Cowlitz Indian Tribe
Natural Resources Department

Request for Proposals ("RFP")

Exhibit A

East Fork Grays River, Mitchell Creek & Left Bank Tributary Restoration Project

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

Admin. Contact: Tiffini Johnson – Executive Assistant to Tribal Manager (tjohnson@cowlitz.org)
360-324-9485

Critical Dates:

- DJC Public Notice: est. March 6-7, 2023
- **Mandatory Site Tour/Job Walk: March 13, 2023 – 10:00am PST (weather dependent)**
- Request for Clarification/Question Submittals by: March 16, 2023– 6:00pm PST
- Response to Questions: est. March 20, 2023 – 6:00pm PST
- **Proposal Submission Deadline: March 23, 2023 – 2:00 pm PST**
- Tentative Award Selection/Contract Award: est. March 27, 2023
- Project Timeline:
    - June 1, 2023 – October 6, 2023
    - **In-Water Work Window July 1 – September 30**
    - Project Completion/Demobe no later than October 6, 2023
    - Optional Ground-Based Helicopter Support –September/October 2023

Contract Attachments:

- Exhibit A – RFP
- Exhibit B – Contract
- Exhibit C – Client & Project References Sheet Template
- Exhibit D – Bid Sheet and Bidders Obligations and Representations
- Exhibit E – Price Sheet - Contingency Support (Ground Based Heavy Equipment/Operator Hourly Rates)
- Exhibit F – Boulder Collar and Whole Tree/Log Deck Examples
- Exhibit G – Project Plans

- Exhibit H – Project Specifications
- Exhibit I – Contractor's Proposal
- Exhibit J – Tribe's Q&A Responses

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 called Mitchell Creek and Left-bank Tributary, located in Pacific County, Washington.

The Cowlitz Tribe previously solicited bids from contractors to supply certain materials for this project to streamline construction given the limited in-water work window. In support of this and other upcoming restoration projects, the Cowlitz Tribe purchased and harvested 40.7 acres of timber roughly adjacent to this project site. All trees were tipped over whole with rootwads attached and decked within the nearby harvest units. Average DBH of harvested timber is 13 inches. Additionally, the Tribe had approximately 200 large diameter (24-54 inch) oversized logs and whole trees with rootwads attached (ranging in 30-70 foot length) delivered to the project site for use as key logs in proposed large wood habitat structures and engineered log jams (ELJ's). All wood proposed for this restoration project is decked onsite and is available to the selected contractor.

The Tribe will have up to 600 boulder collars stockpiled on the site to ballast the ELJ structures. The boulder collars consist of a wire rope that has been drilled and epoxied into two similar sized boulders (each around 2-tons). As such, primary materials for the proposed habitat restoration project will be available onsite to the contractor.

The proposed habitat restoration project includes the following:

- Installation of approximately 29 ELJ's and habitat complexity structures within the East Fork Grays River using ground-based machines;
- Installation of approximately 29 ELJ's and habitat complexity structures within Mitchell Creek using ground-based machines;
- Installation of approximately 16 ELJ's and habitat complexity structures within the Left Bank Tributary using ground-based machines;
- Installation of approximately 2500 individual whole trees with rootwads;
- Potentially sorting and staging hundreds of logs and materials in preparation for, and concurrent with, proposed helicopter transport (alternate – see price hourly sheet).

The Cowlitz Tribe is soliciting proposals from construction contractors with experience implementing large-scale habitat restoration projects. Specifically, the Tribe is interested in contractors that have the capacity and expertise to implement instream and floodplain habitat restoration projects that require:

- Specialized equipment including log loaders/shovels, large excavators, skidders and associated attachments to efficiently deliver and install large wood habitat structures in both wet and dry environments while minimizing riparian impacts;
- Heavy equipment with bio-hydraulic fluids as required by Corps/NMFS/WDFW permits;
- Experience and successful track record with performing in-water work, isolation, fish exclusion, dewatering/diversion & turbidity controls;
- Experience installing/removing temporary crossings (e.g., temporary bridges, log crib/corduroy, or equivalents) and working on log corduroy to minimize in-stream and riparian impacts during construction;
- Track record of successfully implementing in-stream habitat restoration projects in environmentally sensitive environments while maintaining compliance with Federal, State, and local permit requirements including, but not limited to, US Army Corps of Engineers (Corps) Section 404 Clean Water Act permit, Department of Ecology (DOE) 401 Certification, Washington Department of Fish and Wildlife (WDFW) Hydraulic Project Approval (HPA) and Department of Natural Resources (DNR) Forest Practice Act Permit (FPA) as well as local agency permits;
- Proven track record of successfully implementing similar sized habitat restoration projects within the past 5 years.

After the selected contractor has completed all ground-based construction, the Tribe will utilize a heavy lift helicopter to place several thousand additional whole trees with rootwads throughout the 3.1 mile project reach, including within areas that are not accessible with ground-based machinery to complete the restoration project objectives.

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/contractor laydown yard/campsite is located nearby at the ~0.5-mile marker on the 7200 Road if needed. Coordinates for this overflow staging area Lat 46.423187°, Long -123.459773°.

The Tribe acquired a Right of Entry permit from Rayonier for this property. The selected contractor must comply with all conditions in the Tribe's Right of Entry permit, 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 Tribe anticipates the selected contractor will mobilize staff and equipment in June with an in-water work window anticipated to begin on July 1 and ending on September 30 (pending agency approvals).

- Contractor is to complete all large wood habitat structures and all associated In-Water Work in Mitchell Creek and Left Bank Tributary by September 1 (or as otherwise approved in Project Permits and with written approval from CIT Project Manager).
- Contractor is to complete all large wood habitat structures and all associated In-Water Work in East Fork Grays River by September 30 (or as otherwise approved in Project Permits and with written approval from CIT Project Manager).

This timeline is to ensure habitat structures are completed on Mitchell Creek and Left Bank Tributary in time for helicopter log placement over and throughout the floodplain of those reaches which is targeted for early September. All in-water work must be completed by the end of the regulated in-water work window with contractor cleanup and demobe anticipated by October 6 unless additional services are requested.

Contractor's Obligations

In general, the 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, Rayonier/DNR requirements relating to fire prevention, and project-specific regulatory permits. The project area is behind a locked gate; however, CIT and Rayonier assume no responsibility for damage to equipment. The Contractor:

- Shall furnish all additional materials, staff, equipment and tools necessary to safely construct the restoration project per the engineer's plans and specifications, and as per regulatory agency permit requirements;
- Shall provide a minimum of **three spill kits** (one at each stream reach adjacent to construction activities);
- Shall provide **fire prevention measures** at each active project site, as per Rayonier/DNR requirements in the FPA and abide by all DNR Industrial Fire Precaution Levels;
- Shall provide excavators/log loaders and other equipment operating in the active channel with **biodegradable and non-toxic hydraulic fluids** (e.g., Caterpillar HEES, or equivalents).
- Shall maintain Logger's Broad Form insurance for duration of the project;
- Shall coordinate with Rayonier to secure a gate key; abide by Rayonier's <u>gate closed policy</u> at all times.

<u>Bid Sheet and Bidder's Obligations and Representation:</u>

- Please review, complete, sign and return the attached bid sheet and bidder's obligations and representations pages with your proposal.

Price Sheet - Ground Based Heavy Equipment/Operator Support (Alternate/Contingency)

- In coordination and with the approval of CIT and Rayonier, Contractor may be requested to conduct additional follow-on tasks to facilitate the preservation of Rayonier's property and/or conduct log sorting, cleanup or additional site tasks within or adjacent the project site as directed by the CIT Project Manager to support additional phases of the project. Depending on contractor rates and availability, this task may also include follow-on work to support helicopter-based large wood placement in late September or early October, which may require one or more log loaders/shovels or excavators to prep and sort log decks prior to and concurrent with helicopter log placement.

Payment Schedule and Contract

The selected contractor may submit up to five invoices during the period of performance. 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 final walk-through, inspection, and punchlist. **Prevailing wage rates and associated documentation is required for this contract.** Contract is included with this RFP.

Measurement for payment will be based on lump sum bid sheet items including all incidentals, and the actual number of units provided and installed per specifications as reviewed, approved, and accepted by CIT Project Manager/Engineer for unit cost items. Habitat structures and other unit cost items per bid sheet may vary in location (e.g., fit in the field as is typical with habitat restoration projects) and/or quantity (e.g., up to ~10 percent more or fewer structures) depending on site conditions, unit cost pricing and available grant funding. CIT PM and Engineer will coordinate closely with contractor's superintendent and heavy equipment operators after selection regarding contractor's proposed approach, staffing, schedule, and critical milestones at a pre-construction meeting onsite prior to mobilization.

If requested in writing by CIT PM, additional post-project support efforts shall be conducted as per price sheet for contingency support. CIT Project Manager, in coordination with the Contractor's Superintendent, shall maintain a record of hourly and unit cost pay items per the price sheet for invoicing and payment. Measurement for payment for these contingency efforts (if requested) will be based on the actual number of equipment hours used according to the CIT Project Manager's records, rounded to the nearest 15 minutes, and made at the hourly and unit prices shown on the price sheet for each piece of equipment. No payment will be made for non-work hours due to lunch, breaks, maintenance, or breakdowns.

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. Insurance limits and requirements for logger's broad form coverage are summarized in the attached contract. 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 10% 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 16 pages (8 sheets if duplex-printed) on 8.5" x 11" paper, **not** including the bid sheet (including bidder's obligations and representations pages) and price sheet. The Tribe will not review materials in excess of the 16-page proposal submittal limit.

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

1. Relevant Company Experience implementing large-scale (reach-level) instream habitat restoration projects and specialized experience building ELJ's and working within the active channel.
2. Detailed Approach describing the number and types of heavy equipment and personnel *specifically dedicated* to complete this restoration project.
3. Schedule/Availability: Estimate of availability and proposed construction / implementation schedule (including number of crews/staff, production rates, etc.).
4. Client References: provide a minimum of three examples of similar-sized instream/habitat restoration construction projects completed within the last 5 years;
5. Key Personnel/Expertise: Project Manager, Supervisor/foreman experience, equipment operators, and laborers (e.g., bios – tell us a little about your staff);
6. Proposed Equipment and any Specialty Equipment:
7. Bid Sheet and Bidder's Obligations and Representations:
8. Price Sheet – Contingency Support: Ground Based Heavy Equipment/Operator Hourly Rates)
9. Bonding: Bid bond and performance bond.

10. 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 10 (listed above).

	Criteria	**Points**
A.	Contractor Experience & References	10
B.	Contractor Approach & Safety	10
C.	Contractor Equipment	5
D.	Contractor Pricing	75
	Total Points Available:	100

The Tribe is interested in working with qualified contractors who have demonstrated expertise completing instream 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 project-specific 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 revise quantities 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 March 16, 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 March 23, 2023:**

Justin Isle – Senior 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 mandatory job walk/site tour by responding to my email**. **RSVP is required as job site is behind locked gates.** Job walk/site tour is **weather dependent**. We will provide meeting location, updates, 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 April XX, 2023 through October 30, 2023 absent a valid termination action in accordance with the express terms of this Agreement.

2. **Consultant Obligations**. The Consultant agrees to perform services as set forth below and detailed in the attached Exhibits A, D, E, G, H, I and J (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 Services. If the Agreement describes separate and specific maximum compensation amounts for Services and expenses, then at the end of the term of this Agreement, any remaining balance in the amount allocated for expenses may be used by Tribe, at its sole discretion, to cover fees for authorized Services, so long as the total compensation amount set forth above is not exceeded.

   6.2. **Rates**. Tribe shall compensate Consultant according to the billing rate(s) and/or fee schedule(s) set forth in Exhibit D and Exhibit E, in an amount not to exceed that stated in Section 6.1 above.

      6.2.1. Rates are based on a Consultant utilizing a standard forty-hour week with its workforce. Nothing herein prevents the Consultant from setting its own schedule and, consistent with the critical dates specified in the Agreement,

completing its work at an accelerated pace; however, Consultant agrees that overtime is not authorized by this Agreement and that hourly rates shall not be varied by virtue of the Consultant/Contractor having performed work in excess of a standard forty-hour week. The Consultant acknowledges and agrees that, when applicable, and consistent with the limitations specified in this section, it must comply with 40 U.S.C. 3701-3708.

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

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

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

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

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

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

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

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

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

8. **Performance.**

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

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

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

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

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

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

9. **Representations & Warranties.**

9.1. **Professional Work**. Consultant shall perform Services in a professional, thorough, skillful, and safe manner, consistent with the relevant standard of care

expected from professionals with similar credentials and experience, and in accordance with the usual and customary standards accepted in Consultant's profession for similar projects. Consultant shall notify Tribe of any inconsistencies or errors in Consultant's work that do not meet the aforementioned standards as soon as possible.

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

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

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

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

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

11. Work Product.

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

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

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

Agreement; and Consultant shall require all employees to maintain the Work Product's confidentiality.

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

12. Insurance.

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

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

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

12.3. **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 and Bidders Obligations and Representations**
- **Exhibit E – Price Sheet – Contingency Support (Ground Based Heavy Equipment/Operator Hourly Rates)**
- **Exhibit F – Boulder Collar and Whole Tree/Log Deck Examples**
- **Exhibit G – Project Plans**
- **Exhibit H – Project Specifications**
- **Exhibit I – Contractor's Proposal**
- **Exhibit J – Tribe's Q&A Responses**

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:

Cowlitz Indian Tribe:

By: _____

Date: _____

Name:
Title:

Consultant:

By: _____

Date: _____

Name:
Title:

Exhibit C – Client & Project References

(Please provide 3 Client/Project References for Similar Projects Completed in the last 7 Years – Include form with Proposal, Bid Sheet and Price Sheet, or attach equivalent/similar 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: _____
_____
_____
_____
_____
_____
_____

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

Exhibit D
Bid Sheet & Bidder's Obligations and Representations

Cowlitz Indian Tribe
Natural Resources Department

East Fork Grays River, Mitchell Creek & Left Bank Tributary

Restoration Project – Bid Forms

(please complete, sign, and include all sheets with your proposal)

B-1 *PROJECT DESCRIPTION*

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, Mitchell Creek, and an adjacent tributary in Pacific County, Washington.

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.

B-2 *THIS PROPOSAL AND BID IS SUBMITTED TO*

Justin Isle
Cowlitz Indian Tribe – Natural Resources Department
1055 9th Street
Longview, WA 98632

Proposals and bid forms are due March 27, 2023 by 2:00 PM PST

If submitting via email, please send to the following:

- jisle@cowlitz.org
- tjohnson@cowlitz.org

B-3 *BIDDER'S OBLIGATIONS AND REPRESENTATIONS*

3.01 The undersigned Bidder proposes and agrees, if this Proposal and Bid is accepted, to enter into an Agreement with the Tribe in the form included in the RFP and

associated Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the Contract Price and within the Contract Times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents. The Bidder shall guarantee their Bid with a bid bond in the amount of 10% of the total Bid amount as outlined in the RFP document provided with their proposal.

3.02 The Bidder accepts all terms and conditions of the Bidding Documents. This Proposal and Bid will remain subject to acceptance for 30 days after proposal due date. Bidder will sign and deliver the required number of counterparts of the Agreement with Bonds and other documents required by the RFP within 14 calendar days after the date of Tribe's Notice of Intent to Award.

3.03 In submitting this Bid, Bidder represents and agrees, as more fully set forth in the Agreement, that:

A. Bidder has examined and carefully studied the Bidding Documents and the following Addenda (receipt of which is hereby acknowledged)

Addendum No.	Addendum Date
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

B. Bidder has carefully studied, is familiar with, and accepts the Bidder Responsibilities outlined in the RFP and elsewhere in the Bidding Documents, including but not limited to this form, the RFP, the contract, the project plans, the project specifications, and other applicable documents.
C. Bidder is aware of the general nature of the work to be performed by Tribe and others at the Site that relates to Work for which this Bid is submitted as indicated in the Bidding Documents.
D. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.
E. Bidder has given Tribe written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents and the written resolution thereof by Owner is acceptable to Bidder, and the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Bid is submitted.
F. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any individual or

entity to refrain from submitting a Bid; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

B-4 *CONTRACT TIMES*

4.01 Bidder agrees that all Milestones and Work will be completed in accordance with the project plans and specifications on or before the dates indicated below:

- Contractor mobilization - June 2023
- Contractor begins In-Water work on July 1 (or as otherwise approved in Project Permits and with written approval from CIT Project Manager).
- Contractor has 50% of all proposed large wood habitat structures installed as approved by CIT PM/Engineer by August 18.
- Contractor completes all large wood habitat structures and all associated In-Water Work in Mitchell Creek and Left Bank Tributary by September 1 (or as otherwise approved in Project Permits and with written approval from CIT Project Manager)
- Contractor completes all large wood habitat structures and all associated In-Water Work in East Fork Grays River by September 30 (or as otherwise approved in Project Permits and with written approval from CIT Project Manager)
- Contractor completes site restoration, cleanup and demobe by October 6 , unless additional hourly services are requested by CIT Project Manager.
- Owner and Contactor recognize that time is of the essence for this Contract based on regulatory timelines for in-water work within East Fork Grays River, Mitchell Creek, and the Left Bank Tributary. Payments shall be withheld if milestones are not met. Payments shall only resume when contractor meets milestones and work is being completed pursuant to timelines specified.

B-5 *TERMINOLOGY*

5.01 The terms used in this Bid, if not defined in the RFP, Contract, project plans, or specifications, are consistent with industry standards for stream and habitat restoration projects.

B-6 *PROPOSAL & PROJECT APPROACH*

6.01 Bidder shall attach their Proposal, including detailed Project Approach and additional details requested in the RFP to this completed and signed Bid Form package. Bidder agrees that the Project Approach shall be a condition of Proposal and Bid.

B-7 *CONTRACT PRICING:*

7.01 Bidder will complete the Work in accordance with the Bidding Documents for the following price(s):

7.02 Bid Sheet (see below) Contractor shall provide an all-inclusive quote. The contractor shall provide all labor, materials, tools, equipment, transportation, supplies and incidentals required to complete all work for the items included in the plans and on the bid sheet. Contractor's excavators/log loaders and other equipment operating in the active channel shall use biodegradable and non-toxic hydraulic fluids (e.g., Caterpillar HEES, or equivalents).

7.03 Price Sheet - Contingency Support (Ground Based Heavy Equipment/Operator Hourly Rates) for potential post-project completion follow-on tasks (if requested by CIT Project Manager)

East Fork Grays River, Mitchell Creek and Left Bank Tributary Restoration Project
Exhibit D: Bid Sheet

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

Bid Item	Description	Quantity	Unit Measure	Unit Price	Bid Amount
GB-1	MOBILIZATION/DEMOBILIZATION	1	LS	$	$
GB-2	EROSION CONTROL AND WATER POLLUTION PREVENTION	1	LS	$	$
GB-3	TEMPORARY ACCESS & STAGING	1	LS	$	$
GB-4	SEEDING	1	LS	$	$
GB-5	ELJ TYPE 1	7	EA	$	$
GB-6	ELJ TYPE 2 (BASE)	12	EA	$	$
GB-7	ELJ TYPE 2 (FULL)	16	EA	$	$
GB-8	WLS TYPE 2	22	EA	$	$
GB-9	ELJ TYPE 3	3	EA	$	$
GB-10	WLS TYPE 3	14	EA	$	$
GB-11	UNANCHORED WOOD PLACEMENT	2,450	EA	$	$
GB-12	ADDITIONAL STABILIZATION MEASURE - LOG EMBEDMENT (estimated quantity - may be needed if requested CIT PM/Engineer)	30	EA	$	$
GB-13	ADDITIONAL STABILIZATION MEASURE - BEDROCK ANCHOR SINGLE (estimated quantity - may be needed if requested CIT PM/Engineer)	20	EA	$	$
GB-14	ADDITIONAL STABILIZATION MEASURE - BEDROCK ANCHOR DOUBLE (est. quantity - may be needed if requested CIT PM/Engineer)	10	EA	$	$
GB-15	ADDITIONAL STABILIZATION MEASURE - CHAIN LASHING (estimated quantity - may be needed if requested CIT PM/Engineer)	30	EA	$	$
GB-16	ADDITIONAL STABILIZATION MEASURE - ROCK COLLAR (estimated quantity - may be needed if requested CIT PM/Engineer)	30	EA	$	$

Base Bid	$
Pacific County Sales Tax at 8.1%	$
Total Bid (Sales Tax and Base Bid)	$

Notes:	*Mobe/demobe is a one-time payment and is to include bringing all staff, materials, incidentals, vehicles and all associated equipment (including for fire prevention) in and out as needed for project construction. *Units proposed are based on engineering plans and site conditions during project design/permitting. Restoration Project will be fit-in-the-field, which may result in more or less structures/units (e.g., GB-5 through GB-16) based on site conditions, channel conditions/exposed bedrock, project permits, and grant funding.

Signature:		Date:

TOTAL CONTRACT PRICE

1. _____ (words)
   ($) (figures)
2. All Contract costs are included in the prices set forth above and have been computed in accordance with the project plans and specifications provided. Any Work required by the Contract Documents not specifically listed above is considered incidental.

Bidder acknowledges presence of lump sum and unit price items on Bid Sheet and that all estimated quantities are not guaranteed and are solely for the purpose of comparison of Bids. Final payment for unit price items will be based on actual quantities provided, as determined and approved by the CIT Project Manager. Tribe will award the Contract to the Bidder whose Proposal and Bid is in the best interests of the Project as determined using the qualifications and criteria outlined in the RFP.

Price Sheet (hourly rates) may be used for additional support tasks as identified by the CIT Project manager including, but not limited to, site preparation for subsequent helicopter log placement if deemed necessary and advantageous by the CIT Project Manager.

B-8 *SUBCONTRACTORS AND SUPPLIERS*

8.01 Other Subcontractors and Suppliers whose total contract value is expected to exceed $20,000:

a. Subcontractor/Supplier Name:
   Type of work/materials:

b. Subcontractor/Supplier Name:
   Type of work/materials:

c. Subcontractor/Supplier Name:
   Type of work/materials:

d. Subcontractor/Supplier Name:
   Type of work/materials:

e. Subcontractor/Supplier Name:
   Type of work/materials:

f. Subcontractor/Supplier Name:
   Type of work/materials:

g. Subcontractor/Supplier Name:
   Type of work/materials:

B-9 *SUBMISSION*

Submitted On (day, month, year): _____
Washington Construction Contractors Board License Number: _____
(Preferred) Name of individual who completed logger training program
approved by Sustainable Forestry Initiative (Master Logger Training): _____

If Bidder is an Individual:

Individual's Name:
Doing Business As:
Business Address:
Phone Number:
Email:

Individual's Signature:

If Bidder is a Partnership:

Firm Name:
Business Address:
Phone Number:
Email:
General Partner:

General Partner's Signature:

If Bidder is a Joint Venture:

Bidder's Name:
Business Name:
Business Address:
Phone Number:
Email:

Bidder's Signature:

Bidder's Name:
Business Name:
Business Address:
Phone Number:
Email:

Bidder's Signature:

(Each joint venture partner must sign. The manner of signing for each individual, partnership, and corporation that is party to the joint venture should be in the manner indicated above.)

If Bidder is a Limited Liability Company:

Company Name:
Company Address:
Phone Number:
Email:
Printed Name of Member:

Signature of Member:

Exhibit E
Price Sheet – Contingency Support
(Ground Based Heavy Equipment/Operator Hourly Rates)

East Fork Grays River, Mitchell Creek & Left Bank Tributary Restoration Project
Exhibit E: Price Sheet - Contingency Support
(Ground Based Heavy Equip/Operator Hourly Rates)

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

Items	Item Description	Equipment (Specify Make/Model/Approx. Hours)	Equipment with Biohydraulic Fluid (Yes/No)	Equipment Mobe/Demobe (billed 1 time)*	Unit	Hourly Rate (loaded rate for equipment, qualified operator at prevailing rate, fuel, consumables, etc)*
	Heavy Equipment - Excavators					
1	Class 200 excavator w/ thumb or 360 clamshell (JD 200 or equiv.) with qualified operator.			$	Hourly	$
2	Class 300 excavators w/ thumb or 360 clamshell (JD 300, 350, or equiv.) with qualified operator.			$	Hourly	$
3	Class 400 excavators w/ thumb (JD/Hitachi 400, 450, or equiv.) with qualified operator.			$	Hourly	$
4	Other:			$	Hourly	$
5				$	Hourly	$
6				$	Hourly	$
	Heavy Equipment - Log Loaders/Shovels					
1	Log Loader/Shovel (Linkbelt 3740/4040 or equivalent) with qualified operator			$	Hourly	$
2	Log Loader/Shovel (Linkbelt 5040 or equivalent) with qualified operator			$	Hourly	$
3	Other:			$	Hourly	$
4						
5				$	Hourly	$
6				$	Hourly	$
	Heavy Equipment - Skidders					
1	John Deere 648/748 with qualified operator			$	Hourly	$
2				$	Hourly	$
	Heavy Equipment - Off Road Dump Trucks/Tracked Dumps					
1				$	Hourly	$
2				$	Hourly	$
3				$	Hourly	$
	Heavy Equipment - Other					
1	Straight Log Trucks with qualified driver		N/A	N/A	Hourly	$
2	Log Truck w/ Hay Racks with qualified driver		N/A	N/A	Hourly	$
3	Self-Loader with qualified driver		N/A	N/A	Hourly	$
4	Dump Truck (10-12 CY) with qualified driver		N/A	N/A	Hourly	$
5	End dump - high side (~75 CY) with qualified driver		N/A	N/A	Hourly	$
6	End dump (~24 CY) with qualified driver		N/A	N/A	Hourly	$
7	Side dump with qualified driver		N/A	N/A	Hourly	$
8	Lowboy with qualified driver		N/A	N/A	Hourly	$
9	Lowboy with jeep with qualified driver		N/A	N/A	Hourly	$
10	Other:			N/A	Hourly	$
11				N/A	Hourly	$
12				N/A	Hourly	$
13				N/A	Hourly	$
	Staff					
1	Laborer		N/A	N/A	Hourly	$
2	Sawyer (including saw/consumables/incidentals/etc.)		N/A	N/A	Hourly	$
3	Faller (including saw/consumables/incidentals/etc.)		N/A	N/A	Hourly	$
4	Heavy Equipment Operator		N/A	N/A	Hourly	$
5	Superintendent		N/A	N/A	Hourly	$

Notes: *Loaded Equipment and Staff rates listed above may be used to address additional tasks to support the project as requested by the CIT PM. Loaded rates are to include equipment, qualified operator at prevailing wage rates, fuel/consumables, lodging (if not local), incidentals, etc.
*Mobe/demobe is a one-time payment and is to include both bringing equipment in and hauling equipment out (mobe/demobe) It may be charged one time per requested machine if not already onsite for initial project construction.

Signature: _____ Date: _____

Exhibit F
(Boulder Collar and Whole Tree/Log Deck Examples)

4X4

Exhibit G

Project Plans

Exhibit H
Project Specifications

Exhibit I
Contractor's Proposal

Exhibit J
Tribe's Q&A Responses