

**Request for Proposal for:
Sweet Cron Irrigation Modernization Project
Project Location: 22995 Redwood Hwy, Kerby, Oregon 97531
3/20/2026**



Contract Representative and Project Manager:

Julie Cymore
Trout Unlimited
(541) 200-4469
julie.cymore@tu.org

Proposals must be received prior to 6:00 pm PST on April 28, 2026



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SECTION 1: INSTRUCTIONS TO BIDDERS

It is the responsibility of each Bidder to:

Follow the format required in the BID 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., BID cover sheet, BID Schedule, BID 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 Bid Cover Sheet before submitting a Bid

- 1 Signed BID Cover Sheet**
- 2 Complete BID Schedule**
- 3 BID Response Form (including point by point response to bidder qualifications/informational requirements).**

Direct questions to Project and Contract Representative:

**Julie Cymore
Trout Unlimited
(541) 200-4469
julie.cymore@tu.org**

Please find the Project Resources at this link:

[https://drive.google.com/drive/folders/1B7fgJI5nOKV8bu7lMrq90BrO_YpdEH3u?usp=drive link](https://drive.google.com/drive/folders/1B7fgJI5nOKV8bu7lMrq90BrO_YpdEH3u?usp=drive_link)

SCHEDULE OF EVENTS

EVENT	DATE/TIME
BID Package Release Date	March 20, 2026
RSVP for Mandatory Pre-BID Site Tour before	April 6, 2026/5:00pm PST
Mandatory Pre-BID Site Tour 22995 Redwood Hwy, Kerby Oregon	April 7, 2026/10:30 am PST
BID Response Due Date	April 28, 2026/6pm PST
Intended Date for Contract Award	Approx. May 10, 2026
Intended Notice to Proceed	Approx. May 15, 2026
Schedule Provided to TU by Contractor	Approx. May 15, 2026
Pre-Construction Meeting	Approx. May 15, 2026
Construction Start Date	Approx. May 15, 2026
Completion Deadline for All Work	December 30, 2026

BID COVER SHEET

OFFERORS MUST COMPLETE THE FOLLOWING	
Bidder Name/Address:	Authorized Offeror: (Please print name)
Bidder Phone Number:	Authorized Offeror Signatory: (Please sign in ink)
Bidder E-mail Address:	
BIDDER MUST RETURN THIS COVER SHEET WITH BID RESPONSE	

Bid Proposal Checklist	✓
Complete Bid Cover Sheet	
Completed Bid Schedule	
Completed Bid Proposal	

BID SCHEDULE

1. Describe how you intend to bill for services
2. Provide equipment rates and a labor rate cost sheet for all anticipated resources on the project
3. Provide an itemized cost sheet that includes the following categories for each pivot and/or field.
 - a. Cost of materials (pivots, sprinklers, pipe, pads, wiring, auxiliary)
 - b. Cost of Labor and Installation
 - c. Cost of Mobilization and Delivery
 - d. Total Project Bid Amount

BID RESPONSE FORM

It is required to provide the following information and respond to each of the following 7 below numbered requests for information.

(USE ADDITIONAL SHEETS AS NECESSARY, BUT LIMIT RESPONSE TO 50 PAGES)

1. **Cover Letter:** A written cover letter must express the Contractor's interest in the project and commitment to the obligations expressed in the RFP. This letter should include the original signature of an authorized representative of the Contractor and indicate that the Contractor accepts all the terms and conditions contained in the RFP.
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. **Qualifications and Experience/Company Profile – Description of personnel involved.** The proposal will list the Contractor's and employee qualifications and experience in relationships completing projects of a similar nature.
4. **Experience/Project Examples** Please identify a minimum of three (3) electric irrigation pivot infrastructure projects which have been successfully completed.
5. **Method of Providing Services – Provide detailed explanation on how you plan to perform the work.** Develop irrigation system designs and specifications that fully articulate proposed layout of the new irrigation system. Describe proposed materials and pipe sizes. For each irrigation field or pivot provide proposed and maximum flow rates (GPM) and acres covered by each irrigation upgrade. Describe the approach the Contractor proposes to complete construction of the project. This section should provide the bidder's construction approach, including schedule, staging, equipment, and sequencing. Specify the number, type, age, and size of heavy construction equipment. The proposal needs to articulate the bidder's understanding of the project. Include any assumptions used to develop the design.

6. Design Sheet(s) Develop and provide design drawings (include at least one aerial image overlay) and specifications that fully articulate proposed layout of the new irrigation system for all fields. Include location of pivots, end gun coverage, sprinklers, mainline, pipe, electrical. Include pipe sizes. Include locations and specifications for pivot pads. Identify number of acres covered per field/pivot with and without end gun coverage.

7. Maintenance Profile Provide details of ability of the Company to service the equipment (labor and materials) over the lifetime of the equipment (30 years). Please provide details of the staff and staff qualifications who are available for a call for system repair. Provide details on and anticipated responsiveness of the Company to a call (typical response time for a service call including number of days between the call and the repair visit). Provide details on the ability of the Company to procure and install materials. Include the estimated cost (including fees) of a service call to the property (Project Location: 22995 Redwood Hwy, Kerby, Oregon 97531) for 1 technician to perform a repair (no parts and no equipment included) that lasts 4 hours in May 2026.

Number of Copies and Due Date. Bidders must submit one (1) signed, electronic copy of the BID Cover Sheet, BID Schedule and BID Response Form to the email address listed below.

Proposals must be received prior to 6:00 pm PST on April 28, 2026. Proposals received after this time will not be accepted for consideration.

Electronic Submissions to: julie.cymore@tu.org

SECTION 2: BID SUBMISSION AND INSTRUCTIONS

2.1. Project Overview

Trout Unlimited (TU) is working with a landowner in Kerby, Oregon, to upgrade irrigation infrastructure to pivots and sprinklers on 53.5-56 acres. The project is sponsored by Trout Unlimited and supported by the landowners and Illinois Valley Soil & Water Conservation District, and funded through a variety of sources. TU and the landowner are seeking proposals for the design and installation of the irrigation efficiency project to be completed in 2026 under a schedule agreed upon by the contractor, Trout Unlimited, and landowner in order to minimize interference with current crops.

Please see Google Drive link for project details:

https://drive.google.com/drive/folders/1B7fqJJ5nOKV8bu7IMrq9OBrO_YpdEH3u?usp=sharing

- **Draft Contract and Contract Requirements**
- **Site Map**
- **Information on Valley 8000 pivot and Icon5 panel specifications**

Project Location: 22995 Redwood Hwy, Kerby, Oregon 97531

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

Julie Cymore, Trout Unlimited, (541) 200-4469, julie.cymore@tu.org

2.2 Mandatory Pre-BID Site Visit

Attendance of a Pre-BID site visit is mandatory and will occur on **April 7, 2026 at 10:30 am** PST at 22995 Redwood Hwy, Kerby, Oregon 97531. Attendance is mandatory to be considered qualified. Failure to attend in person may result in a nonqualified determination. All attendees must confirm that you will be attending by sending an email directed to: Julie Cymore, Trout Unlimited, (541) 200-4469, julie.cymore@tu.org by 5 pm on April 6, 2026 PST.

2.3 Closing Date for BID Submissions

Bids must be received by **6pm PST on April 28, 2026** for submission indicated above and electronically delivered to:

julie.cymore@tu.org

BIDs received after the specified time will not be considered.

2.4 Submitting a Proposal

Bidders must submit a signed, electronic copy of the BID Cover Sheet, Lump Sum BID Schedule and BID Response Form. TU may also choose to not evaluate, may deem

nonresponsive, and/or may disqualify from further consideration any proposals that do not follow this BID format, are difficult to understand, are difficult to read, or are missing any requested information.

The selected 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 BID shall create any contractual relationship between any subcontractor and TU. **This BID package is all inclusive and is part of the contract.**

2.5 Cancellation

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

SECTION 3 EVALUATION PROCESS

1.1 Evaluation of Proposals

All proposals will initially be classified as either "qualified" or "nonqualified." Proposals may be found nonqualified 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 BID; or the proposal is not within the plans and specifications described and required in the BID. If a proposal is found to be nonresponsive, it will not be considered further.

Selection and award will be based on the Bidder's proposal and other items outlined in this BID. Submitted responses may not include references to information located elsewhere, such as Internet websites or libraries, unless specifically requested. Information or materials presented by Bidders 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 Bidder being disqualified from further consideration.

The Proposal selection will be completed through a quality-based selection process (QBS) by a review team created by TU. The chosen BID 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 because of any contract awards derived from this BID shall create any contractual relationships between any subcontractor and TU. This BID package

is all inclusive and is part of the contract.

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

1.2 Evaluation Criteria

All qualified proposals will be evaluated based on the Bidder's Proposed Design; Team Qualifications as demonstrated by references; past performance; key personnel; proven experience of equipment operators; method of providing services; and Total Project Cost and Details outlined in the proposal.

Proposal selection will be completed through a quality-based selection process (QBS) by a review team created by TU. TU will issue a contract agreement to the responsible Contractor whose proposal is deemed to be most advantageous and of best value towards meeting the project objectives. The criteria to be evaluated and weighted based on these three factors: A) Adequacy of Technical Proposal, B) Contractor Qualifications and Experience, and C) Aggregate Bid Price.

A. Adequacy of Technical Proposal:

- a. Proposal content and applicability of the approach for addressing and completing the project design and design specifications.
- b. Clearly outlined project approach and Scope of Work including construction timeline/schedule, approach to work, and sequencing.
- c. Required Equipment: Equipment that specifically aligns with the proposed bidder's approach.
- d. Clearly outlined approach to pursuing and securing all the necessary insurance, permits, and bonds required to operate at the project site.
- e. Preferred equipment: Equipment that minimizes ground disturbance and is appropriate for approach.

B. Contractor Qualifications and Experience:

- a. Qualifications of contractor (prior experience on projects like the proposed project, project references, and technical experience).
- b. Project management experience in planning, implementing, and managing projects of this magnitude.
- c. Company resources available (organization of company, equipment and staffing, and abilities to meet budget and timelines).
- d. Provide warranty support for the equipment provided by Valmont. Must maintain a regional authorized dealer network capable of 24-hour service response.

C. Bid Price:

- a. The total price of all items combined and the prices for individual items will be considered as a significant part of the evaluation.

Upon completion of the review and ranking process, TU will negotiate with the highest-

ranked bidder for the contract scope and price. The negotiated contract will be based on fair and reasonable compensation for the services required.

Evaluation Criteria	Points
Proposed Design: Does it efficiently provide irrigation water to the designated acres from the appropriate water sources. Does the proposed materials meet the project standards. Does the landowner approve of the design. Does the design provide the appropriate flow rates. Does the proposal meet the project objectives.	50
Team Qualifications: Demonstrated ability to complete similar projects on time and on budget while producing high quality work and customer service. Does the company have the ability to respond to service requests. Does the proposal meet project timelines.	25
Project Cost: Does it provide appropriate quality products at a reasonable cost that fits within the project budget and standard cost considerations.	25

SECTION 4: SCOPE OF PROJECT

2 Project Background and Scope

Trout Unlimited (TU) is working with a landowner in Kerby, Oregon, to upgrade irrigation infrastructure to pivots and sprinklers for 53.5 irrigated acres. The project is sponsored by Trout Unlimited and supported by the landowners and Illinois Valley Soil & Water Conservation District and funded through a variety of sources. TU and the landowner are seeking proposals for the design, materials, delivery, and installation of the irrigation efficiency project to be completed in 2026 under a schedule agreed upon by the contractor, Trout Unlimited, and landowner to minimize interference with current crops grown in 2026.

The project will use the existing pump and fish screen. The maximum flow rate is 379 gpm (7.084 GPM/acre).

The contractor will furnish, install, and place in satisfactory operating condition Valmont Valley 8000 series center pivots to cover 50.5-53 acres in Fields 1, 2, and 3 for a combination of row crops, hay, and pasture and 3 acres in Field 4 (see Figure 1) covered by sprinkler irrigation for a combination of row and orchard crops and all required appurtenances in accordance with the approved plans and specifications. The unit(s) will be a self-contained, electrically propelled land irrigation machine driven by individual drive unit structures supported on rubber pneumatic drive tires. The basic power train will consist of a three-phase electric motor at each drive tower that will drive the wheels through a series of gear reductions. Each tower will be electrically controlled to maintain the selected operating speed and correct alignment. A Valley ICON5 panel will provide operator control from the pivot point. The pivot irrigation equipment will be supplied by a manufacturer who conforms to Quality Standard, ISO 9001, 1994. Valmont Irrigation conforms to this standard for the Design and Manufacture of Irrigation Products. It is the intent that all equipment as defined from the pivot point to the end of the machine in this specification shall be supplied by the irrigation pivot manufacturer. Other non-Valmont manufactured or supplied materials will be designed, procured, and installed by the authorized dealer.

The pivot will be installed and erected by one or more factory trained personnel. Installation and warranty service shall be performed only by an authorized Valley dealer to ensure compliance with manufacturer standards. This will include the assembly of the mechanical portion of the center pivot and start-up and adjustment of the equipment. The pivot point foundation will comply with the requirements set by the center pivot manufacturer. All equipment will be new and unused. All equipment provided will be capable of maximum interchangeability of spare parts. The equipment incorporated in the proposal will be the product of and furnished by a manufacturer who is regularly engaged in the production of such equipment for similar applications and who has experience of 10 or more years with installations similar to these specifications. All equipment will be of the manufacturer's most up to date and proven design.

All electrical components for remote electronically operated or motor driven equipment will be complete, including all necessary auxiliary relays so as to require only remote wiring and wiring connections to equipment. All necessary fuses or switches required by the

manufacturer for the equipment will be provided and installed with the equipment. All electrical components of the pivots will operate on 480-volt, three-phase, 60-Hertz, 4-wire power supply to be provided at the pivot as per ASABE Standard S397.1. Commercially plated fasteners will be used on all connections including the drive train U-joints, center drives, and wheel gearboxes.

The pivot system shall meet or exceed a minimum two-year warranty covering structural, electrical, and mechanical components and an 8 year 8,000 hour warranty on Valley Gearboxes. Alternate manufacturers must include detailed technical data sheets demonstrating full compliance with each specification section. No substitutions will be accepted unless the proposed equipment demonstrates equivalent or superior engineering, service network, materials, design life, corrosion resistance, and operational compatibility with specified controls and accessories. The contract will have the ability to provide warranty support for the equipment provided by Valmont and must maintain a regional authorized dealer network capable of 24-hour service response.

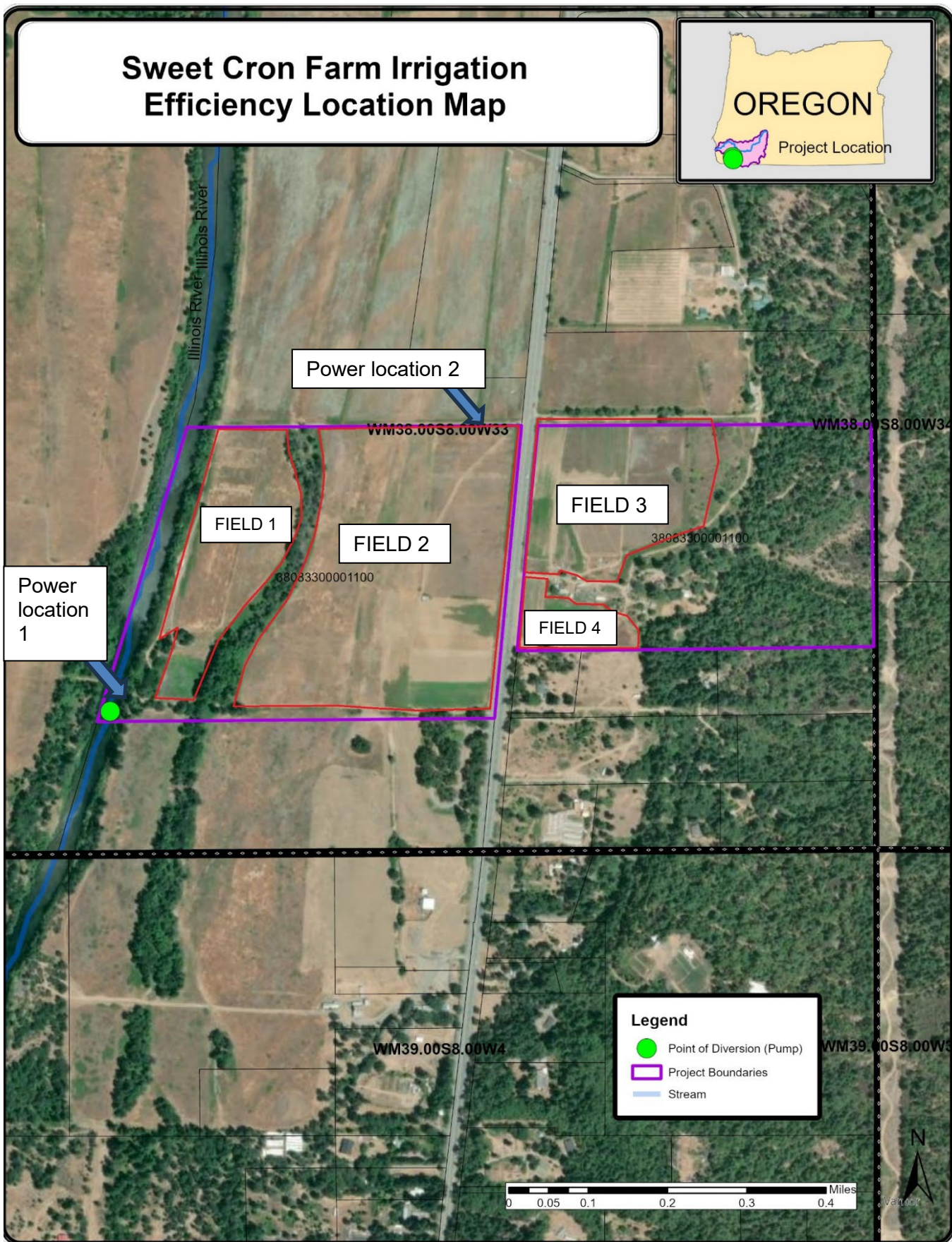
Project Element	Details and Specifications for Proposal
Irrigated acres covered by system	53.5-56 acres in total (coverage of acres per field listed here, see Figure 1 for location of fields) Fields 1 and 2: 38.5-41 acres (NTE 41 total acres) Field 3: 12 acres Field 4: 3 acres
Maximum flow rate from pump	0.8453 cfs/379 GPM for 53.5 acres/7.084 GPM/acre
Irrigation system requirements	Electric pivots with end gun coverage installed to cover acres for Fields 1, 2, and 3; Valley 8000 series or equivalent (https://www.valleyirrigation.com/8000) that meet or exceed specifications in Exhibit X; designed for flow rate of 7.084 gpm/acre. LEPA sprinkler package and ancillary equipment included. Remaining acres in Field 4 covered by sprinklers or equivalent at a rate of 7.084 gpm/acre.
Pump and fish screen	Use existing pump and fish screen; Connect to pump at the pump; waterline will be replaced downstream of pump.
Variable-Frequency Drive (VFD)	Install near pump
Totalizing Flow Meter	Inline totalizing flow meter; Install near pump; reading in GPM
Electric wire	Buried; connecting electric panel to pivots or other irrigation system components that require power; Include wire, conduit (as needed), materials, labor, trenching, bedding, cover and installation.
Electric connection	Not part of this bid; TU will select a separate electrical contractor to connect the buried wire to the electric panels and provide electric permits.
Road crossing	Not part of this bid; TU will select a separate boring contractor to provide road crossing boring, conduit, and permits. Two locations of crossing of Redwood

	Highway will be provided for buried water and/or electric lines. Proposal will include connecting to the water or power infrastructure at crossing location.
Pipe	Buried; install appropriately sized pipe from pump to totalizing flow meter and to pivots or other irrigation system components that require irrigation water; New materials; Include materials, labor, trenching, bedding, cover and installation. Install utility locate wire.
System testing	Include labor for irrigation system adjustment and testing following installation for a minimum of one full rotation of irrigation for all fields.
Site Cleanup	All waste generated from this project will be removed from the site including any components of the current system that are removed or disturbed through the project installation and are no longer needed.
Staging areas	Staging areas will be identified by the contractor and approved by the landowner.
Refueling	Locations for equipment refueling will be at least 100 yards from the Illinois River and identified by the contractor.
Riparian Areas	No woody vegetation will be removed from Riparian Areas unless approved by Trout Unlimited. The contractor will abide by Josephine County Development Permit requirements. Ground disturbance will be limited in these areas. Riparian areas are defined by riparian corridor setback of 50-feet from the ordinary high water line for the Illinois River.

IMPORTANT PROJECT INFORMATION

This request for proposal does not include road boring, electrical installation, and electrical hook up to the power company. TU has contracted these parts of the project separately. The contractor will work with the landowner and TU's selected contractors (electrical contractor, road boring company, and PacifiCorp/Pacific Power) to complete the project on mutually agreed upon schedule.

Coordinating the installation schedule with TU's contractors will be the responsibility of the contractor.



4.2 Project Timeline

The contractor will work with the landowner and TU's contractors (electrical contractor, road boring company, and PacifiCorp/Pacific Power) to complete the project on mutually agreed upon schedule. Construction can begin upon notice of award and once a permits have been issued by Josephine County and Oregon Department of Transportation and a power pole has been installed by PacifiCorp/Pacific Power. Both of these approvals are in process and expected on or before May 15, 2026. We anticipate that construction will be able to begin May 15, 2026. Project must be completed to the point that the irrigation system can be tested. All remaining work must be completed by December 30, 2026. Upon completion of all work, substantial completion will be issued, and the final payment process can be processed. Final Invoice must be received no later than January 30, 2027.

SECTION 5: BIDDER 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 Bidder 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 Bidder fails to satisfy TU that the Bidder 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 BIDs and Securities

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

5.3 Bidder Qualifications/Information Requirements

In order for TU to determine the capabilities of a Bidder to provide the supplies and/or perform the services specified above, the Bidder must respond to the following requests for information regarding its ability to meet TU's requirements. **THE RESPONSE, "(BIDDER'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

Bidder 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

Bidder shall provide a minimum of three **(3)** references that are using supplies and/or services of the type proposed in this BID. At a minimum, the Bidder 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 Bidder'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 Bidder to perform the conditions of the contract. Negative references may be grounds for proposal disqualification.

Resumés/Company Profile

Bidder 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 BID 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

Bidder should describe intended approach to doing the work with enough detail to demonstrate the contractor understands the Fitzpatrick Conservation Project and can complete the project within the project timeline.

SECTION 6: CONTRACT

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

TROUT UNLIMITED- CONTRACTOR SERVICES CONTRACT

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 Attachment 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 ATTACHMENTS

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 Attachment 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) “Landowner” 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 Attachment 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.

4. Performance. 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 Attachments:

Attachment A - Scope of Work

Attachment B - Project Budget

Attachment C - Bonds

Attachment D - Payment Application Form

Attachment E - Payment Certification Form (Affidavit of Payment)

Attachment F - Waiver and Release Upon Interim Payment

Attachment G - Waiver and Release Upon Final Payment

Attachment H - Federally Funded Contract Provisions (if applicable)

Attachment I - Insurance Requirements

Attachment J - Change Order Form

Attachment 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 Attachment 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 Landowner'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, Attachment H will be included, and the Contractor shall comply with the terms in Attachment H.

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

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 **Attachment 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 Attachment 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 Attachment F (or such other form as required by TU) and Affidavits of Payment in the form attached hereto as Attachment 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, Miller Act, Little Miller Act and lien 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 Landowner(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 **Attachment 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 [REDACTED], 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 unless such delays are caused by third-parties for whom the Contractor is not responsible, in which case a no-cost extension of time will be granted as necessary. 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 **Attachment 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

2. Claims and Disputes.

- ARTICLE V**
CONTRACT ADMINISTRATION

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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. Landowner/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 Landowner.

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 **Attachment 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 **Attachment 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, abnormal weather, 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, Inc.

(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.

A. By: _____

B. Printed Name: _____

C. Title: _____

D. Date: _____

E.

F. [CONTRACTOR]

G. By: _____

H. Printed Name: _____

I. Title: _____

J. Date: _____

Attachment A
Scope Of Work

 Scope of Work Attached

 Bid Results Attached

Attachment B Project Budget

Name of Project:

Work products and deliverables with timeline and payment schedule

K. Item Number and Description	L. Unit Price	M. Completion date	N. Number of weeks	O. Total Cost
P.	Q.	R.	S.	T.
U.	V.	W.	X.	Y.
Z.	AA.	BB.	CC.	DD.
EE.	FF.	GG.	HH.	II.
JJ.	KK.	LL.	MM.	NN.

Total Cost of the Work:

Attachment C

Bonds

☐ Bonds **NOT** Required (<\$350,000 Project Cost)

☒ Bonds Required (≥\$350,000 Project Cost).

Please attach Bond documentation to final contract.

Contractor Performance Bond. The contractor will obtain a performance bond in the amount of its construction contract from a surety company authorized to do business in Oregon.

(a) A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder shall, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.

(b) A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

(c) A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by statute of all persons supplying labor and material in the execution of the work provided for in the contract.

(d) Where bonds are required in the situations described herein, the bonds shall be obtained from companies holding certificates of authority as acceptable sureties pursuant to 31 CFR part 223, "Surety Companies Doing Business with the United States."

Attachment D

Payment Application Form

Project Name: _____

Application is made for payment for work accomplished through the date of _____
for the above-named Project, as represented on the table below.

<i>Line No.</i>	<i>Reference</i>	<i>Bid Item</i>	<i>Unit</i>	<i>Total Quantity</i>	<i>Unit Cost</i>	<i>Quantity Completed</i>	<i>Cost of Quantity Completed this Invoice</i>
1.0							\$
2.0							\$
3.0							\$
4.0							\$
5.0							\$
6.0							\$
7.0							\$
8.0							\$
9.0							\$
10.0							\$
11.0							\$
	TOTAL PRICE FOR ALL COMPLETED WORK THIS INVOICE						\$

	Change Order Work: In the event that Contractor performs work pursuant to a signed Change Order and there is not a applicable unit price provided in the bid form above for that Work (or other price or compensation agreed to in the written Change Order), then the following hourly rates will be applied, with an estimate of the total hours required provided to TU in writing and approved by TU in a signed Change Order in advance of performing the work:					
	Item Description		Unit	Units Completed	Unit Price	Item Total
A					\$	\$
B						\$
C						\$
D						\$
E						\$
F						\$
G						\$
H						\$

Attach supporting information showing actuals labor and quantities of materials.

Attachment E
Payment Certification Form

Project: _____

Application for Payment Number/Invoice Number _____

The undersigned certifies that:

- 1. The amounts requested are only for performance in accordance with the specifications, terms and conditions of the Agreement; and*
- 2. Payments to subcontractors and suppliers have been made from previous payments received under the Agreement, and timely payments will be made from the proceeds of the payment covered by this certification in accordance with the subcontract agreements and applicable law; and*
- 3. This Application for Payment is for all costs and time-extensions arising from the Services accomplished through the range of dates of this Application for Payment excluding any work or costs that is subject to a prior-noticed dispute as documented between the Parties; it does not include any amounts that Contractor intends to withhold or retain from a subcontractor or supplier in accordance with the terms and conditions of the subcontract.*
- 4. This certification is not to be construed as final acceptance of a lower-tier contractor or supplier's performance.*

Certified on _____:

Name: _____

Title: _____

Company Name: _____

Signature: _____

Attachment F
Waiver (and Release of Lien, if applicable) Upon Interim Payment

WAIVER (AND RELEASE OF LIEN) UPON PROGRESS PAYMENT

LANDOWNER:

GENERAL CONTRACTOR:

PROJECT NAME:

STATE OF

COUNTY OF

The undersigned, in consideration of the sum of \$_____, hereby 1) waives and 2) releases its lien and right to claim a lien if such project is lienable for labor, services, or materials furnished through _____ (date of this waiver) to _____ on the job of _____ to the following property: _____ (Name and Address of Project). This waiver and release does not cover any retention or labor, services or materials furnished after the date specified.

Any and all contractors, subcontractors, laborers, suppliers and materialmen that have provided labor, material or services to the undersigned for use or incorporation into the construction of the improvements to the Property have been paid and satisfied in full, and there are no outstanding claims of any character arising out of, or related to, the undersigned's activities on, or improvements to, the Property.

This Waiver constitutes a representation by the undersigned signatory, for and on behalf of the firm or company listed below, that the payment referenced above, once received, constitutes full and complete payment for all work performed, and all costs or expenses incurred (including, but not limited to, costs for supervision, field office overhead, home office overhead, interest on capital, profit, and general conditions costs) relative to the work or improvements at the Property as of the date of this Waiver, except for the payment of retainage. The undersigned hereby specifically waives and releases any claim for damages due to delay, hindrance, interference, acceleration, inefficiencies or extra work, or any other claim of any kind it may have against the Landowner, and its lender, the Landowner's project and/or development manager (if any), Trout Unlimited, Inc., the General Contractor (if this Waiver is signed by a subcontractor or supplier), or any other person or entity with a legal or equitable interest in the Property, as of the date of this Waiver, except as follows:

_____.

This Waiver is specifically made for the benefit of the Landowner and the Landowner's lender, if any, and any other person or entity with a legal or equitable interest in the Property. The amount of money set forth as due and owing in the immediately preceding Waiver dated _____, 20__, has been received, and is deemed paid in full.

The undersigned signatory, acting for and on behalf of the firm or company listed below and all of its laborers, subcontractors, and suppliers, has placed his hand and seal this ____ day of _____, 20__.

FIRM OR COMPANY:

By: _____

Print Name: _____

Its: _____

Attachment G
Waiver (and Release of Lien, if applicable) Upon Final Payment

WAIVER (AND RELEASE OF LIEN, IF APPLICABLE) UPON FINAL PAYMENT

LANDOWNER:

GENERAL CONTRACTOR:

PROJECT NAME:

STATE OF

COUNTY OF

The undersigned, in consideration of final payment in the amount of \$_____, hereby 1) waives and 2) releases its lien and right to claim a lien if such project is lienable for labor, services, or materials furnished to _____ on the job of _____ to the following described property: _____ (*Name and Address of Project*).

Any and all contractors, subcontractors, laborers, suppliers and materialmen that have provided labor, material or services to the undersigned for use or incorporation into the construction of the improvements to the Property have been paid and satisfied in full, and there are no outstanding claims of any character arising out of, or related to, undersigned's activities on, or improvements to, the Property. This Waiver is specifically made for the benefit of Landowner and the Landowner's lender, and any other person or entity with a legal or equitable interest in the Property.

This Waiver constitutes a representation by the undersigned signatory, for and on behalf of the undersigned, that the payment referenced above, once received, constitutes full and complete payment for all work performed, and all costs or expenses incurred (including, but not limited to, costs for supervision, field office overhead, home office overhead, interest on capital, profit, and general conditions costs) relative to the work or improvements at the Property. The undersigned hereby specifically waives, quitclaims and releases any claim for damages due to delay, hindrance, interference, acceleration, inefficiencies or extra work, or any other claim of any kind it may have against the Landowner and its lender, the Landowner's project and/or development manager (if any), Trout Unlimited, Inc., the General Contractor (if this Waiver is signed by a subcontractor or supplier), or any other person or entity with a legal or equitable interest in the Property, relative to the work or improvements at the Property.

The undersigned signatory, acting for and on behalf of the firm or company listed below and all of its laborers, subcontractors, and suppliers, has placed his hand and seal this ____ day of _____, 20__.

FIRM OR COMPANY:

By: _____

Print Name: _____

Its: _____

Attachment H

Federally Funded Contract Provisions

☒ Project is NOT Federally Funded (Remove the provisions below).

☐ Project IS Federally Funded, and the following provisions apply.

Attachment I Insurance

1. Contractor's Liability Insurance. The Contractor shall maintain such insurance as will protect TU, the Landowner and the Contractor from claims set forth below which may arise out of or result from the Contractor's operations under the Contract and for which TU, the Landowner or the Contractor may be legally liable, whether such operations are those of the Contractor, any Subcontractor or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, as follows:

1.1 Workers' Compensation Insurance. Workers' Compensation Insurance insuring the Contractor's full liability under the Worker's Compensation and Occupational Disease laws of the state where the Work is performed, and Employer's Liability coverage with not less than a \$1,000,000 limit, covering:

1.1.1 Claims under workers' compensation, disability benefit acts, and other similar employee benefit acts which are applicable to the Work to be performed; and

1.1.2 Claims for damages because of bodily injury, occupational sickness or disease, or death of employees.

1.2 Commercial General Liability Insurance. Commercial General Liability Insurance with coverage on an "occurrence" basis.

1.2.1 Claims Covered. Such insurance shall insure Contractor for work performed under the Contract against:

- .1 Claims for damages because of bodily injury, personal injury, sickness or disease, or death of any person other than his employees; and
- .2 Claims for damages because of injury to or destruction of tangible property (including loss of use resulting therefrom), other than injury to the smallest identifiable part of the work that causes the bodily injury or property damage loss.

1.2.2 Endorsements or Modifications. The policy for such insurance shall contain the following coverages, endorsements or modifications:

- .1 Completed Operations Coverage. With respect to completed operations liability, when the entire Work has been determined complete by the Contractor and accepted by TU and the Landowner, Contractor agrees to furnish evidence of such insurance coverage for two (2) successive

twelve (12) month periods by the insurance carrier then writing completed operations coverage for the Contractor;

- .2 Contractor's Protective Liability to cover Contractor's liability arising out of Work performed by its Subcontractors;
- .3 Blanket Contractual Liability, including liability arising out of the indemnification agreement set forth herein in the Contract;
- .4 Personal Injury Liability with employee and contractual exclusions deleted;
- .5 Broad Form Property Damage extended to apply to Completed Operations;
- .6 All exclusions related to loss by explosion, collapse or underground damage (X,C,U) and shall be deleted; and
- .7 The Combined Single Limit of liability for Bodily Injury, Personal Injury, Death and Property Damage, except automobile, shall not be less than: \$2,000,000 each occurrence, \$2,000,000 aggregate. (These limits may be met by a combination of primary coverage and umbrella coverage).

1.3 Commercial Automobile Liability. Contractor shall carry insurance to insure it for operations of all owned, hired, and non-owned vehicles with limits for each accident of not less than \$1,000,000 Combined Single Limit with respect to Bodily Injury, Death and Property Damage.

1.4 Policy Requirements.

1.4.1 The insurance required of the Contractor shall be issued by an insurer or insurers lawfully authorized to do business in the jurisdiction in which the Project is located and maintaining a Best's rating of at least A-VII.

1.4.2 The insurance required of the Contractor shall be written for not less than any limits of liability required by law.

1.4.3 Insurance coverages required under Sections 1.2 and 1.3 shall name "Trout Unlimited, Inc.", Landowner and its designees as Additional Insureds with respect to the operations of Contractor and its Subcontractors, and shall be endorsed to be primary, non-contributory, and not excess of any other insurance.

1.4.4 Each insurance policy required of Contractor will not be canceled, non-renewed or materially altered without thirty (30) days' advance written notice (ten (10) days' advance written notice for non-payment of premium) to TU, which must be stated on the Certificates of Insurance. Contractor's and Subcontractors' insurance policies must be endorsed to extend notice of cancellation rights to TU, to the extent commercially available.

2. Property Insurance.

2.1 If deemed to be required by the TU or the Landowner, TU or the Landowner shall purchase and maintain all-risk property insurance at 100% replacement cost upon the entire Work at the site and portions of the Work stored off the site, and contingent transit coverage for portions of the Work in transit. This insurance shall include the interests of TU, the Landowner, the Contractor and the Subcontractors in the Work and shall insure against all risk of physical damage subject to standard exclusions. Losses not covered by TU's insurance, the Landowner's insurance or Contractor's insurance shall be borne pursuant to the provisions of the Contract.

2.2 TU and Contractor waive all rights against each other, and the agents and employees each of the other, for damages caused by fire or other perils to the extent covered by insurance obtained or required to be obtained pursuant to the provisions of Section 2.1, except for such rights as they may have to the proceeds of such insurance, and except as to deductibles provided for elsewhere in this Attachment or the Contract.

2.3 Contractor acknowledges and agrees that the property insurance to be carried by TU or the Landowner pursuant to the provisions of Section 2.1 hereof shall not be required to cover any tools, apparatus, machinery, scaffolding, hoists, forms, staging, shoring and other similar items commonly referred to as construction equipment, which may be on the site and the capital value of which is not included in the Work. The Contractor shall purchase and maintain such insurance so as to cover the loss or damage to such construction equipment. Any such policy obtained by the Contractor shall include a waiver of subrogation in accordance with the requirements of this Section.

3. Pollution Liability Insurance

☒X_____ Pollution Liability Insurance is **not** needed

_____ Pollution Liability Insurance is needed (See Below)

Contractor shall carry pollution liability insurance with a policy limit of at least \$1,000,000 per occurrence and \$2,000,000 in the aggregate.

4. Funder's Insurance Requirements

4.1 Contractor shall carry any insurance policies and abide by any insurance obligations required by the Funder.

Additionally Insured Entities to be added to the contractor's insurance policy (add names below):

Trout Unlimited, Inc
1700 N Moore St, Suite 2005
Arlington, VA 22209-2793

State of Oregon, its officers, employees, and agents
875 Union St. NE
Salem, OR 97311

Rhett Nelsen
22995 Redwood Hwy
Kerby OR 97531

Attachment J Change Order

PROJECT NAME: _____

CONTRACTOR: _____

DATE OF CONTRACT: _____

DATE OF THIS CHANGE ORDER: _____

CHANGE ORDER NUMBER: _____

The Contract between Trout Unlimited, Inc. ("TU") and Contractor (the "Contract") is changed as follows (*include a specific and detailed description of the change in the Contract, including, where applicable, references to relevant paragraphs in the original Contract, specific pages of the Contract Documents, or relevant sections of the Drawings and Specifications*):

The Contract Time is hereby [☐ increased] [☐ decreased] by the following number of calendar days: _____

The Contractor hereby waives and releases any claim it may have against the Owner for any adjustment in the Contract Time resulting from, or related to, the change reflected in this Change Order, except as agreed to above.

The Guaranteed Maximum Price is hereby [☐ increased] [☐ decreased] by \$ _____.

The Contractor hereby waives and releases any claim it may have against TU for any adjustment in the Guaranteed Maximum Price arising out of, or related to, the changes reflected in this Change Order, including, but not limited to, any claim for damages due to delay, disruption, hindrance, impact, interference, inefficiencies or extra work arising out of, resulting from, or related to, the change reflected in this Change Order, except as agreed to above.

Original GMP: _____

Net Change by Previous Change Orders: _____

GMP before this Change Order: _____

[Increase] [Decrease] in this Change Order: _____

GMP, as adjusted by this Change Order: _____

Substantial Completion Date, as adjusted previously: _____

[Increase] [Decrease] in Contract Time: _____

New Substantial Completion Date: _____

Upon execution of this Change Order by TU and Contractor, the above-referenced change shall become a valid and binding part of the original Contract without exception or qualification, unless noted in this Change Order. Any language in proposals or other documents attached hereto that conflict with the terms contained herein is null and void.

Trout Unlimited, Inc.

Contractor

By: _____

By: _____

Date: _____

Date: _____

Attachment K State Provisions

☐ State Provisions **DO NOT APPLY**

☒ State Provisions **DO APPLY** and include the following requirements.

Section 1: State of Oregon, Oregon Water Resources Department is the “Grantor” and Trout Unlimited is the “Grantee”.

The contractor certifies that it is not a unit of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the Grantor and its officers, employees and agents from and against any and all claims, actions, liabilities, Water Supply Development Account 6 damages, losses, or expenses, including attorneys’ fees, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the other party to Grantee’s Sub-agreement or any of such party’s officers, agents, employees or subcontractors (“Claims”). It is the specific intention of the Parties that the Grantor shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Grantor, be indemnified by the other party to Grantee’s Sub-agreement(s) from and against any and all Claims.

Any such indemnification shall also provide that neither Grantee’s subrecipient(s), contractor(s) nor subcontractor(s), nor any attorney engaged by Grantee’s subrecipient(s), contractor(s) or subcontractor(s) shall defend any claim in the name of the Grantor or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The Grantor may, at any time at its election, assume its own defense and settlement in the event that it determines that Grantee’s subrecipient is prohibited from defending the State, or that Grantee’s subrecipient is not adequately defending the Grantor’s interests, or that an important governmental principle is at issue or that it is in the best interests of the Grantor to do so. The Grantor reserves all rights to pursue claims it may have against Grantee’s subrecipient if the State of Oregon elects to assume its own defense.

Compliance with Laws, including Prevailing Wage.

(a) Grantee shall comply with state prevailing wage law as set forth in ORS 279C.800

through 279C.870, and the administrative rules promulgated thereunder (OAR Chapter 839, Division 25) (collectively, state “PWR”). This includes but is not limited to imposing an obligation that when PWR applies to the Project, contractors and subcontractors on the Project must pay the prevailing rate of wage for workers in each trade or occupation in each locality as determined by the Commissioner of the Bureau of Labor and Industries (“BOLI”) under ORS 279C.815.

(b) When the federal Davis-Bacon Act applies to the Project, contractors and subcontractors on the Project must pay the prevailing rate of wage as determined by the United States Secretary of Labor under the Davis-Bacon Act (40 U.S.C. 3141 et seq.).

(c) Notwithstanding (1) and (2) above, when both PWR and the federal Davis-Bacon Act apply to the Project, contractors and subcontractors on the Project must pay a rate of wage that meets or exceeds the greater of the rate provided in (3)(a) or (3)(b) above.

(d) When PWR applies, Grantee and its contractors and subcontractors shall not contract with any contractor on BOLI’s current List of Contractors Ineligible to Receive Public Works Contracts.

(e) When PWR applies, Grantee shall be responsible for both providing the notice to the BOLI Commissioner required by ORS 279C.835 and the payment of any prevailing wage fee(s) required under ORS 279C.825 and BOLI’s rules, including OAR 839-025-0200 to OAR 839-025-0230. For avoidance of any doubt, Grantee contractually agrees to pay applicable prevailing wage fees for the Project rather than OHCS, the public agency providing Financing Proceeds under this Contract.

(f) When PWR applies, and before starting work, Contractor shall file with the Construction Contractors Board, and maintain in full force and effect, the separate public works bond required by ORS 279C.836 and OAR 839-025-0015, unless otherwise exempt under those provisions. The Contractor shall also include in every subcontract a provision requiring any subcontractor to have a public works bond filed with the Construction Contractors Board before starting Work, unless otherwise exempt, and shall verify that the subcontractor has filed a public works bond before permitting the subcontractor to start Work.

(g) Pursuant to ORS 279C.817, Grantee and any contractors or subcontractors may request that the BOLI Commissioner make a determination about whether the Project is a public works on which payment of the prevailing rate of wage is required under ORS 279C.840 (i.e. whether PWR applies).

Cultural Material. If any cultural material is discovered during Project activities, all work should cease immediately (ORS 97.745 and ORS 97.750) until a professional archaeologist can assess the discovery, and Grantee shall immediately notify the Oregon State Police, the Water Resources Department, the Legislative Commission on Indian Services, the appropriate

Tribe(s), and the State's Historic Preservation Office (SHPO). Additionally, in the case of cultural material discovery, Grantee shall prepare a report of the Project outlining the results of the archaeological monitoring and submit its report to SHPO for inclusion in SHPO's resource library and GIS database.

Section 2: State of Oregon, Oregon Watershed Enhancement Board is the "Grantor" and Trout Unlimited is the "Grantee".

Grantee shall defend (subject to ORS chapter 180), indemnify, save and hold harmless the State of Oregon and OWEB and their officers, employees and agents from and against any and all claims, suits, actions, proceedings, losses, damages, liability and court awards including costs, expenses, and attorneys' fees incurred related to any actual or alleged act or omission by Grantee, or its employees, agents or contractors, that is related to this agreement; however, the provisions of this section are not to be construed as a waiver by OWEB of any defense or limitation on damages provided for under Chapter 30 of the Oregon Revised Statutes or under the laws of the United States or other laws of the State of Oregon.

Insurance

1. The Grantee shall require that all contractors or consultants hired for construction, restoration, technical design, assessment or monitoring contracts carry the minimum insurance types and amounts described below. The minimum insurance requirements do not apply to contractors not engaged in these types of activities facilitation, data analysis, web design, etc. Contractor insurance requirements do not apply to landowners with whom the Grantee is contracting to perform work on the landowner's property.

Insurance Type Minimum Amount

General liability \$1,000,000 per occurrence, \$2,000,000 annual aggregate

Auto liability \$1,000,000 combined single limit

2. If requested by the Board, Grantee shall provide to the Board Certificate(s) of Insurance for all required insurance. As proof of insurance the Board has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this Agreement.

3. Grantee or the insurer must provide at least 30 days' written notice to the Board before cancellation of, material change to, potential exhaustion of aggregate limits of, or nonrenewal of the required insurance coverage(s).

OREGON PREVAILING WAGE RATE LAW

1. The prevailing wage rate requirements that may apply to the Project are set forth in ORS

279C.800 through 279C.870 and the administrative rules promulgated thereunder (OAR Chapter 839, Division 25) (collectively, “PWR”). If applicable, Grantee shall: a) comply with PWR, require its contractors and subcontractors to pay the applicable PWR rates and to comply with all other Oregon Bureau of Labor and Industries (“BOLI”) requirements pursuant to the PWR, including on all contracts and subcontracts and in filing separate public works bonds with the Construction Contractors Board; and b) pay to BOLI, within the required timeframe and in the appropriate amount, the project fee required by OAR 839-025-0200 to 839-025-0230, including any additional fee that may be owed upon completion of the Project.

2. Grantee represents and warrants that it is not on the BOLI current List of Contractors Ineligible to Receive Public Works Contracts and that it will not contract with any contractor on this list.

3. Pursuant to ORS 279C.817, Grantee may request that the Commissioner of BOLI make a determination about whether the Project is a public works on which payment of the prevailing rate of wage is required under ORS 279C.840.

Information regarding prevailing wage rate law can be found on the BOLI website at https://www.oregon.gov/BOLI/WHI/PWR/Pages/W_PWR_Pwrbk.aspx.

Section 1: State of Oregon, Oregon Department of Fish and Wildlife is the “Grantor” and Trout Unlimited is the “Grantee”.

Oregon Prevailing Wage Rate Law. The prevailing wage rate requirements that may apply to the Project are set forth in ORS 279C.800 through 279C.870 and the administrative rules promulgated thereunder (“PWR”), or, if applicable, 40 U.S.C. 3141 et seq. (“Davis-Bacon Act”). If applicable, Grantee shall:

(a) be responsible for compliance with PWR, require its contractors and subcontractors to pay the applicable PWR or Davis-Bacon Act rates, and to comply with all other Oregon Bureau of Labor and Industries (“BOLI”) requirements pursuant to the PWR, including on all contracts and subcontracts and in filing separate public works bonds with the Construction Contractors Board (applicable wage rates are those in effect on the effective date of this Agreement and may be accessed via: BOLI : Prevailing Wage : For Employers : State of Oregon and

<https://sam.gov/>; if a project is subject both to ORS 279C.800 to 279C.870 and to the Davis-Bacon Act, contractors and subcontractors must be paid not less than the higher of the applicable state or federal prevailing rate of wage); and

(b) pay to BOLI, within the required timeframe and in the appropriate amount, the project fee required by OAR 839-025-0200 to 839-025-0230, including any additional fee that may be owed upon completion of the Project.

Grantee represents and warrants that it is not on the BOLI current List of Contractors

Ineligible to Receive Public Works Contracts and that it will not contract with any contractor on this list.

Contractor Performance Bond. If the Grantee selects a contractor to perform construction of the Project, the Grantee shall require the contractor to obtain a performance bond in the amount of its construction contract from a surety company authorized to do business in Oregon.

Compliance with Workers' Compensation. The Grantee shall require that all employers, including the contractor (the Grantee, or if other than the Grantee), that employ subject workers who work under this Agreement in State shall comply with ORS 656.017 and provide the required workers' compensation coverage, unless the employers are exempt under ORS 656.126(2). The Grantee and the contractor (if other than the Grantee) shall require each of its subcontractors, if any, to comply with, and shall ensure that each of its subcontractors, if any, complies with, these requirements.

Insurance. If any contractors, subcontractors, or subgrantees used to carry out the Project are private entities, Grantee must ensure the liability and risks related to the Project are insured to the extent that similar insurance customarily carried by entities constructing, operating and maintaining similar work is required.

Attachment L

Inadvertent Discovery Plan

Archaeological and Human Remains Inadvertent Discovery Plan (IDP)

Illinois Valley Flow Restoration Project

Oregon Department of Fish & Wildlife | Julie Cymore | 6/2/2025 | 25-2004

This document outlines the procedure to be followed if archaeological objects or features, or human remains are encountered in the course of work. It pertains to ODFW staff, partners, volunteers, and contractors, including any and all individuals, organizations, or associated companies performing work under the direction of ODFW. All personnel will be briefed on all procedures and reporting structures before the start of any work. **This is not a replacement for due diligence, robust project design, and consultation with appropriate Native American Tribes.**¹

Contents of this document

- A. Procedures for archaeological features and materials
- B. Procedures for human remains, burials, funerary objects, sacred objects, and objects of cultural patrimony
- C. Roles and responsibilities
- D. Contact information

¹ Appropriate Native American Tribes will be identified by LCIS

- E. Confidentiality statement
- F. Procedure flow chart
- G. Visual reference guide for archaeology and tribal heritage items

A. Procedures for Inadvertent Discovery of Archaeological Features and Materials

(SEE PART B FOR HUMAN REMAINS, BURIALS, AND FUNERARY OBJECTS,)

It is expected that ALL artifacts, features, structural elements, and other cultural items that are identified will be reported to required project, agency, and Tribal contacts as soon as possible.

Step 1. Stop work (immediately after discovery)

If any person believes that they have located an archaeological object² or site³, all work must stop immediately.

Discovery made in field _____ (date/time) _____ (initials of discoverer)

Step 2. Secure and protect the area (within first hour after discovery)

Establish a **minimum** 30 meter/100-foot area of protection, or more as necessary, around the find(s). Exclude all vehicle traffic and non-essential foot traffic. Non-ground-disturbing work may continue outside of the area of protection with caution until the situation is assessed by a qualified archaeologist.⁴

Buffer established _____ (time) _____ (initials of person responsible)

Step 3. Notify (within first hour after discovery)

Notify the project manager, agency official (if applicable), and project archaeologist. If there is not an archaeologist on-site, or on retainer for the project, the project manager will contact an Oregon Qualified Archaeologist (which include agency and Tribal archaeologists) to assess the find.

Project Manager contacted _____ (time) _____ (initials of contactor)
 Agency Official contacted _____ (time) _____ (initials of contactor)
 Project Archaeologist contacted _____ (time) _____ (initials of contactor)

Step 4. Identify and Follow Guidance (timeline variable, as soon as possible)

² "Archaeological object" means an object that is at least 75 years old (or 50 years if there is a federal nexus), is part of the physical record of an indigenous or other culture found in the state or waters of the state, and is material remains of past human life or activity that are of archaeological significance including, but not limited to, monuments, symbols, tools, facilities, technological by-products and dietary by-products (ORS 358.905).

³ "Archaeological site" means a geographic locality in Oregon that contains archaeological objects and the contextual associations of the archaeological objects with each other or biotic or geological remains or deposits (ORS 358.905).

⁴ Ground-disturbing work on different landforms distant from the find and outside of the buffer may continue.

If the archaeologist determines the find is an archaeological feature or object, or other cultural item or feature, OR if no qualified archaeologist can be contacted within the first hour of discovery, the **State Historic Preservation Office (SHPO) and appropriate Native American Tribes must be contacted**, and their guidance must be followed. SHPO, Native American Tribes, and project and agency personnel will determine in consultation how or if work may continue at the site. If the discovery is determined to *not* be archaeological or a cultural item, you may continue work. This determination should be confirmed in writing to the project manager and agency official.

SHPO contacted _____ (time) _____ (initials of contactor)
Appropriate Native American Tribes⁵ _____ (time) _____ (initials of contactor)

Procedures for Inadvertent Discovery of Human Remains

(INCLUDES HUMAN REMAINS, BURIALS, FUNERARY OBJECTS, OBJECTS OF CULTURAL PATRIMONY, AND SPIRITUAL OBJECTS)

It is expected that ALL potential human remains, burials, funerary objects, or objects of cultural patrimony that are identified will be reported and accounted for within 3 hours of discovery.⁶ It is understood that there will be a single project point of contact to coordinate with the project archaeologist, SHPO, LCIS, OSP and appropriate Native American Tribes.

Step 1: Stop work (immediately after discovery)

If any person believes that they have located human remains⁷, ALL work will stop immediately. Any human remains, regardless of antiquity or ethnic origin, will always be treated with dignity and respect.

Step 2. Secure and protect the area (as soon as possible, within c. 10 min)

Secure and protect the area of inadvertent discovery with a **minimum** of 100 meter/300 foot buffer, or more as necessary. The location and other information about the find should be treated as confidential and shared on a **need to know basis only**. Prevent all vehicle traffic and unauthorized foot traffic from entry. Block remains from view and protect them from damage or exposure without touching or disturbing the remains, and leave them in place.

Do not take photographs unless approved by the appropriate Native American Tribes and Oregon Legislative Commission on Indian Services (LCIS), and only for the purpose of identification.

Do not speak to the media or public or post any information about the find on social media. Non-ground-disturbing work may continue outside of the buffer with caution.⁸

Buffer established _____ (time) _____ (initials of person responsible)

⁵ ALL Tribes designated by LCIS must be notified. Contacting one or some of the Tribes does not fulfill the obligation to notify.

⁶ Modifications to reporting timelines can be made in consultation with SHPO and Tribes.

⁷ Bone may be fragmented, weathered, or otherwise modified to make it difficult to identify, so when in doubt, stop work and call it in.

⁸ Ground-disturbing work on different landforms distant from the find and outside of the buffer may continue.

Step 3. Notify (within first hour after discovery) – see contact list below (section D)

1. Project Manager _____ (time) _____
(initials)
2. Agency Official _____ (time)
_____ (initials)
3. Oregon State Police⁹ **DO NOT CALL 911** _____ (time) _____
(initials)
4. State Historic Preservation Office (SHPO) _____ (time) _____
(initials)
5. Commission on Indian Services (LCIS) _____ (time)
_____ (initials)
6. Appropriate Native American Tribes¹⁰ _____ (time) _____
(initials)

Name of Tribe(s) Contacted and Individual(s):

Step 4. Follow guidance (timeline variable, may be up to several days)

If the site is determined not to be a crime scene by the Oregon State Police, **do not move anything!** The remains will continue to be *secured in place* along with any associated funerary objects, and protected from weather, water runoff, and shielded from view. Follow all guidance provided by OSP, LCIS, SHPO, and appropriate Native American Tribes. Continue to maintain the work stoppage within the buffer until a plan is developed and carried out between the Oregon State Police, SHPO, LCIS, and appropriate Native American Tribes and you are directed in writing by the project manager that work may proceed.

Roles and Responsibilities

It is understood that there will be a single project point of contact to coordinate with the project archaeologist, SHPO, LCIS, and appropriate Native American Tribes. This point of contact will be the Agency Archaeologist (Wildlife Division) or ODFW Project Manager (Other Divisions).

⁹ OSP will be responsible for contacting the county or state medical examiner's office as appropriate.

¹⁰ ALL Tribes designated by LCIS must be notified. Contacting one or some of the Tribes does not fulfill the obligation to notify.

Person Responsible	Responsibility
Work Crews will...	Notify the ODFW Project Manager
Work Crews will...	Notify the Agency Archaeologist
Work Crews will...	Notify the Contracted Archaeologist
PM or Archaeologist will...	Notify the State Agencies (OSP, LCIS, SHPO)
PM or Archaeologist will...	Notify the Native American Tribes identified by LCIS
PM or Archaeologist will...	Enforce the work stoppage and buffer

Contact Information^{10F11}

Agency	Position/Contact	Contact Information
Project Manager	Julie Cymore	541-200-4469
ODFW Archaeologist	Justin Hopt (Wildlife Division, West Region) Daniel Pettit (Wildlife Division, East Region)	503-509-0462 971-600-5857
Legislative Commission on Indian Services (LCIS)	Primary Contact: Dr. Elissa Bullion, State Physical Anthropologist	971-707-1372
	Secondary Contact: LCIS Office	503-986-1067
Oregon State Police (OSP)	Primary Contact: Sgt. Ryan Tague	541-576-4393
	Secondary Contact: Dispatch	503-731-3030
State Historic Preservation Office (SHPO)	The assigned SHPO Case Number is 25-2004	(503) 986-0690
	John Pouley, State Archaeologist (Main Contact)	503-480-9164
	Jamie French, Asst. State Archaeologist	503-979-7580
Native American Tribes	Ben Steward, Tribal Heritage Manager, Cow Creek Band of Umpqua Tribe of Indians <i>Counties: Douglas, Jackson, Josephine, Lane</i>	541-672-9405
	David Harrelson, Tribal Historic Preservation Officer, Confederated Tribes of the Grand Ronde <i>Counties: Benton, Clackamas, Clatsop, Columbia, Deschutes, Douglas, Hood River, Jackson, Jefferson, Josephine, Lane, Linn, Marion, Multnomah, Polk, Tillamook, Wasco</i>	503-879-1630
	Peter Hatch, History & Archaeology Specialist, Confederated Tribes of Siletz	541-444-8319

¹¹ ***Contact information should be regularly updated for all individuals. Up to date contacts for LCIS, OSP, SHPO, and Native American Tribes can be found on the LCIS cultural resources page: [Commission on Indian Services archaeology \(oregonlegislature.gov\)](http://commissiononindianservicesarchaeology.oregonlegislature.gov)

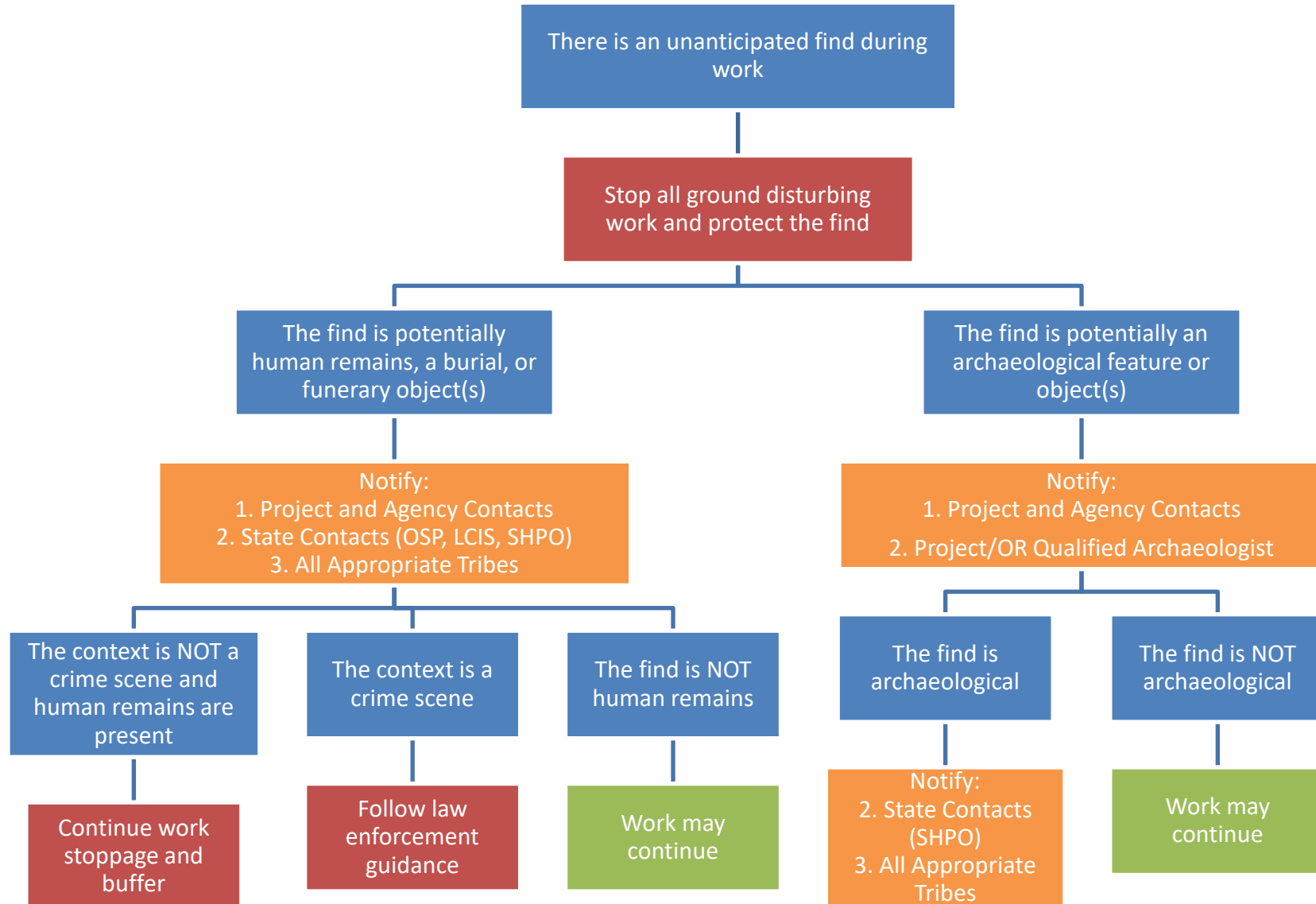
	Counties: Benton, Clackamas, Clatsop, Columbia, Coos, Curry, Deschutes, Douglas, Jackson, Jefferson, Josephine, Lane, Lincoln, Linn, Marion, Multnomah, Polk, Tillamook, Wasco	
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Confidentiality

ODFW staff as well as Contractors and employees shall make their best efforts, in accordance with federal and state law, to ensure that its personnel and contractors keep the discovery confidential. The media, or any third-party member or members of the public are not to be contacted or have information regarding the discovery, and any public or media inquiry is to be reported to ODFW. Photos shall not be taken except for when authorized by LCIS, SHPO, and Native American Tribes for identification purposes, and no photos will be circulated publicly or on social media. Prior to any release, the responsible agencies and Tribes shall concur on the amount of information, if any, to be released to the public.

To protect fragile, vulnerable, or threatened sites, the National Historic Preservation Act, as amended (Section 304 [16 U.S.C. 470s-3]), and Oregon State law (ORS 192.345(11)) establishes that the location of archaeological sites, both on land and underwater, shall be confidential.

Procedure Flow Chart



Visual Reference Guide for Archaeology in Oregon

Lithics and stone tools



Figure 1. Stone flakes



Figure 2. Stone projectile points



Figure 3. Ground stone tools: (left) pestle, (right) net weights,



Figure 4. Open diagonal twine basket fragments from Fort Rock Cave (UOMNCH).



Figure 5. Three-strand braid, sagebrush bark from Paisley Caves (UOMNCH).



Figure 6.



Figure 7. Dentalium shell beads (UOMNCH).

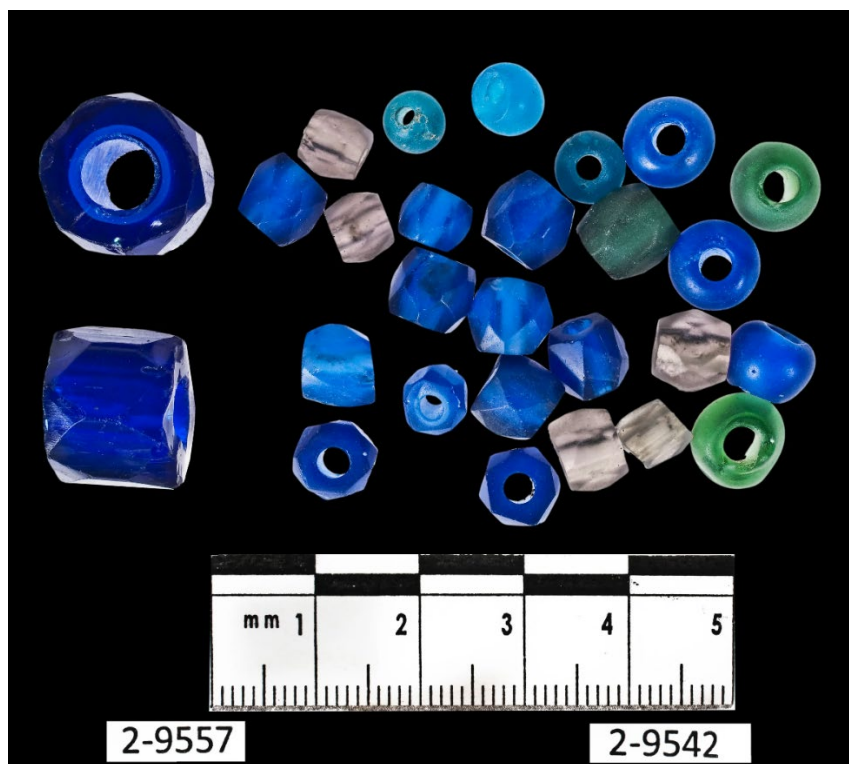


Figure 8. Glass trade beads, Upper Columbia River (UOMNCH).

Fish Weirs



Figure 9. Wooden fish weir (Scott Byram, 2010)

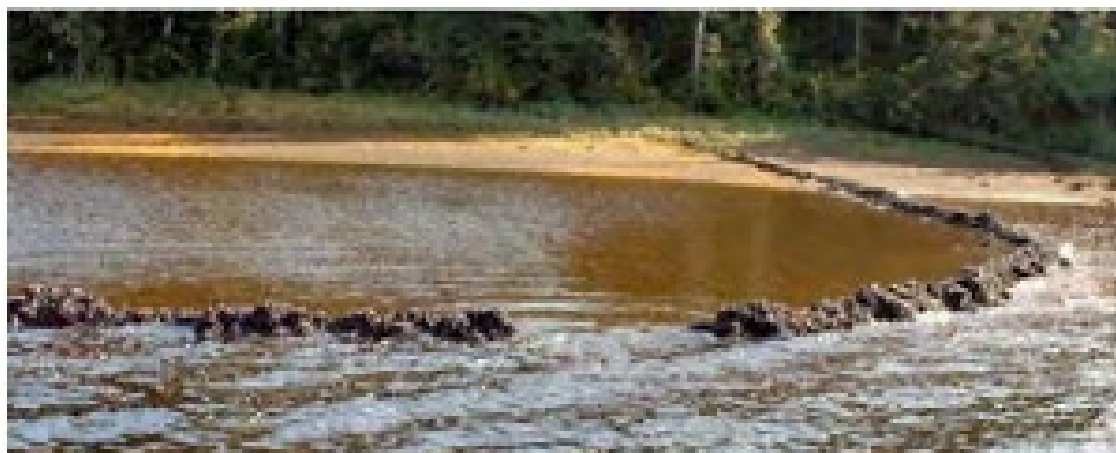


Figure 10. Stone fish weir (Brown and Brown, 2009)



Figure 11. Example of peeled pine.



Figure 12. Arborglyph on aspen tree



Figure 13. Historical glass



Figure 14. Historical metal artifacts

SECTION 7: GENERAL PROVISIONS

7.1 Submittals

Contractor shall submit required submittals to 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, 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. The Contractor staging area is noted on the drawings. Additional staging areas may be identified by the Contracting Representative 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.
2. 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. In the event that 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, 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). 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 the 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 contractor is responsible for complying with all permits and their conditions.

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

The Contractor shall be held responsible for all damages to persons or property that occur as a result of the contractors' fault of 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 Oregon (CCB #), and shall maintain in full force and effect, provide TU with certificates of insurance for, and have Trout Unlimited, Inc, State of Oregon, and Rhett Nelsen 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 Oregon.

Contractor shall post Performance and Payment Bonds equal to 100 percent of the contract price before Work commences.

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 Bid Documents are complementary; what is called for by one is as binding as if called for by all. The Bid 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 Bid 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 Bid 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 Trout Unlimited

Trout Unlimited has full authority over the Work. The Contractor shall perform all Work to the complete satisfaction of Trout Unlimited. 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 Trout Unlimited in writing. Upon written request from the Contractor, Trout Unlimited 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 is anticipated to begin by **May 15, 2026** pending completion of permits, land manager clearances, and as ground conditions permit. The scheduled date for completion of the Project is **December 30, 2026**.
2. Once Work is commenced, the project work shall be ongoing. Work shall be conducted on a **Monday-Friday schedule, between the hours of 8am and 6pm**, unless prior arrangements are made with TU.
3. Work shall not commence until the work schedule is approved, 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.

7.10 Payment

Request for payment may be made based on percent of completion per line item in the bid schedule. 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 60 days of receipt of an invoice following a final inspection that approves all Work. **TU requires an invoice submittal for final payment by January 30, 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.

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.