Cowlitz Indian Tribe
Natural Resources Department

Request for Proposals ("RFP")

Exhibit A

East Fork Grays River Restoration
Materials Acquisition Contract
(Boulders/Boulder Collars - Delivered)

Technical Contact: Justin Isle – Restoration Ecologist/PM (jisle@cowlitz.org)
503-799-0934 cell

Admin. Contact: Tiffini Johnson – Program Coordinator (tjohnson@cowlitz.org)
360-324-9485

Critical Dates:

- **Site Tour/Job Walk: January 5, 2023 – 10:00am PST**
- Request for Clarification/Question Submittals by: January 13, 2023 – 6:00pm PST
- Response to Questions: est. January 20, 2023 – 6:00pm PST
- **Proposal Submission Deadline: January 25, 2023 – 2:00 pm PST**
- Tentative Award Selection: est. January 30, 2023
- Tentative Contract Award: est. January 30, 2023
- Project Timeline: February 1, 2023 – June 1, 2023
- Project Completion: No later than June 1, 2023

Contract Attachments:

- Exhibit A – RFP
- Exhibit B – Contract
- Exhibit C – Client & Project References Sheet Template
- Exhibit D – Bid Sheet – Boulders/Boulder Collars - Delivered
- Exhibit E – Price Sheet – Ground Based Heavy Equipment/Operator Support
- Exhibit F – Boulder Collar Examples
- Exhibit G – Project Area Maps / Engineering Plan Sheet

Overview

The Cowlitz Indian Tribe (Tribe) has secured grant funding through the Washington Recreation and Conservation Office (RCO), from Washington Coastal Restoration and Resiliency Initiative (WCRRI), and the Salmon Recovery Funding Board (SRFB), to procure materials and implement a large-scale 3.1 mile instream habitat restoration project on the East Fork Grays River and adjacent tributaries (Mitchell Creek & Left Bank Tributary) in Pacific County, Washington.

The Cowlitz Tribe is soliciting proposals from contractors to supply materials for the upcoming project. Specifically, this contract is for the purchase and delivery of boulders and special "boulder collars" needed to create large wood/boulder habitat structures. A "boulder collar" consists of two large boulders that are connected with wire rope (cable) that has been drilled and epoxied, connecting the boulders together (see attached photo appendix). The boulder collars will be used to create large wood/boulder habitat structures on a future project in the East Fork Grays River and adjacent tributaries.

The Tribe is seeking to purchase between 500 and 600 of these boulder collars for projects on the East Fork Grays River and adjacent tributaries. The Tribe is seeking contractors who have specialized equipment and experience in drilling and epoxying boulders together with wire rope (cable) to create boulder collars. An overview of the boulder collar requirements is listed below:

- 2 boulders per collar that are hard, sound, durable, resistant to weathering and fracture) that are ~3500 pounds each;
- New 5/8 non-galvanized wire rope lengths to connect boulders, cleaned per specs;
- Holes drilled in each boulder and cleaned; Hilti HIT 500 epoxy or approved equal used to secure wire rope, connecting the two boulders
- Total weight of each boulder collar shall be between approximately 6500 and 7500 pounds.

The contractor is to:

- Purchase all materials and construct boulder collars per engineer's specifications.
- Deliver boulder collars to the staging area/laydown yard.

Location

The project site is located on industrial timberland owned by Rayonier above the town of Grays River in Pacific County, Washington. The East Fork Grays River site is approximately 10 miles from the Fossil Creek Road intersection with Highway 4. From Highway 4, follow Fossil Creek Road (7000 Road) 7.75 miles to the 7200 Road intersection. Follow the 7200 Road 2 miles to the staging area along the 7255 Road. Coordinates are Lat 46.439226°, Long -123.440277°. An additional (overflow) staging area/laydown yard is located nearby at the ~0.5-mile marker on the 7200 Road if needed. Coordinates for this overflow staging area is Lat 46.423187°, Long -123.459773°.

The Tribe acquired a Right of Entry permit from Rayonier for this property. The contractor must comply with all conditions in the Tribe's Right of Entry permit for delivery of the boulder collars, and must secure a gate key from Rayonier. CB Radios are required to safely navigate through the log truck traffic heading in-bound or out-bound on the 7000 and 7200 Roads. Do not attempt to access this privately-owned property unless permission is granted by Rayonier as the site is behind locked gates.

Project Timeline

The boulder collars will be used during stream restoration construction which will occur from June through September 2023. All boulder collars must be delivered by **June 1, 2023**. The Tribe anticipates this contract will include purchase of up to:

- 369 standard boulder collars with 4 foot wire rope connections;
- 18 helicopter boulder collars with a 4 foot wire rope connection (plus separate helicopter pick line)
- 194 standard boulder collars with 6 foot wire rope connections
- 12 helicopter boulder collars with a 6 foot wire rope connection (plus separate helicopter pick line)

Depending on bid prices and final engineering designs for the upcoming habitat restoration project, the CIT Project Manager may work with the selected Contractor regarding final number to purchase, and/or purchase/delivery of additional materials or other support if funding allows.

Contractor's Obligations

The selected contractor:

- Shall furnish all materials, staff, equipment and tools necessary to safely make and deliver the specified number of boulder collars to the project site per the engineer's specifications and acceptance requirements.
- Shall provide a minimum of **one spill kit** on site (when onsite);
- Shall provide **fire prevention measures** onsite as per Rayonier/DNR requirements (when onsite);
- Shall coordinate with Rayonier to secure a gate key; abide by Rayonier's gate closed policy at all times.

Boulder/Rock Specifications:

- Rocks shall be hard, sound and durable material, free from seams, cracks, and other defects tending to destroy its resistance to weather.
- Rocks shall be well-rounded to sub-angular in shape with high or low sphericity as determined visually according to the visual classification system developed by Powers (1953) with the exception that low sphericity sub-angular boulders will not be allowed. CIT Project Manager/Engineer will coordinate with the contractor to review boulder source/condition and approve.
- Rocks shall be individually weighed and clearly marked with their weight to the nearest 100 lbs.

- No individual rock shall weigh less than 3,000 lbs. or more than 4,000 lbs.
- CIT Project Manager and Project Engineer will work with Contractor to review and approve boulder source.

Boulder/Rock Collar Assembly Specifications

- Rocks used for boulder collar assembly shall be paired such that total collar weight is between 6,500 and 7,500 lbs.; individual weights of rocks shall be within approximately 500 lbs. (for example a rock pair shall not be constructed using rock weights of 3,100 lbs. and 3,900 lbs.).
- Collars shall be assembled with new 5/8" non-galvanized IWRC wire rope (minimum working load limit of 40,000 lbs.) which has not been lubricated with oil.
- Drill a ¾" diameter hole perpendicular to the rock surface to the specified depth of 8 inches.
- Thoroughly clean the drill hole by first using compressed air to blow out the dust from the drilling hole. Next, use a wire brush (e.g., Hilti wire hole brush) to further clean the drill hole, loosening up any remaining dust. The wire brush shall resist installation into drilled hole (e.g., be slightly larger diameter than the hole). Use compressed air again to blow all remaining dust from the drill hole. Alternate between brushing and blowing until dust is no longer visible. No dust shall be detectable on visual or physical inspection. If dust is detected, epoxy will not bond properly, and cleaning steps shall be repeated as necessary.
- Thoroughly clean all epoxy bond surfaces; if necessary, clean with acetone and allow to fully dry. Wire must be clean and dry.
- Add epoxy to the drill hole per manufacturer instructions. The volume of epoxy added shall be such that when the wire rope is inserted to the specified depth a small amount of epoxy oozes out of the top of the pilot hole.
- Allow epoxy to cure fully prior to handling and testing.
- Epoxy used shall be Hilti HIT-RE 500 (or approved equal).
- All completed collars shall be tested (lift/pull test) to ensure proper bonding of epoxy at all connections.
- Total assembled collar weight shall be clearly marked on each assembled and tested collar.

Wire Rope Specifications

- Wire rope lengths between rock surfaces shall be as specified in the drawings/plans (attached). All wire shall be new wire, and thoroughly cleaned of all greases or equivalents to allow for full adhesion.
- When constructed for helicopter placement (e.g., helicopter boulder collars), an additional "pick cable" must be epoxied opposite of the cable between the rocks. The pick cable shall:
    - Use the same 5/8" diameter IWRC wire rope as the connecting wire rope;
    - Be installed in line and opposite of the connecting wire rope;

- Be installed in the smaller of the two rocks used in the collar;
- Be embedded a total length of 12 inches;
- Be fitted at the end with a swaged choker nubbin/cable stop compatible with the apparatus used by the helicopter to lift and place the assembled boulder collar.

Delivery Specifications

- All boulder collars would be prepared offsite at the contractor's yard, rock pit, or equivalent.
- Contractor shall transport boulder collars to the specified staging area/laydown yard off the 7200 Road via dump truck, end dump, lowboy, or equivalent.
- Contractor shall offload the boulder collars from delivery vehicle using excavator, log loader/shovel or equivalent to avoid damage to boulder collars, unless otherwise approved by the CIT Project Manager/Engineer in writing.
- Boulder collars shall meet specifications and acceptance criteria after offloading at laydown yard.

Ground Based Heavy Equipment/Operator Support (Hourly)

- In coordination and with the approval of CIT and Rayonier, Contractor may need to modify delivery site to ensure safe delivery of boulder collars and the preservation of Rayonier's property and/or conduct sorting, cleanup or related tasks as directed by the CIT Project Manager. Contractor shall have and maintain staff and equipment, to include all necessary heavy equipment, to safely move earth, debris, and boulder collars around the deliver site. This hourly task shall also include boulder collar testing (pull test) for boulder collar acceptance as directed by CIT Project Manager/Engineer after contractor has delivered boulders.

The CIT Project Manager and/or Project Engineer will be available to meet with the selected contractor to review/approve boulder source/pit, meet to review boulder collar assembly approaches, clarify specifications, answer contractor questions, and review, inspect document pull tests after boulder delivery, and accept/approve for payment.

Contractor shall maintain an adequate work force at all times to ensure timely completion of the work. Crew members shall utilize appropriate safety equipment at all times, as per industry standard and Rayonier requirements. This includes Contractor compliance with all applicable federal and state laws and Rayonier/DNR requirements relating to fire prevention. The staging area/laydown yard (delivery site) is behind a locked gate; however, CIT and Rayonier assume no responsibility for damage to equipment.

Payment Schedule and Contract

The selected contractor may submit up to five invoices during the period of performance. Progress payments (e.g., invoices) are intended to allow for contractor purchase/reimbursement of materials, etc. prior to final delivery of the boulder collars. Progress payments/invoices shall

be coordinated with, and are subject to approval by, CIT Project Manager. Retainage of 5% of each invoice may be required, and shall be paid with final invoice upon delivery and inspection of all boulder collars. Contract is included with this RFP. Prevailing wage rates do not apply to this contract.

CIT Project Manager in coordination with the Contractor's Project Manager/Superintendent will maintain a record of boulder collars (type/number) delivered to the site for invoicing and payment. Measurement for payment will be based on the actual number boulder collars delivered, offloaded, and accepted per specifications at the staging area/laydown yard. Testing for acceptance shall occur at laydown yard with CIT Project Manager/Engineer.

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 furnish acceptable insurance certificates with coverage as detailed in the attached contract prior to commencing work. The certificate 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 may be provided with proposal.

Bonding

A bid bond for 5% of the contractor's total bid amount and performance/payment bonds will be required for the total amount awarded by the contract. Bonds shall be provided on standard surety forms.

Submittals

Contractors are invited to respond to this RFP at their own cost. The submittal is limited to a maximum of 12 pages (6 sheets if duplex-printed) on 8.5" x 11" paper, not including the bid sheet and price sheet. The Tribe will not review materials in excess of the 12-page submittal limit.

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

1. Brief Approach to this project, and Company Experience with creating boulder collars to support stream restoration projects / stream restoration construction. Proposed rock sources, methods, delivery/offloading, etc.
2. Schedule/Availability: Estimate of contractor availability and proposed schedule for boulder collars and their delivery.
3. Client References for 3 project examples that may include creation of boulder collars, delivery of boulders, and/or similar stream/habitat restoration construction projects completed within the last 5 years;
4. Key Personnel/Expertise: Project Manager, Supervisor/foreman experience, labor/ground crew;
5. Proposed Equipment and any Specialty Equipment;
6. Bid Sheet: Boulders and Boulder Collars (Delivered)
7. Price Sheet: Ground Based Heavy Equipment/Operator Support
8. Bid Bond
9. Describe ability to respond to the Cowlitz Indian Tribe's time-sensitive schedule, demonstrated ability to work successfully with Tribes, Timber companies, or similar owners on prior stream/habitat restoration projects.

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

	Criteria	Points
A.	Contractor Experience & References	10
B.	Contractor Approach & Safety	10
C.	Contractor Equipment	10
D.	Contractor Pricing	70
	Total Points Available:	100

The Tribe is interested in working with qualified contractors who have demonstrated expertise in stream and habitat restoration projects. To that end, Tribe staff will check references and research past completed projects to inform the contracting decision and scoring. The Tribe will review each proposal, proposed approach and pricing 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 contractors, 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 contractor 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 or reduce the scope if deemed to be in the interest of the Tribe or funding agencies (e.g., if 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. Responses to questions shall be sent via email to all contractors that have expressed interest in submitting a proposal. No inquiries will be answered if received after 6:00 PM on January 13, 2023. **A hard copy or electronic version (email preferred) of Contractor's proposal must arrive at the following address no later than 2:00 PM on January 25, 2023:**

Justin Isle - Restoration Ecologist
Cowlitz Indian Tribe
1055 9th Avenue, Suite A
Longview, WA 98632
Telephone Number (503) 799-0934 Cell, or email jisle@cowlitz.org
If delivering proposal in person, please call in advance for office hours and directions.

If interested in submitting a proposal and bid, **please RSVP to the job walk/site tour by responding to my email**. **RSVP is required as job site is behind locked gates.** We will provide meeting location and additional details when you RSVP. 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")

CONSULTANT NAME
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 February XX, 2023 through June 1, 2023 XXX 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 "Exhibit A — Scope of Work" (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:
   Phone:
   Email:

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 XXXXXXXXXXXXXX ($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 attached "Exhibit A — Scope of Work". If Exhibit A 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 A in an amount not to exceed that stated in Section 6.1 above.

   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 *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.

8.4 *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.

8.5 *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.

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. *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 – Client & Project References Sheet Template**
- **Exhibit D – Bid Sheet – Boulders and Boulder Collars (Delivered)**
- **Exhibit E –Price Sheet – Ground Based Support Heavy Equipment/Operator Support**
- **Exhibit F – Boulder Collar Examples**
- **Exhibit G - Project Area Map / Engineering Plan Sheet**

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 20-1358 and 20-1177 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 20-1358 and 20-1177's clauses that are applicable to subcontractors by its terms.

IN WITNESS WHEREOF, we set our hands and seals:

[Signature page(s) to follow.]

Cowlitz Indian Tribe:

By: _____

Date: _____

Name:
Title:

Consultant:

By: _____

Date: _____

Name:
Title:

Exhibit C – Client & Project References

(Please provide 3 Client/Project References for Projects Completed in the last 5 Years –
Include this form with Proposal and Price Sheet[s], or attach equivalent/similar project reference pages)

Project Name / Completion Date: _____
Client Name: _____
Client Phone: _____
Client Email: _____
Brief Project Description: _____
_____
_____
_____
_____
_____
_____

Project Name / Completion Date: _____
Client Name: _____
Client Phone: _____
Client Email: _____
Brief Project Description: _____
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Project Name / Completion Date: _____
Client Name: _____
Client Phone: _____
Client Email: _____
Brief Project Description: _____
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Exhibit D
Bid Sheet – Materials Acquisition Contract
(Boulders/Boulder Collars – Delivered)

East Fork Grays River Restoration - Materials Acquisition Contract, (Boulders/Boulder Collars - Delivered)

Exhibit D: Bid Sheet (Boulders/Boulder Collars - Delivered)

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

Bid Item	Item Description	Total Est. Quantity*	Unit	Unit Price	Total Bid Price
1	**Boulder Collars - 4 foot wire length - Delivered** (Total for all materials, equipment, labor, fabrication, delivery, offload, applicable tax and incidentals)	369	each	$	$
2	**Helicopter Boulder Collars - 4 ft wire length - Delivered** (Total for all materials, equipment, labor, fabrication, delivery, offload, applicable tax and incidentals)	18	each	$	$
3	**Boulder Collars - 6 foot wire length - Delivered** (Total for all materials, equipment, labor, fabrication, delivery, offload, applicable tax and incidentals)	194	each	$	$
4	**Helicopter Boulder Collars - 6 foot wire length - Delivered** (Total for all materials, equipment, labor, fabrication, delivery, offload, applicable tax, and incidentals)	12	each	$	$
				TOTAL BID	$

*Notes: Quantites are estimates based on current engineering design plans. Quantity of each item needed may go up or down depending on final designs, and overall project funding. CIT Project Manager will coordinate with selected contractor on final quantities to be purchased. Bid price to include total for all materials, equipment, labor, fabrication, applicable taxes, delivery, and incidentals.

Signature: _____ Date: _____

Exhibit E
Price Sheet – Hourly Ground Based Heavy Equipment/Operator Support & Misc. Materials

East Fork Grays River Restoration - Materials Acquisition Contract, Exhibit E: Price Sheet

(Hourly Ground Based Heavy Equip/Operator Support & Misc. Materials)

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

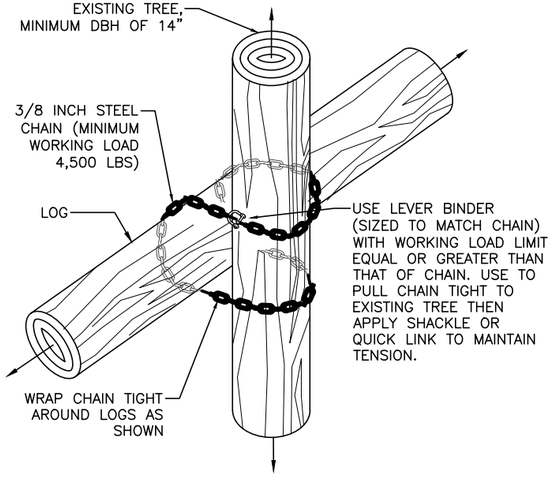
Bid Items	Item Description	Equipment (Specify Make/Model)	Equipment Mobe/Demobe (billed 1 time)	Unit	Hourly Rate (loaded rate for equipment, qualified operator, fuel, etc)*
1	**Heavy Equipment w/ Operator**				
	Class 300 excavator w/ thumb or 360 clamshell (JD 300 or equiv.) with Operator		$	Hourly	$
	Class 200 excavator w/ thumb or 360 clamshell (JD 200 or equiv.) with Operator		$	Hourly	$
	JD 130 or equivalent excavator w/ thumb (~30,000 lbs) with Operator		$	Hourly	$
	JD 85 excavator or equivalent w/ thumb and operator (~20,000 pounds) with Operator		$	Hourly	$
	Other:		$	Hourly	$
	Log Loader/Shovel (Linkbelt 3740/4040 or equivalent) with Operator - Onsite/Prevailing		$	Hourly	$
	Log Loader/Shovel (Linkbelt 5040 or equivalent) with Operator - Onsite/Prevailing		$	Hourly	$
	Other:		$		$
	Other:				
	Dump Truck (10-12 CY)		N/A	Hourly	$
	End dump (~24 CY)		N/A	Hourly	$
	Lowboy		N/A	Hourly	$
	Other:			Hourly	$
2	**Staff**				
	Laborer		N/A	Hourly	$
	Superintendent		N/A	Hourly	$
3	**Materials**	**Tons***	Price per ton delivered	Units	
	5/8 or 3/4 minus or open	45	$	Tons	$
	1 1/2 or 1 1/4 minus or open	45	$	Tons	$
	3 inch minus	45	$	Tons	$
	6 inch minus / jaw run	45	$	Tons	$
	3-4 foot boulders	45	$	Tons	$

Notes: *Equipment rates listed above may be used to address additional or out of scope tasks. Mobe/demobe is a one-time payment and would be paid if equipment not already onsite. Other sized excavators/heavy equipment may also be listed with your loaded hourly rates. Quantities are estimates - Additional materials may be purchased depending on final engineering plans, and/or landlowner requests and available funding.

Signature: _____ Date: _____

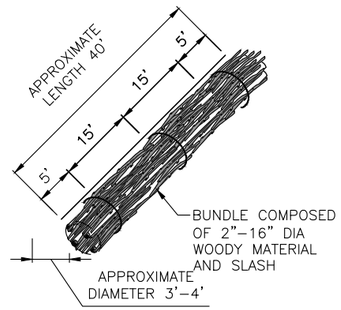
Exhibit F
(Boulder Collar Examples)

Exhibit G
(Project Area Maps / Engineering Plan Sheets)



LOG–TO–TREE CHAIN LASHING 1/25

NOT TO SCALE

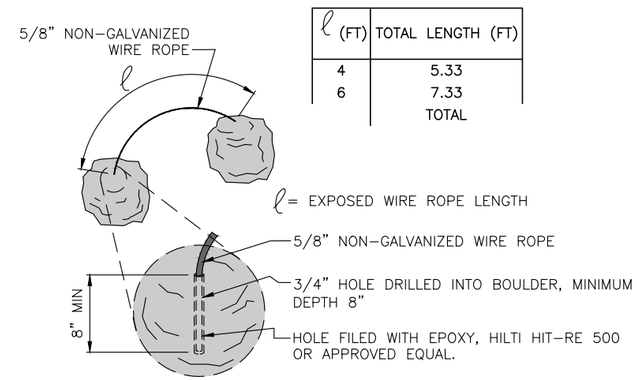


NOTES

1. FOLLOWING BINDING BY 1–1/8 IN. DIA. MANILA ROPE WITH MINIMUM TENSILE STRENGTH OF 10,000 LBS., EACH BUNDLE SHALL BE TESTED TO ENSURE ALL INDIVIDUAL PIECES ARE SECURE FOR TRANSPORT.
2. MATERIAL FOR RACKING BUNDLE SHALL BE VARIABLE IN SIZE AND LENGTH TO CREATE COMPLEX ASSEMBLEDGE.
3. TOTAL WEIGHT OF RACKING BUNDLE SHALL NOT EXCEED 10,000 LBS.
4. MATERIAL FOR RACKING COMPOSED OF LOGS, BRANCHES, AND SLASH WITH VARYING LENGTHS.

RACKING BUNDLE DETAIL 2/25

NOT TO SCALE



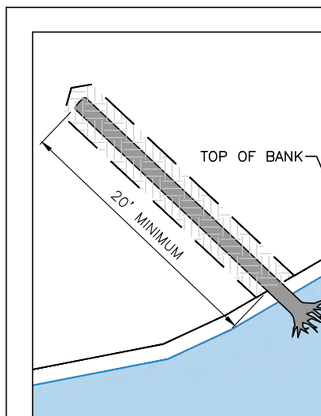
ℓ (FT)	TOTAL LENGTH (FT)
4	5.33
6	7.33
	TOTAL

NOTES:

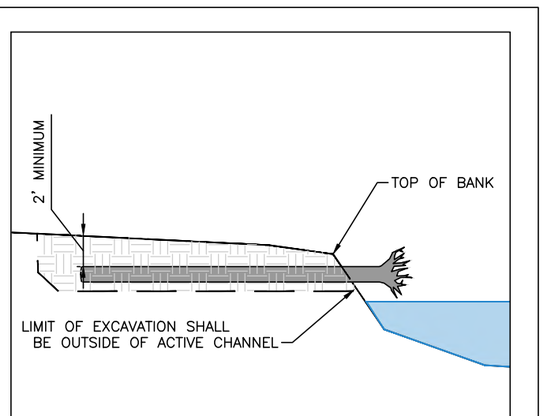
1. FOLLOWING EPOXY CURE, EACH ROCK COLLAR SHALL BE TESTED TO ENSURE PROPER BONDING.
2. APPROXIMATE ROCK DIAMETER AVERAGE DIMENSION IS 3–4 FT. MAXIMUM ROCK DIAMETER 4–FT. ACCEPTANCE OF ROCKS SHALL BE BASED ON WEIGHT, SHAPE, AND SOUNDNESS OF MATERIAL; ROCKS SHALL WEIGH BETWEEN 3,000 AND 4,000 POUNDS.
3. THE DRILL HOLES MUST BE THOROUGHLY CLEANED OF ALL ROCK POWDER. THE RESIN WILL NOT PROPERLY ADHERE TO THE ROCK IF THE HOLE IS INADEQUATELY CLEANED. FOLLOW MANUFACTURER'S INSTRUCTIONS FOR CLEANING THE DRILL HOLE.
4. THE CABLE MUST BE CUT CLEANLY SO THAT THE END CAN BE INSERTED INTO THE TIGHT FITTING ROCK HOLE.
5. THE CABLE SURFACE TO BE BONDED SHOULD BE FREE OF DIRT AND GREASE. NON–GALVANIZED CABLE IS OILED, AND THE OIL MAY CAUSE BONDING PROBLEMS UNLESS THE CABLE IS THOROUGHLY CLEANED. ACETONE CAN BE USED TO CLEAN THE CABLE.
6. THE HOLE MUST BE FILLED WITH RESIN SO THAT WHEN THE CABLE IS INSERTED, A SMALL AMOUNT OF RESIN WILL OOZE OUT OF THE TOP OF THE HOLE. ONCE THE CABLE IS INSERTED IN THE HOLE, IT SHOULD NOT BE DISTURBED UNTIL THE RESIN HAS CURED.
7. FOLLOW RESIN MANUFACTURING RECOMMENDATIONS FOR USE.

ROCK COLLAR DETAIL 4/25

NOT TO SCALE



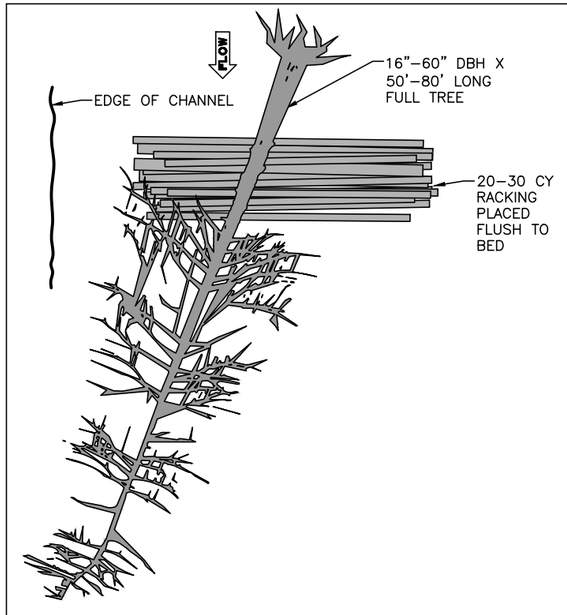
PLAN VIEW



ELEVATION VIEW

SINGLE LOG EMBEDMENT 3/25

NOT TO SCALE



WHOLE TREE STRUCTURE 6/25

NOT TO SCALE

Nov 29, 2022 PRELIMINARY DESIGN

N:\PROJECTS\COWLITZ TRIBE\LOWER EF GRAYS AND TRIBS\ENGINEERING\CAD\DETAILS 1.DWG Mon, 11/29/2022 3:22:47 PM

State of Washington — 2942 — Licensed Geologist — Michael P Ericsson

NICHOLAS JOHN TRUSCOTT — STATE OF WASHINGTON — REGISTERED PROFESSIONAL ENGINEER

10% OF CONSTRUCTION

0 Ø 1

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

Cowlitz Indian Tribe

Natural Systems Design

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	11/23/2022

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

TYPICAL DETAILS 1

25

SHEET 25 OF 28