

Lewis River Aquatic Fund FULL PROPOSAL FORM

Form Intent

To provide a venue for an applicant to clearly indicate the technical basis and support for proposed project. Specifically, the project's consistency with recovery plans, Settlement Agreement Fund objectives and priorities, technical studies and assessments which support the proposed action and approach.

Full Proposal Format

Please complete the following form for your Full Proposal. Maps, design drawings and other supporting materials may be attached.

The deadline for a Draft Full Proposal Form submission is **October 20, 2024**. Please submit materials to:

Erik Lesko
PacifiCorp
825 NE Multnomah Street, Suite 1800
Portland, OR 97232
Erik.lesko@pacificorp.com

1. Project Title
2. Requested Funding Amount \$
3. Project Manager (name, address, telephone, email)
4. Identification of problem or opportunity to be addressed

Summarize information about the problem or opportunity addressed by your Full Proposal.

5. Background

Provide information related to how this project fits into greater watershed objectives and any previously collected information at the project site (e.g. fish surveys, habitat delineation, etc.)

6. Project Objective(s)

State the objectives of your Full Proposal including how the project is consistent with Aquatics Fund objectives and priorities, and recovery plans. Clearly describe the biological benefits and expected outcome of your project. Describe the technical basis for the objectives including the identification of any supporting technical references.

Identify biological metrics to help quantify the benefit of the project. Describe effects to other resource areas such as recreation and wildlife.

The Aquatic Fund Subgroup to the ACC has completed a Lewis River Aquatic Fund Priority Reaches (Priority Reaches) document which provides priority rankings for stream reaches within the Lewis River watershed. The Priority Reaches document is aligned with the LCFRB Interactive map which is found on their website at <https://www.lcfrb.org/salmon-resource-map>. The interactive maps provide a wealth of information that should help project proponents in selecting areas to focus their habitat improvement efforts. For consideration of funding the proponent must demonstrate that they have reviewed both the Priority Reaches and the LCFRB Interactive map and selected appropriate projects/reaches from those two tools. Additionally, proponent must show how proposed project is consistent with fund objectives and priorities. Projects proposed in reaches other than those identified in the Priority Reaches document or high priority reaches in the LCFRB habitat strategy (Tier 1 and Tier 2) need a clear explanation of why they still support Lewis River Aquatic Fund goals.

7. Tasks

State the specific actions which must be taken to achieve the project objectives. [NOTE: If the project will cause any latent, dangerous condition (e.g. submerged wooden structures in a waterway used by boaters and/or tubers) include installation of permanent warning signs in the project tasks.]

8. Methods

Describe methods to be used, by including the following:

- Preliminary Design including existing site plan with bankfull width indicated, plan view drawing overlaid with proposed actions of specific dimensions, and project profile and cross sections at important project locations showing water surface elevations relevant to the design including design flows. Structure design details should also be provided for instream projects involving large wood.
- Identify sources of Best Management Practices (BMPs) and how they will protect resource values.
- Describe how the restoration methods relate to specific fish habitat benefits and seasonal flow conditions, including expected short- and long-term functional habitat responses.

9. Specific Work Products

Identify specific deliverable results of the project. Project managers will be required to provide status updates with submission of project invoices.

10. Project Duration

- a. Identify project duration. Note that duration of a project funded from Fiscal Year 2025 appropriations may extend beyond the end of the fiscal year.
- b. Provide a detailed project schedule to include:
 - Initiation of project
 - Completion date for each milestone or major task
 - Project close-out site visit (with PacifiCorp, Cowlitz PUD, and ACC representatives)
 - Monitoring & reporting on results

11. Permits and Authorizations

Identify any applicable permits and resource surveys required for project. Please include timeline for obtaining and any action taken to-date. Applicant will be responsible for securing all such necessary permits.

Obtain permission of all owners of land used for access to and completion of the project. **Landowner(s) must sign PacifiCorp's Release Agreement prior to finalization of a Funding Agreement with PacifiCorp.**

12. Matching Funds and In-kind Contributions

If applicable, describe any matching funds and/or in-kind contributions that you have secured or have requested through other means. Matching funds are those funds contributed to the project from other funding sources. In-kind contributions may include donated labor, materials, or equipment. Please be specific in your description of contributions and use of volunteers (e.g. ACE construction is donating 8 hours of backhoe operation including operator).

13. Peer Review of Proposed Project

It is encouraged that the Full Proposal be reviewed by an independent resource professional prior to submission for funding. Focus of such review should be on biological value, site selection and proposed methodology. Please note who completed the review and contact information. This does not have to be a third party review and can come from someone associated with the sponsoring organization. For large wood projects in the mainstems of the Lewis or Muddy River, a peer review is required.

14. Budget

Provide a **detailed** budget for the project stages (Final design, Permitting, Construction, Signage, Monitoring/Reporting) by work task. Include:

- Personnel costs;
- Labor and estimated hours for each project employee;
- Operating expenses;

- Supplies and materials;
- Mileage;
- Administrative overhead; and
- Insurance expense, in accordance with Appendix A.

If in-kind contributions have been acquired, please note contributions according to project stage within the budget.

15. Photo Documentation

(Per National Marine Fisheries Service's Biological Opinion for Relicensing of the Lewis River Hydroelectric Projects – August 27, 2007):

Identify process or methodology project will include and provide “*photo documentation of habitat conditions at the project site before, during and after project completion.*”

- a. *“Include general views and close-ups showing details of the project and project area, including pre- and post-construction.”*
- b. *“Label each photo with date, time, project name, photographer's name, and documentation of the subject activity.”*

Please provide a schedule of when photo documentation will be provided to the ACC.

16. Insurance

All qualifying applicants shall comply with PacifiCorp's insurance requirements set forth in Appendix A. The policy limits are deemed sufficient by PacifiCorp for project activities involving significant risk, including placement of large woody debris in navigable waterways, and are presumed to be sufficient for all activities likely to be funded under this Full Proposal Form. Should applicant's insurance program not meet these requirements, bid pricing should include any additional costs applicant would incur to comply with these requirements.

Appendix A Insurance Requirements

1. INSURANCE

Without limiting any liabilities or any other obligations of [CONTRACTOR], [CONTRACTOR] shall, prior to commencing the Project, secure and continuously carry with insurers having an A.M. Best Insurance Reports rating of A-:VII or better the following insurance coverage:

1.1 Workers' Compensation. [CONTRACTOR] shall comply with all applicable Workers' Compensation Laws and shall furnish proof thereof satisfactory to PacifiCorp prior to commencing the Project.

All Workers' Compensation policies shall contain provisions that the insurance companies will have no right of recovery or subrogation against PacifiCorp, its parent, divisions, affiliates, subsidiary companies, co-lessees, or co-venturers, agents, directors, officers, employees, servants, and insurers, it being the intention of the parties that the insurance as effected shall protect all parties.

1.2 Employers' Liability. Insurance with a minimum single limit of \$1,000,000 each accident, \$1,000,000 disease each employee, and \$1,000,000 disease policy limit.

1.3 Commercial General Liability. The most recently approved ISO policy, or its equivalent, written on an occurrence basis, with limits not less than \$1,000,000 per occurrence/\$2,000,000 general aggregate (on a per location and/or per job basis) bodily injury (with no exclusions applicable to injuries sustained by volunteers working or participating in the Project) and property damage, including the following coverages:

- a. Premises and operations coverage
- b. Independent contractor's coverage
- c. Contractual liability
- d. Products and completed operations coverage
- e. Coverage for explosion, collapse, and underground property damage
- f. Broad form property damage liability
- g. Personal and advertising injury liability, with the contractual exclusion removed
- h. Sudden and accidental pollution liability, if appropriate
- i. Watercraft liability, either included or insured under a separate policy

1.4 Business Automobile Liability. The most recently approved ISO policy, or its equivalent, with a minimum single limit of \$1,000,000 each accident for bodily injury and property damage including sudden and accidental pollution liability, with respect to [CONTRACTOR]'s vehicles whether owned, hired or non-owned, assigned to or used in the performance of the Project.

1.5 Umbrella Liability. Insurance with a minimum limit of \$4,000,000 each occurrence/aggregate where applicable to be provided on a following form basis in excess of the coverages and limits required in Employers' Liability insurance, Commercial General Liability insurance and Business Automobile Liability insurance above. [CONTRACTOR] shall notify PacifiCorp, if at any time their minimum umbrella limit is not available during the term of this Agreement, and will purchase additional limits, if requested by PacifiCorp.

In addition to the requirements stated above any and all parties providing underground locate, engineering, design, or soil sample testing services including [CONTRACTOR], subcontractor and all other independent contractors shall be required to provide the followings insurance:

Professional Liability: [CONTRACTOR] (or its contractors) shall maintain Professional Liability insurance covering damages arising out of negligent acts, errors or omissions committed by [CONTRACTOR] (or its contractors) in the performance of this Agreement, with a liability limit of not less than \$1,000,000 each claim. [CONTRACTOR] (or its subcontractors of any tier) shall maintain this policy for a minimum of two (2) years after completion of the work or shall arrange for a two (2) year extended discovery (tail) provision if the policy is not renewed. The intent of this policy is to provide coverage for claims arising out of the performance of work or services contracted or permitted under this Agreement and caused by any error, omission for which the [CONTRACTOR] its subcontractor or other independent contractor is held liable.

Except for Workers' Compensation insurance, the policies required herein shall include provisions or endorsements naming PacifiCorp, its affiliates, officers, directors, agents, and employees as additional insureds.

To the extent of [CONTRACTOR]'s negligent acts or omission, all policies required by this Agreement shall include provisions that such insurance is primary insurance with respect to the interests of PacifiCorp and that any other insurance maintained by PacifiCorp is excess and not contributory insurance with the insurance required hereunder, provisions that the policy contain a cross liability or severability of interest clause or endorsement, and that [CONTRACTOR] shall notify PacifiCorp immediately upon receipt of notice of cancellation, and shall provide proof of replacement insurance prior to the effective date of cancellation. No required insurance policies, except Workers' Compensation, shall contain any provisions prohibiting waivers of subrogation. Unless prohibited by applicable law, all required insurance policies shall contain provisions that the insurer will have no right of recovery or subrogation against PacifiCorp, its parent, affiliates, subsidiary companies, co-lessees, agents, directors, officers, employees, servants, and insurers, it being the intention of the Parties that the insurance as effected shall protect all parties.

A certificate in a form satisfactory to PacifiCorp certifying to the issuance of such insurance shall be furnished to PacifiCorp prior to commencement of the Project by [CONTRACTOR] or its volunteers or contractors. If requested, [CONTRACTOR]

shall provide a copy of each insurance policy, certified as a true copy by an authorized representative of the issuing insurance company, to PacifiCorp.

[CONTRACTOR] shall require subcontractors who perform work at the Project to carry liability insurance (auto, commercial general liability and excess) workers' compensation/ employers' or stop gap liability and professional liability (as required) insurance commensurate with their respective scopes of work. [CONTRACTOR] shall remain responsible for any claims, lawsuits, losses and expenses including defense costs that exceed any of its subcontractors' insurance limits or for uninsured claims or losses.

PacifiCorp does not represent that the insurance coverage's specified herein (whether in scope of coverage or amounts of coverage) are adequate to protect the obligations [CONTRACTOR], and [CONTRACTOR] shall be solely responsible for any deficiencies thereof.