#### TROUT UNLIMITED and COPPER RIVER WATERSHEDPROJECT Request for Proposal for:

# Construction Inspection Services for Cordova EVOS sites Cop 1 and Cop 33 (Fish Passage Improvements at Sheridan River Tributary and Black Hole Creek)

## I. Introduction and Background

Trout Unlimited (TU) and the Copper River Watershed Project (CRWP) invite bids from qualified construction inspection service firms and individuals to submit proposals for inspection services related to the construction and installation of two (2) fish passage culverts in Cordova, Alaska. Contract specifications and 100% design documents can be downloaded <u>here</u>, and can be provided in hardcopy as requested. Culvert installation is contracted to Wilson Construction through a separate contract by the CRWP. CRWP also holds a separate contract with an engineering firm to provide compaction testing services as required by ADOT&PF. Designs were developed by DOWL Engineering, and they will provide a the Design Engineer to be onsite to during major project milestones including stream diversion construction, culvert placement and backfill, and channel excavation.

The project is located between mileposts 12.7 and 20.6, within the ADOT&PF Right of Way on the Copper River Highway crossing The Eyak Corporation lands. Culverts being replaced are owned by and subject to Alaska Department of Transportation and Public Facilities (ADOT&PF) Standard Specifications for Highway Construction (SSHC, 2020 edition).

CRWP will serve as the project owner and manager. The inspector shall report directly to CRWP. TU will provide administrative support, timely payment rendered by the selected Contractor, and media and other outreach assistance as needed.

The CRWP is a 501(c)(3) non-profit organization working to ensure the long-term sustainability of the Copper River watershed's salmon-based economy and culture and is working with the Alaska Department of Fish & Game, Chugach National Forest, U.S. Fish & Wildlife Service, National Oceanic and Atmospheric Administration (NOAA), and Alaska Department of Transportation & Public Facilities (ADOT&PF) to replace culverts that will ensure fish passage by coho salmon at all life stages throughout the Copper River drainage. TU is a 501(c)(3) charitable organization with a mission to bring together diverse interests to care for and recover rivers and streams so our children can experience the joy of wild and native trout and salmon. TU will serve as the fiduciary agent to CRWP.

# II. Scope of Work – Project requirements and objectives

The Contract Inspector will serve as the owner representative to the CRWP on the project work site. The project is expected to occur continuously on site for a minimum of 9 weeks and up to 12 weeks. After the construction is completed, the Contract Inspector will be required to assist with review and acceptance of as-built surveys, as well as participate in evaluation of the contracting and design processes to assist in future work, however these tasks can be completed remotely. All in-stream construction activities below ordinary high water (OHW) must be started on or after June 1 and completed by July 31, 2023, or as

stipulated in the Alaska Department of Fish and Game Habitat Permit. Work may be subject to stop work orders due to weather or unsafe conditions. Preparation and clean-up work may occur outside these dates but must be completed by August 15, 2023.

The Contract Inspector shall provide quality assurance services to ensure the work completed by the Construction Contractor meets the contract requirements in the attached plans and specifications. All work under this contract shall comply with the latest edition of all applicable codes, ordinances, standards, and all associated addenda.

The Contract Inspector shall provide the following services:

- Ensure all aspects of construction and installation are in accordance with the contract designs and other documents, which include the current ADOT&PF Standard Specifications for Highway Construction (SSHC) 2020 edition, as herein revised and supplemented in BID #KWF-04115-01.
- Facilitate scheduling with the Consulting Engineer who will be implementing compaction testing services as required.
- Be present on site each day for a sufficient length of time to witness substantial construction operations and contractor quality control activities.
- Coordinate with CRWP staff as necessary to ensure compliance with designs and other requirements.
- Prepare daily inspection reports, including highlight photos of the project, using a template provided by CRWP. Upload inspection reports of construction activities to an online file sharing service daily provided by CRWP. The inspector will check in daily with the contractor's quality control manager to compare daily reports as referenced in section 104, special provisions, of Addendum #2. Contact CRWP for any discrepancies in report that can't be resolved between contractor's quality control manager and the inspector.
- Take photos to document implementation of the project, including during culvert removal, installation, stream construction, and surfacing, or others as needed. Upload photos of construction activities daily to an online file sharing service provided by CRWP within 24 hours preferably, but no later than 48 hours.
- Notifies CRWP within 1 hour or as soon as can be done safely, if conditions are unsafe for any party or the public, or otherwise harmful to water quality or fisheries.
- Participate in weekly inspection meetings by teleconference or web meeting format with the construction contractor, CRWP, and other interested stakeholders.
- Review invoices submitted by the construction contractor within 24 hours of receipt to ensure consistency with daily inspection reports and report inconsistencies to CRWP.
- Adheres to all relevant items in the attached Inspection Checklist and addresses inspection items in the daily inspection reports.
- Maintain timelapse cameras on-site, downloading media and changing out batteries as needed. Intent of these cameras are to generate media for education and outreach efforts.

CRWP will provide:

- Project design Drawings and Final Specifications as found in Addendum #2.
- Cameras, cards, batteries, and any additional equipment for timelapse cameras.

- Compaction testing by a Consulting Engineer.
- Project milestone oversight by Design engineer.

TU will provide:

- Payment to the selected Construction Inspector for services provided and approved by the Project Manager (CRWP).
- Staff on at least one field trip to the project site during construction, or more if necessary.
- Media and other outreach assistance.

#### III. Essential Requirements

Construction inspector shall have a minimum of 2 years of construction inspection experience of civil construction, road construction or water resources projects. Previous experience with fish passage projects is preferred.

Narrative proposals along with budgets, fees and personnel should be submitted to CRWP. Supporting materials or documentation will be accepted as attachments to your proposal. Proposals should include the following elements:

- 1. Description of proposer's construction inspection experience, a list of relevant project experience and owner contact information.
- 2. Statement of availability for construction period.
- 3. Narrative describing project approach.
- 4. Budget
  - a. Lump sum budget for Cordova-based on-site inspection for 9 weeks (June 1-Aug 3),
  - b. Lump sum weekly budgets for 3 additional 1 week periods should the on site project last up to 12 weeks. These would be considered "optional" additions to the project depending on additional time needed to complete the project.
  - c. Hourly rate for an additional up-to 40 hours between the end of the on-site work and before December 30, 2023. This time would be virtual and not spent on site, and would include approval of as-builts from contractor and project evaluation to improve future projects.
- 5. References. Please provide client names and contact information for three clients within the past 24 months whom we can call on as references. In submitting your proposal, you give permission for your references to release information about you to CRWP and TU.

#### IV. Evaluation and Reward Process

Complete responses are due electronically or in writing to CRWP by 2:00 pm Alaska Standard Time, Wednesday, April 19. Successful bidders will be notified in writing by 5 pm AKST, Wednesday April 26. A response will be sent immediately when proposals are received.

CRWP and TU will form a committee to compare responses to minimal business requirements, price, qualifications, experience, availability, and project approach. All Offerors will be advised of the Offeror selected for negotiation and, after completion of negotiations, a Notice of Intent to Award will be provided to all Offerors. If contract negotiations are unsuccessful with Offerors selected for negotiation, TU may either cancel the solicitation or negotiate with other Offerors in the order of ranking.

# V. Timeline

In stream construction may begin on or after June 1, though mobilization and contract preparation may begin earlier. In stream work must be complete by August 15, 2023. A pre-construction meeting will be scheduled for the week of May 15-29 via teleconference or web meeting format. The construction inspector must be on site when construction begins on or after June 1.

# VI. Term of Contract

This contract will be in effect from June 1, 2023, to June 1, 2024.

# VII. Contract Negotiation

Vendor must be willing to negotiate a contract with TU, on behalf of CRWP, in good faith and in a prompt, efficient, and cooperative manner. The successful Vendor will be required to agree to TU's standard vendor contract, including all of the terms and conditions set forth on Exhibit A, attached hereto and incorporated herein by reference. Please note that the terms set forth in Exhibit A are minimum required terms and that TU reserves the right to modify such terms, in whole or in part, at any time prior to any final contract execution. Vendor's response to this RFP will be considered Vendor's acceptance of TU's standard terms.

# VIII. Contractor Disbarment and Suspensions

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

# IX. Contractual Terms and Conditions

Please refer to "Exhibit A", TU's Standard Contract Terms.

# X. Contact information

Proposals for construction inspection of the Copper River Watershed Habitat Enhancement Project, Cordova EVOS Sites Cop 1 and Cop 33 (Fish Passage Improvements at Sheridan River

Tributary and Black Hole Creek) must be received electronically by <u>Lisa Docken, Executive</u> Director, CRWP (lisa@copperriver.org) prior to 5:00 p.m. AKST on Wednesday, April 19, 2023.

Questions can be directed to either contact below:

# Lisa Docken, Executive Director <u>lisa@copperriver.org</u>, (907) 424-3334 or Aaron Prussian, Trout Unlimited Alaska Director of Habitat Restoration <u>aaron.prussian@tu.org</u>, (907) 623-7182

The Owner's mailing address is:

# Copper River Watershed Project P.O. Box 1560 511 First Street Cordova, AK 99574

## XI. Additional Notes

The successful vendor should not make any reference to TU in any literature, promotional material or sales presentation without prior written consent from TU.

TU may make any and all inquiries as to the abilities of the individuals or organization to satisfy requirements of the RFP and to perform the work. This RFP is not an offer to enter into an agreement with any party but rather, it is a request to receive proposals from respondents interested in providing the services specified herein. TU reserves the right to reject any or all proposals submitted and to contract in the best interests of TU. TU is not responsible for any costs or damages associated with Vendor's response, including copyright or other rights, regardless of the award or rejection of a proposal.

The Vendor and all relevant staff will be required to sign nondisclosure, conflict of interest and other TU policy-related agreements as part of its response to this RFP.

#### Exhibit A <u>Trout Unlimited (TU) Standard Contract Terms</u>

1. <u>Services</u>. Vendor shall perform services for TU as described in one or more scopes of work (each a "**SOW**"), the first of which, SOW #1, is attached hereto as Exhibit A and incorporated herein by reference ("**Services**"). Additional SOWs may be entered into by written agreement of the Parties. Each SOW executed by the parties shall be deemed an amendment to this Agreement. This Agreement and each SOW will be construed as consistent with each other to the extent reasonably practicable, but in the event of a conflict, each SOW will prevail. If there are inconsistencies among multiple SOWs, the most recently executed SOW will prevail. All Services shall be provided to TU's reasonable satisfaction.

2. <u>Term and Expiration</u>. The term of this Agreement will commence on June 1, 2023 and expire on June 1, 2024 (the "**Term**"), unless terminated earlier as provided below. The Term may be extended by written mutual agreement of the Parties.

3. <u>Termination</u>. TU may terminate this Agreement for any reason upon thirty (30) days prior written notice to Vendor. Should this occur, TU shall have no further obligation to Vendor other than to compensate Vendor for services delivered and performed by Vendor, and accepted by TU, up and through the date of termination (including any approved expense reimbursements). If either party fails to perform its obligations here under or breaches warranties made herein, the aggrieved party may, after giving the other party seven (7) days written notice, terminate this Agreement; <u>provided</u>, <u>however</u>, that, if within the seven-day period set forth in said notice, the other party shall cure such default to the reasonable satisfaction of the aggrieved party, such notice shall be null and void and this Agreement shall continue in full force and effect.

Upon termination, Vendor will provide to TU all incomplete work in progress that was intended to be delivered as part of the Services, and all rights to any materials developed or provided here under shall belong to TU in accordance with this Agreement.

After termination or expiration of this Agreement, at no cost to TU, Vendor will ensure that all confidential information is collected and returned to TU or destroyed within 48 hours. Vendor shall also provide written certification of that destruction within 48 hours. All equipment and supplies must also be returned, as well as any access cards and identification badges.

4. <u>Payment Terms.</u> Vendor will issue invoices to TU when each payment is due and all undisputed amounts will be due by TU within thirty (30) days of receipt of invoice. TU may withhold payment until the Services provided by Vendor are accepted by TU.

The payments set forth in <u>Exhibit A</u> shall constitute full consideration for all Services including fees, costs and expenses of any nature whatsoever and no other payments by TU will be due Vendor for any reason except as agreed to in a written agreement signed by an authorized employee of TU.

5. <u>Timetable and Deadlines</u>. Vendor shall develop and deliver the materials in accordance with TU's timetable as described in <u>Exhibit A</u>. Missed deadlines, except when such missed deadlines are a result of delays or requests by TU, shall constitute a material breach of this Agreement and TU shall have the right to terminate this Agreement immediately.

6. <u>Insurance</u>. The work to be performed under this Agreement shall be performed entirely at the Vendor's risk. The Vendor must carry appropriate workers' compensation, hazard and liability insurance coverage written on an occurrence basis during the term of this Agreement. Upon request from TU, the Vendor must have TU named as an additional insured on the Vendor's policy and provide TU with evidence that the appropriate insurance coverage is in effect.

7. <u>Confidentiality</u>. Vendor shall treat all material developed or provided by either party in connection with the Services as strictly confidential, and shall not use, disclose or permit to be used or disclosed such materials at any time prior to or after the termination of this Agreement, except in the performance of the Services or as specifically permitted in writing by TU, whether Vendor has such information in its memory or it is embodied in writing or other form. Without limiting the foregoing, Vendor shall keep strictly confidential any information relating to the business or mission of TU, its officers, directors, members, affiliates or employees if such information could reasonably be construed as confidential and was obtained in the course of Vendor's providing services to TU. Upon request, Vendor shall require its personnel and representatives to sign confidentiality agreements provided by TU. Upon expiration or termination of this Agreement, Vendor will promptly return to TU all confidential information regardless of format or medium or destroy such material, as TU directs.

8. <u>Use of TU Intellectual Property</u>. Vendor will not use TU's name, logo or other intellectual property in any way without prior written consent from TU, except to the extent the work performed contemplates their inclusion in the final work product. Any use of TU's intellectual property is subject to TU's prior written approval.

9. <u>Ownership</u>. All right, title and interest, including without limitation copyright, in any writings, notes, reports, results, materials, studies, photographs, software, application, website, drawings, designs, or other works or documents produced or developed under this Agreement, along with all related drafts, versions and other material (collectively the "**Works**") are "works made for hire" as defined under the copyright laws of the United States and shall be owned exclusively by TU. Notwithstanding the above, nothing in this paragraph shall apply if the Vendor is located in California.

To the extent any such works do not qualify as works made for hire, or if the Vendor is located in California, Vendor hereby unconditionally exclusively to TU and its successors and assigns all right, title and interest, including but not limited to copyrights and other intellectual property rights, in and to all Works. Vendor further assigns to TU all rights in any supporting data and material to the extent not protected by copyright and to the extent assignable. Vendor hereby agrees to execute any documents necessary to perfect such assignment and/or register said copyrights. Upon request from TU, Vendor shall deliver to TU (a) all tangible copies (including digital copies) of any Works, supporting data or material not delivered to TU pursuant to this Agreement, and (b) any further documentation of TU's ownership as provided herein. Vendor may use the Works, supporting data and material only with the prior written approval of TU, and any use shall include an acknowledgment that the material used is the property of TU.

Any innovations, documents, materials, or information related to methods, tools, designs, techniques, know-how or analysis used in Vendor's business, as well as the concepts, inventions, suggestions, creative ideas, plans, methods, research designs, questionnaire forms (unless provided by TU), methods of process or questioning, systems of analysis, information and materials, whether or not patentable or copyrightable, developed by Vendor prior to the date of this Agreement and used by Vendor in connection with this Agreement (collectively, "**Techniques**"), shall not be considered work made for hire under state or federal law and shall at all times remain the exclusive property of Vendor. To the extent the Techniques are included in the Services performed herein, Vendor hereby grants to TU a non-exclusive right and license to use, execute, reproduce, display, perform, and distribute copies of any Techniques as included in any project deliverable produced for TU by Vendor as described in the applicable Statement of Work. Vendor shall be solely responsible for notifying TU of any requirement to comply with the terms of, any third-party license required for TU's use of the Techniques.

#### 10. <u>System Security</u>.

(a) Vendor warrants that it will implement all reasonable industry standard best practices and products to prevent intrusion, attack, data leak, and computer virus infection and preserve the integrity of TU's confidential information including all sensitive, personal and system information on systems and in databases maintained by Vendor and in transfer

to or from Vendor (including but not limited to using industry standard encryption technology). Vendor will ensure that the confidential information it stores is not susceptible to intrusion, attack, data leak, or computer virus infection.

(b) Vendor shall notify TU in writing within five (5) hours after Vendor knows there has been an intrusion, attack, computer virus infection or loss of system or database integrity. If the breach of security occurs on a weekend or holiday, Vendor shall provide such notice within the first five (5) hours of the next day.

(c) Upon TU receiving notice of either of the following events, TU may terminate this Agreement immediately without penalties and recover all of its confidential information: 1) repeated (more than 3 per quarter) intrusions, attacks or computer virus infections of Vendor's systems or databases; or 2) one instance in which there is a breach of security that results in the release or unauthorized disclosure of confidential data or information.

(d) <u>Disaster Recovery</u>. Vendor represents and warrants (i) that it has in place on the Effective Date of this Agreement, and will maintain throughout the Term of this Contract, a Disaster Recovery Plan that meets commercially reasonable best-practices and (ii) that Vendor will use commercially reasonable efforts to restore primary services within the Agreement or within twenty-four (24) hours in the event of any disaster that causes a system outage.

(e) <u>Data Back Up.</u> Vendor shall provide regular backups, at mutually agreed upon intervals and format, of all of TU's data. All backups must be stored at locations other than the primary location for data storage.

(f) <u>Back Up Copies.</u> Upon TU's request, Vendor will provide TU with back up copies of TU's data at intervals specified by TU in a format that will permit TU to reimport the data.

#### 11. Software/Systems Development

(a) Vendor warrants that any software or system built or developed under this Contract will be designed, developed, configured and implemented in accordance with applicable security standards and best practices and, during the Term of this Agreement, or for two years from the Effective Date, whichever is earlier, Vendor will monitor the industry for discovered vulnerabilities in the technology used to create the WebSite. For any critical vulnerabilities that are discovered in the next two years, Vendor will notify Client of such and remediate the software or service within 48 hours to provide protections from these discovered vulnerabilities.

(b) Vendor warrants that any software or system built or developed under this Agreement will be designed, developed, configured and implemented in accordance with applicable security standards and best practices.

#### 12. Data Transfer

TU requests real time End User information to be sent directly to TU through a remote server using an open API. The application will include a link to Customer's privacy policy.

#### 13. PCI Compliance

(a) Vendor acknowledges that it is responsible for securing credit card data that it possesses, stores or processes in the performance of the Agreement. Vendor represents and warrants that it shall implement and maintain certification of Payment Card Industry ("PCI") compliance standards regarding data security and that it shall undergo independent third party quarterly system vulnerability scans.

(b) Vendor shall promptly provide, at the request of TU, current certification of compliance with these data security standards, by an authority recognized by the payment card industry for that purpose. If during the term of the Agreement, Vendor undergoes, or has reason to believe that it will undergo, an adverse change in its certification or compliance status

with the PCI standards and/or other material payment card industry standards, it will promptly notify TU of such circumstances.

(c) Vendor represents and warrants that it shall not take any actions that will compromise TU's ability to comply with PCI standards.

14. <u>Independent Parties</u>. The Parties do not intend that anything in this Agreement or in its performance be construed to create an employer-employee relationship, partnership, agency, joint venture, joint employer or franchise relationship between the Parties. All activities set forth in this Agreement will be performed by Vendor and TU as independent parties. Vendor will perform the Services with Vendor's own equipment and supplies. Neither Party shall have authority to contract for or bind the other party and shall not incur obligations or liability for the other Party. Under no circumstances will any employee of either Party be deemed or construed to be an employee or agent of the other Party. Each Party will ensure that its agents comply with the terms of this Agreement. Each Party will be responsible for all of its own costs and expenses associated with its performance under this Agreement. TU is not responsible for payment of any taxes, insurance or benefits for Vendor or its subcontractors, personnel or agents.

15. <u>Notice</u>. Any notice given under this Agreement shall be in writing and shall be made by personal delivery, U.S. mail, or reputable commercial overnight courier at the address contained in this Agreement or to such other address notified in lieu thereof. Notices will be sent by receipted means with all charges prepaid. Notice shall be deemed given the date of receipt if delivered personally, five (5) business days after its postmark if sent U.S. Mail and one (1) business day after written verification of receipt if sent by commercial overnight courier.

16. <u>Representations and Warranties</u>. Vendor represents and warrants that (i) it has the training, experience and skills necessary to perform its obligations under this Agreement in a professional, competent, high quality and timely manner in accordance with all applicable laws and regulations and (ii) it shall not infringe the intellectual property rights of others in the performance of this Agreement, and that the Works are original to Vendor and do not infringe the intellectual property or other rights of others.

17. Indemnification. Each Party shall indemnify, defend and hold harmless the other Party, its officers, directors, members, employees and agents from and against any and all claims, demands, suits, costs, liabilities, losses and expenses (including reasonable attorneys' fees) arising out of or in connection with (i) the services or Works provided hereunder, (ii) any negligent or intentional acts or omissions of such Party or any of its officers, directors, employees, or agents; (iii) the inaccuracy or breach of any of the covenants, representations, obligations and warranties made in this Agreement; and (iv) any action by a third party against TU or its affiliates or representatives relating to the Works, supporting data or materials. The indemnified party shall provide prompt written notice to the indemnifying party of any actual or threatened claims arising pursuant to this Section.

18. <u>Force Majeure</u>. Neither TU nor Vendor shall be liable for failure to perform under this Agreement if such failure is caused by act of God, fire, flood, strike, labor dispute, riot, natural disaster, insurrection, war, threat or terrorist activities, epidemic, pandemic, or similar outbreak of communicable disease, curtailment of transportation, destruction or damage to an event facility sufficient to impair TU's use of an event facility, or any cause beyond the control of TU and Vendor, 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.

19. <u>No Assignment</u>. Neither Party shall assign any rights or obligations under this Agreement.

20. <u>Compliance with Laws</u>. Each Party must comply with all applicable statutes, laws, ordinances, rules, regulations, court orders, and other governmental requirements of the United States, the Commonwealth of Virginia, and any other jurisdiction(s) in which each is organized or authorized to do business, including any applicable anti-bribery laws which are

applicable to the work to be done by Vendor under this Agreement (in each case, an "Applicable Law"). Vendor must not take any actions that might cause TU to be in violation of any of such Applicable Laws.

21. <u>Governing Law</u>. This Agreement will be interpreted, governed by and construed in accordance with the laws of the Commonwealth of Virginia without giving effect to any conflict of law rules that would make the law of another jurisdiction applicable. Any claim or cause of action arising out of this Agreement shall be adjudicated exclusively in the courts of Arlington County, Virginia, and the Parties hereby submit to personal jurisdiction in such courts.

22. <u>General Terms</u>. This Agreement shall become binding when signed by the Parties and constitutes the entire agreement between the Parties on the subject matter hereof and supersedes all prior and contemporaneous agreements and statements, of the Parties, whether written or oral. This Agreement may be amended only by a written agreement signed by both Parties. The provisions in this Agreement that by their nature are intended to survive expiration or termination of this Agreement shall survive including but not limited to the ownership, indemnification and confidentiality provisions. Either party's waiver of, or failure to exercise, any right provided for herein shall not be deemed a waiver of any further or future right under this Agreement. If any provision of this Agreement is deemed invalid or unenforceable, the other provisions herein shall remain in full force and effect. This Agreement may be executed in counter parts, each of which shall be an original, but all of which together shall constitute one and the same Agreement. Facsimile and electronically scanned signatures on this Agreement shall have the same force and effect as an original signature. Any Exhibits or Schedules referenced or attached to this Agreement are integral parts of this Agreement and are incorporated herein by reference. The captions contained in this Agreement are for reference and convenience only and may not be used to interpret the provisions or intent of this Agreement.

# U.S. FISH AND WILDLIFE SERVICE ALASKA FISH PASSAGE PROGRAM FISH PASSAGE PROJECT INSPECTION CHECKLIST

# **PRE-CONSTRUCTION:**

- □ Verify environmental permitting is current (e.g. USACE Section 404, DNR water use, ADF&G habitat).
- □ Verify all necessary ROW and easements have been obtained
- □ Notify local residents and businesses of construction activity and closures
- □ Check that utility locates have been done
- □ Check that utilities have been relocated by 3<sup>rd</sup> parties as necessary
- □ Verify the stream profile has not experienced significant grade changes compared to the design profile.
- □ Inventory owner supplied materials and sign over to contractor
- □ Check that survey monuments are located and a plan to relocate disturbed monuments is made
- □ Review diversion and dewatering plan with contractor and ADF&G.
- □ Ensure contractor has adequate pump capacity, discharge hose, correct fuel types for pumps, extra suction hose gaskets, and backup stream diversion materials. If pumping stream flows around the construction site, use screened intake for water withdrawals to avoid suction entrapment and entrainment injury to small and juvenile fish present in the area of the withdrawal.
- □ Confirm that the fish resource permit has been obtained and review plan for relocating fish with CRWP, ADF&G, and other partners.
- □ Confirm that contractor has obtained traffic control permit if required.
- □ Review erosion and pollution control plan; ensure SWPPP permit obtained from ADEC if > 1 acre.
- Plastic degradable netting is not allowed for use in erosion control for any aspect of the project. Prior to degradation, the netting can entangle wildlife, including amphibians, birds, and small mammals.
- □ Isolate wetlands from construction-generated sediment and pollutants by maintaining a minimum 200-foot setback from waterways when storing hazardous or toxic material or refueling. Confirm that containment and cleanup materials are on site prior to starting work.

- □ Review the revegetation plan. Confirm source of vegetative mat. Vegetative cover should be capable of stabilizing the soil against erosion. In addition to topsoil and seed, consider transplanting willows, alder and/or spruce in the riparian area behind the vegetative mat. If rip-rap was used, backfill with finer sediments, cover with topsoil, and seed with native seed.
- □ Confirm and review aggregate material sources and gradations
- □ Use weed free gravel, weed free topsoil, and weed free erosion control materials (compost wattles or coconut fiber roll instead of straw wattles). Wash all equipment prior to mobilization to the site. Use native weed-free seed (preferably locally collected), specific to the habitat type, applied at specified rates, and cover the seed to specified depth. Use a tackifier, mulch, or other bonding agents to keep seed in place. Straw wattles cannot be used as mulch.
- □ Count number of trees to be removed or already removed if a replacement ratio is specified
- □ Review area of disturbance required for construction. Reduce the project footprint to the maximum extent and locate associated activities in already disturbed areas or lower functioning/quality habitat, where possible.

# DURING CONSTRUCTION AND PRIOR TO RE-WATERING CULVERT:

- □ Confirm culvert alignment has been staked out according to drawings and meets project objectives; notify engineer if adjustment are needed
- □ Check grade elevation and slope of excavation prior to setting the culvert
- □ Check top (or invert) of culvert placed at correct elevation and correct slope per drawings prior to filling with substrate
- Prior to placement in culvert, inspect streambed infill materials at quarry or stockpile; check against design gradation, ensure enough fines are present to seal streambed during wash-in procedure
- □ Check stream material is sufficiently sealed and water pools on surface prior to rediverting the creek back into the culvert
- □ Check that substrate has been sprayed down and discharge is clean and clear
- □ Walk thru culvert and check substrate is firm (similar to the natural streambed)
- □ Discuss plan to remove diversion
- Discuss revegetation plan and revise where necessary; save undisturbed banks if possible
- □ Check channel thalweg and bank elevations at culvert inlet and outlet
- □ Check channel tie in location and elevation upstream and downstream

- $\Box$  For culverts with streambanks constructed inside of the culvert, check that the banks are extended outside of the culvert 2xD100 minimum and tied into natural banks.
- □ Check channel planform matches drawings
- □ Check bankfull channel width and depth matches drawings
- □ Check low flow channel width and depth matches drawings
- □ Check channel dimensions upstream and downstream from culvert
- □ Check rootwads or toewood constructed per plans or revise as necessary to adapt to site conditions. Check elevation of rootwads centerline of bole at OHW or top of bole at bankfull

#### DURING CONSTRUCTION AFTER RE-WATERING CULVERT:

- $\Box$  Check embed depth of willow cuttings (min 2/3 in dirt) and trim as needed
- □ Check live vegmat placed as noted on drawings
- □ Check disturbed areas without vegmat have topsoil that has been track walked and seeded
- □ Check revegetation matches plans and discuss required watering going forward
- □ Check volume of flow in culvert matches flow upstream (not losing water in the substrate)
- $\Box$  Check rip rap collar placed as noted on plans.
- $\Box$  Check rip rap in the collar has been filled with fines.
- □ Verify compaction methods are adequate and meet specs during backfill of the road prism.
- □ Check minimum cover provided over culvert
- □ Check roadway width and surface material
- $\Box$  Check roadway grade
- □ Check for correct installation of post-construction erosion and sediment controls.
- Re-contour slopes to blend with surrounding topography and use waterbars or contour furrowing (by track walking or manual raking- see ADOT&PF spec section 618) on steeper slopes.
- □ Strategically place root wads, large logs, or boulders in the riparian area after seeding, to provide topographical relief and micro-climates, and to increase the variety of plant species difficult to establish by seed (e.g., increase habitat complexity).