



Cowlitz Indian Tribe

Natural Resources Department

Request for Proposals (“RFP”)

Exhibit A

Cispus Floodplain Reconnection Project Preliminary Engineering Design Services

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

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

Critical Dates:

- Mandatory Site Tour: June 1, 2023 – 10:30am PST
- Request for Clarification/Question Submittals by: June 8, 2023 – 6:00pm PST
- Response to Questions: June 15, 2023 – 6:00pm PST
- **Proposal Submission Deadline: June 21, 2023 – 2:00 pm PST**
- Tentative Award Selection: June 27, 2023
- Anticipated Project Timeline: June 28, 2023 – November 30, 2024

Attachments:

- Exhibit A – RFP
- Exhibit B – Contract
- Exhibit C – Bid Sheet
- Exhibit D – Price Sheet
- Exhibit E – Cispus Floodplain Reconnection Project - Preliminary Maps and Photos

Overview

The Cowlitz Indian Tribe (Tribe) secured funding through Tacoma Power Utilities - Cowlitz Restoration and Recovery (CRR) Fund grant to develop a preliminary design to relocate over 0.30 mile of Forest Road 2801 near Randle, Washington. The proposed project would also address flood conveyance under adjacent Forest Road 28 to reduce river valley constriction and restore floodplain connectivity. Project designs are expected to include placement of logjam and complexity structures to increase floodplain connection and provide habitat diversity for ESA listed salmonids. The resulting project will support natural habitat forming processes and increase floodplain rearing habitat for Lower Columbia coho, and chinook salmon and steelhead, while preserving emergency egress for the local community.

These efforts are a continuation of the Tribe and United States Forest Service's (USFS) broader aquatic restoration efforts in the Cispus River and Yellowjacket Creek to improve salmonid habitat and aquatic functions. This project builds upon several phases of the Tribe's completed and ongoing restoration work in the vicinity that has been done in partnership with the USFS.

Location

The Cispus River Floodplain Reconnection Project is located on the main stem and floodplain of the Cispus River (~RM 17.5) upstream of the confluence with Yellowjacket Creek southeast of Randle in Lewis County in the Camp Creek-Cispus River subwatershed. The project site is located on USFS (public land) within the Gifford Pinchot National Forest.

To access the site from Randle, drive south on Forest Road 23/Cispus Road and proceed to the intersection with Forest Road 28. Turn right onto Forest Road 28, cross the Cispus River, and then turn left onto Forest Road 2801. Forest Road 2801 is impassable at the ~0.30 mile marker due to Cispus River flood events that have washed out sections of the 2801 road on the Cispus River floodplain.

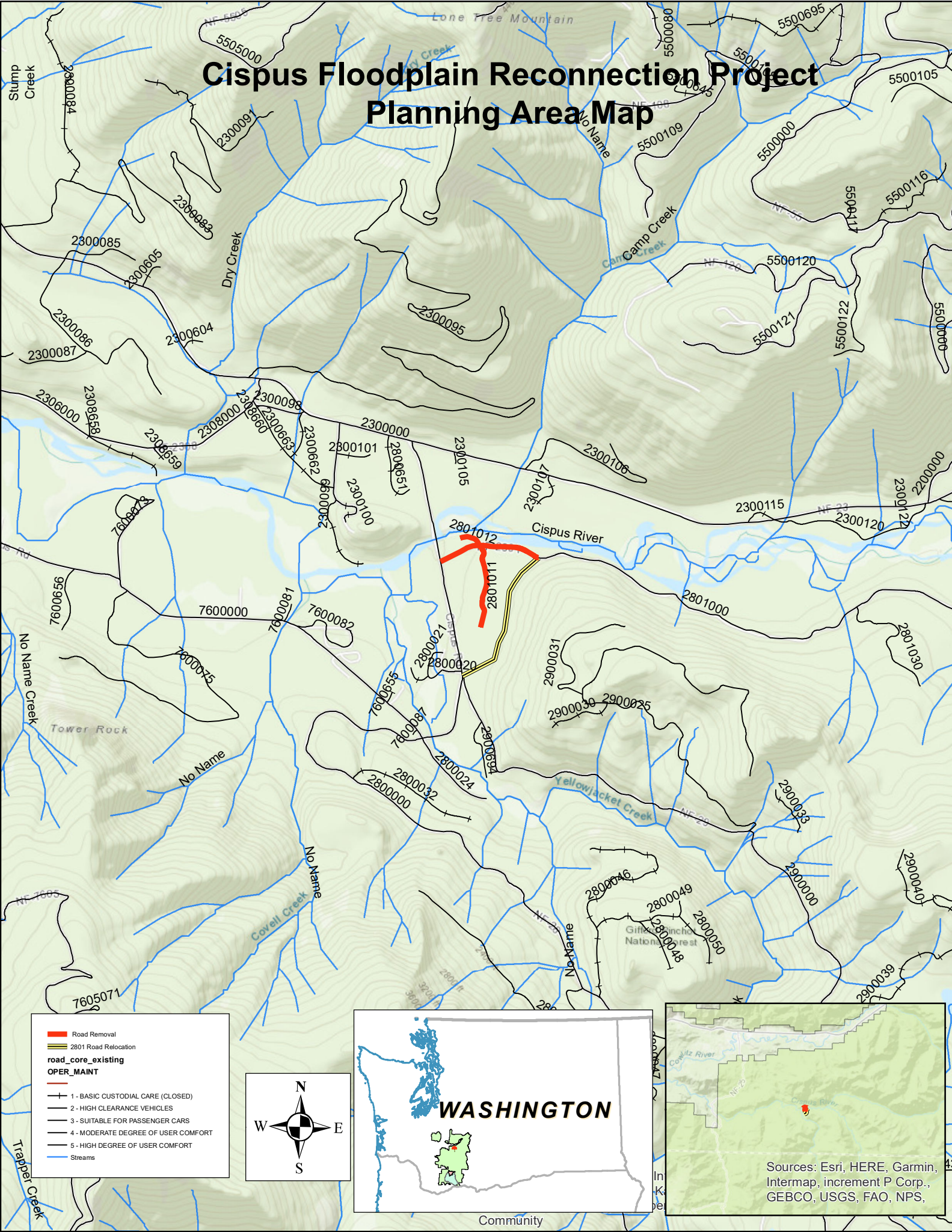
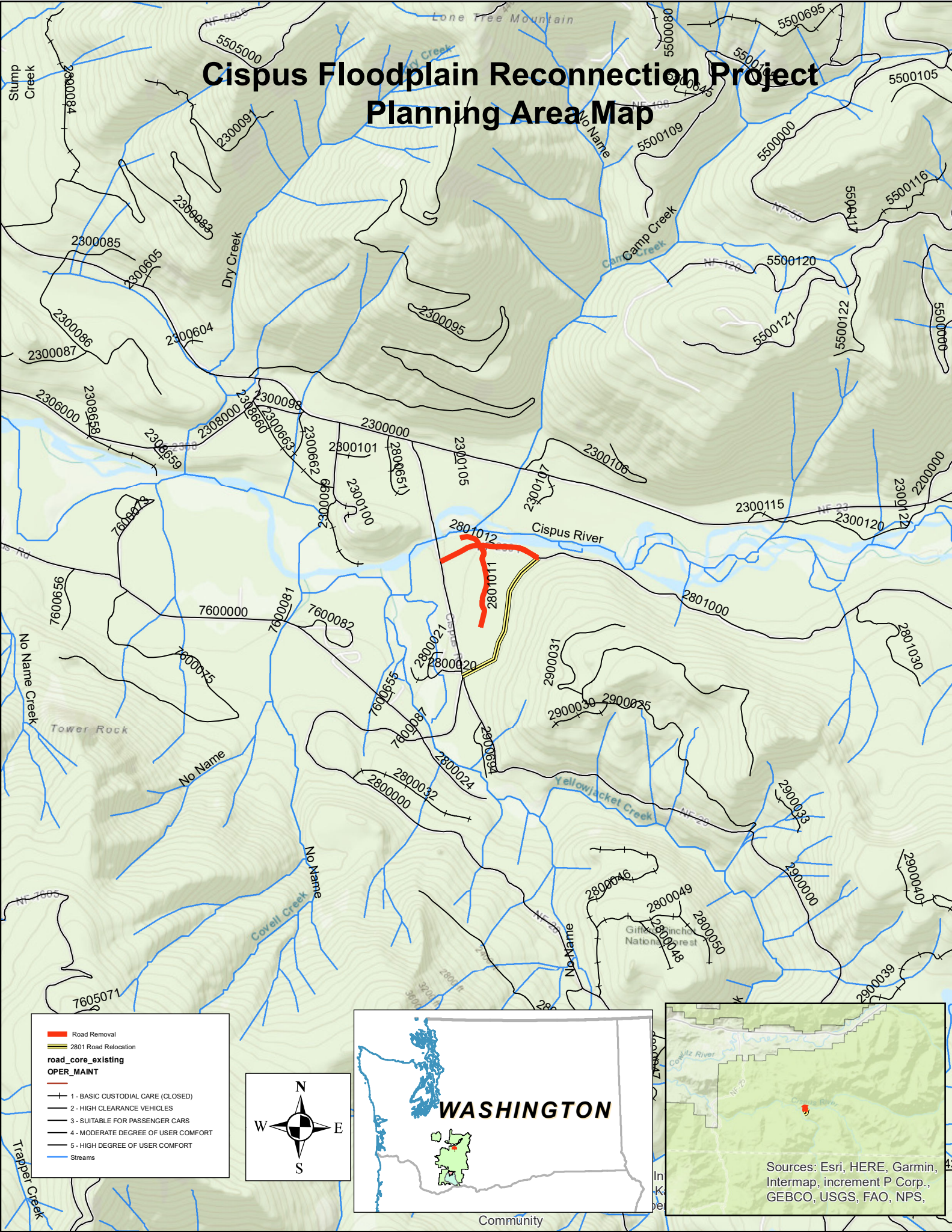
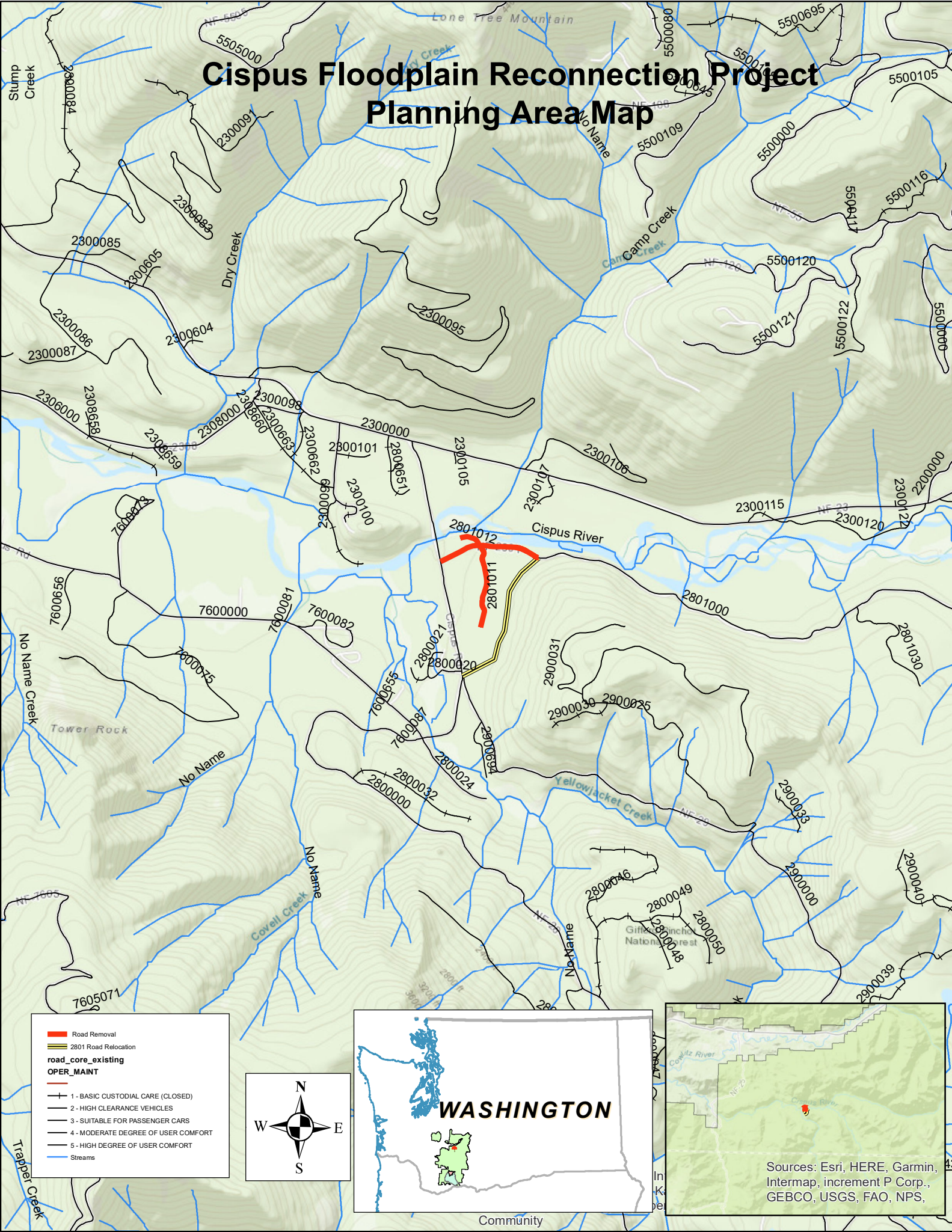
**Cispus Floodplain Reconnection Project
Planning Area Map**

Legend:

- Road Removal
- 2801 Road Relocation
- road_core_existing
- OPER_MAINT
- + 1 - BASIC CUSTODIAL CARE (CLOSED)
- 2 - HIGH CLEARANCE VEHICLES
- 3 - SUITABLE FOR PASSENGER CARS
- 4 - MODERATE DEGREE OF USER COMFORT
- 5 - HIGH DEGREE OF USER COMFORT
- Streams

Map Features:

- Streams:** Dry Creek, Cispus River, Yellowjacket Creek, Covell Creek, No Name Creek, Trapper Creek, Stump Creek.
- Topography:** Lone Tree Mountain, Tower Rock.
- Elevations:** 5500080, 5500084, 5500085, 5500086, 5500087, 5500088, 5500089, 5500090, 5500091, 5500092, 5500093, 5500094, 5500095, 5500096, 5500097, 5500098, 5500099, 5500100, 5500101, 5500102, 5500103, 5500104, 5500105, 5500106, 5500107, 5500108, 5500109, 5500110, 5500111, 5500112, 5500113, 5500114, 5500115, 5500116, 5500117, 5500118, 5500119, 5500120, 5500121, 5500122, 5500123, 5500124, 5500125, 5500126, 5500127, 5500128, 5500129, 5500130, 5500131, 5500132, 5500133, 5500134, 5500135, 5500136, 5500137, 5500138, 5500139, 5500140, 5500141, 5500142, 5500143, 5500144, 5500145, 5500146, 5500147, 5500148, 5500149, 5500150, 5500151, 5500152, 5500153, 5500154, 5500155, 5500156, 5500157, 5500158, 5500159, 5500160, 5500161, 5500162, 5500163, 5500164, 5500165, 5500166, 5500167, 5500168, 5500169, 5500170, 5500171, 5500172, 5500173, 5500174, 5500175, 5500176, 5500177, 5500178, 5500179, 5500180, 5500181, 5500182, 5500183, 5500184, 5500185, 5500186, 5500187, 5500188, 5500189, 5500190, 5500191, 5500192, 5500193, 5500194, 5500195, 5500196, 5500197, 5500198, 5500199, 5500200, 5500201, 5500202, 5500203, 5500204, 5500205, 5500206, 5500207, 5500208, 5500209, 5500210, 5500211, 5500212, 5500213, 5500214, 5500215, 5500216, 5500217, 5500218, 5500219, 5500220, 5500221, 5500222, 5500223, 5500224, 5500225, 5500226, 5500227, 5500228, 5500229, 5500230, 5500231, 5500232, 5500233, 5500234, 5500235, 5500236, 5500237, 5500238, 5500239, 5500240, 5500241, 5500242, 5500243, 5500244, 5500245, 5500246, 5500247, 5500248, 5500249, 5500250, 5500251, 5500252, 5500253, 5500254, 5500255, 5500256, 5500257, 5500258, 5500259, 5500260, 5500261, 5500262, 5500263, 5500264, 5500265, 5500266, 5500267, 5500268, 5500269, 5500270, 5500271, 5500272, 5500273, 5500274, 5500275, 5500276, 5500277, 5500278, 5500279, 5500280, 5500281, 5500282, 5500283, 5500284, 5500285, 5500286, 5500287, 5500288, 5500289, 5500290, 5500291, 5500292, 5500293, 5500294, 5500295, 5500296, 5500297, 5500298, 5500299, 5500300, 5500301, 5500302, 5500303, 5500304, 5500305, 5500306, 5500307, 5500308, 5500309, 5500310, 5500311, 5500312, 5500313, 5500314, 5500315, 5500316, 5500317, 5500318, 5500319, 5500320, 5500321, 5500322, 5500323, 5500324, 5500325, 5500326, 5500327, 5500328, 5500329, 5500330, 5500331, 5500332, 5500333, 5500334, 5500335, 5500336, 5500337, 5500338, 5500339, 5500340, 5500341, 5500342, 5500343, 5500344, 5500345, 5500346, 5500347, 5500348, 5500349, 5500350, 5500351, 5500352, 5500353, 5500354, 5500355, 5500356, 5500357, 5500358, 5500359, 5500360, 5500361, 5500362, 5500363, 5500364, 5500365, 5500366, 5500367, 5500368, 5500369, 5500370, 5500371, 5500372, 5500373, 5500374, 5500375, 5500376, 5500377, 5500378, 5500379, 5500380, 5500381, 5500382, 5500383, 5500384, 5500385, 5500386, 5500387, 5500388, 5500389, 5500390, 5500391, 5500392, 5500393, 5500394, 5500395, 5500396, 5500397, 5500398, 5500399, 5500400, 5500401, 5500402, 5500403, 5500404, 5500405, 5500406, 5500407, 5500408, 5500409, 5500410, 5500411, 5500412, 5500413, 5500414, 5500415, 5500416, 5500417, 5500418, 5500419, 5500420, 5500421, 5500422, 5500423, 5500424, 5500425, 5500426, 5500427, 5500428, 5500429, 5500430, 5500431, 5500432, 5500433, 5500434, 5500435, 5500436, 5500437, 5500438, 5500439, 5500440, 5500441, 5500442, 5500443, 5500444, 5500445, 5500446, 5500447, 5500448, 5500449, 5500450, 5500451, 5500452, 5500453, 5500454, 5500455, 5500456, 5500457, 5500458, 5500459, 5500460, 5500461, 5500462, 5500463, 5500464, 5500465, 5500466, 5500467, 5500468, 5500469, 5500470, 5500471, 5500472, 5500473, 5500474, 5500475, 5500476, 5500477, 5500478, 5500479, 5500480, 5500481, 5500482, 550048





View of 2801 Road at temporary road closure site (~0.30 mile from Forest Road 28)



View of 2801 Road to be removed. Road will be relocated outside of the floodplain.

Project Goals and Contract Tasks

Hydromodifications such as push-up levees, bridges and streamside roads have isolated Cispus River and Yellowjacket Creek floodplain surfaces and disconnected historic side channel habitats. Construction of Forest Road 28 and the associated Tom Music Bridge confined the channel, and the elevated portion of Forest Road 28 bifurcated a large portion of the floodplain. Forest Road 2801, which parallels the south bank of the Cispus River, blocks the upstream end of historic channel alignments, further disconnecting the floodplain and confining the main stem Cispus to a single thread channel form. Recent flood events on the Cispus River that completely scoured away a large portion of Forest Road 2801 (rendering it closed and impassable) further reinforce the goals of this project. The Preliminary design will be developed to address and include these work elements:

- Removal and relocation of a ~0.30-mile segment of FR 2801 and associated fill material adjacent to the Cispus River;
- Removal/decommissioning of a minor interior access road;
- Enhance floodplain connectivity on Forest Road 28 with a new bridge at the location of the largest historic side channel crossing;
- Enhance floodplain connectivity on Forest Road 28 with the placement of two additional bridges/culverts (e.g., box culverts or bottomless culverts) within two significant historic side channel crossings;
- Increase side channel connectivity with logjam designs and floodplain excavation.

In collaboration with Cowlitz Indian Tribe and USFS staff, the selected design team will develop a suite of restoration alternatives to achieve the project's goals. All action alternatives will include realignment of FR 2801 and reactivation of the Cispus River floodplain. The following general tasks are proposed. Consultant shall provide detailed approach for each task in their proposal:

Task 1: Field Investigation and Surveys

- 1.1 Conduct fieldwork and detailed surveys sufficient to facilitate Task 2 Hydrology and Hydraulics studies, modeling, and subsequent conceptual design alternatives. Field investigation shall also include geotechnical evaluation (for bridge crossing) to facilitate design to USFS standards.

Task 2: Hydrology and Hydraulics Studies

- 2.1 The design team will construct a 2-D hydraulic model to assist in assessing design alternatives' ability to meet the project goals.

Task 3: Conceptual Design Alternatives

- 3.1 Prepare a suite of conceptual restoration alternatives to satisfy project goals for Tribe/USFS review. Tribe and USFS staff will provide input based on their likely implementation costs, likelihood of achieving project goals, benefits to fish, and degree of floodplain habitat improvement. Consultant shall be available to attend up to one (1) public meeting (if requested by Tribe/USFS).

Task 4: Preliminary Design and Report

- 4.1 Prepare a completed preliminary design set and Basis of Design (BoD) report describing the project reach, project alternative analysis, selection process, and construction cost estimate that conforms to the required deliverables listed in RCO Manual 18, Appendix D. Preliminary Designs. The project deliverables shall satisfy USFS and applicable county infrastructure design requirements.

Task 5: Project Management & Coordination

- 5.1 Provide project management and coordination for the duration of the project. Provide quality assurance/quality control as needed. Ensure tasks and deliverables meet or exceed industry standards for restoration projects as per RCO Manual 18 Appendix D. and applicable USFS standards for bridge design and road construction.

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

Project Timeline

For this preliminary design project, Task 1 and Task 2 fieldwork, surveys, and modeling shall be completed in time to deliver Task 3 deliverables on or before 1/15/2024. Task 4 deliverables will be due on or before 6/15/2024, unless otherwise approved by CIT. The Cowlitz Tribe's Natural Resources Department is soliciting interest from qualified engineering firms and consultants who can work cooperatively with Tribe and USFS staff and hit the ground running to meet the above schedule as required by project grant agreements.

Consultant's Obligations

The selected consultant shall furnish all supervision, labor, survey equipment and tools necessary to complete the work as outlined in the overview and tasks. The consultant shall maintain an adequate workforce at all times to ensure timely completion of the Conceptual Design/Alternatives Analysis and Preliminary Designs. The consultant shall comply with the requirements of any agreements granting the Tribe or consultant access to the project site.

Payment Schedule and Contract

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

All work done under this contract is subject to grant agreements between the Tribe, Lower Columbia Fish Recovery Board (LCFRB) and Washington State's Recreation and

Conservation Office ("RCO"), with all associated requirements included as flow down provisions. Consultant must agree to and ensure compliance with RCO's Standard Terms and Conditions and RCO Manuals, 7, 8, 5, and 18. Applicable grant agreements will be included with the contract and are available upon request.

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 Consultant to furnish acceptable insurance certificates with coverage as detailed in the attached contract prior to commencing work. The certificate will specify all of the parties (e.g., tribe and landowner). If requested, complete copies of insurance policies, trust agreements, etc. shall be provided to the Tribe. The Consultant shall be financially responsible for all pertinent deductibles, self-insured retentions and/or self-insurance. A certificate of insurance may be provided with proposal.

Submittals

Consultants 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. The Tribe will not provide the selection committee with materials more than the 16-page submittal limit. Note that staff resumes, bid sheet, and the price sheet are not included in the maximum page count.

The Tribe will evaluate proposal submittals for a Time and Materials (hourly) award based on the following required proposal submittals:

1. Cover letter
2. Proposed approach to all tasks and deliverables (site specificity; thoroughness; primary/subordinate and supporting tasks)
3. Key personnel qualifications and demonstrated experience/expertise with restoration design/permitting and bridge/culvert infrastructure design/permitting.
4. Estimate of availability, proposed schedule, and fees (e.g., budgets for lump sum bid items (with subordinate/supporting tasks details and costs)
5. Project and Client References: Include minimum of 3 recent examples of relevant prior habitat restoration and bridge/culvert projects with references (include project summary, cost, contract duration, and reference contact's current phone and email contact information)

6. Describe ability to respond to the Cowlitz Indian Tribe's time-sensitive schedule, demonstrated ability to work successfully with owners/representatives and regulatory staff on prior stream restoration, fish passage, bridge and culvert replacements and associated infrastructure, and flexibility/efficiency when providing desired deliverables.
7. Bid Sheet
8. Price Sheet
9. Staff resumes

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

	Criteria	Points
A.	Cover letter	5
B.	Proposal: Detailed approach to tasks and deliverables	30
C.	Key Personnel: qualifications for restoration design and permitting	15
D.	Proposed Schedule: estimate of availability and ability to respond to the Cowlitz Indian Tribe's time sensitive schedule	10
E.	Project and Client References: minimum of 3 relevant projects with up to date client contact information	10
F.	Bid Sheet	25
G.	Price Sheet	5
	Total Points Available:	100

The Tribe is interested in working with qualified consultants who have demonstrated expertise in the development of final design plansets and associated deliverables (per RCO Manual 18, appendix D) and submittals of supporting permitting applications. The consulting firms should have a history of coordinating with the USFS and local regulatory agencies and success obtaining state and federal permits to support stream/habitat restoration as well as bridge/culvert infrastructure 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 and proposed approaches to tasks/deliverables, and compare pricing to identify the first-choice consultant offering the "best value to the Tribe" and then enter into negotiation with the first-choice consultant to award the contract. If agreement cannot be reached on budget, Tribe staff will enter negotiations with the lower ranked consultants, in ranked order, until agreement is reached. The Tribe reserves the right to accept or reject any or all bids, enter into contracts with more than one consultant, and use selected consultant and contract rates on more than one project. The Tribe reserves the right to waive any formal defects or irregularities in the proposals/bids, or to not award the project if deemed to be in the interest of the Tribe or funding agencies (e.g., if costs exceed grant

funding).

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 consultants that have expressed interest in submitting a proposal.

A hard copy or electronic version (email preferred) of Contractor's proposal must arrive at the following address before the proposal deadline:

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

Emailed proposals are preferred. If delivering a proposal in person, please call in advance to confirm office hours and instructions.

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 June XX, 2023 through November 30, 2024 absent a valid termination action in accordance with the express terms of this Agreement.
2. Consultant Obligations. The Consultant agrees to perform services as set forth below and detailed in the attached Exhibits A, C, D, E, F, G, and H (collectively, the "Services")
3. Designated Staff Contacts. The following Staff Contacts shall act as the primary points of contact for the Parties during the term of this Agreement. Tribe and Consultant agree that these Staff Contacts are designated for purposes of technical communication and service coordination only, and shall have no authority to authorize any changes, modifications, or addendums to this Agreement. The Parties may from time to time change their designated Staff Contact by giving the other party reasonable notice of such change.

Tribe's Staff Contact:

Justin Isle

Phone:

503.799.0934

Email: **jisle@cowlitz.org**

Consultant's Staff Contact:

Phone:

Email:

4. Notice; Designated Legal Contacts. Any and all legal notice required by or issued pursuant to this Agreement must be provided in writing, and shall be delivered postage pre-paid via certified mail or a reputable overnight courier to the following Legal Contacts:
 - 4.1. Legal notice to Consultant shall be at the address set forth on page one of this Agreement, and care of the Consultant's designated staff contact identified above.
 - 4.2. Legal notice to the Tribe shall be to the Cowlitz General Council Chair at the address set forth on page one of this Agreement, with courtesy copies sent to the Tribe's designated Staff Contact listed above, and to the Tribal Attorney of the Cowlitz Indian Tribe Legal Department at P.O. Box 2547 Longview, WA 98632.
 - 4.3. Either party may from time to time change its designated address for legal notice, or designated Legal Contact(s) for notice, by giving the other party reasonable notice of such change in writing.
5. Change Orders. Consultant understands and agrees that any material changes, modifications, or addendums to this Agreement and/or the underlying Project must be authorized in writing by the Cowlitz Tribal Council, acting through its designated representative and executed by an individual to whom the Tribe has delegated signature authority.
6. Compensation.
 - 6.1. Maximum Compensation. The maximum total compensation amount approved by Tribe and payable to Consultant under this contract shall not exceed XXXXXXXXXXXXXXXX (\$_____); 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 C and Exhibit D 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, Page 11 of 30 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 *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 and United States Forestry Service (if required) 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 B – Contract**
- **Exhibit C – Bid Sheet**
- **Exhibit D – Price Sheet**
- **Exhibit E– Cispus Floodplain Reconnection Project – Preliminary Maps and Photos**
- **Exhibit F – Consultant Proposal/Bid**
- **Exhibit G - Tribe’s Q&A Responses / Addenda**
- **Exhibit H – Grant Agreements (redacted)**

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
Bid Sheet

Cispus Floodplain Reconnection Project RFP
Preliminary Engineering Design Services
Exhibit C: Bid Sheet

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



Bid Item	Item Description	Total Quantity	Unit	Unit Price	Total Bid Price
1	Field Investigatoins and Surveys (Total including all labor, equipment, & all incidentals)	1	JOB	Lump Sum	\$
2	Hydrology and Hydraulics Studies (Total including all labor, equipment, & all incidentals)	1	JOB	Lump Sum	\$
3	Conceptual Design Alternatives (Total including all labor, equipment, & all incidentals)	1	JOB	Lump Sum	\$
4	Preliminary Design and Report (Total including all labor, equipment, & all incidentals)	1	JOB	Lump Sum	\$
5	Project Management and Coordination (Total including all labor, equipment, & all incidentals*)	1	JOB	Lump Sum	\$
SUBTOTAL					
6	Lewis County Tax (State 6.5%, County 1.3%)			7.80%	
TOTAL BID					\$

Signature: _____

Date: _____

Exhibit D
Price Sheet

Cispus Floodplain Reconnection Project RFP
Preliminary Engineering Design Services
Exhibit D: Price Sheet - Hourly Rates for Potential
Follow-On Tasks

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



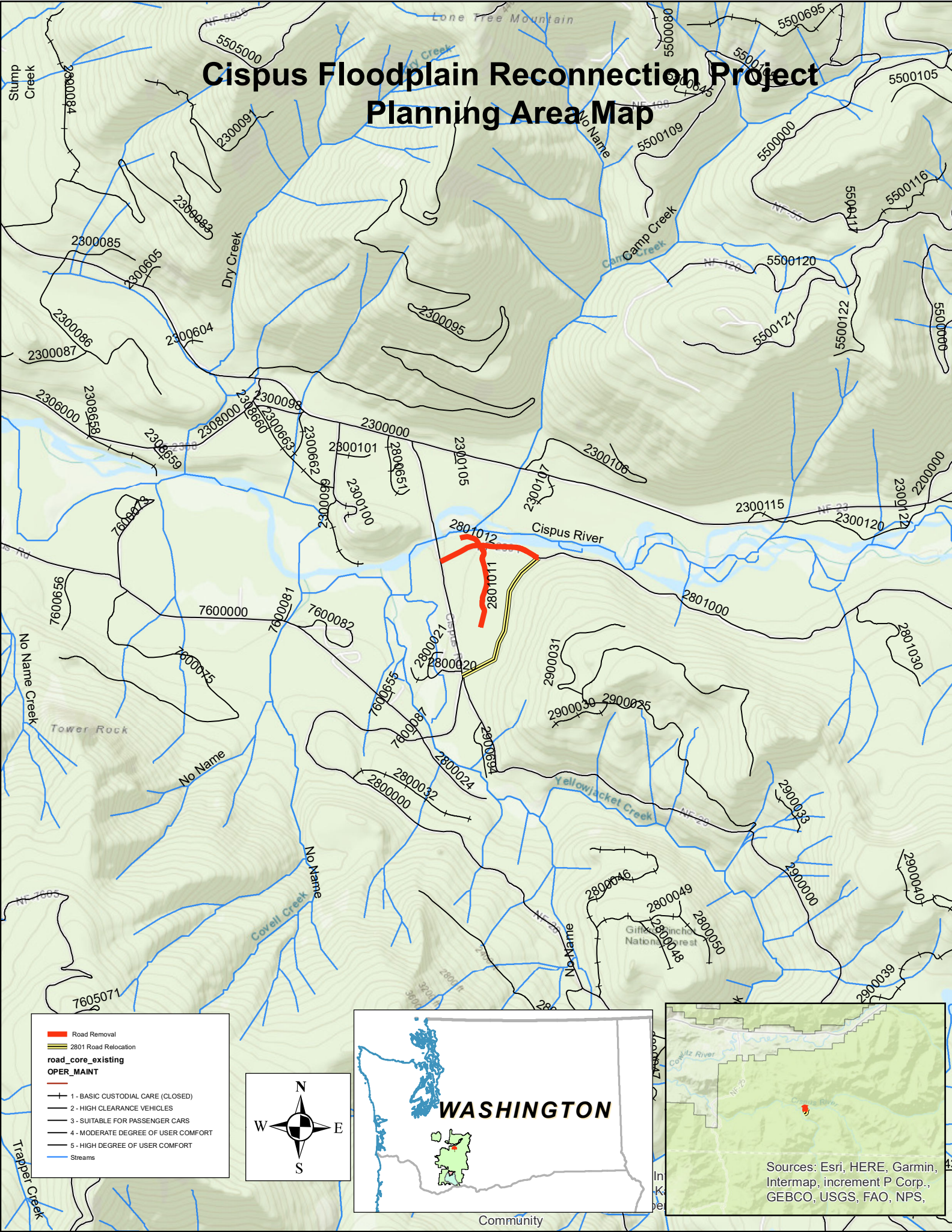
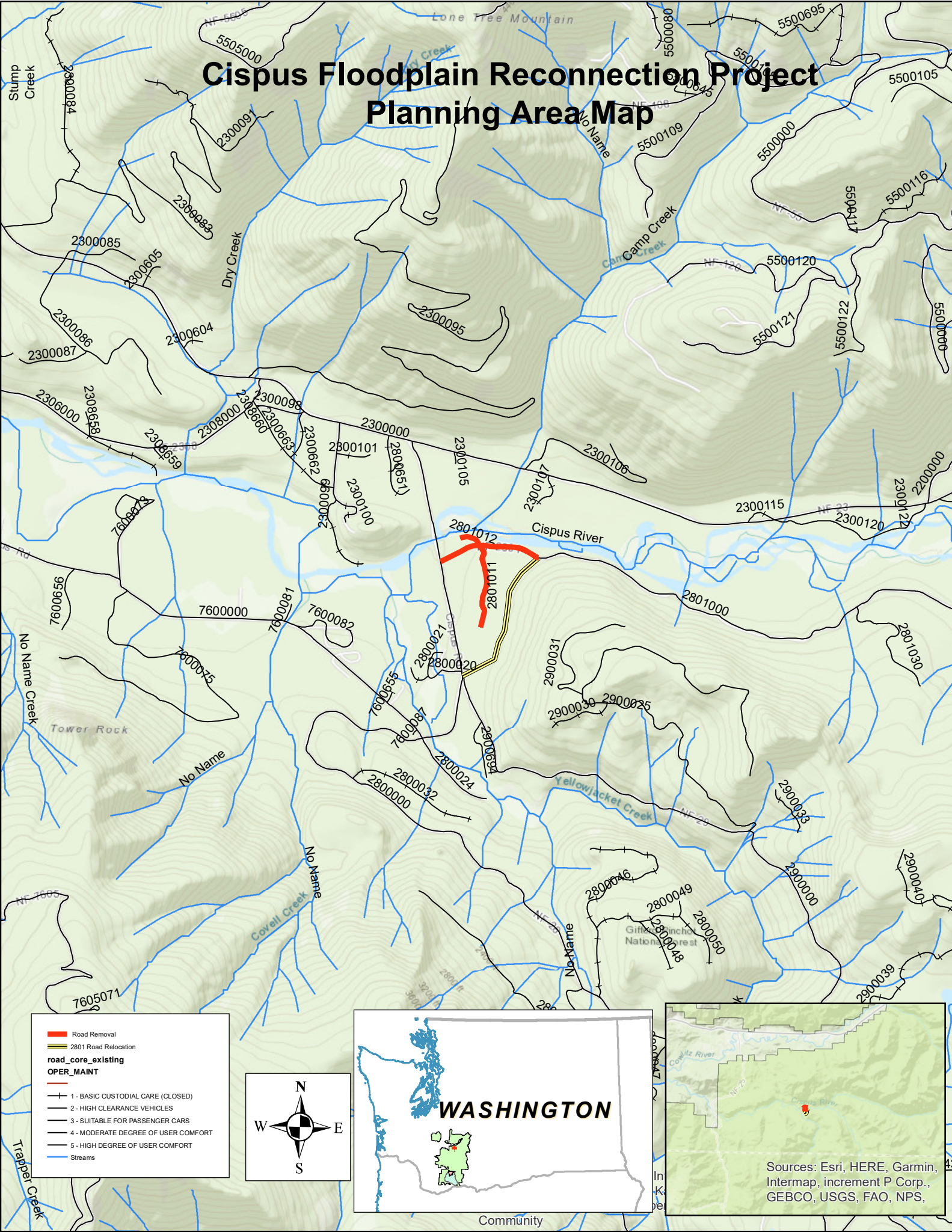
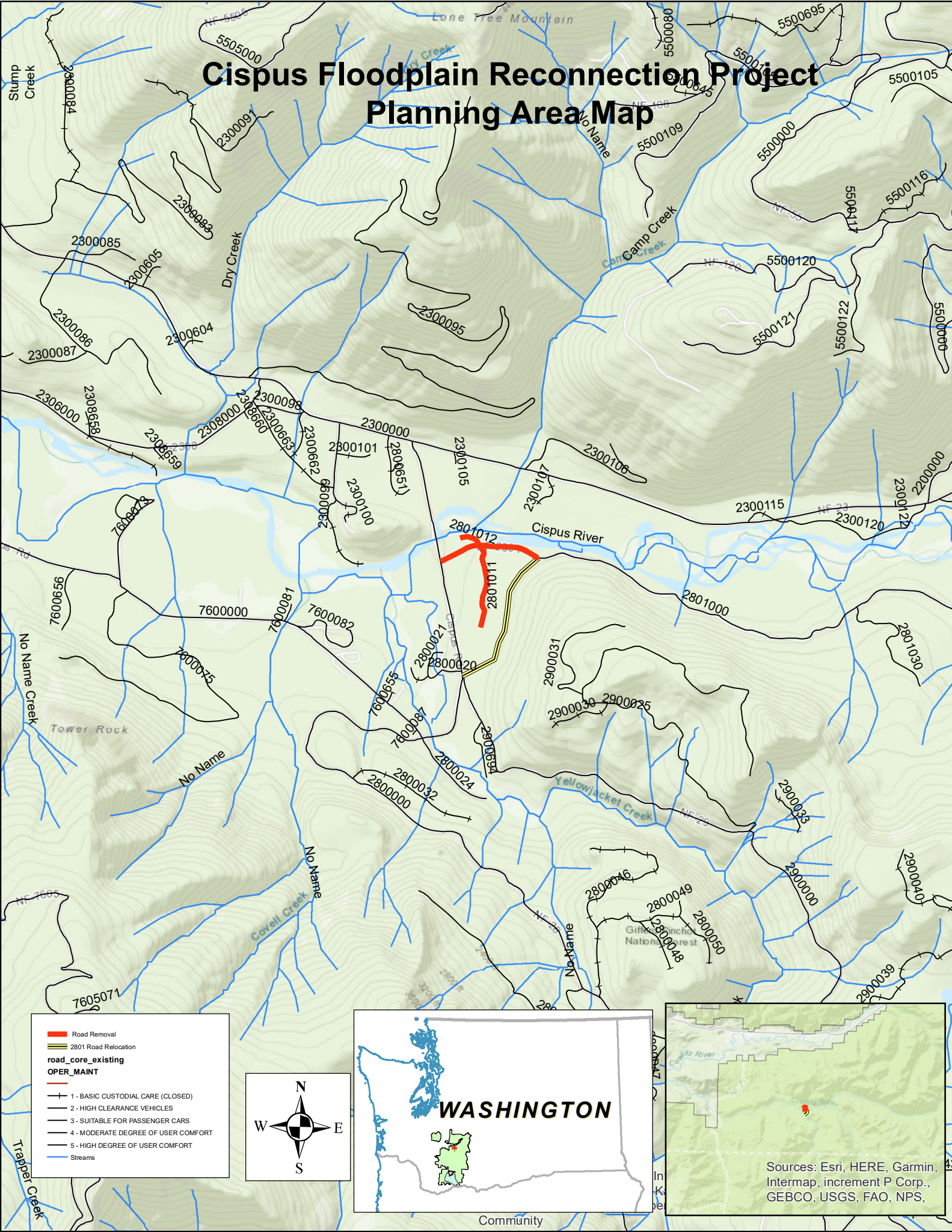
Items	Staff Name	Title/Level/Position (as applicable)	Unit	Hourly Rate (loaded rate for qualified staff)
1	Staff			
			Hourly	\$
			Hourly	\$
			Hourly	\$
			Hourly	\$
			Hourly	\$
			Hourly	\$
			Hourly	\$
			Hourly	\$
			Hourly	\$
			Hourly	\$
			Hourly	\$

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

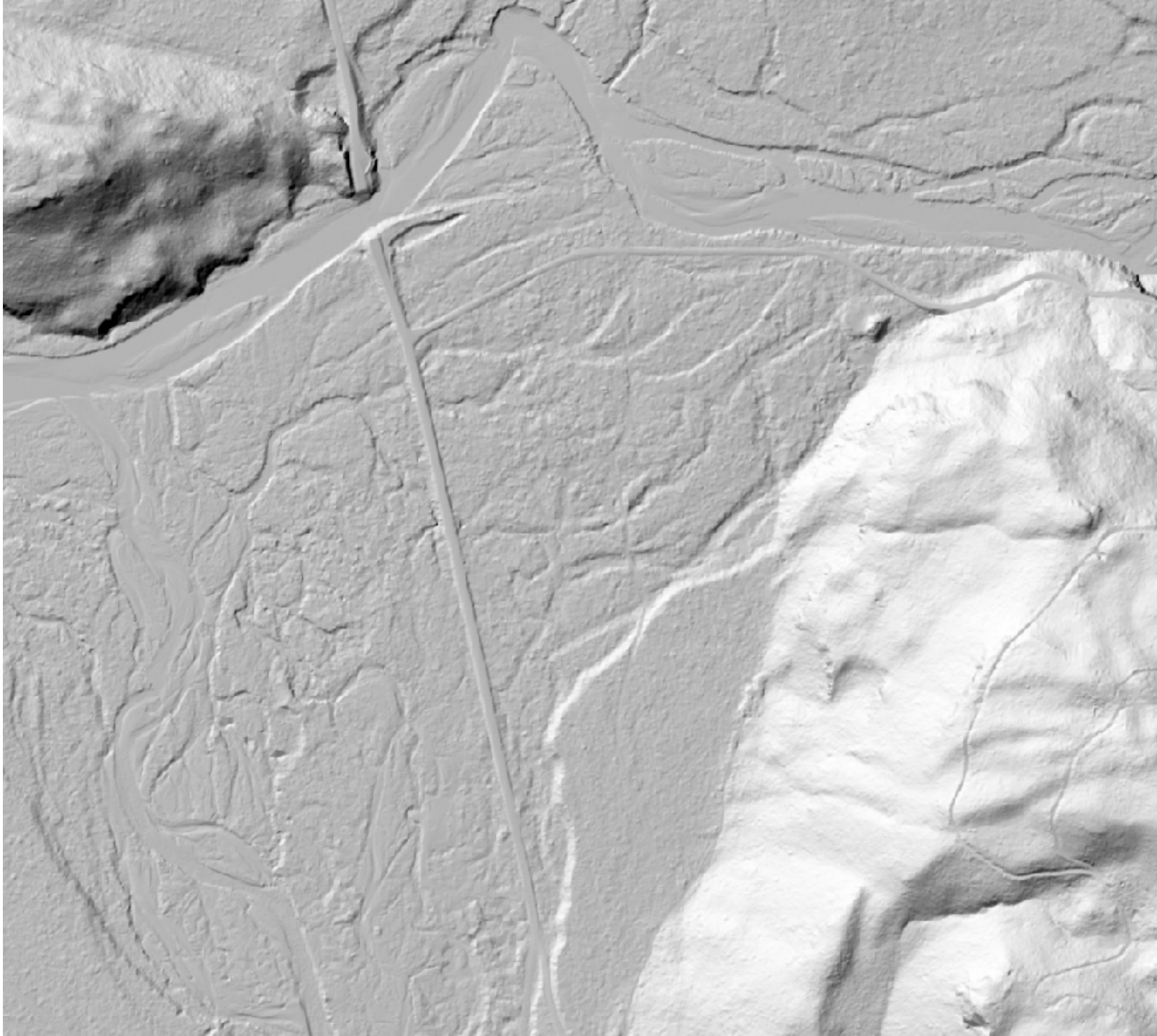
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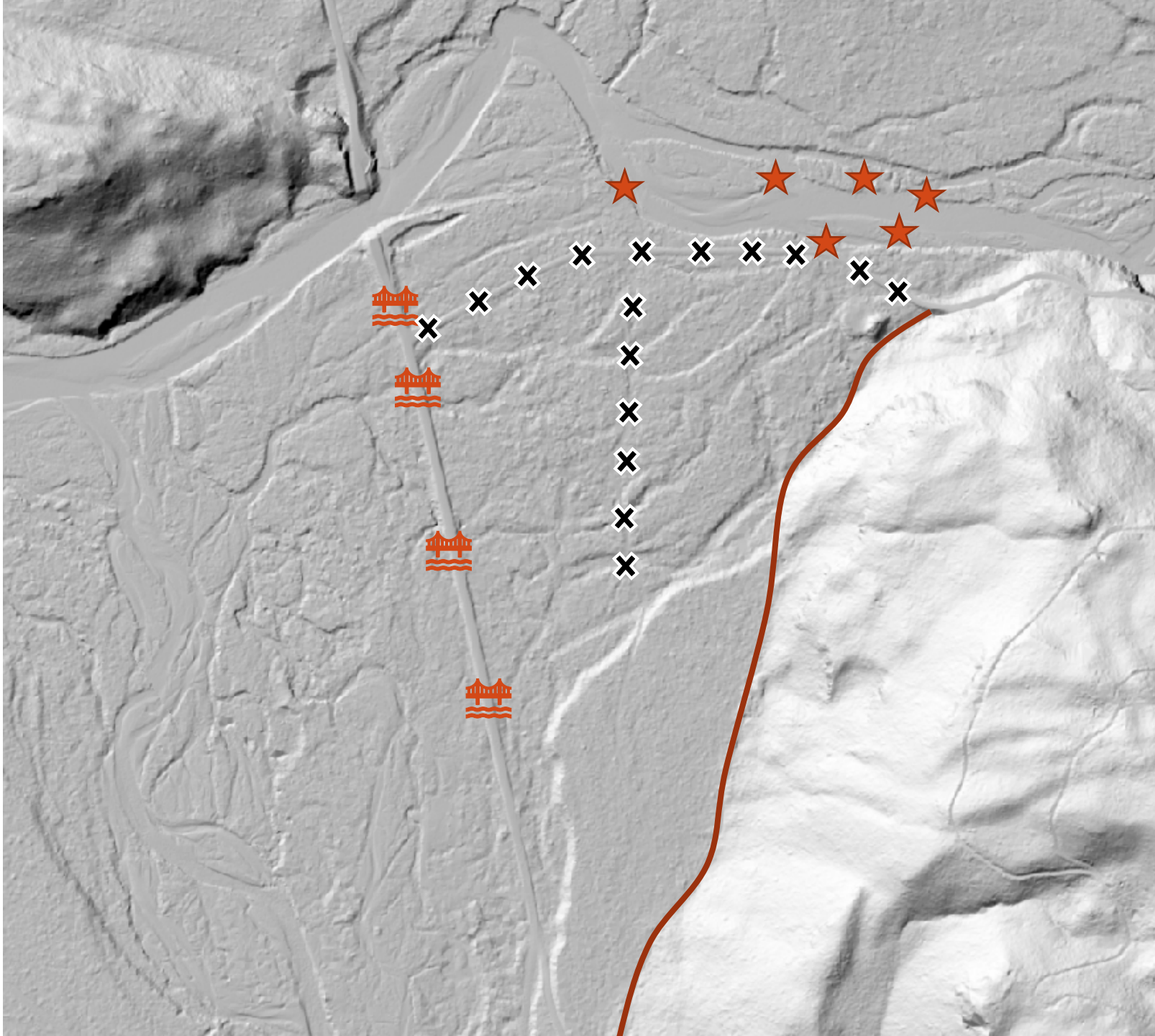
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Exhibit E
Cispus Floodplain Reconnection Project – Preliminary Maps
and Photos

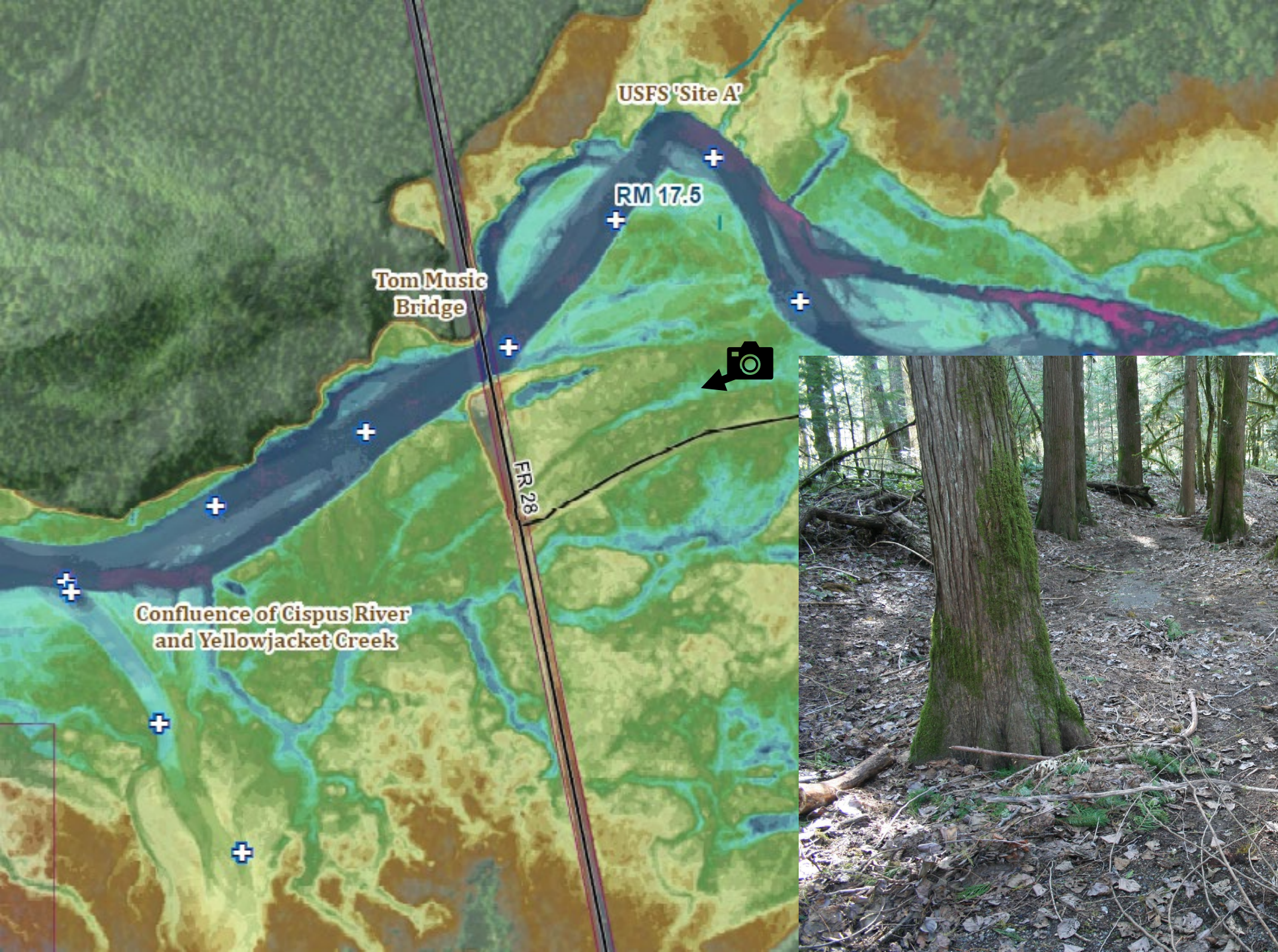


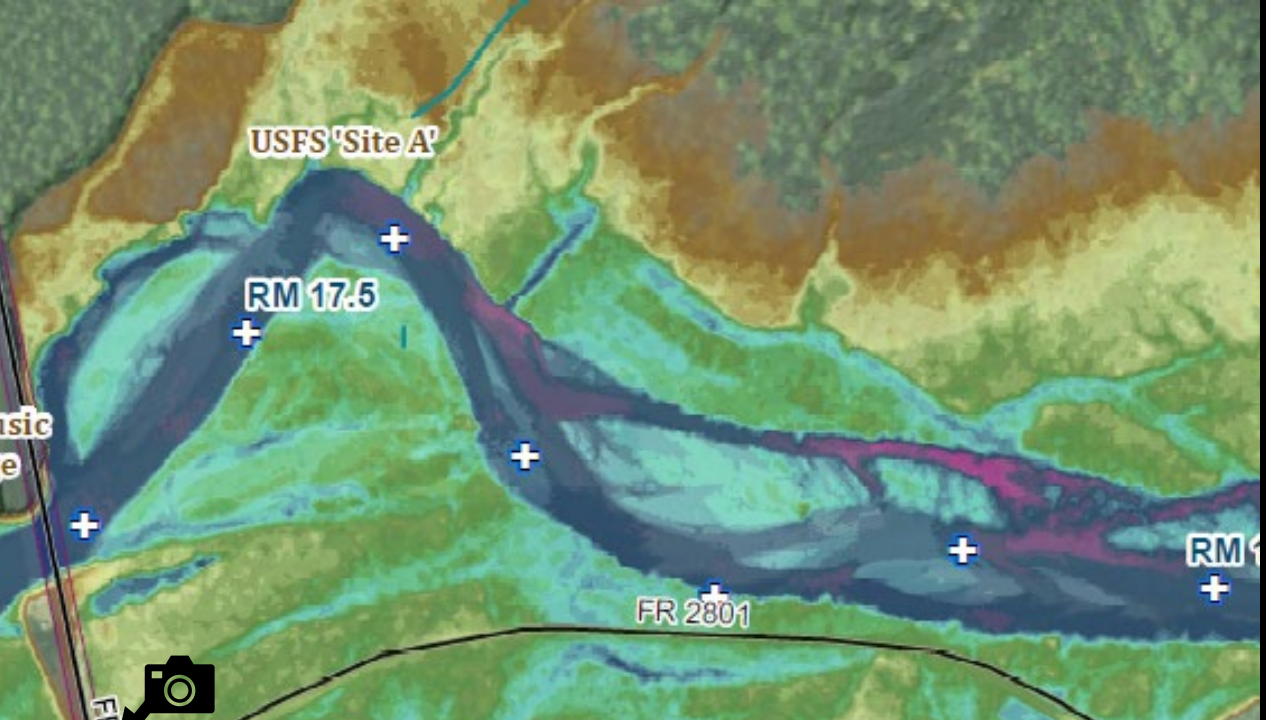




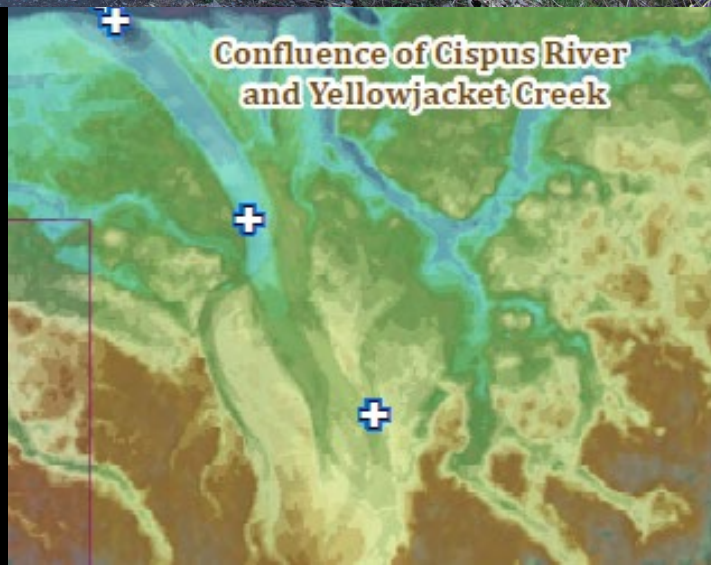
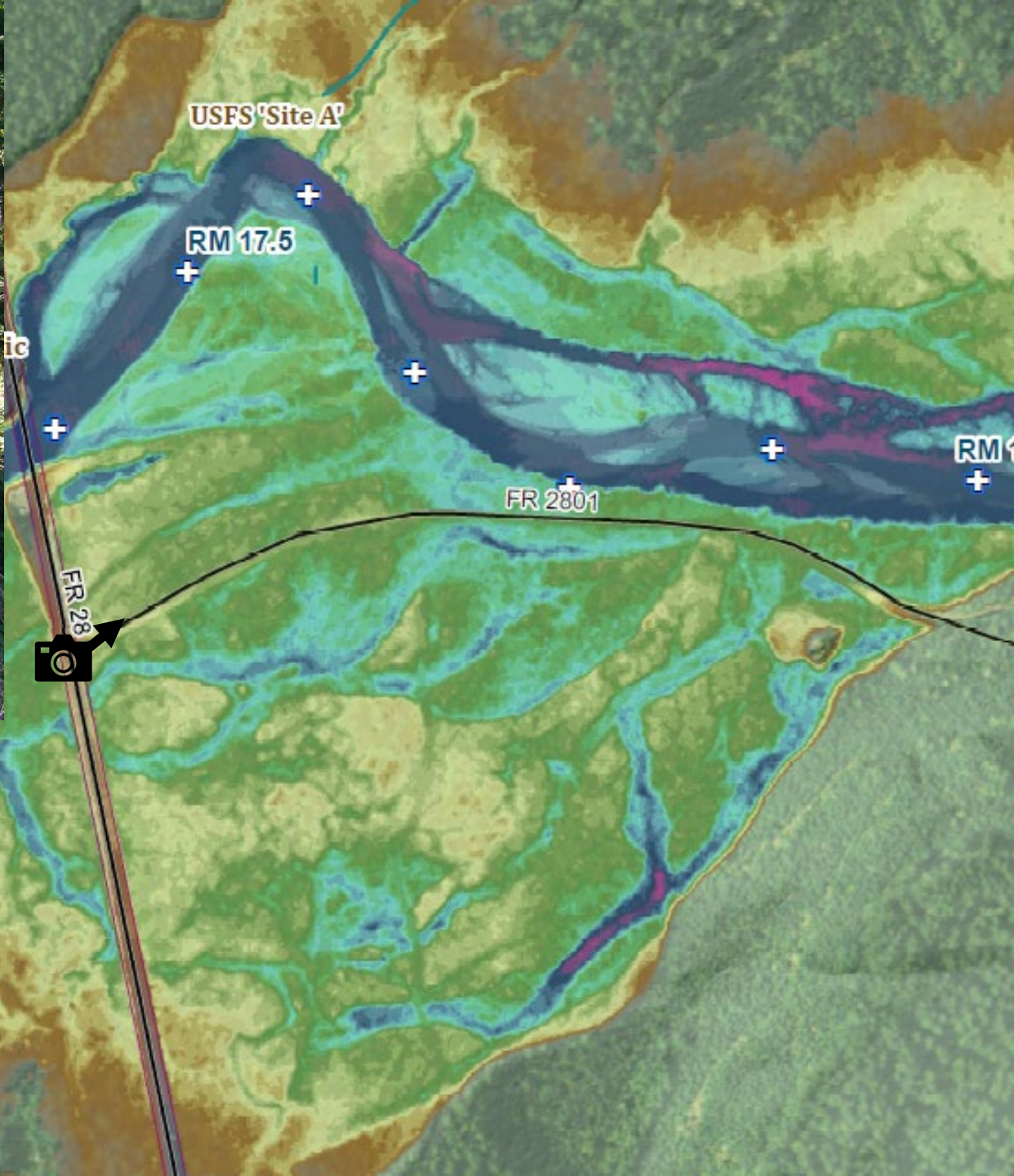


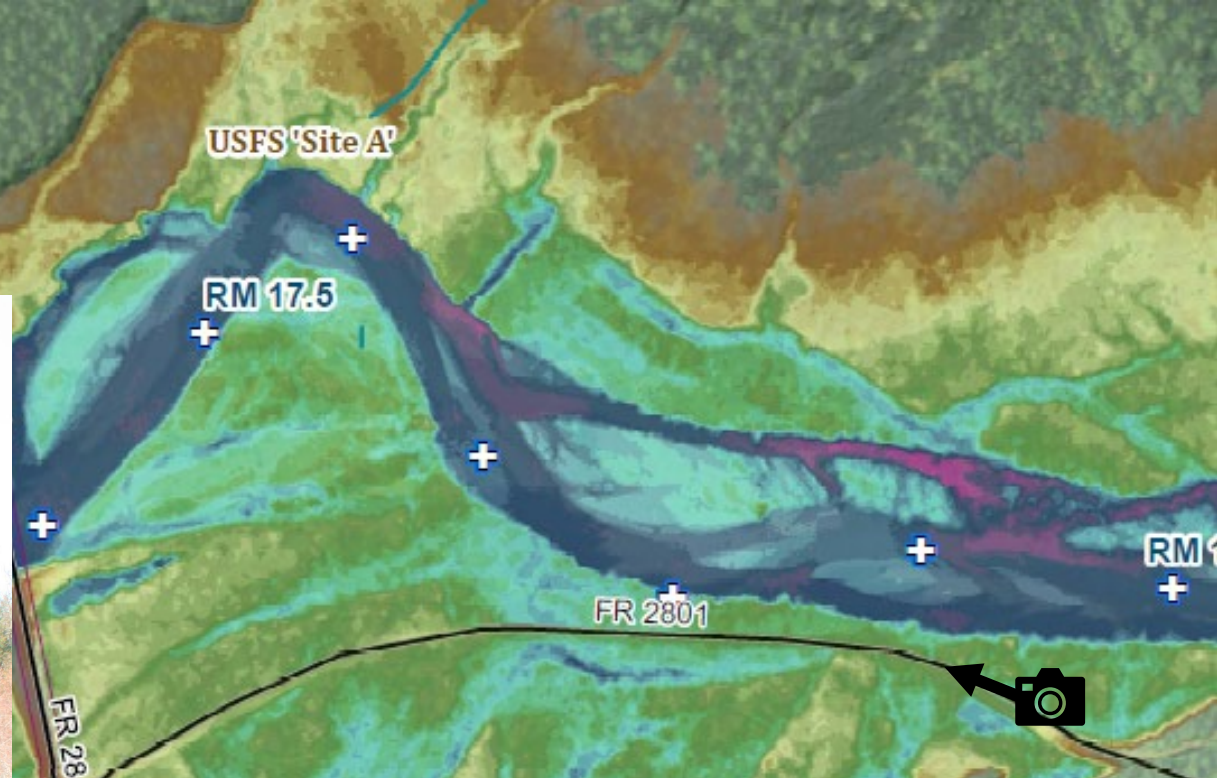




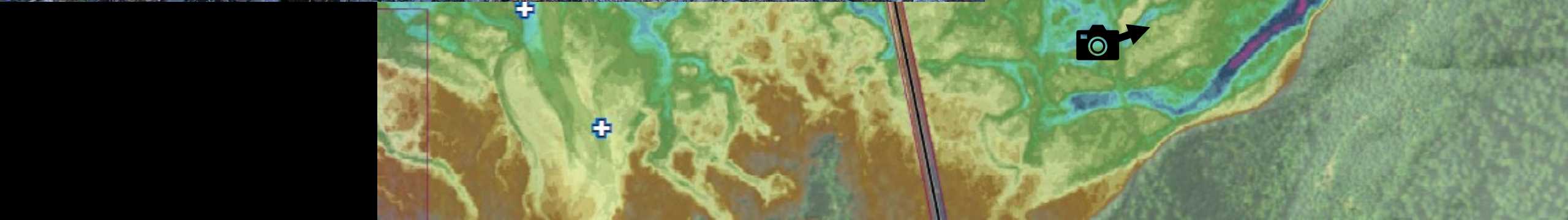


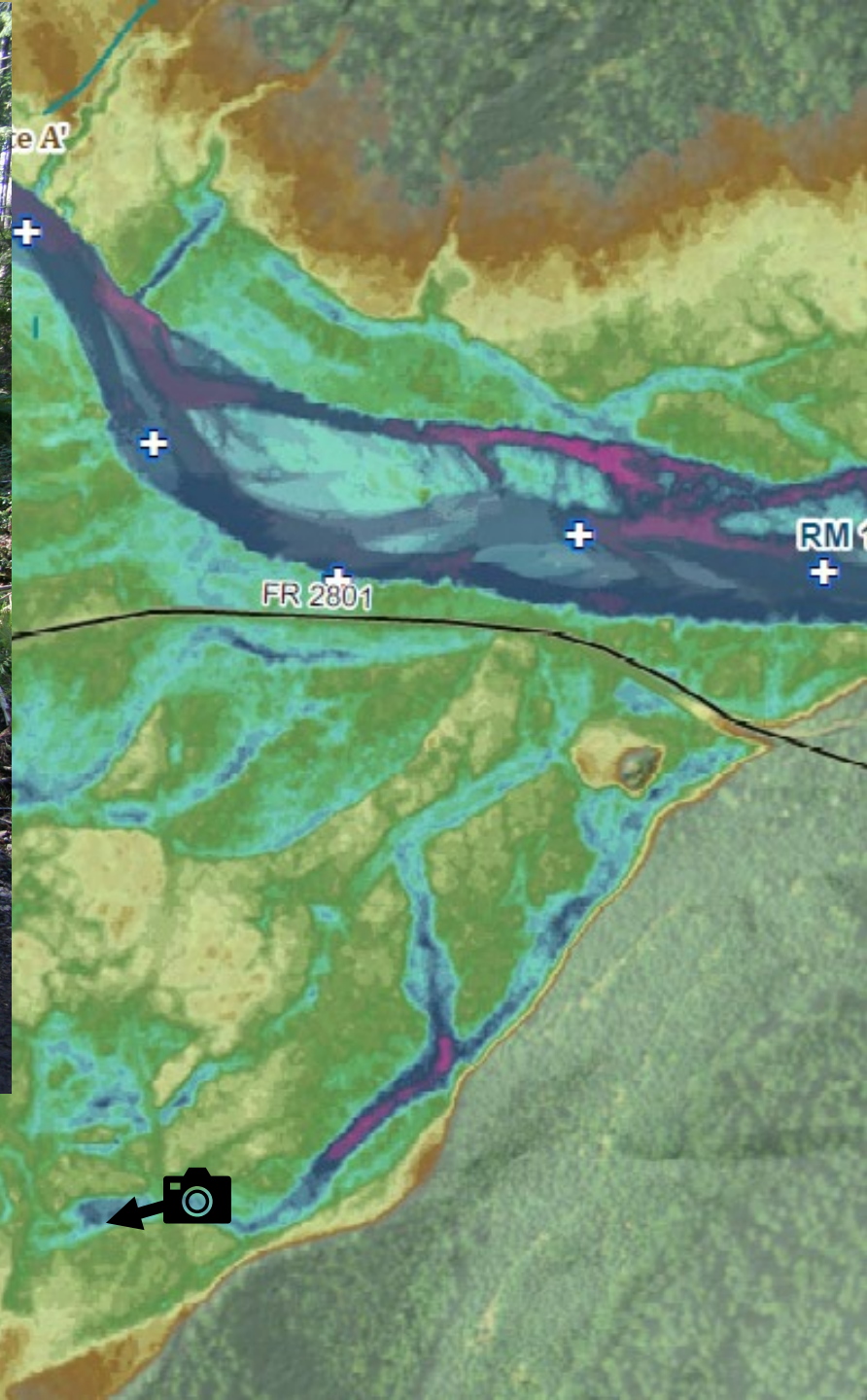














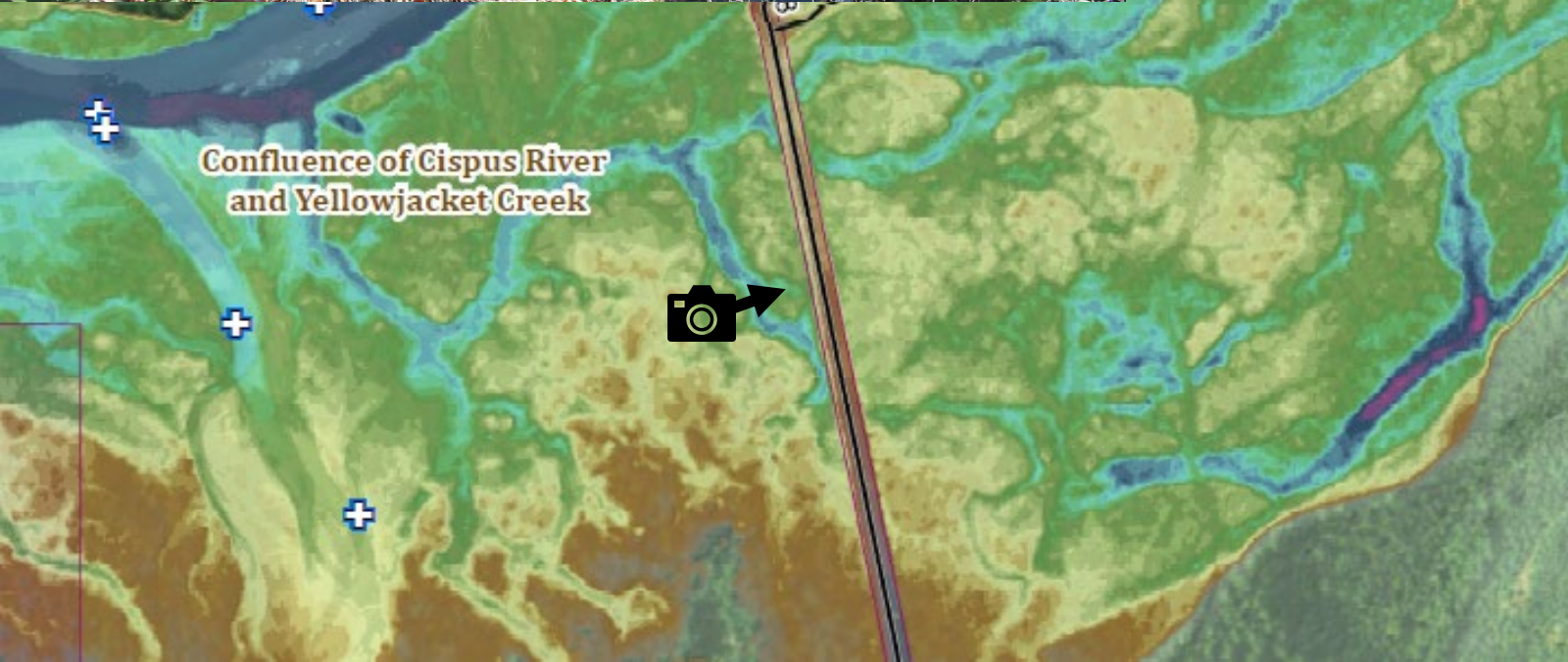


Exhibit F
Consultant Proposal/Bid

Exhibit G
Tribe's Q&A Responses / Addenda

Exhibit H
Grant Agreements (redacted)

LOWER COLUMBIA FISH RECOVERY BOARD PROJECT AGREEMENT

Program: Cowlitz Restoration and Recovery (CRR) Fund

Project Number and Name: CRR21-01 Cispus Floodplain Reconnection Project Design

Project Sponsor: Cowlitz Indian Tribe

Tax ID:

I. PARTIES TO THIS AGREEMENT

This Project Agreement (Agreement) is entered into between the Lower Columbia Fish Recovery Board (LCFRB), 11018 NE 51st Circle, Vancouver Washington, 98682 and the Cowlitz Indian Tribe (Sponsor), 1055 9th Ave, Suite B, Longview, WA, 98632 and collectively referred to as the "parties".

II. PURPOSE OF THE AGREEMENT

This Agreement sets out the terms and conditions by which a grant is made from the Cowlitz Restoration and Recovery (CRR) Fund, a dedicated account for the Upper Cowlitz and Cispus Rivers, funded through Tacoma Power. The grant is administered by the LCFRB to the Sponsor for the project named above per the director's authority granted in RCW 77.85.200.

III. PERIOD OF PERFORMANCE

The period of performance begins on the date of mutual acceptance (project start date) and ends on December 31, 2023 (project end date). No allowable costs incurred before or after this period is eligible for reimbursement unless specifically provided for by written amendment to this Agreement.

The Sponsor must request an extension of the period of performance at least 60 days before the project end date.

IV. DESCRIPTION OF PROJECT

The Cowlitz Indian Tribe, in partnership with the Gifford Pinchot National Forest, will develop a preliminary design to relocate Forest Road 2801 near Randle, WA, and address flood conveyance under Forest Road 28 to reduce river valley constriction and increase floodplain interaction. Design alternatives will include in-stream structures to enhance floodplain connection after road removal. The resulting project will support natural habitat forming processes and increase floodplain rearing habitat for Lower Columbia coho, steelhead, and chinook while preserving emergency egress for the local community.

V. SCOPE OF WORK AND BUDGET

The Sponsor shall undertake the Project as described in this Agreement, and in accordance with the Incorporated Documents listed in Section 22.

VI. PROJECT FUNDING

The total grant award provided by the LCFRB for this project shall not exceed \$ _____. The LCFRB shall not pay any amount beyond that approved for grant funding unless an additional amount has been approved in advance by the LCFRB administration and incorporated by written amendment into this Agreement. The Sponsor shall be responsible for all total project costs that exceed this amount. The matching share provided by the Sponsor shall be indicated below:

	Dollar Amount
Cowlitz Restoration and Recovery Fund	[REDACTED]
Sponsor Match	[REDACTED]
Total	[REDACTED]

The Sponsor agrees that funds received from the LCFRB can be expended for only public purposes and the Sponsor will keep identifiable financial and performance books and records of all funds received pursuant to this Agreement from the LCFRB detailing the receipts and expenditures of such funds; that these detailed accounting records shall be made available at all reasonable times to any county, state, or federal auditor, whose duties include auditing these funds.

VII. REIMBURSEMENT OF COSTS

Invoices including match documentation may be submitted monthly or quarterly by the fifteenth (15th) day of the month to the LCFRB for work completed. All invoices and documentation for match must be itemized to include the minimum requirements listed in the CRR Project Management Manual (LINK).

The Sponsor is responsible for providing cost allocation documentation for all employer-paid benefits and overhead rates.

Mileage and other travel-related costs such as lodging, meals and parking shall be documented on reimbursement forms and include copies of receipts for all expenses, unless using state per diem and travel rates.

An administrative fee for secondary sponsors and subcontractor services shall not be added to the cost of invoices.

If agreed to in advance, and, in writing by the LCFRB, the Sponsor may invoice the LCFRB for additional charges incurred in the event of an unanticipated increase in project-related taxes, fees or similar levies; or if project-related services, facilities or equipment must be modified to comply with new laws or regulations or changes to existing laws or regulations that become effective after execution of this Agreement.

VIII. RETAINAGE HELD UNTIL PROJECT COMPLETE

The LCFRB reserves the right to withhold disbursement of up to ten percent (10%) of the total amount of the grant to the Sponsor until the project has been completed. A project is considered "complete" when:

- All approved or required activities outlined in the CRR Project Management Manual (LINK) and Agreement are done;
- A final project report is submitted and accepted by the LCFRB;
- Any other required documents are complete and submitted to the LCFRB;
- A final reimbursement request is submitted and accepted by the LCFRB;
- The completed project has been accepted by the LCFRB; and
- Fiscal transactions are complete.

IX. ADVANCE PAYMENTS

See the CRR Project Management Manual (LINK) for information on advance payments.

X. PROGRESS REPORTING

The Sponsor will provide written quarterly progress reports. The report will summarize activities completed during the reporting period, the current status of all tasks and percent complete, and the task budget and percent spent to date. The report shall identify problems encountered, their impacts to the schedule and budget and corrective actions taken or planned. The LCFRB will provide a progress report template that can be used and emailed to the LCFRB administration.

Reimbursement payments will be delayed if progress reporting is not current.

XI. RIGHTS AND OBLIGATIONS INTERPRETED IN LIGHT OF RELATED DOCUMENTS

All rights and obligations of the parties under this Agreement shall be interpreted in light of the information provided in the Sponsor's application and the project summary under which the Agreement has been approved as well as documents produced in the course of administering the Agreement, including the eligible scope of work activities and reports incorporated herein by reference. Provided, to the extent that information contained in such documents is inconsistent with this Agreement, it shall not be used to vary the terms of the Agreement, unless those terms are shown to be subject to an unintended error or omission. This "Agreement" as used here and elsewhere in this document, unless otherwise specifically stated, has the meaning set forth in the definition of the Standard Terms and Conditions.

XII. AMENDMENTS MUST BE IN SIGNED WRITING

Except as provided herein, no amendment/deletions of any of the terms or conditions of this Agreement will be effective unless provided in writing signed by both parties. Except, extensions of the period of performance and minor scope adjustments need only be signed by LCFRB administration, unless the consent of the Sponsor to an extension is required by its auditing policies, regulations, or legal requirements, in which case, no extension shall be effective until so consented.

Time extensions are up to the discretion of the LCFRB administration.

XIII. COMPLIANCE WITH APPLICABLE LAWS, STATUTES, RULES, AND LCFRB POLICIES

This Agreement is governed by, and the Sponsor shall comply with, all applicable state and federal laws and regulations, LCFRB published policies, applicable manuals, exhibits, and any applicable state and federal program and accounting rules as of the effective date of this agreement, all of which are incorporated herein by this reference as if fully set forth. Provided, any update in law, rule, policy, or manual that is incorporated as a result of an amendment shall apply only prospectively and shall not require that an act previously done in compliance with existing requirements be redone unless otherwise expressly stated in the amendment.

For the purpose of this Agreement, the CRR Project Management Manual (LINK) is deemed applicable and shall apply as terms of this Agreement.

For the purpose of this Agreement, any rules and regulations imposed as a condition of the FERC License for the Cowlitz Hydroelectric Project will be followed upon communication of those requirements by Tacoma Power to the sponsor, included as incorporated documents to this Agreement, and shall apply as terms of this Agreement.

XIV. SPECIAL CONDITIONS

None

XV. AGREEMENT CONTACTS

The parties will provide all written communications and notices under this Agreement to the mail address or the email address listed below if not both:

Project Contact Cowlitz Indian Tribe - NRD Attn: Eli Asher 1055 9 th Ave, Suite B Longview, WA 98632	LCFRB 11018 NE 51 st Circle Vancouver WA 98682
-----------------------------------------------------------------------------------------------------------------------------	---------------------------------------------------------------------

These addresses shall be effective until receipt by one party from the other of a written notice of any change.

XVI. ENTIRE AGREEMENT

This Agreement, with all amendments and attachments, constitutes the entire Agreement of the parties. No other understandings, oral or otherwise, regarding this Agreement shall exist or bind any of the parties.

XVII. EFFECTIVE DATE

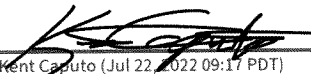
This Agreement shall be subject to the written approval of the LCFRB's authorized representative and shall not be effective and binding until the date signed by both the Sponsor and the LCFRB, whichever is later (Effective Date). Reimbursements for eligible and allowable costs incurred within the period of performance identified in *Section III. Period of Performance* are allowed only when this Agreement is fully executed and an original is received by the LCFRB.

The Sponsor has read, fully understands, and agrees to be bound by all terms and conditions as set forth in this Agreement. The signators listed below represent and warrant their authority to bind the parties to this Agreement.

XVIII. SOVEREIGN IMMUNITY

Notwithstanding any other terms or provisions of this Agreement, LCFRB understands and agrees that Sponsor, 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.

Sponsor Name

By: 
Kent Caputo (Jul 22, 2022 09:17 PDT)
Kent Caputo
Chief Operating Officer
Cowlitz Indian Tribe

Date: _____

Lower Columbia Fish Recovery Board

By: *Steve Manlow*
Steve Manlow (Jul 22, 2022 14:23 PDT)

Steve Manlow
Executive Director

Date: _____

GENERAL TERMS AND CONDITIONS TO THE PROJECT AGREEMENT

1. Performance by the Sponsor

The Sponsor and secondary sponsor where applicable, shall undertake the project as described in this Agreement, the Sponsor's application, and in accordance with the Sponsor's proposed goals and objectives described in the application or documents submitted with the application, all as finally approved by the LCFRB. All submitted documents are incorporated by this reference as if fully set forth herein.

2. Assignment

Neither this Agreement, nor any claim arising under this Agreement, shall be transferred or assigned by the Sponsor without prior written consent of the LCFRB.

3. Responsibility for Project

While the LCFRB undertakes to assist the Sponsor with the project by providing a grant pursuant to this agreement, the project itself remains the sole responsibility of the Sponsor. The LCFRB undertakes no responsibilities to the Sponsor, a secondary sponsor, or to any third party, other than as is expressly set out in this Agreement. The responsibility for the implementation of the project is solely that of the Sponsor, as is the responsibility for any claim or suit of any nature by any third party related in any way to the project. When a project is sponsored by more than one entity, any and all sponsors are equally responsible for the project and all post-completing stewardship responsibilities.

4. Long-term Obligations

For this restoration project, the Sponsor's long-term obligations for the project area shall be for a minimum of ten (10) years, or more as specified in the Landowner Agreement, beginning at project completion, unless otherwise identified in the Agreement or as approved by LCFRB. In all cases, the project area may not, without prior written approval of LCFRB, be converted to a use other than that for which funds were originally approved.

5. Independent Capacity of the Sponsor

The Sponsor is an independent contractor under this Agreement. This Agreement gives no rights or benefits to anyone not named as a party to this Agreement, and there are no third party beneficiaries to this Agreement.

The parties intend that the Sponsor be an independent contractor, responsible for its own employer/employee benefits such as Workmen's Compensation, Social Security, Unemployment, and health and welfare insurance. The parties agree that the Sponsor personal labor is not the essence of this Agreement; that the Sponsor will own and supply its own equipment necessary to perform this Agreement; that the Sponsor will employ its own employees; and, that except as to defining the work and setting the parameters of the work, the Sponsor shall be free from control or direction of the LCFRB over the performance of such services.

The Sponsor represents that it is capable of providing the services identified in the scope of work.

6. Conflict of Interest

Notwithstanding any determination by the Ethics Board or other tribunal, LCFRB may, in its sole discretion, by written notice to the Sponsor terminate this Agreement if it is found after due notice and examination by LCFRB that there is a violation of the Ethics in Public Service Act, RCW 42.52 ([LINK](#));

LCFRB Bylaws or policies; or any similar statute involving the Sponsor in the procurement of, or performance under, this Agreement.

In the event this Agreement is terminated as provided herein, LCFRB shall be entitled to pursue the same remedies against the Sponsor as it could pursue in the event of a breach of the Agreement by the Sponsor. The rights and remedies of LCFRB provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

- 7. Equal Opportunity Employment.** The Sponsor shall not discriminate on the basis of race, color religion, sex, national origin, age, disability, marital or veteran status, political affiliation, or any other legally protected status in employment or the provision of services.

The Sponsor shall take affirmative action to ensure that employees are employed and treated during employment without discrimination because of their race, color, religion, sex, national origin, creed, marital status, age, Vietnam Era veteran status, disabled veteran status or disability. Such action shall include but not be limited to, the following: employment, upgrading, demotion, or transfer, recruitment or selection for training, including apprenticeships and volunteers.

The Sponsor shall not, on the grounds of race, color, sex, religion, national origin, creed, age or disability:

- (1) Deny an individual any services or other benefits provided under this Agreement.
- (2) Provide any service(s) or other benefits to an individual which are different, or are provided in a different manner from those provided to others under this Agreement.
- (3) Subject an individual to unlawful segregation, separate treatment, or discriminatory treatment in any manner related to the receipt of any service(s), and/or the use of the Sponsor's facilities, or other benefits provided under this Agreement.
- (4) Deny any individual an opportunity to participate in any program provided by this Agreement through the provision of services or otherwise, or afford an opportunity to do so which is different from that afforded others under this Agreement. The Sponsor, in determining (a) the types of services or other benefits to be provided or (b) the class of individuals to whom, or the situation in which, such services or other benefits will be provided or (c) the class of individuals to be afforded an opportunity to participate in any services or other benefits, will not utilize criteria or methods of administration which have the effect of subjecting individuals to discrimination because of their race, color, sex, religion, national origin, creed, age, or disability.

The Sponsor agrees to utilize minority-owned and women-owned businesses to the maximum extent possible in the servicing of this Agreement.

- 8. Noncompliance with Nondiscrimination Plan.** In the event of the Sponsor's noncompliance or refusal to comply with the above nondiscrimination plan, this Agreement may be rescinded, canceled or terminated in whole or in part, and the Sponsor may be declared ineligible for further Agreements with the LCFRB. The LCFRB shall, however, give the Sponsor reasonable time to cure this noncompliance. Any dispute may be resolved with the "disputes" procedure set forth herein.

- 9. Wage and Hour Compliance.** The Sponsor shall comply with all applicable federal and state provisions concerning wages and conditions of employment, fringe benefits, overtime etc., as now exists or is hereafter enacted during the term of this Agreement, and shall save the LCFRB harmless from all actions, claims, demands, and expenses arising out of the Sponsor's failure to so comply.
- 10. Subcontracts.** The Sponsor may use the services of a sub-contractors to perform a portion of its obligations under this Agreement however there shall be no markup on charges presented for these services. Sub-contractors are obligated to comply with the invoicing and reimbursement policies set forth in this Agreement.
- 11. Insurance.**
- a. **Insurance of the Sponsor.** The Sponsor will maintain throughout the performance of this Agreement the following types and amounts of insurance:
- i. Worker's Compensation and Employer's Liability Insurance as required by applicable state or federal law.
 - ii. Comprehensive Vehicle Liability Insurance covering personal injury and property damage claims arising from the use of motor vehicles with combined single limits of one million dollars and zero cents (\$1,000,000).
 - iii. Commercial General Liability Insurance covering claims for personal injury and property damage with combined single limits of one million dollars and zero cents (\$1,000,000).
 - iv. Professional Liability (Errors and Omissions, on a claims-made basis) Insurance with limits of one million dollars and zero cents (\$1,000,000).
 - v. The Sponsor agrees to provide the LCFRB with evidence of liability insurance naming the LCFRB as an additionally insured party with respect to ii and iii above.
- b. **Interpretation.** Notwithstanding any other provision(s) in this Agreement, nothing shall be construed or enforced so as to void, negate or adversely affect any otherwise applicable insurance held by any party to this Agreement.
- 12. Mutual Indemnification.** The Sponsor agrees to indemnify and hold harmless LCFRB, its officials and its employees from and against any and all loss, cost, damage, or expense of any kind and nature (including, without limitation, court costs, expenses, and reasonable attorneys' fees) arising out of injury to persons or damage to property (including, without limitation, property of LCFRB, the Sponsor, and their respective employees, agents, licensees, and representatives) in any manner caused by the negligent acts or omissions of the Sponsor in the performance of its work pursuant to or in connection with this Agreement to the extent of the Sponsor's proportionate negligence, if any.

This indemnification clause shall also apply to any and all causes of action arising out of the performance of milestones and work activities under this Agreement. If Sponsor contracts for services or activities utilizing funds provided in whole or in part by this Agreement all such contracts shall include a provision that LCFRB is not liable for damages or claims from damages arising from any contractor or subcontractor's performance or activities under the terms of the contracts.

As part of this indemnity Agreement, the Sponsor specifically agrees to assume potential liability for personal injury claims by its own employees that may arise during LCFRB's performance under this Agreement, and the Sponsor hereby waives its immunity from such claims under RCW Title 51.

13. Interpretation. Releases from, indemnifications against, limitations on, and assumptions of liability and limitations on remedies expressed in this Agreement shall apply even in the event of breach of Agreement or warranty, fault, or tort including negligence, strict liability, statutory or any other cause of action (except for willful or reckless disregard of obligations) of the party released or indemnified, or whose liability is limited or assumed, or against whom remedies are limited. Party, as used herein, includes the named parties, their officers, employees, agents, subcontractors, and affiliates.

14. Limitation of Liability. Notwithstanding any other provision in this Agreement to the contrary, the Sponsor's liability hereunder shall be limited as follows: (a) for insured liabilities arising out of the Sponsor's negligence, to the amount of insurance coverage specified in Article 8 above; (b) for uninsured liabilities, to fifty percent (50%) of the fee earned by the Sponsor under this Agreement. In no event shall the Sponsor's liability exceed the aforementioned limits of liability.

Each party's liability for damages provided under this Agreement shall be limited to liability for direct damages and shall in no event include liability for the other party's or their respective agents or employees remote, punitive, consequential or indirect damages for lost profits, loss of use, lost opportunity, financing, interest expense, business interruption or productivity or production loss, regardless of the breach of Agreement, breach of warranty, tort (including negligence), strict liability, or otherwise.

15. Data, Documents and Records. The Sponsor shall be entitled to rely upon the accuracy and completeness of all data furnished by LCFRB to the Sponsor that is used by the Sponsor in providing services under this Agreement. All data, documents and records provided by the LCFRB shall be used and maintained solely for this project and shall be returned to the LCFRB at the completion of the Agreement. Data, documents and records provided by the LCFRB shall not be sold, transferred or used for any purpose other than completion of this project. The Sponsor shall have the right to retain one copy of such data for its permanent project records.

The Sponsor shall maintain books, records, documents, data and other evidence relating to this Agreement and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. Sponsor shall retain such records for a period of nine (9) years from the date LCFRB deems the project complete, as defined in the project reimbursement sections of the CRR Project Management Manual and this Agreement. If any litigation, claim or audit is started before the expiration of the nine (9) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

16. Public Records. Sponsor acknowledges that the LCFRB is subject to RCW 42.56 and that this Agreement and any records Sponsor submits or has submitted to the LCFRB shall be public record as defined in RCW 42.56. Additionally, the Sponsor agrees to disclose any information in regards to the expenditure of that funding as if the project sponsor were subject to the requirements of chapter 42.56 RCW. By submitting any record to the LCFRB, Sponsor understands that the LCFRB may be requested to disclose or copy that record under the state public records law. The Sponsor warrants that it possesses such legal rights as are necessary to permit LCFRB to disclose and copy such document to respond to a request under the state public records laws. The Sponsor hereby agrees to release the LCFRB from any claims arising out of allowing such review or copying pursuant to a public records act request, and to indemnify against any claims arising from allowing such review or copying.

- 17. Ownership and Use of Documents and Electronic Media Deliverables.** All completed reports and other data or documents provided or prepared by the Sponsor in accordance with this Agreement are the property of LCFRB, and may be used by LCFRB. Ownership shall transfer to LCFRB only if the Sponsor has been paid in full for services under the terms of this Agreement. Third party use of reports, data, or other deliverables prepared in accordance with this Agreement without the consent of the Sponsor is at the risk of the third party. LCFRB shall release, defend, indemnify and hold harmless the Sponsor from all claims, costs, expenses, damage, or liability arising out of or resulting from the use or modification of any reports, data, documents, drawings, specifications, or other work product prepared by the Sponsor except use by LCFRB on those portions of the project for which such items were prepared.

All data, reports, equipment and other materials purchased by the Sponsor in direct support of this project are the property of LCFRB and shall be transferred to the LCFRB.

Any post-delivery changes to the Sponsor electronic media or Geographic Information System ("GIS") deliverables by anyone other than the Sponsor shall be the responsibility of the LCFRB. LCFRB agrees to remove the title blocks off of the Sponsor's GIS files if LCFRB alters such files and further agrees to defend, indemnify and hold the Sponsor harmless from all claims, costs, expenses, damages or liabilities arising out of or resulting from use of any GIS deliverables that have been altered by LCFRB or anyone else to whom LCFRB may have provided such GIS deliverables. The Sponsor's record set of GIS files shall prevail in determining whether any alternations have been made to such files.

Because data stored on electronic media can deteriorate undetected or can be modified without the Sponsor's knowledge, LCFRB agrees that the Sponsor will not be held liable for the completeness, correctness, readability, or compatibility of the electronic media after an acceptance period of thirty (30) days after delivery of the electronic files. During the thirty (30) days acceptance period, LCFRB may review and examine the electronic files; any errors detected during this time will be corrected by the Sponsor as part of the basic Agreement. Any changes requested after the acceptance period will be considered additional services to be performed on a time and materials basis, at the Sponsor's standard cost plus terms and conditions.

- 18. Resolution of Disputes.** The law of the State of Washington shall govern the interpretation of and the resolution of disputes under this Agreement. Venue for any action pursuant to this Agreement either interpreting the Agreement or enforcing a provision of the Agreement, or attempting to rescind or alter the Agreement shall be brought in Clark County.

- 19. Termination for Cause.** If the Sponsor fails to fulfill in a timely manner any of the covenants of this Agreement, the LCFRB shall have the right to terminate this Agreement by giving the Sponsor seven (7) days' notice, in writing, of the LCFRB's intent to terminate and the reasons for said termination.

Upon termination for whatever reason, all finished and unfinished documents, data, studies, drawings, service maps, models, photographs and other work product resulting from this Agreement shall, at the option of the LCFRB, become the LCFRB's property. The Sponsor shall be entitled to payment for work completed and this Agreement shall terminate.

In the event the Sponsor is determined to be in default of this Agreement the LCFRB shall be entitled to damages, computed by subtracting from the cost to the LCFRB in completing any unfurnished work, the unpaid balance of the agreed upon Agreement price, and the LCFRB may withhold any payments owed

to the Sponsor for the purposes of set off until such time as the exact amount of damages can be computed.

In the event this Agreement is terminated by LCFRB, after any portion of the grant amount has been paid to the sponsor under this Agreement, LCFRB may require that any amount paid be repaid for redeposit into the account from which the funds were derived. However, any repayment shall be limited to the extent it would be inequitable and represent a manifest injustice in circumstances where the project will fulfill its fundamental purpose for substantially the entire period of performance and of long-term obligation.

20. Termination for Convenience. Notwithstanding the term of this Agreement either party may terminate this Agreement without cause by giving the other party thirty (30) days written notice of said termination.

21. Suspension. LCFRB reserves the right to suspend all or part of the Agreement, withhold further payments, or prohibit the Sponsor from incurring additional obligations of funds during the investigation of any alleged breach and pending corrective action by the Sponsor, or a decision by LCFRB to terminate the Agreement.

22. Non-Appropriations. If all or any part of the services to be performed hereunder are to be funded by revenues granted to the LCFRB from federal or state agencies and, in the event said grant monies should for any reason not be received by the LCFRB or should be terminated by the granting agency, then this Agreement shall terminate without damages to either party. PROVIDED THAT the Sponsor shall be entitled to be paid for the work performed satisfactorily completed and accepted by the LCFRB to date to the extent the LCFRB is entitled to receive reimbursement for any such payment; and, in that regard, the Sponsor agrees that it understands the LCFRB's source of funding for this project and assumes the risk involved in undertaking a project on a reimbursable basis.

23. Recovery of Payments.

1. **Recovery for Noncompliance.** In the event that the Sponsor fails to expend funds under this Agreement in accordance with state and federal laws, and/ or the provisions of the Agreement, or meet its promised matched percentage of the project total, LCFRB reserves the right to recover grant award funds in the amount equivalent to the extent of noncompliance in addition to any other remedies available at law or in equity.
2. **Overpayment Payments.** The Sponsor shall reimburse LCFRB for any overpayment or erroneous payments made under the Agreement. Repayment by the Sponsor of such funds under this recovery provision shall occur within 30 days of written demand by LCFRB. Interest shall accrue at the rate of twelve percent (12%) per annum from the time that payment becomes due and owing.

24. Covenant Against Contingent Fees

The Sponsor warrants that no person or selling agent has been employed or retained to solicit or secure the Agreement on an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established agents maintained by the Sponsor for the purpose of securing business. LCFRB shall have the right, in the event of breach of this clause by the Sponsor, to terminate this Agreement without liability or, in its discretion, to deduct from the Agreement grant amount of consideration or recover by other means the full amount of such commission, percentage, brokerage or contingent fees.

25. Integration, Modification and Severability. This Agreement, including all amendments, shall be binding upon the parties and their respective successors and assigns. This is the entire Agreement between the parties, there are no other agreements or representations not set forth herein, and this Agreement incorporates and supersedes all prior negotiations, agreements, and representations. This Agreement may not be modified except in writing signed by an authorized representative of each party.

These terms and conditions survive the completion of the services under this Agreement and the termination of this Agreement, whether for cause or for convenience.

If any provision of this Agreement is ever held to be unenforceable, all remaining provisions will continue in full force and effect. The Sponsor and the LCFRB agree that they will attempt in good faith to replace any unenforceable provision with one that is valid and enforceable, and which conforms as closely as possible to the original intent of any unenforceable provision.

26. Incorporated Documents. The following exhibits and attachments are incorporated in this Agreement as if fully set forth herein:

ATTACHMENT A: Scope of Work including budget, milestones and deliverables, and as may be amended;

27. Headings, Assignment and Waiver. The headings in this Agreement are inserted for convenience only and shall not constitute a part hereof. Neither party to this Agreement shall assign its duties and obligations hereunder without the prior written consent of the other party. A waiver by any party of any provision or a breach of this Agreement must be provided in writing and shall not be construed as a waiver of any other provision or any succeeding breach of the same or any other provisions herein.

**COWLITZ RESTORATION AND RECOVERY GRANT PROGRAM
CISPUS FOOLDPLAIN RECONNECTION PROJECT- PLANNING
SCOPE OF WORK**

The Cowlitz Indian Tribe, in partnership with the Gifford Pinchot National Forest, will develop preliminary design to relocate Forest Road 2801 near Randle, WA, and address flood conveyance under Forest Road 28 to reduce river valley constriction and increase floodplain interaction. Design alternatives will include in-stream structures to enhance floodplain connection after road removal. The resulting project will support natural habitat forming processes and increase floodplain rearing habitat for Lower Columbia coho, steelhead, and Chinook while preserving emergency egress for the local community.

TASKS

Task 1: Conceptual Design Alternative Development and Analysis

- 1.1 In collaboration with Cowlitz Indian Tribe and U.S. Forest Service staff, the design team will develop a suite of restoration alternatives to achieve the project's goals. All action alternatives will include realignment of FR 2801 and reactivation of the Cispus River floodplain.
- 1.2 The design team will construct a 2-D hydraulic model to assist in assessing design alternatives' ability to meet the project goals. Cowlitz Indian Tribe and U.S. Forest Service staff will provide input in alternatives based on their likely implementation costs, likelihood of achieving project goals, benefits to fish, and degree of floodplain habitat improvement.
 - **Deliverable:** A suite of conceptual restoration alternatives with Cowlitz Indian Tribe and U.S. Forest Service staff and contract design team analysis.

Task 2: Preliminary Design

- 2.1. Based on the design alternative analyses, the design team will develop a preliminary design set and preliminary design report to conform to SRFB guidance in Manual 18, Appendix D-2.
 - **Deliverable:** A completed preliminary design set and preliminary design report for the preferred restoration alternative by the end of the project agreement.

Task 3: Project Management and Administration

- 3.1 The Cowlitz Indian Tribe will administer the grant, including preparing billings, filing progress and final reports, and managing milestones throughout the grant period.
- 3.2 Cowlitz Indian Tribe staff will develop a competitive Request for Proposals, accept proposals, facilitate proposal evaluation and team selection, and manage consultant contracts.
- 3.3 Cowlitz Indian Tribe staff will coordinate stakeholder input and facilitate design team meetings. Staff will provide design guidance and feedback to the consultant team and act as a liaison between the consultant and stakeholders.
 - **Deliverable:** Successful project and grant management to be completed on time and within the specified budget.
 - **Deliverable:** Annual progress reports and Final Report within 30 days of the end date of the grant agreement.

1. The Cowlitz Indian Tribe is responsible for releasing information and plans demonstrating compliance with the scope of work to the LCFRB.
2. The LCFRB maintains policies for disclosing public records in compliance with Washington state law and the federal Freedom of Information Act. If the Board receives requests for records associated with the deliverables provided under the scope of work, the LCFRB will process such a request consistent with these laws and the Board's policies.
3. The Cowlitz Indian Tribe will comply with all terms and conditions of this contract.

Deliverables and Work Products Schedule

Task	Estimated Target Completion Dates
Project begins	06/30/22
Design alternatives with completed analysis	11/30/22
Completed preliminary design and report	09/30/23
Annual Progress Report	12/31/22
Final Project Report	12/31/23

COSTS

	Project Total	Grant	Match
Total			

**Lower Columbia Fish Recovery Board
Project Sponsor Agreement Amendment
Cowlitz Restoration and Recovery (CRR) Grant Program**

Sponsor: Cowlitz Indian Tribe

Project Title: CRR21-01 Cispus Floodplain Reconnection Project Design

Amendment #2

Amendment Type: Scope of Work Time Extension

This amendment is for a time extension to complete the tasks within the scope of work for the CRR21-01 Cispus Floodplain Reconnection Project Design under contract with the Cowlitz Indian Tribe.

The scope of work is changed as follows:

Task	Estimated Target Completion Dates
Project begins	06/30/22 5/15/2023
Design alternatives with completed analysis	11/30/22 1/15/2024
Completed preliminary design and report	09/30/23 6/15/2024
Annual Progress Report (2023)	12/31/22 12/31/2023
Final Project Report (2024)	12/31/23 12/31/2024

In all other respects the Agreement, to which this is an amendment shall remain in full force and effect.

Execution of Amendment.

Cowlitz Indian Tribe

LOWER COLUMBIA FISH RECOVERY BOARD

By: Patricia Kinswagaizer

Printed Name: Patty Kinswa-Gaiser

Steve Manlow

Title: Chairwoman

Executive Director

Date: April 14th, 2023






CIT CRR Contract Amendment 2 Time Extension

Final Audit Report

2023-04-15

Created:	2023-04-14
By:	Tiffini Johnson (tjohnson@cowlitz.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAAnuHrgAS_wWpUVoratRs0y1EJ1msgiR2w

"CIT CRR Contract Amendment 2 Time Extension" History

-  Document created by Tiffini Johnson (tjohnson@cowlitz.org)
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-  Document e-signed by Patricia Kinswagaiser (pkinswagaiser@cowlitz.org)
Signature Date: 2023-04-15 - 0:10:42 AM GMT - Time Source: server- IP address: 69.130.219.213
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