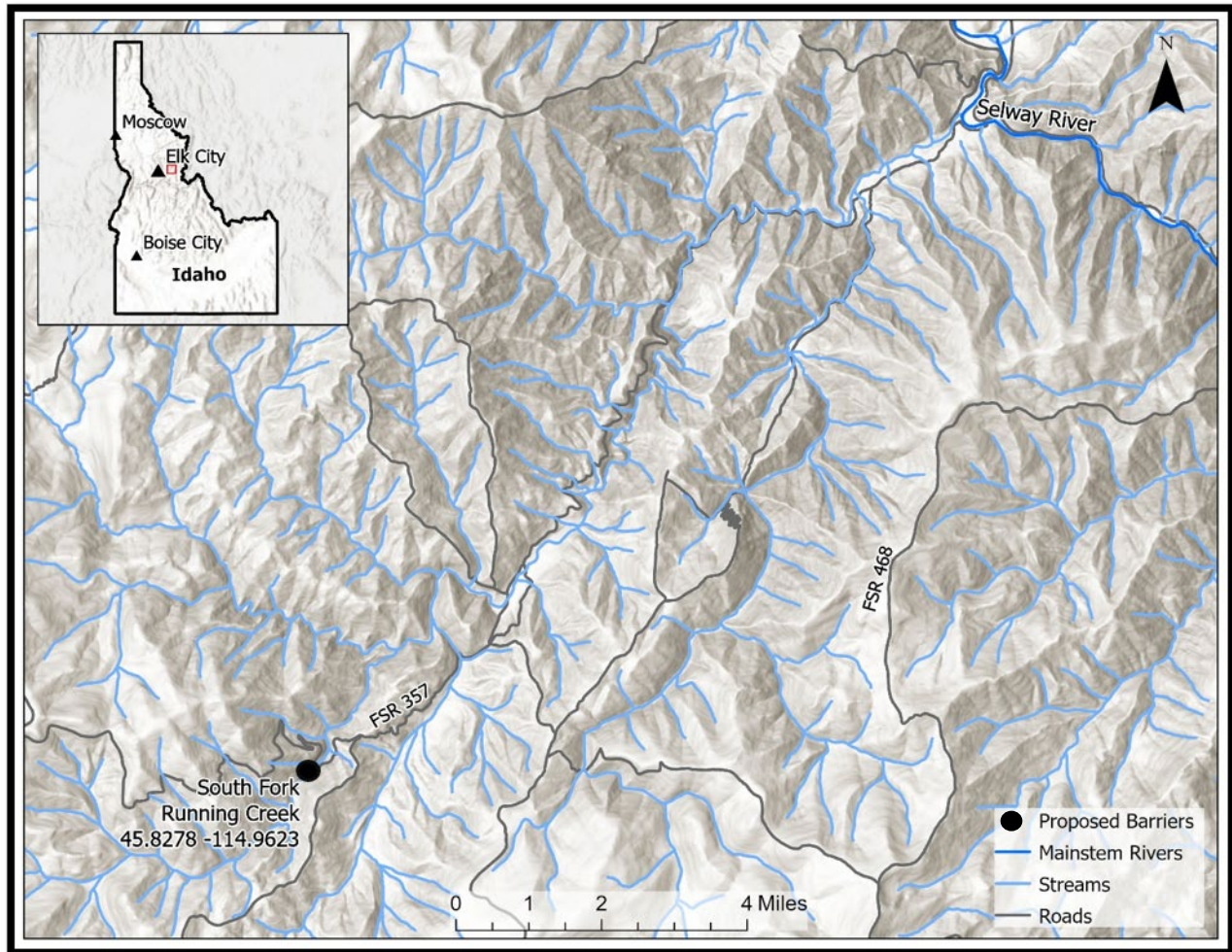


Request for Proposal, Contract, Technical Specifications, and Designs for: South Fork Running Creek Barrier Replacement

8/10/2026



Contract Representative and Project Managers:

Contract Representative
& Project Manager
Dalton Lebeda
Trout Unlimited
621 Main Street, Suite C
Lewiston, Idaho 83501
(319) 929-5817
dalton.lebeda@tu.org

Project Manager
Justin Peterson
Nez Perce Tribe
PO Box 365
Lapwai, ID 83540
(208) 621-3545
Justinp@nezperce.org

Project Manager
Aaron Penvose
Trout Unlimited
621 Main Street, Suite C
Lewiston, Idaho 83501
(509) 881-7689
apenvose@tu.org

Cooperative Project Between:



Contents

SECTION 1: INSTRUCTIONS TO CONTRACTORS	5
SCHEDULE OF EVENTS	6
PROPOSAL COVER SHEET	7
PROPOSAL COST SCHEDULE - SF Running Cr. Culvert.....	8
PROPOSAL SCHEDULE NOTES – SF Running Cr. Culvert	9
PROPOSAL COST SCHEDULE - Horseshoe Bend Corners x 3	10
PROPOSAL SCHEDULE NOTES - Horseshoe Bend Corners x 3	10
PROPOSAL RESPONSE FORM.....	11
SECTION 2: PROPOSAL SUBMISSION AND INSTRUCTIONS.....	12
2.1. Project Overview	12
2.2 Pre-PROPOSAL Conference	13
2.3 Closing Date for Proposal Submissions	13
2.4 Submitting a Proposal	13
2.5 Cancellation	14
SECTION 3: EVALUATION PROCESS	14
3.1 Evaluation of Proposals	14
3.2 Evaluation Criteria	14
SECTION 4: SCOPE OF PROJECT	14
4.1 Project Background and Scope	14
4.2 Project Timeline	14
SECTION 5: CONTRACTOR QUALIFICATIONS/INFORMATION REQUIREMENTS	15
5.1 TU’s Right to Investigate and Reject	15
5.2 Guarantees and Securities	15
5.3 Contractor Qualifications/Information Requirements	15
SECTION 6: CONTRACT	17
SECTION 7: GENERAL PROVISIONS	31
7.1 Submittals	31
7.2 Environmental Controls	31
7.3 Regulations and Permits	32
7.4 Contractor Bonding, Liability, Licensing, Insurance, and Proposal Deposit Requirements 33	
7.5 Health and Safety	33
7.6 Materials, Equipment, and Work Force	34
7.7 Contract Intent	34
7.8 Authority of the Engineer	34
7.9 Timeline and Penalties for Unauthorized Delays	34
7.10 Payment	35
7.11 Breach of Contract	35

7.12	No Waiver of Legal Rights	35
7.13	Failure to Complete the Work; Liquidated Damages	35
7.14	Acceptance of Work	36
SECTION 8: DESIGNS AND TECHNICAL SPECIFICATIONS		36
SECTION 9: SITE PHOTOS & MAPS.....		37
Figure 1: Map of South Fork Running Creek Culvert Replacement. The red line represents USFS road 357.		37
SECTION 10: FEDERALLY FUNDED CONTRACTOR PROVISIONS.....		40
10.1	Unallowable Costs	40
10.2	Contractor Lobbying	41
10.3	Contractor Disbarment and Suspensions	41
10.4	Disclaimers	41
10.5	Davis-Bacon Act	42
10.6	Rights to Inventions	42
10.7	Clean Air Act and Federal Water Pollution Control Act	42
10.8	Women, Minority-Owned, or Labor Surplus Area Business Fair Share Objective	42
10.9	Equal Employment Opportunity	43
10.10	Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)	43
10.11	Prohibition on certain telecommunications and video surveillance services or equipment 43	
10.12	Domestic preference for procurement	43
10.13	Subcontracts	44

SECTION 1: INSTRUCTIONS TO CONTRACTORS

It is the responsibility of each Contractor to:

Follow the format required in the PROPOSAL when preparing your response. Provide point-by-point responses to all sections in a clear and concise manner.

Provide complete answers/descriptions to all requests. Read and answer **all** questions and requirements. Don't assume TU will know what your company capabilities are or what items/services you can provide, even if you have previously contracted with TU. The proposals are evaluated based solely on the information and materials provided in your response.

Use the forms provided. (i.e., Proposal cover sheet, Proposal Cost Schedule, Proposal Response Form, etc.)

Submit your response on time. Note all the dates and times listed in the Schedule of Events and within the document, be sure to submit all required items on time. Late proposal responses are not accepted.

The following items MUST be included in the response to be considered qualified. Failure to include any of these items may result in a nonqualified determination. Please utilize the checklist on the Proposal Cover Sheet before submitting a Proposal

- Signed Proposal Cover Sheet
- Complete Cost Schedule
- Bid Guarantee Bond (or other security)
- PROPOSAL Response Form (including point by point response to Contractor qualifications/informational requirements).
- Initialed addendum, if necessary

Please find the project design set and other useful RFP Resources at this link:

[Contractor Files](#)

SCHEDULE OF EVENTS

<u>EVENT</u>	<u>DATE</u>
Proposal Release Date	08/10/2026
Mandatory In-Person Pre-Proposal Meeting.....	08/24/2026
Proposal Response Due Date	09/30/2026
Intended Date for Contract Award	10/15/2026
Notice to Proceed	10/16/2026
Schedule Provided to TU by Contractor	01/01/2027
Earliest Construction Start Date	06/01/2027
In-water Work Window Start Date	07/15/2027
In-water Work Window End Date	08/15/2027
Final Acceptance of Work	10/15/2027
Final Completion Deadline	10/15/2027
All Invoices Due	11/30/2027

PROPOSAL COVER SHEET

OFFERORS MUST COMPLETE THE FOLLOWING

Contractor Name/Address:	Authorized Offeror: (Please print name)
Contractor Phone Number:	Authorized Offeror Signatory: (Please sign in ink)
Contractor E-mail Address:	
CONTRACTOR MUST RETURN THIS COVER SHEET WITH PROPOSAL RESPONSE	

Proposal Proposal Checklist	✓
Complete Proposal Cover Sheet	
Completed Cost Schedule	
Completed Proposal	
Bid Guarantee Bond (or other security)	
Initialed Addendum(s) if necessary	

PROPOSAL COST SCHEDULE - SF Running Cr. Culvert

QUANTITIES:

ITEM NO.	DESCRIPTION	PAY UNIT	EST. QTY.	UNIT PRICE	TOTAL PRICE
15101	Mobilization	Lump Sum	ALL	\$_____	\$_____
15201	Construction Survey and Staking, Method 2, Tolerance Class B	Lump Sum	ALL	\$_____	\$_____
15713	Soil Erosion and Sediment Control	Lump Sum	ALL	\$_____	\$_____
20101	Clearing and Grubbing	Lump Sum	ALL	\$_____	\$_____
20301	Removal of Existing Culvert, Disposal Method (a)	Lump Sum	ALL	\$_____	\$_____
20403	Roadway Embankment, Compaction Placement Method 2 (Commercial Source)	Cubic Yard*	397	\$_____	\$_____
20803	Structural Backfill (Commercial Source)	Cubic Yard*	91	\$_____	\$_____
20804	Structure Excavation	Lump Sum	ALL	\$_____	\$_____
25101	Placed Riprap, Class 3 (Gov't Furnished Material Source)	Cubic Yard*	245	\$_____	\$_____
27250	Geocell Abutment Stabilization, 6 Inch Depth	Square Yard	37	\$_____	\$_____
30207	Aggregate Surface Course, Grading G, Compaction Method 2 (Commercial Source)	Cubic Yard*	45	\$_____	\$_____
55305	Precast Concrete Member, Grade Beams	Lump Sum	ALL	\$_____	\$_____
55502	Structural Steel Girders	Pound	20600	\$_____	\$_____
55701a	Glued-Laminated Deck Panels	MBF	4.57	\$_____	\$_____
55701b	Glued-Laminated Timber Curbs	MBF	0.95	\$_____	\$_____
55701c	Treated Structural Timber and Lumber, Running Planks & Backwall	MBF	2.97	\$_____	\$_____
60212	Concrete Waterbar	Each	1	\$_____	\$_____
62201a	Equipment Rental, Hydraulic Excavator with Thumb	Hour	4	\$_____	\$_____
62201b	Equipment Rental, Dump Truck	Hour	4	\$_____	\$_____
62504	Seeding, Dry Method (with Mulch)	Lump Sum	ALL	\$_____	\$_____
66306	Posts, Wood	Linear Foot	40	\$_____	\$_____
63307	Object Markers, Type 3	Each	4	\$_____	\$_____
64806a	Stream Simulation Rock, Bed Class 6 (Gov't Furnished Material Source)	Cubic Yard*	22	\$_____	\$_____
64806b	Stream and Bank Stabilization (Gov't Furnished Material Source)	Lump Sum	ALL	\$_____	\$_____

* Item to be measured as a Contract Quantity (CQ)

B-2 NOTE: Payment for bond premiums in accordance with Clause 52.232-5, Payments under Fixed-Price Construction Contracts, shall not be in addition to the contract price. Include bond payments under 151.01 Mobilization.

Payment will be made on actual work performed as described in FP-14 109.01 unless otherwise noted.

PROPOSAL SCHEDULE NOTES – SF Running Cr. Culvert

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	NOTES
15101	MOBILIZATION	LS	ALL	THE FOLLOWING ITEMS ARE INDIRECT TO THIS PAY ITEM: FIRE PROTECTION & EQUIPMENT CLEANING; SUBMITTAL OF ALL PLANS DELINEATED IN FSSS 153 INCLUDING TRAFFIC CONTROL.
15201	CONSTRUCTION SURVEY AND STAKING, METHOD 2, TOLERANCE CLASS B	LS	ALL	
15713	SOIL EROSION AND SEDIMENT CONTROL	LS	ALL	INCLUDES ANY NECESSARY DEWATERING WORK. INCLUDES EROSION CONTROL PLAN PREPARATION, INSTALLATION & REMOVAL.
20101	CLEARING AND GRUBBING	LS	ALL	INCLUDES SLASH FILTER WINDROWS.
20301	REMOVAL OF EXISTING CULVERT, DISPOSAL METHOD (A)	LS	ALL	REMOVE ALL MATERIALS OFF GOVT LANDS.
20403	ROADWAY EMBANKMENT, COMPACTION PLACEMENT METHOD 2 (COMMERCIAL SOURCE)	CY*	397	SEE FSSS 204. DISPOSE OF UNSUITABLE MATERIAL AT LOCATION SPECIFIED BY CO.
20803	STRUCTURAL BACKFILL (COMMERCIAL SOURCE)	CY*	91	BACKFILL FOR BRIDGE ABUTMENTS (GRADE BEAMS & WINGWALLS). INCLUDES BACKFILL UNDER BRIDGE ABUTMENTS.
20804	STRUCTURE EXCAVATION	LS	ALL	EXCAVATION FOR BRIDGE ABUTMENTS (GRADE BEAMS & WINGWALLS), APPROXIMATELY 87 CY.
25101	PLACED RIPRAP, CLASS 3 (GOVT FURNISHED MATERIAL SOURCE)	CY*	245	BRIDGE ABUTMENT ARMORING.
27250	GEOCELL ABUTMENT STABILIZATION, 6 INCH DEPTH	SY	37	INCLUDES INSTALLATION OF GEOCELL. INCLUDES GRANULAR MATERIAL FOR INFILL OF GEOCELL. INCLUDES GEOTEXTILE WRAP.
30207	AGGREGATE SURFACE COURSE, GRADING G, COMPACTION METHOD 2 (COMMERCIAL SOURCE)	CY*	45	
55305	PRECAST CONCRETE MEMBER, GRADE BEAMS	LS	ALL	REQUIRES SHOP DRAWINGS. INCLUDES INSTALLATION AND ALL OTHER INSTALLATION ITEMS (SPICES, HARDWARE, ETC.)
55502	STRUCTURAL STEEL GIRDERS	LBS	20000	REQUIRES SHOP DRAWINGS. INCLUDES ALL BEARING ASSEMBLIES, DIAPHRAGMS AND SIFFENERS. BRIDGE MARKER AS SHOWN IS INDIRECT TO THIS PAY ITEM.
55701a	GLUED-LAMINATED DECK PANELS	MBF	4.57	REQUIRES SHOP DRAWINGS.
55701b	GLUED-LAMINATED TIMBER CURBS	MBF	0.95	REQUIRES SHOP DRAWINGS. INCLUDES INSTALLATION AND ALL OTHER INSTALLATION ITEMS (GLUED-LAMINATED TIMBER CURBS & CURB BLOCKS, MOUNTING HARDWARE, ETC.)
55701c	TREATED STRUCTURAL TIMBER AND LUMBER, RUNNING PLANKS & BACKWALL	MBF	2.97	
60212	CONCRETE WATERBAR	EA	1	INCLUDES ALL COMPONENTS SHOWN ON SHEET 25.
62201a	EQUIPMENT RENTAL, HYDRAULIC EXCAVATOR WITH THUMB	HR	4	INCLUDES MISCELLANEOUS WORK AS DIRECTED BY THE C.O.
62201b	EQUIPMENT RENTAL, DUMP TRUCK	HR	4	INCLUDES MISCELLANEOUS WORK AS DIRECTED BY THE C.O.
62504	SEEDING, DRY METHOD (WITH MULCH)	LS	ALL	
66306	POSTS, WOOD	LF	40	FOR USE WITH OBJECT MARKERS
63307	OBJECT MARKERS, TYPE 3	EA	4	
64806a	STREAM SIMULATION ROCK, BED CLASS 6 (GOVT FURNISHED MATERIAL SOURCE)	CY*	22	INCLUDES 15 CLASS CR2 CHANNEL ROCKS
64806b	STREAM AND BANK STABILIZATION (GOVT FURNISHED MATERIAL SOURCE)	LS	ALL	INCLUDES RE-GRADING APPROXIMATELY 104 LINEAR FEET OF STREAM BANKS ON BOTH SIDES OF THE CHANNEL. ALL MATERIAL NECESSARY FOR BANK REGRADING SHALL BE EXISTING STREAM BANK MATERIAL SALVAGED FROM STRUCTURE EXCAVATION. INCLUDES FIVE ROCK CROSS-VANES AND ONE BARB (GOVERNMENT FURNISHED SOURCE - SUITABLE ON-SITE MATERIAL OR BURPEE MOUNTAIN PIT).

PROPOSAL COST SCHEDULE - Horseshoe Bend Corners x 3

ITEM NO.	DESCRIPTION	PAY UNIT	EST. QTY.	UNIT PRICE	TOTAL PRICE
15101	Mobilization	Lump Sum	All	\$_____	\$_____
15201	Construction Survey and Staking	Lump Sum	All	\$_____	\$_____
15713	Soil Erosion and Pollution Control	Lump Sum	All	\$_____	\$_____
20403	Roadway Excavation, Compaction Placement Method 2	Cubic Yard*	122	\$_____	\$_____

* Item to be measured as a Contract Quantity (CQ)

B-2 NOTE: Payment for bond premiums in accordance with Clause 52.232-5, Payments under Fixed-Price Construction Contracts, shall not be in addition to the contract price. Include bond payments under 151.01 Mobilization.

Payment will be made on actual work performed as described in FP-14 109.01 unless otherwise noted.

PROPOSAL SCHEDULE NOTES - Horseshoe Bend Corners x 3

NOTE:

CONTRACTOR TO BE AWARE THAT CONSTRUCTION IMPROVEMENTS FOR THE HORSESHOE BEND SITES ARE ONLY FOR THE DESIGN VEHICLE (CREW CAB LONG BOX (8' BED) FORD SUPERDUTY TRUCK WITH A 20' (USABLE SPACE) GOOSENECK HORSE TRAILER). CONSTRUCTION ACCESS BY THE CONTRACTOR MAY REQUIRE ADDITIONAL ROADWAY IMPROVEMENTS THAT ARE NOT SHOWN, AND OF WHICH PROPOSED IMPROVEMENTS SHALL BE SUBMITTED TO THE CO AND ALL COSTS SHALL BE INCLUDED IN APPROPRIATE BID ITEMS FOR THE SF RUNNING CREEK BRIDGE.

PROPOSAL RESPONSE FORM

It is required to provide the following information and respond to each of the following 5 below-numbered requests for information.

(USE ADDITIONAL SHEETS AS NECESSARY, BUT LIMIT RESPONSE TO 12 PAGES)

1. **Contractor must provide a signed copy of the PROPOSAL Cover Sheet.**
2. **References** are required from at least three (3) projects. Please include the project name, contact name, address, telephone number, a description of the project, project completion date, and the relationship of the contact person to the project referenced.
3. **Resumes/Company Profile** The proposal will list the Contractor's and employee qualifications and experience in relationship to completing projects of a similar nature.
4. **Experience/Project Examples** Please identify a minimum of three projects (stream restoration examples preferred) which have been successfully completed. Contractor must demonstrate experience in projects involving project management and multi-agency coordination, environmental protection measures; field surveying for project layout and construction verification; and operator experience with your firm.
5. **Method of Providing Services – Please provide detailed explanation on how you plan to perform the work.** Describe the approach the Contractor proposes to complete construction of the project. Use design drawings and specifications to fully articulate the Contractor's understanding of the scope of the project. This section should provide the Contractor's construction approach, including **schedule, staging, and sequencing**. Specify the number, type, age, and size of heavy construction equipment to be used.

Number of Copies and Due Date. Proposer must submit a signed, electronic, or hard copy of the Proposal Cover Sheet, Proposal Cost Schedule, and Proposal Response Form to the address listed below. TU reserves the right to request an electronic copy of the PROPOSAL response. **Proposals must be received by September 30th, 2026, prior to 2:00 p.m., Pacific Time.** Proposals received after this time will not be accepted for consideration. Facsimile submissions are not acceptable.

Hard Copies delivered to:
Dalton Lebeda, Contracting Representative
Trout Unlimited
621 Main Street, Suite C
Lewiston, Idaho 83501
(319) 929-5817

Electronic Submissions to: dalton.lebeda@tu.org

SECTION 2: PROPOSAL SUBMISSION AND INSTRUCTIONS

2.1. Project Overview

The USFS worked with Great West Engineering to design a replacement structure for the existing 8.6 foot, corrugated steel squash pipe culvert on South Fork Running Creek. There are no barriers up or downstream of this site, replacing it will open 3.84 miles of cool headwater habitat for bull trout, Snake River summer steelhead, and other native fish species.

This culvert has been identified as a complete fish barrier due to the perched outlet and being severely undersized. Additionally, a wildfire recently burned upstream of this area, and the current culvert is too small to pass logs effectively. Therefore, it has been decided that this culvert will be replaced with a spanning steel bridge. The bridge will enable large logs to pass without risk of road and culvert failure and will eliminate fish passage issues.

This project will consist of removing and disposing of the existing culvert, followed by excavating and constructing the new bridge in accordance with the engineered plans provided. Design and improvements for the access road into the bridge site have also been included in the designs. Road improvements for 3 horseshoe bend corners will be rated for a long box 8-foot bed, crew cab super duty truck with a 20-foot usable space gooseneck trailer. Temporary traffic control and road closure will need to be in effect on FSR 357 with the removal of the old culvert and installation of the bridge.

Equipment used for in-stream work shall be cleaned of external oil, grease, dirt, and mud; and leaks repaired; before arriving at the project site. Equipment will be inspected daily for leaks or accumulations of grease and identified problems corrected before entering streams or areas that drain directly to streams or wetlands. This cleaning shall also remove all dirt and plant parts to ensure that noxious weeds and aquatic invasive species are not brought to the site. Equipment shall be fueled and serviced in an area that will not deliver fuel, oil, etc. to streams.

There is also a work window for the project based on stream flow and the type of fish present. There shall be no in-stream work on site until July 15th. All instream work shall be complete by Aug. 15th, which typically coincides with low water. Additional “out of stream” work can be conducted outside of the fish window.

Before construction can begin, the contractor must submit and have approved a de/re-watering and erosion control plan that meets all required standards in the NMFS Idaho Habitat Restoration Programmatic Document. Last, the contractor shall submit a construction timeline.

From the date this Proposal Solicitation is issued until a Contractor is selected and the selection is confirmed, all contact regarding the project shall be directed to:

Dalton Lebeda
Trout Unlimited
621 Main Street, Suite C
Lewiston, Idaho 83501

(319) 929-5817
dalton.lebeda@tu.org

2.2 Pre-PROPOSAL Conference

A **mandatory Pre-Proposal meeting** will occur on August 24th, 2026, at 11 am (PST). The project is located at 45.8278, -114.9623. This project location is extremely remote and over 2.5 hours from Elk City. If needed, fueling up is suggested prior to leaving Elk City as it's the last place to fuel for the over 5 hour round trip. To reach the project site from Elk City, take Main Street/Mother Lode Road for 4.8 miles, merge onto 22 Road/Red River Road and follow for 7.9 miles, at the Red River Ranger Station, turn right on Dixie Road/Main Street and follow for 0.3 miles before turning left onto the Magruder Corridor/ Montana Road, follow this for 1.5 miles before making a right turn to stay on the Magruder Corridor/ Nez Perce Trail/USFS 468 Road. Follow this for 17.4 miles before continuing straight onto Elk Mountain, Running Creek, USFS 285 Road for 9.8 miles. Keep right onto Running Creek Road/ USFS 357 for 6 miles until it crosses South Fork Running Creek.

2.3 Closing Date for Proposal Submissions

Proposals must be received by the closing date/time, **September 30th, 2026, at 2:00 pm Pacific Time** for submission indicated above and delivered to:

Trout Unlimited
Attn: Dalton Lebeda
621 Main Street, Suite C Lewiston, Idaho 83501

Or to:

dalton.lebeda@tu.org

PROPOSALS received after the specified time will not be considered. If you are delivering in-person, contact Dalton before delivery to coordinate a drop-off time.

2.4 Submitting a Proposal

Proposer must submit a signed, hard copy of the Proposal Cover Sheet, 3 Lump Sum Cost Schedules, and Proposal Response Form. TU may also choose not to evaluate, may deem nonresponsive, and/or may disqualify from further consideration any proposals that do not follow this Proposal format, are difficult to understand, are difficult to read, or are missing any requested information.

The most qualified proposal will be the Prime Contractor upon contract award and shall be responsible, in total, for all work of any subcontractors and equipment operators. All subcontractors, if any, and operators of specific equipment, along with their experience, must be included in the proposal. TU reserves the right to approve all subcontractors and equipment operators. The Contractor shall be responsible to TU for the acts and omissions of all subcontractors, operators, or agents and of persons directly or indirectly employed by such subcontractors, and for the acts and omissions of persons employed directly by the Contractor. Further, nothing contained within this document, or any contract documents created as a result of any contract awards derived from this Proposal shall create any contractual relationships between any subcontractor and TU. **This Request for Proposal package is all-inclusive and is part of the contract with the selected contractor.**

2.5 Cancellation

TU may cancel this Proposal at any time upon finding that it is in the TU's best interest to do so.

SECTION 3: EVALUATION PROCESS

3.1 Evaluation of Proposals

All proposals will initially be classified as either "qualified" or "nonqualified." Proposals may be found non-qualified at any time during the procurement process if any of the required information is not provided; the submitted price is found to be excessive or inadequate as measured by criteria stated in the Proposal; or the Proposal is not within the plans and specifications described and required in the Proposal. If a proposal is found to be nonresponsive, it will not be considered further.

Selection and award will be based on the Contractor's proposal and other items outlined in this Proposal. Submitted responses may not include references to information located elsewhere, such as Internet websites or libraries, unless specifically requested. Information or materials presented by Proposer outside the formal response or subsequent discussion/negotiation or best and final offer, if requested, will not be considered, will have no bearing on any award, and may result in the Contractor being disqualified from further consideration.

TU will evaluate the remaining proposals and recommend whether to award the contract to the lowest qualified Contractor or, if necessary, seek discussion/negotiation.

3.2 Evaluation Criteria

TU will award this contract to the Contractor with the highest qualified proposal. All qualified proposals will be evaluated based on the Contractor's references, past performance and experience, expertise in replacing AOPs and stream restoration, key personnel, proven prior experience of equipment operators, method of providing services, and cost outlined in its proposal.

SECTION 4: SCOPE OF PROJECT

4.1 Project Background and Scope

The Nez Perce Tribe, Trout Unlimited, and the Nez Perce-Clearwater National Forest have designs from Great West Engineering to replace the South Fork Running Culvert and improve 3 horseshoe bend corners on Forest USFS Road 357. This culvert is located on the South Fork Running Creek, and this project is part of a package of projects aimed to restore fish passage and improve habitat for Snake River Steelhead. This project encompasses installation of a new 44'6" steel bridge under USFS road 357 including 5 rock weirs and one channel barb. Additional work includes improving road access on 3 horseshoe bend corners which will improve access for bridge materials as well as general forest user traffic.

4.2 Project Timeline

Project construction may begin on June 1st, 2027. All work must be completed by October 15th, 2027. Construction below the ordinary high-water mark will occur at low flows and during the in-water construction window from July 15th to August 15th. During construction, the closure of the USFS Road 357 should be minimized and should be coordinated with the USFS and TU. Work can continue until the weather becomes problematic, as determined by the CR, but not beyond October 15th, 2027, which is the date of acceptance for 2027 work.

SECTION 5: CONTRACTOR QUALIFICATIONS/INFORMATION REQUIREMENTS

5.1 TU's Right to Investigate and Reject

TU may make such investigations as deemed necessary to determine the ability of the Contractor to provide the supplies and/or perform the services specified. TU reserves the right to reject any proposal if the evidence submitted by, or investigation of, the Contractor fails to satisfy TU that the Contractor is properly qualified to carry out the obligations of the contract. *This includes TU's ability to reject the proposal based on negative references, including poor efficiency or experience with operator skills or in previous project performance. Qualified operators listed for specific equipment operations will be expected to perform as such.*

5.2 Guarantees and Securities

After award, the successful Contractor must furnish an approved Performance Security and a Labor & Material Payment Security each in the amount of 100% of the contract. No Contractor may withdraw his Bid Guarantee for at least thirty (30) calendar days after the scheduled time for receipt of Proposals except as noted in the Instructions to Proposer.

5.3 Contractor Qualifications/Information Requirements

For TU to determine the capabilities of a Contractor to provide the supplies and/or perform the services specified above, the Contractor must respond to the following requests for information regarding its ability to meet TU's requirements. **THE RESPONSE, “(CONTRACTOR'S NAME) UNDERSTANDS AND WILL COMPLY,” IS NOT APPROPRIATE FOR THIS SECTION.**

NOTE: Each item must be thoroughly addressed. Bidders taking exception to any requirements listed in this section may be found nonresponsive or be subject to disqualification.

Experience/Project Examples

The Contractor should provide a complete description of any relevant past projects, including project name, location, and work performed. Providing 1-2 photographs of proven work effectiveness is highly encouraged if possible.

References

Contractor shall provide a minimum of three **(3)** references that are using supplies and/or services of the type proposed in this PROPOSAL. At a minimum, the Contractor shall

provide the customer's name, the location where the supplies and/or services were provided, contact person(s), customer's telephone number, e-mail address, and a description of the project type, and dates the services were provided. These references may be contacted to verify Contractor's ability to perform the contract. TU reserves the right to use any information or additional references deemed necessary to establish the ability of the Contractor to perform the conditions of the contract. Negative references may be grounds for proposal disqualification.

Resumés/Company Profile

Contractor shall specify how long the individual/company submitting the proposal has been in the business of providing supplies and/or services similar to those requested in this PROPOSAL and under what company name. A resumé or summary of qualifications, work experience, education, skills, etc., which emphasizes previous experience in this area should be provided for all key personnel who will be involved with any aspects of the contract.

Method of Providing Services

Contractor must specify the make, model, and year of equipment proposed for project implementation. Also, Contractor must specify the name and experience of all equipment operators for the South Fork Running Creek Barrier Replacement Project. Contractor should describe intended approach to completing the work with enough detail to demonstrate the contractor understands the intent of the South Fork Running Creek Barrier Replacement Project.

SECTION 6: CONTRACT

Note: The Contract will be completed with the successful Contractor upon award.

CONTRACT FOR CONSTRUCTION SERVICES

This Contract for Construction Services (the “Contract”) is entered into as of this (day) of (Month) 20__ by and between Trout Unlimited, Inc., a Michigan non-profit non-stock corporation (“TU”), of 1700 N. Moore St., Suite 2005, Arlington, VA 22209-2793 and (Name of Contractor), a (insert corporate description) with offices located at (insert address) (the “Contractor”) (collectively, the “Parties”) for the project known as _____ and set forth in greater detail in the attached **Exhibit A**, the (the “Project”). In consideration of the mutual covenants and conditions contained herein, and other good and valuable consideration, TU and Contractor, intending to be legally bound, agree as follows:

ARTICLE I - SCOPE, DEFINITIONS, AND EXHIBITS

1. **Definitions.** The following definitions apply to this Contract.

- a) “**Affiliate**” or “**Affiliated Entity**” of a specified Person mean any entity, corporation, partnership, limited liability company, sole proprietorship, or other Person that directly or indirectly, through one or more intermediaries controls, is controlled by, or is under common control with the Person specified. For purposes of this definition, the terms “controls,” “controlled by,” or “under common control” means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a Person.
- b) “**Applicable Law**” has the meaning ascribed to it in Article VII.
- c) “**Change Order**” shall mean a written change in the Scope of the Work in the form attached hereto as **Exhibit J**.
- d) “**Cost of the Work**” has the meaning ascribed to it in Article II.
- e) “**Funder**” means any Person or Persons providing financing or funding to TU or its Affiliates.
- f) “**Funding Agreement**” means any agreement between TU and any Funder providing financing or funding to TU or its Affiliates.
- g) “**Guaranteed Maximum Price**” or “**GMP**” has the meaning ascribed to it in Article II.
- h) “**Indemnitees**” shall mean TU, its Affiliates and each of their respective directors, officers, shareholders, members, partners, employees, and agents.
- i) “**Land Owner**” shall mean the Person(s) with a fee interest ownership in the land and improvements on which the Project is located.
- j) “**Person**” means: (1) an individual, sole proprietorship, corporation, limited liability company, partnership, joint venture, joint stock company, estate, trust, limited liability association, unincorporated association or other entity or organization; (2) any federal, state, county or

municipal government (or any bureau, department, agency or instrumentality thereof); and (3) any fiduciary acting in such capacity on behalf of any of the foregoing.

- k) Subcontractor” shall mean any Person retained by the Contractor to perform a portion of the Work.
- l) “Work” shall mean any work agreed by the Parties under a Scope of Work, the form of which is attached as Exhibit A.

2. Services. The Contractor agrees to provide all labor, materials, supervision, equipment, machinery, tools, utilities, services, and insurance necessary to perform the services and supply the deliverables as described in the Contract Documents (the **“Work”**). The terms and conditions as contained in this Contract shall take precedence over any conflicting terms as may be attached hereto or elsewhere in the Contract Documents.

3. Term of Contract: From Effective Date to (End Date) (the **“Term”**). Contractor shall not proceed with the work under this Agreement or incur any expenses or obligations under this Agreement until notified to proceed by TU. In the event that such notice is not given by TU within 90 days of the effective date of this Agreement, this Agreement may be terminated upon either party’s 5-day notice.

4. Performance. Contractor shall not proceed with the work under this Agreement or incur any expenses or obligations under this Agreement until notified to proceed by TU. In the event that such notice is not given by TU within 90 days of the effective date of this Agreement, this Agreement may be terminated upon either party’s 5-day notice. Contractor agrees to coordinate its Work with that of TU and any other contractors on the Project so as to avoid interference or conflicts with the other's work and to not delay the Project or other work of TU. The Contractor shall be entitled to a time extension, in an amount to be reasonably determined by TU, for critical path delays caused by TU, the Architect/Engineer, or other events beyond the Contractor's reasonable control. However, the Contractor shall not be entitled to monetary or consequential damages of any kind for delay in performance of the Work, and the Contractor must urgently communicate the impacts of any delays to TU, including any necessary revisions to the project schedule. All work is to be performed in a workman like manner, consistent with all industry standards, codes, laws, and regulations applicable to the work.

5. Contract Documents.

- a) The Contract Documents form the entire contract between the parties. The “Contract Documents” shall consist of this Contract and the following Exhibits:

Exhibit A - Scope of Work

Exhibit B - Project Budget

Exhibit C - Bonds

Exhibit D - Payment Application Form

Exhibit E - Affidavit of Payment

Exhibit F - Waiver and Release Upon Interim Payment

Exhibit G - Waiver and Release Upon Final Payment

Exhibit H - Federally Funded Contract Provisions (if applicable)

Exhibit I - Insurance Requirements

Exhibit J - Change Order Form

Exhibit K – State Funded Contract Provisions (if applicable)

In addition to the foregoing, the Contract Documents shall also include all bid documents, requests for proposals, drawings, specifications, and geotechnical and environmental reports previously furnished to the Contractor, any addenda to this Contract, any Change Orders issued after execution of this Contract, and other documents incorporated by reference into this Contract.

- b) The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all. In the event of any conflict between one or more Contract Documents, the Guaranteed Maximum Price is deemed to include the more expensive item of Work and the greatest quality of Work to TU; however, Contractor shall notify TU of any conflict and install whichever method TU may choose to resolve the conflict.

6. Independent Contractor. Contractor is an independent contractor and will maintain complete control of and responsibility for its employees, agents, methods, and operations. Nothing contained in this Contract will create any contractual relationship between TU and the Contractor's Subcontractors.

7. Contractor and Subcontractor License and Qualification. Contractor and all Subcontractors will be licensed and otherwise fully qualified to perform the Work in accordance with all applicable laws and regulations and will indemnify and hold TU harmless for all damages, costs, fees, and expenses arising out of any failure to comply with this provision. The Contractor agrees to pay its own self-employment and income taxes, and that, as a non-employee, neither the Contractor nor the Contractor's employees are eligible for worker's compensation or other employee benefits from TU. Any such Subcontractors shall be subject to the prior written approval of TU, and TU shall have the right not to accept any proposed Subcontractor for any reason in its sole discretion.

8. Permits and Approvals. If part of the scope, Contractor shall apply for and obtain all permits normally required in the name of Contractor for completion of the Work in accordance with all laws and regulations. In addition, Contractor shall apply for and obtain all permits specifically identified as Contractor's responsibility in Exhibit A to this Contract. Contractor shall include the cost of applying for and obtaining all such permits in the Cost of the Work. Contractor shall submit to TU copies of all permits and approvals before beginning the Work unless relieved of this obligation in writing by TU. TU will furnish to Contractor information regarding TU's and Land Owner's work that is required by applications for permits that Contractor is required to obtain.

9. Project Familiarization. By execution of this Contract, Contractor represents that it has familiarized itself with the nature and extent of the Contract Documents, the plans and specifications, the Work site, and all local conditions, laws, and regulations that may in any manner affect the cost, progress, performance, or furnishing of the Work.

10. Site Conditions. Unless otherwise provided herein, Contractor warrants and represents that it has reviewed the conditions at the Project and has satisfied itself as to the conditions under which the Work will be performed. Contractor shall not use, install, remove, or handle hazardous materials at the site without the consent of TU, and shall not remediate, or report to governing agencies, hazardous materials discovered without prior consultation and approval from TU. However, nothing herein shall prevent the Contractor from complying with any notification requirements under applicable law.

11. Use of Federal Funds. Funds to be paid to the Contractor may come from federal sources. If federal funds are being provided, Exhibit H will be included, and the Contractor shall comply with the terms in Exhibit H.

12. Use of State Funds. Funds to be paid to the Contractor may come from state sources. If state funds are being provided, Exhibit K will be included, and the Contractor shall comply with the terms in Exhibit K.

ARTICLE II **PAYMENT**

1. Guaranteed Maximum Price. The Contractor agrees that the cost to the TU for performing the Work hereunder, including the Cost of the Work, shall not exceed _____ (the “Guaranteed Maximum Price” or “GMP”). If the actual cost of performing the Work shall exceed the Guaranteed Maximum Price, the Contractor shall bear such excess cost. Any references to “Contract Sum” shall refer to the Guaranteed Maximum Price.

2. Cost of the Work. The term “Cost of the Work” means all actual and direct costs reasonably and necessarily incurred in the proper performance of the Work and paid or payable by the Contractor, except as otherwise limited by this Contract, as approved in writing by TU. Such actual and direct costs comprising the Cost of the Work shall be at rates and Unit Prices not higher than those outlined in the Project Budget attached hereto as Exhibit B. For the avoidance of doubt, the following items are included in the Cost of the Work:

- a) All of Contractor’s costs for labor and personnel necessary to perform the Work (including any social security, employment taxes, or the like);
- b) All of Contractor’s costs for materials, equipment, and supplies necessary to perform the Work;
- c) All of Contractor’s clean-up, removal, and storage costs;
- d) All taxes, insurance, and general conditions costs incurred by Contractor necessary to perform the Work; and
- e) Contractor’s profit, general overhead, and all costs and expenses incurred in connection with the performance of the Work not included in the Cost of the Work.

3. Unit Prices. Unit prices may be included in the Contract Documents or may be developed by the Contractor and approved by TU after the date of execution of this Contract pursuant to a Change Order. All unit prices established pursuant to this Contract shall include the cost of all labor, materials, equipment, and services necessary to perform the work described in the unit cost, and shall also include all fee, profit, insurance, taxes, overhead and General Conditions Costs of the Contractor and any Subcontractor or supplier performing the work described in the unit price.

4. Taxes and Assessments. The Contractor shall pay all sales taxes, use taxes, social security, old age benefit and unemployment compensation taxes and similar taxes or assessments upon the labor and materials furnished under this Contract, as required by governmental agencies having jurisdiction over the Work. Contractor shall furnish TU with documentation concerning payment of taxes upon request. Such taxes and assessments shall be included in the Cost of the Work.

5. Project Budget. The “Project Budget” means a schedule, prepared by the Contractor, and approved by TU's Representative, allocating the entire Cost of the Work among the various portions of the Work, and attached hereto as Exhibit B. The Project Budget shall be prepared in such form and supported by such data to substantiate its accuracy as TU's Representative or TU's Funder(s) may require and shall be used as a basis for reviewing the Contractor's Applications for Payment.

6. Payment. TU shall compensate Contractor for all Work properly performed under the Contract in the following manner:

- a) Contractor shall submit to TU a written application for payment showing the value of Work (on a percentage basis) completed to date along with substantiating data and information as required by TU in such form as attached hereto as **Exhibit D**, unless such other form is approved by TU in writing.
- b) As a condition precedent to payment, Contractor shall provide TU with waivers, in the form attached hereto as **Exhibit F** (or such other form as required by TU) and Affidavits of Payment in the form attached hereto as **Exhibit E** (or such other form as required by TU), from Contractor and all Subcontractors and suppliers who are furnishing labor, materials or services for the Work.
- c) To the extent approved by TU in accordance with the Contract Documents, and subject to withholding as set forth below, Contractor shall be paid the amount requested within forty-five (45) days after payment is approved by TU. TU may withhold retainage at its discretion up to the maximum amount allowed by local law.
- d) The total of all payments to the Contractor shall not exceed the Guaranteed Maximum Price.

7. **Right to Withhold Payment.** TU may refuse to make any payment to the Contractor to the extent that TU deems it necessary or desirable to protect itself against loss or damage due to:

- a) defective work not remedied;
- b) third-party claims, notices of intent to lien, liens, notice of lien on funds, stop notices or similar claims, or reasonable evidence indicating probable filing of such claims or liens;
- c) failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, material or equipment;
- d) reasonable evidence that the Work will not be completed by the required completion dates specified herein;
- e) persistent failure to prosecute or carry out the Work, or unsatisfactory supervision of the Work by the Contractor;
- f) damage to TU or another contractor; or
- g) accrued liquidated damages (if applicable under this Contract).

TU reserves the right to issue joint checks to Contractor and Subcontractors and suppliers as may be necessary to protect TU's interests.

8. **Payment of Suppliers and Subcontractors.** Contractor shall comply with all applicable prompt payment laws. In the event Contractor fails to make timely payments to its suppliers or Subcontractors, TU may, at its sole option and discretion, pay a supplier or Subcontractor any amounts due from Contractor for work performed under the purchase order or subcontract and deduct said payment from any remaining amounts due Contractor. Before any such payment is made to a supplier or Subcontractor, TU shall provide Contractor written notice that payment will be made directly to a supplier or Subcontractor.

9. **Final Payment.** Final Payment, including retainage if any, shall be made to Contractor upon satisfaction of the following conditions precedent ("**Final Completion**"): (i) completion of the Work in strict accordance with the Contract Documents, (ii) acceptance of the Work by TU, (iii) satisfaction of all conditions precedent contained in the Contract Documents, including any requirements imposed by the Funder(s) or Land Owner(s), (iv) certification from Contractor that all Subcontractors, laborers, materialmen and suppliers have been paid in full, and (v) receipt of final waivers, in the form attached hereto as **Exhibit G** (or such other form as required by TU), from the Contractor and all Subcontractors and suppliers furnishing labor, materials or services. Acceptance of Final Payment by Contractor shall constitute full waiver and release by Contractor of all claims against TU arising out of the Project. The Contractor shall submit all

warranties, guarantees, as-builts and other closeout documents as precondition to final payment and all warranties and guarantees submitted by the Contractor shall be assignable to TU.

ARTICLE III

CONTRACT TIME

1. Commencement and Completion. Time is of the essence of this Contract. Any estimates of contract start date outside of this Agreement shall not be relied upon by Contractor. The Contractor agrees to begin the Work promptly as soon as directed by TU and to complete the Work according to a schedule developed by the Contractor and approved by TU and to achieve Substantial Completion of the Work on or before _____, as such date may be amended by this Contract (the “Substantial Completion Date”). Failure to develop an approvable project schedule shall be grounds for default. Substantial Completion shall mean that the Contractor has completed all Work in accordance with the Contract Documents (with minor punch list remaining), the Work can be used for its intended purpose, and all governmental inspections and certifications have been made and posted, including a certificate of occupancy to the extent applicable to the Work (“Substantial Completion”). Contractor shall be responsible to TU for damages resulting from delay caused by the Contractor or anyone working under the Contractor. Any project schedule developed hereunder, and any revisions thereto, are not Contract Documents, and such schedule and any approvals shall not serve to change the Substantial Completion Date, which may only be modified by written Change Order signed by both parties.

2. Delay. The Contractor shall take all necessary actions required to remedy any delay due to the fault of the Contractor or anyone working under Contractor, including, without limitation, providing additional forces to perform the Work, or working overtime at the Contractor’s expense. If the Contractor does not complete the Work by the Substantial Completion date or in accordance with the Project Schedule, if shorter, then the Contractor shall be liable for liquidated damages, as set forth below. With respect to the damages suffered by TU as a result of any delay in completion of the Work (which damages are certain to be incurred, but which are difficult, if not impossible, to quantify), the parties agree that the Contractor shall be assessed as liquidated damages, and not as a penalty, the following (if there are multiple milestones/dates, the liquidated damages may be assessed cumulatively):

- \$500.00 per calendar day of delay until Substantial Completion is achieved
- \$500.00 per calendar day of delay until the Milestone Date is achieved

The Contractor acknowledges and agrees that the liquidated damages set forth above are merely intended to cover TU’s damages arising out of delay, and not damages arising out of any other failure to perform or negligence on the part of the Contractor.

ARTICLE IV

CHANGES AND CLAIMS

1. Change Orders. The Contractor agrees to perform or implement any changes or modifications in the Work requested by TU in writing. In the event of a disagreement concerning a change made by TU, the Contractor shall proceed with the Work as modified, subject to the right of the Contractor to make a claim as provided for in this Contract. No payment will be made for extra work without written authorization signed by an authorized representative of TU prior to commencement of said work. The requirement of prior written authorization may not be waived, verbally or by conduct, by TU’s representative; however, written authorization by facsimile and electronic mail shall be deemed effective. All Change Orders shall

be on the form attached hereto as **Exhibit J**. The Contractor shall not perform any work for, or at the direction of, the Architect/Engineer or a project manager of TU, without express written approval of TU. In the event of changed work being performed on a not to exceed or time and material basis, Contractor shall submit for prior approval labor rates, overtime rates, unit prices and equipment rental rates relative to the changed work. All Change Order costs are subject to full audit, review and approval by TU. In the event of a disagreement concerning a change made by TU, the Contractor shall proceed with the Work as modified, on a “not to exceed” or “time and material” basis, as determined by TU. All labor rates, overtime rates, unit prices and equipment rental rates must be approved in advance. Any existing rates and unit prices included as an exhibit or agreed to by the parties in writing shall include the cost of all labor, materials, equipment and services necessary to perform the work described in the unit cost, and shall also include all fee, profit, overhead and general conditions costs of any Subcontractor or supplier performing the work described in the unit price.

2. Claims and Disputes.

- a) Any and all claims for additional compensation, extra work, delay, extensions of time, or loss, injury or damages of any kind (“Claim”), shall be submitted in writing by Contractor to TU within thirty (30) days after the occurrence giving rise to the Claim, or the Claim shall be deemed waived.
- b) TU and Contractor shall endeavor to resolve all Claims in good faith prior to proceeding to mediation as set forth below.
- c) All Claims arising out of or related to this Contract shall be subject to mediation as a condition precedent to litigation. Mediation shall occur in the place where the Project is located, unless otherwise agreed to by the parties.
- d) All Claims arising out of or related to this Contract, but not resolved by mediation, shall be subject to litigation in a court of competence jurisdiction where the Project is located.

ARTICLE V **CONTRACT ADMINISTRATION**

1. TU’s Representative. The “TU’s Representative” for this Project is set forth below, and the Contractor acknowledges that only such individuals shall be authorized to make any changes to the Work on behalf of TU, as provided in this Contract. As of the date of this Contract, TU’s Representative(s) are _____.

2. Contractor’s Representative. The “Contractor’s Representative” is the person designated from time to time by the Contractor as its representative in a notice delivered to TU as herein provided. The Contractor’s Representative shall be authorized to represent the Contractor in all matters regarding this Contract and the Project. As of the date of this Contract, the Contractor's Representative is _____.

3. Communications. Contractor will obtain permission from TU before communicating with regulatory agencies, Land Owner, and others regarding the Work, except in case of emergency. Permission obtained for primary communication will not need to be re-obtained for subsequent communications. For the avoidance of doubt, any and all approvals or authorizations from TU referenced in this Contract or elsewhere in the Contract Documents shall be made in writing by TU.

4. Damages. Contractor will take all necessary precautions to prevent damage to property, and it will make repairs to property features damaged by the Work. The cost of such repair is included in the Contract Sum, and no additional compensation will be paid for damages caused by Contractor.

5. Health and Safety. Contractor will take all necessary precautions and meet all Applicable Laws for the health and safety of all its employees on the project and all other persons, including TU members, volunteers and employees, who may be affected by the Work. This requirement will apply continuously and is not limited to normal working hours. Contractor shall have the right to restrict from its work site any persons who do not comply with Contractor's reasonable safety requirements.

The Contractor shall be responsible for fighting his/her own fire(s). The Contractor, acting independently, shall immediately extinguish without expense to TU or the landowner, all fires on or near the project site, which are caused by the Contractor or the Contractors' employees, whether set directly or indirectly because of the Contractor's Work on the project. The Contractor may be held liable for damages resulting from fires set or caused by the Contractor's employees or resulting from the Work. If the amount and character of labor, subsistence, supplies and transportation which the Contractor can furnish promptly for fire suppression prove inadequate, TU or a designated agent is authorized to procure such items and services as may be deemed necessary and charge to the Contractor. Upon declaration of statewide fire restrictions by the relevant state agency, the Contractor is responsible for a daily post construction fire watch. The Contractor also shall have the appropriate fire-fighting equipment on site.

6. Trash and Debris. The Contractor shall remove from the Project, or to a designated location, on a daily basis, all rubbish and surplus material which may accumulate from prosecution of the Work, and should Contractor fail to do so, TU may, at its option, remove same at Contractor's expense.

7. Subcontractors. The Contractor shall be responsible for the acts and omissions of Contractor's employees, agents, Subcontractors, suppliers, and consultants. The Contractor shall be responsible for damage to existing facilities or property, or to the work of other contractors or Subcontractors working on the Project, resulting from Contractor's Work or activities (including the Work or activities of its agents, Subcontractors, suppliers, and consultants), and Contractor shall indemnify and hold TU harmless from any loss therefrom. The Contractor shall be solely responsible for all means, methods, techniques, and sequences involved in performing the Work. The Contractor shall ensure that the terms of each subcontract and purchase order bind each Subcontractor and supplier to the terms of this Contract. Contractor will obtain written approval from TU of any proposed subcontract of any of its responsibilities herein prior to its execution.

8. UEI Number. The Contractor shall furnish their Unique Entity Identifier (UEI) number upon execution of this Contract, if the Contractor has one.

9. Inspection. TU, Government authorities, and/or the Funder may at any time conduct periodic site visits and inspections to ensure work progress in accordance with applicable grant or Funding Agreement, including a final inspection upon project or program completion. TU and applicable funder or government authorities will be allowed to conduct post-completion inspections of each project site to ensure that the sites are being properly operated and maintained and that no conversion of use has occurred. Contractor shall not prevent site visits and inspections and shall immediately notify the authorized contact persons for TU by phone when they are occurring.

10. Suspension. TU may immediately suspend the Work by written notice at any time for a period of up to 30 calendar days or as mutually agreed between TU and the Contractor. If TU orders the Work to resume within that time, Contractor will complete the Work in accordance with the Contract Documents. If TU does not provide written notice to resume the Work within that time, this Contract will automatically terminate unless otherwise mutually agreed to by both parties in writing. TU will pay for all acceptable Work completed prior to the suspension and for reasonable re-mobilization costs resulting from a recall to Work.

11. Warranty. Contractor warrants to TU that all materials and equipment furnished shall be new unless otherwise specified, and that all Work and materials furnished under this Contract shall be of good quality, free from faults and defects and in conformance with the Contract Documents.

12. Land Owner/Project Site. The Contractor shall account for the circumstances surrounding any occupied areas of the Project or site, including access, signage, safety, deliveries, utility interruption, hours of construction and other similar matters that may affect the Work. The Contractor shall comply with any rules or regulations imposed on TU and/or the Contractor by the Land Owner.

ARTICLE VI

TERMINATION AND DEFAULT

1. TU's Right to Carry Out the Work. If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents (including failing to correct nonconforming work) and fails within five (5) days after receipt of written notice from TU to commence and continue correction of such default or neglect with diligence and promptness, TU may, without prejudice to any other remedy TU may have, make good such deficiencies, including supplementing the forces of the Contractor. In such case, a Change Order shall be issued deducting from the payments then or thereafter due the Contractor the cost of correcting such deficiencies, including architectural, and consulting and legal fees required by the circumstances. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to TU. The rights of TU under this Paragraph shall not give rise to any duty on the part of TU to exercise such rights for the benefit of the Contractor or any other person or entity.

2. Stop Work. If TU determines that Contractor's work does not conform to the Contract Documents, TU may order Contractor to stop work immediately. In making such an order, TU shall specify the deficiency in the work, but TU shall not direct the means or methods of performing the work or direct Contractor's safety practices. If directed to stop work by oral notice from TU, Contractor shall stop work as soon as is practical, having due regard for preservation of Work. TU shall promptly deliver written notice to stop the work Contractor within three (3) days of the oral notice.

3. Contractor Breach and Default. Contractor agrees that any one or more of the following constitute a breach of this Contract and shall permit TU to terminate the Contract for cause hereunder: if the Contractor fails (i) to begin, continue or complete the Work in accordance with the approved schedule; (ii) to have sufficient number of personnel available and employed on the job site or sufficient number of persons with the requisite skill for the work undertaken, (iii) to perform the Work in compliance with the Contract Documents upon inspection by TU; (iv) to correct any defect, fault, or improper Work after written notice to correct such matters; (v) to comply with any term, condition or covenant in this Contract or as required by law in connection with the Work; or (vi) to pay Subcontractors and suppliers in a prompt and timely manner. Filing of a voluntary or involuntary petition in bankruptcy, or a general assignment for the benefit of creditors, shall be deemed a default under this Paragraph. No waiver or indulgence by TU as to any default shall be deemed to be a waiver of TU's right to terminate this Contract for any subsequent or continuing default.

4. Termination for Cause. TU is entitled to terminate this Contract (in whole or in part) for cause as set forth in the preceding paragraph. TU shall give the Contractor written notice pursuant to the Notice section below, and the Contractor shall have five (5) days from the date of the notice to cure the default, or diligently commence curing the default if it cannot be cured within the five (5) day period. Upon failure of the Contractor to correct and cure, or commence curing as provided herein, the default within five (5) days, TU may notify the Contractor in writing that this Contract is terminated, and TU may complete the Work with

other forces. The Contractor shall immediately cease working upon termination, and terminate all contracts or commitments not assigned to TU hereunder. TU shall be entitled to hold all contract balances hereunder until the Work is fully completed by others, and all costs and damages suffered by TU as a result of the Contractor's default are deducted from the contract balance. If remaining contract funds are not sufficient to cover TU's costs and damages, the Contractor shall pay the difference to TU. The remedies to TU provided herein shall be cumulative and not a limitation of remedies which TU may have by law or equity.

5. Termination for Convenience. TU may, at any time, terminate this Contract (in whole or in part) for convenience and without cause. Upon receipt of written notice from TU of such termination for convenience pursuant to the Notice section below, the Contractor shall:

- a) Cease operations as directed by TU in the notice;
- b) Take actions necessary, or that TU may direct, for the protection and preservation of the Work; and
- c) Except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

In case of such termination for Convenience, the Contractor shall be entitled to receive payment for Work executed, and reasonable costs incurred by reason of such termination.

6. Obligations in Events of Termination. Upon termination, all finished or unfinished documents, data, studies, and reports prepared by the Contractor pursuant to this Contract, shall become the property of TU. Additionally, Contractor shall return all drawings, specifications, or any other documents provided to Contractor by TU.

ARTICLE VII

GENERAL PROVISIONS

1. TU Provided Information. If TU is required to furnish any information in connection with this Contract, TU will furnish this material for information purposes only. TU does not warrant or guarantee that such material or information is accurate in all respects, and the Contractor shall verify such information in advance if deemed prudent by the Contractor. Contractor acknowledges and agrees that TU may be requested to furnish information that must be obtained from third parties, and that TU cannot guarantee that all relevant information requested has been obtained and furnished to the Contractor.

2. Ownership of Design Documents. All design documents furnished to the Contractor are the property of TU (including copyright and intellectual property rights) and Contractor shall not use such documents for any purpose unrelated to this Project.

3. Recordkeeping, Audit, and Inspection of Records. The Contractor shall maintain a detailed and accurate accounting system, records, and other compilations of data pertaining to the requirements of the Contract to properly substantiate claims for payment under the Contract. All such records shall be kept for period of three (3) years from the date of the Final Payment. All retention periods start on the first day after final payment under this Contract. If any litigation, claim, negotiation, audit, or other action involving the Project is commenced prior to the expiration of the applicable retention period, all records shall be retained by Contractor until completion of the action and resolution of all issues resulting therefrom, or until the end of the applicable retention period, whichever is later. The Funder, state or federal grantor agency, TU, or any of their duly authorized representatives or designees shall have the right during normal operating hours with a minimum 24-hour notice in advance, to examine and copy, the books, records, and other compilations of

data of the Contractor which pertain to the provisions and requirements of this Contract. Such access shall include on-site audits, reviews, and copying of records.

4. Publicity, Publication, Reproduction, and Use of Contract Products or Materials. Unless provided otherwise by Applicable Law or any Funding Agreement, if any, title and possession of software, equipment, furnishings, and any other documentation or product paid for with TU funds shall rest with TU at the termination of the Contract. Any final products distributed or produced will acknowledge Contractor, TU, and any funding agencies, as reasonably requested by TU. TU shall be entitled to use and publish the work product and deliverables under this Contract.

5. Confidentiality. All drawings, specifications, data, designs, inventions, and other technical, proprietary or commercial information or material co-developed by TU and Contractor or supplied to Contractor by TU or its representatives or affiliates, regardless of whether disclosed before or after the execution of this Contract shall comprise the “Confidential Information.” Contractor shall retain the Confidential Information in absolute confidence and not under any circumstances disclose it to any third party and shall use the Confidential Information only for the performance of this Contract. Contractor shall not disclose the Confidential Information to any Subcontractor without first requiring this same Contract in writing from the Subcontractor. Contractor shall return all Confidential Information and copies thereof to TU upon completion of Contractor’s obligations under this Contract, or upon TU’s written request at any earlier time. Contractor acknowledges that in the event of a breach of this Section, TU would suffer irreparable harm for which remedies at law, including damages, would be inadequate, and that TU shall be entitled to seek equitable relief therefor by injunction, in addition to all rights and remedies available to it at law and in equity, without the requirement of posting a bond. The confidentiality obligations of this Section shall survive the expiration or termination of this Contract and shall apply to all successors and assigns of the Contractor. In the event, the Contractor is sold, the Contractor shall immediately return all Confidential Information and copies thereof to TU.

6. Governing Law. This Contract shall be construed under and governed by the laws of the state where the Project is located, without regard to its choice of law rules.

7. Insurance. The Contractor shall furnish and pay for the insurance required in Exhibit I.

8. Bonds. The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by Exhibit C. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

9. Compliance with Laws. The Contractor is responsible for complying with any and all applicable federal, state, local, and international laws, regulations, ordinances, executive orders, rules, orders, standards, conventions, directives, rulings, and treatises, including, but not limited to those relating to: (a) this Contract, and (b) employment discrimination, hours and conditions of employment, occupational health and safety, wages, immigration, employee benefits, family and medical leave, environmental matters, product safety, corrupt or deceptive practices, commercial bribery, boycotts, antitrust, consumer products, data privacy, and government contracting and subcontracting (“Applicable Law”). From time to time, upon TU’s request, Contractor shall certify Contractor’s compliance with the foregoing. Contractor shall indemnify TU against any citation, fine or other loss or damages due to the failure of Contractor or its agents, consultants, employees or Subcontractors to comply with same. The Contractor shall also, at its expense, procure and maintain all licenses which may be required at any time in connection with its obligations under this Contract, or in connection with the Work.

10. Force Majeure. Neither TU nor Contractor shall be liable for failure to perform under this Agreement if such failure is caused by act of God, fire, flood, strike, labor dispute, riot, natural disaster, insurrection, war, threat or terrorist activities, epidemic, pandemic, or similar outbreak of communicable disease, curtailment of transportation, destruction or damage to an event facility sufficient to impair TU's use of an event facility, so long as such cause is beyond the control of TU and/or Contractor as applicable, whether or not similar to the causes herein specifically mentioned, making it inadvisable, illegal, or impossible, for the parties to perform (including payment obligations). This Agreement may be terminated, or performance may be excused without penalty for any one or more of such reasons by written notice from one party to the other.

11. Indemnification. Contractor shall, to the fullest extent permitted by law, defend, indemnify and hold harmless TU the Indemnitees from and against any and all claims, losses, suits and damages (including attorney's fees and legal expenses) ("Loss") arising out of or in any way connected with the performance of the Work under this Contract, provided that such Loss results in death, or injury of any kind to any persons or property, but only to the extent caused by the negligence the Contractor, its agents, consultants, Subcontractors or suppliers (of any tier). If the law of the state where the Project is located does not allow the above-referenced indemnity, it shall be construed as providing for the broadest indemnity by the Contractor as permitted by law. Contractor shall turn the Work over to TU free and clear of all liens, claims and encumbrances, and shall defend, indemnify, and hold harmless TU from all such liens, claims and encumbrances arising out of the Contractor's performance of the Work. Contractor shall bond off or otherwise discharge any lien or encumbrance filed against the Project or asserted against TU within ten (10) days of written demand by TU if TU has paid Contractor, as provided by this Contract, with respect to the lien or encumbrance.

12. Mutual Waiver of Consequential Damages. The Contractor and TU waive claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes:

- a) damages incurred by TU for rental expenses, for losses of use, income, profit, financing, business, and reputation, and for loss of management or employee productivity or of the services of such persons; and
- b) damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business, and reputation, and for loss of profit except anticipated profit arising directly from the Work.

Notwithstanding the foregoing, the following damages are excluded from this mutual waiver: (i) liquidated damages as allowed by the Contract Documents; (ii) damages covered and paid by the Contractor's insurance; (iii) damages arising from the gross negligence or willful misconduct of Contractor; (iv) Contractor's indemnification obligations under the Contract Documents; and (v) damages incurred by TU during the repair of defective, damaged, or non-conforming Work.

13. Waivers. All conditions, covenants, duties, and obligations contained in this Contract can be waived only by written agreement. Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor in any way limit the legal or equitable remedies available to that party.

14. Assignment. This Contract may not be assigned, in whole or in part, by Contractor without TU's prior written consent. TU may terminate this Contract effective immediately notwithstanding the meet and confer commitment, if Contractor assigns any responsibility under this contract without TU's consent.

15. General Provisions. TU and Contractor also agree that the Contractor shall:

- a) Take all necessary precautions to protect properly the work of other contractors.

- b) Prepare, review, stamp with approval and submit all samples, shop drawings and product data as may be directed by TU, or required by the Contract Documents, for approval by TU and/or TU's Architect/Engineer. Contractor shall not perform applicable Work without approved submittals.
- c) Pay for all permits and/or fees, including the building permit, which may be required or result from the execution or completion of this Contract.
- d) Perform all cutting, fitting, patching, sleeving, grouting or sealing of its Work that may be required to integrate the Work with the work of others as shown, or reasonably implied, by the Contract Documents. Any defective work by other contractors shall be reported to TU in writing before proceeding with the affected Work.
- e) Pay for all materials, equipment, labor or services used in, or in connection with, the performance of this Contract, through the period covered by previous payments received from TU and furnish satisfactory evidence when requested by TU to verify such payment.
- f) Comply with all statutory and/or contractual safety requirements (including OSHA) applying to its work and/or initiated by TU, and report within twenty-four hours to TU any injury to persons or property at the Project site.
- g) Supply all documents and certificates reasonably required by TU's Funder(s).

16. Amendments. No amendments or modifications to this Contract shall be effective unless it is signed by the authorized representatives of both parties and complies with all other regulations and requirements of law.

17. Entire Agreement. This Contract Documents contain the entire agreement between the parties, and supersedes all prior agreements, understandings, representations, and/or statements between the Parties, whether oral or written, and whether by a party or their counsel. The parties are entering this Contract based solely upon the representations and warranties contained herein, and not based upon any promises, representations, and/or warranties which are not found herein. No modification, waiver, amendment, discharge, or change of this Contract shall be valid unless the same is in writing and signed by the Parties.

18. Notices. All notices pursuant to this Contract shall be sent 1) via overnight delivery by recognized courier, by facsimile transmission, by hand delivery or by certified United States Mail, return receipt requested, and 2) email and addressed to the following persons:

To Trout Unlimited

(Name of Individual) _____
 Trout Unlimited, Inc. _____
 (Address) _____
 (Telephone Number) _____
 (Email Address) _____

and in the case of the Contractor, (include tax id):

(Name of Individual) _____
 (Name of Entity) _____
 (Address) _____
 (Telephone Number) _____
 (Email Address) _____

The parties hereby agree:

TROUT UNLIMITED, INC.

[CONTRACTOR]

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Note: The Contractor is hereby notified that this form constitutes a substitute W-9, or MW-9, form and that the payments under this contract are considered taxable income on the Contractor's federal and state tax returns and will be reported to the Internal Revenue Service.

ADDITIONAL EXHIBITS WILL BE PROVIDED UPON AWARD

SECTION 7: GENERAL PROVISIONS

7.1 Submittals

Contractor shall submit the required submittals to the Project Manager. Submittals may be tendered as proof of quantities, meeting specifications, substitution, or contractor-designed elements. Equivalents and substitutions shall be approved by the Sponsor/Engineer. Substitutions shall be at no cost to the Owner. Submittals should include the following general information: product type, data, make, and model of components.

7.2 Environmental Controls

Site Maintenance

The Contractor shall keep the work site, staging areas, and Contractor's facilities clean and free from rubbish and debris. Any material piles placed from the excavation cuts shall be protected from erosion with a protective cover when not actively being piled or returned for fill. The Contractor staging area is noted on the drawings. Additional staging areas may be identified by the Contracting Representative, Project Manager, and Inspector. Materials and equipment shall be removed from the site when they are no longer necessary. Upon completion of the Work and before final acceptance, the work site shall be cleared of equipment, unused materials, and rubbish to present a clean and neat appearance. Staging areas and machine access areas created for project use will be decompacted and receive appropriate treatments (i.e. placement of small logs and brush).

Clean-up

1. Waste material, such as used erosion control devices, camping refuse, old culverts or found materials, of any kind will not be permitted to remain on the site of the Work or on adjacent roads. Immediately upon such materials becoming unfit for use in the Work, they shall be collected, carried off the site, and properly disposed of by the Contractor. There is the potential to find old refuse such as cables, culverts, and small garbage. This becomes the property of the Contractor and shall be removed from the site.
2. The Contractor may provide temporary restroom and cleanup facilities for Contractor's employees and shall keep these areas clear of all refuse, rubbish, and debris that may accumulate from any source and shall keep them in a neat condition to the satisfaction of the Contracting Representative.
3. If waste material, refuse, debris, and/or rubbish are not removed from the work by the Contractor, the Contracting Representative reserves the right to have the waste material, refuse, debris, and/or rubbish removed and the expense of the removal and disposal charged to the Contractor.

Air Pollution Control

The Contractor shall not discharge smoke, dust, and other contaminants into the atmosphere that violate the air pollution regulations for the area. The Contractor shall maintain construction vehicles and equipment in good repair. Exhaust emissions that are determined to be excessive by

the Contracting Representative shall be repaired or replaced. If determined to be necessary by the Project Inspector, the Contractor shall provide a water truck to manage project area dust.

Noise Control

The Contractor shall comply with all local controls and noise level rules, regulations, and ordinances which apply to any Work performed pursuant to the Contract. If the requirements of this Section are more restrictive than those of the local regulations, the requirements of this Section shall govern.

Each internal combustion engine, used for any purpose related to this Contract, shall be enclosed and be equipped with a muffler of a type recommended by the manufacturer. No internal combustion engine shall be operated on the project without said muffler and enclosure.

Stormwater, Erosion, and Sediment Control

The Contractor shall be responsible for determining and utilizing any stormwater, erosion, and sediment control features or methods that may be necessary to comply with all federal, state, and local laws and regulations.

Oil and Fuel Spill Prevention

The Contractor will be allowed to fuel, lubricate and perform minor maintenance activities to trucks or other heavy machinery at the project site. However, these activities must not occur within 150 feet of any water body or stream near the project site. TU reserves the right for TU or TU designated agent to inspect the Contractor's equipment at any time. Equipment must be in good working condition, free from leaks in hydraulic, fuel and power systems and clean enough to allow for close inspection of these systems. TU reserves the right to reject any equipment that does not meet these conditions.

Fire Prevention and Control

The Contractor shall be responsible for fighting his/her own fire(s) and will immediately notify the Nez Perce Clearwater National Forest Dispatch or call 911. The Contractor, acting independently, shall immediately extinguish without expense to TU or the landowner, all fires on or near the project site, which are caused by the Contractor or the Contractors' employees, whether set directly or indirectly because of the Work on the project. The Contractor may be held liable for damages resulting from fires set or caused by the Contractor's employees or resulting from operation of this contract. If the amount and character of labor, subsistence, supplies and transportation which the Contractor can furnish promptly for fire suppression prove inadequate, TU or a designated agent is authorized to procure such items and services as may be deemed necessary and charge to the Contractor.

7.3 Regulations and Permits

The Contractor shall, without additional expense to TU, be responsible for complying with any federal and state laws, codes, and regulations applicable to the performance of the Work.

The environmental controls portion of the project can be found in several places. The project must follow the **Idaho Stream Crossing Programmatic and 401/404 Permits which the Nez Perce Tribe has secured.**

The permits can be found at the following link in the permitting folder:

Contractor Files

In addition, in advance, the DEQ/EPA stormwater permit will need to be secured by the contractor, who will be responsible for holding and complying with the permit requirements.

The contractor is responsible for complying with all permits and their conditions.

7.4 Contractor Bonding, Liability, Licensing, Insurance, and Proposal Deposit Requirements

The Contractor shall be held responsible for all damages to persons or property that occur because of the contractors' fault or negligence and shall take proper safety and health precautions to protect the work, the workers, the public, and the property of others. TU will be responsible for providing liability and workers compensation insurance for its employees when they are on the work site.

Contractor must be a licensed contractor with the State of Idaho (CCB #), and shall maintain in full force and effect, provide TU with certificates of insurance for, and have TU, _____ named as additional insureds with the following limits:

1. The Contractor shall maintain general liability insurance in the minimum amount of \$1,000,000.00 per occurrence/\$2,000,000 aggregate, errors and omissions coverage in the amount of \$1,000,000.00 per occurrence or claim, and auto liability insurance in the minimum amount of \$1,000,000.00 per accident, per person, each including coverage for contractual obligations, bodily injury (including death) and property damage.
2. Worker's Compensation; limits as required by the State of Idaho.

Contractor shall post Performance and Payment Bonds equal to 100 percent of the contract price before Work commences. The surety company must be on the Federal Treasury Listing of Qualified Sureties (T-List), which can be found at

<https://www.fiscal.treasury.gov/fsreports/ref/suretyBnd/c570.htm>

A proposal deposit of 5% of the total proposal must accompany the proposal. This must be in the form of a Bid bond, certified check, or cashier's check issued to "Trout Unlimited". The Proposal deposit will be returned as per final contract acceptance.

7.5 Health and Safety

The Contractor shall comply with all applicable health and safety laws, ordinances, rules, and regulations of any government agency having jurisdiction over the safety of personnel or property.

7.6 Materials, Equipment, and Work Force

The Contractor must supply suitable and sufficient materials, equipment, and personnel necessary to properly complete the Work specified in the contract. All equipment shall be of adequate size and condition to meet the requirements of the Work and specifications and to produce a satisfactory quality of Work.

7.7 Contract Intent

The Proposal Documents are complementary; what is called for by one is as binding as if called for by all. The Proposal Documents specify details for the construction and completion of the Work. Any labor, documentation, services, materials, or equipment that may reasonably be inferred from the Proposal Documents or from prevailing custom or trade usage as being required to produce the intended result will be provided at no additional cost to the Owner.

1. *Immaterial Discrepancies:* If the Proposal Documents describe portions of the Work in sufficient detail but are silent in some minor respect, the Contractor may proceed utilizing the current best industry practices.
2. *Material Discrepancies:* Clarifications and interpretations or notifications of variations and deviations of the Contract Documents that are more significant and cannot be resolved under subsection (1) above will be issued by the Engineer as provided in these Specifications.

7.8 Authority of the Engineer

The Engineer has full authority over the Work. The Contractor shall perform all Work to the complete satisfaction of the Engineer. Claims, disputes, and other matters relating to the acceptability of the Work, performance by the Contractor or the interpretation of the requirements of the Contract Documents must be submitted to the Engineer in writing. Upon written request from the Contractor, the Engineer shall issue written clarifications or interpretations which are consistent with the overall intent of the Contract Documents. Either TU or the Contractor may make a claim if a written clarification or interpretation justifies an adjustment in the Contract Price or Contract Times.

7.9 Timeline and Penalties for Unauthorized Delays

1. Project construction may begin on **June 1st, 2027**, pending completion of environmental permits, land manager clearances, and, as ground conditions permit. The scheduled date for completion of work on the Project is **October 15th, 2027**. The Contractor must complete all in-water work on, or before **August 15th, 2027**, unless completion is delayed due to conditions mutually agreed upon and designated in writing by the Contractor and TU. As needed, site rehabilitation and planting work will continue beyond this date and shall be completed by **no later than October 15th, 2027**.
2. Once Work is commenced, project work shall be ongoing. Work shall be conducted on a **Monday-Friday schedule, between the hours of 8 am and 6 pm**, unless prior arrangements are made with TU, NPT, and the USFS.

3. Work shall not commence until the work schedule is approved, and then shall be continuous, unless weather conditions or circumstances beyond Contractor's control prevent working. TU must approve any deviations from the approved Work schedule in writing.
4. Contractor must inform and receive approval from the CO a minimum of **three days before dewatering** for coordination of fish salvage efforts.

7.10 Payment

Request for payment may be made once monthly, based on percent of completion per line item in the Proposal schedule. TU will retain 5% of each payment as retainage until the successful completion of the project. The Contractor shall contact TU to request final inspection of Work for payment and TU will provide a certificate of substantial completion after inspection, at which time the contractor can request final payment. TU will make payment within 30 days of receipt of an invoice following a final inspection that approves all Work. **TU will require an invoice submittal for payment for 2027 work by November 30th, 2027**

7.11 Breach of Contract

TU shall submit a written claim to the Contractor regarding any breach of the contract. The Contractor must provide a written response to TU regarding the breach of contract within ten (10) days after the claim. This response must provide either an admission to the claim or a detailed denial based on relevant data and calculations. The failure of the Contractor to provide a proper response within ten (10) days shall result in justification of the claim by default.

7.12 No Waiver of Legal Rights

TU shall not be prevented from recovering costs from the Contractor, Surety, or both due to failure of the Contractor to fulfill all of the obligations under the contract. If a waiver is provided to the Contractor for a breach of contract by TU, it shall not apply to any other breach of contract. Final acceptance of the Work shall not prevent TU from correcting any measurement, estimate, or certificate. The Contractor shall be liable to TU without prejudice to the terms of the contract or any warranty for latent defects, fraud, or gross negligence.

7.13 Failure to Complete the Work; Liquidated Damages

Time is of the essence in the Contractor's performance of the Contract. It is essential and in the public interest that the Contractor prosecute the Work vigorously to Contract completion and within Contract Time or adjusted Contract Time. TU does not waive any rights under the Contract by permitting the Contractor to continue to perform the Contract, or any part of it, after the Contract Time or adjusted Contract Time has expired.

Unless a Contract Time extension is granted by TU, the Contractor agrees to pay liquidated damages in the amount of **\$500.00** for each calendar day past the physical completion date required to achieve physical completion.

The Contractor further agrees that, from the compensation otherwise to be paid, TU may charge actual costs to the Contract for any time over the agreed to completion date where Work remains uncompleted, which sum is agreed upon as the actual damages which the Sponsor will sustain in

case of the failure of the Contractor to complete the Work in the time stipulated, and this sum is not to be construed as in any sense a penalty. These actual costs include, but are not limited to:

1. Any fines by Permitting Agencies for Work not being completed within the time frame stipulated in the permit.
2. Any costs imposed by the local authorities due to the Work not being completed on time.
3. Additional special inspections, construction management, and engineering services that might be required.

7.14 Acceptance of Work

Acceptance of Work will be determined by a 100% inspection of the Work by TU. Nonconformance with any specification will classify the Work as unsatisfactory, and rework will be required to bring the Work up to the standards negotiated and agreed upon in the contract agreement. The contractor shall maintain a complete copy of the contract, design, and specifications available on-site at all times, for use by the contractor and the contractor's employees, and to provide for reference in discussions with TU personnel.

SECTION 8: DESIGNS AND TECHNICAL SPECIFICATIONS

Contractor Files

SECTION 9: SITE PHOTOS & MAPS

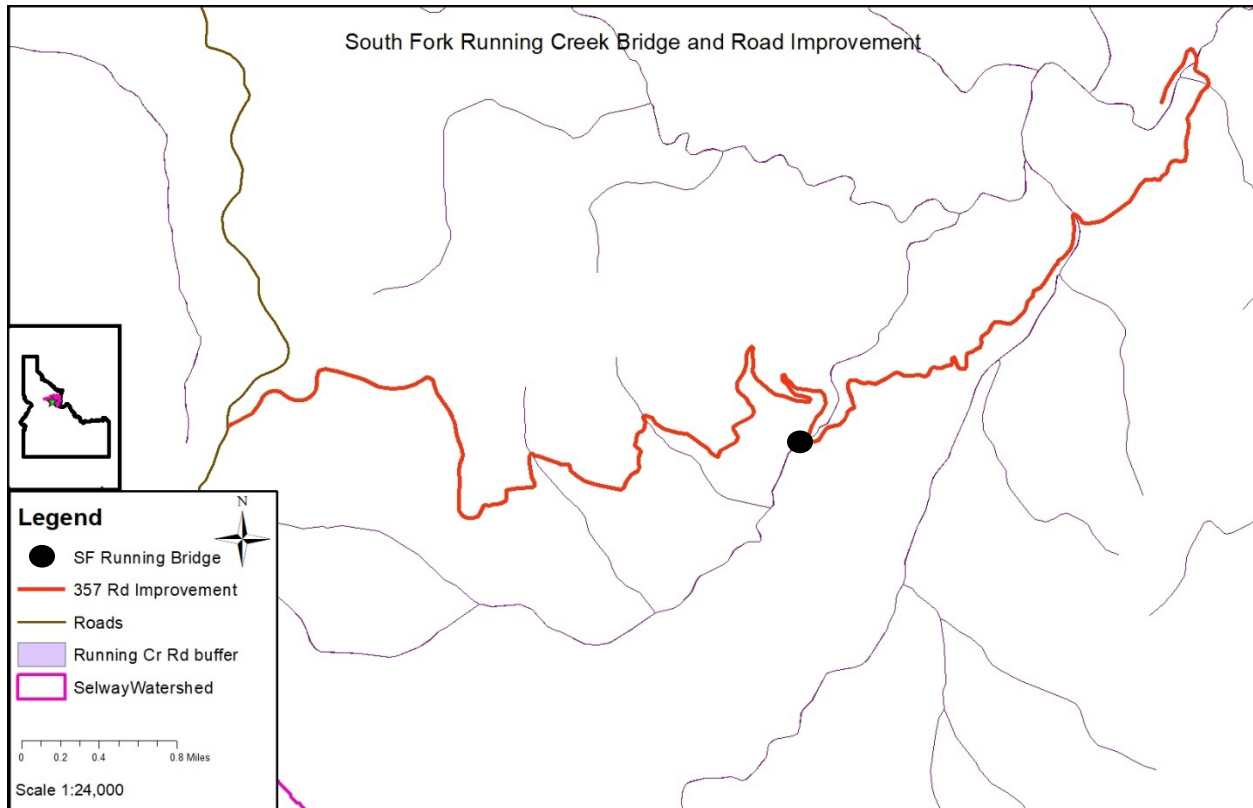


Figure 1: Map of South Fork Running Creek Culvert Replacement. The red line represents USFS road 357.



Figure 2. Photo of South Fork Running Creek culvert on USFS road 357.



Figure 3. Photo of horseshoe bend #1 on USFS Road 357.



Figure 4. Photo of horseshoe bend #2 on USFS Road 357.



Figure 5. Photo of horseshoe bend #3 on USFS Road 357.

SECTION 10: FEDERALLY FUNDED CONTRACTOR PROVISIONS

If the Contract is funded, in whole or in part, by federal funds, the Contractor agrees to abide by the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (“Uniform Guidance”). This guidance is posted at Title 2 of the Code of Federal Regulations (CFR), Part 200, which is available at: http://www.ecfr.gov/cgi-bin/text-idx?c=ecfr&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl.

10.1 Unallowable Costs

The following costs are not allowed: Costs exceeding the amount authorized in this Contract;

- a) Costs incurred prior to or after the expiration of the Contract, including any no-cost extensions of time;
- b) Costs that lie outside the scope of the approved project and any amendments thereto; and
- c) Compensation for injuries to persons or damage to property arising from project activities.
- d) This list is not exhaustive. For information about the allowability of particular items of costs, please see 2 CFR Part 200, Subpart E—Cost Principles.

10.2 Contractor Lobbying

If the amount of this Contract exceeds \$100,000, the Contractor agrees, to the best of his or her knowledge and belief, that:

- a) No federally-appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, cooperative agreement, or any other award covered by 31 U.S.C. 1352.
- b) If any funds other than federally-appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any agency, a member of Congress in connection with this Contract, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c) The Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose from tier to tier up to the non-Federal award.

10.3 Contractor Disbarment and Suspensions

Contractor certifies that it is not a party listed on the governmentwide exclusions in the System for Award Management (SAM). Furthermore, contractor shall not enter into contracts with parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

10.4 Disclaimers

Payments made to the Contractor under this Contract do not by direct reference or implication convey TU's endorsement nor the endorsement by any other entity that provides funds to the Contractor, including the U.S. Government, for the activities implemented under this Contract. All information submitted for publication or other public releases of information regarding this Contract shall carry the following disclaimer:

"The views and conclusions contained in this document are those of the authors and should not be interpreted as representing the opinions or policies of the U.S. Government or Trout Unlimited. Mention of trade names or commercial products does not constitute their endorsement by the U.S. Government or Trout Unlimited."

10.5 Davis-Bacon Act

If the contract is a construction contract in excess of \$2,000 and applicable to the Project, the Contractor shall be subject to the provisions of the Davis-Bacon Act (40 U.S.C. 276a to a-7) as supplemented by Department of Labor regulations (29 CFR part 5, “Labor Standards Provision Applicable to Contracts Governing Federally Financed and Assisted Construction”). In accordance with the statute, the Contractor shall be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractor shall be required to pay wages not less than once a week. TU shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract is conditioned upon the acceptance of the wage determination. TU shall report all suspected or reported violations to the Federal awarding agency. The Contractor shall also be subject to the provisions of the Copeland “Anti-Kickback Act” (18 U.S.C. 874 and 40 U.S.C. 276c) as supplemented by Department of Labor regulations (29 CFR part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that the Contractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. TU shall report all suspected or reported violations to the Federal awarding agency.

10.6 Rights to Inventions

If applicable to the activities implemented under this Contract, the Contractor shall abide by the provisions of 37 CFR Part 401 (Rights to Inventions Made by Non-Profit Organizations and Small Business Firms Under Government Grants, Contracts, and Cooperative Agreements) and any implementing regulations issued by the federal agencies that provide funds for this grant agreement.

10.7 Clean Air Act and Federal Water Pollution Control Act

If this Contract is in an amount that exceeds \$150,000, the Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

10.8 Women, Minority-Owned, or Labor Surplus Area Business Fair Share Objective

The Contractor shall agree to ensure to the fullest extent possible that, in procuring goods and services, funds shall be made available to organizations owned or controlled by socially and economically disadvantaged individuals including women- and minority-owned businesses or labor surplus area firms.

10.9 Equal Employment Opportunity

Except as otherwise provided under 41 CFR Part 60, if the Contract meets the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 the Contract incorporates by reference the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

10.10 Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)

Where applicable, all contracts in excess of \$100,000 that involve the employment of mechanics or laborers must include this provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to 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. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

10.11 Prohibition on certain telecommunications and video surveillance services or equipment

No federal funds made available under the Agreement shall be used to procure or obtain, extend or renew a contract to procure or obtain, or enter into a contract to procure or obtain equipment, services, or systems for “covered telecommunications equipment or services” as a substantial or essential component of any system, or as a critical technology as part of any system from Huawei Technologies Company, ZTE Corporation, Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, and Dahua Technology Company, or any other company, including affiliates and subsidiaries, owned or controlled by the People's Republic of China. For additional guidance see 2 C.F.R. § 200.216.

10.12 Domestic preference for procurement

As appropriate and to the extent consistent with law, the non-federal entity shall to the greatest extent applicable under a Federal Award or Contract, provide a preference for the purchase, acquisition or use of goods, products or materials produced in the United States (including but not limited to iron, aluminum, steel, cement and other manufactured products). For the purposes of this clause:

Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

Manufactured products means items of construction materials composed in whole or in part of non-ferrous materials such as aluminum, plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

10.13 Subcontracts

Contractor shall incorporate the terms and conditions of the federally funded contract provisions into all of Contractor's subcontracts entered into under this Contract.