



Cowlitz Indian Tribe

Natural Resources Department

Request for Proposals (“RFP”)

Exhibit A

Lower East Fork Grays Restoration & Mitchell Creek Floodplain Reconnection Projects RFP for Silviculture Services Contract

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
Katie Fielding – Restoration Technician
(kfielding@cowlitz.org) (360) 608-5151 cell

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

Critical Dates:

- Mandatory Site Tour (Tentative): April 10, 2024 – 10:00am PST
- Request for Clarification/Question Submittals by: April 16, 2024 – 6:00pm PST
- Response to Questions: est. April 22, 2024 – 6:00pm PST
- **Proposal Submission Deadline: April 25, 2024 – 2:00 pm PST**
- Tentative Award Selection/Contract Award: April 30, 2024
- Anticipated Project Timeline:
 - Alder thinning: May 2024 – May 2025
 - Brushing: May 2024 – February 2025
 - Conifer planting: November 2024 - February 2025
 - Maintenance Allowances: March 2025 – May 2027

Contract Attachments:

- Exhibit A – RFP
- Exhibit B – Contract
- Exhibit C - Bid Sheets for Riparian Thinning and Planting Contract
 - Lower East Fork Grays Restoration Project - Bid Sheet
 - Mitchell Creek Floodplain Reconnection Project – Bid Sheet
- Exhibit D – Price Sheets (Hourly rates for Contingency Tasks)

- Lower East Fork Grays Restoration Project – Price Sheet
- Mitchell Creek Floodplain Reconnection Project – Price Sheet
- Exhibit E – Site Restoration Plan Sheets
- Exhibit F – Example photos
- Exhibit G - Grant Agreements (Redacted) *(Reserved for incorporation into the Contract Documents upon award)*
- Exhibit H - Selected Construction Contractor’s Proposal and Bid Forms *(Reserved for incorporation into the Contract Documents upon award)*
- Exhibit I - Tribe’s Q&A Responses / Addenda *(Reserved for incorporation into the Contract Documents upon award)*

Overview

The Cowlitz Indian Tribe (Tribe - CIT) has secured funding through the Recreation and Conservation Office’s (RCO) to hire a contractor to conduct riparian thinning of aging red alder dominated stands, understory brushing and conifer planting. This work supports overall restoration goals of increasing riparian succession rates by thinning alders and replanting conifers to increase riparian diversity. The proposed approach will promote conifer growth to create a future source of large woody inputs while also helping increase climate resilience.

Contract fallers will thin red alder stands marked for removal within the project area to achieve a reduction in canopy cover, targeting 50% cover or a minimum of 30-foot spacing between remaining trees. Brushing will be conducted in 30-foot diameter clearing circles *where necessary* when designated by Tribe PM. Treated/thinned areas will be planted during the dormant season with Sitka Spruce and Western Red Cedar to increase conifer density in the floodplain and provide a future source of wood to maintain channel and floodplain roughness over time. The project includes the following three tributary reaches of the Grays River/Tributaries:

- 1) Lower East Fork Grays River below the 7200RD crossing consisting of ~4 acres of generally flat floodplain, easily accessible from a recently cleared harvest unit. This work area includes little to no brushing.
- 2) Mitchell Creek – 11 acres (two sites):
 - A. Lower ~6 acres, covering over ¾ of a river mile below the 7200RD bridge crossing of Mitchell Creek. This section is relatively flat and accessible from a recently cleared harvest unit. This work area includes little to no brushing.
 - B. Upper ~5 acres, covering over 1 river mile of Mitchell Creek upstream of the 7200RD crossing. Majority of work sites are best accessed from the 7280RD and by hiking upstream of the old 7280RD crossing of Mitchell Creek, with a few stands downstream of the old 7280RD crossing. This work area includes some brushing, primarily at the upstream end of the project reach.
- 3) Unnamed Left Bank Tributary treatments are best accessed from the 7200RD/7228RD

intersection. This prescribed thinning work largely parallels the 7228RD, covers 1.2 river miles and ~13 acres of treatment, and it will include brushing.

Riparian Treatment Objectives: The contractor will thin alder, clear brush, and plant as directed by the Tribe or the design consultant, Natural Systems Design. The approximate treatment area is defined within the Engineer's project plan set and will be fit in the field to best achieve project goals. Thinning crews will fall marked trees to achieve ~50% canopy cover. Brushing plots will be flagged by design consultant where needed and will be cleared by contractor prior to planting. Planting will be completed during the dormant season between November and February after site improvement actions. Allowances for maintenance are included in the bid and may be added to the contract depending on price, performance and grant funding.

Project Tasks: The contractor must have specialized experience with both stand thinning and tree planting. The contractor must have at least one member with Washington Contract Loggers Association (WCLA) Master Logger certification during thinning and planting. This project requires a thorough understanding of planting requirements of specified species and the sensitive nature of riparian areas to ensure the beneficial restoration actions increase riparian succession rates and plantings have a high survival rate. The major elements in the scope of services are as follows:

1. **Riparian Thinning:** Red Alder is the dominant species throughout the project area and its density delays and/or precludes conifer succession rates. The prescribed alder thinning occurs within a ~28-acre treatment area that includes 23 acres as per the Lower East Fork Grays Restoration Bid Sheet and 5 acres as per the Mitchell Creek Floodplain Reconnection Bid Sheet. The alder thinning will occur in discrete selected areas to reduce canopy cover up to 50% and increase tree spacing to 30 feet apart. This objective will be achieved by falling as many as 75 trees to as few as 1 tree in a half-acre treatment polygon. On average, the trees have a diameter at breast height (DBH) of <18 inches and stands will be thinned by roughly 50 trees felled per acre. Trees will not be felled into the active stream channel.
2. **Select Conifer Enhancement:** Contractor crews will fall identified red alder to promote the growth of young conifers already established within the treatment area.
3. **Conifer Planting:** The Cowlitz Indian Tribe has secured and will purchase bare root plants from Washington Department of Natural Resources (DNR) Webster Forest Nursery in Olympia, WA. Following thinning and understory brushing the contractor will plant 4,200 Sitka Spruce (*Picea sitchensis*), and 420 Western Red Cedar (*Thuja plicata*). The bare-root stock will be planted in the late Fall 2024/early winter of 2025. Sitka Spruce will be planted at a rate of 150 trees/acre. Western Red Cedar will be added for diversity at 15 trees/acre and will be placed in the same hole as a Sitka Spruce or as directed by the Tribe PM. Tree seedling spacing will be variable depending upon site conditions. Planting will not be in a strict grid pattern and planting crews will be directed by Tribe PM to vary planting density appropriately for individual site conditions to maximize survival and success. Bamboo stakes shall be installed with plants, with 18"

stakes sufficient for plants outside of brush plots with 48” stakes required for plants within the brush plots to allow for them to be identified during subsequent maintenance.

4. **Understory Brush Removal/Brushing:** Contractor may be directed to clear understory brush per the direction of the Tribe PM. Shrubs need to be cut off at the ground. Mitchell Creek and the East Fork Grays project areas are relatively open, and the majority of brushing will occur in Left Bank Tributary and at the upstream end of Mitchell Creek.
5. **Supplemental Native/Browse Planting Allowance:** This additional bid item may be added to the contract to allow for the planting of native deciduous shrubs including up to ~500 Sitka Willow, ~500 Scouler’s Willow and ~500 Red Osier Dogwood.
6. **Maintenance Allowances:** Upon contractor’s completion of the initial work, the Tribe may extend the contract for additional time and money to repeat brushing annually and replace any dead seedlings. The extension may be granted based on the first year’s performance, plant survival, and grant funding.

The following per each silviculture tasks are shown on the bid sheet:

Mobilization/Demobilization; Hours of Alder Thinning; Hours of Conifer Planting and Hours of Understory Brushing. Contractor shall provide their hourly rate for each task as well as the maximum number of hours they will require to complete all the work associated with this task. Allowance items will be bid per hour and added to the contract at the Tribe’s discretion. Work on Mitchell Creek is part of two separate projects and separate bid sheets are provided for each respective project site. The Tribe requests that proposals also include a “price sheet” with an hourly rate for support with contingency tasks.

Location

The project site is located on Rayonier’s industrial timberland property, approximately 23 miles northeast of Grays River in Pacific County, Washington. The project reaches are accessible by logging roads with additional access from a recent harvest. The approximate coordinates associated with each site/bid sheet are provided below:

- Lower East Fork Grays Restoration Project Bid Sheet
 - Lower East Fork Grays: 46.4399252, -123.4518182
 - Unnamed Left Bank Tributary: 46.4321228, -123.4535064
 - Lower Mitchell Creek: 46.4426465, -123.4492873
- Mitchell Creek Floodplain Reconnection Project: 46.4477682, -123.4434431

Project Timeline

The completion of thinning in the ~5 acres on upper Mitchell Creek accessed by the 7280RD (Mitchell Creek Floodplain Reconnection Project) is required for 2024 construction prior to June 30, 2024. Alder thinning can occur in the Lower Mitchell Creek and Unnamed Left Bank Tributary project areas any time during between July and October of 2024. The work conducted in the Lower East Fork Grays will need to occur from September 15 - October of

2024, and likely requires coordination with the construction contractor to ensure heavy machinery is clear. All riparian plantings must be installed during November 2024 - February 2025. The Tribe's Natural Resources Department is soliciting bids from qualified contractors who can work cooperatively with Tribe staff and complete each task on schedule.

The selected contractor will coordinate with the Tribe to verify scope of work and cost estimates for hourly support tasks. Depending on contractor rates, availability and funding, the contractor may be requested to assist with additional projects/tasks as directed by the Tribe's Restoration Ecologist.

Contractor's Obligations

The selected contractor shall furnish all supervision, labor, equipment, and tools and incidentals necessary to complete the work as outlined in the overview. The thinning crew must have at least one member with Washington Contract Loggers Association (WCLA) Master Logger certification. The proposal should identify the staff member with the appropriate certification or detail how the contractor will comply with this requirement within the project timeline. The selected contractor will coordinate with Rayonier to obtain permission to access the project site, secure gate keys and abide by Rayonier policies (including gate closed policy and fire policy). The project area is behind locked gates and on private industrial timberland. Tribe and Landowner assume no responsibility for damage to equipment. The contractor shall maintain an adequate workforce at all times to ensure timely completion of tasks.

Payment Schedule and Contract

The selected contractor must agree to comply with all prevailing wage laws (incl. RCW 39.12). The selected consultant may submit monthly invoices during the period of performance. For lump sum bid tasks (if applicable), invoices shall be based on approximate percent complete or as otherwise approved by the Tribe's PM/Restoration Ecologist. For all hourly and contingency hourly task invoices, details shall include a daily record of hours worked and rate for each staff member as per the applicable bid sheet, price sheet and contract (contract attached) as verified in the field by the Tribe's PM/Restoration Ecologist. The Tribe will coordinate with the selected contractor to define scope of services and budget for each applicable support task. All work completed 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. Contractor 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.

Suspension and Debarment

The Cowlitz Indian Tribe will not consider proposals from entities which have been suspended or debarred, and must present, if asked, certification regarding debarment, suspension, and other responsibility matters. Applicants may consult the System for Award Management (<https://www.sam.gov>) to access the federal list of active suspensions or debarments.

Proof of Insurance

As evidence of the insurance coverage required by this Contract, the Tribe will require the Contractor to furnish insurance, including Logger's Broad Form insurance with coverages as detailed in the attached contract prior to commencing work. The certificate(s) will specify all of the parties who are covered including, but not limited to, the Cowlitz Indian Tribe and Rayonier (the landowner). If requested, complete copies of insurance policies, trust agreements, etc. shall be provided to the Tribe. The Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions and/or self-insurance. A certificate of insurance can be provided with the proposal.

Submittals

Contractors are invited to respond to this RFP at their own cost. The submittal is limited to a maximum of 8 pages (4 sheets if duplex-printed) on 8.5" x 11" paper. The Tribe will not review materials in excess of the 8-page proposal submittal limit. Note that staff resumes, bid sheet, and the price sheet are not included in the maximum page count.

The Tribe will evaluate proposal submittals based on the following required submittals:

1. Proposal/Approach: approach to thinning, brushing and planting as well as experience. Contractor may include contingency tasks as appropriate.
2. Key Personnel: qualifications that demonstrate forestry experience in requested areas of project implementation, including brief staff bios or resumes and identify the WCLA master logger. Include contractor office location and key staff locations (if different).
3. Proposed Schedule: estimate of availability and timeline for fieldwork and task completion; describe ability to respond to the Cowlitz Indian Tribe's time sensitive schedule.
4. Project and Client References: provide a minimum of 3 recent examples of relevant prior restoration projects with references (include project summary and current reference contact phone and email information). Demonstrate working successfully with owner/representatives and agency staff on prior riparian projects and flexibility in terms of providing desired deliverables at the least cost possible.
5. Bid Sheet: pricing for silviculture tasks.
6. Price Sheet – Contingency Support: Hourly rates for contingency tasks.

Each proposal received will be scored on the criteria A - F listed below considering contractor responses to Items 1 through 6 (listed above).

	Criteria	Points
A	Proposal: Approach to silviculture tasks	25
B	Key Personnel: qualifications for riparian and restoration projects including WCLA master logger	10
C	Proposed Schedule: estimate of availability and ability to respond to the Cowlitz Indian Tribe's time	5

	sensitive schedule	
D	Project and Client References: 3 relevant projects completed in the last 5 years including up to date client contact information	10
E	Bid Sheets: pricing for silviculture tasks	40
F	Price Sheet: hourly rate for contingency tasks	10
	Total Points Available:	100

The Tribe is interested in working with a qualified contractor with demonstrated expertise in riparian restoration projects requiring falling, thinning, brushing, and planting. To that end, Tribe staff may check references and research past completed projects to inform the contracting decision and scoring. The Tribe will review each proposal to compare approach, anticipated timeline, staff and project experience, bid and time & materials pricing (hourly rates) to identify the first-choice contractor offering the “best value to the Tribe” and then enter into negotiation with the first-choice contractor to award the contract. If agreement cannot be reached on budget, Tribe staff will enter negotiations with the lower ranked contractor, 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 contractor, and use selected company 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 Tribe or funding agencies (e.g., costs exceed grant funding).

Materials submitted in response to this competitive procurement shall become the property of the Cowlitz Indian Tribe and will not be returned. All questions regarding this request for proposals shall be made via e-mail to Justin Isle at jisle@cowlitz.org and kfielding@cowlitz.org. **A hard copy or electronic version (email preferred) of Contractor’s proposal must arrive at the following address before the stated proposal deadline:**

Justin Isle – Senior Restoration Ecologist
Cowlitz Indian Tribe
1055 9th Avenue, Suite A
Longview, WA 98632
Telephone Number (503) 799-0934 Cell

Emailed proposals are preferred. Email proposal to both Justin Isle at jisle@cowlitz.org and Katie Fielding at kfielding@cowlitz.org. If delivering in person, call in advance for office hours and directions.

If interested in submitting a proposal and bid, please **RSVP** to the mandatory job walk/site tour by responding by email by 5:00 pm the day **prior to** the job walk. We will provide meeting location and additional details when you RSVP since the project is behind locked gates. Thank you.

EXHIBIT B

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 Contractor 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 June 15, 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, C, D, E, F, G, 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 Exhibits C, D, and H 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.

1.1. **"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.

1.2. **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.

1.3. **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.

- 1.4. **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.
- Loggers Broad Form in the amount of at least two million dollars per occurrence and three million dollars aggregate.

- 12.3. **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.

- 12.4. **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.

- 12.5. **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 Sheets**
 - **Exhibit D – Price Sheets – Contingency Support**
 - **Exhibit E – Site Restoration Plan Sheets**
 - **Exhibit F – Example Photos**
 - **Exhibit G – Grant Agreements (Redacted)**
 - **Exhibit H – Contractor’s Proposal/Bid**
 - **Exhibit I – Tribe’s Q&A Responses / Addenda**
- 16.4. **Amendments.** No change, amendment, modification, or addendum to this Agreement shall be valid unless it is in writing and executed by authorized representatives of both Parties.
- 16.5. **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.
- 16.6. **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.

- 16.7. **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.
- 16.8. **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.
- 16.9. **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 **20-1177R, 20-1358R & 21-1104R** 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 **20-1177R, 20-1358R & 21-1104R** clauses 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 Sheets
(Prices for Silviculture Tasks)

- Lower East Fork Grays Restoration Project - Bid Sheet
- Mitchell Creek Floodplain Reconnection Project – Bid Sheet

**Lower East Fork Grays Restoration Project
RFP for Silviculture Services Contract
Exhibit C – Bid Sheet**



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

Bid Item	Item Description	Total Quantity	Unit	Unit Price	Total Bid Price
1	Mobilization/Demobilization*	1	LS	\$	\$
2	Alder Thinning (Total hourly rate per person as shown includes all labor, equipment & incidentals)		Hour	\$	\$
3	Conifer Planting (Total hourly rate per person as shown includes all labor, equipment & incidentals & materials)		Hour	\$	\$
4	Understory Brushing (Total hourly rate per person as shown includes all labor, equipment & incidentals)		Hour	\$	\$
				SUBTOTAL	\$
				SALES TAX (8.10%)	\$
				TOTAL BID	\$
Bid Item	Allowance Item Description	Total Quantity	Unit	Unit Price	Total Bid Price
Alt 1	Supplemental Native/Browse Planting (Total hourly rate per person as shown includes all labor, equipment & incidentals as well as materials (bamboo/flagging/etc.)		Hour		
Alt 2	Maintenance Brushing (Total hourly rate per person as shown includes all labor, equipment & incidentals)		Hour	\$	\$
Alt 3	Maintenance Planting (Total hourly rate per person as shown includes all labor, equipment & incidentals & materials purchase)		Hour	\$	\$
Notes: * Mobe/demobe is a one-time lump sum payment and is to include bringing all staff, materials, incidentals, lodging, vehicle/gas and all associated equipment in and out as needed for project completion.				TOTAL BID	\$

Signature: _____ Date: _____

**Mitchell Creek Floodplain Reconnection Project
RFP for Silviculture Services Contract
Exhibit C – Bid Sheet**



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

Bid Item	Item Description	Total Quantity	Unit	Unit Price	Total Bid Price
1	Mobilization/Demobilization*	1	LS	\$	\$
2	Alder Thinning (Total hourly rate per person as shown includes all labor, equipment & incidentals)		Hour	\$	\$
3	Conifer Planting (Total hourly rate per person as shown includes all labor, equipment & incidentals & materials)		Hour	\$	\$
4	Understory Brushing (Total hourly rate per person as shown includes all labor, equipment & incidentals)		Hour	\$	\$
				SUBTOTAL	\$
				SALES TAX (8.10%)	\$
				TOTAL BID	\$
Bid Item	Allowance Item Description	Total Quantity	Unit	Unit Price	Total Bid Price
Alt 1	Supplemental Native/Browse Planting (Total hourly rate per person as shown includes all labor, equipment & incidentals as well as materials (bamboo/flagging/etc.)		Hour	\$	\$
Alt 2	Maintenance Brushing (Total hourly rate per person as shown includes all labor, equipment & incidentals)		Hour	\$	\$
Alt 3	Maintenance Planting (Total hourly rate per person as shown includes all labor, equipment & incidentals & materials purchase)		Hour	\$	\$
Notes:* Mobe/demobe is a one-time lump sum payment and is to include bringing all staff, materials, incidentals, lodging, vehicle/gas and all associated equipment in and out as needed for project completion.				TOTAL BID	\$

Signature: _____ Date: _____

Exhibit D
Price Sheets
(Hourly Rates for Contingency Tasks)

- Lower East Fork Grays Restoration Project - Price Sheet
- Mitchell Creek Floodplain Reconnection Project – Price Sheet

**Lower East Fork Grays Restoration
RFP for Silviculture Services Contract
Exhibit D – Price Sheet: Hourly rates for contingency tasks**

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



Item	Position/Action	Unit	Hourly Rate*
1	Sawyer/ Faller	Hourly	\$
2	Sawyer/ Bucking	Hourly	\$
3	Laborer for Brushing/ Power trimmer	Hourly	\$
4	Laborer/ Planting	Hourly	\$
5	Laborer/ other	Hourly	\$
6	UTV/ATV	Hourly	\$
8	Other:	Hourly	\$
9		Hourly	\$
10		Hourly	\$

Notes: *Hourly rate is a loaded rate for qualified staff being paid prevailing wage as applicable and includes all incidentals.

Signature: _____ Date: _____

Mitchell Creek Floodplain Reconnection Project
RFP for Silviculture Services Contract
Exhibit D – Price Sheet: Hourly rates for contingency tasks

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



Item	Position/Action	Unit	Hourly Rate*
1	Sawyer/ Faller	Hourly	\$
2	Sawyer/ Bucking	Hourly	\$
3	Laborer for Brushing/ Power trimmer	Hourly	\$
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5	Laborer/ other	Hourly	\$
6	UTV/ATV	Hourly	\$
8	Other:	Hourly	\$
9		Hourly	\$
10		Hourly	\$

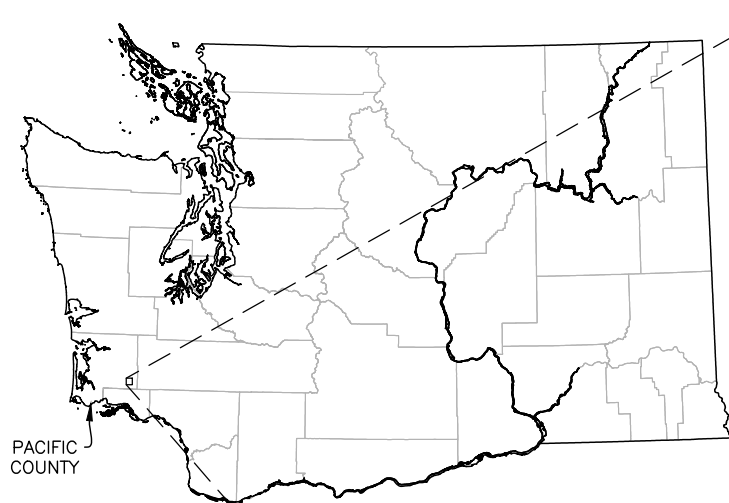
Notes: *Hourly rate is a loaded rate for qualified staff being paid prevailing wage as applicable and includes all incidentals.

Signature: _____ Date: _____

Exhibit E
Site Restoration Plan Sheets

LOWER EAST FORK GRAYS RIVER, MITCHELL CREEK, AND LEFT BANK TRIBUTARY RESTORATION

COWLITZ TRIBE



WASHINGTON STATE
SCALE: 1" = 50 MILES



Sheet List Table	
Sheet Number	Sheet Title
1	COVER SHEET
2	NOTES
3	LEGEND
4	EXISTING CONDITIONS OVERVIEW
5	PROPOSED CONDITIONS OVERVIEW
6	TESC ACCESS STAGING
7	TESC DETAILS
8	LEFG SITE PLAN NORTH
9	LEFG SITE PLAN SOUTH
10	LEFG PROFILE
11	LEFG CONTROL POINTS
12	MITCHELL CREEK SITE PLAN
13	MITCHELL CREEK PROFILE
14	MITCHELL CREEK CROSS-SECTION AND CONTROL POINTS
15	LEFT BANK TRIBUTARY SITE PLAN 1
16	LEFT BANK TRIBUTARY SITE PLAN 2
17	LEFT BANK TRIBUTARY PROFILE
18	LEFT BANK TRIBUTARY CROSS-SECTION AND CONTROL POINTS
19	TYPE 1 ELJ STRUCTURE DETAIL
20	TYPE 1 ELJ LAYERING PLAN
21	TYPE 1 ELJ LAYERING PLAN
22	TYPE 2 ELJ - FULL AND BASE STRUCTURE DETAILS
23	TYPE 2 ELJ CONSTRUCTION SEQUENCE
24	TYPE 2 WOOD LOADING STRUCTURE DETAIL
25	TYPE 3 ELJ STRUCTURE DETAIL
26	TYPE 3 WOOD LOADING STRUCTURE DETAIL
27	TYPICAL DETAILS 1
28	TYPICAL DETAILS 2
29	SITE RESTORATION PLAN
30	RESTORATION DETAILS AND PLANT SCHEDULES

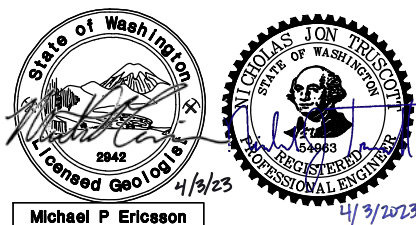
VICINITY MAP
SCALE: 1" = 800'



CONTACT INFORMATION

OWNER: COWLITZ INDIAN TRIBE
ADMINISTRATIVE OFFICE
1055 9TH AVE, STE B
LONGVIEW, WA 98632
(360) 577-8140

ENGINEER: NATURAL SYSTEMS DESIGN, INC
1900 N NORTHLAKE WAY, SUITE 211
SEATTLE, WA 98103
(206) 834-0175



IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING IS NOT PLOTTED TO ORIGINAL SCALE.



NAME OR INITIALS AND DATE	GEOGRAPHIC INFORMATION
DESIGNED: ME, TA, NT	LATITUDE: 46°26'29"N
CHECKED: LE	LONGITUDE: 123°26'18"W
DRAWN: KP, MP	TN/SC/RG: T11N/S6/R6W
CHECKED: NT	DATE: 2/9/2023

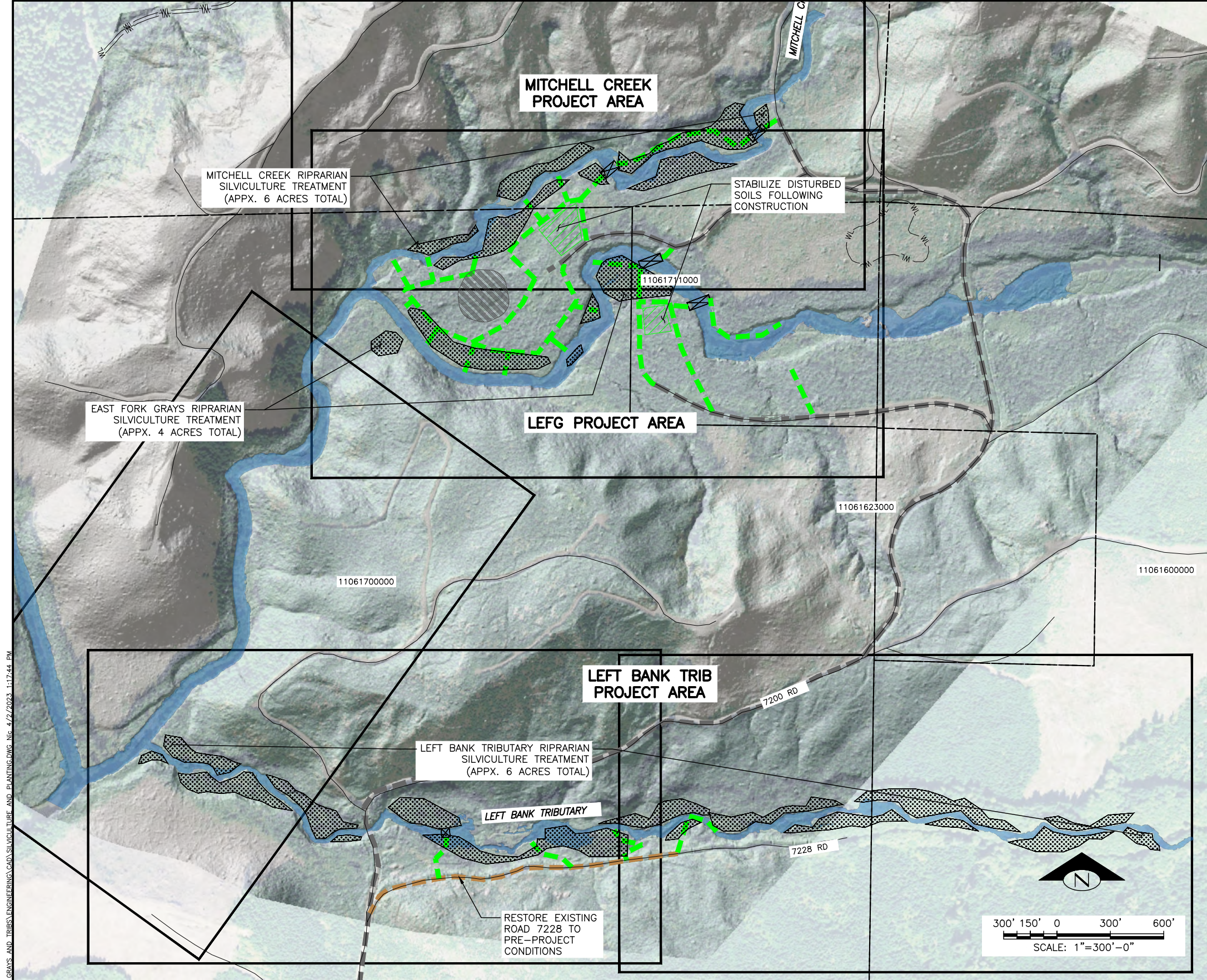
LOWER EAST FORK GRAYS RIVER, MITCHELL CREEK, AND LEFT BANK TRIBUTARY RESTORATION

COVER SHEET

1
SHEET 1 OF 30

N:\PROJECTS\COWLITZ TRIBE\LOWER EF GRAYS AND TRIBUTARY RESTORATION\CAD\COPY SHEET.DWG, No. 4/2/2023, 1:06:17 PM

Apr 02, 2023 FINAL DESIGN



SITE RESTORATION KEY

- RIPARIAN SILVICULTURE AREA
- STAGING AREA RESTORATION
- TEMPORARY OFF-ROAD ACCESS ROUTE TO BE RESTORED
- EXISTING ACCESS ROADS (GRAVEL) TO REMAIN
- RESTORE EXISTING ROAD 7228 TO PRE-PROJECT CONDITIONS

RESTORATION INSTRUCTIONS

1. **STABILIZE DISTURBED SOILS:**
 - 1.1. FOLLOWING CONSTRUCTION, RIP/TILL TO DECOMPACT ALL BARE OR DISTURBED SOILS UTILIZED DURING CONSTRUCTION FOR ACCESS AND STAGING TO A DEPTH OF APPROXIMATELY 12". FOLLOW WITH "ROUTE DECOMMISSIONING SEED MIX" SHOWN BELOW, AND STRAW MULCH OR SLASH AS DIRECTED.
2. **SILVICULTURE/GAP CREATION:**
 - 2.1. THIN DECIDUOUS TREES WITHIN "RIPARIAN SILVICULTURE AREAS" SHOWN ON THE PLANS, PER DIRECTION BY ECOLOGIST OR OWNER'S REPRESENTATIVE, TO ACHIEVE THE FOLLOWING CONDITIONS:
 - 2.1.1. CREATE 1/4 - 1/2 ACRE SIZED GAPS IN FOREST.
 - 2.1.2. CUT BACK UNDERSTORY PLANTS AROUND EXISTING CONIFERS; PROTECT CONIFER TREES AND SEEDLINGS.
 - 2.1.3. THIN 30% OF DECIDUOUS TREE CANOPY.
3. **CLEAR BRUSH PLOTS AND PLANT:**
 - 3.1. WITHIN "RIPARIAN SILVICULTURE AREAS" SHOWN ON THE PLANS, CLEAR UNDERSTORY VEGETATION WITHIN 30-FT DIAMETER CIRCLES, AT A DENSITY OF 16 BRUSH PLOTS PER ACRE. REFER TO DETAIL ON SHEET 30.
 - 3.2. PLANT CLEARED BRUSH PLOTS WITH 6 SITKA SPRUCE SEEDLINGS. REFER TO DETAIL ON SHEET 30.

NOTES

1. ACCESS ROUTES SHOWN ARE APPROXIMATE. ACTUAL AREAS OF DISTURBANCE MAY VARY AND STABILIZATION SHALL BE FIELD FIT PER DIRECTION BY ECOLOGIST OR OWNER'S REPRESENTATIVE.
2. THE TOTAL RIPARIAN SILVICULTURE AREA SHOWN ON THIS PLAN IS 23 ACRES. REFER TO SHEET 30 FOR INDIVIDUAL PROJECT AREA BRUSH PLOTS AND PLANT QUANTITIES.

ROUTE DECOMMISSIONING SEED MIX

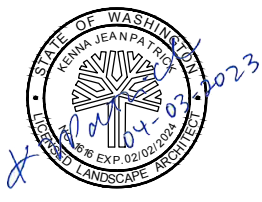
COMMON NAME	PLS (LBS/ACRE)	PERCENT OF MIX BY WEIGHT
Annual ryegrass	40	0.4
Oats	30	0.3
Perennial ryegrass	10	0.1
Red clover (inoculated)	5	0.05
Austrian winter peas	15	0.15

Area to be seeded: 3.2 acres (approx)

NOTES

1. RATES ASSUME >= 90% PLS (PURE LIVE SEED).

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IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING IS NOT PLOTTED TO ORIGINAL SCALE.



NAME OR INITIALS AND DATE	GEOGRAPHIC INFORMATION
DESIGNED ME, TA, NT	LATITUDE 46°26'29"N
CHECKED LE	LONGITUDE 123°26'18"W
DRAWN KP, MP	TN/SC/RG T11N/S6/R6W
CHECKED NT	DATE 2/9/2023

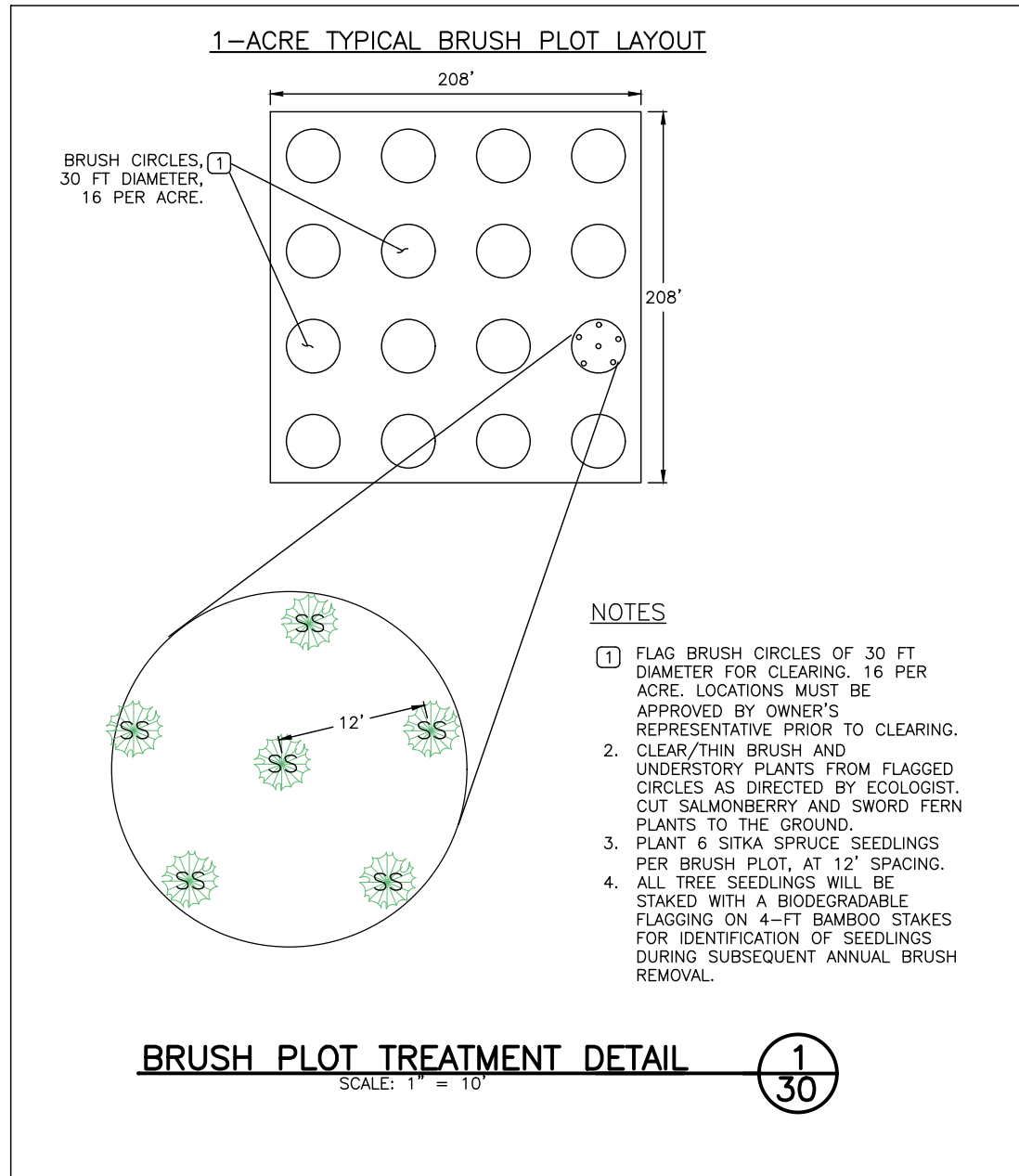
LOWER EAST FORK GRAYS RIVER, MITCHELL CREEK, AND LEFT BANK TRIBUTARY RESTORATION

SITE RESTORATION PLAN

29
SHEET 29 OF 30

Apr 02, 2023 FINAL DESIGN

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NOTES

- 1 FLAG BRUSH CIRCLES OF 30 FT DIAMETER FOR CLEARING. 16 PER ACRE. LOCATIONS MUST BE APPROVED BY OWNER'S REPRESENTATIVE PRIOR TO CLEARING.
2. CLEAR/THIN BRUSH AND UNDERSTORY PLANTS FROM FLAGGED CIRCLES AS DIRECTED BY ECOLOGIST. CUT SALMONBERRY AND SWORD FERN PLANTS TO THE GROUND.
3. PLANT 6 SITKA SPRUCE SEEDLINGS PER BRUSH PLOT, AT 12' SPACING.
4. ALL TREE SEEDLINGS WILL BE STAKED WITH A BIODEGRADABLE FLAGGING ON 4-FT BAMBOO STAKES FOR IDENTIFICATION OF SEEDLINGS DURING SUBSEQUENT ANNUAL BRUSH REMOVAL.

RIPARIAN SILVICULTURE RESTORATION AREAS			
PROJECT AREA	TREATMENT AREA (ACRES)	BRUSH PLOTS (QTY)	SITKA SPRUCE SEEDLINGS TO PLANT (QTY)
MITCHELL CREEK	6	96	576
LEFG	4	64	384
LEFT BANK TRIB	13	208	1,248
TOTAL	23	368	2,208



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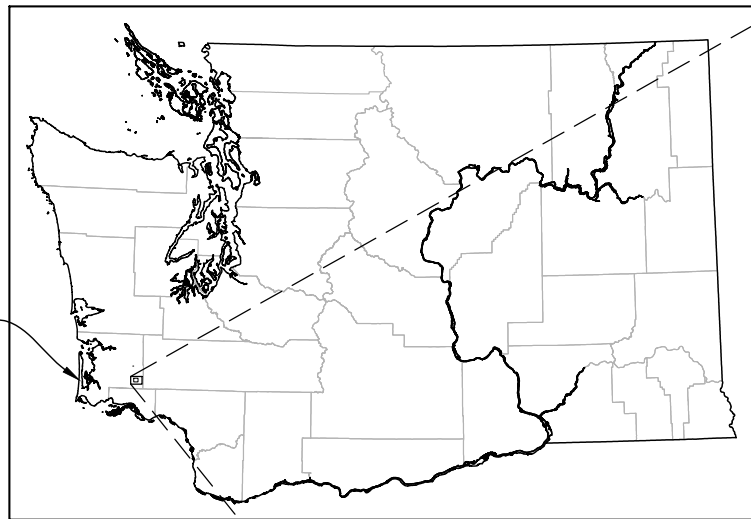
NAME OR INITIALS AND DATE		GEOGRAPHIC INFORMATION	
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CHECKED	LE	LONGITUDE	123°26'18"W
DRAWN	KP, MP	TN/SC/RG	T11N/S6/R6W
CHECKED	NT	DATE	2/9/2023

LOWER EAST FORK GRAYS RIVER, MITCHELL CREEK, AND LEFT BANK TRIBUTARY RESTORATION

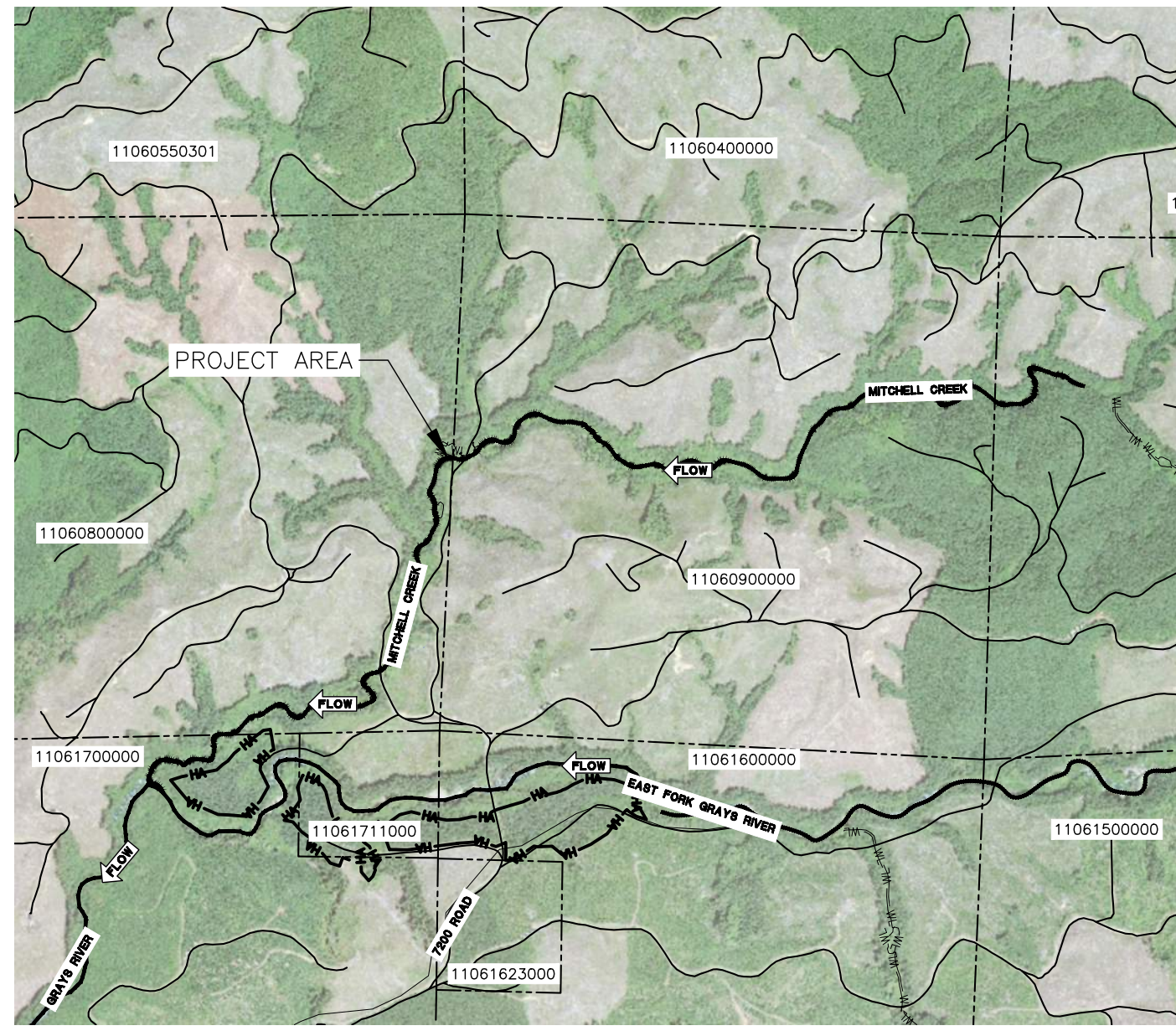
RESTORATION DETAILS AND PLANT SCHEDULES

30
SHEET 30 OF 30

MITCHELL CREEK FLOODPLAIN RECONNECTION PROJECT



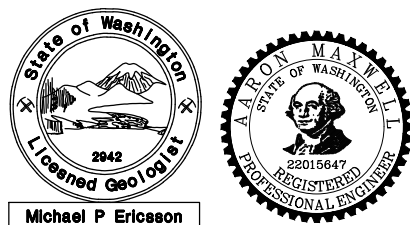
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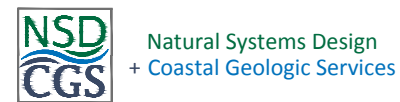
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SCALE: 1" = 800'

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12	TYPE 1 ELJ - LAYERING PLAN 2
13	TYPE 2 ELJ BASE - STRUCTURE DETAIL
14	TYPE 2 ELJ BASE- LAYERING PLAN
15	TYPE 3 ELJ - STRUCTURE DETAIL
16	TESC DETAILS
17	TYPICAL DETAILS
18	RESTORATION SILVICULTURE - SITE PLAN 1
19	RESTORATION SILVICULTURE - SITE PLAN 2
20	RESTORATION SILVICULTURE DETAILS

CONTACT INFORMATION
NATURAL SYSTEMS DESIGN, INC
 1900 N NORTHLAKE WAY, SUITE 211
 SEATTLE, WA 98103
 (206) 834-0175
COWLITZ INDIAN TRIBE
 ADMINISTRATIVE OFFICE
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 (360) 577-8140



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NAME OR INITIALS AND DATE	GEOGRAPHIC INFORMATION
DESIGNED ME, AM, RK, NT	LATITUDE 46°26'29"N
CHECKED NT	LONGITUDE 123°26'18"W
DRAWN TC, MP	TN/SC/RG T11N/S6/R6W
CHECKED AM, ME	DATE FEB. 2024

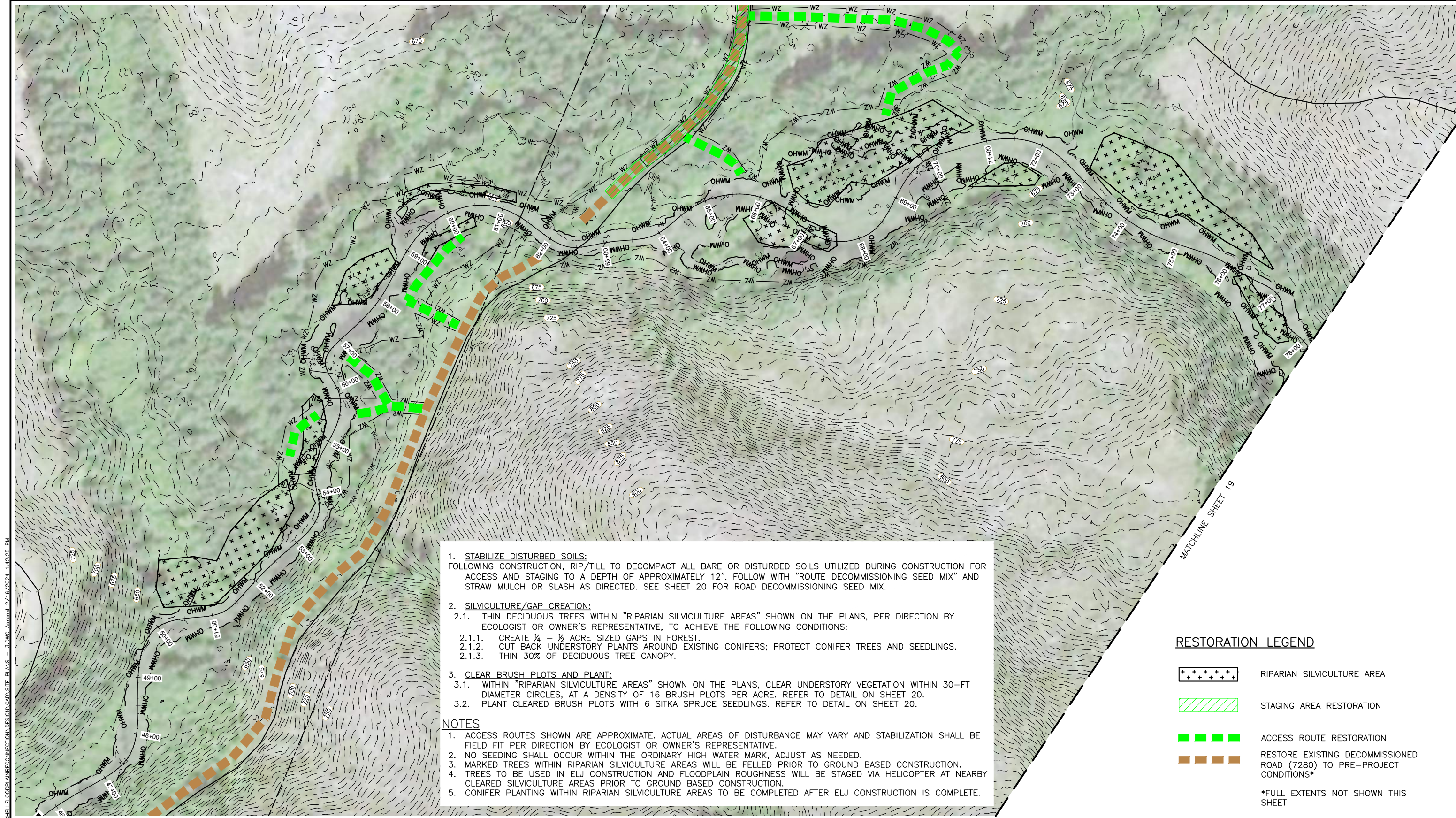
MITCHELL CREEK FLOODPLAIN RECONNECTION PROJECT

COVER

1
 SHEET 1 OF 20

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Feb 16, 2024 DRAFT FINAL NOT FOR CONSTRUCTION

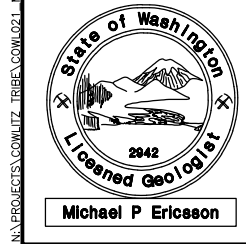
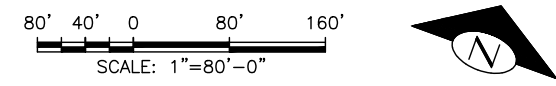


1. **STABILIZE DISTURBED SOILS:**
 FOLLOWING CONSTRUCTION, RIP/TILL TO DECOMPACT ALL BARE OR DISTURBED SOILS UTILIZED DURING CONSTRUCTION FOR ACCESS AND STAGING TO A DEPTH OF APPROXIMATELY 12". FOLLOW WITH "ROUTE DECOMMISSIONING SEED MIX" AND STRAW MULCH OR SLASH AS DIRECTED. SEE SHEET 20 FOR ROAD DECOMMISSIONING SEED MIX.
 2. **SILVICULTURE/GAP CREATION:**
 - 2.1. THIN DECIDUOUS TREES WITHIN "RIPARIAN SILVICULTURE AREAS" SHOWN ON THE PLANS, PER DIRECTION BY ECOLOGIST OR OWNER'S REPRESENTATIVE, TO ACHIEVE THE FOLLOWING CONDITIONS:
 - 2.1.1. CREATE ¼ - ½ ACRE SIZED GAPS IN FOREST.
 - 2.1.2. CUT BACK UNDERSTORY PLANTS AROUND EXISTING CONIFERS; PROTECT CONIFER TREES AND SEEDLINGS.
 - 2.1.3. THIN 30% OF DECIDUOUS TREE CANOPY.
 3. **CLEAR BRUSH PLOTS AND PLANT:**
 - 3.1. WITHIN "RIPARIAN SILVICULTURE AREAS" SHOWN ON THE PLANS, CLEAR UNDERSTORY VEGETATION WITHIN 30-FT DIAMETER CIRCLES, AT A DENSITY OF 16 BRUSH PLOTS PER ACRE. REFER TO DETAIL ON SHEET 20.
 - 3.2. PLANT CLEARED BRUSH PLOTS WITH 6 SITKA SPRUCE SEEDLINGS. REFER TO DETAIL ON SHEET 20.
- NOTES**
1. ACCESS ROUTES SHOWN ARE APPROXIMATE. ACTUAL AREAS OF DISTURBANCE MAY VARY AND STABILIZATION SHALL BE FIELD FIT PER DIRECTION BY ECOLOGIST OR OWNER'S REPRESENTATIVE.
 2. NO SEEDING SHALL OCCUR WITHIN THE ORDINARY HIGH WATER MARK, ADJUST AS NEEDED.
 3. MARKED TREES WITHIN RIPARIAN SILVICULTURE AREAS WILL BE FELLED PRIOR TO GROUND BASED CONSTRUCTION.
 4. TREES TO BE USED IN ELJ CONSTRUCTION AND FLOODPLAIN ROUGHNESS WILL BE STAGED VIA HELICOPTER AT NEARBY CLEARED SILVICULTURE AREAS PRIOR TO GROUND BASED CONSTRUCTION.
 5. CONIFER PLANTING WITHIN RIPARIAN SILVICULTURE AREAS TO BE COMPLETED AFTER ELJ CONSTRUCTION IS COMPLETE.

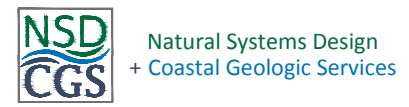
RESTORATION LEGEND

- RIPARIAN SILVICULTURE AREA
- STAGING AREA RESTORATION
- ACCESS ROUTE RESTORATION
- RESTORE EXISTING DECOMMISSIONED ROAD (7280) TO PRE-PROJECT CONDITIONS*

*FULL EXTENTS NOT SHOWN THIS SHEET



IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING IS NOT PLOTTED TO ORIGINAL SCALE.



NAME OR INITIALS AND DATE	GEOGRAPHIC INFORMATION
DESIGNED ME, AM, RK, NT	LATITUDE 46°26'29"N
CHECKED NT	LONGITUDE 123°26'18"W
DRAWN TC, MP	TN/SC/RG T11N/S6/R6W
CHECKED AM, ME	DATE FEB. 2024

MITCHELL CREEK FLOODPLAIN RECONNECTION PROJECT

RESTORATION SILVICULTURE - SITE PLAN 1

18
SHEET 18 OF 20

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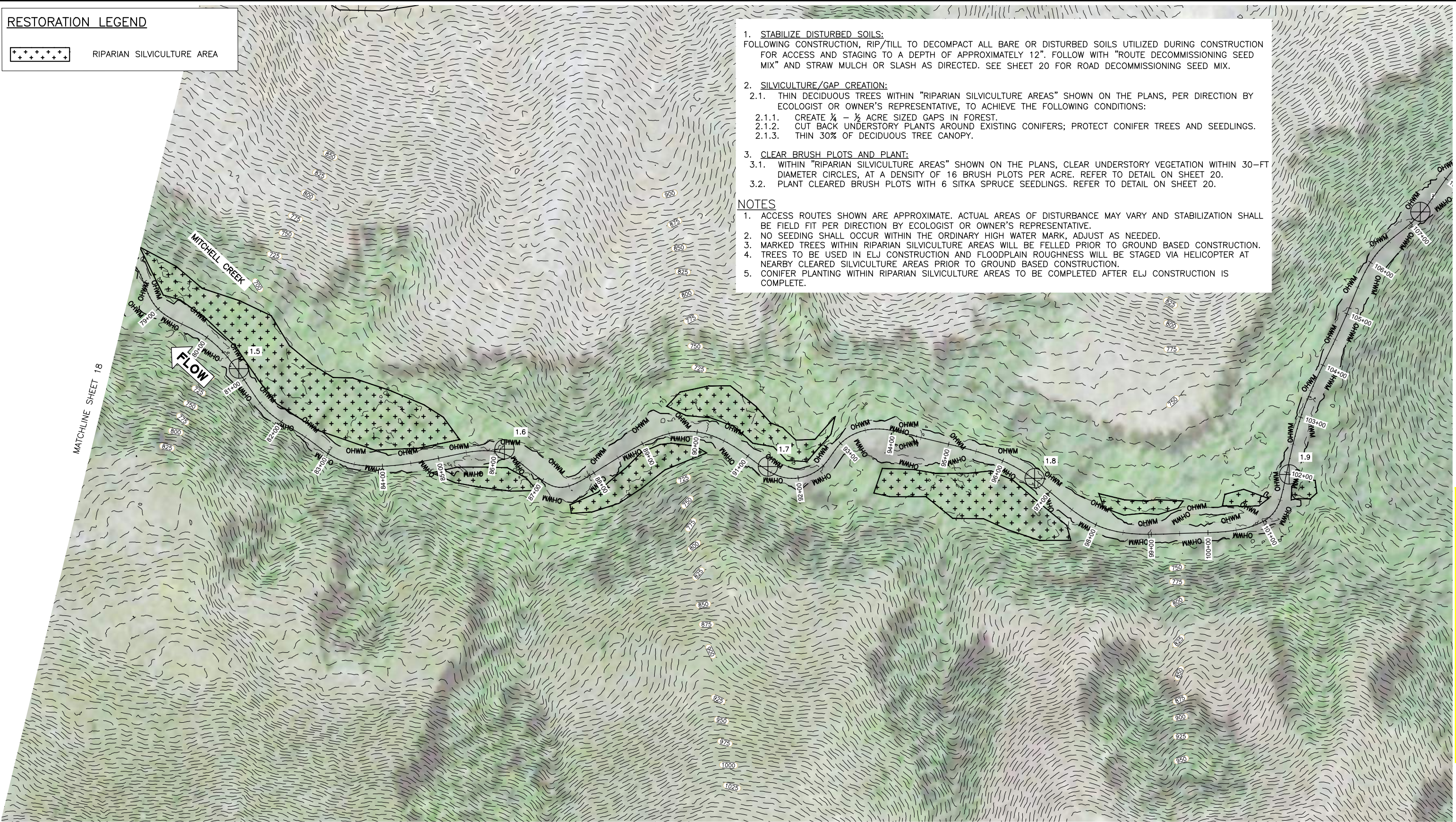
RESTORATION LEGEND

++++ RIPARIAN SILVICULTURE AREA

1. **STABILIZE DISTURBED SOILS:**
 FOLLOWING CONSTRUCTION, RIP/TILL TO DECOMPACT ALL BARE OR DISTURBED SOILS UTILIZED DURING CONSTRUCTION FOR ACCESS AND STAGING TO A DEPTH OF APPROXIMATELY 12". FOLLOW WITH "ROUTE DECOMMISSIONING SEED MIX" AND STRAW MULCH OR SLASH AS DIRECTED. SEE SHEET 20 FOR ROAD DECOMMISSIONING SEED MIX.
2. **SILVICULTURE/GAP CREATION:**
 - 2.1. THIN DECIDUOUS TREES WITHIN "RIPARIAN SILVICULTURE AREAS" SHOWN ON THE PLANS, PER DIRECTION BY ECOLOGIST OR OWNER'S REPRESENTATIVE, TO ACHIEVE THE FOLLOWING CONDITIONS:
 - 2.1.1. CREATE ¼ - ½ ACRE SIZED GAPS IN FOREST.
 - 2.1.2. CUT BACK UNDERSTORY PLANTS AROUND EXISTING CONIFERS; PROTECT CONIFER TREES AND SEEDLINGS.
 - 2.1.3. THIN 30% OF DECIDUOUS TREE CANOPY.
3. **CLEAR BRUSH PLOTS AND PLANT:**
 - 3.1. WITHIN "RIPARIAN SILVICULTURE AREAS" SHOWN ON THE PLANS, CLEAR UNDERSTORY VEGETATION WITHIN 30-FT DIAMETER CIRCLES, AT A DENSITY OF 16 BRUSH PLOTS PER ACRE. REFER TO DETAIL ON SHEET 20.
 - 3.2. PLANT CLEARED BRUSH PLOTS WITH 6 SITKA SPRUCE SEEDLINGS. REFER TO DETAIL ON SHEET 20.

NOTES

1. ACCESS ROUTES SHOWN ARE APPROXIMATE. ACTUAL AREAS OF DISTURBANCE MAY VARY AND STABILIZATION SHALL BE FIELD FIT PER DIRECTION BY ECOLOGIST OR OWNER'S REPRESENTATIVE.
2. NO SEEDING SHALL OCCUR WITHIN THE ORDINARY HIGH WATER MARK, ADJUST AS NEEDED.
3. MARKED TREES WITHIN RIPARIAN SILVICULTURE AREAS WILL BE FELLED PRIOR TO GROUND BASED CONSTRUCTION.
4. TREES TO BE USED IN ELJ CONSTRUCTION AND FLOODPLAIN ROUGHNESS WILL BE STAGED VIA HELICOPTER AT NEARBY CLEARED SILVICULTURE AREAS PRIOR TO GROUND BASED CONSTRUCTION.
5. CONIFER PLANTING WITHIN RIPARIAN SILVICULTURE AREAS TO BE COMPLETED AFTER ELJ CONSTRUCTION IS COMPLETE.



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CHECKED AM, ME	DATE FEB. 2024

MITCHELL CREEK FLOODPLAIN RECONNECTION PROJECT

RESTORATION SILVICULTURE - SITE PLAN 2

19
 SHEET **19** OF **20**

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RESTORATION SILVICULTURE TREATMENTS

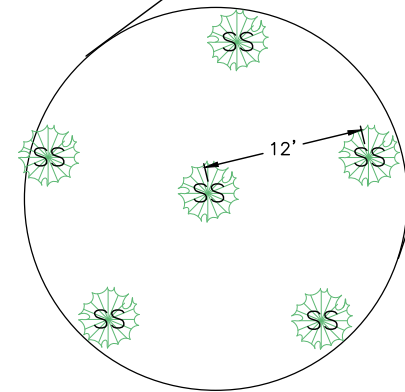
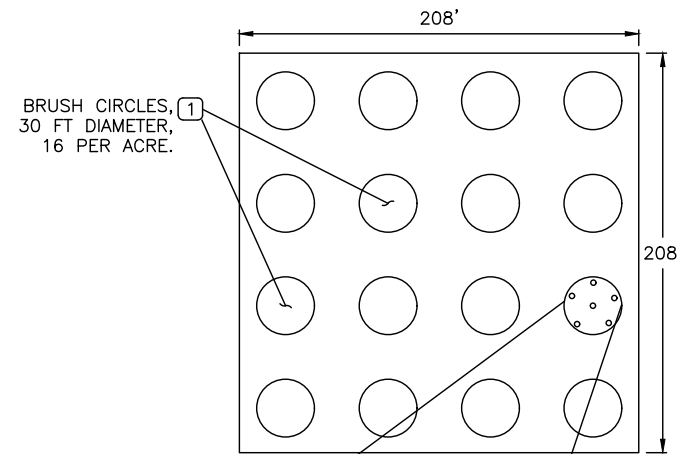
1. BRUSH PLOT CLEARING WITH SITKA SPRUCE PLANTING
2. ALDER STAND THINNING (SILVICULTURE)
3. SITKA SPRUCE AND WESTERN RED CEDAR PLANTING

RESTORATION SILVICULTURE SEQUENCING

NOTE: ALL SILVICULTURE ACTIVITIES SHALL BE DIRECTED BY A QUALIFIED FOREST ECOLOGIST.

1. CONDUCT BRUSH PLOT CLEARING PER DETAIL 2 ON THIS SHEET.
2. CONDUCT TREE FELLING PER SPECIFICATION.
3. IN BRUSH PLOTS, FLAG THE SIX (6) SEEDLING PLANTING LOCATIONS WITH 48-INCH BAMBOO SHOOTS AND FLAGS.
4. PLANT SITKA SPRUCE IN BRUSH PLOT AREAS WHERE FLAGGED.
5. PLANT SITKA SPRUCE AND WESTERN RED CEDAR AT A RATE OF 40 TREES PER ACRE IN MICRO-SITES CREATED BY RED ALDER TREE FELLING TO PROTECT THEM FROM ELK BROWSE. NO CEDAR SHALL BE PLANTED IN OPEN BRUSH PLOTS.
6. IN BRUSH PLOTS, NEW BRUSH GROWTH SHALL BE CUT BACK ANNUALLY FOR FOUR TO FIVE YEARS, OR UNTIL THE AVERAGE TREE SEEDLINGS REACH THE HEIGHT OF SIX (6) FEET (APPROX. 1 METER) TALL.

1-ACRE TYPICAL BRUSH PLOT LAYOUT



NOTES

1. FLAG BRUSH CIRCLES OF 30 FT DIAMETER FOR CLEARING. 16 PER ACRE.
2. CLEAR BRUSH FROM FLAGGED CIRCLES AS DIRECTED BY ECOLOGIST. CUT SALMONBERRY AND SWORD FERN UNDERSTORY PLANTS TO THE GROUND.
3. SIXTEEN BRUSH PLOTS PER ACRE. PLANT 6 SITKA SPRUCE SEEDLINGS PER PLOT/CIRCLE, AT 12' SPACING.

SITKA SPRUCE BRUSH PLOT TREATMENT 1
20

ROAD DECOMMISSIONING SEED MIX

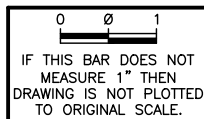
COMMON NAME	PLS LBS/ACRE SEEDING RATE FOR MIX	% OF MIX BY WEIGHT
ANNUAL RYEGRASS	40	0.50
OATS	30	0.35
PERENNIAL RYEGRASS	10	0.10
RED CLOVER (INOCULATED)	5	0.05

NOTES

1. RATES ASSUME ≤90% PLS (PURE LIVE SEED).
2. ABOVE SEED MIX MAY BE ADJUSTED OR ALTERNATIVE EQUIVALENT MIX MAY BE APPROVED BY THE OWNER AND/OR LANDOWNER.

ROAD DECOMMISSIONING SEED MIX 2
20

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MITCHELL CREEK FLOODPLAIN RECONNECTION PROJECT

RESTORATION SILVICULTURE DETAILS

20
SHEET **20** OF **20**

Feb 16, 2024 DRAFT FINAL NOT FOR CONSTRUCTION

Exhibit F
Example photos



Figure 1: Mitchell Creek project site from the Lower East Fork Grays Restoration project demonstrating conditions for thinning, brushing and planting in this area. Note the presence of engineered log jam in the channel.



Figure 2: Trees marked for thinning in the Mitchell Creek Floodplain Reconnection project area. Note that there are not brush plots marked due to the absence of salmon berry or other competitive shrubs.



Figure 3: Trees marked for thinning in the Mitchell Creek Floodplain Reconnection project area. Note that no trees adjacent to the stream bank are marked for harvest to prevent canopy openings from impacting stream conditions.



Figure 4: Marker/flagging (center) for brush plot in the Mitchell Creek Floodplain Reconnection project area. Note the high density of deciduous shrub stems to be brushed.

Exhibit G
Grant Agreements (Redacted)

Reserved for incorporation into the Contract Documents upon award.

Exhibit H
Tribe's Q&A Responses / Addenda

Reserved for incorporation into the Contract Documents upon award.

Exhibit I
Selected Construction Contractor's Proposal and Bid Forms

Reserved for incorporation into the Contract Documents upon award.