

White Creek Phase 3 Restoration Project

Wood Harvest

Questions and Answers as of:

8/3/26

Existing workforce and TERO: It is our understanding that the Contractor may utilize its existing workforce to perform the work under this contract and that Tribal Employment Rights Office (TERO) referral requirements would apply only if additional or replacement employees are needed. Please confirm whether this understanding is correct and identify any applicable trainee positions, employment goals, or workforce participation requirements.

We ask prospective bidders to speak directly with the TERO to avoid misinformation, as they are a separate YN Program. Please contact them at 509-314-6701 or tero@yakama.com. Our understanding is that a contractor is allowed a "core" crew but employment percentages must be met.

TERO fee: The bid package does not identify a TERO fee as a contractor-paid bid item. Please confirm whether the 3% TERO fee is inapplicable to this project or will be paid separately by the Yakama Nation and should therefore be excluded from our bid.

We ask prospective bidders to speak directly with the TERO to avoid misinformation, as they are a separate YN Program. Please contact them at 509-314-6701 or tero@yakama.com. Our understanding is the fee is 3%, we request that it be embedded in the overall bid price as opposed to a separate bid item.

Onsite tree staging only: We understand the wood-collection scope to include harvesting the 365 marked trees and staging them as individual trees within the identified harvest unit. Off-site hauling by self-loader log truck is not included in the Bid Schedule. Please confirm that no off-site hauling is required under the Wood Collection lump-sum item.

Confirmed, there is no off-site hauling.

Exact tree quantity: We understand the lump-sum price is limited to the 365 trees currently marked with blue flagging. Any additional or substituted trees would be handled as additional work. Please confirm.

Confirmed, additional trees beyond the 365 flagged would constitute a change in scope. There may be a situation where removing small diameter trees adjacent to a

marked tree expedites the removal of the target tree and benefits the contractor. Those scenarios would be discussed individually.

Rootwad requirement: We understand that retaining rootwads is a best-efforts requirement rather than a guaranteed result. Trees will remain acceptable if root breakage occurs because of soil, rock, decay, tree condition or other circumstances outside the contractor's control. Please confirm.

Confirmed, breakage beyond the contractor's control is understood. We have previously harvested over 1,000 rootwads in adjacent stands with minimal breakage and we expect the same result.

Tree condition and size: Our bid will be based on the 365 marked trees and site conditions visible during the pre-bid inspection. Materially larger substituted trees or materially different conditions discovered after bidding will be treated as a change in scope. Please confirm.

Confirmed. Conditions misrepresented in the RFP and supporting documentation would constitute a change in scope.

Road work limits: We understand the road work is limited to approximately three miles of grading/blading, brushing back existing encroaching vegetation and selectively removing the identified berm. Importing aggregate, replacing culverts, major excavation, repairing pre-existing failures and constructing new road sections are excluded. Please confirm.

Confirmed, the road work scope is for minor maintenance to improve access conditions.

Access conditions: Contractor responsibility for access-route preparation and restoration is limited to ordinary maintenance and damage caused by the Contractor's operations. Pre-existing damage, concealed conditions, unstable ground and material changes caused by weather or third parties are excluded and will be addressed as additional work if encountered. Please confirm.

Confirmed.

Permits: The Section 106 and NEPA approvals are currently in progress. We understand that any permit condition issued after the bid that materially changes equipment, access, production, environmental controls, sequencing or working hours will be treated as a compensable change with an appropriate schedule extension. Please confirm.

Confirmed, permits that are in progress will not dictate terms different from those represented in the RFP materials. If so, that would constitute a change in scope.

IFPL restrictions: Our base bid will include ordinary Level I fire precautions and the stated one-hour firewatch. Delays, shutdowns, restricted operating hours, extended firewatch, standby or remobilization resulting from higher IFPL levels will entitle the contractor to additional time and compensation. Please confirm.

No, standby or additional compensation will not be paid if higher IFPL levels occur. Those are conditions outside of the YN's control. To avoid this, the work is scheduled for late October-November.

Davis-Bacon wages: Please provide the applicable Davis-Bacon wage determination. Our bid will be based solely on that determination unless the owner confirms that an additional Washington State prevailing-wage determination also applies.

The project is funded by both state and federal grants, therefore, both Davis Bacon and WA State prevailing wage rates apply. WA State law dictates the higher rate must be paid. The project is in Klickitat County and it is the responsibility of the contractor to demonstrate via certified payroll the applicable compensation is paid.

Tax treatment: Based on the bid package, we understand that Washington retail sales tax should be excluded from our bid and that the owner will provide the applicable Treaty Fishery Exempt Certificate. Please confirm.

Confirmed. A Treaty Fishery Exempt Certificate will be provided to the selected contractor.

Payment: We understand that monthly progress billing will be permitted based on the percentage of each lump-sum element completed, rather than requiring completion of all 365 trees before any wood-collection payment is made. Please confirm.

Confirmed.

Schedule: We understand that harvesting and staging will occur between October 1 and November 30, 2026. Owner, permitting, TERO, IFPL or access-related delays outside the contractors control will extend the completion date without penalty.

Confirmed.