



Cowlitz Indian Tribe
Natural Resources Department

**GRAYS 4C RESTORATION PROJECT –
CONSTRUCTION RFP**

RFP/Bidding Documents

April 2026

GRAYS 4C RESTORATION PROJECT – CONSTRUCTION RFP RFP/Bidding Documents

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Cowlitz Indian Tribe

Natural Resources Department

Request for Proposals (“RFP”)

Exhibit A

Grays 4C Restoration Project – Construction RFP

RFP-1 Project Contacts

Technical Contacts: Justin Isle – Senior Restoration Ecologist/PM (jjisle@cowlitz.org)
503-799-0934 cell
Peter Barber – Habitat Restoration Program Manager/PM
(pbarber@cowlitz.org) 360-839-9299 cell
Katie Fielding – Restoration Ecologist (kfielding@cowlitz.org)
360-608-5151 cell

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

RFP-2 Critical Date Overview

- DJC Public Notice: est. April 13, 2026
- **Site Tour/Job Walk: April 24, 2026 – 9:00 am PST**
- Request for Clarification/Question Submittals by: May 4, 2026 – 6:00pm PST
- Response to Questions: est. May 11, 2026 – 6:00pm PST
- **Proposal/Bid Submission Deadline: May 15, 2026 – 2:00 pm PST**
- Selection Committee Review and Scoring: May 18 - 20, 2026
- **Award Selection/Contract Award: May 21, 2026 (tentative)**
- Fully Executed Contract: June 3, 2026 (tentative)
- Simplified Project Timeline (overview):
 - Contractor Pre-Con Meeting: June 2026
 - Contractor mobilizes and begins non-in-water work: June 2026
 - WDFW/HPA In-Water Work Window begins: July 1st
 - WDFW/HPA In-Water Work Window ends: September 30, 2026
 - Contractor completes all In-Water Work by: September 30, 2026
 - Contractor conducts site restoration and demobilization by: October 15, 2026

RFP-3 Contract Attachments

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

RFP-4 Project Overview

The Cowlitz Indian Tribe (Tribe - CIT) has secured funding through the Recreation and Conservation Office’s (RCO) Salmon Recovery Funding Board (SRFB) and the NOAA Fisheries Pacific Coastal Salmon Recovery Fund (PCSRF) to restore fish passage and build in-stream large wood structures along approximately 0.5-mile of the Grays River on Rayonier property in Pacific County, Washington. The Tribe will restore natural processes by addressing three documented fish passage barriers and restore fish access to over 5 miles of productive fish habitat within the Grays River - Reach 4C. The Tribe will place engineered log structures in the project reach to attenuate gravel transport, create pools, and provide complex rearing and spawning habitat to benefit populations of Grays River winter steelhead and coho salmon.

Large wood for the restoration project will be salvaged and sourced onsite from the fish passage barriers (debris flows) that will be removed. Over 100 stick and rootwad logs with DBH’s up to ~7 feet (a few old growth) will be salvaged, sorted and incorporated into the proposed ELJ structures. Additionally, the Tribe sourced and staged approximately 50 spruce trees ranging from approximately 20 to 50 inches Diameter Breast Height (DBH) with rootwads attached, along with several loads of stick logs near the terminus of 7800N Road. Finally, the Tribe has contracted to have additional materials (boulders) delivered this spring to a stockpile site near the terminus of the 7800-N Road (staging area). The project also includes bid items for additional contractor provided stick logs.

The proposed habitat restoration project includes the following major components:

- Removal of two large fish passage barriers (debris flows) and salvage, sorting, staging, and reuse of all wood, including some very large old growth logs.
- Installation of 12 grade control ELJ structures;
- Installation of an Apex ELJ, a wood catch ELJ (catcher’s mitt), numerous Type A, B, C, D Large Woody Material (LWM) jams and additional single and grouped habitat log placements;
- Excavation, haul and placement of approximately 15,000 CY of channel material that has built up behind the two debris flow barriers (e.g., sediment wedges); Salvaged material will be placed to restore channel conditions/grades within the project reach, with particular emphasis on improving conditions within areas that have been scoured to bedrock.
- Installation of dewatering/diversions (including surface and hyporheic flow), localized dewatering/diversion/isolation, all associated and supporting water controls (bypasses, cofferdams, pumps, hose, etc.).
- Establish and maintain system(s) for containment, discharge and treatment of turbid

construction water to maintain permit compliance. It is anticipated that a combination of geotubes, settling ponds/basins, and natural vegetation treatment will be used.

- Fish exclusion and contractor fish salvage support (Tribe to lead fish salvage/rescue).
- Establish and maintain temporary access routes, staging areas, disturbance limits, and all erosion controls as required to maintain permit compliance for the duration of the project. This includes installation and removal of temporary water crossings (bridges, I-beams/steel plates, corduroy or approved equals suitable for construction equipment).
- Equipment cleaning requirements (invasive plant control measures);
- Fully decommission and appropriately stabilize mulch and seed all temporary access routes (and temporarily re-commissioned roads) prior to demobe. Leave all permanent access roads in equal or better condition at project completion.

The Cowlitz Tribe is soliciting proposals and bids from construction contractors with experience implementing large-scale habitat restoration projects requiring significant isolation, dewatering and diversion. Specifically, the Tribe is interested in contractors that have the capacity and expertise to implement fish passage and instream habitat restoration projects that require:

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

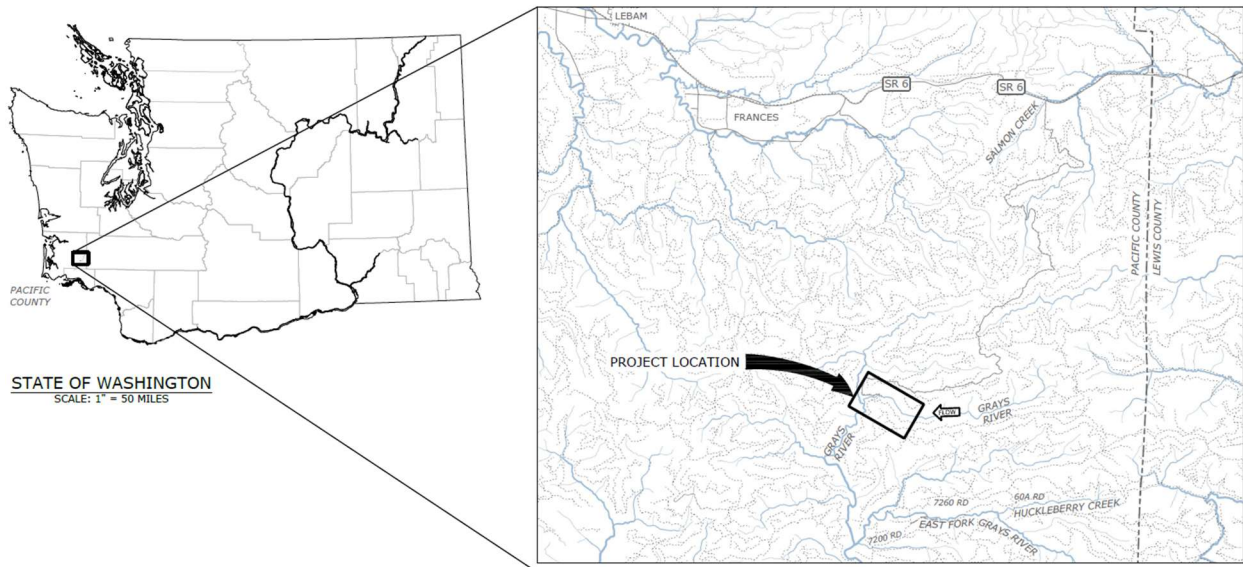
In general, the Contractor:

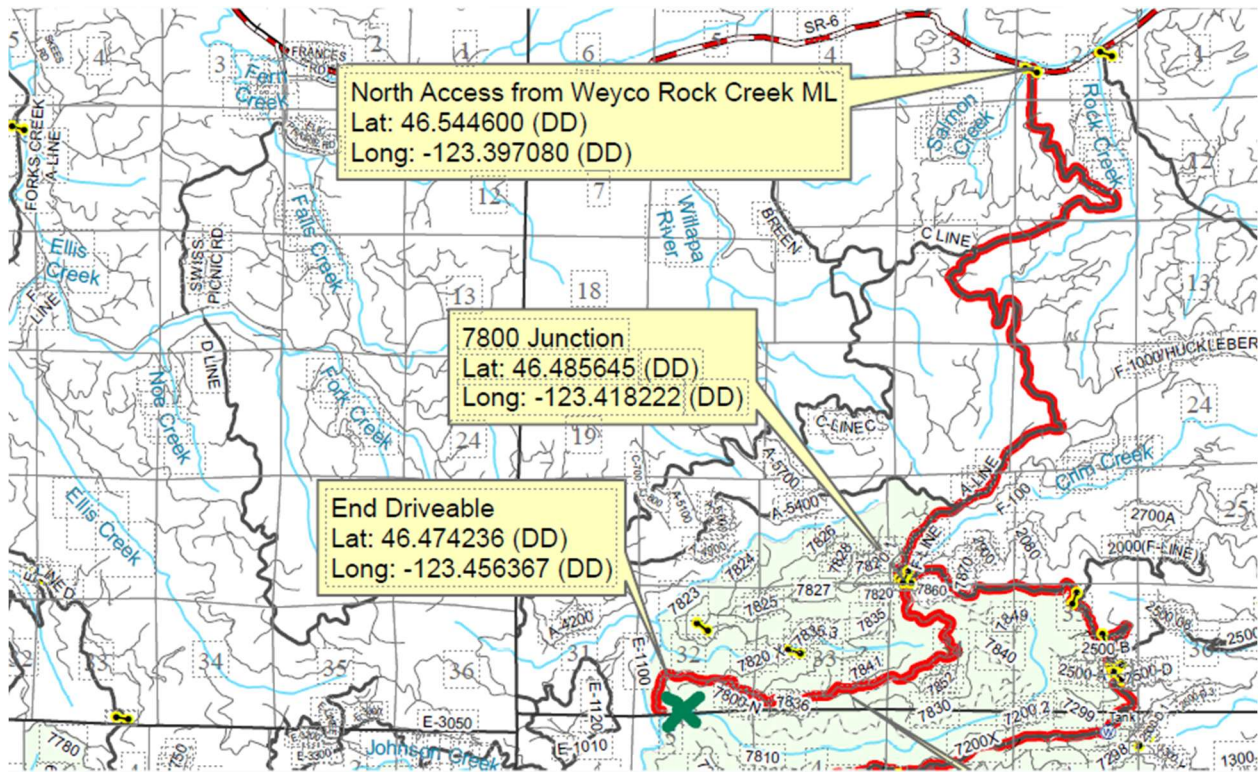
- Shall furnish all required materials (excluding materials as provided by Tribe), qualified staff, equipment, tools, crossing materials (plates/mats/bridge(s)) and dewatering/diversion/isolation and water treatment equipment and materials as necessary to safely and efficiently construct the habitat restoration project per the engineer's plans and specifications, and as per all regulatory agency permit requirements;
- Shall maintain an adequate work force at all times to ensure timely completion of the work and utilize appropriate safety equipment at all times, as per industry standards and Tribe/Landowner requirements;

- Shall work cooperatively with Tribe staff, Project Engineer, landowner, and other designated parties during project construction;
- Shall maintain all insurance coverages, including Logger’s Broad Form insurance, in the amount listed in the contract, with additional insureds named as per the contract, for duration of the project;
- Shall pressure wash all equipment and make sure they are clean of mud, seeds, and any foreign soil. Tribe staff will inspect all heavy equipment in Pe Ell (or nearby agreed upon location) prior to delivery to the job site;
- Shall provide **fire prevention measures** onsite as per DNR/Rayonier/Tribe requirements and abide by all DNR Industrial Fire Precaution Levels. This includes daily humidity testing and documentation log using with Tribe-provided meter;
- Shall provide fully stocked spill kits (one at the staging area and one in a readily accessible location where work is actively occurring along the Grays River project area);
- Shall provide excavators/log loaders/skidlers/dozers/haul trucks and all equipment operating below the OHWM with **biodegradable and non-toxic hydraulic fluids** as per project permits;
- Shall implement project in compliance with all regulatory permits (Exhibit H–Project Permits).

RFP-5 Project Location

The project site is located approximately 20 miles southwest of Pe Ell in Pacific County, Washington. From Highway 6, the project site is accessed by traveling approximately 12 miles south/southwest on the Weyco Rock Creek Mainline and Rayonier’s 7800 Road. The project site is on Rayonier property. Site access and construction contractor staging is from the terminus of the 7800N Road. Approximate Project Coordinates are Lat 46.470052°, Long -123.452749°. The project area is behind a locked gates. Do not attempt to access the privately-owned property unless permission is granted and coordinated by the Tribe. Tribe and Landowners assume no responsibility for damage to equipment. Project vicinity maps are provided below.





RFP-6 Project Timeline - Overview

The Tribe anticipates the selected construction contractor may mobilize and begin staging any time prior to the in-water work window (e.g., June) with work following the schedule below:

- June – Mobilization, import/staging materials, access road recommissioning;
- July 1– Sept 30 Work within the active/wetted channel;
- Contractor cleanup, site restoration, soil stabilization measures, erosion controls, decommission/recommission access, and demobe by October 15, 2026.

The WDFW in-water work window for this project is July 1 – September 30. WDFW’s HPA confirming the in-water work window will be provided to contractors as soon as it is issued (e.g., in an Addendum to this RFP).

RFP-7 COPIES OF BIDDING DOCUMENTS

Obtaining and Use of Bidding Documents

- A. Bidding Documents are available for download at <https://www.cowlitz.org/request-proposals-rfp>.
- B. Complete sets of Bidding Documents must be used in preparing Bids. Neither Tribe, Owner, Engineer, nor Tribe’s Project Representative assumes any responsibility for errors or misinterpretations resulting from use of the Bidding Documents.
- C. Copies of Bidding Documents available on the Tribe’s website address listed above are only for the purpose of developing Bids for the Work and do not confer a license,

access, or grant to Bidders for any other use.

- D. In this document the words “proposal” and “bid” are used interchangeably and are intended to include all contractor’s submittals required in response to this RFP that will be reviewed and scored by the Tribe’s scoring committee.

RFP-8 CONTRACTOR/BIDDER QUALIFICATIONS

Qualifications

- A. Pre-qualification by the Tribe is not required to submit a Proposal/Bid.
- B. Each proposal and complete bid forms must contain evidence of Bidder’s qualification to do business in Washington by including a copy of their current Washington contractor’s license or equivalent.
- C. Tribe shall not consider proposals from entities which have been suspended or debarred, and must present, if asked, certification regarding debarment, suspension and other responsibility matters. Tribe shall and Applicants may consult the System for Award Management (<https://www.sam.gov>) to access the federal list of active suspensions or debarments.
- D. No Bidder shall be considered responsive and responsible if it is engaged in other work that impairs its ability to finance this Contract or to provide adequate labor and equipment for the proper execution of the work required. Each Bidder shall demonstrate its ability to meet all requirements of the Contract by evidence satisfactory to the Tribe.
- E. Construction of at least 5 successful stream restoration projects that included large wood structures/engineered log jams in the last 5 years. Include total construction cost for each, and at least one must be over \$400,000 in construction cost.
- F. Experience implementing complex habitat restoration-related projects requiring extensive isolation, dewatering, diversion, and turbidity controls.
- G. Experience implementing complex habitat restoration-related projects with Federal and State regulatory requirements governing work in environmentally sensitive areas including wetlands and streams that support Federally listed salmon and steelhead and other aquatic life.
- H. Experience building and restoring stream channels and installing Engineered Log Jams/large wood habitat structures in both wet and dry environments while minimizing riparian and water quality impacts on complex habitat restoration-related projects.
- I. Each Proposal/Bid shall contain a detailed summary of the Bidders approach to implementing the Project (Project Approach). The Project Approach shall support/substantiate the requirements in this section and shall address the Selection Criteria outlined in RFP-8 and RFP-25. Project approach shall be scored, and scores used by Tribe to support contractor selection.
- J. Resumes (Contractor’s Key staff bios) do not count towards the Project Approach’s page limit; however, each resume shall be a maximum of two pages.

Designation of Subcontractors/Key Tasks

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

RFP-9 EXAMINATION OF BIDDING DOCUMENTS AND SITE

Bidder's Responsibilities

- A. It is the responsibility of each Bidder before submitting a Bid to:
 1. Examine and carefully study the Bidding Documents and other related data identified in the Bidding Documents.
 2. Promptly notify Owner of any language in the Bidding Documents or Contract Attachments that would prevent the Bidder from executing the contract/agreement as presented. Bidder must identify any language in the Bidding Documents or Contract Attachments that Bidder would like to negotiate changes to prior to, or at the time of, submission of the Bid.
 3. Visit the Site to become familiar with and satisfy Bidder as to the general, local, and Site conditions that may affect cost, progress, performance, or furnishing of the Work or that relate to any aspect of the means, methods, techniques, sequences, or procedures of construction to be employed by Bidder and safety precautions and programs incident thereto or that Bidder deems necessary to prepare its Bid for performing and furnishing the Work in accordance with the time, price, and other terms and conditions of the Bidding Documents. Bidder is expected to visit the Site and conduct an alert, heads-up, eyes-open, reasonable examination of the area and the conditions under which the Work is to be performed.
 4. Become familiar with and investigate both current and historical weather conditions including precipitation, river/creek and tributary stages and flows, and similar conditions that can impact the work, its schedule and its cost.
 5. Become familiar with and satisfy Bidder as to all federal, state, and local Laws and Regulations that may affect cost, progress, performance, or furnishing of the Work, including, but not limited to, regulatory permits provided in the Exhibit.
 6. Study and carefully correlate Bidder's knowledge and observations with the Bidding Documents and other related data.
 7. Promptly notify Owner of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents.

RFP-10 SITE CONDITIONS

Subsurface and Physical Conditions

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

Hazardous Environmental Conditions

- A. The Tribe has no knowledge of hazardous environmental conditions or potentially hazardous materials located the project site.

Work at the Site by Others

- A. The Tribe, Engineer, Cascade Environmental Services, WDFW, Rayonier/Weyerhaeuser and their contractors and consultants may be onsite or in the vicinity working on other projects while the contractor is constructing the Grays 4C Restoration Project.

RFP-11 PRE-BID MEETING

A **Pre-Bid Meeting** will be held on date indicated in RFP-2. RSVP as indicated below. We will meet at 10:00 AM just off Highway 6 at the Weyco Rock Creek Mainline gate. We will meet as a group and then drive to the project site's staging area. From the staging area, we will walk down the decommissioned 7800N Road (0.75-mile) down to the river and then walk the ~0.5 mile project reach (primarily on the floodplain) to see the two large upstream debris flow barriers and the one downstream bedrock fish passage barrier. Depending on river flows, access to the entire reach may be limited.

Representatives of Tribe and Engineer will be present to discuss the Project. All Bidders are required to attend, sign in, and participate in the meeting, which will include a Site visit and may last approximately 3-4 hours. Bidders should come prepared to access all portions of the Site (that are accessible given current river flows), which includes, but is not limited to traversing steep slopes and forested areas, ponded and wet areas, and walking/crossing the river, floodplains and side channels. Based on the spring timing of the pre-bid meeting, please bring boots, waders with suitable wading boots, warm clothes and appropriate food/water and personal items as needed.

Owner will transmit to all prospective Bidders of record such Addenda as Owner considers necessary in response to questions arising at the meeting. Oral statements made during the meeting or at any other time may not be relied upon and will not be binding or legally effective. Attendance is strongly encouraged.

RSVP to the pre-bid meeting by emailing individuals listed below by 2:00 PM the day prior to the meeting. This is important since we may need to reschedule the site visit if high flows/flooding are anticipated. We will respond via email or phone to confirm the pre-bid group meeting date/time or discuss changes.

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

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

RFP-12 ADDITIONAL SITE VIEWING OPPORTUNITY (OPTIONAL)

No additional site viewing opportunities are proposed.

RFP-13 SITE AND OTHER AREAS

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

Documents.

RFP-14 INTERPRETATIONS AND ADDENDA

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

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

RFP-15 BID BOND/CONTRACT SECURITY

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

RFP-16 INSURANCE

As evidence of the insurance coverage required by this Contract, Tribe shall require Contractors furnish acceptable insurance certificates with coverage as detailed in the attached contract/agreement prior to commencing work. Insurance limits and requirements for logger's broad form coverage are summarized in the attached contract. The certificate will specify all parties who are covered including, but not limited to, the Cowlitz Indian Tribe, USFS, and the two private landowners. If requested, complete copies of insurance policies, trust agreements, etc. shall be provided to the Tribe. The Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions and/or self-insurance. Bidders may submit a sample certificate of insurance identifying their current coverages/limits with their proposal, and the certificate shall not count toward the proposal page limit.

RFP-17 CONTRACT TIMES

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

RFP-18 DAMAGES FOR DELAY

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

RFP-19 PREPARATION OF BID

Bid Form is included with the Bidding Documents.

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

Bid Signatures

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

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

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

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

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

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

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

RFP-20 BID PRICE

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

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

RFP-21 SUBMITTAL OF PROPOSAL AND BID

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

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

All blanks shall be filled in and the Bid Forms shall be signed. Hand delivered Bids shall be enclosed in an opaque sealed envelope, marked with the project title, name and address of

Bidder, and the notation "PROPOSAL & BID ENCLOSED" on the envelope.

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

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

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

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

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

RFP-22 MODIFICATION AND WITHDRAWAL OF PROPOSAL/BID

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

RFP-23 RECORDING AND OPENING OF PROPOSALS/BIDS

All Proposals received shall be recorded on a register of proposals. Tribe staff shall "time stamp" each sealed envelope received prior to the deadline, and then record the company name of each proposal/bid received and the associated time stamp on the register of proposals.

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

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

- 1) Received by Deadline (P/F)
- 2) Attendance of Bidder (Prime) at Mandatory Job Walk (P/F)
- 3) Contains Proposal with Detailed Approach (P/F)
- 4) Contains Complete Bid Forms (P/F)
- 5) Contains Completed Bid Sheet and Price Sheet (P/F)
- 6) Contains Copy of Current Washington Contractor's license (P/F)
- 7) Not Suspended/Debarred (P/F)

- 8) Apparent Capacity to Complete (P/F)
- 9) Contains Executed Bid Bond (P/F)
- 10) Experience (P/F)
- 11) Includes Resumes (brief bios) for Project Manager and Key Operators/Staff (P/F)
- 12) Appropriate Designation of Subcontractors (P/F)
- 13) Includes signed Non-Collusion Declaration (P/F)

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

RFP-24 BIDS TO REMAIN SUBJECT TO ACCEPTANCE

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

RFP-25 SELECTION CRITERIA

Contractors are invited to respond to this RFP at their own cost. The submittal is limited to a maximum of 16 pages (8 sheets if duplex-printed) on 8.5" x 11" paper with a minimum font size 10 (Arial), not including the bid form (bidder's obligations and representations pages, bid sheet and price sheet, resumes/bios, bid bond or sample COI). The Tribe will not review materials in excess of the stated submittal limit. In evaluating Proposals and Bids, Tribe will first consider whether each Bid is complete and complies with the prescribed documents, requirements, and other data as may be requested in the Bid Form or other associated documents. When evaluating complete and compliant Bids and conducting scoring, the Tribe will consider the following:

- A. Bid prices, as required in the Bid Form and Price Sheet **(52 points)**;
- B. Bidder's Proposed Approach including construction methods, sequencing, and schedule **(36 points)**, including but not limited to the following:
 - 1) Bidder's proposed schedule, staging, and sequencing of the Work.
 - 2) Bidder's understanding of the Work, including but not limited to the project's work windows and Milestones.
 - 3) Bidder's understanding of the temporary construction access challenges given site conditions, substrates, and in-water work.
 - 4) Bidder's understanding of the Site's water bodies and proposed means of managing potential water and water quality concerns (turbidity) including, but not limited to access route and crossing considerations, BMP's, isolation/dewatering/diversion, and other turbidity controls.
 - 5) Bidder's understanding of the project's regulatory requirements, including project permits (Exhibits), and proven ability to maintain permit compliance throughout the duration of the project.
 - 6) Specific equipment and workforce the Bidder will commit to the Work (Provide **equipment list** that states what size/class large excavators, shovels, skidders to be used).
 - 7) Bidder's stated commitment to the satisfactory and timely completion of the Work.
- C. Qualifications and experience of the Project Manager, Site Superintendent and Foreman dedicated to the project and subcontractors (if applicable) identified for constructing Engineered Log Jams/log habitat structures, **(2 points)**; and,

- D. Relevant company experience and Client/Project References **(8 points)**. Include relevant company experience implementing large-scale, complex instream habitat restoration projects requiring significant isolation, dewatering, diversion, turbidity controls; experience building and restoring stream channels, and installing large wood habitat structures in both wet and dry environments while minimizing riparian and water quality impacts; experience implementing complex habitat restoration projects under Federal and State regulatory requirements governing work in environmentally sensitive areas including wetlands and streams that support Federally listed salmon and steelhead; Include a minimum of five applicable reference projects with proposal including project name, start date, completion date, project/contract construction cost, client name, phone number and email, project description/narrative.
- E. Bidder's identification of project risks and challenges and proposed approach(es) to addressing and minimizing those risks/challenges. Narrative describing Bidder's creativity and adaptability in responding to site and permit challenges, proposing alternative solutions, and meeting the Tribe's time sensitive schedule **(2 points)**.

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

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

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

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

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

Rejection of All Bids, Discrepancies

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

Award of Contract

- A. If the Contract is to be awarded, Tribe will give Successful Bidder a Notice of Intent to Award within seven business days after scoring committee completes their review. When the Notice of Intent to Award is issued, Tribe may also provide the ranking of contractors based on score.
- B. Tribe reserves the right to negotiate contract terms with the Successful Bidder.
- C. If the Contract is awarded, Tribe will award the Contract to the Bidder whose Proposal and Bid is in the best interests of the Project and most advantageous to the Tribe taking into consideration price and the selection criteria (evaluation factors) outlined in the previous sections.
- D. If agreement cannot be reached, Tribe will enter negotiations with lower ranked contractors, in ranked order, until agreement is reached if the project is to be awarded.

RFP-27 CONTRACT SECURITY

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

RFP-28 SIGNING OF AGREEMENT

When Tribe (Owner) gives a Notice of Award to the Successful Bidder, it will be accompanied by the required number of unsigned counterparts of the Agreement with the other Bidding Documents that are identified in the Agreement as attached thereto. Within fourteen days

thereafter, Successful Bidder shall sign and deliver the required number of counterparts of the Agreement and attached documents to Tribe. Within fourteen days thereafter, Tribe shall deliver one fully signed counterpart to Successful Bidder.

RFP-29 PAYMENT DETAILS & OVERVIEW

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

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

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

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

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

RFP-30 BID COMPENSATION

Submittal of a Proposal and Bid does not entitle any Bidder to any compensation. Bidder submittals are to be completed entirely at Bidder's own risk. Materials submitted in response to this competitive procurement shall become the property of the Tribe and will not be returned.

EXHIBIT B
CONTRACT/AGREEMENT

CONTRACTOR AGREEMENT

Between:

The Cowlitz Indian Tribe on behalf of its Natural Resources Department

P.O. Box 2547

Longview, WA 98632

General Phone: (360) 577-8140

Department Phone: (360) 353-9509

(Hereinafter "Tribe")

and

Contractor

Address

Address

Phone:

(Hereinafter "Contractor")

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

TERMS & CONDITIONS

- 1. Term.** The effective term of this Agreement shall be April 14, 2026 through December 31, 2026 absent a valid termination action in accordance with the express terms of this Agreement.
- 2. Contractor Obligations.** The Contractor agrees to perform services as set forth below and detailed in the attached Exhibits A through L (collectively, the "Work").
- 3. Coordination of Agreement Documents, Plans, Special Provisions, Specifications, and Addenda.**
 - 3.1. The "Agreement" incorporates and includes the parts listed below, in order of precedence as follows:
 - 1) Contractor Agreement, as may be modified by change orders or amendments
 - 2) Project Permits
 - 3) Grant Agreements
 - 4) Tribe's Q&A / Addenda
 - 5) Special Provisions
 - 6) Project Plans
 - 7) RFP

- 8) WSDOT Standard Plans for Road, Bridge, and Municipal Construction (“Standards”), Divisions 1-9
- 9) Contractor Proposal

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

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

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

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

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

4. Designated Staff Contacts. The following Staff Contacts shall act as the primary points of contact for the Parties during the term of this Agreement. Tribe and Contractor agree that these Staff Contacts are designated for purposes of technical communication, service coordination, approval of change orders, approval of force account use, and approval of

allowances. The Parties may from time to time change their designated Staff Contact by giving the other party reasonable notice of such change.

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

Registered Professional Engineer: Nic Truscott, PE
Phone: 360-296-0019
Email: nic@naturaldes.com

Contractor's Staff Contact:
Phone:
Email:

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

- 7.1. **Maximum Compensation.** The maximum total compensation amount approved by Tribe and payable to Contractor under this contract shall not exceed XXXXXX (\$XXXXXX); which amount shall include any and all compensation for the Work. If the Agreement describes separate and specific maximum compensation amounts for Work and expenses, then at the end of the term of this Agreement, any remaining balance in the amount allocated may be used by Tribe, at its sole discretion, to cover fees for authorized Work, so long as the total compensation amount set forth above is not exceeded, or returned to the grantee or general accounts of the Tribe, in the Tribe's sole discretion.
- 7.2. **Fee Schedule.** Tribe shall compensate Contractor according to the fee schedule(s) set forth in the Agreement in an aggregate amount not to exceed that stated in Section 7.1 above.
 - 7.2.1. **Contract Work Hours and Safety Standards Act.** On Projects for which federal funds are to be used, the Contractor is responsible for ensuring compliance with the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708), including compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). The Contractor will compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. No laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.
 - 7.2.2. Contractor acknowledges and agrees that its fee schedule anticipates any and all necessary overtime, and that the Contractor's compliance with this section will not be sufficient justification for Change Orders or Amendments. Nothing herein prevents the Contractor from setting its own schedule and, consistent with the critical dates and milestones specified in the Agreement, completing its work at an accelerated pace; however, Contractor agrees that its fee schedule(s) shall not be varied by virtue of the Contractor having to schedule its workforce in excess of a standard forty-hour week.
 - 7.2.3. The Contractor understands and agrees that any language indicating that a mark-up shall be applied to rates, expenses, or other compensation under this Agreement are null and void, except as explicitly authorized by force account to compensate Contractor based on actual costs. The Tribe will not consider any mark-up on contractor's rates, expenses, or other compensation under this Agreement unless explicitly authorized by use of a force account to compensate Contractor based on actual costs.
- 7.3. **Eligible Expenses.** Contractor may only seek reimbursement for Eligible Expenses, which are those reasonable expenses incurred with the prior written approval of Tribe or its designated representative. For Eligible Expenses, Contractor must provide a receipt or other proper proof of expense to receive reimbursement from Tribe.

- 7.3.1. **Ownership of Expensed Items.** Tribe shall retain sole and exclusive ownership of all property — real, movable, and/or intellectual — for which Tribe has provided any reimbursement to Contractor under this section. Contractor shall promptly deliver to Tribe any Cowlitz Indian Tribe property upon request, or at the completion or termination of this Agreement.
- 7.4. **Federal & Grant Funds.** Contractor understands and agrees that contracts funded by federal funds or other grant funds may be subject to certain legal requirements. These may include, but are not limited to, those requirements set forth in the United States Office of Management and Budget's Uniform Guidance, 2 C.F.R. Part 200, and/or the terms of an applicable source grant. Contractor agrees to comply with and utilize funds in accordance with all applicable laws, regulations, and guidelines, and in accordance with any applicable grant or contract terms. Contractor understands and agrees that the use of such funds may be subject to audit by the grantor. Contractor shall reimburse Tribe for any costs of the Contractor that are disallowed by a grantor.
- 7.5. **Invoicing & Payment Procedures.** Contractor shall submit invoices and appropriate Supporting Documentation to Tribe in accordance with this Agreement. Unless the Parties agree in writing to different terms, invoice periods shall begin on the first day of each month and end on the last day of each month. Invoices shall be submitted by Contractor to Tribe's designated Staff Contact within fifteen (15) days after the end of the month in which the Work were provided and/or expenses were incurred. Contractor waives the right to receive full payment on invoices submitted more than sixty days following the end of the proper invoice period.
- 7.5.1. **Invoice Issues.** If a question or concern arises regarding an item on an invoice, Tribe shall notify Contractor of the question or concern. Within five (5) business days following such notification, Contractor shall take action to sufficiently explain or correct the item, or Contractor shall be deemed to have waived their right to demand payment for the item.
- 7.6. **Retainage.** For each payment made prior to Substantial Completion of the Work, the Tribe will withhold five percent (5%) as retainage.

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

9. Site Investigation and Conditions Affecting the Work.

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

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

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

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

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

11. Performance.

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

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

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

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

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

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

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

12. Subcontractors

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

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

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

14. Schedule for Work.

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

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

- 15.1. Contractor must preserve and protect all structures, equipment, utilities, other improvements, and vegetation (such as large conifer trees, shrubs, and grass) on or adjacent to the work site, which are not to be removed and which do not interfere with

the Work required under this Agreement. Contractor shall only remove trees when specifically authorized to do so and must avoid damaging vegetation that will remain in place. If any limbs or branches of trees are broken during the performance of this Agreement, or by the careless operation of equipment, Contractor shall trim those limbs or branches and paint the cut with a tree-pruning compound as directed by the Tribe.

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

16. Fire Protection. When completing the Work, Contractor ground personnel shall have in possession during fire season (April 15 through October 15) a shovel, ax, and fire extinguisher conforming to USFS and Department of Natural Resources (DNR) fire regulations and comply with all laws and regulations pertaining to fire protection and suppression. Contractor shall report all fires to the USFS-Cowlitz Valley Ranger District (360-497-1103), DNR (1-800-562-6010), Tribe (360-353-9425) and 911. Contractor will take every possible precaution to prevent fires from igniting and shall make every reasonable effort to suppress or contain fires started from any cause.

17. Representations.

- 17.1. Professional Work. Contractor shall perform Work in a professional, thorough, skillful, and safe manner, consistent with the relevant standard of care expected from professionals with similar credentials and experience, and in accordance with the usual and customary standards accepted in Contractor's profession for similar projects. Contractor shall notify Tribe of any inconsistencies or errors in Contractor's work that do not meet the aforementioned standards as soon as possible.
- 17.2. Fiduciary Duty. Contractor understands that Tribal and grant funds will be used to fund this project. Contractor understands and agrees that it has a fiduciary duty to the Tribe and to the grantors funding this Work to negotiate or interact with subcontractors, suppliers, vendors, subconsultants, and all other third parties; to procure necessary supplies and materials, and to make all decisions regarding the completion of this Work with integrity and transparency, in the best interest of the Tribe, and as required by the grantors.
- 17.3. Right of Inspection. The Tribe or its agents may inspect the work called for by this Agreement at any time and place. Where possible and practicable, the Tribe or its agents will perform inspections in a manner that will not unduly delay the work.
- 17.4. Correction of Work. If Contractor does not promptly replace or correct rejected work, the Tribe may (without limiting any other legal or equitable remedies available to it) (1) by contract or otherwise, replace or correct the work and charge the cost to Contractor, and may (2) terminate this Agreement for default.
- 17.5. Non-waiver. Neither inspection, lack of inspection, acceptance, nor payment shall relieve the Contractor of any of its obligations under this Agreement. Contractor's duty to re-perform non-conforming work is intended to survive the expiration of this Agreement's term and shall apply even where non-conformance is discovered following its expiration.

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

19. Work Product.

19.1. Ownership of Work Product.

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

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

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

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

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

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

20. Bond/Surety.

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

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

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

21. Insurance.

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

- Commercial General Liability Insurance, in the amounts, as follows:
 - Each Occurrence (Bodily injury and Prop Damage) \$1,000,000
 - General Aggregate \$2,000,000
 - Products – Completed Operations Aggregate \$2,000,000
 - Personal and Advertising Injury \$1,000,000
 - Property Damage Liability Insurance will provide Explosion, Collapse, and Underground coverages where applicable.
 - Excess or Umbrella Liability
 - General Aggregate \$3,000,000
 - Each Occurrence \$1,000,000
- Commercial Automobile Liability Insurance, as follows:
 - Bodily Injury
Each Person \$2,000,000
 - Each Accident \$2,000,000
 - Property Damage: Each Accident \$1,000,000
 - Combined Single Limit of \$2,000,000
- Logger’s Broad Form
 - Each Occurrence \$1,000,000
 - Aggregate \$2,000,000
- Pollution Liability \$2,000,000
- Worker’s Compensation Insurance, Disability Benefits Insurance, and any other insurance required by law, as follows:
 - State Statutory
 - Federal Statutory
 - Employer’s Liability \$1,000,000

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

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

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

- Natural Systems Design, P.O. Box 31437, Seattle, WA 98103
- Cascade Environmental Group, LLC, 2800 N Lombard St #803, Portland, OR 97217 (Consultant)
- Rayonier Inc., ORM Timber Fund II (REIT), Inc., ORM Timber Fund III LLC, ORM Timber Fund III (Foreign) LLC, ORM Timber Fund IV LLC, their subsidiaries and subsidiaries thereof
- Weyerhaeuser Company, Weyerhaeuser Timber Holdings, Inc., and each of their respective subsidiaries and affiliates Attn: Ashley Goin, Land Use Manager, 1098 Muller Road, Pe Ell, WA 98572

21.4. General Requirements.

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

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

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

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

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

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

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

22. Indemnification. As used in this paragraph, "Indemnitee" includes, respectively, the Tribe; Natural Systems Design, US Forest Service, Frances Blake, and Joseph Ruffino. Contractor agrees to, at its sole expense, hold harmless, indemnify, and, at Indemnitee's sole discretion, defend the Indemnitee and its officers, agents, employees, and assigns against any and all claims, demands, judgments, losses, costs, damages, expenses or other liabilities whatsoever, including court costs and reasonable attorney's fees and expenses, incurred by or claimed against the Indemnitee, its officers, agents, employees, and/or assigns, that arise out of or are based upon, whether directly or indirectly, Contractor's and/or Contractor's employee's, officers', or agents' errors, actions, omissions, negligence, and/or breach of contract related to this Agreement, including, but not limited to, accidents or injuries to persons or property.

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

23. Termination.

- 23.1. For Breach. Either party may immediately terminate this Agreement by written notice following a material breach by the other party.
- 23.2. Non-Availability of Funds. Contractor understands and agrees that the funds being used to complete the Work are anticipated to be received from funds:(a) placed to the credit of Tribe in the Treasury of the United States, (b) appropriated by Congress, (c) received from grant sources, or (d) from local funds maintained in the name of the Tribe. The Tribe may terminate this Agreement by giving to the Contractor written notice of the lack of available funds. The Contractor must make reasonable efforts to immediately cease Work upon receipt of such written notice, but the Agreement will terminate no later than thirty (30) days after receipt of written notice. The Contractor

is entitled to payment for expenses, at the rates identified in the Agreement, prior to the termination of the Agreement. Any Work that was scheduled to be paid as a lump sum, will be prorated based on the percentage of Work complete at the time the Agreement terminates.

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

24. Dispute Resolution.

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

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

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

25. General Terms.

- 25.1. Headings. Headings are provided for convenience and do not affect the meaning of the provisions to which they are affixed.
- 25.2. Severability. If any term of this Agreement is to any extent illegal, otherwise invalid, or incapable of being enforced, such term shall be excluded to the extent of such invalidity or unenforceability; all other terms hereof shall remain in full force and

effect; and, to the extent permitted and possible, the invalid or unenforceable term shall be deemed replaced by a term that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term.

25.3. Entire Agreement. This Agreement incorporates all of the agreements, covenants and understandings between the Parties, and supersedes all prior or contemporaneous oral or written agreements between the Parties. No agreement or understanding, verbal or otherwise, of the Parties regarding their responsibilities under this Agreement shall be valid or enforceable unless embodied in the Agreement.

25.4. Attachments. The following documents are hereby incorporated by this reference and made part of this Agreement:

Exhibit A – Request for Proposals

Exhibit C – Bid Forms

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

Exhibit E – Project Plans & Site Photos

Exhibit F – Project Specifications/Special Provisions

Exhibit G – Project Permits and Placeholders

Exhibit H – Grant Agreements (Redacted) & Landowner Agreements

Exhibit I – Tribe’s Q&A Responses/Addenda

Exhibit J – Construction Contractor’s Proposal and Bid

Exhibit K – Construction Contractor’s Bonds

Exhibit L – [Reserved for Additional Exhibits]

25.5. Amendments. Except for Change Orders as outlined in Paragraph 6, no amendment, modification, update, or addendum to this Agreement shall be valid unless it is in writing and executed by authorized representatives of both Parties. As used in this paragraph, “authorized representative” of the Tribe means the Tribal Council of the Cowlitz Indian Tribe, or a representative to whom the Tribe has delegated signature authority via a Tribal Council Resolution.

25.6. Survival. The requirements of Section 7 (Maintenance & Retention of Records; Financial Management for Accounting & Audits), Section 11 (Work Product), Section 13 (Indemnification), and Section 15 (Dispute Resolution) of this Agreement shall survive termination of this Agreement. Further, provisions that, by their nature, are reasonably expected by the Parties to be performed after the expiration or termination of this Agreement shall survive and be enforceable. Any and all liabilities, actual or contingent, which have arisen during the term of and in connection with this Agreement, shall survive the expiration or termination of this Agreement.

25.7. No General Waiver. Any waiver or failure of the Parties to enforce or insist upon any term in this Agreement does not constitute a general waiver or relinquishment of that term.

25.8. No Construction Against Drafter. Each party has participated in negotiating and drafting this Agreement. If any ambiguity or question of intent or interpretation arises, this Agreement is to be construed as if the Parties had drafted it jointly, as opposed to being construed against one party because it was responsible for drafting one or more provisions.

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

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

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

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

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

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

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

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

28.2.2. All manufactured products used in the project are produced in the United States. This means the manufactured product was manufactured in the United States, and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55

percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

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

IN WITNESS WHEREOF, we set our hands and seals:

[Signature page(s) to follow.]

Cowlitz Indian Tribe:

By: _____

Date: _____

Name:

Title:

Contractor:

By: _____

Date: _____

Name:

Title:

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



Cowlitz Indian Tribe

Natural Resources Department

GRAYS 4C RESTORATION PROJECT – CONSTRUCTION RFP

BID FORMS

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

B-1 *PROJECT DESCRIPTION*

The Cowlitz Indian Tribe (Tribe - CIT) has secured funding through the Recreation and Conservation Office's (RCO) Salmon Recovery Funding Board (SRFB) and the NOAA Fisheries Pacific Coastal Salmon Recovery Fund (PCSRF) to restore fish passage and build in-stream large wood structures along approximately 0.5-mile of the Grays River on Rayonier property in Pacific County, Washington. The Tribe will address three documented fish passage barriers and restore fish access to over 5 miles of productive fish habitat within Grays Reach 4C. The Tribe will place engineered log structures in the project reach to attenuate gravel transport, create pools, and provide complex rearing and spawning habitat to benefit populations of Grays River winter steelhead and coho salmon.

The project site is located approximately 20 miles southwest of Pe Ell on Rayonier property in Pacific County, Washington. From Highway 6, the project site is accessed by traveling approximately 12 miles south/southwest on the Weyco Rock Creek Mainline and Rayonier's 7800 Road.

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

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

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

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

Refer to RFP for detailed Proposal/Bid submittal requirements.

Proposals/Bids are due by 2:00 PM PST on the date indicated in the RFP.

B-3 *BIDDER'S OBLIGATIONS AND REPRESENTATIONS*

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

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

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

- E. Bidder has given Tribe written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents and the written resolution thereof by Owner is acceptable to Bidder, and the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Bid is submitted.
- F. Bidder has given Tribe written notice of any language in the Bidding Documents or Contract Attachments that Bidder would request to negotiate prior to executing the contract/agreement.
- G. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any individual or entity to refrain from submitting a Bid; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner. Bidder has signed the Non-Collusion Declaration.

B-4 *CONTRACT TIMES*

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

Pre-Construction Meeting:	June 2026
Contractor Mobilization for Construction (est):	June 2026
In-Water Work Window begins as per USFS/WDFW Permits:	July 1, 2026
Contractor Completes all In-Water Work per WDFW HPA by:	September 30, 2026
Contractor Completes Site Restoration, Erosion Controls and Soil Stabilization by:	October 15, 2026
Contractor Completes Cleanup and Demobe by:	October 15, 2026

** WDFW HPA-permit to be provided to contractors as soon as it is issued (e.g., to be included in Q&A Addenda).*

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

B-5 *TERMINOLOGY*

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

B-6 *PROPOSAL & PROJECT APPROACH*

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

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

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

B-7 *CONTRACT PRICING:*

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

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

GRAYS 4C RESTORATION

BID FORMS - BID SHEET

Cowlitz Indian Tribe - Natural Resources Department
 31320 NW 41st Avenue, Ridgefield, WA 98642



BID ITEM NO.	BID ITEM	SPECIFICATION	QUANTITY	UNIT	UNIT PRICE	EXT. PRICE
BASE ITEMS						
1	MOBILIZATION	2-01	1	LS		
2	EROSION CONTROL AND WATER POLLUTION PREVENTION	8-01	1	LS		
3	TEMPORARY WORK ACCESS	2-02	1	LS		
4	TEMPORARY WATER CONTROL	8-31	1	LS		
5	FISH SALVAGE SUPPORT	8-31	30	HR		
6	CHANNEL AND FLOODPLAIN EXCAVATION, INCL. HAUL	3-10	12,900	CY		
7	PLACEMENT OF EXCAVATED ALLUVIUM	3-10	12,900	CY		
8	CHANNEL BED SEALING	3-10	1,500	LF		
9	DEBRIS JAM 1 DISASSEMBLY	8-32	1	EA		
10	DEBRIS JAM 2 DISASSEMBLY	8-32	1	EA		
11	BRIDGE REMOVAL	8-26	1	LS		
12	GRADE CONTROL ELJ	8-33	12	EA		
13	LWM PLACEMENT TYPE A	8-33	12	EA		
14	LWM PLACEMENT TYPE A-FP	8-33	7	EA		
15	LWM PLACEMENT TYPE B	8-33	10	EA		
16	LWM PLACEMENT TYPE B-FP	8-33	10	EA		
17	LWM PLACEMENT TYPE C	8-33	13	EA		
18	LWM PLACEMENT TYPE D	8-33	60	EA		
19	LWM PLACEMENT TYPE D-FP	8-33	100	EA		
20	MECHANICAL CONNECTION - BOLTED CONNECTION	8-33	70	EA		
21	MECHANICAL CONNECTION - CROSS CHAIN LASHING	8-33	15	EA		
22	MECHANICAL CONNECTION - BEDROCK ANCHOR SINGLE	8-33	65	EA		
23	MECHANICAL CONNECTION - BEDROCK ANCHOR DOUBLE	8-33	80	EA		
24	MECHANICAL CONNECTION - BEDROCK ANCHOR SINGLE DRILLED	8-33	70	EA		
25	MECHANICAL CONNECTION - BEDROCK ANCHOR DOUBLE DRILLED	8-33	80	EA		
26	ASSEMBLE AND INSTALL BOULDER COLLAR	8-33	250	EA		
27	FIELD-DIRECTED WOOD CATCH ELJ/APEX ELJ PLACEMENT - FA	8-33	1	EST		20000
28	ADDITIONAL MATERIAL PROCUREMENT - FA	8-33	1	EST		10000
29	ADDITIONAL HAUL AND TRANSPORT OF OFFSITE BOULDERS - FA	8-33	1	EST		10000
					Base Bid:	
					Pacific Co. Sales Tax @ 8.2%:	
					TOTAL BID:	

Notes: *Units proposed are based on engineering plans and site conditions during project design/permitting. Restoration Project will be fit-in-the-field, which may result in more or less structures/units based on site conditions, channel conditions, project permits, and grant funding.

Printed Name:	
Signature:	
Date:	

Grays 4C Restoration Project

Construction RFP - Bid Forms - Price Sheet

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



Items	Item Description*	Equipment (Specify Make/Models/Year)	Equipment with Biohydraulic Fluid (Yes/No)	Equipment Mobe/Demobe (billed 1 time)*	Unit	Hourly Rate (loaded PW rate for equipment, qualified operator at prevailing rate, fuel, incidentals, etc.)**
Heavy Equipment - Excavators						
1				\$	Hourly	\$
2				\$	Hourly	\$
3				\$	Hourly	\$
4				\$	Hourly	\$
5				\$	Hourly	\$
6				\$	Hourly	\$
7				\$	Hourly	\$
8				\$	Hourly	\$
9				\$	Hourly	\$
10				\$	Hourly	\$
11				\$	Hourly	\$
12				\$	Hourly	\$
Heavy Equipment - Log Loaders/Shovels						
1				\$	Hourly	\$
2				\$	Hourly	\$
3				\$	Hourly	\$
4				\$	Hourly	\$
5				\$	Hourly	\$
Heavy Equipment - Skidders						
1				\$	Hourly	\$
2				\$	Hourly	\$
3				\$	Hourly	\$
4				\$	Hourly	\$
5				\$	Hourly	\$
Heavy Equipment - Haul Truck/Off Road Dump						
1				\$	Hourly	\$
2				\$	Hourly	\$
3				\$	Hourly	\$
4				\$	Hourly	\$
5				\$	Hourly	\$
6				\$	Hourly	\$
Heavy Equipment - Tracked Dumps						
1				\$	Hourly	\$
2				\$	Hourly	\$
3				\$	Hourly	\$
4				\$	Hourly	\$
5				\$	Hourly	\$
6				\$	Hourly	\$
Heavy Equipment - Dozers						
1				\$	Hourly	\$
2				\$	Hourly	\$
3				\$	Hourly	\$
4				\$	Hourly	\$
5				\$	Hourly	\$
Heavy Equipment - Scrapers						
1				\$	Hourly	\$
2				\$	Hourly	\$
3				\$	Hourly	\$
4				\$	Hourly	\$
5				\$	Hourly	\$
Notes:	*Please include anticipated class/size for equipment - Add additional pages if needed. **Loaded Equipment and Staff rates listed above may be used to address additional tasks to support the project or additional phases, if and as requested by the CIT PM. Loaded rates are to include equipment, qualified operator at prevailing wage rates, fuel/consumables, lodging (if not local), all incidentals, etc. *Mobe/demobe is a one-time payment and is to include both bringing equipment in and hauling equipment out (mobe/demobe) It may be charged one time per requested machine if not already onsite for initial project construction.					

Signature: _____

Date: _____

Grays 4C Restoration Project Construction RFP - Bid Forms - Price Sheet



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

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

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

Signature: _____

Date: _____

TOTAL CONTRACT PRICE

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

Bidder acknowledges presence of lump sum and unit price items on Bid Sheet and that all estimated quantities are not guaranteed and are solely for the purpose of comparison of Bids. Final payment for unit price items will be based on actual quantities provided, as determined and approved by the Tribe Project Manager or their designate. No adjustment in unit price will be made due to variations between estimated quantities shown in the Proposal/Bid Sheet and final quantities installed, regardless of the percentage variation from the original Proposal quantity.

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

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

B-8 *SUBCONTRACTORS AND SUPPLIERS*

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

--

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

a. Subcontractor/Supplier Name:

Type of work/materials:

b. Subcontractor/Supplier Name:

Type of work/materials:

c. Subcontractor/Supplier Name:

Type of work/materials:

d. Subcontractor/Supplier Name:

Type of work/materials:

B-9 *SUBMISSION*

Submitted On (day, month, year): _____

Washington Construction Contractors Board License Number: _____

If Bidder is an Individual:

Individual's Name:

Doing Business As:

Business Address:

Phone Number:

Email:

Individual's Signature:

If Bidder is a Partnership:

Firm Name:

Business Address:

Phone Number:

Email:

General Partner:

General Partner's Signature:

If Bidder is a Joint Venture:

Bidder's Name:

Business Name:

Business Address:

Phone Number:
Email:
Bidder's Signature:

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

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

If Bidder is a Corporation:

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

If Bidder is a Limited Liability Company:

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



Cowlitz Indian Tribe

Natural Resources Department

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

NON-COLLUSION DECLARATION

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

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

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

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



STATE OF WASHINGTON
DEPARTMENT OF REVENUE

RE: Tribal Habitat Restoration Projects – Sales Tax Exemption

Dear retailers,

Tribal Fishing, Hunting, and Gathering Tax Exemption

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

Tribal Habitat Restoration Activities

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

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

Required Documentation

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

Disclosure

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

Resources:

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

Sincerely,

Kyle Iron Lightning
Kyle Iron Lightning

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

CC: Cowlitz Indian Tribe

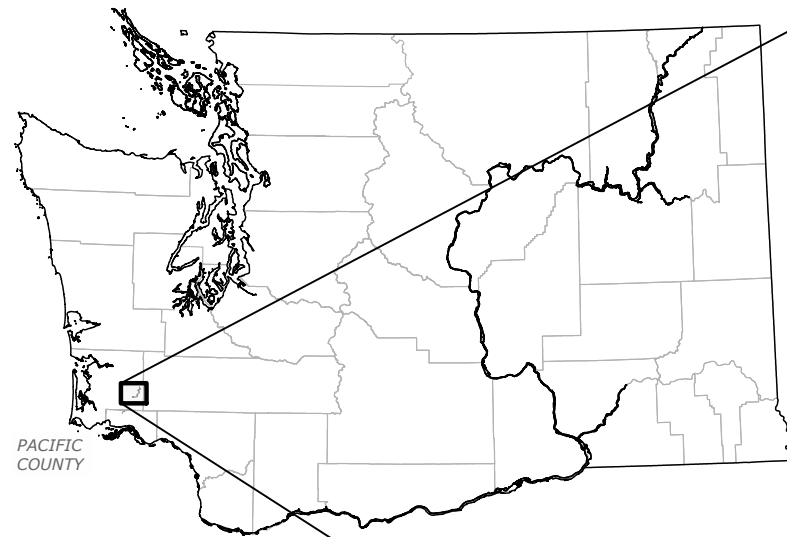
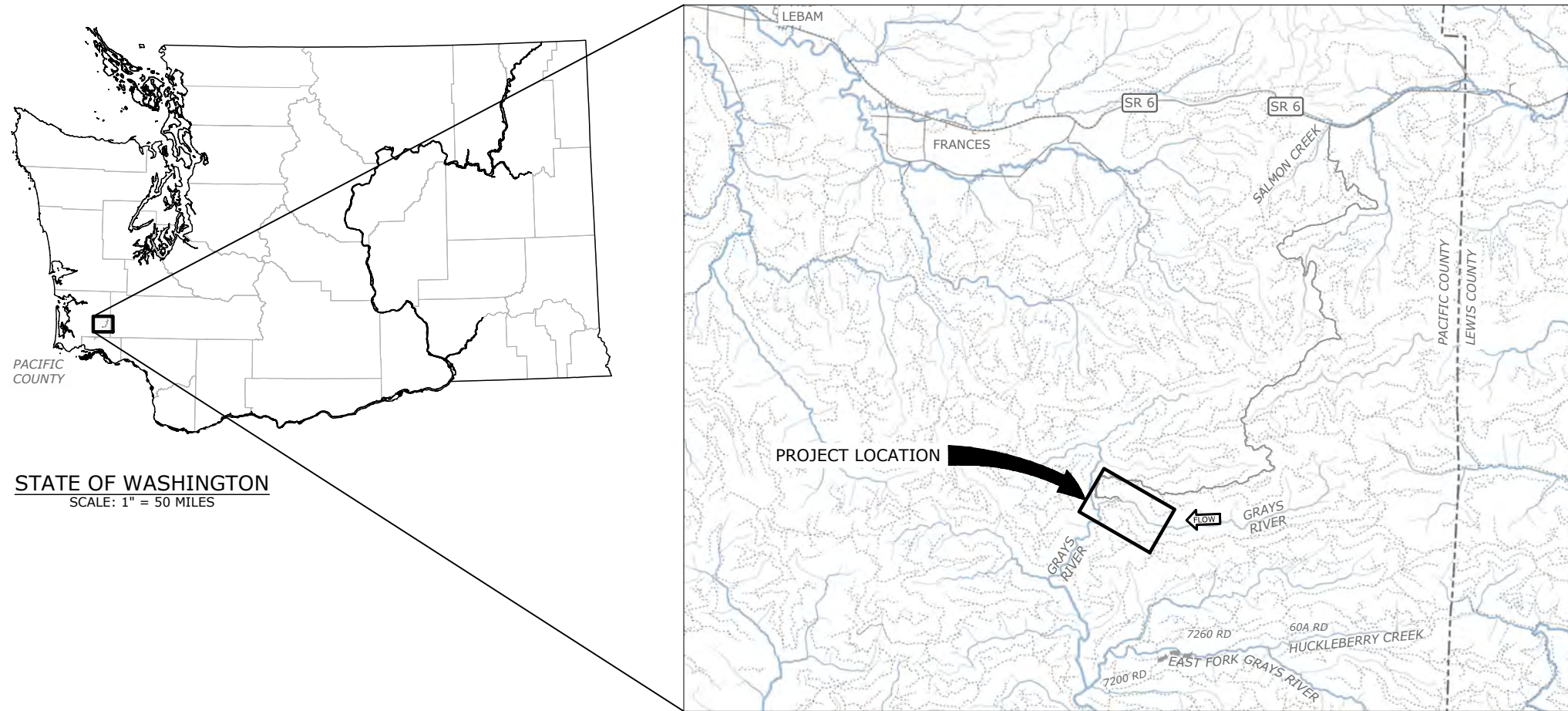
Tribal Partnership Program | Executive Division
PO Box 47454 ♦ Olympia, Washington 98504-7478 ♦ Fax (360) 534-1526
www.dor.wa.gov

Exhibit E

Final Project Plans & Site Photos

GRAYS RIVER 4C REACH RESTORATION

CONSTRUCTION PLANS COWLITZ INDIAN TRIBE



STATE OF WASHINGTON
SCALE: 1" = 50 MILES



VICINITY MAP
SCALE: 1" = 1 MILE



SHEET LIST	
SHEET NO.	SHEET TITLE
1	COVER
2	GENERAL NOTES
3	LEGEND
4	EXISTING CONDITIONS OVERVIEW
5	ACCESS & STAGING OVERVIEW
6	TESC & WATER CONTROL 1
7	TESC & WATER CONTROL 2
8	TESC DETAILS
9	PROPOSED CONDITIONS OVERVIEW
10	GRADING PLAN SITE 1
11	GRADING PLAN SITE 2
12	LWM PLACEMENT PLAN SITE 1
13	LWM PLACEMENT PLAN SITE 2
14	BEDROCK FALLS PLAN & PROFILE
15	BRIDGE DEMOLITION PLAN
16	OVERALL STREAM PROFILE
17	CHANNEL SECTIONS - FILL AREA
18	CHANNEL SECTIONS - CUT AREA
19	GRADE CONTROL E/LJ DETAIL
20	LWM PLACEMENT - TYPE A DETAIL
21	LWM PLACEMENT - TYPE B DETAIL
22	LWM PLACEMENT - TYPES C-D DETAILS
23	LOG TO LOG CONNECTION DETAILS
24	LOG TO BEDROCK CONNECTION DETAILS
25	BOULDER COLLAR DETAILS

CONTACT INFORMATION

ENGINEER: NATURAL SYSTEMS DESIGN, INC
1900 N NORTHLAKE WAY, SUITE 211
SEATTLE, WA 98103
(206) 834-0175

CONTRACTING AGENCY: COWLITZ INDIAN TRIBE
NATURAL RESOURCES DEPARTMENT
PO BOX 2547
LONGVIEW, WA 98632
(360) 577-8140



COWLITZ INDIAN TRIBE
GRAYS RIVER 4C REACH RESTORATION
COVER
CONSTRUCTION PLANS

DATE: APRIL 2026
COUNTY: PACIFIC
LATITUDE: 46°28'06"N
LONGITUDE: 123°26'53"W
TN/SC/RG: T11N/S5/R6W
DESIGN: JDS/MP DRAWN: JDS/MP
CHECK: MPE/NIT CHECK: MPE/NIT

0 1
IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING IS NOT PLOTTED TO ORIGINAL SCALE.

P:\A_G\COWLITZ TRIBE\COWLITZ_2_GRAYS RIVER 4C REACH RESTORATION\DESIGN\CAD\COVER SHEET.DWG Ref: 04/10/2026 11:50:11 AM

GENERAL NOTES

1. THESE PLANS HAVE BEEN PREPARED FOR THE EXCLUSIVE USE OF THE COWLITZ TRIBE, HEREAFTER REFERRED TO AS "OWNER" AND THEIR AUTHORIZED AGENTS.
2. NATURAL SYSTEMS DESIGN HEREAFTER REFERRED TO AS "ENGINEER" IS RESPONSIBLE FOR THE PREPARATION OF THESE ORIGINAL PLANS AND ASSOCIATED SPECIFICATIONS; AND WILL NOT BE RESPONSIBLE FOR, OR LIABLE FOR, UNAUTHORIZED CHANGE, OR USE, OF THESE PLANS WHICH INCLUDES ALTERATION, DELETION, OR EDITING OF THIS DOCUMENT WITHOUT EXPLICIT WRITTEN PERMISSION FROM THE ENGINEER. ANY OTHER UNAUTHORIZED USE OF THIS DOCUMENT IS PROHIBITED.
3. THE CONTRACTOR SHALL ANTICIPATE SIGNIFICANT FIELD-FIT ADJUSTMENTS DURING THE PROJECT. THE SPECIFIC LOCATION, CONFIGURATION, ORIENTATION, AND ALIGNMENT OF STRUCTURES AND/OR CHANNEL GRADING MAY BE MODIFIED BASED ON CONDITIONS ENCOUNTERED DURING THE PROJECT AND AT THE DIRECTION OF THE ENGINEER.
4. THE CONTRACTOR SHALL WORK COOPERATIVELY WITH THE OWNER AND ENGINEER TO ACHIEVE FISH PASSAGE AND STREAM RESTORATION GOALS.
5. THE WORK REQUIRES HIGHLY-QUALIFIED HEAVY EQUIPMENT OPERATORS WITH DEMONSTRATED EXPERIENCE IN CONSTRUCTING LARGE WOOD STRUCTURES AS WELL AS CHANNEL AND FISH HABITAT RESTORATION.
6. THE CONTRACTOR SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY.

PERMIT NOTES

1. EVERY REASONABLE EFFORT SHALL BE MADE TO CONDUCT THE ACTIVITIES SHOWN IN THESE PLANS, IN A MANNER THAT MINIMIZES THE ADVERSE IMPACT ON WATER QUALITY, FISH AND WILDLIFE, AND THE NATURAL ENVIRONMENT.
2. WORK SHOWN ON THESE PLANS HAS BEEN PERMITTED UNDER THE PROGRAMMATIC RESTORATION OPINION FOR JOINT ECOSYSTEM CONSERVATION BY THE SERVICES (PROJECTS). CONSTRUCTION ACTIVITIES SHALL COMPLY WITH THE APPLICABLE GENERAL CONSERVATION MEASURES AND SPECIES-SPECIFIC MEASURES OUTLINED IN THE PROJECTS CONTRACTOR'S HANDBOOK (VERSION 1.4, MAY 2025.)
3. ALL WORK WILL BE IN COMPLIANCE WITH PERMIT CONDITIONS. IT IS THE CONTRACTOR'S RESPONSIBILITY TO HAVE COPIES OF ALL PERMITS ON THE JOB SITE, UNDERSTAND AND COMPLY WITH ALL PERMIT CONDITIONS.
4. ALL IN-WATER WORK SHALL OCCUR WITHIN THE IN-WATER WORK WINDOW DESIGNATED BY THE WASHINGTON DEPARTMENT OF FISH & WILDLIFE.
5. IF AT ANY TIME, AS A RESULT OF PROJECT ACTIVITIES, FISH ARE OBSERVED IN DISTRESS, A FISH KILL OCCURS, OR WATER QUALITY PROBLEMS DEVELOP (INCLUDING EQUIPMENT LEAKS OR SPILLS), OPERATIONS SHALL CEASE AND THE OWNER SHALL BE NOTIFIED IMMEDIATELY. CONTRACTOR SHALL MAINTAIN SPILL KITS ONSITE, INCLUDING, BUT NOT LIMITED TO ONE AT EACH TEMPORARY STAGING AREA.
6. IF, DURING CONSTRUCTION, ARCHAEOLOGICAL REMAINS ARE ENCOUNTERED, CONSTRUCTION IN THE VICINITY SHALL BE HALTED, AND THE STATE OFFICE OF HISTORIC PRESERVATION AND THE OWNER SHALL BE NOTIFIED IMMEDIATELY.

SURVEY NOTES

1. UNLESS NOTED OTHERWISE ON THE PLANS, THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING SURVEY MONUMENTS AND OTHER SURVEY MARKERS DURING CONSTRUCTION.
2. THE CONTRACTOR SHALL MAINTAIN A SET OF PLANS ON THE JOB SHOWING "AS-CONSTRUCTED" CHANGES MADE TO DATE. UPON COMPLETION OF THE PROJECT, THE CONTRACTOR SHALL SUPPLY TO THE OWNER A SET OF PLANS, MARKED UP TO THE SATISFACTION OF THE OWNER WITH THE APPROVAL OF THE ENGINEER, REFLECTING THE AS-CONSTRUCTED MODIFICATIONS.
3. THE BASIS FOR ELEVATION DATA IS THE 2018-19 OLYMPIC PENINSULA LIDAR DATASET, PROVIDED BY WASHINGTON DEPARTMENT OF NATURAL RESOURCES. PROJECTION: WASHINGTON STATE PLANE SOUTH; HORIZONTAL DATUM: NAD83 (CORS96), LABELED HARN; VERTICAL DATUM: NAVD88 (GEOID03); UNITS: US SURVEY FEET. LIDAR ELEVATION DATA IS SUPPLEMENTED WHERE POSSIBLE BY NSD SURVEY DATA COLLECTED WITH RTK GPS IN MAY 2025. ELEVATION DATA ARE NOT PRECISE AND VARYING CONDITIONS SHOULD BE EXPECTED DURING CONSTRUCTION.

CONSTRUCTION NOTES

1. FROM APRIL 1-SEPTEMBER 23, CONSTRUCTION WORKING HOURS ARE RESTRICTED. NO MACHINE WORK SHALL OCCUR IN THE 2-HOURS AFTER SUNRISE AND BEFORE SUNSET. OTHERWISE, CONSTRUCTION HOURS SHALL BE WEEKDAYS BETWEEN 7:00 A.M. AND 6:30 P.M. UNLESS PRIOR APPROVAL IS RECEIVED FROM THE OWNER.
2. THE CONTRACTOR SHALL MAKE ALL NECESSARY PROVISIONS TO PROTECT EXISTING IMPROVEMENTS, ROADWAYS, DRAINAGE WAYS, BRIDGES, CULVERTS, AND VEGETATION UNLESS SUCH ITEMS ARE TO BE DISTURBED, REMOVED OR REPLACED AS INDICATED IN THE CONTRACT DOCUMENTS.

3. THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR PROVIDING ALL NECESSARY EROSION CONTROL METHODS AND MATERIALS NECESSARY TO COMPLY WITH PERMIT CONDITIONS AND TO MAINTAIN CLEAN, STABLE ACCESS ROUTES.
4. THE CONTRACTOR SHALL KEEP THE JOB SITE CLEAN AND HAZARD FREE. UPON COMPLETION OF WORK, CONTRACTOR SHALL REMOVE ALL MATERIAL AND EQUIPMENT NOT SPECIFIED AS REMAINING ON THE PROPERTY.
5. ACTIVITIES SHALL BE IMPLEMENTED TO AVOID AND MINIMIZE ADVERSE IMPACTS TO WATERS OF THE UNITED STATES TO THE MAXIMUM EXTENT PRACTICABLE, INCLUDE ACTIONS THAT MINIMIZE THE NUMBER AND EXTENT OF IN-WATER WORK AND EQUIPMENT CROSSINGS OF WETTED CHANNELS.

CONSTRUCTION ACCESS NOTES

1. THE PROJECT AREA IS LOCATED ON LAND OWNED BY RAYONIER, INC., AND ACCESSED THROUGH LAND OWNED BY RAYONIER, INC. AS WELL AS THROUGH LAND OWNED BY THE WEYERHAEUSER COMPANY, EACH HEREAFTER REFERRED TO AS "LANDOWNER".
2. STAFF AND MACHINERY ACCESS TO THE PROJECT SITE IS VIA THE 7800-N ROAD. THE PROJECT INCLUDES RE-COMMISSIONING OF THE DECOMMISSIONED ROAD AS NECESSARY TO PROVIDE ACCESS TO THE PROJECT AREA. CONTRACTOR SHALL SUBMIT AN ACCESS, STAGING, AND STOCKPILE PLAN TO THE OWNER FOR REVIEW AND APPROVAL.
3. THE CONTRACTOR SHALL MEET WITH THE OWNER AND THE ENGINEER TO DEFINE AND MARK ACCESS ROUTES ALONG WITH ASSOCIATED LIMITS OF DISTURBANCE PRIOR TO MOBILIZATION OF EQUIPMENT OR MATERIALS TO THE SITE.
4. THE CONTRACTOR IS SOLELY RESPONSIBLE FOR PROVIDING TRAFFIC CONTROL AS NECESSARY TO OBTAIN OR COMPLY WITH ANY REQUIRED ACCESS PERMITS, INCLUDING THOSE FOR HEAVY EQUIPMENT MOBILIZATION AND MATERIALS DELIVERY.
5. THE CONTRACTOR SHALL MAINTAIN ALL LANDOWNER ACCESS ROADS IN A CONDITION EQUAL TO OR BETTER THAN THAT EXISTING PRIOR TO THE START OF CONSTRUCTION. ACCESS ROADS SHALL REMAIN OPEN AND FREE OF DEBRIS FOR THE DURATION OF THE PROJECT.
6. THE CONTRACTOR SHALL DECOMMISSION ALL TEMPORARY ACCESS ROADS/ROUTES TO A CONDITION EQUAL TO OR BETTER THAN THE CONDITION EXISTING PRIOR TO THE START OF CONSTRUCTION AND/OR AT THE DIRECTION OF THE OWNER AND THE ENGINEER. TEMPORARY ACCESS ROADS/ROUTES WILL BE REVIEWED AND INSPECTED BY THE LANDOWNER PRIOR TO CONTRACTOR DEMOBILIZATION.
7. TEMPORARY STAGING AREAS AND DECOMMISSIONED ACCESS ROUTES/ROADS SHALL BE SEEDED IMMEDIATELY FOLLOWING CONSTRUCTION AND SHALL BE REVIEWED BY THE OWNER AND THE ENGINEER.

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Natural Systems Design
+ Coastal Geologic Services

COWLITZ



INDIAN TRIBE



Michael P. Erickson



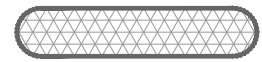
COWLITZ INDIAN TRIBE
GRAYS RIVER 4C REACH RESTORATION
GENERAL NOTES
CONSTRUCTION PLANS

DATE	APRIL 2026
COUNTY	PACIFIC
LATITUDE	46°28'06"N
LONGITUDE	123°26'53"W
TN/SC/RG	T11N/S5/R6W
DESIGN	JDS/MP
CHECK/MP/INT	DRAWN/JDS/MP
CHECK/MP/INT	CHECK/MP/INT

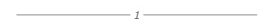
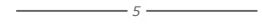
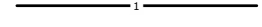

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GENERAL LEGEND



SITE FEATURES

-  EXISTING DECOMMISSIONED GRAVEL ROAD
-  EXISTING ACTIVE GRAVEL ROAD
-  EXISTING DEBRIS JAM


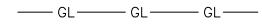
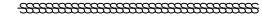








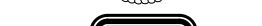


TOPOGRAPHY & GRADING

-  1 EXISTING MINOR CONTOUR
-  5 EXISTING MAJOR CONTOUR
-  1 PROPOSED MINOR CONTOUR
-  5 PROPOSED MAJOR CONTOUR

NATURAL RESOURCES

-  EXISTING OHW CHANNEL
-  EXISTING STREAMBED GRAVELS








SITE PREPARATION AND DEWATERING

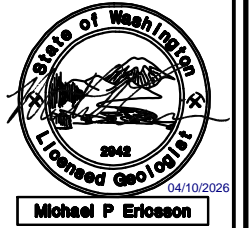
-  PROJECT LIMIT
-  GRADING LIMIT
-  EROSION CONTROL STRAW WATTLES OR APPROVED EQUIVALENT
-  COFFERDAM
-  BYPASS OR RECIRCULATION PIPE
-  FISH SCREEN / BLOCKNET
-  EXISTING ROAD FOR ACCESS
-  EXISTING DECOMMISSIONED ROAD FOR ACCESS
-  TEMPORARY OFF-ROAD ACCESS ROUTE
-  POTENTIAL OUTLET LOCATION
-  POTENTIAL PUMP LOCATION
-  TEMPORARY EXCAVATED SETTLING POOL WITH STRAW WATTLE/BALE
-  POTENTIAL SEDIMENT FILTER BAG LOCATION
-  TEMPORARY STAGING AREA

SURVEY AND LEGAL BOUNDARIES

-  RM MARKER

HABITAT STRUCTURES

-  GRADE CONTROL ELJ
-  WOOD CATCH ELJ
-  APEX ELJ
-  LWM PLACEMENT - TYPE A
-  LWM PLACEMENT - TYPE B
-  LWM PLACEMENT - TYPE C
-  LWM PLACEMENT - TYPE D



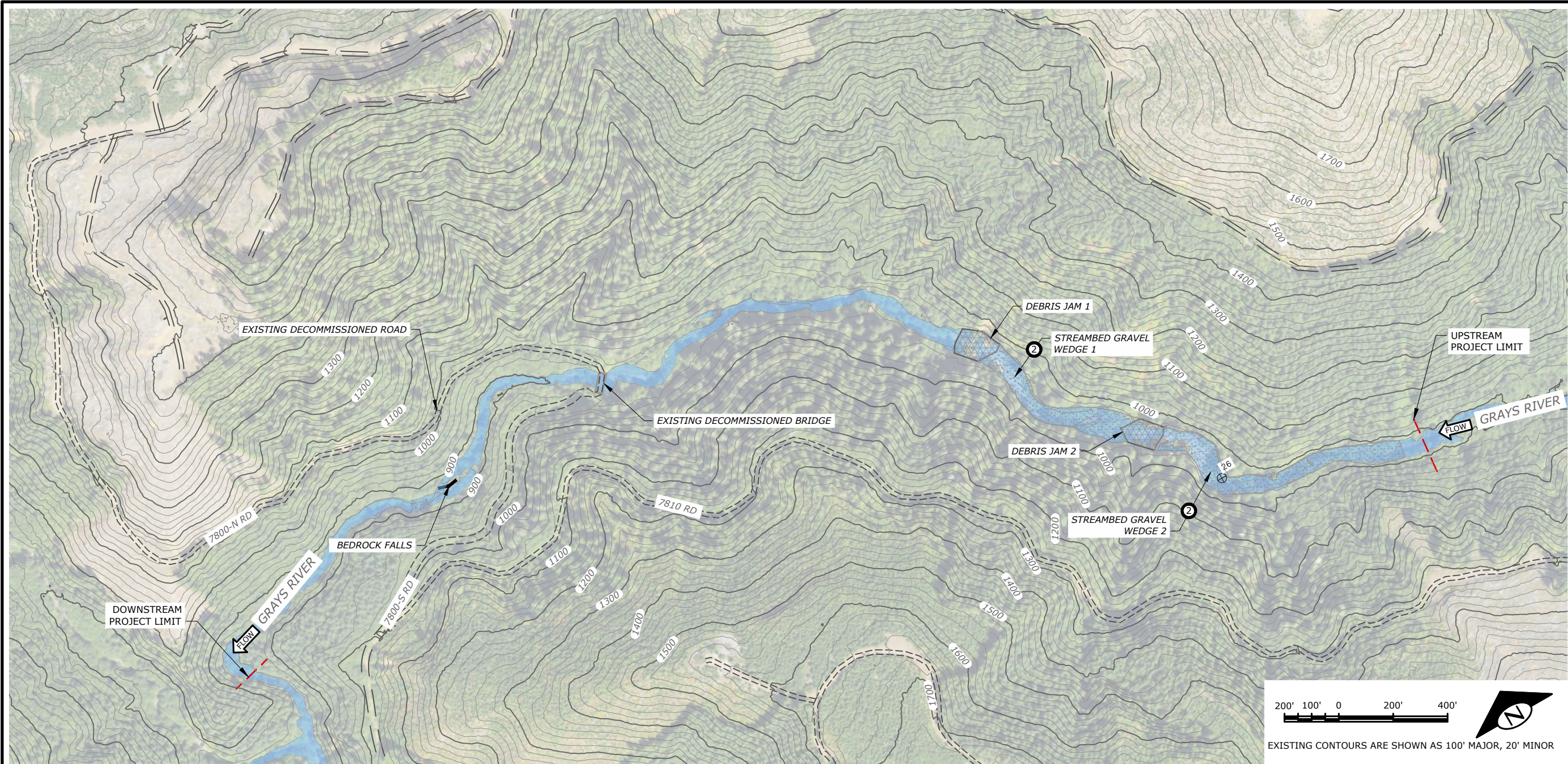
COWLITZ INDIAN TRIBE
GRAYS RIVER 4C REACH RESTORATION
LEGEND
CONSTRUCTION PLANS

DATE: APRIL 2026
COUNTY: PACIFIC
LATITUDE: 46°28'06"N
LONGITUDE: 123°26'53"W
TN/SC/RG: T11N/S5/R6W
DESIGN: JDS/MP DRAWN: JDS/MP
CHECK: MPE/NTI CHECK: MPE/NTI

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SHEET
3 OF 25

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NOTES

1. AERIAL IMAGERY WAS COLLECTED IN 2023 (NAIP).
- ② STREAMBED GRAVEL WEDGE AREAS SHOWN ARE ESTIMATED BASED ON CHANNEL PROFILE ANALYSIS AND FIELD SURVEY (MAY 2025); ACTUAL EXTENTS MAY VARY.
3. PROPERTY OWNERSHIP BOUNDARIES ARE NOT SHOWN ON THIS SHEET. RAYONIER IS THE PRIMARY LANDOWNER. SITE ACCESS REQUIRES CROSSING PARCELS OWNED BY WEYERHAEUSER. AUTHORIZATION TO PROCEED HAS BEEN OBTAINED FROM AFFECTED LANDOWNERS.

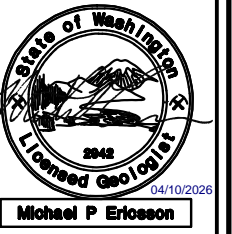


Natural Systems Design
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COWLITZ



INDIAN TRIBE



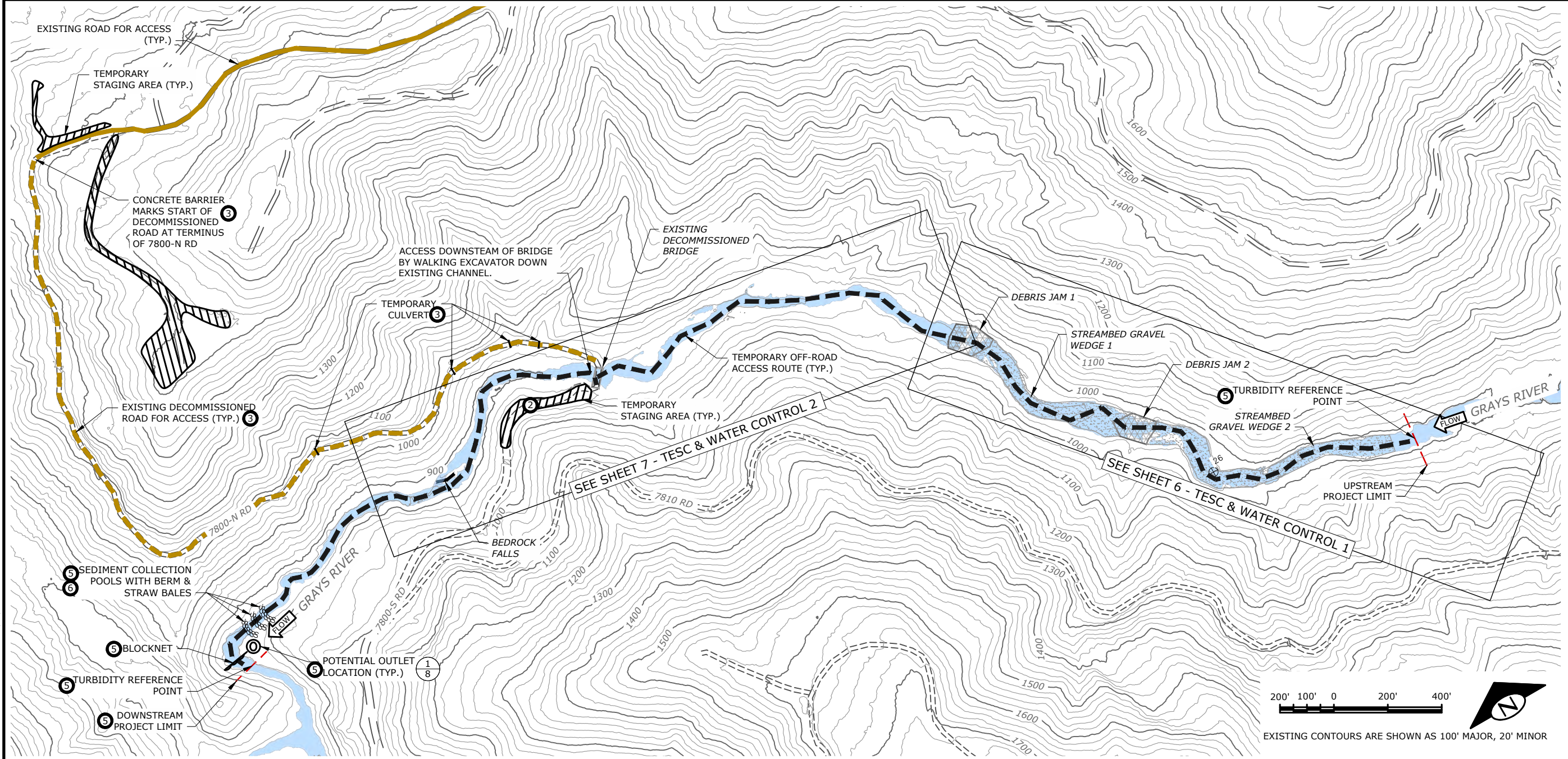
Michael P Erlanson

COWLITZ INDIAN TRIBE
GRAYS RIVER 4C REACH RESTORATION
EXISTING CONDITIONS OVERVIEW
CONSTRUCTION PLANS

DATE	APRIL 2026
COUNTY	PACIFIC
LATITUDE	46°28'06"N
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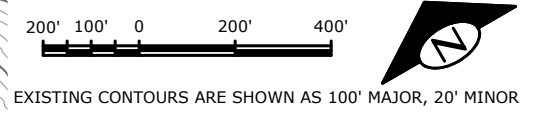
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NOTES

1. THE CONTRACTOR SHALL PREPARE AND SUBMIT A TEMPORARY WORK ACCESS AND SEQUENCING PLAN IN ACCORDANCE WITH PROJECT SPECIFICATIONS.
2. CONTRACTOR SHALL SALVAGE LOGS AND WOODY MATERIAL FROM DEBRIS JAMS AND GRADING AREAS FOR INCORPORATION INTO ELJS AND LWM PLACEMENTS. CONTRACTOR SHALL TEMPORARILY STAGE SALVAGED WOOD IN FLOODPLAIN ADJACENT TO PROPOSED ELJ SITES OR AS DIRECTED BY THE OWNER OR THE ENGINEER TO MINIMIZE IMPACTS TO ADJACENT RIPARIAN AREAS.
3. BOULDERS FOR BOULDER COLLARS WILL BE STAGED BY THE OWNER WITHIN 0.25 MILES OF THE 7800-N RD TERMINUS.
4. THE DECOMMISSIONED 7800-S RD SOUTH OF CHANNEL CAN BE USED FOR STAGING. GRADING OF APPROACH SLOPES MAY BE REQUIRED TO ACCESS STAGING AREA LOCATION SHOWN. EXISTING BRIDGE IS IMPASSIBLE.
5. CONTRACTOR SHALL TEMPORARILY RE-COMMISSION 7800-N ROAD TO THE EXTENT NECESSARY TO SAFELY TRANSPORT MATERIALS AND EQUIPMENT TO
6. ACCESS ROUTES SHOWN ARE APPROXIMATE AND ARE TO BE ADJUSTED IN THE FIELD BASED ON SITE CONDITIONS TO MINIMIZE TEMPORARY IMPACTS. SEE SHEET 6 AND 7 FOR TESC & WATER CONTROL INFORMATION.
7. STRUCTURE LOCATIONS. TEMPORARY CULVERTS MAY NEED TO BE PLACED AT THE LOCATIONS SHOWN. DECOMMISSION ROUTES AS PER PLANS, PERMITS, AND OWNER DIRECTION AFTER CONSTRUCTION.
8. IN ADDITION TO WATER AND SEDIMENT CONTROL MEASURES INSTALLED IN THE DIRECT VICINITY OF ACTIVE WORK AREAS, ADDITIONAL LAYERS OF DOWNSTREAM SEDIMENT COLLECTION SHALL BE IMPLEMENTED TO ENSURE TURBIDITY LEVELS AT THE TURBIDITY REFERENCE POINT ARE IN COMPLIANCE WITH PERMIT REQUIREMENTS.

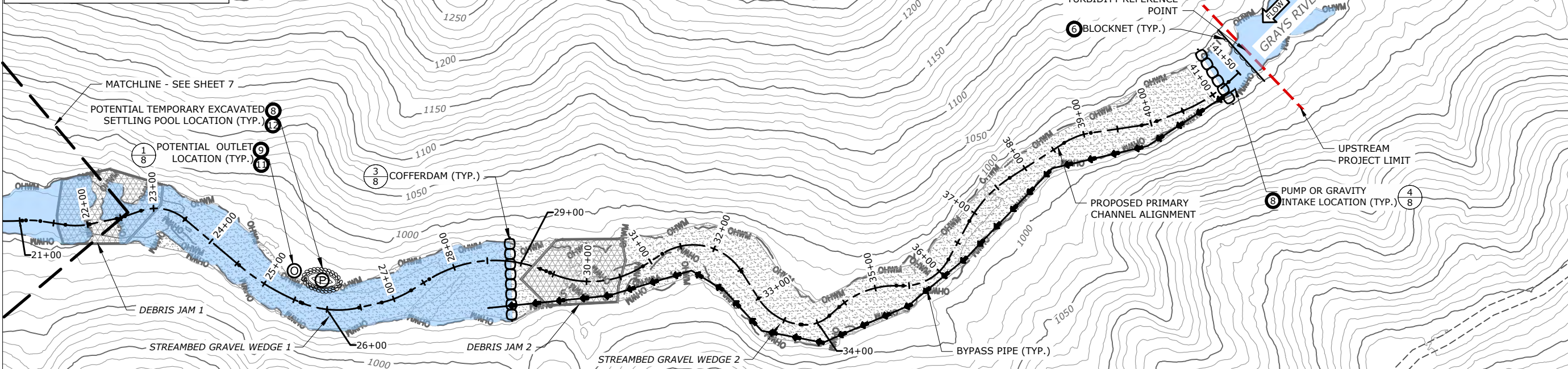


COWLITZ INDIAN TRIBE
GRAYS RIVER 4C REACH RESTORATION
ACCESS & STAGING OVERVIEW
CONSTRUCTION PLANS

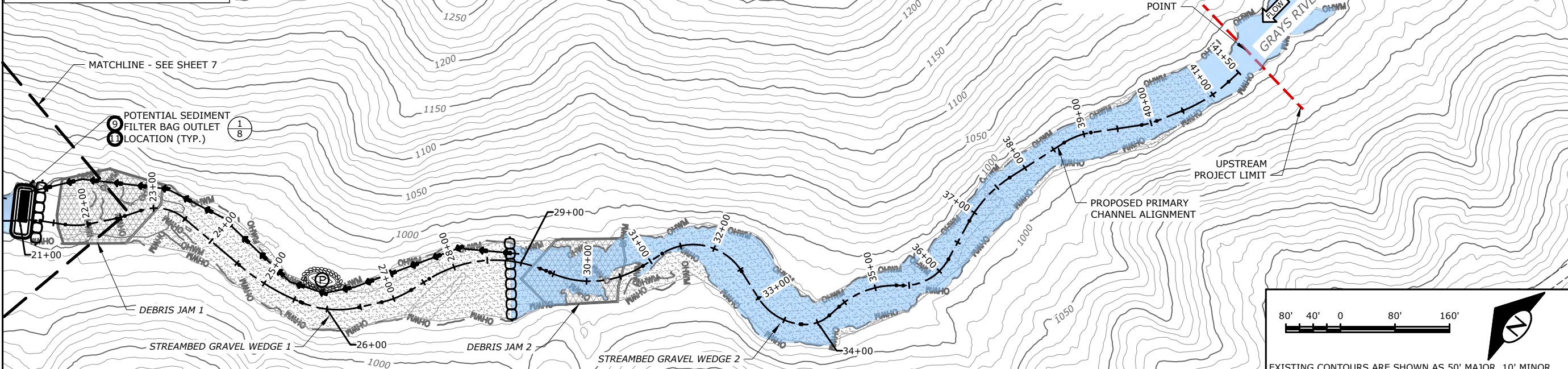
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DESIGN	JDS/MP
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WATER CONTROL - PHASE 1



WATER CONTROL - PHASE 2



TESC & WATER CONTROL NOTES

1. CHANNEL WORK BELOW THE ORDINARY HIGH WATER LINE (OHWM) MAY REQUIRE TEMPORARY ISOLATION FROM OR PARTIAL DIVERSION OF ACTIVELY FLOWING SURFACE WATERS. COMPLETE DIVERSION OR ISOLATION OF FLOWING WATER MAY NOT BE NECESSARY FOR ALL CONSTRUCTION ACTIVITIES, PROVIDED TURBIDITY AND WATER QUALITY REMAIN IN COMPLIANCE WITH PROJECTS REQUIREMENTS AND APPLICABLE PERMITS. THE CONTRACTOR SHALL IMPLEMENT APPROPRIATE WATER MANAGEMENT AND ISOLATION MEASURES AS NECESSARY TO MAINTAIN COMPLIANCE.
2. THE CONTRACTOR IS RESPONSIBLE FOR DEVELOPING A WATER CONTROL PLAN THAT MEETS ALL PROJECTS REQUIREMENTS AND PERMIT CONDITIONS. THE CONTRACTOR SHALL SUBMIT THE WATER CONTROL PLAN(S) FOR REVIEW AND APPROVAL BY THE ENGINEER. A POTENTIAL TESC & WATER CONTROL SEQUENCE IS INCLUDED ON SHEET 7.
3. WATER DIVERSION AND/OR ISOLATION METHODS MAY INCLUDE SUPERSACK COFFERDAMS AND TEMPORARY EARTHEN BERMS. COMPLETE BYPASS MAY NOT BE NECESSARY. BYPASS METHODS MAY INCLUDE SIDE CHANNEL DIVERSION, GRAVITY PIPING, AND/OR PUMPING. THE CONTRACTOR MAY RECOMMEND SPECIFIC WATER CONTROL APPROACHES FOR APPROVAL BY THE ENGINEER.
4. TURBID WATER MAY BE PUMPED AND RECIRCULATED THROUGH THE PROJECT AREA TO PROMOTE STREAMBED SEALING AT LWM PLACEMENTS.
5. EXAMPLES OF POTENTIAL LOCATIONS AND CONFIGURATIONS OF COFFERDAMS, BYPASS PIPES, AND OTHER TESC & WATER CONTROL MEASURES ARE SHOWN ON SHEETS 6 AND 7. THE CONTRACTOR SHALL IMPLEMENT, ADJUST, AND RELOCATE WATER CONTROL AS NECESSARY TO COMPLETE THE WORK IN ACCORDANCE WITH THE CONTRACTOR'S APPROVED WATER CONTROL PLAN.
6. THE CONTRACTOR SHALL NOTIFY THE OWNER A MINIMUM OF TEN (10) WORKING DAYS PRIOR TO ANTICIPATED TEMPORARY WORK AREA ISOLATION TO ALLOW FOR SCHEDULING OF FISH REMOVAL. NO WORK SHALL BE PERFORMED WITHIN THE PROJECT LIMITS UNTIL FISH REMOVAL HAS BEEN COMPLETED. BLOCK NETS SHALL BE POSITIONED AT THE UPSTREAM AND DOWNSTREAM PROJECT LIMITS.
7. SURFACE FLOW SHALL BE MAINTAINED DOWNSTREAM OF THE PROJECT LIMITS DURING CONSTRUCTION, AND DISCHARGE FROM DEWATERING AND WATER MANAGEMENT ACTIVITIES SHALL MEET APPLICABLE TURBIDITY AND WATER QUALITY REQUIREMENTS AT THE DOWNSTREAM LIMITS OF THE PROJECT AREA.
8. POTENTIAL PUMP INTAKE LOCATIONS INCLUDE THE UPSTREAM END OF ISOLATION AREAS (IF GRAVITY FLOW IS NOT POSSIBLE), TEMPORARY EXCAVATED SETTLING POOLS, OR LOCATIONS WITHIN ACTIVE WORK AREAS THAT REQUIRE DEWATERING IN ADDITION TO FLOW ISOLATION OR DIVERSION. SPECIFIC PUMP INTAKE LOCATIONS ARE NUMEROUS AND SOME LOCATIONS ARE OMITTED FROM THIS SHEET FOR CLARITY.
9. OUTLET LOCATIONS SHOWN ON THE PLANS REPRESENT POTENTIAL AREAS THAT MAY BE SUITABLE FOR ENERGY DISSIPATION AND/OR FILTRATION OF PIPED/PUMPED DISCHARGE. THE CONTRACTOR SHALL CONFIRM THESE LOCATIONS ARE SUITABLE AND/OR IDENTIFY ADDITIONAL SUITABLE LOCATIONS AS NECESSARY. OUTLETS SHALL BE POSITIONED ON LEVEL UPLANDS, VEGETATED FLOODPLAINS, OR GRAVEL BARS AND ISOLATED FROM FLOWING WATER. DISCHARGE SHALL BE DIRECTED AWAY FROM THE ACTIVE WORK AREA AND IN A MANNER THAT DOES NOT RESULT IN SURFACE EROSION OR DESTABILIZATION OF SLOPES.
10. DEPENDING ON THE CONTRACTOR'S WATER CONTROL PLAN AND ASSOCIATED CONSTRUCTION SEQUENCE, MULTIPLE OUTLET LOCATIONS MAY BE UTILIZED CONCURRENTLY. OUTLET LOCATIONS IDENTIFIED ON THE TESC & WATER CONTROL PLANS MAY BE UTILIZED DURING ANY PHASE PROVIDED THEIR IMPLEMENTATION MEETS RELEVANT PROJECT AND PERMIT REQUIREMENTS. FOR EXAMPLE, POTENTIAL SEDIMENT FILTER BAG OUTLET LOCATIONS IDENTIFIED ON SHEET 7 MAY BE UTILIZED FOR TURBIDITY CONTROL DURING ACCESS DEVELOPMENT AND MATERIALS TRANSPORT ASSOCIATED WITH WORK AREAS SHOWN ON SHEET 6.
11. AT EACH OUTLET LOCATION OR POINT OF DISCHARGE, THE CONTRACTOR SHALL IMPLEMENT AND, AS NECESSARY, COMBINE SEDIMENT CONTROL MEASURES, INCLUDING BUT NOT LIMITED TO SEDIMENT FILTER BAGS (GEOTUBES OR EQUIVALENT), TEMPORARY EXCAVATED SETTLING POOLS, INFILTRATION AREAS, TURBIDITY CURTAINS, STRAW WATTLES, OR OTHER APPROVED BMPS, AS REQUIRED TO ACHIEVE PERMIT REQUIREMENTS RELATED TO TURBIDITY OF FLOW EXITING THE PROJECT AREA.
12. SUPPLEMENTAL TO OR IN PLACE OF ISOLATION, TEMPORARY EXCAVATED SETTLING POOLS MAY BE IMPLEMENTED TO COLLECT TURBID WATER, PROVIDE SETTLING, AND FACILITATE RECIRCULATION TO UPSTREAM AREAS OR PUMPING TO DISSIPATION OUTLETS.
13. ALL IN-WATER WORK AND WATER MANAGEMENT ACTIVITIES SHALL BE CONDUCTED IN COMPLIANCE WITH APPLICABLE TURBIDITY AND WATER QUALITY REQUIREMENTS, INCLUDING THOSE SPECIFIED UNDER THE PROJECTS PROGRAM. TURBIDITY CONTROL SHALL BE MAINTAINED AT THE DOWNSTREAM LIMITS OF THE PROJECT AREA IN ACCORDANCE WITH PERMIT CONDITIONS.

NSD CGS
Natural Systems Design + Coastal Geologic Services

COWLITZ

INDIAN TRIBE

NICOLAUS JON TRESKOTT
STATE OF WASHINGTON
REGISTERED PROFESSIONAL ENGINEER
04/10/2026

State of Washington
LICENSED GEOLOGIST
2042
04/10/2026
Michael P. Ericsson

COWLITZ INDIAN TRIBE
GRAYS RIVER 4C REACH RESTORATION
TESC & WATER CONTROL 1
CONSTRUCTION PLANS

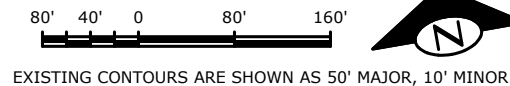
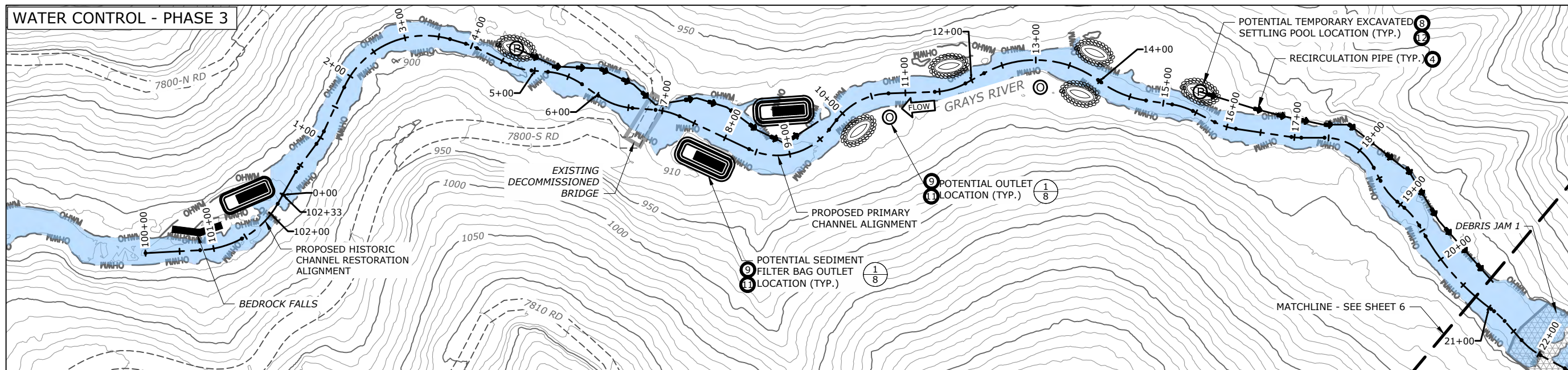
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COUNTY: PACIFIC
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SHEET
6 of 25

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WATER CONTROL - PHASE 3



TESC & WATER CONTROL NOTES

- CHANNEL WORK BELOW THE ORDINARY HIGH WATER LINE (OHWM) MAY REQUIRE TEMPORARY ISOLATION FROM OR PARTIAL DIVERSION OF ACTIVELY FLOWING SURFACE WATERS. COMPLETE DIVERSION OR ISOLATION OF FLOWING WATER MAY NOT BE NECESSARY FOR ALL CONSTRUCTION ACTIVITIES, PROVIDED TURBIDITY AND WATER QUALITY REMAIN IN COMPLIANCE WITH PROJECTS REQUIREMENTS AND APPLICABLE PERMITS. THE CONTRACTOR SHALL IMPLEMENT APPROPRIATE WATER MANAGEMENT AND ISOLATION MEASURES AS NECESSARY TO MAINTAIN COMPLIANCE.
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- TURBID WATER MAY BE PUMPED AND RECIRCULATED THROUGH THE PROJECT AREA TO PROMOTE STREAMBED SEALING AT LWM PLACEMENTS.
- EXAMPLES OF POTENTIAL LOCATIONS AND CONFIGURATIONS OF COFFERDAMS, BYPASS PIPES, AND OTHER TESC & WATER CONTROL MEASURES ARE SHOWN ON SHEETS 6 AND 7. THE CONTRACTOR SHALL IMPLEMENT, ADJUST, AND RELOCATE WATER CONTROL AS NECESSARY TO COMPLETE THE WORK IN ACCORDANCE WITH THE CONTRACTOR'S APPROVED WATER CONTROL PLAN.
- THE CONTRACTOR SHALL NOTIFY THE OWNER A MINIMUM OF TEN (10) WORKING DAYS PRIOR TO ANTICIPATED TEMPORARY WORK AREA ISOLATION TO ALLOW FOR SCHEDULING OF FISH REMOVAL. NO WORK SHALL BE PERFORMED WITHIN THE PROJECT LIMITS UNTIL FISH REMOVAL HAS BEEN COMPLETED. BLOCK NETS SHALL BE POSITIONED AT THE UPSTREAM AND DOWNSTREAM PROJECT LIMITS.
- SURFACE FLOW SHALL BE MAINTAINED DOWNSTREAM OF THE PROJECT LIMITS DURING CONSTRUCTION, AND DISCHARGE FROM DEWATERING AND WATER MANAGEMENT ACTIVITIES SHALL MEET APPLICABLE TURBIDITY AND WATER QUALITY REQUIREMENTS AT THE DOWNSTREAM LIMITS OF THE PROJECT AREA.
- POTENTIAL PUMP INTAKE LOCATIONS INCLUDE THE UPSTREAM END OF ISOLATION AREAS (IF GRAVITY FLOW IS NOT POSSIBLE), TEMPORARY EXCAVATED SETTLING POOLS, OR LOCATIONS WITHIN ACTIVE WORK AREAS THAT REQUIRE DEWATERING IN ADDITION TO FLOW ISOLATION OR DIVERSION. SPECIFIC PUMP INTAKE LOCATIONS ARE NUMEROUS AND SOME LOCATIONS ARE OMITTED FROM THIS SHEET FOR CLARITY.
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- AT EACH OUTLET LOCATION OR POINT OF DISCHARGE, THE CONTRACTOR SHALL IMPLEMENT AND, AS NECESSARY, COMBINE SEDIMENT CONTROL MEASURES, INCLUDING BUT NOT LIMITED TO SEDIMENT FILTER BAGS (GEOTUBES OR EQUIVALENT), TEMPORARY EXCAVATED SETTLING POOLS, INFILTRATION AREAS, TURBIDITY CURTAINS, STRAW WATTLES, OR OTHER APPROVED BMPS, AS REQUIRED TO ACHIEVE PERMIT REQUIREMENTS RELATED TO TURBIDITY OF FLOW EXITING THE PROJECT AREA.
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POTENTIAL TESC & WATER CONTROL SEQUENCE

- NOTE: THIS SEQUENCE IS PROVIDED AS A GENERAL OVERVIEW OF ONE POTENTIAL WATER AND SEDIMENT CONTROL APPROACH DURING CONSTRUCTION, IN ALIGNMENT WITH INFORMATION DISPLAYED ON SHEET 6 AND SHEET 7. IT IS NOT INTENDED TO SERVE AS A COMPREHENSIVE WATER CONTROL PLAN, NOR IS THE CONTRACTOR OBLIGATED TO CARRY OUT THE WORK IN THE PROPOSED ORDER. REFER TO TESC & WATER CONTROL NOTE 2, THIS SHEET.
- ESTABLISH PROJECT LIMITS AND COORDINATE WITH THE OWNER TO PERFORM FISH REMOVAL FOR ENTIRETY OF PROJECT REACH. SEE TESC & WATER CONTROL NOTE 6, ABOVE.
 - IMPLEMENT SEDIMENT COLLECTION POOLS NEAR DOWNSTREAM PROJECT LIMIT. SEE SHEET 5. PROVIDE TEMPORARY SEDIMENT CONTROL DOWNSTREAM OF BEDROCK FALLS AS NECESSARY IN ESTABLISHING ACCESS TO DOWNSTREAM SEDIMENT COLLECTION POOLS.
 - ESTABLISH ACCESS TO DEBRIS JAM 1. IMPLEMENT TEMPORARY SEDIMENT CONTROL DURING ACCESS.
 - PARTIALLY DISASSEMBLE DEBRIS JAM 1. A PORTION OF DEBRIS JAM 1 MAY REMAIN IN PLACE TEMPORARILY FOR ADDITIONAL SEDIMENT CONTROL.
 - ESTABLISH ACCESS TO STREAMBED GRAVEL WEDGE 1 AND DEBRIS JAM 2 AREA.
 - PARTIALLY DISASSEMBLE DEBRIS JAM 2. A PORTION OF DEBRIS JAM 2 MAY REMAIN IN PLACE TEMPORARILY FOR ADDITIONAL SEDIMENT CONTROL.
 - IMPLEMENT WATER CONTROL PHASE 1 (SEE SHEET 6) AND EXCAVATE STREAMBED GRAVEL WEDGE 2. STAGE EXCAVATED MATERIALS FOR USE AS DOWNSTREAM FILL AND/OR BALLAST FOR LWM PLACEMENTS.
 - CONSTRUCT LWM PLACEMENTS UPSTREAM OF DEBRIS JAM 2.
 - DISASSEMBLE REMAINING PORTION OF DEBRIS JAM 2. SORT AND STOCKPILE SUITABLE LOGS FOR REUSE.
 - SLOWLY RETURN WATER TO PHASE 1 WORK AREA. MONITOR AND IMPLEMENT ADDITIONAL SEDIMENT CONTROL MEASURES AS NECESSARY TO ENSURE TURBIDITY AT DOWNSTREAM TURBIDITY REFERENCE POINT IS IN COMPLIANCE WITH PROJECT PERMITS.
 - IMPLEMENT WATER CONTROL PHASE 2 (SEE SHEET 6) AND REPEAT STEPS 7 - 10 FOR STREAMBED GRAVEL WEDGE 1 AND DEBRIS JAM 1.
 - IMPLEMENT WATER CONTROL PHASE 3. CONSTRUCT TEMPORARY EXCAVATED SETTLING POOLS AND DIVERT TURBID WATER BASED ON NEEDS OF SPECIFIC WORK AREA OR ACTIVITY. PUMP TURBID WATER TO SEDIMENT FILTER BAG OUTLETS OR RECIRCULATE TO UPSTREAM END OF WORK AREA. SEE TESC & WATER CONTROL NOTE 4, THIS SHEET.
 - COMPLETE RESTORATION ACTIVITIES DOWNSTREAM OF DEBRIS JAM 1. CONTINUALLY REPOSITION AND MAINTAIN SEDIMENT CONTROL MEASURES AS NECESSARY. RESTORE OUTLET AREAS AS SOON AS THEY ARE NO LONGER NECESSARY.
 - CONTINUE TO MONITOR TURBIDITY AT DOWNSTREAM TURBIDITY REFERENCE POINT UNTIL PERMIT REQUIREMENTS ARE SATISFIED. REMOVE REMAINING SEDIMENT CONTROL MEASURES AND RESTORE AREAS IN ACCORDANCE WITH PROJECT PERMITS.

SITE RESTORATION SEED MIX

COMMON NAME	PLS (LBS/ACRE)	PERCENT OF MIX BY WEIGHT
ANNUAL RYEGRASS	40	0.4
OATS	30	0.3
PERENNIAL RYEGRASS	10	0.1
RED CLOVER (INOCULATED)	5	0.05
AUSTRIAN WINTER PEAS	15	0.15

NOTE: RATES ASSUME >= 90% PLS (PURE LIVE SEED).



Michael P. Ericsson

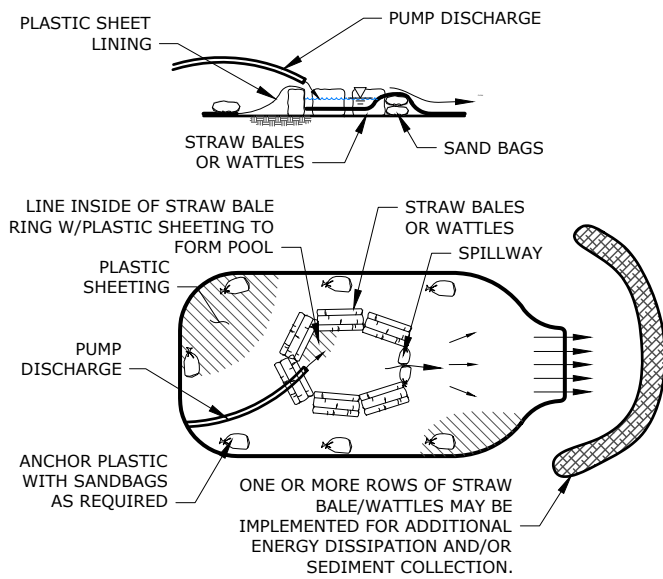
COWLITZ INDIAN TRIBE
 GRAYS RIVER 4C REACH RESTORATION
 TESC & WATER CONTROL 2
 CONSTRUCTION PLANS

DATE: APRIL 2026
 COUNTY: PACIFIC
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SHEET
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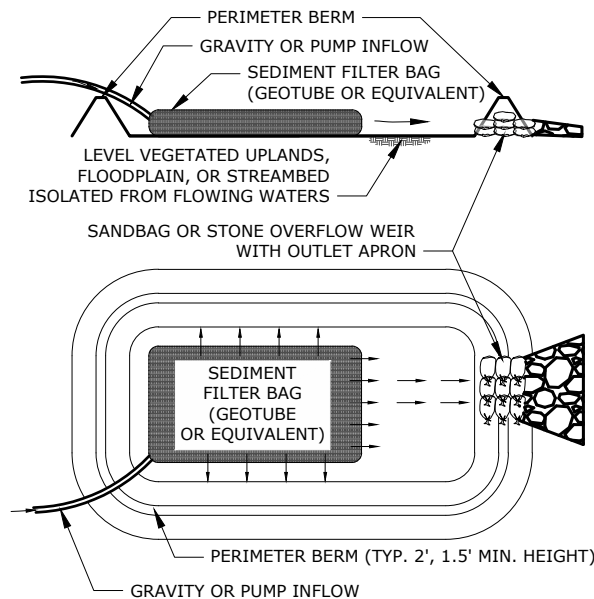
ENERGY DISSIPATION OUTLET



NOTES

- EXCAVATED/BERMED SETTLING POOL MAY BE IMPLEMENTED IN PLACE OR IN TANDEM WITH STRAW BALE ENERGY DISSIPATION OUTLET.

SEDIMENT FILTER BAG OUTLET



NOTES

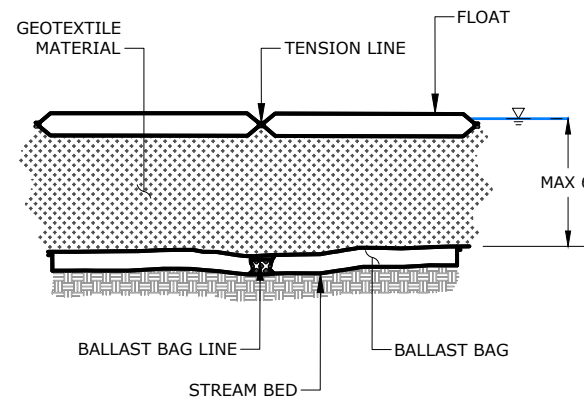
- FILTER BAG, OVERFLOW WEIR, AND OUTLET APRON SHALL BE SIZED APPROPRIATELY AND COMPOSED OF MATERIALS IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS AND TO PREVENT SURFACE EROSION. SEDIMENT FILTER BAGS MAY BE PLACED IN SERIES TO ACCOMMODATE SMALLER BAGS OR FOR ADDITIONAL FILTRATION.
- ADJUST GEOMETRY OF PERIMETER BERM, ARRANGEMENT OF BAGS, AND LOCATION/ORIENTATION OF OUTLET AS NECESSARY.
- PERIMETER BERM REQUIRED FOR OUTLETS RECEIVING STREAM FLOW BYPASS. PERIMETER BERM MAY NOT BE NECESSARY FOR DEWATERING OF ISOLATED WORK AREAS.

OUTLET ENERGY DISSIPATION & SEDIMENT CONTROL

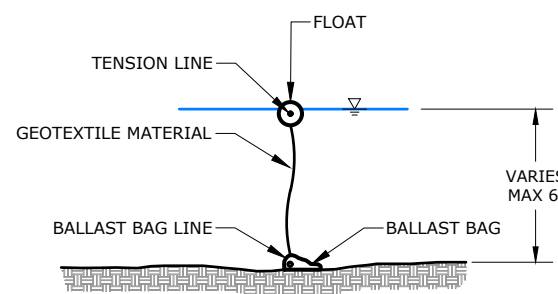
NTS

1
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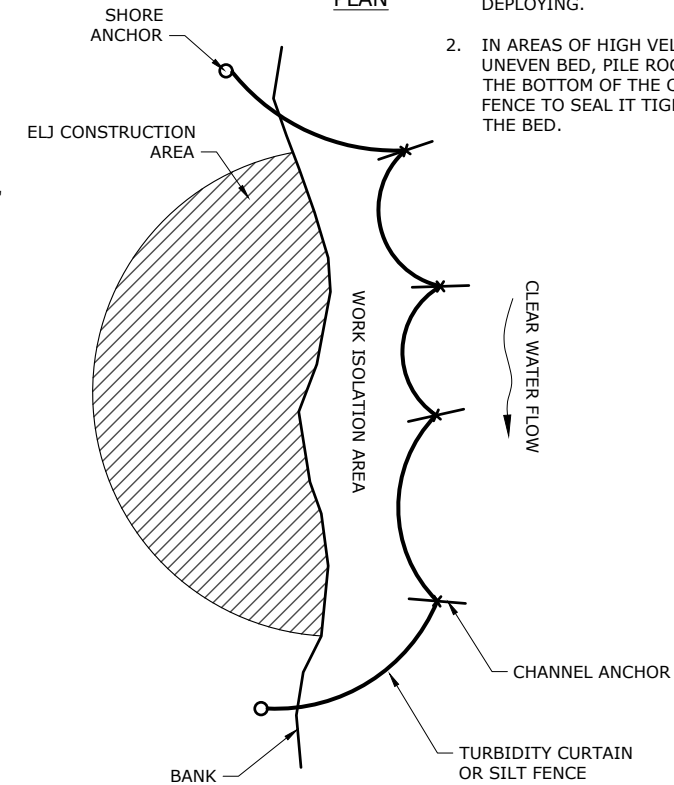
PROFILE



SECTION



PLAN



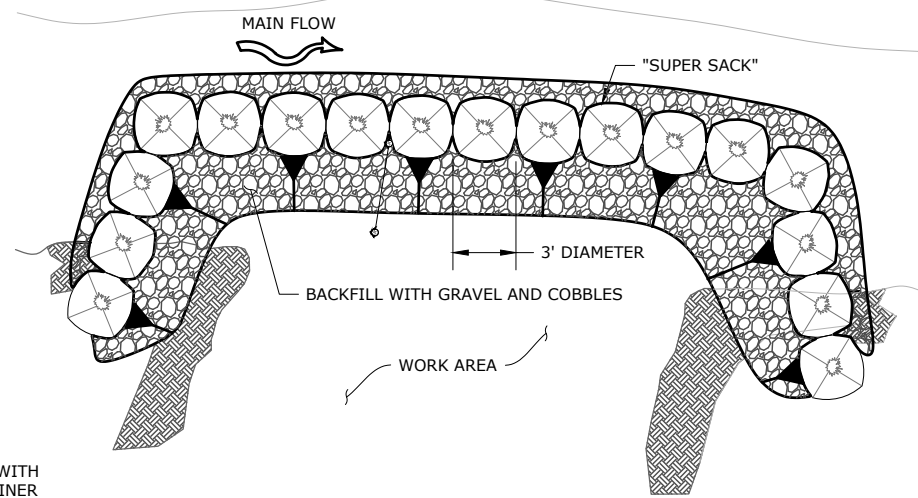
NOTES

- ALL TURBIDITY CURTAINS SHALL BE DISINFECTED BEFORE DEPLOYING.
- IN AREAS OF HIGH VELOCITY OR UNEVEN BED, PILE ROCKS ON THE BOTTOM OF THE CURTAIN OR FENCE TO SEAL IT TIGHTLY TO THE BED.

TURBIDITY CURTAIN

NTS

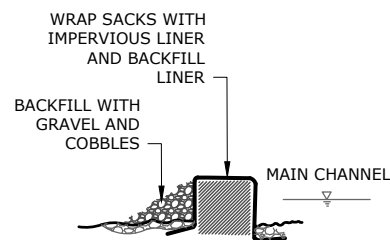
2
8



NOTES

- WRAP "SUPER SACKS" WITH IMPERVIOUS PLASTIC LINER TO PREVENT SEEPAGE.
- BACKFILL THE DOWNSTREAM SIDE COFFER DAM WITH NATIVE, ADJACENT ALLUVIUM.
- USE "SUPER SACKS" AS BUTTRESSES AS REQUIRED.
- "SUPER SACKS" MAY BE REPLACED WITH SAND BAGS IF FLOWS ALLOW AND APPROVED BY THE OWNER/ENGINEER. REMOVE ALL PLASTIC FROM THE SITE.

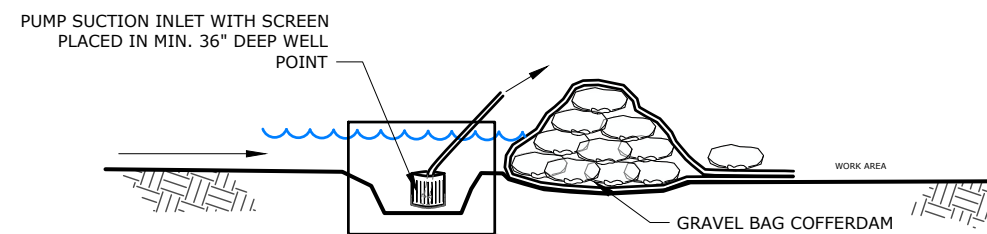
SECTION A-A



COFFERDAM

NTS

3
8



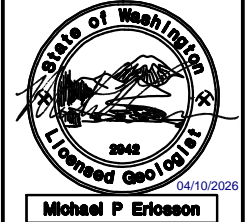
NOTES:

- CORRUGATED PLASTIC OR METAL PIPE 36" MIN DIAMETER, ONE PER EACH PUMP.
- 1/4" SLOTS 24" LONG AT 4" SPACING ALL THE WAY AROUND PIPE.
- STREAMBED GRAVEL
- WIRE SCREEN 1/2" MESH COVERING PIPE BOTTOM, ANCHORED TO PIPE.
- LIMIT OF EXCAVATION. INSTALL PIPE AND BACKFILL WITH STREAMBED GRAVEL.
- PUMP SUCTION INTAKE OR ELECTRIC SUBMERSIBLE PUMP WITH 1" SCREEN INSTALLED AT INLET OR PUMP SUCTION FACE, OR OTHER SIZE RECOMMENDED BY PUMP SUPPLIER.
- PUMP SUCTION SHALL BE OPERATIONAL ONLY WHILE ALL CREEK FLOW IS FULLY FILTERED BY FISH BLOCK NETS AND AFTER FISH EXCLUSION IS COMPLETED. BYPASS PUMPS SHALL BE SHUTDOWN DURING ANY FAILURE OF THE FISH BLOCK NET OR ANY CONDITION THAT CAN ALLOW FISH TO ENTER THE PUMP INTAKE.
- SUMP TYPE, SIZE, AND LOCATION SHALL BE ADJUSTED BASED ON SITE CONDITIONS OR FLOWS OR AT THE DIRECTION OF THE OWNER/ENGINEER.

DEWATERING SUMP

NTS

4
8



COWLITZ INDIAN TRIBE
GRAYS RIVER 4C REACH RESTORATION
TESC DETAILS
CONSTRUCTION PLANS

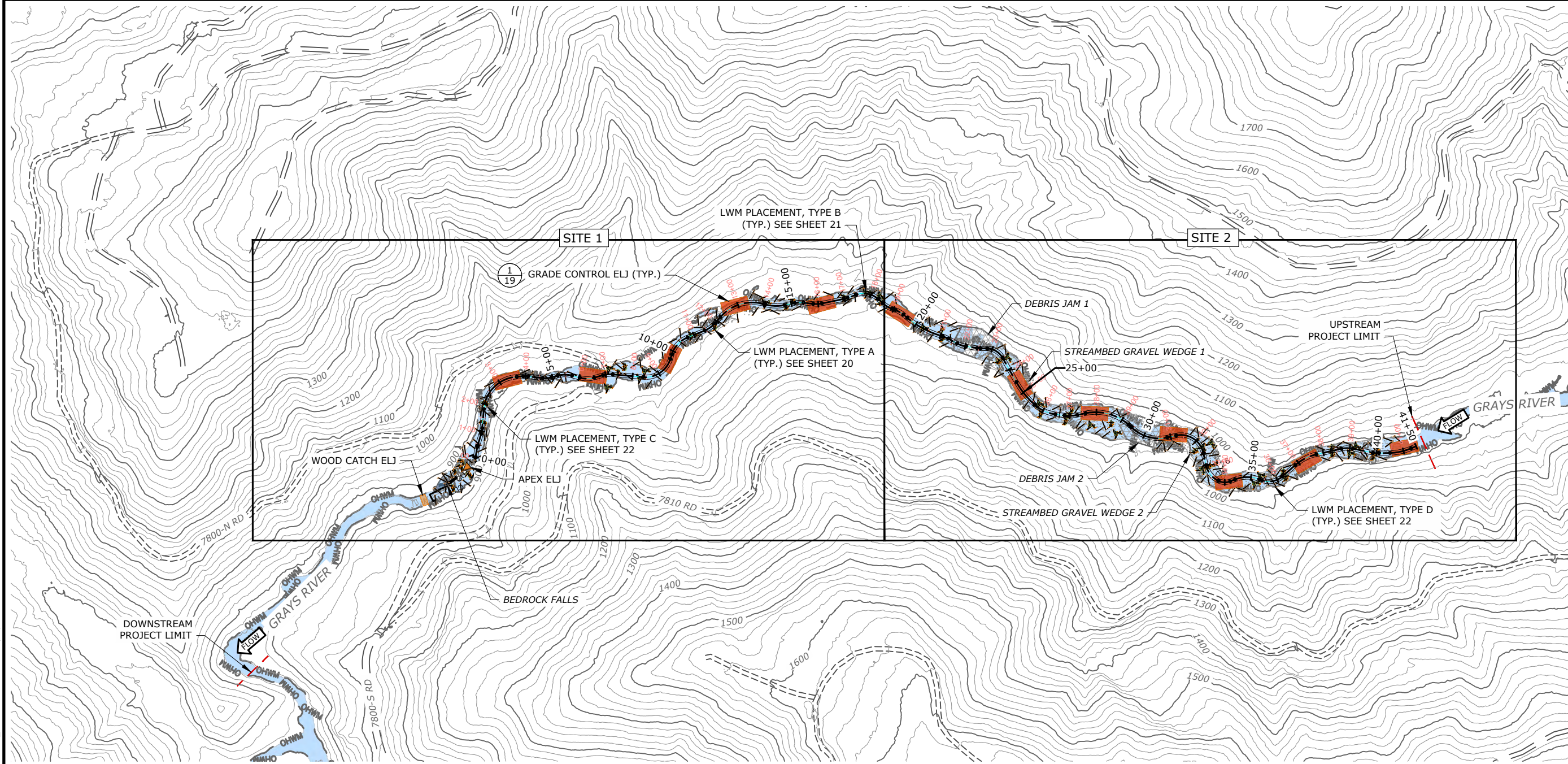
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COUNTY	PACIFIC
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LONGITUDE	123°26'53"W
TN/SC/RG	T11N/S5/R6W
DESIGN JDS/MP	DRAWN JDS/MP
CHECK/MP/INT	CHECK/MP/INT

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IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING IS NOT PLOTTED TO ORIGINAL SCALE.

SHEET
8 OF 25

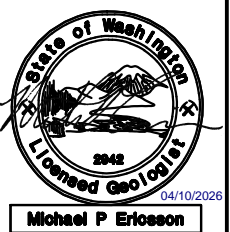
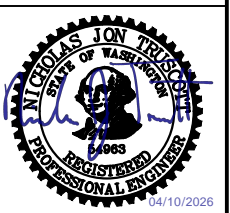
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NOTES

1. ALL PROJECT SITES ARE OWNED BY RAYONIER, INC. ACCESS IS OWNED BY RAYONIER, INC, AND WEYERHAEUSER.
2. THE OWNER HAS SOURCED AND DECKED LOGS FOR CONTRACTOR USE IN THE PROPOSED ELJS AND LWM PLACEMENTS. LOGS ARE DECKED ALONG THE 7800-N ROAD AND IN THE UPPER TEMPORARY STAGING AREA IDENTIFIED ON THE PLANS.
3. CONTRACTOR SHALL SALVAGE LOGS AND WOODY DEBRIS FROM DEBRIS JAMS, BRIDGE REMOVAL, AND GRADING AREAS FOR USE IN PROPOSED ELJS AND LWM PLACEMENTS. SALVAGED MATERIAL SHALL BE USED IN MULTIPLE STRUCTURE TYPES, SUBJECT TO CONDITION, SIZE, AND SUITABILITY AS DETERMINED IN THE FIELD. REUSE MAY REQUIRE CUTTING LWM INTO SEGMENTS.
4. CONTRACTOR SHALL REFER TO BID SHEET FOR ANY ADDITIONAL LOGS TO BE IMPORTED FOR PROJECT CONSTRUCTION.
5. CONTRACTOR SHALL ANTICIPATE AND ASSUME A FIELD-FIT APPROACH TO CHANNEL GRADING, ELJ CONSTRUCTION, AND LWM PLACEMENTS, WORKING CLOSELY WITH THE ENGINEER TO ACHIEVE FISH PASSAGE AND CHANNEL RESTORATION GOALS. LOCATIONS, EXTENTS, AND CONFIGURATION OF STREAMBED GRAVEL EXCAVATION AND PLACEMENT AND LWM PLACEMENTS ARE SUBJECT TO CHANGE BASED ON SITE CONDITIONS.



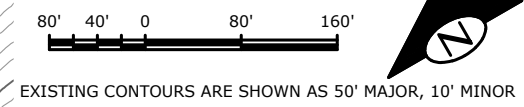
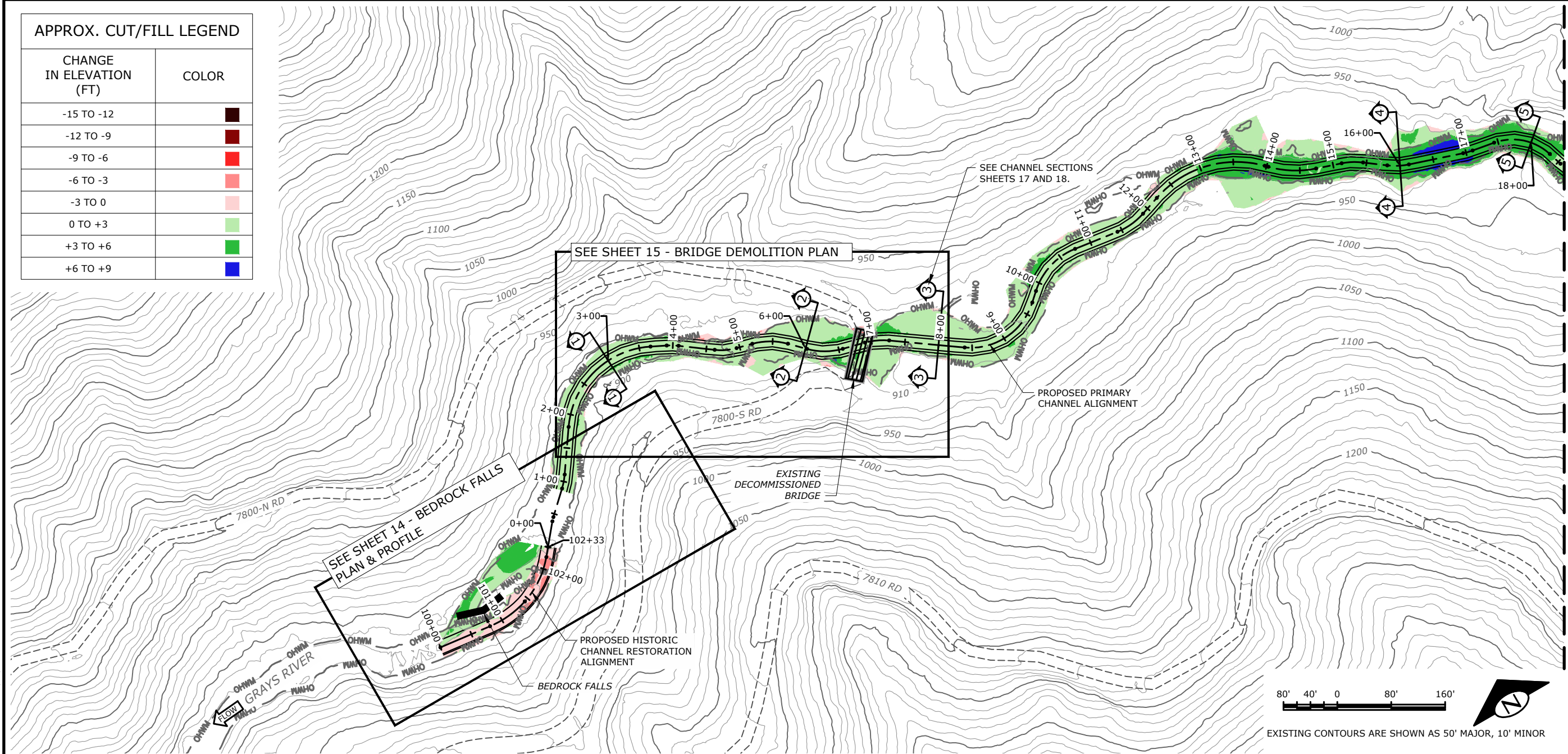
COWLITZ INDIAN TRIBE
GRAYS RIVER 4C REACH RESTORATION
PROPOSED CONDITIONS OVERVIEW
CONSTRUCTION PLANS

DATE	APRIL 2026
COUNTY	PACIFIC
LATITUDE	46°28'06"N
LONGITUDE	123°26'53"W
TN/SC/RG	T11N/S5/R6W
DESIGN	JDS/MP DRAWN JDS/MP
CHECK	MP/E/NIT CHECK MP/E/NIT

IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING IS NOT PLOTTED TO ORIGINAL SCALE.

APPROX. CUT/FILL LEGEND

CHANGE IN ELEVATION (FT)	COLOR
-15 TO -12	Dark Brown
-12 TO -9	Red
-9 TO -6	Light Red
-6 TO -3	Light Orange
-3 TO 0	Light Yellow
0 TO +3	Light Green
+3 TO +6	Green
+6 TO +9	Blue



NOTES

- ALL GRADING AND EXCAVATION SHOWN IS PROPOSED TO RESTORE AND FACILITATE ACCESS TO FISH HABITAT THAT IS CURRENTLY RESTRICTED BY LARGE DEBRIS JAMS AND ASSOCIATED DISRUPTIONS TO SEDIMENT TRANSPORT. ALL STREAMBED GRAVEL SALVAGED FROM AREAS UPSTREAM OF THE DEBRIS JAMS WILL BE REDISTRIBUTED IN DOWNSTREAM AREAS TO RESTORE A MORE NATURAL LONGITUDINAL PROFILE, RECONNECT PERCHED FLOODPLAINS AND/OR SIDE CHANNELS, PROVIDE IMPROVED SPAWNING HABITAT, AND TO ACT AS BALLAST FOR PROPOSED LARGE WOOD STRUCTURES.
- APPROXIMATE CUT AND FILL AREAS ARE REPRESENTED BY COLOR-CODED RANGES AS SUMMARIZED IN THE LEGEND ON THIS SHEET. THE DISPLAYED GRADING DESIGN IS AN APPROXIMATION BASED ON 2019 LIDAR TOPOGRAPHY AND LIMITED RTK GPS SURVEY (MAY 2025) AS ALTERED BY THE PROPOSED OVERALL STREAM PROFILE (SHEET 16) AND REPRESENTATIVE PROPOSED CHANNEL SECTIONS (SHEETS 17 AND 18). PROPOSED GRADING MAY BE ADJUSTED IN THE FIELD AS DIRECTED BY THE ENGINEER, BUT WILL GENERALLY CONFORM TO THE PATTERN DISPLAYED. GRADING UPSTREAM OF THE DEBRIS JAMS WILL CONSIST PRIMARILY OF EXCAVATION WHILE GRADING DOWNSTREAM OF THE DEBRIS JAMS WILL CONSIST PRIMARILY OF FILL PLACEMENT.
- EXCAVATED MATERIALS SHALL BE SORTED INTO GENERAL CLASSES OF FINE ALLUVIUM, CHANNEL ALLUVIUM, AND COARSE ALLUVIUM AS NECESSARY IN ACCORDANCE WITH PROJECT SPECIFICATIONS.
- ELJ AND LWM PLACEMENT WILL OCCUR CONCURRENTLY WITH CHANNEL GRADING ACTIVITIES. SEE SHEETS 12 AND 13.



COWLITZ INDIAN TRIBE
 GRAYS RIVER 4C REACH RESTORATION
 GRADING PLAN SITE 1
 CONSTRUCTION PLANS

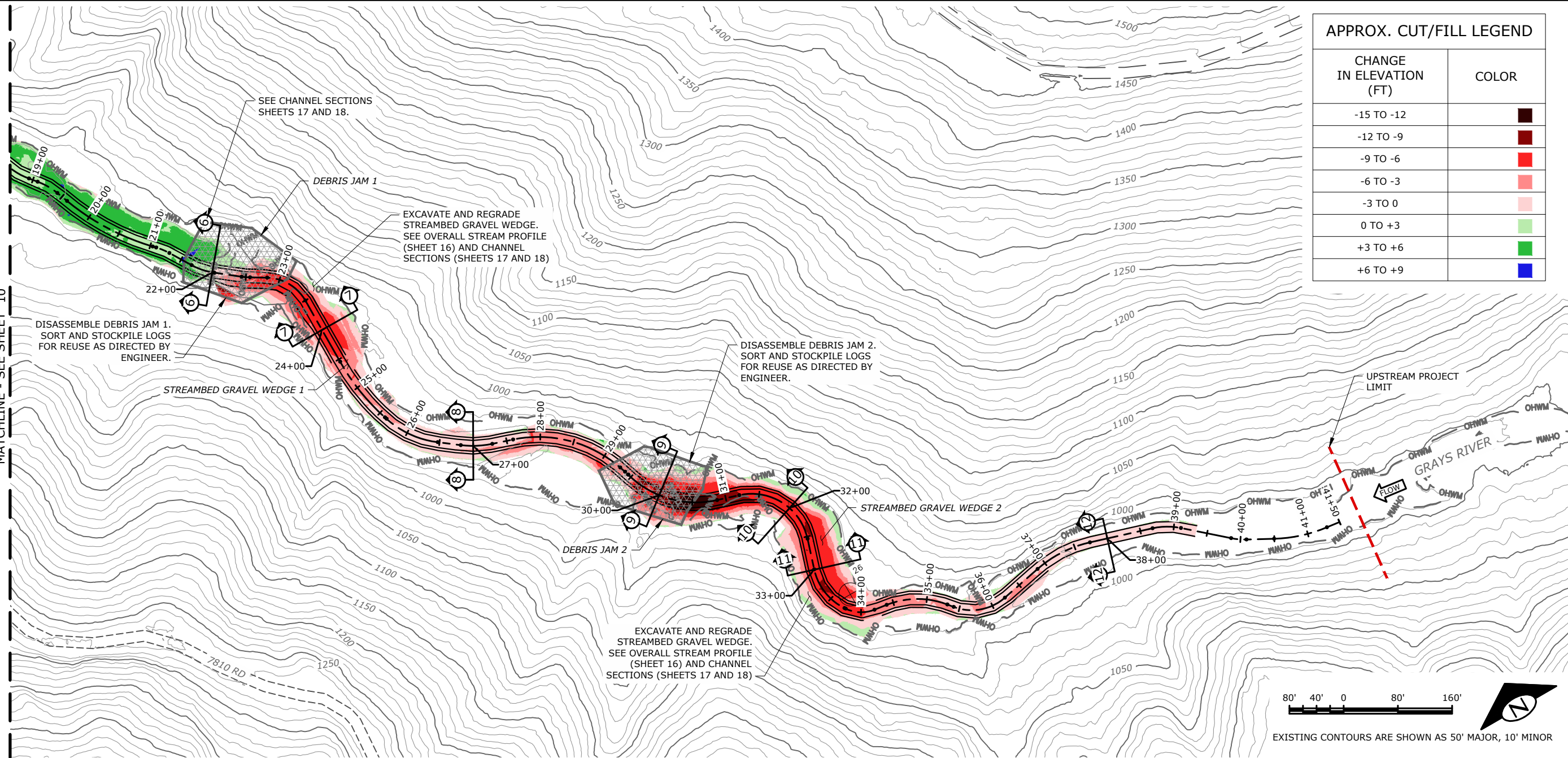
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 COUNTY: PACIFIC
 LATITUDE: 46°28'06"N
 LONGITUDE: 123°26'53"W
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 IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING IS NOT PLOTTED TO ORIGINAL SCALE.

SHEET
 10 OF 25

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APPROX. CUT/FILL LEGEND

CHANGE IN ELEVATION (FT)	COLOR
-15 TO -12	Dark Brown
-12 TO -9	Red
-9 TO -6	Light Red
-6 TO -3	Light Pink
-3 TO 0	Light Green
0 TO +3	Green
+3 TO +6	Light Blue
+6 TO +9	Dark Blue

NOTES

- ALL GRADING AND EXCAVATION SHOWN IS PROPOSED TO RESTORE AND FACILITATE ACCESS TO FISH HABITAT THAT IS CURRENTLY RESTRICTED BY LARGE DEBRIS JAMS AND ASSOCIATED DISRUPTIONS TO SEDIMENT TRANSPORT. ALL STREAMBED GRAVEL SALVAGED FROM AREAS UPSTREAM OF THE DEBRIS JAMS WILL BE REDISTRIBUTED IN DOWNSTREAM AREAS TO RESTORE A MORE NATURAL LONGITUDINAL PROFILE, RECONNECT PERCHED FLOODPLAINS AND/OR SIDE CHANNELS, PROVIDE IMPROVED SPAWNING HABITAT, AND TO ACT AS BALLAST FOR PROPOSED LARGE WOOD STRUCTURES.
- APPROXIMATE CUT AND FILL BOUNDARIES AND EXTENTS ARE REPRESENTED BY COLOR-CODED RANGES AS SUMMARIZED IN THE LEGEND ON THIS SHEET. THE DISPLAYED GRADING DESIGN IS AN APPROXIMATION BASED ON 2019 LIDAR TOPOGRAPHY AND LIMITED RTK GPS SURVEY (MAY 2025) AS ALTERED BY THE PROPOSED OVERALL STREAM PROFILE (SHEET 16) AND REPRESENTATIVE PROPOSED CHANNEL SECTIONS (SHEETS 17 AND 18). PROPOSED GRADING MAY BE ADJUSTED IN THE FIELD AS DIRECTED BY THE ENGINEER, BUT WILL GENERALLY CONFORM TO THE PATTERN DISPLAYED. GRADING UPSTREAM OF THE DEBRIS JAMS WILL CONSIST PRIMARILY OF EXCAVATION WHILE GRADING DOWNSTREAM OF THE DEBRIS JAMS WILL CONSIST PRIMARILY OF FILL PLACEMENT.
- EXCAVATED MATERIALS SHALL BE SORTED INTO GENERAL CLASSES OF FINE ALLUVIUM, CHANNEL ALLUVIUM, AND COARSE ALLUVIUM AS NECESSARY IN ACCORDANCE WITH PROJECT SPECIFICATIONS.
- ELJ AND LWM PLACEMENT WILL OCCUR CONCURRENTLY WITH CHANNEL GRADING ACTIVITIES. SEE SHEETS 12 AND 13.

NSD CGS
Natural Systems Design + Coastal Geologic Services

COWLITZ

INDIAN TRIBE

NICOLAUS JON ERICSSON
STATE OF WASHINGTON
REGISTERED PROFESSIONAL ENGINEER
04/10/2026

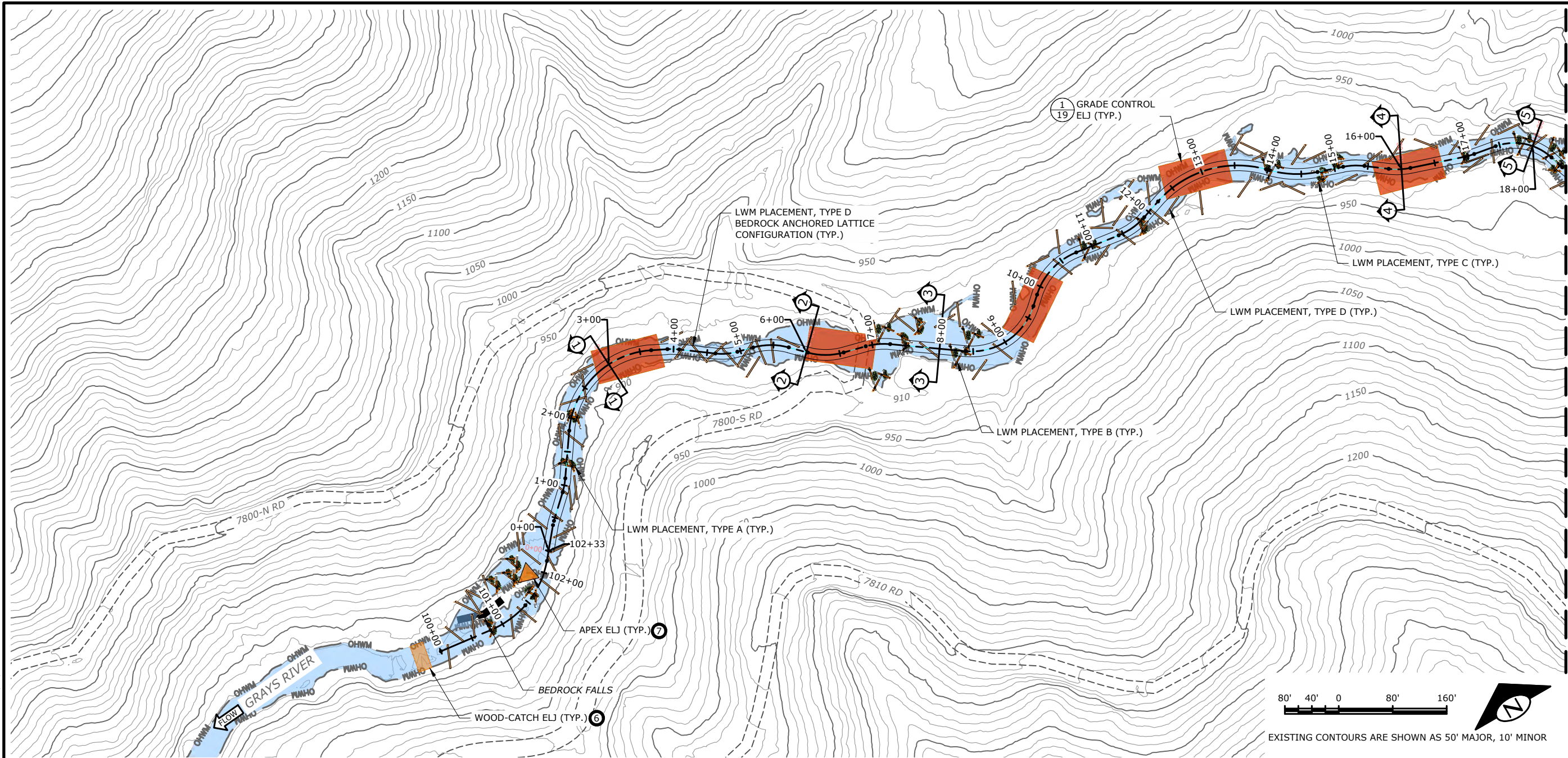
Michael P. Ericsson
STATE OF WASHINGTON
LICENSED GEOLOGIST
04/10/2026

COWLITZ INDIAN TRIBE
GRAY RIVER 4C REACH RESTORATION
GRADING PLAN SITE 2
CONSTRUCTION PLANS

DATE	APRIL 2026
COUNTY	PACIFIC
LATITUDE	46°28'06"N
LONGITUDE	123°26'53"W
TN/SC/RG	T11N/S5/R6W
DESIGN	JDS/MP
DRAWN	JDS/MP
CHECK	MP/E/JNT

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IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING IS NOT PLOTTED TO ORIGINAL SCALE.

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MATCHLINE - SEE SHEET 13

NOTES

1. STRUCTURE LAYOUT IS APPROXIMATE AND IS SUBJECT TO FIELD ADJUSTMENTS AS DIRECTED BY ENGINEER.
2. WOOD SHALL BE SALVAGED FROM DEBRIS JAM DISASSEMBLY, BRIDGE REMOVAL, AND FROM WITHIN GRADING LIMITS. SALVAGED MATERIAL SHALL BE USED IN MULTIPLE STRUCTURE TYPES, SUBJECT TO CONDITION, SIZE, AND SUITABILITY AS DETERMINED IN THE FIELD. REUSE MAY REQUIRE CUTTING LWM INTO SEGMENTS.
3. THE PROJECT INCLUDES A MINIMUM NUMBER OF TYPE A-D LWM PLACEMENTS AS IDENTIFIED IN THE BID SCHEDULE. FINAL STRUCTURE COUNTS, DIMENSIONS, AND CONFIGURATION MAY VARY BASED ON AVAILABLE SALVAGED WOOD AND SITE CONDITIONS.
4. ADJUSTMENTS TO THE NUMBER, TYPE, OR CONFIGURATION OF LWM STRUCTURES MAY BE CHANGED BY THE ENGINEER BASED ON AVAILABLE MATERIAL AND SITE CONDITIONS. CONTRACT QUANTITIES MAY BE ADJUSTED IN ACCORDANCE WITH THE BID SCHEDULE AND CONTRACT PROVISIONS.
5. AS FUNDING ALLOWS, AN ADDITIONAL 5-10 LOGS SHALL BE PLACED FOR EVERY 100-FEET OF CHANNEL.
6. WOOD-CATCH ELJS SHALL BE COMPOSED OF 5-6 KEY PIECES AND BE SECURED WITH BEDROCK ANCHORS.
7. THE APEX ELJ SHALL BE COMPOSED OF 3-5 KEY PIECES AND BE SECURED WITH BOULDER ANCHORS AND NATIVE STREAMBED GRAVEL BACKFILL AS BALLAST.

NSD CGS
Natural Systems Design
+ Coastal Geologic Services

COWLITZ

INDIAN TRIBE

NICHOLAS JON THRENTON
STATE OF WASHINGTON
REGISTERED PROFESSIONAL ENGINEER
04/10/2026

State of Washington
LICENSED GEOLOGIST
2042
04/10/2026

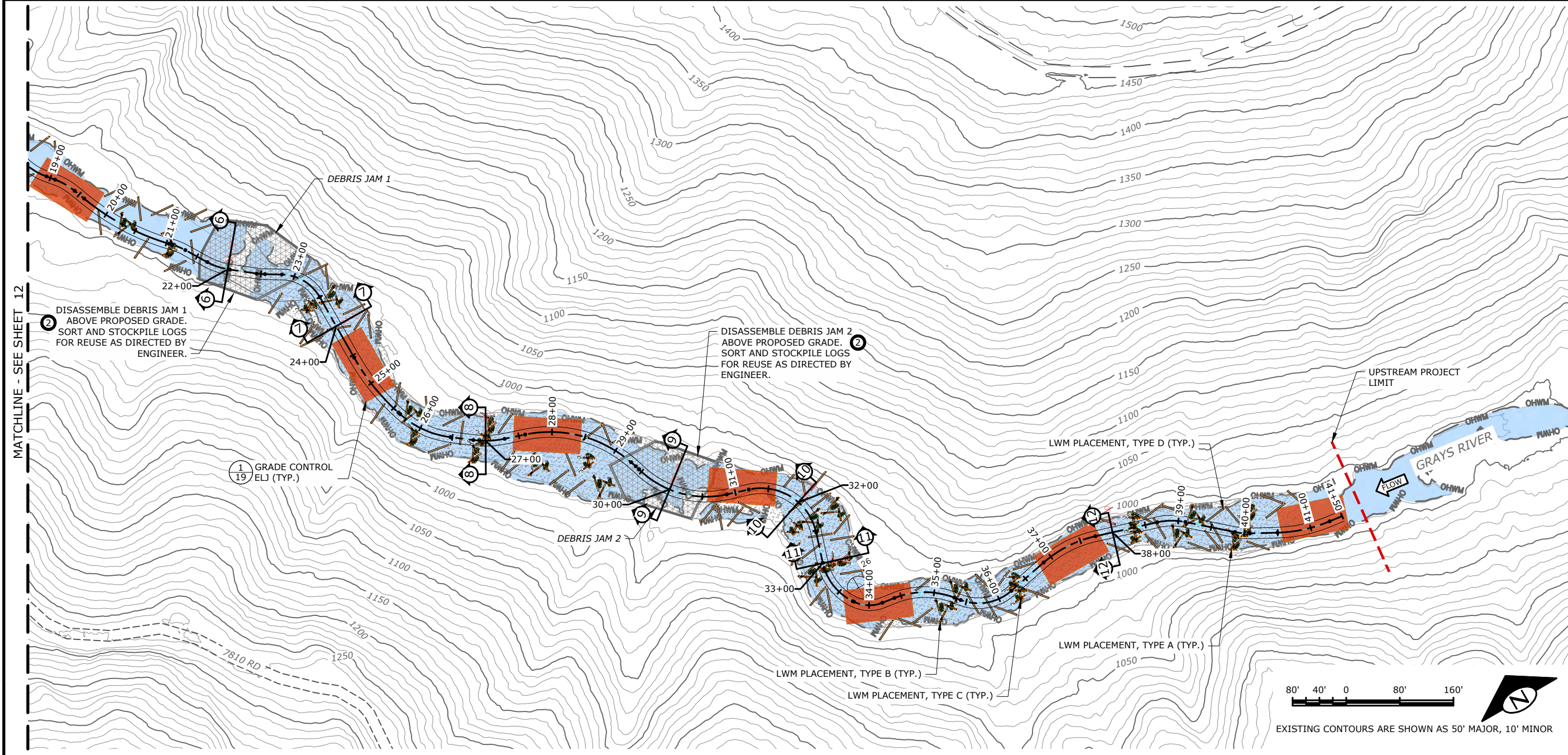
Michael P. Ericsson

COWLITZ INDIAN TRIBE
GRAYS RIVER 4C REACH RESTORATION
LWM PLACEMENT PLAN SITE 1
CONSTRUCTION PLANS

DATE	APRIL 2026
COUNTY	PACIFIC
LATITUDE	46°28'06"N
LONGITUDE	123°26'53"W
TN/SC/RG	T11N/S5/R6W
DESIGN JDS/MP	DRAWN JDS/MP
CHECK/MP/E/NJT	CHECK/MP/E/NJT

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MATCHLINE - SEE SHEET 12

DISASSEMBLE DEBRIS JAM 1 ABOVE PROPOSED GRADE. SORT AND STOCKPILE LOGS FOR REUSE AS DIRECTED BY ENGINEER.

DISASSEMBLE DEBRIS JAM 2 ABOVE PROPOSED GRADE. SORT AND STOCKPILE LOGS FOR REUSE AS DIRECTED BY ENGINEER.

GRADE CONTROL ELJ (TYP.)

LWM PLACEMENT, TYPE D (TYP.)

LWM PLACEMENT, TYPE A (TYP.)

LWM PLACEMENT, TYPE B (TYP.)

LWM PLACEMENT, TYPE C (TYP.)



EXISTING CONTOURS ARE SHOWN AS 50' MAJOR, 10' MINOR

NOTES

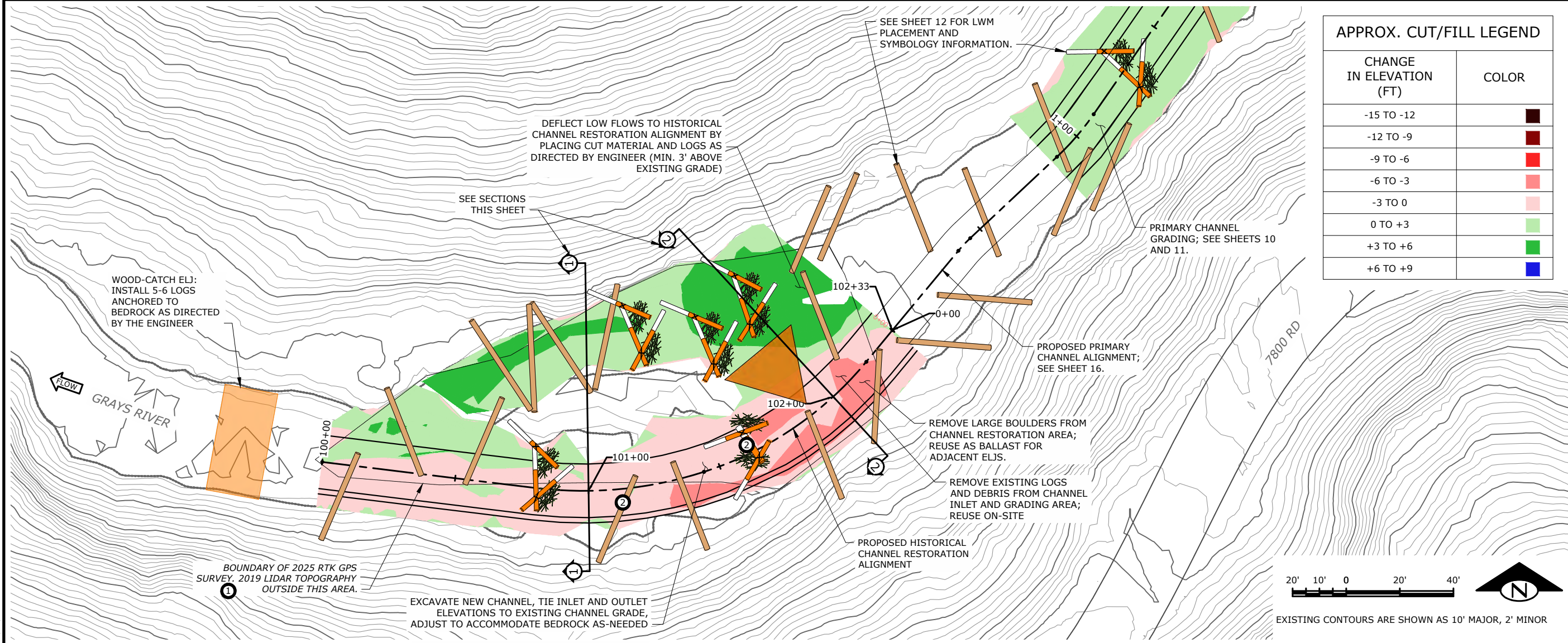
- 1. SEE NOTES ON SHEET 12 - LWM PLACEMENT PLAN SITE 1.
- 2. LOGS AND WOODY DEBRIS AT DEBRIS JAMS EMBEDDED BELOW THE PROPOSED PROFILE ELEVATION SHALL BE LEFT IN PLACE.



COWLITZ INDIAN TRIBE
 GRAYS RIVER 4C REACH RESTORATION
 LWM PLACEMENT PLAN SITE 2
 CONSTRUCTION PLANS

DATE	APRIL 2026
COUNTY	PACIFIC
LATITUDE	46°28'06"N
LONGITUDE	123°26'53"W
TN/SC/RG	T11N/S5/R6W
DESIGN	JDS/MP
DRAWN	JDS/MP
CHECK	KPE/NJT
	CHECK
	KPE/NJT

IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING IS NOT PLOTTED TO ORIGINAL SCALE.



APPROX. CUT/FILL LEGEND

CHANGE IN ELEVATION (FT)	COLOR
-15 TO -12	Dark Brown
-12 TO -9	Brown
-9 TO -6	Red
-6 TO -3	Light Red
-3 TO 0	Pink
0 TO +3	Light Green
+3 TO +6	Green
+6 TO +9	Blue

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COWLITZ

INDIAN TRIBE

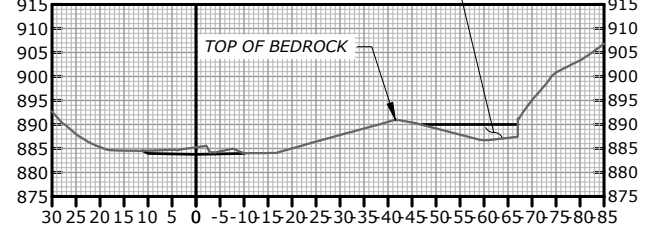
NICOLAAS JON TRESSELT
STATE OF WASHINGTON
REGISTERED PROFESSIONAL ENGINEER
04/10/2026

Michael P. Ericsson
STATE OF WASHINGTON
LICENSED GEOLOGIST
04/10/2026

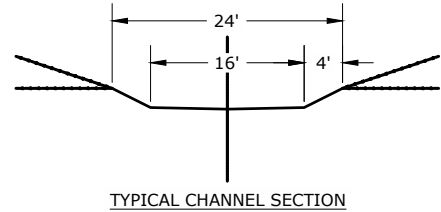
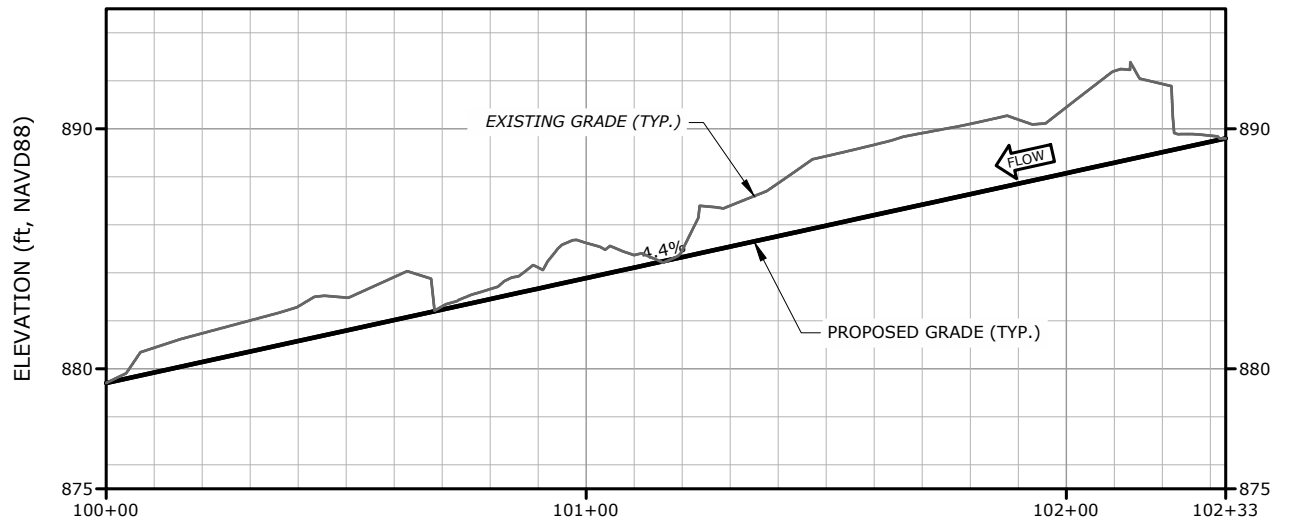
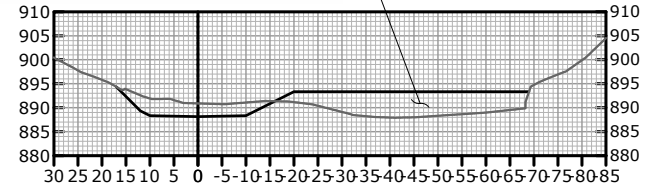
NOTES

- LIMITED SURVEY DATA WERE COLLECTED BY NATURAL SYSTEMS DESIGN IN MAY 2025 VIA RTK GPS AND TOTAL STATION. ALL OTHER ELEVATION DATA ARE 2019 LIDAR. AS SUCH, ELEVATIONS ARE PROVIDED FOR REFERENCE BUT SHOULD NOT BE CONSIDERED EXACT.
- INCORPORATE LWM INTO PROPOSED CHANNEL AS DIRECTED BY THE ENGINEER. WOOD SHALL BE PARTIALLY BURIED IN CHANNEL AND ALONG BANKS TO PROVIDE MARGIN HABITAT AND CHANNEL BED STABILITY. SEE SHEET 12 - LWM PLACEMENT PLAN SITE 1 FOR MORE INFORMATION ON WOOD PLACEMENT IN THIS REACH.

DEFLECT LOW FLOWS TO HISTORICAL CHANNEL RESTORATION ALIGNMENT BY PLACING CUT MATERIAL AND LOGS AS DIRECTED BY ENGINEER (MIN. 3' ABOVE EXISTING GRADE)



DIRECT LOW FLOWS TO HISTORICAL CHANNEL RESTORATION ALIGNMENT BY PLACING CUT MATERIAL AND LOGS AS DIRECTED BY ENGINEER (MIN. 3' ABOVE EXISTING GRADE)

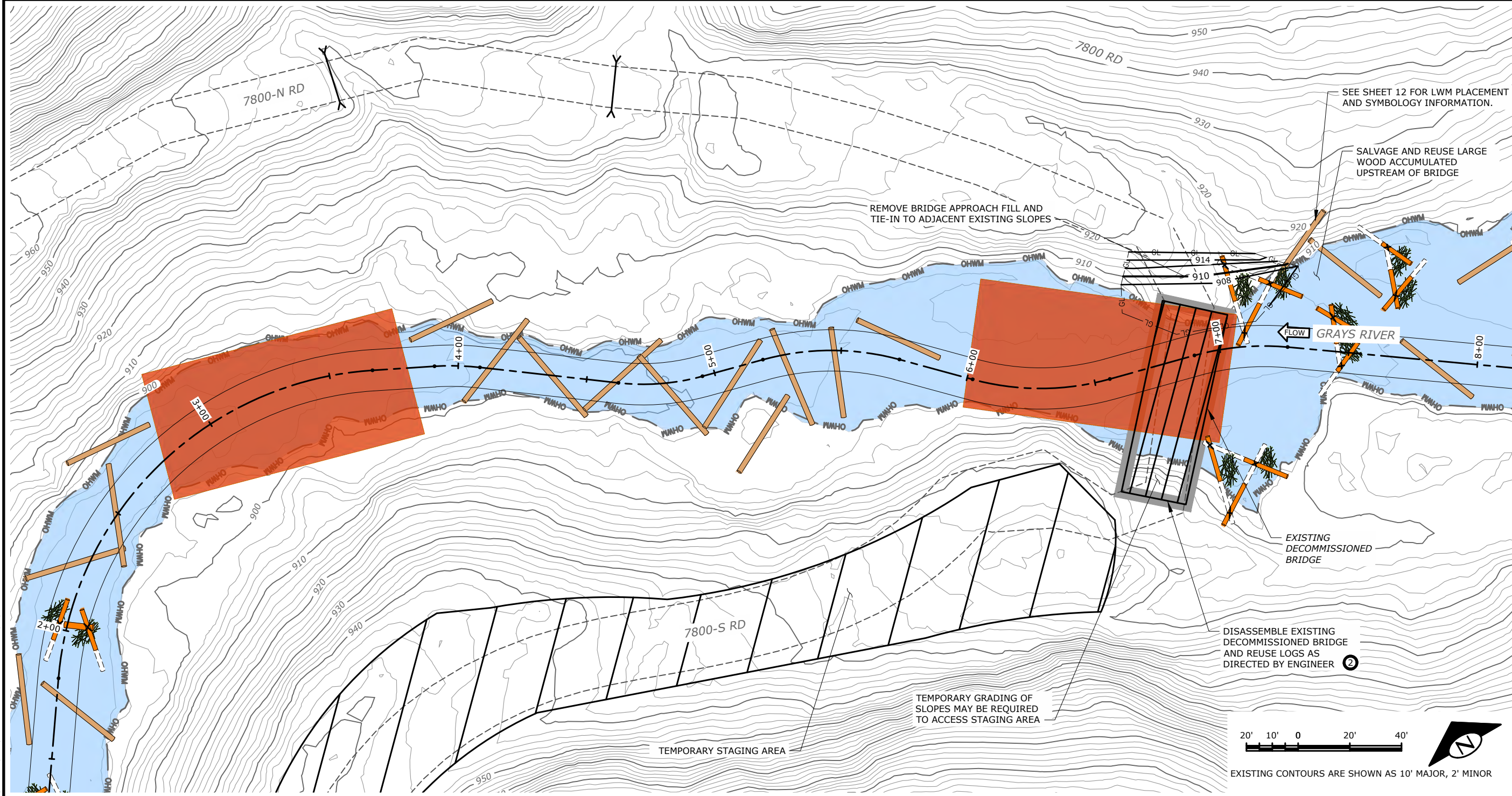


COWLITZ INDIAN TRIBE
GRAYS RIVER 4C REACH RESTORATION
BEDROCK FALLS PLAN & PROFILE
CONSTRUCTION PLANS

DATE	APRIL 2026
COUNTY	PACIFIC
LATITUDE	46°28'06"N
LONGITUDE	123°26'53"W
TN/SC/RG	T11N/S5/R6W
DESIGN	JDS/MP
DRAWN	JDS/MP
CHECK	MP/E/JNT

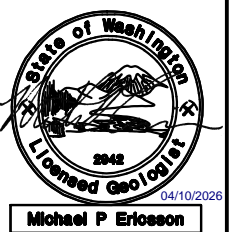
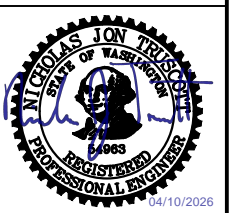
IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING IS NOT PLOTTED TO ORIGINAL SCALE.

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NOTES

1. BRIDGE IS COMPOSED OF APPROXIMATELY 17 LOGS WITH DIAMETERS RANGING FROM 3'-6" AND LENGTHS FROM 20'-40'.
2. CABLE, RAIL SPIKES, AND OTHER METAL APPURTENANCES MUST BE REMOVED FROM LOGS PRIOR TO REUSE. THIS MATERIAL, ALONG WITH ANY OTHER MANMADE DEBRIS FOUND IN THE CHANNEL SHALL BE REMOVED AND PROVIDED TO THE OWNER/LANDOWNER.



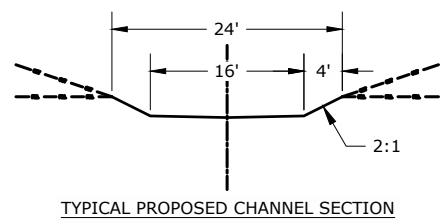
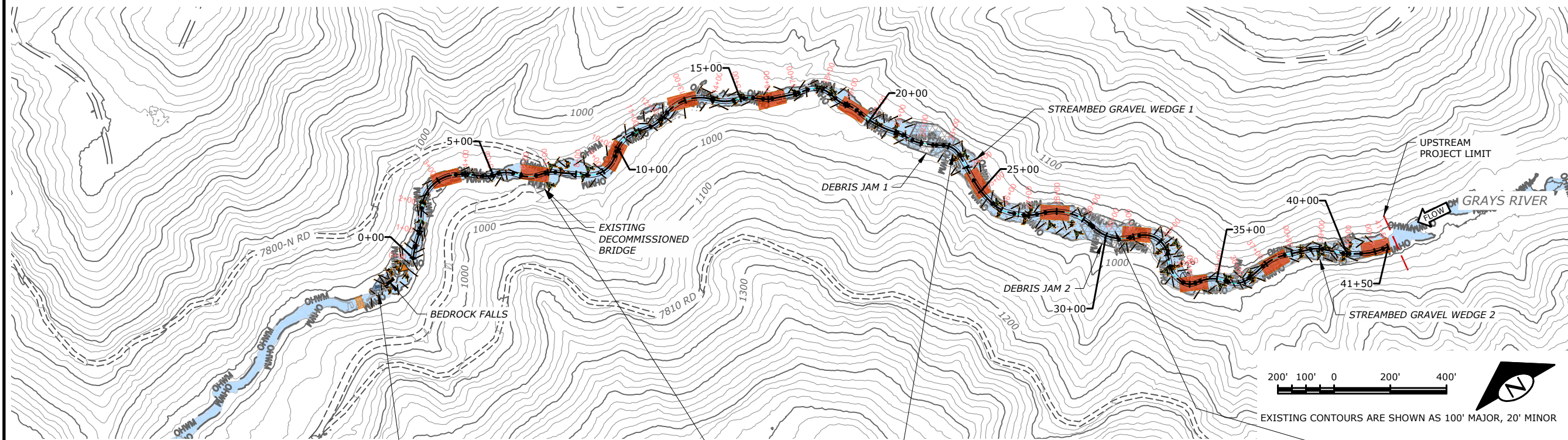
COWLITZ INDIAN TRIBE
 GRAYS RIVER 4C REACH RESTORATION
 BRIDGE DEMOLITION PLAN
 CONSTRUCTION PLANS

DATE	APRIL 2026
COUNTY	PACIFIC
LATITUDE	46°28'06"N
LONGITUDE	123°26'53"W
TN/SC/RG	T11N/S5/R6W
DESIGN	JDS/MP DRAWN JDS/MP
CHECK	KPE/NJT CHECK KPE/NJT

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 IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING IS NOT PLOTTED TO ORIGINAL SCALE.

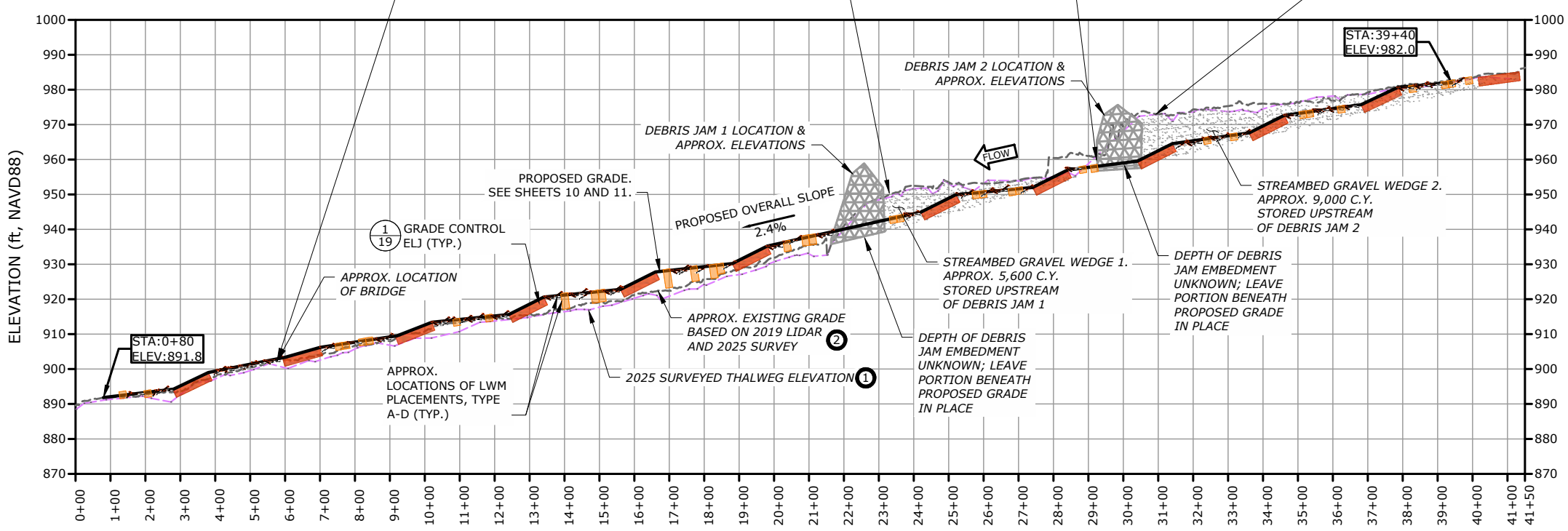
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PROFILE NOTES

- LIMITED SURVEY DATA WERE COLLECTED BY NATURAL SYSTEMS DESIGN IN MAY 2025 VIA RTK GPS AND TOTAL STATION. THE SURVEYED THALWEG PROFILE SHOWN ON THIS SHEET REPRESENTS THE SURVEYED THALWEG AS PROJECTED ONTO THE PROPOSED CHANNEL CENTERLINE ALIGNMENT. AS SUCH, ELEVATIONS ARE PROVIDED FOR REFERENCE BUT SHOULD NOT BE CONSIDERED EXACT.
- THE APPROXIMATE EXISTING GRADE PROFILE SHOWN ON THIS SHEET GENERALLY REPRESENTS 2019 LIDAR DATA ALONG THE PROPOSED CHANNEL CENTERLINE ALIGNMENT. MINOR DIFFERENCES BETWEEN LIDAR ELEVATIONS AND 2025 SURVEY DATA MAY BE THE RESULT OF WATER PRESENT IN THE CHANNEL DURING LIDAR DATA COLLECTION, VARIATIONS ACROSS THE CHANNEL BED, OR CHANNEL ADJUSTMENTS AFTER 2019. BETWEEN STA. 23+00 AND STA. 27+70, 2025 SURVEY DATA WERE INCORPORATED INTO THE EXISTING SURFACE WHERE POSSIBLE TO ACCOUNT FOR DOCUMENTED STREAMBED GRAVEL LOSS BETWEEN DEBRIS JAM 1 AND DEBRIS JAM 2 THAT HAS OCCURRED SINCE 2019.



GRAYS 4C REACH OVERALL STREAM PROFILE

HORIZ. SCALE: 1" = 200'
VERT. SCALE: 1" = 20'

NSD CGS
Natural Systems Design + Coastal Geologic Services

COWLITZ INDIAN TRIBE

NICHOLAS JON TRESKOTT
STATE OF WASHINGTON
REGISTERED PROFESSIONAL ENGINEER
6083
04/10/2026

State of Washington
LICENSED GEOLOGIST
2042
04/10/2026

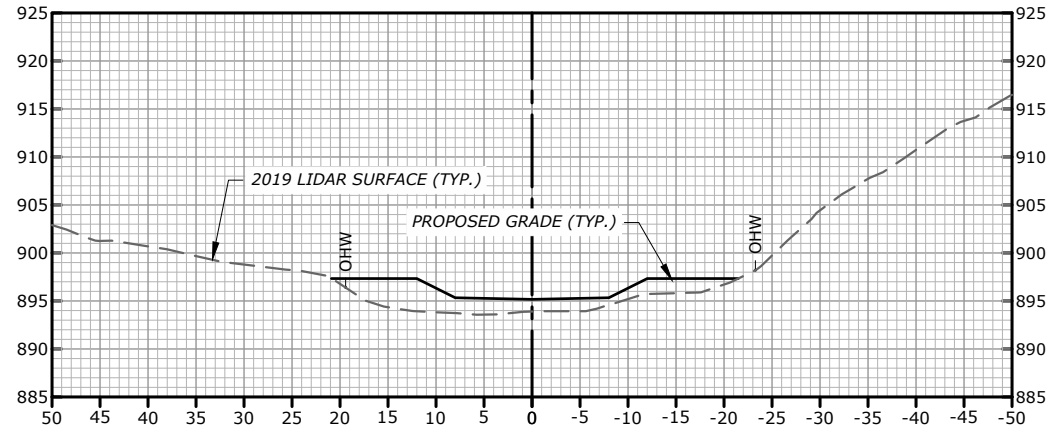
Michael P. Ericsson

COWLITZ INDIAN TRIBE
GRAYS RIVER 4C REACH RESTORATION
OVERALL STREAM PROFILE
CONSTRUCTION PLANS

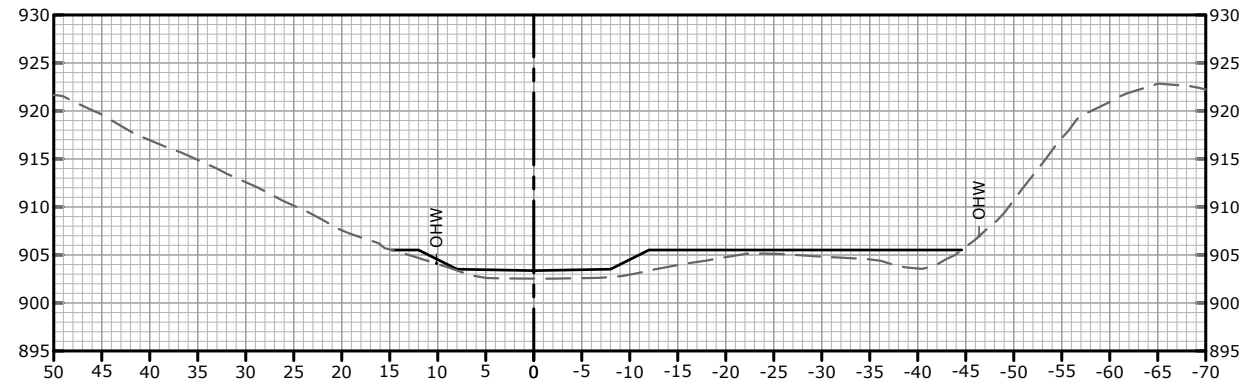
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COUNTY	PACIFIC
LATITUDE	46°28'06"N
LONGITUDE	123°26'53"W
TN/SC/RG	T11N/S5/R6W
DESIGN	JDS/MP DRAWN JDS/MP
CHECK	KME/JNT CHECK KME/JNT

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IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING IS NOT PLOTTED TO ORIGINAL SCALE.

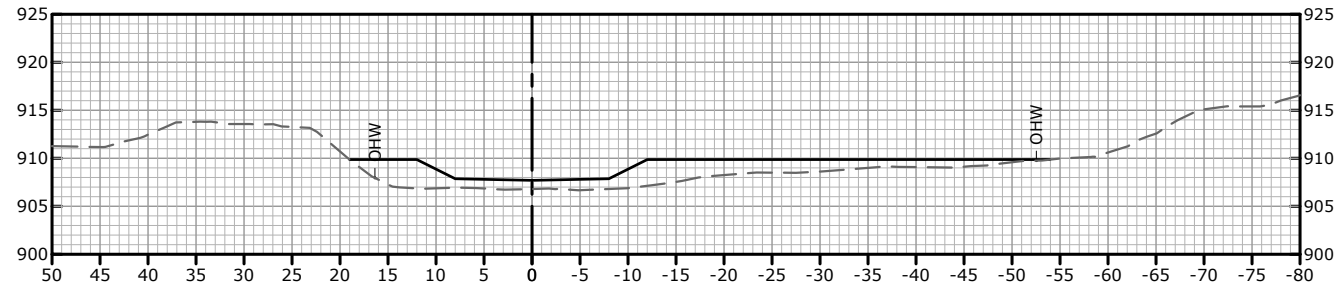
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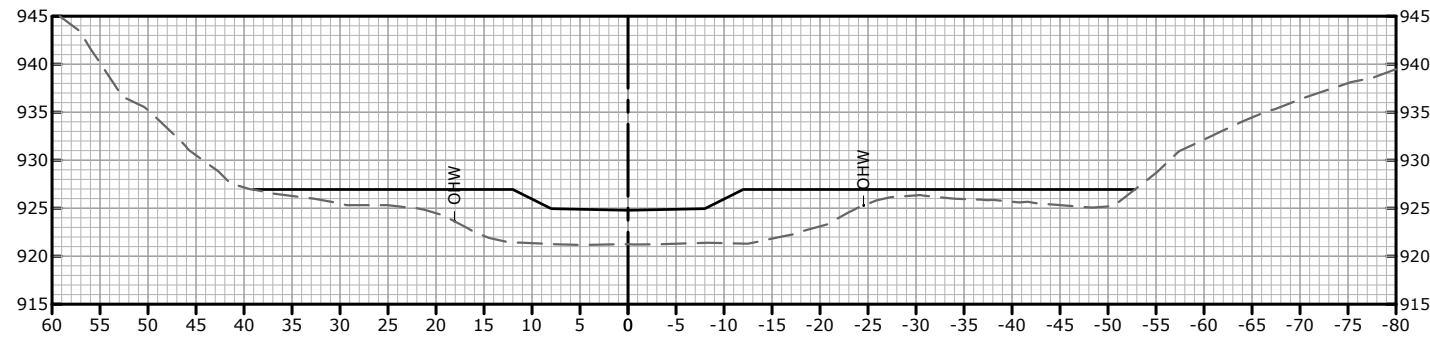
SECTION 1 (STA 3+00) - UPSTREAM OF BEDROCK FALLS
SCALE: 1" = 10'



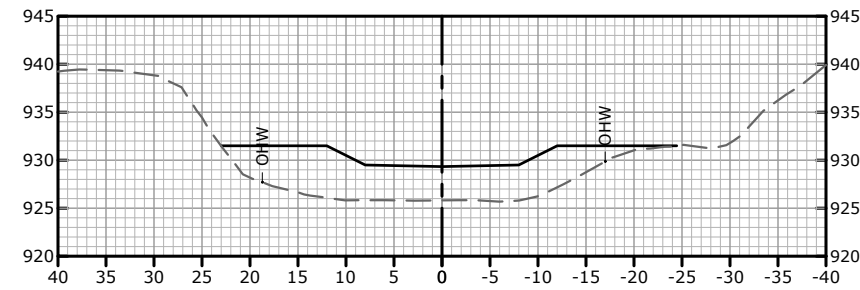
SECTION 2 (STA 6+00) - DOWNSTREAM OF DECOMMISSIONED BRIDGE
SCALE: 1" = 10'



SECTION 3 (STA 8+00) - UPSTREAM OF DECOMMISSIONED BRIDGE
SCALE: 1" = 10'



SECTION 4 (STA 16+00) - FILL AREA
SCALE: 1" = 10'



SECTION 5 (STA 18+00) - FILL AREA
SCALE: 1" = 10'

NOTES

1. SECTIONS SHOWN ON THIS SHEET ARE INTENDED TO DISPLAY A RANGE OF REPRESENTATIVE CHANNEL SECTIONS UNDER PROPOSED CONDITIONS. NOT ALL POTENTIAL CHANNEL SECTIONS ARE DISPLAYED AND GRDING MAY BE ADJUSTED IN THE FIELD AT THE DIRECTION OF THE ENGINEER.
2. GRADING UPSTREAM OF THE DEBRIS JAMS WILL CONSIST PRIMARILY OF EXCAVATION. GRADING DOWNSTREAM OF THE DEBRIS JAMS WILL CONSIST PRIMARILY OF FILL PLACEMENT.
3. FLOODPLAIN TREES SHALL NOT BE DISTURBED BY EXCAVATION OR FILL PLACEMENT. ADJUST CHANNEL AND FLOODPLAIN GEOMETRY AS NECESSARY TO MINIMIZE IMPACTS TO VEGETATED FLOODPLAINS.



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COWLITZ



INDIAN TRIBE

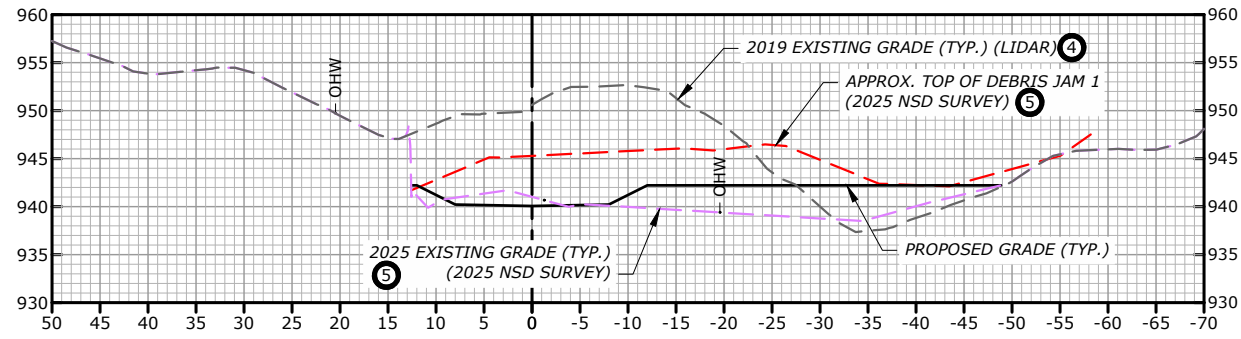


Michael P. Ericsson

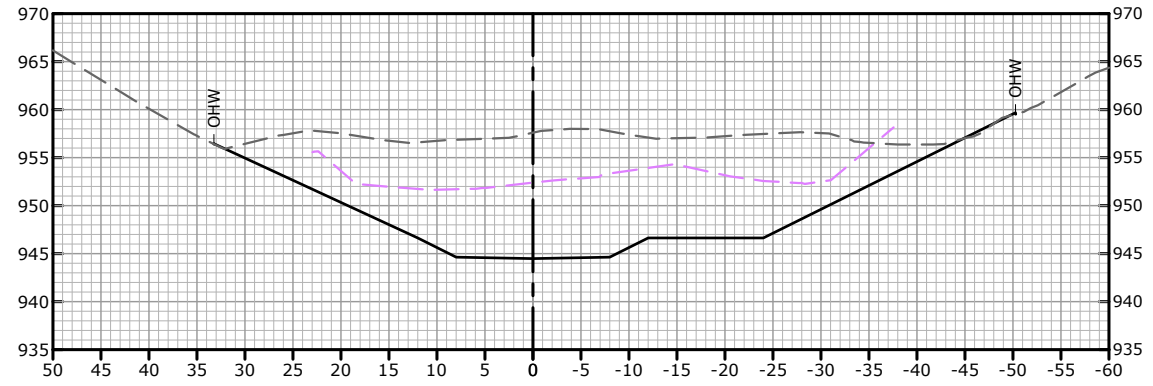
COWLITZ INDIAN TRIBE
GRAYS RIVER 4C REACH RESTORATION
CHANNEL SECTIONS - FILL AREA
CONSTRUCTION PLANS

DATE: APRIL 2026
COUNTY: PACIFIC
LATITUDE: 46°28'06"N
LONGITUDE: 123°26'53"W
TN/SC/RG: T11N/S5/R6W
DESIGN: JDS/MP DRAWN: JDS/MP
CHECK: MPE/NJT

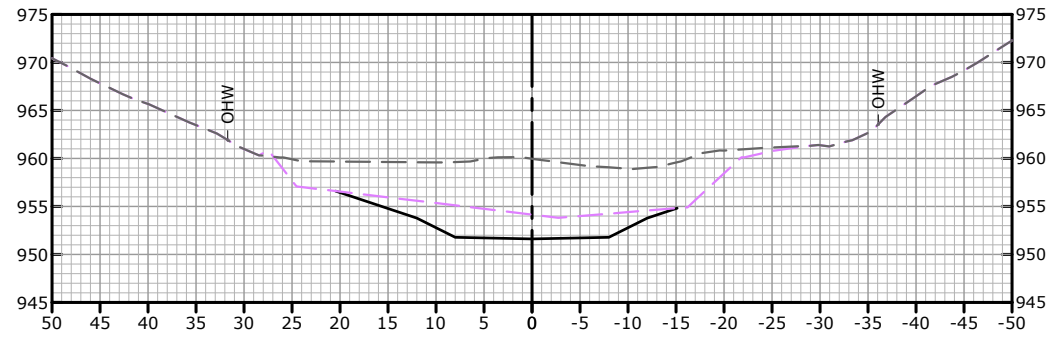
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1" THEN DRAWING IS NOT
PLOTTED TO ORIGINAL SCALE.



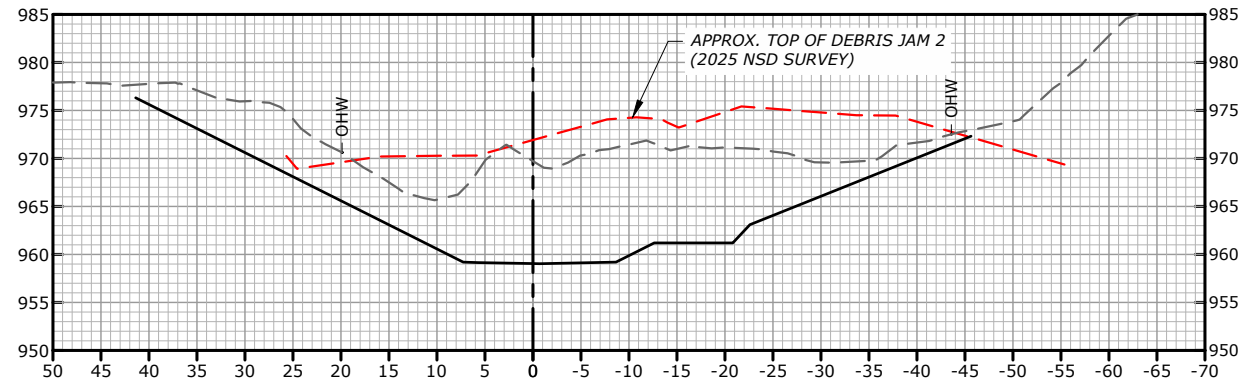
SECTION 6 (STA 22+00) - DEBRIS JAM 1
SCALE: 1" = 10'



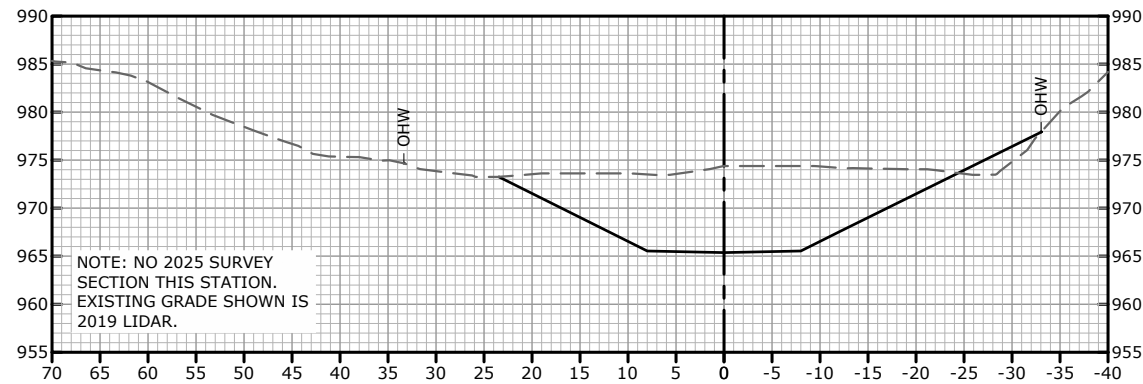
SECTION 7 (STA 24+00) - STREAMBED GRAVEL WEDGE 1
SCALE: 1" = 10'



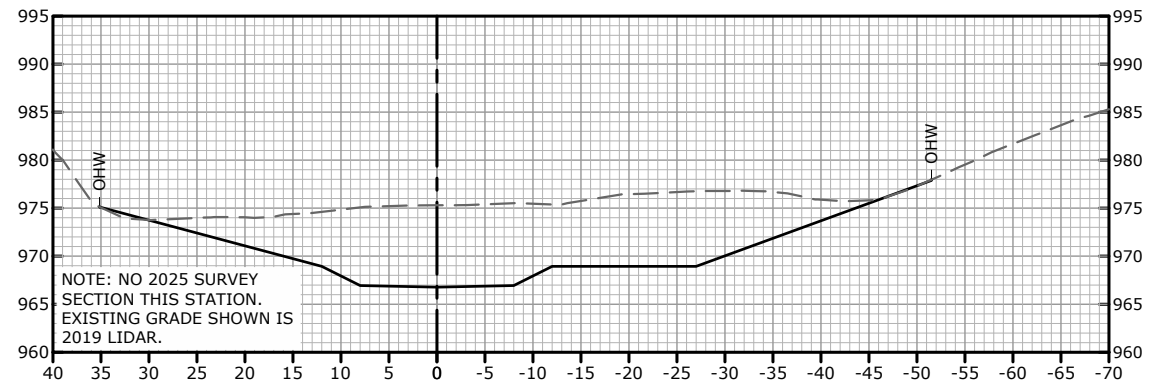
SECTION 8 (STA 27+00) - STREAMBED GRAVEL WEDGE 1
SCALE: 1" = 10'



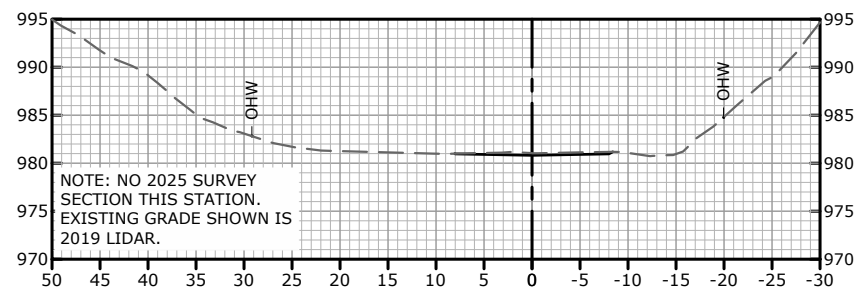
SECTION 9 (STA 30+00) - DEBRIS JAM 2
SCALE: 1" = 10'



SECTION 10 (STA 32+00) - STREAMBED GRAVEL WEDGE 2
SCALE: 1" = 10'



SECTION 11 (STA 33+00) - STREAMBED GRAVEL WEDGE 2
SCALE: 1" = 10'



SECTION 12 (STA 38+00) - STREAMBED GRAVEL WEDGE 2
SCALE: 1" = 10'

NOTES

- SECTIONS SHOWN ON THIS SHEET ARE INTENDED TO DISPLAY A RANGE OF REPRESENTATIVE CHANNEL SECTIONS UNDER PROPOSED CONDITIONS. NOT ALL POTENTIAL CHANNEL SECTIONS ARE DISPLAYED AND GRADING MAY BE ADJUSTED IN THE FIELD AT THE DIRECTION OF THE ENGINEER.
- GRADING UPSTREAM OF THE DEBRIS JAMS WILL CONSIST PRIMARILY OF EXCAVATION. GRADING DOWNSTREAM OF THE DEBRIS JAMS WILL CONSIST PRIMARILY OF FILL PLACEMENT.
- FLOODPLAIN TREES SHALL NOT BE DISTURBED BY EXCAVATION OR FILL PLACEMENT. ADJUST CHANNEL AND FLOODPLAIN GEOMETRY AS NECESSARY TO MINIMIZE IMPACTS TO VEGETATED FLOODPLAINS.
- SINCE 2019, A PARTIAL WASHOUT OF DEBRIS JAM 1 HAS OCCURRED RESULTING IN CHANGES TO THE HEIGHT AND COMPOSITION OF ACCUMULATED WOOD AND A SIGNIFICANT EVACUATION OF STREAMBED GRAVEL BETWEEN DEBRIS JAM 1 AND DEBRIS JAM 2. AS SUCH, 2019 LIDAR DATA AT DEBRIS JAM 1 AND BETWEEN THE TWO DEBRIS JAMS DIFFERS FROM 2025 SURVEY DATA COLLECTED BY NSD.
- SECTION 6 DISPLAYS BOTH THE SURVEYED TOP OF DEBRIS JAM (APPROX. TOP OF DEBRIS JAM, RED) AND THE SURVEYED BED ELEVATION (2025 EXISTING GRADE, PINK). WOOD ASSOCIATED WITH THE DEBRIS JAM LIKELY EXTENDS BELOW THE SURVEYED BED SURFACE.



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COWLITZ INDIAN TRIBE
GRAYS RIVER 4C REACH RESTORATION
CHANNEL SECTIONS - CUT AREA
CONSTRUCTION PLANS

DATE	APRIL 2026
COUNTY	PACIFIC
LATITUDE	46°28'06"N
LONGITUDE	123°26'53"W
TN/SC/RG	T11N/S5/R6W
DESIGN JDS/MP	DRAWN JDS/MP
CHECK/MP/INT	CHECK/MP/INT

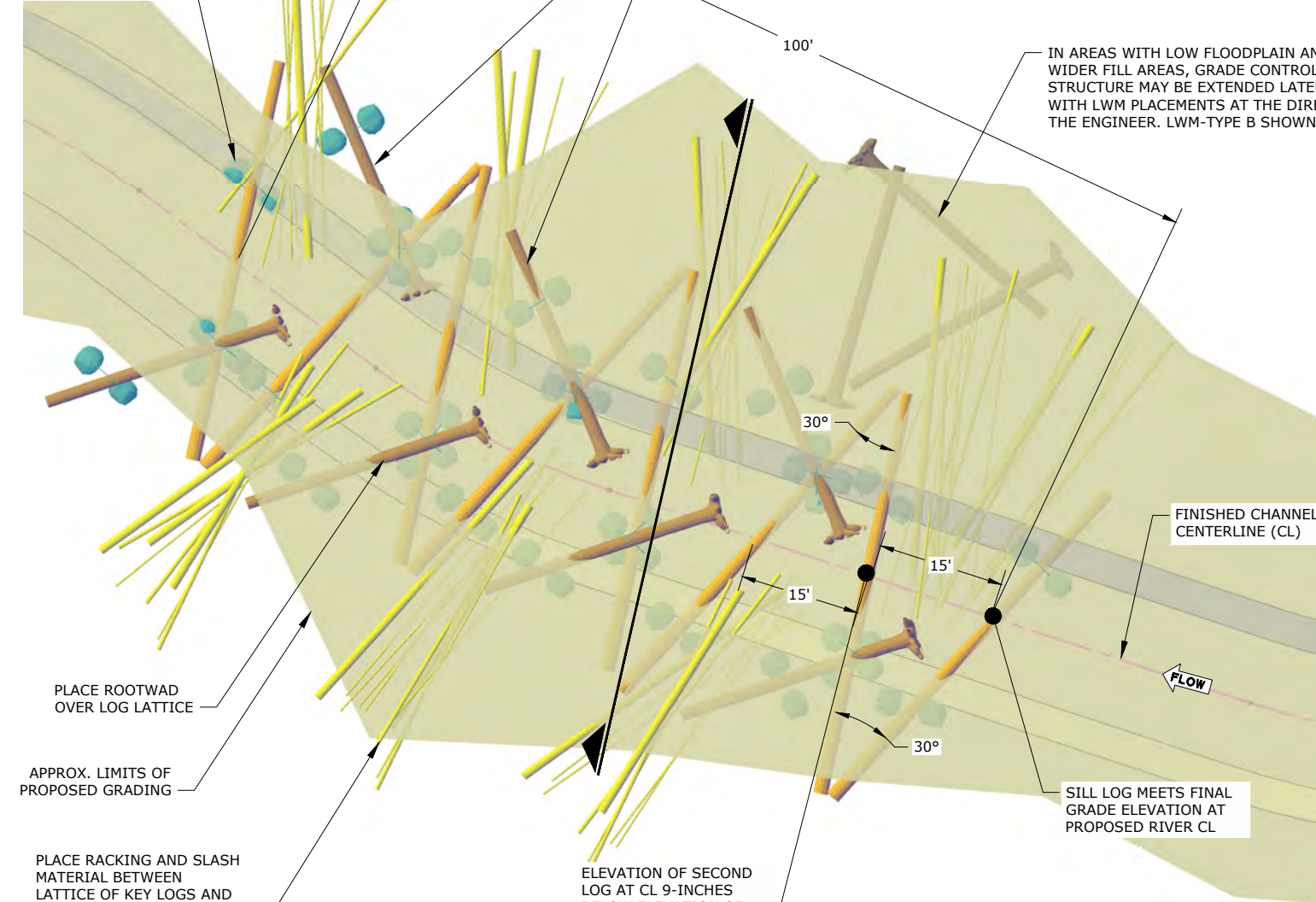
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IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING IS NOT PLOTTED TO ORIGINAL SCALE.

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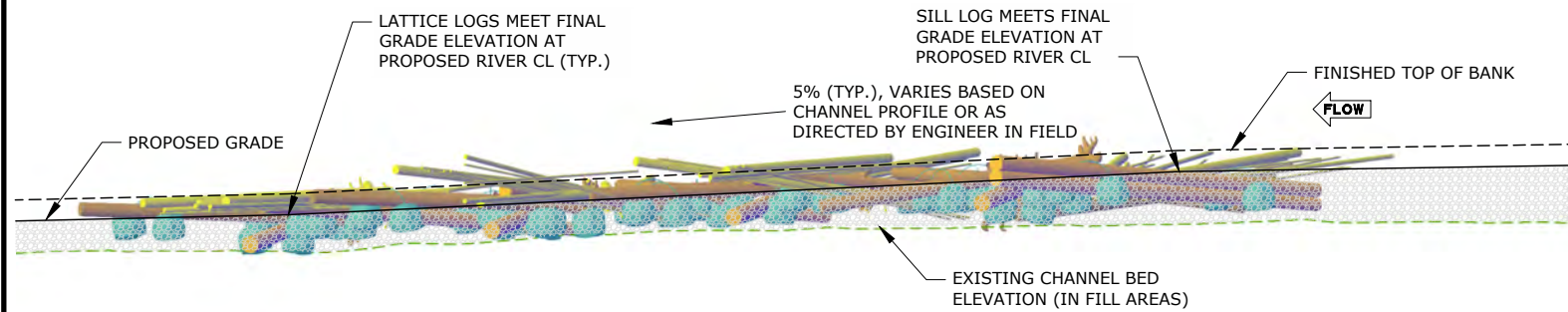
BOULDER COLLAR, LOG TO BEDROCK CONNECTION, OR EQUIVALENT; SEE SHEETS 24 AND 25 (TYP.)

PITCH OF ROOTWADS VARIES. IN AREAS OUTSIDE OF GRADING LIMITS, ROOTWADS SHALL BE LAID ON ADJACENT EG; OTHERWISE, RW ENDS SHALL BE BURIED.

IN AREAS WITH LOW FLOODPLAIN AND/OR WIDER FILL AREAS, GRADE CONTROL STRUCTURE MAY BE EXTENDED LATERALLY WITH LWM PLACEMENTS AT THE DIRECTION OF THE ENGINEER. LWM-TYPE B SHOWN.



GRADE CONTROL ELJ PLAN
SCALE: 1" = 10'



GRADE CONTROL ELJ PROFILE
SCALE: 1" = 10'

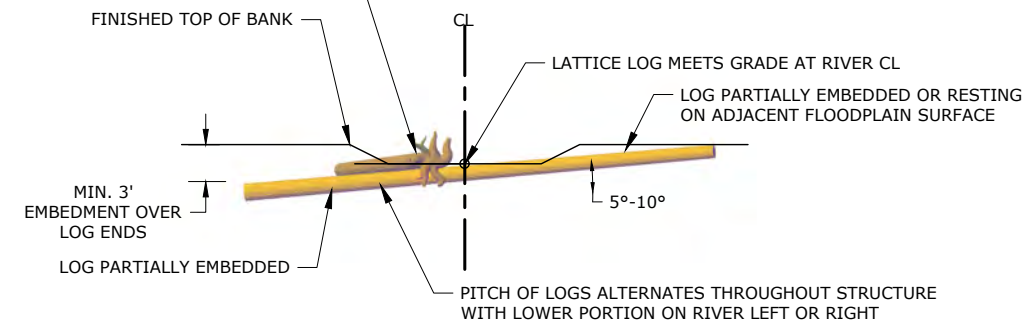
GRADE CONTROL ELJ
SCALE: AS SHOWN

NOTES

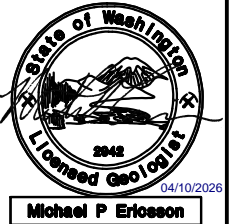
1. TOTAL ELEVATIONAL DROP THROUGH STRUCTURE EQUALS FIVE FEET.
2. STEPS BETWEEN LATTICE LOGS SHALL BE NO GREATER THAN 9-INCHES.
3. SILL LOGS MAY BE REPLACED WITH A LARGER DIAMETER SALVAGED LOG AT THE ENGINEER'S DIRECTION AND DISCRETION.
4. LOGS AND ROOTWADS USED TO CONSTRUCT GRADE CONTROL ELJS WILL BE PROVIDED BY THE OWNER. RACKING PIECES AND SLASH MATERIAL SHALL BE SALVAGED FROM DISASSEMBLY OF DEBRIS JAMS.

GRADE CONTROL ELJ MATERIAL SCHEDULE					
MATERIAL	APPROXIMATE DBH (INCHES)	APPROXIMATE LENGTH (FEET)	ROOTWAD (Y/N)	QUANTITY PER STRUCTURE	NOTES
LOG	16-22	50	N	9	OWNER-PROVIDED OR ON-SITE SALVAGED MATERIAL MAY BE UTILIZED; CONTRACTOR SHALL WORK WITH THE ENGINEER TO CONSTRUCT AN ELJ WITH AVAILABLE MATERIALS THAT MEETS THE INTENT OF THE DESIGN.
ROOTWAD	18-22	30	Y	7	
LOOSE RACKING	6-12	20-40	OPTIONAL	50-100	MATERIAL SALVAGED ON SITE.
SLASH	2-6	6-10	N/A	15-30 CY	
BOULDER COLLAR, LOG TO BEDROCK CONNECTION, OR COMBINATION	N/A	N/A	N/A	30	TYPE 4 BOULDERS SHALL BE USED FOR BOULDER COLLARS; WHERE BEDROCK IS PRESENT AND COMPETENT, BEDROCK ANCHORS SHALL BE USED AT THE DIRECTION OF THE ENGINEER.

ROOTWAD PLACED OVER LOWER PORTION OF LATTICE LOG, WITH LOG TIP PITCHED DOWNWARDS



GRADE CONTROL ELJ - LATTICE LOG - SECTION
SCALE: 1" = 10'



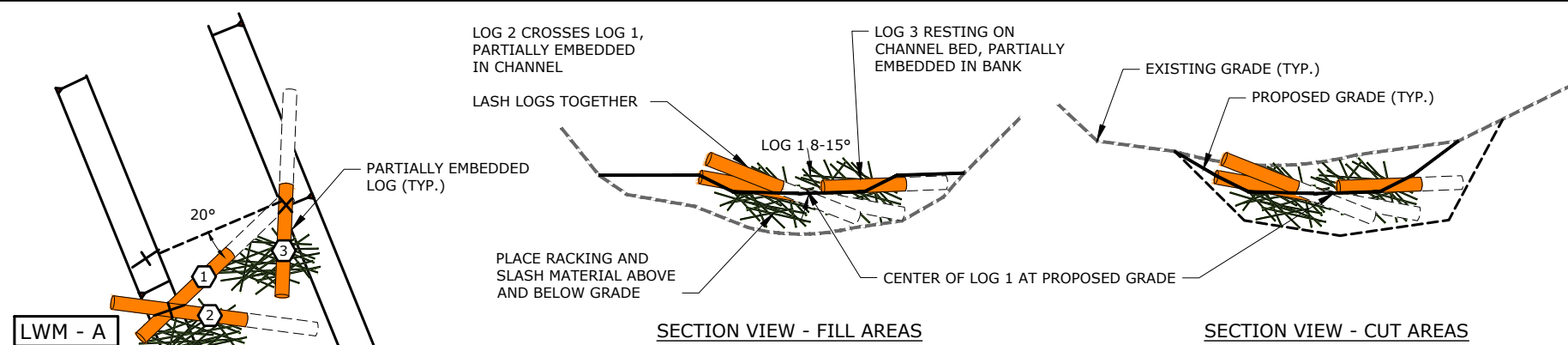
COWLITZ INDIAN TRIBE
GRAYS RIVER 4C REACH RESTORATION
GRADE CONTROL ELJ DETAIL
CONSTRUCTION PLANS

DATE: APRIL 2026
COUNTY: PACIFIC
LATITUDE: 46°28'06"N
LONGITUDE: 123°26'53"W
TN/SC/RG: T11N/S5/R6W
DESIGN: JDS/MP, DRAWN: JDS/MP
CHECK: MPE/INT, CHECK: MPE/INT

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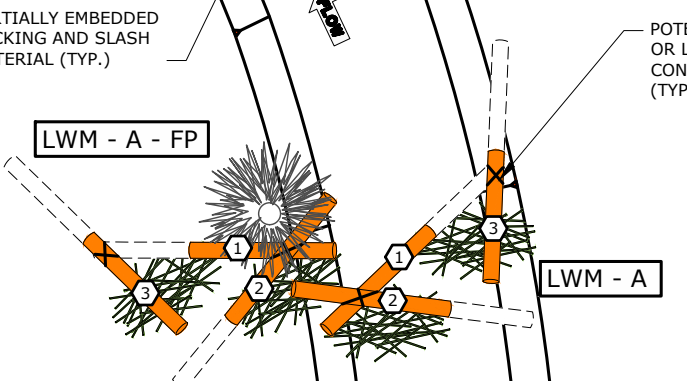
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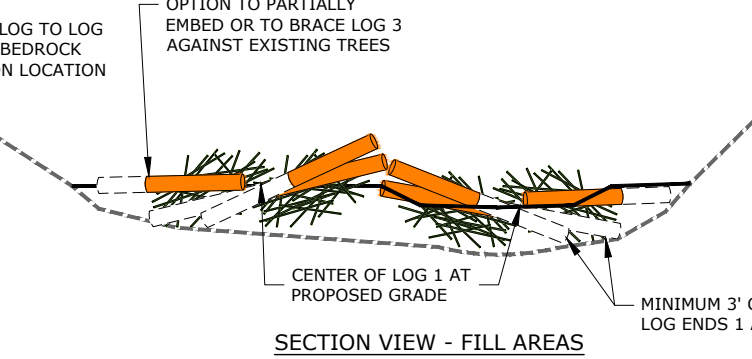
- NOTES**
- WOOD SHALL BE SALVAGED FROM DEBRIS JAMS AND FROM THE EXISTING BRIDGE. LENGTHS AND DIAMETERS VARY.
 - CONFIGURATIONS SHOWN ARE EXAMPLES AND WILL BE ADJUSTED TO FIT FIELD CONDITIONS.
 - TYPICALLY, LARGER DIAMETER (>3' DBH) SALVAGED LWM SHALL BE PLACED IN FILL AREAS WITH FILL DEPTHS >2.5' TO MINIMIZE OVEREXCAVATION.
 - KEY PIECES SHALL NOT BE PLACED PERPENDICULAR TO FLOW. ALL CHANNEL SPANNING LOGS SHALL BE ANGLED AND SKEWED.
 - EACH LWM-A PLACEMENT MAY HAVE UP TO 3 LOG TO BEDROCK AND/OR LOG TO LOG CONNECTIONS.
 - KEY PIECES MAY BE WEDGED BETWEEN EXISTING STANDING TREES TO PROVIDE ADDITIONAL STABILITY WHERE FEASIBLE AND AS DIRECTED BY THE ENGINEER.

SECTION VIEW - CUT AREAS

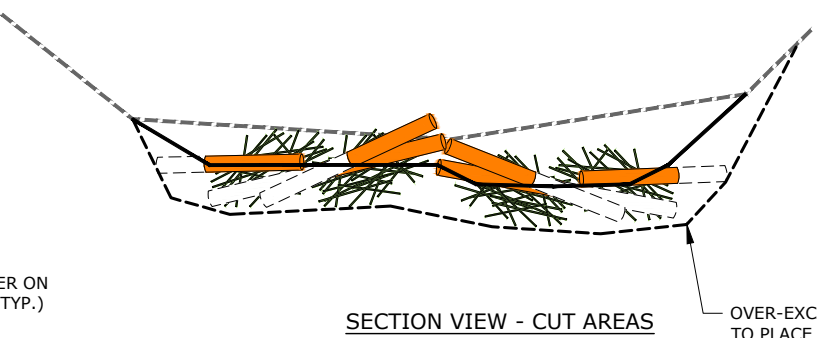


IN AREAS WITH A WIDER CHANNEL OR LOW FLOODPLAIN, IT MAY BE APPROPRIATE TO PLACE TWO STRUCTURES SIDE-BY-SIDE. STRUCTURE MAY BE MIRRORED TO SUIT FIELD CONDITIONS.

PLAN VIEW



SECTION VIEW - FILL AREAS



SECTION VIEW - CUT AREAS



EXAMPLE - NATURAL ANALOG



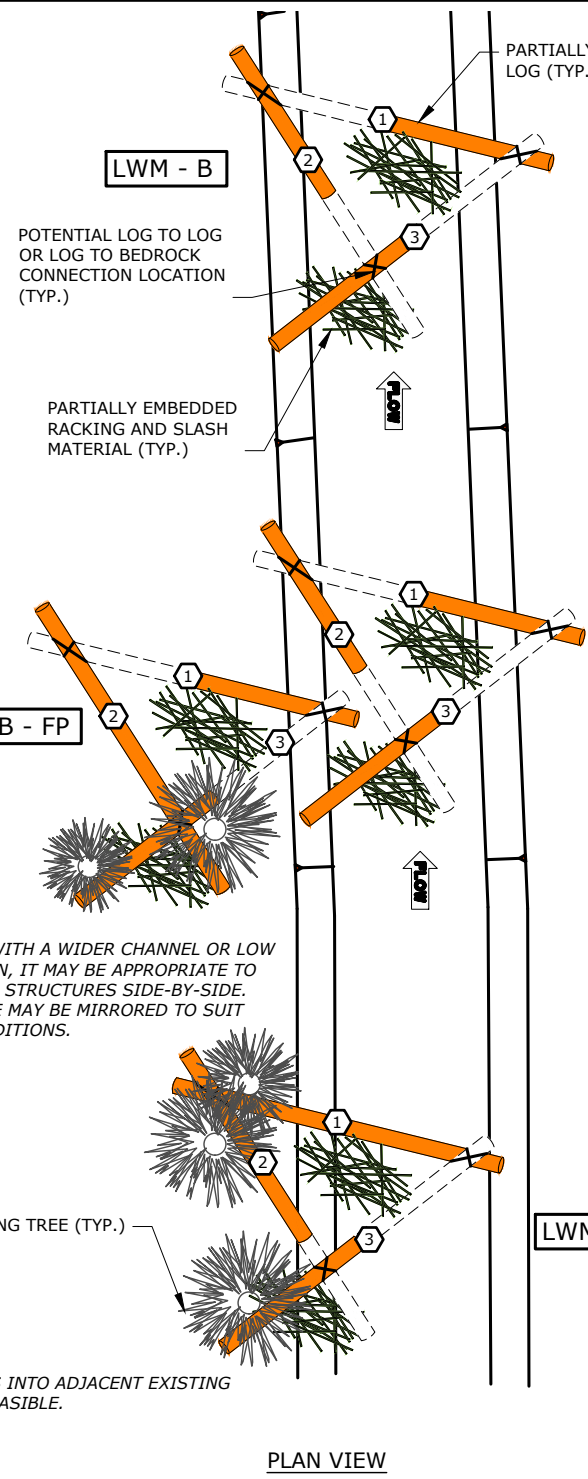
COWLITZ INDIAN TRIBE
 GRAYS RIVER 4C REACH RESTORATION
 LWM PLACEMENT - TYPE A DETAIL
 CONSTRUCTION PLANS

DATE	APRIL 2026
COUNTY	PACIFIC
LATITUDE	46°28'06"N
LONGITUDE	123°26'53"W
TN/SC/RG	T11N/S5/R6W
DESIGN	JDS/MP DRAWN JDS/MP
CHECK	MP/E/INT CHECK MP/E/INT

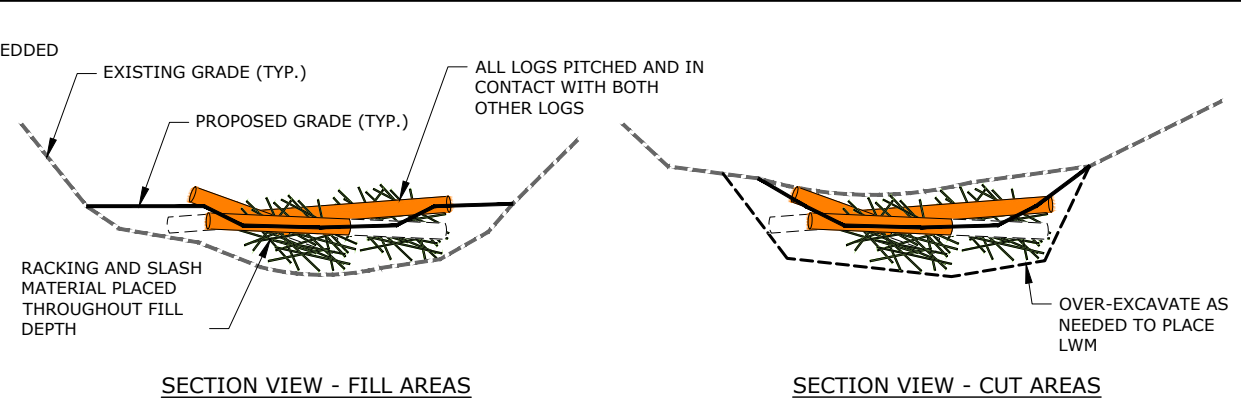
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 IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING IS NOT PLOTTED TO ORIGINAL SCALE.

LWM PLACEMENT - TYPE A
 SCALE: AS SHOWN

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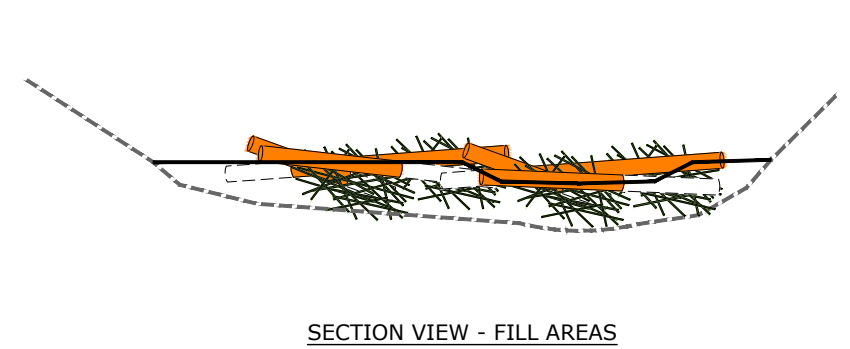


PLAN VIEW

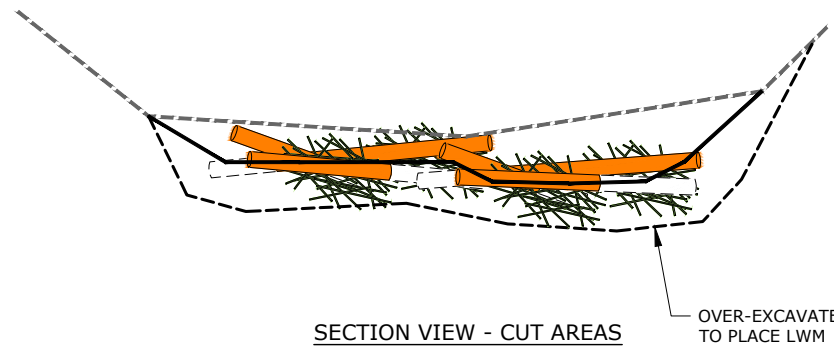


SECTION VIEW - FILL AREAS

SECTION VIEW - CUT AREAS



SECTION VIEW - FILL AREAS



SECTION VIEW - CUT AREAS

NOTES

1. WOOD SHALL BE SALVAGED FROM DEBRIS JAMS AND FROM THE EXISTING BRIDGE. LENGTHS AND DIAMETERS VARY.
2. CONFIGURATIONS SHOWN ARE EXAMPLES AND WILL BE ADJUSTED TO FIT FIELD CONDITIONS.
3. TYPICALLY, LARGER DIAMETER (>3' DBH) SALVAGED LWM SHALL BE PLACED IN FILL AREAS WITH FILL DEPTHS >2.5' TO MINIMIZE OVEREXCAVATION.
4. KEY PIECES SHALL NOT BE PLACED PERPENDICULAR TO FLOW. ALL CHANNEL SPANNING LOGS SHALL BE ANGLED AND SKEWED.
5. EACH LWM-B PLACEMENT MAY HAVE UP TO THREE LOG TO BEDROCK AND/OR LOG TO LOG CONNECTIONS.
6. KEY PIECES MAY BE WEDGED BETWEEN EXISTING STANDING TREES TO PROVIDE ADDITIONAL STABILITY WHERE FEASIBLE AND AS DIRECTED BY THE ENGINEER.



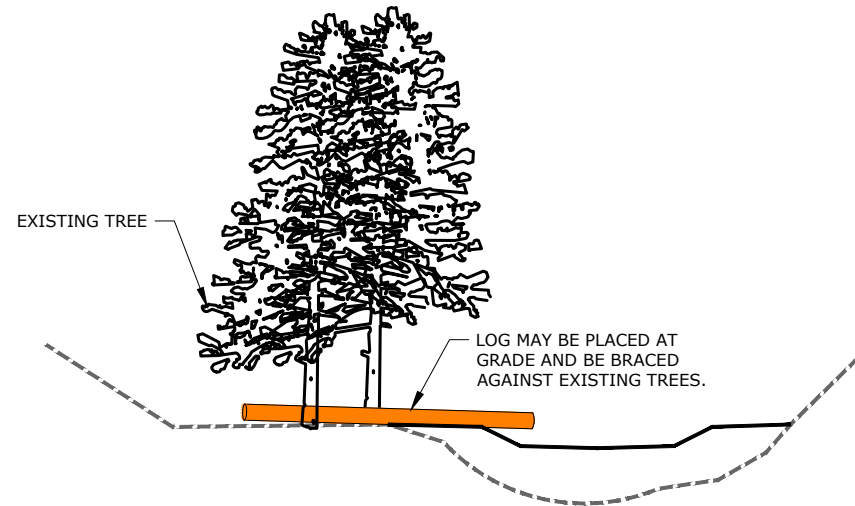
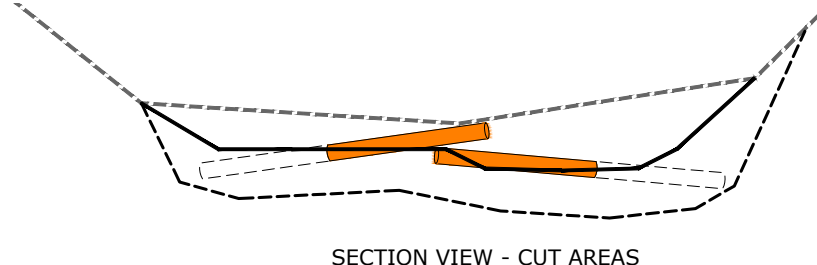
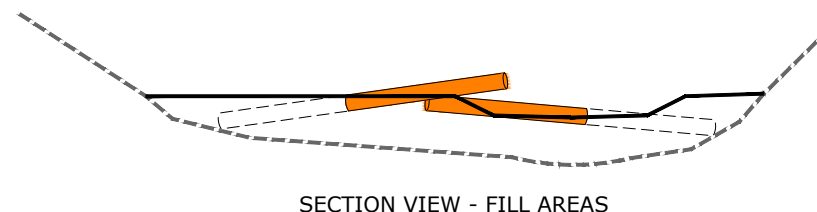
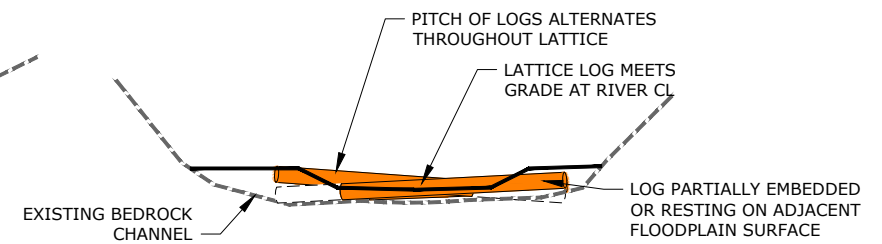
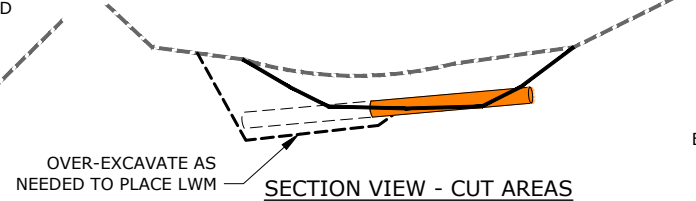
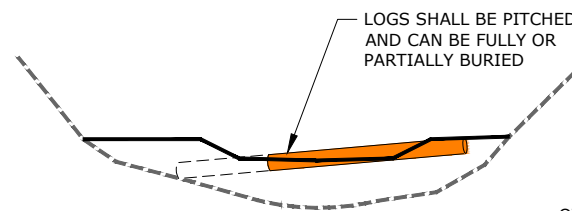
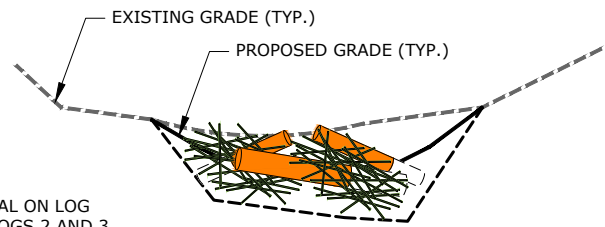
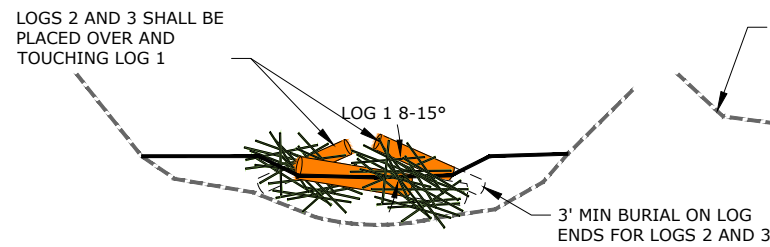
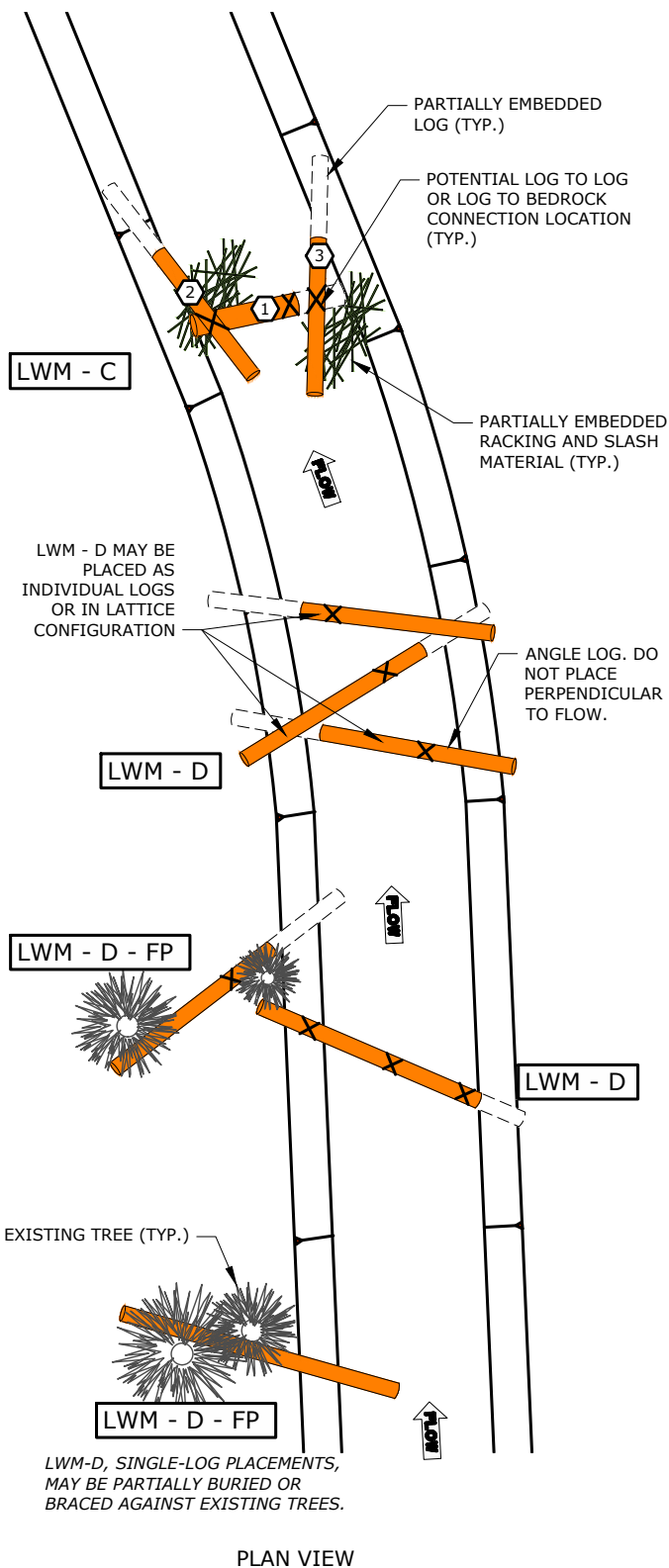
COWLITZ INDIAN TRIBE
 GRAYS RIVER 4C REACH RESTORATION
 LWM PLACEMENT - TYPE B DETAIL
 CONSTRUCTION PLANS

DATE	APRIL 2026
COUNTY	PACIFIC
LATITUDE	46°28'06"N
LONGITUDE	123°26'53"W
TN/SC/RG	T11N/S5/R6W
DESIGN	JDS/MP
CHECK	MP/E/NJT
DRAWN	JDS/MP
CHECK	MP/E/NJT

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 IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING IS NOT PLOTTED TO ORIGINAL SCALE.

LWM PLACEMENT - TYPE B
 NTS

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- NOTES
1. WOOD SHALL BE SALVAGED FROM DEBRIS JAMS, WITHIN GRADING LIMITS, AND FROM THE EXISTING BRIDGE. LENGTHS AND DIAMETERS VARY.
 2. CONFIGURATIONS SHOWN ARE EXAMPLES AND WILL BE ADJUSTED TO FIT FIELD CONDITIONS.
 3. TYPICALLY, LARGER DIAMETER (>3' DBH) SALVAGED LWM SHALL BE PLACED IN FILL AREAS WITH FILL DEPTHS >2.5' TO MINIMIZE OVEREXCAVATION.
 4. KEY PIECES SHALL NOT BE PLACED PERPENDICULAR TO FLOW. ALL CHANNEL SPANNING LOGS SHALL BE ANGLED AND SKEWED.
 5. EACH LWM-C PLACEMENT MAY HAVE UP TO 3 LOG TO BEDROCK AND/OR LOG TO LOG CONNECTIONS.
 6. EACH LWM-D PLACEMENT MAY HAVE UP TO 3 LOG TO BEDROCK CONNECTIONS.
 6. KEY PIECES MAY BE WEDGED BETWEEN EXISTING STANDING TREES TO PROVIDE ADDITIONAL STABILITY WHERE FEASIBLE AND AS DIRECTED BY THE ENGINEER.

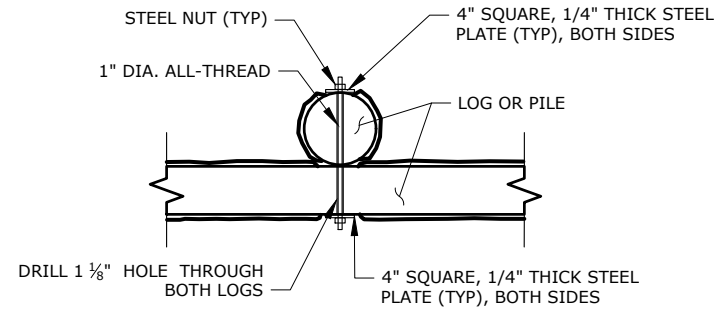
LWM PLACEMENT - TYPES C-D
NTS



COWLITZ INDIAN TRIBE
GRAYS RIVER 4C REACH RESTORATION
LWM PLACEMENT - TYPES C-D DETAILS
CONSTRUCTION PLANS

DATE	APRIL 2026
COUNTY	PACIFIC
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LONGITUDE	123°26'53"W
TN/SC/RG	T11N/S5/R6W
DESIGN	JDS/MP
DRAWN	JDS/MP
CHECK	MP/E/JNT
CHECK	MP/E/JNT

0 1
IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING IS NOT PLOTTED TO ORIGINAL SCALE.



NOTES

1. ALL THREADED ROD, CHAIN, STEEL PLATES, AND NUTS WILL BE FURNISHED BY THE OWNER.
2. ALL BARK SHALL BE REMOVED FROM BOTH LOGS AT THE CONNECTION POINT PRIOR TO INSTALLATION.
3. ENSURE THE LOGS TO BE CONNECTED ARE TOUCHING.
4. END OF THREADED ROD TO EXTEND 2" MAXIMUM BEYOND NUTS.
5. END OF THREADED ROD TO BE PEENED TO PREVENT NUT FROM BACKING OFF THE BOLT.
6. TIGHTEN SUFFICIENTLY TO ELIMINATE GAP BETWEEN LOGS BUT NOT CRUSH BOLES.

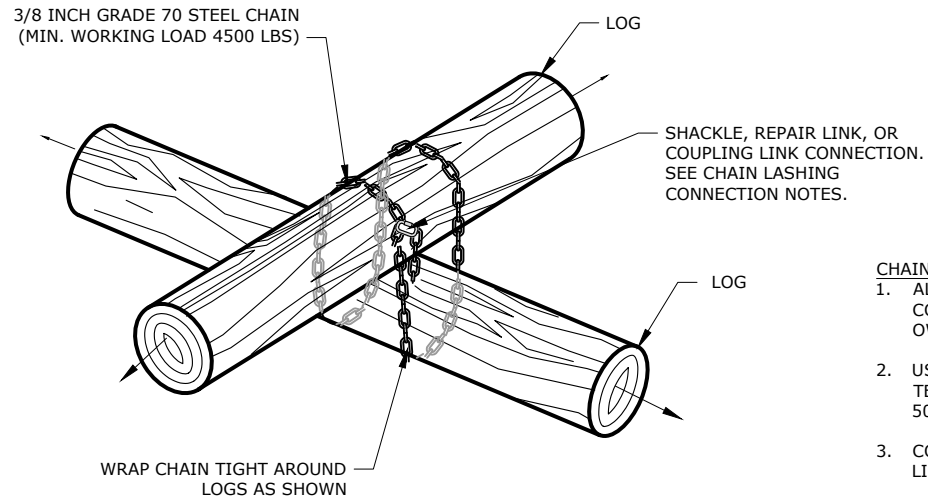
BOLTED CONNECTION

NTS

1
23

CROSS CHAIN LASHING

NTS



CHAIN LASHING CONNECTION NOTES

1. ALL CHAIN, SHACKLES, AND/OR REPAIR LINKS, AND/OR COUPLING LINK CONNECTIONS WILL BE FURNISHED BY THE OWNER.
2. USE RATCHET CHAIN BINDER OR OTHER APPROVED TENSIONING MECHANISM TO TIGHTEN CHAIN TO MINIMUM 500 LB TENSION.
3. CONNECT LOOSE ENDS OF CHAIN TOGETHER WITH REPAIR LINK, COUPLING LINK, OR EQUIVALENT.
4. SWITCH RATCHET CHAIN BINDER TO *OUT* SETTING AND SLOWLY RELEASE CHAIN BINDER SO AS NOT TO SHOCK LOAD THE NEWLY CONNECTED CHAIN. REMOVE RATCHET CHAIN BINDER.

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Natural Systems Design
+ Coastal Geologic Services

COWLITZ



INDIAN TRIBE



Michael P. Ericsson

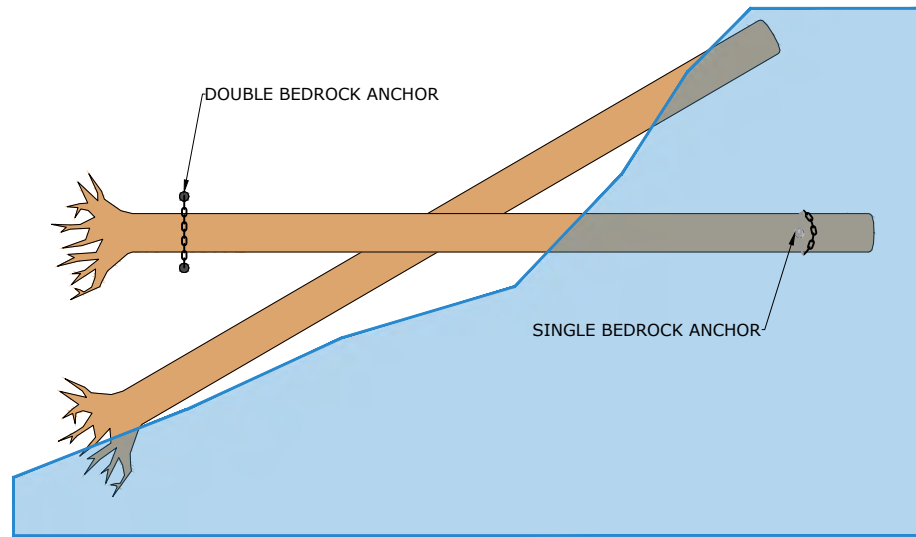
COWLITZ INDIAN TRIBE
GRAYS RIVER 4C REACH RESTORATION
LOG TO LOG CONNECTION DETAILS
CONSTRUCTION PLANS

DATE APRIL 2026
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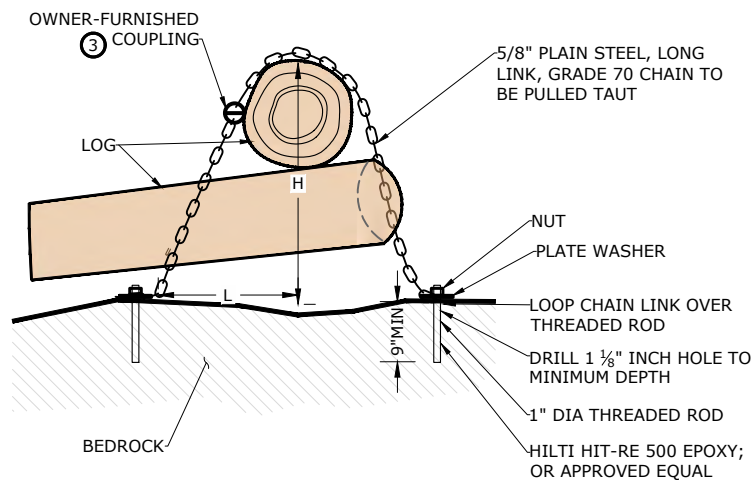
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23 OF 25

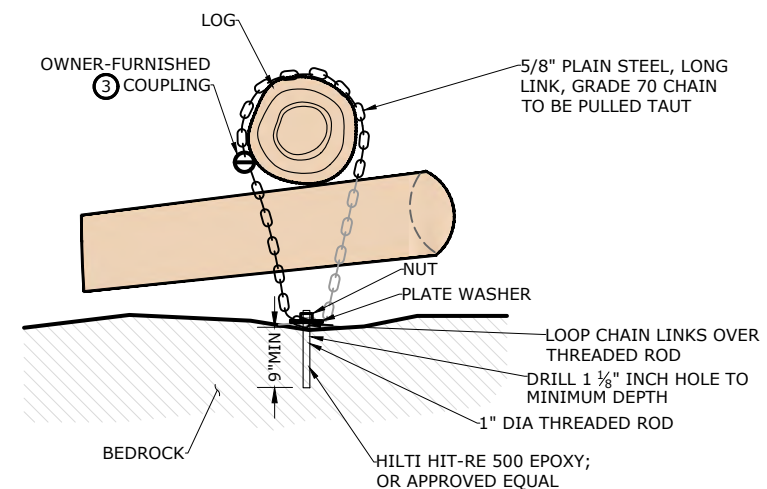
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PLAN VIEW

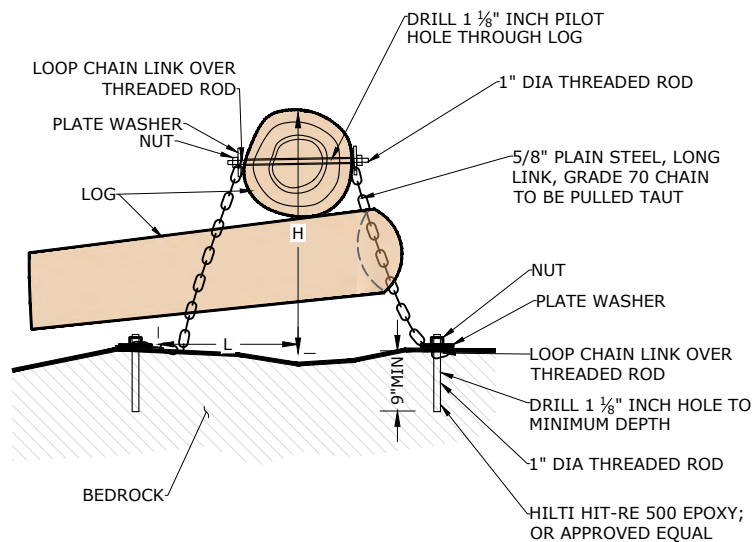


ELEVATION - DOUBLE ANCHOR OPTION

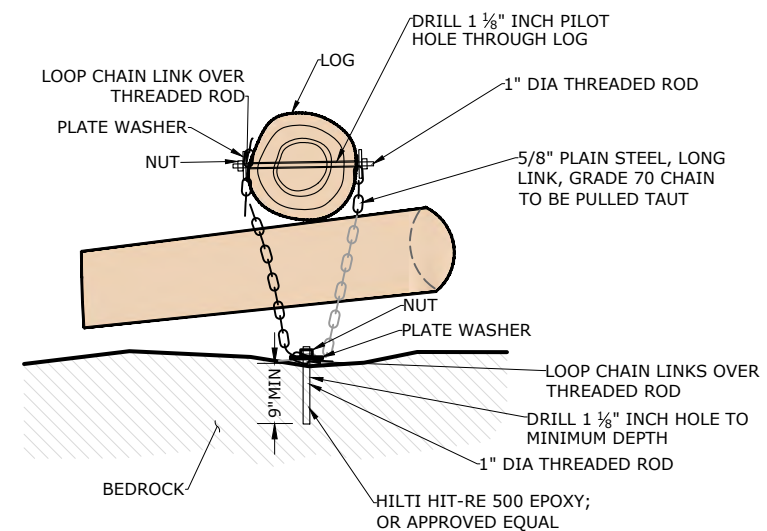


ELEVATION - SINGLE ANCHOR OPTION

THREADED ROD, CHAIN LOOP OPTION: DRY USE ONLY



ELEVATION - DOUBLE ANCHOR OPTION

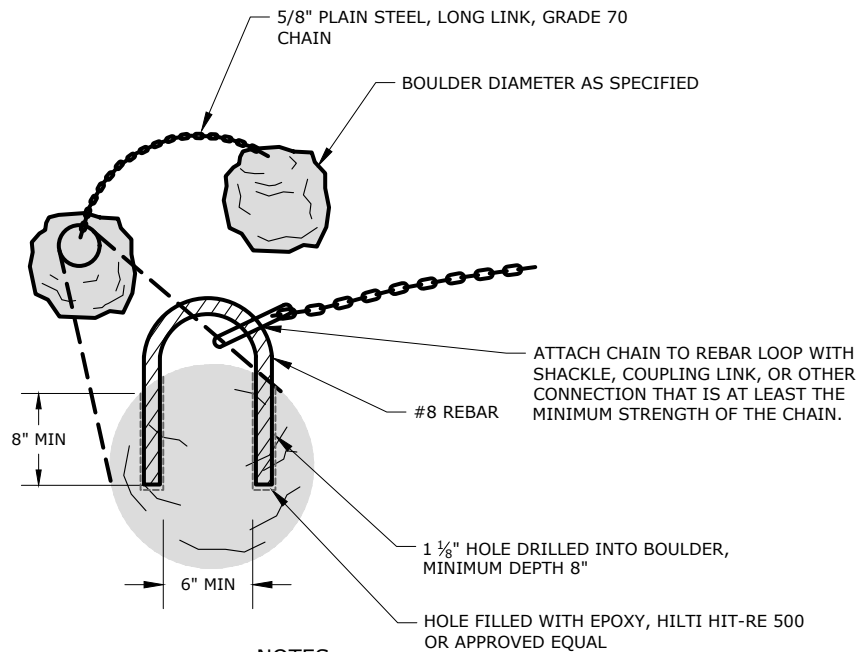


ELEVATION - SINGLE ANCHOR OPTION

THREADED ROD, THROUGH-BOLT OPTION: DRY USE ONLY

NOTES

1. ALL THREADED ROD, CHAIN, NUTS, WASHERS, COUPLINGS, AND EPOXY WILL BE FURNISHED BY THE OWNER.
2. CONTRACTOR SHALL INSTALL SINGLE - OR DOUBLE - BEDROCK ANCHORS AT LOCATIONS IDENTIFIED BY THE ENGINEER.
3. THREADED ROD SECURED WITH EPOXY SHALL ONLY BE INSTALLED IN LOCATIONS OUTSIDE OF THE WETTED CHANNEL OR ISOLATED FROM SURFACE WATERS; CONTRACTOR SHALL ENSURE THAT NO UNCURED EPOXY IS INTRODUCED TO SENSITIVE AREAS.
4. THOROUGHLY CLEAN THE DRILLED HOLE TO REMOVE ALL DUST AND DEBRIS. SEE SPECIAL PROVISIONS.
5. THOROUGHLY CLEAN AND DRY ALL EPOXY BONDING SURFACES. SEE SPECIAL PROVISIONS.
6. ADD EPOXY TO THE PREPARED HOLE PER MANUFACTURER'S INSTRUCTIONS INCLUDING REQUIRED MIXING AND WASTAGE. THE VOLUME OF EPOXY ADDED SHALL BE SUCH THAT WHEN THE THREADED ROD IS INSERTED, A SMALL AMOUNT OF EPOXY OOOZES FROM THE TOP OF THE PREPARED HOLE AROUND THE ENTIRE CIRCUMFERENCE OF THE THREADED ROD.
7. ALLOW EPOXY TO FULLY CURE PER MANUFACTURER'S INSTRUCTIONS PRIOR TO NUT/WASHER INSTALLATION AND TIGHTENING.
8. TRIM EXCESS THREADED ROD TO EXTEND 2" MAXIMUM BEYOND NUTS AND PEEN EXPOSED THREADS.
9. CHAIN SHALL BE PULLED TAUT WITH A CHAIN BINDER BEFORE APPLYING COUPLING TO MAINTAIN TENSION IN THE COMPLETED ASSEMBLY.
10. PLACE INDIVIDUAL ANCHORS SUCH THAT THE RATIO OF H/L IS LESS THAN OR EQUAL TO 2.

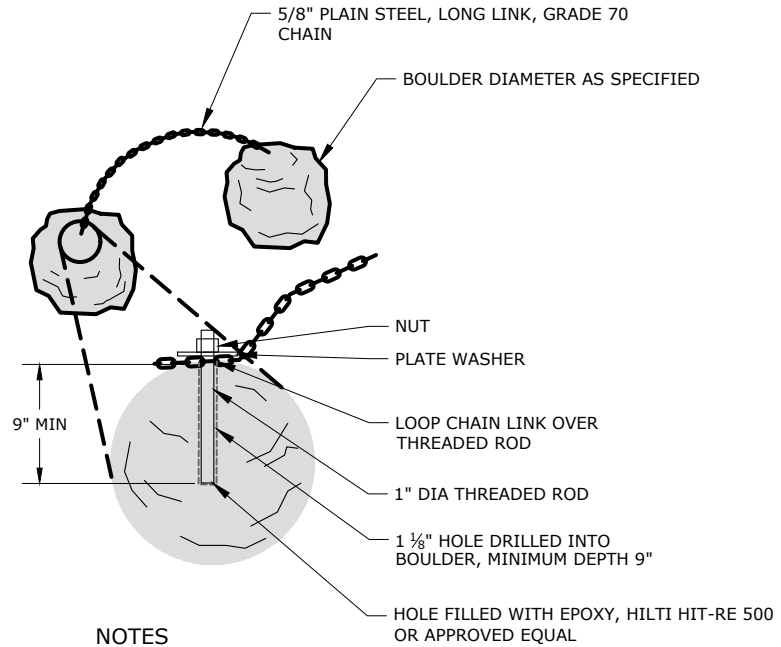


NOTES

1. ALL CHAIN, SHACKLES, AND/OR COUPLING LINKS, AND/OR OTHER CHAIN CONNECTIONS WILL BE FURNISHED BY THE OWNER. REBAR WILL BE PROCURED BY FORCE ACCOUNT IF THIS BOULDER COLLAR ATTACHMENT METHOD IS UTILIZED.
2. LENGTH OF CHAIN BETWEEN BOULDERS SHALL BE DETERMINED IN THE FIELD.
3. THOROUGHLY CLEAN DRILL HOLE AND ALL BONDING SURFACES PRIOR TO APPLICATION OF EPOXY AS DESCRIBED IN THE SPECIAL PROVISIONS.
4. ADD EPOXY TO THE PREPARED HOLE PER MANUFACTURER'S INSTRUCTIONS INCLUDING REQUIRED MIXING AND WASTAGE. THE VOLUME OF EPOXY ADDED SHALL BE SUCH THAT WHEN THE REBAR IS INSERTED, A SMALL AMOUNT OF EPOXY Oozes FROM THE TOP OF THE PREPARED HOLE AROUND THE ENTIRE CIRCUMFERENCE OF THE REBAR.
5. ALLOW EPOXY TO FULLY CURE PER MANUFACTURER'S INSTRUCTIONS.

BOULDER COLLAR - CHAIN WITH REBAR ATTACHMENT
NTS

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NOTES

1. ALL CHAIN, THREADED ROD, WASHERS, NUTS, SHACKLES, AND/OR COUPLING LINKS, AND/OR OTHER CHAIN CONNECTIONS WILL BE FURNISHED BY THE OWNER.
2. LENGTH OF CHAIN BETWEEN BOULDERS SHALL BE DETERMINED IN THE FIELD.
3. THOROUGHLY CLEAN DRILL HOLE AND ALL BONDING SURFACES PRIOR TO APPLICATION OF EPOXY AS DESCRIBED IN THE SPECIAL PROVISIONS.
4. ADD EPOXY TO THE PREPARED HOLE PER MANUFACTURER'S INSTRUCTIONS INCLUDING REQUIRED MIXING AND WASTAGE. THE VOLUME OF EPOXY ADDED SHALL BE SUCH THAT WHEN THE THREADED ROD IS INSERTED, A SMALL AMOUNT OF EPOXY Oozes FROM THE TOP OF THE PREPARED HOLE AROUND THE ENTIRE CIRCUMFERENCE OF THE THREADED ROD.
5. ALLOW EPOXY TO FULLY CURE PER MANUFACTURER'S INSTRUCTIONS PRIOR TO NUT/WASHER INSTALLATION AND TIGHTENING.
6. TRIM EXCESS THREADED ROD TO 2" MAXIMUM BEYOND NUTS AND PEEN EXPOSED THREADS.

BOULDER COLLAR - CHAIN WITH THREADED ROD ATTACHMENT
NTS

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Natural Systems Design
+ Coastal Geologic Services

COWLITZ



INDIAN TRIBE



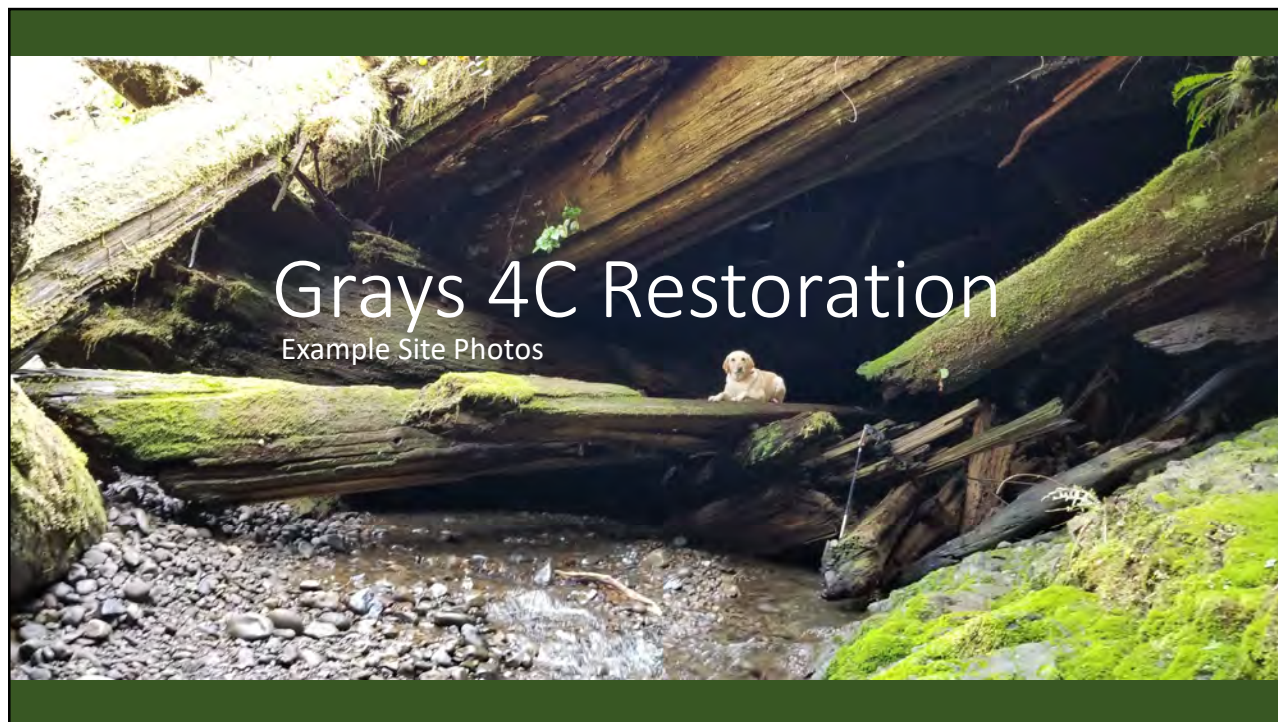
Michael P. Ericsson

COWLITZ INDIAN TRIBE
GRAYS RIVER 4C REACH RESTORATION
BOULDER COLLAR DETAILS
CONSTRUCTION PLANS

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COUNTY PACIFIC
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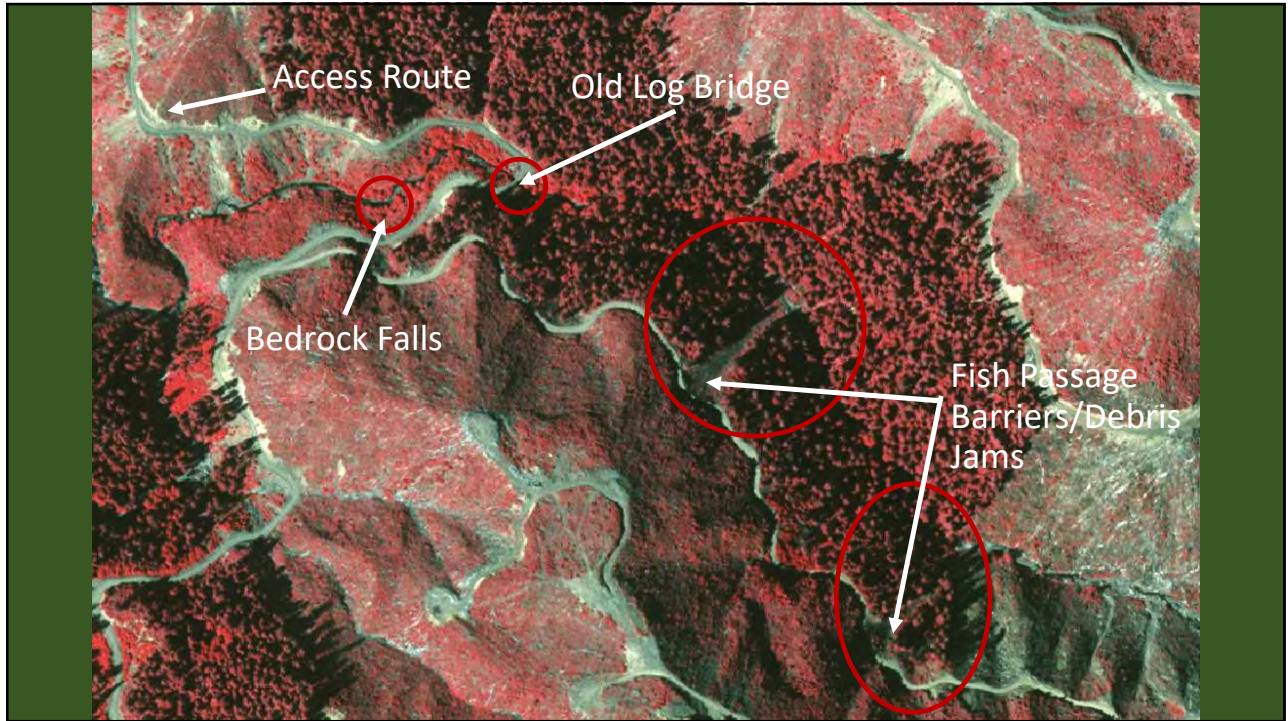
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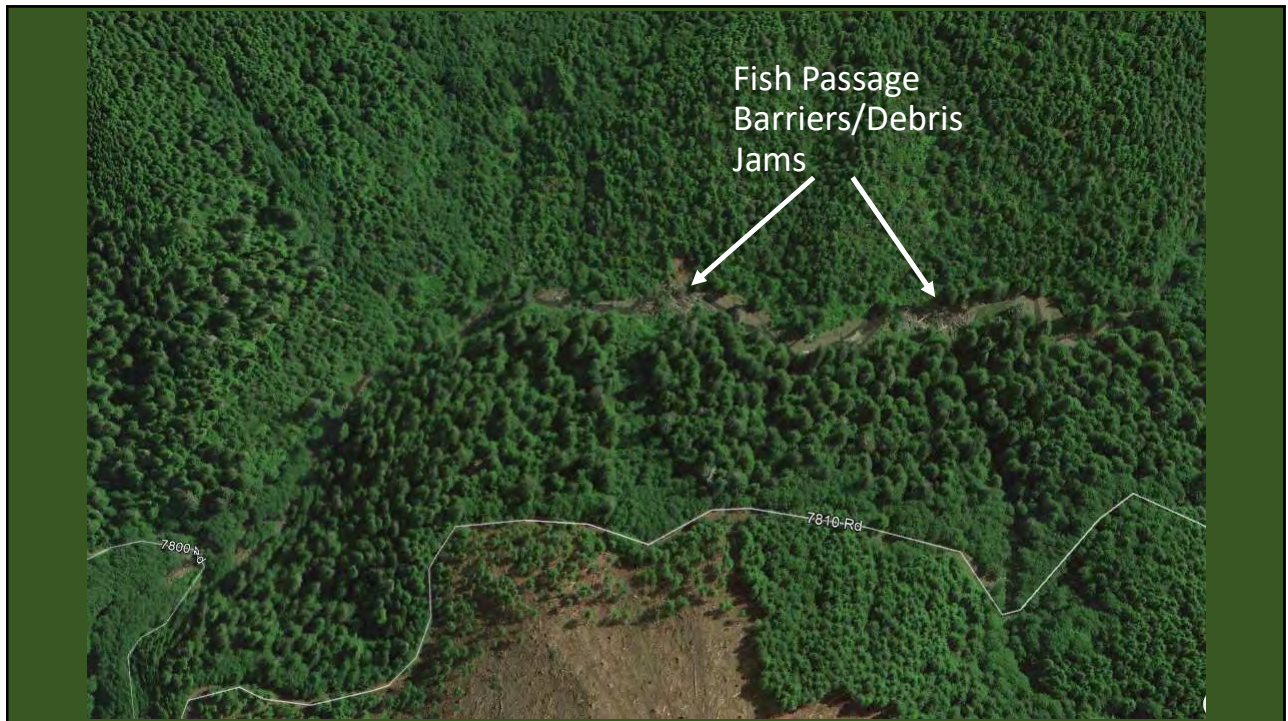
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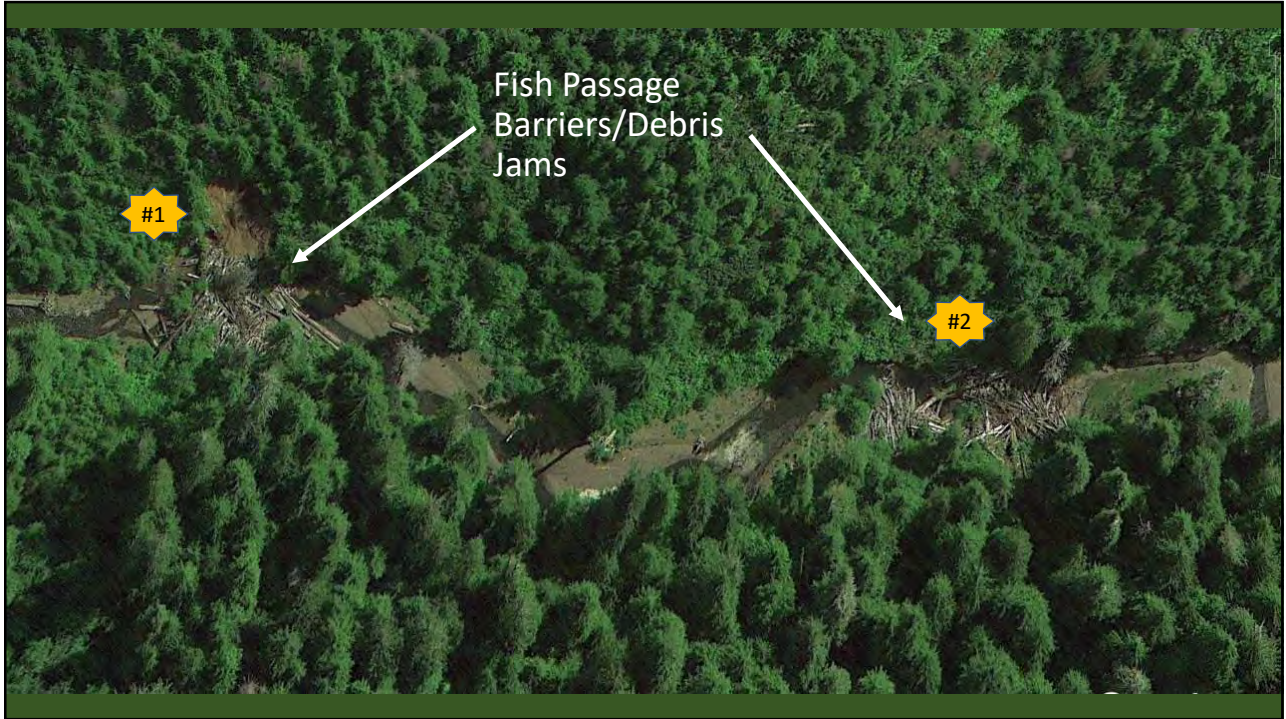
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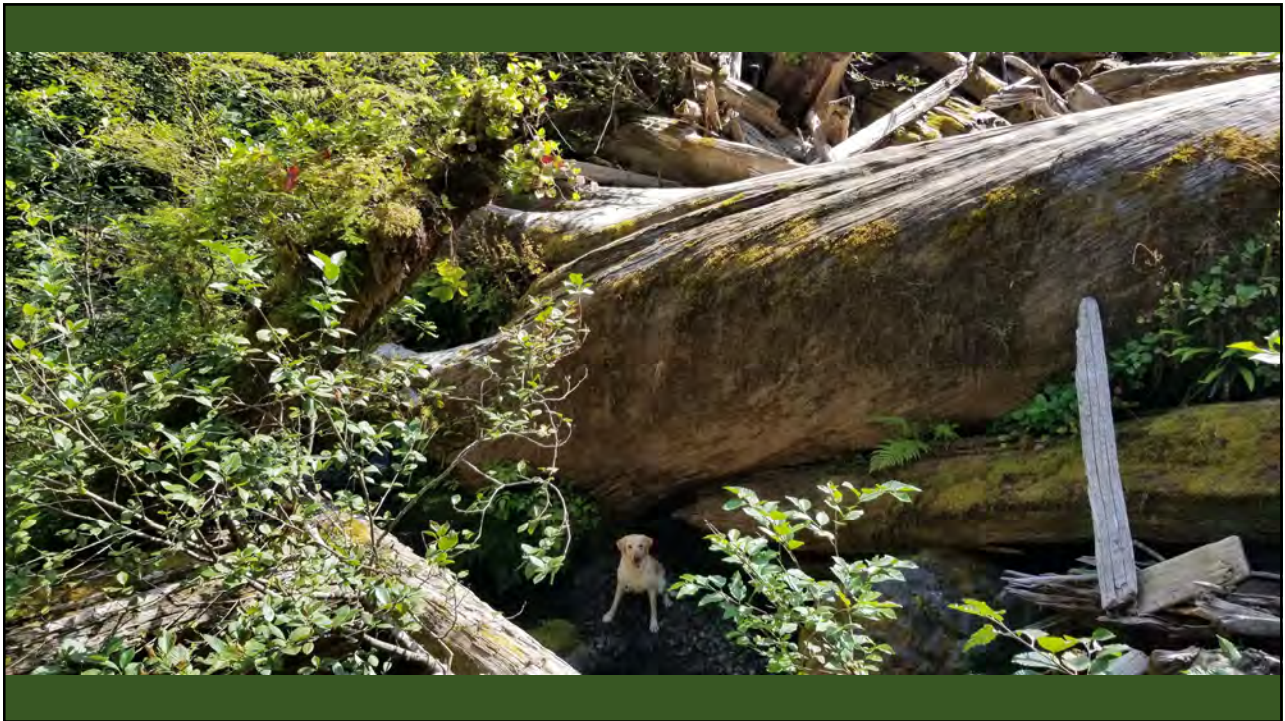
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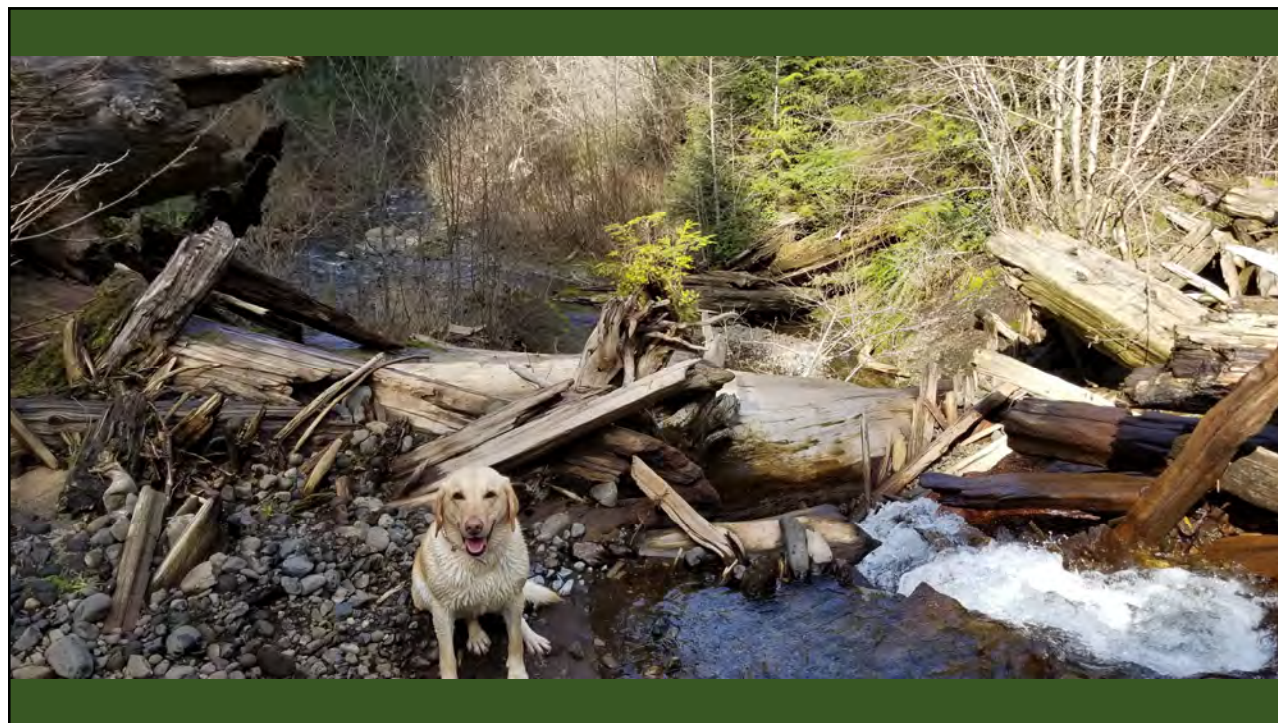
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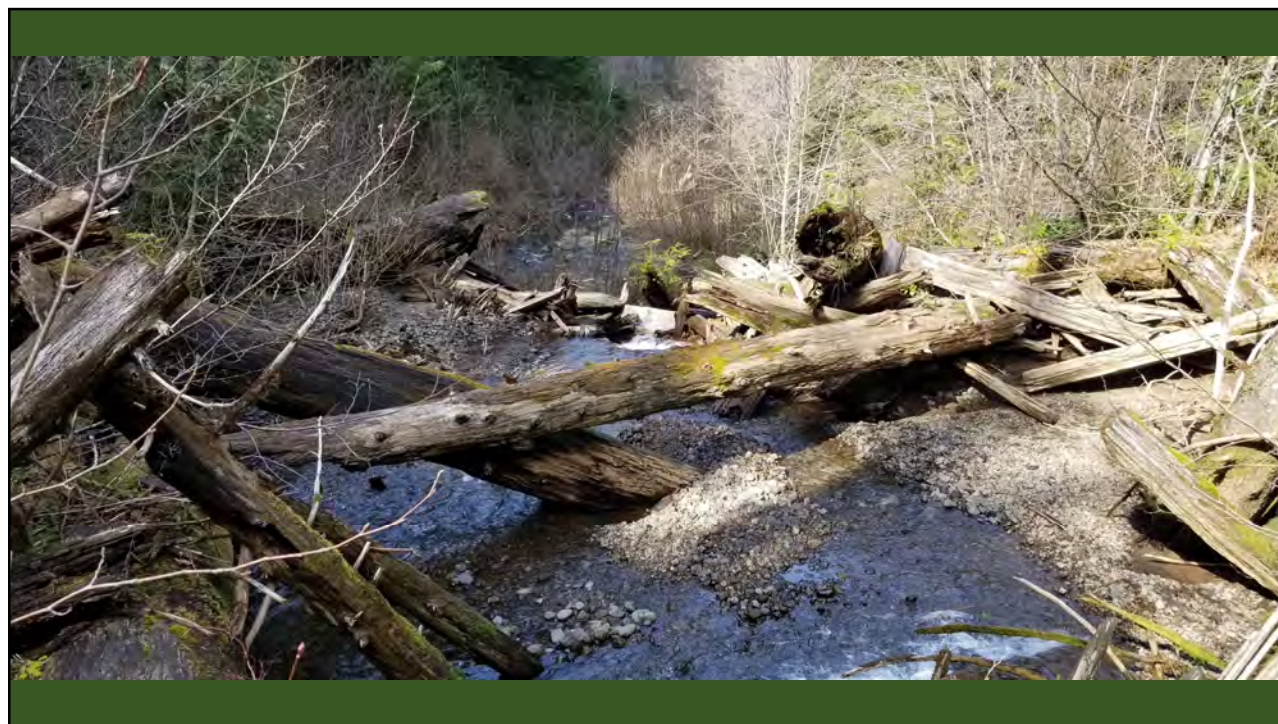
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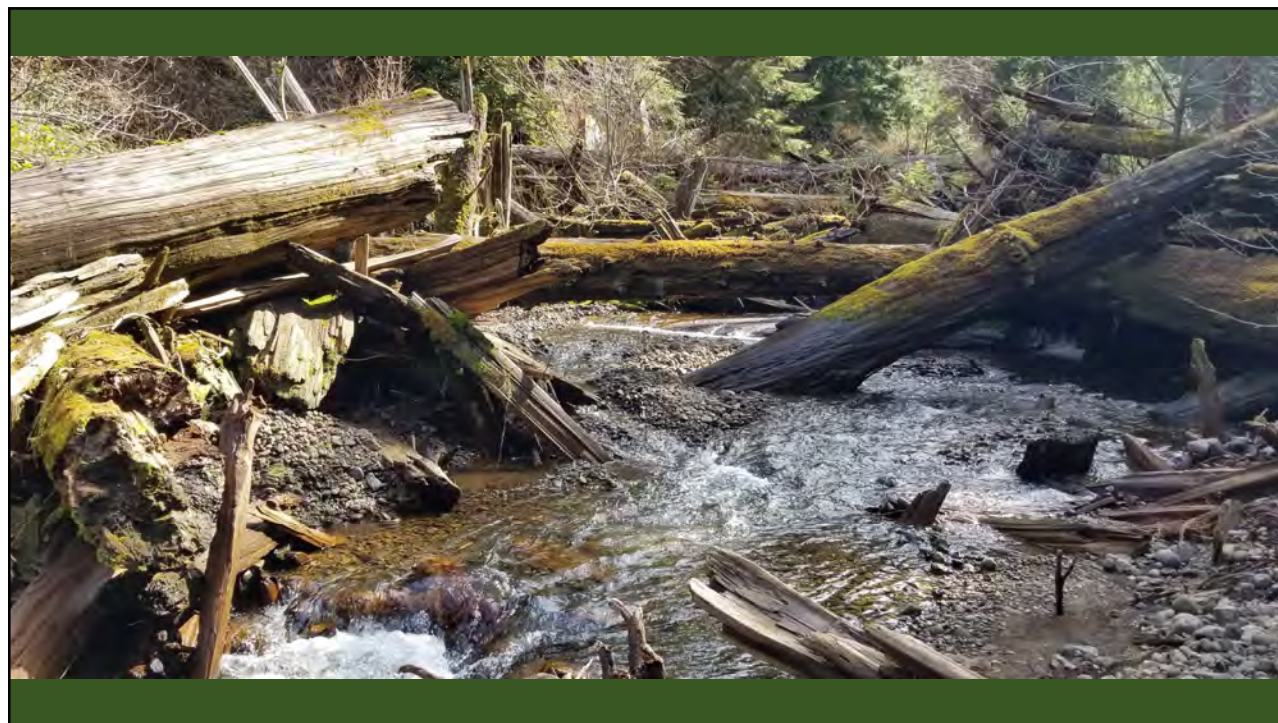
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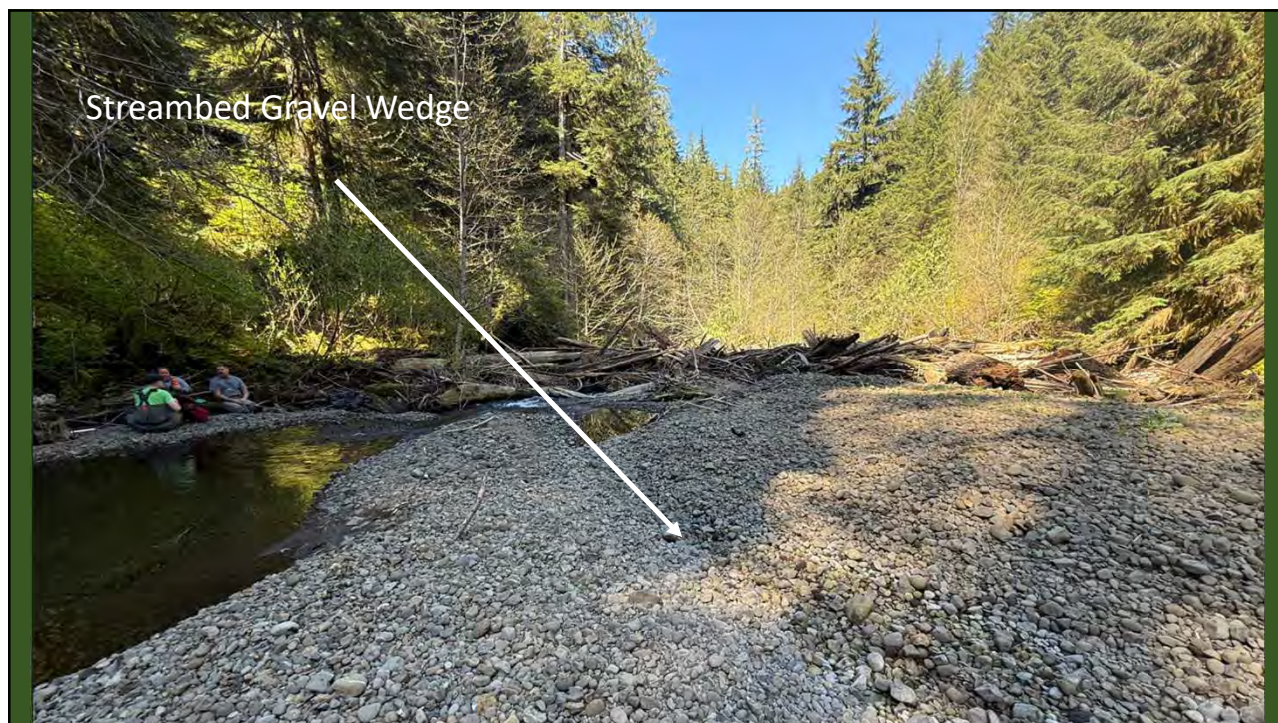
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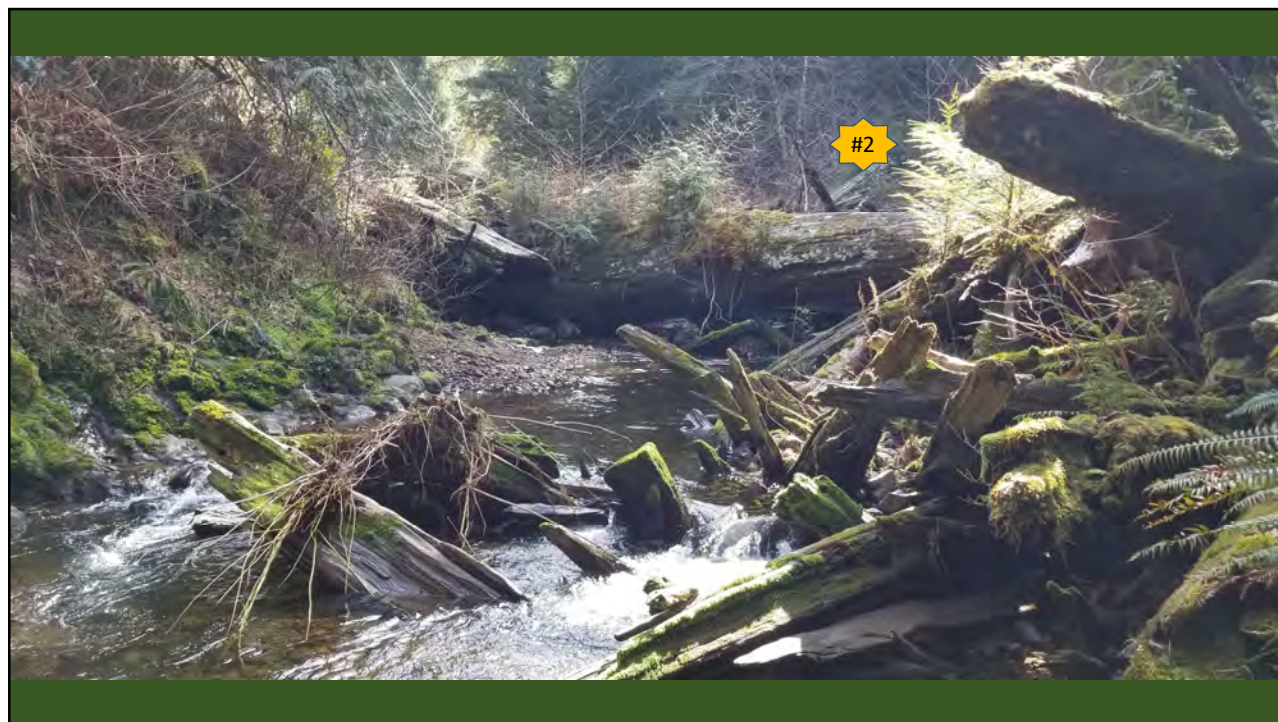
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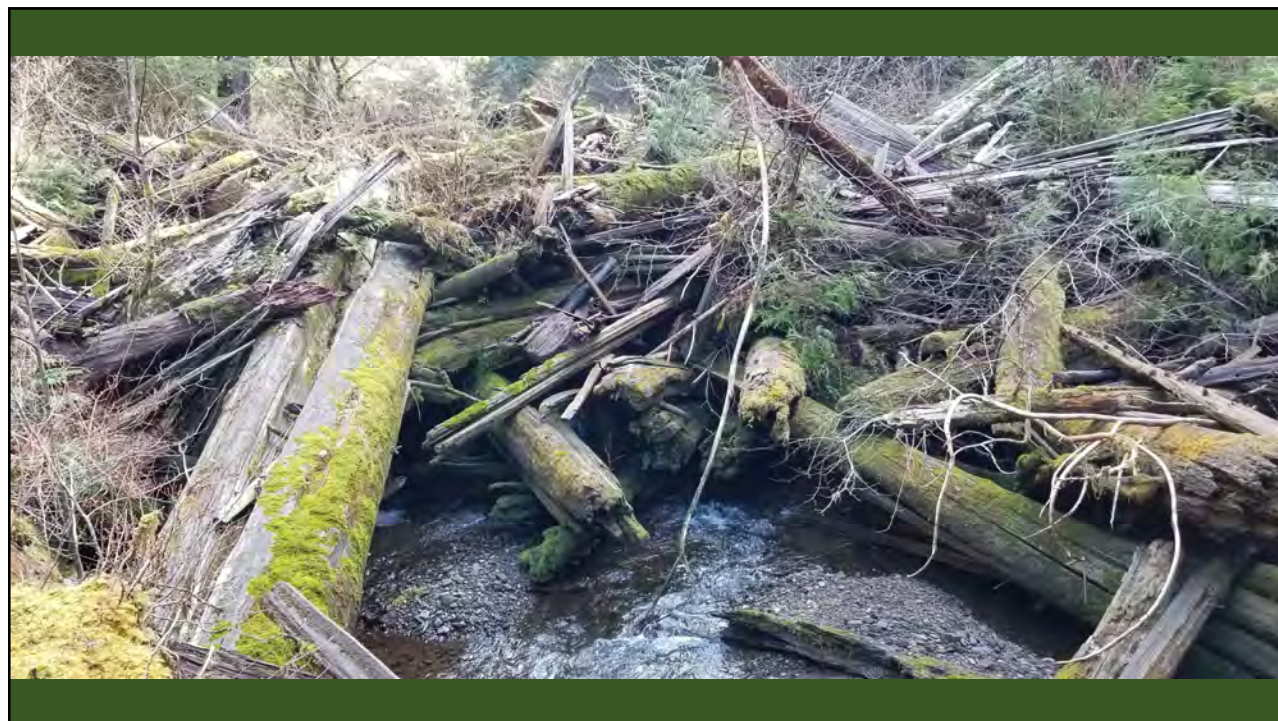
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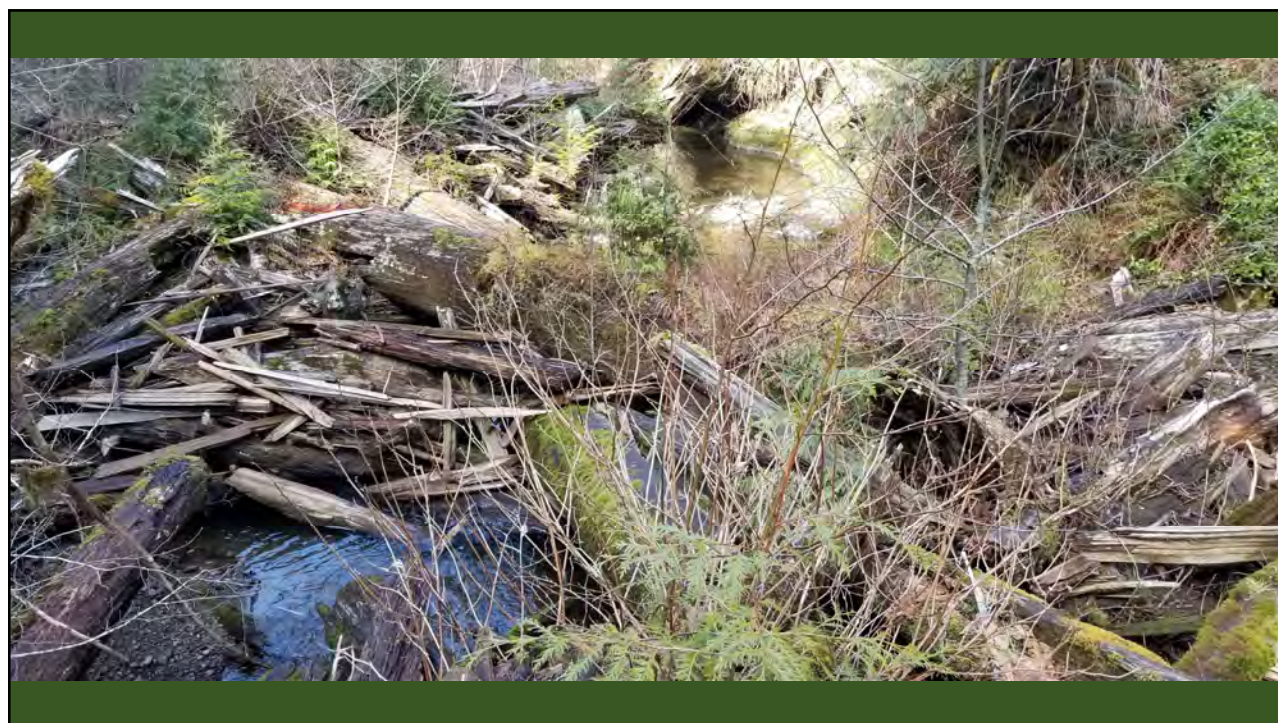
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Streambed Gravel Wedge upstream of Debris Jam #1 (Alluvium)

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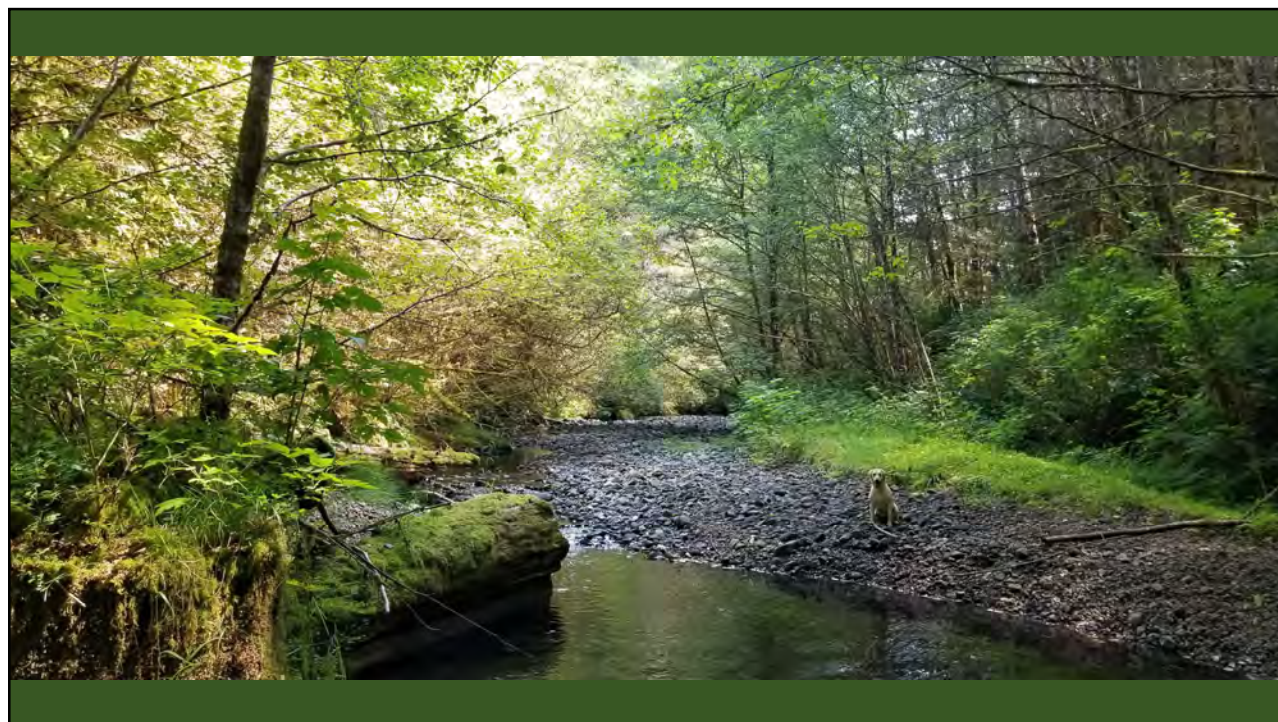
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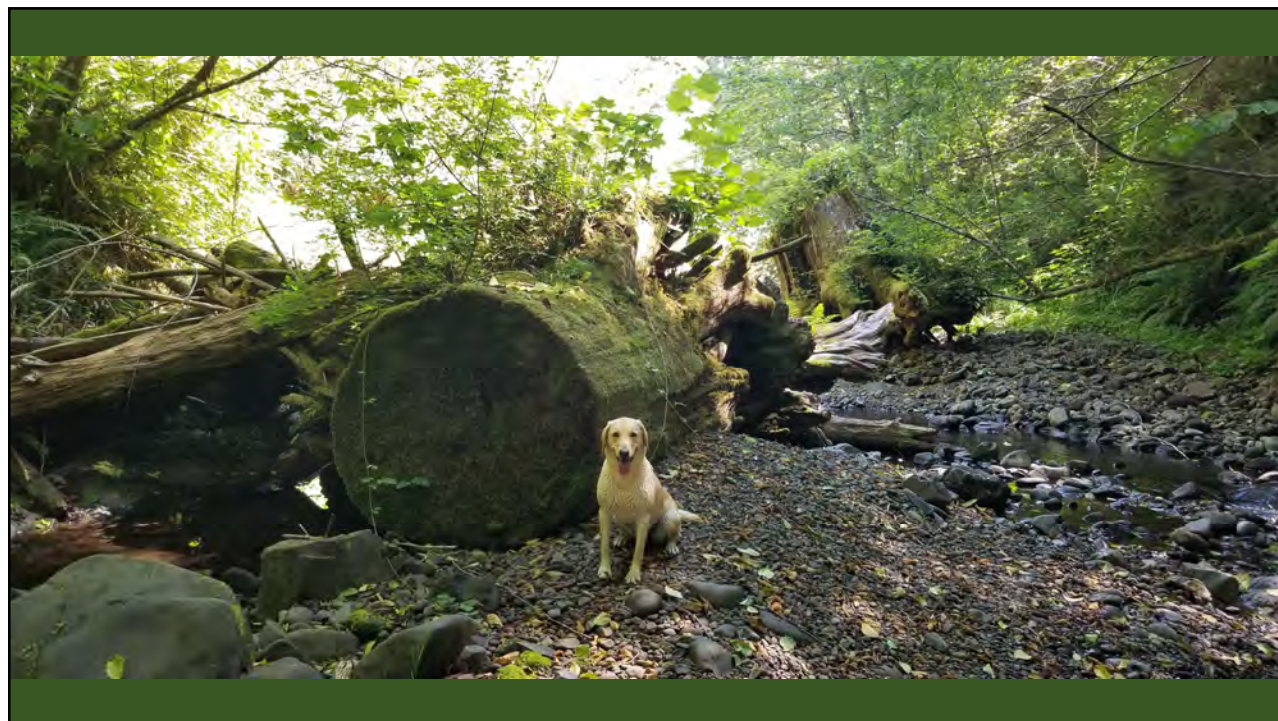
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Exhibit F
Project Specifications

GRAYS RIVER REACH 4C RESTORATION PROJECT

The representative assigned to answer questions regarding these bid documents, show the project to prospective bidders, and act as the Contracting Agency's representative who directly supervises the engineering and administration of this project is:

Justin Isle
Cowlitz Indian Tribe
31320 NW 41st Avenue
Ridgefield, WA 98642
(503) 799-0934
jisle@cowlitz.org

As the Engineer in direct responsible charge of developing these contract provisions, I certify that the sections of the special provisions listed below have been developed or incorporated into this project under my supervision or as a result of certified specifications provided by other licensed professionals.

DIVISION 2 – TEMPORARY FEATURES

2-02 TEMPORARY WORK ACCESS

DIVISION 3 – EARTHWORK

3-01 CLEARING, GRUBBING, AND ROADSIDE CLEANUP

3-10 CHANNEL AND FLOODPLAIN GRADING AND CONSTRUCTION

DIVISION 8 – MISCELLANEOUS CONSTRUCTION

8-01 EROSION CONTROL AND WATER POLLUTION CONTROL

8-02 ROADSIDE RESTORATION

8-26 BRIDGE REMOVAL

8-30 STREAMS, RIVERS, AND WATERBODIES

8-31 TEMPORARY WATER CONTROL

8-32 DEBRIS JAM DISASSEMBLY

8-33 LWM PLACEMENT AND ELJ CONSTRUCTION

DIVISION 9 – MATERIALS

STANDARD PLANS



Nic Truscott, PE
Natural Systems Design
203 W Chestnut Street
Bellingham, WA 98225
(360) 966-8104
nic@naturaldes.com

04/10/2026

**GRAYS 4C RESTORATION PROJECT
SPECIAL PROVISIONS – FEBRUARY 9, 2026**

INTRODUCTION

The Washington State Department of Transportation's Standard Specifications for Road, Bridge And Municipal Construction 2026 (WSDOT Standard Specifications) shall apply unless otherwise noted in the following special provisions. The "Contracting Agency," "Owner," and "Engineer" shall be the Cowlitz Indian Tribe. Additional specifications in the following contract sections are included for items not covered by the WSDOT Standard Specifications.

DIVISION 1 – GENERAL REQUIREMENTS

1-01 Definitions and Terms

1-01.3 Definitions

Definitions in Section 1-01.3 are revised as follows:

(*****)

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

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

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

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

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

(*****)

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

1-02 Bid Procedures and Conditions

Section 1-02 is deleted in its entirety.

1-03 Award and Execution of Contract

Section 1-03 is deleted in its entirety.

1-04 Scope of Work

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

Section 1-04.2 is deleted in its entirety.

1-04.4 Changes

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

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

1-04.5 Procedure, Protest, and Dispute by the Contractor

1-04.5(1) Disputes

This section is replaced in its entirety with the following:

(*****)

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

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

- 4) Mediation
 - a. At any time after initiation of a claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate will stay the claim submittal and response process.
 - b. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the proposal submittal and decision process will resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the claim submittal and decision process will resume as of the date of the conclusion of the mediation, as determined by the mediator.
 - c. Owner and Contractor shall each pay one-half of the mediator's fees and costs.
- 5) Partial Approval: If the party receiving a claim approves the claim in part and denies it in part, such action will be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Section 1-04.12 for final resolution of disputes.
- 6) Denial of Claim: If efforts to resolve a claim are not successful, the party receiving the claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the claim within 90 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of the inaction, the claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the claim will be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Section 1-04.12 for the final resolution of disputes.
- 7) Final Results: If the parties reach a mutual agreement regarding a claim, whether through approval of the claim, direct negotiations, mediation, or otherwise; or if a claim is approved in part and denied in part, or denied in full, and such actions become final; then the results of the agreement or action on the claim will be incorporated in a Change Order or other written document to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

1-04.6 Variation in Estimated Quantities

This Section is replaced in its entirety with the following:

(*****)

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

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

1-04.7 Differing Site Conditions (Changed Conditions)

Supplement this section with the following:

(*****)

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

Add the following new section:

(*****)

1-04.12 Final Resolution of Disputes

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

- 1) Disputes Subject to Final Resolution: The following disputed matters are subject to final resolution under the provisions of this article:
 - a. A timely appeal of an approval in part and denial in part of a claim, or of a denial in full, pursuant to Section 1-04.5; and
 - b. Disputes between Owner and Contractor concerning the Work, or obligations under the Contract Documents, that arise after final payment has been made.

- 2) Final Resolution of Disputes: For any dispute subject to resolution under this article, Owner or Contractor may:
 - a. elect in writing to invoke the dispute resolution process provided for in the Contractor Agreement; or
 - b. agree with the other party to submit the dispute to another dispute resolution process.

1-05 Control of Work

1-05.2 Authority of Assistants and Inspectors

This section is deleted in its entirety.

1-05.3 Working Drawings

Supplement this section with the following:

(*****)

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

1. A list of construction personnel and the supervisory chain of responsibility proposed.
2. Anticipated temporary river diversion and dewatering approach and sequencing (temporary water management) including bypass measures/diversions, pumps, and ELJ isolation dewatering and turbidity/TESS measures. Include descriptions of the number and size of pumps to be onsite for construction and dewatering/turbidity controls (e.g., geotubes, natural vegetation treatment, settling basins) that will be established to maintain permit compliance.
3. Procedures and sequence for temporary work access including temporary bridges/crossings, channel excavation, Grade Control ELJ, LWM Placements Type A-C and LWM Placements.

4. Provide/confirm haul routes for equipment and details of the proposed staging of materials, and location of access points to the work areas including approach to accessing and working around each the 3 fish passage barriers to be removed.
5. Staff and equipment available for fish salvage support task.
6. Absolutely no in stream construction may begin until written approval is granted by the Owner for the construction access plan.

1-05.7 Nonconforming Work

This section is deleted in its entirety and is replaced with 1-05.7 from the 2025 WSDOT Standard Specifications.

1-05.9 Equipment

The following is added to this section:

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

1-05.13 Superintendents, Labor, and Equipment of Contractor

Comply with this section and supplement the following:

(*****)

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

1-06 Control of Material

This section is replaced in its entirety with the following:

(*****)

1-06.1 Services, Materials, and Equipment

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

1-06.2 “Or Equals”

- 1) Contractor’s Request; Governing Criteria: Whenever an item of equipment or material is specified or described in the Contract Documents by using the names of one or more proprietary items or specific Suppliers, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or “or equal” item is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material, or items from other proposed Suppliers, under the circumstances described below.
 - a. If Engineer in its sole discretion determines that an item of equipment or material proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer will deem it an “or equal” item. For the purposes of this paragraph, a proposed item of equipment or material will be considered functionally equal to an item so named if:
 - i. in the exercise of reasonable judgment Engineer determines that the proposed item:
 1. is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;
 2. will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;
 3. has a proven record of performance and availability of responsive service; and
 4. is not objectionable to Owner.
 - ii. Contractor certifies that, if the proposed item is approved and incorporated into the Work:
 1. there will be no increase in cost to the Owner or increase in Contract Times; and
 2. the item will conform substantially to the detailed requirements of the item named in the Contract Documents.
- 2) Contractor’s Expense: Contractor shall provide all data in support of any proposed “or equal” item at Contractor’s expense.
- 3) Engineer’s Evaluation and Determination: Engineer will be allowed a reasonable time to evaluate each “or-equal” request. Engineer may require Contractor to furnish additional data about the proposed “or-equal” item. Engineer will be the sole judge of acceptability. No “or-equal” item will be ordered, furnished, installed, or utilized until Engineer’s review is complete and Engineer determines that the proposed item is an “or-equal,” which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.

- 4) Effect of Engineer's Determination: Neither approval nor denial of an "or-equal" request will result in any change in Contract Price. The Engineer's denial of an "or-equal" request will be final and binding, and may not be reversed through an appeal under any provision of the Contract.
- 5) Treatment as a Substitution Request: If Engineer determines that an item of equipment or material proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that Engineer consider the item a proposed substitute pursuant to Paragraph 1-06.3.

1-06.3 Substitutes

- 1) Contractor's Request; Governing Criteria: Unless the specification or description of an item of equipment or material required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material under the circumstances described below. To the extent possible such requests must be made before commencement of related construction at the Site.
 - a. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of equipment or material from anyone other than Contractor.
 - b. Contractor shall make written application to Engineer for review of a proposed substitute item of equipment or material that Contractor seeks to furnish or use. The application:
 - i. will certify that the proposed substitute item will:
 1. perform adequately the functions and achieve the results called for by the general design;
 2. be similar in substance to the item specified; and
 3. be suited to the same use as the item specified.
 - ii. will state:
 1. the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times;
 2. whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item; and
 3. whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.
 - iii. will identify:

1. all variations of the proposed substitute item from the item specified; and
 2. available engineering, sales, maintenance, repair, and replacement services.
- iv. will contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.
- 2) Engineer's Evaluation and Determination: Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.
 - 3) Special Guarantee: Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
 - 4) Reimbursement of Engineer's Cost: Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.
 - 5) Contractor's Expense: Contractor shall provide all data in support of any proposed substitute at Contractor's expense.
 - 6) Effect of Engineer's Determination: If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request will be final and binding, and may not be reversed through an appeal under any provision of the Contract. Contractor may challenge the scope of reimbursement costs imposed by timely submittal of a Change Proposal.

1-07 Legal Relations and Responsibilities to the Public

1-07.1 Laws to be Observed

1-07.1(1) General

This section is replaced with the following:

(*****)

The Contractor shall always comply with all Federal, State, tribal, and local laws, ordinances, and regulations that affect Work under the Contract. The Contractor shall indemnify, defend, and save

harmless the Tribe (including the Tribal Council, General Council Officers, Tribal Council Officers, and the agents, officers, and employees of the Tribe and its sub-entities) and the Contracting Agency (including agents, officers, and employees) against claims that may arise because the Contractor (or employees of the Contractor, subcontractors or material persons) violated a legal requirement.

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

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

This section is removed in its entirety.

1-07.2 State Taxes

1-07.2(1) State Sales Tax: WAC 458-20-171 – Use Tax

This section is removed in its entirety.

1-07.2(2) State Sales Tax: WAC 458-20-170 – Retail Sales Tax

This section is removed in its entirety.

1-07.3 Fire Prevention and Merchantable Timber Requirements

Comply with this section and add the following:

(*****)

There shall be no smoking on project area property.
Abide by DNR and property owner's (Rayonier's) fire plan and requirements.

1-07.5 Environmental Regulations

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

Comply with section and add the following:

(*****)

1. The Contractor shall coordinate all stream diversions and stream de-watering work with the Owner to allow staff of the Owner to net fish out of the de-watered stream sections and safely return these fish to adjacent stream habitat
2. Prepare a Spill Prevention, Control and Countermeasures (SPCC) Plan as outlined in 1-07.15(1). Oil absorbent pads and personnel trained in spill prevention and control will be on site during all heavy equipment operations.
3. Inspect heavy equipment at least on a daily basis for any leaks of petroleum products. Repair as needed.
4. Heavy equipment needs to be pressure washed to be visibly free of all soil before shipping to the project site.

1-07.9 Wages

1-07.9(1) General

Comply with this section and add the following:

(*****)

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

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

1-07.9(4) Wage Disputes

This section is replaced with the following:

(*****)

If labor and management cannot agree in a dispute over the proper prevailing wage rates, the Contractor shall refer the matter to the Director of State L&I (or to the U.S. Secretary of Labor when that agency sets the rates). The Director's (or Secretary's) decision shall be final, conclusive, and binding on all parties.

1-07.9(5) Required Documents

Comply with this section and add the following:

(*****)

Provide a Tribe with a copy of all statements and documents submitted using the L&I online Prevailing Wage Intent & Affidavit (PWIA) system.

1-07.11 Requirements for Nondiscrimination

1-07.11(2) Contractual Requirements

This section is removed in its entirety.

1-07.11(3) Equal Employment Opportunity Officer

This section is removed in its entirety.

1-07.11(4) Dissemination of Policy

This section is removed in its entirety.

1-07.11(5) Sanctions

This section is removed in its entirety.

1-07.11(6) Incorporation of Provisions

This section is removed in its entirety.

1-07.11(10) Records and Reports

This section is removed in its entirety.

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

This section is removed in its entirety.

1-07.13(4) Repair of Damage

This section is removed in its entirety and replaced with:

(*****)

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

1-07.14 Responsibility for Damage

This section is replaced with the following:

(*****)

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

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

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

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

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

The Contractor shall bear sole responsibility for damage to completed portions of the project and to property located off the project caused by erosion, siltation, runoff, or other related items during

the construction of the project. The Contractor shall also bear sole responsibility for any pollution of rivers, streams, ground water, or other waters that may occur as a result of construction operations.

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

The Contractor specifically assumes all potential liability for actions brought by employees of the Contractor and its subcontractors and, solely for the purpose of enforcing the defense and indemnification obligations set forth in Section 1-07.14, the Contractor specifically waives any and all immunity granted under the State industrial insurance law, Title 51 RCW. This waiver has been mutually negotiated by the parties. The Contractor shall similarly require that each subcontractor it retains in connection with the project comply with the terms of this paragraph, waive any immunity granted under Title 51 RCW, and assume all liability for actions brought by employees of the subcontractor.

1-07.15 Temporary Water Pollution Prevention

1-07.15(1) Spill Prevention, Control, and Countermeasures Plan

Add the following to the end of this subsection:

(*****)

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

1-07.16(1)B Contracting Agency Property

Replace this subsection, except for the subsection number and title, with the following:

(*****)

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

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

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

1-07.16 Protection and Restoration of Property

1-07.16(1) Private/Public Property

1-07.16(1)C Private Property

Replace the first sentence in this subsection with the following:

(*****)

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

1-07.16(2) Vegetation Protection and Restoration

Replace the paragraph that begins “Existing trees and other vegetation, where shown in the Plans...” with the following:

(*****)

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

1-07.17 Utilities and Similar Facilities

Comply with this section and add the following:

(*****)

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

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

1-07.18 Public Liability and Property Damage Insurance

This section is removed in its entirety.

1-07.23 Public Safety

This section is modified as follows:

(*****)

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

1-07.23(1) – (3)

These sections are removed in their entirety.

1-07.24 Rights of Way

This section is removed in its entirety.

1-07.25 Opening of Section to Traffic

This section is removed in its entirety.

1-07.26 Personal Liability of Public Officers

This section is replaced by the following:

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

1-07.28 Railroads

This section is removed in its entirety.

1-08 Prosecution and Progress

1-08.1 Subcontracting

This section is removed in its entirety.

1-08.3 Progress Schedule

This section is replaced in its entirety with the following:

(*****)

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

1-08.4 Prosecution of Work

This section is replaced in its entirety with the following:

(*****)

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

1-08.5 Time for Completion

This section is replaced in its entirety with the following:

(*****)

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

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

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

1-08.9 Liquidated Damages

This section is removed in its entirety.

1-08.10 Termination of Contract

1-08.10(2) Termination for Public Convenience

This section is modified as follows:

(*****)

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

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

1-09 Measurement and Payment

1-09.6 Force Account

Replace this subsection, except for the subsection number and title, with the following:

(*****)

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

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

1-09.9 Payments

This section is replaced in its entirety with the following:

(*****)

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

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

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

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

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

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

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

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

1-09.9(1) Retainage

This section is replaced entirely by the following:

(*****)

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

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

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

1-09.11 Disputes and Claims

This section is deleted in its entirety.

1-09.13 Claims Resolution

This section is deleted in its entirety.

END OF DIVISION 1

**Division 2
Temporary Features**

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2-02 Vacant

Replace this section with the following:

(*****)

2-02 Temporary Work Access

2-02.1 Description

The Work consists of constructing, maintaining, improving, decommissioning, removal, and cleanup of temporary access roads, temporary stream crossings, and staging areas, as shown on the Plans or as required to complete the Work per project permits including establishing access over flowing channel(s) on the project site where shown on the Plans.

2-02.2 Materials

Maintenance Rock	9-03.9(4)
High-Density Polyethylene (HDPE) Pipe	9-05.23
Quarry Spalls	9-13.1(5)
Bark or Wood Chip Mulch	9-14.5(3)

2-02.2(1) Temporary Stream Crossings

When temporary stream crossings are required, the Contractor shall be responsible for designing and furnishing temporary bridge or other crossing systems to cross wetted, flowing (un-isolated) channels. The Contractor shall submit a plan to the Engineer and Owner that specifies the location, type, and size of crossings to be used for Work Access. Temporary bridges or equivalents shall support all necessary equipment required to complete the Work shown. Depending on conditions and flows, bridge, crane mats, log corduroy or functional equivalents may be used if approved by the Owner or Engineer provided that all materials are furnished by the Contractor. Review project permits for additional requirements.

Temporary crossing systems may utilize approach ramps constructed from Owner-approved borrow material on-site. Wood supplied by Contracting Agency or procured for ELJ construction shall not be used for bridges or stream crossings unless otherwise approved by the Owner. Treated wood shall not be used on temporary stream crossings or in locations in contact with or directly over water.

2-02.3 Construction Requirements

2-02.3(1) Submittals

The Contractor shall prepare and submit Type 2 Working Drawings detailing the Temporary Work Access and Sequencing Plan proposed for use by the Contractor. The plan shall identify all materials proposed for temporarily improving existing roads, establishing temporary access roads, and all anticipated stream crossings. The Contractor shall be

1 responsible for determining the sequence of operations necessary to complete the Work.
2 The submittal shall include design drawings for each proposed temporary stream crossing
3 and the anticipated sequence of work. Contractor shall coordinate with the Owner or
4 Engineer to assess flow and access conditions throughout construction and adjust
5 temporary access accordingly to satisfy permit conditions.
6

7 No Work related to Temporary Work Access shall occur until the Temporary Work Access
8 and Sequencing Plan has been approved by the Engineer.
9

10 **2-02.3(2) Record of Haul Trips**

11
12 Access to the project location requires travel through privately owned and managed
13 timberlands on unpaved roads. The Contractor shall maintain a complete record of all haul
14 trips required for import of materials, mobilization of equipment, and demobilization from the
15 project site (load tickets/trip tickets). The record maintained by the Contractor shall include
16 the date and direction of each trip, the type(s) of materials or equipment being transported,
17 the type of haul vehicle used, and the gross vehicle weight in tons; unloaded trips away from
18 the project site shall also be included. The Contractor shall maintain the haul record
19 throughout the course of the Work and shall make the record available to the Contracting
20 Agency within two working days upon request. This information is required for Owner
21 payment of landowner road use fees.
22

23 **2-02.3(3) Maintenance of Privately Owned Primitive Roads**

24
25 The Contractor shall conduct all hauling and construction traffic in a manner that minimizes
26 damage to privately owned timberland roads used for project access.
27

28 The Contractor shall maintain the traveled surface of these roads in a condition equal to or
29 better than that existing prior to the start of construction. Maintenance may include grading,
30 filling of ruts or potholes, removal of displaced material, and other minor surface repairs
31 necessary to maintain safe vehicle passage. Repairs shall utilize in-kind materials to the
32 extent practicable, as determined by the Engineer.
33

34 Any damage to privately owned roads resulting from Contractor operations shall be repaired
35 by the Contractor at no additional cost to the Contracting Agency.
36

37 Upon completion of the Work, the Contractor shall restore any road surfaces disturbed by
38 construction traffic to a condition equal to or better than the condition existing prior to the
39 start of construction, as determined by the Engineer.
40

41 **2-02.3(3)A Adherence to Rules and Regulations on Private Roads**

42
43 2-02.3(3)A Adherence to Rules and Regulations on Private Roads
44

45 The Contractor shall comply with all rules, requirements, and restrictions governing
46 vehicular traffic on privately owned or managed roads used for project access. Such
47 requirements may include, but are not limited to, CB radio communication protocols,
48 speed limits, road use restrictions, gate access procedures, and coordination with other
49 road users.
50

1 The Contractor shall conduct all hauling and construction traffic in a manner that
2 maintains safe and unobstructed passage for other authorized users of the road system.

3
4 The Contractor shall comply with applicable landowner requirements and with fire
5 prevention and safety plans identified for the project. The Contractor is responsible for
6 becoming familiar with these requirements prior to use of private roads.

7
8 Failure to comply with these requirements shall be considered noncompliant Work and
9 shall be corrected at no additional cost to the Contracting Agency.

10
11 **2-02.3(4) Improvements to Existing, Unused Roads**

12
13 The Contractor shall improve the existing unused access road shown in the Plans as
14 necessary to allow construction vehicle access to the project site. Improvements may
15 include minor grading, placement of aggregate surfacing, installation of temporary crossings
16 at drainage features per permit requirements (e.g., DNR FPA, Corps Section 404 permits),
17 and other work necessary to allow safe passage of construction vehicles.

18
19 Temporary crossings of drainage features along the access road shall consist of either steel
20 plates spanning the full width of the drainage channel (with spans supported per industry
21 standard measures if needed) or temporary HDPE pipe culverts of diameter approved by the
22 Engineer. HDPE culverts shall be installed with sufficient temporary grading and backfill to
23 support construction equipment loads and prevent deformation or crushing of the pipe.

24
25 Where the existing access road terminates at the river, the Contractor shall perform grading
26 necessary to allow equipment access between the road and the channel/floodplain. Grading
27 limits shall be minimized to the extent practicable and shall avoid disturbance of vegetation
28 outside the limits necessary for construction access. The contractor shall not remove or
29 damage any living conifer with a diameter at breast height (DBH) of 19 inches or greater to
30 obtain access to the project site.

31
32 Upon completion of the Work, the Contractor shall restore the access road and river access
33 point to the condition existing prior to construction, including removal of temporary crossings
34 and restoration of road grades, streambanks, and drainage features as directed by the
35 Engineer. Embankment fill at the channel bank and/or additional fill required to establish an
36 access ramp into the channel shall be removed and dispersed as shown in the Plans or
37 directed by the Engineer.

38
39 **2-02.3(5) Temporary Access Routes and Staging Areas**

40
41 The Contractor shall install temporary access routes and staging areas as shown in the
42 Plans, or as identified on the approved Temporary Work Access and Sequencing Plan
43 showing the Contractor's preferred access routes and staging areas. The Contractor shall
44 not remove conifers 19 inches DBH or greater. The Contractor shall make every effort
45 possible to adjust temporary access routes shown on the Plans to avoid clearing of any trees
46 between 12-19 inches DBH, and to use unvegetated floodplains whenever practicable.
47 Conifers shall not be removed without advance approval from the Contracting Agency or the
48 Engineer.

49
50 The Contractor may use fill within the channel to establish temporary access routes provided
51 the fill location has been isolated from fish access and fish removal has been completed by

1 the Contracting Agency prior to any fill placement. If temporary access routes are
2 established prior to isolation and fish removal activities, the Contractor shall utilize approved
3 stream crossings as required per project permits.
4

5 Utility location has not been performed for this project. Known utilities are shown on the
6 plans. The Contractor is responsible for verifying the presence or absence of utilities in the
7 project area and taking appropriate actions to protect any utilities identified per Section 1-
8 07.16 and 1-07.17.
9

10 The Contractor shall remove any portions of existing gates and fences marked on the Plans
11 for removal to establish access to the project site. Additional gates and fences may be
12 removed with written approval of the Engineer. Upon Substantial Completion, the Contractor
13 shall reinstall or replace in kind the existing gates and fences. The Contractor shall keep
14 existing gates closed when not in use (e.g., Rock Creek/A-Line gate, Rayonier 7000 Road
15 Gate, etc.).
16

17 Do not build temporary access routes on slopes where grade, soil, or other features suggest
18 a likelihood of erosion or failure.
19

20 All staging and stockpile locations shall be reviewed by the Engineer or Owner and shall be
21 located so as not to interfere with other work or disturb adjoining property owners. The
22 Contractor shall utilize the areas shown or otherwise approved, for staging of equipment and
23 materials required to complete the Work included in the Contract. Refueling, storage, or
24 mixing of potentially environmentally harmful fluids shall only occur at the permitted distance
25 outside the limits of the ordinary high water mark unless otherwise conducted in accordance
26 with spill prevention and containment BMPs identified in the approved SWPPP.
27

28 **2-02.3(5)A Removal of Woody Material for Temporary Work Access**

29
30 Establishing temporary access routes and staging areas will require removal of woody
31 material of various sizes. The Contractor shall examine the site prior to submitting a Bid
32 and shall determine the means and methods necessary to remove, handle, and relocate
33 such material as required to construct temporary access routes and staging areas.
34

35 Removal of woody material shall be limited to that necessary to establish approved
36 access routes and staging areas. All woody material within the channel or floodplain
37 shall be sorted and stockpiled in accordance with Section 8-32, and shall be
38 incorporated into the project as directed by the Owner or Engineer.
39

40 All work associated with removal, handling, relocation, sorting, and stockpiling and
41 subsequent placement of woody material required for temporary work access shall be
42 considered incidental to the Bid item "Temporary Work Access."
43

44 **2-02.3(6) Temporary Stream Crossings**

45
46 Temporary stream crossings may be required to complete the Work. If temporary stream
47 crossings are necessary, the Contractor shall install temporary bridges or equivalent stream
48 crossings as shown in the approved Temporary Work Access and Sequencing Plan. The
49 Contractor shall be responsible for determining the type, span, and materials for each
50 necessary crossing. The Contractor may propose alternative locations based on site
51 conditions. Modifications to the approved plan shall not be implemented without approval of

1 the Owner or Engineer. Construct each crossing to support the greatest vehicle loads
2 anticipated to cross the structure.

3
4 All stream crossings installed shall cross channels in straight segments at right angles
5 whenever feasible and not increase velocity to the threshold of eroding and scouring of
6 streambed or bank material. The low chord of any temporary bridge shall have a minimum of
7 1 foot of freeboard above the maximum water surface elevation expected during the time
8 that the temporary bridge is in place. The abutments shall be protected from scour and
9 settling during construction. Temporary log crossings (e.g., crane mats, log corduroy or
10 functional equivalents), if used, shall elevate tracks of construction equipment off the wetted
11 channel bed and shall not result in compaction of the streambed.

12
13 **2-02.3(7) Removal and Decommissioning of Temporary Access Routes**

14
15 Decommission each temporary access route and staging area and remove each temporary
16 stream crossing when no longer needed, returning areas to pre-construction grades or as
17 directed by the Owner or Engineer. All temporary access routes below ordinary high water
18 shall be decommissioned, and all temporary stream crossings removed before the end of the
19 in-water work window.

20
21 For temporary access routes and staging areas in unimproved areas, excavate and remove
22 any materials used to construct the temporary access routes, including surplus soils,
23 stabilization materials, flagging, stakes, geotextile, oil, chemicals, plaster, concrete, and
24 debris from the construction site. Remove and dispose of all deleterious material.

25
26 Thoroughly decompact all temporary access routes and staging areas, including those on
27 finished river channel or floodplain features, by tilling or scarifying unless otherwise directed
28 by the Owner or Engineer. Soil to be worked to a depth of 12 inches.

29
30
31 **2-02.4 Measurement**

32
33 No measurement shall apply to the Bid item "Temporary Work Access".

34
35 **2-02.5 Payment**

36
37 Payment will be made for the following Bid item when included in the Proposal:

38
39 "Temporary Work Access", lump sum.

40 The lump sum Contract price for "Temporary Work Access" shall be full
41 compensation for all costs associated with preparing and implementing the
42 Temporary Work Access and Sequencing Plan including but not limited to:
43 constructing, improving, maintaining, and decommissioning temporary access routes
44 and staging areas; improving and restoring the existing decommissioned portions of
45 the 7800 Road (N/S) (access road) shown in the Plans; installing and removing
46 temporary stream crossings and drainage crossings; grading required to establish
47 equipment access between the access road and the channel and throughout the full
48 extent of the project reach; restoring disturbed areas; and furnishing all labor,
49 equipment, materials, tools, and incidentals necessary to complete the Work
50 described in this section.

- 1 Partial payments for the lump sum Bid item “Temporary Work Access” will be made
- 2 based on the Owner’s estimate of the percentage of Work completed.
- 3
- 4 Up to 75 percent of the lump sum amount may be paid for preparation and
- 5 implementation of the Temporary Work Access and Sequencing Plan, improvements
- 6 to the existing access road, construction of temporary access routes, establishment
- 7 of staging areas, and installation of temporary stream crossings required to perform
- 8 the Work.
- 9
- 10 The remaining 25 percent will be paid after removal and decommissioning of
- 11 temporary access routes, removal of temporary stream crossings, restoration of
- 12 disturbed areas, and completion of all Work required under this section.
- 13

**Division 3
Earthwork**

3-01 Clearing, Grubbing, and Roadside Cleanup

3-01.1 Description

The first paragraph of this section is deleted and replaced with the following:

The Contractor shall clear within the Temporary Access Routes and Staging Areas, as well as other clearing locations identified on the Plans. All areas of excavation and fill shall be cleared unless otherwise directed by the Owner or Engineer. Vegetation shall be cleared as close to the groundline as practical and include grubbing when invasive vegetation is present and specified for removal. This Work includes protecting standing trees, bushes, shrubs, or other objects outside of the clearing and grading limits. Contractor shall flag proposed routes for Owner or Engineer review and approval prior to clearing and grubbing.

3-01.2 Disposal of Usable Materials and Debris

3-01.2(1) Disposal Method No. 1 – Open Burning

This section is deleted and replaced with the following:

(*****)

Open burning is prohibited. The project is on industrial timberland; any smoking or burning (open or enclosed) is strictly prohibited.

3-01.2(2) Disposal Method No. 2 – Waste Site

This section is supplemented with the following:

(*****)

All debris and cleared material containing plant species listed as noxious weeds by the Washington State Noxious Weed Control Board shall be hauled to an offsite waste site. The disposal site shall meet all applicable local, state, and federal regulations. If noxious weeds are encountered, the Owner or Engineer shall designate a nearby offsite waste area for burial and disposal.

3-01.2(3) Disposal Method No. 3 – Chipping

This section is supplemented with the following:

(*****)

Material shall only be chipped with prior approval from the Engineer. Plant species listed as noxious weeds by the Washington State Noxious Weed Control Board may not be chipped.

Add the following new sections:

3-01.2(4) Disposal Method No. 4 – Inclusion in LWM Placements and ELJs

(*****)

All native vegetation debris shall be incorporated into the ELJs as supplemental racking or slash material as directed by the Owner or Engineer. Plant species listed as noxious weeds by the Washington State Noxious Weed Control Board shall not be included in ELJs.

3-01.2(5) Disposal Method No. 6 – Scattering and Bucket Packing

(*****)

Scattering for disposal of Usable Material shall be accomplished by first cutting/breaking limbs, branches, treetops and unwanted boles into lengths no longer than 20 feet. Once cut to an acceptable length, the material shall be placed in areas identified by the Owner or Engineer, in a single layer. Following placement, the Contractor shall work the scattered material into the ground by bucket-toothing and bucket-packing it (applying several bucket tamps over the placed material) to embed the material at least four (4) inches into the ground surface to roughen decommissioned access roads, staging areas, or other areas identified by the Owner or Engineer to stabilize disturbed soils.

3-01.3 Construction Requirements

3-01.3(1) Clearing

This section is deleted and replaced with the following:

(*****)

The Contractor shall:

1. Mark clearing limits for review by the Engineer and Contract Representative. Include limits needed to develop temporary access routes and material staging areas, as this Work is included in Clearing.
2. Not clear outside of the clearing limits approved by the Engineer, which include temporary access routes and staging areas, floodplain and channel grading areas, and temporary stockpile areas, without written approval from the Contract Representative.
3. Minimize disturbance to native vegetation and soils, and existing logjams and instream wood that are not specified for removal.
4. Fell or tip trees only that are within the clearing limits approved in the field, or other trees flagged for removal by the Engineer.
5. Tip trees and leave the rootwads intact and attached when felling trees approved for removal. Trees that are collectively determined by the Contractor and Engineer as infeasible to tip with rootwads intact shall be felled with a cut as close to the ground as possible. Stumps shall be removed if within grading limits and disposed of or reused at an area approved by the Engineer. Stumps may only be left in place with approval by the Owner or Engineer.

- 1 6. Not trim limbs and cut tipped or felled trees unless approved by the Engineer.
2 Cutting and limbing will be approved on a case-by-case basis and the
3 Contractor shall stockpile the individual parts for use within instream habitat
4 structures or for placement on finished grade of floodplain grading areas or
5 channels as specified by the Engineer.
6
- 7 7. Leave standing any trees or native growth indicated by the Owner or Engineer,
8 including all living conifers 19 inch DBH or larger.
9
- 10 8. Trees adjacent to approved disturbance areas that could potentially be
11 impacted by Contractor's operation of machinery shall be protected by highly
12 visible construction flagging or other equivalent means. This may include
13 installation of flagging on tree branches, on T-Posts, or other approved
14 methods.
15
- 16 9. Not build temporary roads on slopes where grade, soil, or other features
17 suggest a likelihood of erosion or failure.
18

19 **3-01.3(2) Grubbing**

20
21 This section is deleted and replaced with the following:

22
23 (*****)

24 The Contractor shall:

- 25 1. Grub deep enough to remove all stumps, large roots, buried logs, and other
26 vegetative material.
- 27 2. Grub all areas:
 - 28 a. Indicated by the Owner or Engineer on the plans or by the Special Provisions.
 - 29 b. To be excavated or filled as directed by the Owner or Engineer, including
30 area staked for slope treatment.
 - 31 c. Where subdrainage trenches will be dug, unsuitable material removed, or
32 Structures built.
 - 33 d. In which hillsides or existing embankments will be terraced as described in
34 Section 3-03.3(14).
 - 35 e. Upon which embankments will be placed, except stumps may be close-cut
36 or trimmed as allowed in Section 3-01.3(1) item 3.

37
38 A Contract may include grubbing without mentioning clearing or roadside cleanup. In
39 that case, the Contractor shall remove and dispose of all upturned stumps and roots
40 of windfalls that lie within the cleared area of the Right of Way, even though they are
41 outside the area staked for grubbing. Such Work shall be incidental to other Work
42 covered by the Contract.

43
44 In areas where invasive blackberry (*Rubus armeniacus* and *R. laciniatus*) and Scotch
45 broom (*Cytisus scoparius*) occur within the clearing limits, the Contractor shall:

- 46
47 1. Grub deep enough to remove all large roots. Grub depth is assumed to be 12
48 inches.
- 49
50 2. Dispose of roots

1 a. Invasive blackberry and Scotch broom shall be grubbed to 12 inches
2 to remove root material. Grubbed invasive blackberry or Scotch broom
3 roots shall be buried at an approved disposal specified by the Owner
4 and have at least 4 feet of compacted soil cover on all sides.

5
6 3. Thistle shall be managed according to Standard Specification 8-02.3(3).
7

8 **3-01.4 Measurement**

9
10 Delete this section in its entirety and replace it with the following:

11
12 (*****)

13 No measurement will be made for Work described in this section.
14

15 **3-01.5 Payment**

16
17 Delete this section in its entirety and replace it with the following:

18
19 (*****)

20 No payment will be made specifically for Work described in this section. All Work
21 associated with clearing and grubbing as described herein shall become incidental to
22 other Bid items.
23

24 **3-10 Vacant**

25
26 Replace this section with the following:

27
28 (*****)

29 **3-10 Channel and Floodplain Grading and Construction**

30
31 **3-10.1 Description**

32
33 The Work described in this section, regardless of the nature or type of materials
34 encountered, includes excavation of alluvial sediments, sorting into general size classes
35 described herein, stockpiling, hauling, and placement of excavated materials for channel and
36 floodplain construction as well as sealing the constructed channel bed.
37

38 **3-10.2 Vacant**

39
40 **3-10.3 Construction Requirements**

41
42 **3-10.3(1) Surveying**

43
44 The Owner or Engineer will establish primary horizontal and vertical survey control for the
45 Contractor's use in completing the Work. A minimum of two primary control points will be
46 established near the project site. The Engineer will also establish upstream and downstream
47 locations and elevations for each of the grade control structures shown on the Plans. The
48 Contractor shall utilize the provided information to establish average slopes, grades, and
49 elevations between points provided by the Engineer. The Owner or Engineer will also
50 designate locations for all LWM Placements (Type A – Type D).

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The Contractor shall be responsible for all additional survey required to complete the Work, including establishment of secondary control points, channel stakeout or layout between points provided by the Owner or Engineer, and all horizontal and vertical offsets required to construct the Work. All survey shall be performed in conformance with the datums shown in the Plans. Data associated with Contractor-established secondary control shall be made available to the Engineer upon request.

The Contractor may establish additional staking, including toe of slope, catch points, and grade breaks, as necessary to complete the Work based on the stakeout points provided by the Owner or Engineer. The Contractor shall establish offsets as necessary to prevent disturbance of control and stakeout points during construction.

Digital data defining the channel alignment, profile, and additional grade information are available to assist in development of additional construction staking or layout.

If Global Navigation Satellite System (GNSS) guided grading equipment or survey equipment is used, the nature of additional construction stakeout or layout may be adjusted provided the Contractor can demonstrate acceptable agreement at provided control points. Use of GNSS-guided equipment does not relieve the Contractor of responsibility to verify constructed grades. Verification of grades using conventional survey methods, including differential leveling from established benchmarks and horizontal measurements from known control is acceptable.

3-10.3(2) Field Adjustment of Alignments and Grades

Due to the nature of the work and the variability of existing channel conditions, including sediment deposits, existing wood accumulations, and bedrock exposures, the channel alignment, grade, and location of channel features shown in the Plans represent design intent and shall be fit in the field to maximize fish passage and habitat conditions based on Owner or Engineer input.

Final alignment, profile, and feature placement may be adjusted in the field as directed by the Owner or Engineer to accommodate existing site conditions and to achieve the intended channel function. Such adjustments shall not constitute a change in the Work provided they are within the general limits of channel and floodplain grading shown in the Plans. Fit in the field adjustments to channel and LWM/ELJ placements including individual habitat logs and disposal of excess wood or unsuitable wood as directed by Owner or Engineer shall be considered incidental to other bid items.

3-10.3(3) Channel Excavation and Rough Grading

The Contractor shall excavate alluvial sediments within the limits shown in the Plans and as directed by the Engineer to construct the proposed channel and floodplain. Excavation shall proceed in a controlled manner that allows observation of subsurface conditions and adjustment of excavation depth and alignment as directed by the Owner or Engineer. The Contractor may perform bulk excavation to evaluate available material volumes and facilitate mass balance of excavation and fill, provided that excavation is conducted in a controlled manner, with temporary water controls in place that allows observation of the Work and coordination with the Engineer.

1
2 Initial excavation may be performed to develop an understanding of material quantities and
3 distribution prior to final channel shaping and grading.
4
5 Excavation shall progress in a manner that allows the Engineer to review channel grade and
6 alignment during construction. The channel alignment may be field fit to avoid existing trees
7 designated by the Engineer for protection. Excavation shall extend to the rough channel
8 grades shown in the Plans. Rough grading shall establish the general channel shape,
9 alignment, and profile of the channel. When making a connection to the existing stream
10 channel at the upstream and downstream end, the finished tie-in elevations shall match the
11 existing thalweg such that there is a continuous low-flow connection upon completion of
12 construction.
13
14 Unless otherwise directed by the Engineer, rough channel grades shall not deviate more
15 than ± 0.5 feet from the elevations shown in the Plans. The Contractor shall avoid over-
16 excavation of the channel bed. Areas excavated below the directed grade shall be corrected
17 at the Contractor's expense.
18
19 Excavation shall be performed in a manner that preserves materials intended for reuse in
20 channel and floodplain construction. Excavated material shall be handled in accordance with
21 the sorting and stockpiling requirements described in Section 3-10.3(4).
22
23 Large wood encountered in the channel and/or below grade during excavation shall be
24 preserved for reuse as described in Section 8-32 unless otherwise directed by the Owner or
25 Engineer. The Contractor shall avoid breaking, pulverizing, or otherwise damaging
26 salvageable wood during excavation operations.
27
28 The Contractor shall protect existing channel margins, bedrock features, and vegetation
29 outside the limits of grading shown in the Plans. Disturbance outside these limits shall be
30 restored at the Contractor's expense to the satisfaction of the Engineer.
31

32 **3-10.3(4) Material Sorting and Stockpiling**

33
34 Excavated alluvial materials shall be sorted into general size classes during excavation
35 operations and stockpiled for later use in channel and floodplain construction or immediately
36 placed as described in Section 3-10.3(5). The Contractor may temporarily stockpile select
37 materials during initial excavation operations, provided that materials intended for reuse are
38 not lost or contaminated. All temporary stockpiling shall be closely coordinated with the
39 Owner or Engineer to ensure that mass balance and field-fit adjustments are coordinated.
40

41 At a minimum, excavated alluvial materials shall be separated into the following general
42 classes:

- 43
- 44 • **Fine Alluvium** – sand, silt, and fine gravel suitable for use in channel bed sealing.
- 45 • **Channel Alluvium** – gravel, cobble, and mixed alluvial material suitable for channel
46 bed and bank construction.
- 47 • **Coarse Alluvium** – large cobble, boulders, and coarse material preferable for grade
48 control ballast, roughness elements, and floodplain construction.
- 49

50 Material sorting shall occur during or following excavation operations, as necessary to
51 support the Contractor's sequencing and mass balance approach. Material sorting shall not

1 require screening for separation. As material is excavated, the Contractor and Engineer shall
2 coordinate as necessary to confirm general material classifications based on observed
3 conditions. Additional processing or re-handling of excavated materials for sorting is not
4 required (see 3-10.3(5) for placement).

5
6 At a minimum, the Contractor shall establish one or more stockpiles for Fine Alluvium at
7 locations approved by the Engineer. Fine alluvium shall be stockpiled for preferential use in
8 sealing the constructed channel bed as described in Section 3-10.3(6), unless otherwise
9 directed by the Engineer.

10
11 Loads classified as Channel Alluvium or Coarse Alluvium may be stockpiled separately from
12 Fine Alluvium or immediately placed as temporary access routes or roughly graded channel
13 and floodplain features. The Contractor shall determine the sequencing and handling of
14 Channel Alluvium and Coarse Alluvium necessary to complete the Work based on
15 preferential placement of material types described in this section. The Contractor shall
16 sequence excavation and placement operations to maintain sufficient quantities of suitable
17 materials for the channel and floodplain construction shown in the Plans. No additional
18 compensation will be made for additional handling, reworking, hauling, or placement of these
19 materials resulting from the Contractor's chosen sequence of operations.

20
21 If stockpiles of Channel Alluvium or Coarse Alluvium are established, they shall be
22 maintained as separate stockpiles in a manner that prevents mixing of material classes and
23 minimizes contamination by underlying soils, vegetation, or debris.

24
25 Stockpiles shall be organized to allow efficient access for hauling and placement during
26 channel and floodplain construction. The Contractor shall maintain stable stockpile slopes
27 and shall prevent erosion or transport of stockpiled material into the active channel. If
28 stockpiled materials become mixed, contaminated, or unsuitable for their intended use due
29 to the Contractor's operations, the Contractor shall re-sort or remove the material at no
30 additional cost to the Owner.

31
32 Additional payment will not be made for handling the same material multiple times.

33
34 **3-10.3(5) Placement of Excavated Materials**

35
36 Excavated materials classified and stockpiled in accordance with Section 3-10.3(4) shall be
37 placed as necessary to construct the channel and floodplain features shown in the Plans and
38 as directed by the Engineer. Placement of excavated materials is intended to occur in
39 preferential order, with the coarsest material (coarse alluvium) being used preferentially to
40 bolster ELJs, LWM placement, and channel features identified in the field; coarse alluvium
41 shall not be used in floodplain areas. Channel alluvium is intended to be used for the bulk of
42 channel and floodplain creation and shall generally be placed following any placement of
43 coarse alluvium. Fine alluvium is anticipated to be used primarily for sealing the constructed
44 channel bed and then for floodplain grading (if sufficient quantities allow). Placement of all
45 excavated alluvial material shall be closely coordinated with the Owner or Engineer and will
46 be based on the nature of the materials excavated and available for placement. The
47 Contractor may defer placement of excavated materials during initial excavation operations
48 to allow evaluation of available material volumes and adjustment of grading and placement
49 strategies.

1 Placement of excavated materials may be performed concurrently with or following
2 excavation operations, as determined by the Contractor to efficiently manage material
3 quantities and sequencing. Excavated materials may be placed concurrent with excavation
4 (direct haul if suitable) or hauled from stockpiles to construct the channel bed, banks,
5 floodplain surfaces, grade control features, and temporary access routes as required to
6 complete the Work.

7
8 The Contractor shall place materials in a manner that establishes the channel alignment and
9 profile shown in the Plans and as adjusted in the field by the Owner or Engineer. Placement
10 shall proceed in coordination with excavation so that the developing channel profile can be
11 reviewed and adjusted in the field as directed by the Engineer.

12
13 Channel Alluvium shall be used primarily for construction of the channel bed, banks, and
14 general channel features. Coarse Alluvium shall be used as a base and where larger
15 material is preferred for grade control ballast, roughness elements, and floodplain features,
16 or as directed by the Owner or Engineer.

17
18 Placement operations shall avoid creating uniform or planar channel surfaces. Materials
19 shall be placed in a manner that produces a natural and varied channel bed consistent with
20 the design intent shown in the Plans.

21
22 After placement of Coarse Alluvium, Channel Alluvium shall be placed in lifts no thicker than
23 18 inches. Each lift shall be bucket tamped as necessary to achieve a stable and firm
24 condition and to facilitate channel bed sealing. Areas that are still determined to be
25 insufficiently compacted by the Engineer after track walking will require additional track-
26 compaction. Alternative compaction methods such as vibratory plate or roller equipment may
27 be used with approval from the Engineer but are not anticipated. If excess Coarse Alluvium
28 (key boulders) is available following placement of Channel Alluvium the Contractor may
29 incorporate Coarse Alluvium into the roughly graded channel. When placement in this order
30 occurs Coarse Alluvium (key boulders) shall be installed such that individual particles are
31 embedded a minimum of one-third of their average diameter, with the intent of providing
32 channel structure, roughness, and variability in the channel form. This may require localized
33 excavation to allow placement. Following placement, the Contractor shall backfill around the
34 placed Coarse Alluvium to produce a natural and varied channel bed as directed by the
35 Owner or Engineer.

36
37 Temporary access routes constructed from excavated materials shall be removed or
38 incorporated into the finished grading as directed by the Owner or Engineer. Given access
39 constraints, it is anticipated that the contractor will decommission or adjust temporary access
40 routes (including those on floodplain and within the channel extents), as the Work
41 progresses such that access to necessary portions of the site is maintained while
42 accommodating the Contractor's chosen sequence of operations; additional clearing to
43 establish temporary access routes interfering with the Work will not be acceptable or
44 justification for additional payment.

45
46 Excavation of the streambed gravel wedges may produce quantities of alluvial material in
47 excess of that required for channel and floodplain construction as shown in the Plans.
48 Excess excavated material shall be placed within the project area at locations approved by
49 the Owner or Engineer. Excess material may be used to create small stockpiles of alluvial
50 material for recruitment during high (flood) flows, to modify constructed floodplain surfaces,

roughness features, or other site grading at the closest possible approved location(s) (within an estimated distance of 500 feet) as directed by the Owner or Engineer.

3-10.3(6) Fine Grading and Final Adjustments

Following completion of bulk excavation and placement to establish rough channel and floodplain grades the Contractor shall perform fine grading and final adjustments to the channel and floodplain surfaces as directed by the Owner or Engineer. Fine grading shall include minor excavation, placement including of coarse alluvium (large boulders), and shaping necessary to achieve the intended channel alignment, bed profile, and floodplain grading shown in the Plans and as adjusted in the field. Any additional excavation required to install coarse alluvium/large boulders, ELJs or LWM placements shall be incidental to this or other bid items; see Section 8-33.

Fine grading operations shall be performed in coordination with the Engineer to allow review of channel grades, transitions, and feature placement. Adjustments may include localized excavation, placement of additional materials, modification of channel bed elevations, raking to loosen placed materials, and refinement of channel and floodplain surfaces. Fine grading shall be performed using methods that preserve the intended channel form and avoid creating uniform or planar surfaces. Contractor shall create a low flow thalweg within the streambed as directed by Owner or Engineer. Contractor shall assume thalweg shall generally be approximately 4-8 feet wide and 6 inches deeper than adjacent streambed. The finished channel shall transition to match adjacent floodplain elevations as directed by Owner or Engineer.

3-10.3(7) Sealing the Constructed Bed

Following completion of fine grading, the Contractor shall place and work Fine Alluvium into the constructed channel bed to seal voids between larger channel materials and reduce subsurface flow so that flow remains on the surface of the channel (e.g., in the created low flow channel). The channel bed shall be defined as top-of-bank to top-of-bank. Fine alluvium used for bed sealing shall be obtained from materials classified and stockpiled in accordance with Section 3-10.3(4).

Fine alluvium shall be distributed across the channel bed and worked into the surface of the channel substrate to fill interstitial voids between coarser materials. Bed sealing shall be performed using methods such as directing a concentrated stream of water on the finished channel bed, recirculating flow through the constructed channel (with sufficient turbidity controls in place), or repeat ponding and settling cycles. Regardless of the method used, the intent of this Work is to wash Fine Alluvium into the voids within the constructed channel bed so that flow remains on the surface of the finished channel.

Bed sealing shall not principally change the shape or elevation of the finished channel bed. Fine Alluvium shall be placed in lifts not exceeding three inches and washed into the channel bed using a method of the Contractor's choosing that fully embeds available fines within the constructed channel.

Channel bed sealing may require up to two separate lifts of Fine Alluvium and washing. Unless otherwise directed by the Engineer, the Work shall include placement and washing of two fine alluvium lifts. If the Contractor demonstrates that continuous surface flow is maintained after the first lift, the Owner or Engineer may waive the second lift.

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Placement of Fine Alluvium and sealing of constructed floodplain features is not required.

Channel bed sealing shall only occur in specific channel sections identified in the field by the Owner or Engineer. Bed sealing is not required along the full length of the constructed channel. The Contractor shall not perform channel bed sealing in areas not specifically identified by the Owner or Engineer. No payment will be made for channel bed sealing performed outside of these identified areas. Key areas for channel bed sealing are areas where contractor places thicker (deeper) fill to establish the engineer-specified channel long profile, and areas within and adjacent to grade control ELJ's.

3-10.4 Measurement

Channel and Floodplain Excavation, Incl. Haul and Placement of Excavated Alluvium will be measured by the cubic yard. Quantities included in the Proposal are an estimate of actual quantities based on the best available information. Excavation quantities are based on the volume of material in its original position prior to excavation. Placement quantities are equal to excavation quantities as no off-site haul is required.

The Contractor shall be responsible for providing sufficient survey data to support any adjustments to the estimated quantities. Adjustments will only be made based on a comparison of original ground survey to finished ground survey and shall include the entire Work area. All survey work shall be performed at no additional cost to the Contracting Agency. Records of haul, visual estimates, or other informal measurements will not be accepted as a basis for adjustments to estimated quantities. Variations between estimated quantities and actual quantities encountered in the field shall not constitute grounds for additional compensation beyond payment at the unit Contract prices.

Channel Bed Sealing will be measured by the linear foot of channel over which bed sealing is performed as measured along the centerline of the finished channel bed. Measurement for channel bed sealing will only include lengths specified for sealing, confirmed, and approved by the Owner or Engineer.

3-10.5 Payment

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

“Channel and Floodplain Excavation, Incl. Haul”, per cubic yard.
The unit Contract price per cubic yard for “Channel and Floodplain Excavation, Incl. Haul” shall be full compensation for all costs associated with excavating alluvial material to reach rough channel and floodplain grade where shown on the Plans, handling and sorting materials into general size classes, hauling, and stockpiling materials as described in these Special Provisions.

“Placement of Excavated Alluvium”, per cubic yard.
The unit Contract price per cubic yard for “Placement of Excavated Alluvium” shall be full compensation for all costs associated with placement, shaping, and adjusting excavated materials to construct the channel and floodplain features shown in the Plans and as adjusted by the Engineer. Any additional loading, hauling, rehandling, or placement required due to the Contractor's sequencing of operations, including use of excavated materials for temporary access routes, stockpiling, placement of

1 excess materials within the project limits, fine grading and final adjustments to
2 channel and floodplain features, shall be incidental to this Bid item.

3
4 “Channel Bed Sealing”, per linear foot.
5 The unit Contract price per linear foot for “Channel Bed Sealing” shall be full
6 compensation for all costs for the specified Work including loading, hauling, placing,
7 and washing in two lifts of Fine Alluvium to seal the constructed channel bed.

8
9 All costs associated with Contractor survey required to stakeout channel and floodplain
10 features based on digital data provided by the Engineer shall be made incidental to other bid
11 items.

12
13 **Division 8**
14 **Miscellaneous Construction**

15
16 **8-01 Erosion Control and Water Pollution Control**

17
18 **8-01.1 Description**

19
20 This section is supplemented with the following:

21
22 (*****)

23 The Contractor shall install and maintain all temporary and permanent erosion control
24 measures and Best Management Practices (BMPs) in accordance with the Bid Documents,
25 Standard Specifications, Permit Conditions and as directed by the Owner. Such measures
26 shall include but are not limited to:

- 27
- 28 • Erosion and water pollution control for stockpiled materials
 - 29 • Straw bale check dams
 - 30 • Rock for erosion control or stabilization of temporary machine access routes,
31 including temporary stabilized construction entrances/exits
 - 32 • Straw mulch, netting and tackifier
 - 33 • Baker tanks, geotubes, or equivalents
 - 34 • Temporary construction entrance / exit
 - 35 • Inlet protection on existing and proposed drainage structures
 - 36 • Reinforced silt fencing
 - 37 • Plastic covering
 - 38 • Disposal of sediments and materials
 - 39 • Maintenance of BMPs including in the event of emergencies and as weather and
40 field conditions dictate; and also including installation of additional BMPs which
41 may become required as field and weather conditions evolve.
 - 42 • ESC Lead per 8-01 of the Standard Specifications
 - 43 • All materials, tools and equipment necessary to meet these requirements
- 44

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

50

1 This Work includes, but is not limited to, maintaining and stabilizing temporary access routes,
2 culverts/temporary crossings, and staging areas developed during clearing and earthwork
3 activities.
4

5 Any area not covered with established, stable vegetation where no further work is anticipated
6 within the time period(s) specified in the Construction Stormwater General NPDES Permit
7 WDFW HPA, Corps Section 404, and other project permits shall be immediately stabilized with
8 approved erosion and sedimentation control methods (e.g., seeding and mulching, straw).
9

10 **8-01.3 Construction Requirements**

11
12 **8-01.3(1) General**

13
14 **8-01.3(1)C Water Management**

15
16 **8-01.3(1)C1 Disposal of Dewatering Water**

17
18 Supplement this section with the following:

19
20 (*****)

21 Dewatering water shall be managed as described in Section 8-31 and in accordance with
22 project permits.
23

24 **8-01.3(1)C5 Water Management for In-Water Work Below Ordinary High Water**
25 **Mark (OHWM)**

26
27 Supplement this section with the following:

28
29 (*****)

30 All Work below the OHWM shall be completed in accordance with the project WDFW
31 HPA, Corps 404 permit, and all other project permits.
32

33 **8-02 Roadside Restoration**

34
35 **8-02.3 Construction Requirements**

36
37 **8-02.3(9) Seeding, Fertilizing, and Mulching**

38
39 Delete this section in its entirety and replace it with the following:

40
41 (*****)

42 Unless otherwise allowed by the Owner, the Contractor shall apply seed within the project
43 work window.
44

45 Any seeding areas that have become compacted prior to seeding shall be scarified to a
46 depth of 2 inches prior to seeding.
47

48 All bags of seed shall be brought to the site sealed and shall have seed labels attached
49 showing the seed meets the species and quantities shown on the Plans. Seed which has
50 become wet, moldy, or otherwise damaged in transit or storage will not be accepted. For all
51 seed, the Contractor shall furnish written evidence to the Engineer that seed mix has been

1 contracted or procured and meets the requirements of the Plans and Special Provisions. All
2 substitutions must be approved by the Engineer.

3
4 Seed shall be placed at the rate and mix specified in the Plans. Seeds shall not contain
5 weed seeds listed as secondary noxious by Washington State Seed Law single or collective
6 in excess of the labeling tolerance specified by the Washington State Seed Law. No fertilizer
7 shall be included in the seed mixes or mulch.

8
9 When seeding by hand, the seed shall be incorporated into the top ¼ inch of soil by hand or
10 raking or other method that is allowed by the Owner.

11
12 The area to be seeded will vary depending on the Contractor's means and methods for
13 temporary site access; the Contractor shall be prepared to apply seed to a minimum of 2.0
14 acres of disturbed upland surfaces. If the Contractor determines that the area to be seeded
15 will be larger than 2.0 acres the additional costs for seeding areas beyond 2.0 acres shall be
16 made incidental to Work.

17
18 Available slash and small woody debris shall be used as temporary mulch for the purpose of
19 erosion protection on all seeded surfaces. Slash and small woody debris shall be spread
20 evenly over seeded surfaces with a thickness not exceeding 6 inches.

21
22 **8-02.4 Measurement**

23
24 Delete the fourth and fifth paragraphs of this section (all seeding and mulching as described
25 herein shall be made incidental to other Bid items).

26
27 **8-02.5 Payment**

28
29 Delete all text related to payment for seeding and/or mulching (all seeding and mulching as
30 described herein shall be made incidental to other Bid items).

31
32 **8-26 Vacant**

33
34 Replace this section with the following:

35
36 **(*****)**

37 **8-26 Bridge Removal**

38
39 **8-26.1 Description**

40
41 This Work consists of disassembly of the existing bridge structure shown in the Plans. Work
42 includes removal and disposal of all ferrous materials used in bridge assembly, as well as
43 salvage and stockpiling of Large Woody Material (LWM) for re-use and incorporation into the
44 project. All structural elements of the bridge shown for removal in the Plans shall be removed
45 from the channel and disposed of or stockpiled as described in this section.

46
47 Work also includes handling, hauling, and disposal of removed materials; protection of the
48 channel, banks, and surrounding vegetation during demolition; and grading or cleanup of
49 disturbed areas following completion of bridge removal.

50

1 **8-26.2 Vacant**

2

3 **8-26.3 Construction Requirements**

4

5 The Contractor shall review the bridge structure identified for removal in the Plans and shall
6 be responsible for determining the means and methods necessary to safely disassemble and
7 remove the bridge. By submitting a Bid, the Contractor acknowledges that the bridge removal
8 may require specialized equipment, temporary supports, rigging, or other temporary works to
9 safely complete the Work. The Contractor shall plan and execute bridge removal operations
10 in a manner that protects workers, equipment, the channel, and surrounding vegetation.

11

12 The Contractor shall remove all structural elements of the bridge shown in the Plans. The
13 Contractor shall remove bridge components in a controlled manner that prevents uncontrolled
14 movement or falling of structural members. Bridge removal shall be coordinated with
15 temporary water control measures described in Section 8-31 as necessary to ensure
16 compliance with project permits.

17

18 Structural members shall be removed using equipment and methods that maintain control of
19 bridge components during demolition. Bridge elements shall not be dropped or pushed into
20 the channel. Remove all mechanical connections, lashings, or other means of connecting
21 structural members prior to removing the associated structural component. Bridge
22 components shall be removed in a manner that preserves the maximum practicable length
23 and structural integrity of wooden members intended for reuse. Cutting or breaking structural
24 members shall be permitted only where necessary to safely remove the component or where
25 directed by the Engineer. The Contractor shall make every effort practicable to maintain the
26 structural integrity of bridge components (e.g., old growth logs) during removal.

27

28 When wooden structural components are removed, they shall be sorted in accordance with
29 Section 8-32. Structurally sound wooden components (logs) shall be stockpiled separately
30 from unsound, decomposed, or treated wood components.

31

32 All ferrous materials shall be removed from bridge components, stockpiled, and provided to
33 the Contracting Agency for inspection prior to contractor disposal unless otherwise directed
34 by the Owner or Engineer.

35

36 Following removal of the bridge, the Contractor shall grade and smooth disturbed areas to
37 blend with surrounding banks ground surfaces and restore the area as directed by the Owner
38 or Engineer. The channel in proximity to the removed bridge shall be graded as shown on the
39 Plans and described in Section 2-02. Bridge embankment fill shall be removed per the Plans;
40 this grading is incidental to the Temporary Work Access or other bid items.

41

42 **8-26.4 Vacant**

43

44 **8-26.5 Payment**

45

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

47

48 "Bridge Removal", lump sum.

49 The lump sum Contract price for "Bridge Removal" shall be full payment for removing
50 the bridge structure, handling, sorting, stockpiling of salvaged materials, and disposal
51 of removed materials, protection of the channel and surrounding areas during

1 demolition, grading and cleanup of disturbed areas, and furnishing all labor,
2 equipment, tools, and incidentals necessary to complete the Work.

3
4 Transport and installation of all wooden structural components (logs) shall be
5 incidental to ELJ/LWM Placement bid items.

6
7 Any temporary works, supports, rigging, access modifications, or other measures
8 required to safely remove the bridge shall be considered incidental to the Bid item
9 "Bridge Removal."

10

11 **8-30 Streams, Rivers, and Waterbodies**

12

13 **8-30.1 Description**

14

15 This section is supplemented with the following:

16

17 (*****)

18 Where Work includes excavation, handling, stockpiling, placement, or reuse of alluvial
19 materials within the channel or floodplain for the purpose of constructing channel and
20 floodplain features, the requirements of Section 3-10 shall govern.

21

22 In the event of a conflict between this section and Section 3-10, the requirements of Section
23 3-10 shall control for Work associated with channel and floodplain construction.

24

25 Nothing in this section shall be interpreted to prohibit the use, handling, or placement of
26 excavated alluvial materials as described in Section 3-10, provided that all applicable water
27 quality and permit requirements are met.

28

29 **8-31 Temporary Stream Diversion**

30

31 This section is renamed the following:

32

33 (*****)

34 **8-31 Temporary Water Control**

35

36 All references in this section to "TSD" or "temporary stream diversion" are replaced with "TWC"
37 and "temporary water control".

38

39 **8-31.1 Description**

40

41 This section is supplemented with the following:

42

43 (*****)

44 This work includes multiple full and partial stream diversions, local site isolations, and
45 dewatering in-stream or upland work areas (including groundwater), environmental
46 compliance, and other Work as detailed in these Specifications in accordance with project
47 permit requirements.

48

1 **8-31.2 Materials**

2
3 This section is supplemented with the following:

4
5 (*****)

6 **8-31.2(1) Plastic Sheeting**

7
8 Plastic sheeting used in construction of cofferdams or other site isolation measures shall have
9 a minimum thickness of 10-mil and shall be wide enough to allow secure anchoring to the
10 channel bed on the upstream and downstream sides of the cofferdam.

11
12 **8-31.2(2) Bulk Bags**

13
14 Bulk bags used to construct cofferdams shall be polypropylene woven fabrics with fully open
15 tops, flat bottoms, four loops for lifting, minimum weight capacity of 2 tons, and 5:1 minimum
16 safety factor.

17
18 **8-31.2(3) Cofferdam Gravel**

19
20 Gravel used to fill bulk bags shall be rounded alluvial material collected on site (borrow) or
21 imported clean sediment free of fine material, organic debris, or contaminants that could result
22 in water quality violations. Import of materials is only allowed with written approval by the
23 Owner.

24
25 **8-31.2(4) Fish Screens**

26
27 All pumps used for dewatering or stream bypass shall have intakes screened and shall be
28 operated and maintained in accordance with RCW 77.57.010 and RCW 77.57.070, the
29 Corps Section 404 Permit, and the WDFW HPA. Appropriate fish screens are as follows:

- 30
31 1. Perforated plate: 0.094 inch (maximum opening diameter);
32 2. Profile bar: 0.069 inch (maximum width opening); or
33 3. Woven wire: 0.094 inch (maximum opening in the narrow direction).
34 4. The minimum open area for all types of fish screens is twenty-seven percent. The
35 screened intake facility must have enough surface area to ensure that the velocity
36 through the screen is less than 0.33 feet per second.

37
38 **8-31.2(5) Turbidity Capture Devices**

39
40 Sediment filter bags (Geotubes, or approved equivalent) shall be capable of capturing
41 suspended sediment and reducing turbidity in water discharged from pumping or dewatering
42 operations. Sediment filter bags shall consist of permeable geotextile containers designed to
43 allow water to pass while retaining suspended soil particles. Each turbidity capture device shall
44 be capable of continuously treating up to 2 cfs of discharge flow.

45
46 **8-31.2(6) Straw Bales**

47
48 Straw bales used in any part of the TWC shall be certified weed free straw. Contractor shall
49 provide weed free certifications to Owner or Engineer for distribution to Landowner
50 (Rayonier)..

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8-31.3 Construction Requirements

8-31.3(1) General

8-31.3(1)A General TWC Requirements

This section is supplemented with the following:

(*****)

All requirements pertaining to diversion dams in the original section shall also apply to cofferdams.

Temporary work area isolation involves using cofferdams or turbidity curtains to temporarily isolate localized work area(s) from active flow. A temporary work area isolation shall consist of a barrier to prevent surface water from entering the Work area and to prevent untreated turbid construction water from uncontrolled flow out of the Work area. Temporary work area isolations may be dewatered or the Contractor may elect to work in the wet, as shown on the Plans and approved by the Engineer, if they can demonstrate that doing so will not negatively affect the quality of the Work and turbid construction water can be treated to maintain permit conditions. If the area is dewatered, pumps may be shut down and water allowed to pool in work areas outside of working hours, provided that the Work is not damaged and turbid water does not enter wetlands or waterbodies.

Diversion dams and cofferdams shall be constructed using bulk bags or sandbags. Bulk bags can be filled to their maximum capacity. Bulk bags do not require secure closure if they securely hold the material with which they have been filled without being tied shut. If bags are filled with borrowed stream gravel, on site gravel collection locations must be approved in advance by the Engineer and shall be outside of the wetted channel. Upon removal of the stream isolation, gravel shall be returned to the area from which it was collected and the area re-graded to pre-project conditions. Bags may not be cut in place, and no materials shall be dumped in the waterbody. Cofferdams shall also be deployed to redirect river forces, as needed, to enable construction.

The Contractor is responsible for developing and implementing a Water Control Plan that meets all project requirements, project permit conditions, and any applicable local, state, or federal laws. The Water Control Plan shall clearly identify the Contractor's approach to manage surface and groundwater as well as treatment of turbid waters. One example of an acceptable approach to water control is illustrated on the Plans. The illustration included in the Plans is not a guarantee that additional measures will not be required. The Contractor is responsible for reviewing the feasibility and appropriateness of the approach illustrated in the Plans and developing appropriate modifications deemed necessary to manage water and turbidity in accordance with the requirements of this section for the duration of the project.

As part of the plan, the Contractor shall provide a minimum of two turbidity capture devices (sediment filter bags such as Geotubes, or approved equivalent). Sediment filter bags shall be installed in a stable location that allows filtered water to disperse

1 without causing erosion, scour, or resuspension of captured sediments. When
2 sediment filter bags become filled with sediment or cease functioning effectively, the
3 Contractor shall replace or remove and dispose of the device in accordance with
4 applicable regulations.

5
6 The Plans depict the potential for work in the wet for portions of the project area.
7 Supplemental to, or in place of isolation, temporary excavated settling pools may be
8 implemented to collect turbid water, provide settling, and facilitate recirculation of
9 turbid water to upstream areas or pumping to dissipation outlets. Flow recirculation
10 may promote bed sealing by returning turbid water to upstream constructed areas
11 where fines may be washed into placed gravels and backfilled structures. Regardless
12 of whether recirculation is implemented, all requirements of Section 3-10.3(7) apply.
13 The Contractor shall ensure that recirculation does not result in disruption to surface
14 flow downstream of the work area and that compliance with project permits is
15 achieved at the downstream Turbidity Reference Point.

16
17 Additional alternative means to control turbidity providing equivalent sediment
18 removal may be used subject to approval of the Engineer.

19
20 **8-31.3(1)B TWC Plan Implementation Meeting**

21
22 The first sentence of this section is deleted and replaced with the following:

23
24 (*****)

25 Temporary water control shall be implemented only during the approved in-water work
26 window. A single implementation meeting shall be held to cover all aspects of on-site
27 water control.

28
29 **8-31.3(2) Temporary Water Control Plan**

30
31 **8-31.3(2)B Plan Requirements**

32
33 This section is revised as described herein.

34
35 Numbered item 1 is supplemented with the following:

36
37 (*****)

- 38 c. Illustrate the locations of all dewatering sumps, discharge lines, and
39 outfall areas.

40
41 Numbered item 2, subitem a is supplemented with the following:

42
43 (*****)

- 44 x. Relocation sequence of the temporary water diversion to
45 accommodate the work (if needed).

46
47 Numbered item 3 subitem g is revised to read:

48
49 (*****)

- 50 g. Detail where sand bags or bulk bags will be used for temporary water
51 control.

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8-31.3(3) Fish Block Net Installation and Fish and Aquatic Species Exclusion

This section, including all subsections, is deleted in its entirety and replaced with the following:

(*****)

The Contracting Agency will provide and install fish exclusion materials. The Contracting Agency will also be responsible for managing and performing fish and aquatic species removal. The Contractor shall notify the Contracting Agency a minimum of ten (10) working days prior to anticipated temporary work area isolation to allow for scheduling of fish removal.

As part of this Work, the Contractor shall support Contracting Agency efforts to conduct fish and aquatic species removal. The Contractor shall be prepared to dedicate three capable laborers, a Utility Task Vehicle (UTV) with seating capacity for a driver and 1 passenger, and two three-inch trash pumps. Laborers supporting fish and aquatic species removal efforts shall be outfitted with Contractor-supplied PPE appropriate to safely work in an aquatic environment. Laborers shall be in good physical condition and capable of traversing uneven terrain and physically lifting and moving objects up to 50 pounds. Laborers shall support fish and aquatic species removal efforts as directed by the Owner which may include but is not limited to: installation and maintenance of Owner supplied block nets during salvage effort, utilizing dip nets to help capture fish and other aquatic species, and manual labor associated with transporting captured fish and aquatic species safely outside of the isolated work area. Inspection, maintenance and cleaning of block nets for duration of project is incidental to this or other bid items (Temporary Water Control).

Each trash pump supplied for this purpose shall include an appropriately screened intake, at least 20 feet of intake hose, and a minimum of 150 feet of lay-flat discharge hose. Each trash pump supplied shall be in good working order. The Contractor shall at a minimum provide fuel or other source of power (e.g., generator) and spill containment BMPs for each pump.

8-31.3(4) Dewatering Work Areas

This section is revised to read:

(*****)

The Work area shall be sufficiently dewatered to allow the Work to be completed and visually inspected. The Contractor may elect to isolate and dewater small sections of the reach at a time or develop a solution that allows for Work to progress in longer portions of the project site. Regardless of the approach taken, the Contractor is responsible for managing water such that the Work can be completed and readily inspected visually.

In addition, the Contractor shall manage water such that turbidity levels at the downstream Turbidity Reference Point, as shown on the plans, remain within acceptable levels as per the project permits. The Contractor shall be responsible for monitoring turbidity as required in the project permits and shall implement corrective measures at no additional cost to the Contracting Agency to maintain permit compliance.

1 Water shall be managed such that surface flow is maintained at all times outside of the
2 isolated work area. Dewatering of any channels outside of isolated work areas due to
3 Contractor actions is not acceptable and shall be corrected immediately at no additional
4 cost.

5
6 The Contractor shall design, install, operate, maintain, and remove a temporary water
7 control system. The Contractor bears sole responsibility for implementing a water control
8 system appropriately sized for the flows that will be encountered during construction. The
9 temporary water control system shall be used to remove water from work areas including
10 precipitation, surface water trapped within or entering the work area, and seepage when the
11 excavations are expected to extend below groundwater to the extent necessary to complete
12 the Work and allow for inspection. The system shall be capable of handling anticipated
13 seasonal flows, groundwater variations and storm events. The system shall manage turbidity
14 generated from Contractor actions at all times throughout construction. If weather forecasts
15 indicate 0-0.25-inches of rain at or upstream of the project area within a 24-hour period, the
16 Contractor shall make necessary modifications to the water control system and associated
17 turbidity controls to accommodate higher flows and maintain compliance at the downstream
18 Turbidity Reference Point. In the event forecasts show more than 0.25-inches of rain within
19 24-hours the Contractor shall pause construction and coordinate with the Owner on
20 appropriate modifications and next steps.

21
22 **8-31.3(4)A Disposal of Dewatering Water**

23
24 Disposal of dewatering water shall be in accordance with project permits, the approved
25 TWC plan, and water quality standards in WAC 173-201A. Turbid dewatering water
26 encountered onsite is anticipated to require treatment with BMPs to reduce
27 sedimentation prior to discharge.

28
29 Depending on site conditions and flow levels, the Contractor may infiltrate or otherwise
30 dispose of a portion of turbid water in lieu of treating and returning all flow to the
31 channel downstream of the project reach. Partial diversion or disposal of flow is only
32 allowed if sufficient surface flow, as determined by the Owner or Engineer, is
33 maintained upstream and downstream of the isolated work area. Recirculation is
34 permissible as described in Section 8-31.3(1)A and as detailed in the Contractor's
35 TWC Plan. Direct disposal options may include sheet flow dispersion, discharge to an
36 infiltration pit, infiltration within adjacent upland vegetated areas if available, or use of
37 a sediment filter bag that discharges to a ditch, swale, or field for small volumes of
38 localized dewatering. Outfalls for direct disposal must be located in upland areas that
39 prevent turbid waters from flowing into wetlands or waterbodies. Outfall locations shall
40 be flagged by the Contractor for review and approval by the Owner or Engineer. Scour
41 protection shall be provided at all outfalls to prevent erosion.

42
43 If the Contractor elects to utilize infiltration pits, they shall be constructed only at
44 locations approved by the Owner or Engineer to minimize vegetation disturbance and
45 maintain permit compliance. Each infiltration pit shall be excavated at the outfall
46 location and sized to manage the anticipated volume of dewatering water without
47 causing overflow or erosion. All infiltration pits shall be restored to pre-project
48 conditions following the completion of work. The areas shall be backfilled and bladed
49 to remove machinery tracks and artificial mounds of material. The ground surface shall
50 be returned to the pre-project elevation immediately outside of the excavation footprint,

1 and available slash and small woody debris shall be scattered over the restored
2 footprint.

3
4 Additional clearing of riparian vegetation or creation of temporary access roads to route
5 dewatering pipes is not allowed. Pipes may be laid by hand through existing riparian
6 forest, with the approval of the Owner or Engineer.

7
8 **8-31.4 Vacant**

9
10 Delete this section and replace it with the following:

11
12 **(*****)**
13 **8-31.4 Measurement**

14
15 Fish salvage support shall be measured by the hour, rounded up to the nearest half of an
16 hour increment.

17
18 **8-31.5 Payment**

19
20 This section is supplemented with the following:

21
22 **(*****)**
23 Payment will be made for the following Bid items when included in the proposal:

24
25 "Temporary Water Control", lump sum.

26
27 The lump sum Contract price for "Temporary Water Control" shall be full payment to
28 perform the Work as specified.

29
30 Progress payments for the lump sum item "Temporary Water Control" will be made as
31 follows:

- 32
33 1. Ten percent of the Bid amount will be paid following completion of the
34 TWC Plan including resolution of all Contracting Agency review comments.
35
36 2. Up to 75 percent of the lump sum amount may be paid for implementation
37 of temporary water control including installation of cofferdams, diversion
38 structures, pumping systems, turbidity treatment systems, and operation of
39 the TWC system necessary to perform the Work.
40
41 3. The remaining 15 percent of the Bid amount shall be paid upon full
42 removal and cleanup of all elements associated with the TWC.

43
44 "Fish Salvage Support", per hour.
45 The unit Contract price per hour for "Fish Salvage Support" shall be full
46 compensation for furnishing laborers, UTV, generators and pumps described in this
47 section and for performing manual labor in support of fish salvage efforts. Costs
48 associated with providing appropriate personal protective equipment, fuel or power
49 supply for pumps/generators/UTV, and spill prevention and containment BMPs shall
50 be considered incidental to this Work.

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49

8-32 Vacant

Replace this section with the following:

(*****)

8-32 Debris Jam Disassembly

8-32.1 Description

This Work includes careful removal of all woody material forming the debris jams shown in the Plans. The Contractor shall disassemble debris jams in a controlled manner to prevent sudden or uncontrolled release of accumulated sediment, debris, or ponded water downstream. Work also includes sorting and stockpiling of all salvaged woody material removed from the debris jams for later use in channel and floodplain construction.

The Contractor shall review the debris jams identified in the Plans and shall be responsible for determining the means and methods necessary to safely disassemble and remove the jams. Debris jam removal may require specialized equipment, rigging, or other removal methods due to the size and configuration of wood members (e.g., large old growth logs and logs with rootwads attached; estimated DBH's exceed 6-feet for several of the members to be removed) within the jams. By submitting a Bid, the Contractor acknowledges that debris jam removal may require such methods and that the Contractor has considered these conditions when preparing the Bid. The Contractor shall be responsible for the safe removal of debris jam components regardless of the size, orientation, or degree of burial of individual wood members.

8-32.2 Vacant

8-32.3 Construction Requirements

8-32.3(1) Debris Jam Disassembly

The Contractor shall examine each debris jam identified for removal and determine the means and methods necessary to safely disassemble the jam and remove its components. Removal operations are anticipated to require heavy equipment of sufficient size, capacity, and reach to safely extract very large, embedded, and interlocked wood members (including old growth logs), which may exceed the capacity of equipment typically used for general excavation work. The Contractor shall be responsible for utilizing all information available to determine the appropriate equipment and methods necessary to safely remove jam components.

Rigging systems may utilize standing trees as anchor points only with approval of the Owner or Engineer. Any proposed use of standing trees for rigging shall avoid damage to mature trees within the project area (e.g., chaffing guards/slings). Damage to mature trees caused by rigging or equipment operations will not be permitted. The Contractor shall be responsible for the design and safe implementation of all rigging systems if used.

1 The Contractor shall remove debris jam material incrementally and in a manner that
2 maintains stability of the remaining jam and surrounding channel features during
3 construction. Disassembly shall generally progress through careful removal of individual key
4 pieces forming the jam. The Contractor shall exercise reasonable care to avoid damaging
5 key pieces forming the jam and shall attempt to remove salvageable wood intact prior to
6 cutting or breaking wood members. Cutting, breaking, or otherwise damaging wood or logs
7 suitable for reuse shall not occur unless necessary to safely remove the material.

8
9 Disassembly shall generally progress from the highest portion of the jam toward the lowest
10 portion, unless an alternative sequence is determined by Contractor to provide increased
11 safety and equal or improved control of debris jam stability or sediment release. Debris jam
12 disassembly shall continue until the finished grade level shown in the Plans is reached or the
13 debris jam is completely removed.

14
15 If the debris jam extends below the finished grade level, the Contractor shall coordinate
16 closely with the Engineer for the final 5 vertical feet of debris jam removal. Removal of the
17 final 5 vertical feet above finished grade may require additional care, selective sawcutting,
18 and careful manipulation of remaining members to prevent disturbance of material intended
19 to remain.

20
21 The Contractor shall coordinate debris jam disassembly with excavation and grading
22 operations described in Section 3-10. Debris jam disassembly shall occur only after
23 temporary water control measures have been implemented in accordance with Section 8-31,
24 including fish salvage/rescue operations.

25 26 **8-32.3(2) Salvage of Woody Material**

27
28 All woody material removed from debris jams and from within the grading limits shall be
29 sorted and stockpiled for later use as directed by the Engineer. Large woody material
30 suitable for reuse shall consist of logs with a minimum diameter of 12 inches and a
31 continuous, undamaged length of at least 20 feet. Salvaged large woody material suitable for
32 reuse shall be sorted into two diameter classes: logs with diameters between 12 and 24
33 inches and logs greater than 24 inches in diameter. Woody material less than 12 inches in
34 diameter and/or less than 20 feet in length shall be stockpiled separately from salvageable
35 large woody material for use as racking material for ELJs and LWM placements.

36
37 Organic debris and wood unsuitable for reuse shall include decomposed or structurally
38 unsound material unsuitable for later use in channel construction. Woody material unsuitable
39 for reuse shall be stockpiled separately from salvaged large woody material. A single
40 stockpile generally organized by length is acceptable. Woody material unsuitable for reuse
41 shall be distributed across the site and disposed of at locations approved by the Owner
42 Engineer or incorporated into floodplain features as directed. Unsuitable materials shall not
43 be placed within the active channel unless directed by the Engineer.

44 45 **8-32.3(3) Partial Disassembly for Temporary Work Access**

46
47 Depending on the Contractor's sequencing of the Work, partial disassembly of one or more
48 debris jams may be required to allow access to other portions of the project area. When this
49 occurs, partial debris jam removal sufficient to allow equipment and vehicles to access the
50 necessary work area may proceed in accordance with the requirements of Section 8-32.3(1).

51

1 **8-32.4 Measurement**

2
3 Debris jam disassembly shall be measured per each debris jam removed.

4
5 **8-32.5 Payment**

6
7 Payment will be made for the following Bid item when included in the Proposal:

8
9 "Debris Jam _____ Disassembly", per each.

10 The unit Contract price for "Debris Jam _____ Disassembly" shall be full
11 payment for disassembly of existing debris jams, separation and sorting of
12 materials, salvage and protection of large woody material, and furnishing all
13 labor, equipment, tools, and incidentals necessary to complete the Work.

14
15 Handling and placement of stockpiled salvaged wood and racking for
16 construction of channel features shall be incidental to bid items in Section 8-
17 33. Excavation, sorting, stockpiling, and placement of all alluvium within
18 debris jams shall be paid as described in Section 3-10.

19
20 Add the following new section:

21
22 (*****)

23 **8-33 LWM Placement and ELJ Construction**

24
25 **8-33.1 Description**

26
27 Work under this item includes furnishing all labor, equipment, tools, and incidentals necessary
28 to assemble and install Grade Control Engineered Logjam (ELJ) structures, Large Woody
29 Material (LWM) placement structures, habitat log placements, boulder collars, and mechanical
30 connections as shown in the Plans or as directed by the Owner or Engineer. Work includes
31 transport and handling of Owner-furnished materials, excavation and over-excavation required
32 to construct structures below finished channel grade, placement of logs and salvaged woody
33 material, assembly of structures, installation of mechanical connections where directed, and
34 final backfill and grading around completed structures.

35
36 Logs shall be arranged, placed, and buried generally as indicated in the Plans. Because
37 natural logs vary in size, shape, and branching structure, the Contractor shall anticipate that
38 field-fit adjustments to individual log placement, burial depth, and orientation will be necessary
39 for each ELJ/LWM structure. These adjustments are expected and no additional payment will
40 be made for field-fit modifications required to assemble structures using natural materials.

41
42 LWM placement structures include the structure types identified in the Plans and may include
43 grade control ELJs, field-directed apex and wood catch structures, and other habitat features.
44 The final arrangement of logs within structures may be adjusted by the Engineer based on site
45 conditions.

46
47 Owner-furnished materials damaged due to Contractor negligence shall be replaced at the
48 Contractor's expense.

1 **8-33.2 Materials**

2
3 **8-33.2(1) Owner-Furnished Wood**

4
5 A portion of the logs and trees used for ELJ and LWM construction will be furnished by the
6 Owner. Trees generated during clearing operations and suitable wood salvaged from debris
7 jam removal described in Section 8-32 may also be used in ELJ or LWM construction as
8 directed by the Engineer.

9
10 The Owner will provide approximately 50 rootwad logs and 50 stick logs for use in ELJ and
11 LWM construction. Provided logs shall be maintained at their current lengths for use in
12 Grade Control ELJs and LWM placements. The Contractor shall coordinate closely with the
13 Engineer when processing these logs to ensure optimal use of the material.

14
15 Owner-provided logs are stockpiled at the location identified in the Contract Documents
16 (near terminus of 7800N Road). The Contractor shall be responsible for loading,
17 transporting, processing, and stockpiling Owner-provided wood as part of this Work.

18
19 Selection, handling, relocation, and transport of salvaged wood within the project limits shall
20 be incidental to other Bid items.

21
22 **8-33.2(2) Owner-Furnished Boulder Collar Materials**

23
24 Boulders and associated materials used for Contractor's construction of boulder collars will
25 be furnished by the Owner. Owner-furnished boulders will be stored at a location identified in
26 the Contract documents (within ¼ mile of terminus of 7800N Road). The Contractor shall
27 transport these materials to the Work area as needed for installation.

28
29 Boulders recovered during channel excavation that are determined by the Engineer to be
30 suitable may be substituted for Owner-furnished boulders.

31
32 **8-33.2(3) Mechanical Connection Materials**

33
34 Materials used for mechanical connections, including chain, threaded rod, rebar, epoxy, and
35 connection hardware, will be furnished by the Owner. The Contractor shall transport, handle,
36 and install these materials as shown on the Plans or as directed by the Engineer.

37
38 Equipment necessary for boulder collar assembly and mechanical connections such as
39 drills, generators, compressors, brushes, cleaning liquids and items other than those listed
40 above as provided by the Owner shall be furnished by the Contractor and considered
41 incidental to other bid items (e.g., Assemble and Install Boulder Collar).

42
43 **8-33.3 Construction Requirements**

44
45 **8-33.3(1) Log Handling and Processing**

46
47 At all times when logs are being handled, transported, or placed, the Contractor shall
48 exercise care to minimize damage to logs, rootwads, and branches. Logs with rootwads
49 shall be handled by grasping the bole of the log rather than the root mass to avoid damage.
50 Full trees, treetops, and logs with branches shall be handled in a manner that preserves
51 branches where practicable for use as racking material.

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Owner-provided logs damaged during handling or transport such that they are no longer suitable for their intended purpose shall be replaced or supplemented at the Contractor's expense as directed by the Engineer.

The Contractor shall be responsible for sorting, processing, and transporting all stockpiled woody material resulting from debris jam disassembly as well as owner-provided logs. The Contractor shall load, haul, and temporarily stage all required logs and woody material as needed to construct ELJs and LWM placements.

8-33.3(2) Structure Excavation and Site Preparation

When ELJs or LWM structures are constructed within areas of channel excavation, the Contractor shall over-excavate below the finished channel grade as necessary to allow placement of logs, rootwads, ballast material, and structural members as shown on the Plans (e.g., embedded).

Where structures are constructed within areas of channel fill, the Contractor may construct structures concurrently with fill placement or following completion of rough channel grading. If structures are constructed after rough grading is complete, the Contractor shall over-excavate below finished grade as required to install the structure. All over-excavation and backfill required to construct ELJ and LWM structures shall be considered incidental to this Work.

As space allows, excavated materials may be temporarily staged adjacent to the structure location and reused for backfill following installation of logs, racking material, and connections. Backfill shall be placed in lifts not exceeding 18 inches and compacted using the bucket of an excavator or other suitable means to a firm and unyielding condition.

8-33.3(3) Structure Assembly

The Contractor may construct ELJ and LWM structures in any sequence provided the final arrangement of the structure generally conforms to the configuration shown on the Plans or as directed by the Engineer. Logs shall be placed to form stable interlocking structures with rootwads, key members, racking material, and slash arranged to create structural stability and hydraulic complexity. Racking material consists of smaller woody material such as branches, treetops, slash, and smaller logs placed in front of and within structures at varying elevations and orientations to increase hydraulic roughness and promote sediment and organic material capture.

Placement of logs within each structure will require careful manipulation and field-fit adjustments to accommodate natural variations in log geometry. Construction equipment such as excavators equipped with grapples or articulating buckets may be used to facilitate log handling and placement.

Certain placements of LWM structures are anticipated to be field-directed (e.g., Apex Structure, Wood Catch Structure). Such placements shall be as directed by the Engineer and shall be paid for by force account as described in Section 1-09.6.

Construction of structures shall occur while temporary water control measures described in Section 8-31 are in place where required.

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8-33.3(4) Boulder Collars

Boulder collars shall be assembled and installed using Owner-furnished boulders, epoxy, and hardware. The Contractor shall transport boulders from the location identified in the Contract documents (within 1/4 mile from terminus of 7800N Road) and assemble boulder collars as shown in the Plans unless otherwise directed by the Engineer.

At a minimum, the Contractor shall:

1. Pair boulders based on similar approximate size and weight (e.g., each boulder for a particular collar shall weigh the same +/- 500 pounds).
2. Drill a hole, of the diameter shown on the Plans, perpendicular to the rock surface to the specified depth.
3. Thoroughly clean the drilled hole to remove all dust and debris. Cleaning using repeated cycles of blowing compressed air and clean water followed by cleaning with a wire brush to remove all dust is suggested, but the Contractor shall be responsible for determining and implementing appropriate means of cleaning to ensure a clean and suitable bonding surface.
4. Thoroughly clean and dry all epoxy bonding surfaces (including threaded rod), using acetone or another approved cleaning agent if necessary.
5. Add epoxy to the prepared hole per manufacturer's instructions including required mixing and wastage. The volume of epoxy added shall be such that when the threaded rod or rebar is inserted a small amount oozes out of the top of the prepared hole around the entire circumference of the threaded rod.
6. Allow epoxy to cure per manufacturer's instructions prior to handling.

Assembled collars shall be placed within ELJ and LWM structural elements as directed by the Engineer. All hauling of boulders/boulder collars is incidental to Assemble and Install Boulder Collar bid item.

Assembled boulder collars shall be tested as directed by Engineer prior to placement (incidental to bid item). Failure of the assembled boulder collars during testing or installation, other than by rock fracture or hardware failure (e.g., shear or bending of threaded rod), shall be corrected by the Contractor at no additional cost to the Owner. Fracture of boulders at any point clearly due to Contractor actions (e.g., due to dropping, dumping, crushing) shall also be corrected at no additional cost to the Owner.

Where suitable boulders are encountered during channel excavation, the Engineer may direct the Contractor to substitute these boulders for Owner-furnished materials.

8-33.3(5) Mechanical Connections

Mechanical connections, including bolted connections, chain lashings, and bedrock anchors shall be installed where directed by the Engineer and shall conform to the details shown on the Plans. Connections shall be constructed so that connected members remain tight with no visible slack or sagging after installation. Any adjustments required following initial installation to ensure tension in the connection shall be considered incidental to the Work.

For bedrock anchors, the Contractor shall at a minimum:

1. Drill a hole, of the diameter shown on the Plans, perpendicular to the rock surface to the specified depth.

- 1 2. Thoroughly clean the drilled hole to remove all dust and debris. Cleaning using
- 2 repeated cycles of blowing compressed air and clean water followed by cleaning with
- 3 a wire brush to remove all dust is suggested, but the Contractor shall be responsible
- 4 for determining and implementing appropriate means of cleaning to ensure a clean
- 5 and suitable bonding surface.
- 6 3. Thoroughly clean and dry all epoxy bonding surfaces (including threaded rod), using
- 7 acetone or another approved cleaning agent if necessary.
- 8 4. Add epoxy to the prepared hole per manufacturer's instructions including required
- 9 mixing and wastage. The volume of epoxy added shall be such that when the
- 10 threaded rod or rebar is inserted a small amount oozes out of the top of the prepared
- 11 hole around the entire circumference of the threaded rod.
- 12 5. Allow epoxy to fully cure per manufacturer's instructions prior to nut/washer
- 13 installation and tightening.
- 14 6. Drill a pilot hole (if necessary) matching the diameter shown on the Plans through the
- 15 log identified in the field.
- 16 7. Apply Owner-furnished chain, threaded rod, washers, and nuts as shown on the
- 17 Plans.
- 18 8. Tighten as per indicated on the plans.
- 19 9. Trim excess threaded rod and peen exposed threads as required on the Plans.

20

21 For bolted connections, the Contractor shall at a minimum:

- 22 1. Ensure the logs to be connected via bolted connection are touching.
- 23 2. Drill a pilot hole of the diameter shown on the Plans completely through both logs.
- 24 3. Apply Owner-furnished threaded rod, chain, washers, and nuts as shown on the
- 25 Plans.
- 26 4. Tighten all nuts as required in the Plans.
- 27 5. Trim excess threaded rod and peen exposed threads as required on the Plans.

28

29 For chain lashings, the Contractor shall at a minimum:

- 30 1. Apply Owner-furnished chain in the configuration shown on the Plans.
- 31 2. Neatly dress the lashing to ensure that all loops, wraps, and crosses are tight and
- 32 square.
- 33 3. Apply tension to the dressed lashing using a ratchet chain binder or other approved
- 34 means (to be provided by the Contractor).
- 35 4. Install Owner-furnished shackle, coupling link, or repair link to close the lashing.
- 36 5. Remove tensioning device.

37

38 Connections that do not meet the requirements shown in the Plans and described in this

39 section shall be corrected at no additional cost to the Contracting Agency.

40

41 In the event the Contracting Agency requests that the Contractor procure additional

42 materials for mechanical connections, such Work shall be paid by force account as

43 described in Section 1-09.6.

44

45 **8-33.4 Measurement**

46

47 Grade Control ELJs, LWM Placement structures, and Boulder Collars will be measured per

48 each installed. Mechanical connections will be measured per each installed where directed by

49 the Engineer.

50

8-33.5 Payment

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

“Grade Control ELJ”, per each.

“LWM Placement Type _____”, per each.

“Assemble and Install Boulder Collar”, per each.

“Mechanical Connection – _____”, per each.

When measured per each, the unit Contract price shall be full payment for furnishing all labor, tools, equipment, and incidentals necessary to complete the Work including but not limited to transporting Owner-furnished materials, excavation and backfill associated with structure installation, placement of logs and racking material, installation of mechanical connections where directed, final grading, and all work necessary to construct the structures as shown on the Plans or as directed by the Engineer.

Estimated quantities for mechanical connections are provided in the Proposal for bidding purposes. Mechanical connections will be installed where directed by the Engineer.

“Field-Directed Wood Catch ELJ/Apex ELJ Placement – FA”, by force account.

When the Contractor is directed by the Owner or Engineer to perform the two Wood Catch ELJ and Apex ELJ placements that are entirely fit in the field (no specific details included in the Plans), this Work shall be paid by force account as specified in Section 1-09.6.

“Additional Material Procurement – FA”, by force account.

All Work associated with procuring additional woody materials, boulders, or associated hardware for placement of LWM or ELJ structures, assembly of additional boulder collars, or installation of additional mechanical connections and importing to the site when directed by the Owner or Engineer shall be paid by force account as specified in Section 1-09.6.

“Additional Haul and Transport of Offsite Boulders – FA”, by force account.

Additional hauling and transport of boulders from locations other than those identified in the Contract Documents (e.g., if Owner supplied boulders are staged further than 0.25 miles from the terminus of the 7800N Road) will be paid by force account as specified in Section 1-09.6.

**Division 9
Materials**

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Standard Plans

The following most recent version of the State of Washington Standard Plans for Road, Bridge and Municipal Construction M21-01, is made a part of this contract.

Exhibit G

Project Permits and Placeholders

- Corps of Engineers 404/401 including NOAA/NMFS ESA Compliance – Submitted – under review. Permits anticipated by May 30, 2026
- USFWS – PROJECTS Programmatic Permit (ESA Compliance) – Submitted – under review. Permit anticipated by May 30, 2026
- WDFW HPA – Submitted – under review. Permit anticipated by May 30, 2026
- DNR FPA – In Progress. Permit anticipated by May 30, 2026

Exhibit H
Grant Agreements (Redacted)

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

Exhibit I
Tribe's Q&A Responses / Addenda

Reserved for incorporation into the Contract Documents upon award.

Exhibit J
Selected Construction Contractor's Proposal and Bid Forms

Reserved for incorporation into the Contract Documents upon award.

Exhibit K
Selected Construction Contractor's Bonds

Reserved for incorporation into the Contract Documents upon award.