

Snake Creek Confluence Restoration Project

Yost Property

1 GENERAL REQUIREMENTS

1.1 Scope of Work

The work includes furnishing all labor, equipment, and materials for shaping streambanks, installing large wood structures and willow clump plantings, according to the project plan sets. **All large wood for the project will be provided by the Contracting Agency at the job site.**

1.2 Work Coordination and Scheduling

Project Schedule. The selected Contractor shall submit a proposed schedule as part of their proposal. The scheduled completion date must be the same as the contractual completion date. Should the Contractor show a completion date earlier than the Contractual completion date, the resulting “float” shall belong to both the Contracting Agency and the Contractor. **The in-water work period established for the project is June 1st – October 15th.**

1.3 Reasonably Implied Work and Incidental Items

Any part of the work that is not mentioned in these Specifications, but is shown on the Plans, or any part not shown on the Plans, but described in these Specifications, or any part not shown in the Plans nor described in the Specifications which is necessary or normally required as a part of such work, or is necessary or required to make each installation satisfactorily operable; shall be performed by the Contractor as incidental work without extra cost to the Contracting Agency.

1.4 Payment For Extra Work Based on Time and Materials

Any work required to carry out the intent of this contract document by changes not clearly indicated in the document, or which cannot be reasonably implied from the intent and meaning of the Contract Documents and which cannot be classified under any of the items for which a lump sum price is listed in the Contractor’s proposal shall be paid for on a unit price account basis based on the Proposal Form rates provided. All extra work must be approved in writing by the Contracting Agency prior to executing the work. If the method of payment cannot be agreed upon prior to beginning work, and the Engineer directs that the work be done, then the Contractor shall furnish labor, equipment and materials necessary to complete the work in a satisfactory manner and within a reasonable period of time. For the work performed, payment will be made for the documented actual cost of labor, materials, rental expenses, and additional insurance expenses.

Materials: The cost of materials reported shall be at invoice or the lowest current price at which materials are locally available and delivered to the job in the quantities involved, plus the cost of freight and delivery. If, in the opinion of the Engineer, the cost of materials is excessive

or the Contractor does not furnish satisfactory evidence of the cost of such material, then the cost shall be deemed to be the lowest current wholesale price for the quantity concerned delivered to the work site less trade discount.

Equipment: The Contractor will be paid for the use of equipment at the rate listed on the Proposal Form or for such equipment not listed, rates shall be as specified in the current edition of the following reference publication: "Rental Rate Blue Book" as published by Dataquest (a company of Dunn and Bradstreet Corporation, 1290 Ridder Park Drive, San Jose, CA 95131). The rental time to be paid for equipment on the work site shall be the time the equipment is in productive operation on the extra work being performed and, in addition, shall include the time required to move the equipment to the work site and return it to its original location if the equipment is used solely for the extra work.

Work Report: In order to be paid for extra work, the Contractor must submit a work report in a format approved by the Engineer. Failure to complete the form and submit the form for appropriate signatures by the next working day after extra cost work from the previous day was completed will result in the Contractor's costs for extra work being disallowed.

1.5 Spill Prevention, Equipment Fluids, and Cleaning Requirements

All equipment that will be in or around active water shall utilize a biodegradable hydraulic oil for all mechanical fluids. The fluids shall be manufactured with a vegetable oil blend to meet U.S. Federal bio-based procurement guidelines as defined in Section 9002 of the Farm Security and Rural Investment Act of 2002 (FSRIA).

Prevention of Oil Spills. The Contractor shall not maintain storage facilities for oil or oil products on site. If a spill of petroleum product should occur in water, the Contractor shall take immediate action to clean up or contain the spill, then immediately notify the Engineer and the Oregon Emergency Response System (OERS), telephone 1-800-452-0311 or 1-503-378-4124, and then immediately notify the Contracting Agency. Contractor shall have a SPILL RESPONSE KIT on the project whenever equipment is operating. The spill kit shall be sufficient to absorb 34 gallons of oil, designed to float on the surface, while absorbing oil and repelling water. The KIT shall meet or exceed the physical properties of "New Pig Products Spill Kit #408".

Oil absorbing mats are required under all stationary equipment, or equipment being serviced within the project area to prevent leaking or spills. Such material will be furnished by Contractor and approved by Engineer.

Servicing of all equipment shall be done only in the areas approved by the Engineer at least 150' from the water.

All earth moving equipment (loaders, excavators, dump trucks, etc.) moved to the job site shall be cleaned of weeds and their seeds prior to each entrance onto the project. Cleaning shall consist of the removal of all dirt, grease, debris, and materials that may harbor noxious weeds and their seeds. This may require the use of a pressure hose.

Equipment shall be made available for visual inspection by the Project Inspector prior to entering the project area. The Contractor shall advise of a proposed date for mobilization. Inspections will take place at mutually agreeable en-route locations in advance of entry into the

project area. Special attention shall be paid to remove seeds and propagules of the following species:

spotted knapweed (<i>Centaurea maculosa</i>)	diffuse knapweed (<i>C. diffusa</i>)
yellow starthistle (<i>C. solstitialis</i>)	gorse (<i>Ulex europaeus</i>)
rush skeletonweed (<i>Chondrilla juncea</i>)	tansy ragwort (<i>Senecio jacobaea</i>)
purple loosestrife (<i>Lythrum salicaria</i>)	distaff thistle (<i>Carthamus lanatus</i>)
false brome (<i>Brachypodium sylvaticum</i>)	Japanese knotweed (<i>Fallopia japonica</i>)

The Contractor shall take special care under this contract to prevent contamination of water at the work sites with any petroleum residues from mechanical equipment operations. This shall include daily inspection and cleaning as appropriate.

1.6 Site Investigation and Representation

The Contractor acknowledges satisfaction as to the nature and location of the work, the general and local conditions, particularly those bearing upon availability of transportation, access to the sites, disposal, handling and storage of materials, availability of labor, water, electric power, roads, and uncertainties of weather, ground water elevation, or similar physical conditions at the site and all other matters that can in any way affect the work or the cost thereof under this contract.

The Contractor further acknowledges satisfaction as to character, quality, and quantity of surface and subsurface materials to be encountered from their inspection of the site and from reviewing any available records included in these documents. Failure by the Contractor to become acquainted with the physical conditions of the site and all the available information shall not relieve the Contractor from the responsibility for properly estimating the difficulty or cost of successfully performing the work. Proposers and Contractors are responsible for making their own determination of subsurface conditions.

The Contractor warrants that as a result of examination and investigation of all the aforesaid data, the Contractor can perform the work in a good and workmanlike manner and to the satisfaction of the Engineer.

Any information obtained by the Engineer regarding site conditions, subsurface information, groundwater elevation, existing construction of site facilities as applicable, and similar data will be available for inspection upon request. Such information is offered as supplementary information only.

1.7 Easements and Access

The Contracting Agency has secured access to the project site through a private road on the Yost property. The Contractor shall confine construction operations to within the limits of this construction access, construction site, rights-of-way, and access areas as shown on the Plans, or make special arrangements with the property owners or Project Inspector for additional area required. Any damage to property shall be the responsibility of the Contractor. If additional access is necessary to complete the project, the Contracting Agency will assist the Contractor to

the fullest extent practicable; however, all damages and claims by private parties will be the responsibility of the Contractor.

1.8 Vegetation Preservation

(a) The Contractor shall not remove, deface, injure, or destroy trees, shrubs, or similar natural features not designated for treatment. The Contractor shall confine operations to within the clearing limits or other areas designated in the contract documents, and prevent the depositing of rocks, excavated materials, stumps, or other debris outside of these limits. Material which falls outside of these limits shall be retrieved, disposed of, or incorporated in the work as directed by the Engineer.

(c) No objectionable material shall be allowed to enter any stream, river, lake, or other body of water. Material which falls in these areas shall be retrieved and disposed of, or incorporated in the work as directed by the Engineer, and damage to vegetation or structures outside the project limits shall be repaired as directed by the Engineer.

(d) The Contractor shall not operate equipment or otherwise disturb the natural vegetation and soil beyond the areas flagged on the ground or beyond two feet from edge of channel restoration, top of cuts, or toe of fills.

(e) The Contractor will make every reasonable attempt to preserve the scenic and natural environment along this construction project.

(f) Prior to the start of construction the Contractor shall submit to the Engineer for approval a schedule and plan for temporary pollution control measures.

1.9 Traffic Control and Public Roads

The Contractor shall provide, erect, and maintain all necessary barricades, suitable and sufficient lights, danger signals, signs, and other traffic control devices, and shall take all necessary precautions for the protection of the work and safety of the public. Suitable warning signs shall be provided to properly control and direct traffic.

4.11 Control of Material

Rights In and Use of Materials - The Contractor may use on the project suitable stone, gravel, or sand encountered in the excavation that meets specific project specifications.

Excavation - Rocks and mineral soil excavated within the normal excavation shall be conserved and used as needed if it meets the material specification.

Storage and Stockpiling of Materials - Materials shall be stored to assure the preservation of quality and fitness for the work. Stored materials shall be located to facilitate their prompt inspection.

Earthwork Tolerances - Unless working tolerances are specified, all work performed and materials furnished shall be in reasonably close conformity with lines, grades, cross sections, dimensions, and material requirements shown on the Plans, indicated in the specifications, or

designated on the ground. "Reasonably close conformity" is in compliance with reasonable and customary construction tolerances for restoration projects, typically within three inches of design grade.

1.10 Items Furnished By Contracting Agency

The Contracting Agency will provide all large wood for the project and will deliver it to the site and place it in a staging area. It is the Contractor's responsibility to sort and move the large wood into place for final installation.

1.11 Fish Salvage

Contractor shall coordinate construction schedule with contracting agency to permit fish salvage in isolated work areas. Notify contracting agency 1 week in advance of work area isolation.

1.12 Construction Stakes, Lines, and Grades

(a) The Engineer will mark with flagging and/or wire flags the project layout. The flags, wire flags, hubs, and stakes constitute the field control from which the Contractor shall execute the work, and shall be left in place until the Engineer approves their removal.

(b) The Contractor shall do all further surveying, and reference staking to establish the horizontal and vertical control necessary to result in having the finished work comply with the lines and grades shown on the Plans or stated in the specifications. This work is incidental to the pay items.

(c) If any construction control points have been destroyed or displaced, or are erroneous, the Contractor shall promptly notify the Engineer. If these points are destroyed or displaced due to Contractor's negligence or operation, the cost for replacing them will be charged to the Contractor.

1.13 Final Cleanup

Contractor shall remove and dispose all of its own trash and refuse from the contract area. Material to be removed includes, but is not limited to garbage, used engine oil, oil filters, oil cans, grease cartridges, etc. The Contractor shall also remove and dispose of upon completion of Project, all stakes, sediment and turbidity control devices, flagging, wood debris, rock chips, and similar debris within the project area. This cleanup is a subsidiary item for which no special payment will be made. All debris shall be disposed off the job site and in accordance with State and Local disposal requirements.

1.14 Protection of Cultural Resources

Contractor shall protect all known and identified historic or prehistoric sites, buildings, objects and properties related to American history, architecture, archaeology and culture against destruction, obliteration, removal or damage during Contractor's Operations. In accordance with 36 CFR 296.14(c), Contractor shall bear costs of restoration, provided that such payment shall not relieve Contractor from civil or criminal remedies otherwise provided by law.

Wheeled or track-laying equipment shall not be operated within such areas except on roads. Unless agreed otherwise, trees will not be felled from or into such areas.

1.15 Protection of Habitat of Endangered, Threatened, and Sensitive Species

Location of areas needing special measures for protection of plants or animals listed as threatened or endangered under the Endangered Species Act of 1973, as amended are shown on the Plans and identified on the ground. Measures needed to protect such areas are as follows:

- 1) No blasting allowed.
- 2) Between April 1st and September 15th, heavy equipment or power tool use is restricted to one hour after sunrise to one hour before sunset.
- 3) To minimize the risk of attracting predators to activity areas, all garbage (especially food products) shall be contained or removed daily from the vicinity of any activity.

1.16 Existing Utilities

The locations of existing utilities shown on the Plans are based on available information and are not guaranteed to be accurate or complete. The Contractor is responsible for verifying the locations of all existing utilities. For locates call 1-800-332-2344 a minimum of 48 hours in advance. The Contractor must notify all utility offices that will be affected by the construction cooperation at least 48 hours in advance. Under no circumstances shall the Contractor expose any utility without first obtaining permission from the appropriate agency. Once permission has been granted, the Contractor may locate, expose, and provide temporary support for all existing underground utilities. The Contractor shall reschedule his/her work to allow relocation of any conflicting utility. The Contractor shall not be entitled to additional compensation for delays in the project attributed to the relocation of utilities.

1.17 Existing Structures

Necessary precautions should be taken to prevent damage to existing structures whether on the surface or underground. An attempt has been made to show major structures on the drawings. The completeness and accuracy of information shown cannot be guaranteed, and it is presented simply as a guide to avoid known possible difficulties.

It is the Contractor's responsibility to protect underground and above ground structures from damage, whether or not they lie within the limits of the rights-of-way or easements obtained by the owner. Where such existing structures must be removed in order to carry out the construction, or are damaged during construction, restoration shall be made to their original condition to the satisfaction of the property owner involved, at the Contractor's expense. The Engineer shall be notified of any damaged underground structure and repairs or replacements shall be made before backfilling.

1.18 Insurance/Responsibility for Damages/Hold Harmless

1. Contractor shall be responsible for all damage to property, injury to persons and loss, expense, inconvenience and delay that may be caused by or result from the carrying out

of the work to be done under this contract, or from any act, omission or neglect of Contractor, its subcontractors, personnel or agents, and the Contract shall defend, indemnify and hold harmless the Owner and the Contracting Agency against any claims arising from said damage, injury, loss or expense.

2. Contractor shall indemnify, defend, and hold harmless the private landowner, Contracting Agency, River Design Group, Inc. and its officers, divisions, and employees and members from all claims, suits or actions of any nature out of or relating to the acts or omissions of Contractor, its officers, subcontractors, agents or employees under this contract.
3. Primary Coverage. Insurance carried by Contractor under this contract shall be the primary coverage.
4. Comprehensive or Commercial General Liability. Contractor shall obtain at Contractor's expense and maintain comprehensive or commercial general liability insurance covering bodily injury and property damage. This insurance shall include personal injury coverage, contractual liability coverage for the indemnity provided for under this contract, and products/completed operations liability. Combined single limit per occurrence shall not be less than two million dollars or the equivalent. Each annual aggregate limit shall not be less than two million dollars when applicable.
5. Automobile liability. Contractor shall obtain at Contractor's expense and keep in effect during the term of this contract, automobile liability insurance. This coverage may be written in combination with the comprehensive or commercial general liability insurance. Combined single limits per occurrence shall not be less than one million dollars or the equivalent.
6. Worker's Compensation. The Contractor, its subcontractors, if any, and all employers providing work, labor or materials under this contract are subject employers under the Oregon Worker's Compensation law and shall comply with ORS 656.017, which requires them to provide worker's compensation coverage that satisfies Oregon law for all their subject workers. This shall include employer's liability insurance with coverage of not less than \$100,000 each accident. Contractors who perform the work without the assistance of labor of any employee need not obtain such coverage.
7. "Tail" Coverage. If any of the aforementioned liability insurance is arranged on a "claims made" basis, "tail" coverage will be required at the completion of this contract for the duration of 24 months. Contractor will be responsible for furnishing certification of "tail" coverage as described or continuous "claims made" liability coverage for 24 months following contract completion. Continuous "claims made" coverage will be acceptable in lieu of open "tail" coverage, providing its retroactive date is on or before the effective date of this contract. This will be a condition of the final acceptance of work or services and the related warranties, if any.
8. Additional Insured. The liability insurance coverages required for performance of this contract shall include the private landowner (Joseph Yost), Contracting Agency, River

Design Group, Inc., but only with respect to the Contractor's activities to be performed under this contract.

9. Notice of Cancellation or Change. There shall be no cancellation, material change, potential exhaustion of aggregate limits or intent not to renew the insurance coverage without 30 days written notice from the Contractor or its insurer to the Contracting Agency. Any failure to comply with the reporting provisions of this insurance, except for the potential exhaustion of aggregate limits, shall not affect the coverages provided to the Additional Insured.
10. Certificates of Insurance. As evidence of the insurance coverages required by this contract, the Contractor shall furnish certificate(s) to the Contracting Agency prior to issuance of a notice to proceed. The certificate(s) will specify all of the parties who are additional insureds (or loss payees). Insurance coverages required under this contract shall be obtained from acceptable insurance companies or entities as deductibles, self-insured retentions and/or self-insurance included hereunder. **Certificates of insurance shall list the private landowner (Joseph Yost), Contracting Agency and River Design Group, Inc. as additional insured.**

1.19 Contracting Agency's Right To Terminate Contract

The Contracting Agency, after providing Contractor opportunity for remedy, may without prejudice to any other right or remedy and after giving Contractor and Contractor's surety seven days written notice, terminate the contract under the conditions including but not limited to those listed below.

1. If Contractor should voluntarily or involuntarily seek protection under the United States Bankruptcy code and its Debtor in Possession or Trustee for the Estate fail to assume the contract within a reasonable time.
2. If Contractor should make a general assignment for the benefit of Contractor's creditors.
3. If a receiver should be appointed on account of Contractor's insolvency.
4. In Contractor should repeatedly refuse or fail to supply an adequate number of skilled workers or proper materials to carry on the Work as required by the contract documents, or otherwise fail to pursue the Work in a timely manner.
5. If Contractor should repeatedly fail to make prompt payment to subcontractors or for material or labor, or should disregard the instructions of the Engineer or its representatives.
6. If Contractor is otherwise in material breach of any part of the contract.

At any time that the above occurs, the Owner may take possession of the project site and premises and of all materials, and finish the work by whatever method the Contracting Agency deems expedient.

In such case, the Contractor shall not be entitled to receive further payment until the Work is completed. If the unpaid balance of the contract price shall exceed the Owner's cost of

finishing the work, such excess shall be paid to the Contractor. If the Owner's cost of finishing the work exceeds the unpaid balance of the contract price, Contractor shall promptly pay the difference to Owner.

1.20 Suspensions Of Work for Other than Owner's Convenience

The Engineering Representative may issue orders to suspend the work wholly or in part for such period of time as deemed necessary because of: (1) weather or ground conditions when further prosecution of the work might cause environmental or resource damage to the project, access roads to the project, or adjacent property. Such action would include but not be limited to instances such as siltation of streams, damage to access roads, rutting of project roads which causes otherwise suitable soils to be muddy or unsuitable; or (2) failure of the Contractor to comply with specifications such as but not limited to performing work prior to prerequisite approvals, operating equipment not meeting fire requirements, or when conditions exist which do not meet safety requirements.

1.21 Contracting Agency's Right to Terminate for Convenience

Contracting Agency may terminate the contract in whole or in part if the Contracting Agency determines that Termination of the contract is in his best interest.

Contracting Agency will provide the Contractor and the Contractor's surety seven (7) days prior, written notice of a termination for public convenience. After such notice, the Contractor and the Contractor's surety shall provide the Contracting Agency with immediate and peaceful possession of 1) the project site and premises; and 2) materials located on and off the project site and premises for which the Contractor received progress payment, if any. Compensation for work terminated by the Contracting Agency under this provision shall be made according to the terms of these General Requirements. In no circumstances shall Contractor be entitled to lost profits due to termination.

Action Upon Termination: Upon receiving a notice of termination and except as directed otherwise by the Contracting Agency, Contractor shall immediately cease placing further subcontracts or orders for materials, services, or facilities. In addition, Contractor shall terminate all subcontracts or orders to the extent that they relate to the work terminated, and with the prior approval of the Contracting Agency, settle all outstanding liabilities and termination settlement proposals arising from the termination of said constructs and orders.

As directed by the Contracting Agency, Contractor shall, upon termination, transfer and deliver to the Contracting Agency all project documents, information and other property that, if the contract had been completed, would be required to be furnished to the Contracting Agency. Upon termination, Contractor shall take any action necessary or that the Contracting Agency may direct for the protection and preservation of the work and any other property related to the contract that is in the possession of Contractor and in which the Contracting Agency has any interest.

1.22 Payment

Payment is contingent upon funding release from grantors and the Council's fiscal agent, Cascade Pacific RC&D, and satisfactory completion of all work. Request for payment shall be submitted by the Contractor at the end of the project. The payment request shall include enough detailed information to be confirmed by the Contracting Agency that the payment request matches the actual work performed. Once the payment request is agreed to by the Contracting Agency, the payment will be processed. Payments are typically made within 30 days of invoice approval by the Council.

1.23 Watershed Council Not Personally Liable

There shall be no personal liability upon the Contracting Agency or officer in charge, their agents or employees, for any act performed in the discharge of any duty imposed or the exercise of any power or authority conferred upon them by, or within the scope of the contract, it being understood that in all such matters they act solely as agents and representatives of the Contracting Agency.

1.24 Permit Conditions

Permits have been issued state (Oregon Department of State Lands), and county (Linn County) regulatory agencies and are undergoing review by federal (U.S. Army Corps of Engineers) regulatory agency. Contractor shall review the provisions of the individual permits located on the Contracting Agency website (www.northsantiam.org), and they are herein incorporated as part of the Specifications for the Project. In-water work is not to commence until all permits have been received and the Contractor receives a notice to proceed from the Contracting Agency.