and Owner's
399 Representative:

- 400
401 A. Fire Prevention Control and Countermeasures Plan,
402 B. Road Use and Traffic Control Plan,
403 C. Temporary Erosion and Sediment Control Plan,
404 D. Work Plan including project work schedule and timing/duration for construction of
405 each of the project elements, and
406 E. Spill Prevention, Control, and Countermeasure Plan
407 F. Stormwater Pollution Prevention Plan (SWPPP)
408

409 The **Contractor** shall submit the following with the bid submittal for evaluation prior to
410 award of this Bid:

- 411 A. Temporary Construction Access and Staging Plan,
412 B. Temporary Site Isolation and Water Management Plan, and
413 C. Anticipated log delivery schedule.
414

415 **Invasive Species**

416 To prevent the spread of invasive species and protect native plant communities, the
417 following equipment cleaning protocols shall be strictly followed. All mud, dirt, and plant
418 parts must be removed from all heavy equipment prior to entering the Teanaway
419 Community Forest. This includes service vehicles that remain on roadways but travel
420 frequently in and out of the project area. All equipment must be cleaned prior to leaving
421 the project site if it will be moved to uninfested areas. Equipment moving from weed-
422 infested portions of the project area to weed-free portions must be cleaned as described
423 above.
424

425 **Road Use and Traffic Control**

426 Road use shall be in line with Appendix C. These specifications are consistent with the
427 Department of Natural Resources road use and maintenance for the Teanaway
428 Community Forest. The route to the project site will start at the end of the pavement on
429 the West Fork Teanaway Road. Using road T4000, T4400, T4500, T5300, and T5000 to
430 access the site (see maps in Appendix C). Contractor will be given a key to the gates,
431 and the gates must be locked except for during material hauling. Traffic sign warning of
432 truck traffic will need to be placed alerting public traffic on the T4100 and T4000 roads
433 near the intersection. A road closed sign will need to be placed on the T5000 road
434 blocking public access to the work site, while not interfering with the Yellow Hill
435 trailhead. Rolling dips, water bars, and cross drains may need to be modified to access
436 the area with equipment (Appendix C shows locations and numbers). All features
437 modified will be returned to similar or better condition than prior to the project start.
438 Bridges must be covered with wood before tracked vehicles can cross. Further road
439 details and specifications can be found in Appendix C. Project will not be considered
440 complete until Department of Natural Resources Engineers sign off on the road rehab at
441 the end of the project.
442

443 **Log Delivery**

444 Imported logs for this project are coming from the WDFW's Teanaway Meadow Forest
445 Restoration thinning, roughly 17 road miles from the project site. That project will be
446 open to public bids and will be supplying wood for the West Fork Teanaway Floodplain

447 Restoration project. The **Contractor** will be responsible for unloading imported logs. As
 448 required for bid submission, a log delivery schedule will need to be developed using the
 449 criteria in the Table below. The log delivery schedule will need to have dates and
 450 quantities of the “sorts” that will be needed based on the restoration site being
 451 implemented. This schedule will require coordination with the Project Manager and the
 452 operator supplying the logs. Delays in Owner-furnished logs shall be treated as Owner-
 453 caused delay.
 454

Sorts	Location	Anticipated Delivery Date Range
Imported Logs w/ rootwads <22” DBH	WDFW Reach	
Imported Logs w/ rootwads >18” DBH	WDFW Reach and IFI Sites 1-6	
Imported Logs- no rootwads 14-22” DBH	WDFW Reach	
Imported Logs w/ rootwads >18” DBH	IFI Site 7	
Imported Tree tops >12” DBH, variable length	IFI Site 7	

455
 456 **Design Status**

457 The Owner’s Representative reserves the right to re-order, exclude or eliminate any
 458 work from the **Contractor’s** scope of work. The **Contractor’s** scope of work includes
 459 the work described in this bid package and all appendices and attachments. Any
 460 changes to the Project Work performed by the **Contractor** pursuant to this bid package
 461 must be agreed to in writing and signed by both the **Contractor** and the Owner’s
 462 Representative as part of a change order, with equitable adjustments addressed.
 463

464 **TECHNICAL SPECIFICATIONS**

465
 466 **Applicable Specifications.** Except as may be otherwise provided in these Contract
 467 Documents, the work shall conform to the terms and requirements of the most recent
 468 edition of the Washington State Department of Transportation Standard Specifications
 469 for Road, Bridge, and Municipal Construction (Publication M 41-10), including all
 470 supplements and amendments that are in effect as of the date of advertisement for bids
 471 (“WSDOT Standard Specifications”).
 472

473 **Incorporation by Reference.** The WSDOT Standard Specifications are incorporated by
 474 reference into this Contract as though fully set forth herein; provided, however, that in
 475 the event of any conflict between the WSDOT Standard Specifications and these
 476 Contract Documents, the more stringent or project-specific provisions shall govern.
 477

478 **Order of Precedence.** Unless specified otherwise in a supplemental provision, the
 479 Contract Documents shall take precedence in the following order: (a) Contract
 480 Agreement; (b) Special Provisions; (c) WSDOT Standard Specifications (latest edition,
 481 including all applicable General Special Provisions); (d) Plans and Drawings; and (e)
 482 other referenced standards and manuals.
 483

484 **Definition of Terms.** Terms defined in the WSDOT Standard Specifications shall have
485 the same meaning when used in these Contract Documents, unless otherwise defined
486 herein.

487

488 **DIVISION 1**

489 GENERAL REQUIREMENTS

490

491 **Division 1 is deleted except for the 1-05, 1-07, and 1-08 items that are included in**
492 **the bid list.**

493

494 **1-05.4 Conformity with and Deviations from Plans and Stakes**

495 Section 1-05.4 is supplemented with the following:

496 (*****)

497

498 The Engineers will flag the limits and locations of project areas as they are shown in the
499 Drawings. Afterwards, the Owner's Representative will adjust flagging in select areas for
500 Vegetation Preservation Areas as described in the Special Specification 3-01.3(1) of
501 this document. The Contractor will then become responsible for all of the project survey
502 after these adjustments have been made.

503

504 End of Division 1

505

506 **DIVISION 2**

507 TEMPORARY FEATURES

508

509 **2-01 MOBILIZATION**

510 2-01.1 Description

511 Section 2-01.1 is supplemented with the following:

512 (*****)

513

514 Demobilization activities shall be incidental to this item.

515

516 **2-02 VACANT**

517 Section 2-02 is revised to read:

518 (*****)

519

520 **2-02 SITE ACCESS IMPROVEMENTS AND RESTORATION ON EXISTING FOREST** 521 **ROADS**

522

523 **2-02.1 Description**

524 Site access improvements and restoration shall consist of all the necessary work,
525 including but not limited to materials, equipment, and personnel to improve, and
526 maintain the existing forest road access routes for heavy equipment access to reach the
527 project (Work) area, but not within the project area. This also includes restoration of the
528 existing forest roads after construction.

529

530 **2-02.2 Materials**

531 All materials required to make the necessary road improvements for site access shall be
532 included in this Bid Item. Material costs are considered incidental to this Bid Item.

533
534 **2-02.3 Construction Requirements**

535
536 **2-02.3(1) Site Access Improvements on Existing Forest Roads Walkthrough**

537 A walkthrough will be scheduled and executed prior to commencing work for “Site
538 Access Improvements and Existing Forest Roads Restoration” on the existing forest
539 roads designated for accessing the project area. The Owner’s Representative and the
540 Contractor shall be present for the walkthrough. Areas of necessary improvement will
541 be identified, flagged, and approved by the Owner’s Representative prior to
542 commencing the Work included in this Bid Item. This meeting shall be incidental to the
543 cost of the Bid Item.

544
545 **2-02.3(2) Initiate Site Access Improvements**

546 The Contractor shall promptly commence the Work to improve the existing forest roads
547 to access the Work area after the site walkthrough.

548
549 **2-02.3(3) Site Access Improvement Maintenance**

550 The Contractor shall be responsible for all maintenance of the Improvements to facilitate
551 on-going equipment access on the existing forest roads for the duration of the project.
552 This may include, but is not limited to, placement of crushed surfacing, grading, and
553 widening, as well as all material, equipment, and personnel to complete the Work.

554
555 **2-02.3(3) Post-Construction Forest Road Restoration**

556
557 **2-02.3(3)A Forest Road Restoration Plan**

558 The Contractor shall submit a Road Restoration Plan to the Owner’s Representative for
559 review and approval prior to executing the necessary treatments post-construction to
560 restore the existing forest roads to pre-construction and pre-site-access improvement
561 condition. The Plan shall include, at a minimum, the DNR Features and Specifications,
562 and approximate locations of all necessary repairs. The Plan shall be considered
563 incidental to the Work included in this Bid Item.

564
565 **2-02.3(3)B Forest Road Restoration**

566 The treatments identified in the Forest Road Restoration Plan will be undertaken by the
567 Contractor to restore the existing Forest Road used for site access prior to
568 demobilization of all construction equipment. Road restoration treatments will be
569 approved by the Owner’s Representative and DNR before they are considered
570 complete. Contractor shall apply the DNR Road Features and Specifications included
571 as part of this Contract.

572
573 **2-02.4 Measurement**

574 There will be no measurement for “Site Access Improvements and Restoration of
575 Existing
576 Forest Roads”.

577
578 **2-02.5 Payment**

579 Payment for "Site Access Improvements and Restoration of Existing Forest Roads" will
580 be lump sum. Based on the lump sum Contract price for "Site Access Improvements
581 and Restoration of Existing Forest Roads", partial payments will be made as follows:
582

- 583 A. When initial site access improvements are completed and the required
584 equipment can access the work site, 50% of the amount bid for Site Access
585 Improvements and Restoration of Existing Forest Roads will be paid.
- 586 B. Upon completion of work at the Project sites, access routes outside of the work
587 area shall be restored to original condition, or better. Improvements made to the
588 road will be inspected by a DNR Representative, and the final 50% of this Bid
589 Item will be paid upon approval by the DNR Representative.

590

591 **2-04 Temporary Traffic Control**

592

593 **2-04.3 Construction Requirements**

594 Section 2-04.3 is supplemented with the following:

595 (*****)

596

597 Public access to the Work site will be closed for the duration of the Work. The
598 Contractor shall furnish, place, and maintain necessary traffic control signs to prevent all
599 non-construction traffic from entering the Work area.

600

601 End of Division 2

602

603 **DIVISION 3**

604 **EARTHWORK**

605

606 **3-01 CLEARING, GRUBBING, AND ROADSIDE CLEANUP**

607

608 **3-01.1 Description**

609 Section 3-01.1 is supplemented with the following:

610 (*****)

611

612 Clearing and grubbing include salvaging full-length trees with attached rootwads, shrubs
613 and debris within designated clearing limits. Materials developed from clearing and
614 grubbing will be classified as Usable Material or Debris.

615

616 "Usable Material" means all wood products, and native shrubs and root masses,
617 primarily used as Large Wood or Slash incorporated into construction of Large Wood
618 and Loose Wood, as depicted on the Plans.

619

620 "Debris" means all unusable material such as metal or plastic refuse, including but not
621 limited to appliances, automobile parts, abandoned machinery, barrels, fencing
622 produced by clearing of organic material to allow excavation of underlying material
623 needed as main channel fill material. Invasive vegetation is also considered Debris.

624

625 "Slash" means all trees and brush less than 11" diameter at breast height (DBH) with or
626 without attached roots.

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3-01.2 Disposal of Usable Material and Debris

Section 3-01.2 is revised to read:

(*****)

The Contractor shall dispose of all materials generated from Clearing and Grubbing by one or more of the disposal methods described below.

Disposal Method No. 1 – Incorporation into Other Work

Trees and shrubs removed as part of the Work shall be Useable Material, hauled to stockpiles. Care shall be taken to excavate roots so that they remain intact, and to preserve whole trees and roots. Care shall be taken during stockpile and installation to preserve whole trees and roots. These Usable Materials shall be hauled from stockpiles, and installed and measured under item 8-27 - Large Wood.

Disposal Method No. 2 – Scatter

After Disposal Method No.1 is completed, dispose of remaining Usable Material by scattering at areas identified by the Engineers (Inter-Fluve and/or WA Dept. of Fish and Wildlife (WDFW)) such as disturbed areas on the floodplain area, decommissioned access routes, and staging areas.

Disposal Method No. 3 – Waste Site

Debris that are not wood, such as trash or metal debris designated by the Owner’s Representative for removal shall be hauled to a waste site obtained and provided by the Contractor in accordance with Section 3-03.3(7)C.

3-01.3(1) Clearing

Section 3-01.3(1) is revised to read:

(*****)

Clearing shall include careful removal and salvaging of standing trees and shrubs within the perimeters flagged by the Owner’s Representative and Engineers. These Salvaged Large Wood materials shall be grubbed with the rootwad intact, and branches intact. Salvaged trees and shrubs shall be stockpiled on-site as Usable Material to be incorporated into other Work as Disposal Method No.1, or scattered as Disposal Method No.2. Debris and invasive vegetation shall be hauled to off-site disposal as Method No.3. Cleared trees and shrubs shall be sorted and stockpiled by sizes classified by diameter at breast height (DBH) as follows:

- Greater than 18” DBH
- 12”-17” DBH
- Less than 11” DBH

The Owner’s Representative and/or Engineers in the field may designate select areas of vegetation within the Limits of Disturbance to be preserved during Clearing. These Vegetation Preservation areas shall be protected from harm to all trees, bushes, shrubs, forbs, or other vegetation within.

675 Areas outside of the Limit of Disturbance shall be protected from harm. The Contractor
676 shall keep heavy equipment outside the canopy drip line of all trees to remain unless
677 otherwise approved.

678
679 Areas in the Plans labeled as Mechanical Thinning Areas are designated for selective
680 cutting and removal of trees. Approximately 500 standing trees are designated for
681 removal by saw felling and removal from the areas by wheeled or tracked equipment.
682 Specifications for work in Mechanical Thinning Areas will be provided by WDFW.

683
684 **3-01.3(2) Grubbing**

685 Section 3-01.3(2) is supplemented with the following:
686 (*****)

687
688 Adjustments to Clearing and Grubbing areas shall be determined by the Owner's
689 Representative and/or Engineers to reduce damage to the environment.

690
691 **3-01.3(3) Vacant**

692 Section 3-01.3(3) is revised to read:
693 (*****)

694
695 **3-01.3(3) Parking Area Restoration**

696 The Contractor shall reshape and finish a parking area at the WF Teanaway trailhead
697 prior to demobilization of the Site. The area shall be graded flat and compacted smooth
698 with the construction equipment. The area shall be a gravel parking lot with 12 car
699 spaces, each 10 feet wide by 18 feet long; exact layout will be directed in the field and
700 will require Owner's Representative approval prior to finalization. The parking area shall
701 have a perimeter defined by 3-foot diameter boulders set 3 feet apart on-center, and
702 buried $\frac{1}{4}$ - $\frac{1}{3}$ of their axis deep.

703
704 Boulders shall be Type Three Rock, in accordance with 9-13.7(1).

705
706 **3-01.3(4) Roadside Cleanup**

707 Section 3-01.3(4) is supplemented with the following:
708 (*****)

- 709 1. Decompact on-site temporary construction/haul routes and staging areas by
710 scarifying the earth to a depth of 18 inches.
711 2. Scatter remaining Usable Materials stockpiled as Disposal Method No. 2 of
712 Clearing.

713
714 **3-01.4 Measurement**

715 Section 3-01.4 is revised to read:
716 (*****)

717
718 Clearing includes Grubbing.

719
720 Clearing and Grubbing includes loading, hauling, sorting, and stockpiling Usable
721 Material as Disposal Method No.1; and loading and hauling, and scattering of remaining
722 Usable Materials as Disposal Method No. 2.

723
724 Clearing and Grubbing includes up to 40 cubic yards of compacted Unusable Material
725 (refuse and invasive vegetation) to be hauled to an off-site disposal site provided by the
726 Contractor. as Disposal Method No. 3.

727
728 “Clearing and Grubbing” will be measured per acre.

729
730 There is no unit of measurement for “Mechanical Thinning.”

731
732 There is no unit of measurement for “Parking Area Restoration.”

733
734 There is no unit of measurement for “Roadside Cleanup”.

735
736 Installation of Usable Material as Large Wood is measured per Special Provision 8-27.5
737 and 8-28.5.

738
739 **3-01.5 Payment**

740 Section 3-01.5 is revised to read:
741 (*****)

742
743 “Clearing and Grubbing”, per acre

744
745 “Parking Area Restoration”, lump sum. Import and placement of boulders is considered
746 incidental to this Bid Item.

747
748 “Roadside Cleanup”, lump sum

749
750 “Mechanical Thinning”, lump sum

751
752 **3-03 ROADWAY EXCAVATION AND EMBANKMENT**

753
754 **3-03.1 Description**

755 Section 3-03.1 is supplemented with the following:
756 (*****)

757
758 The Work includes Channel Excavation including Haul in areas designated in the Plans
759 and directed by the Engineers, and installation as Earth Embankment in areas
760 designated in the Plans and directed by the Engineers. The Work includes excavation,
761 haul, mixing, placement, grading, and compaction to achieve finish grade at Cut and Fill
762 areas indicated in the Plans.

763
764 Excavation below finish grade of Cut areas may be directed by the Engineers on an as-
765 needed basis to generate the necessary quantity and required fill mixtures defined in
766 the Plans for installation as Earth Embankment in designated Fill areas.

767
768 Excavation (Cut) areas are shown in the Plans as:

- 769 1. Floodplain Grading
770 2. Channel Activation Cut

West Fork Teanaway River (RM 5.1-7.2) Floodplain Restoration

771 3. Cut Area (in WDFW Plans)

772

773 Earth Embankment (Fill) areas are shown in the Plans as:

774

1. Channel Plug

775

2. Partial Channel Fill

776

3. And backfill for Channel Spanning Structure and Mid-Channel Log Structure

777

4. Fill Area (in WDFW Plans)

778

779 **3-03.3(14)B Earth Embankment Construction**

780 Section 3-03.3(14)B is revised to read:

781 (*****)

782

783 The Contractor shall place earth embankments with mixed material excavated from the
784 floodplain Cut areas as shown on the Plans. Earth embankments as channel fill shall be
785 placed in uniform thickness to grades shown on the Plans or as otherwise directed by
786 the Engineers. During grading/filling operations, the Contractor shall shape the surfaces
787 of embankments on a general down-valley slope (at WDFW site) or as shown in the
788 Plans (at Inter-Fluve sites). Finish grades may be adjusted by the Engineers.

789

790 **3-03.3(14)C Compacting Earth Embankments**

791 Section 3-03.3(14)C is supplemented with the following:

792 (*****)

793

794 The Contractor shall use Earth Embankment Compaction Method A. Lifts shall be
795 approximately 1 foot thick, but no greater than 2 feet thick.

796

797 Where Fill placement is within Vegetation Preservation areas as shown on plans or
798 directed by the Owner:

799

1. To the extent practicable, care shall be taken to not cause damage to stems.

800

2. Finished work to increase stem-to-soil contact as approved by Owner, and

801

3. Fill placement shall occur only where less than three feet of fill is required to
802 reach finished grade.

803

804 **3-03.3(14)F Vacant**

805 Section 3-03.3(14)F is revised to read:

806 (*****)

807

808 **3-03.3(14)F Channel Fill Mixing and Placement**

809 In the WDFW Site, material to be installed as Fill shall be a well-graded mix of small
810 boulders, cobbles, gravels, and sands, blended prior to placement. Coarse

811

cobble/boulder material excavated from floodplain Cut areas at depths below target

812

grade, as described in Section 3-03.1, shall be mixed with finer grained gravels and

813

sands. Mixing proportions shall be approximately 40% cobble-boulder and 60%

814

gravel/sand/silts with minimum 20% passing No. 20 screen, unless approved or directed
815 by the Owner's Representative.

816

817 In order to limit the spread of weeds, the top 12” of soil excavated from areas shown in
818 the plans as Floodplain Grading areas, shall have that Fill placed in the bottom or back
819 of embankment areas shown as Channel Plugs.

820
821 In the WDFW Site, and at Partial Channel Fill areas in Sites 1-4, Fill shall be
822 constructed to ensure that water is conveyed above each channel lift. The Contractor
823 shall apply fine sediments and construction water to each lift to facilitate filling the
824 interstitial voids of the blended streambed mix. Adjustment of the low applied rate may
825 be required to ensure that the voids are satisfactorily filled. The voids are satisfactorily
826 filled when the flowing water does not go subsurface. The Contractor shall apply water
827 to the stream channel for visual acceptance by the Owner’s Representative. Water shall
828 be free from contaminants, and additives that pose a risk to fish and other ecological
829 life.

830
831 Areas with existing riparian vegetation in designated channel fill zones will be flagged by
832 the Owner prior to placement of fill. Fill and compaction in these areas shall, to the
833 extent practicable, minimize damage to existing plant stems.

834
835 Other field adjustments to mix ratios may be made for different project areas based on
836 Engineers direction prior to placement in Fill areas.

837
838 **3-03.4 Measurement**

839 Section 3-03.4 is revised to read:
840 (*****)

841
842 Channel excavation Incl. Haul will be measured by “in place” cubic yard. Excavated
843 material will be measured in its original position (via digital terrain modeling) and
844 compared with the planned finished section shown in the Plans. The Engineers will
845 provide a copy of the location mass diagram upon request.

846
847 Channel Excavation Incl. Haul includes placement at designated Fill as Embankment
848 Compaction Method A. There will be no measurement for Embankment Compaction.

849
850 Mixing excavated materials shall be incidental to the Work. There will be no
851 measurement for mixing.

852
853 Hauling and loading fill to and from stockpiles, and to Fill installation areas, shall be
854 incidental to Channel Excavation Incl. Haul. No measurement will be made for material
855 that is stockpiled, re-excavated, and moved again.

856
857 Measurement for each Work area shown on the Plans will be separated as shown in the
858 Table below.

Channel Excavation Incl. Haul
WDFW Reach (RM 6.75-7.2)
IFI Reach - Site 1

IFI Reach - Site 2
IFI Reach - Site 3
IFI Reach - Site 4
IFI Reach - Site 5
IFI Reach - Site 6
IFI Reach - Site 7

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3-03.5 Payment

Section 3-03.5 is supplemented by the following:

(*****)

“Channel Excavation Incl. Haul – WDFW Reach (RM 6.75-7.2)”, per cubic yard

“Channel Excavation Incl. Haul – Site 1”, per cubic yard

“Channel Excavation Incl. Haul – Site 2”, per cubic yard

“Channel Excavation Incl. Haul – Site 3”, per cubic yard

“Channel Excavation Incl. Haul – Site 4”, per cubic yard

“Channel Excavation Incl. Haul – Site 5”, per cubic yard

“Channel Excavation Incl. Haul – Site 6”, per cubic yard

“Channel Excavation Incl. Haul – Site 7”, per cubic yard

End of Division 3

DIVISION 8

MISCELLANEOUS CONSTRUCTION

8-01.3(2)E Tackifiers

Section 8-01.3(2)E is supplemented with the following:

(*****)

If hydroseed is utilized, tackifiers must be Organic and Biodegradable.

8-01.3(3) Placing Erosion Control Blanket

Section 8-01.3(3) is supplemented with the following:

(*****)

Erosion control blanket shall be a Field Set item, Place erosion control blanket within Wetland Zone as shown on drawings or as directed in accordance with Section 8-01.3(3). Erosion control blankets shall be secured in place and installed in place per the supplier’s recommendation. The contractor shall make field adjustments to final

901 configuration following concurrence by the Owner's Representative or Engineer at no
902 additional cost to the Owner's Representative.

903
904 Erosion Control Blanket shall be BioNet C125BN Erosion Control Blanket, Western
905 Excelsior Excel CC-4 All Natural, Nedia C400B, or equal as reviewed and approved by
906 the Owner's Representative or Engineer, within the Wetland Areas shown on the Plans.

907
908 Physical stake samples to secure the Erosion Control Blanket shall be provided to the
909 Owner's Representative or Engineer for acceptance at least two weeks prior to
910 installation. Wood stakes shall be used to anchor all erosion control blankets and
911 wetland sod mats. Stakes shall be wooden stakes solid and free of knots or defects.
912 Stakes shall be the dimensions shown on the Plans and come to a point at the bottom.
913 Stakes shall be wedge shaped or have a retaining notch at the top.

914
915 **8-02.2 Materials**

916 Section 8-02.2 is supplemented with the following:
917 (*****)

918
919 Materials shall meet the requirements of the following sections:

920
921 Plant Materials.....9-14.7

922
923 The Owner's Representative will furnish the following materials for installation (hereafter
924 called Owner's Representative-Furnished Materials):

- 925 1. All live plant material except Riparian Seed and Upland Seed.
926

927 All seeds (besides the Owner's Representative-Furnished wetland seeds) shall be
928 ordered, in accordance with Section 9-14.3.

929
930 Owner's Representative-Furnished Materials shall be delivered to the staging area or
931 other storage areas by the Owner's Representative and will be placed into groupings of
932 like material. The Contractor shall be present for delivery and shall provide labor and
933 equipment necessary to unload, move, and stage plant materials in a protected
934 condition.

935
936 The Contractor shall handle products once on-site, including storage and transportation
937 to points of installation. Acceptance of Owner's Representative-Furnished Materials
938 occurs when the Owner's Representative/Engineer and Contractor complete a joint
939 inspection, and the Owner's Representative/Engineer confirms acceptance for
940 installation.

941
942 For live plant material, acceptance may include review of the materials and delivery
943 sheet against what was confirmed in the order, and rejection, or negotiation regarding,
944 compliance with American Nursery and Landscape Association: American Standard for
945 Nursery Stock ANSI Z60.1-2014.

946
947 Upon acceptance, the Contractor assumes care, custody, and control of the Owner's
948 Representative-Furnished Materials and shall be responsible for protection, handling,

949 temporary storage, irrigation/watering as needed, and installation. Damage, loss, or
950 decline in conditions occurring after acceptance shall be the Contractor's responsibility.

951

952 **8-02.3(1) Responsibility During Construction**

953 Section 8-02.3(1) is supplemented with the following:

954 (*****)

955

956 Planting and seeding shall occur during the Eastern Cascades Planting Window
957 October 1 through November 15 unless otherwise approved by the Owner's
958 Representative or Engineer. Plantings associated with Engineered Large Wood
959 Structures shall occur concurrently with Engineered Large Wood Structure construction
960 unless otherwise approved by the Owner's Representative or Engineer.

961

962 **8-02.3(2) Work Plans**

963 Section 8-02.3(2) is supplemented with the following:

964 (*****)

965

966 **8-02.3(2)A Roadside Work Plan**

967 *Replace this Section with the following:*

968 (*****)

969

970 **8-02.3(2)A Revegetation Work Plan**

971

- 972 1. Plans for coordination between prime and subcontractor (if applicable)
- 973 2. Means and methods for vegetation protection (including Vegetation Preservation
974 shown on drawings areas) in accordance with the 3-01.3 Construction Requirement
- 975 3. Means and methods for vegetation storage, handling, and protection (in
976 accordance with Section 3-01.3)
- 977 4. Plan for ground preparation for planting, methods for (e.g., hand broadcast,
978 hydroseed), and installation of seed
- 979 5. Plan for ground preparation for planting and installation of plants.
- 980 6. Plan, sequencing, and timing for installation of Deep Planted Tubelings with
981 Channel Spanning Large Wood and Mid Channel Large Wood structures
- 982 7. Plan, sequencing, and timing for installation of Deep Planted Tubelings with
983 Floodplain Wood.
- 984 8. Plan, sequencing, and timing for installation of Wetland Zone treatments including
985 Wetland Sod Mats, Wetland Seed, Placement of Erosion Control Fabric, and planting
986 of Emergent Plugs.
- 987 9. Plan for filling and vegetation protection within "Vegetation Preservation Areas"
988 shown on drawings
- 989 10. Means and methods to limit soil compaction where seeding and planting are to
990 occur.
- 991 11. Plan and timing to incorporate or remove erosion control items.
- 992 12. Plan and timing on choice of wood straw or mulch and application of mulch (hand
993 or machine applied)

994

995 **8-02.3(5)A Seeding Area Preparation**

996 *Replace this Section with the following:*

West Fork Teanaway River (RM 5.1-7.2) Floodplain Restoration

997 (*****)

998

999 The Contractor shall prepare restoration seeding areas as follows:

- 1000 1. Within restoration areas, seeding shall occur after floodplain roughness is
- 1001 complete and approved by the Engineer, and after live plant materials are installed,
- 1002 unless otherwise approved by the Owner’s Representative or Engineer.
- 1003 2. Remove all unnatural debris from areas to be seeded. Dispose of removed
- 1004 materials offsite.
- 1005 3. Prepare restoration seeding area to a weed free and bare condition.
- 1006 4. Bring area to the specified finished grade. Do not till any slopes steeper than
- 1007 2(H) to 1(V).
- 1008 5. Wholly decompact seeding areas to a depth of 18 inches, leaving no large
- 1009 clumps (greater than 6 inches), holes or mounds over 6 inches in depth or height.
- 1010 6. Seed bed preparation shall be inspected and approved by the Owner’s
- 1011 Representative or Engineer prior to seed application.
- 1012 7. Seed and mulch within two days of area preparation.
- 1013

1014 **8-02.3(5)C Planting Area Preparation**

1015 *Replace this Section with the following:*

1016 (*****)

1017
1018 Any areas impacted by construction activities, including staging and temporary access
1019 routes designated for planting shall be uniformly and wholly decompacted to a depth of
1020 18 inches, leaving no holes or mounds over 6 inches in depth or height.

1021
1022 **8-02.3(8)B Plant Installation**

1023 Section 8-02.3(8)B is supplemented with the following:

1024 (*****)

1025
1026 Immediately following installation, water shall be applied directly to the base of the live
1027 plants using a bucket, hose, or other similar method to create a steady stream of water
1028 that will fill in void spaces but not cause localized runoff.

1029
1030 1. Wetland Sod Mat Installation:

- 1031 a. 580 units of Wetland Sod Mats will be provided by the Owner’s
- 1032 Representative. Approximate dimensions are 3 feet width x 16 feet length.
- 1033 b. Wetland Sod Mats will be “Wetland Sod Mats” from North Fork Natives, or
- 1034 similar. The Contractor shall provide wooden stakes for securing Wetland
- 1035 Sod Mats. Stakes shall be wooden stakes solid and free of knots or
- 1036 defects. Stakes shall be the dimensions recommended by the supplier’s
- 1037 recommendation and come to a point at the bottom. Stakes shall be
- 1038 wedge shaped or have a retaining notch at the top. Physical samples of
- 1039 the wooden stakes shall be provided to the Owner’s Representative or
- 1040 Engineer’s for acceptance at least two weeks prior to installation.
- 1041 c. Wetland Sod Mats shall be protected from drying at all times.
- 1042 d. Wetland Sod Mats shall be secured in place and installed in place per the
- 1043 supplier’s recommendation.

- 1044 e. Wetland Sod Mats shall be handled with care to minimize damage such as
1045 breaking, splitting, crushing, and soil loss.
1046 f. Wetland Sod Mats shall be installed using low ground pressure (LGP)
1047 seeding equipment with a maximum ground pressure of 6 pounds per
1048 square inch to the Wetland installation area shown on the Drawings.
1049 Alternate methods of transporting the Wetland to the locations shown on
1050 the Drawings will be required (example on side-by-side, tracked skid
1051 steer).
1052 g. Wetland Sod Mats be installed in consultation with and approval of the
1053 Owner's Representative or Engineer. Wetland Sod Mats are a Field Set
1054 item. The Owner's Representative or Engineer shall be on site during
1055 Wetland Sod Mat installation to review construction and advise the
1056 Contractor to make any necessary adjustments to the final layout and
1057 orientation of the Wetland Sod Mat.
1058 h. If soil is not adequately wet at installation, Owner's Representative or
1059 Engineer shall identify an alternative installation location.
1060

1061 2. Wetland Seed

- 1062 a. Wetland Seed shall be installed within Wetland Planting areas except
1063 where designated for installation of Wetland Sod Mats
1064 b. Wetland Seed shall be hand broadcast at a rate of 6 pounds per acre
1065 following Seeding Area Preparation
1066 c. Erosion Control Blanket shall be placed over top of Wetland Seed per 8-
1067 01.3(3)
1068

1069 3. Emergent Plugs

- 1070 a. Emergent Plugs shall be installed within Wetland Planting areas except
1071 where designated for installation of Wetland Sod Mats
1072 b. Emergent Plugs shall be planted within Erosion Control Blanket
1073 c. Planting holes created in Erosion Control Blanket shall not exceed 4
1074 inches in any direction
1075

1076 Planting zones shall be provided as shp or CAD file to the selected contractor.
1077

1078 **8-02.3(9)B Seeding and Fertilizing**

1079 Section 8-02.3(9)B is supplemented with the following:

1080 (*****)

1081 When utilizing hydroseed:

1082 Hydroseeding shall be completed in a two-lift method:

1083 First Lift: Apply a slurry consisting of tackifier (at specified rate for slope), seed, and
1084 bonded fiber matrix at no more than 200 pounds per acre.

1085 Second Lift: Apply a slurry consisting of the remaining bonded fiber matrix at the
1086 specified rate for slope conditions over the first-lift application.

1087 Both applications may be made in a single day, with a minimum of two hours for
1088 hydroseed to set between the First and Second Lift.

1089 Hydroseeding of seed types that are susceptible to damage during hydroseeding (e.g.,
1090 large seeds or awned seeds) shall not be allowed.
1091

1092
1093 Seed shall be placed evenly across the full lateral extent of each seeding zone, except
1094 installed sod mats, so that seed reaches the lateral spatial extents of the zone. Seeding
1095 zones shall be provided as shp or CAD file to the selected contractor.
1096

1097 Fertilizers are not allowed.
1098

1099 **8-02.3(9)F Definitions**

1100 *Section 8-02.3(9)F is added:*
1101

1102 **Field Set:** An element to be constructed with onsite observation from the Owner's
1103 Representative or Engineer to review the final layout, location, configuration, and
1104 alignment. The contractor shall make field adjustments to final configuration following
1105 concurrence by the Owner's Representative or Engineer at no additional cost to the
1106 Owner's Representative.
1107

1108 **8-02.3(11) Mulch**

1109 Section 8-02.3(11) is supplemented with the following:
1110

1111 (*****)
1112

1112 Short-term stabilization measures shall include the use of sterile, certified weed-free
1113 straw materials in all areas within the limits of disturbance above the OHW line of
1114 proposed-project conditions. The Engineer will provide the OHW lines as .shp or CAD
1115 file to the selected contractor.
1116

1117 Contractor shall mulch within three days of completion of each work area.
1118

1119 **8-02.3(11)D Straw Mulch**

1120
1121 Straw mulch shall comply with straw from 9-14.5(1). Straw mulch shall be applied to all
1122 cleared and grubbed areas within the Limits of Disturbance, but above the OHW, that
1123 are both in and not within a seeding zone.
1124

1125 For straw mulch application:

- 1126 1. The Contractor shall evenly apply straw mulch at a rate of 2,000 pounds per acre.
1127 2. Rate of straw application shall leave approximately 25% of the ground surface
1128 visible following application.
1129 3. The straw layer shall be no greater than 1/4-inch thickness.
1130 4. String from straw bales shall be removed and properly disposed of.
1131 5. Contractor shall mulch within three days of completion of each work area.

1132 Straw flakes shall be completely disintegrated so straw stems are separated prior to
1133 placement. Straw may be manually placed by rubbing bale flakes until all clumping is
1134 disintegrated and coverage meets specifications above.
1135

1136 Straw mulch may be applied by accepted hand methods or equipment.
1137

1138 **8-02.3(13) Plant Establishment**

1139 8-02.3(13) Plant Establishment is revised to read:

1140 (*****)

1141
1142 The Contractor shall warrant the revegetation Work for one (1) year. Warranty
1143 requirements include survival/performance compliance, weed control, watering/irrigation
1144 as needed, and replacement of failed plant materials as directed by the Owner's
1145 Representative/Engineer.

1146
1147 Replacement materials required due to failures during the plant establishment period
1148 shall be furnished and installed by the Contractor at no additional cost, unless the
1149 Owner's Representative/Engineer determines the failure was caused solely by events
1150 excluded by the Contract.

1151
1152 The Owner's Representative (or Engineer) shall conduct performance assessments at
1153 the end of the 1-year plant establishment period. The Contractor shall be notified seven
1154 (7) days prior to an assessment and may be present during the assessment.

1155
1156 At the end of the 1-year plant establishment period, percent survival of Plantings shall
1157 be at least seventy-five (75) percent in each of the planting zones for each work area,
1158 and 40% for Deep Riparian Planting with Engineered Wood Jams," as determined by
1159 quantitative assessment by the Owner's Representative or Engineer in at least three (3)
1160 representative areas no less than 2,500 square feet per planting zone.

1161
1162 At the end of the 1-year plant establishment period, number of live grass seedlings per
1163 planting zone shall be a minimum of five (5) of seedlings per square foot, composed of
1164 seeded species for the planting zone for each work area, as determined by quantitative
1165 assessment by the Owner's Representative or the Engineer in at least three (3)
1166 representative areas no less than 2,500 square feet per planting zone.

1167
1168 Bare areas or areas with poor vegetation development greater than 625 square feet
1169 shall be re-seeded with the native seed mix for the planting zone.

1170
1171 The Contractor shall continue management actions until performance standards are
1172 met, as determined by the Owner's Representative or Engineer.

1173
1174 Anticipated actions to achieve the performance standard may include, but are not
1175 limited to re-planting, re-seeding, trimming, and brush-cutting, hand-pulling or herbicide
1176 application of competing non-native vegetation. Any activities required to achieve the
1177 performance standard shall be considered incidental to the cost of the plant installation
1178 and shall comply with applicable WSDOT standards.

1179

1180

1181 **8-02.4 Measurement**

1182 Section 8-02.4 is replaced with the following:

1183 (*****)

1184

1185 Storage and handling of Seed and Live Plants shall be incidental to the Work.

1186

1187 Seeding and straw mulching will be measured by the acre by ground slope
1188 measurement or through the use of design data.

1189
1190 There shall be no measurement for Live Plant installation.

1191
1192 Wetland Sod Mat Installation will be measured per square foot of installed Owner's
1193 Representative- Furnished Wetland Sod Mat. This item includes on-site movement,
1194 storage and protection, and installation of Wetland Sod Mat. Wooden Stakes to secure
1195 Wetland Sod Mat shall be provided by the Contractor. Wooden Stakes shall be
1196 incidental to this item. 580 wetland sod mats will be provided, with dimensions of 3 ft x
1197 16 ft length each, for a total of 27,900 square feet of wetland sod mat.

1198
1199 Erosion Control Blankets will be measured per square foot. Wooden Stakes for securing
1200 Erosion Control Blankets shall be incidental to this item.

1201
1202 **8-02.5 Payment**

1203 Payment will be made for each of the following listed Bid items that are included in the
1204 Proposal:

1205
1206 Seeding and Straw Mulch, per acre.

1207
1208 Live Plant installation, lump sum.

1209
1210 Wetland Sod Mat Installation, lump sum.

1211
1212 Erosion Control Blankets, per square foot.

1213
1214
1215 **8-27 Vacant**

1216 Section 8-27 is revised to read:
1217 (*****)

1218
1219 **8-27 LARGE WOOD**

1220
1221 **8-27.1 Description**

1222 Work under this item will consist of furnishing all related materials, labor, tools, and
1223 equipment necessary to install Large Wood in accordance with the Plans, Standard
1224 Specifications, and these Special Provisions. Large Wood includes Imported and
1225 Salvaged woody material. Large Wood installation locations and configurations will be
1226 generally as shown in the Plans; however, the irregularities of natural Large Wood may
1227 require adjustments to the locations, orientations, sizes, and quantities of Large Wood.
1228 Placement shall be considered fit-in-the-field and may be adjusted by the Engineers
1229 without additional compensation to the Contractor.

1230
1231 **8-27.2 Materials**

1232 Deep planted tubelings will be plants grown in pots with stems (root crown to apical
1233 bud) that exceed five feet in height and pots that are a minimum of 14 inches in length.
1234 These will be provided by the Owner's Representative.

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8-27.2(A) Imported Large Wood

Imported Large Wood will be provided by the Owner's Representative and delivered to staging areas on site. Imported logs that arrive to the Project Site in an unsatisfactory condition will not be required to be replaced by the Contractor as Large Wood but may be scattered as Disposal Method No.2 as directed by the Engineers. Imported large wood will be classified as follows:

1. Imported Logs with Roots will be >18" DBH and 40' long
2. Imported Tree Tops will be Logs >12" DBH, variable lengths less than 40'.
3. Imported Logs will be Logs with variable DBH and lengths less than 40'.

8-27.2(B) Salvaged Large Wood

Salvaged Large Wood includes trees and shrubs developed, sorted, and stockpiled by the Contractor during Clearing and Grubbing (3-01). Salvaged large wood shall be classified as follows:

1. Salvaged Logs with Roots shall be logs with root wads provided by the Contractor by cutting the lower 40' of Salvaged Trees that are >18" DBH.
2. Salvaged Trees shall be whole trees with branches and root wads with 12"-17" DBH, and variable length (generally 40-100' long). The tops of trees cut from 40' to develop Salvaged Logs with Roots will also be considered Salvaged Trees. Approximately 250 felled trees from Mechanical Thinning areas will be considered Salvaged Trees.
3. Salvaged Slash shall be comprised of trees of various lengths and DBH <11". Salvaged Slash will also include shrubs, brush, limbs, branches, and other woody debris developed from Clearing and Grubbing areas. Approximately 250 felled trees from Mechanical Thinning areas will be considered Salvaged Slash.
4. Salvaged Logs and Slash from Mechanical Thinning shall be cut logs and slash sourced from designated areas with 6"-18" DBH and variable length. The identified trees are cut at base (hand-held chainsaw) and thus do not retain a rootwad. Retain as many branches as possible. Mechanical thinning specifications are provided separately by WA Department of Fish and Wildlife.

8-27.3 Construction Requirements

Large Wood installation sites and material quantities are shown in the plans, labeled by type as follows:

1. WDFW (RM 6.75 - 7.2)
 - a. Type 1 Log Jam - Channel Spanning
 - b. Type 2 Log Jam - Flow Spreader
 - c. Type 3 Log Jam - Bank Jam
2. Inter-Fluve (RM 5.1 - 6.75)
 - a. Bank Buried Structure
 - b. Channel Spanning Structure
 - c. Mid-Channel Structure

- 1283 d. Backwater Alcove Wood
- 1284 e. Incorporation into Partial Channel Fill
- 1285 f. Floodplain Roughness

1286
1287 The Contractor is advised to carefully examine the Plans to provide equipment best-
1288 suited for installation of Large Wood. Difficult construction conditions shall not be
1289 grounds for additional compensation as part of this Contract.

1290
1291 At all times when Large Wood is being handled, loaded, unloaded, and placed, the
1292 Contractor shall exercise care to minimize damage to the log, branches, and roots.
1293 Each log with roots shall be handled by grasping the bole of the log; transporting or
1294 lifting log by grabbing the rootwad with an excavator bucket or similar equipment can
1295 damage roots and shall not be allowed without permission from the Engineers.

1296
1297 The Contractor shall place Large Wood, generally as shown on the Plans but with field-
1298 fit placement and adjustment. Placing Large Wood requires careful manipulation of
1299 large and small pieces of wood. The Engineers may request adjustments during
1300 placement of Large Wood.

1301
1302 The Engineers may direct the Contractor to incorporate slash material generated
1303 through clearing into Large Wood structures, intertwined with logs or mixed with backfill.

1304
1305 The Contractor shall perform any excavation necessary for installation of Large Wood
1306 as part of the Work. Excavated material shall temporarily be staged adjacent to the
1307 Work area. Excavated material (as defined in Division 3 above) shall be used as backfill
1308 following placement of Large Wood and slash (as directed by the Owner's
1309 Representative). Backfilled material at Large Wood Placement locations shall be placed
1310 in lifts of 12 inches and compacted with the bucket of an excavator or similar means.

1311
1312 The Engineers may direct the Contractor to cut or break logs to facilitate field-fit
1313 installation of Large Wood.

1314
1315 Deep Planted Tubelings are shown in the Plans at locations and quantities to be
1316 installed during construction of Large Wood Structures.

- 1317 1. If air temperatures are above 80 degrees during installation, apply water to the
1318 Deep Planted Tubelings work area during installation to reduce ambient air
1319 temperatures and reduce heat stress on Deep Planted Tubelings.
- 1320 2. Deep Planted Tubelings shall be stored where they are continually shaded and
1321 protected from wind. Deep Planted Tubelings shall be protected from drying at all
1322 times.

1323
1324 **8-27.4 Measurement**

1325
1326 "WDFW Type 1 Log Jam - Channel Spanning" will be measured per each.

1327
1328 "WDFW Type 2 Log Jam - Flow Spreader" will be measured per each.

1329
1330 "WDFW Type 3 Log Jam - Bank Jam" will be measured per each.

- 1331
1332 “Bank Buried Structure”, per each
1333
1334 “Channel Spanning Structure”, per each
1335
1336 “Mid-Channel Structure”, per each.
1337
1338 “Backwater Alcove Wood”, per each completed site.
1339
1340 Cobble/Boulder backfill of Channel Spanning Structures and Mid-Channel Structures
1341 shall be Embankment incidental to Channel Excavation Incl. Haul. Excavation and
1342 backfill associated with burying portions of Large Wood at Channel Spanning Structures
1343 and Bank Buried Structures shall be incidental to Large Wood.
1344
1345 There will be no measurement for Large Wood installed as Incorporate Large Wood into
1346 Partial Channel Fill nor Floodplain Roughness Wood.
1347
1348 Installation of Deep Planted Tubelings shall be incidental to Large Wood.
1349
1350 No additional payment will be made for harvest, haul, stockpiling, and handling Large
1351 Wood.
1352 Installation of Slash is incidental to Large Wood.
1353
1354 **8-27.5 Payment**
1355
1356 “WDFW Type 1 Log Jam - Channel Spanning”, per each.
1357
1358 “WDFW Type 2 Log Jam - Flow Spreader”, per each.
1359
1360 “WDFW Type 3 Log Jam - Bank Jam”, per each.
1361
1362 “Bank Buried Structure”, per each
1363
1364 “Channel Spanning Structure”, per each
1365
1366 “Mid-Channel Structure”, per each.
1367
1368 “Backwater Alcove Wood”, per each.
1369
1370 “Incorporate Large Wood into Partial Channel Fill”, lump sum
1371
1372 “Floodplain Roughness Wood”, lump sum
1373
1374 The unit contract price paid for “WDFW Type 1 Jam”, “WDFW Type 2 Jam”, and
1375 “WDFW Type 3 Jam”, “Bank Buried Structure”, “Channel Spanning Structure”, “Mid-
1376 Channel Structure”, and “Backwater Alcove Wood” shall include full compensation for
1377 furnishing all labor, materials, tools, equipment and incidentals for completing all Work
1378 required for installation as described in the Plans and these Special Provisions which

1379 may include, but is not limited to the following: temporary staging of woody material;
1380 hauling, and placement of any additional necessary materials as shown on the project
1381 plans; excavation and backfill associated with placement of Large Wood, placement of
1382 Large Wood and slash, and other work that may be needed.
1383

1384 No payment shall be made until the Engineers has reviewed and approved all
1385 completed Large Wood placements. Any deficiencies noted shall be the responsibility of
1386 the Contractor and payment will not be released until the noted deficiencies are
1387 addressed to the satisfaction of the Engineers.
1388

1389
1390 **8-28 Vacant**

1391 Section 8-28 is revised to read:
1392 (*****)

1393
1394 **8-28 Floodplain GRADING and Loose Wood Treatment in WDFW Site**

1395
1396 **8-28.1 Description**

1397
1398 The Work includes final grading and Loose Wood placement in accordance with the
1399 Plans. The final placement of wood and slash, and grading shall be considered fit-in-
1400 the-field and will be directed by the Engineers.
1401

1402 In the WDFW Site, the Work will be conducted after rough grades are met and Type 1,
1403 2 and 3 Large Wood Jam structures are constructed.
1404

1405 **8-28.2 Materials**

1406
1407 Material listed in Section 8-27.2 will be utilized for the Work.
1408

1409 An unknown quantity of Slash will be developed by Clearing and Grubbing. This Slash
1410 will be stockpiled for use in Floodplain Grading and Loose Wood Treatment areas as
1411 directed by the Engineers.
1412

1413 Full salvaged trees on-site developed during Clearing and Grubbing will be stockpiled
1414 and used in the Work as shown on the Plans and directed by the Engineers.
1415

1416 **8-28.3 Construction Requirements**

1417
1418 **8-28.3(1) General**

1419
1420 The Contractor shall grade the site generally as shown on the Plans and details. A mix
1421 of pools, shallow channels, and Loose Wood shall be distributed through the Work area,
1422 as directed by the Engineers. Final grades achieved with this Work will be within ± 1 foot
1423 of target grades shown on Plans.
1424

1425 The Contractor shall place Loose Wood and slash, generally as shown on the Plans but
1426 with field-fit placement and adjustment. Placing Loose Wood requires careful

1427 manipulation of large and small pieces of wood. The Engineers may request
1428 adjustments during placement of Loose Wood to achieve the desired conditions. Final
1429 approval of the Work area will be required by the Engineers prior to leaving the site.

1430

1431 **8-28.4 Measurement**

1432

1433 There will be no measurement of "Floodplain Grading and Loose Wood Treatment".

1434

1435 There will be no measurement of Slash. Installation of Slash is incidental to other items.

1436

1437 **8-28.5 Payment**

1438

1439 "Floodplain Grading and Loose Wood Treatment" will be paid as Lump Sum.

1440

1441

1442 **8-31 TEMPORARY STREAM DIVERSION**

1443 Section 8-31.3(1)A is supplemented with the following:

1444 (*****)

1445

1446 The design flow rate during the In-Water Work Window is 8 cfs.

1447

1448 End of Division 8

1449

1450 **DIVISION 9**

1451

1452 **9-14 EROSION CONTROL AND ROADSIDE PLANTING**

1453

1454 **9-14.3 Seed**

1455 9-14.3 is supplemented with the following:

1456 (*****)

1457

1458 Contractor shall provide documentation of provisional seed zone, or elevation and latitude
1459 and longitude of source material, to Owner's Representative and Engineer no less than
1460 one month prior to seed application.

1461

1462 **9-14.7 Plant Materials**

1463 9-14.7(1) is supplemented with the following:

1464 (*****)

1465

1466 Wetland Sod Mats will be 100% biodegradable rectangular shaped mat; anticipated
1467 dimensions are 16.2 feet long and 3.2 feet wide. These will be provided by the Owner's
1468 Representative.

1469

1470 End of Division 9

1471

1472 **Permits**

1473 The Owner's Representative has obtained or is in the process of obtaining the following
1474 permits, approvals, and certifications:

- 1475 i. Hydraulic Project Approval ("HPA")
1476 ii. Clean Water Act Section 401
1477 iii. Clean Water Act Section 404
1478 iv. Section 106 - National Historic Preservation Act
1479 v. FEMA Flood map revision
1480 vi. Washington Department of Ecology Construction Stormwater General Permit
1481 (CSWGP- will be transferred to contractor)
1482 vii. Forest Practice Application/Notification
1483 viii. Endangered Species Act consultation
1484 ix. National Historic Preservation- Sec 106
1485 x. State Environmental Policy Act
1486

1487 The **Contractor** shall develop and maintain a Stormwater Pollution Prevention Plan
1488 (SWPPP) in compliance with all applicable requirements of the Washington Department
1489 of Ecology Construction Stormwater General Permit (CSWGP). The **Contractor** is
1490 solely responsible for ensuring full compliance with all terms and conditions of the
1491 CSWGP, including monitoring, reporting, and implementing stormwater controls as
1492 required. Permit coverage must be obtained prior to commencement of any ground-
1493 disturbing activities.
1494

1495 **Final Permits**

1496 The Owner's Representative will provide copies of the final permits to the **Contractor**
1497 prior to the start of construction. The **Contractor** is required to have copies of the
1498 permitting documents on site at all times during construction. The **Contractor** shall be
1499 solely responsible for compliance with these permits. The **Contractor** shall abide by
1500 the Industrial Fire Precaution Levels and the Forest Fire Protection Requirements for
1501 Operations on or Near Forest Land.
1502

1503 The work to obtain all remaining permit documents, which may include but be not
1504 limited to IFPL waivers and any needed air quality permits, should be contained in the
1505 bid item "mobilization".
1506

1507 **Dust Control and Abatement**

1508 The Contractor shall implement dust control measures outlined in the road maintenance
1509 addenda, ensuring compliance with both federal and state environmental regulations.
1510 Dust abatement measures shall comply with:
1511

- 1512 • U.S. EPA regulations under the Clean Air Act;
1513 • Washington Administrative Code (WAC), including WAC 173-400 (General
1514 Regulations for Air Pollution Sources);
1515 • All applicable environmental protection provisions of the applicable Contract.
1516

Federal and State Funding & Wage Laws

Davis-Bacon Act Compliance/ WA State Prevailing Wages Law

This Project is being funded by grants that include state and federal funds. In particular, this Project is being funded in part with Washington State Department of Ecology, Washington Recreation and Conservation Office, and National Fish and Wildlife Foundation funds. **As such, this work is subject to the requirements of Washington State's prevailing wages laws and federal Davis-Bacon and Related Acts.** The requirements include the following:

A. The **Contractor**, and every sub-contractor shall pay the prevailing rate of wages to all workers, laborers, or mechanics employed in the performance of any part of the work in accordance with Washington State public works law (RCW 39.12) and the rules and regulations of the Department of Labor and Industries. WAC 296-127-025, provides the following for the applicability of joint federal-state standards:

(1) When a public works project is subject to the provisions of the Washington state public works law, chapter 39.12 RCW as applicable, and the Federal Davis-Bacon and related acts, the contractor and every subcontractor on that project must pay at least the Washington state prevailing wage rates, if they are higher than the federal prevailing wage rates for the project unless specifically preempted by federal law.

(2) When the federal prevailing wage rates are higher than the Washington state prevailing wage rates, the contractor shall pay the federal rate as required by federal law.

B. The schedule of prevailing wage rates for the locality of the work is determined by the Industrial Statistician of the Department of Labor and Industries. The Washington State Prevailing Wages are online at <https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx>. Davis Bacon wage and fringe benefit rates for Heavy Construction Projects for Kittitas County, Washington State, are available on-line at: beta.sam.gov. It is the **Contractor's** responsibility to verify the applicable Davis-Bacon and Washington State Prevailing Wage rates.

C. Before commencing the work, the **Contractor** shall file a statement under oath with Yakama Nation Fisheries and with the Washington State Director of Labor and Industries certifying the rate of hourly wage paid and to be paid each classification of laborers, workers, or mechanics employed upon the work by the **Contractor** and subcontractors. Such rates of hourly wage shall not be less than the prevailing wage rate or Davis Bacon wage rate, whichever is higher, if the Project is being funded by both.

D. Disputes regarding prevailing wage rates shall be referred for arbitration to the Washington State Director of the Department of Labor and Industries. The arbitration decision shall be final and conclusive and binding on all parties involved in the dispute as provided for by RCW 39.12.060.

E. Each Application for Payment submitted by **Contractor** shall state that prevailing wages have been paid in accordance with the pre-filed statement(s) of intent, as

1559 approved. Copies of the approved intent statement(s) shall be posted on the job site
1560 with the address and telephone number of the Industrial Statistician of the
1561 Department of Labor and Industries where a complaint or inquiry concerning
1562 prevailing wages may be made.

1563 F. In compliance with chapter 296-127 WAC, the **Contractor** shall pay to the
1564 Washington State Department of Labor and Industries, the currently established
1565 fee(s) for each statement of intent and/or affidavit of wages paid submitted to the
1566 Department of Labor and Industries for certification.
1567

1568 Work Schedule

1569 During the in-water work window, project work shall be conducted Monday through
1570 Friday. We anticipate that this project will start in the beginning of May with work in the
1571 upland areas. Timing for in-water work is anticipated from July 16, 2026 to October
1572 30th, 2026.

1573
1574 The Owner's Representative reserves the right to change or delay the work schedule at
1575 any time. **NO WORK SHALL BEGIN WITHOUT THE WRITTEN APPROVAL OF THE**
1576 **OWNER'S REPRESENTATIVE.** If the **Contractor** fails to begin work within five days
1577 of the Owner's Representative's written notice to proceed, the Owner's Representative
1578 has the right to avoid further delay by terminating the applicable Contract or hiring an
1579 alternate **Contractor**. The **Contractor** will work with the Owner's Representative to
1580 schedule the work. The **Contractor** shall notify the Owner's Representative at least six
1581 days but not more than twelve days prior to the start of instream work.
1582

1583 The **Contractor** has five days to sign the applicable Contract once it has been provided
1584 by the Owner's Representative. After executing the applicable Contract, the
1585 **Contractor** shall provide proof of insurance to the Owner's Representative. If the
1586 **Contractor** fails to timely sign the applicable Contract or provide proof of insurance, the
1587 bid deposit shall be forfeited and the Owner's Representative shall be released from the
1588 Contract's obligations. In which case, another **Contractor** shall be selected. If the
1589 **Contractor** experiences circumstances beyond their control that prevent return of the
1590 applicable Contract documents within five working days after the Award date, the
1591 Owner's Representative may extend the deadline for return of the documents, provided
1592 the Owner's Representative determines, in writing, that the circumstances warrant it.
1593 The applicable Contract shall only become effective when signed by the Owner's
1594 Representative. Prior to the Owner's Representative's signature, any and all costs
1595 incurred shall be the sole responsibility of the bidder. At the mutual agreement of the
1596 parties, additional work may be added to the applicable Contract.
1597

1598 Insurance

1599 The **Contractor** shall maintain the following insurance and shall submit certificates
1600 verifying such to the Owner's Representative by May 1, 2026 prior to commencing any
1601 work hereunder:
1602

1603 (1) A bid bond at 5% of the total contract amount;

- 1604 (2) Performance bonds at 100% of the original contract price for construction contracts
1605 exceeding \$150,000;
- 1606 (3) Payment bonds at 100% of original contract price if **Contractor** plans to subcontract
1607 work;
- 1608 (4) Applicable Federal and State workers' compensation and occupational disease
1609 liability coverage of at least \$100,000;
- 1610 (5) Commercial automobile and vehicle liability insurance covering claims for injuries to
1611 members of the public and/or damages to property of others arising from use of motor
1612 vehicles, including onsite and offsite operations, and owned, non-owned, or hired
1613 vehicles, with \$1,000,000 combined single limits;
- 1614 (6) Commercial general liability insurance covering claims for injuries arising out of any
1615 negligent act or omission of the **Contractor** or of any of its employees, agents, or
1616 subcontractors, with \$1,000,000 combined single limits; and Yakama Nation Fisheries
1617 as an additional insured; and
- 1618 (7) Environmental impairment liability insurance of at least \$1,000,000 per occurrence,
1619 including coverage for the clean-up, removal, storage, disposal, transportation and/or
1620 use of pollutants; and naming Yakama Nation, its officials, officers, employees and
1621 agents as additional insured. The **Contractor's** policy shall be primary to any
1622 insurance of Yakama Nation.

1623
1624 All insurance certificates must state that the insurance carrier will provide thirty (30)
1625 days' notice of any cancellation of the policies. To Yakama Nation Tribal Leadership.

1626
1627

1628 **Bids, Bid Selection & Inquiries**

1629 **Bid Procedures**

1630 Bidder shall fill out the attached Bid Form, subject to the Bid Quantities as summarized
1631 in the attached Bid Tabulation Sheet. All bids shall include a breakdown of line items
1632 included in the unit price for lump sum Bid items. All bids must be signed in ink or via
1633 electronic signature. In addition to all of the requirements stated herein, each proposed
1634 bid shall also be governed by the conditions contained in the appendices attached
1635 hereto.

1636

1637 **Bids will be accepted by email or hand carried.**

1638

1639 **Bids submitted via email; must be submitted by sending a signed .pdf version of**
1640 **the bid to rossb@yakamafish-nsn.gov prior to 12:00 p.m. PST on Monday, March**
1641 **30th, 2026. No bids will be accepted after that time.** Receipt of any Addenda must
1642 be noted on the email transmitting the bid.

1643

1644 **Hand delivered bids:** Inside of a cover envelope, submit the bid in a second sealed
1645 envelope marked with "Bid for West Fork Teanaway River Floodplain Restoration" and
1646 the bidder's name. Email Brandon Rossi at ross@yakamafish-nsn.gov for the location
1647 for hand carried bids.

1648

1649 The **Contractor** shall submit an electronic copy of the bid bond. Any standard bid form
1650 is acceptable. An email confirmation of receipt will be provided as soon as possible
1651 following Yakama Nation's receipt of a bid.

1652
1653 Bidder shall submit the following with the bid:

- 1654 A. Bid Form and Tabulation Sheet,
- 1655 B. Bid bond
- 1656 C. Temporary Construction Access and Staging Plan,
- 1657 D. Temporary Site Isolation and Water Management Plan,
- 1658 E. Anticipated log delivery schedule, and
- 1659 F. Responses to Supplemental Criteria section below.

1660
1661 Prospective bidders may not condition their bids. The award will be made to the best
1662 value bid.

1663
1664 Bids will be publicly opened as required by Yakama Nation Grants and Contracts
1665 Manual_T117-17. Email Brandon Rossi at rossb@yakamafish-nsn.gov for an invitation
1666 to the bid opening.

1667
1668 All unit prices shall apply to any quantity of Work and any location within the Project
1669 Area shown on the Plans.

1670 1671 **Bid Tour**

1672 A virtual bid tour for prospective bidders will take place on **Wednesday, March 4th,**
1673 **2026, at 8:00 a.m. PST.** To receive an invitation, email Brandon Rossi at
1674 rossb@yakamafish-nsn.gov no later than **Monday, March 2nd, 2026, by 4:00 p.m.**
1675 **PST.** This deadline ensures sufficient time for processing and distribution.

1676 1677 **Inquiries**

1678 Prospective bidders may request clarification concerning information contained in this
1679 bid package by submitting a written statement or question to the Project Manager **no**
1680 **later than 11:00 a.m. on Friday, March 6th, 2026.** Such questions should be
1681 submitted by email to rossb@yakamafish-nsn.gov.

1682
1683 The statement/question shall be answered in writing by the Project Manager **no later**
1684 **than 4:00 p.m. on Friday, March 13th, 2026.** The Owner's Representative's response
1685 shall become an addendum to this Bid Package by this reference, and also shall be
1686 sent by e-mail to all potential bidders that have requested a copy of this Bid Package.
1687 Prospective bidders must provide e-mail addresses to receive any possible response.
1688 Failure to receive any such addenda shall not relieve such Bidder of fulfilling any
1689 contract modifications contained therein. The Bidder shall be responsible to ascertain
1690 that all addenda issued have been received prior to submittal of a bid.

1691 1692 **Withdrawal of Bid**

1693 Any bid may be withdrawn prior to the scheduled time for the opening of bids or
1694 authorized postponement thereof. Any bid received after the time and date specified
1695 shall not be considered.

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In the event a bidder discovers an error in its bid, the Bidder may request to withdraw their bid by providing written notification via email to Yakama Nation Fisheries at rossb@yakamafish-nsn.gov by **Monday, April 13th, 2026 at 11:00 a.m. PST.**

No bidder may withdraw a bid within 60 days after the actual date of the opening thereof. Should there be reasons why the Applicable Contract cannot be awarded within the specified period; the time may be extended by mutual agreement between Yakama Nation and the lowest responsive bidder.

Contractor Selection

The award of contract, if awarded, will be made to the best value responsible bidder deemed responsive by the Owner’s Representative, whose bid conforms to the requirements of these specifications, and whose past record of performance on work of similar complexity and magnitude indicates that said bidder is qualified to carry out the obligations of the applicable Contract and to complete the work contemplated therein. Specifically, the amount of the bid, as well as the responsiveness and responsibility criteria will be reviewed. Award shall be based on cost (40%), qualifications and experience (20%), adequacy and merit of approach (30%) and project schedule (10%), as described in Supplemental Criteria. In addition, as a condition of the award, the Bidder must agree to verify that all subcontractors are also in compliance with the “responsibility” criteria as specified in RCW 36.06.

Indian Preference

Provided that if there are multiple responsive best value bids from responsible bidders, Yakama Nation will give preference to and select the low bid received from:

1. A certified 100% Yakama owned business (“Yakama Preference Contractor”); or if there are no such bidders, then
2. A certified Indian owned business that is at least 51% Indian-owned (“Indian Preference Contractor”); or if there are no such bidders, then
3. A non-Indian owned business.

To be given preference as a Yakama Preference Contractor or Indian Preference Contractor, **Contractor’s** bid must include a certification of such status issued by the Yakama Nation Tribal Employment Rights Office.

In addition, as a condition of the award, the Bidder must agree to verify that all subcontractors are also in compliance with the “responsibility” criteria as specified in RCW 36.06.

Responsive Criteria

A Bidder’s responsiveness will be determined in part by a review of: (i) the completeness of their bid; (ii) their bid’s compliance with all Bid Package requirements; (iii) whether their bid includes all required information; and (iv) whether their bid includes any modifying conditions.

1742 **Responsibility Criteria and Appeals**

1743 The responsibility of the Bidder will be evaluated by applying required and supplemental
1744 criteria.

1745
1746 **Required Criteria**

1747 Pursuant to the directives contained in RCW 39.04, proof of compliance with the
1748 following criteria must be provided by the Bidder for there to be a determination that the
1749 bid is acceptable as being a “responsible” bid:

- 1750 a. the Bidder must have a certificate of registration in compliance with Chapter 18.27
1751 RCW;
- 1752 b. the Bidder must have a current state Unified Business Identifier number;
- 1753 c. the Bidder must have industrial insurance coverage for the bidder’s employees
1754 working in Washington as required in Title 51, RCW, an Employment Security
1755 Department number as required in Title 50 RCW; and a state excise tax
1756 registration number as required in Title 82 RCW, unless proof is provided that
1757 these items are not required of the bidder; and
- 1758 d. the Bidder must not be debarred or disqualified from bidding on any public works
1759 contract under RCW 39.06.010 or 39.12.065(3).
- 1760 e. The bidder must meet all supplemental criteria requirements.

1761
1762 **Supplemental Criteria**

1763 The determination of whether a Bidder is “responsible,” is subject to the following
1764 supplemental criteria: Qualification and Experience, Adequacy and Merit of Approach,
1765 and Feasibility of Project Schedule.

1766
1767 1. Qualifications and Experience

1768 The CONTRACTOR shall have successfully completed at least three (3) public
1769 works projects¹ in the State of Washington, each such project to have a contract
1770 value in excess of \$1,000,000, since January 1, 2021.

1771
1772 1) Criteria

- 1773 a. “Successfully completed” means that the projects listed were
1774 satisfactorily completed with no fines levied or shutdowns instituted
1775 and did not require the Surety company or the Owner to complete
1776 the project.
- 1777
1778 b. In evaluating whether these criteria are met, the Owner may check
1779 references for the previous projects and may evaluate the project
1780 owner’s satisfaction with the Contractor’s performance, including
1781 but not limited to the following areas: quality control; safety record;
1782 timeliness of performance; use of skilled personnel; availability of
1783 and use of appropriate equipment; compliance with contract
1784 documents; and management of submittals process, change
1785 orders, and close-out.

¹ For the purposes of these criteria, “public works projects” include projects for which state or federal prevailing wage was required but may have been completed by an entity that is not a local, state or federal agency.

1787 c. Bidder's previous projects in the State of Washington shall include
1788 at least two stream restoration projects involving multi-agency
1789 coordination, environmental protection measures, field surveying
1790 for project layout and construction verification, restoration and
1791 implementation of newly constructed channels and adjacent
1792 floodplain, stream log and rock structures, erosion control and
1793 planting, and equipment availability and operator experience.
1794 Track-hoe operator(s) must have a demonstrable experience
1795 record and have a minimum of 1,000 hours' experience in
1796 river/stream restoration projects.

1797
1798 d. The Contractor or their revegetation subcontractor must
1799 demonstrate a minimum of five years of revegetation experience,
1800 including riparian planting and reforestation. Qualified contractors
1801 will have experience with deep-planting techniques that resulted in
1802 successful establishment of riparian trees and shrubs from rooted
1803 plant material.

1804
1805 2) Documentation: The Bidder shall submit a list of projects meeting the
1806 criteria stated above. The information about each project shall include the
1807 following

- 1808 a. Quality of project and quality control
- 1809 b. Management of safety and safety record;
- 1810 c. Timeliness of performance
- 1811 d. Use of skilled personnel
- 1812 e. Management of subcontractors
- 1813 f. Availability and use of appropriate equipment
- 1814 g. Compliance with contract documents;
- 1815 h. Management of Schedule, submittals process, and change order
1816 and close out.

1817 1818 2. Adequacy and Merit of Approach

1819 The Contractor shall demonstrate a full understanding of the Project and its
1820 objectives as defined in the design drawings and specifications through a
1821 detailed description of the planned construction approach, including schedule,
1822 staging, and sequencing. The description will fully articulate the Contractor's
1823 understanding of the Project relative to the complexities discussed in this RFB as
1824 well as compliance with environmental regulations and BMPs. The Contractor will
1825 describe the management approach that will be used when addressing key
1826 issues of the Project, including but not limited to: avoiding conflicts, facilitating
1827 reviews, budget control, conflict resolution, scheduling, change order
1828 management, project closeout, and any discrepancies, lack of clarity, or other
1829 questions arising from evaluation of the design plans and specifications.

1830 1831 3. Feasibility of Project Schedule

1832 The Contractor shall provide a detailed timeline or schedule describing tasks to
1833 be completed, project milestones, and the time necessary to complete each task

1834 as well as the overall Project, and provide evidence that adequate management
1835 effort, support staff, and resources will be committed to the timely completion of
1836 the Project.

1837
1838 The Owner welcomes cost-effective alternatives to expedite the proposed
1839 implementation schedule. These alternatives must be provided as an optional
1840 line item in addition to the original cost proposal. If approved by the Owner, the
1841 construction drawings and specifications will be revised through design change
1842 and/or field change notices as applicable.

1843
1844 The Bidder should address all of these items in their bid. In the event a determination is
1845 made that the lowest responsive Bidder is not “responsible,” or does not meet all the
1846 required and supplemental criteria, a written explanation for the reasons for this
1847 determination will be sent to the Bidder’s address.

1848
1849 The bidder may appeal any adverse determination on the issue of “responsibility.” Any
1850 such appeal must be submitted in writing, received by Yakama Nation Fisheries within
1851 fourteen (14) calendar days of the date noted on the written determination. The Bidder
1852 appealing this determination may provide additional information in their written appeal.
1853 A final determination on the Bidder’s appeal will be issued prior to the execution of any
1854 contract. The applicable Contract may be awarded to another bidder if the appeal is
1855 denied.

1856 1857 **Non-Discrimination**

1858 The **Contractor** shall not discriminate on the grounds of race, color, sex, age, or
1859 national origin, and in the selection and retention of employees and subcontractors,
1860 including, but not limited to, services for procurement of materials and leases of
1861 equipment. Notwithstanding the foregoing, the **Contractor** shall comply with TERO
1862 laws (see Bid Package page 1).

1863
1864 In accordance with the legislative findings and policies set forth in Chapter 39.19 RCW,
1865 the State of Washington encourages participation in all of its contracts by Minority and
1866 Women’s Business Enterprises (“MWBE”) firms certified by the Office of Minority and
1867 Women’s Business Enterprises. Participation may be either on a direct basis in
1868 response to this invitation or as a subcontractor to a bidder. However, unless required
1869 by federal statutes, regulations, grants, or contract terms referenced in the applicable
1870 Contract documents, no preference will be included in the evaluation of bids, no
1871 minimum level of MWBE participation shall be required as a condition for receiving an
1872 award and bids will not be rejected or considered non-responsive on that basis. Any
1873 affirmative action requirements set forth in federal regulations or statutes included or
1874 referenced in the applicable Contract documents will apply.

1875 1876 **Invoice & Payment**

1877 The **Contractor’s** invoice(s) should be sent via email to Yakama Nation at
1878 rossb@yakamafish-nsn.gov . The **Contractor** will not invoice more frequently than
1879 monthly. Payments will be made for work performed and materials furnished under the
1880 applicable Contract, according to the prices in the bid form. The Owner’s

1881 Representative will make payment(s) to the **Contractor** as soon as possible and within
1882 sixty (60) days of receipt of the **Contractor's** invoice. Invoices will be subject to a five
1883 percent (5%) retainage until final inspection and approval of the work.
1884

1922 Please describe your experience with projects of similar complexity and magnitude.
1923 Specifically, detail your experience reconstructing streambeds, constructing engineered
1924 logjams and/or placing boulders and loose wood for stream restoration purposes.
1925 Please emphasis any experience with "Stage 0" type restoration. Include project names,
1926 locations, dates, scope of work, and any relevant outcomes or lessons learned. If
1927 additional space is needed, please attach a separate document to your submission.

1928 _____
1929 _____
1930 _____
1931 _____
1932 _____
1933 _____
1934 _____
1935 _____
1936 _____
1937 _____
1938 _____
1939 _____
1940 _____
1941 _____
1942 _____
1943 _____

1944 Provide additional information regarding how you intend to accomplish the work, or any
1945 other information that will help us evaluate your bid. Include what equipment will be used
1946 to place boulders and logs and any suggestions or information regarding other woody
1947 material or restoration elements as specified in the bid package.

1948 _____
1949 _____
1950 _____
1951 _____
1952 _____
1953 _____
1954 _____
1955 _____
1956 _____
1957 _____
1958 _____
1959 _____

1960 List names and addresses of major material suppliers and subcontractors. Describe
1961 what work will be subcontracted:

1962 _____
1963 _____
1964 _____
1965 _____
1966 _____
1967 _____
1968 _____
1969 _____
1970 _____
1971 _____

1972
1973 Who will conduct the revegetation work? How will it be sequenced with the construction
1974 work? What equipment and which personnel will be utilized? Please describe the bidder
1975 or subcontractor's experience with deep-planting techniques that resulted in successful
1976 establishment of riparian trees and shrubs from rooted plant material. Attach three
1977 project references that demonstrate proficient use of mechanical deep planting methods
1978 and successes of referred projects, with evidence of high plant survival (>75%) in
1979 planted projects 1 year or greater after planting.

1980 _____
1981 _____
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1986 _____
1987 _____
1988 _____
1989 _____
1990 _____
1991 _____
1992 _____
1993 _____
1994 _____
1995 _____
1996 _____
1997 _____

1998 As part of the bid process, could you please confirm whether you have contacted the
1999 Tribal Employment Rights Office (TERO) for compliance regarding the project?

2000 _____
2001 _____
2002 _____
2003 _____
2004 _____
2005 _____
2006 _____

Table of Bid Item Costs:

Item No.	WSDOT Spec #	Item Name	Unit	QTY	Unit Price	Extended Price
1	1-05	Surveying	LS	1		
2	1-07	SPCC Plan	LS	1		
3	1-08	Type B Progress Schedule	LS	1		
4	2-01 SP	Mobilization	LS	1		
5	2-02 SP	Site Access Improvements and Restoration of Existing Forest Roads	LS	1		
6	2-04 SP	Project Temporary Traffic Control	LS	1		
7	3-01 SP	Clearing and Grubbing	AC	21		
8	3-01 SP	Mechanical Thinning	LS	1		
9	3-01 SP	Parking Area Restoration	LS	1		
10	3-01 SP	Roadside Cleanup	LS	1		
11	3-03 SP	Channel Excavation Incl. Haul – WDFW Reach (RM 6.75-7.2)	CY	3500 0		
12	3-03 SP	Channel Excavation Incl. Haul - IFI Reach - Site 1	CY	1700 0		
13	3-03 SP	Channel Excavation Incl. Haul - IFI Reach - Site 2	CY	1130 0		
14	3-03 SP	Channel Excavation Incl. Haul - IFI Reach - Site 3	CY	8450		
15	3-03 SP	Channel Excavation Incl. Haul - IFI Reach - Site 4	CY	5000		
16	3-03 SP	Channel Excavation Incl. Haul - IFI Reach - Site 5	CY	2600		
17	3-03 SP	Channel Excavation Incl. Haul - IFI Reach - Site 6	CY	60		
18	3-03 SP	Channel Excavation Incl. Haul - IFI Reach - Site 7	CY	400		
19	8-01	Erosion Control and Water Pollution Prevention	LS	1		
20	8-02 SP	Live Plant Installation	LS	1		
21	8-02 SP	Seeding and Straw Mulch	AC	14		
22	8-02 SP	Wetland Sod Mat Installation	LS	1		
23	8-02 SP	Wetland Seed	AC	0.4		
24	8-02 SP	Erosion Control Blankets, Purchase/Deliver/Install	AC	0.4		
25	8-27 SP	WDFW Type 1 Log Jam - Channel Spanning	EA	5		
26	8-27 SP	WDFW Type 2 Log Jam - Flow Spreader	EA	7		
27	8-27 SP	WDFW Type 3 Log Jam - Bank Jam	EA	5		
28	8-27 SP	Bank Buried Structure	EA	33		
29	8-27 SP	Channel Spanning Structure	EA	7		
30	8-27 SP	Mid-Channel Structure	EA	4		
31	8-27 SP	Backwater Alcove Wood	EA	3		
32	8-27 SP	Incorporate Large Wood into Partial Channel Fill	LS	1		

33	8-27 SP	Floodplain Roughness Large Wood	LS	1		
34	8-28 SP	Floodplain Grading and Loose Wood Treatment (WDFW)	LS	1		
35	8-31 SP	Temporary Stream Diversion	LS	1		
					SUBTOTAL	
					TOTAL	

2008

2009 I, _____, certify that I am available to meet the work timeline
2010 as outlined in this Bid Package, and that I have the experience and equipment
2011 necessary for providing quality services as described in this Bid Package.
2012

2013 **Contractor shall** be required to comply with the requirements as stated in the attached
2014 **CONTRACTOR'S BID PACKAGE.**

2015

2016 BID SUBMITTED BY:

2017

2018

Typed or printed name

Title

2019

2020

2021
2022 SIGNATURE:

2023

2024

Date

2025

2026 **APPENDIX A.**

2027 **CONSTRUCTION SERVICES AGREEMENT**

2028
2029 BETWEEN:

2030
2031
2032
2033 THE CONFEDERATED TRIBES AND BANDS OF THE YAKAMA NATION

2034 on behalf of its Fisheries program
2035 P.O. Box 151 / 401 Fort Road
2036 Toppenish, WA 98948
2037 General Phone: (509) 865-5121
2038 Program Phone: 509-831-3565
2039 (HEREAFTER "YAKAMA NATION")
2040

2041 AND

2042
2043 [CONTRACTOR NAME]

2044 Address Line 1
2045 Address Line 1
2046 Phone:

2047 (HEREAFTER "CONTRACTOR")
2048

2049 This Construction Services Agreement ("Agreement") is executed by and between Contractor and
2050 Yakama Nation, a federally recognized sovereign Nation pursuant to the Treaty with the Yakamas
2051 of 1855 (12 Stat. 951). Contractor and Yakama Nation may be collectively referred to herein as
2052 the "Parties," and each may be referred to as a "Party."
2053

2054 1. TERM

2055
2056 The effective term of this Agreement shall be from May 1, 2026, through December 31,
2057 2026, absent a valid termination action in accordance with the express terms of this
2058 Agreement.
2059

2060 2. PERFORMANCE

2061
2062 Contractor agrees to perform the services set forth in the attached scope of work,
2063 Exhibit "A" (collectively, the "Services"), which is incorporated by reference in this
2064 Agreement.
2065

2066 3. COMPENSATION

2067
2068 A. *Maximum Compensation.* The **total compensation amount** approved by
2069 Yakama Nation for this Agreement is limited to, and **shall not exceed** _____ (**\$**_____);

2070 which amount shall include any and all compensation for the Services as described
2071 herein and set forth in detail in the budget attached as Exhibit "B". If Exhibit "B"
2072 describes separate and specific maximum compensation amounts for services and
2073 expenses, then at the end of the term of this Agreement, any remaining balance in the
2074 amount allocated for expenses may be used by Yakama Nation, at its sole discretion, to
2075 cover fees for authorized services, so long as the total compensation amount set forth
2076 above is not exceeded.

2077
2078 B. *Invoicing, Progress Reports and Payment of Compensation.* Yakama Nation
2079 shall compensate Contractor according to the billing rate(s) and/or fee schedule(s) set
2080 forth in Exhibit "C" in an amount not to exceed that stated above. Contractor shall
2081 submit monthly invoices and appropriate supporting documentation to Yakama Nation,
2082 including a progress report that provides of brief summary of daily activities associated
2083 with services performed and completed by Contractor. Unless the Parties agree in writing
2084 to different terms, invoice periods shall begin on the first day of each month and end on
2085 the last day of each month. Invoices shall be submitted by Contractor to Yakama Nation's
2086 designated staff contact within fifteen (15) days after the end of the month in which the
2087 services were provided and/or expenses were incurred. Contractor waives the right to
2088 receive full payment on invoices submitted more than sixty (60) days following the end
2089 of the proper invoice period. If a question or concern arises regarding an item on an
2090 invoice, Yakama Nation shall notify Contractor of the question or concern. Within five (5)
2091 business days following such notification, Contractor shall take action to sufficiently
2092 explain or correct the item, or Contractor shall be deemed to have waived their right to
2093 demand payment for the item.

2094
2095 C. *Availability of Funds.* Notwithstanding any other provisions of this Agreement,
2096 Contractor understands and agrees that compensation for services and expenses under
2097 the terms of this Agreement shall be contingent upon the availability of funds (a) placed
2098 to the credit of Yakama Nation in the Treasury of the United States, (b) appropriated by
2099 Congress, or (c) from local funds maintained in the name of Yakama Nation.

2100
2101 D. *Federal & Grant Funds.* Contractor understands and agrees that agreements and
2102 contracts funded by federal funds or other grant funds may be subject to certain legal
2103 requirements. These may include, but are not limited to, those requirements set forth in
2104 the United States Office of Budget Management's Uniform Guidance, 2 C.F.R. Part 200,
2105 and/or the terms of an applicable source grant. Contractor agrees to comply with and
2106 utilize funds in accordance with all applicable laws, regulations, and guidelines, and with
2107 any applicable grant or contract terms, and further understands and agrees that the use
2108 of such funds may be subject to audit by the grantor agency. Contractor shall reimburse
2109 Yakama Nation for any costs of Contractor that are disallowed by a grantor.

2110
2111 4. PROPERTY DEVELOPED BY CONTRACTOR

2112
2113 Contractor agrees that it will retain no interest in the information, data, proposals,
2114 papers, copyrights, patents, or any other material or property developed, discovered,
2115 invented, and/or accumulated by Contractor in connection with the performance of this

2116 Agreement. Subject to applicable law, Contractor shall turn over such information, data,
2117 proposals, papers, copyrights, patents, discoveries, inventions, and other material or
2118 property to Yakama Nation upon the expiration or termination of this Agreement or upon
2119 request.

2120
2121 5. PUBLICATION OF INFORMATION
2122

2123 The dissemination or publication of documents, information material or other property
2124 developed or generated by Contractor during the course of this Agreement shall require
2125 the written approval of Yakama Nation.

2126
2127 6. RECORDS
2128

2129 A. Access. Subject to applicable law, Yakama Nation will provide Contractor with
2130 reasonable access to its personnel, facilities, and records necessary to the performance
2131 of this Agreement.

2132
2133 B. *Maintenance & Retention of Records; Financial Management for Accounting and*
2134 *Audits.* Contractor shall maintain and retain auditable records during the term of this
2135 Agreement and for a period of at least three (3) years following the expiration or
2136 termination of this Agreement. Contractor shall maintain its records to comply with the
2137 Audit Act of 1984, P.L. 98-502 (31 U.S.C. § 7501 et. seq., as amended) and the Office
2138 of Management and Budget's Uniform Guidance requirements set forth at, 2 C.F.R. part
2139 200, Subpart F, as amended. Contractor shall adhere to a systematic accounting
2140 method that assures timely and appropriate resolution of audit findings and
2141 recommendations in compliance with the Uniform Guidance. Subject to applicable law,
2142 Contractor agrees that Yakama Nation, the grantor agency (if applicable), the
2143 Comptroller General of the United States, or any of their duly authorized
2144 representatives, shall have timely access to Contractor's records which are pertinent to
2145 the subject matter of this Agreement and the performance of obligations contained
2146 herein, for the purpose of conducting an audit and/or examination, and/or creating
2147 excerpts and/or transcriptions.

2148
2149 7. INDEPENDENT CONTRACTORS
2150

2151 Contractor shall employ, at its own expense, all personnel and equipment reasonably
2152 necessary to perform the Services called for by this Agreement. Such personnel shall
2153 not be considered Yakama Nation employees. Contractor shall be responsible to ensure
2154 that all personnel engaged in performing Services are fully qualified to undertake the
2155 work in accordance with applicable tribal, federal, state, and local laws. Contractor shall
2156 at all times in performance of this Agreement operate as, and have the status of, an
2157 independent contractor, and will not be an agent or employee of Yakama Nation; nor
2158 will Contractor or its personnel be entitled to any employee benefits provided by
2159 Yakama Nation. The Parties are not engaged in a joint venture or partnership. Neither
2160 party can represent or bind the other. Unless otherwise expressly agreed, Contractor
2161 shall be solely responsible to secure and pay for any necessary or appropriate permits,

2162 fees, licenses, inspections, or other prerequisites necessary for proper performance of
2163 the Services called for by this Agreement.

2164
2165 8. SUBCONTRACTING

2166
2167 A. Contractor shall not be permitted to hire a subcontractor to perform the Services
2168 called for by this Agreement without express prior written consent. Any unauthorized
2169 attempt by Contractor to subcontract for such Services shall be null and void, and
2170 Contractor shall be responsible for all expenses, fees, and costs associated with any
2171 such unauthorized subcontract.

2172
2173 B. An award of this Agreement based on a bid or proposal naming specific
2174 subcontractors and identifying the portions of the work to be performed by the
2175 subcontractors shall constitute prior written consent to the hiring of the named
2176 subcontractor(s). Subcontractor selection and subcontractor employment shall be
2177 subject to applicable TERO and Indian Preference requirements described above.
2178 Contractor shall be responsible to ensure their subcontractors are in compliance with
2179 Yakama Nation TERO and Indian Preference requirements.

2180
2181 9. ASSIGNMENT OF INTEREST

2182
2183 Contractor shall not assign its interest in this Agreement, or any part thereof, including
2184 its right to receive payment for services performed, to another party. Any attempt by
2185 Contractor to assign any obligations, rights, or fees under this Agreement will be null
2186 and void, and Contractor shall be responsible for all expenses, fees, and or costs
2187 associated with any unauthorized assignment.

2188
2189 10. INDEMNIFICATION

2190
2191 Contractor shall, at its sole expense, hold harmless, indemnify, and defend Yakama
2192 Nation, Mid-Columbia Fisheries Enhancement Group, Washington Department of Fish
2193 and Wildlife, Washington Department of Natural resources, and Washington
2194 Department of Ecology and its officers, agents, employees, and assigns against any
2195 and all losses, costs, damages, expenses or other liabilities whatsoever, including
2196 reasonable attorney's fees and expenses, that arise out of or are connected with,
2197 directly or indirectly, Contractor's actions or omissions, or Contractor's agents' acts or
2198 omissions related to this Agreement, including, but not limited to, accidents or injuries to
2199 persons or property.

2200 Contractor's duty to indemnify shall not apply to liability from damages arising out of bodily
2201 injury to persons or damages to the property caused by, or resulting from, the sole
2202 negligence of either the Engineer and/or the Owner, its officers, agents and employees.

2203 Contractor's duty to indemnify for liability for damages arising out of bodily injury to
2204 persons or damages to property caused by or resulting from the concurrent negligence
2205 of Contractor's, the Engineer, and/or the Owner's agents or employees shall apply only

2206 to the extent of negligence of Contractor's, Engineer, or the Owner or their agents,
2207 employees, subcontractors and suppliers.

2208

2209

2210 11. SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK

2211

2212 A. Contractor acknowledges that it has taken steps reasonably necessary to
2213 ascertain the nature and location of the work, and that it has investigated and satisfied
2214 itself as to the general and local conditions which can affect the work or its cost,
2215 including but not limited to:

2216

2217 (1) Conditions bearing upon transportation, disposal, handling, and storage of
2218 materials;

2219 (2) The availability of labor, water, electric power, and roads;

2220 (3) Uncertainties of weather, river stages, tides, or similar physical conditions at
2221 the site;

2222 (4) The conformation and conditions of the ground; and

2223 (5) The character of equipment and facilities needed preliminary to and during
2224 work performance.

2225

2226 Contractor also acknowledges that it has satisfied itself as to the character, quality, and
2227 quantity of surface and subsurface materials or obstacles to be encountered insofar as
2228 this information is reasonably ascertainable from an inspection of the site, including all
2229 exploratory work done by Yakama Nation and information available to the public from
2230 local government agencies, as well as from the drawings and specifications made a part
2231 of this Agreement. Any failure of Contractor to take the actions described and
2232 acknowledged in this paragraph will not relieve Contractor from responsibility for
2233 properly estimating the difficulty and cost of successfully performing the work, or for
2234 proceeding to successfully perform the work without additional expense to Yakama
2235 Nation.

2236

2237 During the progress of the Work, if preexisting subsurface or latent physical conditions
2238 are encountered at the site, differing materially from those indicated in the Contract, or if
2239 preexisting unknown physical conditions of an unusual nature, differing materially from
2240 those ordinarily encountered and generally recognized as inherent in the Work provided
2241 for in the Contract, are encountered at the site, the party discovering such conditions shall
2242 promptly notify the other party in writing of the specific differing site conditions before they
2243 are disturbed and before the affected Work is performed.

2244 Upon written notification, the Owner's Representative and Engineer will investigate the
2245 conditions and if they determine that the conditions materially differ and cause an
2246 increase or decrease in the cost or time required for the performance of any Work under
2247 the Contract, an adjustment, excluding loss of anticipated profits, will be made and the
2248 Contract modified in writing accordingly. The Owner's Representative will notify the
2249 Contractor of his/her determination whether or not an adjustment of the Contract is
2250 warranted.

2251
2252
2253 B. Yakama Nation assumes no responsibility for any conclusions or interpretations
2254 made by Contractor based on the information made available by Yakama Nation. Nor
2255 does Yakama Nation assume responsibility for any understanding reached or
2256 representation made concerning conditions that can affect the work by any of its officers
2257 or agents before the execution of this Agreement, unless that understanding or
2258 representation is expressly stated in this Agreement.

2259
2260 12. PHYSICAL DATA
2261

2262 Data and information furnished or referred to below or in the attached exhibits is for
2263 Contractor's information. Yakama Nation shall not be responsible for any interpretation
2264 of or conclusion drawn from the data or information made available to Contractor.
2265 Further, Yakama Nation specifically does not warrant construction methodology that
2266 may be included in such documents.

2267
2268 (a) The indications of physical conditions on any drawings or specifications
2269 that have been provided are the result of general inspection of the site. [if
2270 applicable, insert a description of investigational methods used, such as surveys,
2271 auger borings, core borings, test pits, probing, test tunnels, etc.].
2272

2273 (b) [Write "n/a" or insert other pertinent information].
2274

2275 13. SCHEDULE FOR CONSTRUCTION
2276

2277 A. *Construction Schedule.* Unless the construction schedule is specifically
2278 addressed elsewhere in this Agreement, Contractor shall, within five (5) days after the
2279 work commences on the Agreement or another period of time determined by Yakama
2280 Nation, prepare and submit to Yakama Nation three (3) copies of a practicable schedule
2281 showing the order in which Contractor proposes to perform the work, and the dates on
2282 which Contractor contemplates starting and completing the several salient features of
2283 the work (including acquiring materials, plant, and equipment). The schedule shall be in
2284 the form of a progress chart of suitable scale to indicate appropriately the percentage of
2285 work scheduled for completion each week during the Agreement period. If Contractor
2286 fails to submit a schedule within the time prescribed, Yakama Nation may withhold
2287 approval of progress payments until Contractor submits the required schedule. Should
2288 Contractor fall behind its schedule, a revised schedule shall be forwarded with the next
2289 Contractor's request for progress payment. Additional schedules shall be furnished to
2290 Yakama Nation as soon as practicable if so requested.

2291
2292 B. *Rate of Progress.* With any and each partial payment request, Contractor shall
2293 submit a copy of the last submitted schedule annotated to indicate actual progress
2294 made to date. If at any time, in the opinion of Yakama Nation, Contractor has fallen
2295 behind the schedule to an extent which would jeopardize timely completion, Contractor
2296 shall take the steps necessary to improve its progress, including those that may be

2297 required, to enable timely completion without additional cost to Yakama Nation. Such
2298 steps may include, but are not limited to, increasing the number of shifts, the amount of
2299 overtime, days of work per week, and/or the amount of construction plant being utilized.
2300 Contractor shall submit any supplementary schedules Yakama Nation deems necessary
2301 to demonstrate how the rate of progress necessary for timely completion will be
2302 regained.

2303
2304 The timely completion of this work is essential to the Owner. The Owner will incur serious
2305 and substantial special, incidental and consequential damages if the Work is not
2306 completed within the Contract Time. Because the actual damages are difficult to
2307 ascertain, the parties agree that Contractor shall pay the Owner (not as a penalty but as
2308 liquidated damages to compensate for the delay damages it is reasonably estimated that
2309 the Owner would incur) the amount of \$750 per day for each additional day beyond the
2310 Contract Time that Completion of the Work is delayed for which Contractor bears
2311 responsibility. Assessment of liquidated damages does not replace or preclude recovery
2312 by the Owner of other actual damages due to a failure of performance by Contractor.

2313
2314 Liquidated damages will not be assessed for any days for which an extension of time is
2315 granted. No deduction or payment of liquidated damages will, in any degree, release the
2316 Contractor from further obligations and liabilities to complete the entire Contract.

2317
2318
2319 C. *Breach.* Failure of Contractor to comply with the requirements of this section shall
2320 be considered a material breach and grounds for a determination by Yakama Nation
2321 that Contractor is not prosecuting the work with sufficient diligence to ensure completion
2322 within the time specified in the Agreement. Upon making this determination, Yakama
2323 Nation may terminate Contractor's right to proceed with the work, or any separable part
2324 of it, in accordance with the default terms of this Agreement.

2325
2326 14. DIFFERING SITE CONDITIONS

2327
2328 Contractor shall promptly, and before the conditions are disturbed, give a written notice
2329 to Yakama Nation of (1) subsurface or latent physical conditions at the site which differ
2330 materially from those indicated in this Agreement, or (2) unknown physical conditions at
2331 the site, of an unusual nature, which differ materially from those ordinarily encountered
2332 and generally recognized as inherent to the type of work provided for in the Agreement.
2333 Unless specifically identified in the Agreement, discoveries of archaeological or
2334 historical remains such as graves, fossils, skeletal materials and artifacts protected by
2335 the Archaeological Resources Protection Act (36 CFR 1214) are considered type 2
2336 conditions.

2337
2338 15. LAYOUT OF WORK

2339
2340 Contractor shall lay out its work from Yakama Nation established base lines and bench
2341 marks indicated on the drawings or any other manner furnished by Yakama Nation.
2342 Contractor shall be responsible for all measurements in connection with the layout.

2343 Contractor shall furnish, at its own expense, all stakes, templates, platforms, equipment,
2344 tools, materials, and labor required to lay out any part of the work. Contractor shall be
2345 responsible for the execution of the work to the lines and grades that may be
2346 established or indicated by Yakama Nation. Contractor shall also be responsible for
2347 maintaining and preserving all stakes and other marks established by Yakama Nation
2348 until authorized to remove them. If such marks are destroyed by Contractor or through
2349 its negligence before their removal is authorized, Yakama Nation may replace them and
2350 deduct the expense of the replacement from any amounts due or to become due to
2351 Contractor.

2352
2353 16. SPECIFICATIONS, DRAWINGS AND MATERIAL SUBMITTALS
2354

2355 A. Omissions from any drawings and specifications that have been provided, or the
2356 misdescription of details of work which are manifestly necessary to carry out the intent
2357 of the drawings and specifications, or which are customarily performed, shall not relieve
2358 Contractor from performing such omitted or misdescribed details of the work. Work shall
2359 be performed as if fully and correctly set forth and described in the drawings and
2360 specifications.

2361
2362 B. Contractor shall check all drawings furnished by Yakama Nation prior to starting
2363 work and shall promptly notify Yakama Nation of any discrepancies. Figures marked on
2364 drawings shall in general be followed in preference to scale measurements. Large-scale
2365 drawings shall in general govern small-scale drawings. Contractor shall compare all
2366 drawings and verify the figures before laying out the work, and will be responsible for
2367 any errors which might have been avoided thereby.

2368
2369
2370 17. MATERIAL & WORKMANSHIP
2371

2372 A. *Materials.* All equipment, material, and articles incorporated into the work
2373 covered by this Agreement shall be new and of the most suitable grade for the purpose
2374 intended, unless otherwise specifically provided in this Agreement. Use of recycled
2375 materials for the manufacture of such products is encouraged. Equipment, material, or
2376 articles specified by trade name, make, or catalog number, shall be provided.
2377 Equivalent items are not acceptable unless specifically authorized in the specification.

2378
2379 B. *Professional Work.* All work under this Agreement shall be performed in a
2380 professional, thorough, skillful, and safe manner, and shall be consistent with relevant
2381 professional standards. Yakama Nation may require, in writing, that Contractor remove
2382 from the work any employee Yakama Nation deems incompetent, unsafe, or otherwise
2383 objectionable.

2384
2385 C. *Legally Compliant Work.* In performing its obligations under this Agreement,
2386 Contractor shall comply with all applicable tribal, federal, state and local laws,
2387 regulations, guidelines and policies in performance of services under this Agreement.
2388 Such laws may include, but are not limited to, the Davis Bacon Act and related federal

2389 labor law requirements associated with federally funded construction projects.
2390 Contractor represents that it has reviewed, and is familiar with, all laws relevant to the
2391 performance of services under this Agreement.
2392

2393 18. SUPERINTENDENCE BY THE CONTRACTOR
2394

2395 At all times during performance of this Agreement, and until the work is completed and
2396 accepted, Contractor shall directly superintend the work or assign and have on the
2397 worksite a competent superintendent who is satisfactory to Yakama Nation and has
2398 authority to act for Contractor.
2399

2400 19. PERMITS AND RESPONSIBILITIES
2401

2402 Unless otherwise provided in this Agreement, Contractor shall, without additional
2403 expense to Yakama Nation, be responsible for obtaining any and all necessary licenses
2404 and permits, and for complying with any tribal, federal, state, and municipal laws, codes,
2405 and regulations applicable to the performance of the work. Contractor shall also be
2406 responsible for all damages to persons or property that occur as a result of Contractor's
2407 fault or negligence, and shall take proper safety and health precautions to protect the
2408 work, the workers, the public, and the property of Yakama Nation and others. Contractor
2409 shall also be responsible for all materials delivered and work performed until completion
2410 and acceptance of the entire work, except for any completed unit of work which may
2411 have been accepted under this Agreement.
2412

2413 20. OTHER CONTRACTS
2414

2415 Yakama Nation may undertake or award other contracts for additional work, or may
2416 utilize in-house construction forces, at or near the site of the work. Contractor shall fully
2417 cooperate with such other contractors and Yakama Nation employees, and carefully
2418 adapt scheduling and performance of the work under this Agreement to accommodate
2419 simultaneous performance, heeding any direction that may be provided by Yakama
2420 Nation. Contractor shall not commit or permit any act which will interfere with the
2421 performance of work by any other contractors or by Yakama Nation employees.
2422

2423 21. USE AND POSSESSION PRIOR TO COMPLETION
2424

2425 Yakama Nation shall have the right to take possession of or use any completed or
2426 partially completed part of the work call for by this Agreement. Before taking possession
2427 of or using any work, Yakama Nation shall furnish Contractor a list of items of work
2428 remaining to be performed or corrected on those portions of the work that Yakama
2429 Nation intends to take possession of or use. However, failure of Yakama Nation to list
2430 any item of work shall not relieve Contractor of responsibility for complying with the
2431 terms of this Agreement. Yakama Nation's possession or use shall not be deemed an
2432 acceptance of any work under this Agreement.
2433

2434 22. CLEANING UP

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A. Contractor shall at all times keep the work area, including storage areas, free from accumulations of waste materials. Before completing the work, Contractor shall remove from the work and premises any rubbish, tools, scaffolding, equipment, and materials that are not the property of the owner of the underlying real property. Upon completing the work, Contractor shall leave the work area in a clean, neat, and orderly condition satisfactory to Yakama Nation.

B. Unless specifically set forth in the Agreement, Contractor shall not burn any material on site, on the right-of-way or on the access roads to the sites. All material and debris shall be hauled to an appropriate disposal site.

23. ROAD MAINTENANCE

Contractor shall maintain all roads used by it, and upon completion of the job shall leave them in as good a condition as when first used. A road-grading machine (not a bulldozer) shall be used for maintenance and final grading. In no event shall Contractor interfere with the property owner's use of roads existing prior to Contractor's entry.

24. STOP WORK ORDER

A. Yakama Nation may order Contractor to suspend all or any part of the work call for by this Agreement for the period of time that Yakama Nation determines appropriate for the convenience of Yakama Nation.

B. Contractor shall immediately comply with Yakama Nation's order and take all reasonable steps to minimize the incurring of costs allocable to the work covered by the order.

25. PROTECTION OF EXISTING VEGETATION, STRUCTURES, AND IMPROVEMENTS

A. Contractor shall preserve and protect all structures, equipment, utilities, other improvements, and vegetation (such as trees, shrubs, and grass) on or adjacent to the work site, which are not to be removed and which do not unreasonably interfere with the work required under this Agreement. Contractor shall only remove trees when specifically authorized to do so, and shall avoid damaging vegetation that will remain in place. If any limbs or branches of trees are broken during performance of this Agreement, or by the careless operation of equipment, or by workers, Contractor shall trim those limbs or branches with a clean cut and paint the cut with a tree-pruning compound as directed by Yakama Nation's representative.

B. If Contractor fails or refuses to repair the damage promptly, Yakama Nation may have the necessary work performed and charge the cost to Contractor.

2481 26. INSURANCE

2482

2483 A. The following minimum kinds and amounts of insurance are applicable in the
2484 performance of the work under this Agreement. Contractor shall (subject to applicable
2485 law) maintain such insurance, naming Yakama Nation, Mid-Columbia Fisheries
2486 Enhancement Group, Washington Department of Fish and Wildlife, and Washington
2487 Department of Natural Resources as an additional insured:

2488

2489 (1) *Workers' compensation and employer's liability.* Contractor is required to
2490 comply with applicable Federal and State worker's compensation and
2491 occupational disease statutes. Employer's liability coverage of at least \$100,000
2492 shall be required.

2493

2494 (2) *General liability.* Contractor shall provide general liability insurance of at
2495 least \$1,000,000 per occurrence. Any policy aggregate limits which apply, shall
2496 be at least twice the "each occurrence" limit. The policy shall name Yakama
2497 Nation, its officials, officers, employees and agents, as insureds with respect to
2498 Contractor's performance of services.

2499

2500 (3) *Automobile liability.* Contractor shall provide automobile liability insurance
2501 covering the operation of all automobiles used in the performance of this
2502 Agreement. Policies shall provide limits of at least \$1,000,000 per accident and
2503 include coverage for all owned, non-owned and hired automobiles. Contractor's
2504 policy shall be primary to any insurance of Yakama Nation.

2505

2506 (4) *Environmental impairment liability.* Contractor shall provide environmental
2507 impairment liability insurance of at least \$1,000,000 per occurrence. Such
2508 insurance will include coverage for the clean up, removal, storage, disposal,
2509 transportation and/or use of pollutants. The insurance policy shall name Yakama
2510 Nation, its officials, officers, employees and agents as insured. Contractor's
2511 policy shall be primary to any insurance of Yakama Nation.

2512

2513 B. Contractor may, with the approval of Yakama Nation, maintain a self-insurance
2514 program; provided that, with respect to workers' compensation, Contractor is qualified
2515 pursuant to statutory authority.

2516

2517 C. Before commencing work under this Agreement, Contractor shall provide to
2518 Yakama Nation certificates of insurance from the insurance company stating the
2519 insurance required has been obtained and is in force. The certificate(s) shall identify
2520 Contractor and the contract(s) for which coverage is provided, and shall contain a
2521 statement that the insurer will give notice of cancellation or any material change to
2522 Yakama Nation at least thirty (30) days before the effective date. In addition, Contractor
2523 shall provide certificates as the policies are renewed throughout the period of this
2524 Agreement. If Contractor's insurance does not cover the subcontractors involved in the
2525 work, Contractor shall provide certificates stating that the required insurance has been
2526 obtained by the subcontractors.

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27. INSPECTION - SERVICES AND CONSTRUCTION

A. Yakama Nation may inspect the work called for by this Agreement at any time and place. Where possible and practicable, Yakama Nation will perform inspections in a manner that will not unduly delay the work.

B. If any of the services do not conform with the requirements of this Agreement, or with applicable laws, regulations or governmental policies, Yakama Nation may require the Contractor to perform the services again in conformity at no cost to Yakama Nation. When the defects in services cannot be corrected by re-performance, Yakama Nation may deduct from the Agreement payments an amount which reflects the reduced value of the services performed.

C. Neither inspection, lack of inspection, acceptance, nor payment shall relieve the Contractor of any of its obligations under this Agreement. Contractor's duty to re-perform non-conforming work is intended to survive the expiration of this Agreement's term, and shall apply even where non-conformance is discovered following its expiration.

D. If Contractor does not promptly replace or correct rejected work, Yakama Nation may (without limiting any other legal or equitable remedies available to it) (1) by contract or otherwise, replace or correct the work and charge the cost to Contractor, and may (2) terminate this Agreement for default.

E. Unless otherwise specified in the Agreement, acceptance by Yakama Nation will be in writing and shall be made as promptly as practicable after completion and inspection of all work called by this Agreement or that portion of the work Yakama Nation determines can be accepted separately. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, non-compliance with applicable law, or Yakama Nation's rights under any warranty or guarantee.

28. WARRANTY - CONSTRUCTION

A. In addition to any other warranties in this Agreement, Contractor warrants, except as provided in paragraph (H)(1) of this clause, that work performed by it and/or its subcontractors under this Agreement conforms to applicable law and to the contract requirements, and is free of any defect in equipment, material, or design furnished, or workmanship performed by Contractor or any subcontractor or supplier at any tier.

B. This warranty shall continue for a period of three (3) years from the date of final acceptance of the work. If Yakama Nation takes possession of any part of the work before final acceptance, this warranty shall continue for a period of three (3) years from the date Yakama Nation takes possession.

2573 C. Contractor shall remedy at Contractor's expense any failure to conform, or any
2574 defect. In addition, Contractor shall remedy at Contractor's expense any damage to
2575 Yakama Nation-owned or controlled real or personal property, when that damage is the
2576 result of:

2577
2578 (1) Contractor's failure to conform to applicable law or contract requirements;
2579 or

2580
2581 (2) Any defect of equipment, material, workmanship, or design furnished by
2582 Contractor.

2583
2584 D. Contractor shall restore any work damaged in fulfilling the terms and conditions
2585 of this clause. Contractor's warranty with respect to work repaired or replaced will run
2586 for three (3) years from the date of repair or replacement.

2587
2588 E. Yakama Nation shall notify Contractor, in writing, within a reasonable time after
2589 the discovery of any failure, defect, or damage.

2590
2591 F. If Contractor fails to remedy any failure, defect, or damage within a reasonable
2592 time after receipt of notice, Yakama Nation shall have the right to replace, repair, or
2593 otherwise remedy the failure, defect, or damage at Contractor's expense.

2594
2595 G. With respect to all warranties, express or implied, from subcontractors,
2596 manufacturers, or suppliers for work performed and materials furnished under this
2597 Agreement, Contractor shall:

2598
2599 (1) Obtain all warranties that would be given in normal commercial practice;

2600
2601 (2) Require all warranties to be executed, in writing, for the benefit of Yakama
2602 Nation, if directed by Yakama Nation; and

2603
2604 (3) Enforce all warranties for the benefit of Yakama Nation, if directed by
2605 Yakama Nation.

2606
2607 H. Unless a defect is caused by the negligence of Contractor or subcontractor or
2608 supplier at any tier, Contractor shall not be liable for the repair of any defects of material
2609 or design furnished by Yakama Nation nor for the repair of any damage that results from
2610 any defect in Yakama Nation-furnished material or design.

2611
2612 (1) This warranty shall not limit Yakama Nation's rights under the Inspection
2613 and Acceptance clause of this Agreement with respect to latent defects, gross
2614 mistakes, or fraud.

2615
2616 29. TAXES

2617

2618 The compensation for Services performed under this Agreement shall include all
2619 applicable Tribal, Federal, State, and local taxes and duties. Depending on the location
2620 and nature of the Services provided, when applicable, Yakama Nation shall provide
2621 Contractor a single use Tax Exemption Certificate.

2622
2623 30. TERMINATION

2624
2625 A. *Notice.* Yakama Nation may terminate all or any part of this Agreement, at any
2626 time, with or without cause, upon written notice to Contractor. Upon receipt or the
2627 termination notice, Contractor shall promptly stop work on the terminated portion of the
2628 Agreement. Contractor obligations shall be consistent with those set forth above in the
2629 Stop Work Order clause of this Agreement.

2630
2631 B. *Breach.* In the event of termination for breach or violation of the terms and
2632 provisions of this Agreement, Yakama Nation, to the extent permitted by applicable law,
2633 shall be entitled to enforce its rights under this Agreement, and recover its court costs
2634 and reasonable attorney's fees, as determined by the court. The foregoing shall not in
2635 any way limit or restrict any right or remedy at law or equity which would otherwise be
2636 available to Yakama Nation, including, but not limited to, the right to contract with other
2637 qualified persons to complete the performance of services identified in or called for by
2638 this Agreement.

2639
2640 C. *Termination By Tribal Council Executive Committee.* Notwithstanding anything
2641 herein to the contrary, Contractor understands and agrees that the Yakama Nation
2642 Tribal Council Executive Committee may immediately terminate this Agreement by
2643 written notice.

2644
2645 D *Effect of Complete Termination.* Upon the complete termination of this
2646 Agreement, the liability of the Parties for the further performance of this Agreement shall
2647 cease, but the Parties shall not be relieved of the duty to perform their obligations up to
2648 the date of termination.

2649
2650 E. *Effect of Partial Termination.* The compensation amount shall be revised as a
2651 result of a partial termination under this section. On fixed-price contracts the revised
2652 amount shall not exceed the pre-termination contract price plus reasonable termination
2653 expenses. On cost-reimbursement contracts the revised amount shall not exceed the
2654 total of allowable and allocable costs of performance prior to termination plus
2655 termination expenses plus an adjustment of the fee on the terminated portion of the
2656 Agreement. No payment will be made for anticipated profits on the terminated portion,
2657 or consequential damages, of this Agreement. Contractor shall submit a settlement
2658 proposal within thirty (30) days of the notice of termination.

2659
2660 31. FORCE MAJEURE

2661
2662 This Agreement is subject to force majeure, and is contingent on strikes, accidents, acts
2663 of God, weather conditions, fire regulations, wildfire, the actions of any government,

2664 including funding and/or budgetary decisions, and other circumstances which are
2665 beyond the control of the parties. If the terms and conditions of this Agreement are
2666 unable to be performed as a result of any cause of force majeure, then this Agreement
2667 shall be void, without penalty to any party for such non-performance.
2668

2669 32. NOTICE

2670
2671 Notice to Contractor shall consist of a letter, delivered postage prepaid, addressed to:

2672
2673 [Contractor's Legal Agent's Name]
2674 [Contractor Name]
2675 [Address No. 1]
2676 [Address No. 2]
2677

2678 Notice to Yakama Nation shall consist of a letter, delivered postage prepaid, addressed
2679 to:

2680
2681 Gerald Lewis, Chairman
2682 Yakama Tribal Council
2683 PO Box 151 / 401 Fort Road
2684 Toppenish, WA 98948
2685

2686 With courtesy copies to Yakama Nation's Owner's Representative detailed below, and
2687 the Lead Attorney of Yakama Nation's Office of Legal Counsel at P.O. Box 150,
2688 Toppenish, WA 98948.
2689

2690 Either party may from time to time change its designated address for notice, or
2691 designated contact(s) for notice, by giving the other party reasonable notice of such
2692 change.
2693

2694 33. SUPERVISION OF CONTRACTOR/OWNER'S REPRESENTATIVE

2695
2696 Contractor shall act under the supervision of the following Owner's Representative of
2697 Yakama Nation in performing services under this Agreement:
2698

Name:	Brandon Rossi, Habitat Biologist
Address:	PO Box 151, Toppenish, WA 98948
Phone:	(509) 509-831-3565
Email:	rossb@yakamafish-nsn.gov

2699
2700 The Owner's Representative is designated for project management purposes only, and
2701 does not have authority to authorize any changes, modifications or addendums to this
2702 Agreement, nor does the Owner's Representative have signing authority on behalf of
2703 Yakama Nation. Yakama Nation shall provide Contractor reasonable notice if there is a
2704 change in the Owner's Representative.
2705

2706 34. COMPLIANCE PROVISIONS

West Fork Teanaway River (RM 5.1-7.2) Floodplain Restoration
Page 65 of 123

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A. *Discrimination.* Contractor shall not discriminate against any employee or applicant for employment because of handicap, race, age, religion, or sex. Contractor 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.

B. *Indian Preference.* Notwithstanding the above, Contractor 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, Contractor shall provide employment and training opportunities to Indians that are not fully qualified to perform under this Agreement, regardless of their handicap, age, religion or sex. Further, Contractor shall comply with any and all applicable Indian preference laws and requirements established by Yakama Nation, including those set forth in the Yakama Nation Tribal Employment Rights Ordinance (“TERO”), as amended (Yakama Revised Law & Order Codes, Title 71).

35. 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 Yakama Nation. 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 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.

36. DISPUTE RESOLUTION

A. *Meet and Confer Meeting.* 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 by mutual Agreement in a face-to-face meet and confer meeting. All offers, promises, conduct and statements, whether oral or written, made in the course of the meet and confer meeting by any of the Parties, their agents, employees, experts and attorneys shall be considered confidential, privileged and inadmissible for any purpose, including impeachment, in any other proceeding involving the Parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the meet and confer meeting.

2753 B. *By Tribal Council Chairman.* If the Parties are unable to resolve the dispute
2754 during the meet and confer meeting, the aggrieved party shall submit the matter, in
2755 writing, to the Chairman of the Yakama Nation Tribal Council. A copy of the aggrieved
2756 party's submission shall be served upon the other party in accordance with the notice
2757 provisions of this Agreement. The Chairman shall promptly convene a meeting of the
2758 Parties, which shall be held in Toppenish, Washington, to resolve the matter. The
2759 decision of the Chairman shall be final and binding upon both Parties. Provided,
2760 however, that nothing shall operate to limit or prohibit Yakama Nation from otherwise
2761 enforcing its rights under this Agreement. In the event that the Chairman has a conflict
2762 of interest that would prevent her/him from hearing the dispute, s/he may, at her/his sole
2763 discretion, either decline to hear the dispute, or appoint an alternate Tribal Leader or
2764 Elder to serve in his/her place.
2765

2766 C. Nothing in this section shall operate to prohibit Yakama Nation from enforcing its
2767 rights under this Agreement in a court of appropriate jurisdiction. Yakama Nation may at
2768 its own election seek recovery of monetary damages from Contractor's breach of any
2769 terms in this Agreement.
2770

2771 37. GENERAL TERMS
2772

2773 A. *Headings.* Headings are provided for convenience and do not affect the meaning
2774 of the provisions to which they are affixed.
2775

2776 B. *Severability.* If any term of this Agreement is to any extent illegal, otherwise
2777 invalid, or incapable of being enforced, such term shall be excluded to the extent
2778 of such invalidity or unenforceability; all other terms hereof shall remain in full
2779 force and effect; and, to the extent permitted and possible, the invalid or
2780 unenforceable term shall be deemed replaced by a term that is valid and
2781 enforceable and that comes closest to expressing the intention of such invalid or
2782 unenforceable term.
2783

2784 C. *Changes to the Agreement.* No change, amendment, modification, or addendum
2785 to this Agreement shall be valid unless it is in writing and executed by authorized
2786 representatives of both Parties.
2787

2788 a. The Contractor shall furnish a price breakdown, itemized as required and
2789 within the time specified by the Contracting Officer, with any proposal for a
2790 Change Order.
2791

2792 b. The price breakdown –
2793 i. Must include sufficient detail to permit an analysis of profit, and of
2794 all costs for:
2795 1. Material;
2796 2. Labor;
2797 3. Equipment;
2798 4. Subcontracts;

- 2799 5. Overhead;
- 2800 6. Sales tax; and

- 2801
- 2802 c. Must cover all work involved in the modification, whether the work was
- 2803 deleted, added, or changed.
- 2804
- 2805 d. The Contractor shall provide similar price breakdowns
- 2806 to support any amounts claimed for subcontracts.
- 2807
- 2808 e. The Contractor's proposal shall include a
- 2809 justification for any time extension proposed.
- 2810
- 2811 f. Change Orders are not approved unless signed by the
- 2812 Contracting Officer.
- 2813

2814 D. *Additional Services.* Except as otherwise provided in this Agreement, no payment
2815 for additional services shall be made unless such services and the price
2816 therefore have been requested and authorized in advance in writing by Yakama
2817 Nation.

2818

2819 E. *Survival.* The requirements of Section 4 (Property Developed by Contractor),
2820 Section 6 (Maintenance & Retention of Records; Financial Management for Accounting
2821 & Audits), Section 10 (Indemnification), Section 28 (Warranty-Construction) and Section
2822 36 (Dispute Resolution) of this Agreement shall survive termination of this Agreement.

2823

2824 F. *No General Waiver.* Any waiver or failure of the Parties to enforce or insist upon
2825 any term in this Agreement does not constitute a general waiver or relinquishment of
2826 that term.

2827

2828 G. *No Construction Against Drafter.* Each party has participated in negotiating and
2829 drafting this Agreement. If any ambiguity or question of intent or interpretation arises,
2830 this Agreement is to be construed as if the Parties had drafted it jointly, as opposed to
2831 being construed against one party because it was responsible for drafting one or more
2832 provisions.

2833

2834 H. *Execution.* This Agreement may be executed in counterparts, electronically, or by
2835 facsimile.

2836 38. ENTIRE AGREEMENT

2837

2838

2839 This Agreement incorporates all the agreements, covenants and understandings
2840 between the Parties. No agreement or understanding, verbal or otherwise, of the Parties
2841 regarding their responsibilities under this Agreement shall be valid or enforceable
2842 unless embodied in this Agreement.

2843

2844 The following Exhibits are incorporated by reference into this Agreement:

- 2845 - Exhibit "A" – Project Overview
- 2846 - Exhibit "B" – Statement/Scope of Work
- 2847 - Exhibit "C" – Budget
- 2848 - Exhibit "D" – Payment
- 2849 -

2850 ORDER OF PRECEDENCE Any inconsistency in this contract shall be resolved by
2851 giving precedence in the following order:

- 2852 a. Change orders
- 2853 b. Addenda
- 2854 c. Schedule of Unit Prices
- 2855 d. Technical Specifications
- 2856 e. Plans
- 2857 f. Contract Clauses, and
- 2858 g. Other documents, exhibits, and attachments

2859 On the contract documents, figured dimensions shall take precedence over scaled
2860 dimensions. This order of precedence shall not apply when work is required by one part
2861 of the Contract Documents but omitted from another part or parts of the Contract
2862 Documents. The work required in one part must be furnished even if not mentioned in
2863 other parts of the Contract Documents.

2864
2865 39. SOVEREIGN IMMUNITY

2866
2867 Notwithstanding any other terms or provisions of this Agreement, Contractor
2868 understands and agrees that Yakama Nation, by entering into this Agreement, does not
2869 waive its sovereign immunity from suit, nor does it waive, alter, or otherwise diminish its
2870 rights, privileges, remedies or services guaranteed by the Treaty with the Yakamas of
2871 1855 (12 Stat. 951).

2872
2873 40. SPECIAL PROVISIONS

2874
2875 In addition to the forgoing terms and conditions, the following requirements are agreed
2876 to and shall apply to this Agreement:

- 2877
2878 A. [Mark as n/a, or insert special provision text.]

2879
2880
2881 IN WITNESS WHEREOF, we set our hands and seals:

2882
2883 **[Signature page(s) to follow.]**

2884

2885 **CONFEDERATED TRIBES & BANDS OF THE YAKAMA NATION:**

2886

2887

2888

2889

By: _____

Date: _____

2890 Name: Gerald Lewis (or authorized designee)

2891 Title: Yakama Nation Tribal Council Chairman

2892

2893

2894 **CONTRACTOR NAME:**

2895 EIN #

2896

2897

2898

2899

By: _____

Date: _____

2900 Name:

2901 Title:

2902

EXHIBIT A
Project Overview

2903
2904
2905
2906
2907
2908
2909

1. Background:

2910 [The background statement identifies the project and the Contractor’s work in context. Discuss the
2911 purpose of the project, why the project/work is needed, and how it relates to previous, ongoing, or
2912 future projects/work.]

2913
2914 [If the project/work is being performed under a separate overarching grant, agreement, or project,
2915 mention that here.]

2916
2917 **Exhibit B** provides the actual Scope of Work to be completed, **Exhibit C** provides the
2918 contract Line Item Budget which is referenced to the work tasks described in the **Exhibit**
2919 **B**, and **Exhibit D** provides a payment schedule and requirements.

2920
2921

2. Location

2922 [Identify each location where the project will be performed. As needed, provide a
2923 specific description of the location, e.g., southwest corner of parcel commonly referred
2924 as....]

2925
2926

3. Owner’s Representative:

2927 The Yakama Nation’s Owner’s Representatives for this project include:

- 2928 • Brandon Rossi
- 2929 • Tara O'Rourke

2930
2931

4. Project Tasks:

2932 All tasks will be completed as per **Exhibit B**. Major project elements include but are not
2933 limited to the following:

2934 [Summary of tasks to be performed; detail to follow in Exhibit B].

2935
2936

5. Project Schedule and Key Deliverables:

2937 [Describe the deliverables / work product which the Contractor is expected to produce,
2938 and the time frame by which such work product is to be produced.]

2939
2940

6. Contractor Obligations:

2941 The Contractor shall furnish all supervision, labor, equipment and tools necessary to
2942 complete the project as described in **Exhibit B**.

2943
2944

7. Consistent Satisfactory Progress

2945 Consistent satisfactory progress in this project will be required. Satisfactory progress will
2946 be measured by both the quality and quantity of work. If for any reason no work is
2947 performed, the Contractor may be given a notice of contract cancellation. Consistent
2948 satisfactory progress will also be determined by the Contractor's demonstrated ability to
2949 perform all work tasks described in **Exhibit B**. If it appears that the Contractor is unable
2950 to complete the project tasks within the permitting work window, the Contractor may be
2951 given a notice of contract cancellation. The Yakama Nation's Owner's Representative will
2952 monitor progress closely.

2953
2954

8. Applicable Documents:

2955 [This is an optional section, which you may not need to include in your Project
2956 Overview. However, if the work involves the use of, or is subject to the terms of outside
2957 documents, you should list them here, and attach them to the Contract Agreement.]
2958

2959

[Use this space to insert other sections or information, if necessary.]

2960
2961
2962

APPENDIX B.

2963

2964

2965 **PROJECT PLANS**

2966 PDF document can be found at [https://yakamafish-nsn.gov/restore/projects/west-fork-](https://yakamafish-nsn.gov/restore/projects/west-fork-teanaway-river-floodplain-restoration)
2967 [teanaway-river-floodplain-restoration](https://yakamafish-nsn.gov/restore/projects/west-fork-teanaway-river-floodplain-restoration)

2968

2969 Document Title is WF Teanaway 100% Plan Set

2970

2971

APPENDIX C:

2972
2973
2974
2975
2976

OPTIONAL ROADS

The specified work on the following roads is not required. Any optional roads reconstructed by the Contractor must meet all the specifications in the road plan.

<u>Road</u>	<u>Stations</u>	<u>Type</u>
T5000	240+05 to 244+00	Reconstruction/realignment

2977
2978
2979
2980

RECONSTRUCTION

This project includes, but is not limited to the following reconstruction requirements:

<u>Road</u>	<u>Stations</u>	<u>Requirements</u>
T5000	240+05 to 244+00	Clearing, grubbing, excavation, ditching

2981
2982
2983
2984
2985
2986
2987
2988
2989

ROAD DIMENSIONS

Contractor shall perform road work in accordance with the dimensions shown on the TYPICAL SECTION SHEET and the specifications within this road plan.

ROAD TOLERANCES

Contractor shall perform road work within the tolerances listed below. The tolerance class for each road is listed on the TYPICAL SECTION SHEET.

<u>Tolerance Class</u>	<u>A</u>	<u>B</u>	<u>C</u>
Road and Subgrade Width (feet)	+1.5	+1.5	+2.0
Subgrade Elevation (feet +/-)	0.5	1.0	2.0
Centerline alignment (feet lt./rt.)	1.0	1.5	3.0

2990
2991
2992
2993
2994

WORK NOTIFICATIONS

On the following roads, Contractor shall notify the Project Manager a minimum of 14 calendar days before work begins.

<u>Road</u>	<u>Stations</u>
T4000	0+00 to 205+80
T4400	0+00 to 24+45
T4500	0+00 to 32+15
T5000	123+15 to 248+85
T5300	0+00 to 79+00
T5350	0+00 to 7+65
T5352	0+00 to 4+60

2995
2996
2997

ACTIVITY TIMING RESTRICTION

The specified activities are not allowed during the listed closure period unless authorized in writing by the Project Manager.

2998

<u>Road</u>	<u>Stations</u>	<u>Activity</u>	<u>Closure Period</u>
T4000	0+00 to 205+80	Maintenance/Haul	October 15 to May 1
T4400	0+00 to 24+45	Maintenance/Haul	October 15 to May 1
T4500	0+00 to 32+15	Maintenance/Haul	October 15 to May 1
T5000	123+15 to 248+85	Maintenance/Haul	October 15 to May 1
T5300	0+00 to 79+00	Maintenance/Haul	October 15 to May 1
T5350	0+00 to 7+65	Maintenance/Haul	October 15 to May 1
T5352	0+00 to 4+60	Maintenance/Haul	October 15 to May 1

2999

3000

OPERATING DURING CLOSURE PERIOD

3001

If permission is granted to operate during a closure period listed in ACTIVITY TIMING

3002

RESTRICTION, Contractor shall provide a maintenance plan to include further protection of

3003

state resources. Contractor shall obtain written approval from the Project Manager for the

3004

maintenance plan, and shall put preventative measures in place before operating during the

3005

closure period. Contractor is required to maintain all haul roads at their own expense

3006

3007

SEDIMENT RESTRICTION

3008

Contractor shall not allow silt-bearing runoff to enter any streams.

3009

3010

CLOSURE TO PREVENT DAMAGE

3011

The Project Manager will suspend road work or hauling forest products or rock under the

3012

following conditions:

3013

- Wheel track rutting exceeds 2 inches on pit run roads.

3014

- Wheel track rutting exceeds 2 inches on crushed rock roads.

3015

- Wheel track rutting exceeds 4 inches on native surface roads.

3016

- Surface or base stability problems persist.

3017

- Weather is such that satisfactory results cannot be obtained in an area of operations.

3018

3019

- When, in the opinion of the Project Manager excessive road damage or rutting may occur.

3020

3021

3022

Operations must stop unless authority to continue working is granted in writing by the Project

3023

Manager. In the event that surface or base stability problems persist, Contractor shall cease

3024

operations, or perform corrective maintenance or repairs, subject to specifications. Contractor

3025

shall protect the work from damage or deterioration.

3026

3027

BRIDGE SURFACE RESTRICTION

3028

The use of metal tracked equipment is not allowed on bridge surfaces on the following roads at

3029

any time. If Contractor must run equipment on bridge surfaces, then rubber tired equipment or

3030

other methods, approved in writing by Project Manager, must be used.

3031

3032 If tracked equipment is used on bridge surfaces, Contractor shall immediately cease all
 3033 operations. Contractor shall remove any dirt, rock, or other material tracked or spilled on the
 3034 bridge surface and have surface evaluated by the Project Manager for any damage caused by
 3035 transporting equipment. Any damage to the surface will be repaired, at the Contractor's
 3036 expense, as directed by the Project Manager.
 3037

<u>Road</u>	<u>Station</u>	<u>Deck Type</u>
T4000	166+25	Wood
T5000	191+45	Wood

3038
 3039 SNOW PLOWING RESTRICTION
 3040 Snowplowing will be allowed on the following roads after the execution of a SNOW PLOWING
 3041 AGREEMENT, which is available from the Project Manager upon request. If damage occurs
 3042 while plowing, further permission to plow may be revoked by the Project Manager.
 3043

<u>Road</u>	<u>Stations</u>
T4000	0+00 to 205+80
T4400	0+00 to 24+45
T4500	0+00 to 32+15
T5000	123+15 to 248+85
T5300	0+00 to 79+00
T5350	0+00 to 7+65
T5352	0+00 to 4+60

3044
 3045 ROAD APPROACHES TO COUNTY ROADS AND STATE HIGHWAYS
 3046 Contractor shall immediately remove any mud, dirt, rock, or other material tracked or spilled on
 3047 to county roads. If additional damage to the surface, signs, guardrails, etc. occurs then the
 3048 damage will be repaired, at the Contractor's expense, as directed by the Project Manager when
 3049 authorized by the county.
 3050

3051 ACCESS CONTROL GATES
 3052 Access control gates are located on the T4000 Road at Station 41+40 and on the
 3053 T5300 Road at Station 2+70. A key will be issued to the Contractor by the Project
 3054 Manager. Gates shall be kept closed and locked at all times except during periods of
 3055 project access and material haul.

3056 TRAFFIC CONTROL
 3057 Contractor shall supply and post signs at the following roads and locations. All costs
 3058 associated with traffic control shall be the responsibility of the Contractor. All
 3059 signage shall be reviewed and approved by the Project Manager prior to posting.

<u>Road</u>	<u>STA</u>	<u>Mile</u>	<u>Sign</u>
T4000	0+00	0.0	Active Hauling Operations*
T5000	128+85	2.4	Active Hauling Operations*

3060 *Or other as approved by the Project Manager.

3061
 3062 GENERAL ROAD MAINTENANCE
 3063 Contractor shall maintain all roads used under this project in accordance with the FOREST
 3064 ACCESS ROAD MAINTENANCE SPECIFICATIONS for the entire term of this project. Maintenance
 3065 is required even during periods of inactivity.
 3066
 3067 MAINTENANCE GRADING – EXISTING ROAD
 3068 If road grading is needed on the following roads, Contractor shall use a grader to shape the
 3069 existing surface. Contractor shall accomplish all grading using a motor grader with a minimum
 3070 of 175 horsepower.
 3071

<u>Road</u>	<u>Stations</u>
T4000	0+00 to 205+80
T4400	0+00 to 24+45
T4500	0+00 to 32+15
T5000	123+15 to 248+85
T5300	0+00 to 79+00
T5350	0+00 to 7+65
T5352	0+00 to 4+60

3072
 3073 BRUSHING
 3074 On the following roads, Contractor shall cut vegetative material up to 1 inch in diameter,
 3075 including limbs, as shown on the BRUSHING DETAIL. Brushing must be achieved by mechanical
 3076 cutting of brush, trees, and branches. Root systems and stumps of cut vegetation may not be
 3077 disturbed unless directed by the Project Manager. Contractor shall remove brushing debris
 3078 from the road surface, ditchlines, and culvert inlets and outlets.
 3079

<u>Road</u>	<u>Stations</u>
T4500	28+15 to 32+15
T5300	20+25 to 79+00

3080
 3081 ROLLING DIP MAINTENANCE
 3082 On the following roads, Contractor may reshape rolling dips as needed to facilitate haul and as
 3083 directed by the Project Manager.
 3084

<u>Road</u>	<u>Stations</u>	<u>Estimated Number</u>
T4000	0+00 to 205+80	25
T5000	123+15 to 248+85	34
T5300	0+00 to 79+00	9

3085
 3086 DRIVABLE WATERBAR REMOVAL
 3087 On the following road, Contractor may remove drivable waterbars to facilitate haul.

3088

<u>Road</u>	<u>Stations</u>	<u>Maximum Number</u>
T5300	0+00 to 79+00	6

3089

3090 CLEARING

3091 On the following road, Contractor shall fall all vegetative material larger than 2 inches DBH or
 3092 over 5 feet high between the clearing limits specified on the TYPICAL SECTION SHEET. Clearing
 3093 must be completed before starting excavation and embankment.

3094

<u>Road</u>	<u>Stations</u>	<u>Comments</u>
T5000	240+05 to 244+00	Reconstruction/realignment

3095

3096 RIGHT-OF-WAY DECKING

3097 On the following roads, Contractor shall deck all right-of-way timber until future use for stream
 3098 restoration. Decks must be parallel to the road centerline and placed within the cleared right-
 3099 of-way. Decks must be free of dirt, limbs, and other right-of-way debris, and removable by
 3100 standard log loading equipment from the roadbed.

3101

<u>Road</u>	<u>Stations</u>
T5000	240+05 to 244+00

3102

3103 PROHIBITED DECKING AREAS

3104 Contractor shall not deck right-of-way timber in the following areas:

- 3105 ▪ Within the grubbing limits.
- 3106 ▪ Within 50 feet of any stream.
- 3107 ▪ In locations that interfere with the construction of the road prism.
- 3108 ▪ In locations that impede drainage.
- 3109 ▪ On slopes greater than 40%.
- 3110 ▪ Against standing trees.

3111

3112 GRUBBING

3113 On the following road, Contractor shall remove all stumps between the grubbing limits in
 3114 accordance with the specifications on the TYPICAL SECTION SHEET. Contractor shall also
 3115 remove stumps with undercut roots outside the grubbing limits. Grubbing must be completed
 3116 before starting excavation and embankment.

3117

<u>Road</u>	<u>Stations</u>
T5000	240+05 to 244+00

3118

3119 ORGANIC DEBRIS DEFINITION

3120 Organic debris is defined as all components of a tree that remain as by-products after the
 3121 manufacture of logs, including but not limited to tree tops, branches, limbs, needles, leaves,

3122 and stumps that are larger than one cubic foot in volume within the clearing limits in
3123 accordance with the specifications on the TYPICAL SECTION SHEET.

3124

3125 PROHIBITED DISPOSAL AREAS

3126 Contractor shall not place organic debris in the following areas:

- 3127 ▪ Within 5 feet of a cross drain culvert.
- 3128 ▪ Within 100 feet of a live stream.
- 3129 ▪ On road subgrades, or excavation and embankment slopes.
- 3130 ▪ On slopes greater than 40%.
- 3131 ▪ On locations where brush can fall into the ditch or onto the road surface.
- 3132 ▪ Against standing timber.

3133

3134 BURYING ORGANIC DEBRIS RESTRICTED

3135 Contractor shall not bury organic debris unless otherwise stated in this plan.

3136

3137 EXCAVATOR RECONSTRUCTION

3138 On the following road, Contractor shall use a track mounted hydraulic excavator for
3139 reconstruction/realignment unless authorized in writing by the Project Manager. Road shall be
3140 reconstructed in accordance with the specifications on the Typical Section Sheet or as directed
3141 by the Project Manager. The subgrade and surface shape must ensure runoff in an even, un-
3142 concentrated manner, and must be uniform, firm, and rut-free.

3143

<u>Road</u>	<u>Stations</u>
T5000	240+05 to 244+00

3144

3145

3146 PIONEERING

3147 Pioneering may not extend past construction that will be completed during the current
3148 construction season unless approved in writing by the Project Manager. In addition, the
3149 following actions must be taken as pioneering progresses:

- 3150 ▪ Drainage must be provided on all uncompleted construction.
- 3151 ▪ Road pioneering operations may not undercut the final cut slope or restrict drainage.

3152

3153 ROAD GRADE AND ALIGNMENT STANDARDS

3154 Contractor shall follow these standards for road grade and:

- 3155 ▪ Grade and alignment must have smooth continuity, without abrupt changes in direction.
- 3156 ▪ Maximum grades may not exceed 18 percent favorable and 12 percent adverse.
- 3157 ▪ Minimum curve radius is 50 feet at centerline.
- 3158 ▪ Maximum grade change for sag vertical curves is 5% in 100 feet.
- 3159 ▪ Maximum grade change for crest vertical curves is 4% in 100 feet.

3160

3161 CUT SLOPE RATIO

3162 Contractor shall construct excavation slopes no steeper than shown on the following table:

3163

<u>Material Type</u>	<u>Excavation Slope Ratio</u>	<u>Excavation Slope Percent</u>
Common Earth (on side slopes up to 55%)	1:1	100
Common Earth (56% to 70% side slopes)	¾:1	133
Common Earth (on slopes over 70%)	½:1	200
Fractured or loose rock	½:1	200
Hardpan or solid rock	¼:1	400

3164

3165

3166 EMBANKMENT SLOPE RATIO

3167 Contractor shall construct embankment slopes no steeper than shown on the following table:

3168

<u>Material Type</u>	<u>Embankment Slope Ratio</u>	<u>Embankment Slope Percent</u>
Sandy Soils	2:1	50
Common Earth and Rounded Gravel	1½:1	67
Angular Rock	1¼:1	80

3169

3170 CURVE WIDENING

3171 On the following road, the minimum widening placed on the inside of curves is:

3172

- 6 feet for curves of 50 to 79 feet radius.

3173

- 4 feet for curves of 80 to 100 feet radius.

3174

<u>Road</u>	<u>Stations</u>
T5000	240+05 to 244+00

3175

3176 EMBANKMENT WIDENING

3177 On the following road, the minimum embankment widening is:

3178

- 2 feet for embankment heights at centerline of 2 to 6 feet.

3179

- 4 feet for embankment heights at centerline of greater than 6 feet.

3180

<u>Road</u>	<u>Stations</u>
T5000	240+05 to 244+00

3181

3182 DITCH CONSTRUCTION AND RECONSTRUCTION

3183 On the following road, Contractor shall construct ditches into the subgrade as specified on the

3184 TYPICAL SECTION SHEET. Ditches must be constructed concurrently with construction of the

3185 subgrade.

3186

<u>Road</u>	<u>Stations</u>
T5000	240+05 to 244+00

3187

3188 DITCH DRAINAGE
 3189 Ditches must drain to cross-drain culverts or ditchouts.

3190
 3191 WASTE MATERIAL DEFINITION
 3192 Waste material is defined as all dirt, rock, mud, or related material that is extraneous or
 3193 unsuitable for construction material. Waste material, as used in Section 4 EXCAVATION, is not
 3194 organic debris.

3195
 3196 DISPOSAL OF WASTE MATERIAL
 3197 Contractor may side cast waste material on side slopes up to 45% if the waste material is
 3198 compacted and free of organic debris. On side slopes greater than 55%, all waste material must
 3199 be end hauled or pushed to the designated embankment sites and waste areas identified below
 3200 or as directed by the Project Manager.

3201

<u>Road</u>	<u>Waste Area Location</u>	<u>Comments</u>
T5000	248+85	Left (South) of parking area

3202
 3203 PROHIBITED WASTE DISPOSAL AREAS
 3204 Contractor shall not deposit waste material in the following areas:

- 3205 ▪ Within 50 feet of a cross drain culvert.
- 3206 ▪ Within 100 feet of a live stream or wetland.
 - 3207 ▪ On side slopes steeper than 45%.
- 3208 ▪ In locations that interfere with the reconstruction of the road prism.
 - 3209 ▪ In locations that impede drainage.
 - 3210 ▪ Against standing timber.

3211
 3212 FILL COMPACTION
 3213 On the following road, Contractor shall compact all embankment and waste material by routing
 3214 equipment over the entire width of each lift. Lifts shall not exceed 12 inches in depth.

3215

<u>Road</u>	<u>Stations</u>
T5000	240+05 to 244+00

3216
 3217 POST-HAUL MAINTENANCE
 3218 Contractor shall perform post-haul maintenance in accordance with the FOREST ACCESS ROAD
 3219 MAINTENANCE SPECIFICATIONS and as specified below. Rolling dips removed prior to haul shall
 3220 be reinstalled in accordance with the Rolling Dip Detail and as directed by the Project Manager.

3221

<u>Road</u>	<u>Stations</u>	<u>Additional Requirements</u>
T4000	0+00 to 205+80	Reinstallation of reshaped rolling dips
T4400	0+00 to 24+45	Reinstallation of reshaped rolling dips
T4500	0+00 to 32+15	Reinstallation of reshaped rolling dips
T5000	123+15 to 248+85	Reinstallation of reshaped rolling dips

T5300	0+00 to 79+00	Reinstallation of reshaped rolling dips
T5350	0+00 to 7+65	Reinstallation of reshaped rolling dips
T5352	0+00 to 4+60	Reinstallation of reshaped rolling dips

3222 DITCH MAINTENANCE

3223 On the following roads and where present, Contractor shall clean ditches if cleaning is needed
 3224 as a result of the Contractor's activities and directed by the Project Manager. Ditches shall be
 3225 cleaned to the specifications on the TYPICAL SECTION SHEET or as directed by the Project
 3226 Manager.
 3227

<u>Road</u>	<u>Stations</u>
T4000	0+00 to 205+80
T4400	0+00 to 24+45
T4500	0+00 to 32+15
T5000	123+15 to 248+85
T5300	0+00 to 79+00
T5350	0+00 to 7+65
T5352	0+00 to 4+60

3228
 3229 CLEANING CULVERTS

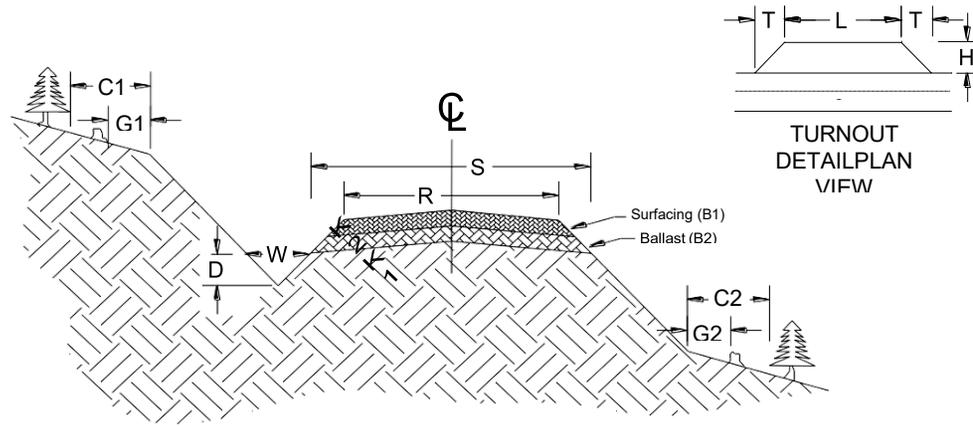
3230 On the following roads, Contractor shall clean the inlets and outlets of all culverts if cleaning is
 3231 needed as a result of Contractor's activities and as directed by the Project Manager.
 3232

<u>Road</u>	<u>Stations</u>	<u>Estimated Number</u>
T4000	0+00 to 205+80	40
T4400	0+00 to 24+45	1
T4500	0+00 to 32+15	2
T5000	123+15 to 248+85	18
T5300	0+00 to 79+00	6
T5350	0+00 to 7+65	1

3233

3234 TYPICAL SECTION SHEET

3235 CROWNED ROAD CROSS-SECTION



3236

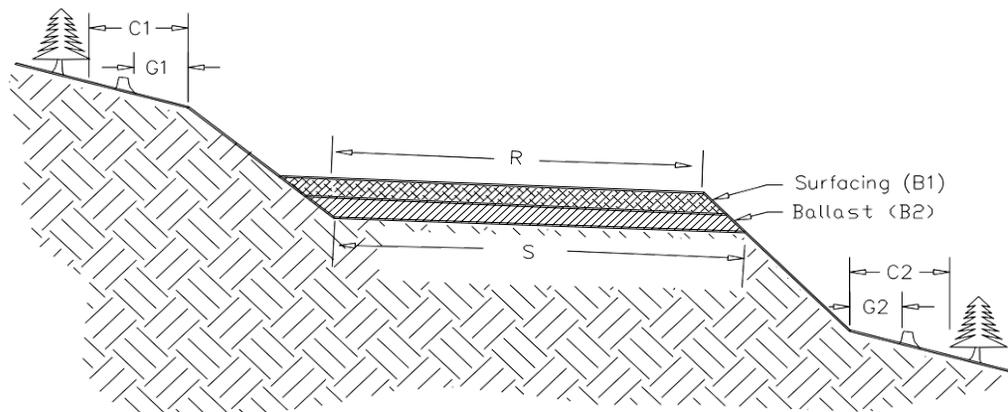
3237

3238

3239 TYPICAL SECTION SHEET

3240 OUTSLOPED ROAD CROSS SECTION

3241



APPENDIX D.

Mechanical Thinning Specifications

3242
3243
3244 **These specifications apply to mechanical thinning units M1-M5. All additional**
3245 **details can be found in the Forest Practice Application packet.**

3246 **Access to Thinning Areas**

3247 The Contractor shall utilize existing openings and corridors, where possible, to access
3248 the trees to be felled. Contractor shall seek approval from the Contracting Officer prior
3249 to felling leave trees for any reason, including to enhance access.

3250 **Preventing Excessive Soil Disturbance**

3251 Operations may be suspended when soil rutting exceeds 12 inches as measured from
3252 the natural ground line, or at the discretion of the Contracting Officer. To reduce soil
3253 damage, the Contracting Officer may require water bars to be constructed, grass seed
3254 to be placed on exposed soils, or other mitigation measures. Suspended operations
3255 shall not resume unless approval to do so has been given, in writing, by the Contracting
3256 Officer.

3257 **Stump Height**

3258 Trees shall be cut as close to the ground as practicable. Stump height shall not exceed
3259 12 inches in height measured on the uphill side, or 2 inches above the root collar,
3260 whichever is higher.

3261 **Harvest Prescription**

3262 The Contractor shall fell and remove all unmarked trees and create all designated
3263 operator-created short snags.

- 3264
- All hardwood tree species are automatic leave trees and shall not be removed.
- 3265
- Retain a minimum of 100 trees per acre.
- 3266
- Retain a minimum of 40% Douglas-fir or grand fir.
- 3267
- Retain 25-50% intermediate canopy trees.
- 3268
- Retain an average canopy height >70 ft.
- 3269
- Retain all snags that do not constitute a safety threat per L&I guidelines.

3270 **Key to Marking Conventions**

- 3271
- **Pink ribbon**: harvest unit boundaries – do not cut outside of areas delineated
3272 with pink ribbon unless authorized to do so in writing by the Contracting Officer.

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3274
3275

- **Single band of orange paint:** leave tree – do not cut unless removal is necessary to complete thinning work, AND authorization is given by the Contracting Officer.

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- **Double band of orange paint:** operator created short snag – reach up as high as safely possible to cut tree at least 12' off the ground and use the horns on the buncher head to strip all branches off the remaining snag.

APPENDIX E.

3280

3281 **Forest Practice Application/Notification**

3282 PDF document can be found at <https://yakamafish-nsn.gov/restore/projects/west-fork-teanaway-river-floodplain-restoration>

3283

3284

3285 Document Title is FPA #2707894

3286