

Yakama Nation

REQUEST FOR PROPOSALS

Issue Date **December 2, 2025**

Yakama Reservation Watersheds Project- Pom Pom Road Bridge and Culvert Replacement Project

Toppenish, Washington

Prepared by: Yakama Nation Fisheries (YNF), Yakama Reservation
Watersheds Project (YRWP)



Confederated Tribes and Bands
of the Yakama Nation

Established by the
Treaty of June 9, 1855

This solicitation is issued by

Confederated Tribes and Bands of the Yakama Nation
Yakama Reservation Watersheds Project
PO Box 151
Fort Road
Toppenish, Washington 98948

SOLICITATION SUMMARY

The Yakama Nation (YN) Yakama Reservation Watersheds Project (YRWP) is requesting price proposals (RFP) for the Pom Pom Road Bridge and Culvert Replacement Project.

The contract includes:

- Install a new bridge near the north side of the valley to provide a new crossing at the historical channel location.
- Remove existing “center culvert” and reconstruct the road prism in that location
- Install three new culverts to distribute overland floodplain flow through floodplain-dissecting Pom Pom Rd.
- Replace portions of the water line in Pom Pom Road.
- Raise Pom Pom Road.
- Install channel and scour protection at the new bridge and three new culverts.
- Provide increased berm materials along a short section of Marion Drain Rd
- All other project elements and details, included in the plans (**Exhibit C**) and project specifications (**Exhibit D**)

See Exhibit A. The project is located west of Toppenish, WA, Yakima County on the Yakama Nation Reservation in T.10N. R.17E. Section 20 and 21 Access is by state, county, local roads and WIP rights of way. The project lies west of the 120th Meridian.

Yakama Nation YRWP Contact Information:

Project related questions should be directed to:

Madeleine Eckmann, Habitat Biologist, 509-449-2091, eckm@yakamafish-nsn.gov

Audrey Scott, Habitat Biologist, 509-790-8596, scoa@yakamafish-nsn.gov

Questions: All technical questions regarding this project are to be submitted no later than **3:00 p.m., Tuesday, December 16, 2025** by e-mail to eckm@yakamafish-nsn.gov and Audrey Scott scoa@yakamafish-nsn.gov with the subject line reading, “Pom Pom Road Bridge and Culvert Replacement Project Question”. All project specific questions and responses to answers for this project will be posted on-line **by 4:00 p.m. on Tuesday, December 23, 2025**. If further Addenda are required to be issued, the bid closing date will be postponed.

SITE VISIT: A mandatory Pre-Bid Site visit will be hosted by Yakama Nation Fisheries on **9:00 a.m. December 9th, 2025**. Interested persons must RSVP via email to Madeleine Eckmann, at email above. Site tour participants will meet at the project site near White Swan, WA. [Google maps link to the meeting location.](#)

Price Proposal due Time and Date: **4:00 p.m., January 6, 2026** The award will be made as soon as possible after this date.

Delivery of Price Proposals: Send price proposals by parcel delivery service, postal mail, hand delivered or email. “See Bid Package, Instructions, Certifications” for specific instructions.

Delivery Date/Delivery Requirements: Construction of the new bridge, three culverts, road, water main, instream work, and all other listed work, must be accomplished by **September 1, 2026** to allow for water to flow in the new main channel under the bridge and floodplain (work by others).

Allowable delivery/work hours: 6:00 a.m. to 6:00 p.m., Monday through Friday (excluding holidays) or as approved by the Contracting Officer. All work must be completed no later than December 31, 2026 and all invoicing submitted by the end of January 2027.

Liquidated damages May be assessed for delay of milestones for culvert, water main, and instream work beyond September 1, 2026 due to limitations on the disruption of surface waters. See the template Construction Services Agreement below for specifics.

Contractor and all subcontractors shall have a Yakima Nation Business license and a contractor's license to work in the State of Washington.

Evaluation Factors for Award:

Award will be made to the responsible contractor submitting a proposal which provides the best value as determined by the Contracting Officer and Design Team. Best value will be determined based on the following factors:

- Demonstrated experience with similar work – 25%
- Cost – 25%
- Schedule – 15% - (must include milestone completion for culvert, water main, and instream work on or before September 1, 2026)
- Company integrity/references – 15%
- Demonstrated experience with permitting agencies relevant to the project – 10%
- Adequacy/quality of staff proposed – 10%

Please note that in awarding these contracts, qualified contractors that are tribally owned are preferred.

BID PACKAGE, INSTRUCTIONS, CERTIFICATIONS, AND FORMS

Bidding Instructions

Bid Package:

Submit all the following with the bid offer:

- A detailed construction schedule of how you propose to get all the project tasks completed within the stated project timeline.
- A completed budget (Exhibit B), and a list of key pieces of heavy equipment that will be used in construction of the project and a daily standby rate for each piece of heavy equipment.
- A completed Confirmation of receipt of any Addenda.
- Company narrative describing relevant experience.
- Minimum of 3 past project descriptions showing relevant work (general contractor and key subcontractors).
- Key staff narrative describing roles on this project and past experience.
- Minimum of 3 references from Owners for past projects.
- List of Proposed Subcontractors, including names and addresses
- List of Proposed Suppliers, including names and addresses
- List of Proposed Testing Companies, including names and addresses
- Bid Bond (Bid Guarantee) with the Yakama Nation named as obligee, for at least five percent of the maximum bid amount to be awarded.
- 52.203-2 Certificate of Independent Price Determination (Apr 1985)
- Representations, Certifications, and Other Statements of Bidders:
 - 52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (Sept 2007)
 - 52.209-5 Certification Regarding Responsibility Matters (Dec 2008)

The Contract:

Submit all the following after the Contract Award is made, and before notice to proceed is issued:

- Yakama Nation Construction Services Agreement, Signed
- Performance and Payment Bonds
- Proofs of Insurance
- Tribal Employment Rights Ordinance (TERO) Compliance Plan
- Yakama Nation Business License
- Proof that contractor is licensed by Washington State
- Current form W-9 (IRS Taxpayer Identification Number and Certification)
- Contractor's stationary letterhead

Administrative Forms:

Submit the following as specified in the contract language:

- Invoice Certification
- Release of Claims

Bid Conditions, Requirements:

Bidders are responsible for attending the mandatory pre-bid site visit and for reading and being thoroughly familiar with the contract documents. The failure or omission of any bidder to do the foregoing shall not relieve the bidder from any obligation in respect to its bid. Incomplete bid packages and bid packages received after the submittal deadline cannot be considered.

Please review the template Construction Services Agreement attached below for an overview of the Scope of Work to be incorporated into the awarded contract. Please make note of the specific provisions provided in this Construction Services agreement, including the detailed Exhibits A-I, that may be in addition to the specifications and directions found in the Project Plan Set. Information obtained from an officer, agent, or employee of the Government or any other person shall not affect the risks or obligations assumed by the bidder or relieve the bidder from fulfilling any of the conditions of the contract.

Each company seeking to be eligible for a contract under this Request for Proposals must submit one copy of their proposal. Bids will be accepted by parcel delivery service, postal mail, hand delivery or email. Bids must bear the bidder's name, and address.

Bids delivered by United States mail: Submit the bid with the subject line or label, "**Pom Pom Road Bridge and Culvert Replacement Project**", and the bidder's name and address.

Parcel Delivery:

Yakama Nation Fisheries, YRWP
Attention: Theresa Cripps
P. O. Box 151
Shipping Address: 401 Fort Road
Toppenish, WA 98948

Hand Delivery: Deliver (between hours of 9am-4pm) the bid to:

Yakama Nation Fisheries, YRWP
Attn: Theresa Cripps
4690 WA-22
Toppenish, WA 98948

Email (submitted to both recipients)

Tana Hoptowit (hopt@yakamafish-nsn.gov)
Theresa Cripps (crit@yakamafish-nsn.gov)

It is recommended that all shipping and/or delivery confirmation receipts are retained past the proposal due date to ensure proof of submission. All bids must be made on the Exhibit B Budget or on a copy of it. All blank spaces for bid prices must be filled in using ink or be typewritten, and the Budget must be fully completed, signed, and dated when submitted, with a 90-day guarantee of price.

Prospective bidders may not condition their bids. The award of this contract, if made, will be made to the lowest responsive, responsible, and qualified bidder as determined by the Yakama Nation and the Project Design Team if it is to the Yakama Nations best interest to accept such a bid.

Any bid may be withdrawn prior to the RFP closing date or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within 60 days after the RFP closing date. Should there be reasons why the contract cannot be awarded within the specified period; the time may be extended by mutual agreement between Yakama Nation and the lowest responsive and qualified bidder. Bidders must satisfy themselves of the accuracy of the estimated quantities in the Exhibit B Budget by examination of the site and a review of the plans, specifications, quantities included in Exhibit B and addenda. After bids have been submitted, the successful bidder shall not assert that there was a misunderstanding concerning the scope of work or of the nature of the work to be done.

Rejection of Bids: The Yakama Nation reserves the right to accept or reject any and all of the proposals received as a result of this request if it is in the best interest of the Yakama Nation to do so. This request does not commit the Yakama Nation to pay any costs incurred in the preparation of this proposal. The right is reserved by the Yakama Nation to waive any informalities or errors in the bid that, in the sole opinion of Yakama Nation do not materially affect the bid.

Laws, Ordinances, Rules, And Regulations: All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply throughout the contract.

WAGE RATES: This contract is subject to minimum wage requirements for work performed on-site. See contract **Exhibit G** -- DAVIS BACON WAGE DECISION

TRIBAL EMPLOYMENT RIGHTS ORDINANCE (TERO): TERO applies on this project. The successful bidder will be required to adhere to the TERO employment requirements, and upon project initiation will pay the TERO fee with budgeted project funds. The signed TERO agreement becomes a part of the contract and must be presented to the Yakama Nation TERO Directors before work can begin. An example TERO agreement is provided on the RFP Webpage. The Tribe's TERO Office can be contacted by calling TERO Representative Noel Hill at (509) 515-6319 or at Noel.Hill@yakama.com. A representative from the YN TERO office will be available at the pre-bid project walk through and will be able to answer contractor questions regarding the TERO contract.

Licenses and Permits: The successful bidder shall acquire and/or possess all licenses and permits which may be required to fulfill obligations of the Contract.

Yakama Nation Business Licensing Application: To obtain a business license application and fee schedule contact:

Yakama Nation Department of Revenue
Confederated Tribes of the Yakama Nation
401 Fort Road Room #205
P. O Box 151, Toppenish, WA 98948
Attn: Kayla Ceja
revenue@yakama.com
509-865-5121, Ext. 6069

BID GUARANTY: No bid will be considered unless accompanied by a surety company bid bond, or a certified or cashier's check payable to the order of Yakama Nation for a sum not less than five percent (5%) of the total amount of the bid. A Contract Bond covering performance and payment will be required with the contract. Federal Davis-Bacon Wage Rates apply to this contract and bidders are advised to consider this charge when tabulating bids.

Disqualification of Bidders: The Yakama Nation may, at its discretion, determine that a bidder is not responsible and reject their proposal for any of the following reasons:

- A. More than one Proposal submittal on the same project from a bidder under the same or different name;
- B. Evidence of collusion on prior or present bid process;
- C. Bidder not qualified for the work involved or to the extent of his bid;
- D. Unsatisfactory performance record, judged from the standpoint of conduct of work, workmanship or progress as shown by past or current work for the Yakama Nation;
- E. Incomplete work, whether for the Yakama Nation or otherwise, which might hinder or prevent the prompt completion of the work bid upon;
- F. Failure to pay or settle bills for labor or materials on any former or current contracts;
- G. Bidder has previously defaulted in the performance of or failed to complete a written public contract, or has been convicted of a crime arising from a previous public contract;
- H. Any other inability, financial or otherwise, to perform the work;
- I. Active or previous litigation between the Yakama Nation and Bidder; or
- J. For any other reasons deemed proper by the Yakama Nation.

Please Note:

Please note that in awarding these contracts, qualified contractors that are tribally owned are preferred.

The Yakama Nation is exempt from state taxes on this project. See the Treaty Fishery Exempt Cover Letter and Treaty Fishery Exempt Certificate attached on the RFP Website. The winning contractor will receive signed copies for their records.

This project has adopted by reference in the Bid Schedule and Engineer's Planset, the 2025 Washington State Department of Transportation (WSDOT) Standard Specifications for Road, Bridge, and Municipal Construction, modified by the project specifications (See Exhibit D). You can download a digital copy of the WSDOT 2025 Standard Specifications at:

<https://www.wsdot.wa.gov/publications/manuals/fulltext/M41-10/SS.pdf>

The winning contractor will have all equipment cleaned prior to entering any portion of the project site. Yakama Nation Designated Representative will provide equipment inspection to approve equipment is clear of any dirt or debris prior to unloading equipment from trailers.

The successful bidder will provide all needed equipment, and sufficient work force to accomplish the work.

CONSTRUCTION SERVICES AGREEMENT

BETWEEN:

THE CONFEDERATED TRIBES AND BANDS OF THE YAKAMA NATION

on behalf of its Yakama Reservation Watersheds Project

P.O. Box 151 / 401 Fort Road

Toppenish, WA 98948

General Phone: (509) 865-5121

Program Phone: 509-865-5121 ext. 6733

(HEREAFTER “YAKAMA NATION”)

AND

CONTRACTOR TO BE NAMED

CONTRACTOR ADDRESS

CONTRACTOR ADDRESS

CONTRACTOR PHONE

(HEREAFTER “CONTRACTOR”)

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

1. TERM

The effective term of this Agreement shall be from February 1, 2026, through December 31, 2026, absent a valid termination action in accordance with the express terms of this Agreement.

2. PERFORMANCE

Contractor agrees to perform the services set forth in the attached scope of work, Exhibit “A” (collectively, the “Services”), which is incorporated by reference in this Agreement.

The Contractor shall provide and bear the expense of all equipment, work, and labor of any sort whatsoever that may be required for the transfer of materials and for constructing and completing the work provided for in the Contract Documents, except those items mentioned therein to be furnished by Yakama Nation.

3. COMPENSATION

A. *Maximum Compensation.* The **total compensation amount** approved by Yakama Nation for this Agreement is limited to, and **shall not exceed** **AMOUNT (\$ NUMBER)**; which amount shall include any and all compensation for the Services as described herein and set forth in detail in the budget attached as Exhibit "B". If Exhibit "B" describes separate and specific maximum compensation amounts for services and expenses, then at the end of the term of this Agreement, any remaining balance in the amount allocated for expenses may be used by Yakama Nation, at its sole discretion, to cover fees for authorized services, so long as the total compensation amount set forth above is not exceeded.

B. *Invoicing, Progress Reports and Payment of Compensation.* Yakama Nation shall compensate Contractor according to the billing rate(s) and/or fee schedule(s) set forth in Exhibit "B" in an amount not to exceed that stated above. Contractor shall submit monthly invoices and appropriate supporting documentation to Yakama Nation, including a progress report that provides of brief summary of daily activities associated with services performed and completed by Contractor. 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 Yakama Nation's designated staff contact within fifteen (15) days after the end of the month in which the services were provided and/or expenses were incurred. Contractor waives the right to receive full payment on invoices submitted more than sixty (60) days following the end of the proper invoice period. If a question or concern arises regarding an item on an invoice, Yakama Nation 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.

B.1 (Option-Negotiable) *Retainage.* The Owner may retain fifteen percent (15%) of the amount invoiced for securing completion of the schedule milestone for Work related to culvert, water main, and instream work.

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

D. *Federal & Grant Funds.* Contractor understands and agrees that agreements and 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 Budget Management'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 with any applicable grant or contract terms, and further understands and agrees that the use of such funds may be subject to audit by the grantor agency. Contractor shall reimburse Yakama Nation for any costs of Contractor that are disallowed by a grantor.

4. PROPERTY DEVELOPED BY CONTRACTOR

Contractor agrees that it will retain no interest in the information, data, proposals, papers, copyrights, patents, or any other material or property developed, discovered, invented, and/or accumulated by Contractor in connection with the performance of this Agreement. Subject to applicable law, Contractor shall turn over such information, data, proposals, papers, copyrights, patents, discoveries, inventions, and other material or property to Yakama Nation upon the expiration or termination of this Agreement or upon request.

5. PUBLICATION OF INFORMATION

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

6. RECORDS

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

B. *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 Yakama Nation, the grantor agency (if applicable), the Comptroller General of the United States, or any of their duly authorized representatives, shall have timely access to 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 creating excerpts and/or transcriptions.

7. INDEPENDENT CONTRACTORS

Contractor shall employ, at the contractor's own expense, all personnel and equipment reasonably necessary to perform the Services called for by this Agreement. Such personnel shall not be considered Yakama Nation employees. Contractor shall be responsible to ensure that all personnel engaged in performing Services are fully qualified to undertake the work in accordance with applicable tribal, federal, state, and local laws. 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 Yakama Nation; nor will Contractor or its personnel be entitled to any employee benefits provided by Yakama Nation. The Parties are not engaged in a joint venture or partnership. Neither party can represent or bind the other. Unless otherwise expressly agreed, Contractor shall be solely responsible to secure and pay for any necessary or appropriate permits, fees, licenses, inspections, or other prerequisites necessary for proper performance of the Services called for by this Agreement.

8. SUBCONTRACTING

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

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

9. ASSIGNMENT OF INTEREST

Contractor shall not assign its interest in this Agreement, or any part thereof, including its right to receive payment for services 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.

10. INDEMNIFICATION

Contractor shall, at its sole expense, hold harmless, indemnify, and defend Yakama Nation and its officers, agents, employees, and assigns against any and all losses, costs, damages, expenses or other liabilities whatsoever, including reasonable attorney's fees and expenses, that arise out of or are connected with, directly or indirectly, Contractor's actions or omissions, or Contractor's agents' acts or omissions related to this Agreement, including, but not limited to, accidents or injuries to persons or property.

11. SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK

A. Contractor acknowledges that it has taken steps reasonably necessary to 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 transportation, disposal, handling, and storage of materials;
- (2) The availability of labor, water, electric power, and roads;
- (3) Uncertainties of weather, river stages, tides, or similar physical conditions at the site;
- (4) The conformation and conditions of the ground; and
- (5) The character of equipment and facilities needed preliminary to and during work performance.

Contractor also acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is

reasonably ascertainable from an inspection of the site, including all exploratory work done by Yakama Nation and information available to the public from local government agencies, as well as from the drawings and specifications made a part of this Agreement. Any failure of Contractor to take the actions described and acknowledged in this paragraph will not relieve Contractor from responsibility for properly estimating the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to Yakama Nation.

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

12. PHYSICAL DATA

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

(a) The indications of physical conditions on any drawings or specifications that have been provided are the result of general inspection of the site.

(b) Geotechnical Report

13. SCHEDULE FOR CONSTRUCTION

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

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

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

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

14. DIFFERING SITE CONDITIONS

Contractor shall promptly, and before the conditions are disturbed, give a written notice to Yakama Nation of (1) subsurface or latent physical 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 ordinarily encountered and generally recognized as inherent to the type of work provided for in the Agreement. Unless specifically identified in the Agreement, discoveries of archaeological or historical remains such as graves, fossils, skeletal materials and artifacts protected by the Archaeological Resources Protection Act (36 CFR 1214) are considered type 2 conditions.

15. LAYOUT OF WORK

Contractor shall lay out its work from Yakama Nation established base lines and bench marks indicated on the drawings or any other manner furnished by Yakama Nation. Contractor shall be responsible for all measurements in connection with the layout. Contractor shall furnish, at its own expense, all stakes, templates, platforms, equipment, tools, materials, and labor required to lay out any part of the work. Contractor shall be responsible for the execution of the work to the lines and grades that may be established or indicated by Yakama Nation. Contractor shall also be responsible for maintaining and preserving all stakes and other marks established by Yakama Nation until authorized to remove them. If such marks are destroyed by Contractor or through its negligence before their removal is authorized, Yakama Nation may replace them and deduct the expense of the replacement from any amounts due or to become due to Contractor.

16. SPECIFICATIONS, DRAWINGS AND MATERIAL SUBMITTALS

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

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

17. MATERIAL & WORKMANSHIP

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

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

C. *Legally Compliant Work.* In performing its obligations under this Agreement, Contractor shall comply with all applicable tribal, federal, state and local laws, regulations, guidelines and policies in performance of services under this Agreement. Such laws may include, but are not limited to, the Davis Bacon Act and related federal labor law requirements associated with federally funded construction projects. Contractor represents that it has reviewed, and is familiar with, all laws relevant to the performance of services under this Agreement.

18. 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 who is satisfactory to Yakama Nation and has authority to act for Contractor.

19. PERMITS AND RESPONSIBILITIES

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

20. OTHER CONTRACTS

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

21. USE AND POSSESSION PRIOR TO COMPLETION

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

22. CLEANING UP

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

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

23. ROAD MAINTENANCE

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

24. STOP WORK ORDER

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

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

25. PROTECTION OF EXISTING VEGETATION, STRUCTURES, AND IMPROVEMENTS

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

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

26. INSURANCE

A. The following minimum kinds and amounts of insurance are applicable in the performance of the work under this Agreement. Contractor shall (subject to applicable law) maintain such insurance, naming Yakama Nation as an additional insured:

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

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

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

(4) *Environmental impairment liability.* Contractor shall provide environmental impairment liability insurance of at least \$1,000,000 per occurrence. Such insurance will include coverage for the clean up, removal, storage, disposal, transportation and/or use of pollutants. The insurance policy shall name Yakama Nation, its officials, officers,

employees and agents as insured. Contractor's policy shall be primary to any insurance of Yakama Nation.

(5) Professional Liability. Contractor and/or its subcontractor(s) and/or its design consultant providing construction management, value engineering, or any other design-related non-construction professional services shall provide evidence of Professional Liability insurance covering professional errors and omissions. Such policy shall provide the following minimum limits: \$1,000,000 per claim and annual aggregate.

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

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

27. INSPECTION - SERVICES AND CONSTRUCTION

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

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

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

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

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

28. WARRANTY - CONSTRUCTION

A. In addition to any other warranties in this Agreement, Contractor warrants, except as provided in paragraph (H)(1) of this clause, that work performed by it and/or its subcontractors under this Agreement conforms to applicable law and to the contract requirements, and is free of any defect in equipment, material, or design furnished, or workmanship performed by Contractor or any subcontractor or supplier at any tier. Contractor acknowledges that Yakama Nation intends to transfer the completed work to Yakima County and that all warranties granted, express or implied, to the Yakama Nation under this Agreement shall extend equally to Yakima County upon a written transfer Agreement.

B. This warranty shall continue for a period of one (1) year from the date of final acceptance of the work. If Yakama Nation takes possession of any part of the work before final acceptance, this warranty shall continue for a period of one (1) year from the date Yakama Nation takes possession.

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

- (1) Contractor's failure to conform to applicable law or contract requirements; or
- (2) Any defect of equipment, material, workmanship, or design furnished by Contractor.

D. Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. Contractor's warranty with respect to work repaired or replaced will run for one (1) year from the date of repair or replacement.

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

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

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

- (1) Obtain all warranties that would be given in normal commercial practice;
- (2) Require all warranties to be executed, in writing, for the benefit of Yakama Nation, if directed by Yakama Nation; and
- (3) Enforce all warranties for the benefit of Yakama Nation, if directed by Yakama Nation.

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

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

29. TAXES

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

30. TERMINATION

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

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

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

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

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

31. FORCE MAJEURE

This Agreement is subject to force majeure, and is contingent on strikes, accidents, acts of God, weather conditions, fire regulations, the actions of any government, including funding and/or budgetary decisions, and other circumstances which are beyond the control of the parties. If the terms and conditions of this Agreement are unable to be performed as a result of any cause of force majeure, then Parties shall make commercially reasonable efforts to perform all portions of this Agreement which may be severable for completing the Work, without regard for punitive damages or at-fault assignments while the Parties attempt to achieve performance.

32. NOTICE

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

Contractor Name
Contractor Company Name
Contractor Address
Contractor Address

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

Gerald Lewis, Chairman
Yakama Tribal Council
PO Box 151 / 401 Fort Road
Toppenish, WA 98948

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

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

33. SUPERVISION OF CONTRACTOR/DESIGNATED REPRESENTATIVE

Contractor shall act under the supervision of the following Designated Representative of Yakama Nation in performing services under this Agreement:

Name:	Madeleine Eckmann, Habitat Biologist
Address:	PO Box 151, Toppenish, WA 98948
Phone:	509-449-2091
Email:	eckm@yakamafish-nsn.gov

The Designated Representative is designated for project management purposes only, and does not have authority to authorize any changes, modifications or addendums to this Agreement, nor does the Designated Representative have signing authority on behalf of Yakama Nation. Yakama Nation shall provide Contractor reasonable notice if there is a change in the Designated Representative.

34. COMPLIANCE PROVISIONS

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

B. *Indian Preference.* Notwithstanding the above, Contractor shall, for all work performed on or near the Yakama Reservation pursuant to this Agreement, and consistent with Section 703(i) of the 1964 Civil Rights Act, give preference in employment (including any authorized subcontracts) to equally qualified Indians regardless of their handicap, age, religion or sex. To the extent feasible and consistent with the efficient performance of this Agreement, Contractor shall provide employment and training opportunities to Indians that are not fully qualified to perform under this Agreement, regardless of their handicap, age, religion or sex. Further, Contractor shall comply with any and all applicable Indian preference laws and requirements established by Yakama Nation, including those set forth in the Yakama Nation Tribal Employment Rights Ordinance (“TERO”), as amended (Yakama Revised Law & Order Codes, Title 71).

35. JURISDICTION & VENUE

The validity, interpretation, and performance of this Agreement, and any and all written instruments, agreements, specifications and other writings of whatever nature which relate to or are part of this Agreement, shall be governed by and construed in accordance with the laws of Yakama Nation. Both Parties understand and agree that this Agreement establishes a consensual business relationship between the Parties for purposes of Yakama Tribal Court jurisdiction. Venue of any court action filed to enforce or interpret the provisions of this Agreement shall be exclusively in Yakama Nation Tribal Court(s). In the event of litigation to enforce the provisions of this Agreement, the prevailing party shall be entitled to reasonable legal fees and expenses in addition to any other relief allowed.

36. DISPUTE RESOLUTION

A. *Meet and Confer Meeting.* In the event that a dispute arises between the Parties over the performance, interpretation, or enforcement of this Agreement, the Parties in the first instance shall attempt in good faith to resolve the dispute informally by mutual Agreement in a face-to-face meet and confer meeting. All offers, promises, conduct and statements, whether oral or written, made in the course of the meet and confer meeting by any of the Parties, their agents, employees, experts and attorneys shall be considered confidential, privileged and inadmissible for any purpose, including impeachment, in any other proceeding involving the Parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the meet and confer meeting.

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

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

37. GENERAL TERMS

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

B. *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.

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

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

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

F. *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.

G. *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.

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

38. ENTIRE AGREEMENT

This Agreement incorporates all the agreements, covenants and understandings 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 this Agreement.

The following Exhibits are incorporated by reference into this Agreement:

- Exhibit "A" – Statement/Scope of Work
- Exhibit "B" – Budget
- Exhibit "C" – Construction Plan set
- Exhibit "D" - Project Specifications
- Exhibit "E" – Geotechnical Report
- Exhibit "F" – Payment
- Exhibit "G" – Davis Bacon Wage Decision
- Exhibit "H" – Additional Funding Agreement Provisions
- Exhibit "I" – Permit requirements

39. SOVEREIGN IMMUNITY

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

40. SPECIAL PROVISIONS

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

A. Federal Acquisition Clauses. This contract adopts certain Federal Acquisition Clauses of the Federal Acquisition Regulations System (“FAR”) for its contract language. Therefore, any literal reference to the United States or agents thereof in the FAR clauses must be taken as a reference to the Yakama Nation and its comparable agents.

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

If Contractor is authorized under this Agreement to hire any subcontractors, Contractor shall ensure that their contracts include requirements that are substantively the same as provided for in this Section 40.B.

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

If Contractor is authorized under this Agreement to hire any subcontractors, Contractor shall ensure that their contracts include requirements that are substantively the same as provided for in this Section 40.C.

D. (Option-Negotiable) *Liquidated Damages*. Liquidated damage may be assessed for failure to complete milestones for culvert, water main, and instream Work prior to September 1, 2026. Written notice of the Owner’s intent to invoke liquidated damages shall be provided to the Contractor by July 15, 2026 based on the Owner’s review of monthly invoices and consistent satisfactory progress in the quality and quantity of milestone work.

E. The following FAR are incorporated into the contract by reference or in full text. For the full text of the clauses incorporated by reference visit Part 52—Solicitation Provisions and Contract Clauses at <https://www.acquisition.gov/far/html/FARTOCP52.html>

These, herein, listed FAR clauses compliment, and augment the numbered paragraphs of this Agreement. In those cases where there are discrepancies between FAR and the Agreement, the interpretation most favorable to the Yakama Nation will supersede and apply.

1. *Deliveries or Performance. 52.211-10 Commencement, Prosecution, and Completion of Work (Apr 1984).* The Contractor shall be required to:
 - a. commence work under this contract within 10 (ten) calendar days after the date the Contractor receives the notice to proceed,
 - b. prosecute the work diligently, and
 - c. complete the entire work (Physical Completion) ready for use not later than December 30, 2026. The time stated for completion shall include final cleanup of the premises.
2. *52.228-1 -- Bid Guarantee (Sep 1996)*
 - a. Per FAR 52.228-1(c) -- Bid Guarantee (Sep 1996) The amount of the bid guarantee shall be five percent of the bid price.
3. *52.228-15 Performance and Payment Bonds—Construction. (Oct 2010)*
 - a. Payment and Performance Bonds when required based on value of contract per FAR 52.228-15.
 - o Amount of Required bonds per FAR 28.102-2
 - For Contracts values less than \$35,000, no bonds required
 - For Contracts values between \$35,000 and \$150,000, payment bonds required.
 - For Contracts values \$150,000 and higher, payment and performance bonds required.
4. *52.236-27 Site Visit (Construction). (Feb 1995)*
 - a. The clauses at 52.236-2, Differing Site Conditions, and 52.236-3, Site Investigations and Conditions Affecting the Work, will be included in any contract awarded as a result of this solicitation. Accordingly, offerors or quoters are required to attend the Pre-Bid Site Visit where the work will be performed.
 - b. Department of the Interior Acquisition Regulation (DIAR). Contractor shall comply with the following DIAR Acquisition Regulations, which is hereby incorporated into this Agreement by reference:
5. *1452.215-71 Use and Disclosure of Proposal Information – DEPT. OF THE INTERIOR (APR1984)*
6. *1452.204-70 Release of Claims -- DEPARTMENT OF THE INTERIOR (July 1996)*

IN WITNESS WHEREOF, we set our hands and seals:

[Signature page(s) to follow.]

CONFEDERATED TRIBES & BANDS OF THE YAKAMA NATION:

By: _____

Date: _____

Name: Gerald Lewis (or authorized designee)

Title: Yakama Nation Tribal Council Chairman

CONTRACTOR TO BE NAMED

EIN # XX-XXXXXXX

By: _____

Date: _____

Name: **TO BE NAMED**

Title: President

EXHIBIT A

Scope of Work

1. Background

The owner, Yakama Nation Fisheries, is constructing a salmon habitat restoration project along Toppenish Creek a tributary to the Yakima River. The project is titled the “Pom Pom Road Bridge and Culvert Replacement Project.” This project is funded through the 2008 Columbia River Fish Accords by the Bonneville Power Administration (BPA), and additional funding from the Bureau of Reclamation.

This project includes two phases starting with the construction of the Pom Pom Road bridge and culverts (this contract). Starting in September of 2026, Toppenish Creek will be routed back into its historic channel and floodplain (separate “Restoration” contract, by others). The restoration contractor will also be present on site starting as early as May 1, 2026.

Project details including technical specifications, engineered plan sheets, and quantities are contained or referenced within the specifications in this Exhibit, **Exhibit B (Budget)**, **Exhibit C (Construction Plan set)** and **Exhibit D (Project Specifications)**. All work on this project will be directed by the Owner’s Designated Representative(s). No deviations from the Project Plan set will be allowed without prior approval from the Owner’s Designated Representative(s).

Exhibit E is the geotechnical report, providing the summary of geotechnical conditions present at the site. **Exhibit F** provides a payment schedule and invoicing requirements. **Exhibit G** is the current Davis Bacon Wage Decision this contract will comply with. **Exhibit H** is the funding agreements providing funding for this contract, that must be adhered to by the Contractor.

2. Location

The project is located in Yakima County, on the Yakama Nation Reservation, approximately 5 miles south of White Swan, WA.

3. Project Tasks:

All tasks will be completed as per **Exhibit C and Exhibit D**. Major project elements include but are not limited to each of the Item Numbers listed in **Exhibit B**.

4. Project Schedule and Key Deliverables

The time limit for physical completion of work is a total of 190 WORKING DAYS.

This project will occur adjacent to private lands containing inhabited residences. Construction noise disturbances outside of normal work hours will not be allowed. Except in the case of emergency or unless otherwise approved by the Yakama Nation Designated Representative, the normal working hours for the Contract shall be between 6:00 am and 6:00 pm, Monday through Friday.

If the Contractor desires different than the normal working hours stated above, the request must be submitted in writing prior to the preconstruction conference, subject to the provisions below. The working hours for the Contract shall be established at or prior to the preconstruction conference.

All working hours and days are also subject to local permit and ordinance conditions (such as noise ordinances).

The contractor will be required to attend weekly on-site meetings with the design team, at which time the contractor will provide a 3-week look ahead schedule of work to be completed in accordance with Section 1-08.3(2) E of the project specifications.

1. Contractor Obligations

The Contractor shall furnish all supervision, labor, equipment and tools necessary to complete the project as described in Exhibit C and Exhibit D.

The Contractor shall hire an independent testing organization to complete all materials testing and soil compaction testing required in the plans and the project specifications, including anywhere it is stated that the sampling and testing will be performed by the Contracting Agency. Test reports shall be submitted to the Owner's Designated Representative for review prior to approval. The Contractor shall provide reports to the Owner's Designated Representative with sufficient time for review before use.

2. Consistent Satisfactory Progress

Consistent satisfactory progress in this project will be required. Satisfactory progress will be measured by both the quality and quantity of work. If for any reason no work is performed, the Contractor may be given a notice of contract cancellation. Consistent satisfactory progress will also be determined by the Contractor's demonstrated ability to perform all work tasks described in Exhibit C and Exhibit D. If it appears that the Contractor is unable to complete the project tasks within the permitting work window, the Contractor may be given a notice of contract cancellation. The Owner's Designated Representative(s) and the Professional Engineer(s) will monitor progress closely.

3. Fire Suppression

This project is located in IFPL zone 675. The Contractor will be familiar with and prepared for the requirements associated with IFPL Levels II & III and the restrictions associated with those. The Yakama Nation will work to help the contractor acquire IFPL shut down waivers to allow work to continue on schedule. A fire prevention plan will be included in the final contract, and will include equipment and responsibilities for the Contractor. Fire prevention plans will list mandatory preventative measures, equipment availability, and communications capabilities the Contractor will employ to operate under an IFPL waiver.

In the event that an IFPL waiver is not granted, the Contractor will include a provision for hours not available for construction activities due to IFPL Level III restrictions (generally no work after 1:00pm). Standby rates shall be provided in the attached Exhibit B Budget. Any bid submissions that do not contain standby rate information will be disqualified. The

Owner will notify the Contractor no less than three months in advance of the agreed upon start of construction, if a waiver will not be issued.

4. Road Signage

The Contractor will observe all road signage regulations regardless of the project location and as per **Exhibit C and Exhibit D** if applicable. Road signage and traffic control on the road will also be necessary during project construction as per **Exhibit C**.

5. Utilities Location

The Contractor will locate all utilities prior to any excavation. In addition, Contractor will need to contact Yakama Nation Power and Yakama Nation Water/Sewer prior to any excavation.

Yakama Nation Power: (509) 865-7697

Yakama Nation Water/Sewer: stephenstarr@yahoo.com

6. Communication with Landowners

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

7. Exclusivity

During the term of this Agreement, including time taken for mobilization and demobilization of construction equipment, Contractor shall not conduct any work on the property designated in this Agreement unless so directed by the Designated Representative. Contractor shall require in all contracts with subcontractors that subcontractors not conduct any work on the property designated in this Agreement unless so directed by the Designated Representative. Any additional work conducted on the property designated in this Agreement by Contractor without the express consent of the Designated Representative shall constitute a material breach of this Agreement, thereby relieving the Yakama Nation from all payment obligations to the Contractor.

8. Applicable Documents

This project has adopted by reference in the Engineer's Plan set the 2025 Washington State Department of Transportation (WSDOT) Standard Specifications for Road, Bridge, and Municipal Construction. Please download a digital copy of the WSDOT 2025 Standard Specifications from: <https://www.wsdot.wa.gov/publications/manuals/fulltext/M41-10/SS.pdf>

EXHIBIT B

Budget

Attention:

This certifies that the undersigned has examined the locations of:

Pom Pom Road Bridge and Culvert Replacement Project

and that the plans, specifications, and contract governing the work embraced in this improvement, and the method by which payment will be made for said work is understood. The undersigned hereby proposes to undertake and complete the work embraced in this improvement, or as much thereof as can be completed with the money available in accordance with the said plans, specifications, and contract, and the following schedule of rates and prices:

(Note: Unit prices for all items, all extensions, and total amount of bid shall be shown. All entries must be typed or entered in ink.)

Item No.	Description	Spec	Quantity	Unit of Measure	Unit Price	Total Price
1	MOBILIZATION	1-09.7	1	L.S.	\$_____.	\$_____.
2	CLEARING AND GRUBBING	2-01	2	ACRE	\$_____.	\$_____.
3	DECOMMISSIONING WELLS	2-02 SP	1	L.S.	\$_____.	\$_____.
4	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	2-02	1	L.S.	\$_____.	\$_____.
5	ROADWAY EXCAVATION INCL. HAUL	2-03	65	C.Y.	\$_____.	\$_____.
6	GRAVEL BORROW INCL. HAUL	2-03	10,584	C.Y.	\$_____.	\$_____.
7	EMBANKMENT COMPACTION	2-03	10,584	C.Y.	\$_____.	\$_____.
8	COMMON BORROW INCL HAUL	2-03	2,120	C.Y.	\$_____.	\$_____.
9	CHANNEL EXCAVATION INCL. HAUL	2-03	9,890	C.Y.	\$_____.	\$_____.
10	QUARRY SPALLS	8-15	683	C.Y.	\$_____.	\$_____.
11	ROCK FOR EROSION AND SCOUR PROTECTION CLASS A	8-30 SP	2,330	TON	\$_____.	\$_____.
12	ROCK FOR EROSION AND SCOUR PROTECTION CLASS C	8-30 SP	2,340	TON	\$_____.	\$_____.
13	STREAMBED AT BRIDGE	8-30 SP	3,040	C.Y.	\$_____.	\$_____.
14	STREAMBED BOULDER TYPE FOUR	8-30 SP	16	EA	\$_____.	\$_____.
15	CONSTRUCTION GEOTEXTILE FOR SEPARATION	2-12	1,219	S.Y.	\$_____.	\$_____.

16	STRUCTURE EXCAVATION CLASS A INCL. HAUL	2-09	3,761	C.Y.	\$_____.	\$_____.
Item No.	Description	Spec	Quantity	Unit of Measure	Unit Price	Total Price
17	SHORING OR EXTRA EXCAVATION CL. A	2-09	1	L.S.	\$_____.	\$_____.
18	GRAVEL BACKFILL FOR WALL	2-09	252	C.Y.	\$_____.	\$_____.
19	CONSTRUCTING 4 FT. DIAM SHAFT	6-19	188	L.F.	\$_____.	\$_____.
20	REMOVING SHAFT OBSTRUCTION	6-19	EST	DOL	\$ 1.00	\$ 125,000.00
21	QA SHAFT TEST	6-19	4	EA	\$_____.	\$_____.
22	ST. REINF. BAR	6-02	12,316	LB.	\$_____.	\$_____.
23	CONC. CLASS 4000	6-02	82	C.Y.	\$_____.	\$_____.
24	DEFICIENT STRENGTH CONC. PRICE ADJUSTMENT	6-02	1	CALC	\$ -1.00	\$ -1.00
25	CONTRACTOR DESIGNED BURIED STRUCTURE NO. 1	6-20	1	L.S.	\$_____.	\$_____.
26	CONTRACTOR DESIGNED BURIED STRUCTURE NO. 2	6-20	1	L.S.	\$_____.	\$_____.
27	CONTRACTOR DESIGNED BURIED STRUCTURE NO. 3	6-20	1	L.S.	\$_____.	\$_____.
28	SUPERSTRUCTURE - POM POM ROAD BRIDGE	6-02	1	L.S.	\$_____.	\$_____.
29	BRIDGE RAILING TYPE CHAIN LINK PIPE RAIL	6-06	658	L.F.	\$_____.	\$_____.
30	TRAFFIC BARRIER	6-10	100	L.F.	\$_____.	\$_____.
31	BOX CULVERT GUARDRAIL STEEL POST TYPE 31	8-11 SP	24	EA	\$_____.	\$_____.
32	STRUCTURAL EARTH WALL	6-13	4,638	S.F.	\$_____.	\$_____.
33	GRAVEL BORROW FOR STRUCTURAL EARTH WALL	6-13	1,903	C.Y.	\$_____.	\$_____.
34	BRIDGE APPROACH SLAB	6-02	157	S.Y.	\$_____.	\$_____.
35	CRUSHED SURFACING BASE COURSE	4-04	2848	TON	\$_____.	\$_____.
36	CRUSHED SURFACING TOP COURSE	4-04	1,001	TON	\$_____.	\$_____.
37	SILT FENCE	8-01	7,017	L.F.	\$_____.	\$_____.
38	STABILIZED CONSTRUCTION ENTRANCE	8-01	1	EA	\$_____.	\$_____.
39	SEEDING AND MULCHING	8-01	2	ACRE	\$_____.	\$_____.
40	BEAM GUARDRAIL TYPE 31, 6'-3" POST SPACING	8-11 SP	2,400	L.F.	\$_____.	\$_____.
41	BEAM GUARDRAIL TYPE 31, NON-FLARED TERMINAL	8-11	4	EA.	\$_____.	\$_____.

42	BEAM GUARDRAIL TRANSITION SECTION, TYPE 31	8-11	4	EA.	\$_____.	\$_____.
43	PROJECT TEMPORARY TRAFFIC CONTROL	1-10	1	L.S.	\$_____.	\$_____.
44	CONSTRUCTION SIGNS CLASS A	1-10	130	S.F.	\$_____.	\$_____.
45	TRIMMING AND CLEANUP	2-11	1	L.S.	\$_____.	\$_____.
46	PVC C900 FOR WATER MAIN, 10-IN	7-09	990	L.F.	\$_____.	\$_____.
47	PRE-INSULATED HDPE DR 9 WATER MAIN UNDER BRIDGE	7-09 SP	225	L.F.	\$_____.	\$_____.
48	DUCTILE IRON EXPANSION JOINT, 10-IN WITH 24" INSULATED CLAM SHELL	7-09 SP	2	EA.	\$_____.	\$_____.
49	WATER MAIN CROSSING UNDER CULVERT	7-09 SP	3	EA.	\$_____.	\$_____.
50	GATE VALVE 10 IN.	7-12	9	EA.	\$_____.	\$_____.
51	COMB. AIR RELEASE VALVE ASSEMBLY	7-12	4	EA.	\$_____.	\$_____.
52	CUT-IN, 10-IN	7-12 SP	2	EA.	\$_____.	\$_____.
53	EROSION AND WATER POLLUTION PREVENTION	8-01.5(1)	1	L.S.	\$_____.	\$_____.
54	SPCC PLAN	1-07.15(1)	1	L.S.	\$_____.	\$_____.
55	TEMPORARY SHORING FOR CHANNEL AT BRIDGE	8-30 SP	1	L.S.	\$_____.	\$_____.
56	CONSTRUCTION GEOTEXTILE FOR PERMANENT EROSION CONTROL, NON WOVEN, HIGH SURVIVABILITY, CLASS B	2-12	290	S.Y.	\$_____.	\$_____.
57	MINOR CHANGE	1-04.4	1	DOL	\$ 1.00	\$ 25,000.00
58	RECORD DRAWINGS	1-05.18 SP	1	L.S.	\$_____.	\$_____.
59	TYPE B PROGRESS SCHEDULE	1-08.3 SP	1	L.S.	\$_____.	\$_____.
60	STRUCTURE SURVEYING	1-05.4 SP	1	L.S.	\$_____.	\$_____.
61	ROADWAY SURVEYING	1-05.4 SP	1	L.S.	\$_____.	\$_____.
62	FIELD BUILDING	8-31 SP	1	L.S.	\$_____.	\$_____.
63	ARCHEOLOGICAL AND HISTORIC SALVAGE	1-07.16 SP	1	DOL	\$ 1.00	\$ 25,000.00

Subtotal Items 1-63: _____

3% Contract Value Permitting Fee: _____

Rate Schedule for Standby Time if IFPL Waiver May Not Be Obtained (see Exhibit A – Industrial Fire Precaution Level (IFPL))

If a Level III IFPL is issued, then the Contractor must stop work at 1:00pm. In the event that an IFPL waiver is not granted, the Contractor may bill for hours not available for construction activities due to IFPL Level III restrictions based on the rate schedule below. The Owner will notify the Contractor no less than three months in advance of the agreed upon start of construction, if a waiver will not be issued.

ITEM	DESCRIPTION	UNIT	UNIT PRICE
1	Standby Rate	Hour	

PROPOSAL – Signature Page

The bidder is hereby advised that by signature of this proposal he/she is deemed to have acknowledged all requirements and signed all certificates contained herein.

The undersigned hereby agrees to pay labor not less than the prevailing rates of wages in accordance with the requirements of the special provisions for this project.

By signing and submitting this form you are agreeing to honor the completed rate schedule as this company's competitive bid for a period of up to 90 days from the date this form was prepared.

A proposal guaranty in an amount of five percent (5%) of the total bid based upon the approximate estimate of quantities at the above prices and in the form as indicated below is attached hereto:

- ☐ CASHIER'S CHECK In the amount of \$_____Dollars
- ☐ CERTIFIED CHECK In the amount of \$_____Dollars
(Payable to Yakama Nation)
- ☐ PROPOSAL BOND In the amount five percent (5%) of the total bid.

Receipt is hereby acknowledged of Addendum(s) No. (s) _____, _____, & _____.

Signature of Authorized Officials(s):

Proposal Must Be Signed

PRINT NAME

Firm Name:

Address:

Telephone No.:

State of Washington Contractor's License No. _____

UBI No. _____

Employment Security Department No. _____

Note:

(1) This proposal form is not transferable and any alteration of the firm's name entered hereon without prior permission from the Yakama County will be cause for considering the proposal irregular and subsequent rejection of the bid.

BID PROPOSAL MUST BE SIGNED.

**FAILURE TO SIGN OR COMPLETE ALL INFORMATION CAN RESULT
IN REJECTION OF THE PROPOSAL AS NON-RESPONSIVE.**



EXHIBIT C

Construction Plan Set



EXHIBIT D

Project Specifications



EXHIBIT E

Geotechnical Report



EXHIBIT F

Payment

1. Payment Schedule

- ☐ **Progress:** The Contractor shall submit a separate bill for each major project task element after the work has been completed, reviewed and accepted by Yakama Nation's Designated Representative. The Contractor is encouraged to invoice monthly when payment is necessary.
- ☒ **Percentage:** The Contractor shall invoice monthly and will be allowed to submit a bill for percentage of work completed after the work has been reviewed and accepted by Yakama Nation's Designated Representative.
- ☐ **Actual Work Completed:** The Contractor shall invoice monthly and will be allowed to submit a bill for actual work completed.
- ☐ **Alternative Schedule:** The Contractor shall invoice and be allowed to submit a bill as follow: [alternate payment plan description, e.g., 30% deposit with balance due after work has been reviewed and accepted by Yakama Nation's Designated Representative]

2. Tax Exempt Certificate

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

☐ The Contractor **has not** been given a Tax Exemption Certificate

☒ The Contractor **has** been given a single use Tax Exemption Certificate. Due to the nature of this Agreement, as set forth below, the Contractor should be allowed to use the tax-exempt certificate that is included with this document.

- Fisheries Management Through Salmon Habitat Restoration

3. Forms to be submitted with all request for payments.

- Invoice Certification: The Contractor must include with each submitted invoice an Invoice Certification form.
- The Contractor shall submit a breakdown of the cost of lump sum Items to enable the Yakama Nation Designated Representative 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 Designated Representative will make a determination based on information

available. The Designated Representative's determination of the cost of Work shall be final.

- Release of Claims: The Contractor must include with the final invoice.



Invoice Certification

INVOICE # __ AMOUNT REQUESTED _____ PERIOD ENDING: _____
FINAL INVOICE __ yes __ no. If "yes" include Release of Claims form.

1. CONTRACTOR CERTIFICATION

I hereby certify to the best of my knowledge and belief that (1) the amounts requested are only for performance in accordance with the specifications, terms and conditions of the contract (2) payments to Subcontractors and suppliers have been made from previous payment received under this contract and timely payments will be made from the proceeds of the payment covered by this certification in accordance with the contract agreements and the requirements of Chapter 39, of Title 31, United States Code; and (3) this request for progress payments does not include any amounts which the Contractor intends to withhold or retain from a subcontractor or supplier in accordance with the terms and conditions of this contract.

According to the best of my knowledge and belief, I certify that all items and amounts shown on the invoice are correct, that all work has been performed and/or material supplied in full accordance with the requirements of the referenced project and/or duly authorized deviations, substitutions, alterations and/or additions that the foregoing is a true and correct statement of the contract amount up to and including the last day of the period covered by this period estimate; that no part of the "Balance Due This Estimate" has been received; and that the undersigned and subcontractors have -- (Check applicable Line).

- A. () Complied with all labor provisions of said contract.
B. () Complied with all the labor provisions of said contract except in those instances where an honest dispute exists with respect to said labor provisions. Briefly describe the nature of the dispute below.

Business Name	Signature/Title of Subcontractor	Date
---------------	----------------------------------	------

2. TRIBAL REPRESENTATIVES CERTIFICATION

I certify that I have checked and verified the above and foregoing Invoice, that to the best of my knowledge and belief, it is true and correct statement of the work performed and/or quantities of material supplied by the Contractor, payment of the amount due for the period of this report is hereby recommended.

Signature (YNF Designated Representative)	Date
---	------

Release of Claims

Contract: Pom Pom Road Bridge and Culvert Replacement Project

Whereas, the terms of the above identified contract entered into by the Yakama Nation, and the Contractor, whose name appears on the contract, provide that after completion of all work, and prior to final payment, the Contractor will furnish the Yakama Nation with a release of claims:

Now therefore, in consideration of the above premises and the payment by Yakama Nation to the Contractor of the amount now due under the contract in the sum of \$_____, as final payment, the Contractor hereby remises, releases and forever discharges the Yakama Nation its officers, agents, and employees of and from all manner of debt, dues, liabilities, obligations, accounts, claims, and demands whatsoever, in law and equity, under or by virtue of the said, except:

Contractor's Name _____

Address _____

City, State, Zip _____

Telephone # _____

Signature and Title of Authorized Official(s) _____

Print Name & Title: _____

I CERTIFY that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the _____ of _____ to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

Signature: _____

Title: _____

My appointment expires: _____

Affix Stamp Here

EXHIBIT G

DAVIS-BACON WAGE DECISION

"General Decision Number: WA20250135 09/19/2025
Superseded General Decision Number: WA20240135
State: Washington
Construction Type: Heavy
County: Yakima County in Washington.
HEAVY CONSTRUCTION PROJECTS

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

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	◆ Executive Order 14026 generally applies to the contract.
	◆ The contractor must pay all covered workers at least \$17.75 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or	◆ Executive Order 13658 generally applies to the contract. ◆ The contractor must pay all

extended on or after January 30, 2022:	covered workers at least \$13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours performing on that contract in 2025.
--	---

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

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

Modification	Number	Publication	Date
	0		01/03/2025
	1		02/07/2025
	2		05/23/2025
	3		06/06/2025
	4		06/27/2025
	5		07/18/2025
	6		08/08/2025
	7		09/12/2025
	8		09/19/2025
ELEC0077-002			02/01/2024

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

ELEC0077-003		02/01/2023

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

TREE TRIMMER.....	\$ 42.57	17.97
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ELEC0077-005

02/01/2024

Rates

Fringes

Line

Construction:

EQUIPMENT OPERATOR.....\$ 55.19

20.11+1.5%

ELEC0112-010

06/01/2025

Rates

Fringes

ELECTRICIAN.....\$ 60.00

27.78

ENGI0302-106

06/01/2025

COUNTY WHICH LIES WEST OF THE 120TH MERIDIAN

Rates

Fringes

OPERATOR:

Bulldozer

D9 & under.....\$ 59.23

27.57

OPERATOR:

Drill

Drilling Machine.....\$ 60.67

27.57

Horizontal/Directional

Drill Locator.....\$ 59.88

27.57

Horizontal/Directional

Drill Operator.....\$ 59.23

27.57

ENGI0302-110

06/01/2025

WEST OF THE 120TH MERIDIAN

Rates

Fringes

(East of the 120th Meridian)

Operator: Loader

Overhead 4 yards

including 8 yards.....\$ 40.69

22.45

Overhead under 4 yards.....\$ 40.18

22.45

Operator: Mechanic.....\$ 38.96

22.45

Operator: Paver (Asphalt,

Aggregate, and Concrete).....\$ 40.69

22.45

Operator: Roller.....\$	38.91	22.45
Operator: Screed.....\$	40.69	22.45
(West of the 120th Meridian)		
Operator:		Loader
Overhead 6 yards but not		
including 8 yards.....\$	60.67	27.57
Overhead under 6 yards.....\$	59.88	27.57
Operator: Mechanic.....\$	61.56	27.57
Operator: Paver (Asphalt,		
Aggregate, and Concrete)....\$	60.67	27.57
Operator: Roller		
Other than Plant Mix.....\$	55.43	27.57
Plant Mix or Multi-Lift		
Materials.....\$	59.23	27.57
Operator: Screed.....\$	60.67	27.57

ENGI0302-111

07/07/2025

COUNTY WHICH LIES WEST OF THE 120TH MERIDIAN

Rates

Fringes

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

LAB00242-010

06/01/2025

Rates

Fringes

LABORER: Nozzle Person.....\$	52.31	17.01
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* LAB00348-010	06/01/2025
Rates	Fringes
LABORER: Pipelayer.....\$ 37.80	16.90

PAIN0300-002	07/01/2025
Rates	Fringes
PAINTER.....\$ 41.24	14.70

TEAM0313-001	06/01/2025
Rates	Fringes
TRUCK DRIVER: Asphalt Mix.....\$ 55.43	27.52

* UAVG-WA-0011	03/01/2024
Rates	Fringes
OPERATOR: Crane.....\$ 54.11	18.14

SUWA2018-035	03/01/2024
Rates	Fringes
CARPENTER, Excludes Form Work....\$ 29.72	0.00
CEMENT MASON/CONCRETE FINISHER...\$ 39.33	0.00
FORM WORKER.....\$ 37.16	14.74
GRADE CHECKER.....\$ 37.54	0.00
IRONWORKER.....\$ 43.29	25.63
LABORER: Asphalt,	Includes
Raker, Shoveler, Spreader	and
Distributor.....\$ 37.63	11.25
LABORER: Common or General.....\$ 34.41	0.00

LABORER:	Concrete Saw Chain.....	\$ 37.30	4.30
LABORER:	Hod Carrier.....	\$ 35.06	10.94
LABORER:	Mason		-
	Cement/Concrete.....	\$ 38.46	0.00
LABORER:	Fence Erector.....	\$ 30.21	0.00
OPERATOR:			
	Backhoe/Excavator/Trackhoe.....	\$ 48.70	0.00
OPERATOR:			Bobcat/Skid
	Steer/Skid Loader.....	\$ 43.60	0.00
OPERATOR:	Forklift.....	\$ 45.93	19.20
OPERATOR:	Grader/Blade.....	\$ 40.28	16.17
TRAFFIC CONTROL:	Flagger.....	\$ 27.75	11.15
TRAFFIC			CONTROL:
	Laborer-Cones/ Barricades/Barrels		-
	Setter/Mover/Sweeper.....	\$ 30.61	10.89
TRUCK DRIVER:	Dump Truck.....	\$ 34.94	15.63
TRUCK DRIVER:	Water Truck.....	\$ 31.62	16.84

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

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including

preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

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

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

Union	Rate	Identifiers
-------	------	-------------

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

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

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

Union	Average	Rate	Identifiers
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The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

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

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

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

State	Adopted	Rate	Identifiers
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The ""SA"" identifier indicates that the classifications and

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

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

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

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

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

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

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

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

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

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

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

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

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END OF GENERAL DECISION"

EXHIBIT H

Funding Agency Provisions

- BOR TCCEP
- BOR Watersmart
- BPA CA 96709
- BOR YTAP



EXHIBIT I

Permit Requirements

- YN Watercode Permit
- Bonneville Power Administration Programmatic Environmental Assessment (HIP General Conservation Measures) – Included on Sheets G04-G06 of Construction Planset (Exhibit C).
- US Army Corps of Engineers – Nationwide Permit
- Yakama Nation Inadvertent Discovery Plan for Cultural Artifacts

