



Cowlitz Indian Tribe

Natural Resources Department

BIDDING DOCUMENTS

Kwoneesum Dam Removal Project

November 2023

Kwoneesum Dam Removal Project

BIDDING DOCUMENTS

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Cowlitz Indian Tribe

Natural Resources Department

Request for Proposals (“RFP”)

Exhibit A

Kwoneesum Dam Removal Project RFP for Project Construction

RFP-1 Project Contacts

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

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

CM Contact: Mark Warren, Consor – Construction Management Support
(mark.warren@consoreng.com) 360-628-6896 cell

RFP-2 Critical Date Overview

- DJC Public Notice: est. November 22, 2023
- **Mandatory Site Tour/Job Walk: December 6, 2023 – 10:00am PST**
- Additional Site Viewing Opportunity: December 13, 2023 – 9:00 AM – 4:00 PM PST
- Request for Clarification/Question Submittals by: December 22, 2023 – 6:00pm PST
- Response to Questions: est. January 10, 2023 – 6:00pm PST
- **Proposal/Bid Submission Deadline (hard copy required): January 18, 2023 – 2:00 pm PST**
- Selection Committee Review and Scoring: Week of January 22 - 26, 2024
- Interviews (if conducted): Week of January 29 – 31, 2024 (tentative)
- **Award Selection/Contract Award: February 1, 2024 (tentative)**
- Fully Executed Contract: February 15, 2024 (tentative)
- Simplified Project Timeline (overview):
 - Contractor materials sourcing: February, 2024 (tentative)
 - Contractor Pre-Con Meeting: March 1, 2024 (tentative)
 - Contractor mobilizes and begins site prep: April 15, 2025 (tentative)
 - WDFW/HPA In-Water Work Window begins: May 15, 2024

- WDFW/HPA In-Water Work Window ends: September 30, 2024
- Contractor completes all In-Water Work by: September 30, 2024
- Contractor conducts site restoration and demobilizes by: November 30, 2024

RFP-3 Contract Attachments

- Exhibit A – RFP
- Exhibit B – Contract/Agreement (forthcoming)
- Exhibit C – Bid Forms (Bidders Obligations and Representations)
- Exhibit D – Department of Revenue Tribal Habitat Restoration Projects – Sales Tax Exemption
- Exhibit E – Owner-Provided Materials Photos
- Exhibit F – Dam Construction Photos
- Exhibit G – Project Plans
- Exhibit H – Special Provisions
- Exhibit I – EJCDC C700 (forthcoming)
- Exhibit J – Project Permits
- Exhibit K – Project Background Information
- Exhibit L – Grant Agreements (Redacted)
- Exhibit M – Tribe’s Q&A Responses / Addenda (*reserved*)
- Exhibit N – Selected Construction Contractor’s Proposal and Bid (*reserved*)
- Exhibit O – Selected Construction Contractor’s Bonds (*reserved*)

RFP-4 Project Overview

The Cowlitz Indian Tribe (Tribe) secured private, State, and Federal grant funding for the removal of Kwoneesum Dam, originally constructed by the Camp Fire Girls, in 1964-65. This project will restore fish passage to the headwaters of Wildboy Creek and enhance instream conditions of Wildboy Creek, a tributary to the West Fork Washougal River, located in Skamania County, Washington. The Kwoneesum Dam project site is owned by Columbia Land Trust (Land Trust) and located roughly 18 miles north of the city of Washougal. The project site is behind locked gates, and accessed from Skamania Mines Road and Weyerhaeuser’s 1200 Road.

The 55-foot-tall and 425-foot-long rock fill embankment dam creates a roughly 10-acre reservoir and blocks all fish passage to 6.5 miles of productive tributary habitat. The Tribe plans to remove the dam during summer 2024, immediately restoring fish passage and reestablishing downstream geomorphic processes to support the recovery of Washougal River coho salmon and summer steelhead populations. Project restoration work will include placement of numerous large wood structures in ~0.5 miles of Wildboy Creek below the dam and ~0.5 miles of tributary channels within the reservoir footprint (after dam removal).

In preparation for this project, the Tribe purchased and delivered large wood (670 conifer logs) including several hundred stick logs and rootwad-attached logs. The majority of the large wood needed for construction is stockpiled onsite and available to the selected contractor. Approximately 17,100 cubic yards (CY) of native material, excavated from Wildboy creek to create the approximately 10-acre Kwoneesum reservoir, has been screened and sorted into four piles, consisting of topsoil, gravels, cobbles, and boulders. These materials are onsite and available to the selected construction contractor.

The proposed dam removal project includes the following major components:

- Remove Kwoneesum Dam in its entirety including concrete, riprap/boulders, and compacted (earthen) spoils.
- Sort and re-use excavated dam materials as required for associated habitat restoration project elements; Stockpile and stabilize any remaining (unused) dam spoils as per project plans prior to contractor demobilization.
- Remove and properly dispose of all concrete/rebar offsite per Engineer specifications.
- Install pumps and piping to divert all surface flow from the West, North and East tributaries and Ephemeral spring/seeps to Texas Creek.
- Install clear water pumps and syphons to dewater Kwoneesum reservoir (minimum 30 million gallons).
- Provide water controls for project construction including extensive isolation/diversion/dewatering/fish exclusion/draw down as required for project construction and permit compliance. Provide pumped and/or gravity diversions as needed for project construction.
- Manage, control and process all impounded reservoir suspended sediment and moist soils to maintain permit compliance and salvage reservoir organics and sediment to use as a soil substrate/medium after the reservoir is drained.
- Coordinate all isolation/diversion/dewatering/fish exclusions/draw down with the Tribe, to facilitate the Tribe's fish salvage efforts in all waters within the project site. Provide appropriately screened pumps (per permits) of varying sizes for isolation/diversion and subsequent draw-down of remaining pools to facilitate the Tribe's fish salvage efforts.
- The Tribe shall provide biologists and fish salvage materials including dip nets, seines, and electro-shockers. Tribe and WDFW staff shall conduct fish salvage and the Columbia Land Trust shall conduct mussel salvage within work areas.
- Rebuild and restore the Wildboy Creek tributary channels (East Tributary, North Tributary and West Tributary) and associated floodplains within the Kwoneesum Dam reservoir footprint. Install log grade controls, floodplain and margin wood, place colluvium to re-construct riffles, pools and other natural stream hydraulic features.
- Rebuild the Wildboy Creek mainstem channel, downstream of Kwoneesum Dam. Install numerous large wood habitat structures (engineered log jams), import and place stream substrate to restore the instream conditions within Wildboy Creek.
- Establish and maintain temporary access roads/routes, staging areas, disturbance limits, and erosion controls as required to maintain permit compliance for the duration of the project. This includes installation and removal of temporary water crossings (bridges or approved equals suitable for construction equipment). Maintain permanent access roads used for access on Weyerhaeuser and Columbia Land Trust properties for duration of the project.
- Fully decommission and appropriately stabilize all temporary access routes/roads prior to demobe. Leave all permanent access roads in equal or better condition at project completion.

The Tribe seeks to hire a qualified construction contractor who has demonstrated experience implementing complex projects that include mass excavation, concrete demolition, extensive dewatering/diversion, installation of log habitat structures (engineered log jams), comprehensive turbidity controls and monitoring, and salvage/management of suspended sediment and moist soils. The Tribe will give preference to well-qualified contractors with a history of completing large scale habitat restoration projects that include channel reconstruction, installation of riffles, pools and other natural stream features, especially those specially designed to provide fish passage and to those with a solid record of pre-bid due diligence and site investigation. Past dam removal experience and expertise in water management is preferred, although not explicitly required. Contractors must have a background in large-scale dewatering projects, with a work history of implementing complex water diversions using both pumping and gravity diversions in waters that support Federally listed salmon and steelhead, while staying in compliance with 404/401 Clean Water regulatory rules. In general, this project will require:

- Project implementation within an environmentally sensitive area while maintaining compliance with Federal, State, and local permit requirements including, but not limited to Army Corps of Engineers (Corps) Section 404 - Nationwide Permit 27, Washington Department of Ecology (DOE) 401 Clean Water Act Certification, Washington Department of Ecology Dam Safety Office (DSO), Washington Department of Fish and Wildlife (WDFW) Hydraulic Project Approval (HPA), National Marine Fisheries Services (NNMFS)/U.S. Fish and Wildlife (USFWS) consultations, and Washington Department of Natural Resources (DNR) Forest Practice Application permit (FPA);
- Specialized equipment, including but not limited to; log loaders/shovels, large excavators, dozers, haul trucks, tracked dump trucks, skidders, loaders, and associated attachments and the documented experience needed to efficiently remove dam materials, deliver stream restoration materials, build and restore new stream channels and temporary access routes, and install large wood habitat structures in both wet and dry environments while minimizing riparian and water quality impacts;
- Heavy equipment working below ordinary high water is required to use bio-hydraulic fluids as per the project permits;
- Extensive experience installing pumps, welding HDPE pipe, and monitoring diversion and turbidity controls during dewatering the reservoir and tributary streams;
- Extensive suspended and moist materials management including handling, stockpiling, drying, processing, and reuse;
- Experience constructing and decommissioning temporary heavy equipment access routes on steep slopes, wet substrates, and within the varied conditions anticipated within the dewatered reservoir and dewatered stream segments where habitat restoration and stream channel reconstruction is proposed;
- Experience installing/removing temporary water crossings (e.g., temporary bridges or equivalents) and working on crane mats, log corduroy, or equivalents to allow for access and/or minimize in-stream and riparian impacts during construction;

In general, the Contractor:

- Shall furnish all materials, qualified staff, equipment and tools necessary to safely and efficiently construct the dam removal and habitat restoration project per the engineer's plans and specifications, and as per regulatory agency permit requirements;
- Selected Contractor shall maintain an adequate work force at all times to ensure timely

completion of the work and shall utilize appropriate safety equipment at all times, as per industry standards and Tribe/Landowner requirements;

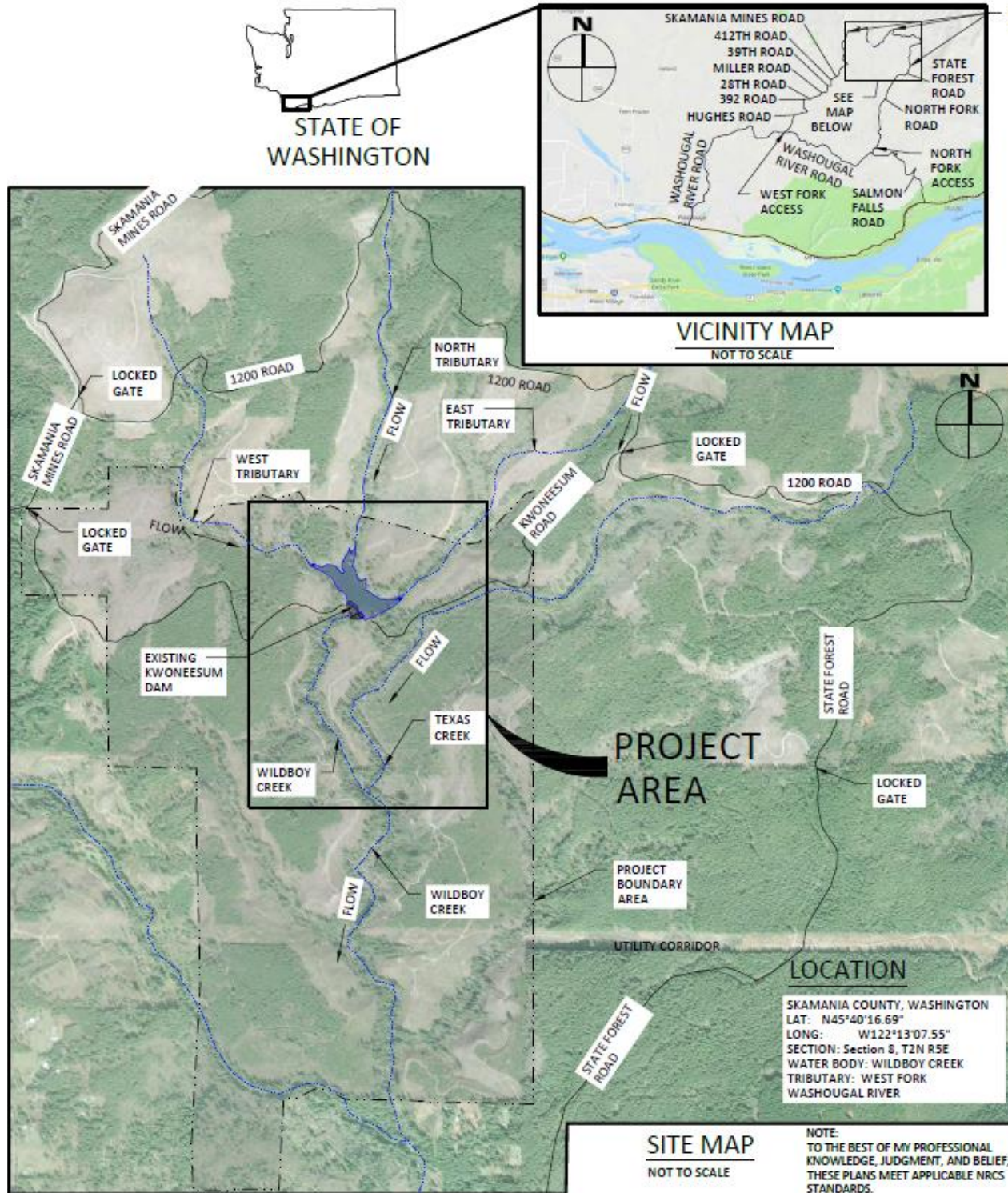
- Shall work cooperatively with Tribe staff, Project Engineer, Columbia Land Trust, and other designated parties during project construction;
- Shall maintain all insurance coverages, including Logger's Broad Form insurance, in the amount listed in the contract, with additional insureds named as per the contract, for duration of the project;
- Shall pressure wash all equipment and make sure they are clean of mud, seeds, and any foreign soil. Tribe staff will inspect all heavy equipment in Washougal (or nearby agreed upon location) prior to delivery to the job site;
- Shall provide **fire prevention measures** onsite as per DNR/Tribe requirements and abide by all DNR Industrial Fire Precaution Levels;
- Shall provide a minimum of **five spill kits** (one along each of the three tributary reaches (East, West and North Tributaries) and two within the Wildboy Creek project area, downstream of the dam);
- Shall provide excavators/log loaders/dozers and all other equipment operating below the OHWM with **biodegradable and non-toxic hydraulic fluids** as per project permits including DOE WQC;
- Shall implement the project in compliance with all regulatory permits (Exhibit H)
- Shall conduct site cleanup and site restoration measures as per plans, specifications and as directed by Tribe Project Manager, Project Engineer and Columbia Land Trust, which may include, but not be limited to, fully decommissioning temporary access routes, staging, stockpile and dewatering/processing areas, restoring pre-existing grades, placing gravel and regrading roads, ripping and aerating compacted soils, installing mulch and straw, scattering salvaged slash over disturbed soils, or similar activities.

RFP-5 Project Location

The project site is located on Columbia Land Trust (Land Trust) property and is accessed via Skamania Mines Road and the Weyerhaeuser 1200 Road, roughly 18 miles above Washougal. Approximate coordinates are Lat 45.670339°N Long -122.217903°W.

The selected construction contractor must comply with all conditions in the access agreement with the Land Trust, and must secure gate keys from Weyerhaeuser and gate keys from the Land Trust. CB Radios are required to safely navigate through the log truck traffic heading in-bound or out-bound on Skamania Mines Road and the 1200 Road. Do not attempt to access this privately-owned property unless permission is granted by Tribe.

The project area is behind locked gates; however, it is accessible to the public. Tribe and Landowner assume no responsibility for damage to equipment. Project vicinity map provided below.



RFP-6 Project Timeline - Overview

The Tribe anticipates the selected construction contractor will mobilize on or before April 15, 2024 and complete the project by November 30, 2024. A two-year construction window was considered, but was rejected due to grant funding timelines and expirations. As such, all in-water work and dam removal shall be completed within the 2024 in-water work window, with contractor cleanup, site restoration, soil stabilization and erosion controls, and demobe by November 30, 2024, unless additional services are requested by Tribe Project Manager.

RFP-7 COPIES OF BIDDING DOCUMENTS

Obtaining and Use of Bidding Documents

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

RFP-8 CONTRACTOR/BIDDER QUALIFICATIONS

Qualifications

- A. Pre-qualification by the Tribe is not required to submit a Proposal/Bid.
- B. Each proposal and complete bid forms must contain evidence of Bidder's qualification to do business in Washington by including a copy of their current Washington contractor's license.
- C. Tribe shall not consider proposals from entities which have been suspended or debarred, and must present, if asked, certification regarding debarment, suspension and other responsibility matters. Tribe shall and Applicants may consult the System for Award Management (<https://www.sam.gov>) to access the federal list of active suspensions or debarments.
- D. No Bidder shall be considered responsive and responsible if it is engaged in other work that impairs its ability to finance this Contract or to provide adequate labor and equipment for the proper execution of the work required. Each Bidder shall demonstrate its ability to meet all requirements of the Contract by evidence satisfactory to the Tribe.
- E. Experience coordinating and leading implementation of at least 5 complex , \$3 Million or over, construction projects in the last 8 years.
- F. Experience with Dam Removal, and/or large concrete structures or earthen levees.

- G. Experience implementing complex habitat restoration-related projects requiring extensive isolation, dewatering, diversion, turbidity controls and moist soils management.
- H. Experience implementing complex habitat restoration-related projects with Federal and State regulatory requirements governing work in environmentally sensitive areas including wetlands and streams that support Federally listed salmon and steelhead and other aquatic life.
- I. Experience building and restoring stream channels, and installing Engineered Log Jams/large wood habitat structures in both wet and dry environments while minimizing riparian and water quality impacts on complex habitat restoration-related projects.
- J. Each Proposal/Bid shall contain a detailed summary of the Bidders approach to implementing the Kwoneesum Dam Removal Project (Project Approach). The Project Approach shall support/substantiate the requirements in this section and shall address the Selection Criteria outlined in RFP-8 and RFP-25. Project approach shall be scored, and scores used by Tribe to support contractor selection.
- K. Resumes for the Project Manager, Site Superintendent and Foreman do not count towards the Project Approach's page limit; however, each resume shall be a maximum of two pages.

Designation of Subcontractors/Key Tasks

- L. Any individual or entity (other than a supplier) having a direct contract with Bidder for performance or furnishing **dewatering/diversion, constructing Engineered Log Jams/log habitat structures, constructing stream channels, or** performing or furnishing more than 5% of the total Bid or over \$250,000 of Work at the Site shall be listed on the Bid Form and described in the Project Approach. Identified individuals or entities for tasks listed above shall be included as part of the Tribe's evaluation and scoring under RFP-25 (Selection Criteria).

RFP-9 EXAMINATION OF BIDDING DOCUMENTS AND SITE

Bidder's Responsibilities

- A. It is the responsibility of each Bidder before submitting a Bid to:
 - 1. Examine and carefully study the Bidding Documents and other related data identified in the Bidding Documents.
 - 2. Visit the Site to become familiar with and satisfy Bidder as to the general, local, and Site conditions that may affect cost, progress, performance, or furnishing of the Work or that relate to any aspect of the means, methods, techniques, sequences, or procedures of construction to be employed by Bidder and safety precautions and programs incident thereto or that Bidder deems necessary to prepare its Bid for performing and furnishing the Work in accordance with the time, price, and other terms and conditions of the Bidding Documents. Bidder is expected to visit the Site and conduct an alert, heads-up, eyes-open, reasonable examination of the area and the conditions under which the Work is to be performed.
 - 3. Become familiar with and investigate both current and historical weather conditions including precipitation, river stages/flows, and similar conditions that can impact the work, its schedule and its cost.
 - 4. Become familiar with and satisfy Bidder as to all federal, state, and local Laws and

- Regulations that may affect cost, progress, performance, or furnishing of the Work, including, but not limited to, regulatory permits provided in the Exhibit.
5. Study and carefully correlate Bidder's knowledge and observations with the Bidding Documents and other related data.
 6. Promptly notify Owner of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents.

RFP-10 SITE CONDITIONS

Subsurface and Physical Conditions

- A. Available historic photographs and dam plans, as well as materials testing, test pit observations, and technical reports encompassing the Site are provided in the Exhibits. There are no other reports or drawings related to subsurface conditions identified at the Site that were known to the Tribe or Engineer at the time the Bidding Documents were prepared.
- B. The Tribe makes no representation or warranty, expressed or implied, that moisture conditions and water tables will not vary from those found at the time the information provided was collected, or from those observed during the pre-bid meeting or additional site viewing opportunity.

Hazardous Environmental Conditions

- A. Refer to Exhibits for prior studies. Exhibits contain the only sampling reports related to the potential presence of Hazardous Environmental Conditions located within or adjacent to the Site that were known to the Owner, Engineer, or landowners at the time the Bidding Documents were prepared.
- B. Disposal of creosote-treated posts, or other potentially hazardous materials onsite that are not otherwise identified within the Bidding Documents, if required by the Tribe to be addressed, shall be addressed via force account.

Work at the Site by Others

- A. Reference is made to the special provisions for the identification of the general nature of work that is to be performed at the Site by the Tribe, Owner, WDFW, Cascade Environmental Services, or others (such as the revegetation and planting contractors) that relates to the Work for which a Bid is to be submitted.

RFP-11 PRE-BID MEETING (MANDATORY)

A Mandatory Pre-Bid Meeting will be held on December 6, 2024. We will meet at 10:00 AM on Skamania Mines Road at the ~2.75 mile-marker. From the Skye Road/Skamania Mines Road Intersection, proceed north on Skamania Mines Road 2.75 miles to the intersection with the Weyerhaeuser 1200 Road. We will meet as a group at the blue Weyerhaeuser gate, and then proceed together to the job site. When Skamania Mines Road turns to gravel, please use CB channel 15 and call out your mile markers when on your way up as there may be active logging in the area.

Representatives of Tribe, Landowner, Engineer, and Consor will be present to discuss the Project. All Bidders are required to attend, sign in, and participate in the meeting, which will

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

RSVP to the mandatory pre-bid meeting by emailing individuals listed below.

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

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

RFP-12 ADDITIONAL SITE VIEWING OPPORTUNITY (OPTIONAL)

The Landowner and Tribe will also make the Site available for Bidders to access by vehicle on December 13, 2024 from 9:00 a.m. to 4:00 p.m. No formal meeting will be held, and attendance at this additional site review day is optional. However, all persons interested shall RSVP the contacts listed in RFP-11 (above) prior to 5PM the day prior.

NOTE that the additional site viewing shall not be a substitute for attending the Mandatory Pre-Bid Meeting.

From the Skye Road/Skamaniam Mines Road Intersection, proceed north on Skamaniam Mines Road 2.75 miles to the intersection with the Weyerhaeuser 1200 Road. The Tribe will open the blue Weyerhaeuser gate at 9:00AM and will ensure that the secondary (Land Trust) gate is also open.

When Skamaniam Mines Road turns to gravel, please use CB channel 15 and call out your mile markers when on your way up as there may be active logging in the area.

Engineer, Landowner, and Consor, will not be available to answer questions during this time (site viewing opportunity only).

RFP-13 SITE AND OTHER AREAS

The Site and all additional lands and access thereto required for temporary construction facilities, construction equipment, or storage of materials and equipment to be incorporated in the Work are identified in the Bidding Documents.

RFP-14 INTERPRETATIONS AND ADDENDA

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

Addenda may be issued to clarify, correct, or change the Bidding Documents as deemed advisable by Tribe. Bidder shall acknowledge receipt of Addenda on the Bid Form.

RFP-15 BID BOND/CONTRACT SECURITY

All Bids shall be accompanied by a cashier's check, certified check or bid bond in the amount of 5% of the total amount of the Bid. If a bid bond is used, Bidders shall use industry standard bid bond forms from an acceptable surety.

RFP-16 INSURANCE

As evidence of the insurance coverage required by this Contract, Tribe shall require Contractors furnish acceptable insurance certificates with coverage as detailed in the attached contract/agreement prior to commencing work. Insurance limits and requirements for logger's broad form coverage are summarized in the attached contract. The certificate will specify all parties who are covered including, but not limited to, the Cowlitz Indian Tribe, Columbia Land Trust (landowner) and Weyerhaeuser (landowner). If requested, complete copies of insurance policies, trust agreements, etc. shall be provided to the Tribe. The Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions and/or self-insurance. Bidders may submit a sample certificate of insurance identifying their current coverages/limits with their proposal, and the certificate shall not count toward the proposal page limit.

RFP-17 CONTRACT TIMES

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

RFP-18 DAMAGES FOR DELAY

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

RFP-19 PREPARATION OF BID

Bid Form is included with the Bidding Documents.

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

Bid Signatures

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

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

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

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

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

The Bid shall contain the Bidder's Washington Construction Contractors Board license number.

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

RFP-20 BID PRICE

Bidders shall submit a complete Bid Sheet as included with the Bid Forms.

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

RFP-21 SUBMITTAL OF BIDS

Proposal/Bid shall be submitted no later than the following time and

at the following place: January 18 at 2:00 PM

Justin Isle – Senior Restoration Ecologist

Cowlitz Indian Tribe – Natural Resources Department

1055 9th Avenue, Suite A

Longview, WA 98632

Hard copy Proposals/Bids are required. Email submittals shall not be accepted.

All blanks shall be filled in and the Bid Forms shall be signed. Hand delivered Bids shall be

enclosed in an opaque sealed envelope, marked with the project title, name and address of Bidder, and the notation "PROPOSAL & BID ENCLOSED" on the envelope.

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

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

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

RFP-22 MODIFICATION AND WITHDRAWAL OF BID

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

RFP-23 RECORDING AND OPENING OF PROPOSALS/BIDS

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

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

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

- 1) Received by Deadline (P/F)
- 2) Attendance of Bidder (Prime) at Mandatory Job Walk (P/F)
- 3) Contains Proposal with Detailed Approach (P/F)
- 4) Contains Complete Bid Forms (P/F)
- 5) Contains Completed Price Sheet (P/F)
- 6) Contains Copy of Current Washington Contractor's license (P/F)
- 7) Not Suspended/Debarred (P/F)
- 8) Apparent Capacity to Complete (P/F)
- 9) Contains Executed Bid Bond Satisfied (P/F)
- 10) Experience (P/F)

11) Includes Resumes for Project Manager, Superintendent & Foreman (P/F)

12) Appropriate Designation of Subcontractors (P/F)

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

RFP-24 BIDS TO REMAIN SUBJECT TO ACCEPTANCE

All Bids will remain subject to acceptance for the period of time stated in the Bid Form.

RFP-25 SELECTION CRITERIA

Contractors are invited to respond to this RFP at their own cost. The submittal is limited to a maximum of 24 pages (12 sheets if duplex-printed) on 8.5" x 11" paper with a minimum font size 10 (Arial), not including the bid form (bidder's obligations and representations pages, bid sheet and price sheet, resumes/bios, or bid bond). The Tribe will not review materials in excess of the 24-page proposal submittal limit. In evaluating Proposals and Bids, Tribe will first consider whether each Bid is complete and complies with the prescribed documents, requirements, and other data as may be requested in the Bid Form or other associated documents. When evaluating complete and compliant Bids and conducting scoring, the Tribe will consider the following:

- A. Bid prices, as required in the Bid Form **(52 points)**;
- B. Price sheet, as required in the Bid Form **(0 points)**
- C. Documented attendance at mandatory Pre-Bid Meeting **(0 points)**
- D. Bidder's proposed approach including construction methods, sequencing, and schedule **(28 points)**, including but not limited to the following:
 - 1) Bidder's proposed schedule, staging, and sequencing of the Work, including any proposed deviations from sequencing described in project plans and specifications that could accelerate schedule, reduce costs, and/or reduce schedule risk (please include schedule including number/size of crew(s)/staffing, production rates, etc.).
 - 2) Bidder's understanding of the Work, including but not limited to the project's work windows and Milestones, and Additional Recommended Milestones.
 - 3) Bidder's understanding of the Site's native materials and proposed means of managing moist/wet soils including suspended sediments (including management/processing and re-use).
 - 4) Bidder's understanding of the Site's water bodies and proposed means of managing water including, but not limited to, dewatering, diversion, draw-downs, turbidity controls, sealing newly constructed channels, and re-watering.
 - 5) Bidder's understanding of the project's regulatory requirements, including project permits (Exhibits), and proven ability to maintain permit compliance throughout the duration of the project.
 - 6) Specific equipment and workforce the Bidder will commit to the Work.
 - 7) Bidder's stated commitment to the satisfactory and timely completion of the Work.
- E. Qualifications and experience of the Project Manager, Site Superintendent and Foreman dedicated to the project and subcontractors (if applicable) identified for key

- dewatering/diversion, constructing Engineered Log Jams/log habitat structures, constructing stream channels, **(5 points)**; and,
- F. Relevant company experience and Client/Project References **(5 points)**. Include relevant company experience implementing complex instream habitat restoration projects requiring extensive isolation, dewatering, diversion, turbidity controls and moist soils management; experience building and restoring stream channels, and installing large wood habitat structures in both wet and dry environments while minimizing riparian and water quality impacts; experience implementing complex habitat restoration projects under Federal and State regulatory requirements governing work in environmentally sensitive areas including wetlands and streams that support Federally listed salmon and steelhead; Include a minimum of five applicable reference projects with proposal including project name, start date, completion date, client name, phone number and email, project description/narrative.
 - G. Bidder's identification of project risks and challenges and proposed approach(es) to addressing and minimizing those risks/challenges, including but not limited to the Bidder's approach and ability to plan for, forecast, and implement increased work rates (i.e., accelerate the schedule) should work proceed slower than anticipated. Narrative describing Bidder's creativity and adaptability in responding to site challenges, proposing alternative solutions, and meeting the Tribe's time sensitive schedule **(10 points)**.

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

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

The Tribe is interested in working with qualified contractors with the capacity to complete this project on schedule who have demonstrated experience and expertise completing large-scale instream and habitat restoration projects requiring extensive dewatering and moist soils management. To that end, Tribe selection committee will check references and research past completed projects to inform the contracting decision and scoring of all proposals and bids submitted. The Tribe will review each proposal and bid, proposed project-specific approach, and bid pricing to identify the top contractors offering the best value to the tribe. Interviews may be conducted with the two highest scoring bidders, or the Tribe may opt to open direct negotiations with the Bidder that presents the most qualified, highest scoring submittal. The Tribe reserves the right to interview additional Bidders upon completion of initial scoring.

If conducted, interviews will be approximately ninety minutes with approximately thirty minutes dedicated to a presentation by the Bidder and one hour reserved for a question/answer period. At a minimum, Bidders' Project Manager and Superintendent are required to attend the interview. Interviews will be held in Ridgefield at the Tribe's Natural Resources Department office located at: 31320 NW 41st Avenue, Ridgefield, WA 98642. Upon completion of interviews, the Tribe's selection committee shall confer and select the bidder offering the best value to the Tribe taking price and the other selection criteria (evaluation factors) into consideration.

Tribe may conduct such investigations as Tribe deems necessary to assist in the evaluation of any Proposal/Bid and to establish the responsibility, qualifications, and financial ability of Bidders, Subcontractors, Suppliers, and other individuals and entities to perform and furnish the Work in accordance with the Bidding Documents. Listed references and other parties may be contacted.

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

Rejection of All Bids, Discrepancies

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

Award of Contract

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

RFP-27 CONTRACT SECURITY

Successful Bidder shall deliver executed Agreement to Tribe accompanied by the required

performance and payment bonds.

RFP-28 SIGNING OF AGREEMENT

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

RFP-29 PAYMENT DETAILS & OVERVIEW

This contract requires the higher of either the state prevailing wage rates or federal Davis-Bacon rates, effective at the time of bid, including associated documentation.

Retainage of 5% of each invoice may be required, and shall be paid with final invoice upon final walk-through, inspection, and punchlist.

Measurement for payment will be based on bid sheet items including lump sum items with all incidentals included, and the actual number of units provided and installed per specifications as reviewed, approved, and accepted by Tribe Project Manager/Engineer for unit cost items.

Contractor shall anticipate that habitat structures and other unit cost items per bid sheet may vary in location (e.g., fit in the field as is typical with habitat restoration projects) and/or quantity depending on site conditions, and unit cost pricing.

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

RFP-29 BID COMPENSATION

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

EXHIBIT B
CONTRACT/AGREEMENT

*(Contract Forthcoming -
Contract shall be provided to Bidders prior to end of Q&A Period)*

Exhibit C
Bid Forms
(Bidder's Obligations and Representations)



Cowlitz Indian Tribe

Natural Resources Department

Kwoneesum Dam Removal Project – Bid Forms

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

B-1 PROJECT DESCRIPTION

The Cowlitz Indian Tribe (Tribe/Owner) secured private, State, and Federal grant funding for the removal of Kwoneesum Dam to restore fish passage and enhance Wildboy Creek and other associated tributaries of the West Fork Washougal River, in Skamania County, Washington. The Kwoneesum Dam project site is located roughly 18 miles north of the town of Washougal, on Columbia Land Trust property, and accessed via Skamania Mines Road and Weyerhaeuser's 1200 Road.

The 55-foot-tall and 425-foot-long rock fill embankment dam creates a roughly 9-acre reservoir and blocks all fish passage to 6.5 miles of productive tributary habitat. The Tribe plans to remove the dam during summer 2024, immediately restoring fish passage and reestablishing downstream geomorphic processes to support the recovery of Washougal River coho salmon and summer steelhead populations. Project restoration work will include instream placement of numerous large wood structures during dam removal.

The project site is located on Columbia Land Trust property and is accessed via Skamania Mines Road and the Weyerhaeuser 1200 Road, roughly 18 miles above Washougal. Approximate coordinates are Lat 45.670339°N Long -122.217903°W.

B-2 THIS PROPOSAL AND BID IS SUBMITTED TO

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

Hard copy Proposals/Bids are required. Email submittals shall not be accepted.

Refer to RFP for detailed Proposal/Bid submittal requirements.
Proposals/Bids are due by 2:00 PM PST on the date indicated in the RFP.

B-3 *BIDDER'S OBLIGATIONS AND REPRESENTATIONS*

- 3.01 The undersigned Bidder proposes and agrees, if this Proposal and Bid is accepted, to enter into an Agreement with the Tribe in the form included in the RFP and associated Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the Contract Price and within the Contract Times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents. The Bidder shall guarantee their Proposal and Bid with a bid bond in the amount of 5% of the total Bid amount as outlined in the RFP document. Bid Bond (hard copy) shall be included with Proposal and Bid (hard copy).
- 3.02 The Bidder accepts all terms and conditions of the Bidding Documents. This Proposal and Bid will remain subject to acceptance for 30 days after proposal due date. Bidder will sign and deliver the required number of counterparts of the Agreement with Bonds and other documents required by the RFP within 14 calendar days after the date of Tribe's Notice of Intent to Award.
- 3.03 In submitting this Bid, Bidder represents and agrees, as more fully set forth in the Agreement, that:
- A. Bidder has examined and carefully studied the Bidding Documents and the following Addenda (receipt of which is hereby acknowledged)

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

- B. Bidder has carefully studied, is familiar with, and accepts the Bidder Responsibilities outlined in the RFP and elsewhere in the Bidding Documents, including but not limited to this form, the RFP, the project plans, the project specifications, and other applicable documents.
- C. Bidder is aware of the general nature of the work to be performed by Tribe and others at the Site that relates to Work for which this Bid is submitted as indicated in the Bidding Documents.
- D. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.
- E. Bidder has given Tribe written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents and the written resolution thereof by Owner is acceptable to Bidder, and the Bidding Documents are generally sufficient to indicate and convey understanding of all

terms and conditions for performing and furnishing the Work for which this Bid is submitted.

- F. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any individual or entity to refrain from submitting a Bid; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner. Bidder has signed the Non-Collusion Declaration.

B-4 CONTRACT TIMES

- 4.01 Bidder agrees that all Milestones and Work will be completed in accordance with the project plans and specifications on or before the dates indicated below. Additional Recommended Milestones are also provided in italics below for reference.

Pre-Construction Meeting by:	March 1, 2024
Contractor Mobilization by:	April 15, 2024
Contractor Begins In-Water Work per WDFW HPA:	May 15, 2024
<ul style="list-style-type: none"> <i>Contractor successfully installs tributary crossings, pumps, welded HDPE pipe, and diversions at each Kwoneesum tributary and spring and all Tributary diversion systems will be tested by:</i> 	June 1, 2024
<ul style="list-style-type: none"> <i>Contractor Initiates Operation of Tributary Diversions to Texas Creek by:</i> 	June 15, 2024
<ul style="list-style-type: none"> <i>Contractor successfully installs and tests ephemeral spring diversions and dewatering of Wildboy Creek below spring by:</i> 	June 15, 2024
<ul style="list-style-type: none"> <i>Contractor Initiates Reservoir Drawdown by:</i> 	July 1, 2024
<ul style="list-style-type: none"> <i>Contractor Begins Dam Removal by:</i> 	August 15, 2024
Contractor Completes Dam Removal by:	September 6, 2024
<ul style="list-style-type: none"> <i>Contractor constructs new channel and completes installation of all proposed large wood habitat structures in Wildboy Creek below Kwoneesum Dam by:</i> 	September 20, 2024
<ul style="list-style-type: none"> <i>Contractor constructs new channel and completes installation of all proposed large wood habitat structures in reservoir tributaries by:</i> 	September 25, 2024
<ul style="list-style-type: none"> <i>Contractor begins "metering" flows back into tributary streams (controlled return of flows) by:</i> 	September 28, 2024
Contractor Returns All Flows Into Restored Stream channels by:	September 30, 2024
Contractor Completes all In-Water Work per WDFW HPA by:	September 30, 2024
Contractor Completes 100% of Site Restoration, Erosion Controls and Soil Stabilization by:	October 30, 2024
Contractor Completes Cleanup and Demobe by:	November 30, 2024

Owner and Bidder recognize that time is of the essence for this Contract based on regulatory timelines for in-water work as outlined in Project Permits. Progress

payments shall be withheld if milestones are not met. Progress payments shall only resume when contractor meets milestones and work is being completed pursuant to timelines specified.

B-5 *TERMINOLOGY*

- 5.01 The terms used in this Bid, if not defined in the Bidding Documents, are consistent with industry standards for stream and habitat restoration projects. The “Contracting Agency” “Owner,” and “Engineer” shall be the Cowlitz Indian Tribe (Tribe) or their designate.

B-6 *PROPOSAL & PROJECT APPROACH*

- 6.01 Bidder shall attach and enclose in an envelope their detailed Proposal (including project approach and additional details requested in the RFP), signed Bid Forms, and Bid Bond. Bidder agrees that the Project Approach shall be a condition of the Proposal and Bid.

Bidders shall designate and commit a total of three individuals to serve as the respective Project Manager, Superintendent and Foreman in the table below. These three individuals must be available during all phases of work and must attend weekly meetings and oversee and document daily progress. Project Manager, Superintendent, and Foreman shall be onsite and available during project construction. The Project Manager will be the point of contact for the Tribe or their designated Project Representative.

<u>Title</u>	<u>Name</u>	<u>Contact Information</u>
Project Manager:		
Superintendent:		
Foreman:		

B-7 *CONTRACT PRICING:*

Bidder will complete the Work in accordance with the Bidding Documents for the price(s) within the completed and submitted **Bid Sheet** (see below). Bidder shall provide an all-inclusive quote. The Bidder shall provide all labor, materials, tools, equipment, transportation, supplies, and incidentals required to complete all work for the items included in the plans and on the bid sheet. Bidder’s equipment including, but not limited to excavators/log loaders, haul trucks and other equipment operating below the OHWM shall use biodegradable and non-toxic hydraulic fluids as per project permit requirements. Bidder shall provide proof of

biodegradable and non-toxic hydraulic fluids for each piece of equipment prior to mobilization of each piece of equipment.

Kwoneesum Dam Removal - Bid Sheet

17-Nov-23

No.	Spec	Bid Item	Units	Quantity	Unit Cost	Item Cost
1	1-09.7	Mobilization	LS	1		
2	8-01	Erosion Control and Water Pollution Prevention	LS	1		
3	8-01	Erosion Control and Water Pollution Prevention - Force Account				\$ 25,000
4	8-31	Temporary Stream Diversion	LS	1		
5	8-31	Temporary Stream Diversion - Force Account				\$ 50,000
6	8-01	Initial Drawdown	LS	1		
7	8-01	Impounded Sediments Dewatering	LS	1		
8	8-01	Impounded Sediments Dewatering - Force Account				\$ 50,000
9	8-26	Temporary Access Roads (Off Road)	LS	1		
10	8-26	Temporary Access Roads (Vehicles)	LS	1		
11	8-26	Temporary Access Roads (Wildboy)	LS	1		
12	8-26	Temporary Access Roads (Spillway and Reservoir)	LS	1		
13	2-01	Clearing and Grubbing	LS	1		
14	8-31	Fish Exclusion Assistance	HR	100		
15	8-31	Fish Exclusion Assistance - Force Account				\$ 50,000
16	2-02	Remove Existing Dam and Spillway, Haul and Disposal	LS	1		
17	2-02	Remove Existing Dam and Spillway, Haul and Disposal Force Account				\$ 50,000
18	2-03	Earth Embankment Including Haul	LS	1		
19	2-03	Common Borrow Including Haul	LS	1		
20	2-03	Channel Excavation Including Haul	LS	1		
21	2-03	Channel Excavation Including Haul Force Account				\$ 50,000
22	2-03	Gravel Borrow Including Haul	LS	1		
23	2-03	Rock Excavation	CY	100		
24	2-03	Reconfiguring Dam Subgrade Foundation Material Force Account				\$ 50,000
25	8-27	Large Wood Structures Installation - Dam Removal Area	LS	1		
26	8-27	Large Wood Structures Installation - North Tributary	LS	1		
27	8-27	Large Wood Structures Installation - East Tributary	LS	1		
28	8-27	Large Wood Structures Installation - West Tributary	LS	1		
29	8-27	Large Wood Structures Installation - Ephemeral Tributary	LS	1		
30	8-27	Large Wood Structure Installation - Wildboy Creek	EA	29		
31	8-27	Floodplain Wood Placement, Haul and Installation	LS	1		
32	8-27	Boulder Haul & Install with Rock Anchor - Wildboy Creek	EA	60		
33	8-27	Additional Boulder Haul and Install - Wildboy Creek	EA	80		
34	8-27	Threaded Rod Connection Force Account				\$ 25,000
35	8-27	Additional Slash Haul and Install Force Account				\$ 25,000
36	8-02	Topsoil Type B	AC	11		
37	8-26	Blade And Grade and Maintain All Existing Access Roads	Mile	6		

No.	Spec	Bid Item	Units	Quantity	Unit Cost	Item Cost
38	8-26	Road Repair Force Account				\$ 25,000
39	8-02	Seeding and Mulching - Riparian	AC	1.5		
40	8-02	Seeding and Mulching - Upland	AC	15		
Construction Subtotal:					\$	

		Allowance Items	Units	Quantity	Unit Cost	Item Cost
41	8-28	Onsite Haul & Install Stream Substrate from Stockpile - Wildboy	CY	4,000		
42	8-28	Supply, Haul and Stockpile Stream Substrate - Wildboy	CY	4,000		
43	8-28	Supply, Haul and Stockpile Topsoil (quantities approximate	CY	1,000		
44	8-28	Provide and Install Sand within Streambed Gravels	TON	4,000		
45	8-28	Crush Concrete Onsite (quantities approximate)	CY	6,000		
46	8-28	Crush Rock Onsite (quantities approximate)	CY	15,000		
Allowance Subtotal:					\$	

Contractor Signature / Date

Price Sheet – Provide fully loaded hourly rates for labor and equipment to be utilized under Force Account work as requested by the Tribe Project Manager. Price sheet may also be used for additional and/or post-project site tasks as identified by the Tribe Project Manager. The Price Sheet form shall include proposed equipment for the project and may be edited to include any items anticipated or that may be needed as an extension of similar work under this contract. Loaded rates are to include equipment, qualified operator at applicable prevailing wage rate, fuel/consumables, lodging (if not local), incidentals, etc. Please include Mobe/Demobe for equipment. Mobe/Demobe is a one-time payment and is to include both bringing equipment in and hauling equipment out (mobe/demobe). It may be charged one time per requested machine if not already onsite for project construction.

Kwoneesum Dam Removal Project

Price Sheet

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



Items	Item Description*	Equipment (Specify Make/Models/Year)	Equipment with Biohydraulic Fluid (Yes/No)	Equipment Mobe/Demobe (billed 1 time)*	Unit	Hourly Rate (loaded PW rate for equipment, qualified operator at prevailing rate, fuel, incidentals, etc.)**
Heavy Equipment - Excavators						
1				\$	Hourly	\$
2				\$	Hourly	\$
3				\$	Hourly	\$
4				\$	Hourly	\$
5				\$	Hourly	\$
6				\$	Hourly	\$
7				\$	Hourly	\$
8				\$	Hourly	\$
9				\$	Hourly	\$
10				\$	Hourly	\$
11				\$	Hourly	\$
12				\$	Hourly	\$
Heavy Equipment - Log Loaders/Shovels						
1				\$	Hourly	\$
2				\$	Hourly	\$
3				\$	Hourly	\$
4				\$	Hourly	\$
5				\$	Hourly	\$
Heavy Equipment - Skidders						
1				\$	Hourly	\$
2				\$	Hourly	\$
3				\$	Hourly	\$
4				\$	Hourly	\$
5				\$	Hourly	\$
Heavy Equipment - Haul Truck/Off Road Dump						
1				\$	Hourly	\$
2				\$	Hourly	\$
3				\$	Hourly	\$
4				\$	Hourly	\$
5				\$	Hourly	\$
6				\$	Hourly	\$
Heavy Equipment - Tracked Dumps						
1				\$	Hourly	\$
2				\$	Hourly	\$
3				\$	Hourly	\$
4				\$	Hourly	\$
5				\$	Hourly	\$
6				\$	Hourly	\$
Heavy Equipment - Dozers						
1				\$	Hourly	\$
2				\$	Hourly	\$
3				\$	Hourly	\$
4				\$	Hourly	\$
5				\$	Hourly	\$
Heavy Equipment - Scrapers						
1				\$	Hourly	\$
2				\$	Hourly	\$
3				\$	Hourly	\$
4				\$	Hourly	\$
5				\$	Hourly	\$

Notes: *Please include anticipated class/size for equipment - Add additional pages if needed.

**Loaded Equipment and Staff rates listed above may be used to address force account and/or additional tasks to support the project as requested by the CIT PM. Loaded rates are to include equipment, qualified operator at prevailing wage rates, fuel/consumables, lodging (if not local), incidentals, etc.

*Mobe/demobe is a one-time payment and is to include both bringing equipment in and hauling equipment out (mobe/demobe) It may be charged one time per requested machine if not already onsite for initial project construction.

Signature: _____

Date: _____

Kwoneesum Dam Removal Project

Price Sheet

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



Items	Item Description	Equipment (Specify Make/Model/Approx. Hours)	Equipment with Biohydraulic Fluid (Yes/No)	Equipment Mobe/Demobe (billed 1 time)*	Unit	Hourly Rate (loaded PW rate for equipment, qualified operator at prevailing rate, fuel, incidentals, etc.)*
	Heavy Equipment - Water Truck / Water Wagons					
1				\$	Hourly	\$
2				\$	Hourly	\$
3				\$	Hourly	\$
4				\$	Hourly	\$
	Heavy Equipment - Front End Loaders					
1				\$	Hourly	\$
2				\$	Hourly	\$
3				\$	Hourly	\$
4				\$	Hourly	\$
	Heavy Equipment - Motor Grader					
1				\$	Hourly	\$
2				\$	Hourly	\$
	Hvy. Equip. - Single Drum Roller/Vib. Soil Compactor					
1				\$	Hourly	\$
2				\$	Hourly	\$
	Heavy Equipment - Other					
1	Straight Log Trucks with qualified driver		N/A	N/A	Hourly	\$
2	Log Truck w/ Hay Racks with qualified driver		N/A	N/A	Hourly	\$
3	Self-Loader with qualified driver		N/A	N/A	Hourly	\$
4	Dump Truck (10-12 CY) with qualified driver		N/A	N/A	Hourly	\$
5	End dump - high side (~75 CY) with qualified driver		N/A	N/A	Hourly	\$
6	End dump (25+ CY) with qualified driver		N/A	N/A	Hourly	\$
7	Side dump (~24 st/~32 h) with qualified driver		N/A	N/A	Hourly	\$
8	CAD/Conveyor Truck (20-22 CY) w/ qualified driver		N/A	N/A	Hourly	\$
9	Lowboy with qualified driver		N/A	N/A	Hourly	\$
10	Lowboy with jeep with qualified driver		N/A	N/A	Hourly	\$
	RTV/UTV w/ operator					
11	Other:				Hourly	\$
12					Hourly	\$
13					Hourly	\$
14					Hourly	\$
15					Hourly	\$
16					Hourly	\$
17					Hourly	\$
18					Hourly	\$
18					Hourly	\$
20					Hourly	\$
21					Hourly	\$
22					Hourly	\$
23					Hourly	\$
24					Hourly	\$
25					Hourly	\$
26					Hourly	\$
	Staff					
1	Laborer (prevailing wages)		N/A	N/A	Hourly	\$
2	Sawyer (incl. saw/consumables/incidentals/etc.)		N/A	N/A	Hourly	\$
3	Faller (incl. saw/consumables/incidentals/etc.)		N/A	N/A	Hourly	\$
5	Project Manager		N/A	N/A	Hourly	\$
6	Superintendent		N/A	N/A	Hourly	\$

Notes: *Please include anticipated class/size for equipment - Add additional pages if needed.

**Loaded Equipment and Staff rates listed above may be used to address force account and/or additional tasks to support the project as requested by the CIT PM. Loaded rates are to include equipment, qualified operator at prevailing wage rates, fuel/consumables, lodging (if not local), incidentals, etc.

*Mobe/demobe is a one-time payment and is to include both bringing equipment in and hauling equipment out (mobe/demobe) It may be charged one time per requested machine if not already onsite for initial project construction.

Signature: _____

Date: _____

TOTAL CONTRACT PRICE

1. _____ (use words)
\$ _____ (use figures)
2. All Contract costs are included in the prices set forth above and have been computed in accordance with the project plans and specifications provided. Any Work required by the Contract Documents not specifically listed above is considered incidental.
3. Bidder (Contractor) shall pay all applicable sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.
4. The Washington State Department of Revenue has issued a letter stating that Tribal Habitat Restoration Activities are exempt from Washington State's Retail Sales Tax (attached). The Bidder (Contractor) should contact the Washington State Department of Revenue for answers to questions regarding taxes based on this exemption. The Tribe will not adjust payment if the Contractor bases a bid on a misunderstood tax liability.

Bidder acknowledges presence of lump sum and unit price items on Bid Sheet and that all estimated quantities are not guaranteed and are solely for the purpose of comparison of Bids. Final payment for unit price items will be based on actual quantities provided, as determined and approved by the Tribe Project Manager or their designate.

Tribe will award the Contract to the Bidder whose Proposal and Bid is in the best interest of the Project and provides the best value as determined by the sole discretion of the Tribe's Selection Committee based on the qualifications and criteria outlined in the RFP.

Price Sheet (hourly rates) may be used for additional, force account, and/or post-project support tasks as identified by the Tribe Project Manager or their designate.

B-8 SUBCONTRACTORS AND SUPPLIERS

- 8.01 Several habitat restoration tasks require demonstrated and documented prior experience as outlined in the RFP. Any individual or entity (other than a supplier) having a direct contract with Bidder for performance or furnishing **dewatering/diversion, constructing Engineered Log Jams/log habitat structures, constructing stream channels**, or performing or furnishing more than 5% of the total Bid or over \$250,000 of Work at the Site shall be listed in table below, and role described in the detailed Project Approach submitted with Proposal. Identified individuals or entities for tasks listed above shall be considered as part of the Tribe's evaluation and scoring. Per the RFP, the Prime contractor and/or Team must demonstrate their prior successful experience for major project elements.

8.02 Other Subcontractors and Suppliers whose total contract value is expected to exceed \$250,000:

a. Subcontractor/Supplier Name:

Type of work/materials:

b. Subcontractor/Supplier Name:

Type of work/materials:

c. Subcontractor/Supplier Name:

Type of work/materials:

d. Subcontractor/Supplier Name:

Type of work/materials:

e. Subcontractor/Supplier Name:

Type of work/materials:

f. Subcontractor/Supplier Name:

Type of work/materials:

g. Subcontractor/Supplier Name:

Type of work/materials:

B-9 *SUBMISSION*

Submitted On (day, month, year): _____

Washington Construction Contractors Board License Number: _____

(If available) Name of individual (and affiliated company if not employed by Prime Contractor) who completed logger training program approved by Sustainable Forestry Initiative (e.g., Master Logger Training): _____

If Bidder is an Individual:

Individual's Name:

Doing Business As:

Business Address:

Phone Number:

Email:

Individual's Signature:

If Bidder is a Partnership:

Firm Name:
Business Address:
Phone Number:
Email:
General Partner:
General Partner's Signature:

If Bidder is a Joint Venture:

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

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

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

If Bidder is a Limited Liability Company:

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



Cowlitz Indian Tribe

Natural Resources Department

Failure to return this Declaration as part of the bid proposal package will make the bid nonresponsive and ineligible for award.

NON-COLLUSION DECLARATION

The undersigned, by signing this form and by submitting a proposal, hereby declare, under penalty of perjury under the laws of the United States, that the following statements are true and correct:

1. That the undersigned person(s), firm, association, or corporation has (have) not, either directly or indirectly, entered into any agreement, participated in any collusion, other otherwise taken any action in restraint of free competitive bidding in connection with the project for which this proposal is submitted.
2. That by signing this declaration, and the signature page of this proposal, I agree to the provisions of this declaration.

Name:

Business name (if applicable):

Address:

Phone Number:

Signature:

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



STATE OF WASHINGTON
DEPARTMENT OF REVENUE

RE: Tribal Habitat Restoration Projects – Sales Tax Exemption

Dear retailers,

Tribal Fishing, Hunting, and Gathering Tax Exemption

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

Tribal Habitat Restoration Activities

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

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

Required Documentation

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

Disclosure

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

Resources:

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

Sincerely,

Kyle Iron Lightning
Kyle Iron Lightning

Tribal Liaison | Tribal Affiliation: Spirit Lake Dakota Nation

Executive Office | Washington State Department of Revenue | Kylei@dor.wa.gov

CC: Cowlitz Indian Tribe

Tribal Partnership Program | Executive Division
PO Box 47454 ♦ Olympia, Washington 98504-7478 ♦ Fax (360) 534-1526
www.dor.wa.gov

Exhibit E
Owner-Provided Materials - Photos



Photo of Log Deck with Tribe-supplied Large Wood (Stick Logs and Rootwad Logs)



Photo of Log Deck with Tribe-Supplied Large Wood (Stick Logs and Rootwad Logs)



Photo of Log Deck with Tribe-supplied Large Wood (Stick Logs and Rootwad Logs)



Photo of Log Deck with Tribe-Supplied Large Wood (Stick Logs and Rootwad Logs)



Photo of Screened Materials Available Onsite



Photo of Screened Materials Available Onsite



Photo of Screened Materials Available Onsite



Photo of Screened Materials Available Onsite