Cowlitz Indian Tribe

Natural Resources Department

THE SHIRE ECOSYSTEM RESTORATION PROJECT – CONSTRUCTION RFP

RFP/Bidding Documents

April 2026

THE SHIRE ECOSYSTEM RESTORATION PROJECT – CONSTRUCTION RFP

RFP/Bidding Documents

TABLE OF CONTENTS

Exhibit A – Request for Proposals (RFP)

Exhibit B – Contract/Agreement

Exhibit C – Bid Forms

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

Cowlitz Indian Tribe
Natural Resources Department

Request for Proposals ("RFP")

Exhibit A

The Shire Ecosystem Restoration Project – Construction RFP

RFP-1 Project Contacts

Technical Contacts: Katie Fielding – Restoration Ecologist/ PM
(kfielding@cowlitz.org) 360-608-5151 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. April 13 & 20, 2026
- **Mandatory Site Tour/Job Walk: April 23, 2026 – 10:00 am PST**
- Request for Clarification/Question Submittals by: April 30, 2026 – 6:00pm PST
- Response to Questions: est. May 6, 2026 – 6:00pm PST
- **Proposal/Bid Submission Deadline: May 13, 2026 – 2:00 pm PST**
- Selection Committee Review and Scoring: May 13 - 15, 2026
- **Award Selection/Contract Award: May 18, 2026 (tentative)**
- Fully Executed Contract: June 1, 2026 (tentative)
- Simplified Project Timeline (overview):
    - Contractor materials sourcing: June 2026
    - Contractor Pre-Con Meeting: June 2026
    - Contractor mobilizes and begins materials delivery: June - July, 2026
    - WDFW/HPA In-Water Work Window begins: July 16, 2026 (est. subject to HPA)
    - WDFW/HPA In-Water Work Window ends: September 30, 2026 (est. subject to HPA)
    - Contractor completes all In-Water Work by: September 30, 2026 (est. subject to HPA)
    - Contractor conducts site restoration and demobilizes by: October 31, 2026

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 (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) has secured grant funding through the Washington Recreation and Conservation Office (RCO) and Bonneville Power Administration (BPA) to procure materials and implement a fish passage barrier removal project on Yeon Springs, a small tributary to the Columbia River located on a University of Oregon property known as The Shire in Skamania County near Washougal, Washington. The proposed restoration project will include bedrock excavation and a culvert to bridge replacement addressing two fish passage barriers, supply and install materials for a constructed riffle through the barrier removal footprint and place engineered log structures throughout the project site. This project will correct two full fish passage barriers and restore access to 1 mile of critical cold-water habitat for salmon and steelhead seeking refuge from lethal Columbia River water temperatures in the summer as well as improve the quality of winter rearing habitat.

The Tribe is soliciting bids for contractors to implement the project, including supplying all project materials not limited to whole trees with rootwads attached, stick logs and streambed substrates. The proposed habitat restoration project includes both materials supply and construction as summarized below:

- Contractor to supply, deliver and install **236 pieces of Large Wood** to be used in engineered log jams (refer to detailed specifications in Exhibit E & F).
    - 57 Logs with Rootwad attached
        - Length: 20 & 40 feet
        - Diameter: 16" to 26" diameter at breast height
        - Rootwad fan size: greater than 4 feet
        - Species: Douglas-fir
    - 9 Logs without Rootwad
        - Length: 40 feet
        - Diameter: 16" to 26" diameter at breast height
        - Species: Douglas-fir
    - 170 Untreated Timber Pile
        - Length: 20 feet
        - DBH: 14" diameter at breast height, minimum
        - Species: Douglas-fir
- Contractor to supply, haul and install a minimum of **200 TON of Streambed Aggregate and 70 Type Two Boulders for Constructed Riffles** through the bedrock excavation and access road prism footprint consisting of a mix of the gravel, cobble, sand and additional boulders.

- Streambed Boulders, Type Two:
    - 70 EA
    - 18” to 28” boulders
    - Sub-angular or rounded
- Streambed sediment:
    - 120 TON
    - Rounded gravels per 9-03.11(1)
- Streambed Cobble
    - 40 TON
    - 6” Cobbles per 9-03.11(4)
    - Sub-angular or rounded
- Streambed Sand:
    - 40 TONS (additional quantity may be requested as needed)
    - Wash in sufficient volume of sand as required to completely seal voids so that creek flows remain on surface of new stream channel and do not sub-out as determined by Engineer/Tribe PM.
- Crushed surface top course
    - 18 TONS

- Excavation, including haul, of approximately **300 CY of Bedrock** from the mouth of Yeon Springs to nearby disposal site(s).
- Excavation, including haul, of approximately **215 CY of Native Soil** from the mouth of Yeon Springs and the road prism to nearby disposal site(s).
- Remove culvert structure and obstructions and legally dispose of offsite.
- Install owner provided flatrack bridge or provide and install engineer approved equivalent.
- Clearing/grubbing of designated areas and salvage of onsite trees/shrubs in disturbance areas for incorporation into site restoration activities.
- Install and maintain an approved temporary stream diversion system that bypasses all existing/expected creek flows for duration of construction window around the barrier removal locations. This is anticipated to at a minimum to include multiple cofferdams, temporary culvert(s) and bypass pump(s) and hoses for clean stream water bypass around the work area to maintain permit compliance.
- Establish and maintain a system for containment, discharge and treatment of turbid construction water to maintain permit compliance. Containment/cofferdam system to contain all turbid water from construction, turbid water being recycled to wash in sands/fines into streambed mixtures, and allow for surplus construction water to be pumped to biobag, geotube, or suitable treatment/infiltration system and area as approved by Engineer/Tribe PM.
- Establish and maintain temporary access routes, staging areas, disturbance limits, and erosion controls as required to maintain permit compliance for the duration of the project. This includes installation and removal of temporary water crossings (bridges or approved equals suitable for construction equipment).
- Fully decommission and appropriately stabilize mulch and seed all temporary access routes prior to demobe. Leave all permanent access roads in equal or better condition at project completion.
- An allowance may be added for invasive plant control measures and site restoration planting including herbicide application before construction, live stake cutting install, bare root planting and erosion control seed mix, upland seed mix, and riparian seed mix applications.

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

- Specialized equipment including log loaders/shovels, large excavators, skidders and associated attachments, amphibious excavators, and haul trucks/tracked dumps 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 secure with log piles.
- 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), Skamania County National Scenic Act (NSA) Compliance Permit, Bonneville Power Administration (BPA) Habitat Improvement Program (HIP) Handbook 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 at The Shire (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 Yeon Springs project area);

- Shall provide excavators/log loaders/dozers 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 site restoration measures as per plans, specifications and as directed by Tribe Project Manager, Project 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 a 75-acre work of landscape design owned by the University of Oregon, 12 miles East of Washougal in Skamania County, Washington. To access The Shire from Washougal, follow Highway 14 for 11.5 miles past the 32nd Street round about and turn right into a gated driveway across from the County Public Works yard. The property is gated and requires crossing BNSF rail lines to access the work area. Approximate Project Coordinates are Lat 45.59047907°, Long -122.13416031°.

The selected construction contractor must comply with all conditions in the access agreement with University of Oregon. Do not attempt to access this privately-owned property unless permission is granted by Tribe/ University of Oregon. The project area is behind locked gates and on private property. Tribe and Landowners assume no responsibility for damage to equipment. Project vicinity map provided below.

WASHINGTON STATE Recreation and Conservation Office

Project APE Maps Report

PROJECT: 21-1107 Restoration, The Shire - Ecosystem Restoration
Sponsor: Cowlitz Indian Tribe Program: Salmon Federal Projects

WORKSITE #1: The Shire

Properties: University of Oregon
Address: 45.591082, -122.133488

City: n/a
County: Skamania

TRS: 01, 05E, 12
Lat/Long: 45.59047907, -122.13416031

RFP-6 Project Timeline - Overview

The Tribe anticipates the selected construction contractor may deliver Large Wood and Streambed Aggregate material any time prior to the in-water work window. 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 16 – September 30. Contractor mobilization for construction is anticipated during late June or as necessary to complete the project before the end of the in-water work window. Contractor cleanup, site restoration, soil stabilization and erosion controls, and demobe is expected by October 31, 2025, unless additional services are requested by Tribe's Project Manager.

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 $250,000 in the last 7 years.
F. Experience implementing complex habitat restoration-related projects requiring extensive isolation, dewatering, diversion, and turbidity controls.

G. Experience implementing complex 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 Yeon Spring or adjacent to the Site.

Work at the Site by Others

A. The Tribe, Engineer, Landowners (University of Oregon), WDFW, Cascade Environmental Services (Permitting Support), or others (such as revegetation and planting contractors) may be onsite or in the vicinity working on other projects while the contractor is constructing The Shire Ecosystem Restoration 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 Skamania County Public Works Yard (45.595228, -122.133387). We will meet then drive into the job site together as a group.

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, ponded and wet areas, and potentially walking/crossing Yeon Springs. 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 <u>the day prior</u> to the meeting. We will respond via email with the mandatory pre-bid group meeting location/map and additional details.

Technical Contacts: Katie Fielding– Restoration Ecologist/PM (kfielding@cowlitz.org)
360-608-5151 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 and the University of Oregon. 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.

<u>Bid Signatures</u>

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:

Katie Fielding – 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:

Katie Fielding – 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**:

- **kfielding@cowlitz.org**
- **pbarber@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 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 complex 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 large-scale 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. 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 other parties 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 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
Adress
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 is not 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: Katie Fielding, Restoration Ecologist
Phone: 360-608-5151
Email: kfielding@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)
- Ecosystem Restoration Services, dba Parr Excellence, 302 W. Steuben Street, #6, Bingen, WA 98605
- University of Oregon, 6251 University of Oregon, Eugene Oregon 97403
- BNSF, 2650 Lou Menk Dr, Fort Worth, Texas 76131

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, "Indemnitee" includes, respectively, the Tribe; Ecosystem Restoration Services, dba Parr Excellence; Cascade Environmental Group, LLC; University of Oregon, BNSF. Contractor agrees to, at its sole expense, hold harmless, indemnify, and, at Indemnitee's sole discretion, defend the Indemnitee 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 Indemnitee, 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. 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.

28.3. 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.

28.4. 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).

28.5. 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.

28.6. 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.

28.7. 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

The Shire – Ecosystem Restoration Project
Construction RFP

BID FORMS

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

B-1 *PROJECT DESCRIPTION*

The Cowlitz Indian Tribe (Tribe) has secured grant funding through the Washington Recreation and Conservation Office (RCO) and Bonneville Power Administration (BPA) to procure materials and implement a fish passage barrier removal project on Yeon Creek, a tributary to the Columbia River located in Skamania County near , Washington. The proposed restoration project will include the removal of a bedrock know and culvert, supply and install materials for a constructed riffle through the barrier removal footprint, install a flatrack bridge and place engineered log structures throughout the project site.

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

Katie Fielding – 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:

- kfielding@cowlitz.org
- pbarber@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 – August, 2026**
Contractor Mobilization for Construction (est):	**June 2026**
In-Water Work Window begins as per WDFW HPA:	**July 16, 2026***
Contractor Completes all In-Water Work per WDFW HPA by:	**September 30, 2026***
Contractor Completes Site Restoration, Erosion Controls and Soil Stabilization by:	**October 15, 2026**
Contractor Completes Cleanup and Demobe by:	**October 30, 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.

Title	Name	Contact Information
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.

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, other otherwise taken any action in restrain 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:

The Shire - Ecosystem Restoration Project
Construction RFP Bid Form - Bid Sheet

Cowlitz Indian Tribe
Natural Resources Department
1055 9th Ave Longview, WA 98632

No.	WSDOT 2024	Description	Unit	Estimated Quantity	Unit Cost	Cost
1	1-09	Mobilization	LS	1		
2	8-01	TESC, SPCC Plan and Implementation	LS	1		
3	8-31	Temporary Stream Diversion	LS	1		
4	8-26	Temporary Access	LS	1		
5	1-09.6	Temporary Access & Erosion Control – Force Account				$10,000
6	2-02	Removal of Structures and Obstructions	LS	1		
7	2-03	Rock Excavation at Yeon Creek Outlet	CY	300		
8	2-09	Structure Excavation, Class A, Incl. Haul	CY	215		
9	6-03	Provide and Install Bridge Superstructure	LS	1		
10	6-02	Provide and Install Bridge Substructure	LS	1		
11	8-27	Woody Material - Logs without Rootwad, 40-feet length	EA	9		
12	8-27	Woody Material - Log with Rootwad, 20-feet length	EA	11		
13	8-27	Woody Material - Log with Rootwad, 40-feet length	EA	46		
14	6-05	Timber Piling	EA	170		
15	4-04	Crushed Surfacing Top Course	TON	10		
16	9-03	Streambed Sediment	TON	120		
17	9-03	Streambed Cobble 6 IN.	TON	40		
18	9-03	Streambed Sand	TON	40		
19	9-03	Streambed Boulders, Type Two	EA	70		
20	1-09.6	Streambed Material – Force Account				$5,000
21	8-02	Seeding and Mulching	AC	5		
Allowance Items						
22	8-02	Mowing & Herbicide Application	AC	5		
23	8-02	Plant Selection, Red-Osier Dogwood, Live Stake	EA	2,320		
24	8-02	Plant Selection, Multnomah Columbia River Willow, Live Stake	EA	2,320		
25	8-02	Plant Selection, Rogue Arroyo Willow, Live Stake	EA	2,320		
26	8-02	Plant Selection, Placer Erect Willow, Live Stake	EA	2,320		

Construction Subtotal	
7.7% Sales Tax	

Signature & Date

TOTAL	

The Shire - Ecosystem Restoration Project
Construction RFP Bid Form - Price Sheet

(Ground Based Heavy Equipment/Operator Hourly Rates)
Cowlitz Indian Tribe - Natural Resources Department
1055 9th Ave Longview, WA 98632

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 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: _____ Date: _____

The Shire - Ecosystem Restoration Project
Construction RFP Bid Form - Price Sheet

(Ground Based Heavy Equipment/Operator Hourly Rates)
Cowlitz Indian Tribe - Natural Resources Department
1055 9th Ave Longview, WA 98632

Items	Item Description	Equipment (Specify Make/Model/Approx. Hours)	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 (~24 st/~32 h) with qualified driver		N/A	N/A	Hourly	$
8	CAD/Conveyor Truck (20-22 CY) w/ qualified driver		N/A	N/A	Hourly	$
9	Lowboy with qualified driver		N/A	N/A	Hourly	$
10	Lowboy with jeep with qualified driver		N/A	N/A	Hourly	$
	RTV/UTV w/ operator					
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)		N/A	N/A	Hourly	$
2	Sawyer (incl. saw/consumables/incidentals/etc.)		N/A	N/A	Hourly	$
3	Faller (incl. saw/consumables/incidentals/etc.)		N/A	N/A	Hourly	$
5	Project Manager		N/A	N/A	Hourly	$
6	Superintendent		N/A	N/A	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 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: _____ 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

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

CC: Cowlitz Indian Tribe

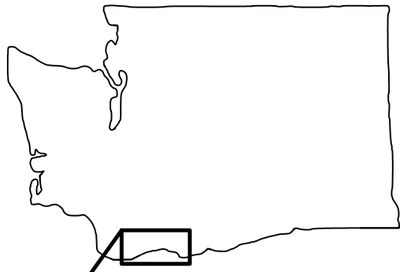
Exhibit E

Final Project Plans

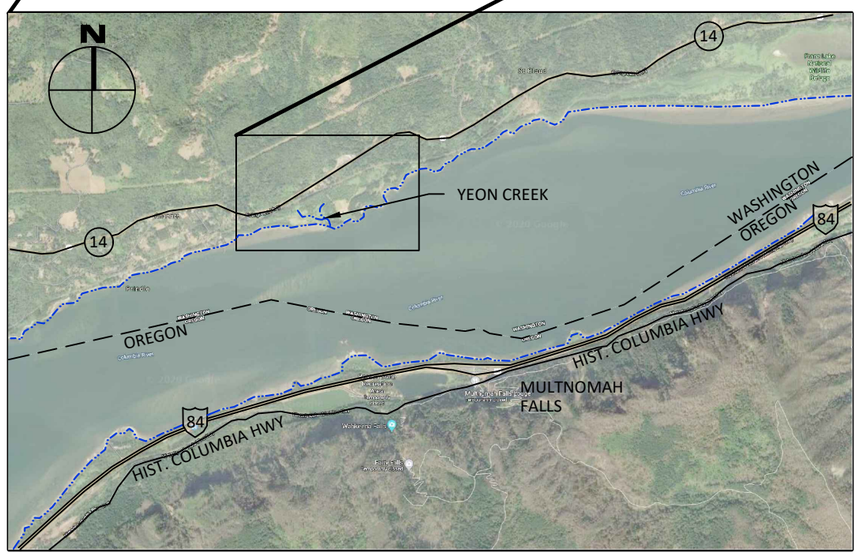
THE SHIRE ENHANCEMENT

SKAMANIA COUNTY, WASHINGTON

DECEMBER 2025

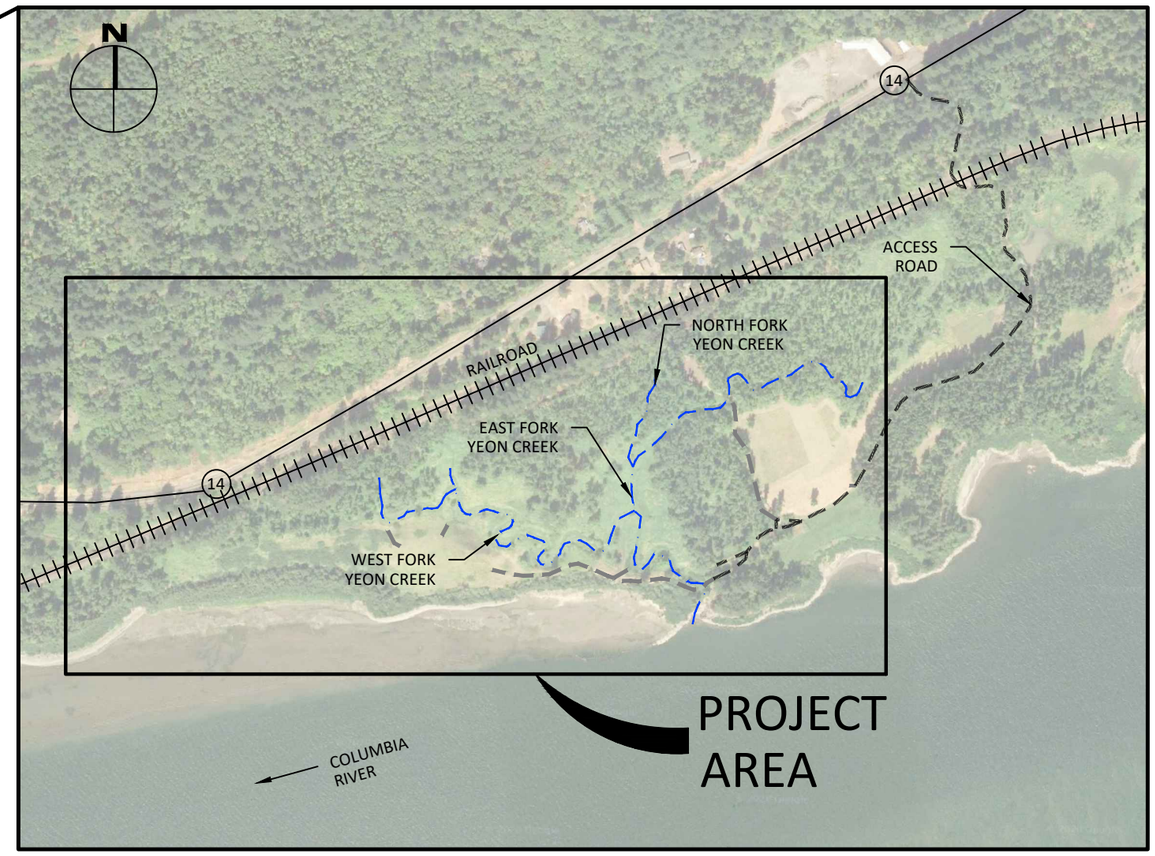


STATE OF WASHINGTON



VICINITY MAP

NOT TO SCALE



SITE MAP

NOT TO SCALE

LOCATION

SKAMANIA COUNTY, WASHINGTON
LAT: N45°35'26.61"
LONG: W122°08'10.01"
SECTION: SECTION 12, T1N R5E
WATER BODY: YEON CREEK
TRIBUTARY: COLUMBIA RIVER

.\Reference\Powers PE Stamp Signed 2014 2 Cropped.jpg

SHEET INDEX

1 - COVER, PROJECT LOCATION, AND SHEET INDEX
2 - GENERAL NOTES
3 - HIP GENERAL CONSERV. MEASURES
4 - HIP GENERAL CONSERV. MEASURES CONT'D
5 - HIP GENERAL CONSERV. MEASURES CONT'D, ABBREVIATIONS & QUANTITIES
6 - SITE MAP - EXISTING CONDITIONS
7 - SITE MAP - ACCESS, STAGING, AND SEQUENCING
8 - SITE MAP - DIVERSION PLAN
9 - DIVERSION PLAN - YEON CREEK OUTLET
10 - DIVERSION PLAN - BRIDGE CROSSING
11 - TYPICAL DETAILS - DIVERSION AND TEMPORARY PIPE CROSSING
12 - TYPICAL DETAILS - BULK BAG COFFERDAM
13 - TYPICAL DETAILS - SILT FENCE AND TEMPORARY MODULAR BRIDGE
14 - SITE MAP - PROPOSED CONDITIONS
15 - PLAN AND PROFILE - BEDROCK SUBGRADE
16 - GRADING CROSS-SECTIONS - YEON CREEK OUTLET BEDROCK REMOVAL
17 - PLAN AND PROFILE VIEW - YEON CREEK OUTLET
18 - GRADING CROSS-SECTIONS - YEON CREEK OUTLET
19 - GRADING CROSS-SECTIONS - YEON CREEK OUTLET
20 - CONSTRUCTION SEQUENCE - YEON CREEK OUTLET
21 - PLAN VIEW - UPPER FLOODPLAIN WOOD PLACEMENT
22 - PLAN VIEW - UPPER FLOODPLAIN WOOD PLACEMENT
23 - TYPICAL CROSS-SECTIONS - UPPER FLOODPLAIN WOOD PLACEMENT
24 - TYPICAL DETAILS - UPPER FLOODPLAIN WOOD PLACEMENT AND PLANTING
25 - TYPICAL DETAILS - UPPER FLOODPLAIN PILES
26 - STREAM PLAN AND PROFILE - PROPOSED RAIL CAR BRIDGE CROSSING
27 - ROAD PROFILE - PROPOSED RAIL CAR BRIDGE CROSSING
28 - PLAN VIEW - REVEGETATION
29 - TYPICAL DETAILS - REVEGETATION

REV:	DESCRIPTION:	BY:	DATE:
3	-	-	-
2	-	-	-
1	-	-	-

STATUS: FINAL DESIGN

PARR excellence
302 W. Steuben St. #6
Bingen, WA 98605
www.ers4life.com

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

SITE: THE SHIRE ENHANCEMENT

TITLE: STREAM PLAN AND PROFILE - PROPOSED RAIL CAR BRIDGE CROSSING

SCALE:	DATE:	DRAWN:	CHECKED:
	12/30/25	RP, LV, PW	WN
PROJ. NO: -	DRAWING NO: 1		Total Sheets: 29

GENERAL NOTES

WORK PERFORMED UNDER THIS CONTRACT SHALL CONFORM TO BPA HIP HANDBOOK VERSION 5.2 AND LOCAL REGULATORY REQUIREMENTS UNLESS OTHERWISE INDICATED. IN THE EVENT OF A DISCREPANCY BETWEEN SPECIFICATIONS OR REGULATORY STANDARDS, THE MORE STRINGENT REQUIREMENTS SHALL APPLY.

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.

ALL WORK SHALL CONFORM TO THE 2024 EDITION OF STANDARD PLANS AND SPECIFICATIONS OF THE WASHINGTON STATE DEPARTMENT OF TRANSPORTATION (WSDOT), AND LOCAL STANDARDS UNLESS INDICATED OTHERWISE BY THE CONTRACT DOCUMENTS. IN CASE OF A CONFLICT BETWEEN THE REGULATORY STANDARDS OR SPECIFICATIONS, THE MORE STRINGENT WILL PREVAIL.

IN THE EVENT OF A CONFLICT BETWEEN DRAWINGS, SPECIFICATIONS, REGULATORY REQUIREMENTS, OR OTHER CONTRACT DOCUMENTATION THE CONTRACTOR SHALL OBTAIN CLARIFICATION FROM THE ENGINEER.

THE CONTRACTOR SHALL REMOVE DEBRIS AND LITTER FROM WORK AREAS AND SHALL STOCKPILE, PLACE OR DISPOSE OF MATERIALS, AS SPECIFIED.

EXISTING DATA

TOPOGRAPHIC DATA PROVIDED BY OTHERS

ORDINARY HIGH WATER (OHW) HAS BEEN DETERMINED BY OTHERS

SOILS

SOILS MCBEE SILT LOAM, PER USDA SOIL SURVEY MAP

FISH RESCUE

OWNER SHALL PERFORM FISH RESCUE. RESCUE ACTIVITIES SHALL BE SUPERVISED BY A QUALIFIED FISHERIES BIOLOGIST EXPERIENCES WITH THE COLLECTION AND HANDLING OF SALMONIDS AND LAMPREY FROM CONSTRUCTION SITES.

IF FISH ARE CONCENTRATED IN POOLS DURING DIVERSION OR DEWATERING, THEY SHALL BE COLLECTED BY SEINE AND/OR DIP NETS, PLACED IN CLEAN TRANSFER CONTAINERS WITH ADEQUATE VOLUME AND TEMPERATURE OF WATER AND RELEASED WITHIN 10 MINUTES OF CAPTURE.

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.

CULTURAL RESOURCES

ANY CULTURAL RESOURCES AND/OR ARTIFACTS EXHUMED OR OTHERWISE ENCOUNTERED SHALL BE REPORTED TO THE ENGINEER. CONSTRUCTION ACTIVITIES THAT UNCOVERED CULTURAL RESOURCES AND/OR ARTIFACTS SHALL IMMEDIATELY CEASE UNTIL A RESOURCE INVENTORY IS COMPLETED.

TREE SALVAGE

EXISTING TREES AND SHRUBS TO BE REMOVED FOR ACCESS WILL BE MARKED FOR REMOVAL. TREES WITHIN THE CLEARING LIMITS SHALL BE WHOLE TREES REMOVED WITHOUT CUTTING AND WITH ROOTS INTACT. TREES AND SHRUBS REMOVED MAY BE CLASSIFIED AS SALVAGED TREES OR SLASH DEPENDING ON SPECIFIED CRITERIA AND PLACED WITHIN LARGE WOOD STRUCTURES. SOME SLASH AND/OR SALVAGED TREES MAY BE PLACED OVER DISTRUBED AREAS DEPENDING ON QUANTITIES AVAILABLE.

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.

EXISTING TREES AND SHRUBS TO REMAIN

ALL EXISTING TREES AND SHRUBS THAT ARE NOT MARKED FOR REMOVAL SHALL REMAIN UNDISTURBED. THE CONTRACTOR SHALL NOT DEBARK OR DAMAGE EXISTING TREES AND SHALL STAY OUTSIDE OF THE DRIPLINE OF EXISTING TREES AND SHRUBS TO REMAIN.

CONSTRUCTION ACCESS

THE CONTRACTOR IS SOLELY RESPONSIBLE FOR OBTAINING REQUIRED TRAFFIC CONTROL, ACCESS PERMITS AND/OR PROVIDING REQUIRED TRAFFIC CONTROL INCLUDING SIGNAGE AND FLAGGERS.

CONTRACTOR SHALL OBTAIN A PRIVATE CROSSINGS PERMIT FROM BNSF PRIOR TO ENTERING THE PROJECT SITE. CONTRACTOR MUST CREATE AN ACCOUNT THROUGH https://bnsf.railpermitting.com. OBTAINING THE RAIL CROSSING PERMIT CAN TAKE UP TO THREE MONTHS AND THE CONTRACTOR SHALL ALLOW FOR LEAD TIMES ASSOCIATED WITH ACQUIRING THE BNSF RAIL CROSSING PERMIT.

ALL PERSONNEL, EQUIPMENT, AND MATERIALS SHALL REMAIN WITHIN THE DESIGNATED LIMITS OF DISTURBANCE.

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 LOCATION OF THE 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

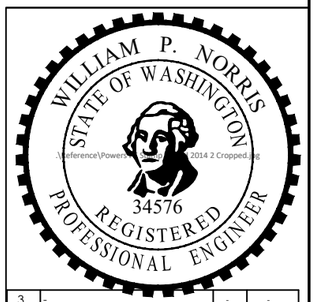
THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR PROVIDING AND MAINTAINING TESC TO COMPLY WITH ALL APPLICABLE EROSION CONTROL REGULATIONS AT THEIR OWN EXPENSE.

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.

CONSTRUCTION DEWATERING

THE CONTRACTOR SHALL AVOID RELEASE OF TURBID WATER DURING CONSTRUCTION DEWATERING. EXCAVATION OF DEWATERING SUMPS BEYOND THE LIMITS SHOWN SHALL BE PERFORMED AT NO ADDITIONAL COST. TURBID WATER MAY BE PUMPED TO UPLAND DISCHARGE AREAS AND ALLOWED TO SHEET FLOW THROUGH VEGETATION BEFORE INFILTRATING. IF RUNOFF IS OCCURRING WITHOUT INFILTRATION, THE CONTRACTOR SHALL CEASE PUMPING TURBID WATER AND ESTABLISH OTHER MEANS TO AVOID SURFACE WATER TURBIDITY AND/OR CONTAMINATION AT NO ADDITIONAL COST. OTHER MEANS MAY INCLUDE FILTRATION BAG, SEDIMENT RETENTION AREA OR ADDITIONAL INFILTRATION AREAS.



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STATUS: FINAL DESIGN

PARR excellence
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Bingen, WA 98605
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CLIENT: COWLITZ INDIAN TRIBE
7700 26TH AVE
VANCOUVER, WA, 98665

SITE: THE SHIRE ENHANCEMENT

TITLE: STREAM PLAN AND PROFILE - PROPOSED RAIL CAR BRIDGE CROSSING

SCALE:	DATE:	DRAWN:	CHECKED:
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PROJ. NO:	DRAWING NO:	Total Sheets:
-	2	29

HIP GENERAL CONSERVATION MEASURES APPLICABLE TO ALL ACTIONS

THE ACTIVITIES COVERED UNDER THE HIP ARE INTENDED TO PROTECT AND RESTORE FISH AND WILDLIFE HABITAT WITH LONG-TERM BENEFITS TO ESA-LISTED SPECIES. THE FOLLOWING GENERAL CONSERVATION MEASURES (DEVELOPED IN COORDINATION WITH USFWS AND NMFS) WILL BE APPLIED TO ALL ACTIONS OF THIS PROJECT.

PROJECT DESIGN AND SITE PREPARATION

STATE AND FEDERAL PERMITS

1. ALL APPLICABLE REGULATORY PERMITS AND OFFICIAL PROJECT AUTHORIZATIONS WILL BE OBTAINED BEFORE PROJECT IMPLEMENTATION.
2. THESE PERMITS AND AUTHORIZATIONS INCLUDE, BUT ARE NOT LIMITED TO, NATIONAL ENVIRONMENTAL POLICY ACT, NATIONAL HISTORIC PRESERVATION ACT, THE APPROPRIATE STATE AGENCY REMOVAL AND FILL PERMIT, USACE CLEAN WATER ACT (CWA) 404 PERMITS, CWA SECTION 401 WATER QUALITY CERTIFICATIONS, AND FEMA NO-RISE ANALYSES.

TIMING OF IN-WATER WORK

1. APPROPRIATE STATE (OREGON DEPARTMENT OF FISH AND WILDLIFE (ODFW), WASHINGTON DEPARTMENT OF FISH AND WILDLIFE (WDFW), IDAHO DEPARTMENT OF FISH AND GAME (IDFG), AND MONTANA FISH WILDLIFE AND PARKS (MFWP)) GUIDELINES FOR TIMING OF IN-WATER WORK WINDOWS (IWW) WILL BE FOLLOWED.
2. CHANGES TO ESTABLISHED WORK WINDOWS WILL BE APPROVED BY REGIONAL STATE BIOLOGISTS AND BPA'S EC LEAD.
3. BULL TROUT. FOR AREAS WITH DESIGNATED IN-WATER WORK WINDOWS FOR BULL TROUT OR AREAS KNOWN TO HAVE BULL TROUT, PROJECT PROPONENTS WILL CONTACT THE APPROPRIATE USFWS FIELD OFFICE TO INSURE THAT ALL REASONABLE IMPLEMENTATION MEASURES ARE CONSIDERED AND AN APPROPRIATE IN-WATER WORK WINDOW IS BEING USED TO MINIMIZE PROJECT EFFECTS.
4. LAMPREY. WORKING IN STREAM OR RIVER CHANNELS THAT CONTAIN PACIFIC LAMPREY WILL BE AVOIDED FROM MARCH 1 TO JULY 1 FOR REACHES <5,000 FEET IN ELEVATION AND FROM MARCH 1 TO AUGUST 1 FOR REACHES >5,000 FEET. IF EITHER TIMEFRAME IS INCOMPATIBLE WITH OTHER OBJECTIVES, THE AREA WILL BE SURVEYED FOR NESTS AND LAMPREY PRESENCE, AND AVOIDED IF POSSIBLE. IF LAMPREYS ARE KNOWN TO EXIST, THE PROJECT SPONSOR WILL UTILIZE DEWATERING AND SALVAGE PROCEDURES (SEE FISH SALVAGE AND ELECTROFISHING SECTIONS) TO MINIMIZE ADVERSE EFFECTS.
5. THE IN-WATER WORK WINDOW WILL BE PROVIDED IN THE CONSTRUCTION PLANS.

CONTAMINANTS

1. EXCAVATION OF MORE THAN 20 CUBIC YARDS WILL REQUIRE A SITE VISIT AND DOCUMENTED ASSESSMENT FOR POTENTIAL CONTAMINANT SOURCES. THE SITE ASSESSMENT WILL BE STORED WITH PROJECT FILES OR AS AN APPENDIX TO THE BASIS OF DESIGN REPORT.
2. THE SITE ASSESSMENT WILL SUMMARIZE:
   a. THE SITE VISIT, CONDITION OF THE PROPERTY, AND IDENTIFICATION OF ANY AREAS USED FOR VARIOUS INDUSTRIAL PROCESSES;
   b. AVAILABLE RECORDS, SUCH AS FORMER SITE USE, BUILDING PLANS, AND RECORDS OF ANY PRIOR CONTAMINATION EVENTS;
   c. INTERVIEWS WITH KNOWLEDGEABLE PEOPLE, SUCH AS SITE OWNERS, OPERATORS, OCCUPANTS, NEIGHBORS, OR LOCAL GOVERNMENT OFFICIALS; AND
   d. THE TYPE, QUANTITY, AND EXTENT OF ANY POTENTIAL CONTAMINATION SOURCES.

SITE LAYOUT AND FLAGGING

1. CONSTRUCTION AREAS TO BE CLEARLY FLAGGED PRIOR TO CONSTRUCTION.
2. AREAS TO BE FLAGGED WILL INCLUDE:
   a. SENSITIVE RESOURCE AREAS, SUCH AS AREAS BELOW ORDINARY HIGH WATER, SPAWNING AREAS, SPRINGS, AND WETLANDS;
   b. EQUIPMENT ENTRY AND EXIT POINTS;
   c. ROAD AND STREAM CROSSING ALIGNMENTS;
   d. STAGING, STORAGE, AND STOCKPILE AREAS; AND
   e. NO-SPRAY AREAS AND BUFFERS.

TEMPORARY ACCESS ROADS AND PATHS

1. EXISTING ACCESS ROADS AND PATHS WILL BE PREFERENTIALLY USED WHENEVER REASONABLE, AND THE NUMBER AND LENGTH OF TEMPORARY ACCESS ROADS AND PATHS THROUGH RIPARIAN AREAS AND FLOODPLAINS WILL BE MINIMIZED.
2. VEHICLE USE AND HUMAN ACTIVITIES, INCLUDING WALKING, IN AREAS OCCUPIED BY TERRESTRIAL ESA-LISTED SPECIES WILL BE MINIMIZED.
3. TEMPORARY ACCESS ROADS AND PATHS WILL NOT BE BUILT ON SLOPES WHERE GRADE, SOIL, OR OTHER FEATURES SUGGEST A LIKELIHOOD OF EXCESSIVE EROSION OR FAILURE. IF SLOPES ARE STEEPER THAN 30%, THEN THE ROAD WILL BE DESIGNED BY A CIVIL ENGINEER WITH EXPERIENCE IN STEEP ROAD DESIGN.
4. THE REMOVAL OF RIPARIAN VEGETATION DURING CONSTRUCTION OF TEMPORARY ACCESS ROADS WILL BE MINIMIZED. WHEN TEMPORARY VEGETATION REMOVAL IS REQUIRED, VEGETATION WILL BE CUT AT GROUND LEVEL (NOT GRUBBED).
5. AT PROJECT COMPLETION, ALL TEMPORARY ACCESS ROADS AND PATHS WILL BE OBLITERATED, AND THE SOIL WILL BE STABILIZED AND REVEGETATED. ROAD AND PATH OBLITERATION REFERS TO THE MOST COMPREHENSIVE DEGREE OF DECOMMISSIONING AND INVOLVES DECOMPACTING THE SURFACE AND DITCH, PULLING THE FILL MATERIAL ONTO THE RUNNING SURFACE, AND RESHAPING TO MATCH THE ORIGINAL CONTOUR.
6. HELICOPTER FLIGHT PATTERNS WILL BE ESTABLISHED IN ADVANCE AND LOCATED TO AVOID TERRESTRIAL ESA-LISTED SPECIES AND THEIR OCCUPIED HABITAT DURING SENSITIVE LIFE STAGES.

TEMPORARY STREAM CROSSINGS

1. EXISTING STREAM CROSSINGS OR BEDROCK WILL BE PREFERENTIALLY USED WHENEVER REASONABLE, AND THE NUMBER OF TEMPORARY STREAM CROSSINGS WILL BE MINIMIZED.
2. TEMPORARY BRIDGES AND CULVERTS WILL BE INSTALLED TO ALLOW FOR EQUIPMENT AND VEHICLE CROSSING OVER PERENNIAL STREAMS DURING CONSTRUCTION. TREATED WOOD SHALL NOT BE USED ON TEMPORARY BRIDGE CROSSINGS OR IN LOCATIONS IN CONTACT WITH OR DIRECTLY OVER WATER.
3. FOR PROJECTS THAT REQUIRE EQUIPMENT AND VEHICLES TO CROSS IN THE WET:
   a. THE LOCATION AND NUMBER OF ALL WET CROSSINGS SHALL BE APPROVED BY THE BPA EC LEAD AND DOCUMENTED IN THE CONSTRUCTION PLANS;
   b. VEHICLES AND MACHINERY SHALL CROSS STREAMS AT RIGHT ANGLES TO THE MAIN CHANNEL WHENEVER POSSIBLE;
   c. NO STREAM CROSSINGS WILL OCCUR 300 FEET UPSTREAM OR 100 FEET DOWNSTREAM OF AN EXISTING REDD OR SPAWNING FISH; AND
   d. AFTER PROJECT COMPLETION, TEMPORARY STREAM CROSSINGS WILL BE OBLITERATED AND BANKS RESTORED.

STAGING, STORAGE, AND STOCKPILE AREAS

1. STAGING AREAS (USED FOR CONSTRUCTION EQUIPMENT STORAGE, VEHICLE STORAGE, FUELING, SERVICING, AND HAZARDOUS MATERIAL STORAGE) WILL BE 150 FEET OR MORE FROM ANY NATURAL WATER BODY OR WETLAND. STAGING AREAS CLOSER THAN 150 FEET WILL BE APPROVED BY THE EC LEAD.
2. NATURAL MATERIALS USED FOR IMPLEMENTATION OF AQUATIC RESTORATION, SUCH AS LARGE WOOD, GRAVEL, AND BOULDERS, MAY BE STAGED WITHIN 150 FEET IF CLEARLY INDICATED IN THE PLANS THAT AREA IS FOR NATURAL MATERIALS ONLY.
3. ANY LARGE WOOD, TOPSOIL, AND NATIVE CHANNEL MATERIAL DISPLACED BY CONSTRUCTION WILL BE STOCKPILED FOR USE DURING SITE RESTORATION AT A SPECIFICALLY IDENTIFIED AND FLAGGED AREA.
4. ANY MATERIAL NOT USED IN RESTORATION, AND NOT NATIVE TO THE FLOODPLAIN, WILL BE DISPOSED OF OUTSIDE THE 100-YEAR FLOODPLAIN.

EQUIPMENT

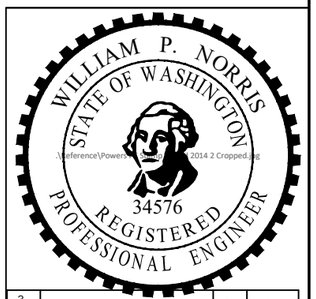
1. MECHANIZED EQUIPMENT AND VEHICLES WILL BE SELECTED, OPERATED, AND MAINTAINED IN A MANNER THAT MINIMIZES ADVERSE EFFECTS ON THE ENVIRONMENT (E.G., MINIMALLY-SIZED, LOW PRESSURE TIRES; MINIMAL HARD-TURN PATHS FOR TRACKED VEHICLES; TEMPORARY MATS OR PLATES WITHIN WET AREAS OR ON SENSITIVE SOILS).
2. EQUIPMENT WILL BE STORED, FUELED, AND MAINTAINED IN AN CLEARLY IDENTIFIED STAGING AREA THAT MEETS STAGING AREA CONSERVATION MEASURES.
3. EQUIPMENT WILL BE REFUELED IN A VEHICLE STAGING AREA OR IN AN ISOLATED HARD ZONE, SUCH AS A PAVED PARKING LOT OR ADJACENT, ESTABLISHED ROAD (THIS MEASURE APPLIES ONLY TO GAS-POWERED EQUIPMENT WITH TANKS LARGER THAN 5 GALLONS).
4. BIODEGRADABLE LUBRICANTS AND FLUIDS WILL BE USED ON EQUIPMENT OPERATING IN AND ADJACENT TO THE STREAM CHANNEL AND LIVE WATER.
5. EQUIPMENT WILL BE INSPECTED DAILY FOR FLUID LEAKS BEFORE LEAVING THE VEHICLE STAGING AREA FOR OPERATION WITHIN 150 FEET OF ANY NATURAL WATER BODY OR WETLAND.
6. EQUIPMENT WILL BE THOROUGHLY CLEANED BEFORE OPERATION BELOW ORDINARY HIGH WATER, AND AS OFTEN AS NECESSARY DURING OPERATION, TO REMAIN GREASE FREE.

EROSION CONTROL

1. TEMPORARY EROSION CONTROL MEASURES INCLUDE:
   a. TEMPORARY EROSION CONTROLS WILL BE IN PLACE BEFORE ANY SIGNIFICANT ALTERATION OF THE ACTION SITE AND APPROPRIATELY INSTALLED DOWNSLOPE OF PROJECT ACTIVITY WITHIN THE RIPARIAN BUFFER AREA UNTIL SITE REHABILITATION IS COMPLETE;
   b. IF THERE IS A POTENTIAL FOR ERODED SEDIMENT TO ENTER THE STREAM, SEDIMENT BARRIERS WILL BE INSTALLED AND MAINTAINED FOR THE DURATION OF PROJECT IMPLEMENTATION;
   c. TEMPORARY EROSION CONTROL MEASURES MAY INCLUDE SEDGE MATS, FIBER WATTLES, SILT FENCES, JUTE MATTING, WOOD FIBER MULCH AND SOIL BINDER, OR GEOTEXTILES AND GEOSYNTHETIC FABRIC;
   d. SOIL STABILIZATION UTILIZING WOOD FIBER MULCH AND TACKIFIER (HYDRO-APPLIED) MAY BE USED TO REDUCE EROSION OF BARE SOIL IF THE MATERIALS ARE NOXIOUS WEED FREE AND NONTOXIC TO AQUATIC AND TERRESTRIAL ANIMALS, SOIL MICROORGANISMS, AND VEGETATION;
   e. SEDIMENT WILL BE REMOVED FROM EROSION CONTROLS ONCE IT HAS REACHED 1/3 OF THE EXPOSED HEIGHT OF THE CONTROL; AND
   f. ONCE THE SITE IS STABILIZED AFTER CONSTRUCTION, TEMPORARY EROSION CONTROL MEASURES WILL BE REMOVED.
2. EMERGENCY EROSION CONTROLS. THE FOLLOWING MATERIALS FOR EMERGENCY EROSION CONTROL WILL BE AVAILABLE AT THE WORK SITE:
   a. A SUPPLY OF SEDIMENT CONTROL MATERIALS; AND
   b. AN OIL-ABSORBING FLOATING BOOM WHENEVER SURFACE WATER IS PRESENT.

DUST ABATEMENT

1. THE PROJECT SPONSOR WILL DETERMINE THE APPROPRIATE DUST CONTROL MEASURES BY CONSIDERING SOIL TYPE, EQUIPMENT USAGE, PREVAILING WIND DIRECTION, AND THE EFFECTS CAUSED BY OTHER EROSION AND SEDIMENT CONTROL MEASURES.
2. WORK WILL BE SEQUENCED AND SCHEDULED TO REDUCE EXPOSED BARE SOIL SUBJECT TO WIND EROSION.
3. DUST-ABATEMENT ADDITIVES AND STABILIZATION CHEMICALS (TYPICALLY MAGNESIUM CHLORIDE, CALCIUM CHLORIDE SALTS, OR LIGNINSULFONATE) WILL NOT BE APPLIED WITHIN 25 FEET OF WATER OR A STREAM CHANNEL AND WILL BE APPLIED SO AS TO MINIMIZE THE LIKELIHOOD THAT THEY WILL ENTER STREAMS. APPLICATIONS OF LIGNINSULFONATE WILL BE LIMITED TO A MAXIMUM RATE OF 0.5 GALLONS PER SQUARE YARD OF ROAD SURFACE, ASSUMING MIXED 50:50 WITH WATER.
4. APPLICATION OF DUST ABATEMENT CHEMICALS WILL BE AVOIDED DURING OR JUST BEFORE WET WEATHER, AND AT STREAM CROSSINGS OR OTHER AREAS THAT COULD RESULT IN UNFILTERED DELIVERY OF THE DUST ABATEMENT MATERIALS TO A WATERBODY (TYPICALLY THESE WOULD BE AREAS WITHIN 25 FEET OF A WATERBODY OR STREAM CHANNEL; DISTANCES MAY BE GREATER WHERE VEGETATION IS SPARSE OR SLOPES ARE STEEP).
5. SPILL CONTAINMENT EQUIPMENT WILL BE AVAILABLE DURING APPLICATION OF DUST ABATEMENT CHEMICALS.
6. PETROLEUM-BASED PRODUCTS WILL NOT BE USED FOR DUST ABATEMENT.



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CLIENT: COWLITZ INDIAN TRIBE
7700 26TH AVE
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SITE: THE SHIRE ENHANCEMENT

TITLE: HIP GENERAL CONSERV. MEASURES

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-	3	29

PROJECT DESIGN AND SITE PREPARATION (CONTINUED)

SPILL PREVENTION, CONTROL, AND COUNTER MEASURES

1. A DESCRIPTION OF HAZARDOUS MATERIALS THAT WILL BE USED, INCLUDING INVENTORY, STORAGE, AND HANDLING PROCEDURES WILL BE AVAILABLE ON-SITE.
2. WRITTEN PROCEDURES FOR NOTIFYING ENVIRONMENTAL RESPONSE AGENCIES WILL BE POSTED AT THE WORK SITE.
3. SPILL CONTAINMENT KITS (INCLUDING INSTRUCTIONS FOR CLEANUP AND DISPOSAL) ADEQUATE FOR THE TYPES AND QUANTITY OF HAZARDOUS MATERIALS USED AT THE SITE WILL BE AVAILABLE AT THE WORK SITE.
4. WORKERS WILL BE TRAINED IN SPILL CONTAINMENT PROCEDURES AND WILL BE INFORMED OF THE LOCATION OF SPILL CONTAINMENT KITS.
5. ANY WASTE LIQUIDS GENERATED AT THE STAGING AREAS WILL BE TEMPORARILY STORED UNDER AN IMPERVIOUS COVER, SUCH AS A TARPAULIN, UNTIL THEY CAN BE PROPERLY TRANSPORTED TO AND DISPOSED OF AT A FACILITY THAT IS APPROVED FOR RECEIPT OF HAZARDOUS MATERIALS.
6. PUMPS USED ADJACENT TO WATER SHALL USE SPILL CONTAINMENT SYSTEMS.

INVASIVE SPECIES CONTROL

1. PRIOR TO ENTERING THE SITE, ALL VEHICLES AND EQUIPMENT WILL BE POWER WASHED, ALLOWED TO FULLY DRY, AND INSPECTED TO MAKE SURE NO PLANTS, SOIL, OR OTHER ORGANIC MATERIAL ADHERES TO THE SURFACE.
2. WATERCRAFT, WADERS, BOOTS, AND ANY OTHER GEAR TO BE USED IN OR NEAR WATER WILL BE INSPECTED FOR AQUATIC INVASIVE SPECIES.
3. WADING BOOTS WITH FELT SOLES ARE NOT TO BE USED DUE TO THEIR PROPENSITY FOR AIDING IN THE TRANSFER OF INVASIVE SPECIES UNLESS DECONTAMINATION PROCEDURES HAVE BEEN APPROVED BY THE EC LEAD.

WORK AREA ISOLATION AND FISH SALVAGE

WORK AREA ISOLATION

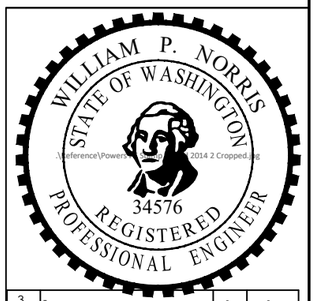
1. ANY WORK AREA WITHIN THE WETTED CHANNEL WILL BE ISOLATED FROM THE ACTIVE STREAM WHENEVER ESA-LISTED FISH ARE REASONABLY CERTAIN TO BE PRESENT, OR IF THE WORK AREA IS LESS THAN 300-FEET UPSTREAM FROM KNOWN SPAWNING HABITATS.
2. WORK AREA ISOLATION AND FISH SALVAGE ACTIVITIES WILL COMPLY WITH THE IN-WATER WORK WINDOW.
3. DESIGN PLANS WILL INCLUDE ALL ISOLATION ELEMENTS AND AREAS (COFFER DAMS, PUMPS, DISCHARGE AREAS, FISH SCREENS, FISH RELEASE AREAS, ETC.).
4. WORK AREA ISOLATION AND FISH CAPTURE ACTIVITIES WILL OCCUR DURING PERIODS OF THE COOLEST AIR AND WATER TEMPERATURES POSSIBLE, NORMALLY EARLY IN THE MORNING VERSUS LATE IN THE DAY, AND DURING CONDITIONS APPROPRIATE TO MINIMIZE STRESS AND DEATH OF SPECIES PRESENT.

FISH SALVAGE

1. MONITORING AND RECORDING WILL TAKE PLACE FOR DURATION OF SALVAGE. THE SALVAGE REPORT WILL BE COMMUNICATED TO AGENCIES VIA THE PROJECT COMPLETION FORM (PCF).
2. SALVAGE ACTIVITIES SHOULD TAKE PLACE DURING CONDITIONS TO MINIMIZE STRESS TO FISH SPECIES, TYPICALLY PERIODS OF THE COOLEST AIR AND WATER TEMPERATURES WHICH OCCUR IN THE MORNING VERSUS LATE IN THE DAY.
3. SALVAGE OPERATIONS WILL FOLLOW THE ORDERING, METHODS, AND CONSERVATION MEASURES SPECIFIED BELOW:
   a. SLOWLY REDUCE WATER FROM THE WORK AREA TO ALLOW SOME FISH TO LEAVE VOLITIONALLY.
   b. BLOCK NETS WILL BE INSTALLED AT UPSTREAM AND DOWNSTREAM LOCATIONS AND MAINTAINED IN A SECURED POSITION TO EXCLUDE FISH FROM ENTERING THE PROJECT AREA.
   c. BLOCK NETS WILL BE SECURED TO THE STREAM CHANNEL BED AND BANKS UNTIL FISH CAPTURE AND TRANSPORT ACTIVITIES ARE COMPLETE. BLOCK NETS MAY BE LEFT IN PLACE FOR THE DURATION OF THE PROJECT TO EXCLUDE FISH AS LONG AS PASSAGE REQUIREMENTS ARE MET.
   d. NETS WILL BE MONITORED HOURLY DURING IN-STREAM DISTURBANCE.
   e. IF BLOCK NETS REMAIN IN PLACE MORE THAN ONE DAY, THE NETS WILL BE MONITORED AT LEAST DAILY TO ENSURE THEY ARE SECURED AND FREE OF ORGANIC ACCUMULATION. IF BULL TROUT ARE PRESENT, NETS ARE TO BE CHECKED EVERY 4 HOURS FOR FISH IMPINGEMENT.
   f. CAPTURE FISH THROUGH SEINING AND RELOCATE TO STREAMS.
   g. WHILE DEWATERING, ANY REMAINING FISH WILL BE COLLECTED BY HAND OR DIP NETS.
   h. SEINES WITH A MESH SIZE TO ENSURE CAPTURE OF THE RESIDING ESA-LISTED FISH WILL BE USED.
   i. MINNOW TRAPS WILL BE LEFT IN PLACE OVERNIGHT AND USED IN CONJUNCTION WITH SEINING.
   j. ELECTROFISH TO CAPTURE AND RELOCATED FISH NOT CAUGHT DURING SEINING PER ELECTROFISH CONSERVATION MEASURES.
   k. CONTINUE TO SLOWLY DEWATER STREAM REACH.
   l. COLLECT ANY REMAINING FISH IN COLD-WATER BUCKETS AND RELOCATED TO THE STREAM.
   m. LIMIT THE TIME FISH ARE IN A TRANSPORT BUCKET.
   n. MINIMIZE PREDATION BY TRANSPORTING COMPARABLE SIZES IN BUCKETS.
   o. BUCKET WATER TO BE CHANGED EVERY 15 MINUTES OR AERATED.
   p. BUCKETS WILL BE KEPT IN SHADED AREAS OR COVERED.
   q. DEAD FISH WILL NOT BE STORED IN TRANSPORT BUCKETS, BUT WILL BE LEFT ON THE STREAM BANK TO AVOID MORTALITY COUNTING ERRORS.
4. SALVAGE GUIDELINES FOR BULL TROUT, LAMPREY, MUSSELS, AND NATIVE FISH.
   a. CONDUCT SITE SURVEY TO ESTIMATE SALVAGE NUMBERS.
   b. PRE-SELECT SITE(S) FOR RELEASE AND/OR MUSSEL BED RELOCATION.
   c. SALVAGE OF BULL TROUT WILL NOT TAKE PLACE WHEN WATER TEMPERATURES EXCEED 15 DEGREES CELSIUS.
   d. IF DRAWDOWN LESS THAN 48 HOURS, SALVAGE OF LAMPREY AND MUSSELS MAY NOT BE NECESSARY IF TEMPERATURES SUPPORT SURVIVAL IN SEDIMENTS.
   e. SALVAGE MUSSELS BY HAND, LOCATING BY SNORKELING OR WADING.
   f. SALVAGE LAMPREY BY ELECTROFISHING (SEE ELECTROFISHING FOR LARVAL LAMPREY SETTINGS AND LARVAL LAMPREY DRY SHOCKING SETTINGS).
   g. SALVAGE BONY FISH AFTER LAMPREY WITH NETS OR ELECTROFISHING (SEE ELECTROFISHING FOR APPROPRIATE SETTINGS).
   h. REGULARLY INSPECT DEWATERED SITE SINCE LAMPREY LIKELY TO EMERGE AFTER DEWATERING AND MUSSELS MAY BECOME VISIBLE.
   i. MUSSELS MAY BE TRANSFERRED IN COOLERS.
   j. MUSSELS WILL BE PLACED INDIVIDUALLY TO ENSURE ABILITY TO BURROW INTO NEW HABITAT.

ELECTROFISHING

1. INITIAL SITE SURVEY AND INITIAL SETTINGS
   a. IDENTIFY SPAWNING ADULTS AND ACTIVE REDDS TO AVOID.
   b. RECORD WATER TEMPERATURE. ELECTROFISHING WILL NOT OCCUR WHEN WATER TEMPERATURES ARE ABOVE 18 DEGREES CELSIUS.
   c. IF POSSIBLE, A BLOCK NET WILL BE PLACED DOWNSTREAM AND CHECKED REGULARLY TO CAPTURE STUNNED FISH THAT DRIFT DOWNSTREAM.
   d. INITIAL SETTINGS WILL BE 100 VOLTS, PULSE WIDTH OF 500 MICRO SECONDS, AND PULSE RATE OF 30 HERTZ.
   e. RECORDS FOR CONDUCTIVITY, WATER TEMPERATURE, AIR TEMPERATURE, ELECTROFISHING SETTINGS, ELECTROFISHER MODEL, ELECTROFISHER CALIBRATION, FISH CONDITIONS, FISH MORTALITIES, AND TOTAL CAPTURE RATES WILL BE INCLUDED IN THE SALVAGE LOG BOOK.
2. ELECTROFISHING TECHNIQUE
   a. SAMPLING WILL BEGIN USING STRAIGHT DC. POWER WILL REMAIN ON UNTIL THE FISH IS NETTED WHEN USING STRAIGHT DC. GRADUALLY INCREASE VOLTAGE WHILE REMAINING BELOW MAXIMUM LEVELS.
   b. MAXIMUM VOLTAGE WILL BE 1100 VOLTS WHEN CONDUCTIVITY IS <100 MILLISECONDS, 800 VOLTS WHEN CONDUCTIVITY IS BETWEEN 100 AND 300 MILLISECONDS, AND 400 VOLTS WHEN CONDUCTIVITY IS >300 MILLISECONDS.
   c. IF FISH CAPTURE IS NOT SUCCESSFUL USING STRAIGHT DC, THE ELECTROFISHER WILL BE SET TO INITIAL VOLTAGE FOR PDC. VOLTAGE, PULSE WIDTH, AND PULSE FREQUENCY WILL BE GRADUALLY INCREASED WITHIN MAXIMUM VALUES UNTIL CAPTURE IS SUCCESSFUL.
   d. MAXIMUM PULSE WIDTH IS 5 MILLISECONDS. MAXIMUM PULSE RATE IS 70 HERTZ
   e. ELECTROFISHING WILL NOT OCCUR IN ONE AREA FOR AN EXTENDED PERIOD.
   f. THE ANODE WILL NOT INTENTIONALLY COME INTO CONTACT WITH FISH. THE ZONE FOR POTENTIAL INJURY OF 0.5 M FROM THE ANODE WILL BE AVOIDED.
   g. SETTINGS WILL BE LOWERED IN SHALLOWER WATER SINCE VOLTAGE GRADIENTS LIKELY TO INCREASE.
   h. ELECTROFISHING WILL NOT OCCUR IN TURBID WATER WHERE VISIBILITY IS POOR (I.E. UNABLE TO SEE THE BED OF THE STREAM).
   i. OPERATIONS WILL IMMEDIATELY STOP IF MORTALITY OR OBVIOUS FISH INJURY IS OBSERVED. ELECTROFISHING SETTINGS WILL BE REEVALUATED.
3. SAMPLE PROCESSING
   a. FISH SHALL BE SORTED BY SIZE TO AVOID PREDATION DURING CONTAINMENT.
   b. SAMPLERS WILL REGULARLY CHECK CONDITIONS OF FISH HOLDING CONTAINERS, AIR PUMPS, WATER TRANSFERS, ETC.
   c. FISH WILL BE OBSERVED FOR GENERAL CONDITIONS AND INJURIES
   d. EACH FISH WILL BE COMPLETELY REVIVED BEFORE RELEASE. ESA-LISTED SPECIES WILL BE PRIORITIZED FOR SUCCESSFUL RELEASE.
4. BULL TROUT ELECTROFISHING
   a. ELECTROFISHING FOR BULL TROUT WILL ONLY OCCUR FROM MAY 1 TO JULY 31. NO ELECTROFISHING WILL OCCUR IN ANY BULL TROUT OCCUPIED HABITAT AFTER AUGUST 15. IN FMO HABITATS ELECTROFISHING MAY OCCUR ANY TIME.
   b. ELECTROFISHING OF BULL TROUT WILL NOT OCCUR WHEN WATER TEMPERATURES EXCEED 15 DEGREES CELSIUS.
5. LARVAL LAMPREY ELECTROFISHING
   a. PERMISSION FROM EC LEAD WILL BE OBTAINED IF LARVAL LAMPREY ELECTROFISHER IS NOT ONE OF FOLLOWING PRE-APPROVED MODELS: ABP-2 "WISCONSIN", SMITH-ROOT LR-24, OR SMITH-ROOT APEX BACKPACK.
   b. LARVAL LAMPREY SAMPLING WILL INCORPORATE 2-STAGE METHOD: "TICKLE" AND "STUN".
   c. FIRST STAGE: USE 125 VOLT DC WITH A 25 PERCENT DUTY CYCLE APPLIED AT A SLOW RATE OF 3 PULSES PER SECOND. IF TEMPERATURES ARE BELOW 10 DEGREES CELSIUS, VOLTAGE MAY BE INCREASED GRADUALLY (NOT TO EXCEED 200 VOLTS). BURSTED PULSES (THREE SLOW AND ONE SKIPPED) RECOMMENDED TO INCREASE EMERGENCE.
   d. SECOND STAGE (OPTIONAL FOR EXPERIENCED NETTERS): IMMEDIATELY AFTER LAMPREY EMERGE, USE A FAST PULSE SETTING OF 30 PULSES PER SECOND.
   e. USE DIP NETS FOR VISIBLE LAMPREY. SIENES AND FINE MESH NET SWEEPS MAY BE USED IN POOR VISIBILITY.
   f. SAMPLING WILL OCCUR SLOWLY (>60 SECONDS PER METER) STARTING AT UPSTREAM AND WORKING DOWNSTREAM.
   g. MULTIPLE SWEEPS TO OCCUR WITH 15 MINUTES BETWEEN SWEEPS.
   h. POST-DRAWDOWN "DRY-SHOCKING" WILL BE APPLIED IF LARVAL LAMPREY CONTINUE TO EMERGE. ANODES TO BE PLACED ONE METER APART TO SAMPLE ONE SQUARE METER AT A TIME FOR AT LEAST 60 SECONDS. FOR TEMPERATURES LESS THAN 10 DEGREES CELSIUS, MAXIMUM VOLTAGE MAY BE GRADUALLY INCREASED TO 400 VOLTS (DRY-SHOCKING ONLY).



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7700 26TH AVE
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SITE: THE SHIRE ENHANCEMENT

TITLE: HIP GENERAL CONSERV. MEASURES CONT'D

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WORK AREA ISOLATION AND FISH SALVAGE (CONTINUED)

DEWATERING

1. DEWATERING WILL OCCUR AT A RATE SLOW ENOUGH TO ALLOW SPECIES TO NATURALLY MIGRATE OUT OF THE WORK AREA.
2. WHERE A GRAVITY FEED DIVERSION IS NOT POSSIBLE, A PUMP MAY BE USED. PUMPS WILL BE INSTALLED TO AVOID REPETIVE DEWATERING AND REWATERING.
3. WHEN FISH ARE PRESENT, PUMPS WILL BE SCREENED IN ACCORDANCE WITH NMFS FISH SCREEN CRITERIA. NMFS ENGINEERING REVIEW AND APPROVAL WILL BE OBTAINED FOR PUMPS EXCEEDING 3 CUBIC FEET PER SECOND.
4. DISSIPATION OF FLOW ENERGY AT THE BYPASS OUTFLOW WILL BE PROVIDED TO PREVENT DAMAGE TO THE STREAM CHANNEL AND RIPARIAN VEGETATION.
5. SEEPAGE WATER WILL BE PUMPED TO A TEMPORARY STORAGE AND TREATMENT SITE OR INTO UPLAND AREAS TO ALLOW WATER TO PERCOLATE THROUGH SOIL AND VEGETATION PRIOR TO REENTERING THE STREAM CHANNEL.

CONSTRUCTION AND POST CONSTRUCTION CONSERVATION MEASURES

FISH PASSAGE

1. FISH PASSAGE WILL BE PROVIDED FOR ADULT AND JUVENILE FISH LIKELY TO BE PRESENT DURING CONSTRUCTION UNLESS PASSAGE DID NOT EXIST BEFORE CONSTRUCTION, THE STREAM IS NATURALLY IMPASSABLE, OR PASSAGE WILL NEGATIVELY IMPACT ESA-LISTED SPECIES OR THEIR HABITAT.
2. FISH PASSAGE ALTERNATIVES WILL BE APPROVED BY THE BPA EC LEAD UNDER ADVISEMENT BY THE NMFS HABITAT BIOLOGIST.

CONSTRUCTION AND DISCHARGE WATER

1. SURFACE WATER MAY BE DIVERTED TO MEET CONSTRUCTION NEEDS ONLY IF DEVELOPED SOURCES ARE UNAVAILABLE OR INADEQUATE.
2. DIVERSIONS WILL NOT EXCEED 10% OF THE AVAILABLE FLOW.
3. CONSTRUCTION DISCHARGE WATER WILL BE COLLECTED AND TREATED TO REMOVE DEBRIS, NUTRIENTS, SEDIMENT, PETROLEUM HYDROCARBONS, METALS, AND OTHER POLLUTANTS.

TIME AND EXTENT OF DISTURBANCE

1. EARTHWORK REQUIRING IN-STREAM MECHANIZED EQUIPMENT (INCLUDING DRILLING, EXCAVATION, DREDGING, FILLING, AND COMPACTING) WILL BE COMPLETED AS QUICKLY AS POSSIBLE.
2. MECHANIZED EQUIPMENT WILL WORK FROM TOP OF BANK UNLESS WORK FROM ANOTHER LOCATION WILL RESULT IN LESS HABITAT DISTURBANCE (TURBIDITY, VEGETATION DISTURBANCE, ETC.).

CESSATION OF WORK

1. PROJECT OPERATIONS WILL CEASE WHEN HIGH FLOW CONDITIONS MAY RESULT IN INUNDATION OF THE PROJECT AREA (FLOOD EFFORTS TO DECREASE DAMAGES TO NATURAL RESOURCES PERMITTED).
2. WATER QUALITY LEVELS EXCEEDED. SEE CWA SECTION 401 WATER QUALITY CERTIFICATION AND TURBIDITY MEASURES.

SITE RESTORATION

1. DISTURBED AREAS, STREAM BANKS, SOILS, AND VEGETATION WILL BE CLEANED UP AND RESTORED TO IMPROVED OR PRE-PROJECT CONDITIONS.
2. PROJECT-RELATED WASTE WILL BE REMOVED.
3. TEMPORARY ACCESS ROADS AND STAGING WILL BE DECOMPACTED AND RESTORED. SOILS WILL BE LOOSENED IF NEEDED FOR REVEGETATION OR WATER INFILTRATION.
4. THE PROJECT SPONSOR WILL RETAIN THE RIGHT OF REASONABLE ACCESS TO THE SITE TO MONITOR AND MAINTAIN THE SITE OVER THE LIFE OF THE PROJECT.

REVEGETATION

1. PLANTING AND SEEDING WILL OCCUR PRIOR TO OR AT THE BEGINNING OF THE FIRST GROWING SEASON AFTER CONSTRUCTION.
2. A MIX OF NATIVE SPECIES (INVASIVE SPECIES NOT ALLOWED) APPROPRIATE TO THE SITE WILL BE USED TO REESTABLISH VEGETATION, PROVIDE SHADE, AND REDUCE EROSION. REESTABLISHED VEGETATION SHOULD BE AT LEAST 70% OF PRE-PROJECT CONDITIONS WITHIN THREE YEARS.
3. VEGETATION SUCH AS WILLOWS, SEDGES, OR RUSH MATS WILL BE SALVAGED FROM DISTURBED OR ABANDONED AREAS TO BE REPLANTED.
4. SHORT-TERM STABILIZATION MEASURE MAY INCLUDE THE USE OF NON-NATIVE STERILE SEED MIX (WHEN NATIVE NOT AVAILABLE), WEED-FREE CERTIFIED STRAW, OR OTHER SIMILAR TECHNIQUES.
5. SURFACE FERTILIZER WILL NOT BE APPLIED WITHIN 50 FEET OF ANY STREAM, WATER BODY, OR WETLAND.
6. FENCING WILL BE INSTALLED AS NECESSARY TO PREVENT ACCESS TO REVEGETATED SITES BY LIVESTOCK OR UNAUTHORIZED PERSONS.
7. INVASIVE PLANTS WILL BE REMOVED OR CONTROLLED UNTIL NATIVE PLANT SPECIES ARE WELL ESTABLISHED (TYPICALLY THREE YEARS POST-CONSTRUCTION).

SITE ACCESS AND IMPLEMENTATION MONITORING

1. THE PROJECT SPONSOR WILL PROVIDE CONSTRUCTION MONITORING DURING IMPLEMENTATION TO ENSURE ALL CONSERVATION MEASURES ARE ADEQUATELY FOLLOWED, EFFECTS TO LISTED SPECIES ARE NOT GREATER THAN PREDICTED, AND INCIDENTAL TAKE LIMITATIONS ARE NOT EXCEEDED.
2. THE PROJECT SPONSOR OR DESIGNATED REPRESENTATIVE WILL SUBMIT THE PROJECT COMPLETION FORM (PCF) WITHIN 30 DAYS OF PROJECT COMPLETION.

CWA SECTION 401 WATER QUALITY CERTIFICATION

1. THE PROJECT SPONSOR OR DESIGNATED REPRESENTATIVE WILL COMPLETE AND RECORD WATER QUALITY OBSERVATIONS (SEE TURBIDITY MONITORING) TO ENSURE IN-WATER WORK IS NOT DEGRADING WATER QUALITY.
2. DURING CONSTRUCTION, WATER QUALITY PROVISIONS PROVIDED BY THE OREGON DEPARTMENT OF ENVIRONMENTAL QUALITY, WASHINGTON DEPARTMENT OF ECOLOGY, IDAHO DEPARTMENT OF ENVIRONMENTAL QUALITY WILL BE FOLLOWED.

STAGED REWATERING PLAN

1. WHEN REINTRODUCING WATER TO DEWATERED AREAS AND NEWLY CONSTRUCTED CHANNELS, A STAGED REWATERING PLAN WILL BE APPLIED.
2. THE FOLLOWING WILL BE APPLIED TO ALL REWATERING EFFORTS. COMPLEX REWATERING EFFORTS MAY REQUIRE ADDITIONAL NOTES OR A DEDICATED SHEET IN THE CONSTRUCTION DETAILS.
   a. TURBIDITY MONITORING PROTOCOL WILL BE APPLIED TO REWATERING EFFORTS.
   b. PRE-WASH THE AREA BEFORE REWATERING. TURBID WASH WATER WILL BE DETAINED AND PUMPED TO THE FLOODPLAIN OR SEDIMENT CAPTURE AREAS RATHER THAN DISCHARGING TO FISH-BEARING STREAMS.
   c. INSTALL SEINE NETS AT UPSTREAM END TO PREVENT FISH FROM MOVING DOWNSTREAM UNTIL 2/3 OF TOTAL FLOW IS RESTORED TO THE CHANNEL.
   d. STARTING IN EARLY MORNING INTRODUCE 1/3 OF NEW CHANNEL FLOW OVER PERIOD OF 1-2 HOURS.
   e. INTRODUCE SECOND THIRD OF FLOW OVER NEXT 1 TO 2 HOURS AND BEGIN FISH SALVAGE OF BYPASS CHANNEL IF FISH ARE PRESENT.
   f. REMOVE UPSTREAM SEINE NETS ONCE 2/3 FLOW IN REWATERED CHANNEL AND DOWNSTREAM TURBIDITY IS WITHIN ACCEPTABLE RANGE (LESS THAN 40 NTU OR LESS THAN 10% BACKGROUND).
   g. INTRODUCE FINAL THIRD OF FLOW ONCE FISH SALVAGE EFFORTS ARE COMPLETE AND DOWNSTREAM TURBIDITY VERIFIED TO BE WITHIN ACCEPTABLE RANGE.
   h. INSTALL PLUG TO BLOCK FLOW INTO OLD CHANNEL OR BYPASS. REMOVE ANY REMAINING SEINE NETS.
   i. IN LAMPREY SYSTEMS, LAMPREY SALVAGE AND DRY SHOCKING MAY BE NECESSARY.

TURBIDITY MONITORING

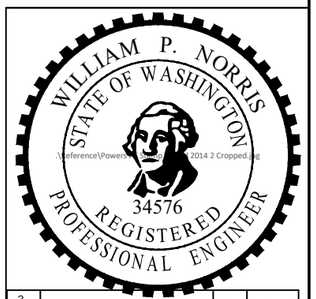
1. RECORD THE READING, LOCATION, AND TIME FOR THE BACKGROUND READING APPROXIMATELY 100 FEET UPSTREAM OF THE PROJECT AREA USING A RECENTLY CALIBRATED TURBIDIMETER OR VIA VISUAL OBSERVATION (SEE THE HIP HANDBOOK TURBIDITY MONITORING SECTION FOR A VISUAL OBSERVATION KEY).
2. RECORD THE TURBIDITY READING, LOCATION, AND TIME AT THE MEASUREMENT COMPLIANCE LOCATION POINT.
   a. 50 FEET DOWNSTREAM FOR STREAMS LESS THAN 30 FEET WIDE.
   b. 100 FEET DOWNSTREAM FOR STREAMS BETWEEN 30 AND 100 FEET WIDE.
   c. 200 FEET DOWNSTREAM FOR STREAMS GREATER THAN 100 FEET WIDE.
   d. 300 FEET FROM THE DISCHARGE POINT OR NONPOINT SOURCE FOR LOCATIONS SUBJECT TO TIDAL OR COASTAL SCOUR.
3. TURBIDITY SHALL BE MEASURED (BACKGROUND LOCATION AND COMPLIANCE POINTS) EVERY 4 HOURS WHILE WORK IS BEING IMPLEMENTED.
4. IF THERE IS A VISIBLE DIFFERENCE BETWEEN A COMPLIANCE POINT AND THE BACKGROUND, THE EXCEEDANCE WILL BE NOTED IN THE PROJECT COMPLETION FORM (PCF). ADJUSTMENTS OR CORRECTIVE MEASURES WILL BE TAKEN IN ORDER TO REDUCE TURBIDITY.
5. IF EXCEEDANCES OCCUR FOR MORE THAN TWO CONSECUTIVE MONITORING INTERVALS (AFTER 8 HOURS), THE ACTIVITY WILL STOP UNTIL THE TURBIDITY LEVEL RETURNS TO BACKGROUND. THE BPA EC LEAD WILL BE NOTIFIED OF ALL EXCEEDANCES AND CORRECTIVE ACTIONS AT PROJECT COMPLETION.
6. IF TURBIDITY CONTROLS (COFFER DAMS, WADDLES, FENCING, ETC.) ARE DETERMINED INEFFECTIVE, CREWS WILL BE MOBILIZED TO MODIFY AS NECESSARY. OCCURRENCES WILL BE DOCUMENTED IN THE PROJECT COMPLETION FORM (PCF).
7. FINAL TURBIDITY READINGS, EXCEEDANCES, AND CONTROL FAILURES WILL BE SUBMITTED TO THE BPA EC LEAD USING THE PROJECT COMPLETION FORM (PCF).

ABBREVIATIONS

APPROX	APPROXIMATE
BMP	BEST MANAGEMENT PRACTICES
BPA	BONNEVILLE POWER ADMINISTRATION
CY	CUBIC YARDS
DIA	DIAMETER
DBH	DIAMETER BREAST HEIGHT
EA	EACH
ELEV	ELEVATION
FT	FEET
HIP	HABITAT IMPROVEMENT PROGRAM
HORIZ	HORIZONTAL
IN	INCHES
INV	INVERT
LWM	LARGE WOODY MATERIAL
MAX	MAXIMUM
MIN	MINIMUM
OHW	ORDINARY HIGH WATER
%	PERCENT
RM	RIVER MILE
STA	STATION
TESC	TEMPORARY EROSION AND SEDIMENT CONTROL
TBD	TO BE DETERMINED
TYP	TYPICAL
VERT	VERTICAL
WSE	WATER SURFACE ELEVATION
YR	YEAR

QUANTITIES

TOTAL CUT	216 CY
TOTAL FILL	12 CY



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SITE: THE SHIRE ENHANCEMENT

TITLE: HIP GENERAL CONSERV. MEASURES CONT'D, ABBREVIATIONS & QUANTITIES

SCALE:	DATE:	DRAWN:	CHECKED:
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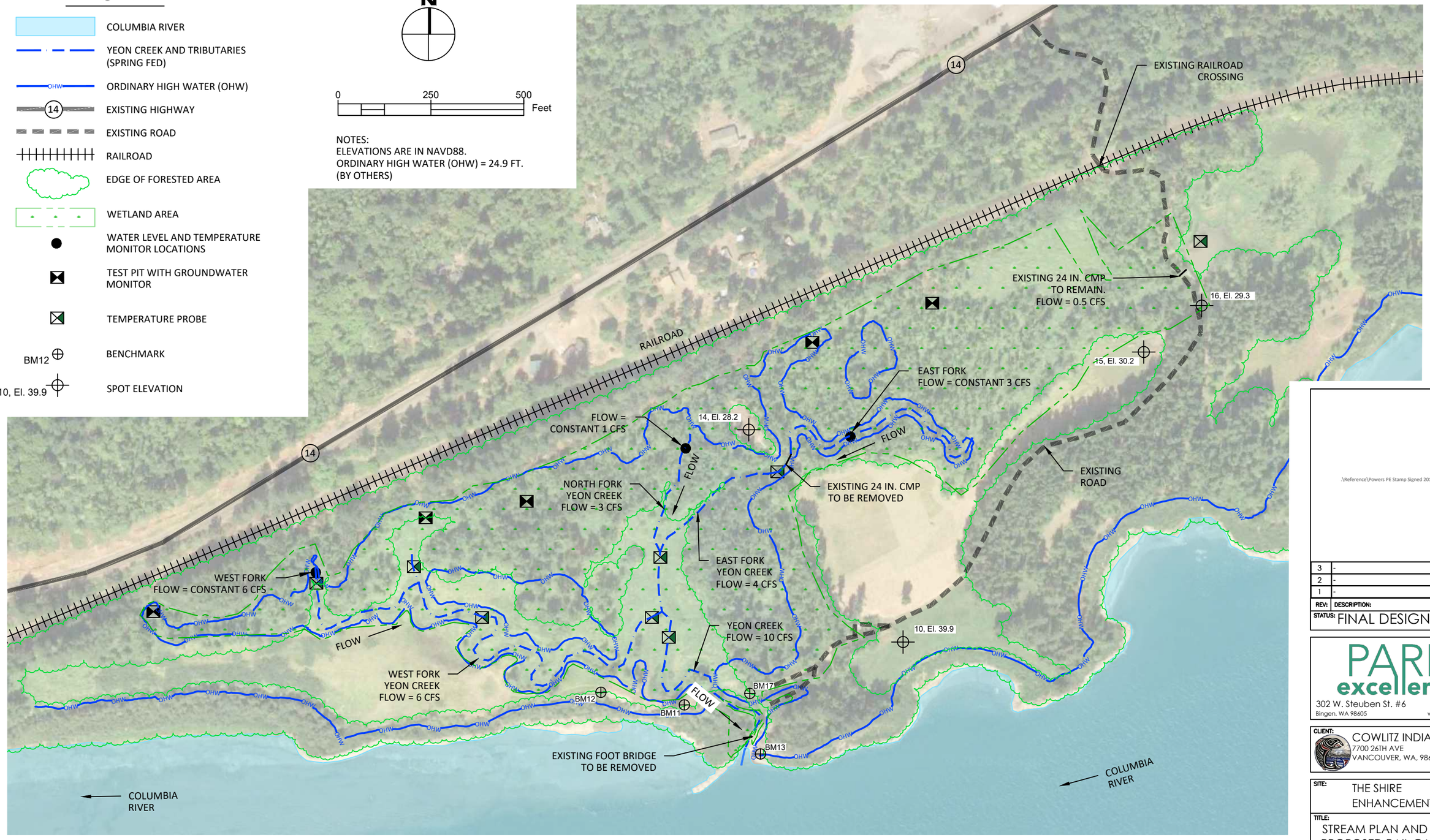
LEGEND

- COLUMBIA RIVER
- YEON CREEK AND TRIBUTARIES (SPRING FED)
- ORDINARY HIGH WATER (OHW)
- EXISTING HIGHWAY
- EXISTING ROAD
- RAILROAD
- EDGE OF FORESTED AREA
- WETLAND AREA
- WATER LEVEL AND TEMPERATURE MONITOR LOCATIONS
- TEST PIT WITH GROUNDWATER MONITOR
- TEMPERATURE PROBE
- BM12 — BENCHMARK
- 10, El. 39.9 — SPOT ELEVATION

N

0 250 500 Feet

NOTES:
ELEVATIONS ARE IN NAVD88.
ORDINARY HIGH WATER (OHW) = 24.9 FT.
(BY OTHERS)



SITE MAP - EXISTING CONDITIONS

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SITE: THE SHIRE ENHANCEMENT

TITLE: STREAM PLAN AND PROFILE - PROPOSED RAIL CAR BRIDGE CROSSING

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LEGEND

- COLUMBIA RIVER
- YEON CREEK AND TRIBUTARIES (SPRING FED)
- ORDINARY HIGH WATER (OHW)
- EXISTING HIGHWAY
- EXISTING ROAD
- TEMPORARY ACCESS ROAD
- RAILROAD
- LIMITS OF DISTURBANCE
- EDGE OF FORESTED AREA
- WETLAND AREA
- STAGING AND STOCKPILE
- TEMPORARY MODULAR BRIDGE

N

0 250 500 Feet

NOTES:
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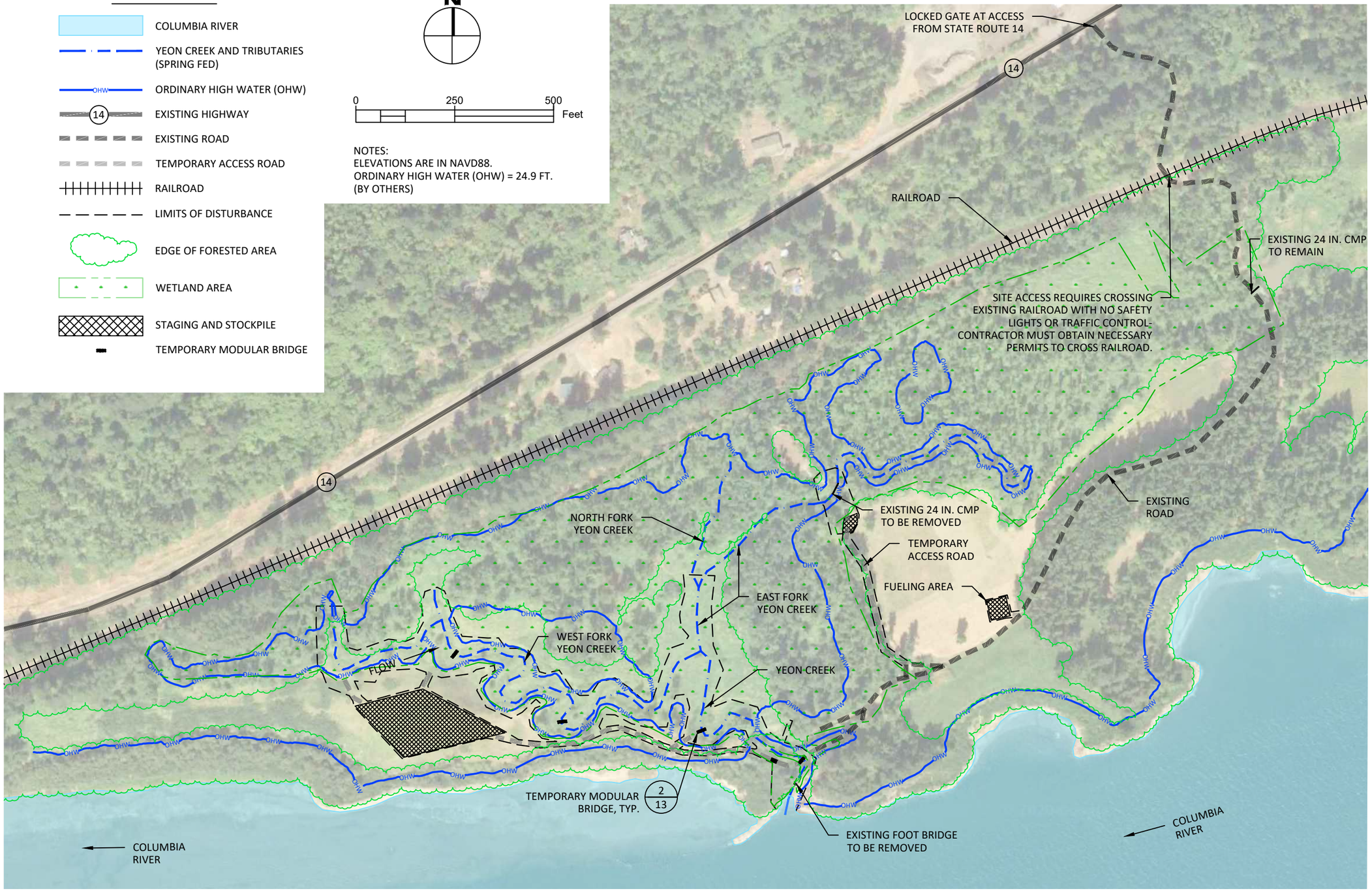
ORDINARY HIGH WATER (OHW) = 24.9 FT.
(BY OTHERS)



NOTES:
IN-WATER WORK FOR THIS PROJECT IS NOT ANTICIPATED TO COMMENCE UNTIL THE SUMMER OF 2026. "... IF IN-WATER WORK BEGINS IN 2026, HERBICIDE SPRAYING WOULD COMMENCE IN THE SPRING OF 2025 AND BE REPEATED IN THE FALL OF 2025 AND SPRING OF 2026." THE SEQUENCE CAN BE CALLED OUT WITHIN THE HATCHES OR WITH LEADERS, SUCH AS HERBICIDE TREATMENTS: SPRING 2025, FALL 2025, AND SPRING 2026. ACCESS AND STAGING: #1, IN-WATER WORK WINDOW (IWWW) 2026. WOOD PLACEMENTS IN VEGETATIVE TREATMENT AREAS: #2, IWWW-2026. YEON SPRINGS OUTLET, ASSOCIATED WOOD PLACEMENTS AND DISPOSAL AREA: #3, IWWW-2026. PLANTING AND SITE RESTORATION: #4 IWWW-2026.

WILLIAM P. NORRIS
STATE OF WASHINGTON
34576
REGISTERED PROFESSIONAL ENGINEER

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SITE: THE SHIRE ENHANCEMENT

TITLE: SITE MAP - ACCESS, STAGING, AND SEQUENCING

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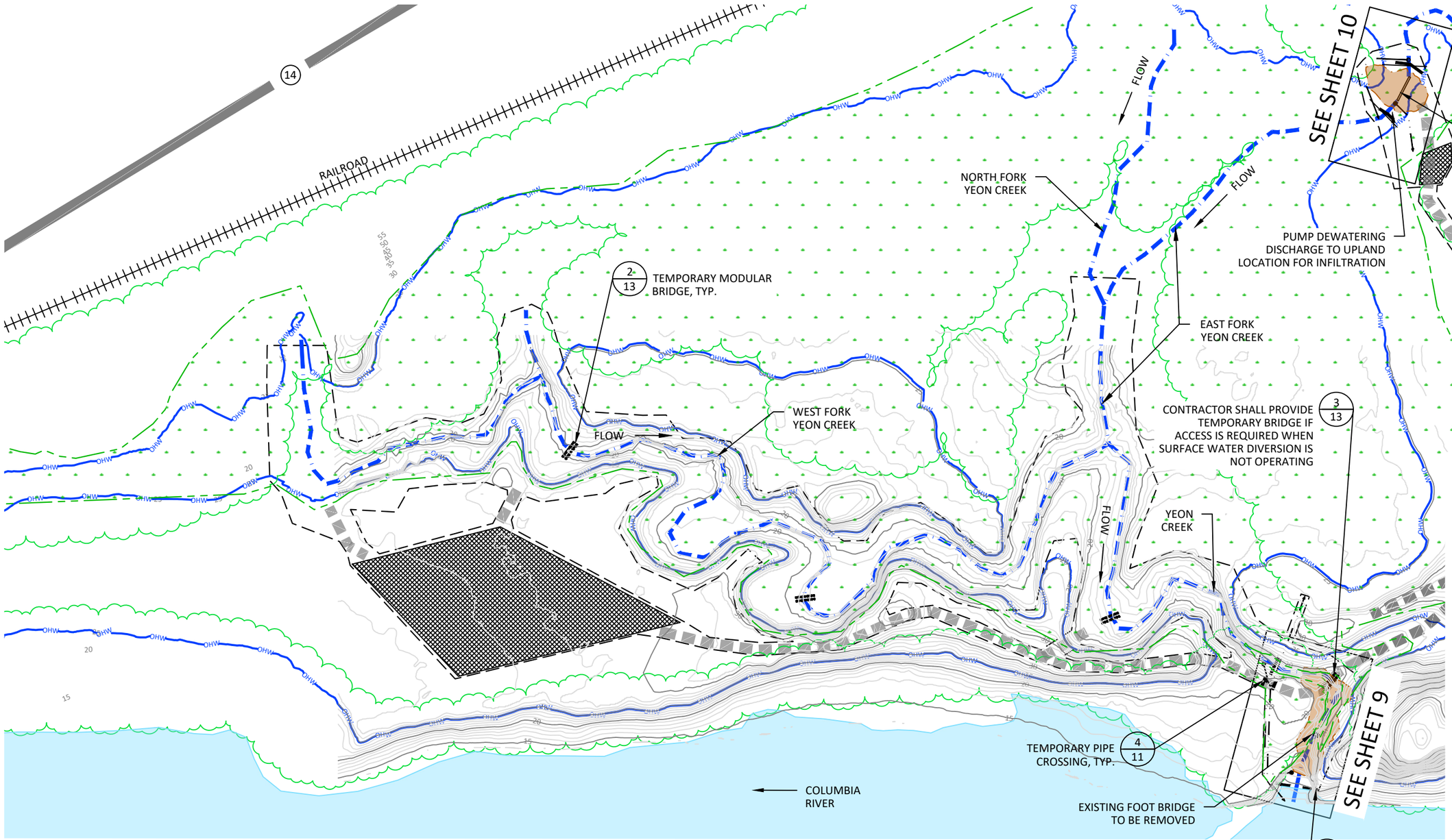
SITE MAP - ACCESS, STAGING, AND SEQUENCING



SITE MAP - DIVERSION PLAN

N

0 120 240 Feet

LEGEND

- COLUMBIA RIVER
- YEON CREEK AND TRIBUTARIES (SPRING FED)
- ORDINARY HIGH WATER (OHW)
- 14 EXISTING HIGHWAY
- TEMPORARY ACCESS ROAD
- RAILROAD
- EXISTING CONTOURS
- LIMITS OF DISTURBANCE
- DIVERSION PIPE
- DEWATERING PIPE
- TEMPORARY MODULAR BRIDGE
- TEMPORARY PIPE CROSSING
- WETLAND AREA
- EDGE OF FORESTED AREA
- STAGING AND STOCKPILE
- REGRADED AREA
- TEMPORARY DIVERSION

NOTES:
ELEVATIONS ARE IN NAVD88.
ORDINARY HIGH WATER (OHW) = 24.9 FT.
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TITLE: SITE MAP - DIVERSION PLAN

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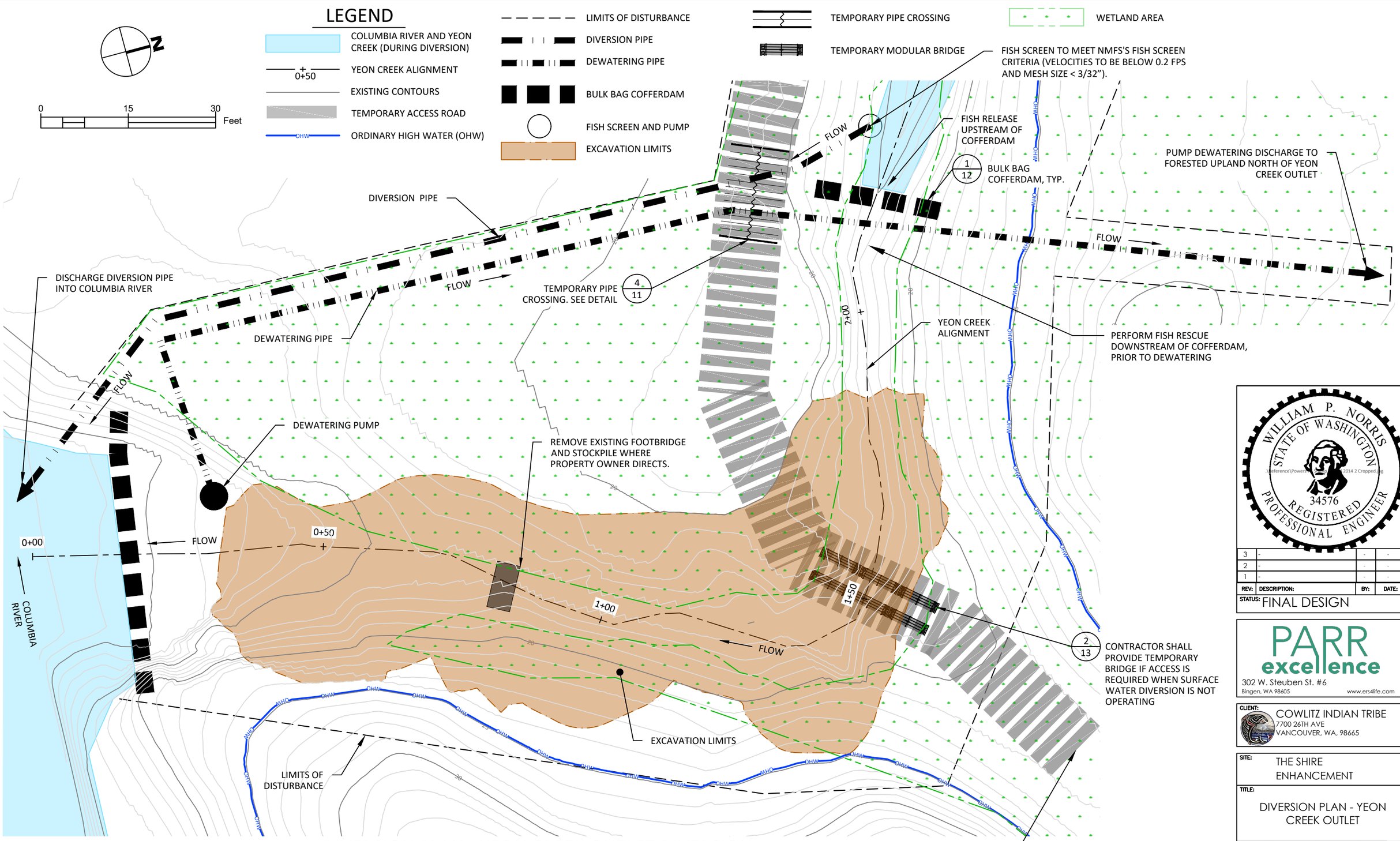

DIVERSION PLAN - YEON CREEK OUTLET DIVERSION

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NOTES:
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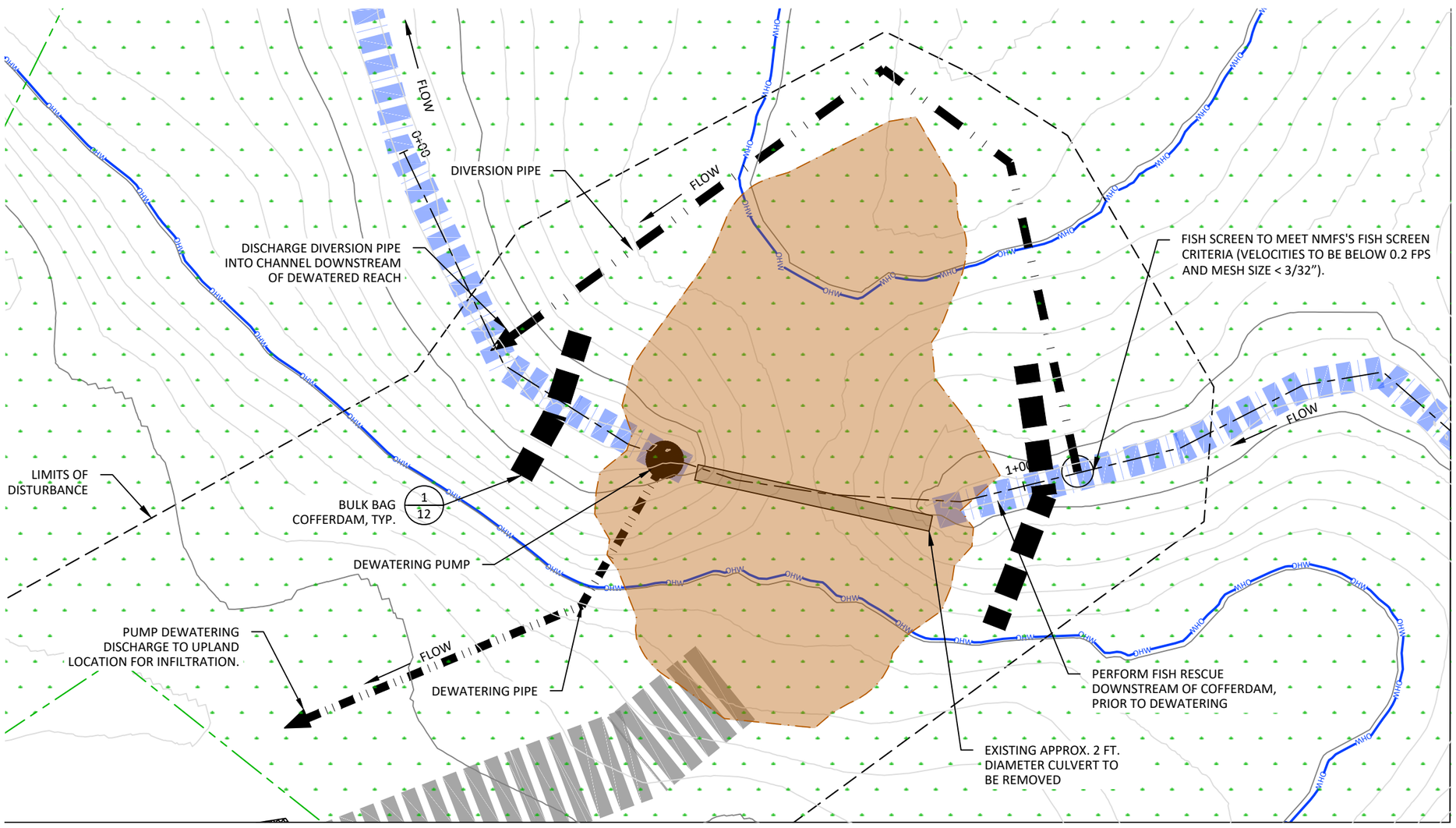

PLAN VIEW - EAST FORK YEON CREEK DIVERSION

LEGEND

- EXISTING CHANNEL
- EAST FORK YEON CREEK CROSSING ALIGNMENT (0+50)
- EXISTING CONTOURS
- TEMPORARY ACCESS ROAD
- ORDINARY HIGH WATER (OHW)
- LIMITS OF DISTURBANCE
- DIVERSION PIPE
- DEWATERING PIPE
- BULK BAG COFFERDAM
- FISH SCREEN AND PUMP
- EXCAVATION LIMITS
- WETLAND AREA

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TITLE: DIVERSION PLAN - BRIDGE CROSSING

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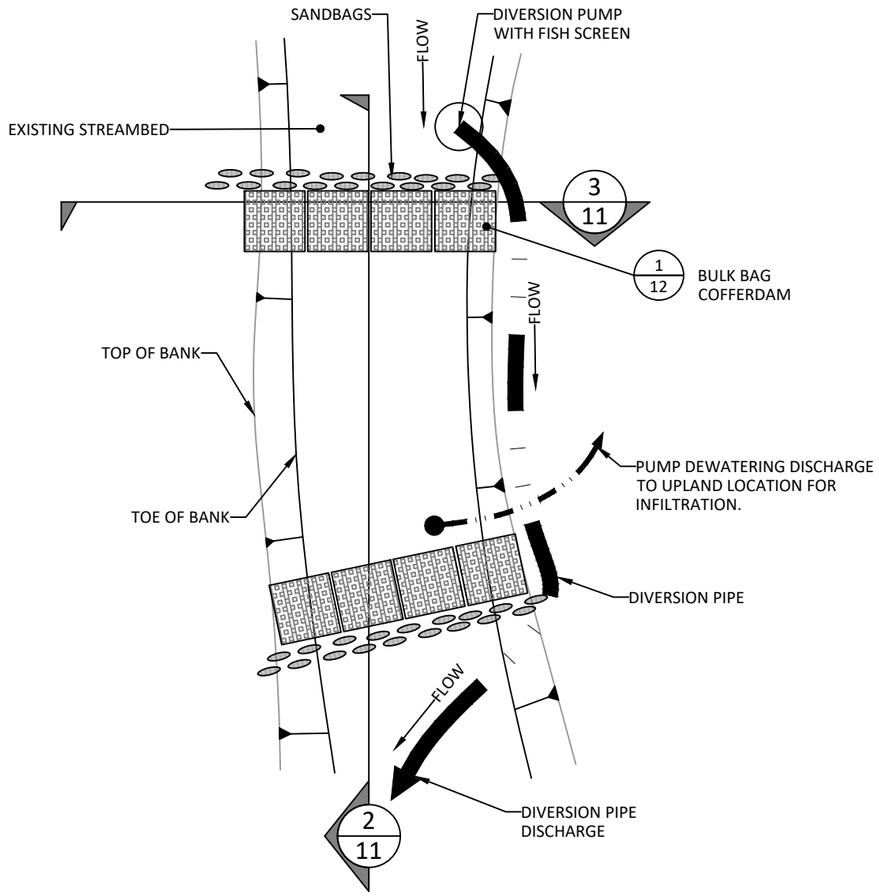
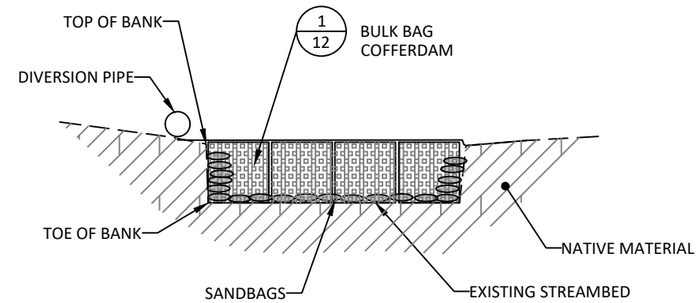


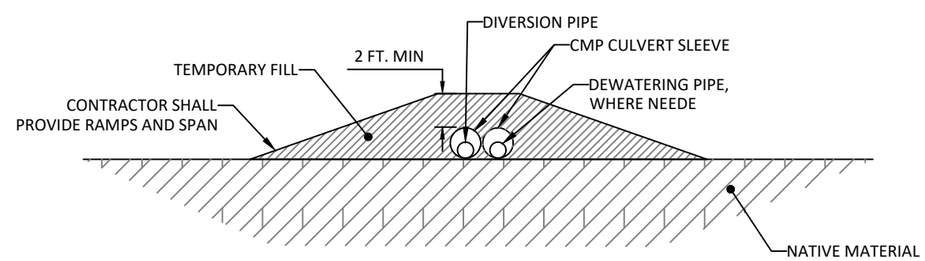
1/11 TYPICAL PLAN VIEW: DIVERSION

NOT TO SCALE



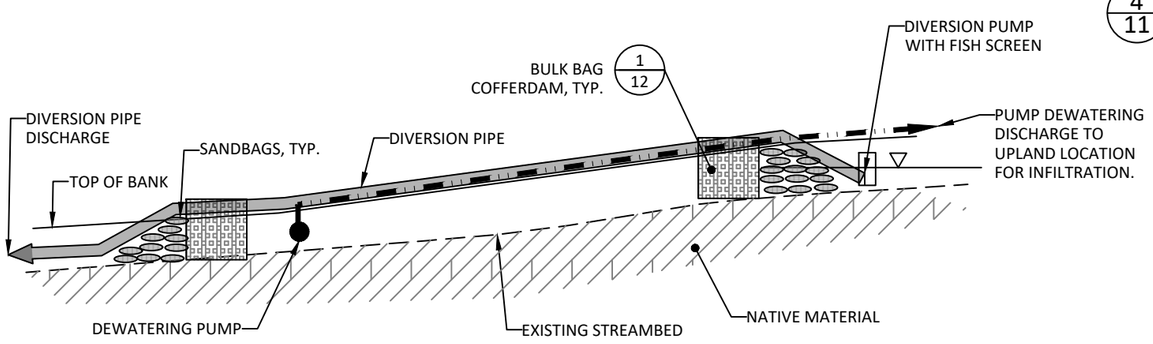
3/11 TYPICAL CROSS-SECTION: DIVERSION

NOT TO SCALE



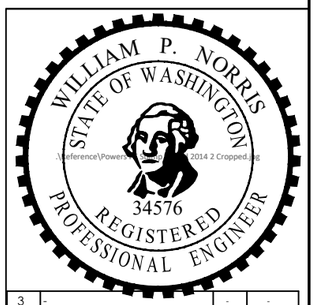
4/11 TYPICAL SECTION VIEW: TEMPORARY PIPE CROSSING

NOT TO SCALE



2/11 TYPICAL PROFILE: DIVERSION

NOT TO SCALE



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302 W. Steuben St. #6
Bingen, WA 98605
www.ers4life.com

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

SITE: THE SHIRE ENHANCEMENT

TITLE: TYPICAL DETAILS - DIVERSION AND TEMPORARY PIPE CROSSING

SCALE:	DATE:	DRAWN:	CHECKED:
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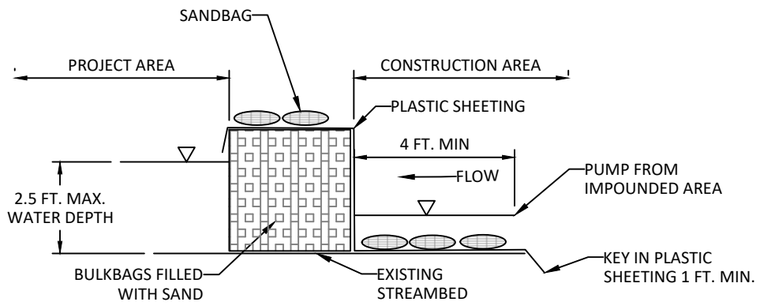
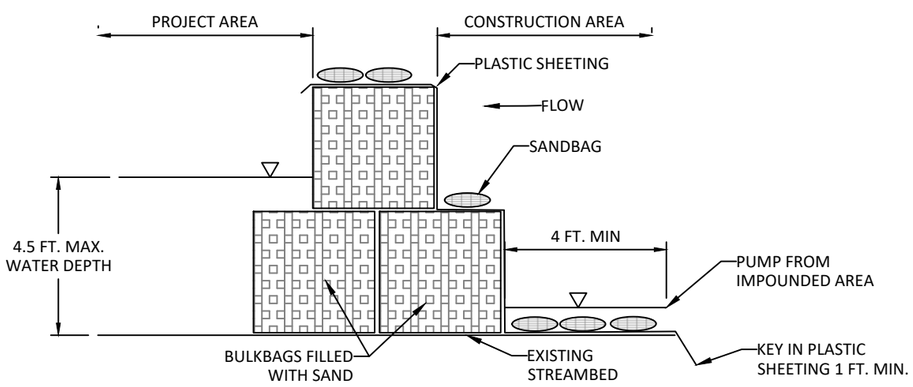
PROJ. NO:	DRAWING NO:	Total Sheets:
-	11	29



TYPICAL SECTION VIEW: SINGLE LAYER

NOT TO SCALE



TYPICAL SECTION VIEW: STACKED LAYERS

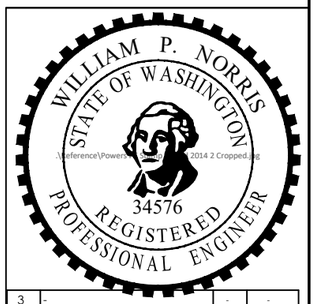
NOT TO SCALE

NOTES:

1. BULKBAG COFFERDAM IS A PRE-APPROVED METHOD FOR ISOLATING THE WORK AREA FROM SURFACE FLOWS. CONTRACTOR MAY SUBMIT ALTERNATE COFFERDAM DESIGN TO THE OWNER FOR REVIEW AND APPROVAL. ALTERNATE DESIGN SUBMITTAL SHALL INCLUDE SHOP DRAWINGS AND/OR MATERIALS DATA AND MANUFACTURER'S RECOMMENDATIONS.
2. BULKBAGS SHALL BE FILLED WITH SAND. PLACE FILLED BULKBAGS ADJACENT TO ONE ANOTHER TO CREATE A CONTINUOUS ROW THAT ISOLATES THE WORK AREA FROM SURFACE FLOWS.
3. IF WATER DEPTH EXCEEDS 85% OF THE BULKBAG HEIGHT, AN ADDITIONAL TOP ROW OF BULKBAGS SHALL BE INSTALLED, SUPPORTED BY TWO BOTTOM ROWS OF BULKBAGS.
4. BULKBAG COFFERDAM SHALL BE SEALED BY COVERING THE COFFERDAM WITH PLASTIC SHEETING HELD IN PLACE BY STANDARD SANDBAGS PLACED IN ROWS ON TOP OF COFFERDAM, AND AT TOE OF COFFERDAM. THE PLASTIC SHEETING SHALL BE DRAPED ALONG THE CHANNEL BOTTOM ON THE WORK AREA SIDE OF THE COFFERDAM WITH OUTWARD EDGE OF SHEETING MINIMUM 4-FEET FROM TOE OF COFFERDAM. THE DRAPED PORTION OF PLASTIC SHEETING SHALL BE PINNED TO THE CHANNEL BED BY MINIMUM TWO ROWS OF STANDARD SANDBAGS.
5. THE OUTWARD EDGE OF PLASTIC SHEETING ON WORK AREA SIDE SHALL BE TOED INTO THE CHANNEL BED MINIMUM 1-FT. TOEING IN THE OUTWARD EDGE OF PLASTIC SHEETING SHALL OCCUR AFTER THE COFFERDAM IS CLOSED TO PREVENT TURBIDITY RELEASE TO THE WATERWAY.
6. THE COFFERDAM SHALL BE TIGHTLY SEALED TO THE GROUND BY PLASTIC SHEETING AND STANDARD SANDBAGS. MULTIPLE LAYERS OF SHEETING AND SANDBAGS MAY BE REQUIRED TO FORM A WATERTIGHT SEAL.
7. BULKBAGS SHALL BE WATERPROOF CUBE-SHAPED POLYPROPYLENE WOVEN FABRIC BAGS WITH FULLY OPEN TOP, FLAT BOTTOM, FOUR LOOPS, MINIMUM 2-TON WEIGHT CAPACITY, MINIMUM 5:1 SAFETY FACTOR.
8. PLASTIC SHEETING SHALL BE MINIMUM 6-MIL THICKNESS. ROLL LENGTH SHALL BE LONG ENOUGH TO ENSURE THAT ENTIRE LENGTH OF COFFERDAM WILL BE COVERED WITHOUT A SEAM. MINIMUM 12-FT WIDE ROLL SHALL BE USED FOR SINGLE LAYER BULK BAG COFFERDAM. MINIMUM 16-FT WIDE ROLL SHALL BE USED FOR 2-LAYER STACKED BULKBAG COFFERDAM.
9. CONTRACTOR SHALL PROVIDE PUMPING SUFFICIENT FOR A NET INFLOW TO THE WORK AREA, AND DISCHARGE TURBID WATER TO UPLAND FLOODPLAIN.
10. BULKBAG COFFERDAM SHALL BE COMPLETELY REMOVED AFTER CONSTRUCTION IS COMPLETED AND TURBIDITY HAS BEEN REMOVED.
11. CONTRACTOR MAY PROPOSE ALTERNATIVE MEANS OF EQUIVALENT FUNCTION.

1/12 TYPICAL DETAIL: BULK BAG COFFERDAM

NOT TO SCALE



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SITE: THE SHIRE ENHANCEMENT

TITLE: TYPICAL DETAILS - BULK BAG COFFERDAM

SCALE:	DATE:	DRAWN:	CHECKED:
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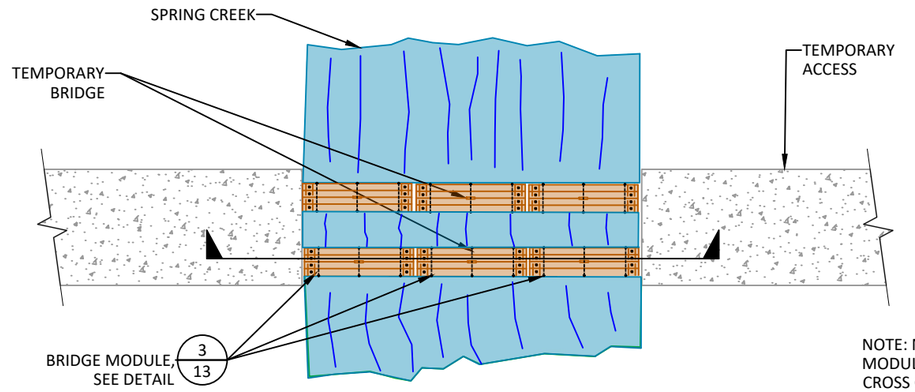
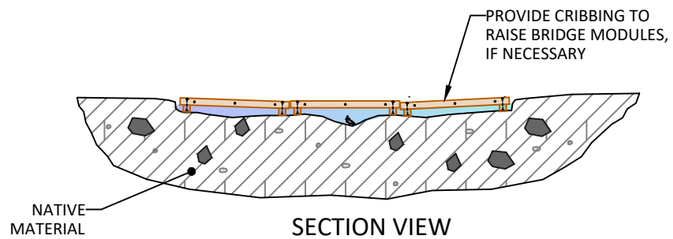
-	12	29



PLAN VIEW

NOTE: NUMBER OF MODULES REQUIRED TO CROSS CHANNEL MAY VARY FROM WHAT IS SHOWN.

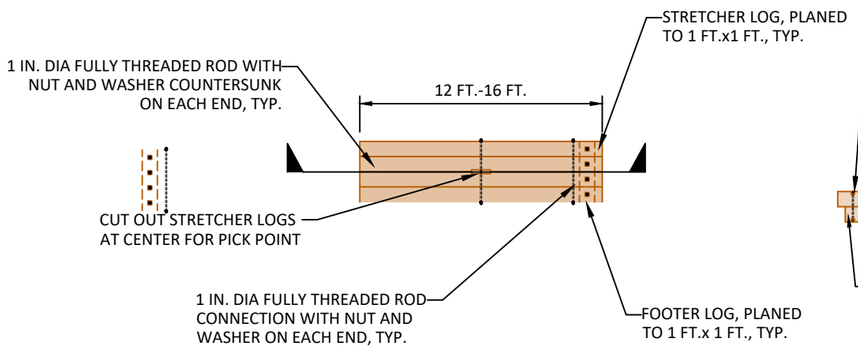


SECTION VIEW

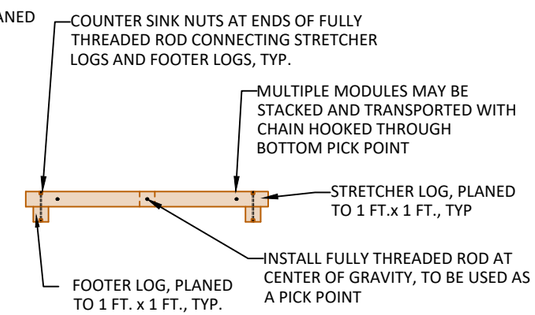
2/13 TYPICAL DETAIL - TEMPORARY MODULAR BRIDGE

NOT TO SCALE

NOTE: CONTRACTOR MAY PROPOSE ALTERNATIVE MEANS OF EQUIVALENT FUNCTION



PLAN VIEW

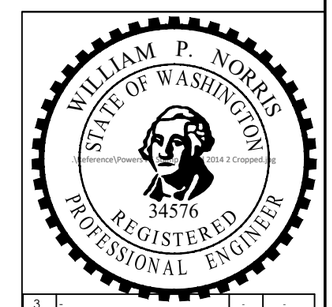


SECTION VIEW

NOTE:
MULTIPLE MODULES TO BE USED IN TWO ROWS PLACED END TO END, AS NECESSARY TO CROSS ACTIVE CHANNEL.

3/13 TYPICAL DETAIL - BRIDGE MODULE

NOT TO SCALE



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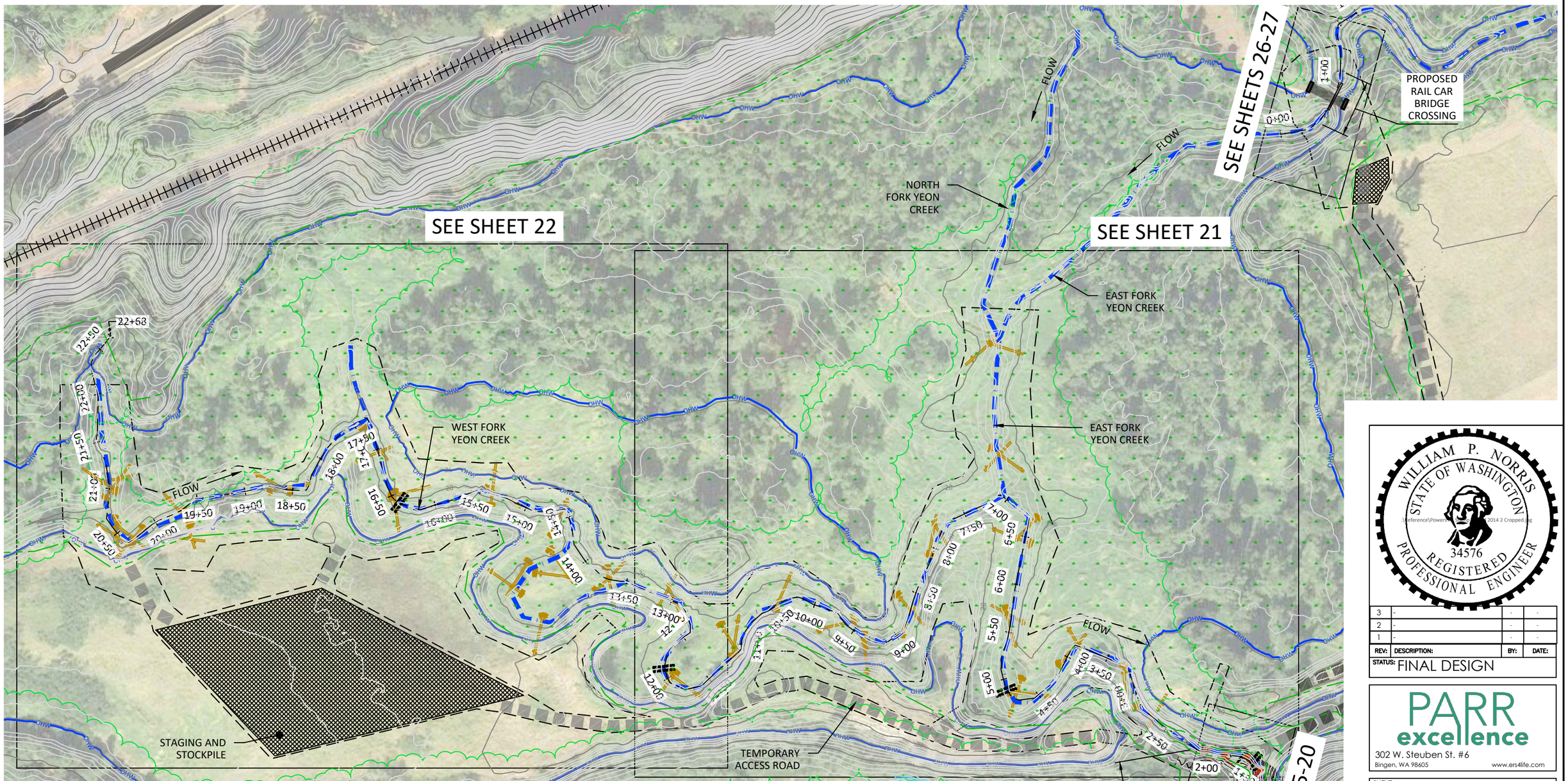
SITE: THE SHIRE ENHANCEMENT

TITLE: TYPICAL DETAILS - SILT FENCE AND TEMPORARY MODULAR BRIDGE

SCALE:	DATE: 12/30/25	DRAWN: RP, LV, PW	CHECKED: WN
PROJ. NO: -	DRAWING NO: 13		Total Sheets: 29



LEGEND

- COLUMBIA RIVER
- RAILROAD
- YEON CREEK ALIGNMENT (0+50)
- YEON CREEK AND TRIBUTARIES (SPRING FED)
- TEMPORARY ACCESS ROAD
- LIMITS OF DISTURBANCE
- EXISTING CONTOUR LINES
- PROPOSED CONTOUR LINES
- ORDINARY HIGH WATER (OHW)
- TEMPORARY MODULAR BRIDGE
- STAGING AND STOCKPILE
- FLOODPLAIN WOOD PLACEMENT
- YEON CREEK OUTLET WOOD PLACEMENT
- WETLAND AREA

N

0 100 200 Feet

NOTES:
ELEVATIONS ARE IN NAVD88.
ORDINARY HIGH WATER (OHW) = 24.9 FT.
(BY OTHERS)

SITE MAP - PROPOSED CONDITIONS

WILLIAM P. NORRIS
STATE OF WASHINGTON
34576
REGISTERED PROFESSIONAL ENGINEER

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SITE: THE SHIRE ENHANCEMENT

TITLE: SITE MAP - PROPOSED CONDITIONS

SCALE:	DATE:	DRAWN:	CHECKED:
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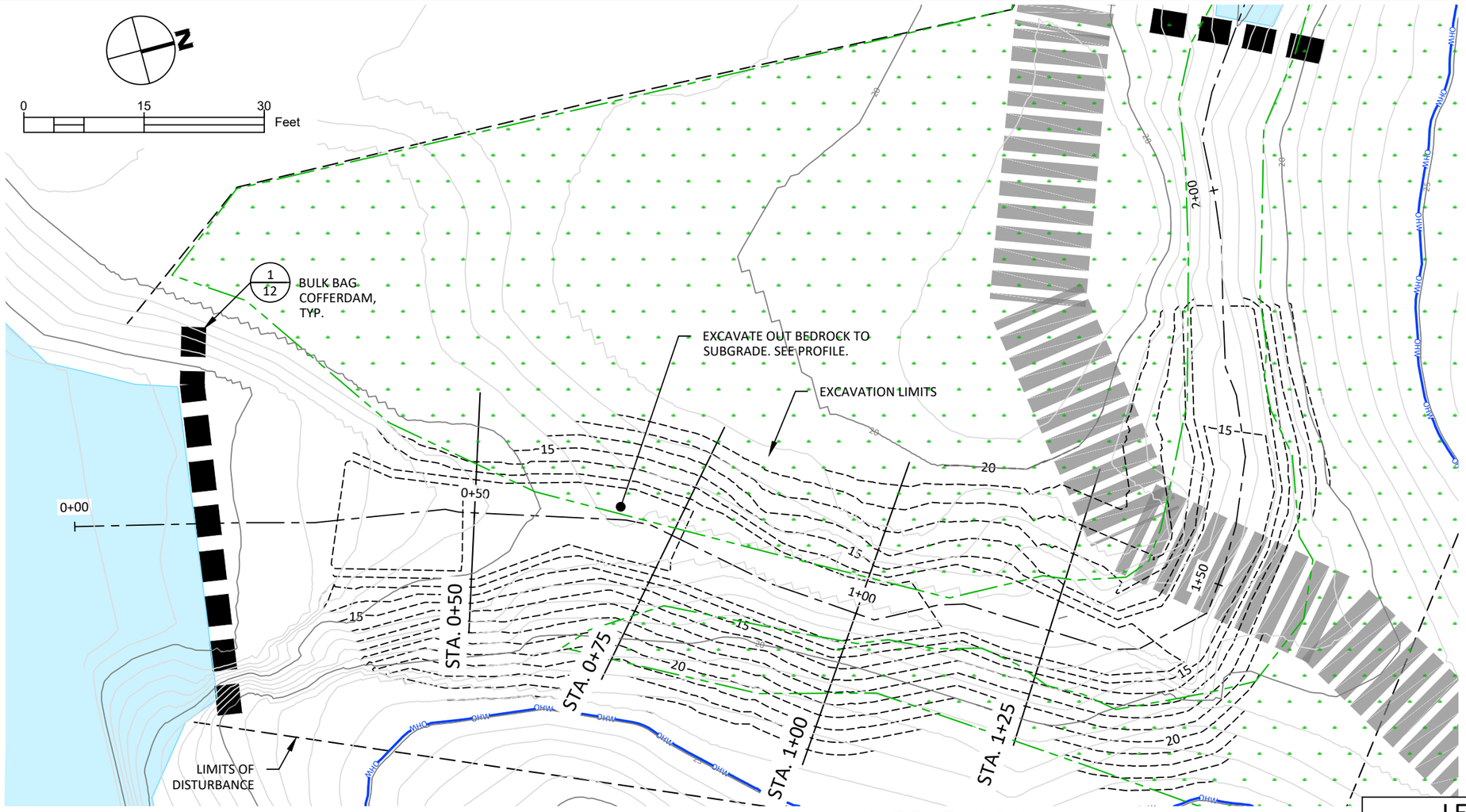
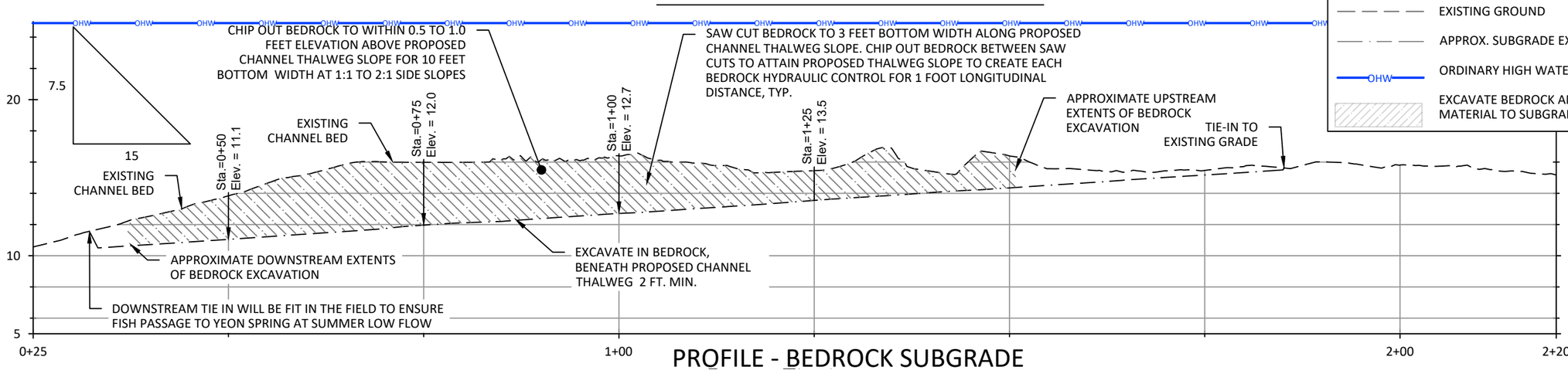
PROJ. NO:	DRAWING NO:	Total Sheets:
-	14	29



PLAN VIEW - BEDROCK SUBGRADE



PROFILE - BEDROCK SUBGRADE

LEGEND

- COLUMBIA RIVER AND YEON CREEK (DURING DEWATERING)
- YEON CREEK ALIGNMENT (0+50)
- EXISTING CONTOURS
- PROPOSED SUBGRADE CONTOURS
- EDGE OF EXCAVATION
- STA. 1+25 — CROSS-SECTION LOCATION
- TEMPORARY ACCESS ROAD
- LIMITS OF DISTURBANCE
- OHW — ORDINARY HIGH WATER (OHW)
- BULK BAG COFFERDAM
- WETLAND AREA

NOTES:
ELEVATIONS ARE IN NAVD88.
ORDINARY HIGH WATER (OHW) = 24.9 FT. (BY OTHERS)

LEGEND

- EXISTING GROUND
- APPROX. SUBGRADE EXTENTS
- OHW — ORDINARY HIGH WATER (OHW)
- EXCAVATE BEDROCK AND NATIVE MATERIAL TO SUBGRADE

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STATE OF WASHINGTON
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SITE: THE SHIRE ENHANCEMENT

TITLE: PLAN AND PROFILE - BEDROCK SUBGRADE

SCALE:	DATE:	DRAWN:	CHECKED:
	12/30/25	RP, LV, PW	WN

PROJ. NO:	DRAWING NO:	Total Sheets:
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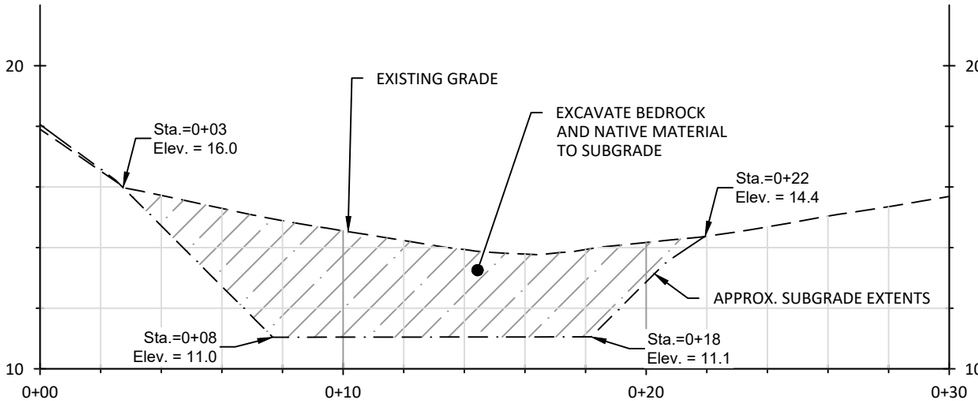
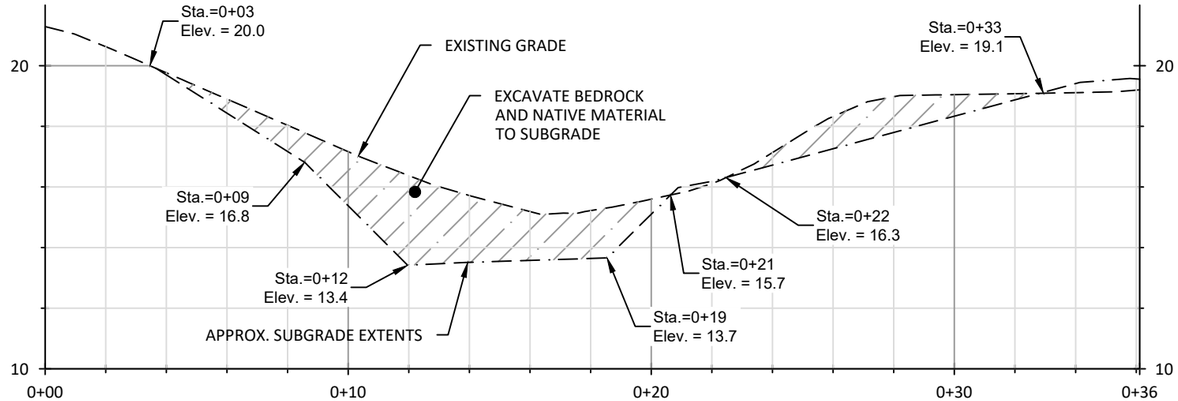
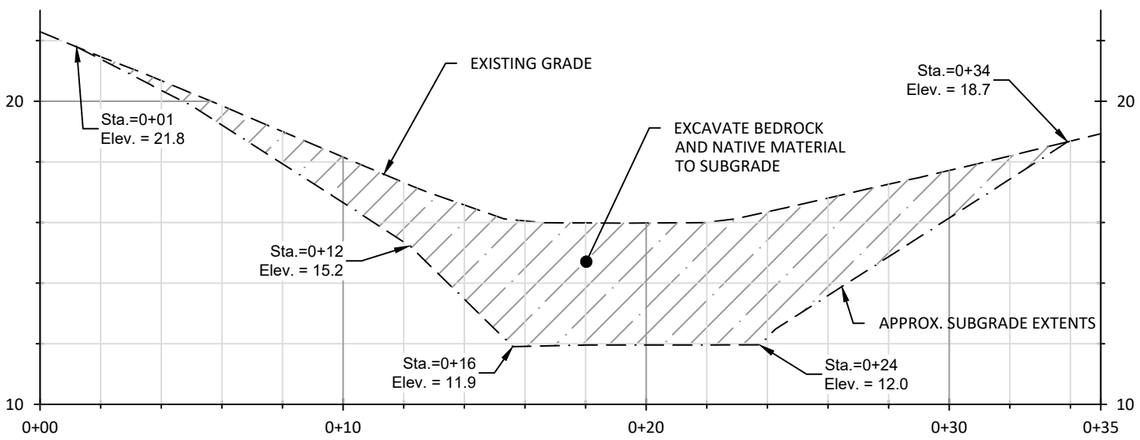


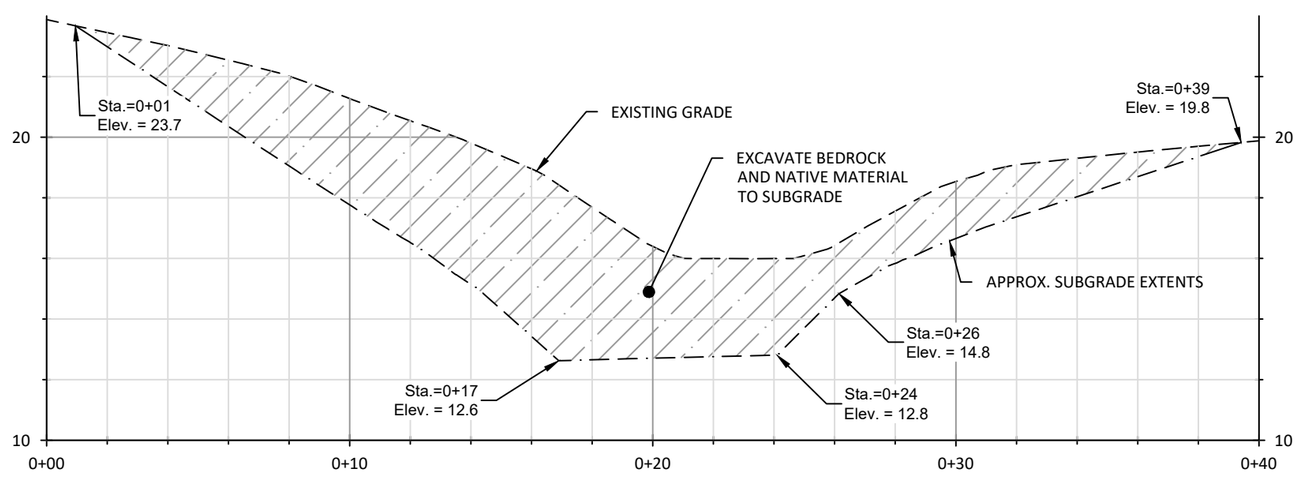
YEON CREEK OUTLET SUBGRADE CROSS-SECTION STA. 0+50



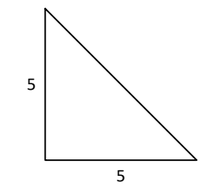
YEON CREEK OUTLET SUBGRADE CROSS-SECTION STA. 1+25



YEON CREEK OUTLET SUBGRADE CROSS-SECTION STA. 0+75

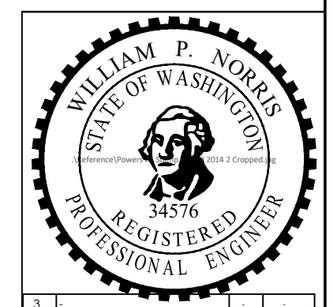


YEON CREEK OUTLET SUBGRADE CROSS-SECTION STA. 1+00



LEGEND

- EXISTING GROUND
- APPROX. SUBGRADE EXTENTS
- EXCAVATE BEDROCK AND NATIVE MATERIAL TO SUBGRADE



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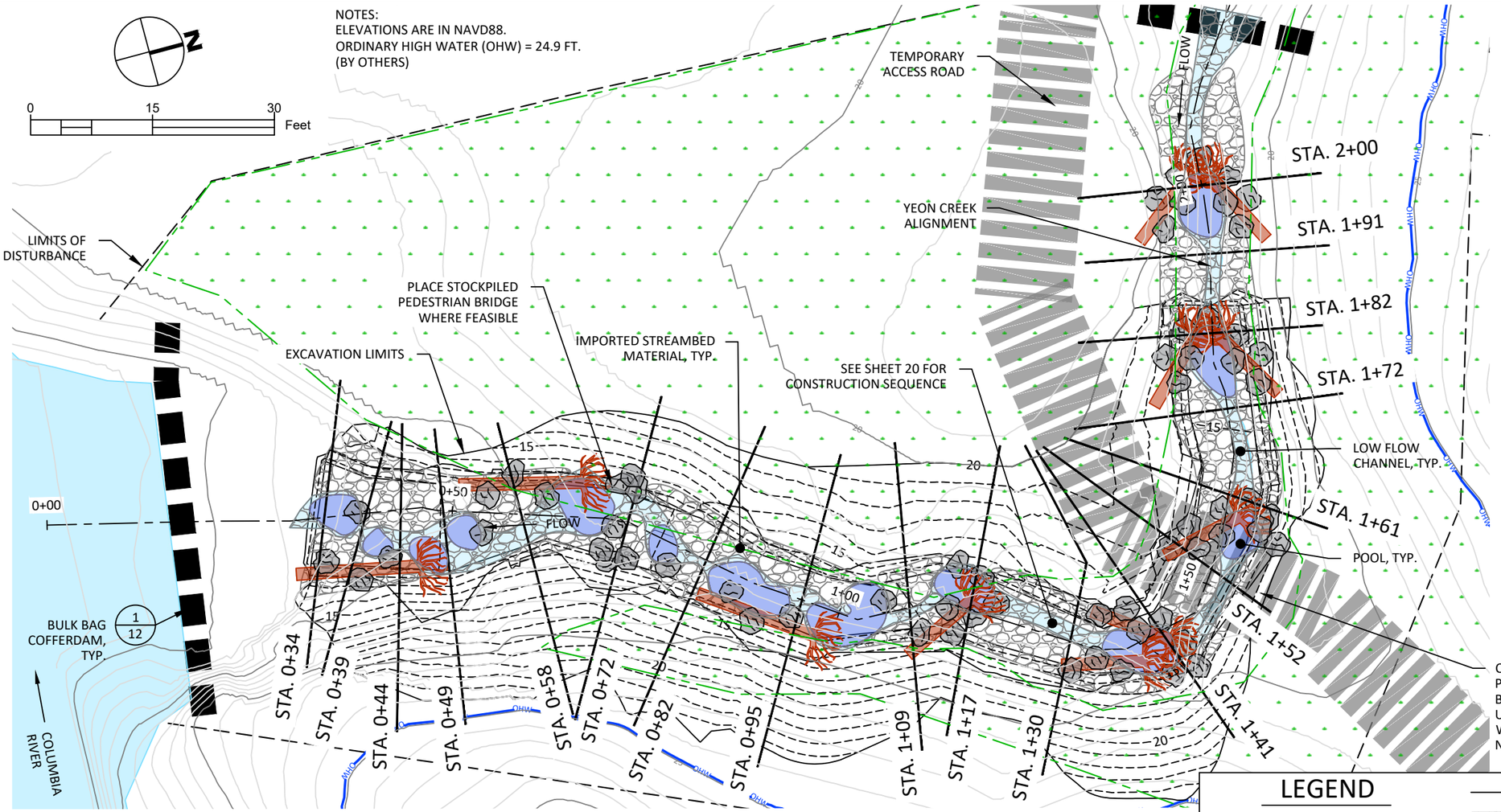
SITE: THE SHIRE ENHANCEMENT

TITLE: GRADING CROSS-SECTIONS - YEON CREEK OUTLET BEDROCK REMOVAL

SCALE:	DATE:	DRAWN:	CHECKED:
	12/30/25	RP, LV, PW	WN

PROJ. NO:	DRAWING NO:	Total Sheets:
-	16	29

NOTES:
ELEVATIONS ARE IN NAVD88.
ORDINARY HIGH WATER (OHW) = 24.9 FT.
(BY OTHERS)

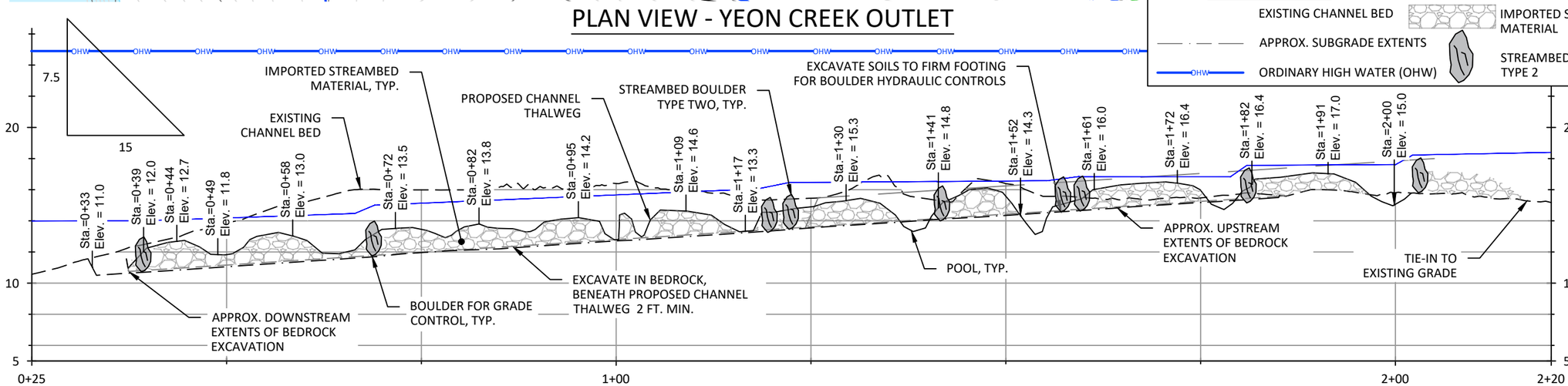


PLAN VIEW - YEON CREEK OUTLET

LEGEND

- COLUMBIA RIVER
- YEON CREEK ALIGNMENT (0+50)
- EXISTING CONTOURS
- PROPOSED SUBGRADE CONTOURS
- EDGE OF EXCAVATION
- STA. 1+25 — CROSS-SECTION LOCATION
- TEMPORARY ACCESS ROAD
- LIMITS OF DISTURBANCE
- OHW — ORDINARY HIGH WATER (OHW)
- WETLAND AREA
- ROOTWAD
- STREAMBED BOULDER, TYPE 2
- IMPORTED STREAMBED MATERIAL
- POOL
- LOW FLOW CHANNEL
- COFFERDAM

NOTES:
1. SPECIFIC LOCATION, ALIGNMENT, AND ELEVATION OF LOGS AND BOULDERS ARE SUBJECT TO CHANGE BASED ON MATERIALS DELIVERED AND FIELD CONDITIONS.
2. SEE SHEET 31 FOR IMPORTED STREAMBED MATERIAL GRADATIONS.



PROFILE VIEW - YEON CREEK OUTLET

LEGEND

- EXISTING CHANNEL BED
- APPROX. SUBGRADE EXTENTS
- OHW — ORDINARY HIGH WATER (OHW)
- PROPOSED CHANNEL BED
- IMPORTED STREAMBED MATERIAL
- STREAMBED BOULDER, TYPE 2

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STATE OF WASHINGTON
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SITE: THE SHIRE ENHANCEMENT

TITLE: PLAN AND PROFILE VIEW - YEON CREEK OUTLET

SCALE:	DATE:	DRAWN:	CHECKED:
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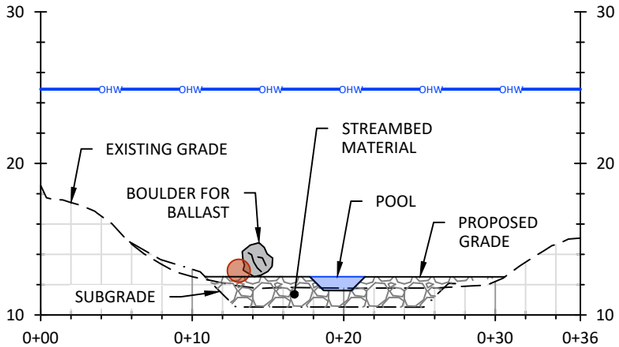
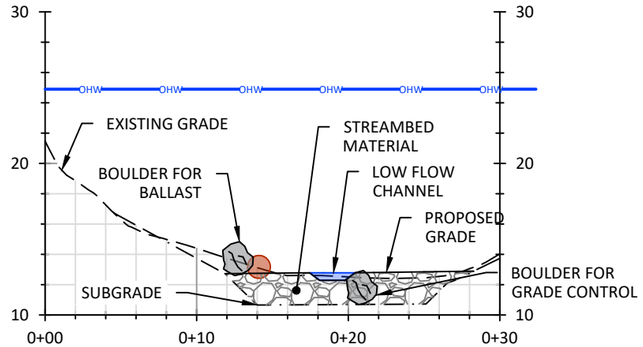
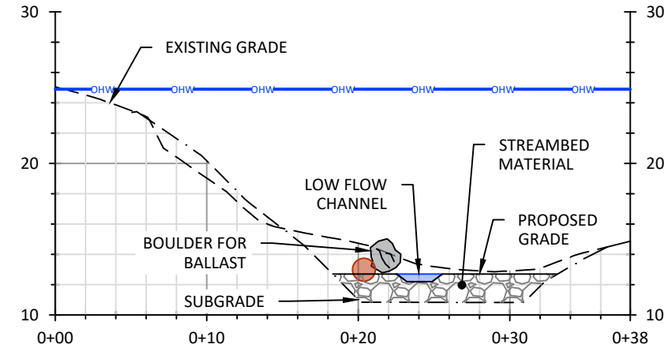


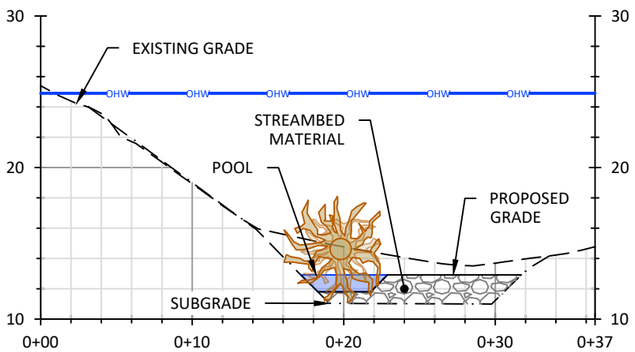
PROPOSED YEON CREEK OUTLET STA. 0+34



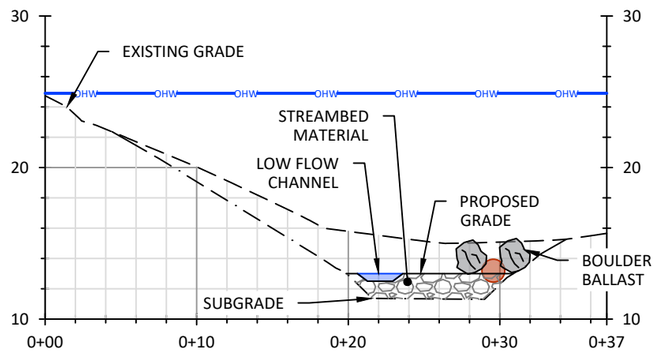
PROPOSED YEON CREEK OUTLET STA. 0+39



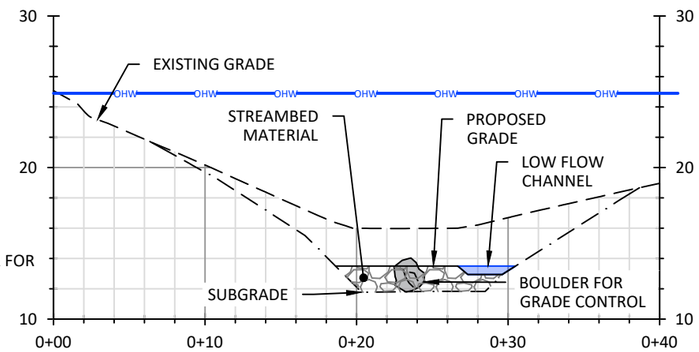
PROPOSED YEON CREEK OUTLET STA. 0+44



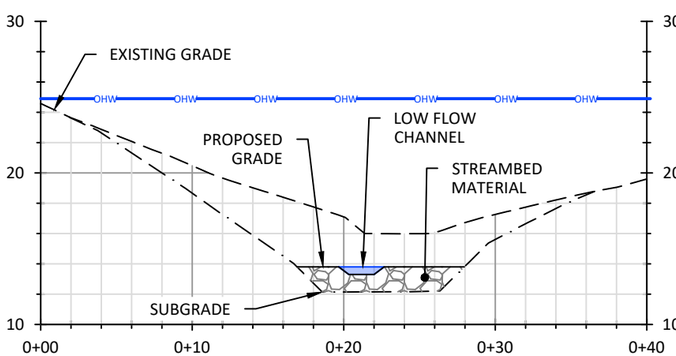
PROPOSED YEON CREEK OUTLET STA. 0+49



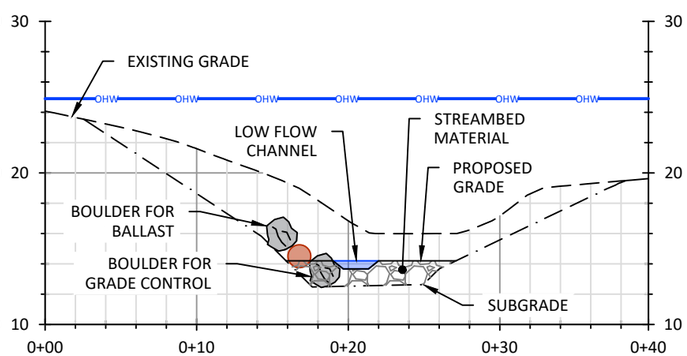
PROPOSED YEON CREEK OUTLET STA. 0+58



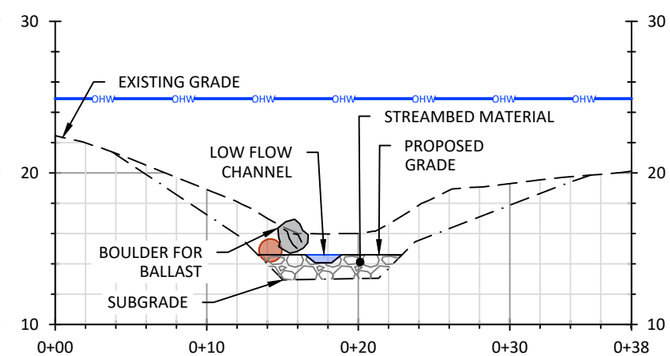
PROPOSED YEON CREEK OUTLET STA. 0+72



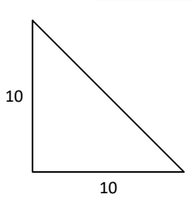
PROPOSED YEON CREEK OUTLET STA. 0+82



PROPOSED YEON CREEK OUTLET STA. 0+95



PROPOSED YEON CREEK OUTLET STA. 1+09

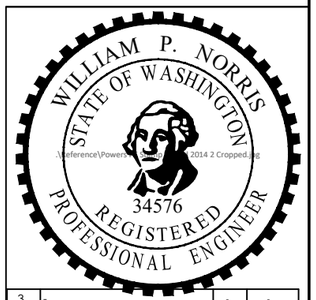


GRADING CROSS SECTIONS - YEON CREEK OUTLET

LEGEND

- EXISTING GROUND
- PROPOSED GROUND
- PROPOSED SUBGRADE
- ORDINARY HIGH WATER (OHW)
- IMPORTED STREAMBED MATERIAL
- PROPOSED LOW FLOW CHANNEL
- STREAMBED BOULDER, TYPE 2
- ROOTWAD
- ROOTWAD BOLE

NOTE: SPECIFIC LOCATION, ALIGNMENT, AND ELEVATION OF LOGS AND BOULDERS ARE SUBJECT TO CHANGE BASED ON MATERIALS DELIVERED AND FIELD CONDITIONS.



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SITE: THE SHIRE ENHANCEMENT

TITLE: GRADING CROSS-SECTIONS - YEON CREEK OUTLET

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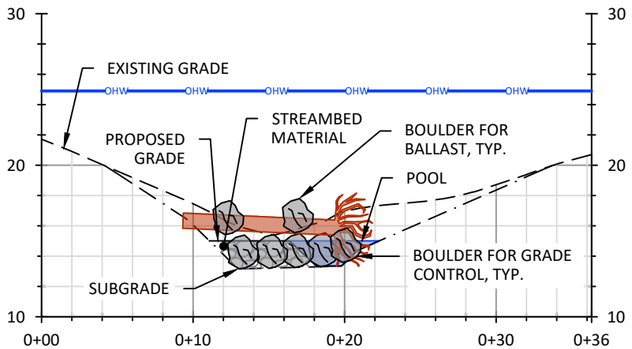
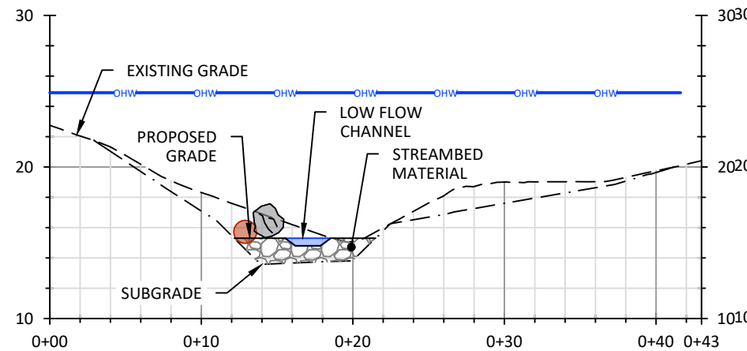
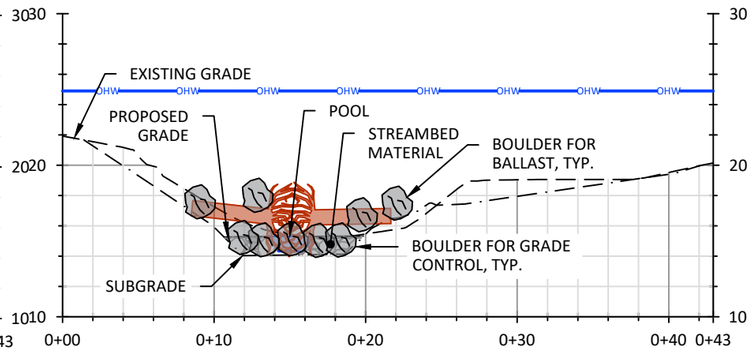


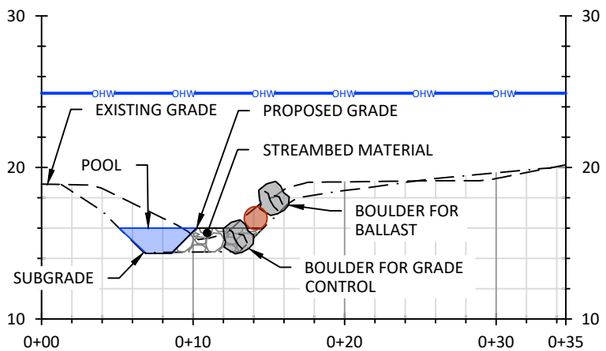
PROPOSED YEON CREEK OUTLET STA. 1+17



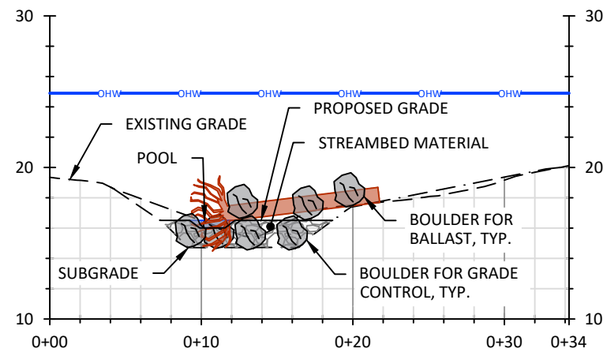
PROPOSED YEON CREEK OUTLET STA. 1+30



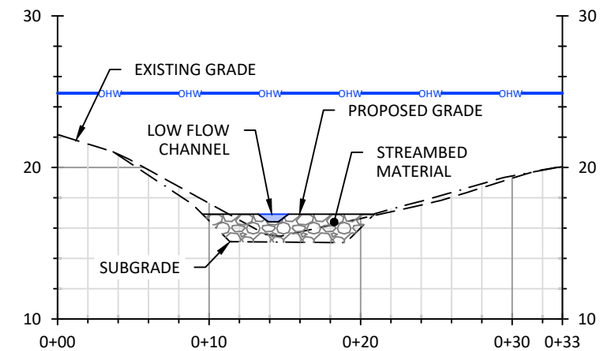
PROPOSED YEON CREEK OUTLET STA. 1+41



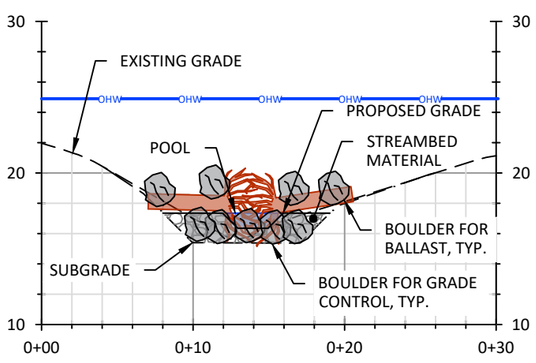
PROPOSED YEON CREEK OUTLET STA. 1+52



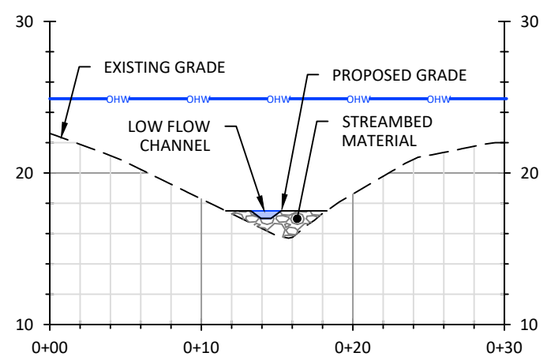
PROPOSED YEON CREEK OUTLET STA. 1+61



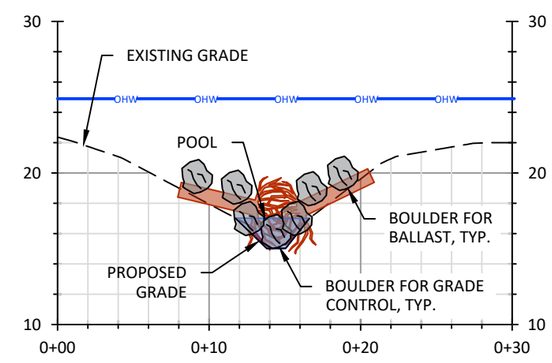
PROPOSED YEON CREEK OUTLET STA. 1+72



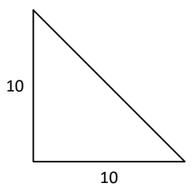
PROPOSED YEON CREEK OUTLET STA. 1+82



PROPOSED YEON CREEK OUTLET STA. 1+91



PROPOSED YEON CREEK OUTLET STA. 2+00



GRADING CROSS SECTIONS - YEON CREEK OUTLET

LEGEND

- EXISTING GROUND
- PROPOSED GROUND
- PROPOSED SUBGRADE
- ORDINARY HIGH WATER (OHW)
- IMPORTED STREAMBED MATERIAL
- PROPOSED LOW FLOW CHANNEL
- STREAMBED BOULDER, TYPE 2
- ROOTWAD
- ROOTWAD BOLE

NOTE: SPECIFIC LOCATION, ALIGNMENT, AND ELEVATION OF LOGS AND BOULDERS ARE SUBJECT TO CHANGE BASED ON MATERIALS DELIVERED AND FIELD CONDITIONS.

WILLIAM P. NORRIS
STATE OF WASHINGTON
34576
REGISTERED PROFESSIONAL ENGINEER

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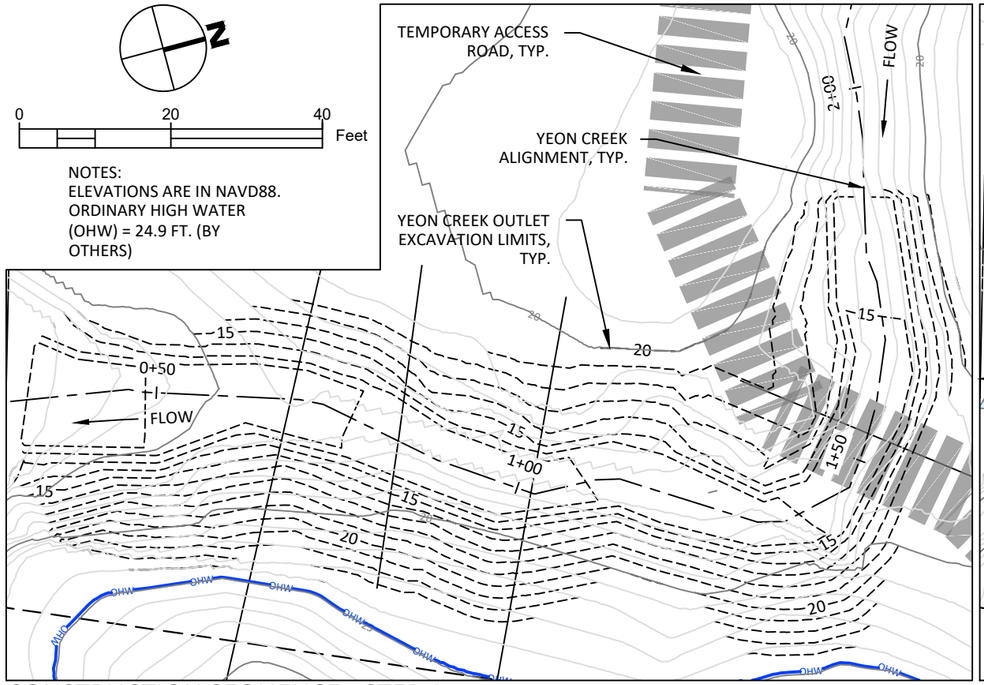
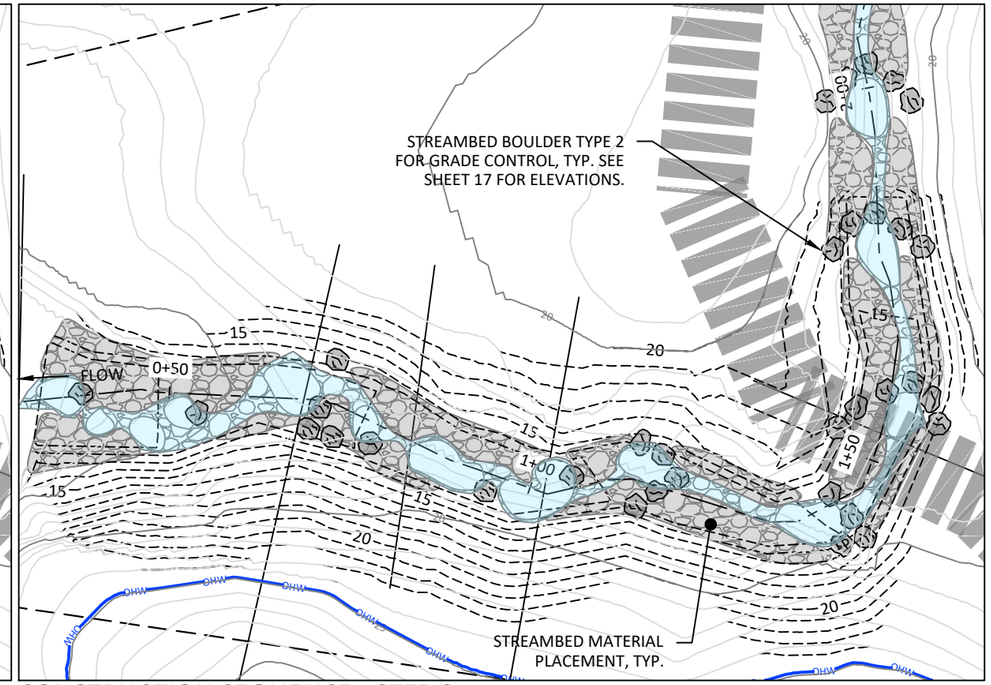
-	19	29

0 20 40 Feet

NOTES:
ELEVATIONS ARE IN NAVD88.
ORDINARY HIGH WATER (OHW) = 24.9 FT. (BY OTHERS)



CONSTRUCTION SEQUENCE - STEP 1
EXCAVATE BEDROCK TO SUBGRADE

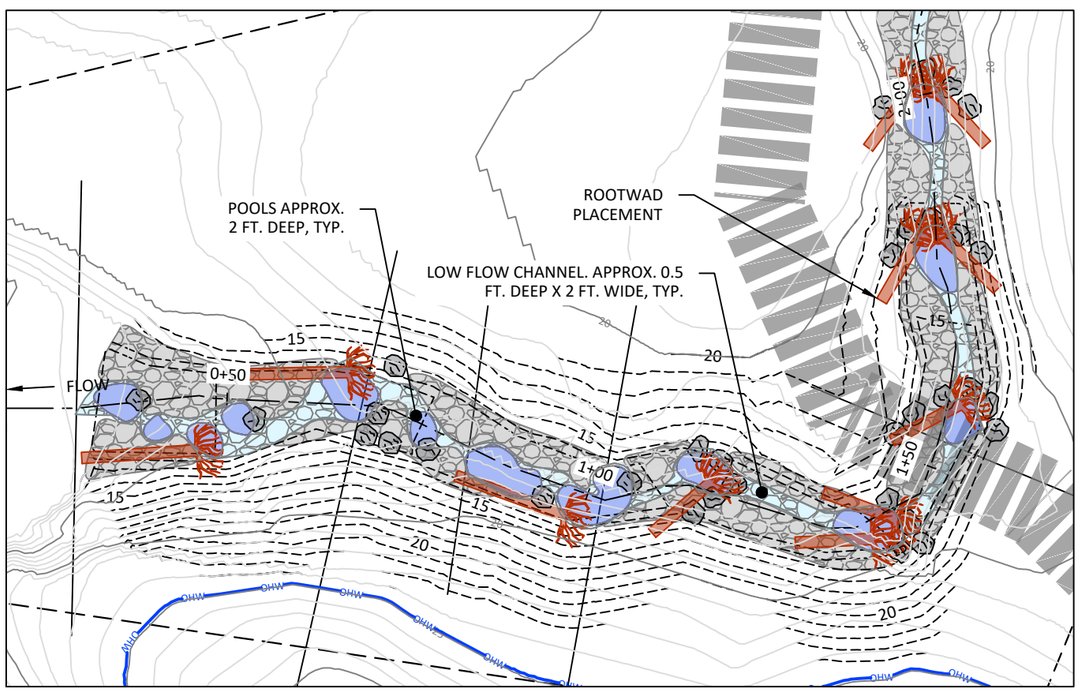


CONSTRUCTION SEQUENCE - STEP 2
INSTALL GRADE CONTROL BOULDERS AND STREAMBED MATERIAL

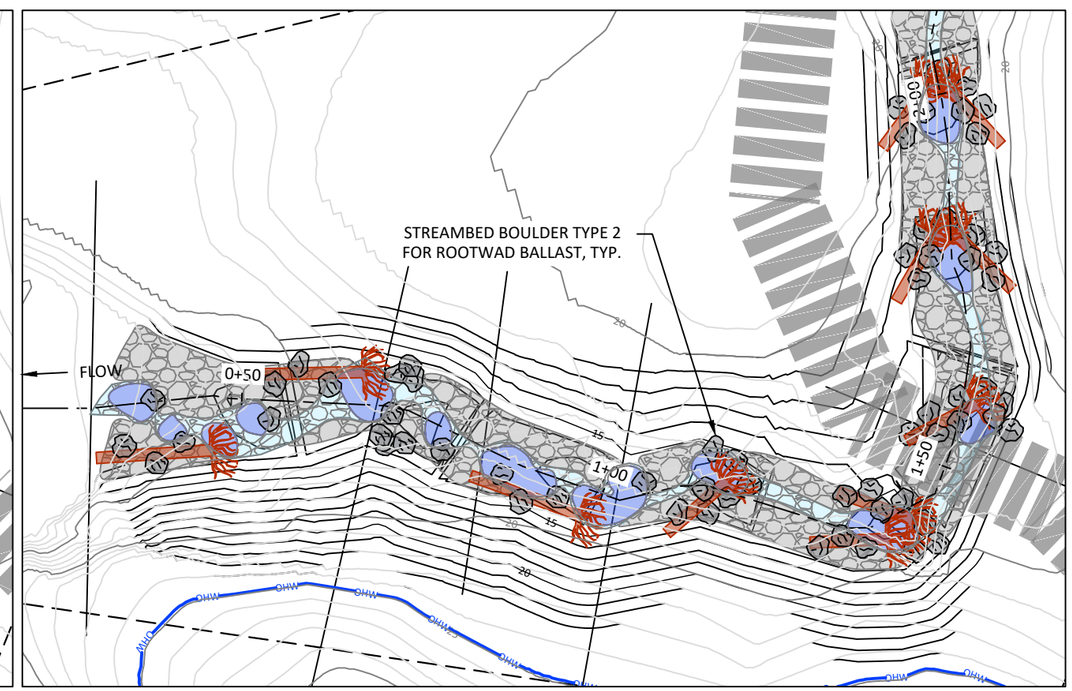
LEGEND

- YEON CREEK ALIGNMENT (0+50)
- EXISTING CONTOURS
- PROPOSED CONTOURS
- PROPOSED SUBGRADE CONTOURS
- EDGE OF EXCAVATION
- STA. 1+25 CROSS SECTION
- TEMPORARY ACCESS ROAD
- LIMITS OF DISTURBANCE
- OHW ORDINARY HIGH WATER (OHW)
- ROOTWAD
- STREAMBED BOULDER, TYPE TWO
- IMPORTED STREAMBED MATERIAL
- POOL
- LOW FLOW CHANNEL
- PEDESTRIAN BRIDGE FROM STOCKPILE

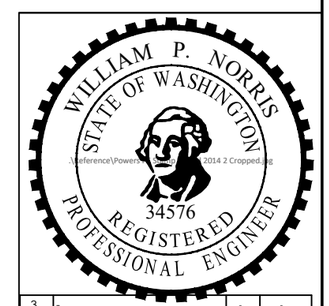
NOTES:
1. SPECIFIC LOCATION, ALIGNMENT, AND ELEVATION OF LOGS AND BOULDERS ARE SUBJECT TO CHANGE BASED ON MATERIALS DELIVERED AND FIELD CONDITIONS.
2. STEPS 2 AND 3 MAY OCCUR SIMULTANEOUSLY.



CONSTRUCTION SEQUENCE - STEP 3
INSTALL ROOTWADS, SHAPE LOW FLOW CHANNEL AND POOLS



CONSTRUCTION SEQUENCE - STEP 4
BALLAST ROOTWADS WITH STREAMBED BOULDERS, REPLACE PEDESTRIAN BRIDGE



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TITLE: CONSTRUCTION SEQUENCE - YEON CREEK OUTLET

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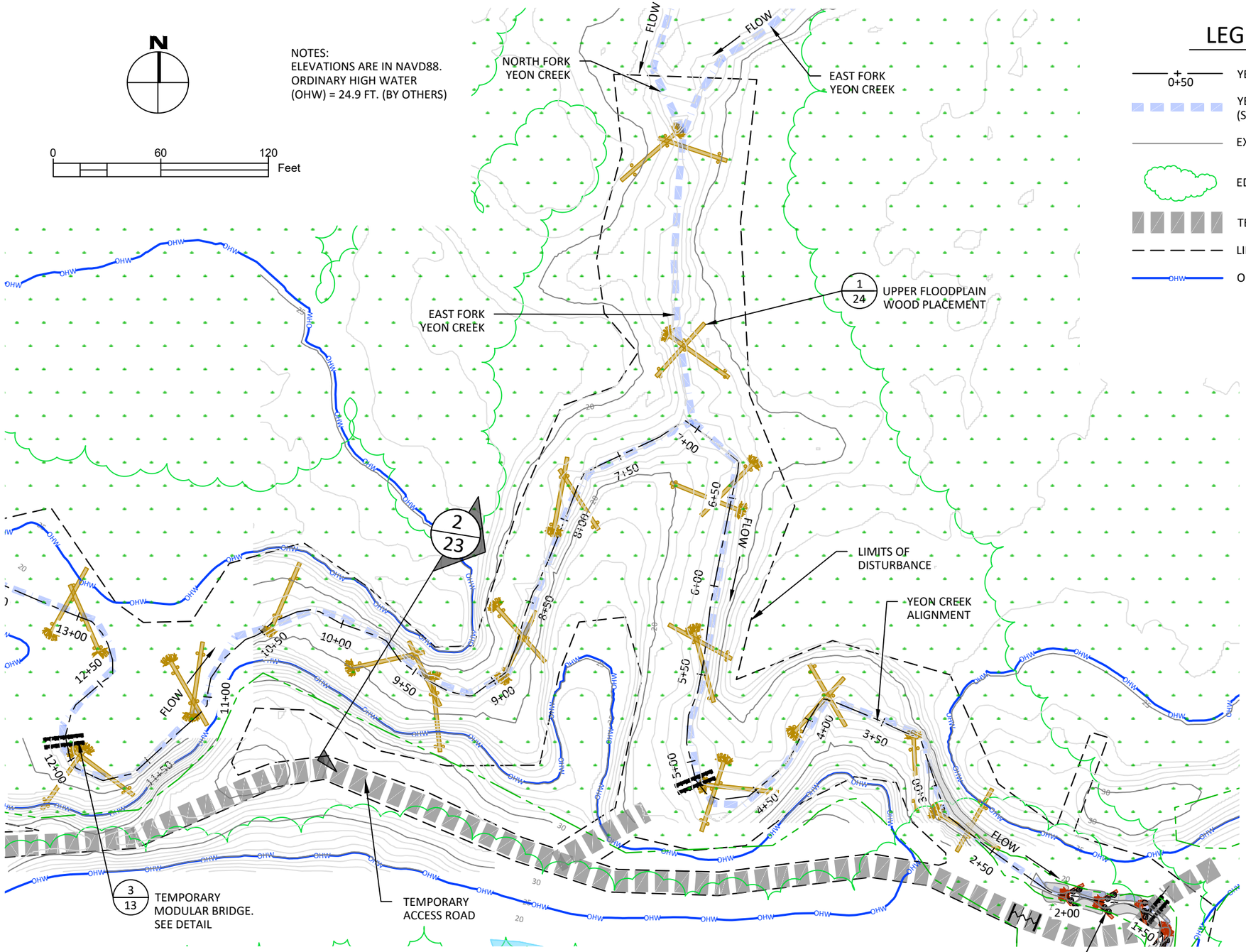
NOTES:
ELEVATIONS ARE IN NAVD88.
ORDINARY HIGH WATER
(OHW) = 24.9 FT. (BY OTHERS)

0 60 120 Feet



LEGEND

- YEON CREEK ALIGNMENT (0+50)
- YEON CREEK AND TRIBUTARIES (SPRING FED)
- EXISTING CONTOURS
- EDGE OF FORESTED AREA
- TEMPORARY ACCESS ROAD
- LIMITS OF DISTURBANCE
- ORDINARY HIGH WATER (OHW)
- TEMPORARY MODULAR BRIDGE
- TEMPORARY PIPE CROSSING
- UPPER FLOODPLAIN WOOD PLACEMENT
- YEON CREEK OUTLET WOOD PLACEMENT
- WETLAND AREA

NOTE: SPECIFIC LOCATION, ALIGNMENT, AND ELEVATION OF LOGS AND BOULDERS ARE SUBJECT TO CHANGE BASED ON MATERIALS DELIVERED AND FIELD CONDITIONS.

PLAN VIEW - UPPER FLOODPLAIN WOOD PLACEMENT

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STATE OF WASHINGTON
34576
REGISTERED PROFESSIONAL ENGINEER

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TITLE: PLAN VIEW - UPPER FLOODPLAIN WOOD PLACEMENT

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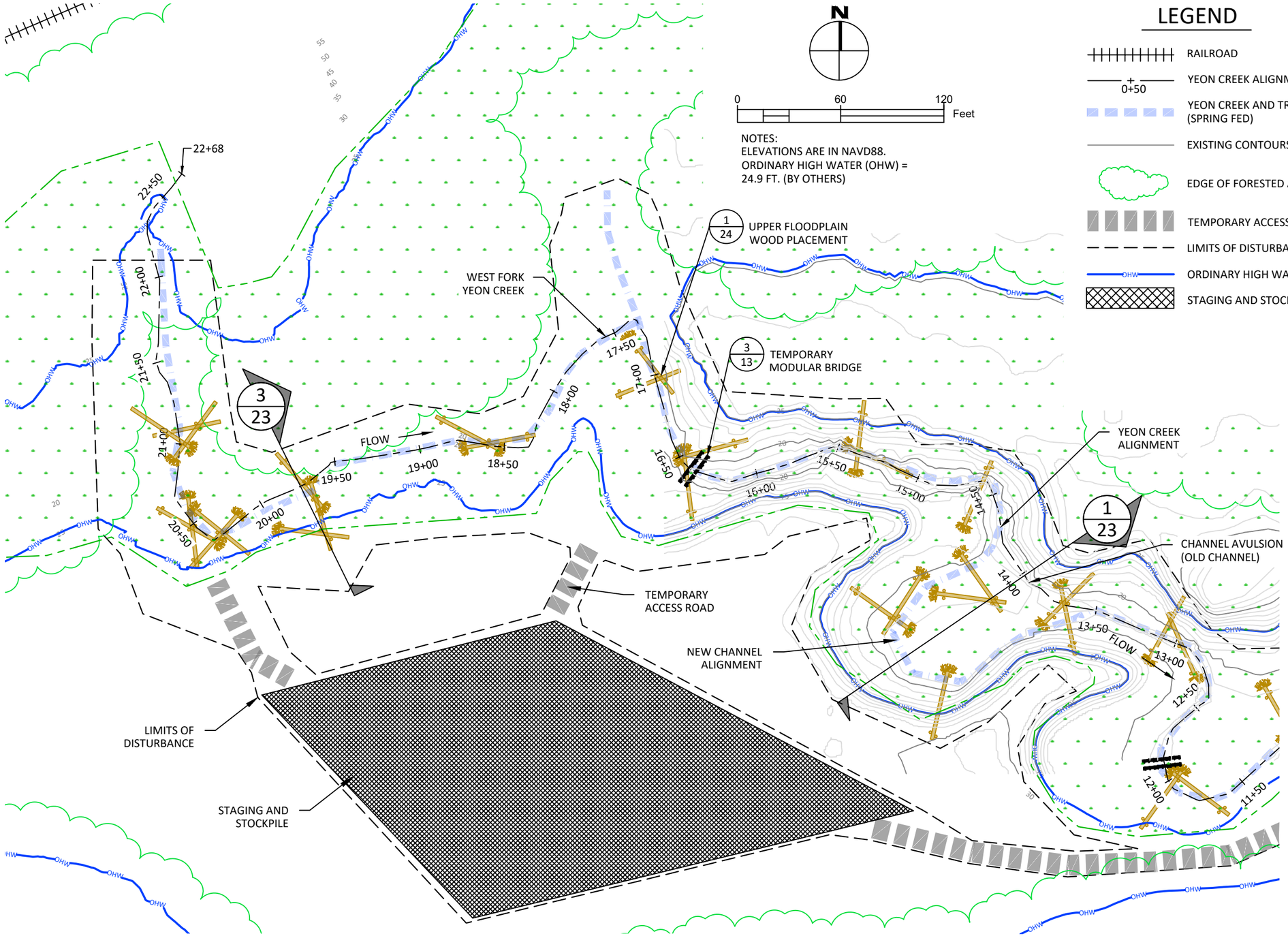

PLAN VIEW - UPPER FLOODPLAIN WOOD PLACEMENT

N

0 60 120 Feet

NOTES:
ELEVATIONS ARE IN NAVD88.
ORDINARY HIGH WATER (OHW) = 24.9 FT. (BY OTHERS)

LEGEND

- RAILROAD
- YEON CREEK ALIGNMENT (0+50)
- YEON CREEK AND TRIBUTARIES (SPRING FED)
- EXISTING CONTOURS
- EDGE OF FORESTED AREA
- TEMPORARY ACCESS ROAD
- LIMITS OF DISTURBANCE
- ORDINARY HIGH WATER (OHW)
- STAGING AND STOCKPLE
- TEMPORARY MODULAR BRIDGE
- TEMPORARY PIPE CROSSING
- UPPER FLOODPLAIN WOOD PLACEMENT
- WETLAND AREA

NOTE: SPECIFIC LOCATION, ALIGNMENT, AND ELEVATION OF LOGS AND BOULDERS ARE SUBJECT TO CHANGE BASED ON MATERIALS DELIVERED AND FIELD CONDITIONS.

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TITLE: PLAN VIEW - UPPER FLOODPLAIN WOOD PLACEMENT

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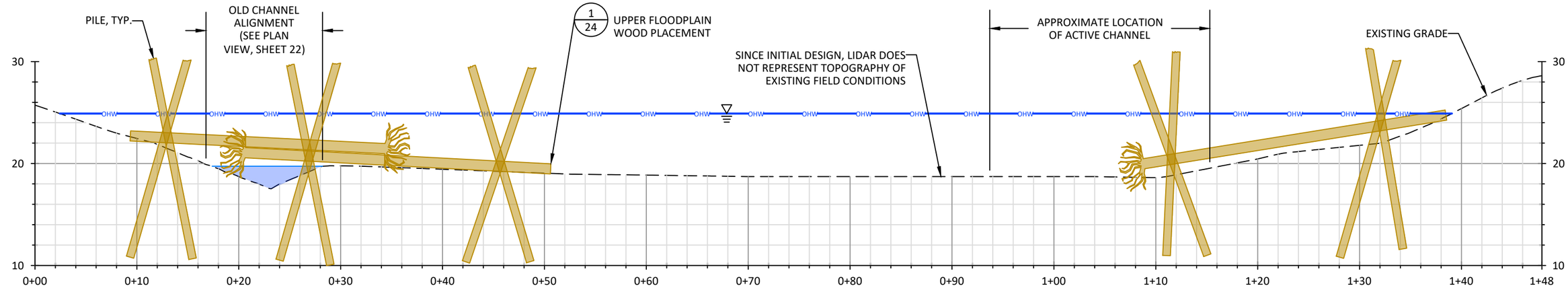
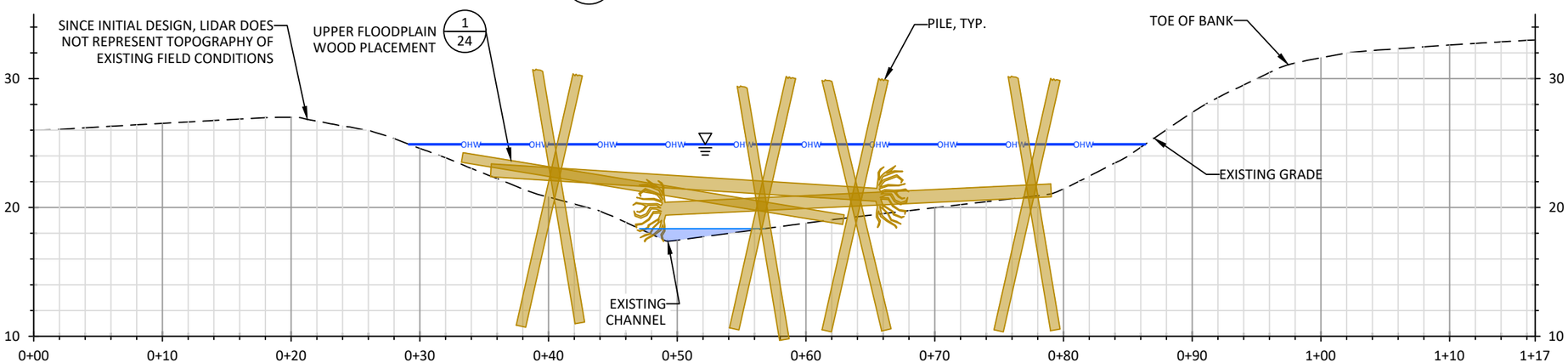
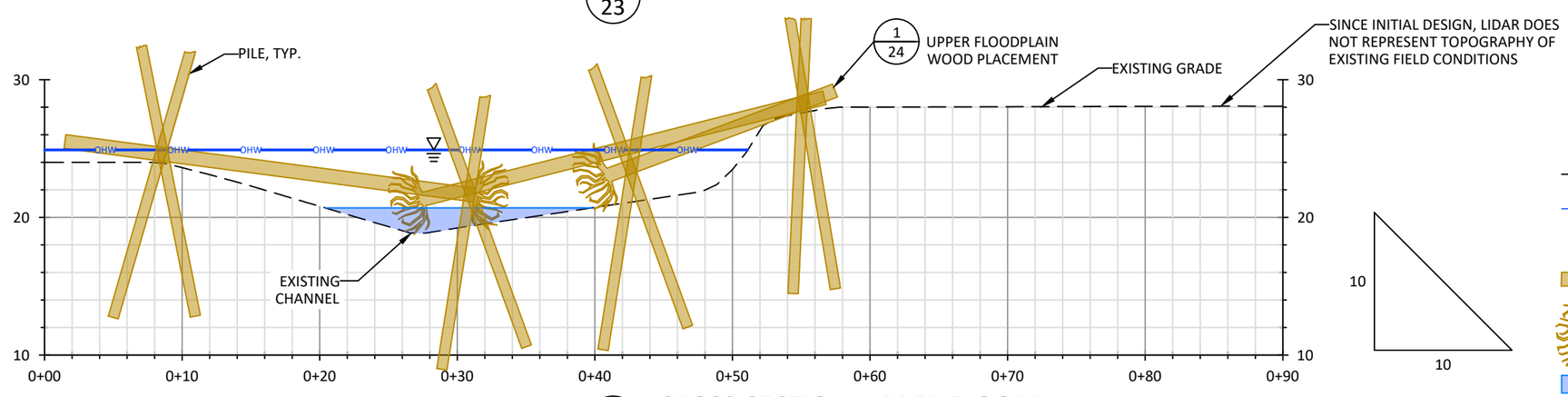


1/23 CROSS-SECTION: UPPER FLOODPLAIN



2/23 CROSS-SECTION: UPPER FLOODPLAIN

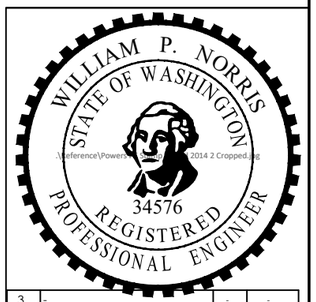


3/23 CROSS-SECTION: UPPER FLOODPLAIN

NOTE: SPECIFIC LOCATION, ALIGNMENT, AND ELEVATION OF LOGS AND BOULDERS ARE SUBJECT TO CHANGE BASED ON MATERIALS DELIVERED AND FIELD CONDITIONS.

LEGEND

- EXISTING GROUND
- ORDINARY HIGH WATER (OHW)
- WATER SURFACE
- PROPOSED PILE
- PROPOSED ROOTWAD
- EXISTING CHANNEL



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TITLE: TYPICAL CROSS-SECTIONS - UPPER FLOODPLAIN WOOD PLACEMENT

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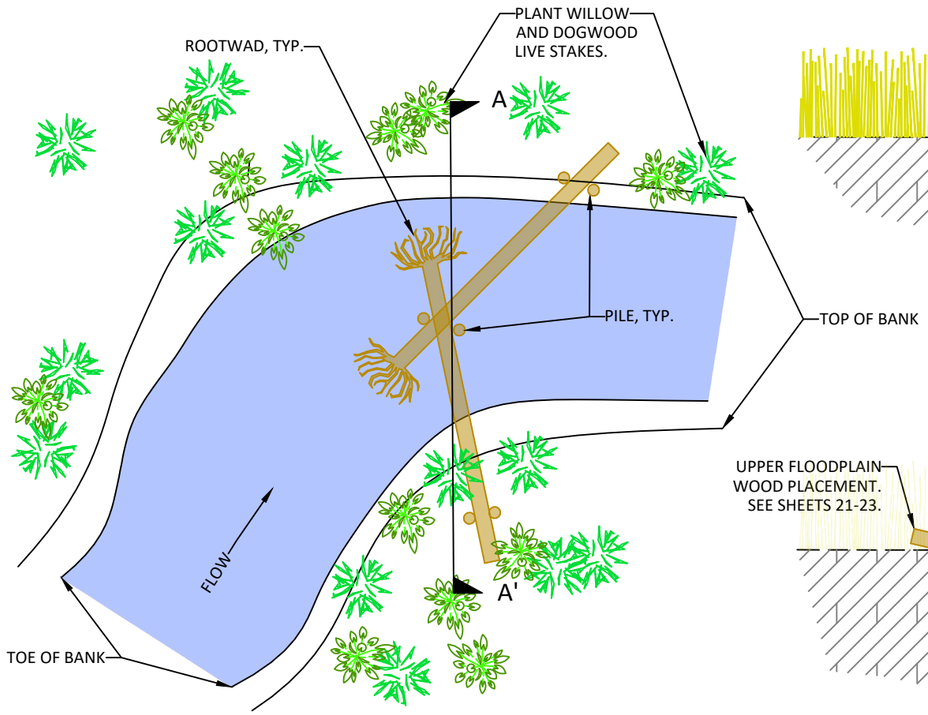
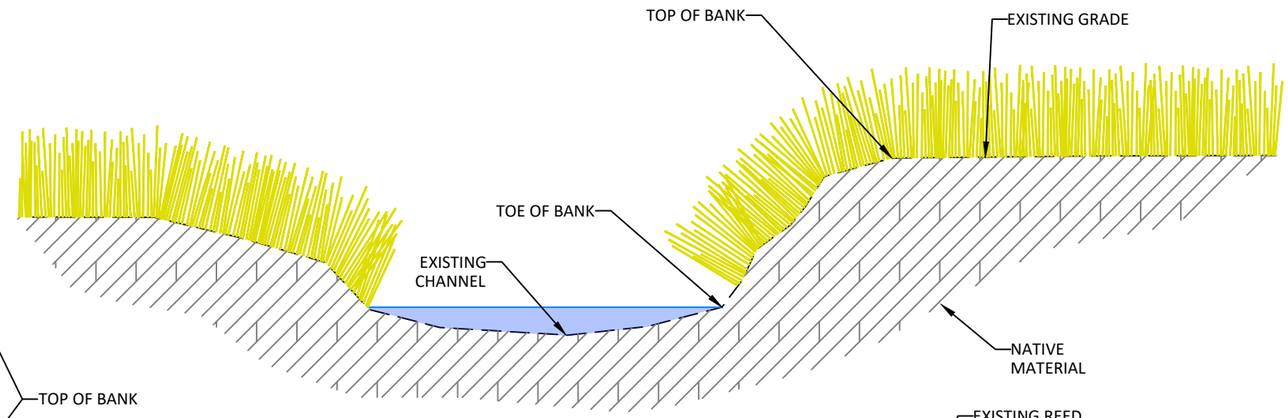
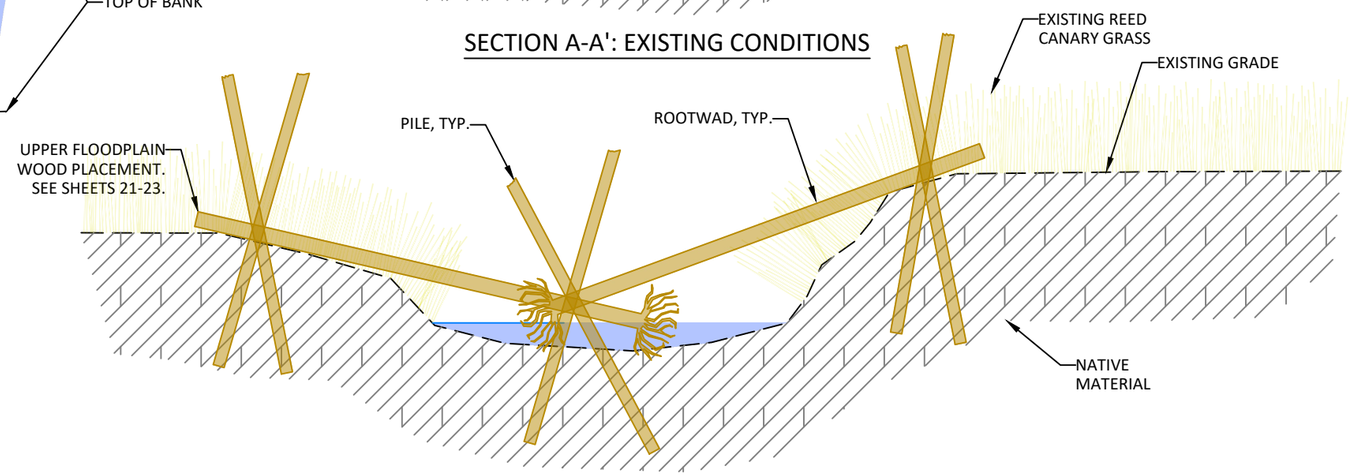


PLAN VIEW



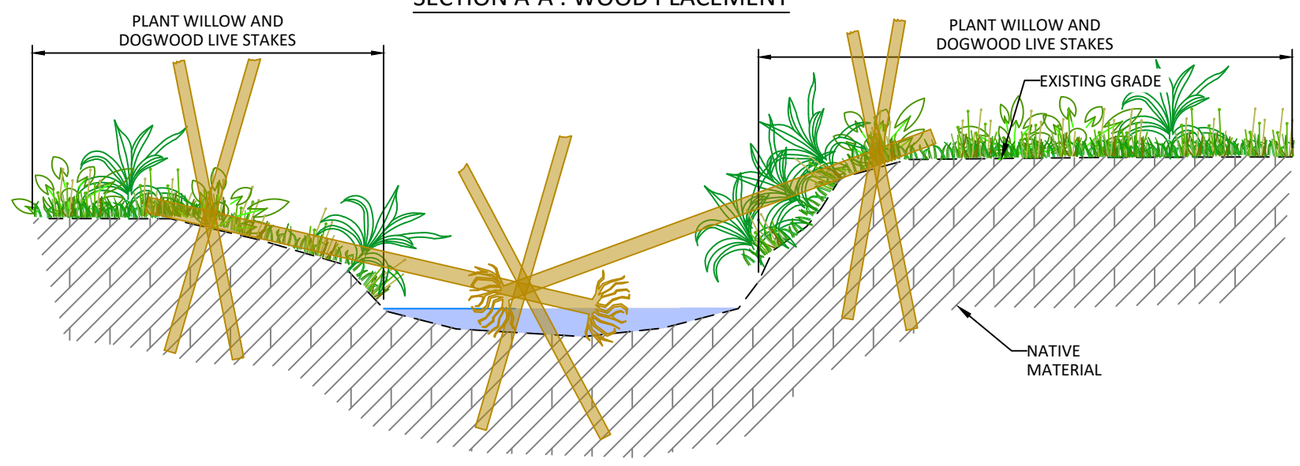
SECTION A-A': EXISTING CONDITIONS



SECTION A-A': WOOD PLACEMENT

NOTE: SPECIFIC LOCATION, ALIGNMENT, AND ELEVATION OF LOGS AND BOULDERS ARE SUBJECT TO CHANGE BASED ON MATERIALS DELIVERED AND FIELD CONDITIONS.

PHOTO SHOWING REED CANARY GRASS



SECTION A-A': REVEGETATION

1/24 TYPICAL DETAIL: UPPER FLOODPLAIN WOOD PLACEMENT AND PLANTING

NOT TO SCALE

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SITE: THE SHIRE ENHANCEMENT

TITLE: TYPICAL DETAILS - UPPER FLOODPLAIN WOOD PLACEMENT AND PLANTING

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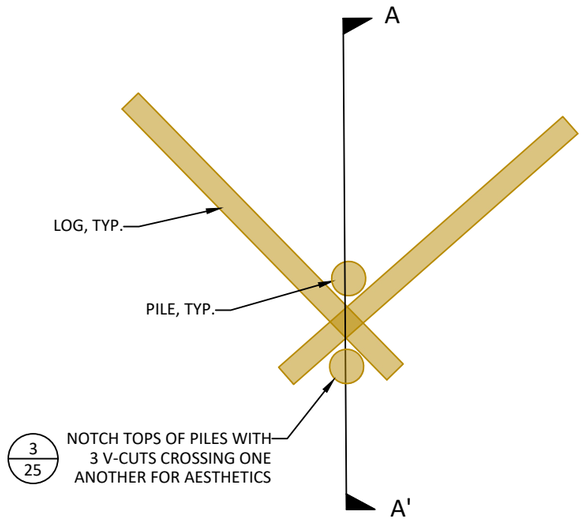
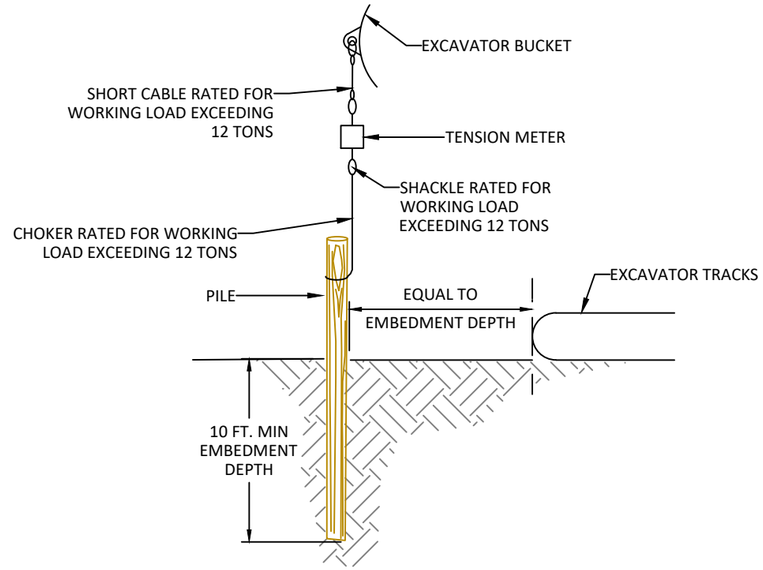
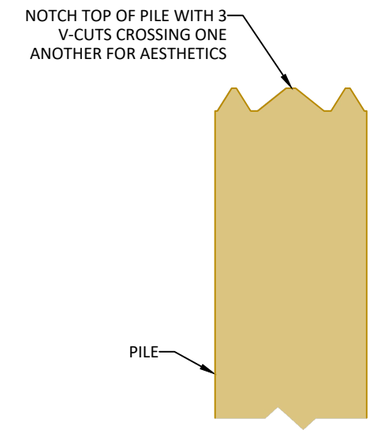


PLAN VIEW



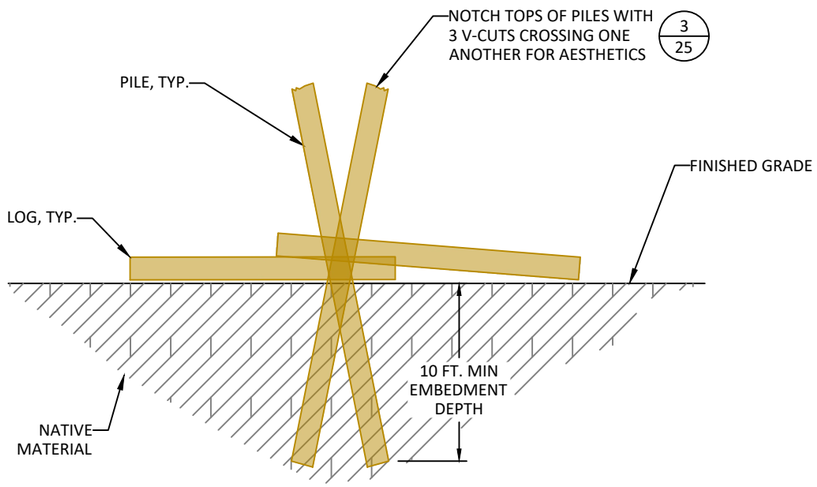
2/25 TYPICAL SECTION: PILE PULLOUT TEST

NOT TO SCALE



3/25 TYPICAL SECTION: PILE TOP CUTS

NOT TO SCALE



SECTION VIEW A-A'

1/25 TYPICAL SECTION: UPPER FLOODPLAIN PILES

NOT TO SCALE

PILES

ALL PILES SHALL BE INSTALLED USING VIBRATORY PILE DRIVING EQUIPMENT. INSTALLATION BY EXCAVATION OR IMPACT HAMMER SHALL NOT BE ALLOWED.

PILES MUST CROSS LOGS IN SUCH A WAY THAT THEY ARE PINNED TO THE CHANNEL OR FLOODPLAIN.

PILES SHALL BE MINIMUM 10 IN. DIAMETER AT SCALED END. DIAMETER OF LOG AT GRIP POINT SHALL BE WITHIN THE RANGE OF 12-16 IN.

PILES SHALL BE MINIMUM LENGTH OF 20 FT.

RIGGING

RIGGING FOR PILE TESTING SHALL CONFORM TO THE TENSION SCALE MANUFACTURER'S RECOMMENDATIONS.

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

TESTING

TESTING OF PILES SHALL BE PERFORMED IN THE PRESENCE OF THE ENGINEER. UP TO FOUR LOAD TESTS SHALL BE APPLIED TO EACH TESTED PILE. EACH OF THE FOUR LOAD TESTS SHALL BE APPLIED TO THE PILE WITH A DIFFERENT INSTALLED DEPTH.

EACH PILE TEST SHALL HAVE UPWARD LOAD GRADUALLY INCREASED AND AS CLOSELY ALIGNED TO AXIS OF PILE AS POSSIBLE. RECORD THE PILE DIAMETER, EMBEDMENT DEPTH AND MAXIMUM FORCE REQUIRED TO MOVE THE PILE VERTICALLY APPROXIMATELY 1 INCH. THEN DRIVE THE PILE TO A NEW DEPTH TO BE DETERMINED BY THE ENGINEER. APPLY NEW LOAD AND RECORD MAX FORCE THAT CAUSES THE PILE TO MOVE VERTICALLY 1 INCH. REPEAT FOR THIRD AND FOURTH TEST.

TESTING CONTINUED

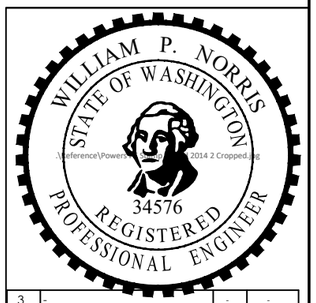
PROOF TESTS SHALL BE MADE AT UP TO FOUR EMBEDMENT DEPTHS FOR EACH PILE. DEPTHS SHALL BE DETERMINED IN THE FIELD. AS A GUIDELINE, TEST EMBEDMENT DEPTHS MAY INCLUDE 6 FT, 8 FT, 10 FT, AND 12 FT.

EXCAVATOR CONDUCTING PULL OUT LOADING SHALL BE POSITIONED NO CLOSER THAN EMBEDMENT DEPTH OF PILE IF POSSIBLE. IF A CLOSER POSITIONING IS REQUIRED, EXCAVATOR SHALL BE NO CLOSER THAN THAT REQUIRED TO GENERATE DESIRED LOADING WITH DISTANCE FROM PILE NOTED IN THE TEST RECORD. LIMIT COMPRESSIVE LOADING OF THE TRACKS ON THE GROUND BY DRIVING THE EXCAVATOR ONTO LOGS LAID ON THE GROUND TO DISTRIBUTE THE WEIGHT OVER A LARGER AREA.

PULL OUT RESISTANCE READING SHALL BE COMPARED AGAINST EXCAVATOR MAX LIFT OFFSET TABLE.

10% OF PRODUCTION PILES SHALL BE PROOF TESTED. IF RESULTS VARY MORE THAN 50% THEN IT SHOULD BE ANTICIPATED THAT UP TO 25% OF THE PRODUCTION PILES SHALL BE PROOF TESTED.

CONSTRUCTED DRIVEN PILE EMBEDMENT DEPTH SPECIFIED IN THE PLANS MAY BE REDUCED OR INCREASED, PENDING PULL OUT TEST RESULTS, AT NO ADDITIONAL COST.



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SITE: THE SHIRE ENHANCEMENT

TITLE: TYPICAL DETAILS - UPPER FLOODPLAIN PILES

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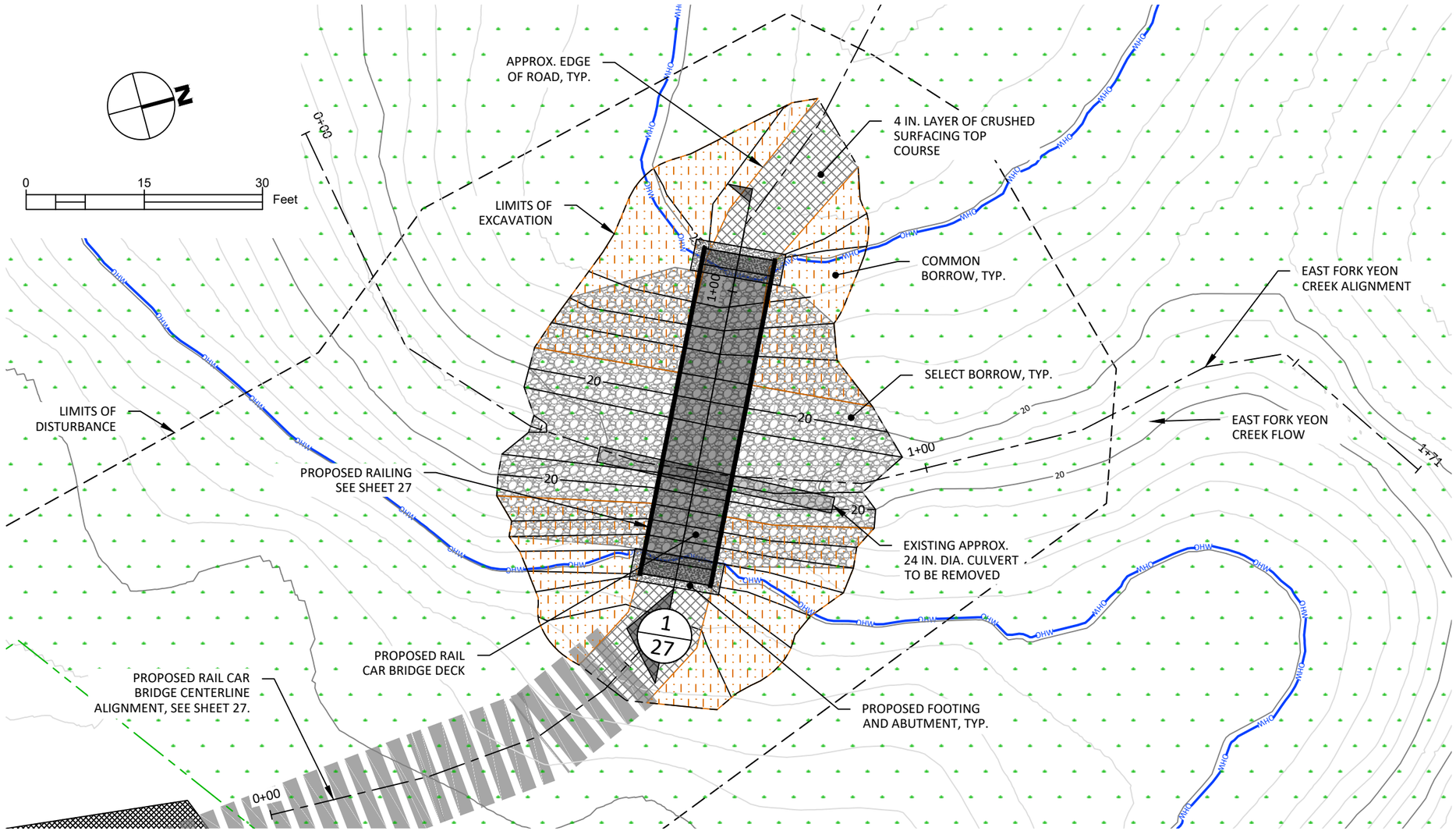
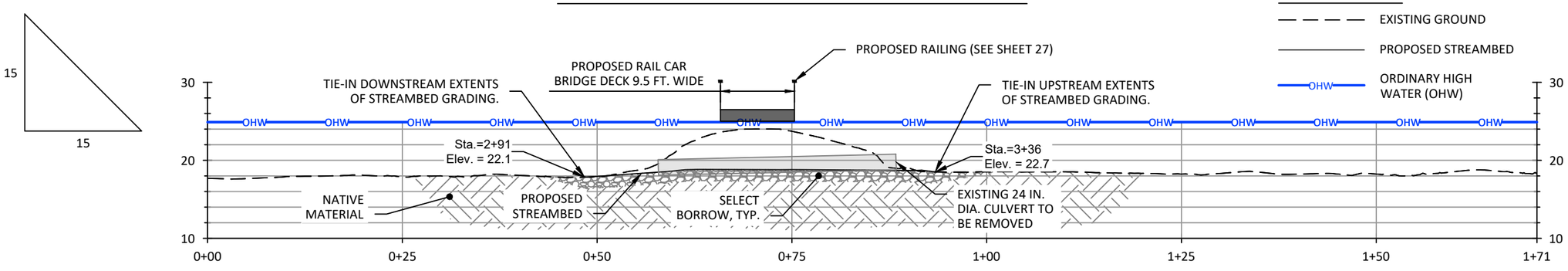


PLAN VIEW - PROPOSED RAIL CAR BRIDGE



STREAM PROFILE VIEW - PROPOSED RAIL CAR BRIDGE

LEGEND

- EXISTING CONTOURS
- PROPOSED CONTOURS
- LIMITS OF EXCAVATION
- PROPOSED BRIDGE DECK
- TEMPORARY ACCESS ROAD
- LIMITS OF DISTURBANCE
- ORDINARY HIGH WATER (OHW)
- COMMON BORROW
- SELECT BORROW
- CRUSHED SURFACING TOP COURSE
- WETLAND AREA

NOTES:
ELEVATIONS ARE IN NAVD88.
ORDINARY HIGH WATER (OHW) = 24.9 FT. (BY OTHERS)

LEGEND

- EXISTING GROUND
- PROPOSED STREAMBED
- ORDINARY HIGH WATER (OHW)

WILLIAM P. NORRIS
STATE OF WASHINGTON
34576
REGISTERED PROFESSIONAL ENGINEER

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SITE: THE SHIRE ENHANCEMENT

TITLE: STREAM PLAN AND PROFILE - PROPOSED RAIL CAR BRIDGE CROSSING

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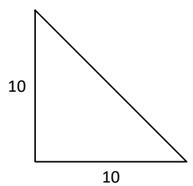
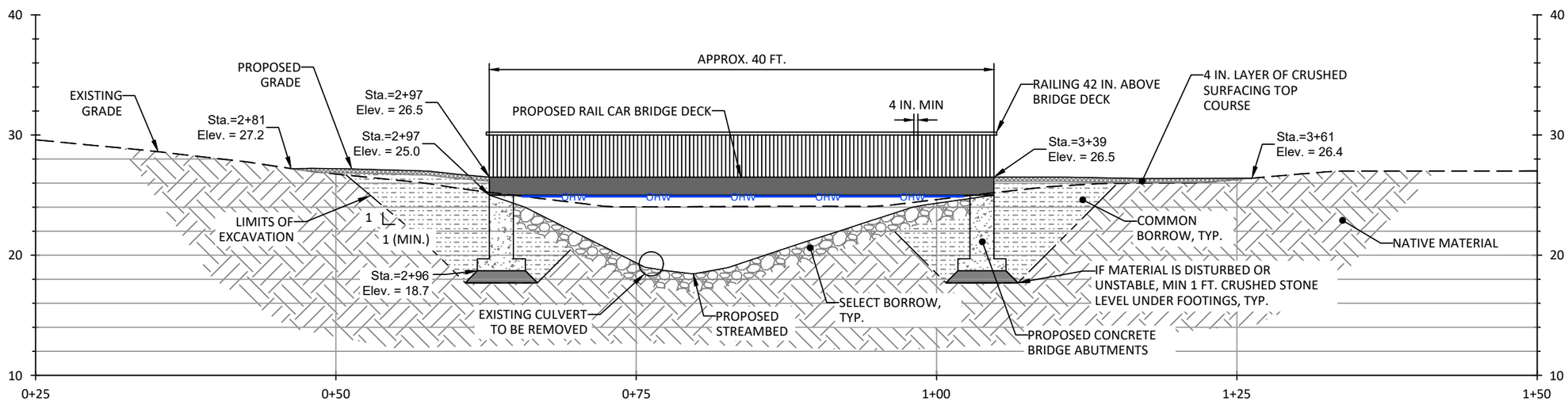


NOTES:
ELEVATIONS ARE IN NAVD88.
ORDINARY HIGH WATER (OHW) = 24.9 FT. (BY OTHERS)



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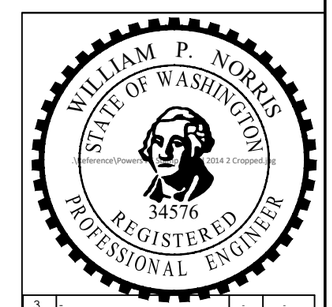
ROAD PROFILE VIEW - PROPOSED RAIL CAR BRIDGE

NOTES:
1. PROPOSED CROSSING INDICATES MINIMUM REQUIREMENTS. EQUIVALENT CONTRACTOR PROPOSED BRIDGES WILL BE CONSIDERED. BRIDGE SHOULD BE MADE OF NEUTRAL COLORED MATERIAL INCLUDING WOOD, WEATHERED STEEL, OR PAINTED A MUTED COLOR TO REDUCE VISIBILITY.
2. BRIDGE DESIGN SHALL BE SEALED BY A PROFESSIONAL ENGINEER LICENSED IN THE STATE OF WASHINGTON. DESIGN SHALL FOLLOW INTERNATIONAL BUILDING CODE, 2012 EDITION AND AASHTO STANDARD SPECIFICATIONS FOR HIGHWAY BRIDGES, 17TH EDITION.
3. DESIGN SOIL PRESSURES SHALL BE 2000 PSF PLUS LIVE LOAD PER AASHTO.
4. IT IS ASSUMED THAT PEDESTRIAN LOADING WILL BE MINIMAL DUE TO RESTRICTED ACCESS TO THE SITE.
5. SNOW LOAD OF 50 PSF.
6. SNOW DRIFT ANSI 58.1
7. SEISMIC CLASS D.

LEGEND

- EXISTING GROUND
- PROPOSED GRADE
- LIMITS OF EXCAVATION
- OHW — ORDINARY HIGH WATER (OHW)
- NATIVE MATERIAL
- COMMON BORROW
- CRUSHED STONE
- CRUSHED SURFACING TOP COURSE
- CONCRETE BRIDGE ABUTMENTS
- PROPOSED RAIL CAR BRIDGE DECK
- SELECT BORROW



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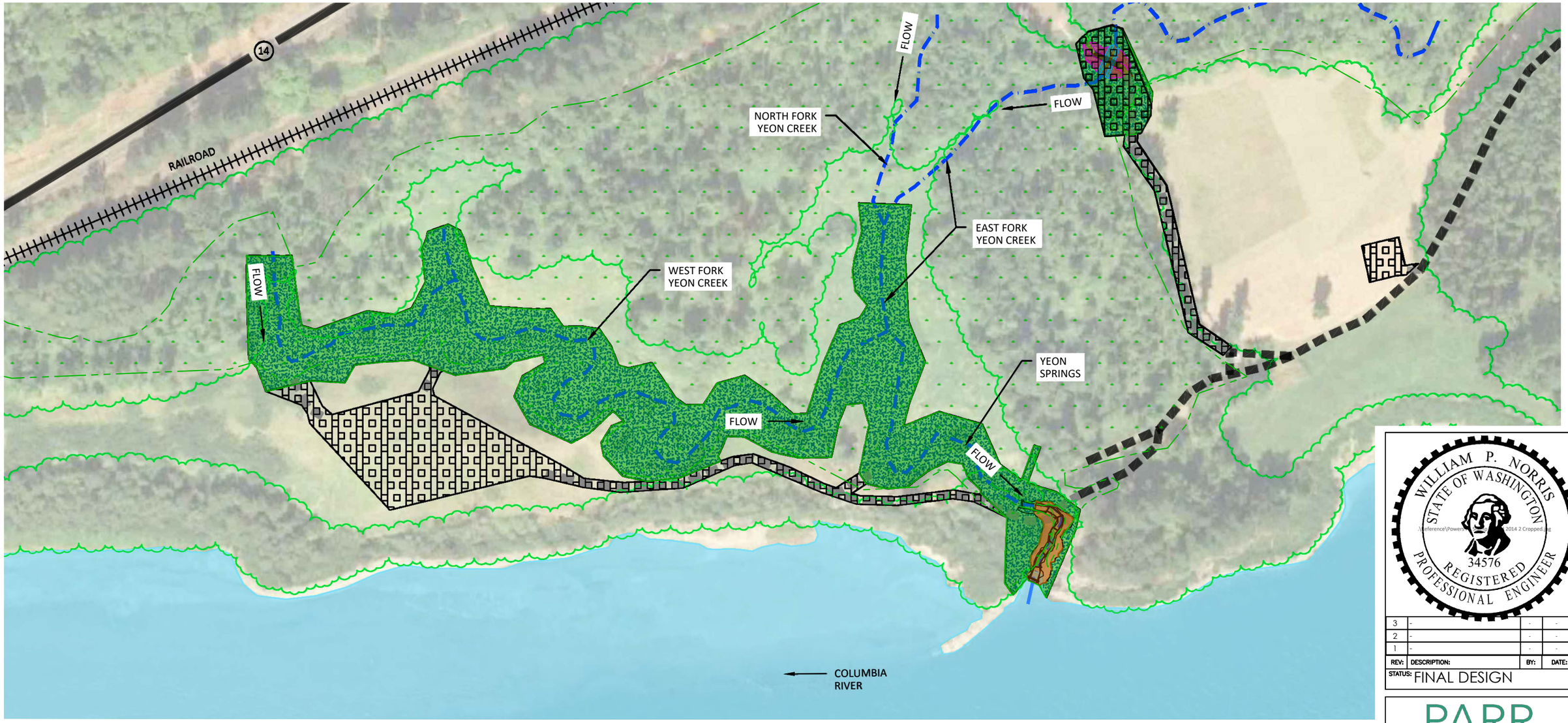

PLAN VIEW - REVEGETATION

LEGEND

- COLUMBIA RIVER
- YEON CREEK AND TRIBUTARIES (SPRING FED)
- ORDINARY HIGH WATER (OHW)
- EXISTING HIGHWAY
- EXISTING ROAD
- TEMPORARY ACCESS ROAD
- RAILROAD
- LIMITS OF DISTURBANCE
- EDGE OF FORESTED AREA
- WETLAND AREA
- REVEGETATION -LIVE CUTTINGS
- REVEGETATION - UPLAND SEED MIX
- REVEGETATION - RIPARIAN SEED MIX
- REGRADED AREA
- DISTURBED AREAS

N

0 150 300 Feet

NOTES:

ELEVATIONS ARE IN NAVD88.
ORDINARY HIGH WATER (OHW) = 24.9 FT. (BY OTHERS)

SEED DISTURBED AREAS AS DIRECTED BY OWNER.

WILLIAM P. NORRIS
STATE OF WASHINGTON
34576
REGISTERED PROFESSIONAL ENGINEER

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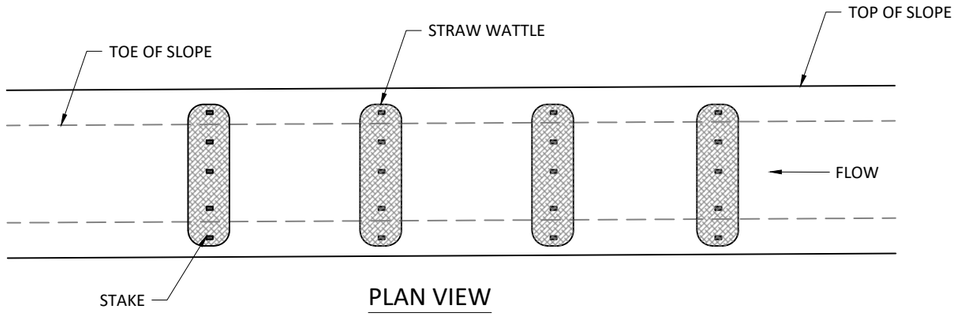
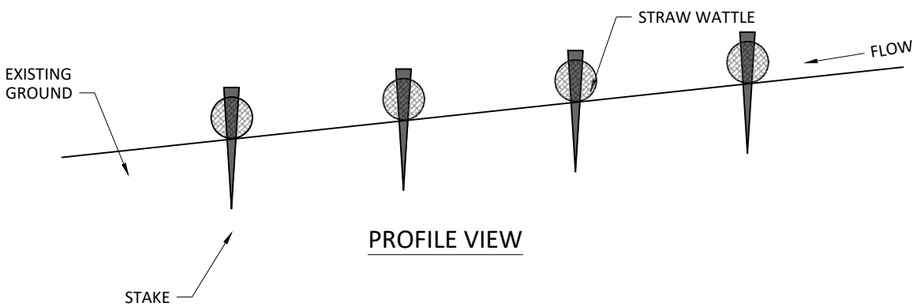
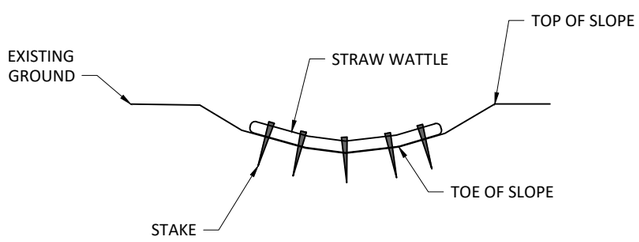


PLAN VIEW



PROFILE VIEW



SECTION VIEW

1/29 TYPICAL DETAIL - STRAW WATTLES

NOT TO SCALE

STRAW WATTLE NOTES:

1. EROSION PRONE ACCESS POINTS WILL BE STABILIZED WITH WATTLES AFTER CONSTRUCTION.
2. INSTALL STRAW WATTLE ALONG A LEVEL CONTOUR
3. CUT A 2" TO 4" DEPTH TRENCH ON COUTOUR, GRADE TRENCH BOTTOM FOR GOOD SOIL CONTACT TO STRAW WATTLE.
4. DRIVE 24" LENGTH STAKE MATERIAL THROUGH STRAW WATTLE INTO THE GROUND EVERY 4'.
5. IN AREAS OF CONCENTRATED FLOW OR TO MAINTAIN GROUND CONTACT INSTALL TWO STAKES ON EACH SIDE OF THE STRAW WATTLE AND TIE TWINE FROM ONE STAKE TO OTHER, PLACE THESE DOUBLE STAKES EVERY 4' LENGTH OF WATTLE.

Seed Rating
1.0 PLS lbs. per 1000sq. Ft.
43.58 PLS lbs. per acre

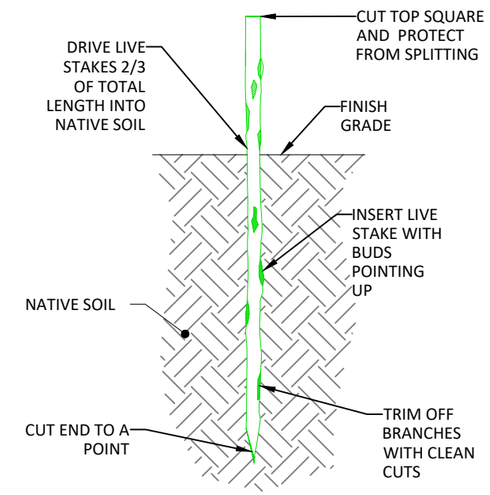
NOTE: SEED DISTURBED AREAS AS DIRECTED BY OWNER.

Live Cuttings

FORM	BOTANICAL NAME	COMMON NAME	PROPAGATION METHOD	SIZE	SPACING	TOTAL QUANTITY
SHRUB	CORNUS ALBA	RED OSIER DOGWOOD	LIVE STAKE	3-4 FEET LONG, 2-INCH DIA. MAX.	6 FEET O.C.	2,320
SHRUB	SALIX FLUVIATILIS	MULTNOMAH COLUMBIA RIVER WILLOW	LIVE STAKE	3-4 FEET LONG, 2-INCH DIA. MAX.	6 FEET O.C.	2,320
SHRUB	SALIX LIGULAFOLIA	PLACER ERECT WILLOW	LIVE STAKE	3-4 FEET LONG, 2-INCH DIA. MAX.	6 FEET O.C.	2,320
SHRUB	SALIX LASIOLEPIS	ROGUE ARROYO WILLOW	LIVE STAKE	3-4 FEET LONG, 2-INCH DIA. MAX.	6 FEET O.C.	2,320

2/29 REVEGETATION TABLES

NOT TO SCALE



3/29 TYPICAL DETAIL: LIVE STAKE

NOT TO SCALE

2024 WSDOT Standard Specifications				
6" Streambed Cobbles			Streambed Sediment	
Approximate Size	Percent Passing		Sieve Size	Percent Passing
6"	99–100		2.5"	99–100
5"	70–90		2"	85–100
4"			1"	50–82
3"			0.5"	28–68
2"	30–60		No. 40	10–20
1.5"			No. 200	5.0–1.0
0.75"	10 max.			

4/29 IMPORTED STREAMBED MATERIAL GRADATIONS

NOT TO SCALE

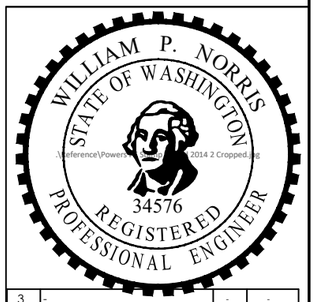


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Exhibit F

Project Specifications

SPECIAL PROVISIONS

The Shire – Ecosystem Restoration

Table of Contents

INTRODUCTION ..... **Error! Bookmark not defined.**
Division 1 – General Requirements 3
Division 2 – Earthwork 18
2-01 Clearing, Grubbing, and Roadside Cleanup 18
2-02 Removal of Structures and Obstructions 19
2-03 Roadway Excavation and Embankment 20
2-09 Structure Excavation 21
Division 3 – Aggregate Production and Acceptance 22
Division 4 – Bases 23
4-04 Ballast and Crushed Surfacing 23
Division 5 – Surface Treatments and Pavements 23
Division 6 – Structures 23
6-01 General Requirements for Structures 23
6-02 Concrete Structures 24
6-02.3 Substructure Requirements 24
6-03 Steel Structures 24
6-03.3 Superstructure Requirements 25
6-05 Piling 25
Division 8 – Miscellaneous Construction 26
8-01 Erosion Control and Water Pollution Control 26
8-02 Roadside Restoration 27
8-26 Placement, Maintenance and Removal of Temporary Access 28
8-27 Woody Material 30
8-30 Streams, Rivers and Waterbodies 33
8-31 Temporary Stream Diversion 34
Division 9 – Materials 36
9-10 Piling 36

Special Provisions Division 1 are in alignment with WSDOT 2025 Standard Specification;

All other Special Provisions are in alignment with WSDOT 2024 Standard Specification

Introduction

The Washington State Department of Transportation's Standard Specifications for Road, Bridge And Municipal Construction 2025 (WSDOT Standard Specifications 2025) shall apply to Division 1 and The Washington State Department of Transportation's Standard Specifications for Road, Bridge And Municipal Construction 2024 (WSDOT Standard Specifications 2024) shall apply to all other Divisions 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 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 it 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 Contactor 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.

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 on the existing road from Highway 14 to the first fueling area is limited to brushing unless additional landowner approval is obtained.
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.
d. Decompact stockpile/staging areas and all temporary access road/routes by scarifying, applying salvaged slash as appropriate to return to pre-project conditions, with additional application of necessary 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 where shown on the Plans and 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 consists of removing and disposing of one existing culvert that is approximately 2-feet in diameter and approximately 30 feet long.

The Work consists of removing existing rock at culvert and salvaging and stockpiling material needed for reuse as channel fill beneath and around proposed bridge, and removal and disposal of excess material.

The Work consists of removing the existing footbridge and stockpiling where property owner directs.

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

The Contractor shall remove the existing culvert to the lines and grades shown on the Plans. Any excavation to remove the culvert will be incidental to Structure Excavation. The existing rock near the culvert shall be salvaged and stockpiled for reuse as channel fill beneath and around the proposed bridge.

The existing footbridge shall be removed intact and remain the property of the property owner. The existing footbridge shall be transported and relocated to an area designated by the property owner prior to demobilization.

2-02.4 Measurement – Add the following:

"Removal of Structures and Obstructions", will be measured by lump sum Bid Item.

2-02.5 Payment – Add the following:

Salvage and stockpile of existing rock shall be incidental to “Removal of Structures and Obstructions.” Salvage, stockpile and relocation of the existing foot bridge shall be incidental to “Removal of Structures and Obstructions.”

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

“Removal of Structures and Obstructions”, per lump sum.

2-03 Roadway Excavation and Embankment

2-03.1 Description – Add the following:

The Work includes excavating and grading the channel at Yeon Creek outlet, placing salvaged rock materials identified in SP 2-02.3(2) and disposing of all other excavated materials. Final grades may be adjusted by the Owner/Engineer based on field conditions.

2-03.3(3) Excavation To Subgrade – Replace the title of this subsection and remove the two paragraphs under “Rock Excavation at Yeon Creek Outlet” and replace with the following:

Rock Excavation – Remove existing bedrock at Yeon Creek outlet at the locations and to the elevation shown in the Plans. Salvage material that meets the requirements of 9-03.14(1). Gravel Borrow for reuse for proposed bridge abutment backfill and base course materials for proposed road fill at proposed bridge.

The Contractor shall take care not to break down, loosen, or damage rock under the Subgrade line.

The Contractor shall not use explosives.

2-03.3(14)C Compacting Earth Embankments – Add the following:

All embankments, except waste embankments, shall be compacted using Method C.

2-03.3(14)M Excavation of Channels and Ditches – Replace this subsection, except for the number and title, and add the following:

Channel Excavation includes open excavations required to construct channel work shown on the Plans.

Before excavating channels, the Contractor shall clear and grub the area in accordance with Section 2-01.

Excavation associated with the installation of Large Wood is incidental to “Woody Material” in Section 8-27.

2-03.4 Measurement – Replace this subsection title and add the following:

"Rock Excavation at Yeon Creek Outlet" will be measured per cubic yard.

All excavated material will be measured in the position it occupied before the excavation was performed. An original ground measurement will be taken using cross-section or digital terrain modeling survey techniques. For "Rock Excavation at Yeon Creek Outlet", the original ground will be compared with the planned finished section shown in the Plans. Slope/ground intercept points defining the limits of the measurement will be as marked. For select borrow, the subgrade ground will be compared with the planned finished section shown in the Plans.

Rock excavation below the elevations specified in the Plans will not be measured.

Excavation for the proposed structure is measured under "Structure Excavation, Class A, Incl. Haul" in Section 2-09.

Channel excavation at the proposed bridge crossing is incidental to "Structure Excavation, Class A, Incl. Haul" in Section 2-09.

2-03.5 Payment – Add the following to the end of this subsection:

"Rock Excavation at Yeon Creek Outlet", per cubic yard.

Excavation for the proposed structure is paid by "Structure Excavation, Class A, Incl. Haul" in Section 2-09.

Channel excavation at the proposed bridge crossing is incidental to "Structure Excavation, Class A, Incl. Haul" in Section 2-09.

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

2-09 Structure Excavation

2-09.1 Description – Add the following:

This Work also includes excavating to channel subgrade, placing streambed material, and grading the channel at the proposed bridge crossing, as shown on the Plans.

2-09.3(1)B Depth of Excavation – Add the following:

The Contractor shall excavate channel subgrade to the depth the Plans require, or to the revised depth ordered by the Engineer.

2-09.3(1)C Removal of Unstable Base Material – Replace this subsection, except for the title and number, with the following:

When the material at the bottom of an excavation is not stable enough to support the Structure, the Contractor shall excavate below grade and replace the unstable material with gravel backfill, or as otherwise directed by the Engineer.

Gravel backfill shall be salvaged from the existing road fill surrounding the existing culvert. It shall be placed in layers not more than 6 inches thick with each layer compacted to 95 percent of the maximum density determined by the Compaction Control Test, Section 2-03.3(14)D.

2-09.3(1)D Disposal of Excavated Material – Add the following:

Excavated material that is not used for backfill, including excess excavated select borrow material, shall be hauled off-site and disposed of by the Contractor, and shall be included in the unit Contract price for "Structure Excavation, Class A, Including Haul." The Contracting Agency will not pay for handling at the disposal site. Any such disposal shall meet the requirements Section 2-03.3(7)C.

2-09.3(1)E Backfilling – Add the following:

Structural backfill material shall meet the requirements of Common Borrow, Section 9-03.14(3). Common Borrow will be obtained from material excavated during structure excavation, including bridge footing and abutment excavation.

The backfilling of the channel to the proposed grade shall be a necessary part of and incidental to the excavation. The channel backfill material shall meet the requirements of Select Borrow, Section 9-03.14(2). However, excavated material with larger grain sizes may be used upon acceptance by the Engineer. Select Borrow will be obtained from material excavated during roadway and existing culvert removal.

2-09.3(3)C Preparation for Placing Foundations – Replace the first sentence of the last paragraph of this section with the following:

The Contractor shall provide at least one week notification to the Engineer when footing excavation will occur and notify the Engineer if unsuitable soils are encountered.

2-09.4 Measurement – Add the following:

Excavation of select borrow material is incidental to "Structure Excavation, Class A, Incl. Haul".

Hauling and disposing of excess select borrow material is incidental to "Structure Excavation, Class A, Incl. Haul"

2-09.5 Payment – Add the following:

Excavation cut of Select Borrow and Common Borrow material is incidental to "Structure Excavation, Class A, Incl. Haul". No separate measurement or payment will be made for backfilling, grading, hauling, or placement of Select Borrow or Common Borrow. Reuse of excavated material that meets the requirements of Select Borrow or Common Borrow is included in the "Structure Excavation, Class A, Incl. Hail" bid item.

Channel excavation and grading at the proposed bridge crossing is incidental to "Structure Excavation, Class A, Incl. Haul".

Division 3 – Aggregate Production and Acceptance

Comply with Division 3 of the Standard Specifications.

Division 4 – Bases

Comply with Division 4 of the Standard Specifications and modified as follows:

4-04 Ballast and Crushed Surfacing

4-04.1 Description –

This Work consists of furnishing, hauling, placing, shaping, and compacting Crushed Surfacing Top Course at the locations and to the lines and grades shown in the Plans. Crushed Surfacing Top Course shall conform to the requirements of Section 9-03.9(3).

4-04.4 Measurement –

Comply with this subsection for measurement for “Crushed Surfacing Top Course”.

4-04.5 Payment – Supplement with the following:

“Crushed Surfacing Top Course” per Ton.

The unit contract price shall be full compensation for furnishing, hauling, placing, shaping, compacting, and finishing Crushed Surfacing Top Course, including all labor, tools, equipment, and incidentals necessary to complete the Work.

Division 5 – Surface Treatments and Pavements

Comply with Division 5 of the Standard Specifications.

Division 6 – Structures

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

6-01 General Requirements for Structures

6-01.5 Proposed Structure – Replace this subsection, except for the number, with the following:

The proposed bridge deck is 40-foot long and approximately 10-foot wide as shown on the Plans. The bridge design shall be provided by the Contractor in accordance with loading and standards shown on the Plans. Scour protection is provided by the Select Borrow material shown on the Plans.

Unless super structure and substructure are provided by the owner the Contractor is responsible for, design, purchasing, delivery, handling and protection of bridge pieces during unloading and thereafter at the project site. The Contractor is responsible for repair and/or replacement of any

bridge components that are damaged due to Contractor activity. Any such repairs and/or replacements shall be approved by the bridge manufacturer and bridge engineer.

The Contractor shall be responsible for coordinating delivery, unloading, placing, and completely installing the bridge, including crossing the BNSF railroad with any associated permits. All bridge materials shall be unloaded and handled using nylon slings. If bridge materials are stored at the site, they must be placed on a level surface.

The Contractor will arrange for the bridge span to be delivered to the site. The Contractor shall coordinate specific timing and location of delivery with BNSF Railroad. If structure is owner provided the contractor will coordinate delivery and be responsible for handling on site.

6-01.4 Appearance of Structures – Replace this subsection, except for the title and number, with the following:

Contractor may adjust the height and alignment of bridge railings, traffic barrier, and structural curbs, only after approval by the Engineer and Owner in writing.

6-02 Concrete Structures

6-02.3 Construction Requirements – Add the following to the end of this subsection:

No foundation material or any part of the bridge abutments may be placed until the Engineer has given permission to proceed.

The bridge footings shall be placed on a level surface of either undisturbed soil, or in accordance with Section 2-09.3(1)C.

If required, salvaged material that meets the requirements of Section 9-03.9(1), ballast, as determined by the Engineer, shall be tamped into the base and thoroughly compacted.

6-02.3(9) Precast Concrete Units – Replace the first two sentences of the third paragraph with the following:

Precast units that are cast within the project limits or at contractor's facilities shall be considered cast on-site and are exempt from the fabrication plant approval requirement for precast products. Cast on-site units and contractor facility units shall meet all the same quality control standards as a manufacturing facility, and all the requirements in these Specifications.

6-02.4 Measurement – Add the following to the end of this subsection:

> "Provide and Install Bridge Substructure", including pre-cast concrete abutments, footings, & wingwalls will be measured by lump sum Bid Item.

6-02.5 Payment– Add the following to the end of this subsection:

> "Provide and Install Bridge Substructure", lump sum.

The lump sum Contract payment for "Provide and Installing Bridge Substructure" shall be full payment for providing pre-cast concrete abutments and footings and performing all Work necessary to unload and completely install Contractor designed bridge abutments and footings

as shown on the Plans and as specified, and no additional compensation will be made. All additional labor, equipment, and materials not shown on the Plans or called for herein and which are required to complete the bridge installation shall be included in the lump sum Contract price.

6-03 Steel Structures

6-03.3 Construction Requirements – Add the following to the end of this subsection:

This work consists of design, purchasing, delivering, unloading bridge span materials from the delivery truck; staging the bridge span, and installing the bridge superstructure according to the manufacturer's shop details and installation drawings. Bridge span design shall be provided by the Contractor in accordance with loading and standards shown on the Plans.

The bridge span shall not be installed until footings, abutments, and the stream channel inside the bridge has been completed and approved by the Engineer.

6-03.4 Measurement – Add the following to the end of this subsection:

"Provide and Install Bridge Superstructure" will be measured by lump sum Bid Item.

6-03.5 Payment - Add the following to the end of this subsection:
"Provide and Install Bridge Superstructure", lump sum.

The lump sum Contract payment for "Provide and Install Bridge Superstructure" shall be full pay for performing all Work necessary to provide, unload and completely install bridge superstructure as shown on the Plans and as specified, and no additional compensation will be made. All additional labor, equipment, and materials not shown on the Plans or called for herein and which are required to complete the bridge installation shall be included in the lump sum Contract price.

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 drop 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 for Engineer to 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 tidal fluctuation as well as inundation from changes in the Bonneville tailrace elevation and is responsible to monitor these fluctuations to plan work 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 to 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, when access is required to areas outside the water diversion reaches. Temporary stream crossings are considered incidental to Temporary Access.
3. Contractor shall restore all disturbed areas to pre-construction contours, including salvaging and replacing topsoil, decompaction, seeding with Tribe/Engineer approved native seed mix and placement of any salvaged slash.
4. 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.

8-01.3(6) Check Dams – Revise the second and third paragraphs as follows:

Coir logs and compost sock used as check dams shall not be trenched in and shall be installed as shown in the Standard Plans.

When coir logs and compost socks are used as check dams they shall be incidental to "TESC, SPCC Plan and Implementation" .

8-01.4 Measurement –Replace "Erosion Control and Water Pollution Prevention" with "TESC, SPCC Plan and Implementation", and add the following:

"TESC, SPCC Plan and Implementation," measured as a lump sum.

This lump sum measurement includes all required materials, equipment, operations, removal, 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):

"TESC, SPCC Plan and Implementation," will be paid by lump sum.

“Temporary Stream Diversion” including all required materials, equipment, operations and removal will be paid in accordance with Division 8-31 of the Special Provisions.

8-02 Roadside Restoration
– Add the following:

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

8-02.2 Materials – Add the following:

Biodegradable check dams shall meet the following requirements:
Compost Sock Section 9-14.6(6)
Coir Log Section 9-14.6(7)

The Contractor may substitute a different biodegradable check dam as long as it complies with the following and is accepted by the Engineer:

1. Made of natural plant fiber unaltered by synthetic material.
2. Netting, if present, shall be made of natural plant fibers unaltered by synthetic materials. Materials shall effectively perform the intended erosion control function until permanent vegetation has been established or for a minimum of 6 months, whichever comes first.
3. Straw bales shall not be used as check dams.
4. Wattles shall not be used as check dams.

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 Section 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 – comply with this subsection and supplement with the following:

> “Seeding and Mulching” will be measured by the acre, based on the area seeded and mulched as shown in the Plans or otherwise accepted.
>
> “Plant Selection, Red-Osier Dogwood, Live Stake,” “Plant Selection, Multnomah Columbia River Willow, Live Stake,” and “Plant Selection, Rogue Arroyo Willow, Live Stake” will be measured per each, based on the number of live stakes furnished, installed, and accepted.

8-02.5 Payment – comply with this subsection and supplement with the following:

The Bid Items will be paid as follows:

> “Seeding and Mulching” will be measured per acre.

The following Bid Items will be added to the contract as an allowance.

“Plant Selection, Red-Osier Dogwood, Live Stake”, per each.

“Plant Selection, Multnomah Columbia River Willow, Live Stake”, per each.

“Plant Selection, Rogue Arroyo Willow, Live Stake”, per each

Payment for these bid items shall be considered full compensation for furnishing and placing all materials and for all labor, equipment, tools, and incidentals necessary to complete the Work as specified.

8-26 Placement, Maintenance and Removal of Temporary Access
– Replace Vacant section with the following:

8-26.1 Description

This item consists of placement, maintenance and removal of temporary access roads and staging and stockpile areas shown on the Plans.

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 routes within the 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. Any deviations from the alignments shown in the plans shall be subject to approved by Owner prior to use.
3. Clearing and Grubbing vegetation shall be done in accordance with Section 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. All slash generated to create temporary access roads and staging and stockpile areas shall be staged for re-use in the restoration activities.
7. Contractor shall include stream crossings shown on the Plans. Access across stream crossings shall be considered incidental to Temporary Access . 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. Additional crossing locations may be added as needed and upon Owner/ Engineer approval.
8. The Contractor shall coordinate erosion control, dewatering, fish salvage support, and access construction activities to maintain compliance with permits and Contract requirements
9. The Contractor shall provide materials used for construction access.
10. 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.
11. 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 to pre-project conditions

12. 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 (straw wattles, straw, etc.) shall be used as directed to achieve pre-project conditions.

8-26.2 Measurement

All temporary access roads, staging and stockpile areas, shall be measured as Lump Sum:

"Temporary Access"

Any additional crossings, spurs or routes to access structure locations within the limits of disturbance 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.

Clearing and Grubbing is 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.

Obtaining railroad crossing permission is incidental to Temporary Access. 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.

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 Temporary Access.

8-27 Woody Material
– Replace Vacant section with the following:

8-27.1 Description

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/Owner to achieve the design intent.

Placement of large woody material requires 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

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

1. Woody Material – Log with rootwad – A trunk of a Douglas Fir tree with the length as 20 feet for Yeon Creek Outlet Wood Placement and 40 feet for Upper Floodplain Wood Placement, as shown in the Plans (measured from the cut end of the log to the start of the rootwad mass). Trunk diameter at breast height (DBH) shall be 16 – 26 inches. DBH measured 4.5 feet from the start of the rootwad mass. 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. Woody Material – Log without rootwad – A trunk of a Douglas Fir tree with the length, as shown in the Plans (measured from cut end to cut end). Trunk diameter at breast height (DBH) shall be 16 – 26 inches. The cut end of the log shall be no more than 4-inches narrower than the specified DBH.

3. The rootwad diameter shall be a minimum of 3 times the DBH and maximum 4 times the maximum DBH with roots intact.

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.

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.

8-27.5 Construction Requirements

Prior to beginning Woody Material Work, the Contractor must meet the requirements in Section 8-30.3(1)A.

Prior to reintroducing flows to the new channel or removal of the temporary diversion, Contractor must meet the requirements in Section 8-30.3(1)B.

The Contractor shall install Woody Material at the location and elevation shown in the Plans, or as directed by the Owner/Engineer.

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.

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.

The Contractor shall exercise care when installing and transporting the Woody Material to avoid damage. Rootwads shall remain intact during delivery and installation to achieve the minimum requirements of **8-27.2** after installation.

Acceptance of Woody Material will be based upon inspection by the Engineer, prior to placement.

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.

Channel work requires 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. Based on field conditions and variability in materials, Contractor shall anticipate and assume changes to structure sizes, orientation, and composition

8-27.4 Measurement

"Woody Material –Log without Rootwad, 40-feet length" will be measured per each.

"Woody Material –Log with Rootwad, 20-feet length" will be measured per each.

"Woody Material –Log with Rootwad, 40-feet length" will be measured per each.

8-27.5 Payment

Payment will be made for each of the following Bid Items that are included in the Proposal:

"Woody Material –Log without Rootwad, 40-feet length" per each.

"Woody Material –Log with Rootwad, 20-feet length" per each.

"Woody Material –Log with Rootwad, 40-feet length" per each.

Any excavation associated with installing woody material is incidental to "Woody Material – Log without Rootwad" and "Woody Material – Log with Rootwad".

Any localized dewatering during streambed sediment or log placement will be paid according to Section 8-31.

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

Adjustments to Woody Material locations based on field conditions is incidental to the associated channel work.

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

8-30 Streams, Rivers and Waterbodies

8-30.3(2) Streambed Aggregates – Supplement with the following:

The Streambed Aggregate mixture shall consist of streambed aggregates of the size distribution and in the following proportions, excluding Streambed Boulders which will be measured separately, per each:

Streambed 6” Cobbles: 20%, by weight
Streambed Sediment: 60%, by weight
Streambed Sand: 20%, by weight

Streambed sand is to be used for filling the voids, as described in Section **8-30.**3(3)B.

8-30.3(3)C Placing Blended Streambed Aggregates in Streambed – Add the following to the end of this subsection:

Contractor shall wash in fines as follows:

1. Place rock in streambed to a thickness of the D100 height, and less than boulder radius.
2. Wash native silts and sands completely into rock lift using a 2-inch trash pump or Owner approved equivalent.
3. Wash water shall be collected and pumped to an upland location for infiltration.
4. Continue building rock lifts and washing in fines until grades are met.

8-30.4 Measurement –

Comply with the measurement in this subsection for:

“Streambed Sediment”, per Ton.
“Streambed Cobbles 6 IN.”, per Ton.
“Streambed Boulders Type 2”, per Each.
“Streambed Sand” will be measured per Ton.

8-30.5 Payment –

Comply with the payment in this subsection for:

“Streambed Sediment”, per Ton
“Streambed Cobbles 6 IN.”, per Ton
“Streambed Boulders Type 2”, per Each.
“Streambed Sand” will be paid per Ton.

The Unit Contract Price shall be full payment for all costs to perform the Work as specified including supply, blending of streambed aggregates and watering in each lift, including supply and application of water to facilitate filling the interstitial voids after finished grade is achieved until Engineer determines surface flow is achieved.

8-31 Temporary Stream Diversion

8-31.3(1) Minimum Stream Flows – Add the following to the end of this subsection:

At all times of operation, the Contractor's temporary stream diversion shall be designed to convey the following minimum flow rate of water in cubic feet per second: 10 cfs.

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(2)C Plan Requirements

The TSD Plan shall provide the following information in the following order:

1. Description and Location of the temporary stream diversion

    a. Identify the name of the water body where the temporary stream diversion will be placed. Provide a description of the temporary stream diversion.

    b. Provide drawings showing the location of the temporary stream diversion, including proposed access routes and equipment to be used to construct the diversion.

2. Schedule and Sequence

    a. Provide a sequence of Work, dates, and durations for when the following will occur, in accordance with the in-water work window in the Special Provisions:

        i. Fish exclusion.
        ii. TSD Plan Implementation Meeting.
        iii. TSD installation.
        iv. Dewatering of the isolated Work area.
        v. Restoration and stabilization of the temporary stream diversion Work area to prevent erosion.
        vi. Any relocations of the temporary stream diversion to accommodate the Work sequence (if needed).
        vii. Channel rewatering.
        viii. Removal of the TSD.
        ix. Fish block removal.

    b. Include other Work that needs to be coordinated with the TSD (e.g., temporary erosion control).

3. Calculations and Materials

a. Detail all elements of the temporary stream diversion; including but not limited to pipes, pumps, and other equipment.
b. Calculations shall demonstrate the diversion system conveys the minimum peak flow specified by the Owner.
c. Temporary stream diversion shall include a water conveyance system to be used for dewatering and rewatering that is capable of conveying the flow required for the temporary stream diversion.
d. Methods for anchoring temporary stream diversion pipe and associated hardware; include calculations to demonstrate the devices ability to anchor the pipe and associated hardware.
e. Specifications for all materials and equipment to be used as part of the diversion including pump or diversion capacities and hose sizes. For example, provide the type, profile, and size of pipe.
f. Provide the size of fish screens (mesh size and surface area) to be used, in accordance with Section 8-31.3(5) of these Special Provisions.

4. Stream Flow Blocking and Dewatering

   a. Provide the method(s), including locations and details (narrative and drawings) for blocking both the upstream and downstream ends of the diversion. Describe how minor leakage from upstream and downstream will be addressed.
   b. Include provisions for scour protection at the temporary stream diversion outfalls.
   c. Identify the means and methods for dewatering water and disposal of the water.

5. Contingency Plan

   a. The Contractor shall include the details of the system in the TDS Plan sections that are applicable.
   b. Describe the Work that will be implemented to prevent the work area from becoming inundated.
   c. Provide the type and size of materials that will be used in the event of the Work area becoming inundated, including fish exclusion coordination with Owner if the block nets are compromised.
   d. Describe the storage location of contingency equipment and materials as well as testing protocolsthe system will be deployed and operational within 2 hours.

6. Inspection and Maintenance

   a. Provide the schedule and frequency for inspection of the temporary stream diversion; include weekends and holidays.
   b. Describe how maintenance will be conducted when inspections identify deficiencies in the temporary stream diversion. These include, but are not limited to, removal and disposal of trapped sediment or debris and repairing leaks.
   c. The Contractor shall keep a record of all inspections and maintenance of the temporary stream diversion.

7. Rewatering the Stream Channel

   a. Detail how the stream channel will be rewatered to comply with water quality requirements.

b. Identify measures that will prevent the stranding of fish during rewatering (i.e., describe methods, rates, and durations of the rewatering process knowing that flows downstream of the fish block must be maintained to protect fish).

8. Removal of the Temporary Stream Diversion

   a. Describe the sequence that will be used for removing the temporary stream diversion and methods to prevent water quality impacts.
   b. Describe how disturbed soil will be permanently stabilized.
   c. Describe any temporary pipes to remain (requires approval of the Owner): their type, pipe class, size, location, and plugging procedure.

Other Work required for the Contractor's temporary stream diversion

8-31.3(3) Fish Exclusion Assistance – Add the following the end of this subsection:

The Contractor shall provide pumps, hoses, and labor to dewater Yeon Creek, as needed in support of fish exclusion effort and transport of salvaged fish, lamprey, and other aquatic species for release outside the work area.

Division 9 – Materials

Comply with Division 9 of the Standard Specifications and modified as follows:

9-03.14(2) Select Borrow – Add the following:

Select Borrow will be sourced from excavation associated with existing culvert and road removal. Larger grain sized materials may be used upon approval by engineer.

9-03.14(3) Common Borrow – Add the following:
Common Borrow will be sourced from Structural Excavation materials to be stockpiled and reused or placed as directed by the Owner/Engineer.

9-10 Piling – Add the following:

Timber piling shall be untreated.

9-10.1 Timber Piling – Delete the table and the final paragraph, replace with the following:

Length in Feet	Min. Butt Dia. 3 feet Above Butt in inches	Max. Butt Dia. 3 feet Above Butt in inches	Min. Tip Dia. in inches
Under 40	12	16	10

Exhibit G
Project Permits and Placeholders

- **Washington Department of Fish & Wildlife – Hydraulic Project Approval (HPA).** Permit issuance from WDFW is anticipated in late April/early May, prior to in-water work window.

- **National Scenic Act for the Columbia River Gorge (NSA).** Awaiting Skamania County approval/confirmation that this project is in alignment with the conditions of construction in the Columbia Gorge National Scenic Area. Anticipated mid-May.

- **Corps of Engineers Section 404/401 Permit**. Permit review complete and awaiting the close of comment period for Section 106. Anticipated early June, prior to in-water work window

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.