



Cowlitz Indian Tribe
Natural Resources Department

BIDDING DOCUMENTS
Salmon Creek Reconnection Project
RFP for Preliminary Design Services

March 2024

Salmon Creek Reconnection Project

RFP for Preliminary Design

BIDDING DOCUMENTS

TABLE OF CONTENTS

Exhibit A – Request for Proposals (RFP)

Exhibit B – Contract/Agreement

Exhibit C – Bid Form/Price Sheet

Exhibit D – Department of Revenue Tribal Habitat Restoration Projects – Sales Tax Exemption

Exhibit E – Selected Site Photos

Exhibit F – Project Background Information



Cowlitz Indian Tribe

Natural Resources Department

Request for Proposals (“RFP”)

Exhibit A

Salmon Creek Reconnection Project RFP for Preliminary Design Services

RFP-1 Project Contacts

Technical Contacts: Justin Isle – Senior Restoration Ecologist/PM (jjisle@cowlitz.org)
503-799-0934 cell
Peter Barber – Habitat Restoration and Conservation Program Manager
(pbarber@cowlitz.org) 360-839-9299 cell

Admin. Contact: Lacey Jacobs – Program Coordinator (ljacobs@cowlitz.org)
360-353-9425 office

RFP-2 Critical Date Overview

- DJC Public Notice – Request for Proposals: est. March 18, 2024
- **Mandatory Site Tour/Job Walk: March 28, 2024 – 10:00am PST**
- Request for Clarification/Question Submittals by: April 4, 2024 – 6:00pm PST
- Response to Questions: est. April 11, 2024 – 6:00pm PST
- **Proposal/Bid Submission Deadline: April 18, 2024 – 2:00 pm PST**
- Selection Committee Review and Scoring: Week of April 22-25, 2024
- **Award Selection/Contracting: April 26, 2024 (tentative)**
- Simplified Project Timeline (overview):
 - Kick-off Meeting – Tribe/County May 1, 2024 (tentative)
 - Consultant Site Survey/Data collection: May - July 2024 (tentative)
 - Conceptual Design Alternatives Meeting: August 9, 2024 (tentative)
 - Development of Preliminary Design/Modeling: Sept. - November 2024
 - Review of Draft Preliminary Design: December 20, 2024
 - Open House No. 1 - Presentation and Public Comment Open House #1 -: February 17, 2025 (tentative)
 - Draft Basis of Design Report: March – April 2025
 - Updated Prelim Design and Basis of Design Report: July 2025
 - Open House No. 2 – Information and Q&A session: June 2025
 - Submission of deliverables to RCO: August 2025.

RFP-3 Contract Attachments

- Exhibit A – RFP
- Exhibit B – Contract/Agreement
- Exhibit C – Bid Form/Price Sheet
- Exhibit D – Department of Revenue Tribal Habitat Restoration Projects – Sales Tax Exemption
- Exhibit E – Selected Site Photos
- Exhibit F – Project Background Information
- Exhibit G – Grant Agreements (Redacted)(*reserved*)
- Exhibit H – Tribe’s Q&A Responses / Addenda (*reserved*)
- Exhibit I – Selected Consultant’s Proposal and Bid (*reserved*)

RFP-4 Project Overview

The Cowlitz Indian Tribe (Tribe) secured funding through Washington State Recreation and Conservation Office, (RCO) Salmon Recovery Funding Board (SRFB) to develop preliminary design documents to restore floodplain connectivity and improve fish passage to ponded water features and currently inaccessible spring fed tributaries along 2.2 miles of the Gordy Jolma Family Natural Area. This natural area was previously known as The Cedars on Salmon Creek golf course, and is located east of NE 142nd Avenue/SE Grace Avenue between the City of Battleground and Brush Prairie in Clark County, Washington. The newly acquired 113-acre Gordy Jolma Family Natural Area is owned and managed by Clark County Park and Lands Division (Clark County). This new acquisition is immediately adjacent to the Salmon Morgan Creek Natural Area, bringing the total acreage of publicly owned natural area to approximately 194 acres.

The Tribe and Clark County propose to assess site conditions, hydrology, and surrounding infrastructure, then develop a comprehensive restoration design to increase floodplain connectivity, and habitat complexity, to benefit local Salmon Creek populations of fall chinook, coho, and chum salmon and winter steelhead. Opportunities like this project are extremely rare, especially in a watershed like Salmon Creek, since the majority of the lower watershed has been urbanized and the upper watershed consists largely of small private parcels. The sheer size of the 2.2-mile-long project reach offers an excellent opportunity to incorporate habitat restoration actions in partnership with the County’s Master planning process to enhance 113 acres of urban natural area to benefit residents of Clark County. The Tribe expects this to be a showcase restoration project and an opportunity to highlight the benefits of improved instream habitat after the addition logjams, restored fish passage to adjacent springs, seeps, ponds and tributaries, and enhanced floodplain connectivity. These efforts are a continuation of the Tribe and County’s broader aquatic restoration efforts to improve watershed health, water quality, salmonid habitat and aquatic functions as well as provide opportunities for cultural and environmental education in line with the county’s future natural area master planning goals.

Concurrently with the salmon creek restoration work, Clark County will be preparing a natural area master plan with a focus on natural resource-based recreation improvements on the site. The County’s goal is to improve low-impact recreational opportunities like walking, fishing, birdwatching, picnicking and cultural and environmental education along with park access, such as trailheads and parking. The consultant selected under this RFP will work closely with consultants that will be hired by Clark County so that restoration design can be incorporated into the natural area recreation master plan.

The Tribe and County staff will collaborate to select the design team (consultant) to develop a suite of restoration alternatives and one preliminary design (per RCO Manual 18 Appendix D) to achieve the

project's goals. The consultant shall provide detailed approach for each of the following preliminary design objectives in their proposal:

1. Restore/enhance fish passage through eleven (11) identified fish passage barriers (culverts, dams, weirs, pond levelers). The expectation is to restore volitional fish access to productive off channel and spring-fed tributary habitat.
2. Reduce fine sediment inputs in Salmon Creek and improve instream habitat complexity with the placement of engineered logjams. The location and design of log structures will be developed targeting zones of natural wood accumulation and complement the County's master planning effort.
3. Re-meander and restore channel complexity with the development of anabranching channels, perennial side channels, and off-channel alcove ponds.
4. Investigate subsurface conditions and soil profiles to evaluate/estimate quantities of foreign fill material placed during the previous operation of the golf course. The consultant can reference the county's geotechnical report, scheduled for completion during the summer of 2024.
5. Develop a riparian planting plan and designs to install floodplain roughness features, in coordination with the County's master planning effort.
6. Provide assistance, attendance and supporting documents during two (2) public engagement and outreach meetings. The Tribe and County will lead the planning, facilitation, and preparation for the meetings.

The Tribe seeks to hire a qualified consultant with demonstrated experience designing similar projects in a semi-urban setting, with underlying infrastructure constraints, FEMA regulated floodways, wetland delineation, and coordination with private landowners. The preliminary designs may include floodplain excavation, dewatering/diversion, installation of log habitat structures (engineered log jams), pedestrian bridge crossings, and wetland and riparian restoration. The Tribe will give preference to well-qualified consultants with a history of completing similar size/habitat restoration projects that include channel reconstruction, installation of riffles, pools and other natural stream features, especially those specially designed to provide fish passage and to those with a record of stakeholder collaboration. Consultants must have a history designing and permitting similar projects in environmentally sensitive areas requiring Federal, State, and local permits including, but not limited to Army Corps of Engineers (Corps) Section 404), Washington Department of Ecology (DOE) 401 Clean Water Act Certification, Washington Department of Fish and Wildlife (WDFW) Hydraulic Project Approval (HPA), National Marine Fisheries Services (NNMFS)/U.S. Fish and Wildlife (USFWS) consultations, and associated requirements within a mapped FEMA floodway.

RFP-5 Project Location and Watershed

The Salmon Creek subbasin lies within and adjacent to the expanding Vancouver metropolitan area and entirely within Clark County. The Salmon Creek drainage area is 91 square miles and flows from the foothills of the Cascade Mountains through a mixture of urbanized areas, agricultural land, hobby farms and industrial development near the confluence with Lake River, tributary to the lower Columbia River. Within the subbasin, the project site is located on Clark County's Gordy Jolma Family Natural Area that was previously known as the Cedars on Salmon Creek golf course. The property is currently owned and managed by Clark County Park and Lands Division. The 113-acre natural area is located at 15001 NE 181st Street, Brush Prairie, WA 98606. The property can also be accessed off of NE 142nd Avenue/SE Grace Avenue; however, limited parking is available from this access point. Approximate project

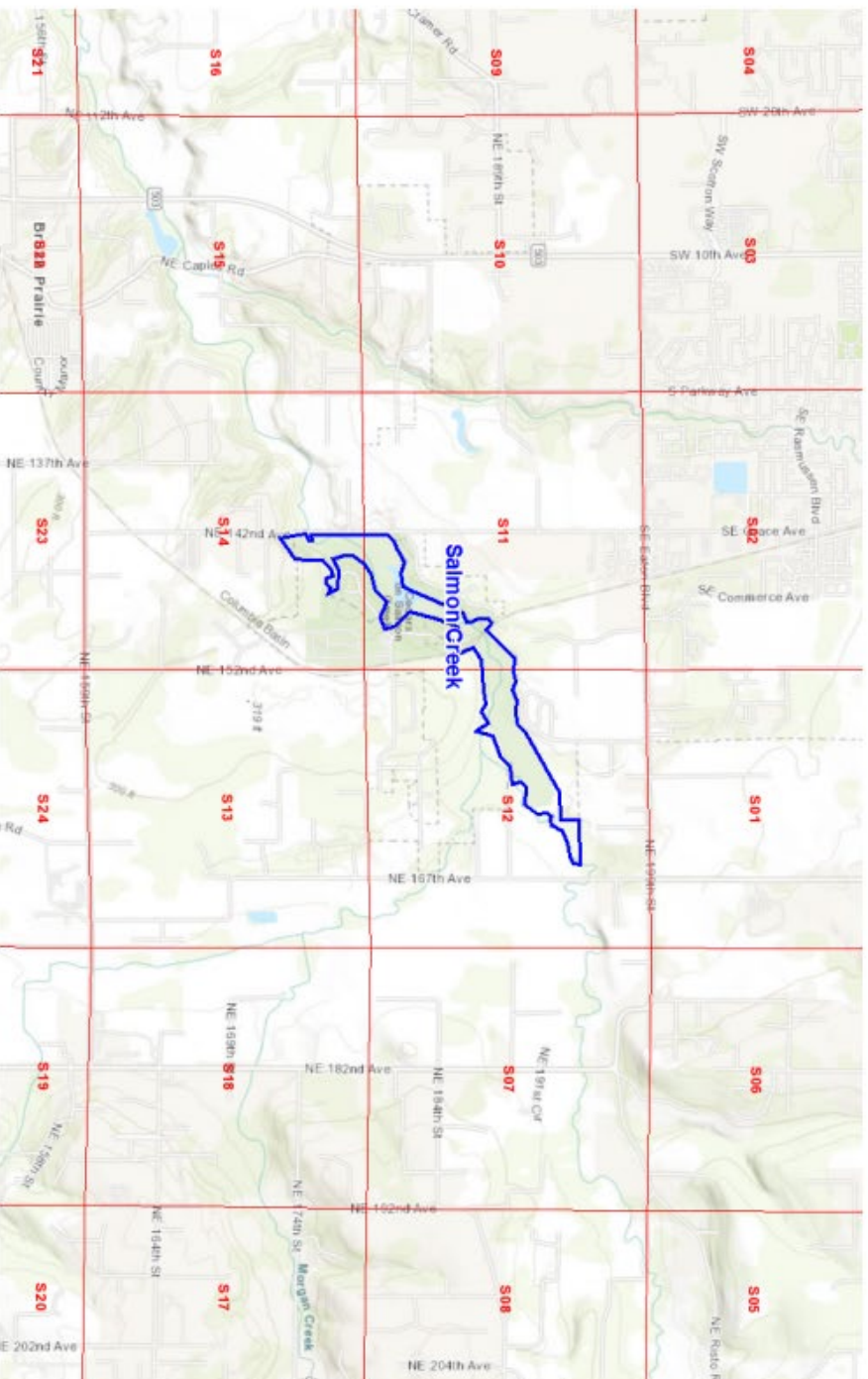
PROJECT: 23-1151 Planning, Salmon Creek Reconnection Design
Sponsor: Cowlitz Indian Tribe **Program:** Salmon State Projects

WORKSITE #1: Salmon Creek - Gordy Jolma Family Natural Area

Properties: Clark County Parks and Land Division
Address: 15203 NE 181st St

City: n/a
County: Clark

TRS: 03, 02E, 12
Lat/Long: 45.75919417, -122.51538884



Salmon Creek Reconnection Design – Project area map
Landowner: Clark County
Project sponsor: Cowlitz Indian Tribe
SRFB # 23-1151



RFP-6 Project Deliverables and Timeline

In collaboration and coordination with Cowlitz Indian Tribe and County staff, the selected design team will develop a suite of restoration alternatives, and select one alternative to be developed into the preliminary design (per Manual 18 appendix D) to achieve the project's design goals. Consultant shall provide detailed approach for each of the following tasks in their proposal:

Task 1. Kickoff Meeting (May 2024).

Kickoff and introductory stakeholder meeting in partnership with Tribe, Clark County and the design engineer. Review goals/objectives, limiting factors, infrastructure constraints, risk, access, schedule and deliverables.

***Deliverables:** N/A.*

Task 2: Fieldwork/Data Collection (May - July 2024).

Extensive site reconnaissance may include the use of an Unmanned Aerial Vehicle (UAV) Light Detection and Ranging (LiDAR), and ground-based surveys with the use of a Total Station. The LiDAR will produce a survey-grade, 3-dimensional point cloud coupled with georeferenced aerial photographs to document site conditions. Additional ground-based site reconnaissance will include installation of temperature loggers, assessment of water control structures, culverts/crossings, pump stations, pond bathymetry, draft wetland delineation, soil profiles, bank full widths, longitudinal profile, sediment sizes, riparian conditions, water quality, warm water fish species assessment, and identifying constraints such as the railroad bridge crossing and City of Battleground sewer line. The Tribe and Clark County will determine and document project goals and objectives to provide context for the future development of conceptual design alternatives.

***Deliverables:** (1) Ground or aerial survey data with georeferenced aerial photographs to produce Digital Elevation Model (DEM) for base mapping, , and a detailed site map(s) identifying physical features, fish passage barriers, pond bathymetry, wetlands, and infrastructure constraints.*

Task 3: Hydrology and Hydraulics (July 2024 – January 2025).

Develop 2-, 5-, 10-, 25-, 50-, 100-, and 500-year recurrence flows for the project site based on nearby USGS gauge data in contributing basin areas. Develop a two-dimensional hydraulic model to inform potential FEMA rise due to placement of log structures or roughness features. If applicable, consultants shall utilize existing information provided by bridge design reports from upstream and downstream of project area, as provided in the Exhibits. This site will be carefully modeled to ensure no future flood impacts to the surrounding private landowners and local infrastructure.

***Deliverables:** Deliverables: 2-, 5-, 10-, 25-, 50-, 100-, and 500-year recurrence flows for Salmon Creek. 2D hydraulic model and supporting summary for basis of design report (BoD report).*

Task 4: Open House No. 1 - Presentation and Public Comment (February 2025).

The County and Tribe will plan, prepare, and host an open house for the public. The County and Tribe will present information about the proposed project, including the alternative preliminary design approaches developed by the consultant. Consultant will provide figures and maps for inclusion in the presentation and may be expected to present technical aspects of the project to the public. Meeting to be held in Battleground, WA.

***Deliverables:** In-person attendance with supporting design information.*

Task 5: Preferred Alternative Selection (May-July 2025).

Review of design alternatives, evaluation, scoring, and rationale for selection of the preferred alternative. Input will be provided by Clark County, WDFW, and the Tribe. The preferred approach will be developed into a draft preliminary (30%) design.

***Deliverables:** Draft preliminary design report, draft cost estimate, and draft preliminary design drawings.*

Task 6: Open House No. 2 – Information and Q&A session (June 2025).

The County and Tribe will plan, prepare, and host a second open house for the public, which will present the feedback collected during the first open house, the preferred alternative, and information on next steps. Consultant will provide figures and maps for inclusion in the presentation and may be expected to present technical aspects of the project to the public. Meeting to be held in Battleground, WA.

***Deliverables:** In-person attendance with supporting design information.*

Task 7: Revise and Finalize Preliminary Design (August 2025).

Preliminary (roughly 60%) designs will be created per Manual 18, Appendix D requirements. Deliverables: material requirements, excavation/spoil quantities, DEM base map, cost estimate, hydro/hydraulic modeling, geomorphic and sediment assessment, drawings, basis of design report (BOD) summarizing alternatives analysis and selection process. Tribe submittal of final design deliverable September 1, 2025, prior to grant agreement expiration.

***Deliverables:** (Reference Manual 18 Appendix D.) Preliminary design, cost estimate, hydrology/hydraulic modeling, material and excavation quantities, and Basis of Design report.*

If consultant believes there are additional items that should be included or addressed to strengthen the preliminary design planset and Basis of Design report, please include them in your proposal.

RFP-7 COPIES OF BIDDING DOCUMENTS

Obtaining and Use of Bidding Documents

- A. Bidding Documents are available for download at <https://www.cowlitz.org/request-proposals-rfp>.
- B. Complete sets of Bidding Documents must be used in preparing Bids. Neither Tribe, Owner, Engineer, nor Tribe’s Project Representative assumes any responsibility for errors or misinterpretations resulting from use of the Bidding Documents.
- C. Copies of Bidding Documents available on the Tribe’s website address listed above are only for the purpose of developing Bids for the Work and do not confer a license, access, or grant to Bidders for any other use.
- D. In this document the words “proposal” and “bid” are used interchangeably and are intended to include all consultant’s submittals required in response to this RFP that will be reviewed and scored by the Tribe’s scoring committee.

RFP-8 CONSULTANT/BIDDER QUALIFICATIONS

Qualifications

- A. Pre-qualification by the Tribe is not required to submit a Proposal/Bid.
- B. Each proposal and complete bid forms must contain evidence of Bidder's qualification to do business in Washington by including a copy of their current Washington business or consultant's license as applicable.
- C. Tribe shall not consider proposals from entities which have been suspended or debarred, and must present, if asked, certification regarding debarment, suspension and other responsibility matters. Tribe shall and Applicants may consult the System for Award Management (<https://www.sam.gov>) to access the federal list of active suspensions or debarments.
- D. No Bidder shall be considered responsive and responsible if it is engaged in other work that impairs its ability to finance this Contract or to provide adequate labor and equipment for the proper execution of the work required as per project schedule. Each Bidder shall demonstrate its ability to meet all requirements of the Contract by evidence satisfactory to the Tribe.
- E. Experience developing and designing similar sized public-facing restoration projects. engineered log Jams/large wood habitat structures, pedestrian bridge crossings, and wetland and riparian restoration on complex, public facing habitat restoration-related projects with challenging infrastructure constraints.
- F. Experience with design of relevant habitat restoration projects that support natural resource-based recreational opportunities or collaboration with recreational planners/designers to create a cohesive project with similar goals/objectives in the last 10 years.
- G. Experience designing complex habitat restoration-related projects with Federal and State regulatory requirements governing work in environmentally sensitive areas including wetlands and streams that support Federally listed salmon and steelhead and other aquatic life.
- H. Each Proposal/Bid shall contain a detailed summary of the Bidders approach to the Project (Project Approach). The Project Approach shall support/substantiate the requirements in this section and shall address the Selection Criteria outlined in RFP-8 and RFP-25. Project approach shall be scored, and scores used by Tribe to support consultant selection.
- I. Resumes for the consultant's project manager and key staff do not count towards the Project Approach's page limit; however, each resume shall be a maximum of two pages.

Designation of Subcontractors/Key Tasks

- J. Any individual or entity having a direct contract with Bidder for performance of the project shall be identified as a subcontractor and described in the proposal and shall be included as part of the Tribe's evaluation and scoring under RFP-25 (Selection Criteria).

RFP-9 EXAMINATION OF BIDDING DOCUMENTS AND SITE

Bidder's Responsibilities

- A. It is the responsibility of each Bidder before submitting a Bid to:
 - 1. Examine and carefully study the RFP/Bidding Documents and other related data identified in the Documents.
 - 2. Visit the Site to become familiar with and satisfy Bidder as to the general, local, and Site conditions that may affect cost, progress, performance, or furnishing of the Work or that relate to any aspect of the means, methods, techniques, sequences, or procedures of construction to be employed by Bidder and safety precautions and programs incident thereto or that Bidder deems necessary to prepare its Bid for performing and furnishing the Work in accordance with the time, price, and other terms and conditions of the Bidding Documents. Bidder is expected to visit the Site and conduct an alert, heads-up, eyes-open, reasonable examination of the area and the conditions under which the Work is to be performed.
 - 3. Become familiar with and investigate both current and historical weather conditions including precipitation, river stages/flows, and similar conditions that can impact the work, its schedule and its cost.
 - 4. Become familiar with and satisfy Bidder as to all federal, state, and local Laws and Regulations that may affect cost, progress, performance, or furnishing of the Work, including, but not limited to, regulatory permits provided in the Exhibit.
 - 5. Study and carefully correlate Bidder's knowledge and observations with the Bidding Documents and other related data.
 - 6. Promptly notify Owner of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents.

RFP-10 SITE CONDITIONS

Subsurface and Physical Conditions

- A. The Tribe will provide any readily available County-provided technical reports to the selected consultant.
- B. The Tribe makes no representation or warranty, expressed or implied, about moisture conditions and water tables onsite.

Hazardous Environmental Conditions

- A. The Tribe is not aware of any hazardous materials onsite at the time the Bidding Documents were prepared.

Work at the Site by Others

- A. Tribe, County, WDFW, or others (such as the site maintenance/landscaping or other County Contractors) may be intermittently on the site. Selected consultant shall coordinate with Tribe/County prior to conducting fieldwork.

RFP-11 PRE-BID MEETING (MANDATORY)

A Mandatory Pre-Bid Meeting will be held at the site at 10:00 AM on the date listed in RFP-2. We will meet at the small parking area located along the west side of NE 142nd Avenue/SE Grace Avenue in Battleground. We will meet as a group at the parking area near the

substation, and then proceed together on a tour of the Salmon Creek Restoration project site.

Representatives of Tribe, and County (landowner) will be present to discuss the Project. All Bidders are required to attend, sign in, and participate in the meeting, which will include a Site visit and will last approximately three hours. Bidders should come prepared to access all portions of the Site, which includes, but is not limited to traversing steep slopes and forested areas, ponded and wet areas, and potentially walking/crossing tributary streams. Owner will transmit to all prospective Bidders of record such Addenda as Owner considers necessary in response to questions arising at the meeting. Oral statements made during the meeting or at any other time may not be relied upon and will not be binding or legally effective. Bids from Bidders who did not attend the Mandatory Pre-Bid Meeting, sign in, and participate in the entire site visit will not be accepted.

RSVP to the mandatory pre-bid meeting by emailing individuals listed below at least 24 hours prior to the meeting.

Technical Contacts: Justin Isle – Senior Restoration Ecologist/PM (jjisle@cowlitz.org)
503-799-0934 cell
Peter Barber – Habitat Restoration & Conservation Program
Manager (pbarber@cowlitz.org) 360-839-9299 cell

Admin. Contact: Lacey Jacobs – Program Assistant (ljacobs@cowlitz.org)
360-353-9425

RFP-12 ADDITIONAL SITE VIEWING OPPORTUNITY (OPTIONAL)

The site is open to the public and available for Bidders to access at their convenience after the Pre-Bid Meeting. NOTE that any additional site viewing by consultant shall **not** be a substitute for attending the Mandatory Pre-Bid Meeting.

RFP-13 SITE AND OTHER AREAS

Most properties adjacent to the project site are private, with a large portion of the adjacent areas being family residences. Please respect property boundaries and limit your access to the Gordy Jolma Family Natural Area (county property).

RFP-14 INTERPRETATIONS AND ADDENDA

All questions about the meaning or intent of the Bidding Documents are to be directed to the Tribe in writing via e-mail to all contacts listed in RFP-1. Interpretations or clarifications considered necessary by Tribe in response to such questions will be issued by Addenda sent via e-mail to all parties recorded by Tribe as having attended the Mandatory Pre-Bid Meeting. Questions received after 6:00 PM on the date listed in RFP-2 will not be answered. Only questions answered by formal written Addenda will be binding, i.e., written Addenda are the only means for changes to the Bidding Documents prior to the Bid Closing. Oral comments, statements, instructions and other interpretations or clarifications made by Tribe, Landowner, Engineer, Owner's Project Representative, or others will be without legal effect.

Addenda may be issued to clarify, correct, or change the Bidding Documents as deemed

advisable by Tribe. Bidder shall acknowledge receipt of Addenda on the Bid Form.

RFP-15 BID BOND/CONTRACT SECURITY

N/A – Bid/Proposal Bond is not required for this solicitation.

RFP-16 INSURANCE

As evidence of the insurance coverage required by this Contract, Tribe shall require Consultants furnish acceptable insurance certificates with coverage as detailed in the attached contract/agreement prior to commencing work. The certificate will specify all parties who are covered including, but not limited to, the Cowlitz Indian Tribe, Clark County (landowner), and any other landowners who land is accessed. If requested, complete copies of insurance policies, trust agreements, etc. shall be provided to the Tribe. The Consultant shall be financially responsible for all pertinent deductibles, self-insured retentions and/or self-insurance. Bidders may submit a sample certificate of insurance identifying their current coverages/limits with their proposal, and the certificate shall not count toward the proposal page limit.

RFP-17 CONTRACT TIMES

The number of days within which, or the dates by which, the Work (including Milestones) is to be Complete and ready for final payment are set forth in the Schedule, Bid Forms and the Agreement.

RFP-18 DAMAGES FOR DELAY

Provisions for damages for delay are set forth in the Construction Specifications and the Agreement/Contract.

RFP-19 PREPARATION OF BID

Bid Forms and Price Sheets are included with the Bidding Documents.

All blanks on the Bid Form/Price Sheet must be completed by printing in ink, by typewriter, or by completing the electronic version, and the Bid signed. A Bid price shall be indicated for each item and all forms fully completed.

Bid Signatures

- A. A Bid by a corporation must be executed in the corporate name by a corporate officer and attested by the secretary or an assistant secretary. The corporate address and state of incorporation must be shown below the signature.
- B. A Bid by a partnership shall be executed in the partnership name and signed by a partner.
- C. A Bid by a limited liability company shall be executed in the name of the company by a member.
- D. A Bid by an individual shall show the Bidder's name and shall be signed by that individual.
- E. A Bid by a joint venture shall be executed by each joint venture partner in the manner indicated on the Bid Form.

All names must be typed or printed in ink below the signature.

The Bid shall contain an acknowledgement of receipt of all Addenda, the numbers of which must be filled in on the Bid Form.

The Bid shall list all entities that will have a direct contract with Bidder for the performance or furnishing of the parts of the Work identified on the Bid Form.

The address and telephone number for communications regarding the Bid must be shown.

The Bid shall contain the Bidder's Washington Business License and/or Construction Contractors Board license number as applicable to the work being solicited.

Proposal shall be included with Bid Forms addressing requirements outlined in RFP.

RFP-20 BID PRICE

Bidders shall submit a complete Bid Sheet/Price Sheet as included.

The Bid price(s) for all unit cost and lump sum items shall include such amounts as the Bidder deems proper for overhead and profit and any applicable taxes. Bidder shall provide an all-inclusive price.

RFP-21 SUBMITTAL OF BIDS

Proposal/Bid shall be submitted no later than the time specified in RFP-2 and at the following place:

Justin Isle – Senior Restoration Ecologist
Cowlitz Indian Tribe – Natural Resources Department
1055 9th Avenue, Suite A
Longview, WA 98632

All blanks shall be filled in and the Bid Forms/Price Sheets shall be signed. Hand delivered Proposals shall be enclosed in an opaque sealed envelope, marked with the project title, name and address of Bidder, and the notation "PROPOSAL & BID ENCLOSED" on the envelope.

If the Bid is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate outer envelope with the notation "PROPOSAL & BID ENCLOSED" on the face of it and marked with the project title and name and address of the Bidder. Such Bids shall be addressed to:

Justin Isle – Senior Restoration Ecologist
Cowlitz Indian Tribe – Natural Resources Department
1055 9th Avenue, Suite A
Longview, WA 98632

Postmark dates/times **do not qualify** as the Bid Closing date/time.

NOTE: Bids may also be emailed. Email complete Proposal/Bid to both of the following email addresses:

- jisle@cowlitz.org
- ljacobs@cowlitz.org

RFP-22 MODIFICATION AND WITHDRAWAL OF BID

A Proposal/Bid may be modified or withdrawn by an appropriate document duly executed in the manner that a Proposal/Bid must be executed and delivered to the place where the Bids are to be submitted prior to the date and time of Bid Closing.

RFP-23 RECORDING AND OPENING OF PROPOSALS/BIDS

All proposals received shall be recorded on a register of proposals. Tribe staff shall “time stamp” each sealed envelope received prior to the deadline, and then record the company name of each proposal/bid received and the associated time stamp on the register of proposals.

Register of proposals shall be provided to the Natural Resources Department and a project contact from RFP-1 will email a copy of the register of proposals to each company who submitted a proposal/bid as confirmation of receipt.

Proposals and accompanying Bids will then be opened in private by the Tribe. Before scoring, Tribe Selection Committee shall review each Proposal/Bid received to determine responsiveness according to the Pass/Fail requirements outlined below:

- 1) Received by Deadline (P/F)
- 2) Attendance of Bidder (Prime) at Mandatory Job Walk (P/F)
- 3) Contains Proposal with Detailed Approach (P/F)
- 4) Contains Complete Bid Forms (P/F)
- 5) Contains Completed Price Sheet (P/F)
- 6) Contains Copy of Current Washington Business/Consultant’s license (P/F)
- 7) Not Suspended/Debarred (P/F)
- 8) Apparent Capacity to Complete (P/F)
- 9) Experience (P/F)
- 10) Includes Key Staff Resumes (P/F)
- 11) Appropriate Designation of Subcontractors (if applicable) (P/F)

Selection committee members will then evaluate all responsive proposals and assign scores based on the evaluation criteria stated in this RFP.

RFP-24 BIDS TO REMAIN SUBJECT TO ACCEPTANCE

All Proposals/Bids will remain subject to acceptance for 45 days.

RFP-25 SELECTION CRITERIA

Consultants are invited to respond to this RFP at their own cost. The submittal is limited to a maximum of 24 pages (12 sheets if duplex-printed) on 8.5" x 11" paper with a minimum font size 10 (Arial), not including the bid form (bid sheet and price sheet, resumes/bios, or bid bond). The Tribe will not review materials in excess of the 16-page proposal submittal limit. In evaluating Proposals and Bids, Tribe will

first consider whether each Bid is complete and complies with the prescribed documents, requirements, and other data as may be requested in the Bid Form or other associated documents. When evaluating complete and compliant Bids and conducting scoring, the Tribe will evaluate proposal submittals for a Time and Materials (hourly) not to exceed award based on the following required proposal submittals:

1. Cover letter
2. Proposed approach to all tasks and deliverables (site specificity; thoroughness; primary/subordinate and supporting tasks)
3. Key personnel qualifications and demonstrated experience/expertise with restoration design/permitting for large scale habitat restoration in an urban context with infrastructure constraints.
4. Estimate of availability, proposed schedule, and fees (e.g., budgets for lump sum bid items (with subordinate/supporting tasks details and costs) as well as loaded hourly rates.
5. Project and Client References: Include minimum of 5 recent examples of relevant prior habitat restoration projects with references (include project summary, cost, contract duration, bid price and final contract price, and reference contact's current phone and email contact information)
6. Describe ability to respond to the Cowlitz Indian Tribe's time-sensitive schedule, demonstrated ability to work successfully with owners/representatives and regulatory staff on prior stream restoration, fish passage, bridge and culvert replacements and associated infrastructure, and flexibility/efficiency when providing desired deliverables.
7. Bid Sheet
8. Price Sheet
9. Staff resumes

Each proposal received will be scored on the criteria below considering consultant responses to Items 1 through 9 (listed above).

	Criteria	Points
B.	Proposal: Detailed approach to tasks and deliverables	30
C.	Key Personnel: qualifications for restoration project design and permitting	5
D.	Proposed Schedule: estimate of availability and ability to respond to the Cowlitz Indian Tribe's time sensitive schedule. Include detailed schedule	10
E.	Include a minimum of five applicable reference projects with proposal including project name, start date, completion date, bid cost, final cost, client name, current phone number and email, project description/narrative	10
F.	Bid Sheet/Price Sheet	35
G.	Identification of project risks and challenges and proposed approach(es) to addressing and minimizing those risks/challenges.	10
	Total Points Available:	100

The Tribe is interested in working with qualified consultants with the capacity to complete this design project on schedule who have demonstrated experience and expertise designing large-scale instream and habitat restoration projects in an urban and infrastructure rich environment. Qualified consultants will have demonstrated expertise in the development of preliminary design and associated deliverables (per RCO Manual 18, appendix D) and submittals of supporting permitting applications. Consulting firms should have a history of coordinating with the local regulatory agencies and success obtaining state and federal permits to support stream/habitat restoration as well as bridge/culvert infrastructure projects.

Tribe selection committee may check references and research past completed projects to inform the contracting decision and scoring of all proposals and bids submitted. The Tribe will review each proposal and bid, proposed project-specific approach, and bid pricing to identify the top consultants offering the best value to the tribe.

After evaluation and scoring of all responsive Proposals according to the stated selection criteria, the Tribe selection committee will apply tribal preference in accordance with Cowlitz Procurement Code §3-208 Tribal Preference. For this RFP, and based on anticipated total project cost, Tribal Preference shall consist of a 2 percent scoring advantage (e.g., 2 points based on the 100-point scoring matrix for proposals submitted under this RFP). For example, if an Indian-owned business submits a proposal that is scored within 2 points of a non-Indian owned business, then the Tribe could award the project to the Indian-owned business. Preference may also be afforded to minority and women-owned businesses. According to our policy, preference is not required to be afforded to businesses having a poor record or performance. Order of preference (if applicable after scoring, and in case of a tie) is as follows:

- (1) First preference: 100% Cowlitz Tribal Member-owned business;
- (2) Second preference: 51% or greater Cowlitz Tribal Member-owned business;
- (3) Third preference: Businesses owned in part or whole by other Native American owned business. To qualify for this preference, the minimum amount of Native American-ownership of a partially-Native American-owned business is 51% (fifty-one percent).

Upon completion of scoring, the Tribe's selection committee shall confer and select the bidder offering the best value to the Tribe taking price and the other selection criteria (evaluation factors) into consideration. If agreement cannot be reached on budget, Tribe staff will enter negotiations with the lower ranked consultants, in ranked order, until agreement is reached.

The Tribe reserves the right to accept or reject any or all bids, enter into contracts with more than one consultant, and use selected consultant and contract rates on more than one project. The Tribe reserves the right to waive any formal defects or irregularities in the proposals/bids, or to not award the project if deemed to be in the interest of the Tribe or funding agencies (e.g., if costs exceed grant funding). Although not anticipated, the Tribe reserves the right to conduct interviews with the highest scoring bidders, or as described above, the Tribe may opt to open direct negotiations with the Bidder that presents the most qualified, highest scoring submittal.

Tribe may conduct such investigations as Tribe deems necessary to assist in the evaluation of any

Proposal/Bid and to establish the responsibility, qualifications, and financial ability of Bidders, Subcontractors, Suppliers, and other individuals and entities to perform and furnish the Work in accordance with the Bidding Documents. Listed references and other parties may be contacted.

RFP-26 REJECTION OF ALL BIDS AND DISCREPANCIES; AWARD OF CONTRACT

Rejection of All Bids, Discrepancies

- A. Tribe reserves the right to reject any or all Bids, including without limitation noncompliant, non-responsive, unbalanced, unreasonable, or conditional Bids and Bids that exceed funding available for the project. Tribe further reserves the right to reject the Bid of any Bidder whom it finds, after reasonable inquiry and evaluation, to be non-responsive. Tribe may also reject the Bid of any Bidder if Tribe believes making an award to that Bidder would be detrimental to the Project.
- B. No Bidder shall be allowed to develop, submit, or be interested in more than one Bid. However, subcontractors and suppliers may be included in, and have an interest in, more than one Bid.
- C. Tribe reserves the right to waive any formal defects or irregularities in the proposals/bids, or to not award the project or revise quantities if deemed to be in the interest of the Tribe or funding agencies (e.g., if costs exceed project funding).

Award of Contract

- A. If the Contract is to be awarded, Tribe will give Successful Bidder a Notice of Intent to Award within seven business days after the date of the interview. When the Notice of Intent to Award is issued, Tribe will also provide or post an abstract of the Tribe's selection committee evaluations (each Bidder's total price and overall score).
- B. Tribe reserves the right to negotiate contract terms with the Successful Bidder.
- C. If the Contract is awarded, Tribe will award the Contract to the Bidder whose Proposal and Bid is in the best interests of the Project and most advantageous to the Tribe taking into consideration price and the selection criteria (evaluation factors) outlined in the previous sections.
- D. If agreement cannot be reached, Tribe will enter negotiations with lower ranked consultants, in ranked order, until agreement is reached if the project is to be awarded.

RFP-27 CONTRACT SECURITY

N/A— Proposal/Bid bond is not required with consultant submittals.

RFP-28 SIGNING OF AGREEMENT

When Owner gives a Notice of Award to the Successful Consultant, it will be accompanied by the required number of unsigned counterparts of the Agreement with the other Bidding Documents that are identified in the Agreement as attached thereto. Within fourteen days thereafter, Successful Bidder shall sign and deliver the required number of counterparts of the Agreement and attached documents to Owner. Within fourteen days thereafter, Owner shall deliver one fully signed counterpart to Successful Bidder.

RFP-29 PAYMENT DETAILS & OVERVIEW

Prevailing wage rates do not apply to this professional services contract. The selected consultant may submit monthly invoices during the period of performance. For lump sum bid tasks, invoices shall be based on approximate percent complete or as otherwise approved by the CIT Project Manager. If the CIT Project Manager requests additional follow-on tasks, hourly rates from the price sheet shall be used. For these hourly tasks, invoices shall detail and provide a daily record of hours worked and rate for each staff member as per the bid sheet, price sheet and contract (contract attached).

All work done under this contract is subject to grant agreements between the Tribe and Washington State's Recreation and Conservation Office ("RCO"), with all associated requirements included as flow down provisions. Consultant must agree to and ensure compliance with RCO's Standard Terms and Conditions and RCO Manuals, 7, 8, 5, and 18. Applicable grant agreements will be included with the contract and are available upon request.

RFP-29 BID COMPENSATION

Submittal of a Proposal and Bid does not entitle any Bidder to any compensation. Bidder submittals are to be completed entirely at Bidder's own risk. Materials submitted in response to this competitive procurement shall become the property of the Tribe and will not be returned.

EXHIBIT B
CONTRACT/AGREEMENT

CONSULTANT AGREEMENT

Between:

The Cowlitz Indian Tribe on behalf of its Natural Resources Department
P.O. Box 2547
Longview, WA 98632
General Phone: (360) 577-8140
Department Phone: (360) 353-9509
(Hereinafter "Tribe")

and

XXX Consultant XXX
Address
Address
Phone:
(Hereinafter "Consultant")

This Consultant Agreement ("Agreement") is executed by and between Consultant and the Tribe, a federally recognized sovereign nation pursuant to 65 Fed. Reg. 8436 (Feb. 18, 2000). Consultant and Tribe may be collectively referred to herein as the "Parties", and each may be referred to as a "Party".

TERMS & CONDITIONS

1. **Term.** The effective term of this Agreement shall be XXX, 2024 through December 31, 2025 absent a valid termination action in accordance with the express terms of this Agreement.
2. **Consultant Obligations.** The Consultant agrees to perform services as set forth below and detailed in the attached Exhibits A, D, E, F, H, and I (collectively, the "Services").
3. **Designated Staff Contacts.** The following Staff Contacts shall act as the primary points of contact for the Parties during the term of this Agreement. Tribe and Consultant agree that these Staff Contacts are designated for purposes of technical communication and service coordination only, and shall have no authority to authorize any changes, modifications, or addendums to this Agreement. The Parties may from time to time change their designated Staff Contact by giving the other party reasonable notice of such change.

Tribe's Staff Contact: Justin Isle
Phone: 503.799.0934
Email: jisle@cowlitz.org

Consultant's Staff Contact:

Phone:
Email:

4. **Notice; Designated Legal Contacts.** Any and all legal notice required by or issued pursuant to this Agreement must be provided in writing, and shall be delivered postage pre-paid via certified mail or a reputable overnight courier to the following Legal Contacts:
 - 4.1. Legal notice to Consultant shall be at the address set forth on page one of this Agreement, and care of the Consultant's designated staff contact identified above.
 - 4.2. Legal notice to the Tribe shall be to the Cowlitz General Council Chair at the address set forth on page one of this Agreement, with courtesy copies sent to the Tribe's designated Staff Contact listed above, and to the Tribal Attorney of the Cowlitz Indian Tribe Legal Department at P.O. Box 2547 Longview, WA 98632.
 - 4.3. Either party may from time to time change its designated address for legal notice, or designated Legal Contact(s) for notice, by giving the other party reasonable notice of such change in writing.
5. **Change Orders.** Consultant understands and agrees that any material changes, modifications, or addendums to this Agreement and/or the underlying Project must be authorized in writing by the Cowlitz Tribal Council, acting through its designated representative and executed by an individual to whom the Tribe has delegated signature authority.
6. **Compensation.**
 - 6.1. **Maximum Compensation.** The maximum total compensation amount approved by Tribe and payable to Consultant under this contract shall not exceed **XXX (\$XXX)**; which amount shall include any and all compensation for Services and "Eligible Expenses" (including but not limited to mileage, travel, and payment or reimbursement of direct actual costs and expenses), as further described below and set forth in detail in the Services. If the Agreement describes separate and specific maximum compensation amounts for Services and expenses, then at the end of the term of this Agreement, any remaining balance in the amount allocated for expenses may be used by Tribe, at its sole discretion, to cover fees for authorized Services, so long as the total compensation amount set forth above is not exceeded.
 - 6.2. **Rates.** Tribe shall compensate Consultant according to the billing rate(s) and/or fee schedule(s) set forth in Exhibit C, in an amount not to exceed that stated in Section 6.1 above.
 - 6.2.1. Rates are based on a Consultant utilizing a standard forty-hour week with its workforce. Nothing herein prevents the Consultant from setting its own schedule and, consistent with the critical dates specified in the Agreement, completing its work at an accelerated pace; however, Consultant agrees that overtime is not authorized by this Agreement and that hourly rates shall not be

varied by virtue of the Consultant/Contractor having performed work in excess of a standard forty-hour week. The Consultant acknowledges and agrees that, when applicable, and consistent with the limitations specified in this section, it must comply with 40 U.S.C. 3701-3708.

6.3. Eligible Expenses. Consultant may only seek reimbursement for Eligible Expenses, which are those reasonable expenses incurred with the prior written approval of Tribe or its designated representative. For Eligible Expenses, Consultant must provide a receipt or other proper proof of expense to receive reimbursement from Tribe.

6.3.1. **Travel Expenses.** Subject to applicable law, Tribe shall evaluate and determine the reasonableness and allowability of travel expenses in accordance with the standards set forth in 41 C.F.R. Subtitle F, Chapter 301, as amended. Provided, however, that where such standards conflict with any Cowlitz Indian Tribe law or policy, the Cowlitz Indian Tribe law or policy shall govern.

6.3.2. **Ownership of Expensed Items.** Tribe shall retain sole and exclusive ownership of all property — real, movable, and/or intellectual — for which Tribe has provided any reimbursement to Consultant under this Agreement. Consultant shall promptly deliver to Tribe any Cowlitz Indian Tribe property upon request, or at the completion or termination of this Agreement.

6.4. Availability of Funds. Notwithstanding any other provisions of this Agreement, Consultant understands and agrees that compensation for Services and expenses under the terms of this Agreement shall be contingent upon the availability of funds (a) placed to the credit of Tribe in the Treasury of the United States, (b) appropriated by Congress, or (c) from local funds maintained in the name of the Tribe.

6.5. Federal & Grant Funds. Consultant understands and agrees that contracts funded by federal funds or other grant funds may be subject to certain legal requirements. These may include, but are not limited to, those requirements set forth in the United States Office of Management and Budget's Uniform Guidance, 2 C.F.R. Part 200, and/or the terms of an applicable source grant. Consultant agrees to comply with and utilize funds in accordance with all applicable laws, regulations, and guidelines, and in accordance with any applicable grant or contract terms. Consultant understands and agrees that the use of such funds may be subject to audit by the grantor. Consultant shall reimburse Tribe for any costs of the Consultant that are disallowed by a grantor.

6.6. Invoicing & Payment. Consultant shall submit invoices and appropriate supporting documentation to Tribe in accordance with Exhibit A. Unless the Parties agree in writing to different terms, invoice periods shall begin on the first day of each month and end on the last day of each month. Invoices shall be submitted by Consultant to Tribe's designated Staff Contact within fifteen (15) days after the end of the month in which the Services were provided and/or expenses were incurred. Consultant waives the right to receive full payment on invoices submitted more than sixty days following the end of the proper invoice period.

6.6.1. **Progress Reports.** At Tribe's request, or as otherwise agreed upon by the Parties in writing, Consultant shall submit a progress report along with its monthly invoice. Such progress reports should generally include, as attached exhibits, copies of all work product prepared or created by Consultant during the relevant invoice period(s). In addition, at Tribe's request, Consultant will provide oral reports and presentations to the Cowlitz Tribal Council and/or General Council.

6.6.2. **Invoice Issues.** If a question or concern arises regarding an item on an invoice, Tribe shall notify Consultant of the question or concern. Within five (5) business days following such notification, Consultant shall take action to sufficiently explain or correct the item, or Consultant shall be deemed to have waived their right to demand payment for the item.

7. **Maintenance & Retention of Records; Financial Management for Accounting and Audits.** Consultant shall maintain and retain auditable records during the term of this Agreement and for a period of at least three (3) years following the expiration or termination of this Agreement. Consultant shall maintain its records to comply with the Audit Act of 1984, P.L. 98-502 (31 U.S.C. § 7501 et. seq.), as amended, and the Office of Management and Budget's Uniform Guidance requirements set forth at, 2 C.F.R. part 200, Subpart F, as amended. Consultant shall adhere to a systematic accounting method that assures timely and appropriate resolution of audit findings and recommendations in compliance with the Uniform Guidance. Subject to applicable law, Consultant agrees that the Tribe, the grantor agency (if applicable), the Comptroller General of the United States, or any of their duly authorized representatives, shall have timely access to Consultant's records which are pertinent to the subject matter of this Agreement and the performance of obligations contained herein, for the purpose of conducting an audit and/or examination, and/or making copies.

8. **Performance.**

8.1 **Independent Contractor.** Consultant shall employ, at its own expense, all personnel reasonably necessary to perform the Services contemplated by this Agreement. Such personnel shall not be considered Tribe's employees. Consultant shall be responsible to ensure that all personnel engaged in performing Services are fully qualified to undertake the work in accordance with applicable tribal, federal, state, and local laws. Consultant shall at all times in performance of this Agreement operate as, and have the status of, an independent contractor, and will not be an agent or employee of Tribe; nor will Consultant or its personnel be entitled to any employee benefits provided by the Tribe. The Parties are not engaged in a joint venture or partnership. Neither party can represent or bind the other.

8.2 **Discrimination.** Consultant shall not discriminate against any employee or applicant for employment because of handicap, race, age, religion, or sex. Consultant will take affirmative steps to ensure that applicants are employed, and that employees are treated fairly during employment, without regard to their handicap, race, age, religion, or sex.

8.2.1 **Indian Preference.** Notwithstanding the above, Consultant shall, for all work performed on or near the Cowlitz Indian Reservation pursuant to this Agreement,

and consistent with Section 703(i) of the 1964 Civil Rights Act, give preference in employment (including any authorized subcontracts) to equally qualified Indians regardless of their handicap, age, religion or sex. To the extent feasible and consistent with the efficient performance of this Agreement, the Consultant shall provide employment and training opportunities to Indians that are not fully qualified to perform under this Agreement, regardless of their handicap, age, religion or sex. Further, the Consultant shall comply with any applicable Indian preference laws and requirements established by the Cowlitz Indian Tribe.

8.3 Assignment. Consultant shall not assign its interest in this contract, or any part thereof, including its right to receive payment for Services performed, to another party. Any attempt by Consultant to assign any obligations, rights, or fees under this Agreement will be null and void, and Consultant shall be responsible for all expenses, fees, and or costs associated with any unauthorized assignment.

8.4 Taxes, Permits, Fees. Consultant expressly agrees to pay and administer all federal, state and local taxes, permits, licenses, permits, duties, and other expenses incurred or payable in connection with the Services. The foregoing agreement includes, without limitation, payment of taxes based on or related to Consultant's or its Subcontractors' or vendors' labor or income (collectively, "Consultant Taxes"); provided, however, that if Consultant is responsible for payment of the Tribe's taxes under applicable law, unless otherwise instructed by the Tribe or the Tribe is contesting such taxes, Consultant must pay such taxes and Tribe must reimburse Consultant therefor upon submission of evidence of payment. Consultant must promptly provide Tribe with reports or other evidence reasonably acceptable to Tribe showing the payment of Consultant taxes by Consultant. Consultant must cooperate with Tribe to endeavor to minimize any taxes payable Tribe. Consultant must make available to Tribe and claim all applicable sales and/or use or excise tax exemptions, credits or deductions relating to the Services. To the extent Consultant is required by applicable law to collect sales tax from Tribe, Consultant must identify applicable taxes within their budgets and provide evidence of payment or invoice for the sales tax before collecting sales tax from Tribe on materials physically incorporated as part of the Services. Consultant must promptly provide Tribe with evidence reasonably acceptable to Tribe showing the payment of any sales tax by Consultant. Taxes paid by the Tribe hereunder are included within the Maximum Compensation allowed under paragraph 6.1 of this Agreement. Consultant agrees to be solely responsible to secure and pay for any necessary or appropriate permits, fees, licenses, inspections, or other prerequisites necessary for proper performance of the Services contemplated by this Agreement.

8.5 Subcontractors. Consultant shall not be permitted to hire a subcontractor to perform the Services contemplated by this Agreement without the Tribe's express prior written authorization. Any unauthorized attempt by Consultant to subcontract for such Services shall be null and void, and Consultant shall be responsible for all expenses, fees, and costs associated with any such unauthorized subcontract.

9. Representations & Warranties.

9.1. Professional Work. Consultant shall perform Services in a professional, thorough, skillful, and safe manner, consistent with the relevant standard of care expected from professionals with similar credentials and experience, and in accordance with the usual and customary standards accepted in Consultant's profession for similar

projects. Consultant shall notify Tribe of any inconsistencies or errors in Consultant's work that do not meet the aforementioned standards as soon as possible.

9.2. **Compliance with Applicable Laws.** Consultant shall comply with all applicable tribal, federal, state and local laws, regulations, guidelines and policies in performance of Services and fulfillment of duties and obligations pursuant to this Agreement. Consultant represents that it has reviewed, and is familiar with, all laws relevant to the performance of Services under this Agreement.

9.3. **Project Conflicts.** Consultant shall not accept work from any third party during the term of this Agreement that creates a conflict of interest or the appearance of a conflict of interest with the Services.

9.4. **Broad Protection.** All representations and warranties set forth in this section, or memorialized elsewhere in this Agreement and its Exhibits, shall be interpreted expansively to afford the broadest protection available to Tribe.

10. **Access to Records, Personnel, and Facilities.** Subject to applicable law, Tribe will provide Consultant with reasonable access to its personnel, facilities, and records necessary to the performance of this Agreement.

10.1 **Confidential Information.** Where Consultant receives any documents or information typically maintained in confidence by the Tribe ("Confidential Information"), Consultant will, subject to applicable law, make all reasonable efforts to prevent the disclosure of such Confidential Information to any and all third parties. Further, Consultant shall not use the Confidential Information for any purposes other than performance of this Agreement.

11. Work Product.

11.1. **"Work Product" Defined.** "Work Product" includes, but is not limited to, any and all papers, reports, information, drawings, internal memoranda, files, proposals, papers, copyrights, patents, photographs, data, and any written or graphic material, or any other material or property, whether stored electronically or in hard copy, in any and all formats including native formats, and however produced, prepared, collected, generated, or created by the Consultant in connection with this Agreement.

11.2. **Ownership.** Tribe shall own all Work Product associated with this Agreement; and Consultant agrees that it will not retain any interest in such work product, and shall, in accordance with any and all applicable law, turn over any and all Work Product property to Tribe upon the expiration or termination of this Agreement or upon request.

11.3. **Confidentiality.** All Work Product shall be considered highly confidential, and Consultant shall take all necessary measures to maintain that confidentiality, and shall not disclose, publish, or disseminate any Work Product without the express prior written authorization from Tribe. Internally, Consultant shall only disclose Work Product to employees when necessary to perform the Services contemplated by this Agreement; and Consultant shall require all employees to maintain the Work Product's confidentiality.

11.4. **Injunctive Relief.** Consultant acknowledges that the breach or threatened breach by Consultant of the terms and provisions of this Section would cause irreparable injury to the Tribe, which could not be adequately compensated by money damages. Thus, Consultant agrees that Tribe may obtain a restraining order and/or injunction prohibiting Consultant's breach or threatened breach of these provisions in addition to any other legal or equitable remedies. Consultant agrees that this provision is fair and necessary to protect the Tribe's unique political and cultural interests, rights, and confidential information.

12. Insurance.

12.1. **Whether Required.** Insurance IS IS NOT required. (If unchecked, insurance is required.)

12.2. **Generally.** If insurance is required, Consultant shall (subject to applicable law) maintain, at a minimum, the following insurance throughout the term of this Agreement and for a period of three (3) years following substantial completion or termination of the Project, naming Tribe as an additional insured:

- Commercial General Liability Insurance in the amount of at least one million dollars per occurrence and two million dollars aggregate.
- Commercial Automobile Liability Insurance in an amount equal to the greater of either (a) one million dollars for all vehicles used in performance of Services pursuant to this Agreement, or (b) any other amount required by applicable law.
- Worker's Compensation Insurance, Disability Benefits Insurance, and any other insurance required by applicable law.

12.3. **Additional Named Insured.** The following must be listed on all indicated policies as additional insureds:

- Cowlitz Indian Tribe
- Clark County
- Any landowner whose land must be accessed to complete the Services

12.4. **Delivery of Certificates.** If insurance is required, Consultant shall deliver certificates of insurance showing the foregoing coverage within ten days of the start of the work.

12.5. **Cancellation, Termination, and/or Lapse of Insurance.** Consultant agrees to provide Tribe with at least thirty (30) days prior notice of Consultant's intent to cancel, terminate, or allow any insurance policy required herein to lapse during term of this Agreement, and for a period of three (3) years following the expiration or termination of this Agreement.

12.6. **No Subrogation.** Consultant waives all subrogation rights it may have against the Tribe and any of the Tribe's contractors, subcontractors, agents, officers, employees or entities.

13. Indemnification. Consultant agrees to, at its sole expense, hold harmless, indemnify, and at Tribe's sole discretion defend the Tribe and its officers, agents, employees, and assigns against any and all claims, demands, judgments, losses, costs, damages, expenses or other liabilities whatsoever, including court costs and reasonable attorney's fees and expenses, incurred by or claimed against the Tribe, its officers, agents, employees, and/or assigns, that arise out of or are based upon, whether directly or indirectly, Consultant's and/or Consultant's employee's, officers', or agents' errors, actions, omissions, and/or breach of contract related to this Agreement, including, but not limited to, accidents or injuries to persons or property.

The Tribe agrees to, at its sole expense, hold harmless, indemnify, and at Consultant's sole discretion defend the Consultant and its officers, agents, employees, and assigns against any and all claims, demands, judgments, losses, costs, damages, expenses or other liabilities whatsoever, including court costs and reasonable attorney's fees and expenses, incurred by or claimed against the Consultant, its officers, agents, employees, and/or assigns, that arise out of or are based upon, whether directly or indirectly, the Tribe's and/or the Tribe's employee's, officers', or agents' errors, actions, omissions, and/or breach of contract related to this Agreement, including, but not limited to, accidents or injuries to persons or property.

14. Termination.

14.1. **For Convenience.** Either party may terminate this Agreement by giving to the other party at least ninety (90) days prior written notice. The notice shall specify the effective date of termination.

14.2. **For Breach.** Either party may immediately terminate this Agreement by written notice following a material breach by the other party.

14.3. **By Tribal Council Executive Committee.** Notwithstanding anything herein to the contrary, Consultant understands and agrees that the Cowlitz Tribal Council Executive Committee may immediately terminate this Agreement by written notice.

14.4. **Effect.** Upon termination, the obligations of the Parties for the further performance of this Agreement shall cease, but the Parties shall not generally be relieved of the duty to perform their obligations arising up to the date of termination. Termination shall in no way limit or restrict any right or remedy at law or equity which would otherwise be available to Tribe, including, but not limited to, the right to contract with other qualified persons to complete the performance of Services identified in or contemplated by this agreement.

15. Dispute Resolution.

15.1. **Negotiation.** In the event that a dispute arises between the Parties over the performance, interpretation, or enforcement of this Agreement, the Parties in the first instance shall attempt in good faith to resolve the dispute informally through face-to-face negotiations. These negotiations shall take place at the Cowlitz Indian Reservation in Ridgefield, Washington, unless otherwise agreed upon in writing by the Parties. All offers, promises, conduct and statements, whether oral or written, made in the course of the negotiation by any of the Parties, their agents, employees, experts and/or attorneys shall be considered confidential, privileged and inadmissible for any purpose, including impeachment, in any other proceeding involving the Parties. Provided, however, that

evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the negotiations.

16. General Terms.

- 16.1. **Headings.** Headings are provided for convenience and do not affect the meaning of the provisions to which they are affixed.
- 16.2. **Severability.** If any term of this Agreement is to any extent illegal, otherwise invalid, or incapable of being enforced, such term shall be excluded to the extent of such invalidity or unenforceability; all other terms hereof shall remain in full force and effect; and, to the extent permitted and possible, the invalid or unenforceable term shall be deemed replaced by a term that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term.
- 16.3. **Entire Agreement.** This Agreement incorporates all of the agreements, covenants and understandings between the Parties, and supersedes all prior or contemporaneous oral or written agreements between the Parties. No agreement or understanding, verbal or otherwise, of the Parties regarding their responsibilities under this Agreement shall be valid or enforceable unless embodied in the Agreement.
- 16.3.1. **Attachments.** The following documents are hereby incorporated by this reference and made part of this Agreement:
- **Exhibit A – RFP**
 - **Exhibit C – Bid Form/Price Sheet (Bidders Obligations and Representations)**
 - **Exhibit D – Department of Revenue Tribal Habitat Restoration Projects – Sales Tax Exemption**
 - **Exhibit E – Selected Site Photos**
 - **Exhibit F – Project Background Information**
 - **Exhibit G – Grant Agreements (Redacted)(reserved)**
 - **Exhibit H – Tribe’s Q&A Responses / Addenda (reserved)**
 - **Exhibit I – Selected Consultant’s Proposal and Bid (reserved)**
- 16.4. **Survival.** The requirements of Section 7 (Maintenance & Retention of Records; Financial Management for Accounting & Audits), Section 11 (Work Product), Section 13 (Indemnification), and Section 15 (Dispute Resolution) of this Agreement shall survive termination of this Agreement. Further, provisions that, by their nature, are reasonably expected by the Parties to be performed after the expiration or termination of this Agreement shall survive and be enforceable. Any and all liabilities, actual or contingent, which have arisen during the term of and in connection with this Agreement, shall survive the expiration or termination of this Agreement.

- 16.5. **No General Waiver.** Any waiver or failure of the Parties to enforce or insist upon any term in this Agreement does not constitute a general waiver or relinquishment of that term.
- 16.6. **No Construction Against Drafter.** Each party has participated in negotiating and drafting this Agreement. If any ambiguity or question of intent or interpretation arises, this Agreement is to be construed as if the Parties had drafted it jointly, as opposed to being construed against one party because it was responsible for drafting one or more provisions.
- 16.7. **Conflicts.** In the event of a conflict between the terms and conditions of this Agreement and those of a Scope of Work or other exhibit or attachment to this Agreement, the terms and conditions of this Agreement shall be controlling.
- 16.8. **Execution.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Agreement. The counterparts of this Agreement and any ancillary documents may be executed and/or delivered by electronic means by any of the Parties to any other Party and the receiving Party may rely on the receipt of such document so executed or delivered as if the original had been received.
17. **Force Majeure.** This Agreement is subject to force majeure, and is contingent on strikes, accidents, acts of God, weather conditions, fire, and other circumstances that are beyond the control of the Parties. If the terms and conditions of this Agreement are unable to be performed as a result of any cause of force majeure, then this Agreement shall be void, without penalty to any party for such non-performance.
18. **Jurisdiction & Venue.** The validity, interpretation, and performance of this Agreement, and any and all written instruments, agreements, specifications and other writings of whatever nature which relate to or are part of this Agreement, shall be governed by and construed in accordance with the laws of the State of Washington. This Agreement is deemed executed at the Cowlitz Indian Reservation in Ridgefield, Washington. Venue of any court action filed to enforce or interpret the provisions of this Agreement shall be exclusively in the courts of Clark County, Washington. In the event of litigation to enforce the provisions of this Agreement, the prevailing party shall be entitled to reasonable legal fees and expenses in addition to any other relief allowed.
19. **Sovereign Immunity.** Notwithstanding any other terms or provisions of this Agreement, Consultant understands and agrees that the Tribe, by entering into this Agreement, does not waive its sovereign immunity from suit, nor does it waive, alter, or otherwise diminish its sovereign rights, privileges, remedies, or services guaranteed by federal law.
20. **Special Provisions.** In addition to the forgoing terms and conditions, the following requirements are agreed to and shall apply to this Agreement:
- 20.1. Compensation under this Agreement is dependent upon availability of funds to the Tribe under agreements numbered **23-1151P** between the Washington State Recreation and Conservation Office and the Tribe, the contract clauses of which are attached hereto and incorporated by reference herein. In addition to compliance with the other terms of this Agreement, Consultant shall comply with all requirements set

forth in agreements numbered **23-1151P** that are applicable to subcontractors by its terms.

IN WITNESS WHEREOF, we set our hands and seals:

Cowlitz Indian Tribe:

By: _____

Date: _____

Name:

Title:

Consultant:

By: _____

Date: _____

Name:

Title:

Exhibit C
Bid Form/Price Sheet

Salmon Creek Reconnection Project RFP for Preliminary Design Services

Exhibit C.1: Bid Sheet

Cowlitz Indian Tribe - Natural Resources Department
31320 NW 41st Avenue, Ridgefield, WA 98642



Bid Item	Item Description	Total Quantity	Unit	Unit Price	Total Bid Price
1	Task 1 - Kickoff Meeting (Total including all labor, equipment, & all incidentals)	1	JOB	Lump Sum	\$
2	Task 2 - Fieldwork/Data Collection (Total including all labor, equipment, & all incidentals)	1	JOB	Lump Sum	\$
3	Task 3 - Hydrology and Hydraulics (Total including all labor, equipment, & all incidentals)	1	JOB	Lump Sum	\$
4	Task 4 - Open House No. 1 and Public Comment (Total including all labor, equipment, & all incidentals)	1	JOB	Lump Sum	\$
5	Task 5 - Preferred Alternative Selection (Total including all labor, equipment, & all incidentals)	1	JOB	Lump Sum	\$
6	Task 6 - Open House No. 2 - Information and Q&A Session (Total including all labor, equipment, & all incidentals)	1	JOB	Lump Sum	\$
7	Task 7 - Revise and Finalize Preliminary Design (Total including all labor, equipment, & all incidentals)	1	JOB	Lump Sum	\$
SUBTOTAL					
6	Clark County Tax (State 6.5%, County 1.3%)			7.80%	
TOTAL BID					\$

Signature: _____
Name (print): _____
Title: _____

Date: _____

**Salmon Creek Reconnection Project RFP
for Preliminary Design Services
Exhibit C.2: Price Sheet - Hourly Rates for Potential
Follow-On Tasks**



Cowlitz Indian Tribe - Natural Resources Department
31320 NW 41st Avenue, Ridgefield, WA 98642

Items	Staff Name	Title/Level/Position (as applicable)	Unit	Hourly Rate (loaded rate for qualified staff)
1	Staff			
			Hourly	\$
			Hourly	\$
			Hourly	\$
			Hourly	\$
			Hourly	\$
			Hourly	\$
			Hourly	\$
			Hourly	\$
			Hourly	\$
			Hourly	\$
			Hourly	\$
			Hourly	\$
			Hourly	\$
			Hourly	\$
			Hourly	\$

Notes: Price sheet for potential follow-on tasks (if and as needed at direction of CIT Project Manager)

Signature: _____
Name (print): _____
Title: _____

Date: _____

Exhibit D
Department of Revenue Tribal Habitat Restoration Projects – Sales
Tax Exemption



STATE OF WASHINGTON
DEPARTMENT OF REVENUE

RE: Tribal Habitat Restoration Projects – Sales Tax Exemption

Dear retailers,

Tribal Fishing, Hunting, and Gathering Tax Exemption

Retail sales tax does not apply to sales of retail goods and services used in tribal fishing, hunting, and gathering activities when sold to a qualified purchaser, no matter where delivery occurs. This means that retail sales of qualifying goods and services to qualifying tribes are not subject to tax anywhere in Washington. A list of qualifying tribes is available on the Department of Revenue's webpage for Tribal Fishing, Hunting, and Gathering. The Cowlitz Indian Tribe is included on the list of eligible tribes.

Tribal Habitat Restoration Activities

Habitat restoration activities can occur in a variety of ways. The following are examples of habitat restoration activities generally performed for tribes that qualify for the tribal fishing, hunting, and gathering sales tax exemption:

- Excavating, raising, clearing of land.
- Planting vegetation.
- Management of natural resources.
- Charges for labor.
- River, wetland, and riparian restoration.
- Environmental hazard clean-up.
- Installing artificial and natural resources (e.g. boulder collars, logs, erosion materials, etc.)

Required Documentation

To document the exempt nature of sale, the seller will complete a Tribal Fishing, Hunting, and Gathering exemption form, and keep it on file for up to five years. The seller must verify the tribal purchaser's identification, noting the qualifying tribe or intertribal organization, as well as the qualifying good or service. A seller accepting a Tribal Fishing, Hunting, and Gathering form in good faith for retail sales of qualified goods or services made to a qualified purchaser will not be held liable for any uncollected sales tax.

Disclosure

Neither the Department nor the State of Washington intends to create any new rights, or expand, extend, enlarge, or affect in any way the scope of any existing rights beyond the context of potential tax liability. The guidance provided in this notice is limited to the preemption of retail sales tax on sales to qualified purchasers.

Resources:

- [WAC 458-20-192](#).
- [ETA 3235.2022](#) (list of qualifying tribes).
- [Indian Tax Guide](#).
- Tribal Liaison 360-534-1537.

Sincerely,

Kyle Iron Lightning
Kyle Iron Lightning

Tribal Liaison | Tribal Affiliation: Spirit Lake Dakota Nation
Executive Office | Washington State Department of Revenue | Kylei@dor.wa.gov

CC: Cowlitz Indian Tribe

Exhibit E

Selected Site Photos

Exhibit F

Project Background Information

- BG-1 Selected Site Maps
- BG-2 WDFW Fish Passage Reports
- BG-3 Draft County Bridge Inspection Summary Report
- BG-4 Cedars Landing Subdivision Sewer
- BG-5 Cedars Village Subdivision Sewer
- BG-6 Cedars Sewer Repair
- BG-7 – Cedars Pump Station
- BG-8 Salmon Creek Bridge Hydraulic Report (offsite-downstream)
- BG-9 Smith Bridge Hydraulic Report (offsite-upstream)

Exhibit G
Grant Agreements (Redacted)

Reserved for incorporation into the Contract Documents upon award and subsequent negotiations.

Exhibit H
Tribe's Q&A Responses / Addenda

Reserved for incorporation into the Contract Documents upon award and subsequent negotiations.

Exhibit I
Selected Consultant's Proposal and Bid Forms

Reserved for incorporation into the Contract Documents upon award and subsequent negotiations.