



# **Cowlitz Indian Tribe**

## **Natural Resources Department**

### **BIDDING DOCUMENTS**

**Wildboy Creek Phase II Design Project**  
**RFP for Preliminary Design Services**

**February 2026**

# **Wildboy Creek Phase II Design Project**

## **RFP for Preliminary Design**

### **BIDDING DOCUMENTS**

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# Cowlitz Indian Tribe

## Natural Resources Department

### Request for Proposals (“RFP”)

#### Exhibit A

#### Wildboy Creek Phase II Design Project

#### RFP for Preliminary Design Services

##### RFP-1 Project Contacts

**Contacts:** Katie Fielding – Restoration Ecologist  
([kfielding@cowlitz.org](mailto:kfielding@cowlitz.org)) 360-608-5151 cell  
Peter Barber – Habitat Restoration Program Manager  
([pbarber@cowlitz.org](mailto:pbarber@cowlitz.org)) 360-839-9299 cell

##### RFP-2 Critical Date Overview

- DJC Public Notice – Request for Proposals: est. February 2 & 9, 2026
- **Mandatory Site Tour/Job Walk: February 25, 2026 – 10:00am PST**
  - **RSVP for Mandatory Site Tour February 24, 2026 – 5:00pm PST**
- Request for Clarification/Question Submittals by: March 6, 2026 – 6:00pm PST
- Response to Questions: est. March 13, 2026 – 6:00pm PST
- **Proposal/Bid Submission Deadline: March 31, 2026 – 2:00 pm PST**
- Selection Committee Review and Scoring: April 1-6, 2026
- **Award Selection/Contracting: April 7, 2026 (tentative)**
- Simplified Project Timeline (overview):
  - Kick-off Meeting – Tribe/Consultant: April 2026
  - Consultant Fieldwork (Survey/Data collection): May – October 2026
  - Conceptual Design Alternatives/Preferred Alternative: Oct 2026 – February 2027
  - Preliminary Design Development: February – April 2027
  - Review of Draft Preliminary Design: May/June 2027
  - Review Draft Basis of Design Report: May/June 2027
  - Final Prelim Design and Basis of Design Report: August 2027
  - Submission of deliverables to RCO: September 1, 2027

##### RFP-3 Contract Attachments

- Exhibit A – RFP
- Exhibit B – Contract/Agreement

- Exhibit C – Bid Form/Price Sheet
- Exhibit D – Department of Revenue Tribal Habitat Restoration Projects – Sales Tax Exemption
- Exhibit E – Site Photos / Background Information
- Exhibit F – Grant Agreements (Redacted)(*reserved*)
- Exhibit G – Tribe’s Q&A Responses / Addenda (*reserved*)
- Exhibit H – Selected Construction Contractor’s Proposal and Bid (*reserved*)

#### RFP-4 Project Overview

The Cowlitz Indian Tribe (Tribe) secured funding through Washington State Recreation and Conservation Office, (RCO) Salmon Recovery Funding Board (SRFB) to develop preliminary design documents to increase the quality and quantity of spawning and rearing habitat through a 1-mile reach of Wildboy Creek (approximately RM 0.15-1.2), a tributary to the West Fork Washougal River. The proposed design objectives include increasing lateral flow to restore floodplain connectivity, increasing roughness to degrade sections of incised bedrock channel, and increasing habitat complexity with constructed logjams as well as large wood and boulder placement. This project will utilize lessons-learned from the Kwoneesum Dam Removal Project and the previous half miles of instream habitat restoration completed within Wildboy Creek during 2024. The proposed project reach begins downstream of the last installed log structure, located below the Texas Creek confluence, and extends downstream to the southern boundary of the Columbia Land Trust property roughly 250 yards upstream of the confluence with the West Fork Washougal River.

The Tribe is seeking a qualified engineering consultant to assess the project site conditions and hydrology and develop a comprehensive restoration design addressing the limiting factors affecting the survival and productivity of coho salmon, winter and summer steelhead populations in the headwaters of the West Fork Washougal River. The proposed design should include targeted, process-based restoration techniques to restore floodplain connectivity, improve instream habitat diversity, increase wood loading, increase pool area and residual depth, and support gravel sorting and retention to increase the quantity and quality of spawning habitat throughout the project footprint. This could include but is not limited to channel spanning structures to increase floodplain engagement and attenuate the transport of spawning gravels through sections of Wildboy Creek. As well as habitat complexity structures to increase the quantity and quality of rearing habitat to benefit Washougal River coho salmon, winter and summer steelhead populations.

The Tribe will collaborate with the selected design team (consultant) to develop a suite of restoration alternatives and one preliminary design (per RCO Manual 18) to achieve the project goal. The consultant shall provide a detailed approach for each of the following preliminary design objectives in their proposal:

1. Restore natural stream processes through the 1-mile treatment reach with logjams and log complexity structures. Utilizing survey data of Wildboy Creek’s instream conditions to identify suitable locations for large wood placement to attenuate the flow of mobile sediment, reconnect floodplains and increase habitat complexity.
2. Identify the extent of available floodplain and proposed large wood structures that will increase the frequency of floodplain engagement and promote increased stream sinuosity.
3. Proposed large wood structures that will sort and retain spawning gravels within the channel as well as aggrade sediment where the channel has been scoured to bedrock.
4. Include additional habitat complexity structures to provide over-head cover to coho salmon, winter and summer steelhead juveniles. Placement of these structures should target tributaries

and seeps throughout the project reach as well as provide increased floodplain roughness.

5. Evaluate project access within the Wildboy Creek Phase II project reach to inform the design approach that includes placement of ground-based structures requiring heavy equipment and areas better suited for helicopter wood placement.

The Tribe seeks to hire a qualified consultant with demonstrated experience designing and constructing projects of similar scope and scale, coordinating with private landowners and Land Trusts on sites located in watersheds impacted by historic logging practices. The preliminary design plan set should include a process-based restoration approach to improve instream habitat diversity and complexity, floodplain connectivity, and other habitat forming processes with the goal of increasing the quantity and quality of spawning and rearing habitat throughout Wildboy Creek. The design should encourage sediment deposition and retention, by increasing channel roughness with wood and rock placement, resulting in an increase in water surface elevations, and restoring floodplain engagement.

The Tribe will give preference to well-qualified consultants with a history of completing similar sized habitat restoration projects, with specialized experience such as anchoring logjams and grade-logs to bedrock, placement of channel spanning log structures, use of boulder collars for ballast, helicopter logjam design and creative-fit-in-the-field placement of helicopter transported wood. Consultants must have a history of designing and permitting similar projects in environmentally sensitive areas requiring Federal, State, and local permits.

#### RFP-5 Project Location and Watershed

Wildboy Creek is a tributary to the West Fork of the Washougal River in Skamania County Washington. The Wildboy Creek Phase II project area extends from the confluence with Texas Creek, where the Kwoneesum Dam removal restoration work ended, to the Columbia Land Trust property line just above the confluence with the West Fork Washougal. The stream runs through forest land previously impacted by the Yacolt Burn wildfire (1902), splash damming and more recently industrial timber harvest. The project reach is currently owned and managed by Columbia Land Trust as a natural area. The project sites can be accessed by traveling north on Washougal River Road (17<sup>th</sup> Street) from Highway 14, turning left turn onto Hughes Road, left turn to Skamania Mines Road where there are multiple access points via gated private landowner's road to the Land Trust property. Approximate project coordinates are provided on the vicinity map below.



## Project APE Maps Report

### PROJECT: 25-1192 Planning, Wildboy Creek Phase II Design

Sponsor: Cowlitz Indian Tribe      Program: Salmon State Projects

#### WORKSITE #1: Wildboy Creek Phase II Design

Properties: Columbia Land Trust - Wildboy Timberland

Address: Not provided

City: n/a      County: Skamania

TRS: 02, 05E, 17  
Lat/Long: 45.66027347, -122.21830784



## RFP-6 Project Deliverables and Timeline

The consultant shall provide detailed approach for each of the following tasks in their proposal with all project deliverables provided by September 1, 2027:

### **Task 1: Fieldwork Investigations, Data Collection and Surveys**

Site reconnaissance may include the use of ground-based topobathymetric surveys with a Total Station or equivalent and Unmanned Aerial Vehicle (UAV) Light Detection and Ranging (LiDAR) as proposed by the engineering consultant. Specific attention will be focused on placement of structures to activate the broadest floodplain reaches. As well as target areas for structures including the confluence of tributaries to Wildboy Creek and any springs or cold-water inputs. Equipment access routes are to be documented and evaluated. Areas without equipment access will be assessed for helicopter wood placement.

Additional ground-based site reconnaissance should include recording bank full widths, ID analog logjams (if any exist), longitudinal profile, sediment sizes, riparian conditions and documenting existing habitat conditions.

***Deliverables:** Ground or aerial survey data with the option to produce Digital Elevation Model (DEM) for base mapping, detailed georeferenced site map(s) and flow assessment identifying physical features, wetlands, and access constraints. Consultant proposal shall provide proposed data collection methods and details. Detailed analysis of project reach identifying treatment reaches and respective treatment options.*

### **Task 2: Hydrology and Hydraulics Studies**

Develop hydraulic models with recurrence flows for the project site based on nearby USGS gauge data in contributing basin areas or equivalents. Develop a two-dimensional hydraulic model as needed to inform the sheer stress, sediment transport capacity and placement of log structures or roughness features. The engineer will need to develop modeling sufficient to inform the design of wood structures and anchoring that may shift and settle but ultimately remain stable during high flow events.

***Deliverables:** 2-, 5-, 25-, 50-, and 100-year recurrence flows for the project reach. 2D hydraulic model and supporting summary for basis of design report (BOD report). Conceptual design alternatives with inundation, flow velocity and shear stress modeling results.*

### **Task 3: Conceptual Design Alternatives and Preferred Alternative Selection (Estimate December 2026 – February 2027).**

Prepare a suite of conceptual restoration alternatives and coordinate with Tribe to select the preferred alternative for the 1-mile project reach. The preferred approach will be developed into a draft preliminary (30%) design.

***Deliverables:** Alternative concepts presentation for the Tribe and the landowner. Conceptual design alternatives, analysis and selection process will be incorporated into the draft preliminary design report.*

### **Task 4: Preliminary Design and Basis of Design Report (February - August 2027).**

The selected preferred alternative will be developed into a Preliminary Design (roughly 60%) as per Manual 18, Appendix D requirements. The Preliminary Design plans may include an approach, to include a “machine-placed” reach and a “helicopter-placed” treatment reach. The engineer will need to provide design details necessary for regulatory permits, material quantities, and the construction cost estimate. Submittal of the Preliminary Design deliverable must be completed by September 1, 2026, prior to grant agreement expiration. There is no time extension allowed for planning projects.

**Deliverables:** Preliminary design, cost estimate, log and ballast boulder quantities, and Basis of Design report summarizing hydrology/hydraulic modeling, alternatives analysis and selection process. (Reference Manual 18 Appendix D.)

**Task 5: Project Management & Coordination (March 2026-September 2027).**

Provide project management and coordination for project duration. Provide quality assurance/quality control as needed. Ensure tasks and deliverables meet or exceed industry standards for restoration projects as per RCO Manual 18.

**Deliverables:** Monthly summary of work completed and monthly invoice.

Design consultants are encouraged to propose equivalent alternative means and methods for surveying and reporting that will achieve a better result. If the consultant believes there are additional items that should be included or addressed to strengthen the Preliminary Design plan set and Basis of Design report, please include them in your proposal.

## 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. The Tribe has not and does not confer a license, access rights, or award of any kind to any Bidders or others who view the Bidding Documents, regardless of where the documents may be posted.
- 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 business or contractor's license as applicable.
- 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 as per project schedule. Each

Bidder shall demonstrate its ability to meet all requirements of the Contract by evidence satisfactory to the Tribe.

- E. Experience developing and designing similar sized restoration projects including fish passage, engineered log jams/large wood habitat structures, floodplain reconnection, and riparian restoration on complex, habitat restoration-related projects.
- F. Experience with design of relevant habitat restoration projects with similar goals/objectives in the last 10 years.
- G. Experience designing 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.
- H. Each Proposal/Bid shall contain a detailed summary of the Bidders approach to the 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 consultant selection.
- I. Resumes for the consultant's project manager and key staff 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

- J. Any individual or entity having a direct contract with Bidder for performance of the project shall be identified as a subcontractor (e.g. surveyor, Geotech etc..) and described in the proposal and 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 RFP/Bidding Documents and other related data identified in the Documents.
  2. Visit the Site if and as necessary 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. The Tribe will provide any readily available technical reports to the selected contractor.
- B. The Tribe makes no representation or warranty, expressed or implied, about moisture conditions and water tables onsite.

### Hazardous Environmental Conditions

- A. The Tribe is not aware of any hazardous materials onsite at the time the Bidding Documents were prepared.

### Work at the Site by Others

- A. Tribe, Landowner, WDFW, or others (such as reforestation, logging or other Landowner contractors) may be intermittently on the site. Selected consultant shall coordinate with Tribe/Landowners prior to conducting fieldwork.

## RFP-11 PRE-BID MEETING (MANDATORY)

A Mandatory Pre-Bid Meeting will be held on site, weather permitting, location and additional details will be provided in response to RSVP as indicated in section **RFP-2**. If a the mandatory site visit is held at an off site location, and depending on consultant interest, site access to preview the project reach may be subsequently coordinated with the Tribe as an optional site visit.

Representatives of Tribe will be present to discuss the Project. All Bidders are required to attend, sign in, and participate in the meeting, which is anticipated to last approximately 1.5 hours. The Tribe 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 will not be accepted.

**RSVP to the mandatory pre-bid meeting by emailing individuals listed below at least 24 hours prior to the meeting.**

**Technical Contacts:** Katie Fielding – Restoration Ecologist ([kfielding@cowlitz.org](mailto:kfielding@cowlitz.org))  
360-608-5151 cell  
Peter Barber – Habitat Restoration & Conservation Program Manager ([pbarber@cowlitz.org](mailto:pbarber@cowlitz.org)) 360-839-9299 cell

## RFP-12 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-13 BID BOND/CONTRACT SECURITY

N/A – Bid/Proposal Bond is not required for this solicitation.

#### RFP-14 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. The certificate will specify all parties who are covered including, but not limited to, the Cowlitz Indian Tribe, Columbia Land Trust and all other landowners of property that the consultant chooses to utilize for project access. 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-15 CONTRACT TIMES

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

#### RFP-16 DAMAGES FOR DELAY

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

#### RFP-17 PREPARATION OF BID

Bid Forms and Price Sheets are 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 Business License and/or Construction Contractors Board license number as applicable to the work being solicited.

The bid must contain any requested modifications to insurance requirements or to the contract/agreement. Bidders understand and agree that a bid which does not identify requested changes to the insurance requirements or to the contract/agreement are an express representation that the bidder can complete the project according to the terms of this RFP.

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

#### RFP-18 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-19 SUBMITTAL OF BIDS

Proposal/Bid shall be submitted no later than the time specified in RFP-2 and at the following place:

Katie Fielding – Restoration Ecologist  
Cowlitz Indian Tribe – Natural Resources Department  
1055 9th Avenue, Suite A  
Longview, WA 98632

All blanks shall be filled in, and the Bid Forms/Price Sheets shall be signed. Hand delivered Proposals 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:

Lacey Jacobs – Program Coordinator  
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.

**NOTE:** Bids may also be emailed. Email complete Proposal/Bid to all of the following email addresses:

- [kfielding@cowlitz.org](mailto:kfielding@cowlitz.org)
- [pbarber@cowlitz.org](mailto:pbarber@cowlitz.org)
- [ljacobs@cowlitz.org](mailto:ljacobs@cowlitz.org)

#### RFP-20 MODIFICATION AND WITHDRAWAL OF BID

A Proposal/Bid may be modified or withdrawn by an appropriate document duly executed in the manner that a Proposal/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-21 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 Business/Contractor’s license (P/F)
- 7) Not Suspended/Debarred (P/F)
- 8) Apparent Capacity to Complete (P/F)
- 9) Experience (P/F)
- 10) Includes Key Staff Resumes (P/F)

### 11) 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-22 BIDS TO REMAIN SUBJECT TO ACCEPTANCE

All Proposals/Bids will remain subject to acceptance for 45 days.

### RFP-23 SELECTION CRITERIA

Contractors are invited to respond to this RFP at their own cost. The submittal is limited to a maximum of 16 pages (8 sheets if duplex-printed) on 8.5" x 11" paper with a minimum font size 10 (Arial), not including the cover letter and 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 16-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 evaluate proposal submittals for a Time and Materials (hourly) not to exceed 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 for large scale habitat restoration.
4. Estimate of availability, proposed schedule, and fees (e.g., budgets for lump sum bid items (with subordinate/supporting tasks details and costs) as well as loaded hourly rates.
5. Project and Client References: Include minimum of 5 recent examples of relevant prior habitat restoration projects with references (include project summary, cost, contract duration, bid price and final contract price, 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 similar prior stream restoration and fish passage projects (type, size, scale) and flexibility/efficiency/expertise when providing desired deliverables.
7. Bid Sheet
8. Price Sheet
9. Staff resumes

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

	Criteria	Points
A.	Proposal: Detailed approach to tasks and deliverables	35
B.	Key Personnel: qualifications for restoration project design and permitting.	5

C.	Proposed Schedule: estimate of availability and ability to respond to the Cowlitz Indian Tribe's time sensitive schedule. Include detailed schedule.	10
D.	Include a minimum of five applicable reference projects with proposal including project name, start date, completion date, bid cost, final cost, client name, phone number and email, project description/narrative.	10
E.	Bid Sheet/Price Sheet	35
F.	Identification of project risks and challenges and proposed approach(es) to addressing and minimizing those risks/challenges.	5
Total Points Available:		100

The Tribe is interested in working with qualified consultants with the capacity to complete this design project on schedule who have demonstrated experience and expertise designing large-scale instream and habitat restoration projects. Qualified consultants will have demonstrated expertise in the development of preliminary design and associated deliverables (per RCO Manual 18, appendix D) and submittals of supporting permitting applications. Consulting firms should have a history of coordinating with the local regulatory agencies and success obtaining state and federal permits to support stream/habitat restoration projects.

Tribe selection committee may 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 consultants offering the best value to the tribe.

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).

Upon completion of scoring, 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. 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). Although not anticipated, the Tribe reserves the right to conduct interviews with the highest scoring bidders, or as described above, the Tribe may opt to open direct negotiations with the Bidder that presents the most qualified, highest scoring submittal.

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-24 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 after tabulating Tribe's Selection Committee results.
- 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-25 CONTRACT SECURITY**

N/A— Proposal/Bid bond is not required with consultant submittals for this design project.

## RFP-26 SIGNING OF AGREEMENT

When Owner gives a Notice of Award to the Successful Consultant, 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-27 PAYMENT DETAILS & OVERVIEW

Prevailing wage rates do not apply to this professional services contract. The selected consultant may submit monthly invoices during the period of performance. Consistent with Tribe and project grant requirements, payment will be made on a Time and Materials (hourly) using hourly rates provided in Price Sheet up to the not to exceed amounts shown on the Bid Sheet. If the CIT Project Manager requests additional follow-on tasks, hourly rates from the price sheet shall also be used. 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 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.

## RFP-28 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**

## CONSULTANT AGREEMENT

Between:

The Cowlitz Indian Tribe on behalf of its Natural Resources Department  
P.O. Box 2547  
Longview, WA 98632  
General Phone: (360) 577-8140  
Department Phone: (360) 353-9509  
(Hereinafter "Tribe")

and

**XXX Contractor XXX**  
Address  
Address  
Phone:  
(Hereinafter "Consultant")

This Consultant Agreement ("Agreement") is executed by and between Consultant and the Tribe, a federally recognized sovereign nation pursuant to 65 Fed. Reg. 8436 (Feb. 18, 2000). Consultant and Tribe may be collectively referred to herein as the "Parties", and each may be referred to as a "Party".

### TERMS & CONDITIONS

- 1. Term.** The effective term of this Agreement shall be **XXX, 2026** through September 27, 2027, 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: Katie Fielding  
Phone: 360.608.5151  
Email: kfielding@cowlitz.org

Consultant's Staff Contact:

Phone:

Email:

4. **Notice; Designated Legal Contacts.** Any and all legal notice required by or issued pursuant to this Agreement must be provided in writing, and shall be delivered postage pre-paid via certified mail or a reputable overnight courier to the following Legal Contacts:
  - 4.1. Legal notice to Consultant shall be at the address set forth on page one of this Agreement, and care of the Consultant's designated staff contact identified above.
  - 4.2. Legal notice to the Tribe shall be to the Cowlitz General Council Chair at the address set forth on page one of this Agreement, with courtesy copies sent to the Tribe's designated Staff Contact listed above, and to the Tribal Attorney of the Cowlitz Indian Tribe Legal Department at P.O. Box 2547 Longview, WA 98632.
  - 4.3. Either party may from time to time change its designated address for legal notice, or designated Legal Contact(s) for notice, by giving the other party reasonable notice of such change in writing.
5. **Change Orders.** Consultant understands and agrees that any material changes, modifications, or addendums to this Agreement and/or the underlying Project must be authorized in writing by the Cowlitz Tribal Council, acting through its designated representative and executed by an individual to whom the Tribe has delegated signature authority.

## 6. Compensation.

- 6.1. **Maximum Compensation.** The maximum total compensation amount approved by Tribe and payable to Consultant under this contract shall not exceed **XXX (\$XXX)**; which amount shall include any and all compensation for Services and "Eligible Expenses" (including but not limited to mileage, travel, and payment or reimbursement of direct actual costs and expenses), as further described below and set forth in detail in the Services. If the Agreement describes separate and specific maximum compensation amounts for Services and expenses, then at the end of the term of this Agreement, any remaining balance in the amount allocated for expenses may be used by Tribe, at its sole discretion, to cover fees for authorized Services, so long as the total compensation amount set forth above is not exceeded.
- 6.2. **Rates.** Tribe shall compensate Consultant according to the billing rate(s) and/or fee schedule(s) set forth in Exhibit C, in an amount not to exceed that stated in Section 6.1 above.
  - 6.2.1. Rates are based on a Consultant utilizing a standard forty-hour week with its workforce. Nothing herein prevents the Consultant from setting its own schedule and, consistent with the critical dates specified in the Agreement,

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

6.2.2. The Consultant understands and agrees that any language indicating that a mark-up shall be applied to rates, expenses, or other compensation under this Agreement are null and void. The Tribe will not consider any mark-up on consultant's rates, expenses, or other compensation under this Agreement.

**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.

6.3.3. Notwithstanding any language to the contrary in bid documents, exhibits, this Agreement or any other communications between the Parties, a mark-up applied to eligible expenses is not allowed.

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

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

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

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

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

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

**8. Performance.**

8.1 **Independent Contractor.** Consultant shall employ, at its own expense, all personnel reasonably necessary to perform the Services contemplated by this Agreement. Such personnel shall not be considered Tribe's employees. Consultant shall be responsible to ensure that all personnel engaged in performing Services are fully qualified to undertake the work in accordance with applicable tribal, federal, state, and local laws. Consultant shall at all times in performance of this Agreement operate as, and have the status of, an independent contractor, and will not be an agent or employee of Tribe; nor will Consultant or its personnel be entitled to any employee benefits

provided by the Tribe. The Parties are not engaged in a joint venture or partnership. Neither party can represent or bind the other.

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

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

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

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

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

8.5.1 If the Tribe authorizes a subcontractor, Consultant may not charge the Tribe a mark-up for the Services, compensation, or expenses of a subcontractor. Notwithstanding any subsequent communication, amendments, or agreements, the Consultant understands and agrees that the Tribe will not pay a mark-up on the compensation, expenses, or other payments made to a subcontractor.

## **9. Representations & Warranties.**

**9.1. Professional Work.** Consultant shall perform Services in a professional, thorough, skillful, and safe manner, consistent with the relevant standard of care expected from professionals with similar credentials and experience, and in accordance with the usual and customary standards accepted in Consultant's profession for similar projects. Consultant shall notify Tribe of any inconsistencies or errors in Consultant's work that do not meet the aforementioned standards as soon as possible.

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

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

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

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

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

## **11. Work Product.**

**11.1. "Work Product" Defined.** "Work Product" includes, but is not limited to, any and all papers, reports, information, drawings, internal memoranda, files, proposals, papers, copyrights, patents, photographs, data, and any written or graphic material, or

any other material or property, whether stored electronically or in hard copy, in any and all formats including native formats, and however produced, prepared, collected, generated, or created by the Consultant in connection with this Agreement.

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

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

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

## **12. Insurance.**

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

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

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

12.3. **Delivery of Certificates.** If insurance is required, Consultant shall deliver certificates of insurance showing the foregoing coverage within ten days of the start of the work.

12.4. **Cancellation, Termination, and/or Lapse of Insurance.** Consultant agrees to provide Tribe with at least thirty (30) days prior notice of Consultant's intent to cancel, terminate, or allow any insurance policy required herein to lapse during term of this Agreement, and for a period of three (3) years following the expiration or termination of this Agreement.

12.5. **No Subrogation.** Consultant waives all subrogation rights it may have against the Tribe and any of the Tribe's contractors, subcontractors, agents, officers, employees or entities.

**13. Indemnification.** Consultant agrees to, at its sole expense, hold harmless, indemnify, and at Tribe's sole discretion defend the Tribe and its officers, agents, employees, and assigns against any and all claims, demands, judgments, losses, costs, damages, expenses or other liabilities whatsoever, including court costs and reasonable attorney's fees and expenses, incurred by or claimed against the Tribe, its officers, agents, employees, and/or assigns, that arise out of or are based upon, whether directly or indirectly, Consultant's and/or Consultant's employee's, officers', or agents' errors, actions, omissions, and/or breach of contract related to this Agreement, including, but not limited to, accidents or injuries to persons or property.

The Tribe agrees to, at its sole expense, hold harmless, indemnify, and at Consultant's sole discretion defend the Consultant and its officers, agents, employees, and assigns against any and all claims, demands, judgments, losses, costs, damages, expenses or other liabilities whatsoever, including court costs and reasonable attorney's fees and expenses, incurred by or claimed against the Consultant, its officers, agents, employees, and/or assigns, that arise out of or are based upon, whether directly or indirectly, the Tribe's and/or the Tribe's employee's, officers', or agents' errors, actions, omissions, and/or breach of contract related to this Agreement, including, but not limited to, accidents or injuries to persons or property.

#### **14. Termination.**

14.1. **For Convenience.** Either party may terminate this Agreement by giving to the other party at least ninety (90) days prior written notice. The notice shall specify the effective date of termination.

14.2. **For Breach.** Either party may immediately terminate this Agreement by written notice following a material breach by the other party.

14.3. **By Tribal Council Executive Committee.** Notwithstanding anything herein to the contrary, Consultant understands and agrees that the Cowlitz Tribal Council Executive Committee may immediately terminate this Agreement by written notice.

14.4. **Effect.** Upon termination, the obligations of the Parties for the further performance of this Agreement shall cease, but the Parties shall not generally be relieved of the duty to perform their obligations arising up to the date of termination. Termination shall in no way limit or restrict any right or remedy at law or equity which would otherwise be available to Tribe, including, but not limited to, the right to contract with other qualified persons to complete the performance of Services identified in or contemplated by this agreement.

#### **15. Dispute Resolution.**

15.1. **Negotiation.** In the event that a dispute arises between the Parties over the performance, interpretation, or enforcement of this Agreement, the Parties in the first instance shall attempt in good faith to resolve the dispute informally through face-to-face negotiations. These negotiations shall take place at the Cowlitz Indian Reservation in Ridgefield, Washington, unless otherwise agreed upon in writing by the Parties. All offers, promises, conduct and statements, whether oral or written, made in the course of the negotiation by any of the Parties, their agents, employees, experts and/or attorneys shall be considered confidential, privileged and inadmissible for any purpose, including impeachment, in any other proceeding involving the Parties. Provided, however, that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the negotiations.

## **16. General Terms.**

16.1. **Headings.** Headings are provided for convenience and do not affect the meaning of the provisions to which they are affixed.

16.2. **Severability.** If any term of this Agreement is to any extent illegal, otherwise invalid, or incapable of being enforced, such term shall be excluded to the extent of such invalidity or unenforceability; all other terms hereof shall remain in full force and effect; and, to the extent permitted and possible, the invalid or unenforceable term shall be deemed replaced by a term that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term.

16.3. **Entire Agreement.** This Agreement incorporates all of the agreements, covenants and understandings between the Parties, and supersedes all prior or contemporaneous oral or written agreements between the Parties. No agreement or understanding, verbal or otherwise, of the Parties regarding their responsibilities under this Agreement shall be valid or enforceable unless embodied in the Agreement.

16.3.1. **Attachments.** The following documents are hereby incorporated by this reference and made part of this Agreement:

- **Exhibit A – RFP**
- **Exhibit C – Bid Form/Price Sheet**
- **Exhibit D – Department of Revenue Tribal Habitat Restoration Projects – Sales Tax Exemption**
- **Exhibit E – Site Photos / Background Information**
- **Exhibit F – Grant Agreements (Redacted)(reserved)**
- **Exhibit G – Tribe's Q&A Responses / Addenda (reserved)**
- **Exhibit H – Selected Construction Contractor's Proposal and Bid (reserved)**

16.4. **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.

16.5. **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.

16.6. **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.

16.7. **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.

16.8. **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 **25-1192P** 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 **25-1192P** that are applicable to subcontractors by its terms.

IN WITNESS WHEREOF, we set our hands and seals:

**Cowlitz Indian Tribe:**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Name:  
Title:

**Consultant:**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Name:  
Title:

**Exhibit C**  
**Bid Forms/Price Sheets**

# Wildboy Creek Phase II Design Project

## RFP for Preliminary Design Services

### Exhibit C-1: 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	<b>Field Investigations, Data Collection and Surveys</b> (Total including all labor, equipment, & all incidentals)	1	JOB	Lump Sum	\$
2	<b>Hydrology and Hydraulics Studies</b> (Total including all labor, equipment, & all incidentals)	1	JOB	Lump Sum	\$
3	<b>Conceptual Design Alternatives and Preferred Alternative Selection</b> (Total including all labor, equipment, & all incidentals)	1	JOB	Lump Sum	\$
4	<b>Preliminary Design and Report</b> (Total including all labor, equipment, & all incidentals)	1	JOB	Lump Sum	\$
5	<b>Project Management and Coordination</b> (Total including all labor, equipment, & all incidentals*)	1	JOB	Lump Sum	\$
<b>TOTAL BID</b>					\$

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**Wildboy Creek Phase II Design Project  
RFP for Preliminary Design Services  
Exhibit C-2: Price Sheet - Hourly Rates**

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



Notes: Price sheet for hourly T&M billing up to NTE bid amount and for potential follow-on tasks (if and as needed at direction of CIT Project Manager)

Signature:

Date:

**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](mailto:Kylei@dor.wa.gov)

CC: Cowlitz Indian Tribe

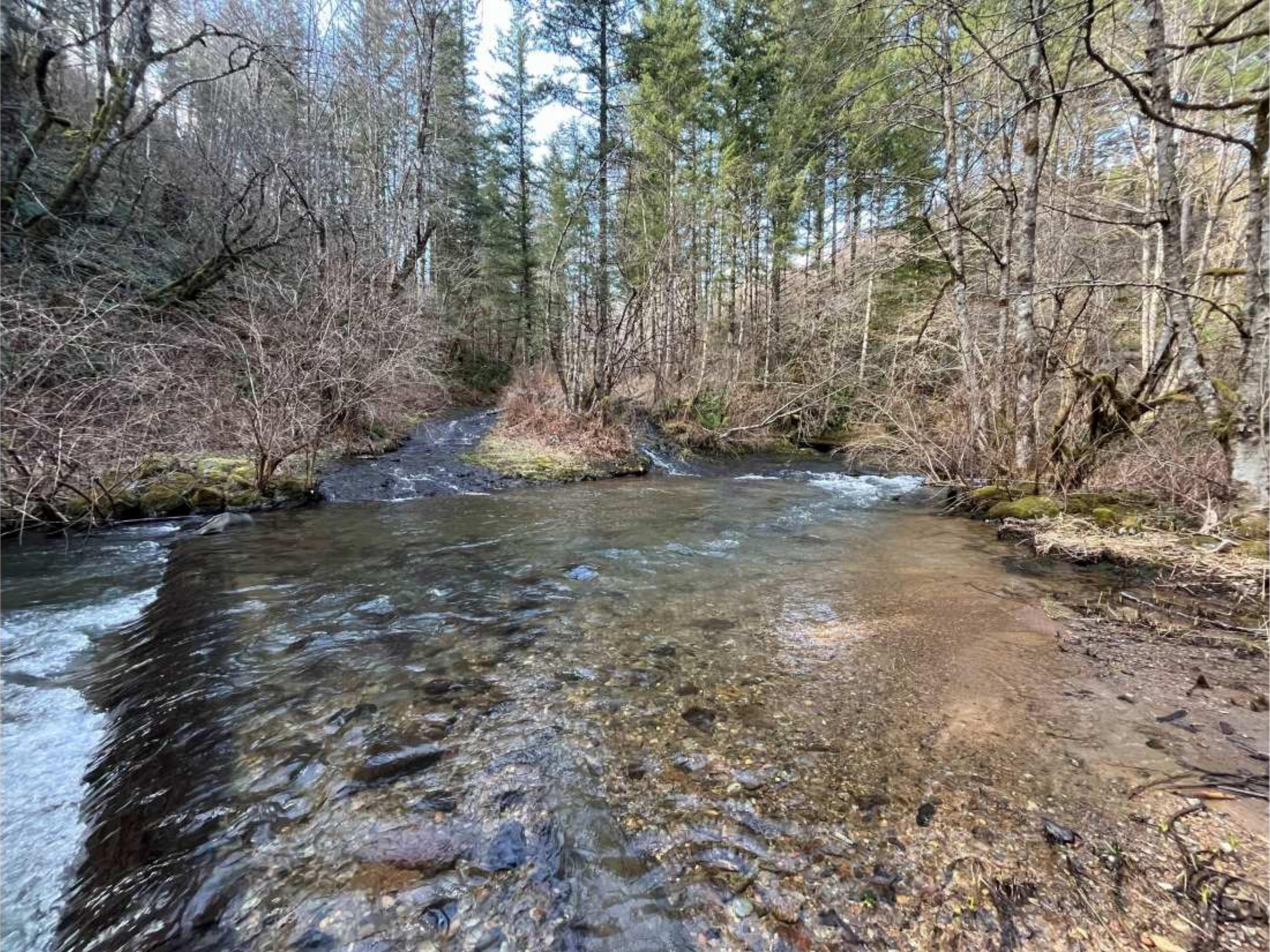
## **Exhibit E**

### **Site Photos / Background Information**























**Exhibit F**  
**Grant Agreements (Redacted)**

*Reserved for incorporation into the Contract Documents upon award and subsequent negotiations.*

**Exhibit G**  
**Tribe's Q&A Responses / Addenda**

*Reserved for incorporation into the Contract Documents upon award and subsequent negotiations.*

**Exhibit H**  
**Selected Consultant's Proposal and Bid Forms**

*Reserved for incorporation into the Contract Documents upon award and subsequent negotiations.*