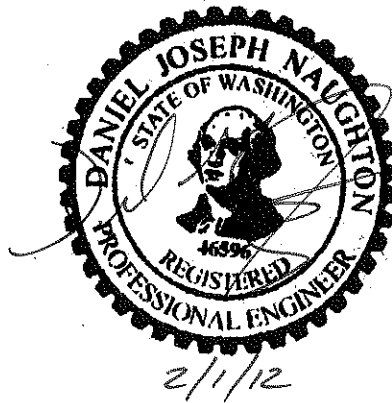


Project No. 10881
Page No. 1 of 21
Addendum No. 1

ADDENDUM NO. 1
TO
CONTRACT DOCUMENTS
FOR
CHINOOK WATER DISTRICT
WATER SUPPLY RESTORATION
PACIFIC COUNTY, WASHINGTON

This addendum is hereby made a part of the Contract Documents dated January, 2012 to the same extent as though it were originally included therein.

ISSUED THIS 1ST DAY OF FEBRUARY, 2012.



PACE ENGINEERS, INC.
5000 Meadows Road, Suite 345
Lake Oswego, Oregon 97035
(503) 597-3222
Fax: (503) 597-7655

The following changes, additions and/or deletions to the specifications and plans are hereby made a part of the requirements and provisions of Addendum No. 1 for the Chinook Water District Water Supply Restoration project.

I. FRONT END DOCUMENTS

A. 00800 – SUPPLEMENTARY CONDITIONS

1. In 00800, add the following new paragraph **SC-5.06 – *Property Insurance***:

Delete paragraph 5.06.B in its entirety. Boiler and machinery insurance will not be required for this project.

B. APPENDIX D – PERMITS

1. In Appendix D, add the attached State of Washington Department of Ecology Dam Safety Office Permit for Dam Construction.
2. In Appendix D, add the attached example Longview Timberlands LLC Temporary Use Permit.
 - i. The Contractor shall execute the Longview Timberlands LLC Temporary Use Permit.
 - ii. The Owner will pay the initial permit fee.
 - iii. With the exception of the initial permit fee, all further permit requirements shall be provided by the Contractor including, but not limited to:
 1. Reporting.
 2. Indemnification.
 3. Insurance (Longview Timberlands LLC has requested a separate insurance policy specifically for their permit).
 4. Additional permit fees assessed by Longview Timberlands LLC if Contractor should disturb Longview Timberlands LLC property beyond permit scope.

II. TECHNICAL SPECIFICATIONS

A. 02241 – TEMPORARY DRAINAGE AND DEWATERING FACILITIES

1. In 02241, delete paragraph 2.02.B and replace with the following:

The temporary gravity drain by-pass piping including the temporary tank overflow shall be a minimum of 18-inch diameter pipe with the exception of the by-pass piping from the Unnamed Creek, which shall be a minimum of 8-inch diameter pipe. An 18-inch diameter by-pass pipe with a roughness coefficient less than 0.015 can accommodate stream flows in excess of 7 cfs. A 24-hour duration storm with total rainfall of greater than 2 inches may generate stream flows which exceed the capacity of an 18-inch diameter by-pass pipe. The Contractor shall submit a contingency plan for stream flows in excess of the temporary gravity drain by-pass piping capacity.

2. In 02241, add the following new paragraph 2.02.C:

Air release valves shall be furnished and installed by the Contractor at any high points in the temporary gravity drain by-pass piping.

B. 11202 – INTAKE SCREEN & AIR BURST CLEANING SYSTEM

1. In 11202, delete paragraph 2.02.C and replace with the following:

Capacity: The intake screen design capacity shall be a minimum of 700 GPM in order to insure an available required capacity of 350 GPM at a maximum approach velocity, due to water removal not to exceed 0.2 feet per second and the screen manufacturer must provide actual test data. At the design flow rate, the pressure drop through the surface of the clean screen shall not exceed 0.1 psi. The total pressure drop through the tee assembly shall not exceed 1.0 foot of water. Hydraulic calculation verifying compliance to these criteria shall be provided upon request.

III. PRE-BID MEETING

- A. Attached are the pre-bid meeting minutes.
- B. Attached is the pre-bid meeting record of attendance.
- C. The following are additional clarifications to questions raised during the pre-bid meeting:

1. The Owner will require a continuous available water supply to their water treatment plant throughout the duration of the project.
2. The temporary gravity drain by-pass piping may be run along either side of the reservoir. It should be noted that there are two primary streams feeding the reservoir which are Freshwater Creek at the eastern end of the reservoir and the Unnamed Creek at the southeastern end of the reservoir.
3. All excess excavated material including strippings may be disposed of at the placement site. The Contractor shall provide all required erosion control and adequately place and compact, if necessary, all excess material disposed of at the placement site to maintain site stability and to prevent sediment and sediment laden water from leaving the placement site. All wood material shall be burned.

Note: Receipt of this Addendum must be acknowledged on page 00410-4 of the Bid Form.



STATE OF WASHINGTON

DEPARTMENT OF ECOLOGY

P.O. Box 47600 • Olympia, Washington 98504-7600
(360) 407-6000 • TDD Only (Hearing Impaired) (360) 407-6006

January 30, 2012

Chinook Water District
P.O. Box 191
chinook, Washington 98614

PROJECT: Chinook Dam Water Supply Restoration
FILE NO.: PA24-1707

Dear District Manager:

A suitably set of plan documents has been received for the proposed modifications of the outlet system piping, the Plan Review and Approval fee paid, and the necessary permits acquired. Accordingly, the Dam Safety Office (DSO) is now issuing a construction permit for the work. Enclosed with this letter are the Dam Construction Permit and one set of approved plans.

Our approval is restricted to those elements of the project directly related to the installation of a new service pipe and the abandonment and plugging of the existing three deteriorated low level outlet pipes. A representative of the Dam Safety Office will be on site to review elements of the piping work. To facilitate scheduling those site visits, please direct your engineer to keep this office informed of construction progress.

The principal elements of the work our staff are going to want to see are:

Grouting of the exterior of the jacked pipe for the new service line and

Filling of the three existing low level service lines that are to be abandoned.

Following substantial completion of the impoundment, the following items will be needed for this office to issue a formal notice to place the impoundment into service.

Within 30 days of completion of the construction, the project engineer shall submit to the DSO a declaration stating that the modification to the outlet piping were completed in accordance with the approved plans. A form for this purpose is available by following this link: <http://www.ecy.wa.gov/pubs/ecy07040.pdf>

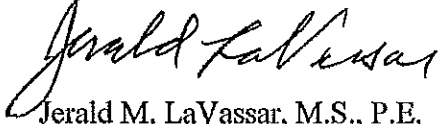
Within 120 days of the completion of the dike modifications, the engineer of record shall provide a copy of those elements of the construction control effort that document the quality of the work on the low level outlet pipe system.



Chinook Dam Improvements
January 30, 2012
Page 2 of 2

I look forward to working with you in completing the construction of this project. Should you have any questions on the foregoing, please call me at (360) 407-6625.

Sincerely,



Gerald M. LaVassar, M.S., P.E.
Water Resources Program
Dam Safety Office

Enclosures: Approved plan set
Dam Construction Permit

Cc: Dan Naughton, PACE Engineering

PERMIT FOR DAM CONSTRUCTION

IN ACCORDANCE WITH RCW 90.03.350 & WAC 173-175-180

PROJECT: Water Supply Restoration PERMIT NO: PA24-1707

DAM OWNER: Chinook Water District



**ISSUED BY THE DEPARTMENT OF ECOLOGY
DAM SAFETY OFFICE
WATER RESOURCES PROGRAM**

DATE: January 30, 2012 APPROVED BY: Jerald LaVassar

TO BE POSTED IN A PROMINENT LOCATION AT SITE

Permit No. : 2011-[]
Permittee : []
Date : []

TEMPORARY USE PERMIT

LONGVIEW TIMBERLANDS LLC, a Delaware limited liability company (“Owner”), for the consideration described herein, does hereby grant to the permittee identified above (“Permittee”) as of the date set forth above (“Effective Date”), a revocable, non-exclusive and non-possessory license (“Permit”) to access and use certain portions of Owner’s property identified below (the “Permit Area”), for the specific purposes and on the terms and conditions set forth in this Permit.

1. **Permit Area.** The Permit Area is located on the portion(s) of Owner’s property more particularly described below, and is illustrated on the map attached as Exhibit A, which is incorporated herein by this reference. Any roads that access the Permit Area over Owner’s property are referred to in this Permit as the “Roads”.

[Insert here a description of the Permit Area. At a minimum, the description should contain generally the Township, Range, Section, Meridian, County and State, and, if Permittee is not allowed to use all of Owner’s Roads, specify here the particular access route and Roads by which the Permittee may access the Permit Area.]

2. **Purpose.** This Permit is granted solely for the specific and limited purposes set forth in this Section 2. Any other use of the Permit Area by Permittee is prohibited without the prior written consent of Owner:

[Insert here a description of the permitted activity(ies). Also specify here any restrictions on dates, times and manner of access – e.g. access only during normal business or daylight hours, seasonal restrictions, access only by pedestrian or passenger vehicles, etc.]

3. **Revocable by Owner.** This Permit is freely revocable at the will of Owner and will continue only for so long as Owner continues to consent to Permittee’s uses as described in this Permit. Owner may terminate this Permit with or without cause at any time, for any reason, by verbal or written notice to Permittee. In any event, this Permit shall automatically terminate and be deemed revoked by Owner without any requirement of notice on _____, 20__ (“Expiration Date”). Any date on which Owner notifies Permittee that this Permit is revoked or the Expiration Date, whichever occurs first, is referred to in this Permit as the “Revocation Date.”

4. **Nature of Interest.** Permittee acknowledges that the rights granted to it under this Permit are personal, temporary, revocable and non-possessory in nature and are not in any way intended by Owner to create in Permittee any easement, leasehold or other estate in the real property of Owner or otherwise be coupled with any interest whatsoever. Any use or activity of Permittee outside of the authorized purposes set forth in this Permit, or any continuing use by Permittee of the Permit Area following Owner’s revocation of this Permit, is a willful trespass by Permittee and will entitle Owner to pursue any and all remedies available to Owner at law or equity.

5. **Consideration.** This Permit is granted in consideration of Owner’s consent to the specific uses described herein, and for no other consideration. If required by Owner, Permittee will pay to Owner the sums set forth in this Section 5 (if any). Permittee acknowledges that any sums paid by Permittee to

Owner, and any expenses incurred by Permittee in exercising its rights under this Permit, are for Permittee's own account and are not to be construed as conferring any benefit whatsoever on Owner or Owner's lands.

[Insert here a description of any monetary permit fees to be paid by Permittee and state the frequency (e.g. an annual fee, a one-time fee of \$ _____, etcetera). If no permit fee will be paid, state "NONE" here]

6. Access to Permit Area; Use of Roads.

a. Subject to any limitations on dates, times or manner of access as may be set forth in Section 2, Permittee will have a limited license while this Permit is in effect to access the Permit Area over lands owned by Owner. Permittee's right of access is limited to vehicular and pedestrian access over the existing Roads identified in Section 1. Permittee will maintain any access security measures employed on Owner's lands (i.e., if a gate on Owner's property is closed and locked when entering the gate, Permittee shall close and lock the gate after passing through). If applicable, Owner will provide Permittee keys to unlock any gates which are necessary to access the Permit Area via the Roads. Permittee will not duplicate any keys and will return all keys to Owner immediately upon Owner's request, and in no event later than by close of business on the Revocation Date. Permittee will pay Owner \$5,000 for each key not returned to Owner, such amount being a reasonable estimate of damages resulting from non-return of each key. Permittee will not be charged for any damaged key that is returned which can be identified as the key that was issued.

b. Permittee's use of any Roads will be at Permittee's own risk. Owner reserves the right, in Owner's sole discretion, to prohibit or temporarily suspend Permittee's access to the Permit Area over Owner's Roads at any time. Permittee will maintain any Roads crossed by Permittee in such condition as existed prior to Permittee's use, normal wear and tear excepted, and will restore to its condition prior to Permittee's use any Road or landing damaged by Permittee's use in excess of normal wear and tear. When using any Roads, Permittee will comply with all traffic rules, regulations, and operating conditions imposed under Applicable Law (defined below) and from time to time established by Owner.

c. The access rights granted to Permittee under this Permit may be used solely in connection with the purposes for which this Permit is granted and may not be used for any other purpose without Owner's prior written consent.

7. Compliance with Laws. Permittee will comply with all laws, rules, regulations and agency or judicial orders now or hereafter in force of all federal, state and other governmental authorities applicable to Permittee's intended use of the Permit Area, including, but not limited to, all laws, rules, regulations and valid orders of local, state and federal governmental officials relating to: (a) the preservation and protection of the environment, (b) the use, storage, application, transportation, presence or absence of Hazardous Substances (defined in Section 13) or volatile materials of any kind, (c) the designation, classification and protection of any species of plant or animal, (d) forestry and logging practices, (e) the prevention, suppression and control of fire, and (f) all laws, rules and regulations of any local, state or federal authority (including the federal Occupational Safety & Health Administration (OSHA) and comparable state authorities) relating to occupational safety and health, and any reporting and recordkeeping obligations relating thereto ("Applicable Law"). Permittee represents to Owner that Permittee is familiar with such Applicable Law as it pertains to Permittee's intended uses of the Permit Area. Owner reserves the right to stop or suspend Permittee's use of the Permit Area when such suspension is deemed prudent in the sole discretion and judgment of Owner in order to determine

compliance with this Section 7, and such use may not be resumed, if at all, until authorized by Owner. In the event Permittee is found to have violated any Applicable Law, it will be Permittee's sole responsibility to pay any and all fines, fees, claims, assessments or penalties that may be assessed against Permittee or Owner because of the violation and Permittee will defend, indemnify and hold harmless Owner against any liability for same.

8. Property Damage; Trespass. Permittee will respect the rights of all property owners and will exercise great care to avoid damage to real property and personal property of Owner and others, including but not limited to, any trees, timber, existing roads, culverts, bridges, fences, utility poles and lines, and all other structures on the Permit Area and adjacent properties. Additionally, Permittee will exercise every reasonable precaution against damage to rivers, streams, lakes, riparian areas and other environmentally sensitive areas of which it has knowledge or discovers in the course of its use of the Permit Area. Permittee will, with reasonable promptness, repair any damage caused by it at its own expense. Permittee will not trespass upon other lands of Owner or adjacent property owners and will not enter any property adjacent to the Permit Area without the prior consent of the owner of such lands.

9. Improvements; Personal Property. Permittee will not make any physical improvements to the Permit Area. Any personal property brought onto the Permit Area by Permittee will remain the property of Permittee unless abandoned and Owner will have a right to sell, discard or otherwise dispose of any abandoned property.

10. Owner's Use. This Permit does not in any way exclude Owner from the full possession and use of the Permit Area at any time and in any manner. Owner reserves for itself, its successors and assigns the unrestricted right to use the Permit Area and Roads for any and all purposes whatsoever, and Permittee's exercise of its rights under this Permit shall not interfere in any way with Owner's use. Permittee acknowledges that the Permit Area is situated near or within commercial timberlands owned by Owner and, as a result, may be subjected to conditions resulting from commercial and forest operations on the Permit Area and adjacent property. Such operations include but are not limited to management and harvesting of timber, burning and disposal of slash, reforestation, application of chemicals, road construction and maintenance, and other accepted and customary resource management activities conducted in accordance with Applicable Law. These resource management activities ordinarily produce noise, dust, smoke and other conditions that may conflict with Permittee's use of the Permit Area for the purposes described in this Permit. Permittee hereby waives all common law rights to object to any resource management activities legally conducted on Owner's lands which may conflict with Permittee's use of the Permit Area and Permittee hereby accepts this Permit subject in every respect to Owner's right at any time to conduct such resource management activities.

11. Timber. Owner reserves for itself, its successors and assigns title to all standing timber of any type on Owner's property, and title to any trees planted on the Permit Area by Permittee following the Effective Date will pass to Owner immediately upon being planted. Permittee may not cut, remove, injure or destroy any timber on the Permit Area without Owner's prior written consent.

12. Fire Protection. Permittee will exercise the highest degree of care to prevent fires on the Permit Area or on other lands adjacent to the Permit Area or crossed by Permittee under this Permit, shall maintain all fire-fighting equipment required by Applicable Law, and shall otherwise comply with any additional requirements of Owner with respect to prevention and suppression of fires. Permittee will make every reasonable effort, at its sole expense, to control, extinguish or prevent the spread of fire on, to or from the Permit Area, and will immediately report to Owner and the appropriate state or local government agency knowledge of any fire which may arise upon or threaten the Permit Area or adjoining lands.

13. **Hazardous Substances.** Permittee will comply with all Applicable Law regarding the use, storage, and handling of Hazardous Substances. In addition, Permittee must: (a) not dispose or discard any dangerous, hazardous, or regulated products, materials or substances including petroleum products, anti-freeze, oil filters, grease tubes, and similar items on the Permit Area; (b) regularly inspect any vehicles and equipment used by Permittee for hydraulic and fuel leaks, and ensure that such vehicles and equipment are repaired and properly maintained before use on the Permit Area; (c) immediately cleanup and properly dispose of any and all leaks, spills, and overfills of any material or substance, including any contaminated soil; and (d) immediately notify Owner of any event which is required to be reported under environmental laws. As used in this Permit, the term "**Hazardous Substance**" means any fuels, oils, pollutants, contaminants, chemicals or hazardous, toxic, or dangerous wastes, substances, chemicals or materials regulated or controlled pursuant to any Applicable Law now or at any time hereafter in effect.

14. **Permittee's Reporting Obligations.** Permittee will notify Owner immediately upon the occurrence of any of the following events occurring on the Permit Area or in the course of use thereof by Permittee, its employees, agents and contractors: (a) any fatality; (b) any event, occurrence or accident resulting in bodily injury to a person who, as a result of the injury, receives medical treatment; (c) any loss, event, occurrence or accident resulting in damage to the property of Owner or its affiliates, regardless of whether such loss, event occurrence or accident is separately reportable under Applicable Law or any policy of insurance maintained by Permittee; or (d) any spill or release of Hazardous Substances, regardless of whether the spill or release is required to be reported under environmental laws. Prior to the end of each calendar month while this Permit continues in effect, or at any other time if reasonably required by Owner, Permittee will provide Owner with a written report detailing any and all events, relevant work exposure hours, occurrences, accidents, casualties, losses, injuries or illnesses occurring on the Permit Area or in connection with Permit during such period which: (x) triggered a recording or reporting obligation of Permittee or any employee, agent or contractor of Permittee under (i) Applicable Law, or (ii) any policy of insurance maintained by Permittee; (y) triggered an immediate reporting obligation to Owner pursuant to clauses (a) through (d) of this Section 14 without regard to whether such event was reportable to any other party under clause (x) above; or (z) resulted in time away from work for Permittee or any of its employees, agents or contractors.

15. **Owner Regulations; Prohibited Activities.** Owner reserves the right at any time, and from time to time, to adopt and impose further rules, regulations and policies governing Permittee's use of the Permit Area including, but not limited to, safety regulations and other regulations regarding the use of the Roads and Owner's lands. Permittee agrees to comply with all such rules, regulations and policies provided that Permittee has been notified of same. In all events, the following activities are strictly prohibited on the Permit Area and any Owner lands crossed by Permittee in exercising the rights hereunder: (a) use, possession or sale, or being under the influence of alcoholic beverages, illegal drugs and/or controlled substances on property owned or controlled by Owner, it being understood that Owner has a "zero tolerance" drug policy; (b) possession, use or discharge of weapons and firearms; (c) possession use or discharge of explosives, fireworks or open fires, unless specifically authorized by Section 2 hereof, and then only in compliance with Applicable Law; and (c) any other illegal or criminal activities under Applicable Law.

16. **Indemnity.** Permittee will save, defend (with counsel approved by Owner), and hold Owner and its respective directors, officers, members, managers, employees, agents, affiliates, successors and assigns (collectively the "Indemnitees"), harmless from, and shall indemnify the Indemnitees against, any and all claims, actions, suits, demands, penalties, fines, losses, judgments, damages or liabilities of every nature and description (including all reasonable attorneys' fees and costs incurred by Indemnitees in investigation, at trial and on appeal) (collectively, "Liabilities"), arising out of, or in any way relating to the activities, uses, acts or omissions of Permittee, its agents, or employees under this Permit. Without limiting the generality of the foregoing, the indemnity provided in this Section 16 will include any

Liabilities whatsoever arising out of or relating to: (i) the death of or bodily injury to any person caused by Permittee or anyone acting for, on behalf of, or at the direction of Permittee; (ii) physical damage to or destruction of any property caused by Permittee or anyone acting for, on behalf of, or at the direction of Permittee; (iii) all activities of Permittee, its agents, and employees on the Permit Area or on lands crossed to access the Permit Area, and (iv) any breach or failure by Permittee to comply with, or to cause its agents and employees to comply with, any provision of this Permit. The indemnity provided for in this Section 16 shall survive termination of this Permit.

PERMITTEE ACKNOWLEDGES THAT THE FOREGOING PROVISIONS OF THIS SECTION 16 MAY REQUIRE PERMITTEE TO INDEMNIFY INDEMNITEES AGAINST CLAIMS MADE AGAINST OWNER BY EMPLOYEES OF PERMITTEE (SO CALLED "THIRD-PARTY CLAIMS"). TO THAT END, PERMITTEE EXPRESSLY WAIVES ANY AND ALL IMMUNITIES FROM INDEMNITY CLAIMS ASSERTED BY OWNER WHICH PERMITTEE MAY HAVE UNDER AND PURSUANT TO THE PROVISIONS OF RCW TITLE 51 OR ORS 656, WHICHEVER IS APPLICABLE, (INDUSTRIAL INSURANCE A/K/A WORKMEN'S COMPENSATION) OR AS THE SAME MAY BE HEREAFTER AMENDED. PERMITTEE ACKNOWLEDGES THAT THE WAIVER OF SUCH IMMUNITY(IES) WAS SEPARATELY NEGOTIATED AND MUTUALLY AGREED UPON BETWEEN INDEMNITEES, AND PERMITTEE.

_____ (Initial Here)

17. Insurance. Until this Permit expires or is terminated, Permittee will purchase, maintain and keep in force and effect, at its own expense, the following insurance coverage from insurance companies acceptable to Owner:

a. A standard form of Comprehensive General Liability, reasonably acceptable to Owner covering bodily injury, property damage, products/completed operations, contractual liability, cross liability and containing an enforceable standard ISO severability of interest provision with limits of liability at least as high as set forth below:

Each occurrence	-	\$1,000,000.00, plus defense costs
General Aggregate	-	\$2,000,000.00

b. Comprehensive Business Auto Liability, including all hired and non-owned automobiles:

Each occurrence	-	\$1,000,000.00
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c. Worker's compensation insurance in amounts not less than the applicable statutory minimums as are from time to time required by the laws and regulations of the state(s) in which the Permit Area is located.

Permittee may not self-insure any of the insurance coverage required by this Permit, and shall be solely responsible for paying any and all deductibles arising out of or related to any claims for which coverage is provided under any of Permittee's insurance policies. Permittee's procurement and maintenance of the insurance coverage required by this Section 17 shall not in any way limit the liability of Permittee for any losses which may occur on account of Permittee's acts or omissions, and Permittee shall be fully responsible for any and all uncovered losses and for any and all amounts which exceed any applicable policy limits for covered losses under any of its insurance policies. The coverage afforded under any insurance policy obtained by Permittee pursuant to this Section 17 shall be primary coverage regardless of whether or not Owner has similar coverage.

All policies of insurance required by this Permit shall be endorsed to expressly name "Longview Timberlands LLC, its successors and assigns" as an additional insured (not a blanket endorsement) and shall further be endorsed to provide the following:

- a. In the event of cancellation, modification or reduction of all or any portion of the coverage for any reason, 30 days' prior written notice of such cancellation or reduction will be furnished Owner by mail by the insurance carrier. No such cancellation, modification or change shall affect Permittee's obligation to keep and maintain the insurance coverage required by this Permit.
- b. A waiver of subrogation against Owner.

Prior to commencing any use under this Permit, or upon request by Owner, Permittee shall forward to Owner a complete copy of the policy or policies of insurance evidencing that the foregoing coverage is in effect. If Permittee fails to provide such evidence within 48 hours of the request by Owner, Permittee shall be in default under this Permit and this Permit shall automatically be revoked. Upon any termination under this Section 17, Permittee shall remain liable to Owner for all damages arising out of its breach of this Permit.

18. Liens. Permittee will not permit or cause any lien to become attached to the Permit Area or to any property of Owner. However, if any lien should attach to any of Owner's property, Permittee agrees to immediately discharge the same. In the event that Permittee fails to discharge any of its obligations under this Section 18, Owner will have the right (but not the obligation) to pay and discharge any lien imposed against its property and Permittee will, upon demand, reimburse Owner for any amounts so paid, including the reasonable expenses of Owner incurred in taking such action, together with interest on such amounts at the rate of twelve (12) percent per annum from the date of payment by Owner until the repayment in full by Permittee. Further, Permittee shall have the right to defend, using counsel of its choice, at Permittee's sole expense, any lien filed against Owner, or the property of Owner, and Permittee agrees to immediately reimburse Owner for such expense.

19. Condition of Permit Area; Assumption of Risk. Owner makes no representations or warranties whatsoever as to the present or future condition of the Permit Area, Owner's other property, the Roads or the condition of traffic on any Roads, and Permittee expressly assumes all risks of death or personal injury to persons and damage to property, known and unknown, in connection with its use of the Permit Area or the rights granted to Permittee under this Permit.

20. Confidentiality. Permittee will not voluntarily disclose, and will take reasonably necessary steps to prevent the disclosure to any third person of, any proprietary or confidential information received from Owner or acquired by Permittee in the course of its use of the Permit Area (including, without limitation, any information regarding the presence on or near the Permit Area of any species protected by state or federal law, or any evidence of the release, disposal or misuse of any Hazardous Substances on or near the Permit Area), and Permittee will not use for its own benefit or that of others, any such confidential information, except as may be authorized by Owner in writing.

21. Assignment. This Permit is a license personal to Permittee, and is not assignable, in whole or in part, to any person. Any assignment by Permittee will be null and void and of no force or effect and will cause immediate termination of this Permit.

22. Attorneys' Fees. If Owner commences any suit or action to enforce or interpret its rights under this Permit then, upon prevailing in such suit or action, Owner shall be entitled to recover, in addition to

all other remedies, costs and damages to which Owner is legally entitled, reasonable attorneys' fees and costs as determined by the judge whether incurred at trial or upon any appeal or petition for review.

23. **Entire Agreement.** This Permit, including any amendments and all exhibits, contains the entire and final understanding of the parties and supersedes all prior written or oral understandings between the parties related to the subject matter of this Permit.

24. **Counterparts.** This Permit may be executed in one or more counterparts, each of which when executed shall be deemed to be an original and all of which together shall constitute one and the same Permit.

[Signatures on following page(s)]

The parties have executed this Temporary Use Permit with the intent that it be effective as of the Effective Date set forth on the first page hereof.

OWNER: LONGVIEW TIMBERLANDS LLC

By: _____

Name: _____

Title: _____

Notice Address:

10 International Way
PO Box 667
Longview, WA 98632

PERMITTEE: _____

By: _____

Name: _____

Title: _____

Notice Address:

EXHIBIT A

Map of Permit Area

(See Attached)



PRE-BID MEETING MINUTES

PROJECT: Water Supply Restoration	PAGE: 1 of 3
OWNER: Chinook Water District	PROJECT NUMBER: 10881
MEETING DATE: January 26, 2012, 1:00 p.m.	LOCATION: Chinook Fire Hall

1. PROJECT SCOPE OF WORK OVERVIEW:

- The project will replace the Owner's aging raw water intakes and failed dam low level outlet with a new combined raw water intake and dam outlet through the existing earthen dam.
- The project will also remove accumulated sediment from the reservoir and haul the spoils to a designated placement site provided by the Owner.
- Placement Site:
 - Furnish construction surveying as required.
 - Remove existing trees, stumps, slash, and vegetation on the site as necessary for construction.
 - Complete site preparation in accordance with the geotechnical report requirements.
 - Install the subdrain pond dewatering system.
 - Place reservoir site spoils in the constructed ponds.
 - It is intended to fill Pond "A" with reservoir spoils before filling Pond "B", and to fill Pond "B" before filling Pond "C".
 - The Owner shall provide Inspectors for all required soils Special Inspections.
- Reservoir Site:
 - Furnish construction surveying as required.
 - Furnish and install all temporary and permanent piping connections on the raw water transmission main downstream of the dam.
 - Remove the accumulated sediment from the bottom of the reservoir and place the spoils in the ponds excavated at the placement site.
 - Furnish and install a jack and bore through the existing dam including a new combined raw water intake and low level outlet.
 - Remove all temporary drainage facilities.

2. PROJECT FUNDING:

- This project is funded through the Washington State Community Development Block Grant program with federal funds from the U.S. Department of Housing and Urban Development.

3. IMPORTANT DATES:

- Pre-bid Submittals: January 31, 2012, 5:00 p.m. at PACE.
- Bid Opening: February 14, 2012, 2:00 p.m. at Chinook Fire Hall.

4. COORDINATION WITH DISTRICT OPERATIONS:

- Freshwater Creek which feeds the reservoir is the Owner's sole water source.
 - The temporary drainage facilities have been designed to supply the Owner with a continuous water supply throughout the duration of the project.
 - The Owner's existing water treatment system must remain in operation throughout the project.
- The Contractor will be responsible for coordinating all work with the Engineer and the Owner.
 - To facilitate this coordination, weekly construction meetings will be required.

5. SITE ACCESS:

- Pre-scheduled site access will be allowed during the bidding period.
- Site access will be limited to Monday through Friday between the hours of 9 am and 3 pm.
- Please schedule all site access through the Engineer a minimum of 24 hours in advance.

6. SPECIALTY TESTING AND INSPECTION:

- Costs of Verification and Inspection shall be borne by the Owner and do not need to be in the bid. The Contractor shall bear all costs of coordination for testing.



PRE-BID MEETING MINUTES

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MEETING DATE: January 26, 2012, 1:00 p.m.	LOCATION: Chinook Fire Hall

7. PERMITS AND FEES:

- The Owner has already submitted for and paid fees for the following permits:
 - Pacific County Development Permit.
 - Pacific County Land Use Planning Permit.
 - Pacific County Building Permit.
 - State of Washington Department of Fish and Wildlife Hydraulic Project Approval.
 - State of Washington Department of Ecology Construction Stormwater General Permit.
 - State of Washington Department of Ecology Dam Safety Office Dam Construction Permit.
 - Longview Timberlands LLC Temporary Use Permit
- The Contractor shall pay the permit fees and obtain the following permits:
 - All permits for temporary utilities, if required.

8. STATE OF WASHINGTON DEPARTMENT OF FISH AND WILDLIFE HYDRAULIC PROJECT APPROVAL:

- In-water work period:
 - Opens April 1, 2012.
 - Closes September 30, 2012.

9. LONGVIEW TIMBERLANDS LLC TEMPORARY USE PERMIT:

- The Contractor shall execute the Longview Timberlands LLC Temporary Use Permit.

10. ADMINISTRATIVE MATTERS:

- Instructions to Bidders (Section 00200) and bidders check list:
 - Bid documents shall be submitted separately from the contract documents. All bids should be submitted on the bound bid package provided by the Engineer and are available at no additional cost.
- Bid Form (Section 00410):
 - Lump sum contract with the exception of the following:
 - Alternate increase/decrease for each 1% greater/lesser cement for "Pond A" construction.
 - Silt removal from reservoir, haul, and placement at Placement Site.
 - The estimated quantities of items of unit price work are not guaranteed and are solely for the purpose of comparison of bids and determining an initial contract price.
 - The quantity of sediment deposited at the Placement Site will be determined by 3rd party topographic survey before and after placement of reservoir spoils.
- Pre-bid submittals (Sections 00411 & 01330):
 - Pre-bid submittals required only if non-specified items and equipment from the Major Equipment Schedule (Section 00411) are to be used.
- Contract addenda:
 - Contract addenda, if required, will be issued five days before bid opening. It is the Contractor's responsibility to make sure addenda are being sent to applicable subs.

11. QUESTIONS AND ANSWERS:

- Interpretations or clarifications considered necessary by Engineer in response to Questions will be issued by Addenda e-mailed and mailed to all planholders.
- Questions received less than seven calendar days prior to the date for opening of bids may not be answered.
- The Contractor shall draw down the water level within the reservoir and filter the water as necessary prior to discharging back into Freshwater Creek downstream of the dam.
- The Contractor shall dewater the accumulated sediment within the bottom of the reservoir and filter the water as necessary prior to discharging back into Freshwater Creek downstream of the dam.
- The Contractor shall be responsible for disposal of dewatering and reservoir drawdown water in



PRE-BID MEETING MINUTES

PROJECT: Water Supply Restoration	PAGE: 3 of 3
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accordance with the DOE Construction Stormwater General Permit. If water filtration and/or chemical treatment is selected or determined to be required, the Contractor shall obtain the appropriate permit coverage prior to implementation.

- The Contractor shall be responsible for all Hydraulic Project Approval requirements including but not limited to:
 - Temporary gravity drain by-pass piping inlets shall have fish exclusion screening.
 - The Contractor shall capture and safely move food fish, game fish, and other fish life from the job site to free-flowing water upstream of the project site.
- The estimated quantity of accumulated sediment is 9,500 cubic yards.

12. SITE WALK-THROUGH:



**PRE-BID MEETING
RECORD OF ATTENDANCE**

Owner Chinook Water District
Project Name Water Supply Restoration
Project No. 10881
Date Thursday, January 26, 2012, 1:00 pm

NAME	REPRESENTING	ADDRESS	PHONE / E-MAIL
Jim Shaver	PACE Engineers, Inc	5000 Meadows Road, Suite 345 Lake Oswego, OR 97035	503.597.3222 jims@paceengrs.com
Tom Ferrell	PACE Engineers, Inc.	5000 Meadows Road, Suite 345 Lake Oswego, OR 97035	503.597.3222 tomf@paceengrs.com
Jordan Opdahl	Nova Contracting	10615 Dephi Rd, SW Olympia, WA 98521	360.754.2600 novacontractinginc@gmail.com
Ken Partridge	Anderson Environmental Contracting	705 Colorado Street Kelso, WA 98626	360.957.5457 kenp@aecllc.net
Lance Greaves	Emery & Sons Construction	PO Box 4109 Salem, OR 97302	503.588.7576 lance.greaves@emeryandsons.com
Paul Cichosz	Tapani Underground	1904 SE 6 th Place Battle Ground, WA 98604	360.687.1148 paulc@tapaniunderground.com
Brian Thompson	Rognilins	321 W State St. Aberdeen, WA 98520	360.532.5220 brian@rognilins.com
Jeff Mueller	Clackamas Construction, Inc.	PO Box 279 Boring, OR 97009	503.663.1144 bobbie5164@comcast.net
Tim O'Neill	Armadillo Underground	PO Box 12219 Salem, OR 97309	503.588.8050 timo@armadillounderground.com
Dean Irwin	TEK Construction	1980 W Bakerview Rd. Bellingham, WA 98226	360.312.5530 dean@tekconstructioninc.com
Jamey Ribelin	I & E Construction	9550 SE Clackamas Rd. Clackamas, OR 97015	206.856.2092 Jamey@iandeconstruction.com
George Schmidt	3 Kings Environmental	PO Box 280 Battle Ground, WA 98604	360.666.5464 gschmidt@3kingsinc.com
Jim Wilkins	Wilkins Consulting	701 W. Marine Dr. Astoria, OR 97103	503.325.3368 wilkins701@charter.net



**PRE-BID MEETING
RECORD OF ATTENDANCE**

Continued...
Owner Chinook Water District
Project Name Water Supply Restoration
Project No. 10881
Date Thursday, January 26, 2012, 1:00 pm

NAME	REPRESENTING	ADDRESS	PHONE / E-MAIL
Mike Sarin	Pacific Timber LLC	1050 Olney Ave. Astoria, OR 97103	503.741.0757 msarin@pactimberllc.com
Don Ehly	Rain for Rent	11035 NE Marx St. Portland, OR 97220	503.991.1609 dehly@rainforrent.com
Mike Lee	Five Rivers Construction	1331 Baltimore St. Longview, WA 98632	360.423.1991 m.lee@fiveriversconstruction.com
Tim Wirkkala	Naselle Rock & Asphalt Co.	PO Box 5 Naselle, WA 98638	360.484.3443 nasrock@wwest.net
Del Bibler	R & G Excavating	39300 Montgomery Dr. Scio, OR 97374	503.394.2190 randgbids@aol.com
Dwayne Nelson	Civilworks NW, Inc.	PO Box 5698 Vancouver, WA 98668	360.694.8849 dnelson@civilworksNW.com
Terry Pifer	Nutter Corp.	7211-A NE 43 rd Ave. Vancouver, WA 98661	360.573.2000 terryp@nuttercorp.com
Adam Neahring	Bergerson Construction	55 Portway St. Astoria, OR 97103	503.325.7130 aneahring@bergerson-const.com
Eric Hepler	Eric Hepler Inc.	18448 Coop Rd. Clatskanie, OR 97016	503.791.0160 ehepler0160@yahoo.com
Brady Stevens	Goodfellow Bros., Inc.	6135 NE 80 th Ave., Suite A3 Portland, OR 97218	503.256.4114 bradvs@goodfellowbros.com
Greg Lindstrom	Lindstrom & Son Construction	PO Box 288 Chinook, WA 98614	360.777.8033 lindstromg@centurytel.net