



Columbia River
Honor. Protect.
Restore.

OFFICE
P.O. Box 151
401 Fort Road
Toppenish, WA 98948

PHONE
(509) 996-5005 ext. 1

FAX
(509) 865-6293

EMAIL
smih@yakamafish-nsn.gov

WEB
Yakamafish-nsn.gov

2017 Underwood In-Lieu Navigation Channel Project

Dear Contractor:

October 11, 2017

The Yakama Nation's Underwood In-Lieu Navigation Channel Project is requesting bids for construction of a Navigation Channel to be implemented adjacent to the mouth of the White Salmon River between November of 2017 and January of 2018. The project will involve all work elements and specifications found in the Project Plans attached to this bid packet.

If you are interested in an award for this contract please attend the only pre-bid site visit scheduled on **Thursday, October 26, 2017, at 10:00 am** at the project location (**63281 WA-14, Underwood, WA 98651**) - RSVP to dilindley@ykfp.org. This site visit will be conducted by Bill Sharp of Yakama Nation Fisheries, the project manager.

By the close of business on, **Thursday November 9, 2017**, each contractor must have completed and submitted a signed copy of the attached Underwood In-Lieu Navigation Project Bid Sheet. Please specify in writing on the bid sheets that all bid prices will be valid for at least 150 days. All competitive bid materials must be either hand delivered or sent by parcel delivery service or postal mail to:

Bill Sharp
Yakama Nation Fisheries
PO Box 151, Room 218
Toppenish, WA. 98948
Street Address:
401 Fort Road
Toppenish, WA. 98948

Major portions of the project will be conducted between **late November 2017 - February 28, 2018**, to coincide with the low pool levels and established work windows negotiated with NOAA. The full project will occur when ESA-listed juvenile and adult salmon and steelhead may be present in or near the project area so turbidity control will be of the utmost importance. The successful contractor will understand the magnitude of this project and be equipped to perform all necessary elements for a project of this type within a critical habitat stream. The successful contractor will have extensive experience in the following: installing sediment controls, in water excavations, concrete structures, placing riprap, native plantings and minimizing local disturbance.

All contractors submitting bids for this project shall provide and/or demonstrate, at a minimum, the following:

- ***A list of experienced equipment operators that will be on-site during project construction. Please provide details of their work on in-water work within the past several years.***
- ***A detailed construction timeline of how you propose to get all project tasks completed within the stated project timeline.***
- ***Experience and preferably examples of the ability to install and maintain sediment controls.***

- **Experience and preferably examples of constructing concrete structures.**
- **Experience and preferably examples of the ability to install, establish and maintain native plants.**
- **A list of key pieces of heavy equipment that will be used in construction of the project.**

Please note:

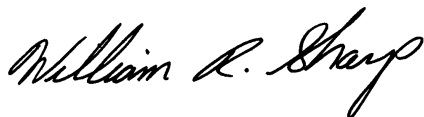
- Davis-Bacon Wages apply to this contract. The successful contractor will adhere to the Davis-Bacon rules and comply and submit all necessary paperwork to the Yakama Nation.
- The Yakama Nation is exempt from state taxes on this project. Please see the attached Treaty Fishery Exempt Cover Letter and Treaty Fishery Exempt Certificate. The successful contractor will receive signed copies for their records.
- This project has adopted by reference in the Engineer's Planset the 2014 Washington State Department of Transportation (WSDOT) Standard Specifications for Road, Bridge, and Municipal Construction. Please download a digital copy of the WSDOT 2014 Standard Specifications from <http://www.wsdot.wa.gov/publications/manuals/fulltext/M41-10/SS2014.pdf> .
- This project will occur on Bureau of Indian Affairs properties and no one is allowed on the property prior to the site visit without specific consent of the Yakama Nation.
- Insert language contractor safety obligations either here or in Planset. Standard OSHA language. on
- Awarded contractor must provide a portable toilet on site for the duration of construction.

The attached template Construction Services Agreement provides an overview of the scope of work likely to be incorporated into the awarded contract. Please make note of specific provisions provided in this Construction Services Agreement, including the detailed Exhibits, that may be in addition to the specifications and directions found in the Project Planset. The Yakama Nation reserves the right to modify the template Construction Services Agreement to serve the specific contract and work location in the judgement of the Yakama Nation.

Also, please note that this project is pending on permitting. The Yakama Nation reserves the right to accept or reject any and all of the proposals received as a result of this request, or to cancel in part or entirely 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 a proposal.

For questions regarding the site visit, please contact me at the numbers provided below.

Sincerely,



Bill Sharp
Yakama Nation Fisheries - Klickitat Field Office
P.O. Box 151
Toppenish, WA 98948
(509) 945-3167 (cell)
shab@yakamafish-nsn.gov

BID PROPOSAL for Underwood In-Lieu Navigation Channel Project

Please use the Engineer's Stamped Project Plans and the bid packet to produce your competitive bids.

No.	Item	Quantity	Unit	Unit Price	Extended Price
1	TESC and SPCC Plan & Implementation	1	LS		
2	Mobilization	1	LS		
3	Clearing and Grubbing	1	LS		
4	Channel Excavation	15,400	CY		
5	Replacing Existing Boat Ramp	1	LS		
6	Heavy Loose Riprap	725	CY		
7	Streambed Cobbles	1,450	CY		
8	Seed Mix, Zone 1	2.12	AC		
9	Seed Mix, Zone 2 & 3	3.07	AC		
10	Seed Mix, Zone 4	0.23	AC		
11	Red-Osier Dogwood, Cutting	450	EA		
12	Coyote Willow, Cutting	230	EA		
13	Pacific Willow, Cutting	80	EA		
14	Douglas Spirea, bare root	180	EA		
15	Scouler's Willow, Cutting	150	EA		
16	Black Cottonwood, Pole	650	EA		
17	Pacific Ninebark, 1-Gallon Container	200	EA		
18	Thimbleberry, 1-Gallon Container	200	EA		
19	Blue Elderberry, 1-Gallon Container	90	EA		
20	Red Alder, bare root	340	EA		
21	Douglas Hawthorne, bare root	350	EA		
				TOTAL (do not include tax)	\$ -

Company Name:

Date Prepared:

Certification

Printed Name and Title:

Signature:

By signing and submitting this form you are agreeing to honor the completed bid for a period of up to 150 days from the date this form was prepared.

TEMPLATE of CONSTRUCTION SERVICES AGREEMENT

BETWEEN:

THE CONFEDERATED TRIBES AND BANDS OF THE YAKAMA NATION

on behalf of its program or department
P.O. Box 151 / 401 Fort Road
Toppenish, WA 98948
General Phone: (509) 865-5121
Program Phone:
(HEREAFTER "YAKAMA NATION")

AND

[CONTRACTOR NAME]

Address Line 1
Address Line 1
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 _____, through _____, 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.

3. COMPENSATION

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

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 his 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 may 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 may 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 in Exhibit E. 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.

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.

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.

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.

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

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 three (3) years 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 this Agreement shall be void, without penalty to any party for such non-performance.

32. NOTICE

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

[Contractor’s Legal Agent’s Name]
[Contractor Name]
[Address No. 1]
[Address No. 2]

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

JoDe L. Goudy, 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:	[First] [Last], [Job Title]
Address:	
Phone:	
Email:	

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). Contract information for Yakama Nation TERO can be found at <http://www.yakamanation-nsn.gov/TERO.php>

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" – Project Overview & Scope of Work
- Exhibit "B" – Budget
- Exhibit "C" – Payment
- Exhibit "D" – Project Planset
- Exhibit "E" - TERO

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. [Mark as n/a, or insert special provision text.]

IN WITNESS WHEREOF, we set our hands and seals:

[Signature page(s) to follow.]

CONFEDERATED TRIBES & BANDS OF THE YAKAMA NATION:

By: _____

Date: _____

Name: JoDe Goudy (or authorized designee)

Title: Yakama Nation Tribal Council Chairman

CONTRACTOR NAME:

EIN #

By: _____

Date: _____

Name:

Title:

EXHIBIT A



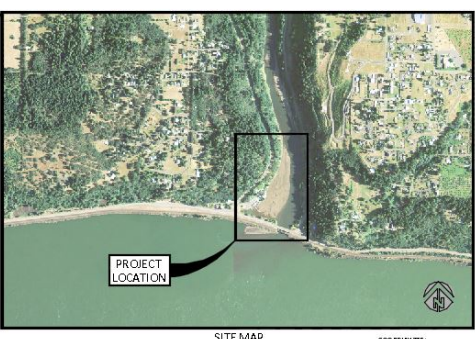
Project Overview and Scope of Work

1. Background:

Yakama Nation Fisheries (Owner) is conducting a salmon habitat restoration project near the mouth of the White Salmon River known as the Underwood In-Lieu Navigation Channel Project. This project is part of the Condit Dam Removal Settlement Agreement in the late 1990s. Parties to the Settlement Agreement included PacifiCorp, National Marine Fisheries Service (NMFS), U.S. Fish and Wildlife Service, U.S. Forest Service, Washington Department of Ecology (DOE), Washington Department of Fish and Wildlife (WDFW), several environmental groups and the YN. The settlement agreement stipulated that PacifiCorp would contribute funds for the “enhancement, maintenance or other use of the Underwood In-Lieu Site” (PacifiCorp 1999). These funds were to be administered by the YN in close collaboration with the Bureau of Indian Affairs (BIA) and the Columbia River Inter-Tribal Fish Commission (CRITFC), with additional guidance from U.S. Army Corps of Engineers (USACE), WDFW, DOE, local governments and other stakeholders.

The project has been developed by professional engineers. A stamped Engineer’s Construction Plan Set has been produced to describe the work being performed under this contract. Taken together, multiple accompanying Exhibits to this Exhibit A provide the full Scope of Work to be executed per the terms of this contract. The attached Exhibit B provides the contract Line Item Budget which is referenced to the work tasks described in this Scope of Work, and Exhibit C provides a payment schedule and requirements. Exhibit D provides the Engineer’s Construction Plan Set and special provisions by which the work tasks are based.

2. Location

<p>The project will take place at the following address:</p> <p>63281 WA-14, Underwood, WA 98651</p>	<div style="text-align: right; font-weight: bold;">UNDERWOOD IN-LIEU NAVIGATION CHANNEL PROJECT</div>  <p style="text-align: center; font-size: small;">LOCATION MAP STATE OF WASHINGTON</p>  <p style="text-align: center; font-size: small;">VICINITY MAP 1/8" TO SCALE</p>  <p style="text-align: center; font-size: small;">SITE MAP 1/8" TO SCALE</p> <p style="font-size: x-small;"> COORDINATE SYSTEM LATITUDE: 46° 04' 48.81" NORTH LONGITUDE: 122° 02' 33.22" WEST SECTION 22, TOWNSHIP 6 N, RANGE 30E WATER BODY: WHITE SALMON RIVER TRIBUTARY FOR COLUMBIA RIVER </p>
--	---

3. Project Tasks:

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

- TESC, SPCC Plan and Implementation
- Mobilization
- Clearing and Grubbing
- Channel Excavation
- Replacing Existing Boat Ramp
- Heavy Loose Riprap
- Streambed Cobbles
- Seed Mix, Zone 1
- Seed Mix, Zone 2 & 3
- Seed Mix, Zone 4
- Red-Osier Dogwood, Cutting
- Coyote Willow, Cutting
- Pacific Willow, Cutting
- Douglas Spirea, bare root
- Scouler's Willow, Cutting
- Black Cottonwood, Pole
- Pacific Ninebark, 1-Gallon Container
- Thimbleberry, 1-Gallon Container
- Blue Elderberry, 1-Gallon Container
- Red Alder, bare root
- Douglas Hawthorne, bare root

4. Project Schedule and Key Deliverables:

This project will occur adjacent to private lands containing inhabited residences. Construction noise disturbances outside of normal work hours will not be allowed. Work producing construction noise should only be conducted between 6:30 am and 6:30 pm.

Environmental permits for this project require some work be performed during the normal in-water work window for the White Salmon River to avoid adverse impacts to spawning salmonids and fertilized redds. Environmental permits will dictate the implementation timeline for portions of the project that could affect aquatic habitats.

5. Contractor Obligations:

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

6. 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 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 Yakama Nation's designated representative will monitor progress closely.

7. Fire Suppression

The contractor will be familiar with and prepared for the requirements associated with IFPL Levels II & III and the restrictions associated with those. The contractor may seek to acquire IFPL shut down exemptions to allow work to continue on schedule.

8. Road Signage

The Contractor will observe all road signage regulations regardless of the project location and as per Exhibit D if applicable.

9. Utilities Location

The Contractor will locate all utilities prior to any excavation.

10. 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.

EXHIBIT B

Budget

[Attach the budget for the work to be performed. The total compensation amount shown in this budget must be consistent with the total compensation amount listed in Section 3 of the Agreement.]

[If there are separate subtotal amounts allocated for services and expenses, make sure to note these, along with any applicable hourly rate expectations, or item/activity cost expectations.]

EXHIBIT C

Payment

1. Payment Schedule

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.

2. Tax Exempt Certificate

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

The Contractor **has** been given a single use Tax Exemption Certificate. Due to the nature of this Agreement, as a fisheries enhancement project being undertaken by a federally recognized Treaty Tribe, the Contractor should be allowed to use the tax- exempt certificate that is included with this document.

3. Davis Bacon Wages

Davis Bacon Wages Apply to this contract. The contractor will adhere to the Davis Bacon rules and comply and submit all necessary paperwork and certified payroll to the Yakama Nation with each invoice submitted. The contractor is responsible for utilizing the current wage determination for Skamania County "Heavy Construction" at the time of project construction.

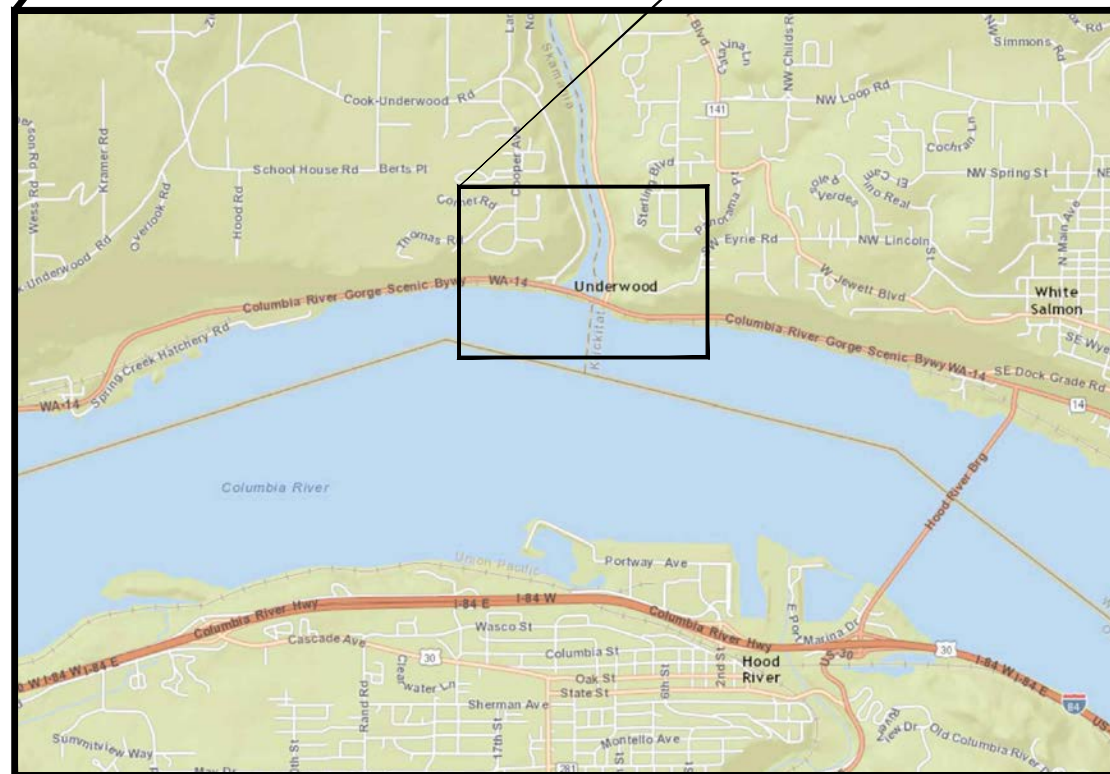
EXHIBIT D

Project Planset

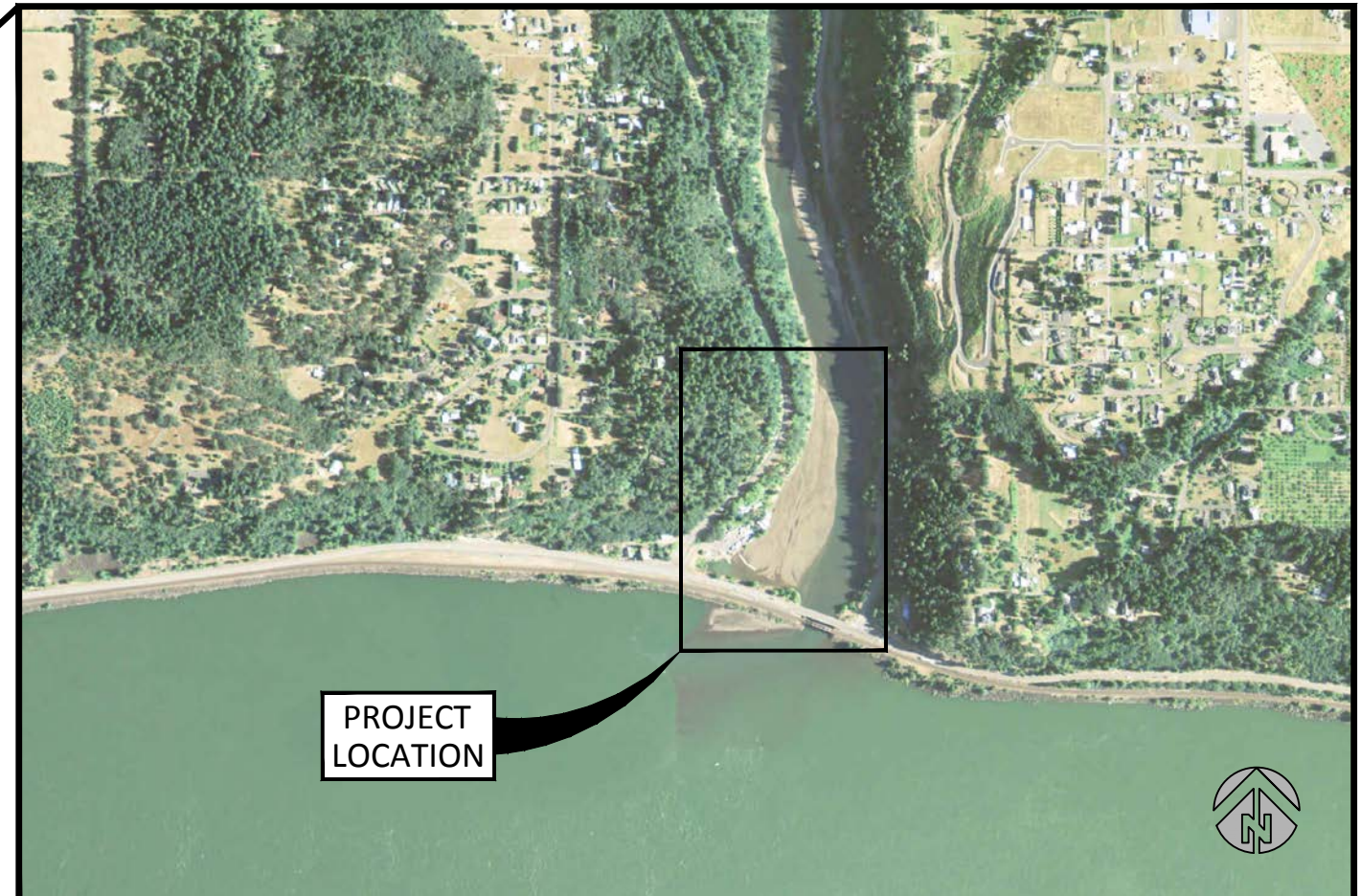
UNDERWOOD IN-LIEU NAVIGATION CHANNEL PROJECT FINAL DRAWINGS - OCTOBER 2017



**LOCATION MAP
STATE OF WASHINGTON**



**VICINITY MAP
NOT TO SCALE**



**SITE MAP
NOT TO SCALE**

COORDINATES:
LATITUDE: 45°43'46.99" NORTH
LONGITUDE: 121°03'22.22" WEST

SECTION 23, TOWNSHIP 3N, RANGE 10E

WATERBODY: WHITE SALMON RIVER
TRIBUTARY OF: COLUMBIA RIVER

SHEET LIST

- 1 COVER, SHEET INDEX AND VICINITY MAP
- 2 GENERAL NOTES AND SUMMARY OF QUANTITIES
- 3 EROSION CONTROL GENERAL NOTES
- 4 EROSION CONTROL DETAILS
- 5 EXISTING CONDITIONS, ACCESS, STAGING AND SURVEY CONTROL
- 6 GRADING PLAN
- 7 GRADING SECTIONS
- 8 WEST BANK PLAN AND SECTION
- 9 NAVIGATION CHANNEL PLAN
- 10 NAVIGATION CHANNEL SECTIONS
- 11 BOAT RAMP REPLACEMENT PLAN, PROFILE, AND SECTIONS
- 12 BOAT RAMP DETAILS
- 13 PLANTING PLAN
- 14 PLANTING DETAILS
- 15 SPECIFICATIONS
- 16 SPECIFICATIONS



NO.	BY	DATE	REVISION DESCRIPTION

DF, LK DRAWN	MC, GJ, JE, BN DESIGNED	BN CHECKED
BN APPROVED	10/10/17 DATE	14-02-32 PROJECT

CONFEDERATED BANDS AND TRIBES OF THE YAKAMA NATION
**UNDERWOOD IN-LIEU
NAVIGATION CHANNEL PROJECT**



501 Portway Avenue, Suite 101
Hood River, OR 97031
541.386.9003
www.interfluve.com

**COVER, SHEET INDEX AND
VICINITY MAP**

SHEET
1 OF 16

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

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

EXISTING DATA

TOPOGRAPHIC DATA WAS COLLECTED BY INTER-FLUVE USING RTK AND GPS IN JULY, 2014.

BATHYMETRIC DATA FROM 2011 (BEFORE THE BREACH OF CONDUIT DAM) AND 2012 (IMMEDIATELY AFTER THE BREACH OF CONDUIT DAM) PROVIDED BY USGS.

HORIZONTAL DATUM: STATE PLANE NAD83 WASHINGTON SOUTH
VERTICAL DATUM: NAVD88

HYDROLOGY INFORMATION PROVIDED BY USGS.

HYDRAULIC MODELING BY INTER-FLUVE USING USACE HEC-RAS (4.1.0). MODEL CALIBRATED USING SURVEYED WATER SURFACE ELEVATIONS.

GIS DATA INCLUDING: AERIAL PHOTOGRAPHY, LIDAR, FISH USE, SURFACE SOILS INFORMATION, LAND OWNERSHIP, AND TRANSPORTATION ROUTES PROVIDED BY VARIOUS AGENCIES.

SOILS

SUBSURFACE SOILS ARE EXPECTED TO BE SILT, SAND AND GRAVEL. CONTRACTOR SHALL CONDUCT OWN INVESTIGATIONS IF ADDITIONAL DATA IS REQUIRED AT NO ADDITIONAL COST.

NON-SOIL DEBRIS MAY BE PRESENT IN EXCAVATION AREAS.

UTILITIES

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

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

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

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

CONSTRUCTION STAKING

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

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

THE CONTRACTOR SHALL REPLACE DAMAGED OR DESTROYED CONSTRUCTION STAKES AT NO ADDITIONAL COST.

CONSTRUCTION MATERIALS

ALL MATERIALS QUANTITIES ARE BASED ON IN-PLACE CONDITION DETERMINED BY A PRE-PROJECT CONDITION SURVEY COMPARED AGAINST A PROJECT CONDITION SURVEY

CONTRACTOR SHALL ALLOW FOR EXPANSION OF EXCAVATED MATERIAL AND COMPACTION OF PLACED MATERIAL AT NO ADDITIONAL MEASURE OR COST. MEASUREMENT AND PAYMENT SHALL NOT BE BASED ON WEIGHT TICKETS OR TRUCK MEASURE WITHOUT PRIOR WRITTEN APPROVAL.

ANY EXCESS MATERIAL ASSOCIATED WITH THIS PROJECT SHALL BE STOCKPILED NEATLY IN AN APPROVED LOCATION OF THE STOCKPILE AND STAGING AREA. AT COMPLETION OF WORK, THE MATERIAL SHALL BECOME THE PROPERTY OF THE CONTRACTOR AND SHALL BE REMOVED FROM THE SITE FOR LEGAL DISPOSAL.

CONSTRUCTION ACCESS/TRAFFIC CONTROL

CONTRACTOR SHALL SUBMIT AN ACCESS, STAGING, AND STOCKPILE PLAN TO THE OWNER'S REPRESENTATIVE FOR APPROVAL PRIOR TO MOBILIZATION.

PUBLIC ACCESS TO/ALONG ROADWAYS SHALL BE MAINTAINED AT ALL TIMES.

THE CONTRACTOR IS SOLELY RESPONSIBLE FOR OBTAINING ANY REQUIRED TRAFFIC CONTROL OR ACCESS PERMITS.

THE CONTRACTOR IS SOLELY RESPONSIBLE FOR PROVIDING ANY REQUIRED TRAFFIC CONTROL INCLUDING, BUT NOT LIMITED TO, SIGNAGE AND FLAGGERS.

ALL SAPLINGS AND TREES TO BE TRANSPLANTED OR REMOVED SHALL BE CLEARLY MARKED AND APPROVED BY THE OWNER AND OWNER'S REPRESENTATIVE.

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

THE CONTRACTOR SHALL KEEP THE WORK AREAS IN NEAT CONDITION, FREE OF DEBRIS AND LITTER FOR THE DURATION OF THE PROJECT.

ALL DISTURBED AREAS INCLUDING ROADS, DRIVEWAYS AND ACCESS ROUTES SHALL BE RESTORED TO ORIGINAL CONDITION OR BETTER AND RE-VEGETATED PER PLANS.

CONSTRUCTION ACCESS/TRAFFIC CONTROL CONTINUED

ALL DISTURBED AREAS OUTSIDE THE LIMITS OF DISTURBANCE SHALL BE RESTORED TO ORIGINAL CONDITION OR BETTER AT NO ADDITIONAL COST.

EROSION CONTROL

CONTRACTOR SHALL BE SOLELY RESPONSIBLE AT OWN EXPENSE FOR PROVIDING AND MAINTAINING ALL NECESSARY EROSION CONTROL FACILITIES TO COMPLY WITH APPLICABLE EROSION CONTROL REGULATIONS AND TO MAINTAIN CLEAN ACCESS ROUTES.

FISH RESCUE

ALL FISH RESCUE EFFORTS SHALL BE SUPERVISED BY A YAKAMA NATION FISHERIES (YNF)/AQUATIC BIOLOGIST EXPERIENCED WITH THE COLLECTION AND HANDLING OF SALMONID FISHES FROM CONSTRUCTION SITES.

ALL FISH TRAPPED IN RESIDUAL POOLS WITHIN THE PROJECT AREA WILL BE CAREFULLY COLLECTED BY SEINE AND/OR DIP NETS AND PLACED IN CLEAN TRANSFER CONTAINERS WITH ADEQUATE VOLUME OF FRESH RIVER WATER.

CAPTURED FISH SHALL BE IMMEDIATELY RELEASED INTO RIVER AT AREAS SELECTED BY A YNF BIOLOGIST.

FISH SHALL BE EXCLUDED FROM THE WORK AREA WITH SIENE NET OR OTHER METHOD APPROVED BY WDFW AND YNF PERSONNEL.

SUMMARY OF QUANTITIES

ITEM NO.	ITEM	Unit	QUANTITY
001	TESC AND SPCC PLAN & IMPLEMENTATION	LS	1
002	MOBILZATON	LS	1
003	CLEARING AND GRUBBING	LS	1
004	CHANNEL EXCAVATION	CY	15400
005	REPLACING EXISTING BOAT RAMP	LS	1
006	HEAVY LOOSE RIPRAP	CY	725
	STREAMBED COBBLES	CY	1450
007	SEED MIX, ZONE 1	AC	2.12
	SEED MIX, ZONE 2 & 3	AC	3.07
	SEED MIX, ZONE 4	AC	0.23
008	RED-OSIER DOGWOOD, CUTTING	EA	450
	COYOTE WILLOW, CUTTING	EA	230
	PACIFIC WILLOW, CUTTING	EA	80
	DOUGLAS SPIREA, CUTTING	EA	180
	SCOULER'S WILLOW, CUTTING	EA	150
	BLACK COTTONWOOD, POLE	EA	650
	PACIFIC NINEBARK, 1-GALLON CONTAINER	EA	200
	THIMBLEBERRY, 1-GALLON CONTAINER	EA	200
	BLUE ELDERBERRY, I-GALLON CONTAINER	EA	90
	RED ALDER, 1-GALLON CONTAINER	EA	340
	DOUGLAS HAWTHORN, 1-GALLON CONTAIN	EA	350



NO.	BY	DATE	REVISION DESCRIPTION

DF, LK	MC, GJ, JE, BN	BN
DRAWN	DESIGNED	CHECKED
BN	10/10/17	14-02-32
APPROVED	DATE	PROJECT

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NAVIGATION CHANNEL PROJECT



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

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

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

CONSTRUCTION STAKING

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

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

THE CONTRACTOR SHALL REPLACE DAMAGED OR DESTROYED CONSTRUCTION STAKES AT NO ADDITIONAL COST.

CONSTRUCTION MATERIALS

ALL MATERIALS QUANTITIES ARE BASED ON IN-PLACE CONDITION DETERMINED BY A PRE-PROJECT CONDITION SURVEY COMPARED AGAINST A PROJECT CONDITION SURVEY

CONTRACTOR SHALL ALLOW FOR EXPANSION OF EXCAVATED MATERIAL AND COMPACTION OF PLACED MATERIAL AT NO ADDITIONAL MEASURE OR COST. MEASUREMENT AND PAYMENT SHALL NOT BE BASED ON WEIGHT TICKETS OR TRUCK MEASURE WITHOUT PRIOR WRITTEN APPROVAL.

ANY EXCESS MATERIAL ASSOCIATED WITH THIS PROJECT SHALL BE STOCKPILED NEATLY IN AN APPROVED LOCATION OF THE STOCKPILE AND STAGING AREA. AT COMPLETION OF WORK, THE MATERIAL SHALL BECOME THE PROPERTY OF THE CONTRACTOR AND SHALL BE REMOVED FROM THE SITE FOR LEGAL DISPOSAL.

CONSTRUCTION ACCESS/TRAFFIC CONTROL

CONTRACTOR SHALL SUBMIT AN ACCESS, STAGING, AND STOCKPILE PLAN TO THE OWNER'S REPRESENTATIVE FOR APPROVAL PRIOR TO MOBILIZATION.

PUBLIC ACCESS TO/ALONG ROADWAYS SHALL BE MAINTAINED AT ALL TIMES.

THE CONTRACTOR IS SOLELY RESPONSIBLE FOR OBTAINING ANY REQUIRED TRAFFIC CONTROL OR ACCESS PERMITS.

THE CONTRACTOR IS SOLELY RESPONSIBLE FOR PROVIDING ANY REQUIRED TRAFFIC CONTROL INCLUDING, BUT NOT LIMITED TO, SIGNAGE AND FLAGGERS.

ALL SAPLINGS AND TREES TO BE TRANSPLANTED OR REMOVED SHALL BE CLEARLY MARKED AND APPROVED BY THE OWNER AND OWNER'S REPRESENTATIVE.

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

THE CONTRACTOR SHALL KEEP THE WORK AREAS IN NEAT CONDITION, FREE OF DEBRIS AND LITTER FOR THE DURATION OF THE PROJECT.

ALL DISTURBED AREAS INCLUDING ROADS, DRIVEWAYS AND ACCESS ROUTES SHALL BE RESTORED TO ORIGINAL CONDITION OR BETTER AND RE-VEGETATED PER PLANS.

CONSTRUCTION ACCESS/TRAFFIC CONTROL CONTINUED

ALL DISTURBED AREAS OUTSIDE THE LIMITS OF DISTURBANCE SHALL BE RESTORED TO ORIGINAL CONDITION OR BETTER AT NO ADDITIONAL COST.

EROSION CONTROL

CONTRACTOR SHALL BE SOLELY RESPONSIBLE AT OWN EXPENSE FOR PROVIDING AND MAINTAINING ALL NECESSARY EROSION CONTROL FACILITIES TO COMPLY WITH APPLICABLE EROSION CONTROL REGULATIONS AND TO MAINTAIN CLEAN ACCESS ROUTES.

FISH RESCUE

ALL FISH RESCUE EFFORTS SHALL BE SUPERVISED BY A YAKAMA NATION FISHERIES (YNF)/AQUATIC BIOLOGIST EXPERIENCED WITH THE COLLECTION AND HANDLING OF SALMONID FISHES FROM CONSTRUCTION SITES.

ALL FISH TRAPPED IN RESIDUAL POOLS WITHIN THE PROJECT AREA WILL BE CAREFULLY COLLECTED BY SEINE AND/OR DIP NETS AND PLACED IN CLEAN TRANSFER CONTAINERS WITH ADEQUATE VOLUME OF FRESH RIVER WATER.

CAPTURED FISH SHALL BE IMMEDIATELY RELEASED INTO RIVER AT AREAS SELECTED BY A YNF BIOLOGIST.

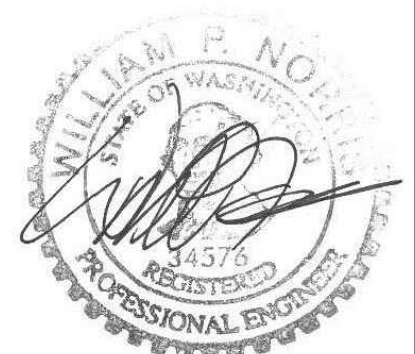
FISH SHALL BE EXCLUDED FROM THE WORK AREA WITH SIENE NET OR OTHER METHOD APPROVED BY WDFW AND YNF PERSONNEL.

Summary of Quantities

	Cut (CY)	Fill (CY)	Area (AC)
Excavate to Subgrade of Navigation Channel (above OHW)	0	0	0
Excavate to Subgrade of Navigation Channel (below OHW)	15374	0	1.4
Create Riparian Enhancement Area (above OHW)	0	0	0
Create Riparian Enhancement Area (below OHW)	0	12590	3.1
Fill Nuisance Mosquito Pond (above OHW)	0	92	0.05
Fill Nuisance Mosquito Pond (below OHW)	0	1976	0.25
Place WSDOT Class B Riprap (above OHW)	0	0	0
Place WSDOT Class B Riprap (below OHW)	0	713	0.1
Place Imported Streambed Cobbles (above OHW)	0	0	0
Place Imported Streambed Cobbles (below OHW)	0	1426	0.45
Demolish and Remove Existing Boat Ramp (above OHW)	0	0	0.01
Demolish and Remove Existing Boat Ramp (below OHW)	156	0	0.02
Place Gravel Bedding for New Boat Ramp (above OHW)	0	0	0.01
Place Gravel Bedding for New Boat Ramp (below OHW)	0	17	0.02
Place Precast Concrete Boat Ramp Planks (above OHW)	0	0	0
Place Precast Concrete Boat Ramp Planks (below OHW)	0	11	0.01
Place Cast-in-place Concrete Boat Ramp (above OHW)	0	0	0.01
Place Cast-in-place Concrete Boat Ramp (below OHW)	0	19	0.01
Place Riprap around edges of Boat Ramp (above OHW)	0	0	0
Place Riprap around edges of Boat Ramp (below OHW)	0	31	0.01
Overall (above OHW)	0	92	0.05
Overall (below OHW)	15374	16783 ^a	4.34

Note: Materials excavated incidental to demolition of existing boat ramp are expected to be unsuitable for placement in riparian enhancement areas, and are to be hauled offsite and disposed of properly.

^a Includes imported materials



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UNDERWOOD IN-LIEU
NAVIGATION CHANNEL PROJECT



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GENERAL NOTES AND
SUMMARY OF QUANTITIES

SHEET

2 OF 16

EROSION/SEDIMENTATION CONTROL (ESC) PLAN

THE EROSION AND SEDIMENT CONTROL (ESC) PLAN PROVIDED IS FOR INFORMATIONAL PURPOSES ONLY, THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR PROVIDING EROSION CONTROL MEASURES TO COMPLY WITH APPLICABLE REGULATIONS.

THE RECOMMENDATIONS FOR AN ESC PLAN INCLUDED HEREIN WILL PROVIDE A GUIDELINE FOR THE CONTRACTOR TO DEVELOP AND IMPLEMENT AN ESC PLAN.

- A. THE IMPLEMENTATION OF AN ESC PLAN AND THE CONSTRUCTION, MAINTENANCE, REPLACEMENT, AND UPGRADING OF THESE ESC FACILITIES IS THE RESPONSIBILITY OF THE CONTRACTOR UNTIL ALL CONSTRUCTION IS COMPLETED AND APPROVED AND VEGETATION/LANDSCAPING IS ESTABLISHED.
- B. THE BOUNDARIES OF THE CLEARING LIMITS SHOWN ON THIS PLAN SHALL BE CLEARLY FLAGGED IN THE FIELD PRIOR TO CONSTRUCTION. DURING THE CONSTRUCTION PERIOD, NO DISTURBANCE BEYOND THE FLAGGED CLEARING LIMITS SHALL BE PERMITTED. THE FLAGGING SHALL BE MAINTAINED BY THE CONTRACTOR FOR THE DURATION OF CONSTRUCTION.
- C. ESC FACILITIES AS APPROXIMATELY SHOWN ON THIS PLAN ARE TO BE CONSTRUCTED PRIOR TO CLEARING AND GRADING ACTIVITIES, AND IN SUCH A MANNER AS TO ENSURE THAT SEDIMENT AND SEDIMENT-LADEN WATER DO NOT ENTER SURFACE WATERS, THE DRAINAGE SYSTEM, OR VIOLATE APPLICABLE WATER STANDARDS.
- D. THE ESC FACILITIES SHOWN ON THIS PLAN ARE THE MINIMUM REQUIREMENTS FOR ANTICIPATED SITE CONDITIONS. DURING THE CONSTRUCTION PERIOD, THESE ESC FACILITIES SHALL BE UPGRADED AS NEEDED AT NO ADDITIONAL COST FOR UNEXPECTED STORM EVENTS AND TO ENSURE THAT SEDIMENT AND SEDIMENT-LADEN WATER DO NOT LEAVE THE SITE.
- E. THE ESC FACILITIES SHALL BE INSPECTED DAILY BY THE CONTRACTOR AND MAINTAINED AS NECESSARY TO ENSURE THEIR CONTINUED FUNCTIONING.
- F. THE ESC FACILITIES ON INACTIVE SITES SHALL BE INSPECTED AND MAINTAINED A MINIMUM OF ONCE A MONTH OR WITHIN THE 24 HOURS FOLLOWING A STORM EVENT.
- G. STABILIZED CONSTRUCTION ENTRANCES AND ADDITIONAL MEASURES MAY BE REQUIRED AND SHALL BE MAINTAINED FOR THE DURATION OF THE PROJECT TO ENSURE ALL ACCESS ROADS ARE KEPT CLEAN AT NO ADDITIONAL COST.

INSPECTION AND MAINTENANCE

ALL ESC FACILITIES SHALL BE INSPECTED, MAINTAINED, AND REPAIRED AS NEEDED TO ASSURE CONTINUED PERFORMANCE OF THEIR INTENDED FUNCTION. ALL ESC FACILITIES SHALL BE INSPECTED DAILY AND WITHIN 24 HOURS AFTER ANY STORM EVENT GREATER THAN 0.5 INCHES OF RAIN PER 24 HOUR PERIOD AND AFTER EVENTS EXCEEDING 2 HOURS DURATION.

CONTRACTOR'S ESC RECORD

WEEKLY REPORTS SUMMARIZING THE SCOPE OF INSPECTIONS, THE PERSONNEL CONDUCTING THE INSPECTION, THE DATE(S) OF THE INSPECTION, MAJOR OBSERVATIONS RELATING TO THE IMPLEMENTATION OF THE CONTRACTOR'S EROSION AND SEDIMENT CONTROL PLAN, AND ACTIONS TAKEN AS A RESULT OF THESE INSPECTIONS SHALL BE PREPARED AND RETAINED ON SITE BY THE CONTRACTOR. IN ADDITION, A RECORD OF THE FOLLOWING DATES SHALL BE INCLUDED IN THE REPORTS:

1. WHEN MAJOR GRADING ACTIVITIES OCCUR.
2. DATES OF RAINFALL EVENTS EITHER EXCEEDING 2 HOURS DURATION OR MORE THAN 0.5 INCHES/24 HOURS.
3. WHEN CONSTRUCTION ACTIVITIES TEMPORARILY OR PERMANENTLY CEASE ON SITE, OR ON A PORTION OF THE SITE.
4. WHEN STABILIZATION MEASURES ARE INITIATED FOR PORTIONS OF THE SITE.
5. ESC RECORDS SHALL BE MADE AVAILABLE TO THE OWNER AND OWNER'S REPRESENTATIVE ON REQUEST AND SHALL BE PROVIDED FOR REVIEW AND APPROVAL PRIOR TO APPLICATION FOR PAYMENT.

STABILIZE SOILS AND PROTECT SLOPES

FROM MAY 1 THROUGH SEPTEMBER 30, ALL EXPOSED SOILS SHALL BE PROTECTED FROM EROSION BY MULCHING, HYDROSEED COVERING, OR OTHER APPROVED MEASURES WITHIN THREE DAYS OF GRADING. FROM OCTOBER 1 THROUGH APRIL 30, ALL EXPOSED SOILS MUST BE PROTECTED WITHIN 2 DAYS OF GRADING. SOILS SHALL BE STABILIZED BEFORE A WORK SHUTDOWN, HOLIDAY OR WEEKEND IF NEEDED BASED ON THE WEATHER FORECAST. SOIL STOCKPILINGS MUST BE STABILIZED AND PROTECTED WITH SEDIMENT TRAPPING MEASURES. HYDROSEED ALL DISTURBED AREAS AS SOON AS PRACTICAL NOT INDICATED IN THE CONTRACT DOCUMENTS FOR OTHER PERMANENT STABILIZATION MEASURES.

DESIGN, CONSTRUCT, AND PHASE CUT AND FILL SLOPES IN A MANNER THAT WILL MINIMIZE EROSION. REDUCE SLOPE VELOCITIES ON DISTURBED SLOPES BY PROVIDING TEMPORARY BARRIERS. STORMWATER FROM OFF SITE SHOULD BE HANDLED SEPARATELY FROM STORMWATER GENERATED ON SITE.

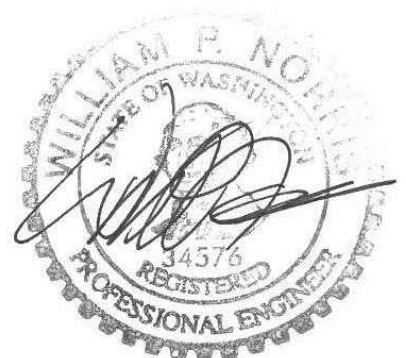
AFTER FINAL SITE STABILIZATION

ALL TEMPORARY EROSION AND SEDIMENTATION CONTROL MEASURES SHALL BE REMOVED WITHIN 30 DAYS AFTER FINAL SITE STABILIZATION IS ACHIEVED OR AFTER THE TEMPORARY BEST MANAGEMENT PRACTICES (BPMs) ARE NO LONGER NEEDED. TRAPPED SEDIMENT SHALL BE REMOVED FROM THE SITE OR INCORPORATED INTO FINISHED GRADING. DISTURBED SOIL AREAS RESULTING FROM REMOVAL SHALL BE PERMANENTLY STABILIZED.

CONSTRUCTION DEWATERING

CONTRACTOR SHALL PERFORM CONSTRUCTION DEWATERING IN SUCH A MANNER AS TO AVOID THE RELEASE OF SEDIMENT-LADEN WATER TO SURFACE WATERS. SEDIMENT LADEN WATER MAY BE PUMPED TO AN UPLAND DISCHARGE LOCATION AND ALLOWED TO INFILTRATE INTO THE GROUND. IF THIS METHOD IS NOT SUFFICIENT TO PREVENT RETURN OF TURBID WATER TO THE RIVER, A 'DIRT-BAG' OR SEDIMENT RETENTION STRUCTURE MAY BE REQUIRED AS NECESSARY TO COMPLY WITH LAWS AND PERMIT REQUIREMENTS AT NO ADDITIONAL COST TO THE OWNER.

CONTRACTOR SHALL PROVIDE VISQUEEN OR GEOTEXTILE LINER OR PLYWOOD OR METAL PLATING AS NECESSARY TO DISSIPATE PUMP DISCHARGE JET TO PREVENT EROSION.



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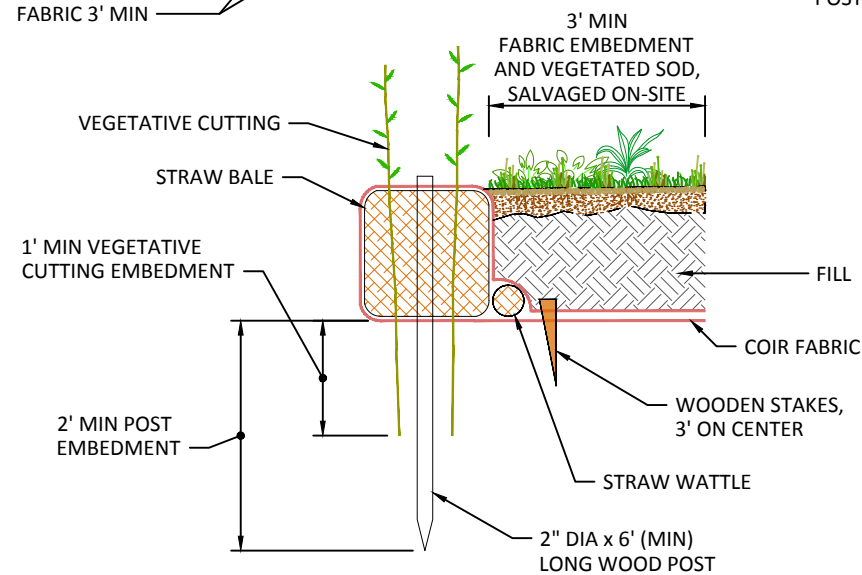
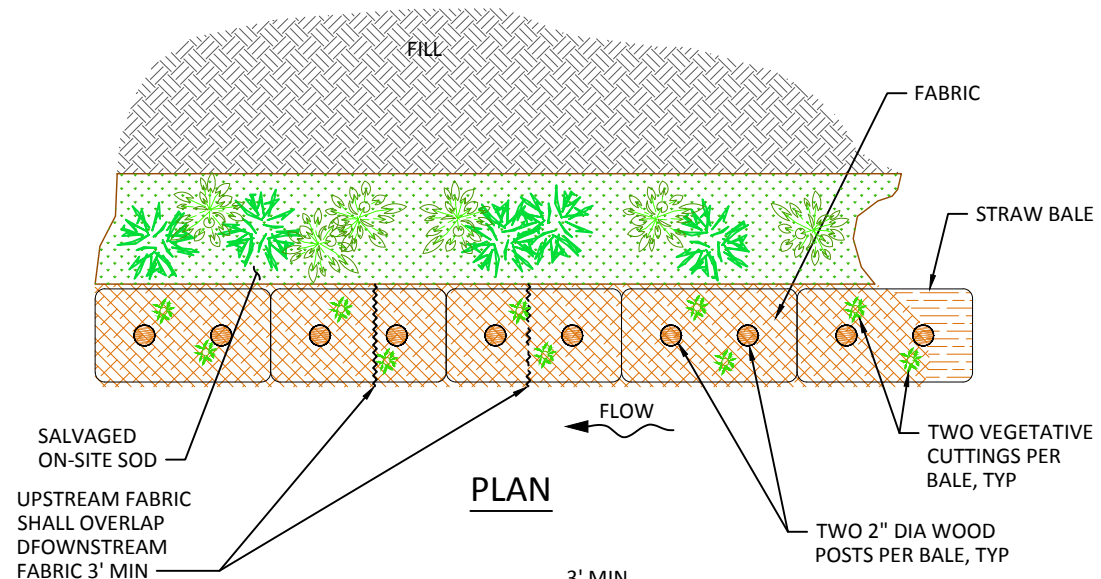


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EROSION CONTROL GENERAL
NOTES

SHEET

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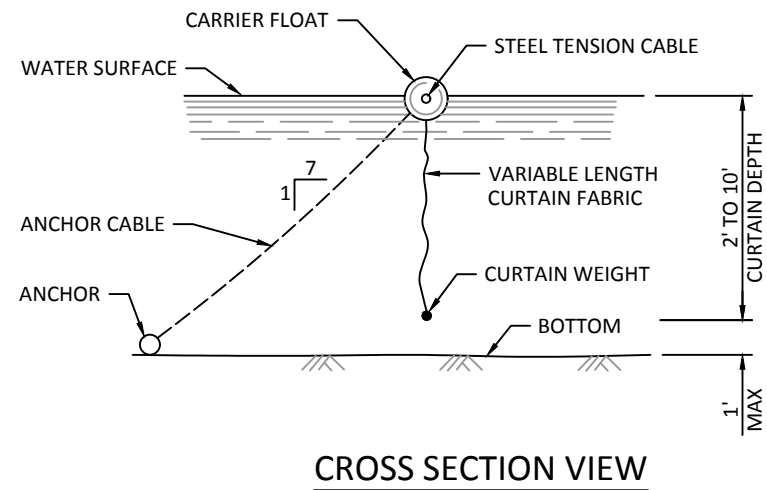


CROSS SECTION VIEW

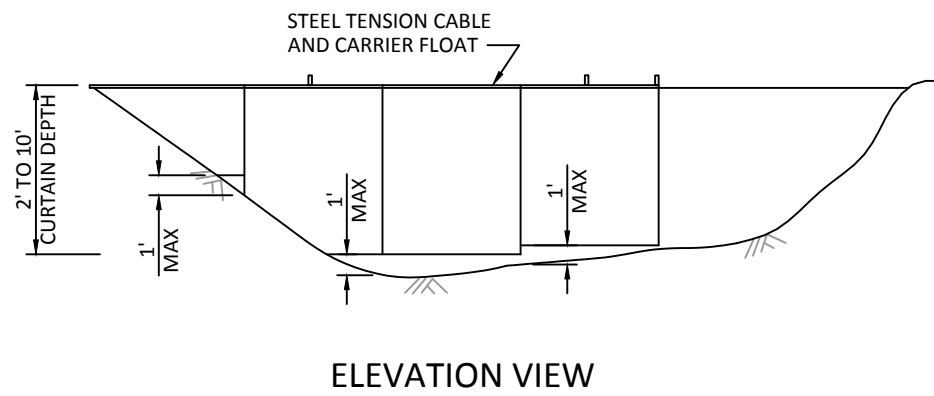
NOTES:

1. LENGTHWISE OVERLAP OF BIODEGRADABLE WOVEN COIR FABRIC SECTIONS SHALL BE 5' MINIMUM WITH A MINIMUM OF 2 STAKES PLACED IN THE OVERLAPPING SECTION.
2. THE CONSTRUCTION SEQUENCE FOR FILL PLACEMENT IS AS FOLLOWS:
 - A. CONSTRUCT STRAW BALE FILL CONTAINMENT AROUND PERIMETER OF FILL AREA AS SHOWN ABOVE.
 - B. PLACE DREDGED MATERIAL WITHIN THE CONTAINED AREA. ALLOW TIME FOR SETTLING AND DRAINAGE PRIOR PLACEMENT OF ADDITIONAL LAYERS.

1
4 **DETAIL - COIR WRAPPED STRAW BALE FOR FILL CONTAINMENT**
NOT TO SCALE



CROSS SECTION VIEW

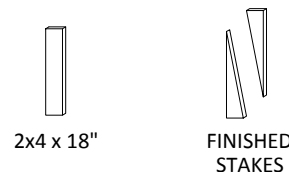


ELEVATION VIEW

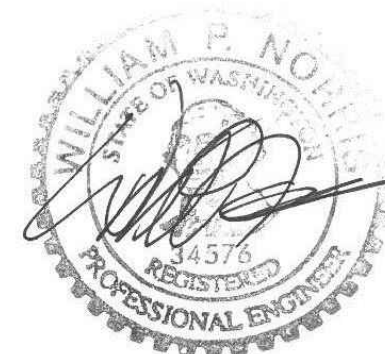
NOTE:

THE UPSTREAM END OF THE TURBIDITY CURTAIN SHALL BE SECURED SUFFICIENTLY TO RESIST EXCESSIVE DEFORMATION FROM FLOWS IN THE WHITE SALMON RIVER.

2
4 **DETAIL - TYPICAL TURBIDITY CURTAIN**
NOT TO SCALE



3
4 **WOODEN STAKES**
NOT TO SCALE



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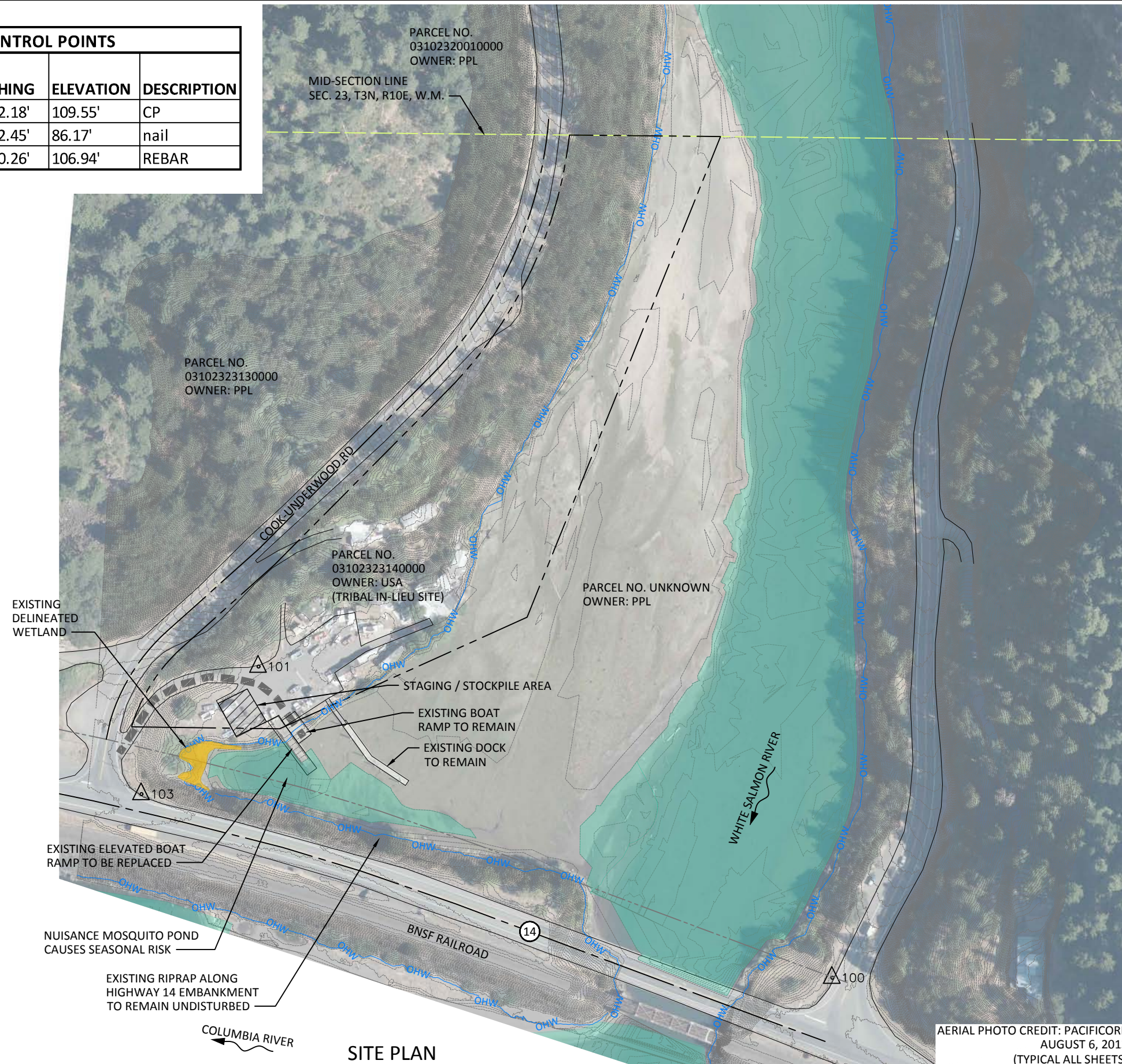
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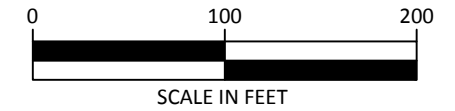
EROSION CONTROL DETAILS

SURVEY CONTROL POINTS				
POINT NUMBER	EASTING	NORTHING	ELEVATION	DESCRIPTION
100	1379687.62'	145832.18'	109.55'	CP
101	1378912.13'	146252.45'	86.17'	nail
103	1378754.09'	146080.26'	106.94'	REBAR



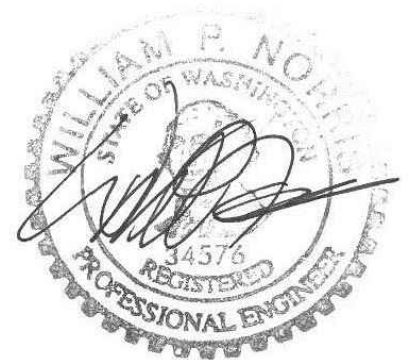
SITE PLAN

AERIAL PHOTO CREDIT: PACIFICORP
AUGUST 6, 2013
(TYPICAL ALL SHEETS)



LEGEND

- PROPERTY LINE
- TOWNSHIP SECTION LINE
- EXISTING ROAD CENTERLINE
- HIGHWAY 14 RIGHT OF WAY
- ■ ■ ■ EXISTING ACCESS ROAD
- OHW — ORDINARY HIGH WATER
- EXISTING RIVER CHANNEL
- DELINEATED WETLAND
- ▨ STAGING/STOCKPILE AREA
- EXISTING CONTOURS (1' INTERVAL)
- △ 101 SURVEY CONTROL POINT



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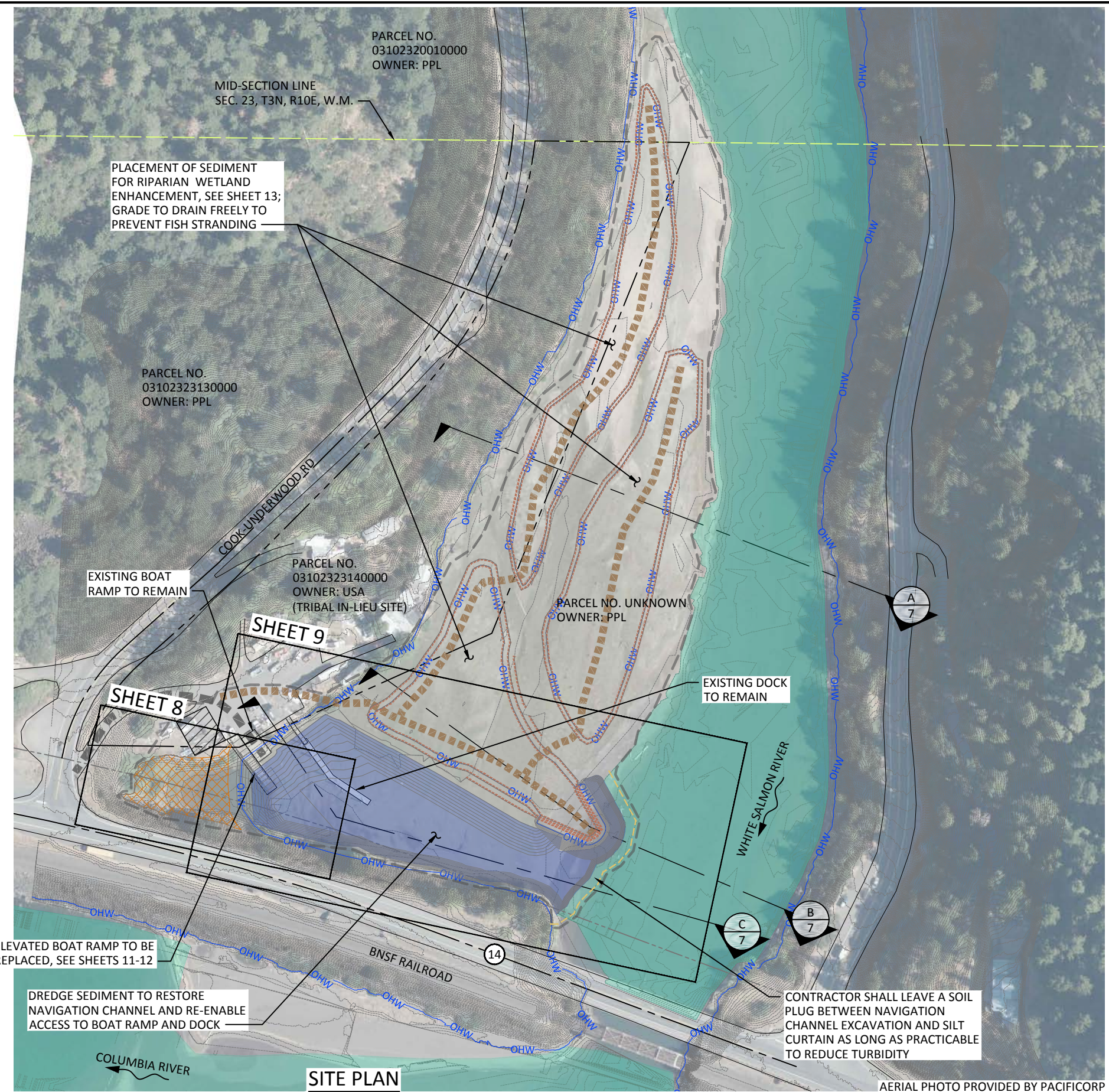
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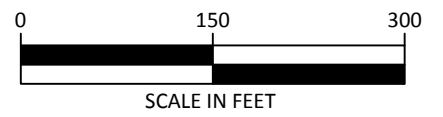
EXISTING CONDITIONS,
ACCESS, STAGING AND
SURVEY CONTROL

SHEET
5 OF 16



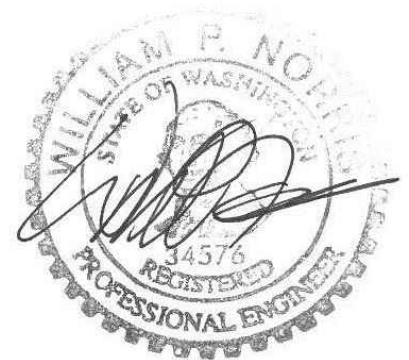
SITE PLAN

AERIAL PHOTO PROVIDED BY PACIFICORP



LEGEND

- PROPERTY LINE
- TOWNSHIP SECTION LINE
- EXISTING ROAD CENTERLINE
- HIGHWAY 14 RIGHT OF WAY
- █ █ █ █ █ EXISTING ACCESS ROAD
- █ █ █ █ █ TEMPORARY ACCESS ROAD
- OHW — ORDINARY HIGH WATER
- ▨ STAGING/STOCKPILE AREA
- █ EXISTING RIVER CHANNEL
- █ PROPOSED BOAT ACCESS CHANNEL
- ▨ PROPOSED FILL OF MOSQUITO POND
- ▨ EXISTING CONTOURS (1' INTERVAL)
- ▨ PROPOSED CONTOURS (1' INTERVAL)
- LIMITS OF DISTURBANCE
- SILT CURTAIN
- COIR WRAPPED STRAW BALES



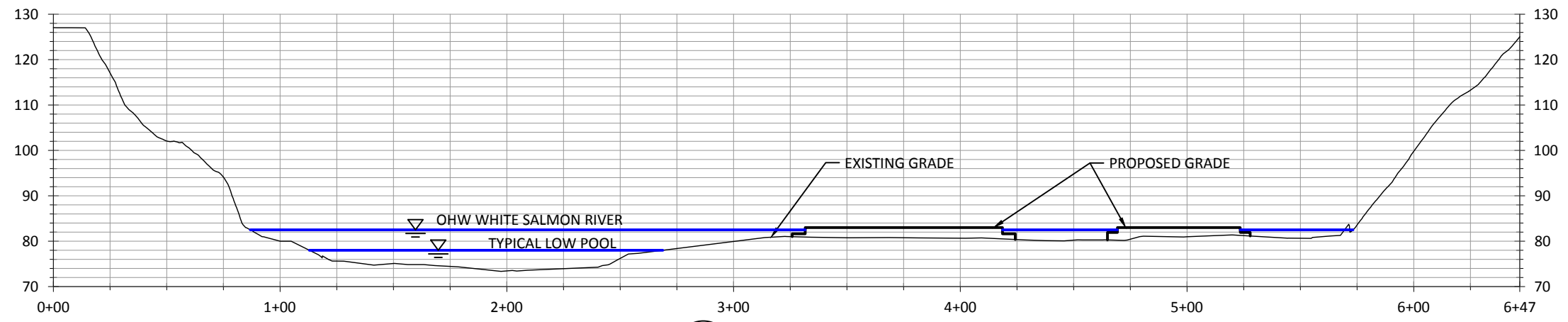
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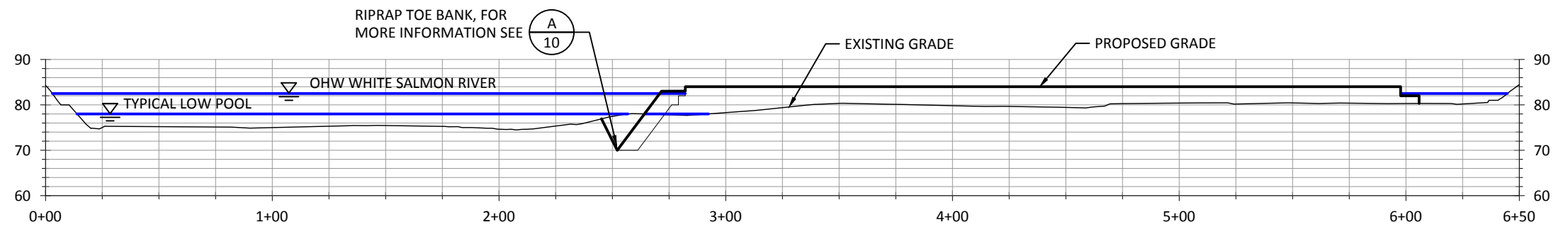
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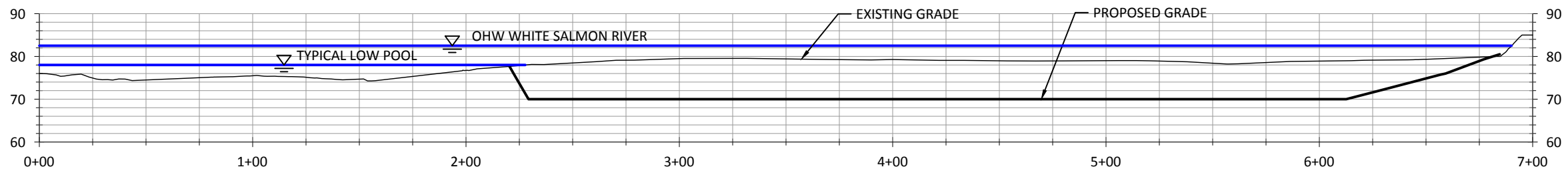
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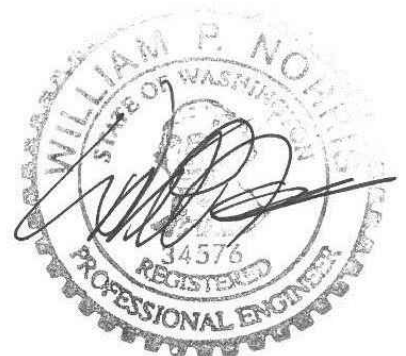
A
7 SECTION
SCALE: HORIZ 1"=60'
VERT 1"=30'



B
7 SECTION
SCALE: HORIZ 1"=60'
VERT 1"=30'



C
7 SECTION
SCALE: HORIZ 1"=60'
VERT 1"=30'



NO.	BY	DATE	REVISION DESCRIPTION

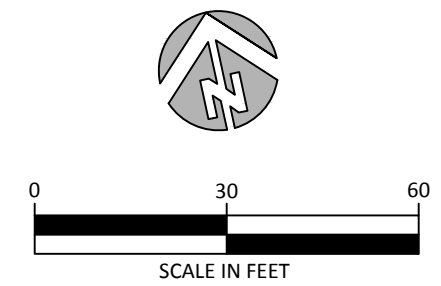
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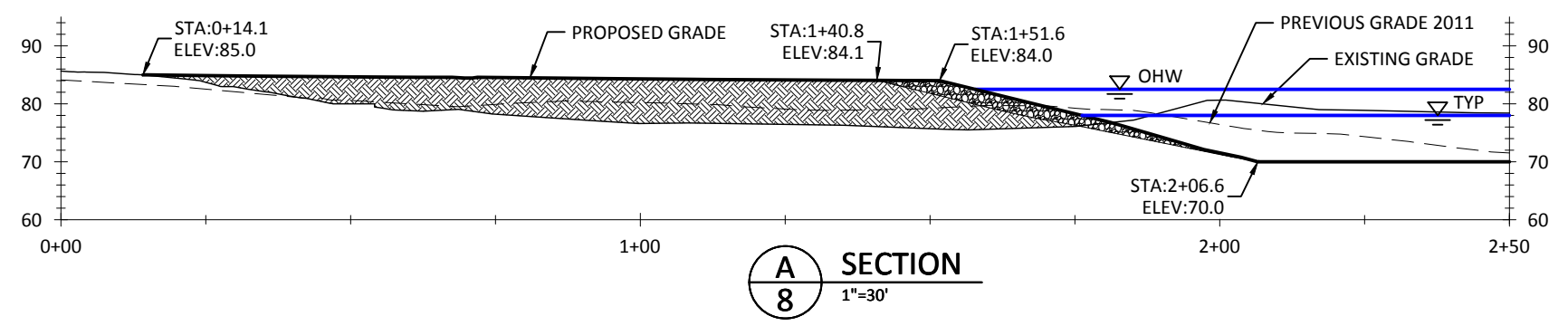
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GRADING SECTIONS

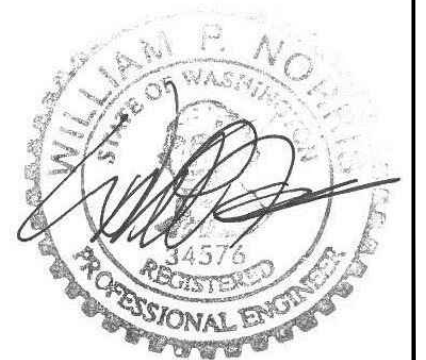


- LEGEND**
- PROPERTY LINE
 - ▣ EXISTING ACCESS ROAD
 - OHW — ORDINARY HIGH WATER
 - ▨ STAGING/STOCKPILE AREA
 - ▭ PROPOSED BOAT ACCESS CHANNEL
 - ▧ PROPOSED FILL OF MOSQUITO POND
 - - - EXISTING CONTOURS (1' INTERVAL)
 - PROPOSED CONTOURS (1' INTERVAL)
 - - - LIMITS OF DISTURBANCE
 - ▨ EXISTING BOAT RAMP TO REMAIN
 - ▧ EXISTING BOAT RAMP TO BE REPLACED

PLAN
1"=30'



A
8 SECTION
1"=30'



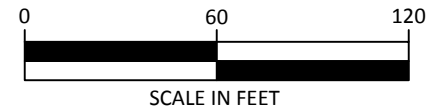
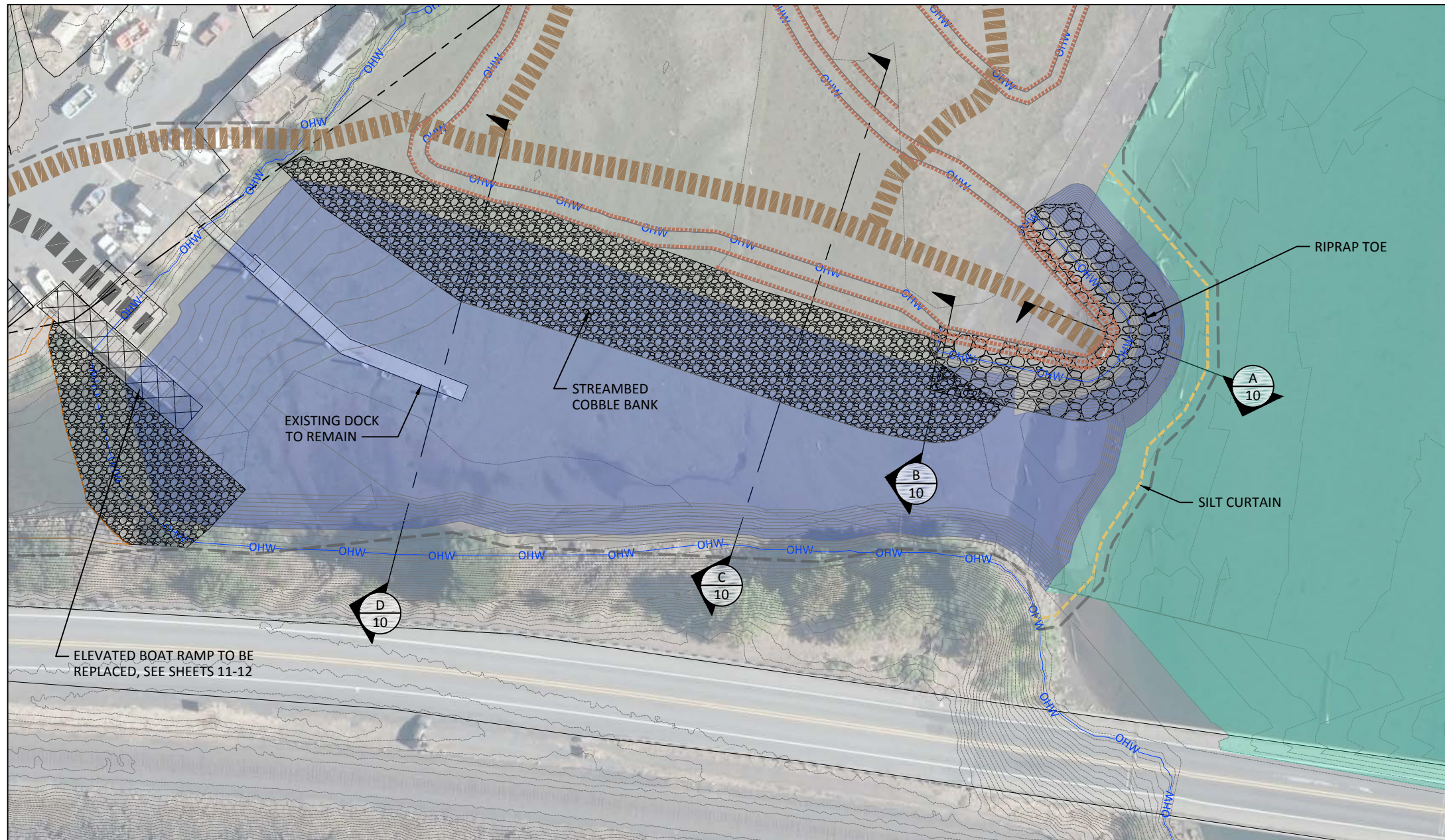
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WEST BANK PLAN AND SECTION



LEGEND

- PROPERTY LINE
- ▨ EXISTING ACCESS ROAD
- ▨ TEMPORARY ACCESS ROAD
- OHW — ORDINARY HIGH WATER
- █ EXISTING RIVER CHANNEL
- █ PROPOSED BOAT ACCESS CHANNEL
- - - EXISTING CONTOURS (1' INTERVAL)
- PROPOSED CONTOURS (1' INTERVAL)
- ▨ COIR WRAPPED STRAW BALES
- - - LIMITS OF DISTURBANCE
- ▨ EXISTING BOAT RAMP TO REMAIN
- ▨ EXISTING BOAT RAMP TO BE REPLACED
- ▨ PROPOSED STREAMBED COBBLE BANK
- ▨ PROPOSED RIPRAP TOE

PLAN
1"=60'

NOTE: NAVIGATION CHANNEL SHALL BE A NO-WAKE ZONE. WAVES OVER 9-INCHES IN HEIGHT WILL DISPLACE STREAMBED COBBLE PLACED ON BANK.



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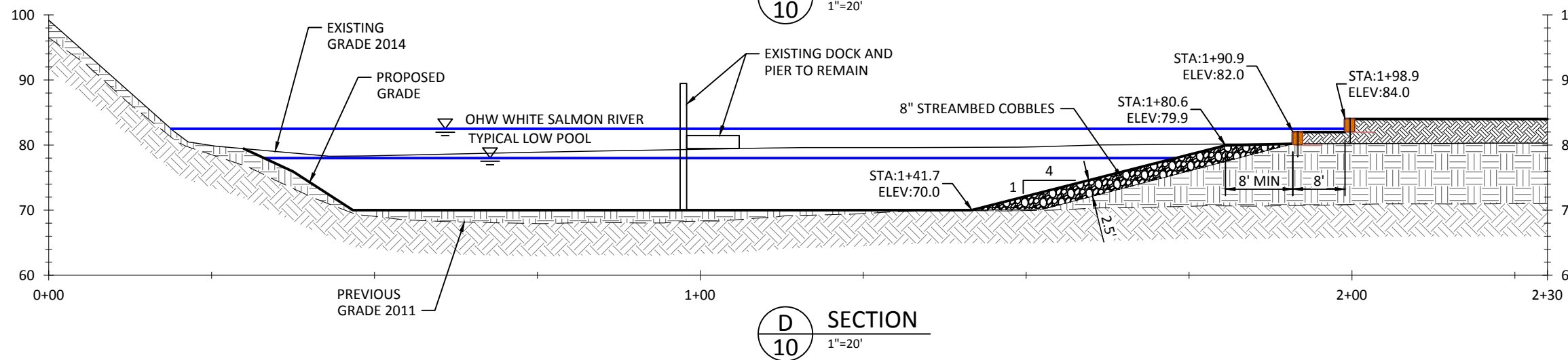
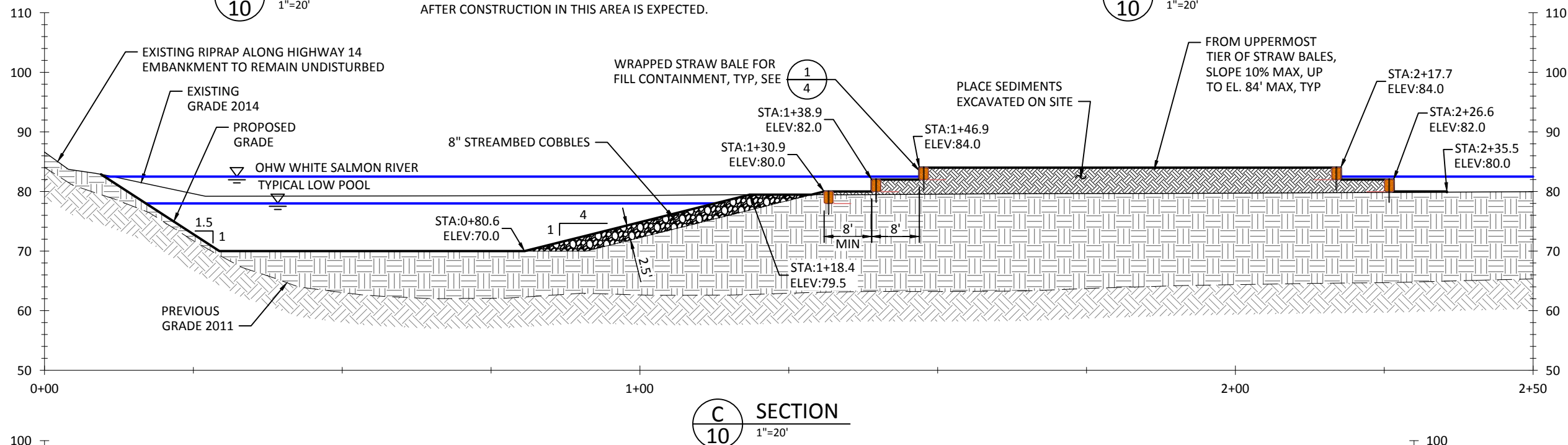
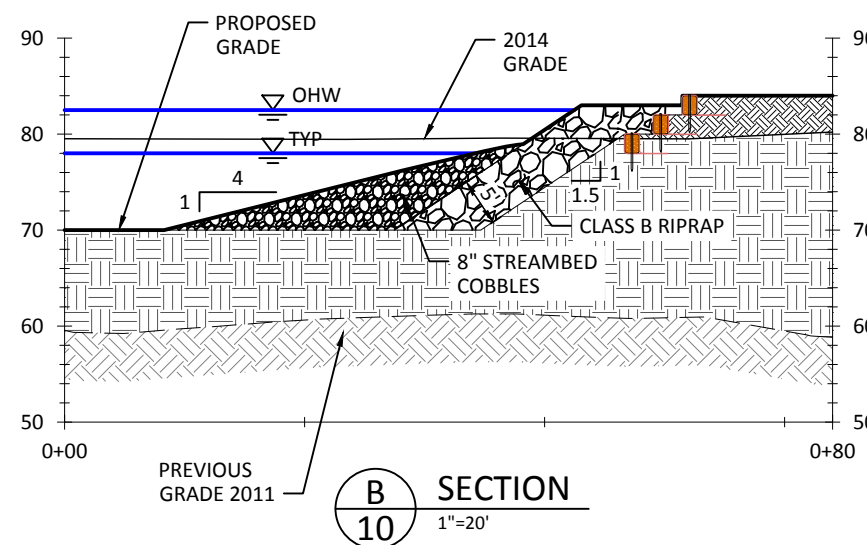
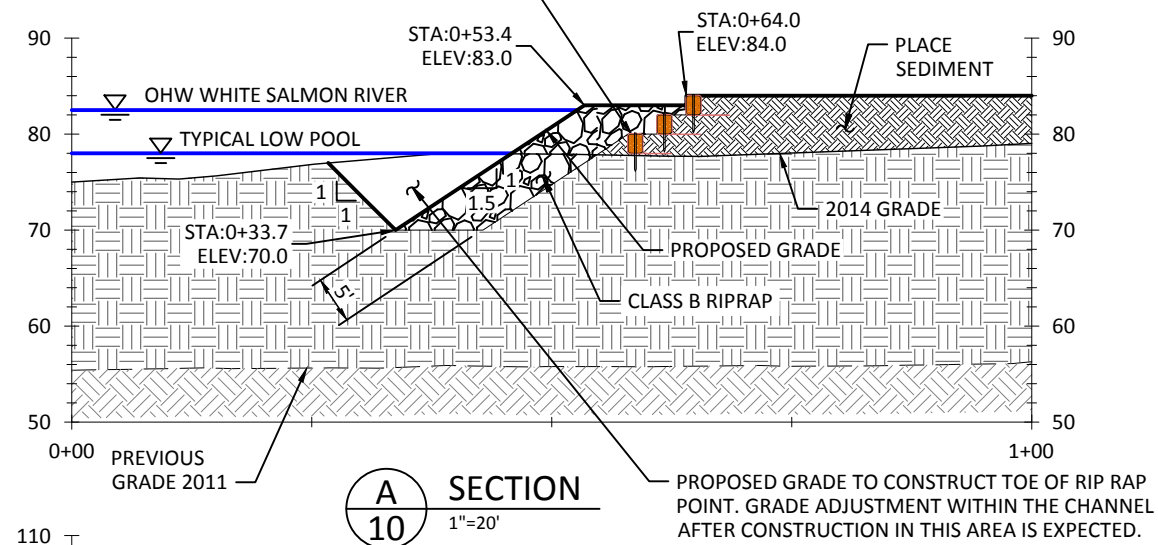
DF, LK DRAWN	MC, GJ, JE, BN DESIGNED	BN CHECKED
BN APPROVED	10/10/17 DATE	14-02-32 PROJECT

CONFEDERATED BANDS AND TRIBES OF THE YAKAMA NATION
UNDERWOOD IN-LIEU
NAVIGATION CHANNEL PROJECT

501 Portway Avenue, Suite 101
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NAVIGATION CHANNEL
PLAN

STRAW BALES TIERED AT AN AVERAGE SLOPE OF 1.5:1 TO PROVIDE SUPPORT FOR RIPRAP PLACEMENT AND FILTRATION OF SEDIMENT PLACED BEHIND



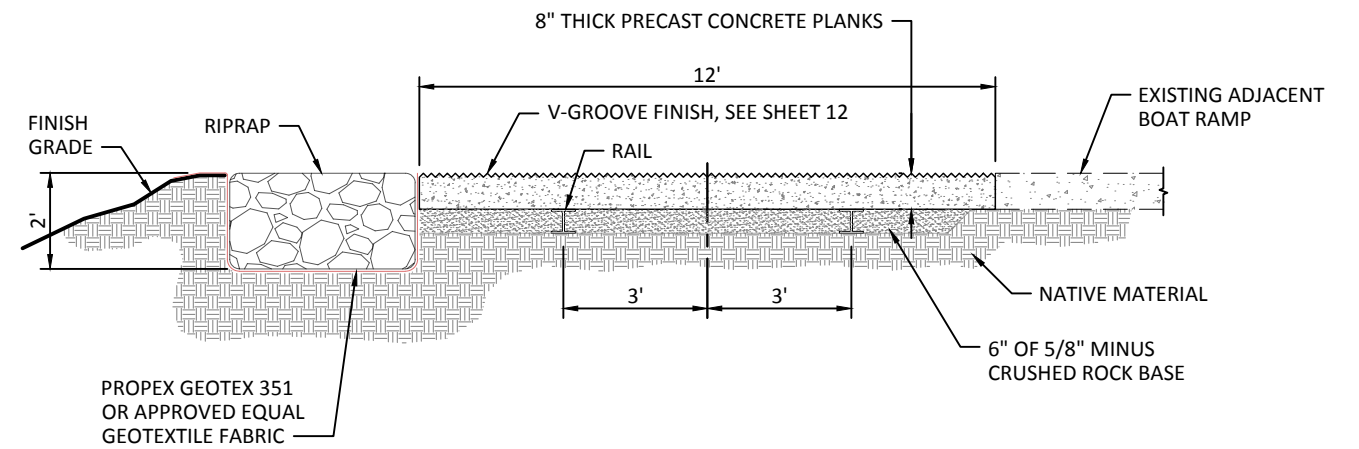
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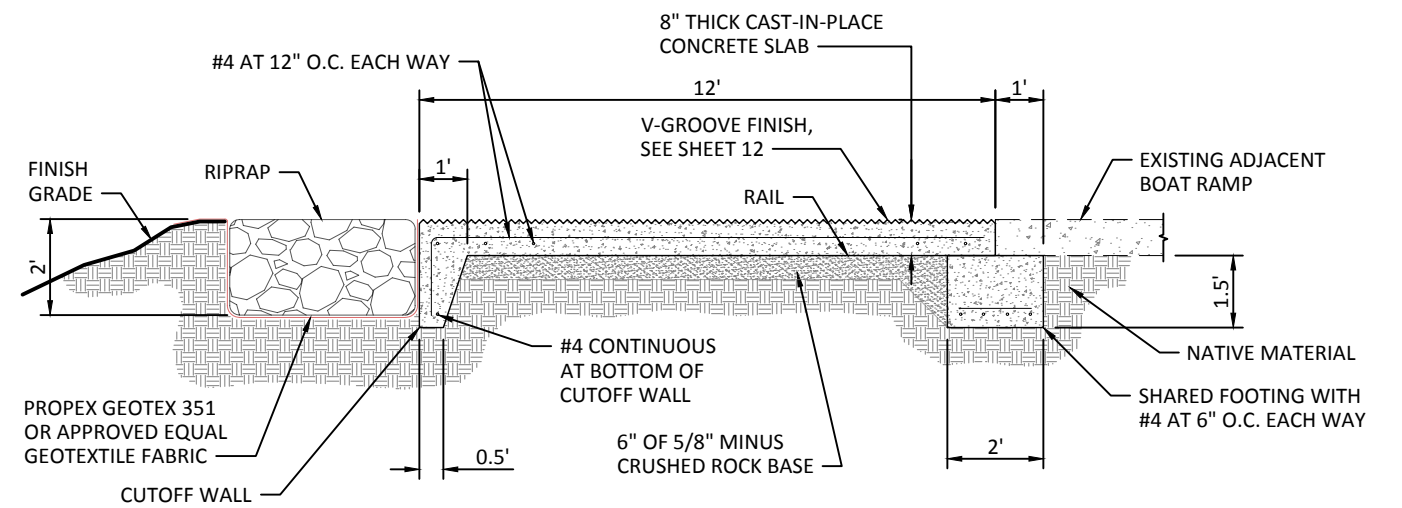
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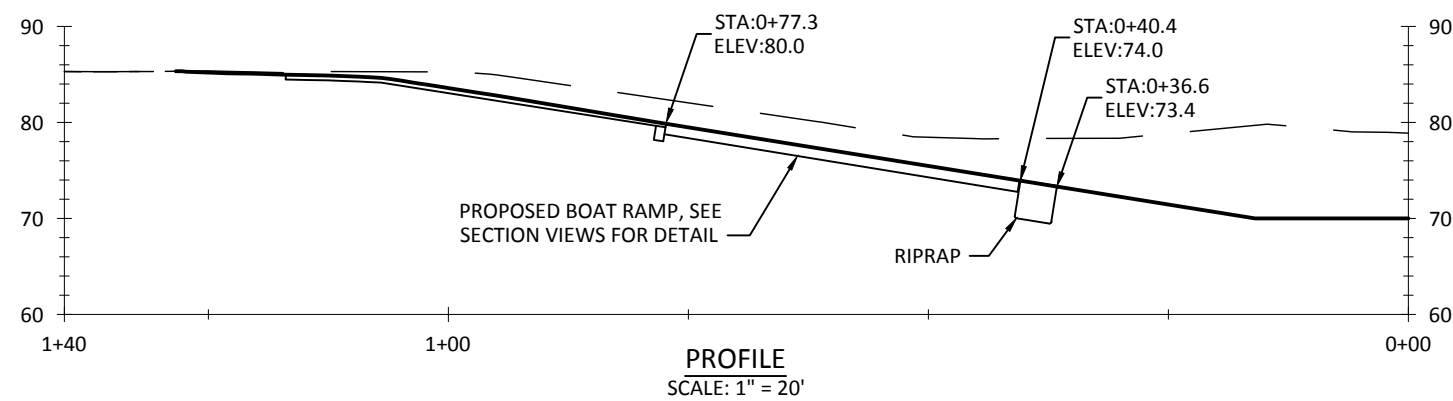
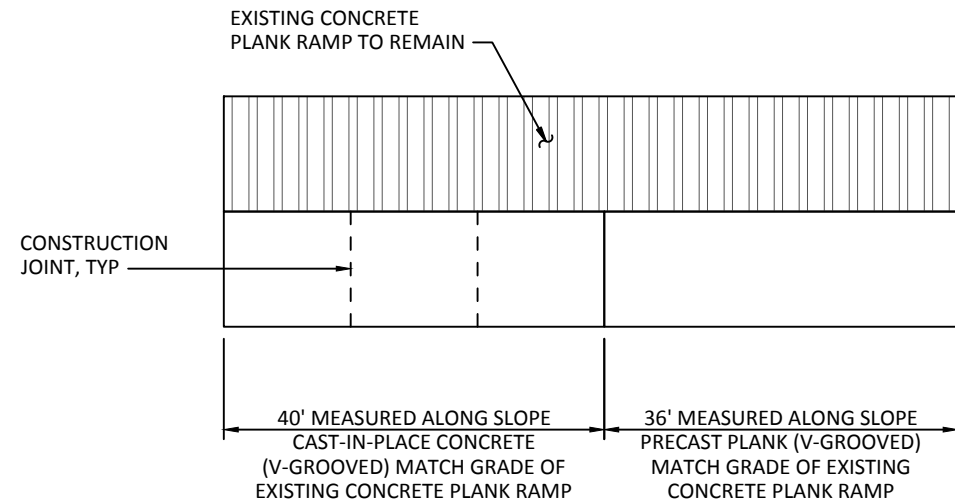
NAVIGATION CHANNEL
SECTIONS



TYPICAL PROPOSED PRECAST PLANK SECTION
SCALE: 1" = 4'



TYPICAL CAST IN PLACE SECTION
SCALE: 1" = 4'



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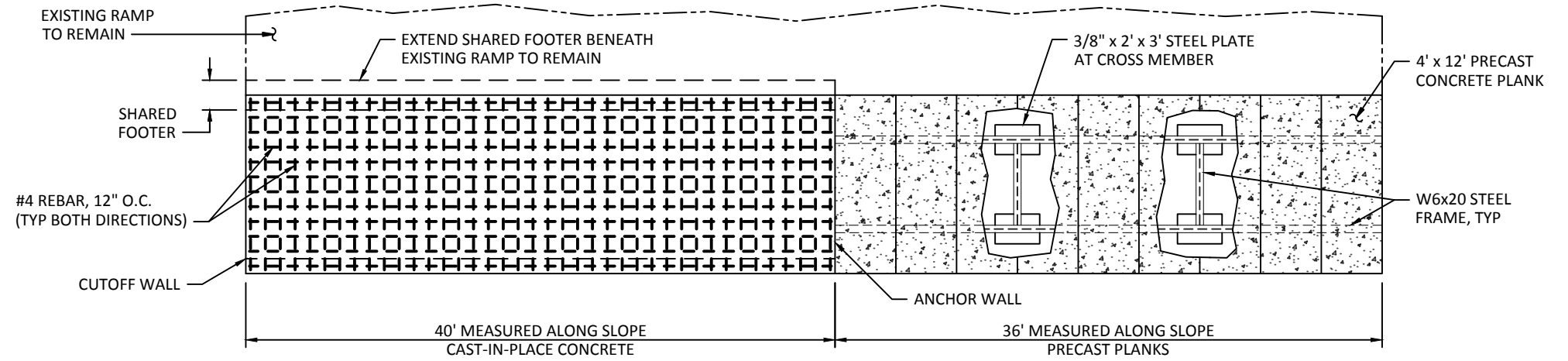
CONFEDERATED BANDS AND TRIBES OF THE YAKAMA NATION
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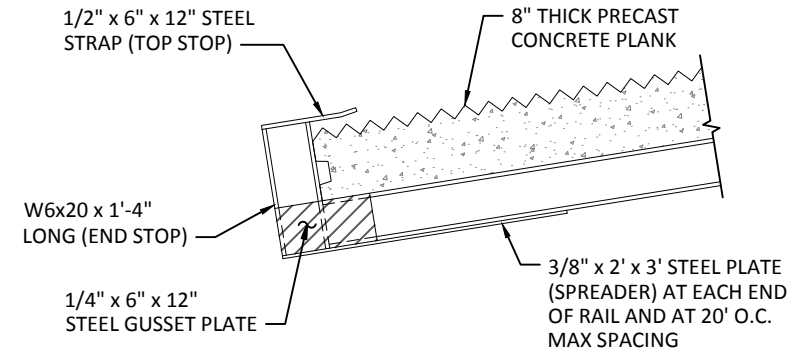
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BOAT RAMP REPLACEMENT
PLAN, PROFILE, AND SECTIONS

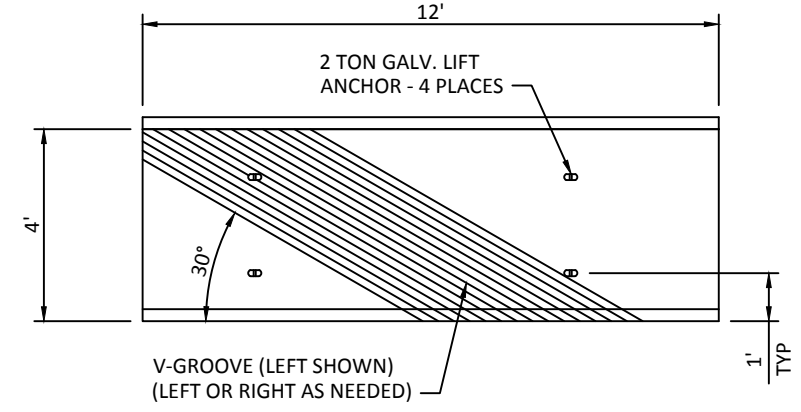
SHEET
11 OF 16



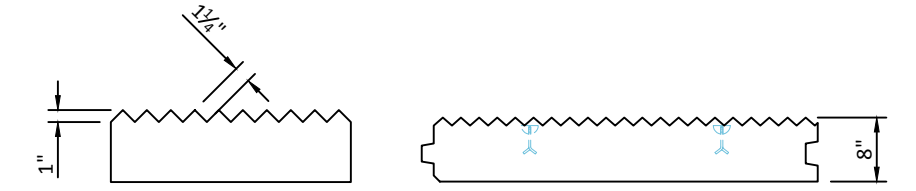
RAMP RAIL AND REBAR LAYOUT PLAN
SCALE: 1" = 10'



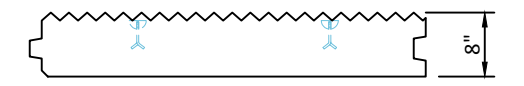
1 END STOP DETAIL
SCALE: 1/2" = 1'



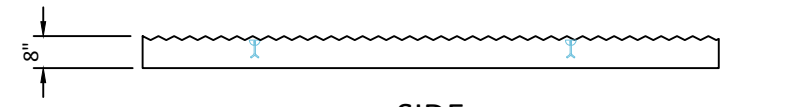
PLAN
SCALE: 1/4" = 1'



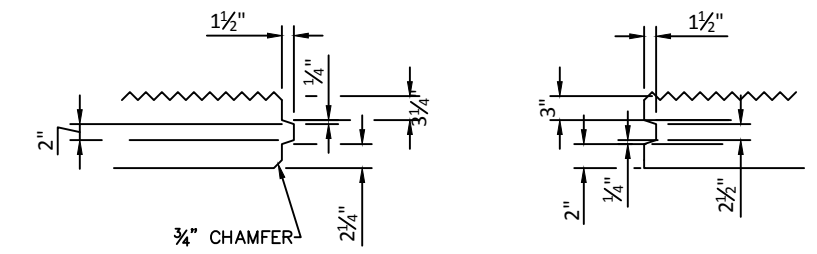
GROOVE DETAIL
SCALE: 1/2" = 1'



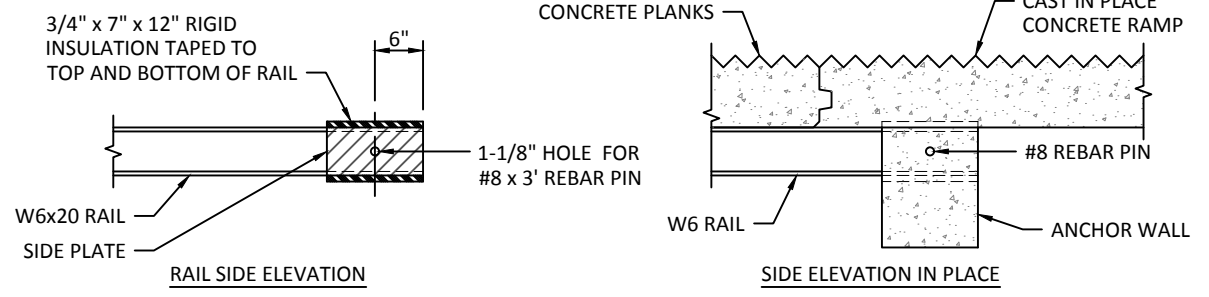
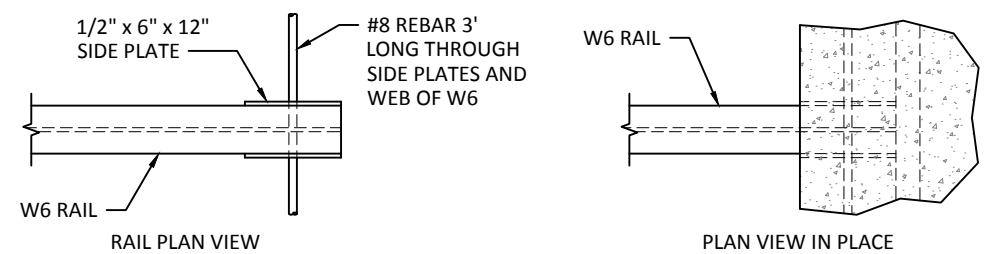
END
SCALE: 1/2" = 1'



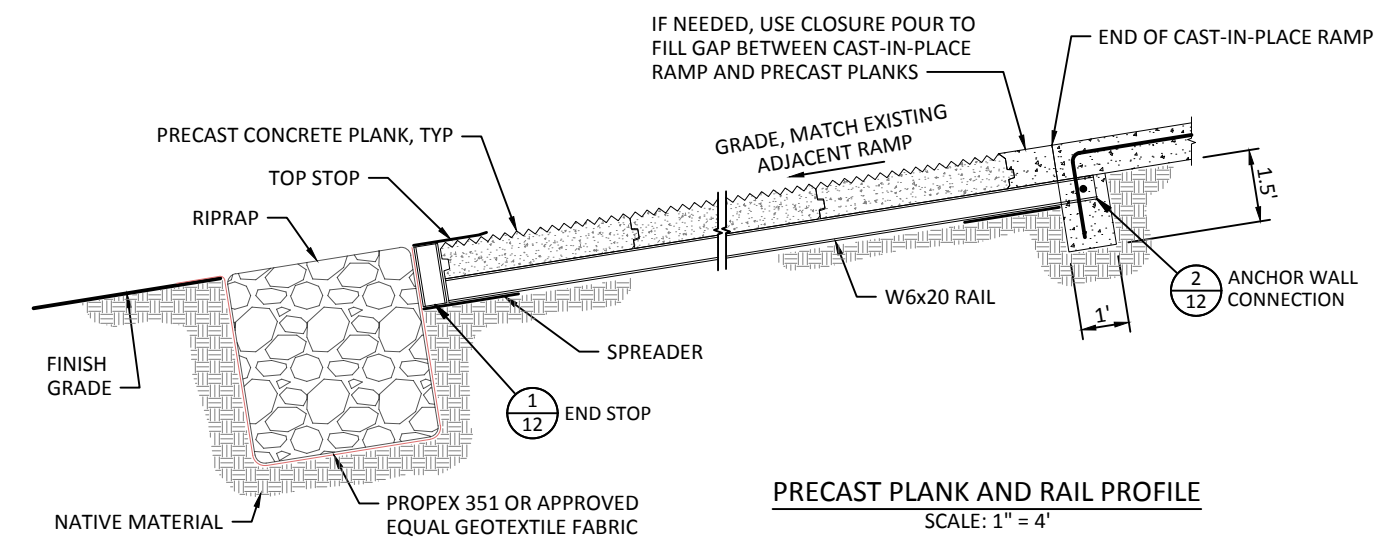
SIDE
SCALE: 1/4" = 1'



KEYWAY DETAIL
SCALE: 1/2" = 1'



2 ANCHOR WALL CONNECTION DETAIL
SCALE: 1/2" = 1'



PRECAST PLANK AND RAIL PROFILE
SCALE: 1" = 4'



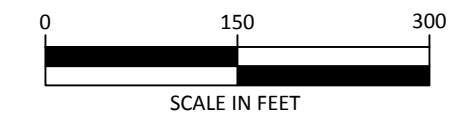
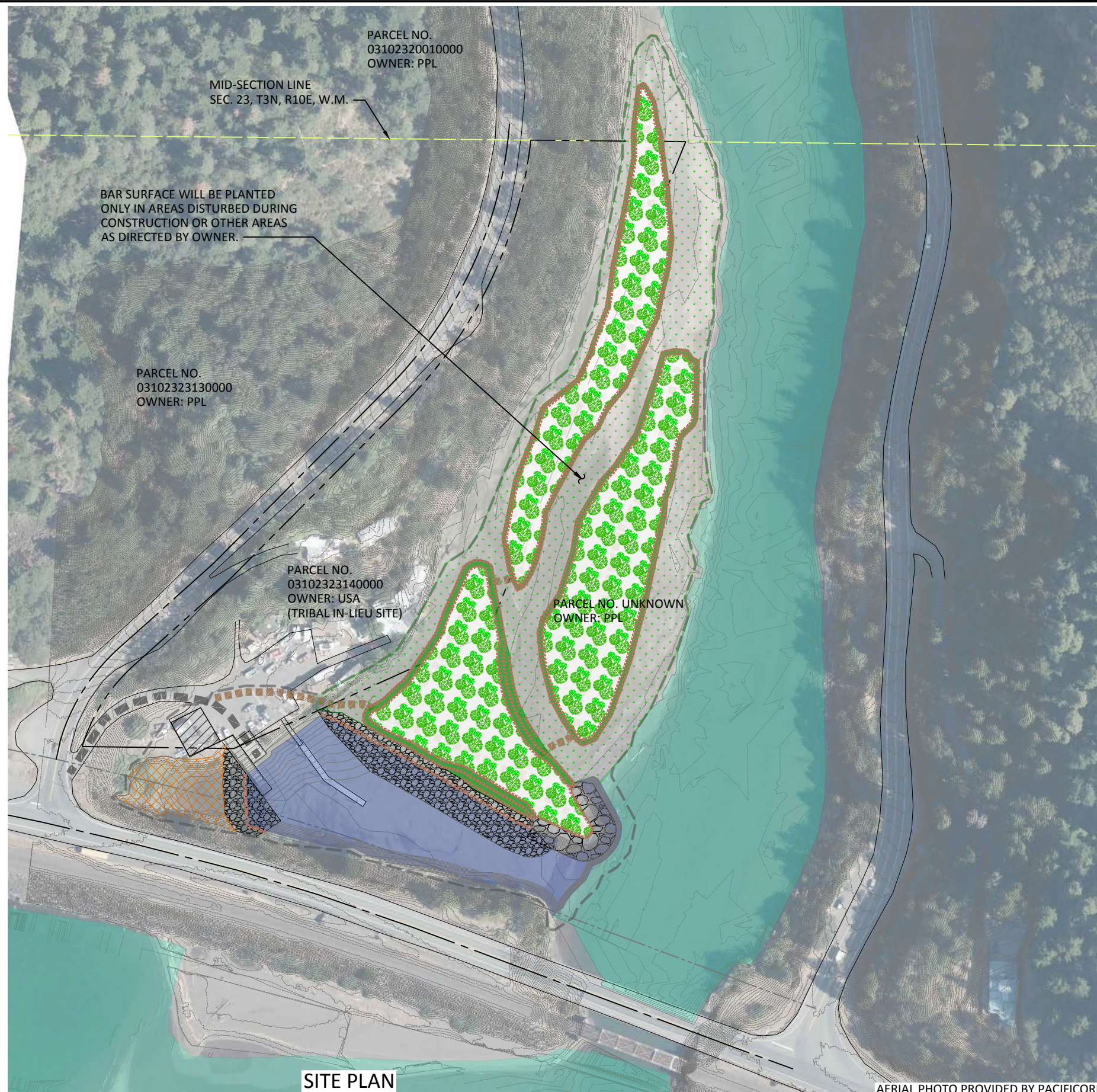
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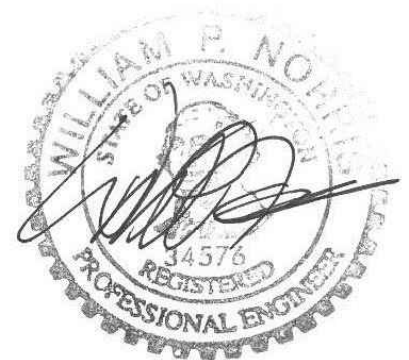
BOAT RAMP DETAILS



LEGEND

- PROPERTY LINE
- TOWNSHIP SECTION LINE
- EXISTING ROAD CENTERLINE
- HIGHWAY 14 RIGHT OF WAY
- EXISTING ACCESS ROAD
- TEMPORARY ACCESS ROAD
- STAGING/STOCKPILE AREA
- EXISTING RIVER CHANNEL
- PROPOSED BOAT ACCESS CHANNEL
- EXISTING CONTOURS (1' INTERVAL)
- PROPOSED CONTOURS (1' INTERVAL)
- LIMITS OF DISTURBANCE
- PLANTING ZONE 1 (2.12 ACRES)
SHRUBS AND WETLAND VEGETATION
- PLANTING ZONE 2 (0.5 ACRES)
SHRUBS AND SMALL TREES
- PLANTING ZONE 3 (2.57 ACRES)
TREES AND SHRUBS
- PLANTING ZONE 4 (0.23 ACRES)
PROPOSED FILL OF MOSQUITO POND
SEED MIX
- LIVE STAKES IN STRAW BALES AND
STREAMBED COBBLE
- STREAMBED COBBLE BANK
- RIPRAP TOE

NOTE:
SALVAGE AND RE-USE
OF EXISTING PLANT
MATERIALS
INCLUDING CUTTINGS
AND SOD MATS IS
ENCOURAGED.



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Seed Mix - Zone 1 (2.12 ac)

25 lbs/acres PLS*

Botanical Name	Common Name	Method
<i>Beckmannia syzigachne</i>	American sloughgrass	broadcast
<i>Carex interrupta</i>	greenfruit sedge	
<i>Carex microptera</i>	small-winged sedge	
<i>Carex nebrascensis</i>	Nebraska sedge	
<i>Carex nudata</i>	torrent sedge	
<i>Eleocharis palustris</i>	common spikerush	
<i>Glyceria elata</i>	tall mannagrass	
<i>Juncus balticus</i>	Baltic rush	
<i>S. tabernaemontani</i>	softstem bulrush	
<i>Schoenoplectus acutus</i>	hardstem bulrush	
<i>Scirpus microcarpus</i>	small-fruit bulrush	

Seed Mix - Zones 2 and 3 (3.07 ac)

16 lbs/acre PLS*

Botanical Name	Common Name	Method
<i>Carex nudata</i>	torrent sedge	broadcast
<i>Glyceria elata</i>	tall mannagrass	
<i>Hordeum brachyantherum</i>	meadow barley	
<i>Juncus effusus</i>	soft rush	

Seed Mix - Zone 4 (0.23 ac)

14 lbs/acre PLS*

Botanical Name	Common Name	Method
<i>Elymus lanceolatus</i>	streamside wheatgrass	broadcast
<i>Apocynum cannabinum</i>	Indian hemp dogbane	
<i>Bromus carinatus</i> ssp. <i>marginatus</i>	mountain brome	
<i>Carex microptera</i>	small-winged sedge	
<i>Carex nebrascensis</i>	Nebraska sedge	
<i>Deschampsia cespitosa</i>	tufted hairgrass	
<i>Festuca idahoense</i>	Idaho fescue	
<i>Poa secunda</i>	Sandberg bluegrass	
<i>Hordeum brachyantherum</i>	meadow barley	
<i>Juncus effusus</i>	soft rush	

*PLS = Pure Live Seed

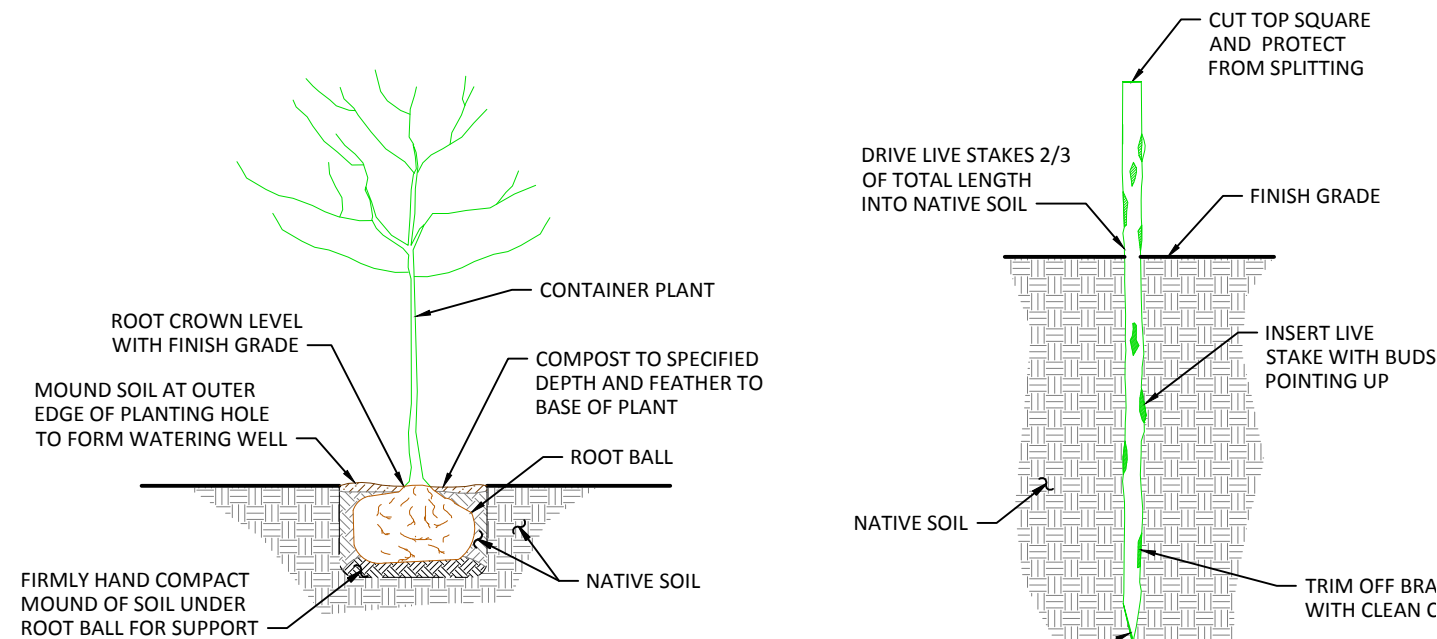
NOTE:
FOR ALL SEED APPLICATION, MIX 50/50 WITH STERILE
CRACKED CORN TO ACHIEVE EVEN DISTRIBUTION.

Vegetation Planting - Zone 2 (0.5 ac)

Form	Botanical Name	Common Name	Propogation Method	Size	Spacing (ft oc)	Total Quantity
shrub	<i>Cornus alba</i>	red-osier dogwood	cuttings	3-4' (above crown), max 3" dbh	6	150
	<i>Salix exigua</i>	coyote willow	cuttings		6	80
	<i>Salix lasiandra</i>	Pacific willow	cuttings		6	80
	<i>Spiraea douglasii</i>	Douglas spirea	container	bare root	6	80
tree	<i>Alnus rubra</i>	red alder	container	bare root	10	70
	<i>Populus trichocarpa</i>	black cottonwood	pole	2-3" DBH	10	150

Vegetation Planting - Zone 3 (2.57 ac)

Form	Botanical Name	Common Name	Propogation Method	Size	Spacing (ft oc)	Total Quantity
shrub	<i>Cornus alba</i>	red-osier dogwood	cuttings	3-4' (above crown), max 3" dbh	6	300
	<i>Salix exigua</i>	coyote willow	cuttings		6	150
	<i>Salix scouleriana</i>	Scouler's willow	cuttings		6	150
	<i>Physocarpus capitatus</i>	Pacific ninebark	container	1-gal pot	6	200
	<i>Rubus parviflorus</i>	thimbleberry	container	1-gal pot	6	200
	<i>Sambucus nigra</i> ssp. <i>cerulea</i>	blue elderberry	container	1-gal pot	6	90
	<i>Spiraea douglasii</i>	Douglas spirea	container	bare root	6	100
	tree	<i>Alnus rubra</i>	red alder	container	bare root	10
<i>Crataegus douglasii</i>		Douglas hawthorn	container	bare root	10	350
<i>Populus trichocarpa</i>		black cottonwood	pole	2-3" DBH	10	500



1
14 CONTAINER PLANT DETAIL
NOT TO SCALE

2
14 LIVE CUTTING DETAIL
NOT TO SCALE



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DRAWN	DESIGNED	CHECKED
BN	10/10/17	14-02-32
APPROVED	DATE	PROJECT

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UNDERWOOD IN-LIEU
NAVIGATION CHANNEL PROJECT

interfluve
501 Portway Avenue, Suite 101
Hood River, OR 97031
541.386.9003
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PLANTING DETAILS

PROVISIONS
INTRODUCTION

THE WASHINGTON STATE DEPARTMENT OF TRANSPORTATION'S STANDARD SPECIFICATIONS FOR ROAD, BRIDGE AND MUNICIPAL CONSTRUCTION 2014 (WSDOT STANDARD SPECIFICATIONS) SHALL APPLY UNLESS OTHERWISE NOTED IN THE FOLLOWING SPECIAL PROVISIONS. THE "CONTRACTING AGENCY" OR "OWNER" SHALL BE THE CONFEDERATED TRIBES AND BANDS OF THE YAKAMA NATION. ADDITIONAL SPECIFICATIONS IN THE FOLLOWING CONTRACT SECTIONS ARE INCLUDED FOR ITEMS NOT COVERED BY THE WSDOT STANDARD SPECIFICATIONS.

SECTIONS 1-02, 1-03, AND 1-08 (EXCEPT 1-08.6, 1-08.7, 1-08.8) OF THE STANDARD SPECIFICATIONS DO NOT APPLY.

ITEM 001- TESC, SPCC PLAN AND IMPLEMENTATION

DESCRIPTION

THIS WORK SHALL PROVIDE FOR PREPARATION, IMPLEMENTATION, AND REMOVAL OF A TEMPORARY EROSION SEDIMENT CONTROL (TESC) PLAN AND FOR THE PREPARATION AND IMPLEMENTATION OF A SPILL PREVENTION CONTROL AND COUNTERMEASURE (SPCC) PLAN IN ACCORDANCE WITH SECTION 1-07.15 OF THE STANDARD SPECIFICATIONS, AND AS AMENDED BY THESE SPECIAL PROVISIONS.

1. THE CONTRACTOR SHALL SUBMIT A TESC FOR THE PROJECT TO THE OWNER FOR APPROVAL. THE TESC MUST SATISFY THE REQUIREMENTS OF THE WASHINGTON DEPARTMENT OF ECOLOGY NPDES STORMWATER GENERAL PERMIT FOR CONSTRUCTION ACTIVITY AND ALL OTHER APPLICABLE PERMITS. THE TESC INCLUDED IN THE DRAWINGS AND DESCRIBED HEREIN IS INTENDED TO PROVIDE A BASELINE FOR SEDIMENT AND EROSION CONTROL AND DOES NOT ENSURE THAT THE STANDARDS ESTABLISHED BY ANY APPLICABLE PERMITS WILL BE MET. THE CONTRACTOR MAY USE THESE MEASURES OR ALTERNATIVE MEASURES OF HIS OWN DESIGN TO ENSURE SATISFACTORY PERFORMANCE AND THAT THE EROSION CONTROL REQUIREMENTS OF ALL APPLICABLE PERMITS ARE MET. THE CONTRACTOR SHALL BE NAMED AS THE PERMIT HOLDER. THE CONTRACTOR SHALL BE RESPONSIBLE FOR IMPLEMENTING, INSPECTING AND FILING REPORTS, MAINTAINING, REPLACING, AND REMOVING TESC AND SPCC MEASURES. THE PLAN SHALL INCLUDE THE NAME, ADDRESS AND 24-HOUR CONTACT NUMBER OF THE PERSON RESPONSIBLE FOR EROSION PREVENTION AND SEDIMENT CONTROL MEASURES.
2. A SPILL CONTAINMENT KIT SHALL BE ON SITE AND CREWS SHALL BE TRAINED IN ITS USE.
3. BIODEGRADABLE HYDRAULIC FLUID SHALL BE INSTALLED INTO EACH PIECE OF HEAVY MACHINERY WORKING WITHIN 50 FEET OF THE RIVER.

MEASUREMENT

"TESC, SPCC PLAN AND IMPLEMENTATION," INCLUDING THE ABOVE AMENDMENTS TO THE ITEM WILL BE MEASURED BY LUMP SUM.

PAYMENT

PAYMENT SHALL BE CONSIDERED FULL COMPENSATION FOR ALL EQUIPMENT, LABOR, TOOLS, MATERIALS, AND INCIDENTALS NECESSARY TO COMPLETE THIS WORK AS SPECIFIED. PAYMENT WILL BE MADE IN ACCORDANCE WITH SECTION 1-04.1 FOR THE FOLLOWING BID ITEMS: "TESC, SPCC PLAN AND IMPLEMENTATION" PER LUMP SUM.

ITEM 002 - MOBILIZATION

THIS ITEM SHALL CONSIST OF PREPARATION WORK AND OPERATIONS PERFORMED BY THE CONTRACTOR IN ACCORDANCE WITH THE PROVISIONS OF SECTION 1-09.7 OF THE WASHINGTON DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS (STANDARD SPECIFICATIONS).

TEMPORARY SITE ACCESS SHALL BE ALONG ALIGNMENTS SHOWN IN THE PLANS. MINOR DEVIATIONS TO THE ALIGNMENTS MAY OCCUR AS DIRECTED BY THE OWNER TO PRESERVE SENSITIVE AREAS OR TREES, OR TO AVOID DAMAGE TO FENCE POSTS OR OTHER FEATURES IDENTIFIED IN THE FIELD. DEVIATIONS FROM THE ALIGNMENTS SHOWN IN THE PLANS SHALL BE APPROVED BY OWNER PRIOR TO USE. IF FENCE IS REMOVED TO FACILITATE ACCESS OR CONSTRUCTION, THE CONTRACTOR SHALL REPLACE OR REPAIR FENCE AT NO ADDITIONAL COST TO THE OWNER. SITE ACCESS ROUTES SHALL BE MAINTAINED AND RESTORED TO ORIGINAL OR BETTER CONDITION.

MEASUREMENT AND PAYMENT

PAYMENT FOR MOBILIZATION SHALL BE BY THE LUMP SUM CONTRACT PRICE FOR, 'MOBILIZATION', PARTIAL PAYMENTS WILL BE MADE AS IN ACCORDANCE WITH SECTION 1-09.9 OF THE STANDARD

SPECIFICATIONS. PAYMENT SHALL BE CONSIDERED FULL COMPENSATION FOR ALL EQUIPMENT, LABOR, TOOLS, MATERIALS, AND INCIDENTALS NECESSARY TO COMPLETE THIS WORK AS SPECIFIED.

ITEM 003 - CLEARING AND GRUBBING

DESCRIPTION

THIS ITEM CONSISTS OF CLEARING, AND GRUBBING, AND SALVAGING MATERIAL IN ACCORDANCE WITH SECTION 2-01 OF THE STANDARD SPECIFICATIONS, AND AS AMENDED BY THESE SPECIAL PROVISIONS.

1. GRUBBING IS ONLY NECESSARY TO FACILITATE PERFORMING WORK SHOWN ON THESE DRAWINGS. GRUBBING SHALL OCCUR TO CONSTRUCT PERIMETER CONTROLS IN SEDIMENT PLACEMENT AREAS AS SHOWN ON DETAIL 1 OF SHEET 4. CLEARING AND GRUBBING IS NOT NECESSARY WITHIN SEDIMENT PLACEMENT AREA PERIMETER CONTROLS IF SEDIMENT PLACEMENT AREAS RECEIVE SUCTION DREDGE SPOILS. GRUBBING IS NOT NECESSARY WITHIN SEDIMENT PLACEMENT AREA PERIMETER CONTROLS EXCEPT WHAT IS NECESSARY TO CONSTRUCT PERIMETER CONTROLS AND FACILITATE SEDIMENT PLACEMENT.
2. CLEARING AND GRUBBING SHALL BE PERFORMED FOR CHANNEL EXCAVATION.
3. OPEN BURNING OF OF RESIDUE FROM LAND CLEARING IS NOT ALLOWED.

MEASUREMENT

"CLEARING AND GRUBBING" WILL BE MEASURED BY LUMP SUM.

PAYMENT

"CLEARING AND GRUBBING", LUMP SUM.

ITEM 004 CHANNEL EXCAVATION

DESCRIPTION

THIS ITEM CONSISTS OF EXCAVATING, LOADING, HAULING, PLACING, AND EMBANKMENT COMPACTING, OR OTHERWISE DISPOSING OF THE MATERIAL IN ACCORDANCE WITH SECTION 2-03 OF THE STANDARD SPECIFICATIONS, AND AS AMENDED BY THESE SPECIAL PROVISIONS.

1. PORTIONS OF WORK WILL BE IN WATER. THE CONTRACTOR IS ADVISED THAT WATER WILL BE ENCOUNTERED THROUGHOUT EXCAVATION AREA.
2. THIS ITEM INCLUDES DETAIL GRADING TO SHAPE THE NAVIGATION CHANNEL AS SHOWN IN THESE DRAWINGS.
3. THE FOLLOWING PROVISION IN SECTION 2-03.3(3) "ROCK EXCAVATION - WHEN THE CONTRACTOR FINDS ROCK OR OTHER HARD MATERIAL AT THE SUBGRADE ELEVATION, IT SHALL BE EXCAVATED THE FULL WIDTH OF THE ROADBED TO AT LEAST 6 INCHES BELOW SUBGRADE, THEN BACKFILLED WITH ROCK FRAGMENTS, GRAVEL, OR OTHER FREE-DRAINING MATERIAL NOT MORE THAN 4 INCHES IN DIAMETER." SHALL BE REMOVED.
4. MECHANICAL COMPACTION OF EARTHEN MATERIALS PLACED IN SEDIMENT PLACEMENT AREAS IS UNNECESSARY.
5. THE FOLLOWING PROVISION IN SECTION 2-03.4 "CONTRACTING AGENCY REQUIRES EXCAVATED MATERIAL TO BE STOCKPILED, RE-EXCAVATED AND MOVED AGAIN, A SECOND MEASUREMENT WILL BE MADE, ADDING QUANTITY FOR THE SAME ITEM USED IN THE ORIGINAL EXCAVATION. THE SECOND MEASUREMENT WILL BE A COMPARISON OF THE ORIGINAL CROSS-SECTION OF THE STOCKPILE WITH A CROSS-SECTION OF THE STOCKPILE AREA AFTER THE SECOND EXCAVATION IS COMPLETED." SHALL BE REMOVED.
6. NO WORK SHALL OCCUR OUTSIDE OF THE LIMITS OF DISTURBANCE SHOWN IN THE PLANS UNLESS AUTHORIZED BY THE OWNER.

MEASUREMENT

"CHANNEL EXCAVATION" WILL BE MEASURED BY CUBIC YARD. ALL EXCAVATED MATERIAL WILL BE MEASURED IN THE POSITION IT OCCUPIED BEFORE THE EXCAVATION WAS PERFORMED. AN ORIGINAL GROUND MEASUREMENT WAS TAKEN USING DIGITAL TERRAIN MODELING SURVEY TECHNIQUES. THE ORIGINAL GROUND WILL BE COMPARED WITH THE PLANNED FINISHED SECTION SHOWN IN THE PLANS. SLOPE/GROUND INTERCEPT POINTS DEFINING THE LIMITS OF THE MEASUREMENT WILL BE AS STAKED BY THE OWNER. NO ADDITIONAL COMPENSATION WILL BE MADE FOR EXCAVATED MATERIAL THAT IS STOCKPILED, RE-EXCAVATED, AND MOVED AGAIN.

PAYMENT

PAYMENT SHALL BE CONSIDERED FULL COMPENSATION FOR ALL EQUIPMENT, LABOR, TOOLS, MATERIALS, AND INCIDENTALS NECESSARY TO COMPLETE THIS WORK AS SPECIFIED. PAYMENT WILL BE MADE IN ACCORDANCE WITH SECTION 1-04.1 FOR THE FOLLOWING BID ITEMS: "CHANNEL EXCAVATION" PER CUBIC YARD PER CUBIC YARD.

ITEM 005 REPLACING EXISTING BOAT RAMP

DESCRIPTION

THIS ITEM CONSISTS OF REMOVING AN EXISTING BOAT RAMP AND REPLACING IT WITH A NEW BOAT RAMP INCLUDING: SUBGRADE PREPARATION, STRUCTURE EXCAVATION, CONSTRUCTION GEOSYNTHETIC, GRAVEL BASE, CONCRETE STRUCTURES AND REHABILITATION OF EXISTING ASPHALT, IF NECESSARY IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS, AND AS AMENDED BY THESE SPECIAL PROVISIONS.

INCIDENTAL ITEMS INCLUDE:

1. REMOVING EXISTING O BOAT RAMP WILL INCLUDE LOADING, HAULING, AND REMOVAL OF THE EXISTING BOAT RAMP IN ACCORDANCE WITH SECTION 2-02. SECTION 2-02.3(1) OF THE STANDARD SPECIFICATIONS SHALL BE REMOVED BY THESE SPECIAL PROVISIONS.
2. SUBGRADE PREPARATION SHALL BE IN ACCORDANCE WITH SECTION 2-06.
3. STRUCTURE EXCAVATION SHALL BE IN ACCORDANCE WITH SECTION 2-09.
4. CONSTRUCTION GEOSYNTHETIC SHALL BE IN ACCORDANCE WITH SECTION 2-12.
5. CRUSHED ROCK BASE SHALL BE IN ACCORDANCE WITH 4-04. MAINTENANCE ROCK, SECTION 9-03.9(4) SHALL BE USED FOR CRUSHED ROCK BASE MATERIAL.
6. CONCRETE SHALL BE IN ACCORDANCE WITH SECTION 6-02. COMMERCIAL CONCRETE WITH A CLASS 1 FINISH SHALL BE PROVIDED. REINFORCING STEEL SHALL BE IN ACCORDANCE WITH SECTION 9-07.
7. STEEL SUPPORTING PRECAST PANELS SHALL BE IN ACCORDANCE WITH SECTION 9-06.
8. REHABILITATION OF ADJACENT ASPHALT SURFACES, IF NECESSARY, SHALL BE IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS.

MEASUREMENT

"REPLACING EXISTING BOAT RAMP" WILL BE MEASURED BY LUMP SUM.

PAYMENT

"REPLACING EXISTING BOAT RAMP", LUMP SUM.



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ITEM 006 RIPRAP
DESCRIPTION

THIS ITEM CONSISTS OF PROVIDING, HAULING, AND PLACING RIPRAP IN ACCORDANCE WITH SECTION 8-15 OF THE STANDARD SPECIFICATIONS, AND AS AMENDED BY THESE SPECIAL PROVISIONS.

1. NO BROKEN CONCRETE SHALL BE INCLUDED.
2. RIPRAP SHALL BE CLASS B, HEAVY LOOSE RIPRAP.
3. STREAMBED COBBLES SHALL BE 8" COBBLES AS SPECIFIED IN SECTION 9-03.11(2). STREAMBED COBBLE SHALL BE PLACED IN ACCORDANCE WITH SECTION 8-15

MEASUREMENT

"HEAVY LOOSE RIPRAP" WILL BE MEASURED PER CUBIC YARD. "STREAMBED COBBLES" WILL BE MEASURED PER CUBIC YARD ACTUALLY PLACED.

PAYMENT

"HEAVY LOOSE RIPRAP" PER CUBIC YARD. "STREAMBED COBBLES" PER CUBIC YARD ACTUALLY PLACED. THE UNIT CONTRACT PRICE PER CUBIC YARD FOR STREAMBED COBBLES SPECIFIED ABOVE SHALL BE FULL PAY FOR FURNISHING ALL LABOR, TOOLS, EQUIPMENT, AND MATERIALS REQUIRED TO CONSTRUCT THE STREAMBED COBBLES PROTECTION, EXCEPT FOR EXCAVATION. WHEN IT IS NECESSARY TO DUMP AND SORT INDIVIDUAL LOADS, PAYMENT WILL BE MADE ONLY FOR THAT PORTION ACCEPTED BY THE ENGINEER.

ITEM 007 SEEDING
DESCRIPTION

THIS ITEM CONSISTS OF FURNISHING AND PLACING PERMANENT SEED IN ACCORDANCE WITH SECTION 8-01 OF THE STANDARD SPECIFICATIONS, AND AS AMENDED BY THESE SPECIAL PROVISIONS. ANY TEMPORARY SEEDING SHALL BE INCLUDED IN ITEM 001 TESC, SPCC PLAN AND IMPLEMENTATION.

MEASUREMENT

"SEEDING" WILL BE MEASURED PER ACRE.

PAYMENT

"SEED MIX, ZONE 1" PER ACRE ACTUALLY PLACED AT THE CUMULATIVE, AND SPECIES SPECIFIC, LBS/ACRE RATE SPECIFIED ON THE DRAWINGS. "SEED MIX, ZONES 2 AND 3" PER ACRE ACTUALLY PLACED AT THE CUMULATIVE, AND SPECIES SPECIFIC, LBS/ACRE RATE SPECIFIED ON THE DRAWINGS. "SEED MIX, ZONE 4" PER ACRE ACTUALLY PLACED AT THE CUMULATIVE, AND SPECIES SPECIFIC, LBS/ACRE RATE SPECIFIED ON THE DRAWINGS.

ITEM 008 PLANTING
DESCRIPTION

THIS ITEM CONSISTS OF FURNISHING AND PLANTING CUTTINGS, LIVE POLES, AND CONTAINER PLANTS IN ACCORDANCE WITH SECTION 8-02 OF THE STANDARD SPECIFICATIONS, AND AS AMENDED BY THESE SPECIAL PROVISIONS.

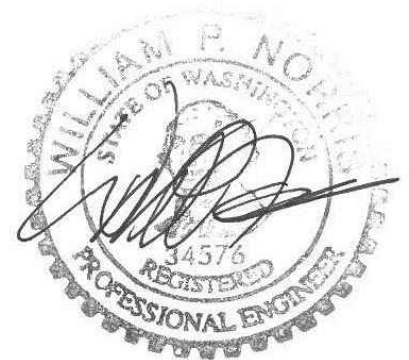
1. THE CONTRACTOR SHALL SUBMIT A WEED AND PEST CONTROL PLAN IN ACCORDANCE WITH SECTION 8-02.3(2)B.
2. 1. THE CONTRACTOR SHALL SUBMIT A PLANT ESTABLISHMENT PLAN IN ACCORDANCE WITH SECTION 8-02.3(2)C.

MEASUREMENT

THE PAY QUANTITIES FOR PLANT MATERIALS WILL BE DETERMINED BY COUNT OF THE NUMBER OF SATISFACTORY PLANTS IN EACH CATEGORY ACCEPTED BY THE ENGINEER.

PAYMENT

"RED-OSIER DOGWOOD, CUTTING" PER EACH. "COYOTE WILLOW, CUTTING" PER EACH. "PACIFIC WILLOW, CUTTING" PER EACH. "DOUGLAS SPIREA, CUTTING" PER EACH. "SCOULER'S WILLOW, CUTTING" PER EACH. "RED ALDER, 1-GALLON CONTAINER" PER EACH. "BLACK COTTONWOOD, POLE" PER EACH. "PACIFIC NINEBARK, 1-GALLON CONTAINER" PER EACH. "THIMBLEBERRY, 1-GALLON CONTAINER" PER EACH. "BLUE ELDERBERRY, 1-GALLON CONTAINER" PER EACH. "RED ALDER, 1-GALLON CONTAINER" PER EACH. "DOUGLAS HAWTHORN, 1-GALLON CONTAINER" PER EACH.



NO.	BY	DATE	REVISION DESCRIPTION

DF, LK DRAWN	MC, GJ, JE, BN DESIGNED	BN CHECKED
BN APPROVED	10/10/17 DATE	14-02-32 PROJECT

CONFEDERATED BANDS AND TRIBES OF THE YAKAMA NATION
 UNDERWOOD IN-LIEU
 NAVIGATION CHANNEL PROJECT



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SPECIFICATIONS

EXHIBIT E

Additional Conditions

I. Tribal Employment Rights Ordinance (TERO)

Any and all Contracting and sub-contracting is subjected to Tribal Employment Rights Office (TERO) and the laws of Yakama Nation as well as any other policies and procedures. Indian Preference requirements contained in this ordinance shall be binding on all contractors and subcontractors of employers, and shall be deemed a part of all resulting subcontract specifications. The employer shall have the initial and primary responsibility for insuring that all contractors and subcontractors comply with these requirements. Please make contact with Tamara Spencer, TERO Director @ [\(509\) 388-3357](tel:5093883357) to adhere to any policies and or documentation necessary prior to commencing work.