



Cowlitz Indian Tribe
Natural Resources Department

**WEST FORK GRAYS RIVER HATCHERY
INTAKE REMOVAL & FISH PASSAGE
PROJECT – CONSTRUCTION RFP**

RFP/Bidding Documents

February 2026

WEST FORK GRAYS RIVER HATCHERY INTAKE REMOVAL & FISH PASSAGE PROJECT – CONSTRUCTION RFP RFP/Bidding Documents

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Cowlitz Indian Tribe

Natural Resources Department

Request for Proposals (“RFP”)

Exhibit A

West Fork Grays River Hatchery Intake Removal & Fish Passage Project – Construction RFP

RFP-1 Project Contacts

Technical Contacts: Justin Isle – Senior Restoration Ecologist/PM (jjisle@cowlitz.org)
503-799-0934 cell
Peter Barber – Habitat Restoration Program Manager (pbarber@cowlitz.org)
360-839-9299 cell

Admin. Contact: Lacey Jacobs – Program Assistant (ljacobs@cowlitz.org)
360-353-9425 office

RFP-2 Critical Date Overview

- DJC Public Notice: est. March 1, 2026
- **Mandatory Site Tour/Job Walk: March 12, 2026 – 10:00 am PST**
- Request for Clarification/Question Submittals by: March 18, 2026 – 6:00pm PST
- Response to Questions: est. March 24, 2026 – 6:00pm PST
- **Proposal/Bid Submission Deadline: March 26, 2026 – 2:00 pm PST**
- Selection Committee Review and Scoring: March 30-31, 2026
- **Award Selection/Contract Award: March 31 (tentative)**
- Fully Executed Contract: April 15, 2026 (tentative)
- Simplified Project Timeline (overview):
 - Contractor Pre-Con Meeting: June 2026
 - Contractor mobilizes: July-August, 2026
 - WDFW/HPA In-Water Work Window begins: July 15, 2026 (est. subject to HPA)
 - WDFW/HPA In-Water Work Window ends: September 15, 2026 (est. subject to HPA)
 - Contractor completes all In-Water Work by: September 15, 2026 as per HPA
 - Contractor conducts site restoration, erosion controls and demobilizes by: September 25, 2026
 - Contractor returns to install bareroot plantings: Dec 2026 - Jan 2027

RFP-3 Contract Attachments

- Exhibit A – RFP
- Exhibit B – Contract/Agreement
- Exhibit C – Bid Forms, Bid Sheet and Price Sheet (Bidders Obligations and Representations)
- Exhibit D – Department of Revenue Tribal Habitat Restoration Projects – Sales Tax Exemption
- Exhibit E –Project Plans
- Exhibit F – Project Specifications
- Exhibit G – Project Permits and Placeholders
- Exhibit H – Grant Agreements & Landowner Agreements (Redacted) (*reserved*)
- Exhibit I – Tribe’s Q&A Responses / Addenda (*reserved*)
- Exhibit J – Selected Construction Contractor’s Proposal and Bid (*reserved*)
- Exhibit K – Selected Construction Contractor’s Bonds (*reserved*)

RFP-4 Project Overview

The Cowlitz Indian Tribe (Tribe) secured grant funding for the West Fork Grays River Hatchery Intake Removal & Fish Passage Project from the US Fish and Wildlife Service (USFWS) and from the Washington State Recreation and Conservation Office (RCO) to remove derelict WDFW hatchery structures and restore fish passage. This fish passage project will remove an abandoned hatchery intake structure (fish passage barrier), pipe, footbridge, abutments, and related items. The project also includes installing one apex large wood structure. This project will correct a documented fish passage barrier and restore full fish passage for anadromous salmon and steelhead in the West Fork Grays River.

The Cowlitz Tribe is soliciting bids for contractors to implement the project, including supplying project materials including but not limited to whole trees with rootwads attached and stick logs (piling). The proposed habitat restoration project includes both materials supply and construction. The Work includes removal, hauloff, and disposal of all existing in-channel structures and obstructions, including but not limited to the footbridge substructure and superstructure, sheet piles with reinforced concrete caps, and the reinforced concrete gate structure. It also includes the construction of an apex Large Wood Structure consisting of large woody material, pilings, anchors, and slash. The Contractor shall establish temporary access routes and maintain or repair existing access as needed to reach the project area and fully decommission temporary access routes upon project completion. The Contractor shall be responsible for all localized dewatering required to fully isolate the Work areas, including for barrier removal and for construction of the Apex Large Wood Structure, and for meeting all water quality and permit requirements. This will require implementation of erosion and water pollution control measures such as stream bypass, temporary crossing(s) over active flows, dewatering, and best management practices (BMPs) throughout construction. Temporary stream diversion system shall bypass all existing/expected creek flows for duration of construction window around the project area. Turbid construction water shall also be managed and treated to maintain permit compliance. Work also includes fully decommissioning and appropriately stabilizing temporarily disturbed areas with mulch and seed and then returning to install specified native plantings. All permanent access roads shall be left in equal or better condition at project completion.

The Cowlitz Tribe is soliciting proposals from construction contractors with experience implementing fish passage and habitat restoration projects. Specifically, the Tribe is interested in contractors that have the capacity and expertise to implement fish passage and instream and floodplain habitat restoration

projects that require:

- Specialized equipment including log loaders/shovels, large excavators, and associated attachments, and haul trucks/dump trucks to efficiently deliver and install large wood habitat structures in both wet and dry environments while minimizing riparian and water quality impacts;
- Heavy equipment with bio-hydraulic fluids as required by Corps/NMFS/WDFW permits;
- Experience and successful track record with performing in-water work, isolation, fish exclusion, dewatering/diversion & turbidity controls;
- Experience installing/removing temporary crossings (e.g., temporary bridges, log crib/corduroy, or equivalents) and working on log corduroy to minimize in-stream and riparian impacts during construction;
- Experience and machinery sufficient to install large wood with rootwads attached and pilings (e.g., vibratory hammer).
- Track record of successfully implementing in-stream habitat restoration projects in environmentally sensitive environments while maintaining compliance with Federal, State, and local permit requirements including, but not limited to, US Army Corps of Engineers (Corps) Section 404 Clean Water Act permit, Department of Ecology (DOE) 401 Certification, Washington Department of Fish and Wildlife (WDFW) Hydraulic Project Approval (HPA) and Department of Natural Resources (DNR) Forest Practice Act Permit (FPA) as well as local agency permits; Proven track record of successfully implementing habitat restoration projects within the past 5 years.

In general, the Contractor:

- Shall furnish all materials, qualified staff, equipment and tools necessary to safely and efficiently construct the habitat restoration project per the engineer's plans and specifications, and as per regulatory agency permit requirements;
- Shall maintain an adequate work force at all times to ensure timely completion of the work and shall utilize appropriate safety equipment at all times, as per industry standards and Tribe/Landowner requirements;
- Shall work cooperatively with Tribe staff, Project Engineer, landowner(s), and other designated parties during project construction;
- Shall maintain all insurance coverages, including Logger's Broad Form insurance, in the amount listed in the contract, with additional insureds named as per the contract, for duration of the project;
- Shall pressure wash all equipment and make sure they are clean of mud, seeds, and any foreign soil. Tribe staff will inspect all heavy equipment in Rosburg/Grays River (or nearby agreed upon location) prior to delivery to the job site;
- Shall provide **fire prevention measures** onsite as per DNR/Tribe requirements and abide by all DNR Industrial Fire Precaution Levels. This includes daily humidity testing and documentation log using with Tribe-provided meter;
- Shall provide fully stocked spill kits (one at the staging area and one in a readily accessible location where work is occurring along the West Fork Grays River project area);
- Shall provide excavators/log loaders/ and all other equipment operating below the OHWM with **biodegradable and non-toxic hydraulic fluids** as per project permits;
- Shall implement project in compliance with all regulatory permits (Exhibit H – Project

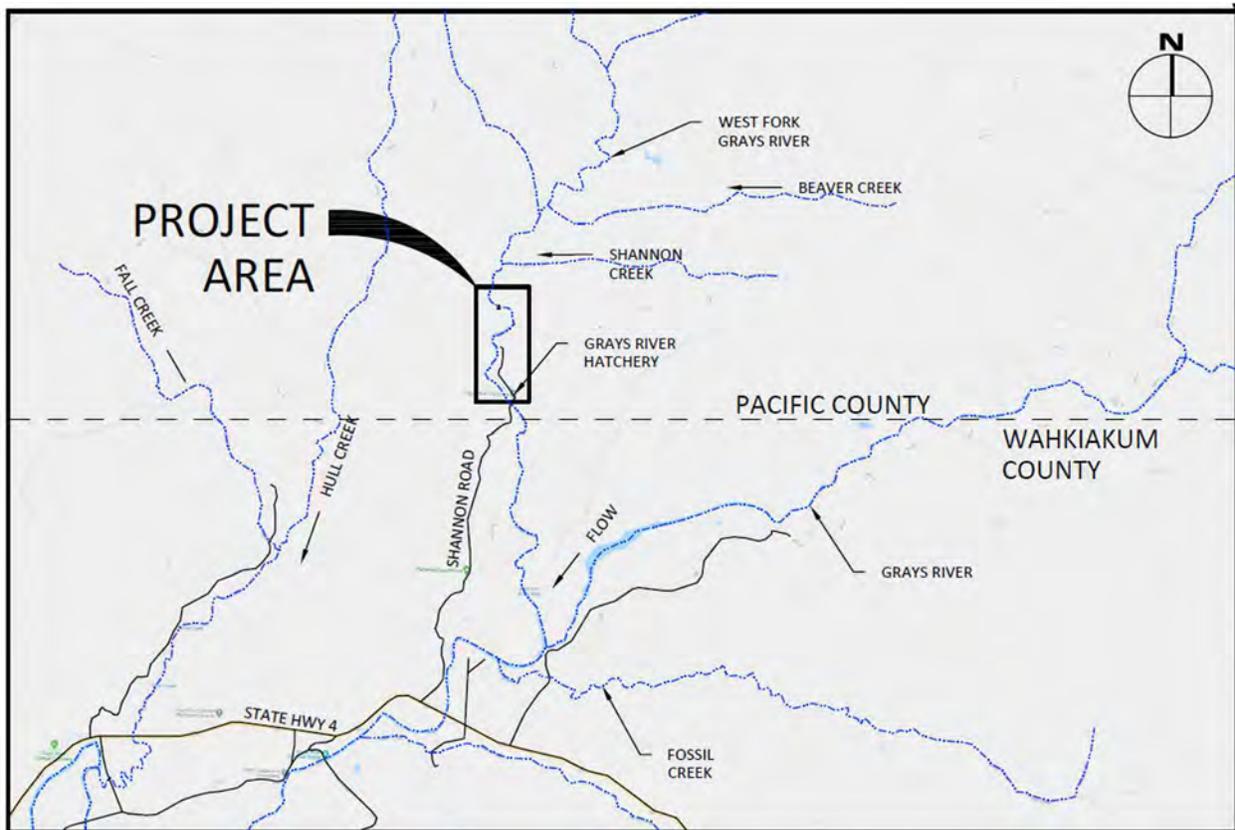
Permits)

- Shall conduct site cleanup, seeding, mulching and restoration measures as per plans, specifications and as directed by CIT PM, Engineer and Landowner, which is anticipated to include fully decommissioning temporary access routes, staging areas, restoring pre-existing grades, ripping and aerating compacted soils to 12 inches, installing mulch and straw, scattering salvaged slash over disturbed soils, and similar activities.

RFP-5 Project Location

The project site is located on WDFW property near River Mile (RM) 2.1 of the West Fork Grays River in Pacific County, Washington. The closest town is Grays River (Wahkiakum County), and the project site is accessed from State Route 4 and then Shannon Road. From State Route 4, follow Shannon Road for approximately 3 miles to the project site. For reference, WDFW's abandoned hatchery is 2 miles from the State Route 4 intersection, and there is a locked gate at the 1 Mile marker on Shannon Road. Approximate Project Coordinates at the fish passage barrier are Lat 46.393898°, Long -123.562106°.

The selected contractor must comply with all conditions in the access agreement with the Tribe and WDFW, and must secure gate keys from WDFW. Shannon Road is private from the gate at the 1 Mile marker all the way to the WDFW hatchery. Do not attempt to access the site through this locked gate and privately-owned property unless permission is granted and coordinated by Tribe. Tribe, WDFW, and Landowners assume no responsibility for damage to equipment or condition/suitability of access roads. Project vicinity map provided below.



RFP-6 Project Timeline - Overview

The WDFW in-water work window is currently being negotiated as part of our HPA permit with WDFW; however, we anticipate the approved window for this project will be July 15 – September 15. Contractor mobilization and materials delivery can begin prior to the in-water work window or during the in-water work window, provided the project is fully completed before the end of the in-water work window. Contractor cleanup, site restoration, soil stabilization and erosion controls, and demobe is required by September 25, 2026. Contractors are cautioned that river flows can be quite variable in September. Required diversion, dewatering and work area isolation efforts can become increasingly challenging as flows increase in response to early fall weather events known to occur in September.

RFP-7 COPIES OF BIDDING DOCUMENTS

Obtaining and Use of Bidding Documents

- A. Bidding Documents are available for download at <https://www.cowlitz.org/request-proposals-rfp>.
- B. Complete sets of Bidding Documents must be used in preparing Bids. Neither Tribe, Owner, Engineer, nor Tribe’s Project Representative assumes any responsibility for errors or misinterpretations resulting from use of the Bidding Documents.
- C. Copies of Bidding Documents available on the Tribe’s website address listed above are only for the purpose of developing Bids for the Work and do not confer a license, access, or grant to Bidders for any other use.
- D. In this document the words “proposal” and “bid” are used interchangeably and are intended to include all contractor’s submittals required in response to this RFP that will be reviewed and scored by the Tribe’s scoring committee.

RFP-8 CONTRACTOR/BIDDER QUALIFICATIONS

Qualifications

- A. Pre-qualification by the Tribe is not required to submit a Proposal/Bid.
- B. Each proposal and complete bid forms must contain evidence of Bidder’s qualification to do business in Washington by including a copy of their current Washington contractor’s license or equivalent.
- C. Tribe shall not consider proposals from entities which have been suspended or debarred, and must present, if asked, certification regarding debarment, suspension and other responsibility matters. Tribe shall and Applicants may consult the System for Award Management (<https://www.sam.gov>) to access the federal list of active suspensions or debarments.
- D. No Bidder shall be considered responsive and responsible if it is engaged in other work that impairs its ability to finance this Contract or to provide adequate labor and equipment for the proper execution of the work required. Each Bidder shall demonstrate its ability to meet all requirements of the Contract by evidence satisfactory to the Tribe.
- E. Construction of at least 5 successful stream restoration projects that included large wood structures/engineered log jams costing over \$100,000 in the last 5 years.

- F. Experience implementing habitat restoration-related projects requiring extensive isolation, dewatering, diversion, and turbidity controls.
- G. Experience implementing habitat restoration-related projects with Federal and State regulatory requirements governing work in environmentally sensitive areas including wetlands and streams that support Federally listed salmon and steelhead and other aquatic life.
- H. Experience building and restoring stream channels and installing Engineered Log Jams/large wood habitat structures in both wet and dry environments while minimizing riparian and water quality impacts on complex habitat restoration-related projects.
- I. Each Proposal/Bid shall contain a detailed summary of the Bidders approach to implementing the Project (Project Approach). The Project Approach shall support/substantiate the requirements in this section and shall address the Selection Criteria outlined in RFP-8 and RFP-25. Project approach shall be scored, and scores used by Tribe to support contractor selection.
- J. Resumes (Contractor's Key staff bios) do not count towards the Project Approach's page limit; however, each resume shall be a maximum of two pages.

Designation of Subcontractors/Key Tasks

- K. Identify all subcontractors (other than suppliers) having a direct contract with Bidder for performance of any portion of the project. Identified individuals or entities listed shall be included as part of the Tribe's evaluation and scoring under RFP-25 (Selection Criteria).

RFP-9 EXAMINATION OF BIDDING DOCUMENTS AND SITE

Bidder's Responsibilities

- A. It is the responsibility of each Bidder before submitting a Bid to:
 1. Examine and carefully study the Bidding Documents and other related data identified in the Bidding Documents.
 2. Promptly notify Owner of any language in the Bidding Documents or Contract Attachments that would prevent the Bidder from executing the contract/agreement as presented. Bidder must identify any language in the Bidding Documents or Contract Attachments that Bidder would like to negotiate changes to prior to, or at the time of, submission of the Bid.
 3. Visit the Site to become familiar with and satisfy Bidder as to the general, local, and Site conditions that may affect cost, progress, performance, or furnishing of the Work or that relate to any aspect of the means, methods, techniques, sequences, or procedures of construction to be employed by Bidder and safety precautions and programs incident thereto or that Bidder deems necessary to prepare its Bid for performing and furnishing the Work in accordance with the time, price, and other terms and conditions of the Bidding Documents. Bidder is expected to visit the Site and conduct an alert, heads-up, eyes-open, reasonable examination of the area and the conditions under which the Work is to be performed.
 4. Become familiar with and investigate both current and historical weather conditions including precipitation, river/ creek stages and flows, and similar conditions that can impact the work, its schedule and its cost.
 5. Become familiar with and satisfy Bidder as to all federal, state, and local Laws and Regulations that may affect cost, progress, performance, or furnishing of the Work,

- including, but not limited to, regulatory permits provided in the Exhibit.
6. Study and carefully correlate Bidder's knowledge and observations with the Bidding Documents and other related data.
 7. Promptly notify Owner of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents.

RFP-10 SITE CONDITIONS

Subsurface and Physical Conditions

- A. There are no reports or drawings related to subsurface conditions identified at the Site that were known to the Tribe or Engineer at the time the Bidding Documents were prepared.
- B. The Tribe makes no representation or warranty, expressed or implied, about river/creek flows, moisture conditions and water tables at the site.

Hazardous Environmental Conditions

- A. The Tribe has no knowledge of hazardous environmental conditions or potentially hazardous materials located within West Fork Grays River project site.

Work at the Site by Others

- A. The Tribe, Engineers, Landowners (WDFW and private), Cascade Environmental Services (Permitting Support), or others may be onsite or in the vicinity working on other projects while the contractor is constructing the West Fork Grays River Hatchery Intake Removal Project.

RFP-11 PRE-BID MEETING (MANDATORY)

A Mandatory Pre-Bid Meeting will be held on date indicated in RFP-2. RSVP as indicated below. We will meet at 10:00 AM at the gate on Shannon Road. The locked gate is 1 mile north of the Shannon Road/State Route 4 intersection. We will meet as a group, drive in to the abandoned WDFW hatchery (staging area), and then walk the remaining ~0.5-mile to the job site.

Representatives of Tribe and Engineer will be present to discuss the Project. All Bidders are required to attend, sign in, and participate in the meeting, which will include a Site visit and will last approximately 2 hours. Bidders should come prepared to access all portions of the Site, which includes, but is not limited to traversing steep slopes and forested areas, and ponded and wet areas. Owner will transmit to all prospective Bidders of record such Addenda as Owner considers necessary in response to questions arising at the meeting. Oral statements made during the meeting or at any other time may not be relied upon and will not be binding or legally effective. Bids from Bidders who did not attend the Mandatory Pre-Bid Meeting, sign in, and participate in the entire site visit will not be accepted.

RSVP to the mandatory pre-bid meeting by emailing individuals listed below by 2:00 PM the day prior to the meeting. We will respond via email with the mandatory pre-bid group meeting location/map and additional details.

Technical Contacts: Justin Isle – Senior Restoration Ecologist/PM (jisle@cowlitz.org)

503-799-0934 cell

Admin. Contact: Lacey Jacobs – Program Assistant (ljacobs@cowlitz.org)
360-353-9425

RFP-12 ADDITIONAL SITE VIEWING OPPORTUNITY (OPTIONAL)

No additional site viewing opportunities are proposed. Interested bidders must RSVP and attend the mandatory Pre-Bid Meeting to submit a proposal and bid.

RFP-13 SITE AND OTHER AREAS

The Site and all additional lands and access thereto required for staging and storage of materials and equipment to be incorporated in the Work are identified in the Bidding Documents.

RFP-14 INTERPRETATIONS AND ADDENDA

All questions about the meaning or intent of the Bidding Documents are to be directed to the Tribe in writing via e-mail to all contacts listed in RFP-1. Interpretations or clarifications considered necessary by Tribe in response to such questions will be issued by Addenda sent via e-mail to all parties recorded by Tribe as having attended the Mandatory Pre-Bid Meeting. Questions received after 6:00 PM on the date listed in RFP-2 will not be answered. Only questions answered by formal written Addenda will be binding, i.e., written Addenda are the only means for changes to the Bidding Documents prior to the Bid Closing. Oral comments, statements, instructions and other interpretations or clarifications made by Tribe, Landowner, Engineer, or others will be without legal effect.

Addenda may be issued to clarify, correct, or change the Bidding Documents as deemed advisable by Tribe. Bidder shall acknowledge receipt of Addenda(s) on the Bid Form.

RFP-15 BID BOND/CONTRACT SECURITY

All Bids shall be accompanied by a cashier's check, certified check or bid bond in the amount of 5% of the total amount of the Bid. If a bid bond is used, Bidders shall use industry standard bid bond forms from an acceptable surety.

RFP-16 INSURANCE

As evidence of the insurance coverage required by this Contract, Tribe shall require Contractors furnish acceptable insurance certificates with coverage as detailed in the attached contract/agreement prior to commencing work. Insurance limits and requirements for logger's broad form coverage are summarized in the attached contract. The certificate will specify all parties who are covered including, but not limited to, the Cowlitz Indian Tribe, Engineer (PARR/Ecosystem Restoration Services), Cascade Environmental Services, private

landowners, and WDFW. If requested, complete copies of insurance policies, trust agreements, etc. shall be provided to the Tribe. The Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions and/or self-insurance. Bidders may submit a sample certificate of insurance identifying their current coverages/limits with their proposal, and the certificate shall not count toward the proposal page limit.

RFP-17 CONTRACT TIMES

The number of days within which, or the dates by which, the Work (including Milestones) is to be (a) Substantially Complete and (b) complete and ready for final payment are set forth in the Bid Forms and the Agreement.

RFP-18 DAMAGES FOR DELAY

Provisions for damages for delay are set forth in the Construction Specifications and the Agreement/Contract.

RFP-19 PREPARATION OF BID

Bid Form is included with the Bidding Documents.

All blanks on the Bid Form and bid bond form must be completed by printing in ink, by typewriter, or by completing the electronic version, and the Bid signed. A Bid price shall be indicated for each item and all forms fully completed.

Bid Signatures

- A. A Bid by a corporation must be executed in the corporate name by a corporate officer and attested by the secretary or an assistant secretary. The corporate address and state of incorporation must be shown below the signature.
- B. A Bid by a partnership shall be executed in the partnership name and signed by a partner.
- C. A Bid by a limited liability company shall be executed in the name of the company by a member.
- D. A Bid by an individual shall show the Bidder's name and shall be signed by that individual.
- E. A Bid by a joint venture shall be executed by each joint venture partner in the manner indicated on the Bid Form.

All names must be typed or printed in ink below the signature.

The Bid shall contain an acknowledgement of receipt of all Addenda, the numbers of which must be filled in on the Bid Form.

The Bid shall list all entities that will have a direct contract with Bidder for the performance or furnishing of the parts of the Work identified on the Bid Form.

The address, email and telephone number for communications regarding the Bid must be shown.

The Bid shall contain the Bidder's Washington Construction Contractors Board license number.

Proposal shall be included with Bid Forms addressing requirements outlined in RFP.

RFP-20 BID PRICE

Bidders shall submit a complete Bid Sheet as included with the Bid Forms.

The Bid price(s) for all unit cost and lump sum items shall include such amounts as the Bidder deems proper for overhead and profit and any applicable taxes. Bidder shall provide an all-inclusive price.

RFP-21 SUBMITTAL OF PROPOSAL AND BID

Proposal/Bid shall be submitted no later than the date and time stated in RFP-2 and at the following place:

Justin Isle – Senior Restoration Ecologist
Cowlitz Indian Tribe – Natural Resources Department
1055 9th Avenue, Suite A
Longview, WA 98632

All blanks shall be filled in and the Bid Forms shall be signed. Hand delivered Bids shall be enclosed in an opaque sealed envelope, marked with the project title, name and address of Bidder, and the notation “PROPOSAL & BID ENCLOSED” on the envelope.

If the Bid is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate outer envelope with the notation “PROPOSAL & BID ENCLOSED” on the face of it and marked with the project title and name and address of the Bidder. Such Bids shall be addressed to:

Justin Isle – Senior Restoration Ecologist
Cowlitz Indian Tribe – Natural Resources Department
1055 9th Avenue, Suite A
Longview, WA 98632

Postmark dates/times **do not qualify** as the Bid Closing date/time.

NOTE: Bids may also be emailed. If emailing proposal and bid, you must include a complete copy of Bid Bond. Email proposals and bids to **both of the following email addresses:**

- jisle@cowlitz.org
- ljacobs@cowlitz.org

RFP-22 MODIFICATION AND WITHDRAWAL OF PROPOSAL/BID

A Proposal and Bid may be modified or withdrawn by an appropriate document duly executed in the manner that a Bid must be executed and delivered to the place where the Bids are to be submitted prior to the date and time of Bid Closing.

RFP-23 RECORDING AND OPENING OF PROPOSALS/BIDS

All Proposals received shall be recorded on a register of proposals. Tribe staff shall “time stamp” each sealed envelope received prior to the deadline, and then record the company

name of each proposal/bid received and the associated time stamp on the register of proposals.

Register of proposals shall be provided to the Natural Resources Department and a project contact from RFP-1 will email a copy of the register of proposals to each company who submitted a proposal/bid as confirmation of receipt.

Proposals and accompanying Bids will then be opened in private by the Tribe. Before scoring, Tribe Selection Committee shall review each Proposal/Bid received to determine responsiveness according to the Pass/Fail requirements outlined below:

- 1) Received by Deadline (P/F)
- 2) Attendance of Bidder (Prime) at Mandatory Job Walk (P/F)
- 3) Contains Proposal with Detailed Approach (P/F)
- 4) Contains Complete Bid Forms (P/F)
- 5) Contains Completed Bid Sheet and Price Sheet (P/F)
- 6) Contains Copy of Current Washington Contractor's license (P/F)
- 7) Not Suspended/Debarred (P/F)
- 8) Apparent Capacity to Complete (P/F)
- 9) Contains Executed Bid Bond Satisfied (P/F)
- 10) Experience (P/F)
- 11) Includes Resumes (brief bios) for Project Manager and Key Operators/Staff (P/F)
- 12) Appropriate Designation of Subcontractors (P/F)
- 13) Includes signed Non-Collusion Declaration (P/F)

Selection committee members will then evaluate all responsive proposals and assign scores based on the evaluation criteria stated in this RFP.

RFP-24 BIDS TO REMAIN SUBJECT TO ACCEPTANCE

All Bids will remain subject to acceptance for the period of time stated in the Bid Form.

RFP-25 SELECTION CRITERIA

Contractors are invited to respond to this RFP at their own cost. The submittal is limited to a maximum of 12 pages (6 sheets if duplex-printed) on 8.5" x 11" paper with a minimum font size 10 (Arial), not including the bid form (bidder's obligations and representations pages, bid sheet and price sheet, resumes/bios, bid bond or sample COI). The Tribe will not review materials in excess of the stated submittal limit. In evaluating Proposals and Bids, Tribe will first consider whether each Bid is complete and complies with the prescribed documents, requirements, and other data as may be requested in the Bid Form or other associated documents. When evaluating complete and compliant Bids and conducting scoring, the Tribe will consider the following:

- A. Bid prices, as required in the Bid Form and Price Sheet **(52 points)**;
- B. Bidder's proposed approach including construction methods, sequencing, and schedule **(36 points)**, including but not limited to the following:

- 1) Bidder's proposed schedule, staging, and sequencing of the Work.
 - 2) Bidder's understanding of the Work, including but not limited to the project's work windows and Milestones.
 - 3) Bidder's understanding of the temporary construction access challenges given site conditions, substrates, and in-water work.
 - 4) Bidder's understanding of the Site's water bodies and proposed means of managing potential water quality concerns (turbidity) including, but not limited to access route and crossing considerations, BMP's, dewatering/diversion, and other turbidity controls.
 - 5) Bidder's understanding of the project's regulatory requirements, including project permits (Exhibits), and proven ability to maintain permit compliance throughout the duration of the project.
 - 6) Specific equipment and workforce the Bidder will commit to the Work.
 - 7) Bidder's stated commitment to the satisfactory and timely completion of the Work.
- C. Qualifications and experience of the Project Manager, Site Superintendent and Foreman dedicated to the project and subcontractors (if applicable) identified for the project including constructing Engineered Log Jams/log habitat structures, **(2 points)**; and,
- D. Relevant company experience and Client/Project References **(8 points)**. Include relevant company experience implementing instream habitat restoration projects requiring isolation, dewatering, diversion, turbidity controls; experience building and restoring stream channels, and installing large wood habitat structures in both wet and dry environments while minimizing riparian and water quality impacts; experience implementing complex habitat restoration projects under Federal and State regulatory requirements governing work in environmentally sensitive areas including wetlands and streams that support Federally listed salmon and steelhead; Include a minimum of five applicable reference projects with proposal including project name, start date, completion date, project/contract cost, client name, phone number and email, project description/narrative.
- E. Bidder's identification of project risks and challenges and proposed approach(es) to addressing and minimizing those risks/challenges. Narrative describing Bidder's creativity and adaptability in responding to site and permit challenges, proposing alternative solutions, and meeting the Tribe's time sensitive schedule **(2 points)**.

After evaluation and scoring of all responsive Proposals according to the stated selection criteria, the Tribe selection committee will apply tribal preference in accordance with Cowlitz Procurement Code §3-208 Tribal Preference. For this RFP, and based on anticipated total project cost, Tribal Preference shall consist of a 2 percent scoring advantage (e.g., 2 points based on the 100-point scoring matrix for proposals submitted under this RFP). For example, if an Indian-owned business submits a proposal that is scored within 2 points of a non-Indian owned business, then the Tribe could award the project to the Indian-owned business. Preference may also be afforded to minority and women-owned businesses. According to our policy, preference is not required to be afforded to businesses having a poor record or performance. Order of preference (if applicable after scoring, and in case of a tie) is as follows:

- (1) First preference: 100% Cowlitz Tribal Member-owned business;
- (2) Second preference: 51% or greater Cowlitz Tribal Member-owned business;
- (3) Third preference: Businesses owned in part or whole by other Native American owned business. To qualify for this preference, the minimum amount of Native American-ownership of a partially-Native American-owned business is 51% (fifty-one percent).

The Tribe is interested in working with qualified contractors with the capacity to complete this project on schedule who have demonstrated experience and expertise completing instream and habitat restoration projects requiring stream diversion, dewatering, channel reconstruction and fish passage. To that end, Tribe selection committee may check references or other contacts, and research past completed projects to inform the contracting decision and scoring of all proposals and bids submitted. The Tribe will review each proposal and bid, proposed project-specific approach, and bid pricing to identify the top contractors offering the best value to the tribe. The Tribe may opt to open direct negotiations with the Bidder that presents the most qualified, highest scoring submittal or conduct interviews with a selection of the highest scoring bidders. Although unlikely given the size/scope of this project, the Tribe reserves the right to interview additional Bidders upon completion of initial scoring. The Tribe's selection committee shall confer and select the bidder offering the best value to the Tribe taking price and the other selection criteria (evaluation factors) into consideration after initial scoring (and interviews – if conducted).

Tribe may conduct such investigations as Tribe deems necessary to assist in the evaluation of any Proposal/Bid and to establish the responsibility, qualifications, and financial ability of Bidders, Subcontractors, Suppliers, and other individuals and entities to perform and furnish the Work in accordance with the Bidding Documents. Listed references and any other parties, as determined by the Tribe, may be contacted.

RFP-26 REJECTION OF ALL BIDS AND DISCREPANCIES; AWARD OF CONTRACT

Rejection of All Bids, Discrepancies

- A. Tribe reserves the right to reject any or all Bids, including without limitation noncompliant, non-responsive, unbalanced, unreasonable, or conditional Bids and Bids that exceed funding available for the project. Tribe further reserves the right to reject the Bid of any Bidder whom it finds, after reasonable inquiry and evaluation, to be non-responsive. Tribe may also reject the Bid of any Bidder if Tribe believes making an award to that Bidder would be detrimental to the Project.
- B. No Bidder shall be allowed to develop, submit, or be interested in more than one Bid. However, subcontractors and suppliers may be included in, and have an interest in, more than one Bid.
- C. Tribe reserves the right to waive any formal defects or irregularities in the proposals/bids, delay the project, extend the project, cancel the project, or to not award the project or revise quantities if deemed to be in the interest of the Tribe or funding agencies (e.g., if costs exceed project funding or project grant funding is cancelled due to the current federal/state budget uncertainty).

Award of Contract

- A. If the Contract is to be awarded, Tribe will give Successful Bidder a Notice of Intent to Award within seven business days after scoring committee completes their review. When the Notice of Intent to Award is issued, Tribe may also provide the ranking of contractors based on score.
- B. Tribe reserves the right to negotiate contract terms with the Successful Bidder.
- C. If the Contract is awarded, Tribe will award the Contract to the Bidder whose Proposal and Bid is in the best interests of the Project and most advantageous to

the Tribe taking into consideration price and the selection criteria (evaluation factors) outlined in the previous sections.

- D. If agreement cannot be reached, Tribe will enter negotiations with lower ranked contractors, in ranked order, until agreement is reached if the project is to be awarded.

RFP-27 CONTRACT SECURITY

Successful Bidder shall deliver executed Agreement to Tribe accompanied by the required performance and payment bonds.

RFP-28 SIGNING OF AGREEMENT

When Owner gives a Notice of Award to the Successful Bidder, it will be accompanied by the required number of unsigned counterparts of the Agreement with the other Bidding Documents that are identified in the Agreement as attached thereto. Within fourteen days thereafter, Successful Bidder shall sign and deliver the required number of counterparts of the Agreement and attached documents to Owner. Within fourteen days thereafter, Owner shall deliver one fully signed counterpart to Successful Bidder.

RFP-29 PAYMENT DETAILS & OVERVIEW

This contract requires the higher of either the state prevailing wage rates or federal Davis-Bacon rates, effective at the time of bid, including associated documentation.

Retainage of 5% of each invoice may be required, and if retained, shall be paid with final invoice upon final walk-through, inspection, and punchlist.

Measurement for payment will be based on bid sheet items including lump sum items with all incidentals included, and the actual number of units provided and installed per specifications as reviewed, approved, and accepted by Tribe Project Manager/Engineer for unit cost items.

Contractor shall anticipate that habitat structures and other unit cost items per bid sheet may vary in location (e.g., fit in the field as is typical with habitat restoration projects) and/or quantity depending on site conditions, and unit cost pricing.

Allowance/Alternate bid items and/or additional hourly work as per Price Sheet may be constructed if schedule/budget allows. If requested in writing by Tribe PM, additional work and/or post-project support (as per price sheet) may be requested to support project implementation. The Tribe Project Manager, in coordination with the Contractor's PM/Superintendent, shall maintain a record of hourly and unit cost pay items per the price sheet for invoicing and payment. Measurement for payment for these contingency efforts (if requested) will be based on the actual number of equipment hours used according to the Tribe Project Manager's records, rounded to the nearest 15 minutes, and made at the hourly and unit prices shown on the price sheet for each piece of equipment. No payment will be made for non-work hours due to lunch, breaks, maintenance, or breakdowns.

RFP-30 BID COMPENSATION

Submittal of a Proposal and Bid does not entitle any Bidder to any compensation. Bidder submittals

are to be completed entirely at Bidder's own risk. Materials submitted in response to this competitive procurement shall become the property of the Tribe and will not be returned.

EXHIBIT B
CONTRACT/AGREEMENT

CONTRACTOR AGREEMENT

Between:

The Cowlitz Indian Tribe on behalf of its Natural Resources Department

P.O. Box 2547

Longview, WA 98632

General Phone: (360) 577-8140

Department Phone: (360) 353-9509

(Hereinafter "Tribe")

and

Contractor

Address

Address

Phone: (360)

(Hereinafter "Contractor")

This Contractor Agreement ("Agreement") is executed by and between Contractor and the Tribe, a federally recognized sovereign nation pursuant to 65 Fed. Reg. 8436 (Feb. 18, 2000). Contractor and Tribe may be collectively referred to herein as the "Parties", and each may be referred to as a "Party".

TERMS & CONDITIONS

1. **Term.** The effective term of this Agreement shall be XXX through XXX, 2026 absent a valid termination action in accordance with the express terms of this Agreement.
2. **Contractor Obligations.** The Contractor agrees to perform services as set forth below and detailed in the attached Exhibits A through L (collectively, the "Work").
3. **Coordination of Agreement Documents, Plans, Special Provisions, Specifications, and Addenda.**
 - 3.1. The "Agreement" incorporates and includes the parts listed below, in order of precedence as follows:
 - 1) Contractor Agreement, as may be modified by change orders or amendments
 - 2) Project Permits
 - 3) Grant Agreements & Landowner Agreements
 - 4) Tribe's Q&A / Addenda
 - 5) Special Provisions
 - 6) Project Plans
 - 7) WSDOT Standard Plans for Road, Bridge, and Municipal Construction ("Standards"), Divisions 1-9

8) Contractor Proposal

The order of precedence does not apply to work that is required by part of lower precedence but omitted from a higher precedence part. The work required by one part must be part of the Work even if it is not mentioned in other parts of the Agreement.

Change Orders and Amendments, if authorized, will have the highest order of precedence; the most recently executed Change Order or Amendment has a higher order of precedence and will supplant and replace all other parts of the Agreement that are inconsistent with the Change Order or Amendment.

Terms within the Agreement shall have the meaning assigned to them. If there are conflicting definitions for the same terms within the Agreement, and the applicable definition for the term cannot be expressly clear, the term will be defined by the part of the Agreement with the highest order of precedence. All terms not otherwise defined within the section for which they are used, will have their plain and ordinary meaning.

It is the intent and understanding of the parties that the Tribe will fulfill the roles of the Owner, Contracting Agency, and Engineer, except as clarified below. The Tribe, either directly or through a designee, maintains and will exercise all discretionary authority assigned to "Engineer" within the Agreement, including, but not limited to, change orders, field orders, change proposals, substitutes, payments, inspection, and schedule. An "Agreement Arbiter" will be identified by the Tribe in writing prior to the start of the Work. The Agreement Arbiter must be an engineering firm or construction firm with experience in water and transportation projects. The Agreement Arbiter will perform the functions of the "Engineer" that require the Engineer to resolve claims, disputes, or disagreements between the Owner and Contractor; the Agreement Arbiter will only resolve claims, disputes, or disagreements between the Owner and Contractor that would otherwise be resolved by the Engineer. All other claims, disputes, or disagreements must be resolved as outlined in the Agreement. The Tribe reserves the right to designate a new Agreement Arbiter upon providing the Contractor with 7 days written notice of the new Agreement Arbiter.

3.2. If there is an inconsistency within or between (1) any terms of the Agreement, Addenda, Standards, or other parts of the Agreement issued before execution of the Contract, or (2) any terms of the Agreement, Addenda, Standards, or other parts of the Agreement, and the inconsistency is not clarified by the Tribe or an engineer designed by the Tribe in writing, then the Contractor shall provide the better quality or greater quantity of Service without requiring a change to the compensation. The terms and conditions of this section do not relieve the Contractor of any its obligations to review the Agreement or to investigate the site and the conditions affecting the Work.

4. **Designated Staff Contacts.** The following Staff Contacts shall act as the primary points of contact for the Parties during the term of this Agreement. Tribe and Contractor agree that these Staff Contacts are designated for purposes of technical communication, service coordination, approval of change orders, approval of force account use, and approval of allowances. The Parties may from time to time change their designated Staff Contact by giving the other party reasonable notice of such change.

Tribe's Staff Contact: Justin Isle, Sr. Restoration Ecologist/PWS
Phone: 503-799-0934
Email: jisle@cowlitz.org

Registered Professional Engineer: William Norris, PE
Phone: 509-281-3257
Email: will@moreredds.com

Contractor's Staff Contact:
Phone:
Email:

5. **Notice; Designated Legal Contacts.** Any and all legal notice required by or issued pursuant to this Agreement must be provided in writing, and shall be delivered postage pre-paid via certified mail or a reputable overnight courier to the following Legal Contacts:
 - 5.1. Legal notice to Contractor shall be at the address set forth on page one of this Agreement, and care of the Contractor's designated staff contact identified above.
 - 5.2. Legal notice to the Tribe shall be to the Cowlitz General Council Chair at the address set forth on page one of this Agreement, with courtesy copies sent to the Tribe's designated Staff Contact listed above, and to the Tribal Attorney of the Cowlitz Indian Tribe Legal Department at P.O. Box 2547 Longview, WA 98632.
 - 5.3. Either party may from time to time change its designated address for legal notice, or designated Legal Contact(s) for notice, by giving the other party reasonable notice of such change in writing.
6. **Change Orders.** Contractor understands and agrees that all Change Orders must be authorized in writing by the Tribe's Designated Staff Contact, as indicated in Paragraph 4. As used in this section, a "Change Order" means a change, modification, or update to the Work which does not increase the total compensation beyond the maximum compensation specified in Paragraph 7.1 and does not increase the compensation by more than ten thousand dollars (\$10,000.00) as a result of an individual change order. Any change, modification, or update to the Work, to exclude Work authorized through a force account or an allowance, that results in either an increase in compensation exceeding ten thousand dollars (\$10,000.00) per Change Order, or which increases the total compensation beyond the amount listed in Paragraph 7.1, must be treated as an Amendment to the Agreement, subject to the approvals listed in Paragraph 25.5. Work or material to be paid for by a force account or an allowance must be authorized in the same manner as a Change order, regardless of the increase to the compensation.
7. **Compensation.**
 - 7.1. **Maximum Compensation.** The maximum total compensation amount approved by Tribe and payable to Contractor under this contract shall not exceed XXXXXX (\$XXXXXX); which amount shall include any and all compensation for the Work. If the Agreement describes separate and specific maximum compensation amounts for Work and expenses, then at the end of the term of this Agreement, any remaining

balance in the amount allocated may be used by Tribe, at its sole discretion, to cover fees for authorized Work, so long as the total compensation amount set forth above is not exceeded, or returned to the grantee or general accounts of the Tribe, in the Tribe's sole discretion.

- 7.2. Fee Schedule. Tribe shall compensate Contractor according to the fee schedule(s) set forth in the Agreement in an aggregate amount not to exceed that stated in Section 7.1 above.

7.2.1. Contract Work Hours and Safety Standards Act. On Projects for which federal funds are to be used, the Contractor is responsible for ensuring compliance with the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708), including compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). The Contractor will compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. No laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.

7.2.2. Contractor acknowledges and agrees that its fee schedule anticipates any and all necessary overtime, and that the Contractor's compliance with this section will not be sufficient justification for Change Orders or Amendments. Nothing herein prevents the Contractor from setting its own schedule and, consistent with the critical dates and milestones specified in the Agreement, completing its work at an accelerated pace; however, Contractor agrees that its fee schedule(s) shall not be varied by virtue of the Contractor having to schedule its workforce in excess of a standard forty-hour week.

7.2.3. The Contractor understands and agrees that any language indicating that a mark-up shall be applied to rates, expenses, or other compensation under this Agreement are null and void, except as explicitly authorized by force account to compensate Contractor based on actual costs. The Tribe will not consider any mark-up on contractor's rates, expenses, or other compensation under this Agreement unless explicitly authorized by use of a force account to compensate Contractor based on actual costs

- 7.3. Eligible Expenses. Contractor may only seek reimbursement for Eligible Expenses, which are those reasonable expenses incurred with the prior written approval of Tribe or its designated representative. For Eligible Expenses, Contractor must provide a receipt or other proper proof of expense to receive reimbursement from Tribe.

7.3.1. Ownership of Expensed Items. Tribe shall retain sole and exclusive ownership of all property — real, movable, and/or intellectual — for which Tribe has provided any reimbursement to Contractor under this section.

Contractor shall promptly deliver to Tribe any Cowlitz Indian Tribe property upon request, or at the completion or termination of this Agreement.

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

7.5. **Invoicing & Payment Procedures.** Contractor shall submit invoices and appropriate Supporting Documentation to Tribe in accordance with this Agreement. Unless the Parties agree in writing to different terms, invoice periods shall begin on the first day of each month and end on the last day of each month. Invoices shall be submitted by Contractor to Tribe's designated Staff Contact within fifteen (15) days after the end of the month in which the Work were provided and/or expenses were incurred. Contractor waives the right to receive full payment on invoices submitted more than sixty days following the end of the proper invoice period.

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

7.6. **Retainage.** For each payment made prior to Substantial Completion of the Work, the Tribe will withhold five percent (5%) as retainage.

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

9. **Site Investigation and Conditions Affecting the Work.**

9.1. Contractor Acknowledges that it has taken steps to necessary ascertain the nature and location of the work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the work or its cost, including but not limited to:

- 1) Conditions bearing upon the transmission, disposal, handling, and storage of materials;
- 2) The availability of labor, materials, water, electric power, and access roads;
- 3) Uncertainties of weather, river stages, tides, or similar physical conditions at the site;
- 4) The conformation and conditions of the ground;
- 5) The character of subsurface conditions;
- 6) The character of equipment and facilities needed before and during work performance; and
- 7) Creek flows and annual variability.

Contractor acknowledges that it has sufficient knowledge of the character, quality, and quantity of surface and subsurface conditions to perform the Work in accordance with the terms and specification of the Agreement without additional expense to the Tribe. Any failure of the Contractor to take actions described and acknowledged in this section will not relieve the Contractor of its obligation to properly estimate the difficulty and cost of successfully performing the Work, or for actually performing the Work, without additional expense to the Tribe.

9.2. Tribe assumes no responsibility or liability for any conclusions or interpretations made by Contractor based on information made available by the Tribe, or which was reasonably accessible to the Contractor through reasonable investigation.

10. Differing Site Conditions. Contractor shall promptly, before the conditions are disturbed, notify the Tribe in writing of (1) conditions at the site which differ materially from those indicated in this Agreement, or (2) unknown physical conditions at the site, of an unusual nature, which differ materially from those typically encountered and generally recognized as inherent to the type of work provided for in the Agreement.

11. Performance.

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

11.2. Method of Performing Work. Contractor will determine the method, details, and means of performing the Work in compliance with the terms of this Agreement.

11.3. Contractor identified Key Personnel as part of Contractor's bid documents. Contractor understands and agrees that the Key Personnel identified are essential to the Work

being performed under this Agreement. Key Personnel cannot be changed without the written approval of the Tribe.

11.4. Labor, Tools, Materials, and Equipment. Contractor shall furnish all labor, equipment, materials, supervision, transportation, supplies, and incidentals required to perform Work under this Agreement. The Contractor shall provide any work or materials clearly implied in the Agreement, even if the Agreement does not mention it explicitly.

11.5. 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.

11.5.1. Indian Preference. Notwithstanding the above, Contractor shall, for all work performed on or near the Cowlitz Indian Reservation pursuant to this Agreement, and consistent with Section 703(i) of the 1964 Civil Rights Act, give preference in employment (including any authorized subcontracts) to equally qualified Indians regardless of their handicap, age, religion or sex. To the extent feasible and consistent with the efficient performance of this Agreement, the Contractor shall provide employment and training opportunities to Indians that are not fully qualified to perform under this Agreement, regardless of their handicap, age, religion or sex. Further, the Contractor shall comply with any applicable Indian preference laws and requirements established by the Cowlitz Indian Tribe.

11.6. Taxes, Permits, Fees. Contractor expressly agrees to pay and administer all federal, state and local taxes, permits, licenses, permits, duties, and other expenses incurred or payable in connection with the Work. The foregoing agreement includes, without limitation, payment of taxes based on or related to Contractor's or its Subcontractors' or vendors' labor or income (collectively, "Contractor Taxes"); provided, however, that if Contractor is responsible for payment of the Tribe's taxes under applicable law, unless otherwise instructed by the Tribe or the Tribe is contesting such taxes, Contractor must pay such taxes and Tribe must reimburse Contractor therefor upon submission of evidence of payment. Contractor must promptly provide Tribe with reports or other evidence reasonably acceptable to Tribe showing the payment of Contractor taxes by Contractor. Contractor must cooperate with Tribe to endeavor to minimize any taxes payable Tribe. Contractor must make available to Tribe and claim all applicable sales and/or use or excise tax exemptions, credits or deductions relating to the Work. To the extent Contractor is required by applicable law to collect sales tax from Tribe, Contractor must identify applicable taxes within their budgets and provide evidence of payment or invoice for the sales tax before collecting sales tax from Tribe on materials physically incorporated as part of the Work. Contractor must promptly provide Tribe with evidence reasonably acceptable to Tribe showing the payment of any sales tax by Contractor. Taxes paid by the Tribe hereunder are included within the Maximum Compensation allowed under Paragraph 7.1 of this Agreement. Contractor agrees to be solely responsible to secure and pay for any necessary or appropriate permits, fees, licenses, inspections, or other

prerequisites necessary for proper performance of the Work contemplated by this Agreement.

- 11.7. Assignment. Contractor shall not assign its interest in this contract, or any part thereof, including its right to receive payment for Work performed, to another party. Any attempt by Contractor to assign any obligations, rights, or fees under this Agreement will be null and void, and Contractor shall be responsible for all expenses, fees, and or costs associated with any unauthorized assignment.

12. Subcontractors

- 12.1. A "Subcontractor" is a person or entity who has a direct contract with the Contractor to perform a portion of the Work. The term "Subcontractor" is referred to throughout the Agreement as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a Separate Contractor or the subcontractors of a Separate Contractor.
- 12.2. A "Sub-subcontractor" is a person or entity who has a direct or indirect contract with a Subcontractor to supply material or equipment or to perform a portion of the Work. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.
- 12.3. Within fourteen (14) days of signing the Agreement, the Contractor shall furnish in writing to the Tribe the names of the persons or entities proposed as Subcontractors for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. The Contractor shall require each Subcontractor to identify the key personnel responsible for providing Work to the Tribe, and the Contractor shall furnish that information to the Tribe within the timeframe outlined in this paragraph; key personnel includes, but is not limited to, the owner, project manager, supervisor, and/or foreman. Within 14 days of receipt of the aforementioned information, the Tribe may notify the Contractor whether the Tribe: (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Tribe to provide notice within the fourteen (14)-day period shall constitute notice of no reasonable objection. Failure of the Tribe to object to a Subcontractor does not imply approval of specific products or materials.
- 12.4. The Contractor shall not contract with a proposed person or entity to whom the Tribe has made reasonable and timely objection. The Contractor shall not contract with a proposed person or entity listed on the government-wide exclusions in the System for Award Management (SAM) or any person or entity that has been debarred, suspended, or is otherwise excluded or ineligible to perform the Work. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.
- 12.5. If the Tribe has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Tribe has no reasonable objection.
- 12.6. The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Tribe makes reasonable objection to such substitution.

- 12.7. By appropriate written agreement, the Contractor shall require each Subcontractor (a) to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by the requirements of the Agreement; (b) to assume toward the Contractor all duties, obligations, and conditions imposed by the terms and conditions of the Agreement that the Contractor assumes toward the Tribe; (c) to affirm the same representations to the Contractor that the Contractor makes to the Tribe; and (d) comply with any and all pass-through requirements in the Agreement, if any. The Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors of every tier. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Agreement to which the Subcontractor will be bound.
- 12.8. The Tribe is an intended third-party beneficiary of the Contractor's agreements with any and all Subcontractor(s). Subcontractor(s) are not a third-party beneficiary of any contract or any other agreement between the Contractor and the Tribe, or between the Tribe and the Engineer, or between the Tribe and the Construction Management Support, or their respective consultants.
- 12.9. Contractor may not charge the Tribe a mark-up for the Work, compensation, or expenses of a subcontractor. Notwithstanding any subsequent communication, amendments, or agreements, the Contractor understands and agrees that the Tribe will not pay a mark-up on the compensation, expenses, or other payments made to a subcontractor.

13. Superintendence By The Contractor. At all times during performance of this Agreement, and until the work is completed and accepted, Contractor shall directly superintend the work or assign and have on the worksite a competent superintendent, as identified in proposal.

14. Schedule for Work.

- 14.1. Schedule. The Contractor understands and agrees that time is of the essence as to each milestone of the Work. The Contractor understands and agrees to the Contractor's obligations stated in Exhibit I that relate to the creation of a preliminary schedule and progress schedules and agrees to adhere to approved schedules.
- 14.2. Breach. Failure to comply with the scheduling requirements of Exhibit A and J, or failure to submit an acceptable schedule, shall result in the initiation of the dispute resolution process outlined in Paragraph 23 of this Agreement. The Parties shall work in good faith to agree to a revised schedule. If the Contractor refuses to engage in the dispute resolution process, the Contractor does not work in good faith to negotiate a mutually agreeable Schedule of Work, the parties cannot mutually agree to a revised Schedule of Work, or the Contractor fails to comply with a revised schedule of Work following successful dispute resolution, the Tribe, in its sole discretion, may terminate this Agreement for breach consistent with Paragraph 23 of this Agreement.

15. Protection of Existing Vegetation, Structures, and Improvements.

- 15.1. Contractor must preserve and protect all structures, equipment, utilities, other improvements, and vegetation (such as large conifer trees, shrubs, and grass) on or

adjacent to the work site, which are not to be removed and which do not interfere with the Work required under this Agreement. Contractor shall only remove trees when specifically authorized to do so and must avoid damaging vegetation that will remain in place. If any limbs or branches of trees are broken during the performance of this Agreement, or by the careless operation of equipment, Contractor shall trim those limbs or branches and paint the cut with a tree-pruning compound as directed by the Tribe.

15.2. If Contractor fails or refuses to repair the damage promptly, the Tribe may have the work performed and charged to the Contractor.

16. Fire Protection. When completing the Work, Contractor ground personnel shall have in possession during fire season (April 15 through October 15) a shovel, ax, and fire extinguisher conforming to Department of Natural Resources (DNR) fire regulations and comply with all laws and regulations pertaining to fire protection and suppression. Contractor shall report all fires to DNR (1-800-562-6010), Tribe (360-353-9425) and 911. Contractor will take every possible precaution to prevent fires from igniting and shall make every reasonable effort to suppress or contain fires started from any cause.

17. Representations.

17.1. Professional Work. Contractor shall perform Work in a professional, thorough, skillful, and safe manner, consistent with the relevant standard of care expected from professionals with similar credentials and experience, and in accordance with the usual and customary standards accepted in Contractor's profession for similar projects. Contractor shall notify Tribe of any inconsistencies or errors in Contractor's work that do not meet the aforementioned standards as soon as possible.

17.2. Fiduciary Duty. Contractor understands that Tribal and grant funds will be used to fund this project. Contractor understands and agrees that it has a fiduciary duty to the Tribe and to the grantors funding this Work to negotiate or interact with subcontractors, suppliers, vendors, subconsultants, and all other third parties; to procure necessary supplies and materials, and to make all decisions regarding the completion of this Work with integrity and transparency, in the best interest of the Tribe, and as required by the grantors.

17.3. Right of Inspection. The Tribe or its agents may inspect the work called for by this Agreement at any time and place. Where possible and practicable, the Tribe or its agents will perform inspections in a manner that will not unduly delay the work.

17.4. Correction of Work. If Contractor does not promptly replace or correct rejected work, the Tribe 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.

17.5. Non-waiver. 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.

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

19. Work Product.

19.1. Ownership of Work Product.

19.1.1. “Work Product” includes, but is not limited to, any and all papers, reports, information, drawings, internal memoranda, files, proposals, papers, copyrights, patents, photographs, data, and any written or graphic material, or any other material or property, whether stored electronically or in hard copy, in any and all formats including native formats, and however produced, prepared, collected, generated, or created by the Contractor in connection with this Agreement. Work Product does not include the Ownership and Use of Drawings, Specifications, and Other Instruments of Service referred to in Paragraph 19.2.

19.1.2. Tribe shall own all Work Product associated with this Agreement; and Contractor agrees that it will not retain any interest in such work product, and shall, in accordance with any and all applicable law, turn over any and all Work Product property to Tribe upon the expiration or termination of this Agreement or upon request.

19.2. Ownership and Use of Drawings, Specifications, and Other Instruments of Service

19.2.1. The Tribe, Tribe’s Engineer and the Engineer’s consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. The submittal or distribution of the Instruments of Service to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Tribe’s, Engineer’s or the Engineer’s consultants’ reserved rights.

19.2.2. The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Tribe, the Engineer, and the Engineer’s consultants.

- 19.3. Confidentiality. All Work Product shall be considered highly confidential, and Contractor shall take all necessary measures to maintain that confidentiality, and shall not disclose, publish, or disseminate any Work Product without the express prior written authorization from Tribe. Internally, Contractor shall only disclose Work Product to employees when necessary to perform the Work contemplated by this Agreement; and Contractor shall require all employees to maintain the Work Product's confidentiality.
- 19.4. Injunctive Relief. Contractor acknowledges that the breach or threatened breach by Contractor of the terms and provisions of this Section would cause irreparable injury to the Tribe, which could not be adequately compensated by money damages. Thus, Contractor agrees that Tribe may obtain a restraining order and/or injunction prohibiting Contractor's breach or threatened breach of these provisions in addition to any other legal or equitable remedies. Contractor agrees that this provision is fair and necessary to protect the Tribe's unique political and cultural interests, rights, and confidential information.

20. Bond/Surety.

- 20.1. Performance, and Payment Bonds.
- 20.1.1. Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the maximum compensation listed in Paragraph 7.1 of this Agreement, as security for the faithful performance and payment of Contractor's obligations under the Agreement. These bonds must remain in effect until one year after the date when final payment becomes due.
- 20.1.2. All bond forms must be in conformity with industry standard bond forms, unless specified by Tribe prior to execution of the Agreement and must be issued and signed by a surety named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Department Circular 570 (as amended and supplemented) by the Bureau of the Fiscal Service, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority must show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.
- 20.1.3. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized, in the state or jurisdiction in which the Work will be performed, to issue bonds in the required amounts.
- 20.1.4. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Tribe in writing and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which must comply with the bond and surety requirements above.
- 20.1.5. Failure to obtain a required bond is a breach of this Agreement. If Contractor has failed to obtain a required bond, Tribe may exclude the Contractor from the site and exercise Tribe's termination rights under Paragraph 23.
- 20.1.6. Upon request to Tribe from any Subcontractor, sub-subcontractor, or other person or entity claiming to have furnished labor, services, materials, or

equipment used in the performance of the Work, Tribe shall provide a copy of the payment bond to such person or entity.

- 20.1.7. Upon request to Contractor from any Subcontractor, sub-subcontractor, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Contractor shall provide a copy of the payment bond to such person or entity.

21. Insurance.

21.1. Insurance Required. Contractor shall (subject to applicable law) maintain, at a minimum, the following insurance throughout the term of this Agreement and for a period of three (3) years following substantial completion or termination of the Project:

- Commercial General Liability Insurance, in the amounts, as follows:
 - Each Occurrence (Bodily injury and Prop Damage) \$1,000,000
 - General Aggregate \$2,000,000
 - Products – Completed Operations Aggregate \$2,000,000
 - Personal and Advertising Injury \$1,000,000
 - Property Damage Liability Insurance will provide Explosion, Collapse, and Underground coverages where applicable.
 - Excess or Umbrella Liability
 - General Aggregate \$2,000,000
 - Each Occurrence \$1,000,000
- Commercial Automobile Liability Insurance, as follows:
 - Bodily Injury
Each Person \$2,000,000
 - Each Accident \$2,000,000
 - Property Damage: Each Accident \$1,000,000
 - Combined Single Limit of \$2,000,000
- Logger’s Broad Form
 - Each Occurrence \$1,000,000
 - Aggregate \$2,000,000
- Pollution Liability \$2,000,000
- Worker’s Compensation Insurance, Disability Benefits Insurance, and any other insurance required by law, as follows:
 - State Statutory
 - Federal Statutory
 - Employer’s Liability \$1,000,000

21.2. Subcontractor and Sub-subcontractor Insurance. Contractor shall require Subcontractors to purchase and maintain worker’s compensation, commercial general liability, and other insurance that is appropriate for their participation in the Project, and to name as additional insureds on each Subcontractor’s commercial general liability insurance policy; and suppliers to purchase and maintain insurance that is appropriate for their participation in the Project.

21.3. The following must be listed on all indicated policies as additional insureds:

- Cowlitz Indian Tribe, 1055 9th Ave, Longview, WA 98632

- Cascade Environmental Group, LLC, 2800 N Lombard St #803, Portland, OR 97217 (Consultant)
- Washington Department of Fish and Wildlife, 5525 South 11th Street, Ridgefield WA 98642
- Ecosystem Restoration Services, dba Parr Excellence, 302 W. Steuben Street, #6, Bingen, WA 98605
- Schmand Family Trust, PO Box 100, Rosburg, WA 98643
- Schmand Family Trust c/o Casper J Schmand, II, PO Box 100, Grays River WA 98621
- Bhradde Mea Schmand Trust, PO Box 100, Rosburg, WA 98643

21.4. General Requirements.

21.4.1. All insurance required by the Agreement to be purchased and maintained by Contractor shall be obtained from insurance companies that are duly licensed or authorized in the state or jurisdiction in which the Work will be performed to issue insurance policies for the required limits and coverages. All companies that provide insurance policies required under this Agreement shall have an A.M. Best rating of A-VII or better.

21.4.2. Alternative forms of insurance coverage, including but not limited to self-insurance and "Occupational Accident and Excess Employer's Indemnity Policies," are not sufficient to meet the insurance requirements of this Contract, unless expressly allowed in writing by the Parties.

21.5. Proof of Insurance. Contractor shall deliver certificates of insurance showing the foregoing coverage within ten days of the start of the Work. Upon request by Tribe, or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, full disclosure of all relevant exclusions, and evidence of insurance required to be purchased and maintained by Subcontractors or sub-subcontractors. In any documentation furnished under this provision, Contractor, Subcontractors, and sub-subcontractors may block out (redact) any confidential premium or pricing information and any wording specific to a project or jurisdiction other than those applicable to this Contract.

21.5.1. Failure of Tribe to demand such certificates or other evidence of full compliance with these insurance requirements, or failure of Tribe to identify a deficiency in compliance from the evidence provided, will not be construed as a waiver of the Contractor's obligation to obtain and maintain such insurance.

21.6. Cancellation, Termination, and/or Lapse of Insurance. Contractor agrees to provide Tribe with at least thirty (30) days prior notice of Contractor's intent to cancel, terminate, or allow any insurance policy required herein to lapse during term of this Agreement, and for a period of three (3) years following the expiration or termination of this Agreement.

21.7. No Subrogation. Contractor waives all subrogation rights it may have against the Tribe, any of the entities or individuals listed as additional insured within this Agreement, and their respective contractors, subcontractors, agents, officers, employees or entities.

- 21.8. No Subrogation Clause for Subcontractors. Contractor shall be responsible for assuring that each Subcontract contains provisions whereby the Subcontractor waives all subrogation rights it may have against the Tribe, any of the entities or individuals listed as additional insured within this Agreement, and any of their respective contractors, subcontractors, agents, officers, employees or entities.
- 21.9. The insurance and insurance limits required herein will not be deemed as a limitation on Contractor's liability, or that of its Subcontractors or Suppliers, under the indemnities granted to Owner and other individuals and entities in the Contract or otherwise.
- 21.10. Tribe does not represent that insurance coverage and limits established in this Agreement necessarily will be adequate to protect Contractor or Contractor's interests. Contractor is responsible for determining whether such coverage and limits are adequate to protect its interests, and for obtaining and maintaining any additional insurance that Contractor deems necessary.

22. Indemnification. As used in this paragraph, "Indemnatee" includes, respectively, the Tribe; Ecosystem Restoration Services, dba Parr Excellence; Cascade Environmental Group, LLC; Washington Department of Fish and Wildlife (WDFW), Schmand Family Trust; Schmand Family Trust c/o Casper J Schmand, II and Bhradde Mea Schmand Trust. Contractor agrees to, at its sole expense, hold harmless, indemnify, and, at Indemnatee's sole discretion, defend the Indemnatee and its officers, agents, employees, and assigns against any and all claims, demands, judgments, losses, costs, damages, expenses or other liabilities whatsoever, including court costs and reasonable attorney's fees and expenses, incurred by or claimed against the Indemnatee, its officers, agents, employees, and/or assigns, that arise out of or are based upon, whether directly or indirectly, Contractor's and/or Contractor's employee's, officers', or agents' errors, actions, omissions, negligence, and/or breach of contract related to this Agreement, including, but not limited to, accidents or injuries to persons or property.

The Tribe agrees to, at its sole expense, hold harmless, indemnify, and at Contractor's sole discretion defend the Contractor and its officers, agents, employees, and assigns against any and all claims, demands, judgments, losses, costs, damages, expenses or other liabilities whatsoever, including court costs and reasonable attorney's fees and expenses, incurred by or claimed against the Contractor, its officers, agents, employees, and/or assigns, that arise out of or are based upon, whether directly or indirectly, the Tribe's and/or the Tribe's employee's, officers', or agents' errors, actions, and/or omissions related to this Agreement, including, but not limited to, accidents or injuries to persons or property.

23. Termination.

- 23.1. For Breach. Either party may immediately terminate this Agreement by written notice following a material breach by the other party.
- 23.2. Non-Availability of Funds. Contractor understands and agrees that the funds being used to complete the Work are anticipated to be received from funds:(a) placed to the credit of Tribe in the Treasury of the United States, (b) appropriated by Congress, (c) received from grant sources, or (d) from local funds maintained in the name of the Tribe. The Tribe may terminate this Agreement by giving to the Contractor written notice of the lack of available funds. The Contractor must make reasonable efforts to

immediately cease Work upon receipt of such written notice, but the Agreement will terminate no later than thirty (30) days after receipt of written notice. The Contractor is entitled to payment for expenses, at the rates identified in the Agreement, prior to the termination of the Agreement. Any Work that was scheduled to be paid as a lump sum, will be prorated based on the percentage of Work complete at the time the Agreement terminates.

- 23.3. Effect. Upon termination, the obligations of the Parties for the further performance of this Agreement shall cease, but the Parties shall not generally be relieved of the duty to perform their obligations arising up to the date of termination. Termination shall in no way limit or restrict any right or remedy at law or equity which would otherwise be available to Tribe, including, but not limited to, the right to contract with other qualified persons to complete the performance of Work identified in or contemplated by this agreement.

24. Dispute Resolution.

- 24.1. Negotiation. In the event that a dispute arises between the Parties over the performance, interpretation, or enforcement of this Agreement, the Parties in the first instance shall attempt in good faith to resolve the dispute informally through face-to-face negotiations. These negotiations shall take place at the Cowlitz Indian Reservation in Ridgefield, Washington, unless otherwise agreed upon in writing by the Parties. All offers, promises, conduct and statements, whether oral or written, made in the course of the negotiation by any of the Parties, their agents, employees, experts and/or attorneys shall be considered confidential, privileged and inadmissible for any purpose, including impeachment, in any other proceeding involving the Parties. Provided, however, that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the negotiations.

- 24.2. By General Council Chairman. If the Parties are unable to resolve the dispute through negotiation, the aggrieved Party shall submit the matter, in writing, to the Chairman of the Cowlitz Tribal Council. A copy of the aggrieved Party's submission shall be served upon the other Party in accordance with the notice provisions of this Agreement. The Chairman shall promptly convene a meeting of the Parties, which shall be held at the Cowlitz Indian Reservation in Ridgefield, Washington, to resolve the matter. The decision of the Chairman shall be final and binding upon both Parties. Provided, however, that nothing shall operate to limit or prohibit Tribe from otherwise enforcing its rights under this Agreement.

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

25. General Terms.

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

- 25.2. Severability. If any term of this Agreement is to any extent illegal, otherwise invalid, or incapable of being enforced, such term shall be excluded to the extent of such invalidity or unenforceability; all other terms hereof shall remain in full force and effect; and, to the extent permitted and possible, the invalid or unenforceable term shall be deemed replaced by a term that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term.
- 25.3. Entire Agreement. This Agreement incorporates all of the agreements, covenants and understandings between the Parties, and supersedes all prior or contemporaneous oral or written agreements between the Parties. No agreement or understanding, verbal or otherwise, of the Parties regarding their responsibilities under this Agreement shall be valid or enforceable unless embodied in the Agreement.
- 25.4. Attachments. The following documents are hereby incorporated by this reference and made part of this Agreement:
- Exhibit A – Request for Proposals
 - Exhibit C – Bid Forms
 - Exhibit D – Department of Revenue Tribal Habitat Restoration Projects – Sales Tax Exemption
 - Exhibit E – Project Plans
 - Exhibit F – Project Specifications/Special Provisions
 - Exhibit G – Project Permits and Placeholders
 - Exhibit H – Grant Agreements (Redacted) & Landowner Agreements
 - Exhibit I – Tribe’s Q&A Responses/Addenda
 - Exhibit J – Construction Contractor’s Proposal and Bid
 - Exhibit K – Construction Contractor’s Bonds
 - Exhibit L – [Reserved for Additional Exhibits]
- 25.5. Amendments. Except for Change Orders as outlined in Paragraph 6, no amendment, modification, update, or addendum to this Agreement shall be valid unless it is in writing and executed by authorized representatives of both Parties. As used in this paragraph, “authorized representative” of the Tribe means the Tribal Council of the Cowlitz Indian Tribe, or a representative to whom the Tribe has delegated signature authority via a Tribal Council Resolution.
- 25.6. Survival. The requirements of Section 7 (Maintenance & Retention of Records; Financial Management for Accounting & Audits), Section 11 (Work Product), Section 13 (Indemnification), and Section 15 (Dispute Resolution) of this Agreement shall survive termination of this Agreement. Further, provisions that, by their nature, are reasonably expected by the Parties to be performed after the expiration or termination of this Agreement shall survive and be enforceable. Any and all liabilities, actual or contingent, which have arisen during the term of and in connection with this Agreement, shall survive the expiration or termination of this Agreement.
- 25.7. No General Waiver. Any waiver or failure of the Parties to enforce or insist upon any term in this Agreement does not constitute a general waiver or relinquishment of that term.
- 25.8. No Construction Against Drafter. Each party has participated in negotiating and drafting this Agreement. If any ambiguity or question of intent or interpretation

arises, this Agreement is to be construed as if the Parties had drafted it jointly, as opposed to being construed against one party because it was responsible for drafting one or more provisions.

25.9. **Conflicts.** In the event of a conflict between the terms and conditions of this Agreement and those of a Scope of Work or other exhibit or attachment to this Agreement, the terms and conditions of this Agreement shall be controlling.

25.10. **Execution.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Agreement. The counterparts of this Agreement and any ancillary documents may be executed and/or delivered by electronic means by any of the Parties to any other Party and the receiving Party may rely on the receipt of such document so executed or delivered as if the original had been received.

26. **Jurisdiction & Venue.** The validity, interpretation, and performance of this Agreement, and any and all written instruments, agreements, specifications and other writings of whatever nature which relate to or are part of this Agreement, shall be governed by and construed in accordance with the laws of the State of Washington. This Agreement is deemed executed at the Cowlitz Indian Reservation in Ridgefield, Washington. Venue of any court action filed to enforce or interpret the provisions of this Agreement shall be exclusively in the courts of Clark County, Washington. 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.

27. **Sovereign Immunity.** Notwithstanding any other terms or provisions of this Agreement, Contractor understands and agrees that the Tribe, by entering into this Agreement, does not waive its sovereign immunity from suit, nor does it waive, alter, or otherwise diminish its sovereign rights, privileges, remedies, or services guaranteed by federal law.

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

28.1. Compensation under this Agreement is comprised, in part, from grants agreements between the Tribe and private, state and federal sources, which are available upon request, and the applicable flow-down terms are incorporated by reference into this Agreement. Contractor acknowledges and agrees to comply with applicable requirements set forth in grant agreements funding the Work.

28.2. Infrastructure Investment and Jobs Act, Pub. L. No. 117-58, Build America, Buy America Act, Pub. L. No. 117-58, Section 70901-52. Unless the Tribe notifies the Contractor of a waiver of the requirements of section 70914 of the Build America, Buy America Act for a specified purchase, the Contractor must comply with section 70914 of the Act, including incorporation of a Buy America preference. Contractor must, subject to the applicability of any waivers previously mentioned, comply with the following Buy America Promise:

28.2.1. All iron and steel used in the project are produced in the United States. This means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

- 28.2.2. All manufactured products used in the project are produced in the United States. This means the manufactured product was manufactured in the United States, and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
- ~~28.2.3.~~ All construction materials are manufactured in the United States. This means that all manufacturing processes for the construction material occurred in the United States.
- 28.3. Davis-Bacon Act. On Projects for which federal funds are to be used, the Contractor is responsible for ensuring compliance with the Davis-Bacon Act, as amended (40 U.S.C. 3141-3148), and will pay wages to individuals performing the Work at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor and not less than once a week.
- 28.4. Copeland “Anti-Kickback” Act. On Projects for which federal funds are to be used, the Contractor is responsible for ensuring compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor Regulations (29 C.F.R. Part 3, “Contractors and Subcontractors on Public Buildings or Public Work Financed in Whole or in Part by Loans or Grants from the United States.”). The Contractor, each subcontractor, and any other individual or entity receiving compensation for the Work is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of the Work, to give up any part of the compensation to which the individual or entity is otherwise entitled.
- 28.5. Clean Air Act and Federal Water Pollution Control Act. On Projects for which federal funds are to be used, the Contractor is responsible for ensuring compliance with the requirements, standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).
- 28.6. Byrd Anti-Lobbying Amendment. On Projects for which federal funds are to be used, the Contractor is responsible for ensuring compliance with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352), including by ensuring that the Contractor and each Subcontractor of any tier files the required certification that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of Congress, or an employee of a member of Congress, in connection with obtaining any federal contract, grant, or other award covered by 31 U.S.C. 1352.
- 28.7. Travel Expenses. Subject to applicable law, Tribe shall evaluate and determine the reasonableness and allowability of travel expenses within the Contractor’s fee schedule(s) in accordance with the standards set forth in 41 C.F.R. Subtitle F, Chapter 301, as amended. Provided, however, that where such standards conflict with any Cowlitz Indian Tribe law or policy, the Cowlitz Indian Tribe law or policy shall govern.
- 28.8. Media Releases. Neither Party will use the other Party’s name, logo, or trademarks, or issue any press release or public announcement regarding this Agreement, without the other Party’s written consent, unless specifically required by Law. Contractor will not issue any press release or public announcement about the Work described herein, without the express written consent of the Tribe.

IN WITNESS WHEREOF, we set our hands and seals:

[Signature page(s) to follow.]

Cowlitz Indian Tribe:

By: _____

Date: _____

Name:

Title:

Contractor:

By: _____

Date: _____

Name:

Title:

Exhibit C
Bid Forms
(Bidder's Obligations and Representations)



Cowlitz Indian Tribe

Natural Resources Department

West Fork Grays River Hatchery Intake Removal & Fish Passage Project - Construction RFP

BID FORMS

(please complete, sign, and include all sheets with your proposal)

B-1 *PROJECT DESCRIPTION*

The Cowlitz Indian Tribe (Tribe) secured grant funding for the West Fork Grays Hatchery Intake Removal and Fish Passage Project from the US Fish and Wildlife Service (USFWS) and from the Washington State Recreation and Conservation Office (RCO) to remove derelict WDFW hatchery structures to restore fish passage and enhance in-stream habitat conditions. The project will remove an abandoned hatchery intake structure (fish passage barrier), pipe, footbridge, abutments, and related items. This project will correct a fish passage barrier and restore full fish passage for anadromous salmon and steelhead in the West Fork Grays River.

B-2 *THIS PROPOSAL AND BID IS SUBMITTED TO*

Justin Isle – Senior Restoration Ecologist
Cowlitz Indian Tribe – Natural Resources Department
1055 9th Avenue, Suite A
Longview, WA 98632

NOTE: Proposal and Bid may also be emailed. If emailing Proposal and Bid, you must include a complete copy of Bid Bond. Email Proposals and Bid to both of the following email addresses:

- jisle@cowlitz.org
- ljacobs@cowlitz.org

Refer to RFP for detailed Proposal/Bid submittal requirements.
Proposals/Bids are due by 2:00 PM PST on the date indicated in the RFP.

B-3 *BIDDER'S OBLIGATIONS AND REPRESENTATIONS*

- 3.01 The undersigned Bidder proposes and agrees, if this Proposal and Bid is accepted, to enter into an Agreement with the Tribe in the form included in the RFP and associated Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the Contract Price and within the Contract Times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents. The Bidder shall guarantee their Proposal and Bid with a bid bond in the amount of 5% of the total Bid amount as outlined in the RFP document. Bid Bond shall be included with Proposal and Bid. If emailing Proposal and Bid, Contractor shall include a complete photocopy of the Bid Bond.
- 3.02 The Bidder accepts all terms and conditions of the Bidding Documents. This Proposal and Bid will remain subject to acceptance for 30 days after proposal due date. Bidder will sign and deliver the required number of counterparts of the Agreement with Bonds and other documents required by the RFP within 14 calendar days after the date of Tribe's Notice of Intent to Award.
- 3.03 In submitting this Bid, Bidder represents and agrees, as more fully set forth in the Agreement, that:
 - A. Bidder has examined and carefully studied the Bidding Documents and the following Addenda (receipt of which is hereby acknowledged)

Addendum No.	Addendum Date
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

- B. Bidder has carefully studied, is familiar with, and accepts the Bidder Responsibilities outlined in the RFP and elsewhere in the Bidding Documents, including but not limited to this form, the RFP, the project plans, the project specifications, and other applicable documents.
- C. Bidder is aware of the general nature of the work to be performed by Tribe and others at the Site that relates to Work for which this Bid is submitted as indicated in the Bidding Documents.
- D. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.
- E. Bidder has given Tribe written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents and the

written resolution thereof by Owner is acceptable to Bidder, and the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Bid is submitted.

- F. Bidder has given Tribe written notice of any language in the Bidding Documents or Contract Attachments that Bidder would request to negotiate prior to executing the contract/agreement.
- G. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any individual or entity to refrain from submitting a Bid; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner. Bidder has signed the Non-Collusion Declaration.

B-4 *CONTRACT TIMES*

4.01 Bidder agrees that all Milestones and Work will be completed in accordance with the project plans and specifications on or before the dates indicated below.

Pre-Construction Meeting:	June 2026
Delivery of Materials:	June-July, 2026
Contractor Mobilization for Construction (est):	July-August 2026
In-Water Work Window begins as per WDFW HPA:	July 15, 2026*
Contractor Completes all In-Water Work per WDFW HPA by:	Sept. 15, 2026*
Contractor Completes Site Restoration, Erosion Controls and Soil Stabilization by:	September 25, 2026
Contractor Completes Cleanup and Demobe by:	September 25, 2026

** Tribe is currently coordinating with WDFW on in-water work window for this project and an HPA. Anticipated in-water work window based on conversations with the local WDFW biologist. WDFW HPA to be provided to contractors as soon as it is issued (e.g., to be included in Q&A Addenda).*

Owner and Bidder recognize that time is of the essence for this Contract based on regulatory timelines for in-water work as outlined in Project Permits. Progress payments shall be withheld if milestones are not met. Progress payments shall only resume when contractor meets milestones and work is being completed pursuant to timelines specified.

B-5 *TERMINOLOGY*

5.01 The terms used in this Bid, if not defined in the Bidding Documents, are consistent with industry standards for stream and habitat restoration projects. The “Contracting Agency” “Owner,” and “Engineer” shall be the Cowlitz Indian Tribe (Tribe) or their designate.

B-6 *PROPOSAL & PROJECT APPROACH*

6.01 Bidder shall attach and enclose in an envelope their detailed Proposal (including project approach and additional details requested in the RFP), signed Bid Forms, and Bid Bond. Bidder agrees that the Project Approach shall be a condition of the Proposal and Bid. Bidders shall designate and commit a respective Project Manager/Superintendent and Lead Operator in the table below. These individuals must be available during all phases of work and must attend weekly (or other) meetings and oversee daily progress.

<u>Title</u>	<u>Name</u>	<u>Contact Information</u>
Project Manager / Superintendent:		
Lead Operator / Foreman:		

*(If employees listed, or other company employees, have completed logger training program approved by Sustainable Forestry Initiative (e.g., Master Logger Training) please indicate above.

B-7 *CONTRACT PRICING:*

Bidder will complete the Work in accordance with the Bidding Documents for the price(s) within the completed and submitted **Bid Sheet** (see below). Bidder shall provide an all-inclusive quote. The Bidder shall provide all labor, materials, tools, equipment, transportation, supplies, and incidentals required to complete all work for the items included in the plans and on the bid sheet. Bidder’s equipment including, but not limited to excavators/log loaders, haul trucks/tracked dumps and other equipment operating below the OHWM shall use biodegradable and non-toxic hydraulic fluids as per project permit requirements. Bidder shall provide proof of biodegradable and non-toxic hydraulic fluids for each piece of equipment prior to mobilization of each piece of equipment.

Price Sheet (see below) – Provide fully loaded hourly rates for labor and equipment to be utilized for additional work tasks if and as requested by the Tribe Project Manager. Price sheet may also be used for additional and/or post-project site tasks or follow-on adaptive management efforts as identified by the Tribe’s Project Manager or for additional landowner site cleanup/restoration requirements. The Price Sheet form shall include proposed equipment for the project and may be edited to include any items anticipated or that may be needed as an extension of similar work under this contract. Loaded rates are to include equipment, qualified operator at applicable prevailing wage rate, fuel/consumables, lodging (if not local), incidentals, etc. Please include Mobe/Demobe for equipment. Mobe/Demobe is a one-time payment and is to include both bringing equipment in and hauling equipment out (mobe/demobe). It may be charged one time per requested machine if not already onsite for project construction.

WF Grays River Hatchery Intake Removal & Fish Passage Project - Bid Sheet

Bid Item	WSDOT 2026	Bid Item	Units	Estimated Quantity	Unit Cost	Item Cost
1	1-09	MOBILIZATION	LS	1		
2	2-02	REMOVAL OF EXISTING STRUCTURES	LS	1		
3	2-02	HAUL AND DISPOSAL OF REMOVED STRUCTURES AND OBSTRUCTIONS (Est. 200 cy – in place)	LS	1		
4	6-05	TIMBER PILING (provide & install)	EA	9		
5	8-01	EROSION CONTROL AND WATER POLLUTION PREVENTION	LS	1		
6	8-02	SEEDING	AC	1.5		
7	8-02	REVEGETATION WITH NATIVE BARE ROOT STOCK	LS	1		
8	8-26	TEMPORARY ACCESS (all)	LS	1		
9	8-26	TEMPORARY STREAM CROSSINGS	LS	1		
10	8-27	LARGE WOODY MATERIAL- LOG WITH ROOTWAD (provide & install)	EA	10		
11	8-27	LARGE WOODY MATERIAL- RACKING LOG WITHOUT ROOTWAD (provide & install)	EA	4		
12	8-27	THREADED ROD (provide & install rod, washers, nuts)	EA	9		
13	8-31	TEMPORARY STREAM DIVERSION (all)	LS	1		
14	8-30	SALVAGED BOULDERS	EA	50		
15	1-09	ADDITIONAL SITE RESTORATION (Force Account)				45,000
16	8-31	FISH SALVAGE SUPPORT (2 LABORERS & PUMPS)	LS	1		

BID
TOTAL: _____

Contractor: _____
 Signature: _____
 Date: _____

West Fork Grays River - Hatchery Intake Removal & Fish Passage Project

Construction RFP - Bid Forms - Price Sheet

(Heavy Equipment/Operator Loaded Hourly Rates)
 Cowlitz Indian Tribe - Natural Resources Department
 31320 NW 41st Avenue, Ridgefield, WA 98642



Items	Item Description*	Equipment (Specify Make/Models/Year)	Equipment with Biohydraulic Fluid (Yes/No)	Equipment Mobe/Demobe (billed 1 time)*	Unit	Hourly Rate (loaded PW rate for equipment, qualified operator at prevailing rate, fuel, incidentals, etc.)**
Heavy Equipment - Excavators						
1				\$	Hourly	\$
2				\$	Hourly	\$
3				\$	Hourly	\$
4				\$	Hourly	\$
5				\$	Hourly	\$
6				\$	Hourly	\$
7				\$	Hourly	\$
8				\$	Hourly	\$
9				\$	Hourly	\$
10				\$	Hourly	\$
11				\$	Hourly	\$
12				\$	Hourly	\$
Heavy Equipment - Log Loaders/Shovels						
1				\$	Hourly	\$
2				\$	Hourly	\$
3				\$	Hourly	\$
4				\$	Hourly	\$
5				\$	Hourly	\$
Heavy Equipment - Skidders						
1				\$	Hourly	\$
2				\$	Hourly	\$
3				\$	Hourly	\$
4				\$	Hourly	\$
5				\$	Hourly	\$
Heavy Equipment - Haul Truck/Off Road Dump						
1				\$	Hourly	\$
2				\$	Hourly	\$
3				\$	Hourly	\$
4				\$	Hourly	\$
5				\$	Hourly	\$
6				\$	Hourly	\$
Heavy Equipment - Tracked Dumps						
1				\$	Hourly	\$
2				\$	Hourly	\$
3				\$	Hourly	\$
4				\$	Hourly	\$
5				\$	Hourly	\$
6				\$	Hourly	\$
Heavy Equipment - Dozers						
1				\$	Hourly	\$
2				\$	Hourly	\$
3				\$	Hourly	\$
4				\$	Hourly	\$
5				\$	Hourly	\$
Heavy Equipment - Scrapers						
1				\$	Hourly	\$
2				\$	Hourly	\$
3				\$	Hourly	\$
4				\$	Hourly	\$
5				\$	Hourly	\$

Notes: *Please include anticipated class/size for equipment - Add additional pages if needed.
 **Loaded Equipment and Staff rates listed above may be used to address additional tasks to support the project or additional phases, if and as requested by the CIT PM. Loaded rates are to include equipment, qualified operator at prevailing wage rates, fuel/consumables, lodging (if not local), all incidentals, etc.
 *Mobe/demobe is a one-time payment and is to include both bringing equipment in and hauling equipment out (mobe/demobe) It may be charged one time per requested machine if not already onsite for initial project construction.

Signature: _____ Title: _____ Date: _____

West Fork Grays River - Hatchery Intake Removal & Fish Passage Project Construction RFP - Bid Forms - Price Sheet



(Heavy Equipment/Operator Loaded Hourly Rates)
Cowlitz Indian Tribe - Natural Resources Department
31320 NW 41st Avenue, Ridgefield, WA 98642

Items	Item Description	Equipment (Specify Make/Model/Year)	Equipment with Biohydraulic Fluid (Yes/No)	Equipment Mobe/Demobe (billed 1 time)*	Unit	Hourly Rate (loaded PW rate for equipment, qualified operator at prevailing rate, fuel, incidentals, etc.)*
Heavy Equipment - Water Truck / Water Wagons						
1				\$	Hourly	\$
2				\$	Hourly	\$
3				\$	Hourly	\$
4				\$	Hourly	\$
Heavy Equipment - Front End Loaders						
1				\$	Hourly	\$
2				\$	Hourly	\$
3				\$	Hourly	\$
4				\$	Hourly	\$
Heavy Equipment - Motor Grader						
1				\$	Hourly	\$
2				\$	Hourly	\$
Hvy. Equip. - Single Drum Roller/Vib. Soil Compactor						
1				\$	Hourly	\$
2				\$	Hourly	\$
Heavy Equipment - Other						
1	Straight Log Trucks with qualified driver		N/A	N/A	Hourly	\$
2	Log Truck w/ Hay Racks with qualified driver		N/A	N/A	Hourly	\$
3	Self-Loader with qualified driver		N/A	N/A	Hourly	\$
4	Dump Truck (10-12 CY) with qualified driver		N/A	N/A	Hourly	\$
5	End dump - high side (~75 CY) with qualified driver		N/A	N/A	Hourly	\$
6	End dump (25+ CY) with qualified driver		N/A	N/A	Hourly	\$
7	Side dump with qualified driver		N/A	N/A	Hourly	\$
8	Lowboy with qualified driver		N/A	N/A	Hourly	\$
9	Lowboy with jeep with qualified driver		N/A	N/A	Hourly	\$
10	RTV/UTV w/ operator		N/A	N/A	Hourly	\$
11	Other:				Hourly	\$
12					Hourly	\$
13					Hourly	\$
14					Hourly	\$
15					Hourly	\$
16					Hourly	\$
17					Hourly	\$
18					Hourly	\$
18					Hourly	\$
20					Hourly	\$
21					Hourly	\$
22					Hourly	\$
23					Hourly	\$
24					Hourly	\$
25					Hourly	\$
26					Hourly	\$
Staff						
1	Laborer (prevailing wages [PW])		N/A	N/A	Hourly	\$
2	Sawyer (incl. saw/consumables/incidentals/etc at PW.)		N/A	N/A	Hourly	\$
3	Faller (incl. saw/consumables/incidentals/etc. at PW)		N/A	N/A	Hourly	\$
4	Project Manager		N/A	N/A	Hourly	\$
5						

Notes: *Please include anticipated class/size for equipment - Add additional pages if needed.
 **Loaded Equipment and Staff rates listed above may be used to address additional tasks to support the project or additional phases, if and as requested by the CIT PM. Loaded rates are to include equipment, qualified operator at prevailing wage rates, fuel/consumables, lodging (if not local), all incidentals, etc.
 *Mobe/demobe is a one-time payment and is to include both bringing equipment in and hauling equipment out (mobe/demobe) It may be charged one time per requested machine if not already onsite for initial project construction.

Signature: _____ Title: _____ Date: _____

TOTAL CONTRACT PRICE

1. _____ (use words)
\$ _____ (use figures)
2. All Contract costs are included in the prices set forth above and have been computed in accordance with the project plans and specifications provided. Any Work required by the Contract Documents not specifically listed above is considered incidental.
3. Bidder (Contractor) shall pay all applicable sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.
4. The Washington State Department of Revenue has issued a letter stating that Tribal Habitat Restoration Activities are exempt from Washington State’s Retail Sales Tax (attached). The Bidder (Contractor) should contact the Washington State Department of Revenue for answers to questions regarding taxes based on this exemption. The Tribe will not adjust payment if the Contractor bases a bid on a misunderstood tax liability.

Bidder acknowledges presence of lump sum and unit price items on Bid Sheet and that all estimated quantities are not guaranteed and are solely for the purpose of comparison of Bids. Final payment for unit price items will be based on actual quantities provided, as determined and approved by the Tribe Project Manager or their designate.

Tribe will award the Contract to the Bidder whose Proposal and Bid is in the best interest of the Project and provides the best value as determined by the sole discretion of the Tribe’s Selection Committee based on the qualifications and criteria outlined in the RFP.

Price Sheet (hourly rates) may be used for additional and/or post-project support tasks as identified by the Tribe Project Manager or their designate.

B-8 SUBCONTRACTORS AND SUPPLIERS

- 8.01 Habitat restoration tasks for this project require demonstrated and documented prior experience as outlined in the RFP. Any individual or entity (other than a supplier) having a direct contract with Bidder for performance of the project shall be listed in table below, and role described in the Project Approach submitted with Proposal. Identified entities listed shall be considered as part of the Tribe’s evaluation and scoring. Per the RFP, the Prime contractor and/or Team must demonstrate their prior successful experience with similar restoration projects. Please identify planting/seeding contractor and large wood supplier (for stick logs and rootwad logs) below if not otherwise identified in Section 8.02.

8.02 Other Suppliers whose total contract value is expected to exceed \$25,000:

a. Subcontractor/Supplier Name:

Type of work/materials:

b. Subcontractor/Supplier Name:

Type of work/materials:

c. Subcontractor/Supplier Name:

Type of work/materials:

d. Subcontractor/Supplier Name:

Type of work/materials:

B-9 *SUBMISSION*

Submitted On (day, month, year): _____

Washington Construction Contractors Board License Number: _____

If Bidder is an Individual:

Individual's Name:

Doing Business As:

Business Address:

Phone Number:

Email:

Individual's Signature:

If Bidder is a Partnership:

Firm Name:

Business Address:

Phone Number:

Email:

General Partner:

General Partner's Signature:

If Bidder is a Joint Venture:

Bidder's Name:

Business Name:

Business Address:

Phone Number:

Email:

Bidder's Signature:

Bidder's Name:
Business Name:
Business Address:
Phone Number:
Email:
Bidder's Signature:

(Each joint venture partner must sign. The manner of signing for each individual, partnership, and corporation that is party to the joint venture should be in the manner indicated above.)

If Bidder is a Corporation:

Bidder's Name:
Business Name:
Business Address:
Phone Number:
Email:
Bidder's Signature:

If Bidder is a Limited Liability Company:

Company Name:
Company Address:
Phone Number:
Email:
Printed Name of Member:
Signature of Member:



Cowlitz Indian Tribe

Natural Resources Department

Failure to return this Declaration as part of the bid proposal package will make the bid nonresponsive and ineligible for award.

NON-COLLUSION DECLARATION

The undersigned, by signing this form and by submitting a proposal, hereby declare, under penalty of perjury under the laws of the United States, that the following statements are true and correct:

1. That the undersigned person(s), firm, association, or corporation has (have) not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this proposal is submitted.
2. That by signing this declaration, and the signature page of this proposal, I agree to the provisions of this declaration.

Name:
Business name (if applicable):
Address:
Email:
Phone Number:
Signature:
Date:

Exhibit D
Department of Revenue Tribal Habitat Restoration Projects – Sales
Tax Exemption



STATE OF WASHINGTON
DEPARTMENT OF REVENUE

RE: Tribal Habitat Restoration Projects – Sales Tax Exemption

Dear retailers,

Tribal Fishing, Hunting, and Gathering Tax Exemption

Retail sales tax does not apply to sales of retail goods and services used in tribal fishing, hunting, and gathering activities when sold to a qualified purchaser, no matter where delivery occurs. This means that retail sales of qualifying goods and services to qualifying tribes are not subject to tax anywhere in Washington. A list of qualifying tribes is available on the Department of Revenue’s webpage for Tribal Fishing, Hunting, and Gathering. The Cowlitz Indian Tribe is included on the list of eligible tribes.

Tribal Habitat Restoration Activities

Habitat restoration activities can occur in a variety of ways. The following are examples of habitat restoration activities generally performed for tribes that qualify for the tribal fishing, hunting, and gathering sales tax exemption:

- Excavating, raising, clearing of land,
- Planting vegetation,
- Management of natural resources.
- Charges for labor.
- River, wetland, and riparian restoration.
- Environmental hazard clean-up.
- Installing artificial and natural resources (e.g. boulder collars, logs, erosion materials, etc.)

Required Documentation

To document the exempt nature of sale, the seller will complete a Tribal Fishing, Hunting, and Gathering exemption form, and keep it on file for up to five years. The seller must verify the tribal purchaser’s identification, noting the qualifying tribe or intertribal organization, as well as the qualifying good or service. A seller accepting a Tribal Fishing, Hunting, and Gathering form in good faith for retail sales of qualified goods or services made to a qualified purchaser will not be held liable for any uncollected sales tax.

Disclosure

Neither the Department nor the State of Washington intends to create any new rights, or expand, extend, enlarge, or affect in any way the scope of any existing rights beyond the context of potential tax liability. The guidance provided in this notice is limited to the preemption of retail sales tax on sales to qualified purchasers.

Resources:

- [WAC 458-20-192](#)
- [ETA 3235.2022](#) (list of qualifying tribes).
- [Indian Tax Guide](#).
- Tribal Liaison 360-534-1537.

Sincerely,

Kyle Iron Lightning
Kyle Iron Lightning

Tribal Liaison | Tribal Affiliation: Spirit Lake Dakota Nation
Executive Office | Washington State Department of Revenue | kyiel@dor.wa.gov

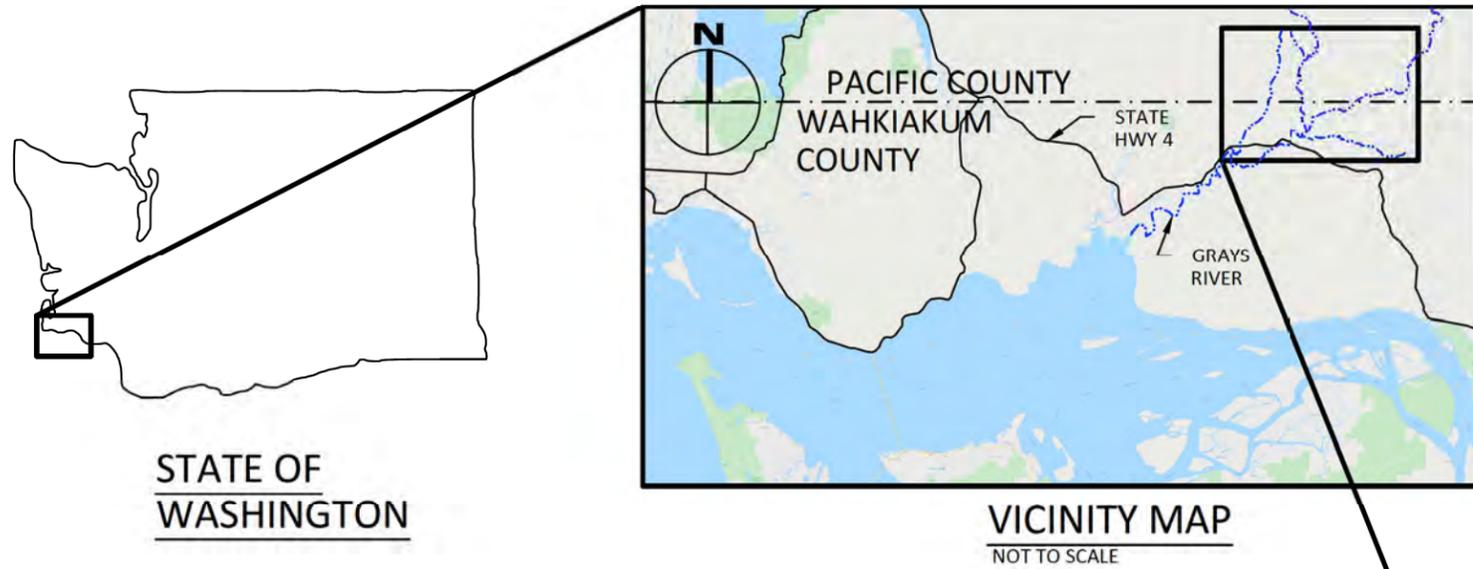
CC: Cowlitz Indian Tribe

Tribal Partnership Program | Executive Division
PO Box 47454 ♦ Olympia, Washington 98504-7478 ♦ Fax (360) 534-1526
www.dor.wa.gov

Exhibit E

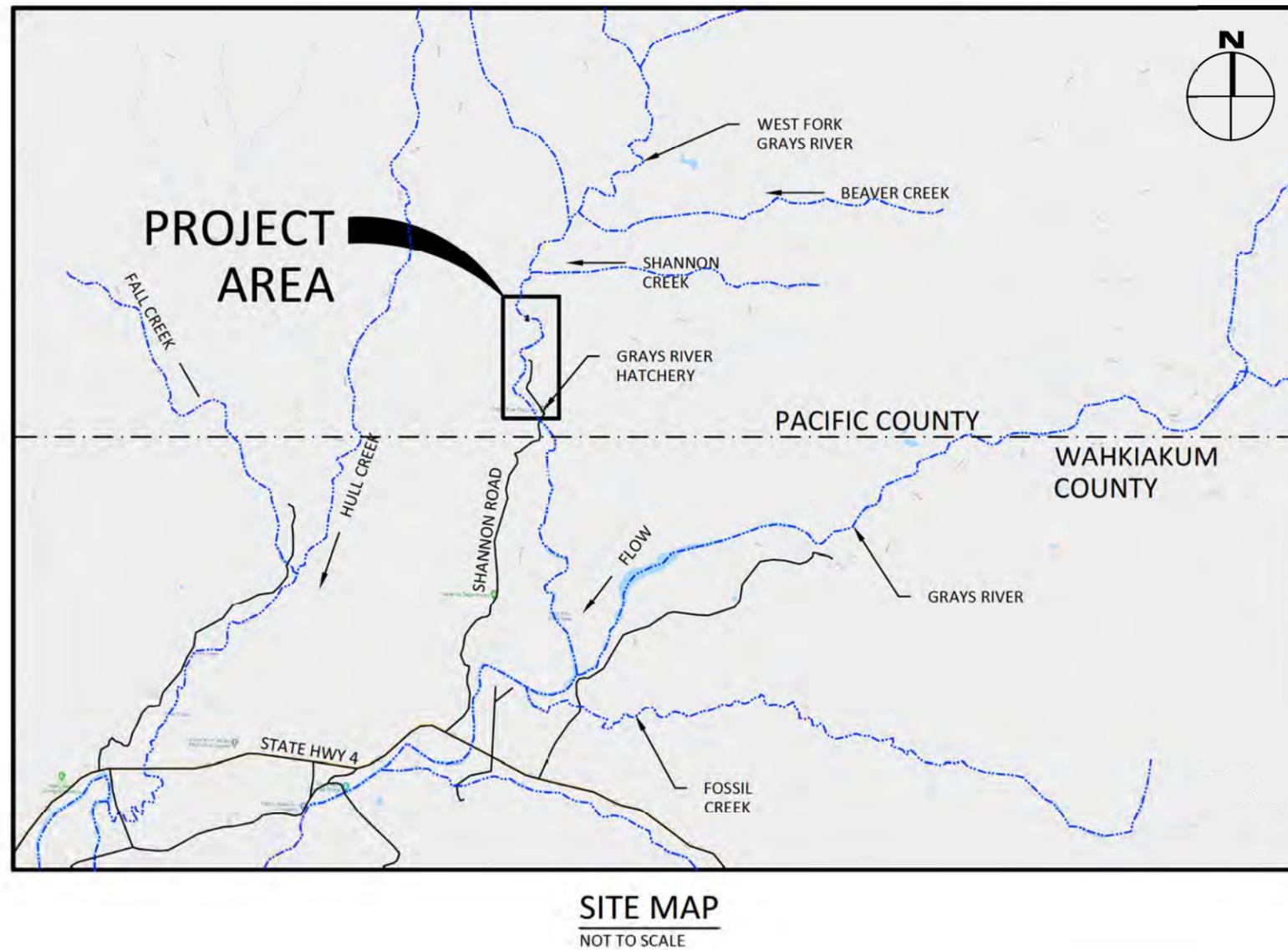
Final Project Plans

WEST FORK GRAYS RIVER HATCHERY INTAKE REMOVAL DRAFT FINAL DESIGN PACIFIC COUNTY, WASHINGTON February 11, 2026



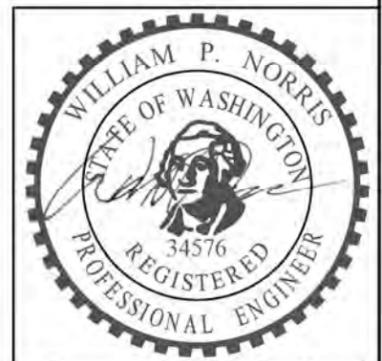
LOCATION

PACIFIC COUNTY, WASHINGTON
 LAT: 46°23'9.54"N
 LONG: 123°33'36.19"W
 SECTION: SECTION 33, T11N R7W
 WATER BODY: WEST FORK GRAYS RIVER
 TRIBUTARY: GRAYS RIVER



SHEET INDEX

- 1 - COVER SHEET, PROJECT LOCATION, AND SHEET INDEX
- 2 - GENERAL NOTES
- 3 - SITE MAP - EXISTING CONDITIONS
- 4 - SITE MAP - ACCESS PLAN
- 5 - TYPICAL DETAIL - TEMPORARY STREAM CROSSING
- 6 - PLAN VIEW & CROSS-SECTIONS - EXISTING INFRASTRUCTURE
- 7 - PLAN VIEW & CROSS-SECTIONS - PROPOSED INFRASTRUCTURE REMOVAL
- 8 - DEWATERING PLAN - OPTION 1
- 9 - DEWATERING PLAN - OPTION 2
- 10 - TYPICAL DETAILS - APEX LARGE WOOD STRUCTURE
- 11 - TYPICAL DETAILS - PILING AND ANCHORING
- 12 - SITE MAP - REVEGETATION PLAN
- 13 - TYPICAL DETAILS - REVEGETATION



3			
2			
1			
REV:	DESCRIPTION:	BY:	DATE:
STATUS: DRAFT FINAL DESIGN			



CLIENT: COWLITZ INDIAN TRIBE
 7700 26TH AVE
 VANCOUVER, WA, 98665

SITE: WEST FORK GRAYS RIVER
 HATCHERY INTAKE REMOVAL

TITLE: COVER SHEET, PROJECT
 LOCATION, AND SHEET
 INDEX

SCALE:	DATE:	DRAWN:	CHECKED:
	02/26/26	RP	BN,RP
PROJ. NO:	DRAWING NO:	Total Sheets:	
-	1	13	

GENERAL NOTES

THE CONTRACTOR SHALL ATTEND A MANDATORY PRE-BID SITE MEETING.

THE CONTRACTOR SHALL ATTEND A PRE-CONSTRUCTION MEETING WITH OWNER AND OWNER'S REPRESENTATIVE PRIOR TO BEGINNING CONSTRUCTION.

WDFW IN-WATER WORK PERIODS

IN-WATER WORK SHALL OCCUR DURING THE PERMITTED IN-WATER WORK PERIOD STATED IN THE HYDRAULIC PROJECT APPROVAL.

FISH SALVAGE

COWLITZ INDIAN TRIBE BIOLOGIST WILL CONDUCT FISH SALVAGE. CONTRACTOR SHALL COORDINATE WITH AND SUPPORT TRIBE'S FISH SALVAGE EFFORT WITH 2 LABORERS AND SCREENED TRASH PUMPS TO DRAW DOWN ISOLATED POOLS DURING CONTRACTOR'S ISOLATION/DIVERSION OF WEST FORK GRAYS RIVER.

EXISTING DATA

TOPOGRAPHIC DATA COLLECTED BY PARR EXCELLENCE, INC USING RTK, AND TOTAL STATION JULY, 2020; GIS DATA PROVIDED BY VARIOUS AGENCIES INCLUDING AERIAL PHOTOGRAPHY, LIDAR, FISH USE, SURFACE SOILS INFORMATION, LAND OWNERSHIP, AND TRANSPORTATION ROUTES.

SITE CONDITIONS AND EXISTING GRADES/ELEVATIONS MAY HAVE CHANGED SINCE PRIOR SURVEYS, AERIAL PHOTOGRAPHY AND LIDAR, AND CONTRACTOR SHALL EXPECT, ANTICIPATE, AND BE RESPONSIBLE FOR VERIFYING CONDITIONS.

LIDAR DATA PROVIDE BY WASHINGTON STATE DEPARTMENT OF NATURAL RESOURCES FROM YEARS 2017 AND 2019.

<https://lidarportal.dnr.wa.gov/>

HORIZONTAL DATUM: NAD83 WASHINGTON STATE PLANES, SOUTH ZONE, US FOOT
VERTICAL DATUM: NAVD88

UTILITIES

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

THE CONTRACTOR SHALL CALL (800-424-5555) FOR UTILITY LOCATE PRIOR TO CONSTRUCTION

THE CONTRACTOR SHALL IMMEDIATELY CONTACT THE AFFECTED UTILITY SERVICE TO REPORT ANY DAMAGED OR DESTROYED UTILITIES.

THE CONTRACTOR SHALL PROVIDE EQUIPMENT OR LABOR TO AID THE AFFECTED UTILITY SERVICE IN REPAIRING DAMAGED OR DESTROYED UTILITIES AT NO ADDITIONAL COST.

CONSTRUCTION STAKING

OWNER'S REPRESENTATIVE WILL PROVIDE STAKING OF PROJECT LIMITS, GRADE STAKES, AND ELEVATION CONTROL POINTS. SOME FIELD ADJUSTMENTS TO THE LINES AND GRADES ARE TO BE EXPECTED.

CONTRACTOR SHALL MEET WITH THE OWNER AND OWNER'S REPRESENTATIVE TO DEFINE AND MARK LIMITS OF DISTURBANCE PRIOR TO MOBILIZATION OF EQUIPMENT OR MATERIALS ONTO THE SITE.

THE CONTRACTOR SHALL REPLACE DAMAGED OR DESTROYED CONSTRUCTION STAKES AT NO

ADDITIONAL COST.

CONSTRUCTION MATERIALS

ESTIMATED MATERIAL VOLUMES ARE APPROXIMATE IN-PLACE QUANTITY AND NOT FACTORED FOR EXPANSION OR REDUCTION OF EXCAVATED MATERIAL OR COMPACTION OF PLACED MATERIAL.

LOCATION, ALIGNMENT, AND ELEVATION OF LOGS AND LOGS WITH ROOT WADS ARE SUBJECT TO ADJUSTMENT BASED ON FIELD CONDITIONS, AND MATERIAL SIZE.

ANY EXCESS MATERIAL SHALL BE STOCKPILED NEATLY IN AN APPROVED STOCKPILE AND STAGING AREA. AT COMPLETION OF WORK, THE MATERIAL SHALL BECOME THE PROPERTY OF THE CONTRACTOR AND SHALL BE REMOVED FROM THE SITE AND DISPOSED OF LEGALLY.

EROSION AND SEDIMENT CONTROL

THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR PROVIDING AND MAINTAINING ALL NECESSARY EROSION AND TURBIDITY CONTROLS TO COMPLY WITH APPLICABLE EROSION CONTROL REGULATIONS, PROJECT PERMITS, AND TO MAINTAIN CLEAN ACCESS ROUTES.

ANY TESC PLAN PROVIDED IN THESE CONTRACT DOCUMENTS IS FOR INFORMATIONAL PURPOSES ONLY. RECOMMENDATIONS FOR TESC PLANNING INCLUDE:

1. TESC BMP'S IN THESE CONTRACT DOCUMENTS ARE THE MINIMUM REQUIREMENTS ANTICIPATED FOR SITE CONDITIONS. TESC BMP'S SHALL BE UPGRADED TO RESPOND TO STORM EVENTS AT NO ADDITIONAL COST TO COMPLY WITH APPLICABLE REGULATIONS.
2. THE CONTRACTOR SHALL MONITOR WEATHER FORECASTS AND UPGRADE FACILITIES PRIOR TO STORM EVENTS, AS NECESSARY.
3. CONSTRUCTION AND IMPLEMENTATION OF THE CONTRACTOR'S TESC PLAN AND MAINTENANCE, UPGRADING, AND REPLACEMENT TESC BMP'S IS THE RESPONSIBILITY OF THE CONTRACTOR UNTIL CONSTRUCTION IS COMPLETE, WORK IS APPROVED, AND VEGETATION IS ESTABLISHED.
4. FUNCTION OF TESC BMP'S SHALL BE INSPECTED DAILY AND MAINTAINED BY THE CONTRACTOR TO CONFORM TO APPLICABLE EROSION CONTROL REGULATIONS.
5. STORMWATER RUNOFF FROM OFF SITE SHALL BE HANDLED DIFFERENTLY THAN ON SITE SOURCES. GENERALLY, STORMWATER RUNOFF FROM OFF SITE SOURCES SHOULD BE DIVERTED AROUND DISTURBED AREAS.
6. DESIGN, CONSTRUCT AND PHASE CUT AND FILL SLOPES TO MINIMIZE EROSION. REDUCE RUNOFF VELOCITIES ON DISTURBED SLOPES BY PROVIDING TEMPORARY BARRIERS AND SEDIMENT TRAPPING.
7. STABILIZED CONSTRUCTION ENTRANCES AND ADDITIONAL BMP'S MAY BE REQUIRED AND MAINTAINED AS NECESSARY FOR THE DURATION OF THE PROJECT.
8. FOR MONTHS OF MAY THROUGH SEPTEMBER ALL EXPOSED SOILS SHALL BE PROTECTED FROM EROSION BY MULCHING, PLASTIC SHEETING, HYDROSEED COVERING, OR OTHER MEASURES WITHIN THREE DAYS OF GRADING. FOR THE MONTHS OF OCTOBER THROUGH APRIL, ALL EXPOSED SOILS SHALL BE STABILIZED BEFORE WORK SHUT DOWN, HOLIDAYS OR WEEKENDS, IF NECESSARY BASED ON WEATHER FORECASTS. STOCKPILED SOILS SHALL BE PROTECTED WITH PLASTIC SHEETING OR STABILIZED WITH SEDIMENT TRAPPING BMP'S.
9. TESC BMP'S ON INACTIVE SITES SHALL BE INSPECTED ON A MONTHLY, MIN., BASIS AND WITHIN 24 HOURS OF A STORM EVENT.
10. TESC MEASURES SHALL BE REMOVED WITHIN 30 DAYS AFTER FINAL SITE STABILIZATION, WHEN TEMPORARY MEASURES ARE NO LONGER EFFECTIVE. TRAPPED SEDIMENT SHALL BE REMOVED FROM THE SITE OR BLENDED INTO FINISHED GRADING AS LONG AS IT DOES NOT AFFECT PLANT ESTABLISHMENT. DISTURBED AREAS RESULTING FROM CUT AND FILL SHALL BE PERMANENTLY STABILIZED.
11. CONTRACTOR SHALL PRODUCE WEEKLY TESC REPORTS SUMMARIZING INSPECTIONS, PERSONNEL WHO CONDUCTED THE INSPECTION, OBSERVATIONS RELATED TO IMPLEMENTATION OF THE CONTRACTOR'S TESC PLAN, AND ACTIONS TAKEN RESULTING FROM INSPECTIONS. THE WEEKLY REPORTS SHALL BE RETAINED ON SITE BY THE CONTRACTOR.

THE REPORTS SHALL INCLUDE WHEN GRADING ACTIVITIES COMMENCE AND CEASE, DATES OF RAINFALL EXCEEDING 2 HOURS DURATION OR MORE THAN 0.5 IN. PER 24 HOURS, WHEN SPECIFIC STABILIZATION MEASURES COMMENCE AND CEASE. TESC REPORTS SHALL BE MADE AVAILABLE TO THE ENGINEER ON REQUEST FOR REVIEW AND APPROVAL PRIOR TO APPLICATION FOR PAYMENT.

STAGING AREA(S), TEMPORARY ACCESS ROUTES, AND ALL OTHER AREAS TEMPORARILY DISTURBED BY THE CONTRACTOR SHALL BE SEEDED AND MULCHED IMMEDIATELY FOLLOWING COMPLETION OF CONSTRUCTION OR DISTURBANCE WITHIN EACH SPECIFIC AREA.

TREE SALVAGE

REMOVED VEGETATION SHALL BE INCORPORATED INTO LOG STRUCTURES AT NO ADDITIONAL COST. VEGETATION LARGER THAN 12" DIAMETER AND 15' LENGTH SHALL BE USED AS STRUCTURAL ELEMENTS. SMALLER MATERIAL SHALL BE USED AS SLASH.

SELECT TREES REMOVED WITHIN CLEARING LIMITS SHALL BE REMOVED WHOLE WITH ROOT WAD AND USED IN RESTORATION CONSTRUCTION. TREES WILL BE FLAGGED FOLLOWING STAKING AND PRIOR TO CONSTRUCTION.

LIVE TREES

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

KEEP OUT OF DRIP LINE OF EXISTING TREES TO REMAIN.

ESTIMATED QUANTITIES

THE LISTED ITEMS SHOWN IN THE TABLES BELOW ARE A SUMMARY OF MAJOR CONSTRUCTION ITEMS. SEE BID LIST AND SPECIFICATIONS FOR ADDITIONAL DETAILS AND INCIDENTALS.

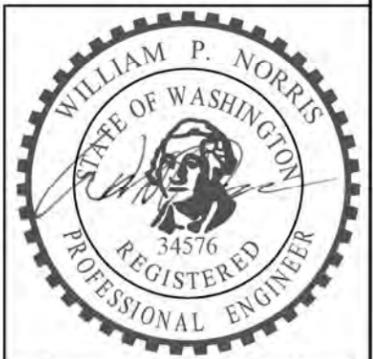
CONTRACTOR SHALL BE RESPONSIBLE FOR HAUL-OFF, LEGAL DISPOSAL, AND RECYCLING OF ALL CONCRETE, REBAR, SHEET PILE, CABLE, TREATED WOOD, AND OTHER MAN-MADE MATERIALS. CONTRACTOR SHALL PROVIDE TRIBE RECEIPTS/LOAD TICKETS FROM APPROVED FACILITY/FACILITIES.

ITEM	ESTIMATED QUANTITY WITHIN OHW (CY)	ESTIMATED QUANTITY OUTSIDE OHW (CY)
COFFERDAM AND TEMPORARY FILL	100 CY	0 CY
EXISTING FOOTBRIDGE REMOVAL	40 CY	0 CY
EXISTING BRIDGE ABUTMENT REMOVAL	170 CY	0 CY
EXISTING INTAKE STRUCTURE REMOVAL AND OFF-SITE DISPOSAL	30 CY	0 CY
EXISTING SHEET PILE WIER REMOVAL AND OFF-SITE DISPOSAL	10 CY	0 CY
EXCAVATED SEDIMENTS TEMPORARY CUT AND PERMANENT FILL	25 CY	200 CY
EXCAVATED SEDIMENTS PERMANENT FILL ESTIMATED TO FILL DEPRESSIONS AT INTAKE AND ABUTMENTS	30 CY	0 CY
SALVAGED BOULDERS PERMANENT CUT AND FILL	40 CY	0 CY

ITEM	ESTIMATED QUANTITY
LARGE WOODY MATERIAL - LOG WITH ROOTWAD	10
LARGE WOODY MATERIAL - RACKING LOG WITHOUT ROOTWAD	4
PILING	9
SLASH	30 CY
SALVAGED BOULDER	40

ABBREVIATIONS

APPROX	APPROXIMATE
BMP	BEST MANAGEMENT PRACTICES
CIT	COWLITZ INDIAN TRIBE
CY	CUBIC YARD
DBH	DIAMETER BREST HEIGHT
DIA	DIAMETER
EA	EACH
ELEV	ELEVATION
FT.	FEET
IN.	INCH
MAX	MAXIMUM
MIN	MINIMUM
OHW	ORDINARY HIGH WATER
PM	PROJECT MANAGER
STA	STATION
TESC	TEMPORARY EROSION AND SEDIMENT CONTROL
TYP	TYPICAL
WSE	WATER SURFACE ELEVATION



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STATUS: DRAFT FINAL DESIGN			

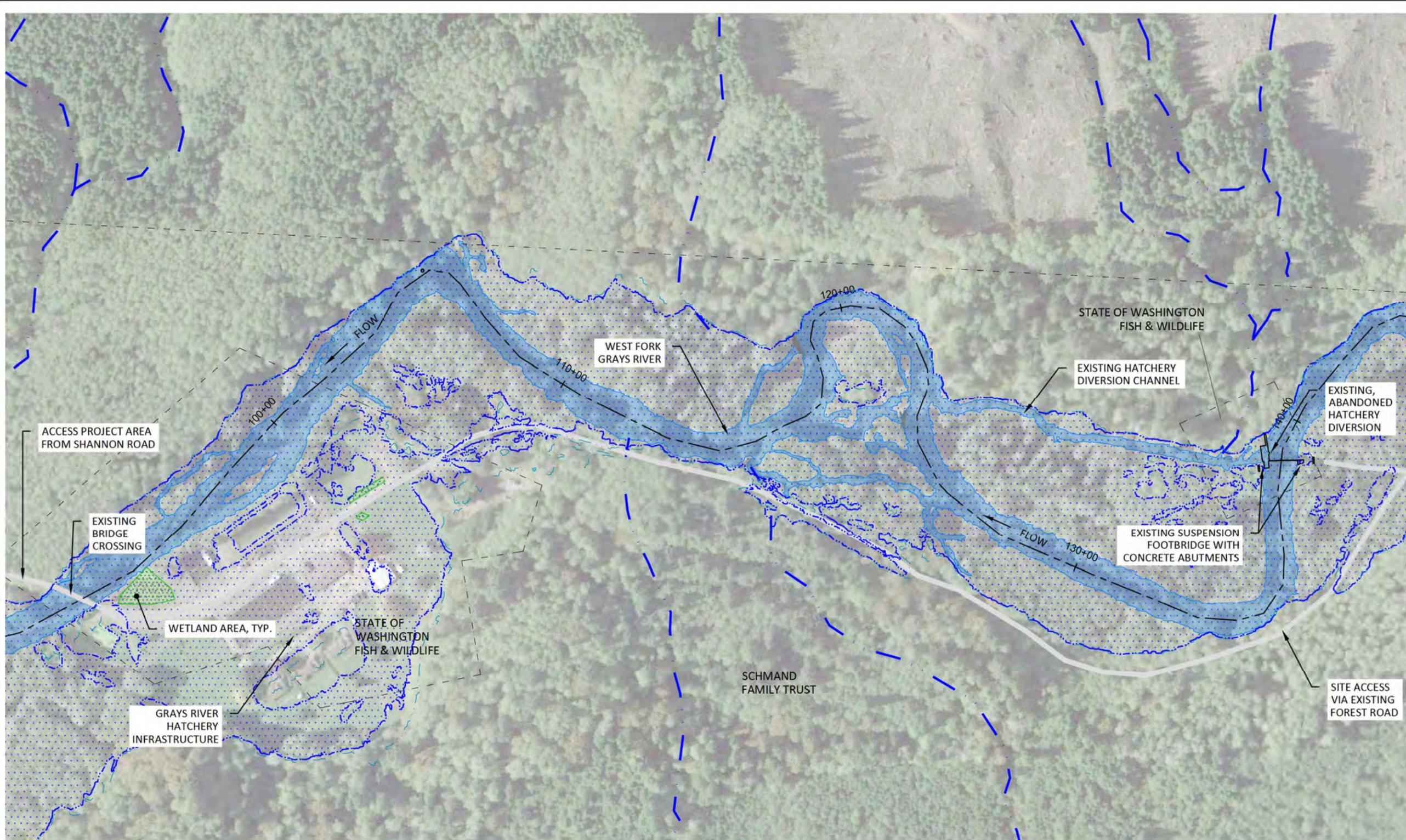
PARR excellence
302 W. Steuben St. #6
Bingen, WA 98605
www.moreredds.com

CLIENT: COWLITZ INDIAN TRIBE
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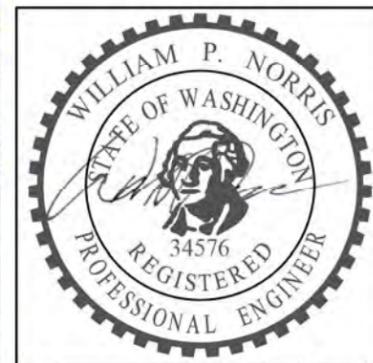
SITE: WEST FORK GRAYS RIVER
HATCHERY INTAKE REMOVAL

TITLE:
GENERAL NOTES

SCALE:	DATE: 02/26/26	DRAWN: RP	CHECKED: BN,RP
PROJ. NO: -	DRAWING NO: 2	Total Sheets: 13	



SITE MAP - EXISTING CONDITIONS



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SITE: WEST FORK GRAYS RIVER
HATCHERY INTAKE REMOVAL

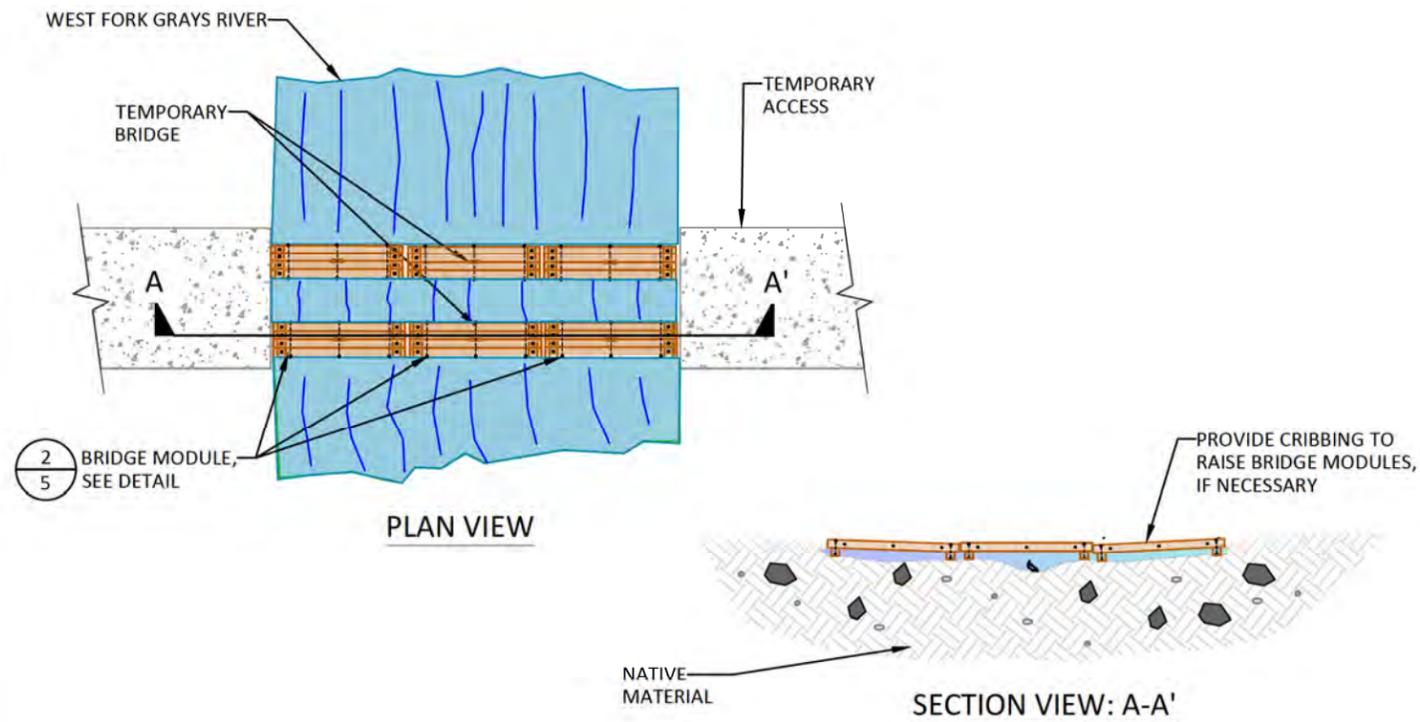
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SITE MAP - EXISTING
CONDITIONS

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	02/26/26	RP	BN,RP
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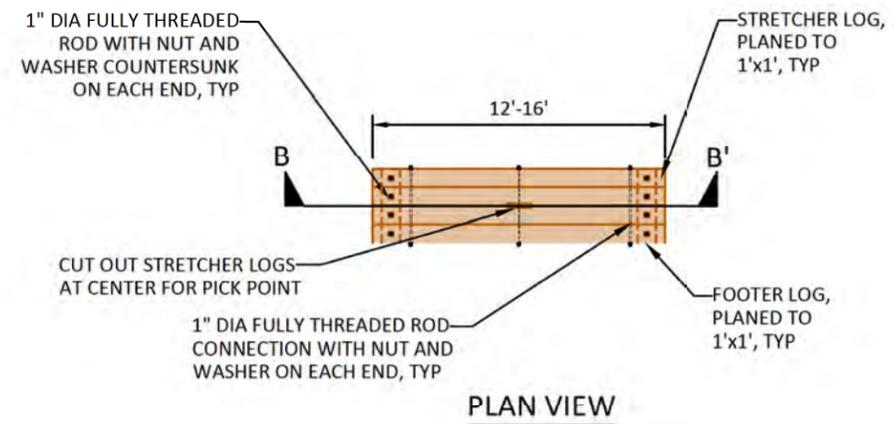
LEGEND

- WEST FORK GRAYS RIVER
- EXISTING TRIBUTARIES
- ORDINARY HIGH WATER (OHW) 2-YEAR INUNDATION BOUNDARY
- EXISTING 100-YEAR INUNDATION BOUNDARY
- EXISTING FOREST ROAD USED FOR ACCESS
- PROPERTY LINES
- EXISTING CHANNEL ALIGNMENT
- WETLAND AREA

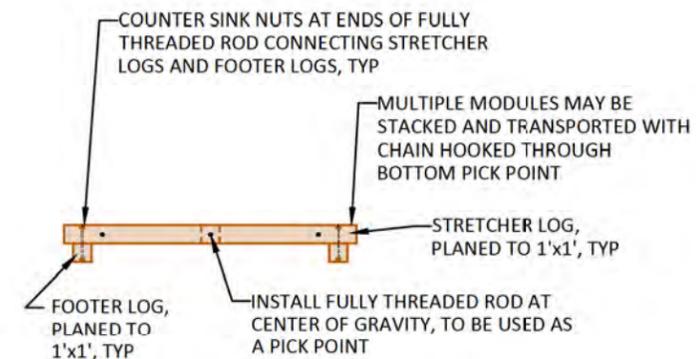


2/5 TYPICAL DETAIL: TEMPORARY MODULAR BRIDGE
NOT TO SCALE

1/5 TYPICAL DETAIL - TEMPORARY STREAM CROSSING



PLAN VIEW

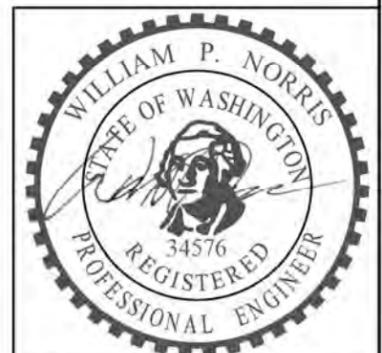


SECTION VIEW: B-B'

3/5 TYPICAL DETAIL: BRIDGE MODULE
NOT TO SCALE

NOTES:

1. NUMBER OF MODULES REQUIRED TO CROSS CHANNEL MAY VARY FROM WHAT IS SHOWN.
2. MULTIPLE MODULES TO BE USED IN TWO ROWS PLACED END TO END, AS NECESSARY TO CROSS ACTIVE CHANNEL.
3. TEMPORARY MODULAR BRIDGE CROSSING AS SHOWN, OR EQUIVALENTS MAY BE USED IF APPROVED BY CIT PM/PROJECT ENGINEER.



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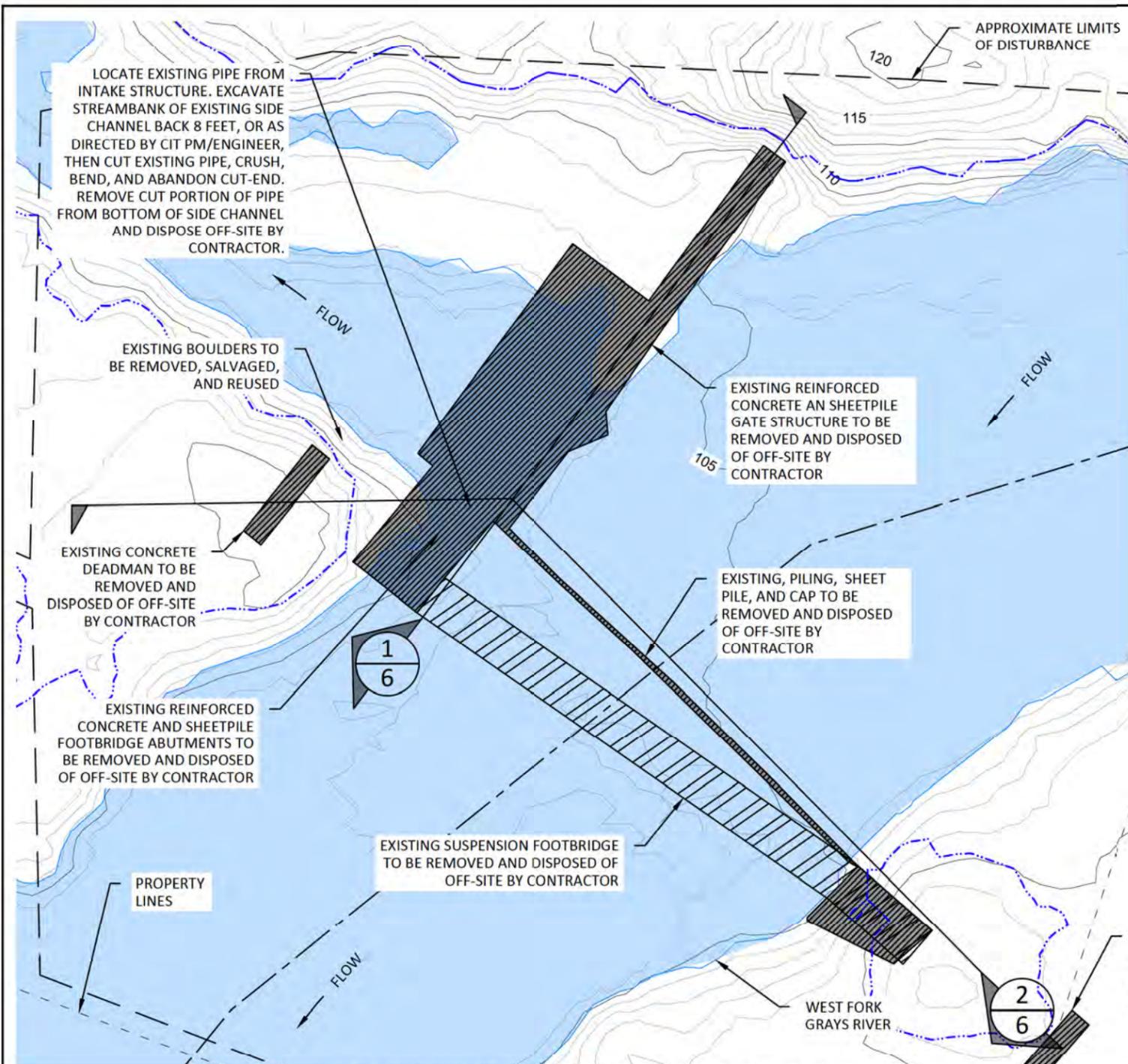
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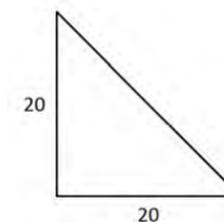
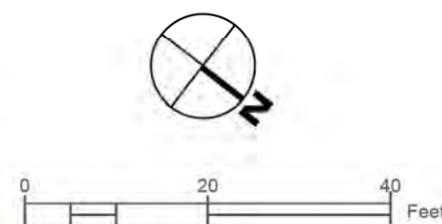
SITE: WEST FORK GRAYS RIVER
HATCHERY INTAKE REMOVAL

TITLE:
TYPICAL DETAIL -
TEMPORARY STREAM
CROSSING

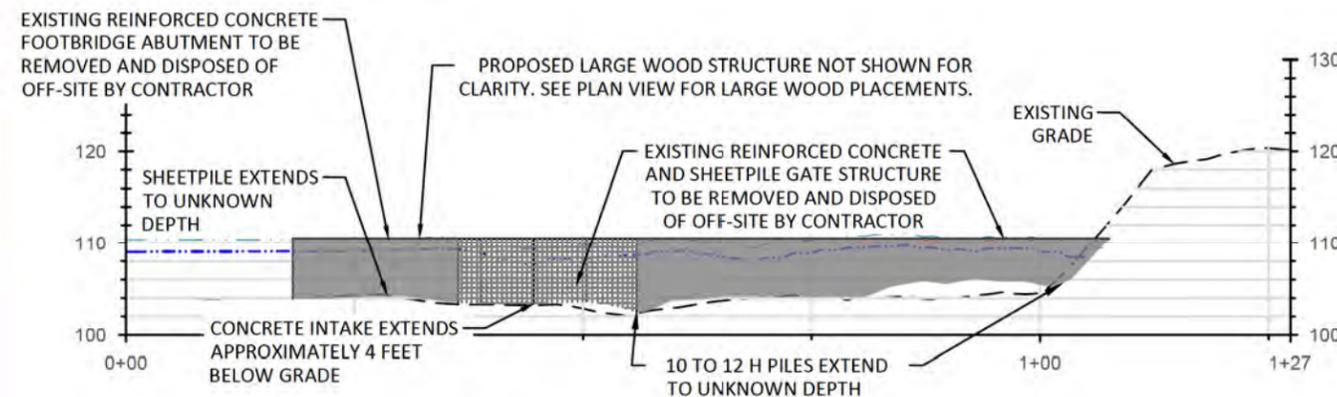
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PLAN VIEW - EXISTING INFRASTRUCTURE



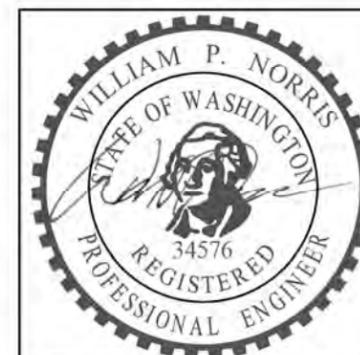
NOTE:
CROSS-SECTIONS ARE ORIENTED LEFT TO RIGHT LOOKING DOWNSTREAM.
CROSS-SECTIONS ARE FOR GRADING.
WOOD PLACEMENT NOT SHOWN ON CROSS-SECTIONS. SEE PLAN VIEW SHEETS FOR WOOD PLACEMENT.



1/6 SECTION VIEW: EXISTING CONCRETE INTAKE
NOT TO SCALE

LEGEND

- WEST FORK GRAYS RIVER
- PROPERTY LINES
- EXISTING GROUND (1 FOOT CONTOURS)
- APPROXIMATE LIMITS OF DISTURBANCE
- ORDINARY HIGH WATER (OHW) 2-YEAR INUNDATION BOUNDARY
- EXISTING 100-YEAR INUNDATION BOUNDARY
- EXISTING FISH HATCHERY INFRASTRUCTURE TO BE REMOVED
- EXISTING SUSPENSION FOOTBRIDGE TO BE REMOVED



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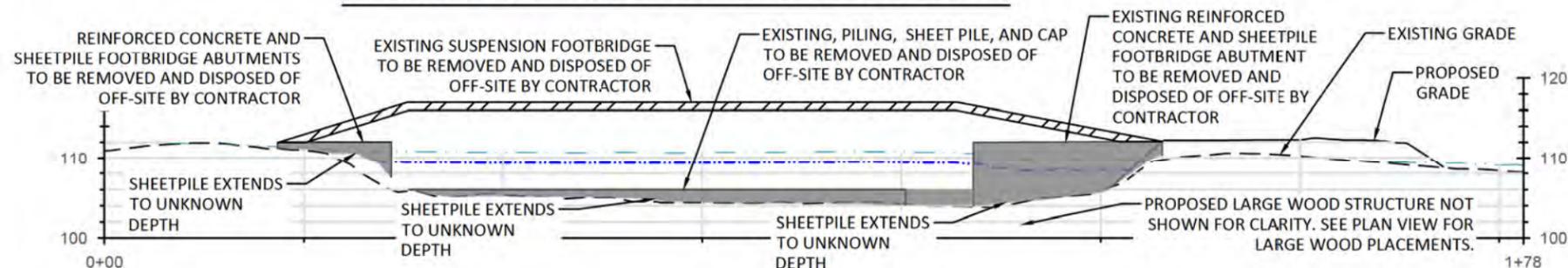
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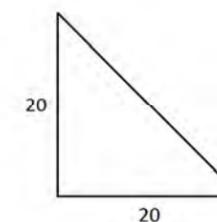
SITE: WEST FORK GRAYS RIVER
HATCHERY INTAKE REMOVAL

TITLE: PLAN VIEW &
CROSS-SECTIONS - EXISTING
INFRASTRUCTURE

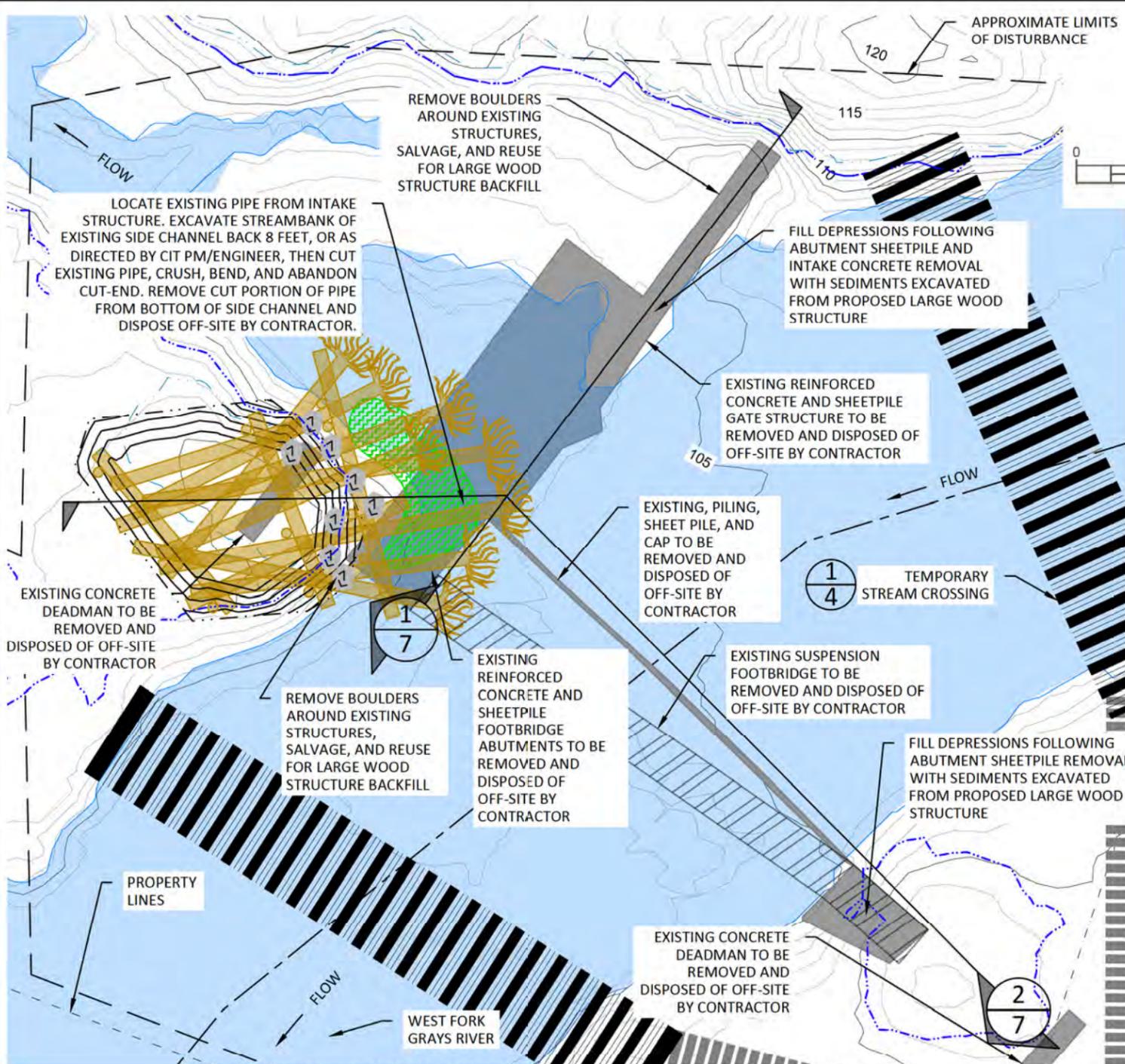
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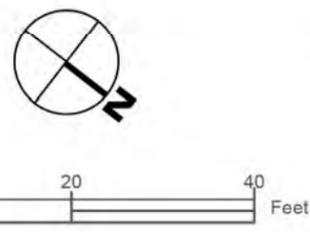
2/6 SECTION VIEW: FOOTBRIDGE, CONCRETE ABUTMENTS, AND SHEETPILE WEIR AND PIPE CAP
NOT TO SCALE



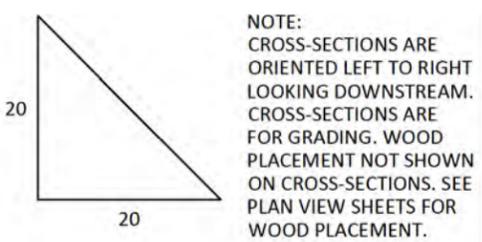
- NOTES:
- CROSS-SECTIONS ARE ORIENTED LEFT TO RIGHT LOOKING DOWNSTREAM. CROSS-SECTIONS ARE FOR GRADING. WOOD PLACEMENT NOT SHOWN ON CROSS-SECTIONS OR PROFILES. SEE PLAN VIEW SHEETS FOR WOOD PLACEMENT.
 - CONTRACTOR SHALL REMOVE AND PROPERLY DISPOSE OF ALL BRIDGE AND INTAKE STRUCTURES MATERIALS.



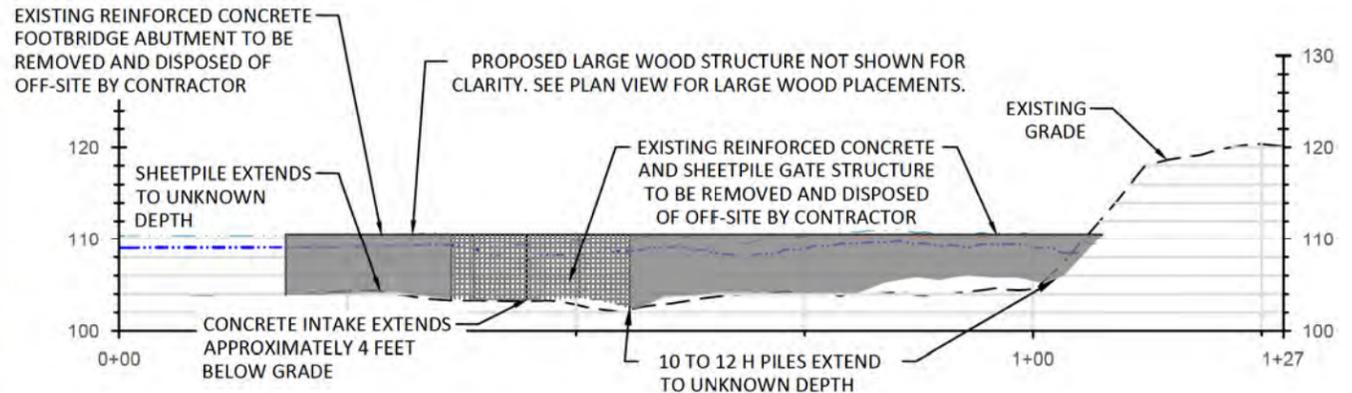
PLAN VIEW - PROPOSED INFRASTRUCTURE REMOVAL



- NOTES:**
1. CONTRACTOR SHALL SALVAGE ALL BOULDERS FROM WORK AREA FOR INCORPORATION INTO RESTORATION EFFORTS AS DIRECTED BY CIT PM/ENGINEER.
 2. CONTRACTOR SHALL REMOVE STRUCTURES IN THEIR ENTIRETY AND LEGALLY RECYCLE OR DISPOSE OF ALL SHEET PILE, CONCRETE, REBAR, AND ALL FOOTBRIDGE MATERIALS OFFSITE.
 3. RESTORE AND REGRADE STREAMBANKS TO MATCH ADJACENT CONDITIONS OR AS DIRECTED BY CIT PM/ENGINEER.



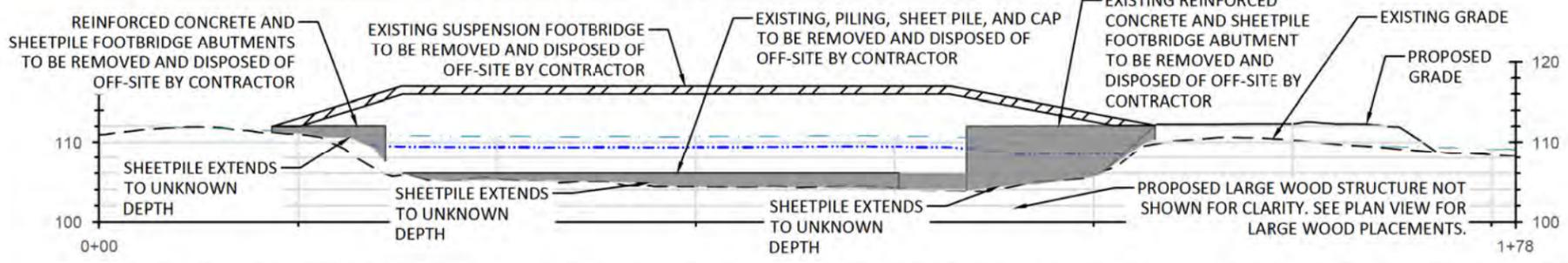
NOTE: CROSS-SECTIONS ARE ORIENTED LEFT TO RIGHT LOOKING DOWNSTREAM. CROSS-SECTIONS ARE FOR GRADING. WOOD PLACEMENT NOT SHOWN ON CROSS-SECTIONS. SEE PLAN VIEW SHEETS FOR WOOD PLACEMENT.



1/7 SECTION VIEW: EXISTING CONCRETE INTAKE
NOT TO SCALE

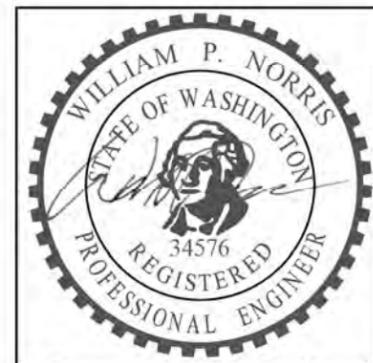
LEGEND

- WEST FORK GRAYS RIVER
- PROPERTY LINES
- TEMPORARY ACCESS ROAD
- TEMPORARY STREAM CROSSING
- SLASH PLACEMENT
- EXISTING GROUND (1 FOOT CONTOURS)
- PROPOSED GROUND (1 FOOT CONTOURS)
- APPROXIMATE LIMITS OF DISTURBANCE
- BOULDER
- ORDINARY HIGH WATER (OHW) 2-YEAR INUNDATION BOUNDARY
- EXISTING 100-YEAR INUNDATION BOUNDARY
- WOOD PLACEMENT
- EXISTING FISH HATCHERY INFRASTRUCTURE TO BE REMOVED
- EXISTING SUSPENSION FOOTBRIDGE TO BE REMOVED
- PROPOSED PILING



2/7 SECTION VIEW: FOOTBRIDGE, CONCRETE ABUTMENTS, AND SHEETPILE WEIR AND PIPE CAP
NOT TO SCALE

- NOTES:**
1. CROSS-SECTIONS ARE ORIENTED LEFT TO RIGHT LOOKING DOWNSTREAM. CROSS-SECTIONS ARE FOR GRADING. WOOD PLACEMENT NOT SHOWN ON CROSS-SECTIONS OR PROFILES. SEE PLAN VIEW SHEETS FOR WOOD PLACEMENT.
 2. CONTRACTOR SHALL REMOVE AND PROPERLY DISPOSE OF ALL BRIDGE AND INTAKE STRUCTURES MATERIALS.

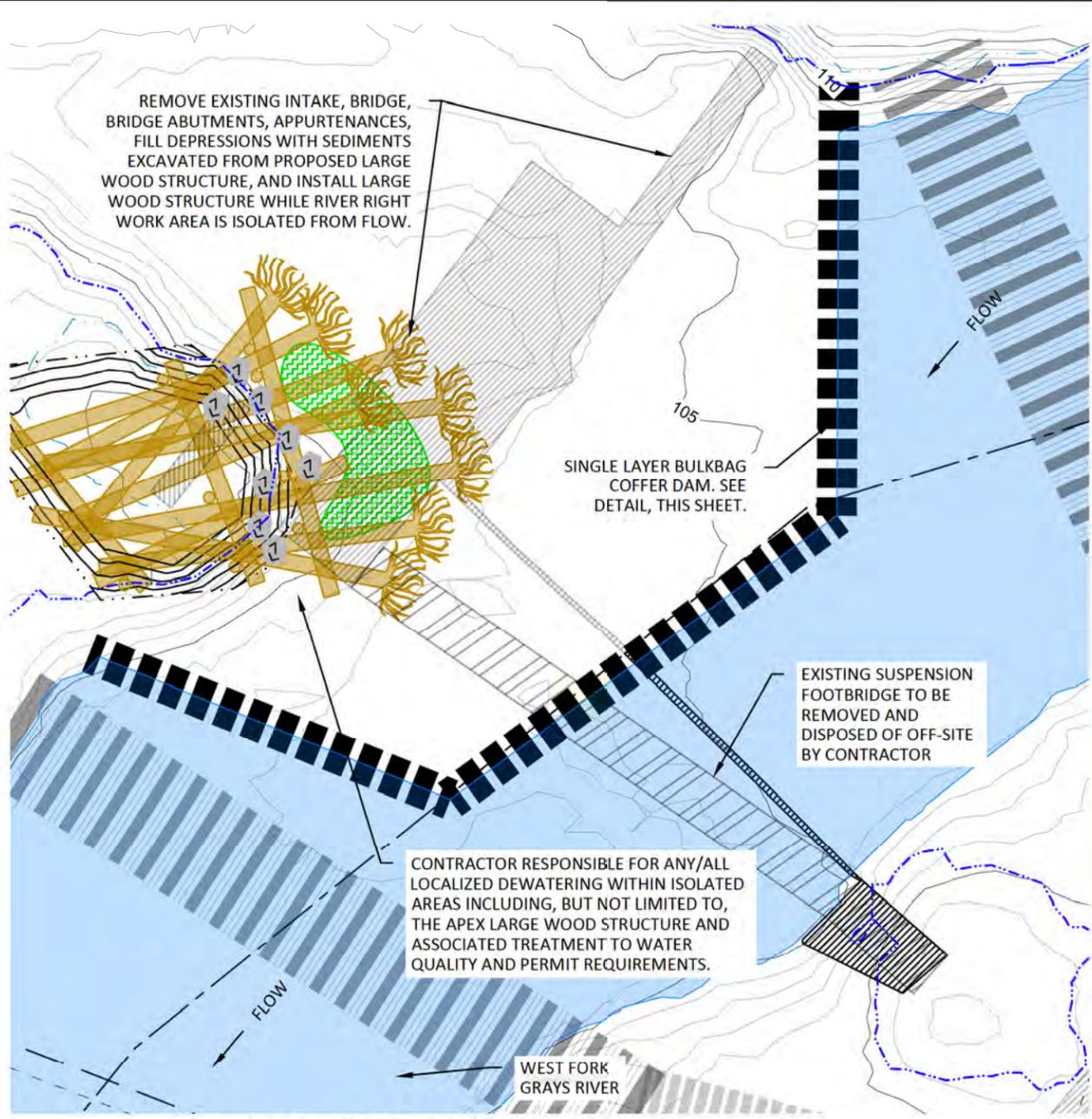


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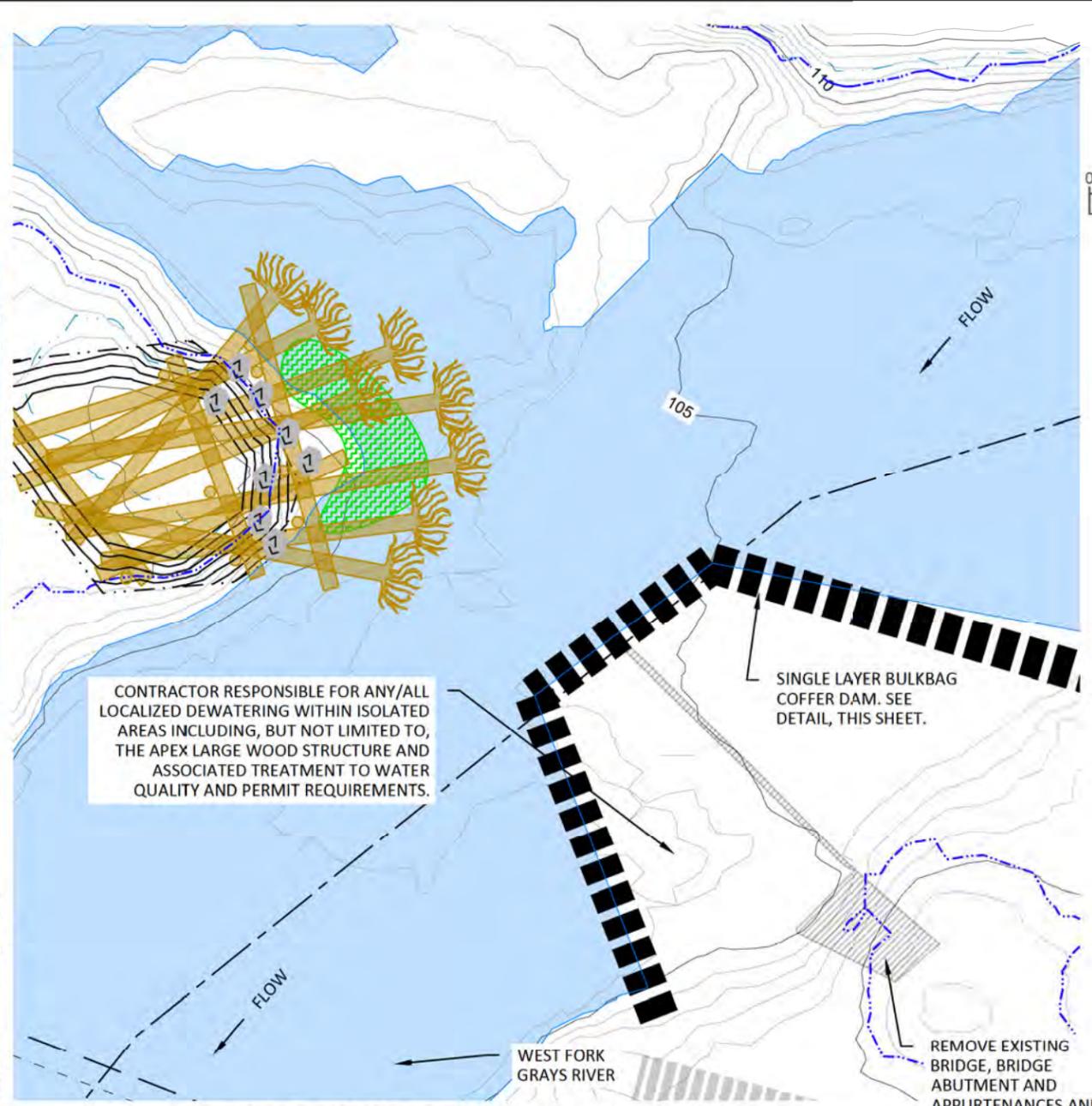
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SITE: WEST FORK GRAYS RIVER HATCHERY INTAKE REMOVAL			
TITLE: PLAN VIEW & CROSS-SECTIONS - PROPOSED INFRASTRUCTURE REMOVAL			
SCALE:	DATE: 02/26/26	DRAWN: RP	CHECKED: BN,RP
PROJ. NO.:	DRAWING NO.: 7	Total Sheets: 13	



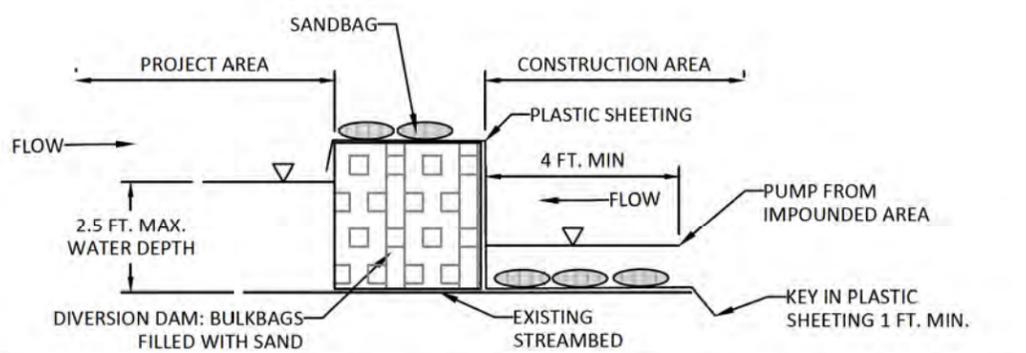
PLAN VIEW - RIVER RIGHT DEWATERING



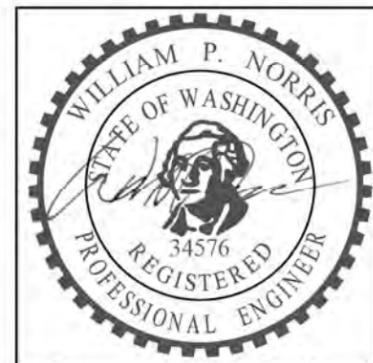
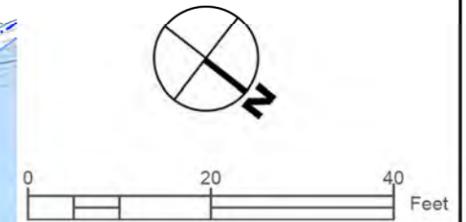
PLAN VIEW - RIVER LEFT DEWATERING

LEGEND

- WEST FORK GRAYS RIVER
- PROPERTY LINES
- TEMPORARY ACCESS ROAD
- TEMPORARY STREAM CROSSING
- COFFERDAM
- SLASH PLACEMENT
- EXISTING GROUND (1 FOOT CONTOURS)
- PROPOSED GROUND (1 FOOT CONTOURS)
- BOULDER
- ORDINARY HIGH WATER (CHW) 2-YEAR INUNDATION BOUNDARY
- EXISTING 100-YEAR INUNDATION BOUNDARY
- WOOD PLACEMENT
- EXISTING FISH HATCHERY INFRASTRUCTURE TO BE REMOVED
- EXISTING SUSPENSION FOOTBRIDGE TO BE REMOVED
- PROPOSED PILING



1/8 TYPICAL SECTION VIEW: SINGLE LAYER BULKBAG COFFERDAM NOT TO SCALE



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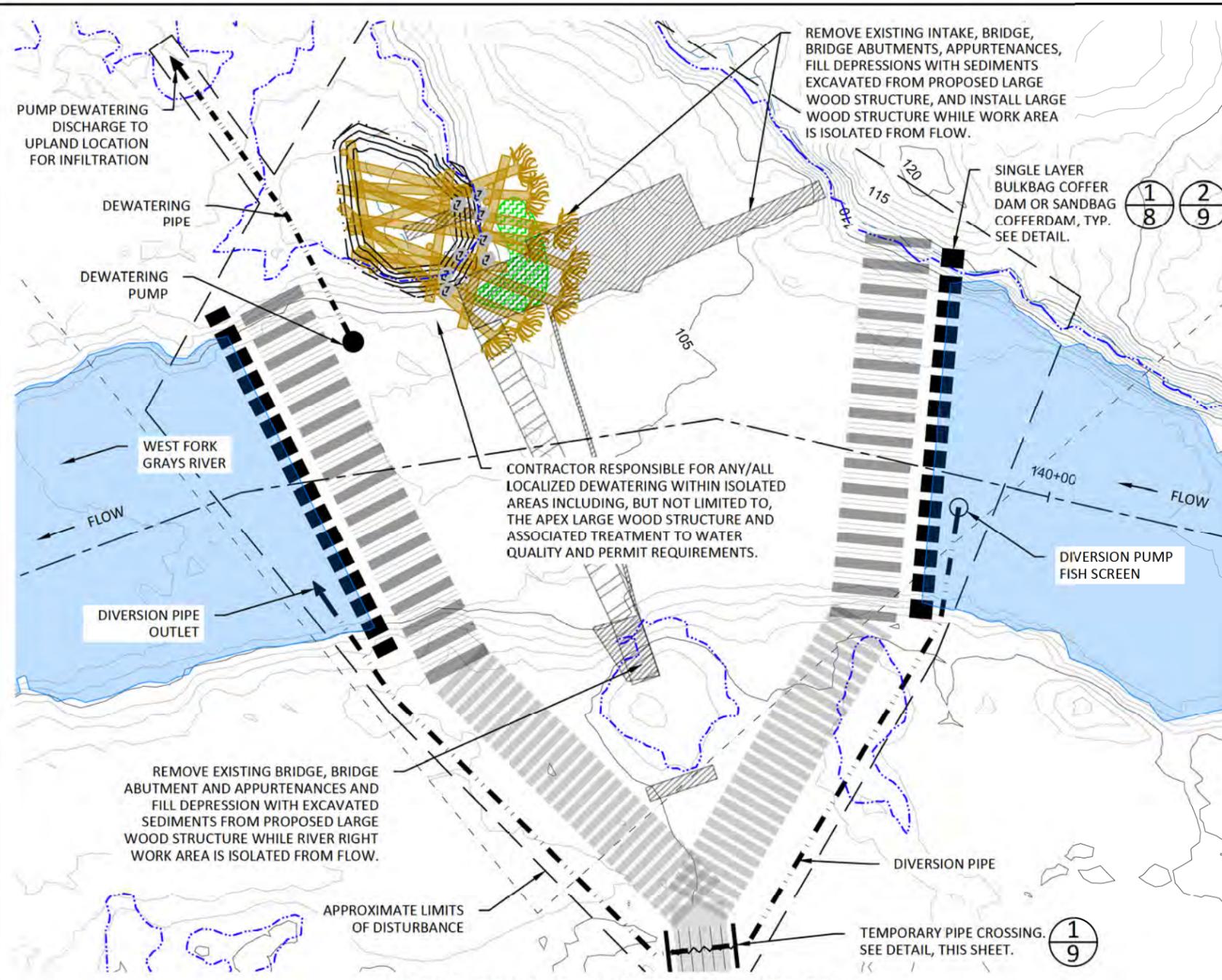
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SITE: WEST FORK GRAYS RIVER HATCHERY INTAKE REMOVAL

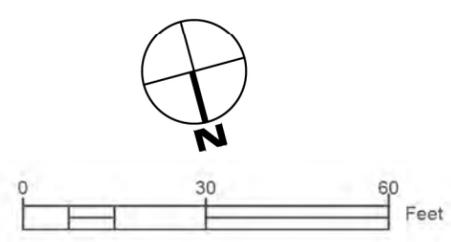
TITLE: DEWATERING PLAN - OPTION 1

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PROJ. NO: -	DRAWING NO: 8	Total Sheets: 13	

NOTE: ALTERNATE COFFERDAM APPROACHES AND CONFIGURATIONS MAY BE ALLOWED SUBJECT TO CIT PM/ENGINEER APPROVAL PROVIDED SUCH MEASURES FULLY ISOLATE WORK AREA(S) FROM EXISTING AND ANTICIPATED RIVER FLOWS.

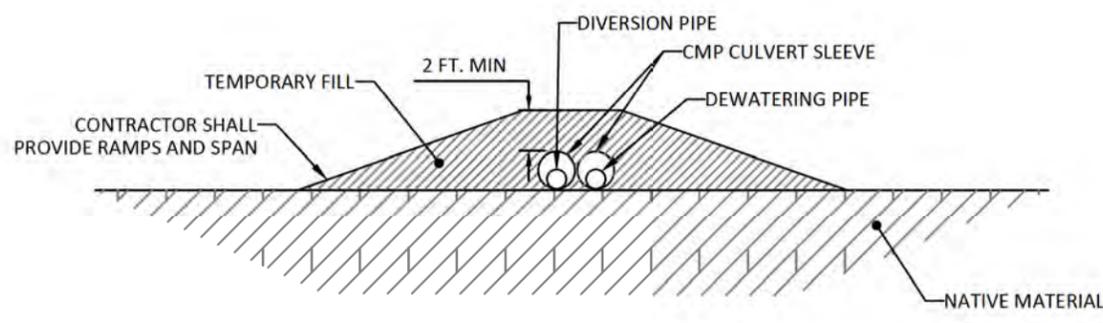


PLAN VIEW - DEWATERING OPTION 2



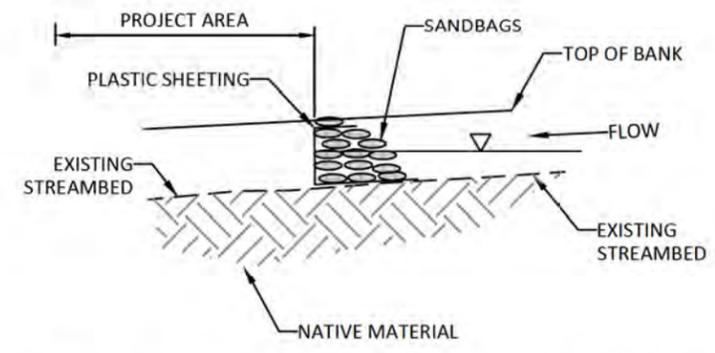
LEGEND

- WEST FORK GRAYS RIVER
- PROPERTY LINES
- TEMPORARY ACCESS ROAD
- TEMPORARY STREAM CROSSING
- COFFERDAM
- DIVERSION PIPE
- DEWATERING PIPE
- SLASH PLACEMENT
- APPROXIMATE LIMITS OF DISTURBANCE
- EXISTING GROUND (1 FOOT CONTOURS)
- PROPOSED GROUND (1 FOOT CONTOURS)
- BOULDER
- ORDINARY HIGH WATER (OHW) 2-YEAR INUNDATION BOUNDARY
- EXISTING 100-YEAR INUNDATION BOUNDARY
- WOOD PLACEMENT
- EXISTING FISH HATCHERY INFRASTRUCTURE TO BE REMOVED
- EXISTING SUSPENSION FOOTBRIDGE TO BE REMOVED
- PROPOSED PILING

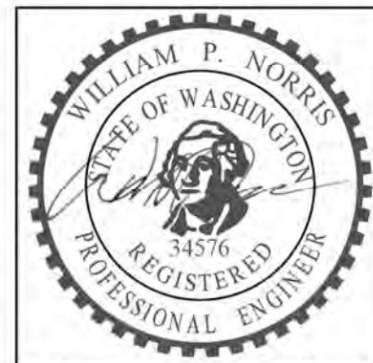


1/9 TYPICAL SECTION VIEW: TEMPORARY PIPE CROSSING
NOT TO SCALE

- NOTES:**
- ALTERNATE COFFERDAM APPROACHES AND CONFIGURATIONS MAY BE ALLOWED SUBJECT TO CIT PM/ENGINEER APPROVAL PROVIDED SUCH MEASURES FULLY ISOLATE WORK AREA(S) FROM EXISTING AND ANTICIPATED RIVER FLOWS.
 - PUMP AND CULVERT SIZING FOR DIVERSION WILL BE SIZED FOR CURRENT AND ANTICIPATED FLOWS FOR DURATION OF CONSTRUCTION.



2/9 TYPICAL SECTION VIEW: SANDBAG COFFERDAM
NOT TO SCALE



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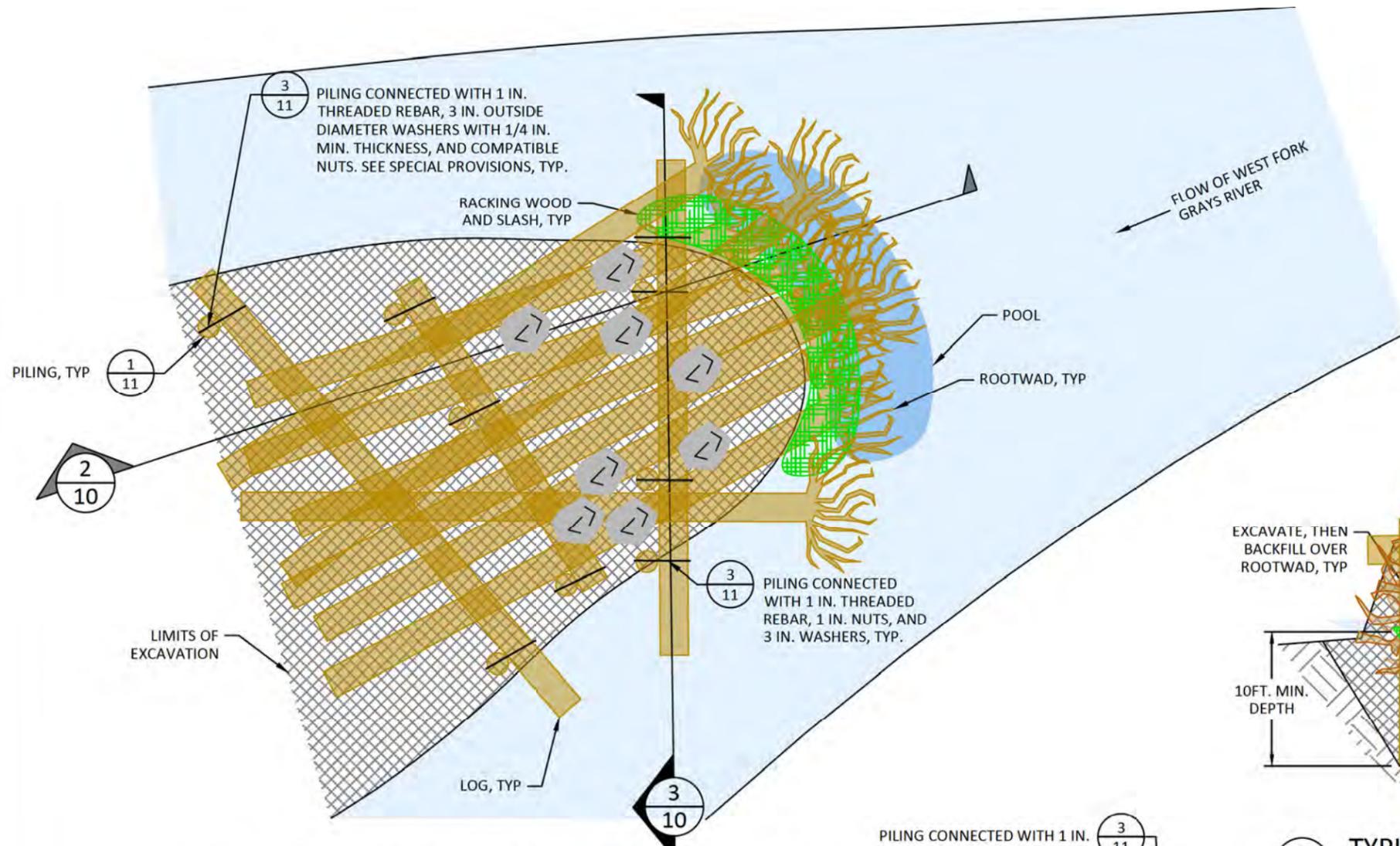
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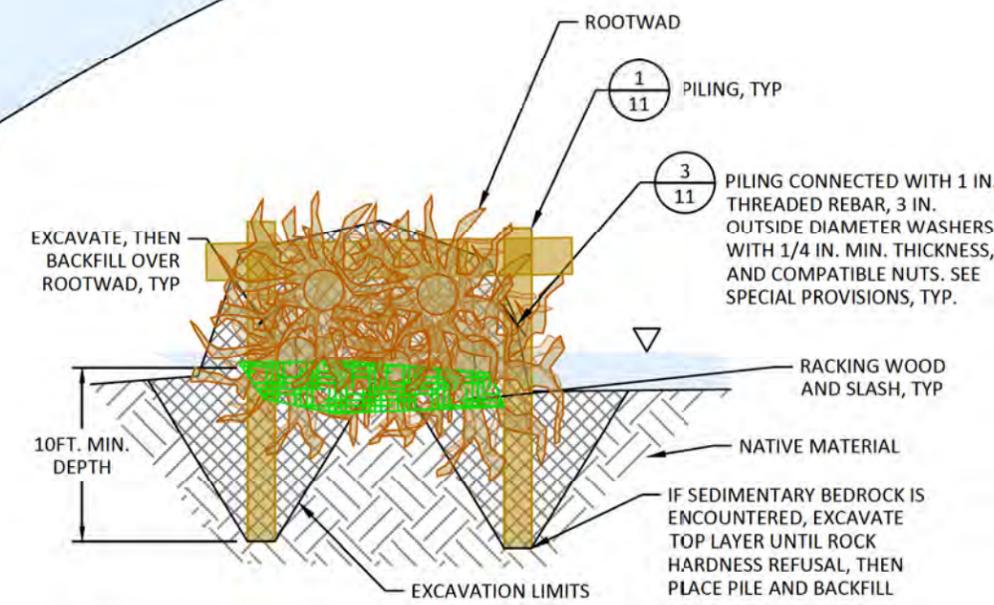
SITE: WEST FORK GRAYS RIVER
HATCHERY INTAKE REMOVAL

TITLE: DEWATERING PLAN -
OPTION 2

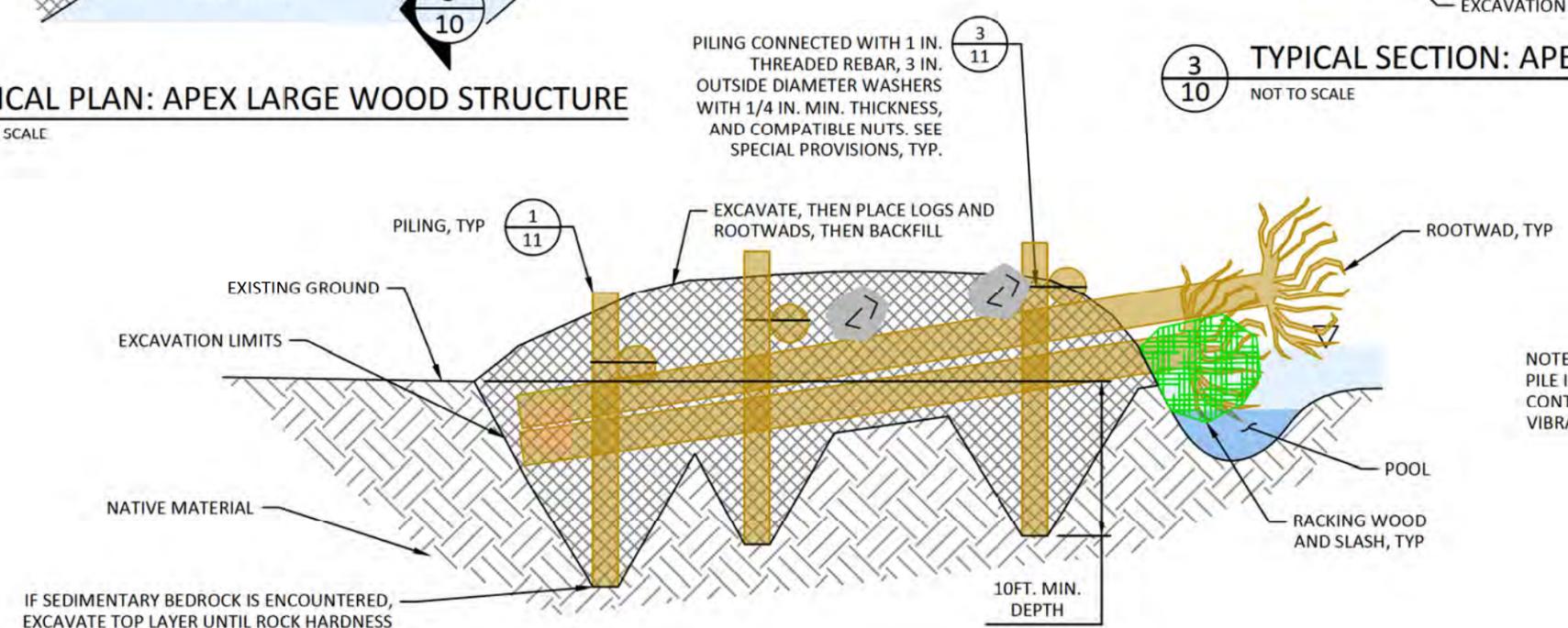
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PROJ. NO: -	DRAWING NO: 9	Total Sheets: 13	



1/10 TYPICAL PLAN: APEX LARGE WOOD STRUCTURE
NOT TO SCALE

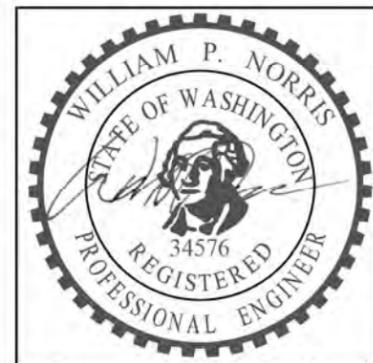


3/10 TYPICAL SECTION: APEX LARGE WOOD STRUCTURE
NOT TO SCALE



2/10 TYPICAL SECTION: APEX LARGE WOOD STRUCTURE
NOT TO SCALE

NOTE:
PILE INSTALLATION CAN BE PERFORMED AT CONTRACTOR'S CHOICE OF EXCAVATING OR VIBRATORY DRIVING TO MEET EMBEDMENT DEPTH.



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STATUS: DRAFT FINAL DESIGN			

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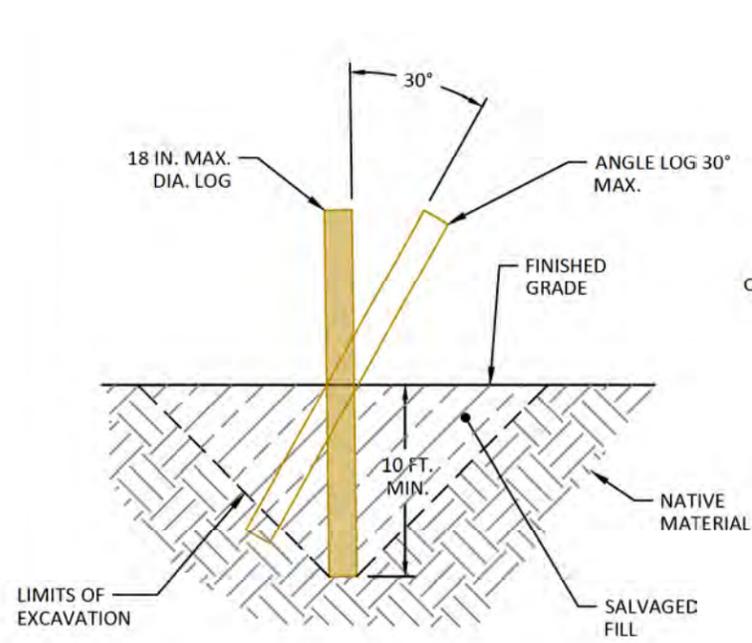
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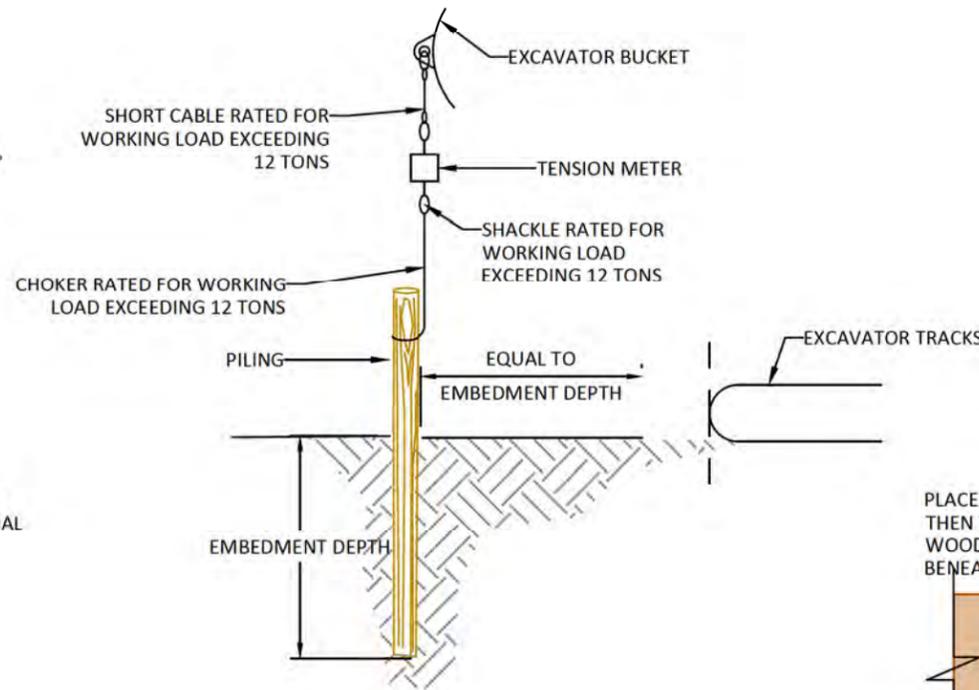
SITE: WEST FORK GRAYS RIVER
HATCHERY INTAKE REMOVAL

TITLE: TYPICAL DETAILS - APEX
LARGE WOOD STRUCTURE

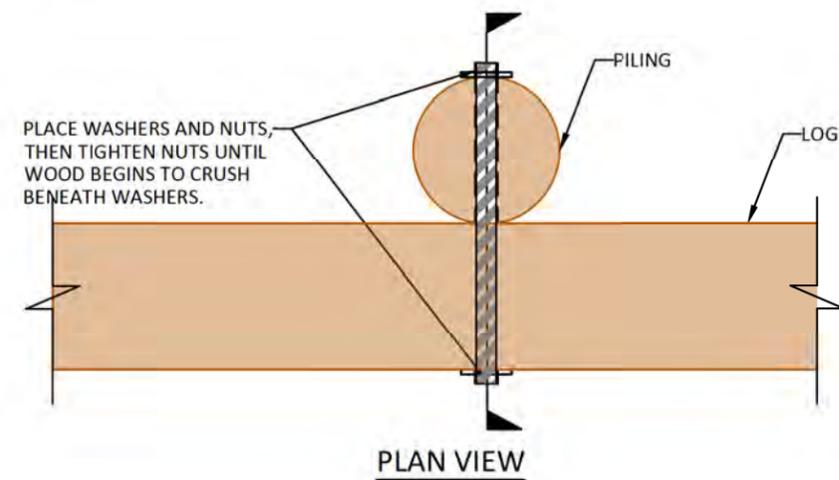
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1
11 TYPICAL SECTION PILING
NOT TO SCALE

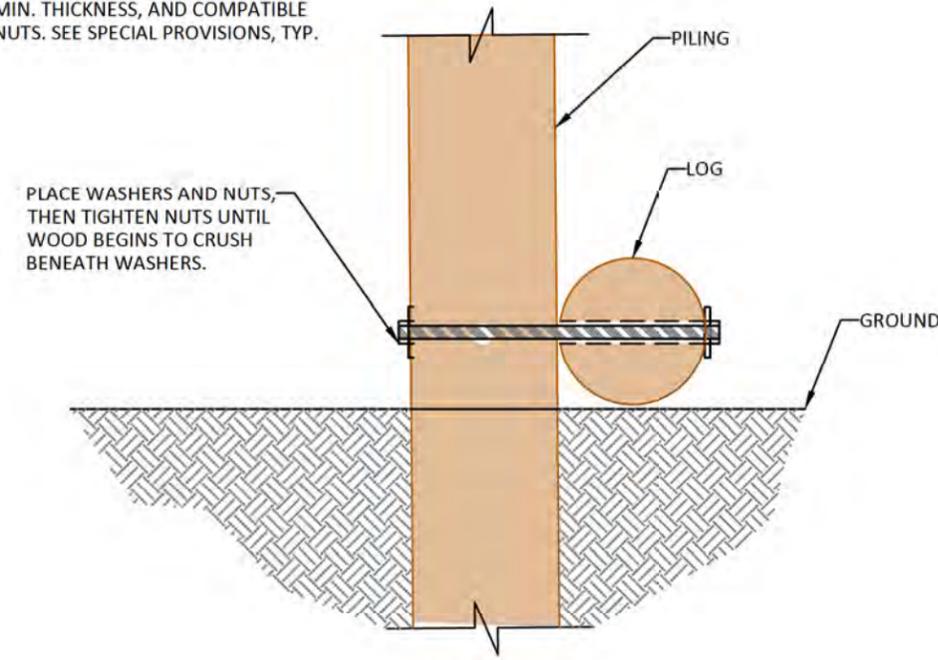


2
11 TYPICAL SECTION: PILING PULLOUT TEST
NOT TO SCALE



PLAN VIEW

NOTE:
PILING CONNECTED WITH 1 IN.
THREADED REBAR, 3 IN. OUTSIDE
DIAMETER WASHERS WITH 1/4 IN.
MIN. THICKNESS, AND COMPATIBLE
NUTS. SEE SPECIAL PROVISIONS, TYP.



SECTION VIEW

3
11 TYPICAL DETAIL: LOG TO PILING ANCHORING
NOT TO SCALE

PILINGS

PILINGS SHALL BE MINIMUM 10" DIAMETER AT SCALED END. DIAMETER OF LOG AT GRIP POINT SHALL BE WITHIN THE RANGE OF 12-16". PILES SHALL BE 20 FEET LONG UNTIL INSTALLED AND CUT.

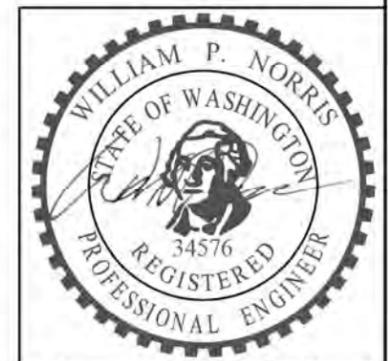
RIGGING

CHOKERS, CABLES AND AND SHACKLES SHALL HAVE MINIMUM WORKING LOAD RATING OF 12 TONS. FITTINGS SHALL BE SIZED ACCORDINGLY.

TESTING

PROOF TESTS MAY BE REQUIRED IF REQUIRED EMBEDMENT DEPTHS ARE NOT MET.

NOTE:
PILE INSTALLATION CAN BE PERFORMED AT CONTRACTOR'S CHOICE OF EXCAVATING OR VIBRATORY DRIVING TO MEET EMBEDMENT DEPTH.



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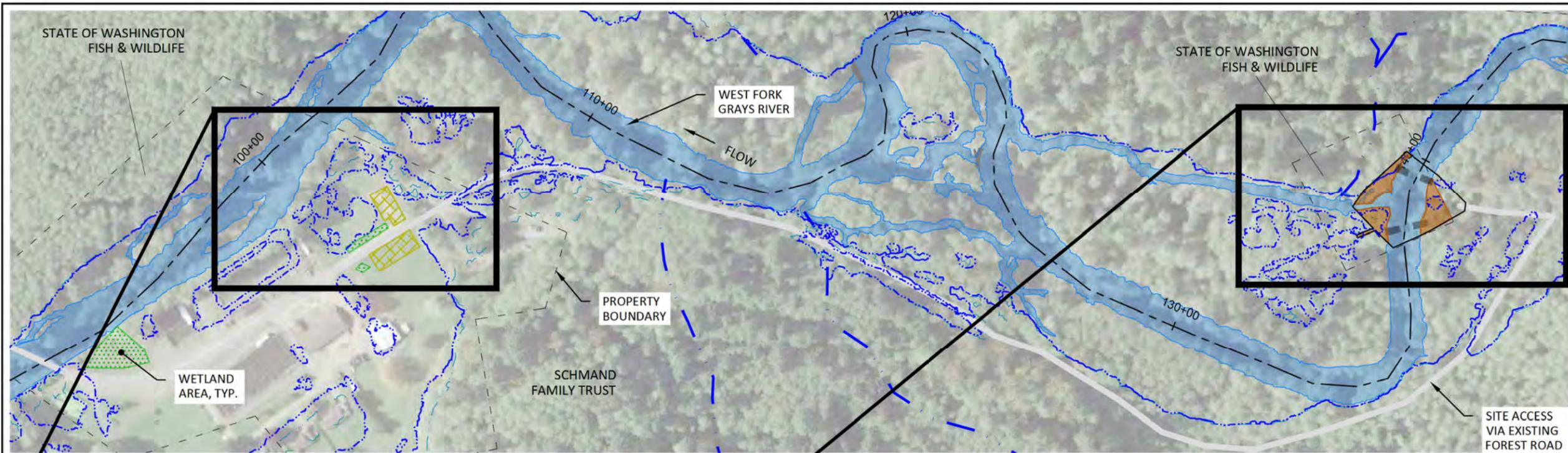
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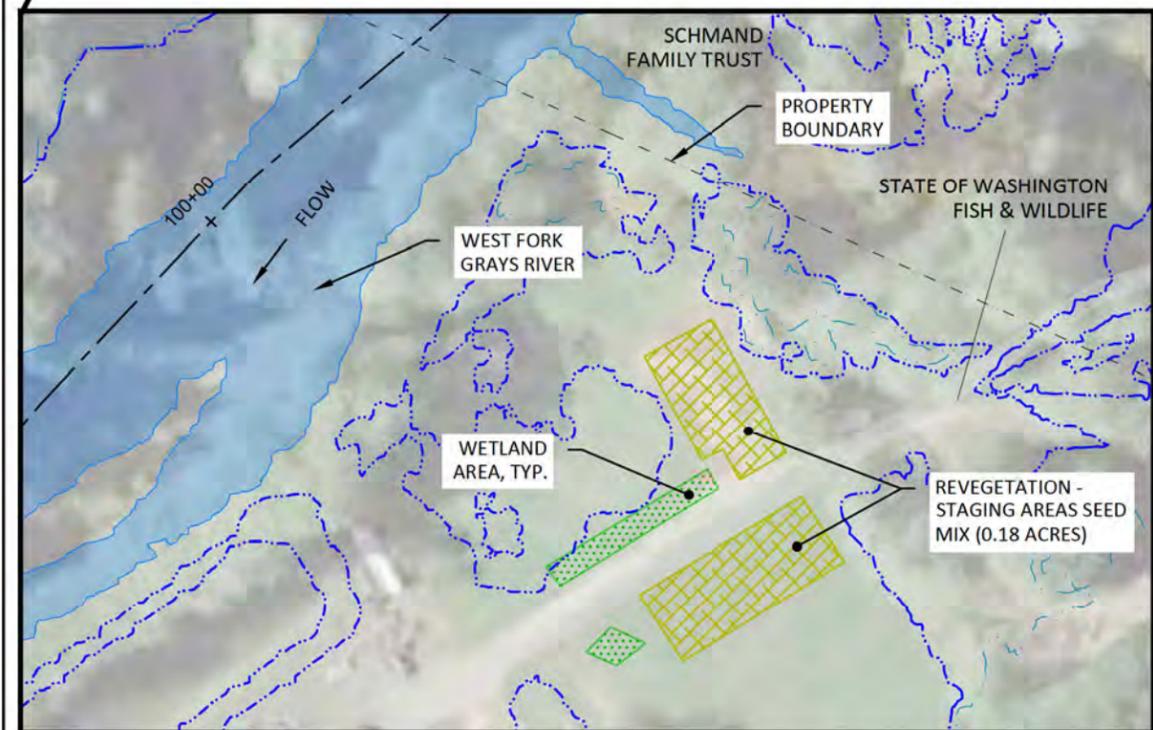
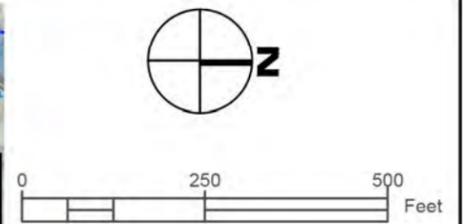
SITE: WEST FORK GRAYS RIVER
HATCHERY INTAKE REMOVAL

TITLE: TYPICAL DETAILS - PILING
AND ANCHORING

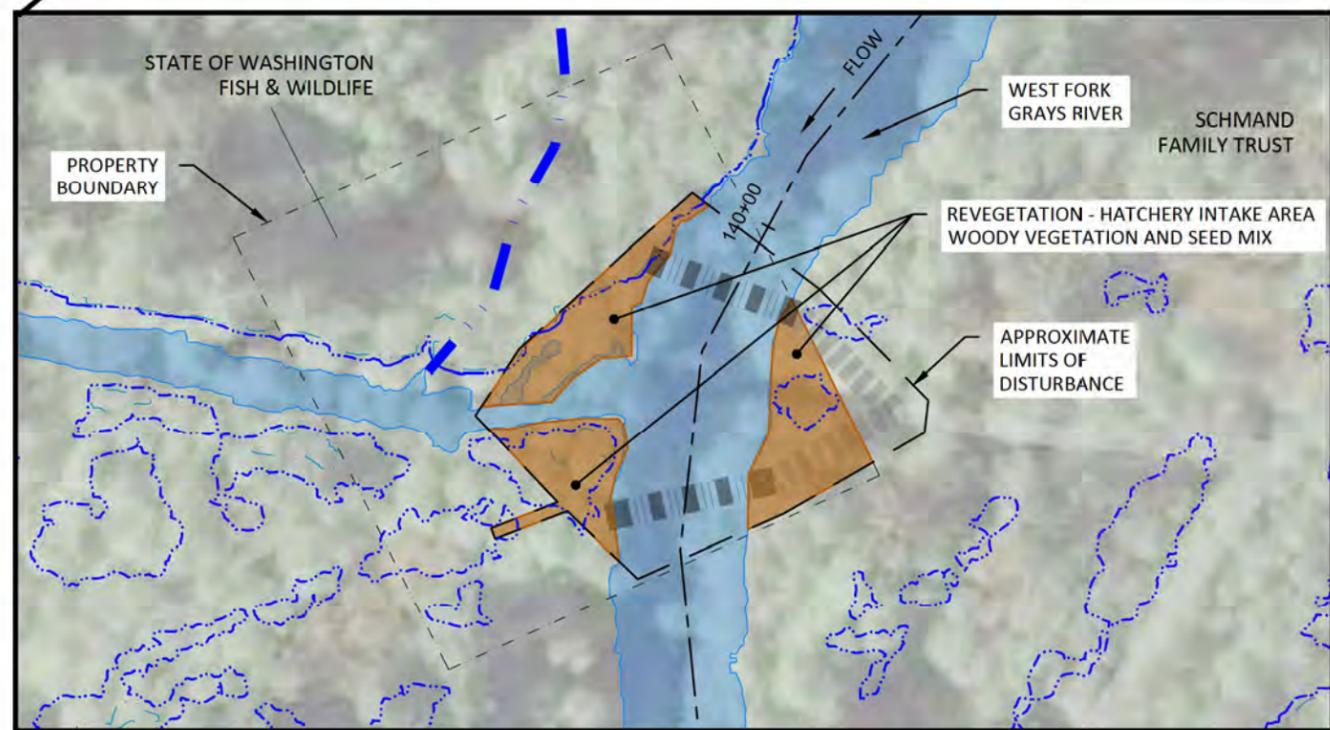
SCALE:	DATE:	DRAWN:	CHECKED:
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PROJ. NO:	DRAWING NO:	Total Sheets:	
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PLAN VIEW - WF GRAYS REVEGETATION PLAN



WF GRAYS REVEGETATION PLAN - STAGING AREAS



WF GRAYS REVEGETATION PLAN - HATCHERY INTAKE AREA



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STATUS: DRAFT FINAL DESIGN			

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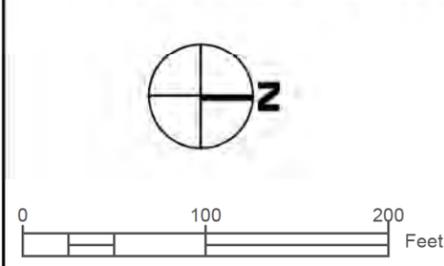
302 W. Steuben St. #6
Bingen, WA 98605 www.moreredds.com

CLIENT: COWLITZ INDIAN TRIBE
7700 26TH AVE
VANCOUVER, WA, 98665

SITE: WEST FORK GRAYS RIVER
HATCHERY INTAKE REMOVAL

TITLE: SITE MAP - REVEGETATION PLAN

SCALE:	DATE: 02/26/26	DRAWN: RP	CHECKED: BN,RP
PROJ. NO:	DRAWING NO: 12	Total Sheets: 13	

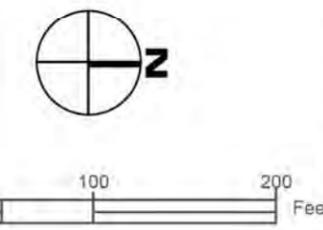


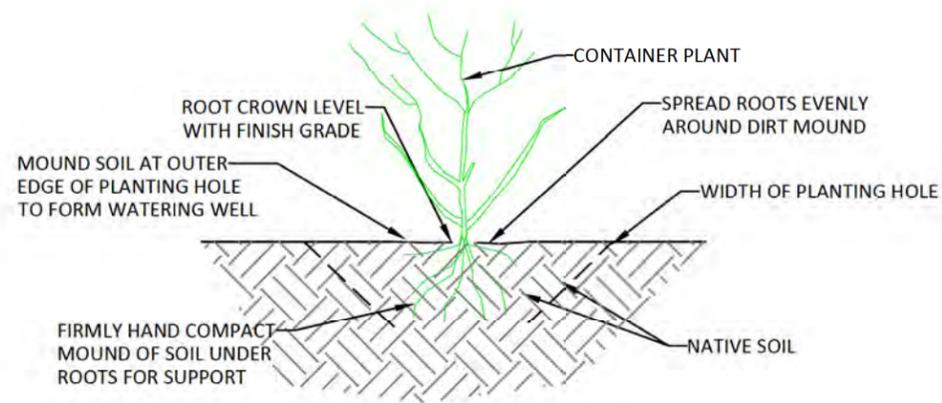
LEGEND

- WEST FORK GRAYS RIVER
- EXISTING TRIBUTARIES
- EXISTING FOREST ROAD USED FOR ACCESS
- PROPERTY LINES

- TEMPORARY ACCESS ROAD
- TEMPORARY STREAM CROSSING
- EXISTING TRIBUTARIES
- APPROXIMATE LIMITS OF DISTURBANCE
- REVEGETATION - STAGING AREAS SEED MIX (0.18 ACRES)

- REVEGETATION - HATCHERY INTAKE AREA WOODY VEGETATION AND SEED MIX (0.26 ACRES)
- ORDINARY HIGH WATER (OHW) 2-YEAR INUNDATION BOUNDARY
- EXISTING 100-YEAR INUNDATION BOUNDARY
- WETLAND AREA





1
13 TYPICAL DETAIL: PLANTING BARE ROOT
NOT TO SCALE

Species	Form	Minimum	Spacing	Number
		Size		
Trees				
Western red cedar (<i>Thuja plicata</i>)	Bare Root	18-24"	8-10'	59
Douglas fir (<i>Pseudotsuga menziesii</i>)	Bare Root	18-24"	8-10'	59
Red alder (<i>Alnus rubra</i>)	Bare Root	18-24"	8-10'	59
Shrubs				
Vine maple (<i>Acer circinatum</i>)	Bare Root	1'	4-6'	106
Cascara (<i>Rhamnus purshiana</i>)	Bare Root	18-24"	4-6'	106
Snowberry (<i>Symphoricarpos alba</i>)	Bare Root	18-24"	4-6'	106
Serviceberry (<i>Amelanchier alniflora</i>)	Bare Root	18-24"	4-6'	106
Indian Plum (<i>Oemleria cerasiformis</i>)	Bare Root	18-24"	4-6'	106

REVEGETATION AREAS - WOODY VEGETATION

NOT TO SCALE

Seed Mix Ingredients:

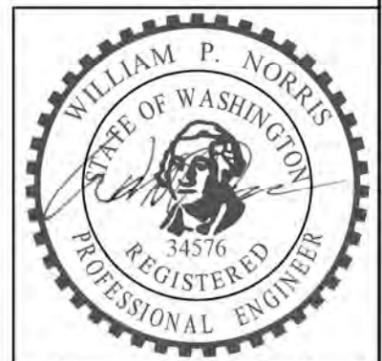
- Blue Wildrye (*Elymus glaucus*) - 40%
- California Brome (*Bromus carinatus*) - 40%
- Native Red fescue (*Festuca rubra*) - 15%
- Tufted hairgrass (*Deschampsia caespitosa*) - 5%

REVEGETATION AREAS - SEED LIST

NOT TO SCALE

NOTES:

1. CONTRACTOR SHALL INSTALL MINIMUM 20 POUNDS PER ACRE OF PURE LIVE SEED (PLS).
2. CONTRACTOR SHALL SEED ALL TEMPORARILY DISTURBED AREAS INCLUDING STAGING AREAS.



3	-	-	-
2	-	-	-
1	-	-	-
REV:	DESCRIPTION:	BY:	DATE:
STATUS: DRAFT FINAL DESIGN			

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CLIENT: COWLITZ INDIAN TRIBE
7700 26TH AVE
VANCOUVER, WA, 98665

SITE: WEST FORK GRAYS RIVER
HATCHERY INTAKE REMOVAL

TITLE: TYPICAL DETAILS -
REVEGETATION

SCALE:	DATE:	DRAWN:	CHECKED:
	02/26/26	RP	BN,RP
PROJ. NO:	DRAWING NO:	Total Sheets:	
-	13	13	

Exhibit F
Project Specifications

WEST FORK GRAYS RIVER HATCHERY INTAKE REMOVAL AND FISH PASSAGE PROJECT SPECIAL PROVISIONS – JANUARY 29, 2026

INTRODUCTION

The Washington State Department of Transportation's Standard Specifications for Road, Bridge And Municipal Construction 2025 (WSDOT Standard Specifications) shall apply unless otherwise noted in the following special provisions. The "Contracting Agency," "Owner," and "Engineer" shall be the Cowlitz Indian Tribe. Additional specifications in the following contract sections are included for items not covered by the WSDOT Standard Specifications.

DIVISION 1 – GENERAL REQUIREMENTS

1-01.3 Definitions

Definitions in Section 1-01.3 are revised as follows:

Commission, Washington State Transportation Commission – The appointive body having authority over state transportation matters as provided by law. As used in Division 1, when being used to describe discretionary authority that may be exercised under this Agreement, "Commission" and "Washington State Transportation Commission" means the Tribal Council of the Cowlitz Indian Tribe.

Department, Department of Transportation – The State Agency authorized by law to administer transportation-related work. As used in Division 1, when being used to describe discretionary authority that may be exercised under this Agreement, "Department" and "Washington State Transportation Commission" means the Tribal Council of the Cowlitz Indian Tribe.

Secretary, Secretary of Transportation – The chief executive officer of the Department and other authorized representatives. As used in Division 1, As used in Division 1, when being used to describe discretionary authority that may be exercised under this Agreement, "Secretary" and "Secretary of Transportation" means the Tribal Council of the Cowlitz Indian Tribe.

State – As used in Division 1, when being used to describe discretionary authority that may be exercised under this Agreement, "State" refers to the Cowlitz Indian Tribe.

1-01.3 Definitions

Section 1-01.3 is further revised to add the following definitions:

Governor– As used in Division 1, when being used to describe discretionary authority that may be exercised under this Agreement, "Governor" refers to the Tribal Council of the Cowlitz Indian or the General Council Chairman of the Cowlitz Indian Tribe.

1-02 Bid Procedures and Conditions

Section 1-02 is deleted in its entirety.

1-03 Award and Execution of Contract

Section 1-02 is deleted in its entirety.

1-04.2 Coordination of Contract Documents, Plans, Special Provisions, Specifications, and Addenda

Section 1-04.2 is deleted in its entirety.

1-04.4(2) Value Engineering Change Proposal (VECP)

Section 1-04.4(2) is deleted in its entirety.

1-04.5(1) Disputes

This section is replaced in its entirety with the following:

The following process governs if the parties are in disagreement with anything required in a change order, or the Engineer's Written Determination or decision that the Contractor believes they are entitled to an increase in the Contract price or time:

- 1) **Submittal of claim:** The party submitting a claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 5 calendar days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a claim rests with the party making the claim. In the case of a claim by Contractor seeking an increase in the Contract Times or Contract Price, Contractor shall certify that the claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Contractor's knowledge and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.
- 2) **Obligation to Continue Work and Meet Critical Milestones:** The Owner and Contractor understand both the critical nature of completing this work in the limited work windows and the need to resolve disputes. The Owner and Contractor will work expediently to resolve all claims and ensure the Work is completed. Notwithstanding the foregoing, submitting a claim, or the intent to submit a claim, does not impact the obligations and responsibilities of the parties to fulfill their obligations under the Agreement and meet critical milestones. If the review and resolution of a claim would delay the completion of critical milestones, the Contractor must proceed as though their claim was denied, and then the claim under this Section will proceed only as relevant to adjustments in Contract Price.
- 3) **Review and Resolution:** The party receiving a claim shall review it thoroughly, giving full consideration to its merits. The parties must seek to resolve the claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the claim by mutual agreement. All actions taken on a claim will be stated in writing and submitted to the other party, with a copy to Engineer.
- 4) **Mediation**
 - a. At any time after initiation of a claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate will stay the claim submittal and response process.
 - b. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the proposal submittal and decision process will resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the claim submittal and decision process will resume as of the date of the conclusion of the mediation, as determined by the mediator.

- c. Owner and Contractor shall each pay one-half of the mediator's fees and costs.
- 5) Partial Approval: If the party receiving a claim approves the claim in part and denies it in part, such action will be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Section 1-04.12 for final resolution of disputes.
 - 6) Denial of Claim: If efforts to resolve a claim are not successful, the party receiving the claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the claim within 90 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of the inaction, the claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the claim will be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Section 1-04.12 for the final resolution of disputes.
 - 7) Final Results: If the parties reach a mutual agreement regarding a claim, whether through approval of the claim, direct negotiations, mediation, or otherwise; or if a claim is approved in part and denied in part, or denied in full, and such actions become final; then the results of the agreement or action on the claim will be incorporated in a Change Order or other written document to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

1-04.6 Variation in Estimated Quantities

This Section is replaced in its entirety with the following:

Payment to the Contractor will be made only for the actual quantities of Work performed and accepted in conformance with the Contract. When the accepted quantity of Work performed under a unit item varies from the original Proposal quantity, payment will be:

- 1) For items on the Contractor's Price Sheet, the rates shall be actual cost and billed as per the Price Sheet submitted with Proposal and Bid.
- 2) For items not on price sheet, Contractor must get the Tribe's written approval and the rates shall be actual cost plus a 10% markup.

1-04.7 Differing Site Conditions (Changed Conditions)

Supplement this section with the following:

Site conditions, Access and Existing Grades/Elevations may have changed since prior surveys, aerial photography and lidar, and contractor shall expect, anticipate, and be responsible for verifying conditions.

1-04.12 Final Resolution of Disputes

This section is added as follows:

The following methods and procedures govern the final resolution of disputes that arise under the Contractor Agreement:

- 1) Disputes Subject to Final Resolution: The following disputed matters are subject to final resolution under the provisions of this article:
 - a. A timely appeal of an approval in part and denial in part of a claim, or of a denial in full, pursuant to Section 1-04.5; and
 - b. Disputes between Owner and Contractor concerning the Work, or obligations under the Contract Documents, that arise after final payment has been made.
- 2) Final Resolution of Disputes: For any dispute subject to resolution under this article, Owner or Contractor may:
 - a. elect in writing to invoke the dispute resolution process provided for in the Contractor Agreement; or
 - b. agree with the other party to submit the dispute to another dispute resolution process.

1-05.2 Authority of Assistants and Inspectors

This section is deleted in its entirety.

1-05.3 Working Drawings

Supplement this section with the following:

Not later than 2 days prior to the Pre-Construction Meeting, the Contractor shall submit a written Construction Work Plan. No physical work is to be performed at the site until the Construction Work Plan is reviewed by the Owner for conformance with the Contract Documents. The Construction Work Plan should include at a minimum:

1. A list of construction personnel and the supervisory chain of responsibility proposed.
2. Anticipated temporary stream diversion and dewatering including bypass and dam system arrangement and proposed sizing.
3. Procedures and sequence for removing existing weir, removing footbridge substructure and superstructure and removing intake.
4. Haul routes for equipment and details of the proposed staging of materials, and location of access points to the work areas.
5. Absolutely no in stream construction may begin until written approval is granted by the Owner for the construction access plan.

1-05.9 Equipment

The following is added to this section:

Equipment shall be power-washed clean and inspected by Tribe/Engineer prior to Contractor mobilization.

1-05.13 Superintendents, Labor, and Equipment of Contractor

Comply with this section and supplement the following:

Large wood structure installations require heavy equipment operators experienced in stream restoration and log/boulder placement. Given the fit-in-the-field nature of stream and habitat

restoration, Equipment Operators who repeatedly fail to follow the Tribe/Engineer's written or oral orders, directions, instructions, or determinations, or fails to display competency at said tasks, shall be subject to removal from the specified tasks. Upon the written request of the Tribe/Engineer, the Contractor shall immediately remove such Equipment Operators and name a qualified replacement in writing.

1-06 Control of Material

This section is replaced in its entirety with the following:

1-06.1 Services, Materials, and Equipment

- 1) Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.
- 2) All materials and equipment incorporated into the Work must be new and of good quality, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications will expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.
- 3) All materials and equipment must be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

1-06.2 "Or Equals"

- 1) Contractor's Request; Governing Criteria: Whenever an item of equipment or material is specified or described in the Contract Documents by using the names of one or more proprietary items or specific Suppliers, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material, or items from other proposed Suppliers, under the circumstances described below.
 - a. If Engineer in its sole discretion determines that an item of equipment or material proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer will deem it an "or equal" item. For the purposes of this paragraph, a proposed item of equipment or material will be considered functionally equal to an item so named if:
 - i. in the exercise of reasonable judgment Engineer determines that the proposed item:
 1. is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;

2. will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;
 3. has a proven record of performance and availability of responsive service; and
 4. is not objectionable to Owner.
 - ii. Contractor certifies that, if the proposed item is approved and incorporated into the Work:
 1. there will be no increase in cost to the Owner or increase in Contract Times; and
 2. the item will conform substantially to the detailed requirements of the item named in the Contract Documents.
- 2) Contractor's Expense: Contractor shall provide all data in support of any proposed "or equal" item at Contractor's expense.
- 3) Engineer's Evaluation and Determination: Engineer will be allowed a reasonable time to evaluate each "or-equal" request. Engineer may require Contractor to furnish additional data about the proposed "or-equal" item. Engineer will be the sole judge of acceptability. No "or-equal" item will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an "or-equal," which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.
- 4) Effect of Engineer's Determination: Neither approval nor denial of an "or-equal" request will result in any change in Contract Price. The Engineer's denial of an "or-equal" request will be final and binding, and may not be reversed through an appeal under any provision of the Contract.
- 5) Treatment as a Substitution Request: If Engineer determines that an item of equipment or material proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that Engineer consider the item a proposed substitute pursuant to Paragraph 1-06.3.

1-06.3 Substitutes

- 1) Contractor's Request; Governing Criteria: Unless the specification or description of an item of equipment or material required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material under the circumstances described below. To the extent possible such requests must be made before commencement of related construction at the Site.
 - a. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of equipment or material from anyone other than Contractor.

b. Contractor shall make written application to Engineer for review of a proposed substitute item of equipment or material that Contractor seeks to furnish or use. The application:

i. will certify that the proposed substitute item will:

1. perform adequately the functions and achieve the results called for by the general design;
2. be similar in substance to the item specified; and
3. be suited to the same use as the item specified.

ii. will state:

1. the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times;
2. whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item; and
3. whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.

iii. will identify:

1. all variations of the proposed substitute item from the item specified; and
2. available engineering, sales, maintenance, repair, and replacement services.

iv. will contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.

2) Engineer's Evaluation and Determination: Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.

3) Special Guarantee: Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

- 4) Reimbursement of Engineer's Cost: Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.
- 5) Contractor's Expense: Contractor shall provide all data in support of any proposed substitute at Contractor's expense.
- 6) Effect of Engineer's Determination: If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request will be final and binding, and may not be reversed through an appeal under any provision of the Contract. Contractor may challenge the scope of reimbursement costs imposed by timely submittal of a Change Proposal.

1-07.1(1) General

This section is replaced with the following:

The Contractor shall always comply with all Federal, State, tribal, and local laws, ordinances, and regulations that affect Work under the Contract. The Contractor shall indemnify, defend, and save harmless the Tribe (including the Tribal Council, General Council Officers, Tribal Council Officers, and the agents, officers, and employees of the Tribe and its sub-entities) and the Contracting Agency (including agents, officers, and employees) against claims that may arise because the Contractor (or employees of the Contractor, subcontractors or material persons) violated a legal requirement.

Without usurping the authority of other agencies, the Contracting Agency will cooperate with them in their efforts to enforce legal requirements. Upon awareness of a violation of a legal requirement, the Engineer will notify the Contractor in an effort to achieve compliance. The Engineer may also notify the agency responsible for enforcement if the Engineer deems that action is necessary to achieve compliance with legal requirements. The Engineer will also assist the enforcement agency to obtain Contractor compliance to the extent such assistance is consistent with the provisions of the Contract.

1-07.1(5) Changes to Laws to be Observed

This section is removed in its entirety.

1-07.3 Fire Prevention and Merchantable Timber Requirements

Comply with this section and add the following:

There shall be no smoking on project area property.

1-07.5(2) State Department of Fish and Wildlife

Comply with section and add the following:

1. The Contractor shall coordinate all stream diversions and stream de-watering work with the Owner to allow staff of the Owner to net fish out of the de-watered stream sections and safely return these fish to adjacent stream habitat

2. Prepare a Spill Prevention, Control and Countermeasures (SPCC) Plan as outlined in 1-07.15(1). Oil absorbent pads and personnel trained in spill prevention and control will be on site during all heavy equipment operations.
3. Inspect heavy equipment at least on a daily basis for any leaks of petroleum products. Repair as needed.
4. Heavy equipment needs to be pressure washed to be visibly free of all soil before shipping to the project site.

1-07.9(1) General

Comply with this section and add the following:

This project includes funding from Washington State therefore the contractor must follow all conditions of Washington State's Prevailing Wage Law. A list of the current prevailing wages can be found at: <http://www.lni.wa.gov/TradesLicensing/PrevWage/WageRates/default.asp>.

It is the Contractor's responsibility to comply with all conditions of RCW 39.12, including but not limited to approval of an "Intent to Pay Prevailing Wage" by the Department of Labor and Industries prior to any payment for services from COWLITZ INDIAN TRIBE and an approved "Affidavit of Wages Paid" by the Department of Labor and Industries prior to final payment being issued by COWLITZ INDIAN TRIBE. If the contractor is exempt from the Prevailing Wage Law, documentation must be submitted to the Department of Labor and Industries prior to any payment being issued from COWLITZ INDIAN TRIBE. If contractor is sole proprietor or a partner that owns at least 30% of the company, you are not required to pay yourself prevailing wage rates.

1-07.11(2) Contractual Requirements

This section is removed in its entirety.

1-07.11(3) Equal Employment Opportunity Officer

This section is removed in its entirety.

1-07.11(4) Dissemination of Policy

This section is removed in its entirety.

1-07.11(5) Sanctions

This section is removed in its entirety.

1-07.11(6) Incorporation of Provisions

This section is removed in its entirety.

1-07.11(10) Records and Reports

This section is removed in its entirety.

1-07.13(3) Relief of Responsibility for Damage by Public Traffic

This section is removed in its entirety.

1-07.13(4) Repair of Damage

This section is removed in its entirety and replaced with:

“The Contractor shall promptly repair all damage to either temporary or permanent Work as ordered by the Engineer.”

1-07.14 Responsibility for Damage

This section is replaced with the following:

The Tribe, Tribal Council, General Council Officers, Tribal Council Officers, all officers and employees of the Tribe, and all officers and employees of the Contracting Agency, will not be responsible in any manner: for losses or damage that may happen to the Work or any part; for losses of material or damage to any of the materials or other things used or employed in the performance of Work; for injury to or death of either workers or the public; or for damage to the public for causes which might have been prevented by the Contractor, or the workers, or anyone employed by the Contractor.

The Contractor shall be responsible for all liability imposed by law for injuries to, or the death of, any persons or damages to property resulting from any cause whatsoever during the performance of the Work, or before final acceptance.

Subject to the limitations in this section, the Contractor shall indemnify, defend, and save harmless the Tribe, Tribal Council, General Council Officers, Tribal Council Officers, all officers and employees of the Tribe, and all officers and employees of the Contracting Agency from all claims, suits, or actions brought for injuries to, or death of, any persons or damages resulting from construction of the Work or in consequence of any negligence or breach of Contract regarding the Work, the use of improper materials in the Work, caused in whole or in part by an act or omission by the Contractor or the agents or employees of the Contractor during performance or at any time before final acceptance. In addition to a remedy authorized by law, the Tribe may retain so much of the money due the Contractor as deemed necessary by the Engineer to ensure the defense and indemnification obligations of this section until disposition has been made of such suits or claims.

Subject to the limitations in this section and RCW 4.24.115, the Contractor shall indemnify, defend, and save harmless any county, city, or region, its officers, and employees connected with the Work, within the limits of which county, city, or region the Work is being performed.

If such claims, suits, or actions result from the concurrent negligence of (a) the indemnitee or the indemnitee’s agents or employees and (b) the Contractor or the Contractor’s agent or employees, the indemnity provisions provided in the preceding paragraphs of this section shall be valid and enforceable only to the extent of the Contractor’s negligence or the negligence of its agents and employees.

The Contractor shall bear sole responsibility for damage to completed portions of the project and to property located off the project caused by erosion, siltation, runoff, or other related items during the construction of the project. The Contractor shall also bear sole responsibility for any pollution of rivers, streams, ground water, or other waters that may occur as a result of construction operations.

The Contractor shall exercise all necessary precautions throughout the life of the Project to prevent pollution, erosion, siltation, and damage to property.

The Contractor specifically assumes all potential liability for actions brought by employees of the Contractor and its subcontractors and, solely for the purpose of enforcing the defense and indemnification obligations set forth in Section 1-07.14, the Contractor specifically waives any and all immunity granted under the State industrial insurance law, Title 51 RCW. This waiver has

been mutually negotiated by the parties. The Contractor shall similarly require that each subcontractor it retains in connection with the project comply with the terms of this paragraph, waive any immunity granted under Title 51 RCW, and assume all liability for actions brought by employees of the subcontractor.

1-07.15(1) Spill Prevention, Control, and Countermeasures Plan – Add the following to the end of this subsection:

The Contractor shall be aware that the project site is prone to flooding and is responsible to monitor incoming weather and flow levels to protect equipment and the site accordingly.

1-07.16(1)B Contracting Agency Property – Replace this subsection, except for the subsection number and title, with the following:

Temporary site access shall be along alignments shown in the plans. Minor deviations to the alignments may occur as directed by the Owner to preserve sensitive areas or trees, or other features identified in the field. Deviations from the alignments shown in the plans shall be approved by Owner prior to use.

The Contractor shall not use Contracting Agency owned or controlled property other than that directly affected by the Contract Work without the approval of the Owner. If the Owner grants such approval, the Contractor shall then vacate the area when ordered to do so by the Owner. Approval to temporarily use the property shall not create entitlement to further use or to compensation for conditions or requirements imposed.

Site access routes shall be maintained and restored to original or better condition.

1-07.16(1)C Private Property

Replace the first sentence in this subsection with the following:

Unless otherwise authorized by Tribe/Engineer, Contractor shall access the site as shown on the plans.

1-07.16(2) Vegetation Protection and Restoration – Replace the paragraph that begins “Existing trees and other vegetation, where shown in the Plans...” with the following:

Existing trees and other vegetation, where shown in the Plans or designated by the Engineer or Owner, shall be saved and protected through the life of the Contract. The contractor shall provide visual barriers around trees close to operations, or as designated by the Engineer, to protect damage to existing trees.

1-07.17 Utilities and Similar Facilities

Comply with this section and add the following:

Locations and dimensions shown in the plans for existing facilities are in accordance with available information obtained without uncovering, measuring, or other verification. Public and private utilities, or their contractors, will furnish all work necessary to adjust, relocate, replace, or construct their facilities unless otherwise provided for in the Plans or these Special Provisions. Such adjustment, relocation, replacement, or construction is incidental to and will be done during the prosecution of the work for this project.

The Contractor shall call the Utility Location Request Center (One Call Center), for field location not less than two nor more than ten business days before the scheduled date for commencement of excavation which may affect underground utility facilities, unless otherwise agreed upon by the parties involved. A business day is defined as any day other than Saturday, Sunday, or a legal local, state or federal holiday. The telephone number for the One Call Center for this project is 1-800-424-5555.

1-07.18 Public Liability and Property Damage Insurance

This section is removed in its entirety.

1-07.23 Public Convenience and Safety

This section is modified as follows:

(*****)

Nothing contained in this Contract is intended to create any third-party beneficiary rights in favor of the public or any individual utilizing the project area being constructed or improved under this Contract.

1-07.23(1) – (3)

These sections are removed in their entirety.

1-07.24 Rights of Way

This section is removed in its entirety.

1-07.25 Opening of Section to Traffic

This section is removed in its entirety.

1-07.26 Personal Liability of Public Officers

This section is replaced by the following:

Neither the Tribe, the Engineer, nor any other officer or employee of the Tribe, nor any other officer or employee of the Engineer, nor any other officer or employee of the Contracting Agency shall be personally liable for any acts or failure to act in connection with the Contract, it being understood that in such matters, they are acting solely as agents of the Contracting Agency.

1-07.28 Railroads

This section is removed in its entirety.

1-08.1 Subcontracting

This section is removed in its entirety.

1-08.3 Progress Schedule

This section is replaced in its entirety with the following.

Contractor understands that time is of the essence for this Work. Contractor shall complete the project according to schedule specified in the Contract, in compliance with all regulatory permits, and as approved by Tribe/Engineer.

1-08.4 Prosecution of Work

This section is replaced in its entirety with the following:

The Contractor shall begin Work upon receipt of fully executed contract and diligently pursue the Work to according to the approved schedule.

1-08.5 Time for Completion

This section is replaced in its entirety with the following:

The Engineer will give the Contractor written notice of the Physical Completion Date for all Work the Contract requires. That date shall constitute the Physical Completion Date of the Contract but shall not imply the Tribe's acceptance of the Work or the Contract.

The Engineer will give the Contractor written notice of the Completion Date of the Contract after all the Contractor's obligations under the Contract have been performed by the Contractor. The following events must occur before the Completion Date can be established:

- 1) The physical Work on the project must be complete; and
- 2) The Contractor must furnish all documentation required by the Contract and required by law, to allow the Contracting Agency to process final acceptance of the Contract

1-08.9 Liquidated Damages

This section is removed in its entirety.

1-08.10(2) Termination for Public Convenience

This section is modified as follows:

The Engineer may terminate the Contract in whole, or from time to time in part, whenever:

- 1) The Contractor is prevented from proceeding with the Work as a direct result of an Executive Order of the President with respect to the prosecution of war or in the interest of national defense; or an Executive Order of the President or the Tribal Council or the Tribal Council's delegee with respect to the preservation of energy resources;

(*****)

1-09.6 Force Account

1-09.6 Force Account – Replace this subsection, except for the subsection number and title, with the following:

The terms of the Contract or of a change order may call for Work or material to be paid for by force account. The Owner has the sole discretion to approve Work or material that will be paid for by the force account. If the Owner approves work that will be paid for by force account, then the objective of this Specification is to reimburse the Contractor for all costs associated with the Work, including costs of labor, small tools, supplies, equipment, specialized services, materials, applicable taxes and overhead and to include a profit commensurate with those costs. The amount to be paid shall be determined as follows:

- 1) For items on the Contractor's Price Sheet, the rates shall be actual cost and billed as per the Price Sheet submitted with Proposal and Bid.
- 2) For items not on price sheet, Contractor must get the Tribe's written approval and the rates shall be actual cost plus a 10% markup.

1-09.9 Payments

This section is replaced in its entirety with the following:

The basis of payment will be the actual quantities of Work performed according to the Contract and as specified for payment.

The Contractor shall submit a breakdown of the cost of lump sum Items to enable the Engineer to determine the Work performed on a monthly basis. Lump sum item breakdowns shall be submitted prior to the first progress payment that includes payment for the Bid Item in question. A breakdown is not required for lump sum Items that include a basis for incremental payments as part of the respective Specification. Absent a lump sum breakdown, the Engineer will make a determination based on information available. The Engineer's determination of the cost of Work shall be final.

Payments will be made for Work and labor performed and materials furnished under the Contract according to the price in the Proposal unless otherwise provided.

Partial payments may be made once each month, based upon partial estimates prepared by the Engineer. The determination of payments under the Contract will be final in accordance with Section 1-05.1.

Failure to perform obligations of the Contract may be decreed by the Contracting Agency to be adequate reason for withholding payments until compliance is achieved.

Upon completion of all Work and after final inspection (Section 1-05.11), the amount due the Contractor under the Contract will be paid based upon the final estimate made by the Engineer and presentation of a Final Contract Voucher Certification to be signed by the Contractor. The Tribe will prepare and present an acceptable Final Contract Voucher Certification upon request. The Contractor's signature on such voucher shall be deemed a release of all claims of the Contractor unless a Claim is filed in accordance with the requirements of Section 1-09.11 and is expressly exempted from the Contractor's certification on the Final Contract Voucher Certification. The date the Tribe signs the Final Contract Voucher Certification constitutes the final acceptance date (Section 1-05.12).

If the Contractor fails, refuses, or is unable to sign and return the Final Contract Voucher Certification or other documentation required for completion and final acceptance of the Contract, the Contracting Agency reserves the right to establish a Completion Date and unilaterally accept the Contract. Unilateral final acceptance will occur only after the Contractor has been provided the opportunity, by written request from the Engineer, to voluntarily submit such documents. If voluntary compliance is not achieved, formal notification of the impending establishment of a Completion Date and unilateral final acceptance will be provided by email with delivery confirmation from the Tribe to the Contractor, which will provide 30-calendar days for the Contractor to submit the necessary documents. The 30-calendar day period will begin on the date the email with delivery confirmation is received by the Contractor. The date the Tribe unilaterally signs the Final Contract Voucher Certification shall constitute the Completion Date and the final acceptance date (Section 1-05.12). The reservation by the Contracting Agency to unilaterally accept the Contract will apply to Contracts that are Physically Completed in accordance with Section 1-08.5, or for Contracts that are terminated in accordance with Section 1-08.10. Unilateral final acceptance of the Contract by the Contracting Agency does not in any way relieve the Contractor of their responsibility to comply with all Federal, State, tribal, or local laws, ordinances, and regulations that affect the Work under the Contract.

Payment to the Contractor of partial estimates, final estimates, and retained percentages shall be subject to controlling laws.

1-09.9(1) Retainage

This section is replaced entirely by the following:

A sum of five (5) percent of the monies earned by the Contractor will be retained from progress estimates. Such retainage shall be used as a trust fund for (1) the protection of the Contracting Agency with respect to the Contractor's obligations under this Agreement and (2) the payment of claims of any person arising under the Contract.

Monies retained under this agreement will be retained in a fund by the Contracting Agency.

Release of the retainage will be made 60 days following the Completion Date provided that the Contractor has satisfied its obligations including but not limited to those outlined under Sections 1-08.5 and 1-09.9.

1-09.11 Disputes and Claims

This section is deleted in its entirety.

1-09.13 Claims Resolution

This section is deleted in its entirety.

END OF DIVISION 1

Division 2 – Earthwork

Comply with Division 2 of the Standard Specifications modified as follows:

2-01 Clearing, Grubbing, and Roadside Cleanup

2-01.1 Description – In the paragraph that begins “The Contractor shall clear, grub, and clean up those areas...” add the following to the end of the paragraph:

The Contractor shall salvage and stockpile or distribute the material as follows:

- a. All routes and perimeter (extents) of proposed clearing, grubbing, staging, stockpiling or equivalent areas shall be walked, flagged, and approved by Owner prior to any disturbance. Clearing and Grubbing will only be necessary where access is impacted by downed trees or restricted by existing vegetation.
- b. All existing trees and other vegetation, except where otherwise shown in the Plans or designated by the Owner, shall be saved and protected through the life of the Contract. The Contractor shall provide visual barriers around large trees close to operations, or as designated by the Owner, to protect damage to existing trees.
- c. Clearing and Grubbing shall tip over trees designated to be removed by the Owner. All salvaged trees and slash shall be incorporated into large woody structures, or used for decommissioning access routes, staging/stockpiling or equivalent areas at no additional cost. Stockpile salvaged trees and slash generated within the Limits of Disturbance identified on the Plans. Excess soil shall be removed from the rootwad by shaking the tree and bole so the rootwad complexity is not damaged and rootwad shall remain attached to bole/stem.
- d. Decompact stockpile/staging areas and all temporary access road/routes by scarifying, applying salvaged slash, erosion controls and seed.
- e. Clearing and Grubbing vegetation and Roadside Cleanup will be incidental to “Temporary Access” in Division 8-26.

2-01.3(1) Clearing – Replace this sentence “Fell trees only within the area to be cleared” with the following:

Contractor shall tip Owner-designated trees (with rootwads intact) within areas to be cleared. Except for areas designated by the Contract Documents, the Contractor shall not injure, or destroy trees and vegetation, nor remove, cut, or disturb them, to be cleared or without approval of the Owner. Any damage caused by the Contractor’s equipment or operations shall be restored as nearly as possible to its original condition at the Contractor’s expense and is incidental to other bid items .

2-01.3(2) Grubbing – Add the following to the list “Grub all areas”:

Grubbing is necessary at access roads, staging and stockpile areas and where shown on the Plans, and any/all grubbing is incidental to other bid items.

2-01.4 Measurement – Add the following to the end of this subsection:

There is no specific unit of measure. Clearing and Grubbing is incidental to “Temporary Access”.

2-01.5 Payment – add the following to the end of this subsection:

There is no separate payment to be made for Clearing and Grubbing vegetation and Roadside Cleanup, as it is incidental to “Temporary Access”.

2-02 Removal of Structures and Obstructions

2-02.1 Description – Add the following to the end of this subsection:

The Work described in this section includes removal of the following items: (1) existing suspension footbridge and abutments, (2) existing reinforced concrete, H pile, and sheetpile gate structure and appurtenances, (3) sheet pile and piles, (4) and an existing pipe to be cut with remaining ends filled, crushed and abandoned in place as directed. Includes all associated materials and appurtenances associated with said structures. Before backfilling, CIT PM/Engineer shall visually inspect and photo document removal of all concrete, abutments, piling and associated man-made materials that are estimated to be 200 CY (in place). The Work shall include all excavation and stockpiling necessary to remove existing structures identified in the Plans, as well as the backfilling of trenches, holes, or pits that result from such removal. Haul and disposal of removed structures will be measured and paid for separately. The Contractor shall take all necessary precautions to prevent damage to adjacent infrastructure, utilities, and environmentally sensitive areas during structure removal Work. Any damage caused by the Contractor’s operations shall be repaired at no additional cost to the Contracting Agency.

2-02.3(2) Removal of Bridges, Box Culverts, and Other Drainage Structures – Replace the second paragraph with the following:

The Bid Item “Removal of Existing Structures” includes the following:

1. Removing the existing suspension footbridge and reinforced concrete bridge abutments in their entirety, including all man-made materials such as concrete, sheetpile, rebar, cable, and steel.
2. Removing the existing reinforced concrete intake structure in its entirety, including the existing sheet pile, H pile, and reinforced concrete. Removal shall include all concrete, reinforcing steel, sheet pile, and any associated man-made materials.
3. Removing the existing sheet pile weir and pile cap in their entirety.
4. Locating the existing pipe from intake structure and cutting the existing pipe within existing side channel streambank and removing the existing pipe from the bottom of side channel at location established by the Owner/Engineer.
5. Abandoning remaining pipe ends by plugging the cut end with native materials and then crushing or otherwise sealing as directed. The plug of native materials, or equivalents as

directed by Engineer, shall completely fill and seal the pipe opening to prevent future flow.

6. All excavation to remove the existing structures regardless of the nature or type of the materials encountered.
7. Backfilling any holes, trenches, or pits as a result from structure removal as well as restoring and reshaping streambanks to match adjacent conditions or to revised final grades established by the Engineer. Excess excavated material from placing Large Woody Material meeting requirements established by the Engineer, may be repurposed as backfill for depressions, holes, pits, or trenches as a result of structure removal. All Work required for backfilling holes, trenches, or pits as a result of structure removal will be considered incidental, and no separate measurement or payment will be made.
8. All labor, equipment, materials, and incidentals necessary to complete existing structure removals, including compliance with applicable regulations and environmental requirements.
9. Stockpiling removed structures will be considered incidental, and no separate measurement or payment shall be made.
10. Existing boulders meeting requirements of Division 9-03.11(5) encountered during structure removal, or as directed by Engineer, shall be salvaged and stockpiled for reuse. Stockpiling, handling, and temporary storage of salvaged boulders shall be considered incidental to the structure removal Bid Item. Retrieving, transporting, handling, and placing salvaged boulders shall be measured and paid for under the Bid Item "Salvaged Boulders" in Division 8-30.
11. Excavation for structure removal includes removal of non-native structural fill, such as bearing material beneath footbridge abutments, encountered within the limits of structure removal. Non-native material that does not meet the requirements for Streambed Material in Division 9-03.11, or that is otherwise deemed unsuitable by the Engineer/Owner to remain in the channel, shall be removed and replaced with streambed material meeting the requirements of Division 9-03.11 or as established by the Engineer/Owner.
12. Before backfilling, CIT PM/Engineer shall visually inspect and photo document removal of all concrete, piling and associated man-made materials.

Haul and Disposal

Haul and disposal of removed structures and obstructions, as well as potential associated non-native material, will be measured and paid for separately under the Bid Item, "Haul and Disposal of Removed Structures and Obstructions". All removed materials shall be legally recycled or disposed of offsite at approved facilities unless otherwise directed by Engineer.

2-02.5 Measurement – Add the following:

"Removal of Existing Structures" including all required materials, equipment, operations, removal, excavation, fill, and stockpiling will be measured by lump sum. Temporarily staging structures/materials at designated staging locations or direct hauloff are acceptable. Timing of hauloff is as per contract schedule unless otherwise approved in writing by CIT PM/Engineer."

“Haul and Disposal of Removed Structures and Obstructions” includes all required materials, equipment, operations, labor, required to haul and dispose of removed structures and obstructions offsite at approved facilities and will be measured by lump sum. The Contractor shall provide Owner receipts/load tickets from approved facility/facilities for concrete (including rebar/reinforcement) prior to Owner payment for bid item.

2-02.5 Payment – Add the following:

Payment shall be considered full compensation for all equipment, labor, tools, materials, stockpiling, and incidentals necessary to complete the Work as specified.

Payment shall be made for the following Bid Item(s):

“Removal of Existing Structures”, lump sum.

“Haul and Disposal of Removed Structures and Obstructions”, lump sum.

Payment for the Bid Item “Haul and Disposal of Removed Structures and Obstructions” will be made only upon submission of disposal receipts or load tickets from approved facilities to the Owner.

Division 3 – Aggregate Production and Acceptance

Comply with Division 3 of the Standard Specifications.

Division 6 – Structures

Comply with Division 6 of the Standard Specifications and modified as follows:

6-05 Piling

6-05.2 Materials – Replace with the following:

Piling shall be cut from a trunk of a Douglas-fir tree species with the length of 20 FT, minimum and trunk diameter at breast height (DBH) of 14 IN, minimum (measured from cut end to cut end). The small cut end of the log shall be no more than 2-inches narrower than the specified DBH.

6-05.3 Construction Requirements – Add the following:

Piles shall be installed to the depths and locations shown in the Plans or to revised depths and locations established by the Engineer to address field conditions and achieve design intent.

Driving piles with a hammer shall not be allowed as it can stun or kill ESA listed species known to be present at the site. Vibratory hammer (Movax side grip vibratory pile driver or equivalents) allowed.

If bedrock is encountered prior to achieving the required piling embedment depth, the Contractor shall notify the Engineer/Owner immediately. Excavate top layer until rock hardness refusal, then place pile and backfill. Additional piling, boulders, logs or connections may be added based on Engineer direction.

6-05.3(10) Test Piles – Replace the third and fourth paragraphs with the following:

Pile testing may be required depending on embedment achieved or as requested by Engineer to achieve design intent. Notify the Engineer at least one week prior to installing piles so that the Engineer can be present to record embedment depth and pullout resistance values. Timber test piles shall become permanent piles when placed at a location shown on the Plans and meet pull out resistance requirements established by the Engineer. Pull out resistance shall be recorded by the Engineer at each depth specified on the plans. All Work associated with pile testing shall be incidental to the pile installation Bid Item, and no separate payment will be made.

6-05.3(13) Treatment of Timber Pile Heads – Delete this subsection.

6-05.5 Measurement – Delete this subsection, except for the number and title, and replace with the following:

“Timber Piling” will be measured per each.

No separate measurement will be made for driving piles. Pile installation, including potential pile testing, will be incidental to “Timber Piling”.

6-05.5 Payment – Delete this subsection, except for the number and title, and replace with the following:

Payment shall be considered full compensation for all equipment, labor, tools, materials, potential testing, and incidentals necessary to complete the Work as specified. No separate payment will be made for pile installation methods or equipment, as they are considered incidental to the Timber Piling Bid Item.

Payment will be made for the following Bid Item(s):

“Timber Piling”, per each.

“Timber Piling” shall be full pay for furnishing and installing the pile to the pull-out resistance defined in the Plans or as established by the Engineer.

Division 8 – Miscellaneous Construction

Comply with Division 8 of the Standard Specifications and modified as follows:

8-01 Erosion Control and Water Pollution Control

8-01.1 Description – Add the following:

The Contractor shall be aware that the project site is prone to flooding and is responsible to monitor incoming weather and flow levels to protect equipment and the site accordingly.

8-01.3(1) General – Add the following to the end of list “Work, at a minimum, shall include the implementation of”:

1. The Contractor shall collect all turbid surface waters prior discharge to clear surface water and pump turbid surface water to upland locations for infiltration or other means of complying with turbidity requirements. This includes, but is not limited to, any wash water used to wash fine sediments in the voids of rock and all turbid water from work area isolation.
2. The Contractor shall provide temporary bridges or engineer approved equivalents for stream crossings, as shown in Plans, in the case that access is required when surface water diversion is not operating. Temporary stream crossings will be measured and paid in accordance with Division 8-31 of the Special Provisions.
3. Contractor shall be solely responsible, at own expense, for providing and maintaining all necessary erosion and turbidity controls to comply with applicable erosion control regulations, project permits, and to maintain clean access routes.

8-01.3(1)C6 Environmentally Acceptable Hydraulic Fluid – Add the following:

All equipment being used below the ordinary high-water mark shall utilize biodegradable hydraulic fluid. Contractor shall provide proof/certificate confirming biodegradable hydraulic fluid. This requirement is incidental to other bid items.

8-01.4 Measurement – Add the following:

“Erosion Control and Water Pollution Prevention,” measured as a lump sum.

This lump sum measurement includes all required materials, incidentals, equipment, fluids, operations, removal, water treatment, turbidity controls and dewatering required to complete the Work as specified.

8-01.5 Payment – Replace with the following:

Payment shall be considered full compensation for all equipment, labor, tools, materials, and incidentals necessary to complete this work as specified.

Payment will be made for the following Bid Item(s):

“Erosion Control and Water Pollution Prevention,” will be paid by lump sum.

8-02 Roadside Restoration

– Add the following:

Replace “roadside restoration” with “project site restoration” throughout Division 8-02.

8-02.3(9)B Seeding and Fertilizing – Replace the first sentence with the following:

The Contractor shall prepare the seeding area in accordance with Division 8-02.3(5)A and apply seed at the rate and mix specified in the Plans.

Planting area preparation and installation of woody vegetation shall be performed in accordance with Division 8-02.3(8) and the Plans.

Staging area(s), temporary access routes, and all other areas temporarily disturbed by the contractor shall be seeded and mulched immediately following completion of construction or disturbance within each specific area.

8-02.4 Measurement – Add the following:

“Seeding,” will be measured per acre.

“Revegetation with Native Bare Root Stock,” will be measured as a lump sum.

8-02.5 Payment – Replace with the following:

Payment shall be considered full compensation for all equipment, labor, tools, materials, and incidentals necessary to complete this work as specified.

Payment will be made for the following Bid Item(s):

“Seeding,” will be paid per acre.

“Revegetation with Native Bare Root Stock,” will be paid as a lump sum.

8-26 Placement, Maintenance and Removal of Temporary Access

– Replace this section title.

8-26.1 Description – Add this subsection number and title, and add the following:

Temporary Access – This item consists of placement, maintenance and removal of temporary access roads and staging and stockpile areas within the project site shown on the Plans. Access to the project site along Shannon Road, and any temporary improvements to facilitate contractor access and project construction is incidental to other bid items (e.g., Temporary Access 8-26).

1. Temporary access roads shall assist construction operations and avoid or minimize damage to adjacent natural resources, and water, and air pollution.
2. Temporary site access shall be along alignments shown in the plans. Minor deviations to the alignments may occur to preserve sensitive areas or trees, or other features identified in the field. Any deviations from the alignments shown in the Plans shall be subject to prior approval by the Owner.
3. Clearing and Grubbing vegetation shall be done in accordance with Division 2-01 and shall be considered incidental to “Temporary Access”.
4. The Contractor shall be responsible for installation, maintenance and performance and removal and restoration of all access roads and routes.
5. The placement of access roads and staging and stockpile areas shall minimize disturbance to the existing vegetation, especially trees. Only trees and shrubs in direct conflict with the approved construction access road alignment shall be removed. Removed vegetation shall be incorporated into log structures at no additional cost.
6. The Contractor shall coordinate erosion control, dewatering, fish salvage support, and access construction activities to maintain compliance with permits and Contract requirements
7. The Contractor shall provide materials used for construction access.
8. Excavation cut and fill for temporary access roads and staging and stockpile areas is incidental to Temporary Access. Any and all other access potentially needed by Contractor (if approved by Owner) shall be considered incidental.
9. Following the conclusion of project construction and upon approval of the Owner, temporary access roads, staging and stockpile areas, and materials shall be removed, and the areas impacted by these operations shall be restored.
10. Site access routes shall be maintained and restored to original or better condition, including returning to pre-construction contours, decompaction, and installation of erosion controls. Salvaged slash and other erosion control materials shall be used.

Temporary Stream Crossing – This Work consists of furnishing, assembling, installing, maintaining, and removing temporary crossings to provide construction access across active or dewatered channels, as shown in the Plans.

1. Contractor shall include temporary stream crossings shown on the Plans. Other stream crossings and access alignments shown on the Plans are to be implemented following fish rescue, Temporary Stream Diversion, and dewatering of the channel in coordination with CIT PM/Engineer.

2. This Work includes all materials, anchoring components, labor, maintenance during use, and complete removal and site restoration following completion of access needs.
3. Alternate temporary crossing approaches and configurations to the Temporary Modular Bridge shown in the Plan may be allowed subject to CIT PM/Engineer approval.
4. Temporary Stream Crossings are intended for construction access only and shall be removed upon completion of the Work unless otherwise shown in the Plans.

8-26.2 Measurement – Add this subsection number and title, and add the following:

Measurement will be made for the following Bid Item(s):

“Temporary Access”, lump sum

“Temporary Stream Crossing”, lump sum.

Any changes to alignments shown on the Plans, or additional access roads or staging and stockpile areas shall be approved by the Owner in writing prior to use and shall be considered incidental to Temporary Access.

8-26.3 Payment – Add this subsection number and title, and add the following:

Payment shall be considered full compensation for all equipment, labor, tools, materials, and incidentals necessary to complete this work as specified.

Payment will be made for the following Bid Items when included in the Proposal:

“Temporary Access”, lump sum.

“Temporary Stream Crossing”, lump sum.

Clearing and Grubbing vegetation, whether intended for reuse, is considered incidental to Temporary Access.

Any and all other access potentially needed (if approved by Owner and property owner) shall be considered incidental to Temporary Access.

Payment shall be full compensation for furnishing all labor, equipment, materials, modules, anchoring systems, installation, maintenance, removal, and restoration associated with the Temporary Stream Crossing.

8-27 Woody Material

– Replace this section title.

8-27.1 Description – Add this subsection number and title, and add the following:

This Work consists of furnishing and installing Woody Material where designated in the Plans or in locations established by the Engineer to achieve design intent. This shall include adjustments to the large woody material placement based on field conditions, with final placement locations established by the Engineer to achieve the design intent.

Engineered large wood structure installations require heavy equipment operators experienced in stream restoration and log/boulder placement. Given the fit-in-the-field nature of stream and habitat restoration, Equipment Operators who repeatedly fail to follow the Owner/Engineer's written or oral orders, directions, instructions, determinations, or fails to display competency at said tasks, shall be subject to removal from the specified tasks. Upon the written request of the Owner/Engineer, the Contractor shall immediately remove such Equipment Operators and name a qualified replacement in writing.

8-27.2 Materials – Add this subsection number and title, and add the following:

Woody Material

Woody Material shall be a log with or without rootwads, of the diameter and length specified in the Plans and shall meet the following requirements:

1. Large Woody Material – Log With Rootwad – A trunk of a Douglas-fir with length of 40 FT stem length minimum (plus full rootwad) and trunk diameter at breast height (DBH) of 18-24 IN (measured from the cut end of the log to the start of the rootwad mass). DBH measured 4.5-feet from the start of the rootwad mass. Total length of Log With Rootwad to be at least 45 feet. The rootwad diameter shall be a minimum of 3 times the DBH with roots intact. Woody Material shall be free of soil and rocks, rot and disease, and shall be structurally sound. Cleaning shall not strip logs of bark and roots.
2. Large Woody Material – Log Without Rootwad – A trunk of a Douglas-fir with the length of 40 FT, minimum and trunk diameter at breast height (DBH) of 18 IN, minimum (measured from cut end to cut end). The cut end of the log shall be no more than 4-inches narrower than the specified DBH.
- 3.
4. The acceptable tolerance of the length of the Woody Material is +/- 6 inches.
5. Refer to Division 6-05 of the Special Provisions for Timber Pilings.

Tree/Slash Salvage

Supplemental Woody Material may be available from trees removed by excavation or clearing and grubbing limits as shown in the Plans. Components of the removed trees which meet the criteria for the specified Woody Material may be used to supplement the Woody Material and will be accepted by a visual inspection by the Engineer. Removed vegetation shall be incorporated into log structures at no additional cost and is incidental to Temporary Access or other bid items. Vegetation larger than 12" diameter and 15' length shall be used as structural elements and smaller material shall be used as slash.

Threaded Rod

1. Threaded Rod- This Work consists of furnishing and installing connection materials, including threaded rods, nuts, and washers used to connect large woody material as shown on the Plans. The Contractor shall furnish and install the following:
 - a. Threaded rod shall be 1-inch diameter, non-galvanized, and meet the requirements of ASTM A193 B7.
 - b. Washers in contact with wood shall be compatible with specified threaded rod, 1" inside diameter and 3", minimum, outside diameter with ¼", minimum thickness made of hardened steel, and meet the requirements of ASTM F436 Type 1.
 - c. Nuts shall be compatible with specified threaded rod, non-galvanized, and meet the requirements of ASTM A193 B7.

8-27.5 Installation – Add this subsection number and title, and add the following:

Large Wood Structures:

1. Prior to beginning Woody Material Work, the Contractor must meet the requirements in Division 8-30.3(1)A.
2. Prior to reintroducing flows to the new channel or removal of the temporary diversion, Contractor must meet the requirements in Division 8-30.3(1)B.
3. The Apex Large Wood Structure identified in the Plans shall be constructed from large woody material, pilings, slash, boulders and threaded rod. The Contractor shall install large woody material at the location and elevation shown in the Plans or at locations designated by the Engineer.
4. Place salvaged slash beneath large wood to pin slash down in place, or place upstream of large wood following backfill at direction of Owner/Engineer. Placement of salvaged slash is incidental to the Bid Item under which the slash was generated or retrieved, such as Temporary Access, and no separate payment will be made.
5. No separate measurement or payment will be made for earthwork required to place Large Woody Material or for reuse and/or stockpile of excess excavated material. Excavation and fill, including any handling, stockpiling, or disposal of excavated material, associated with Large Woody Material installation are considered incidental to the

applicable Large Woody Material Bid Items. Excess excavated material meeting requirements established by the Engineer, may be repurposed as backfill for holes, pits, or trenches as a result of structure removal. Any excess excavated (native) material not intended for reuse shall be stockpiled at locations established by the Owner/Engineer.

6. Location, alignment, and elevation of logs and logs with root wads are subject to adjustments based on field conditions and material size.
7. Any excess native material shall be stockpiled neatly in an approved location of the stockpile and staging area or incorporated into the project at the direction of the CIT PM/Engineer.
8. Contractor shall confirm any cutting of Large Wood with Engineer or Owner prior to making cuts and such cuts shall be considered incidental to Large Wood Structures Installation.
9. The Contractor shall exercise care when placing Woody Material to ensure that the method of installation minimizes disturbance of waterways and prevents sediment or pollution discharge into water.
10. The Contractor shall exercise care when installing and transporting the Woody Material to avoid damage. Rootwads shall remain intact during delivery and installation.
11. Acceptance of Woody Material will be based upon inspection by the Engineer, prior to placement.
12. The Contractor shall shape, trim, and finish grade to allow for placement of large wood, boulders, and streambed gravels as necessary, to construct channel work.
13. Fastening with Threaded Rod:
 - a. Large Wood shall be fastened with threaded rod and/or chain as shown on the Plans. Contractor shall assume and anticipate fit in the field adjustments to large wood and anchor location, orientation and placement.
 - b. Holes drilled through large wood shall be 1 1/8-inch diameter through multiple wood pieces within the middle third of wood diameters.
 - c. Place threaded rod through multiple pieces of wood and fix washers and nuts to each end of Threaded Rod.
 - d. Nuts shall be tightened until wood (excluding bark) begins to crush beneath washers.

8-27.4 Measurement – Add this subsection number and title, and add the following:

“Woody Material –Log with Rootwad” will be measured per each.

“Woody Material –Log without Rootwad” will be measured per each.

“Threaded Rod”, measured per each.

8-27.5 Payment – Add this subsection number and title, and add the following:

Payment shall be considered full compensation for all equipment, labor, tools, materials, and incidentals necessary to complete this work as specified.

Payment will be made for each of the following Bid Item(s):

“Woody Material –Log With Rootwad” will be paid per each.

“Woody Material –Log Without Rootwad” will be paid per each.

“Threaded Rod”, paid per each.

Any excavation/fill associated with installing woody material is incidental to “Woody Material – Log without Rootwad” and “Woody Material – Log with Rootwad”.

Localized dewatering during installation of large woody materials will be incidental, and paid according to Temporary Stream Diversion bid item (Division 8-31).

The Work for “Threaded Rod” includes all labor, materials, drilling, hardware, installation, and incidentals necessary to complete the Work as shown in the Plans.

“Timber Piling” will be measured and paid for under Division 6-05.

Adjustments to Woody Material locations based on field conditions is incidental.

Payment shall be considered full compensation for all equipment, labor, tools, and materials necessary to complete the Work as specified.

8-30 Streams, Rivers, Waterbodies

8-30.2 Materials – add the following to the list beginning with “Materials for Water Crossings shall meet the following requirements:”

Streambed Boulders, Type 3, or larger

9-03.11 (5)

8-30.5 Payment – add the following to the subsection:

Payment shall be considered full compensation for all equipment, labor, tools, materials, and incidentals necessary to complete this work as specified.

Payment will be made for the following Bid Item(s):

“Salvaged Boulders”, per each

The Bid Item “Salvaged Boulders” shall include all work necessary to retrieve boulders from project site, stockpile or designated storage area, transport, handle, and place the boulders at their final locations (including excavation/fill) as shown in the Plans or at additional locations designated by the Engineer. Handling and installation of boulders smaller than Type 3 and other materials, are incidental to other bid items.

8-31 Temporary Stream Diversion

8-31.3(1)A General TSD Requirements – Add the following to the end of this subsection:

Contractor responsible for any/all localized dewatering within isolated areas including, but not limited to, the Apex Large Wood Structure and associated treatment to water quality and permit requirements. Payment for any and all Temporary Stream Diversion(s) is Lump Sum.

Alternate cofferdam approaches and configurations may be allowed subject to CIT PM/Engineer approval.

8-31.3(1)B TSD Plan Implementation Meeting – Replace Number 2. Representing the Contracting Agency with the following:

Representing the Owner: The Engineer and Cowlitz Indian Tribe staff.

8-31.3(3) Fish Block Net Installation and Fish and Aquatic Species Exclusion – Add the following the end of this subsection:

Cowlitz Indian Tribe biologists will primarily be responsible for fish salvage. Contractor shall coordinate with and support Tribe’s fish salvage effort with two laborers and appropriately screened trash pumps as per permit requirements during dewatering/diversion and to draw down isolated pools during contractor’s isolation/diversion of West Fork Grays River (Refer to Bid Item).

“Temporary Stream Diversion” and “Temporary Stream Crossings” including all required materials, equipment, operations and removal will be paid in accordance with Division 8-31 of the Standards (Lump Sum).

Exhibit G

Project Permits and Placeholders

- **Washington Department of Fish & Wildlife – Hydraulic Project Approval (HPA).** Permit issuance from WDFW is anticipated in late April, prior to in-water work window.
- **Fish Habitat Enhancement Permit/Process (FHEP).** Awaiting Pacific County approval/confirmation that this project qualifies as fish habitat enhancement project. Anticipated late April.
- **Corps of Engineers Section 404/401 Permit.** Permit issuance from the Corps is anticipated in late April.
- **NOAA/NMFS ESA Compliance Letter and Compliance Requirements.** Authorization Letter/Permit is anticipated concurrent with the Corps permit in late April.

Exhibit H
Grant Agreements (Redacted)

Reserved for incorporation into the Contract Documents upon award and subsequent negotiations.

Exhibit I
Tribe's Q&A Responses / Addenda

Reserved for incorporation into the Contract Documents upon award.

Exhibit J
Selected Construction Contractor's Proposal and Bid Forms

Reserved for incorporation into the Contract Documents upon award.

Exhibit K
Selected Construction Contractor's Bonds

Reserved for incorporation into the Contract Documents upon award.