

REQUEST FOR PROPOSALS (RFP)
FLATHEAD INDIAN RESERVATION, MONTANA

CROW CREEK MITIGATION PROJECT

CONFEDERATED SALISH AND KOOTENAI TRIBES
DIVISION OF ENGINEERING AND WATER RESOURCES

The cover form shall be submitted with a service provider's response to this RFP. Failure to submit the cover form is grounds to disqualify a submittal.

COMPANY INFORMATION:

COMPANY NAME	
MAILING ADDRESS	
CITY/STATE/ZIP	
TELEPHONE	
INDIAN PREFERENCE	

SUBMITTAL SIGNATURE:

I have read and understand the requirements for CSKT DIVISION OF ENGINEERING AND WATER RESOURCES REQUEST FOR PROPOSALS Crow Creek Mitigation Project and agree to provide the required services in accordance with the RFP and its contents.	
Submitted by (Printed Name):	
Title:	
Signature:	

INSTRUCTIONS TO OFFERORS

It is the responsibility of each offeror to:

Follow the format required in the RFP when preparing your response. Provide point-by-point responses to all sections in a clear and concise manner.

Provide complete answers/descriptions. Read and answer **all** questions and requirements. Don't assume Confederated Salish and Kootenai Tribes (CSKT) or evaluator/evaluation committee will know what your company capabilities are or what items/services you can provide, even if you have previously contracted with CSKT. The proposals are evaluated based solely on the information and materials provided in your response.

Use the forms provided, i.e., cover page, cost proposal, etc.

Submit your response on time. Note all the dates and times listed in the Schedule of Events, and be sure to submit all required items on time. Late proposal responses are not accepted.

List of RFP Attachments:

- Crow Creek Downstream Mitigation Planset, dated November 2024
- Draft Contract

The following items MUST be included in the response for the proposal to be considered responsive. Failure to include any of these items may result in a nonresponsive determination or point deductions.

- Signed RFP cover sheet
- Signed Cost proposal form
- RFP Response Form, including point-by-point responses to the offeror qualifications and information requirements
- Indian Preference Certification, if applicable
- CSKT Debarment Form
- Complete Bid bond Form (10%)
- Signed Addendum Acknowledgement Form

SCHEDULE OF EVENTS

RFP Issuance Date.....	11/6/2025
Mandatory Pre-Bid Tour.....	11/19/2025
Questions from proposer due.....	11/26/2025
Responses and/or Addendum due from CSKT	12/3/2025
Proposal Due Date.....	12/10/2025
Intended Date for Contractor Selection.....	12/17/2025

SECTION 1: PROJECT OVERVIEW AND INSTRUCTIONS

SOLICITATION NOTICE

Notice is given that the CSKT Natural Resources Department has released this Request for Proposals and will be accepting proposals until **5:30 PM Mountain Time, December 10, 2025**, from qualified Contractors to provide services, equipment, and labor for the Crow Creek Mitigation Project on the Flathead Indian Reservation. The mitigation project will connect historic stream oxbow features to seasonal surface water from Crow Creek to expand and create wetlands. The project will be constructed in the spring of 2026.

CSKT intends to award a Small Project Agreement (Attachment 1) to the selected Contractor to complete the Work. Offerors shall familiarize themselves with the contract requirements as part of the bidding process. The CSKT project manager will be the responsible contracting officer representative for all contract-related matters.

Contractors receiving contract awards shall be responsible, in total, for all work of any subcontractors. All subcontractors, if any, must be identified and their experience **must** be included in the proposal. The Contractor shall be responsible to CSKT for the acts and omissions of: a) all subcontractors, or agents and of persons directly or indirectly employed by such subcontractors, and b) for the acts and omissions of persons employed directly by the Contractor. Further, nothing contained within this document or any contract documents created as a result of any contract awards developed from this RFP shall create any contractual relationships between any subcontractor and CSKT.

PROJECT OVERVIEW

The project is located on Crow Creek in Lake County approximately four miles northeast of Charlo, MT on land owned by the CSKT (figure 1). The project area is downstream of the Crow Pump Diversion and relic stream and flood channels identified as oxbow features exist within the floodplain. Surface flow from Crow Creek is no longer connected to oxbow features in the project area. The goal of the restoration project is to connect surface water in Crow Creek to the oxbows and floodplain swales to expand and create wetland habitat. The site is accessed from Bouchard Road onto a dirt two-track leading to the project area. It is anticipated that only one mobilization will be necessary to complete the Work.

CSKT is seeking Contractors to provide the following services: construct restoration treatments, procure and transport materials to the site. A more complete description of the services sought for this project is provided in Section 3 Scope of Work and the Contract documents (Attachment 1). This RFP and associated items can be found on the CSKT Water Compact website at

<https://www.csktwatercompact.com/documents-and-links/>.

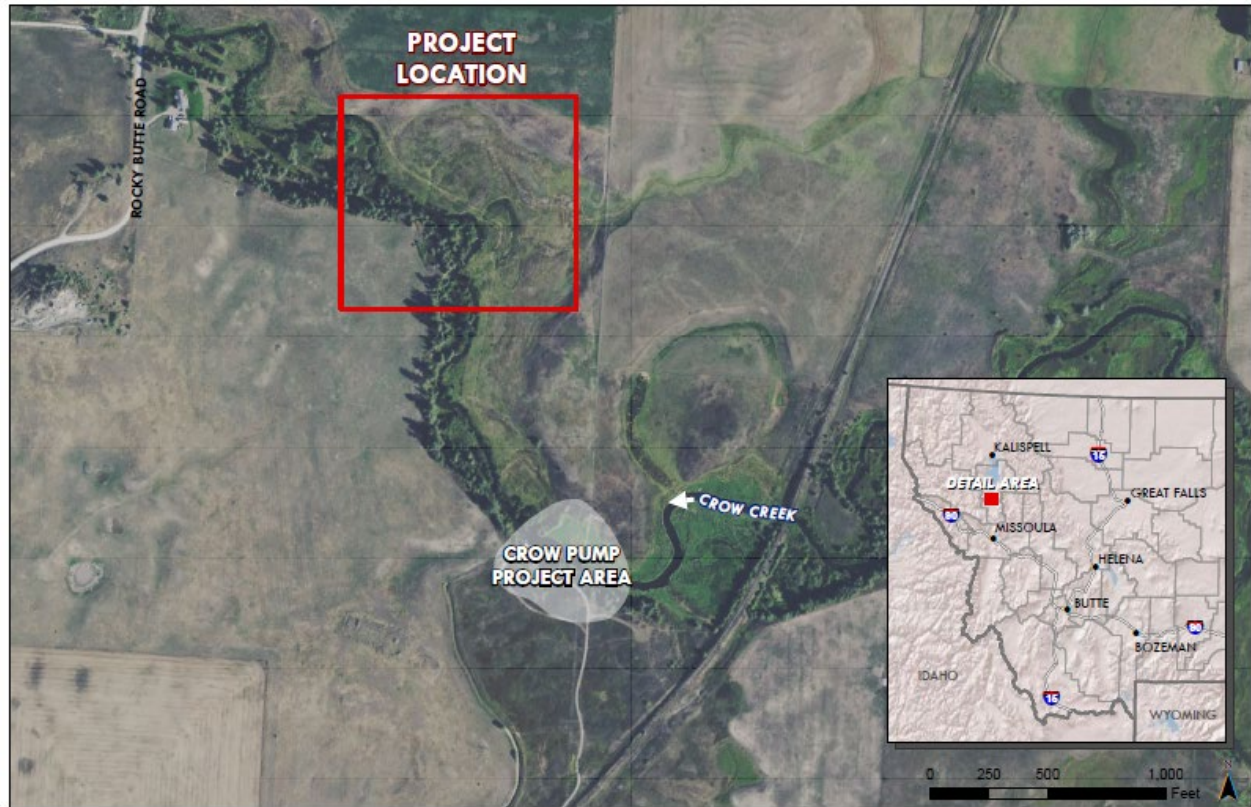


Figure 1. Overview of Crow Creek Mitigation Project location.

SINGLE POINT OF CONTACT

From the date this Request for Proposals (RFP) is issued until an offeror(s) is selected and the selection is announced, all contact regarding the project shall be directed to:

Tabitha Espinoza, Restoration Program Manager
NRD Division of Engineering and Water Resources
(406) 675-2700 Ext. 7238
Tabitha.Espinoza@cstk.org

SUBMITTING A PROPOSAL

Offerors failing to comply with the RFP instructions may be subject to point deductions. CSKT may also choose to not evaluate, may deem nonresponsive, and/or may disqualify from further consideration any proposals that do not follow this RFP format, are difficult to understand, are difficult to read, or are missing any requested information.

Number of Copies and Due Date. Offerors must submit one electronic PDF copy of the complete package as described here via email to Tabitha.Espinoza@cstk.org. **Electronic copies of the Proposals must be received on December 10, 2025, prior to close of business 5:30 p.m., local time.** Proposals received after this time will not be accepted for consideration. Facsimile submissions are not acceptable.

PRE-BID TOUR

The pre-bid tour is mandatory. Offerors who fail to attend the pre-bid tour will be disqualified from consideration. **The pre-bid tour is at 1pm on November 19, 2025 at the CSKT Division of Engineering and Water Resources office** at the Kicking Horse complex south of Ronan, MT. Address: 33091 Mollman Pass Trail, Charlo, MT 59824. A brief field visit to the project site will follow.

INDIAN PREFERENCE

This is an Indian Preference RFP. Tribal Contractors who wish to receive Indian Preference must obtain certification by CSKT Indian Preference Office as a legitimate Indian-owned business prior to submission of a response to this RFP. In order to claim Indian Preference, proof of Indian Preference Certification must be included with the response in the form of a copy of the certificate issued by the Indian Preference Office. Be advised, evidence of membership or affiliation with a tribe does not constitute Indian Preference certification. The selection of the successful Offeror and award of this Project will be per the provisions of the CSKT Indian Preference Ordinance 101A. It is the sole responsibility of the Offeror to obtain and provide proof of Indian Preference certification from the Indian Preference Office. For more information on Indian Preference certification, contact Melinda Charlo at (406) 675-2700 extension 1045.

Selected Contractor must comply with the Indian Preference Ordinance and Regulations, which can be found here: <https://cskt.org/indian-preference-office/>.

ACKNOWLEDGEMENT OF ADDENDA

Addenda to this RFP and answers to questions from potential respondents will be posted in accordance with the schedule of events at the following link <https://www.csktwatercompact.com/documents-and-links/>. It is the responsibility of the Contractor to ensure they have received and understand any and all addenda issued.

A completed 'Addendum Acknowledgement' form is attached and must be included with all Contractor solicitation responses.

10% BID BOND

Offerors shall attach an electronic copy of their bid bond for their proposal to be responsive. Submission of the bid bond, along with a certified and effectively dated copy of the power of attorney, shall be completed and signed by all required parties. Submittal of a bid bond less than 10% of the total estimated contract amount for base period, shall result in the bid being deemed non-responsive. Failure to submit a Bid Bond from a Surety Company shall result in rejection of the offer.

CONSTRUCTION WAGE REQUIREMENTS

The Indian Self Determination and Education Assistance Act, Pub. L. 93-638, 25 USC 5301, et seq., as amended, and its implementing regulations, including but not limited to, those set forth in 25 CFR Part 1000, Subpart K, as may be amended, shall apply to construction programs and projects included in this Agreement. Contractors and subcontractors must comply with applicable Tribal laws, Federal laws, program statutes and regulations. Wage determinations can be found at: [Wage Determinations | SAM.gov](#).

Davis-Bacon Prevailing Wages: Davis-Bacon Prevailing Wages must be paid to construction personnel by the Successful Offeror and to all Subcontractors.

PRE-CONTRACTUAL EXPENSES

Respondents are responsible for all costs incurred prior to issuance of a fully executed contract. All material submitted regarding this RFP will become the property of the CSKT and will only be returned to the respondent at the CSKT's discretion.

SECTION 2: EVALUATION PROCESS

OFFEROR QUALIFICATIONS

Offeror's proposal must indicate at least 3 years of relevant past experience, providing examples of at least 2 projects of similar services, size and scope to the type proposed in this RFP. Offeror shall provide the name and qualifications of the resident (onsite) superintendent and all key personnel involved in any aspects of the contract.

EVALUATION OF PROPOSALS

All proposals will initially be classified as either "responsive" or "nonresponsive." Proposals may be found nonresponsive at any time during the procurement process if any of the required information is not provided; the submitted price is found to be excessive or inadequate as measured by criteria stated in the RFP; or the proposal does not address the specific scope of work items described and required in the RFP. If a proposal is found to be nonresponsive, it will not be considered further.

Selection and award will be based on the offeror's proposal and other items outlined in this RFP. Submitted responses may not include references to information located elsewhere, such as Internet websites or libraries, unless specifically requested. Information or materials presented by offerors outside the formal response period and process, or subsequent discussion/negotiation, or best and final offer, if requested, will not be considered, will have no bearing on any award, and may result in the offeror being disqualified from further consideration.

An evaluation committee will evaluate responsive proposals and recommend whether to award contract(s) to the highest scoring offeror, or, if necessary, to seek discussion/negotiation or a best and final offer in order to determine the highest scoring offeror.

EVALUATION CRITERIA

CSKT will offer a contract to the offeror with the best value bid to the CSKT, based on several factors outlined here. All responsive proposals will be evaluated based on a combination of offeror's references, relevant experience, method of providing services, Indian Preference score, and cost outlined in its proposal.

Bidder's submittals will be evaluated and scored by CSKT as follows:

1. Contractor experience constructing floodplain restoration or stream restoration projects.
2. Total cost submitted on the cost proposal form.

3. Contractor's method demonstrates proper sequencing, schedule, equipment, and technical skill to successfully complete the Work as designed and in the allowed project time schedule. Contractor's proposal is a clear, concise strategy for completing the Work.
4. Contractor's key personnel demonstrate adequate experience, skills, and training to successfully complete the Work.
5. Indian preference certification.
6. Contractor references confirm successful and timely completion of past projects with similar scope and scale.

CSKT'S RIGHT TO INVESTIGATE AND REJECT

CSKT may make such investigations as deemed necessary to determine the ability of the offeror to provide the supplies and/or perform the services specified. CSKT reserves the right to accept, reject, or negotiate any proposal if the evidence submitted by, or investigation of, the offeror fails to satisfy CSKT that the offeror is properly qualified to carry out the obligations of the contract. This includes CSKT's ability to reject the proposal based on negative references, including poor efficiency or experience with operator skills or in previous project performance. Qualified personnel listed for specific tasks will be expected to perform as such.

CSKT expressly reserves the right to:

1. Reject all responses and re-advertise the Request for Proposals, with or without amended requirements
2. Base the scoring on compliance with this document, Indian Preference, responder experience and other factors
3. Reject any response in whole or in part if it is found in the public interest to do so
4. Waive informalities and irregularities in a response

Furthermore, CSKT reserves the right to withdraw this Request for Proposals at any time.

SUBMITTALS

Upon notice of selection, the bidder must provide the following documents immediately. If the bidder fails to provide required documents within 10 business days, CSKT retains the right to begin negotiations with the next best offeror.

- Current W-9 Form
- Proof of current worker's compensation insurance or proof of valid exemption*
- Proof of current general liability (or commercial) and automobile insurance*
- Indian Preference Compliance Plan, if applicable
- Performance Bond*
- Payment Bond*
- Final schedule, as approved by Owner
- Willow collection plan, detailing site(s) for collection, species present and number of cuttings available for each site.

*Review draft contract in Attachment 1 for specific information regarding bond and insurance requirements

SECTION 3: SCOPE OF WORK

This Scope of Work (SOW) and attached plan sheets describe the construction activities that will occur to reconnect the floodplain oxbows and develop wetlands within the Project Area, as well as general duties and mandatory mitigation measures.

WORK LOCATIONS

An overview of the project location is shown on Sheet 1.1 and restoration activities described in this SOW are displayed on Sheets 3.0 through 3.2. Details of restoration treatments are described on Sheets D1 through D3. The exact locations of Work will be flagged or staked in the field by the Owner or Restoration Consultant prior to implementation for all treatments.

SITE ACCESS AND EQUIPMENT

Minimizing damage to the floodplain is a high priority, especially within existing wetlands, which will be flagged for no entry unless Work is required and permitted in a wetland per the design. All efforts will be made to minimize driving on the site and pre-determined access routes and staging areas are defined on Sheet 1.1. Construction specifications are outlined on Sheet 1.1 and will be adhered to throughout construction. All equipment will be weed-seed-free when brought onsite and not driven through any weedy areas subsequently. Equipment will be inspected for weed-seed prior to accessing the site, at the discretion of the Owner or Restoration Consultant.

CONSTRUCTION MILESTONES

The contract times and milestone dates identified in the contract are listed here. The ideal timeframe for project construction is mid-March to mid-April. Any delays caused by Contractor(s) may be grounds for termination of a contract and/or assessment of liquidated damages. Key dates include the following:

- All willow installation shall happen during the dormancy window Oct 15- April 15
- Substantial completion on or before June 15, 2026
- Project complete and ready for final payment on or before July 15, 2026

*These dates cannot change without the express written approval by the CSKT.

TASKS. Restoration treatments are broken out by tasks, which correspond to the cost proposal form. It is the Contractor's responsibility to understand and propose proper sequencing for the various tasks.

TASK 1: CHANNEL CONSTRUCTION includes constructing 595 linear feet of channel within the floodplain. An inlet channel and two connector channels will be constructed to route water onto the floodplain and connect existing swale features. Channels will have varying depths of excavation relative to existing ground. Channels will be approximately 10 to 20 feet wide with maximum 5:1 side slopes blending into existing ground. Material excavated to create the channels shall be used in Check Structure treatments and any excess material hauled to the material disposal site. Material hauling is incidental to this bid item and must occur within the footprint designated on Sheet 1.1. Treatment locations are displayed on Sheet 3.1 and additional details are described on Sheet D2.

Contractor will provide all labor, tools, equipment, and incidentals necessary to complete the Work as specified.

Measurement for Task 1 will be by the linear feet of channel constructed as accepted and counted by the Owner or Restoration Consultant. **Payment** for Task 1 will be based on the linear foot bid price.

TASK 2: CHECK STRUCTURE includes construction of three check structures across existing swales to raise water surface elevations and expand wetland habitat. Check structures will span the width of the existing swale with 10:1 slopes into and out of the structure crest height. Material will be excavator-bucket compacted to create a tight seal. Material from channel construction shall be used to construct the checks. Treatment locations are displayed on Sheet 3.1 and additional details are described on Sheet D2.

Contractor will provide all labor, tools, equipment, and incidentals necessary to complete the Work as specified.

Measurement for Task 2 will be by the number of check structures constructed as accepted and counted by the Owner or Restoration Consultant. **Payment** for Task 2 will be based on the unit bid price.

TASK 3: CHECK STRUCTURE WITH COBBLE RETURN RAMP includes construction of three check structures with cobble return ramps across existing swales to raise water surface elevations and expand wetland habitat. Check structures will span the width of the existing swale with 10:1 slopes into and out of the structure crest height. On the downstream side a layer of cobble will be placed extending from the crest to the tie in point creating a reinforced return ramp where water can flow back to Crow Creek. Material will be excavator-bucket compacted to create a tight seal. Material from channel construction shall be used to construct the specified treatment, as well as imported cobble. Treatment locations are displayed on Sheet 3.1 and additional details are described on Sheet D2.

Contractor will provide all labor, tools, equipment, materials and incidentals necessary to complete the Work as specified.

Measurement for Task 3 will be by the number of check structures constructed as accepted and counted by the Owner or Restoration Consultant. **Payment** for Task 3 will be based on the unit bid price.

TASK 4: WILLOW BRUSH TRENCH includes construction of 960 linear feet of willow brush trenches in select locations within the floodplain to establish woody cover, slow water flow and trap sediment to support wetland development. Willow brush trenches will be constructed along the side of the inlet channel, across flow paths and on top of check structures. Construction will occur in close coordination with check structure and channel construction. A trench will be constructed in the treatment location and willows and brush will be placed vertically within the trench. Willows and brush will be acquired as part of other Tasks within this SOW. The trench will then be backfilled to the design elevation with

material removed to create the trench. Treatment locations are displayed on Sheet 3.1 and additional details are described on Sheet D3.

Contractor will provide all labor, tools, equipment, and incidentals necessary to complete the Work as specified.

Measurement for Task 4 will be by the linear feet of willow brush trench constructed as accepted and counted by the Owner or Restoration Consultant. **Payment** for Task 4 will be based on the linear foot bid price.

TASK 5: WOODY DEBRIS STRUCTURE includes construction of one woody debris structure in Crow Creek to raise the water surface elevation and route a portion of the flows into the constructed inlet channel. Large logs will be placed and anchored across Crow Creek at varying angles to form the matrix of the structure. Brush and small wood will be placed within the matrix of large logs to create roughness and habitat diversity. The structure will then be filled with cobble to the design elevation with inlet and outlet ramps no steeper than 5:1 slopes to the existing channel bed. The structure will then be excavator-bucket compacted to ensure stability. Acquiring the necessary materials is part of other Tasks within this SOW. Treatment locations are displayed on Sheet 3.1 and additional details are described on Sheet D1.

Contractor will provide all labor, tools, equipment, and incidentals necessary to complete the Work as specified.

Measurement for Task 5 will be by the number of woody debris structures constructed as accepted and counted by the Owner or Restoration Consultant. **Payment** for Task 5 will be based on the unit bid price.

TASK 6: SALVAGE LARGE LOGS includes sourcing and gathering four large logs for installation in the woody debris structure. Large logs will be sourced onsite at locations identified by the Owner or Restoration Consultant and gathered in such a way that minimizes damage to any nearby vegetation or the stream channel. Large logs will be greater than 12 inches in diameter and minimum 20 feet long (specific length of each log determined by Owner or Restoration Consultant) with an optional rootwad attached. Large logs should be acquired in a way that preserves the size, type and integrity of each piece. Materials must be handled in a manner that minimizes damage to bark, limbs and rootwads if present (no rolling, crunching, crushing, etc.). Large logs must be stored adjacent to the treatment area within the Work Extents or at the Staging Area as displayed on Sheet 1.1.

Contractor will provide all labor, tools, equipment, and incidentals necessary to complete the Work as specified.

Measurement for Task 6 will be by the number of large logs acquired as accepted and counted by the Owner or Restoration Consultant. **Payment** for Task 6 will be based on the unit bid price.

TASK 7: ACQUIRE BRUSH & SMALL WOOD includes sourcing and gathering 975 pieces of brush & small wood for installation in the woody debris structure and willow brush trench treatments. Brush & small wood can be sourced onsite or another source location may be identified. The source location must be approved by the Owner or Restoration Consultant prior to acquiring brush & small wood and must contain the appropriate quantity without removing more than 1/3 of brush & small wood from any one location. Brush & small wood shall be gathered in such a way that minimizes damage to any nearby vegetation or the stream channel. Pieces should be acquired in a way that preserves the size, type and integrity of each piece. Materials must be handled in a manner that minimizes damage to bark and limbs. Brush & small wood must be stored adjacent to the treatment area within the Work Extents or at the Staging Area as displayed on Sheet 1.1. Owner or Restoration Consultant reserve the right to approve and/or reject brush and small wood that does not meet specifications, or is otherwise unsuitable.

For the large wood structure, brush & small wood shall be 3 to 12 inches in diameter and 6 to 10 feet long.

For the willow brush trenches, brush & small wood shall be less than 6 inches in diameter and 6 to 10 feet long with branches and multiple stems preferred.

Contractor will provide all labor, tools, equipment, and incidentals necessary to complete the Work as specified.

Measurement for Task 7 will be by the number of brush & small wood pieces acquired as accepted and counted by the Owner or Restoration Consultant. **Payment** for Task 7 will be based on the unit bid price.

TASK 8: ACQUIRE 4" MINUS COBBLE includes sourcing, procuring and hauling 39 cubic yards (estimated) or the quantity needed to complete the Work of 4" minus cobble to the project area and treatment locations. Cobble will be on average 4 inches in diameter across the intermediate dimension and the source must be approved by the Owner or Restoration Consultant prior to procuring. Cobble will be staged at the Staging Area as displayed on Sheet 1.1. Upon project completion the staging area will be reclaimed and returned to its original condition and no cobble will be left in the floodplain.

Contractor will provide all labor, tools, equipment, and incidentals necessary to complete the Work as specified.

Measurement for Task 8 will be by the cubic yards of cobble acquired as accepted and counted by the Owner or Restoration Consultant. **Payment** for Task 8 will be based on the unit bid price per cubic yard.

TASK 9: ACQUIRE WILLOW CUTTINGS includes collection and staging of approximately 4,800 dormant willow cuttings for installation within willow brush trenches. Contractor must identify willow collection sites and these sites must be approved by the Owner or Restoration Consultant prior to collection. Willow cuttings must be collected while dormant, between leaf drop and bud expansion, and this is expected to occur between October 15 and April 15. Willow cuttings collected before or after these

dates, or if observed to no longer be dormant, will not be accepted. Willow cuttings must be stored in water and Willow cuttings must be collected per the guidelines described below.

Dormant Willow Cutting Collection Guidelines:

- Willow cuttings must be obtained from disease free stands within the Lower Clark Fork Watershed and preferably on the Flathead Indian Reservation.
- Suitable species for vegetative cuttings shall primarily be native willows (*Salix species*). No more than 10 percent of the total number of vegetative cuttings may be of the following additional suitable species: redosier dogwood (*Cornus sericea*) and others as approved by the CSKT.
- Willow cuttings must be bundled in groups of 50 and wrapped with twine or similar material that can withstand transport and storage.
- Willow cuttings must be immediately transported to the treatment location and installed. If they must be staged they shall be placed in water such that half of the cut length is submerged. Cuttings must not be stored at the staging area for more than one week prior to installation.
- Willow cuttings must be 6ft to 8ft in length and between 1/2 inch and 1½ inch in diameter at the base of the cuttings.
- All cuts must be made with a sharp, clean tool to produce a clean, smooth cut and prevent disease transfer.
- No more than 25% of any single plant may be harvested.
- Willow cuttings must be handled and transported so they remain moist, shaded, and cool at all times.

Contractor shall provide all materials, labor, tools, equipment, and incidentals necessary to complete the Work as specified.

Measurement for Task 9 will be by the number of willow cuttings acquired as accepted and counted by the Owner or Restoration Consultant. **Payment** for Task 9 will be based on the unit bid price.

TASK 10: MOBILIZATION

Measurement for Task 10 will not occur, as it is a lump sum bid item. **Payment** for Task 10 will be based on the lump sum.

ALTERNATE TASKS. These tasks are bid alternates, which may or may not be required of the Contractor and encompass work as directed that is generally comparable to other tasks in scope and complexity.

TASK 11. AS-DIRECTED WORK encompasses field-fit decisions, as directed in writing by the Owner and/or Restoration Consultant. Contractor will supply an hourly rate for: (A) tracked excavator and operator; (B) skid-steer or similar, and operator; and (C) laborer. Max number of hours for each category (11.A, 11.B, 11.C) will be 40. There is no guarantee that this task will be required.

Measurement for Task 11 will be by the number of hours worked for each category as accepted and counted by the Owner or Restoration Consultant. **Payment** for Task 11 will be based on actual number of hours worked.

GENERAL DUTIES AND RESPONSIBILITIES

The Work described in this RFP will be completed adjacent to and concurrent with a larger civil construction project at the upstream Crow Creek Pumping Plant. It is the responsibility of the Contractor to safely share access and haul routes, and promptly communicate access-related issues with the Owner, as needed. The shared access route from Bouchard Road goes through a Tribal lease. Contractor must stay on developed access routes, and respect fences and gated closures throughout the duration of the project. Any impacts to lease land or operations caused by the Contractor must be rectified by the Contractor at the expense of the Contractor as soon as reasonably possible to the satisfaction of the Owner.

The two related Crow Creek projects are authorized together with all the required permits, consultations and NEPA documentation. Work under this RFP will comply with all permits and consultation requirements. Key requirements are included here, but other applicable requirements will be communicated by the Owner, as needed. The Owner shall prepare a permit binder for the Contractor with all relevant permits prior to construction, which shall remain onsite for the duration of construction. Relevant CSKT staff, the restoration consultant and the contractor will have a pre-construction meeting to discuss environmental protection requirements among other construction-related details.

All equipment, vehicles and tools to be used for the project will be pressure washed or appropriately cleaned prior to arrival onsite to reduce the risk of transporting noxious or invasive species. The Owner reserves the right to inspect all equipment prior to entry into the work area. Noxious weeds are present in the project area and care must be taken when demobilizing from the project area to prevent the spread of weeds.

All equipment shall be free of leaks or other mechanical deficiencies that may lead to a release of petroleum or other deleterious products.

The Contractor shall define an equipment refueling area that precludes potential release of petroleum products and shall maintain spill containment equipment onsite that meets the requirements of the Owner.

Protection of Tribal Resources is of the utmost importance. At all times the Contractor shall work to minimize damage to soils, plants, wildlife, and cultural sites on the Reservation. Vehicles and equipment shall only be operated in approved access zones and on established roads or routes. Damage caused by unauthorized access or disturbance shall be repaired by the Contractor, at no cost and to the satisfaction of the CSKT

Conservation Measures for Grizzly Bears

Due to the potential presence of Grizzly Bear in the Action Area, the following actions and precautions must be adhered to when working within any construction or staging site to minimize disturbance and attracting bears to the Work site. Avoiding potential conflicts with Grizzly Bears is vital to the persistence of the species; therefore, the following precautions need to be followed at the Work site:

- Anyone working in grizzly bear habitat (i.e., Contractors, partners, and tribal employees) will be briefed on bear-country safety, including use of bear spray and measures to avoid providing attractants and minimizing potential for conflicts and disturbance to bears.

- All workers will be equipped with and carry bear spray.
- Promptly clean up any project related spills, litter, garbage, debris, etc.
- Store all food, food related items, petroleum products, antifreeze, garbage, and personal hygiene products inside a closed, hard-sided vehicle or commercially manufactured IGBC Certified bear resistant container.
- Remove garbage from project sites daily and dispose of it in accordance with applicable regulations. Anyone working in grizzly bear habitat (i.e., Contractors, partners, and Tribal employees) will comply with applicable attractant storage orders (<https://igbconline.org/bear-aware/food-storage/>). If no specific rule exists for the area, a review and adaptation of the available food storage orders will be considered adequate.
- Activities will adhere to all grizzly bear-related requirements in Tribal Forest Management Plans and Resource Management Plans, Terms and Conditions in past and future consultations, and other management plans. This includes consistency with any Forest-specific bear safety plans.
- Between April 1 and June 1, all activities will avoid high-quality spring habitats wherever feasible. If not feasible to avoid these areas, projects in quality spring habitats during the spring season will be completed in 5 or fewer days. These areas are defined as snow-free forested and open habitats that afford fresh green-up of grasses, roots, and bulbs, as well as foraging opportunities for small rodents, and may include riparian areas, meadows, open grassy parklands, and avalanche chutes.
- Camping for project-related activities will occur at developed campgrounds or if at dispersed sites, will consist of ≤20 individuals for up to 5 days per campsite.
- Grizzly bear sightings and/or incidents will be reported to the CSKT Wildlife Management office within 48 hours.
- Notify the CSKT Wildlife Management Program of any animal carcasses found in the area.
- Remove garbage from the project site daily and dispose of it in accordance with all applicable regulations.

Aquatic/Fish Mitigation Measures

- In-stream Work shall be completed predominantly from the streambank. Equipment in the stream shall be used only as strictly necessary, with express permission from CSKT or Restoration Consultant. Before a machine enters the stream, it must be inspected to ensure it is in good working order with no known leaks.
- Designate staging areas at a minimum of 150 feet from any stream channel.
- All equipment or personal gear (e.g., waders, boots) used in or near water will be inspected and cleaned prior to arrival on the Work site to prevent introducing terrestrial or aquatic invasive species.
- Limit heavy equipment access to creek channel, reduce impacts to the extent possible to the creekbank during construction.
- Keep heavy equipment and machinery used on site and near waterway clean and well-maintained. Any repair work would be completed 150 feet away from a waterbody or aquatic feature with measures in place to prevent contaminants from reaching a waterway or wetland.

- Perform visual checks daily on vehicles, equipment, and heavy machinery to minimize the chances of introduction of petroleum products to waterways. External grease and oil shall be removed off vehicles, equipment, and machinery offsite prior to operating in project area.
- Fueling and maintenance of equipment shall be performed off-site, a minimum of 150' from water resources.
- Maintain an oil spill kit in staging areas and have a protocol in place to address a spill (e.g., notification process, spill containment process).
- Notify appropriate regulators, including CSKT Disaster Emergency Services (406.275.2800), CSKT Environmental Protection (406.883.2888), and the National Response Center (800.424.8802), should a spill (oil, gasoline, etc.) that exceeds reportable quantities occur on site.
- Limit tree cutting in the riparian corridor and retain trees and vegetation near the ordinary-high-water mark of the creek, where feasible.
- Minimize creek crossings by motorized vehicles to that which is necessary to complete the Work. This would minimize potential increase in sediment mobilization in the creek channel and minimize potential for short-term increases in turbidity. Designate area for vehicle/equipment crossing, if necessary, that minimizes impact to aquatic habitat.
- Wash equipment prior to mobilizing to Work site to minimize the chances for new weed introduction or sediment into the waterway.

Cultural Mitigation Measures

- A CSKT TPD monitor will be present during all ground disturbance activities to inspect for unexpected archaeological resources that may be uncovered. The Contractor shall contact the CSKT TPD two weeks prior to any ground disturbing activities to arrange for TPD staff to be present during this phase of construction.
- Any archaeological or historical artifacts discovered during construction shall be left intact and undisturbed, all Work in the area shall cease immediately, and the CSKT TPD (406.675.2700 ext. 1075) shall be notified immediately pursuant to 36 CFR 800.13. Commencement of operations shall be allowed upon notification by the CSKT TPD.
- If during construction operations, any human remains, funerary objects, sacred objects, or objects of cultural patrimony, as defined in the Native American Graves Protection and Repatriation Act (P.L. 101-601; Stat. 3048; 25 U.S.C. 3001), are discovered, the Contractor shall cease operations in the immediate area of discovery, protect the remains and objects, and shall immediately notify the CSKT TPD (406.675.2700 ext. 1075) of the discovery by telephone with written confirmation. The Contractor shall continue to protect the immediate area of the discovery until notified by the CSKT Tribal Preservation Department that operations may continue.

Ground Disturbance Mitigation Measures

- Water shall be applied, as needed, to control dust during all phases of construction.
- The Contractor shall adhere to all applicable tribal, state, and federal regulations when obtaining construction water.

Other Mitigation Measures

- In compliance with Executive Order 13112, the Contractor shall implement noxious weed control.

- In compliance with Executive Order 13112, the Contractor shall inspect all earth-moving and hauling equipment. All equipment shall be cleaned of visible dirt or plant parts prior to entering the construction site to prevent the introduction of noxious weed seed.
- In compliance with Executive Order 13112, the Contractor shall inspect all construction equipment and remove all attached plant/vegetation and soil/mud debris prior to leaving the construction site.
- In compliance with the Migratory Bird Treaty Act (MBTA), if trees or shrubs must be removed, the Contractor shall remove all trees and shrubs during the non-breeding season (generally August 15 - April 15).
- In compliance with the MBTA, if trees or shrubs must be removed during the nesting season (generally April 15 – August 15), the Contractor shall arrange for a qualified biologist to survey impacted areas prior to initiating the project.

SECTION 4: RFP RESPONSE FORM

(USE ADDITIONAL SHEETS AS NECESSARY)

OFFEROR QUALIFICATIONS/INFORMATIONAL REQUIREMENTS

In order to determine the capabilities of an offeror to perform the services specified in Section 3, the offeror must respond to the following regarding its ability to meet contract requirements.

NOTE: Each item below must be completely addressed. Offerors taking exception to any requirements listed in this section may be found nonresponsive or be subject to point deductions.

1. **Proposal Documents.** In addition to this form, offeror must provide:

- a. Signed copy of the RFP Cover Sheet,
- b. Completed cost proposal form (Section 5),
- c. Signed CSKT Debarment Form,
- d. Complete Bid bond Form (10%),
- e. Indian Preference Certification, if applicable, and
- f. Signed Addendum Acknowledgement Form

2. **References.** Offeror shall provide a minimum of two, but no more than four, references for the type of services proposed in this RFP. The offeror shall provide the following details for each reference:

- a. The customer's name,
- b. The project name and location where the supplies and/or services were provided,
- c. Contact person(s), customer's telephone number, and
- d. A description of the project type, and dates the services were provided.

These references may be contacted to verify offeror's ability to perform the contract. CSKT reserves the right to use any information or additional references deemed necessary to establish the ability of the offeror to perform the conditions of the contract. Negative references may be grounds for proposal disqualification.

3. **Resumes/Company Profile.** Offeror shall provide:

- a. A narrative describing how long the company submitting the proposal has been in the business of providing supplies and/or services similar to those requested in this RFP and under what company name, and
- b. Resumes must be provided for all key personnel who will be involved with any aspects of the contracted Work, which detail qualifications, relevant work experience, years of experience,

education, skills, etc.. Key personnel must include a resident superintendent, and any in-stream equipment operators.

4. **Experience/Project Examples**. Offeror shall provide a complete description of at least 2 relevant past projects, to include:

- a. Project name and location,
- b. Work performed (photographs of proven work is encouraged if possible), and
- c. Size and duration of project.

5. **Method of Providing Services**. Offeror shall describe their technical approach to this project, means and methods, sequencing, schedule for completion, staff, material sources, and equipment. Offeror must provide make, model, and year of all equipment proposed for project implementation.

SECTION 5: COST PROPOSAL FORM

Quantities: The number of quantities are estimates only and will be the basis for evaluation of bids. Payment will be made in an amount equal to the total of all extended prices for actual Work completed. The extended price is determined by multiplying the unit price times the actual quantity of that Work item completed. Actual quantities installed will be determined by the Engineer, and approved by the Owner.

<u>TASK</u>	<u>DESCRIPTION</u>	<u>UNITS</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>EXTENDED PRICE</u>
1	Channel Construction	LF	595		
2	Check Structure	EA	3		
3	Check Structure with Cobble Return Ramp	EA	3		
4	Willow Brush Trench	LINEAR FEET	960		
5	Woody Debris Structure	EACH	1		
6	Salvage Large Logs	EACH	4		
7	Acquire Brush & Small Wood	EACH	975		
8	Acquire 4" Minus Cobble	CUBIC YARDS	39		
9	Acquire Willow Cuttings	EACH	4,800		
10	Mobilization	LUMP SUM	1		
Total of all extended prices for Estimated Quantities of Work					
<u>ALTERNATE TASKS</u>					
11.A	As-directed work: Tracked excavator hourly rate.	40	HOURS		
11.B	As- directed work: Skid-steer or similar hourly rate.	40	HOURS		
11.C	As- directed work: Laborer hourly rate.	40	HOURS		
Total of all extended prices for Estimated Quantities of Work with bid alternates					

Total Bid Price with bid alternates (in words):

Offeror:

Company Name _____

Address _____

Telephone _____

Date _____

Contact Name _____

Signature _____

By signing the above, I certify that I am authorized by the Company named above to respond to this request.

SECTION 6: OTHER FORMS

Addendum Acknowledgement Form

Offeror acknowledges receipt of the following addenda which are attached to the SOQ:

Addendum No. _____ Date _____

Addendum No. _____ Date _____

Addendum No. _____ Date _____

Addendum No. _____ Date _____

Addendum No. _____ Date _____

Failure to acknowledge receipt of all addenda may cause the proposal to be considered non-responsive and omitted from consideration.

BID BOND FOR CS&KT CONTRACTS

PRINCIPAL (Legal name and business address)					DATE BOND EXECUTED (Must not be later than bid opening date)		
					TYPE OF ORGANIZATION ("X" one)		
					STATE OF INCORPORATION		
SURETY(IES) (Name and business address)							
PENAL SUM OF BOND					BID IDENTIFICATION		
PERCENT OF BID PRICE *	AMOUNT NOT TO EXCEED				BID DATE	SOLICITATION/SPECIFICATIONS	
	MILLIONS	THOUSANDS	HUNDREDS	CENTS			
					FOR	[X] Construction	[] Supplies [] Services
<p>OBLIGATION: We, the Principal and Surety(ies), are firmly bound to THE CONFEDERATED SALISH AND KOOTENAI TRIBES (hereinafter called the Tribes) in the above penal sum. For payment of the penal sum, we bind ourselves, our hires, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. If no limit of liability is indicated, the limit of liability is the full amount of the penal sum.</p> <p>CONDITIONS: The Principal has submitted the bid identified above.</p> <p>THEREFORE: The above obligation is void if the Principal - (a) upon acceptance by the Tribes of the bid identified above, within the period specified therein for acceptance (sixty (60) days if no period is specified), executed the further contractual documents and gives the bond(s) required by the terms of the bid as accepted within the time specified (ten (10) days if no period is specified) after receipt of the forms by the Principal, or (b) in the event of failure to execute such further contractual documents and give such bonds, pays the Tribes for any costs of procuring the work which exceeds the amount of the bid.</p> <p>Each Surety executing this instrument agrees that its obligation is not impaired by any extension(s) of time for acceptance of the bid that the Principal may grant to the Tribes. Notice to surety(ies) of extension(s) are waived. However, waiver of the notice applies only to extensions aggregating not more than sixty (60) calendar days in addition to the period originally allowed for acceptance of the bid.</p> <p>WITNESS: The Principal and Surety(ies) executed this bid bond and affixed their seals on the above date.</p>							
PRINCIPAL							
SIGNATURE(S)	1.	2.	3.	CORPORATE SEAL			
	(Seal)	(Seal)	(Seal)				
NAME(S) & TITLE(S) (typed)	1.	2.	3.				
<p>* Not less than 10 percent of the bid price. (A bid guarantee is required with any bid in excess of \$25,000. The bid guarantee shall be in the amount of 10 percent of the total amount of the bid or \$3,000,000, whichever is less.)</p>							

CORPORATE SURETY(IES)					
	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT	CORPORATE
A	SIGNATURE(S)				SEAL
	NAME(S) & TITLE(S) (Typed)				
CORPORATE SURETY(IES)					
	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT	CORPORATE
B	SIGNATURE(S)				SEAL
	NAME(S) & TITLE(S) (Typed)				
CORPORATE SURETY(IES)					
	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT	CORPORATE
C	SIGNATURE(S)				SEAL
	NAME(S) & TITLE(S) (Typed)				

INSTRUCTIONS

1. This form is authorized for use when a bid guarantee is required. Any deviation from this form will require the written approval of the Tribes.
2. Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of the form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.
3. The bond may express penal sum as a percentage of the bid price. In these cases, the bond may state a maximum dollar limitation (e.g., 20% of the bid price but the amount not to exceed _____ dollars).
4. (a) Where more than one corporate surety is involved, their names and addresses shall appear in the spaces (A, B, etc.) headed "CORPORATE SURETY(IES)." In the space designated "SURETY(IES)" on the face of the form, insert only the letter identification of the sureties.
(b) The use of individual Sureties will not be acceptable to the Tribes.
5. Corporations executing the bond shall affix their corporate seals.
6. Type the name and title of each person signing this bond in the space provided.
7. In its application to negotiated contracts, the terms "bid" and "bidder" shall include "proposal" and "offeror."



DEBARMENT AND SUSPENSION CERTIFICATION

1. All persons or firms, including sub-consultants, must complete this certification and certify, under penalty of perjury, that, except as noted below, he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - b. Have not, within the three (3) year period preceding this certification, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of Federal or state antitrust statutes, or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with Commission of any of the offenses listed in subparagraph (1)(b) of this certification; and
 - d. Have not, within the three (3) year period preceding this certification, had one or more public transactions (Federal, state, and local) terminated for cause or default.
2. If such persons or firms later become aware of any information contradicting the statements of paragraph (1), they will promptly provide that information to CSKT.

If there are any exceptions to this certification, note the exceptions in the following space and attach a detailed explanation to this document.

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of actions.

NOTE HERE

Name of Firm

Signature

Date

--

CROW CREEK DOWNSTREAM MITIGATION PROJECT

Lake County, Montana

PREPARED FOR:



Confederated Salish & Kootenai Tribes
of the Flathead Reservation

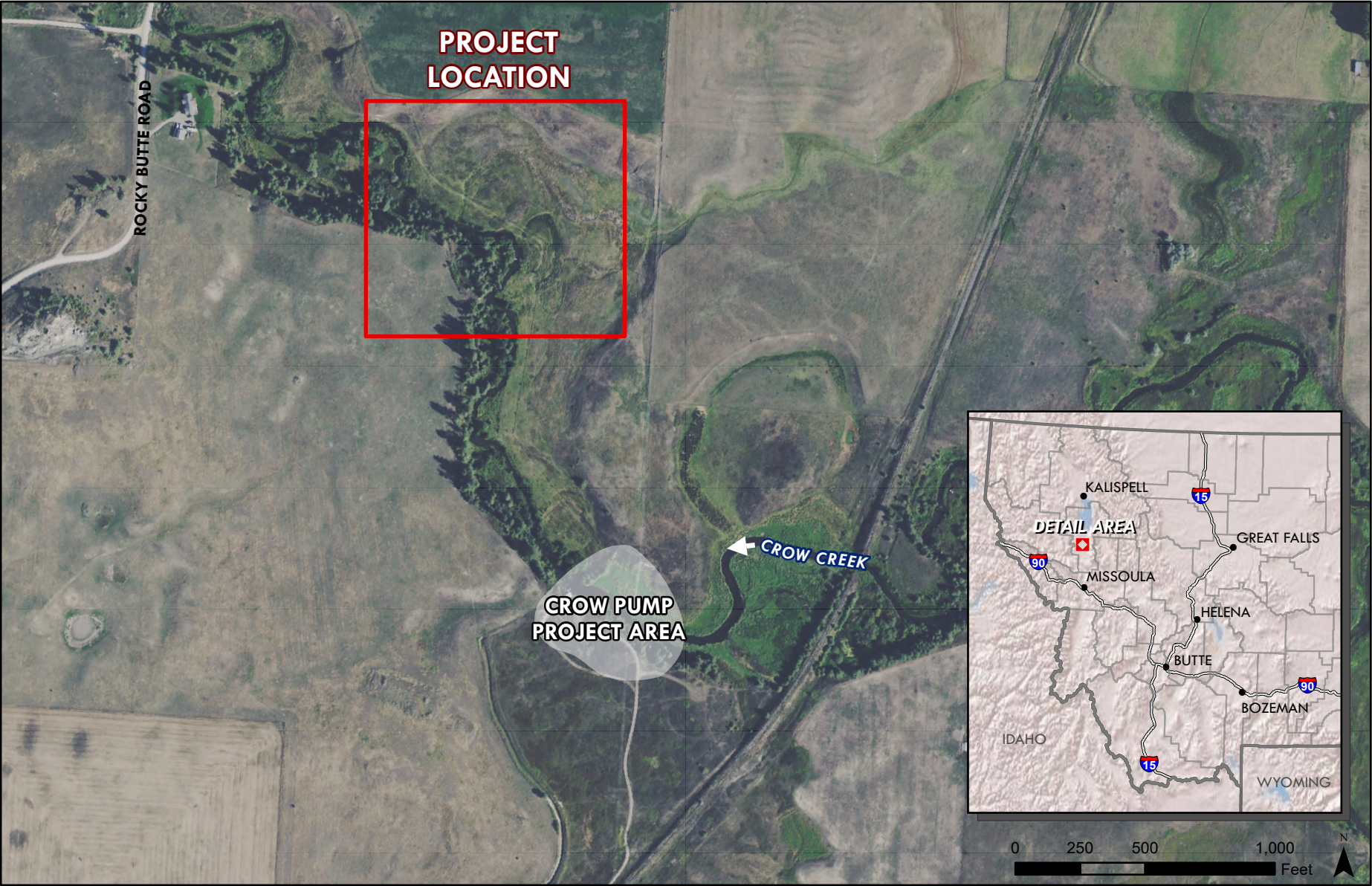
PREPARED BY:



NOVEMBER 2024



DATUM: North American Datum 1983
PROJECTION: Montana State Plane
UNIT: INTL Foot
DATA SOURCES:
USDA NAIP Imagery, 2021
ESRI Terrain Basemap
MSL Roads, Towns, Borders



SHEET INDEX

- 1.0 COVER SHEET
- 1.1 SITE OVERVIEW AND ACCESS
- 2.0 EXISTING CONDITIONS
- 3.0 TREATMENT OVERVIEW
- 3.1 TREATMENT DETAILS
- 3.2 REVEGETATION DETAILS
- 4.0 WETLAND MITIGATION CREDITING
- D1 WOODY DEBRIS STRUCTURE DETAIL
- D2 CHECK DAM AND CONSTRUCTED CHANNEL DETAILS
- D3 WILLOW BRUSH TRENCH DETAIL

PROJECT DESCRIPTION

THE PROJECT SITE IS APPROXIMATELY 1,200 FT DOWNSTREAM FROM THE CROW PUMP SITE AND INCLUDES SEVERAL HISTORIC OXBOW FEATURES THAT WERE CROW CREEK CHANNELS IN THE PAST. THIS PROJECT WILL CONNECT THESE OXBOW FEATURES TO SEASONAL SURFACE FLOW FROM CROW CREEK, RESULTING IN EXPANSION OF EXISTING WETLANDS. TO FURTHER SPREAD SURFACE WATER AND MAXIMIZE WETLAND EXPANSION, WILLOW BRUSH TRENCHES WILL BE CONSTRUCTED AT INTERVALS ALONG THE FLOW PATHS AND CHECK STRUCTURES CONSTRUCTED AT KEY LOCATIONS. RESTORATION TREATMENTS WILL RESULT IN A DIVERSE MOSAIC OF WETLAND HABITATS INCLUDING OPEN WATER, EMERGENT AND PALUSTRINE SCRUB SHRUB WETLANDS.

GENERAL NOTES

- 1. THE CONTRACTOR SHALL VERIFY EXISTING CONDITIONS IN THE FIELD PRIOR TO CONSTRUCTION. IF NECESSARY, ADJUSTMENTS TO THE DRAWINGS WILL BE MADE AS DIRECTED BY CSKT AND/OR THE PROJECT DESIGNER.
- 2. EXCAVATION, TRENCHING, SHORING AND SHIELDING SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR PERFORMING THE WORK. THESE DRAWINGS ARE NOT INTENDED TO PROVIDE MEANS OR METHODS OF CONSTRUCTION.
- 3. SEVERAL WETLAND AREAS SUPPORTING DESIRABLE VEGETATION ARE PRESENT NEAR WORK EXTENTS. DISTURBANCE OF THESE AREAS SHALL BE AVOIDED DURING CONSTRUCTION ACTIVITIES.

COVER SHEET

CROW CREEK DOWNSTREAM MITIGATION PROJECT
LAKE COUNTY, MONTANA

DRAWN BY: A. STEPHENSON
DESIGNED BY: GEUM
DATE: NOVEMBER 2024

SHEET
1.0

SITE OVERVIEW

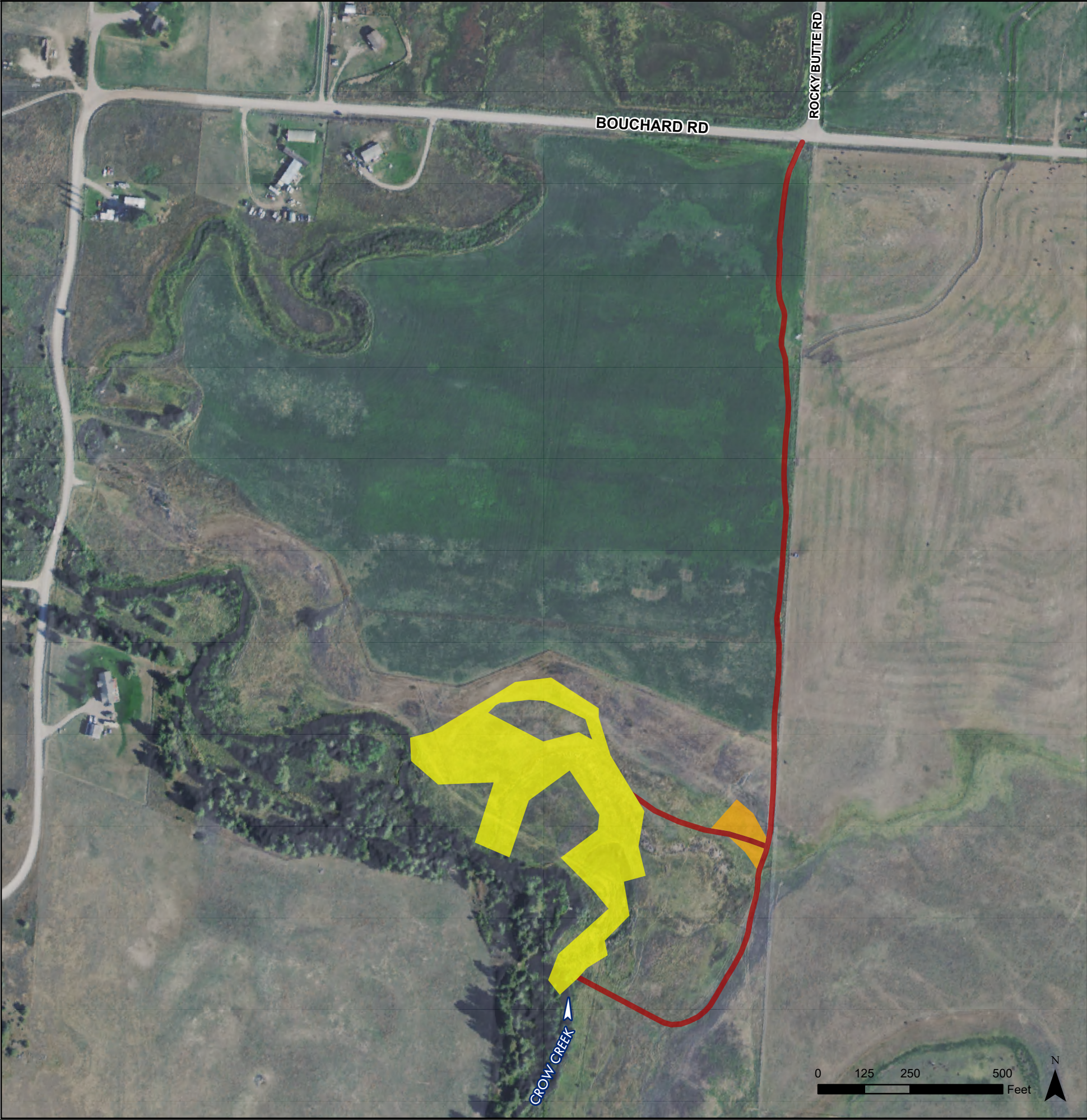
THE RESTORATION SITE IS LOCATED APPROXIMATELY 4 MILES NORTH OF CHARLO, MONTANA. RESTORATION TREATMENTS WILL OCCUR ON THE RIGHT FLOODPLAIN OF CROW CREEK AND WITHIN THE MAIN CHANNEL.

ACCESS IS OFF BOUCHARD ROAD ONTO A DIRT TWO TRACK LEADING TO THE PROJECT AREA. A STAGING AREA HAS BEEN DESIGNATED AT THE TOE OF A SLOPE WHERE THE ACCESS ROADS BRANCH. THE WORK EXTENTS DELINEATE WHERE EQUIPMENT AND MACHINERY CAN TRAVEL. WORK EXTENTS COVER THE TREATMENT EXTENTS WITH A SLIGHT BUFFER TO MINIMIZE UNNECESSARY DISTURBANCE TO THE PROJECT AREA.

CONSTRUCTION SPECIFICATIONS

- 1. ACCESS ROUTES WILL BE DESIGNATED BY THE OWNER AND EQUIPMENT WILL STAY ON DESIGNATED ROUTES OR AREAS. CONTRACTOR WILL LEAVE ALL GATES, WHETHER OPEN OR CLOSED, AS FOUND.
- 2. ACCESS ROUTES WILL BE DECOMISSIONED OR RETURNED TO THE PRE-EXISTING CONDITION UPON PROJECT COMPLETION.
- 3. DISTURBANCE TO RIPARIAN VEGETATION, WETLAND AREAS AND CHANNEL BANKS OUTSIDE OF WORK EXTENTS WILL BE MINIMIZED.
- 4. ALL VEHICLE STAGING, FUELING, STORAGE AND WASHOUT AREAS WILL BE LOCATED AT LEAST 150 FEET AWAY FROM AQUATIC AREAS AND ADEQUATELY BUFFERED SUCH THAT RUNOFF IS INCAPABLE OF BEING DELIVERED TO SURFACE WATER OR WETLANDS.
- 5. TO PREVENT INVASION OF NOXIOUS WEEDS OR SPREAD OF AQUATIC INVASIVE SPECIES, ALL EQUIPMENT MUST BE POWER WASHED OR CLEANED TO REMOVE MUD AND SOIL PRIOR TO MOBILIZATION TO THE PROJECT AREA.
- 6. EQUIPMENT MUST BE FREE OF OIL, HYDRAULIC FLUID AND DIESEL FLUID LEAKS. IF A LEAK DOES OCCUR, THE OWNER WILL BE NOTIFIED IMMEDIATLY AND ALL WORK CEASED UNTIL THE LEAK HAS BEEN RECTIFIED. AT ALL TIMES DURING CONSTRUCTION, FLUID SPILL CONTAINMENT EQUIPMENT (E.G. OIL-ABSORBING FLOATING BOOM AND ABSORBENT PADS) WILL BE PRESENT AND READY FOR DEPLOYMENT SHOULD AN ACCIDENTAL SPILL OCCUR. THE CONTRACTOR WILL REMOVE SOIL FROM THE PROJECT SITE IF THE SOIL IS TAINTED WITH PETROLEUM-BASED FLUIDS.
- 7. OWNER WILL INSPECT AND APPROVE ALL MATERIALS PRIOR TO CONSTRUCTION.

- MAIN ACCESS ROUTE
- STAGING AREA
- WORK EXTENTS

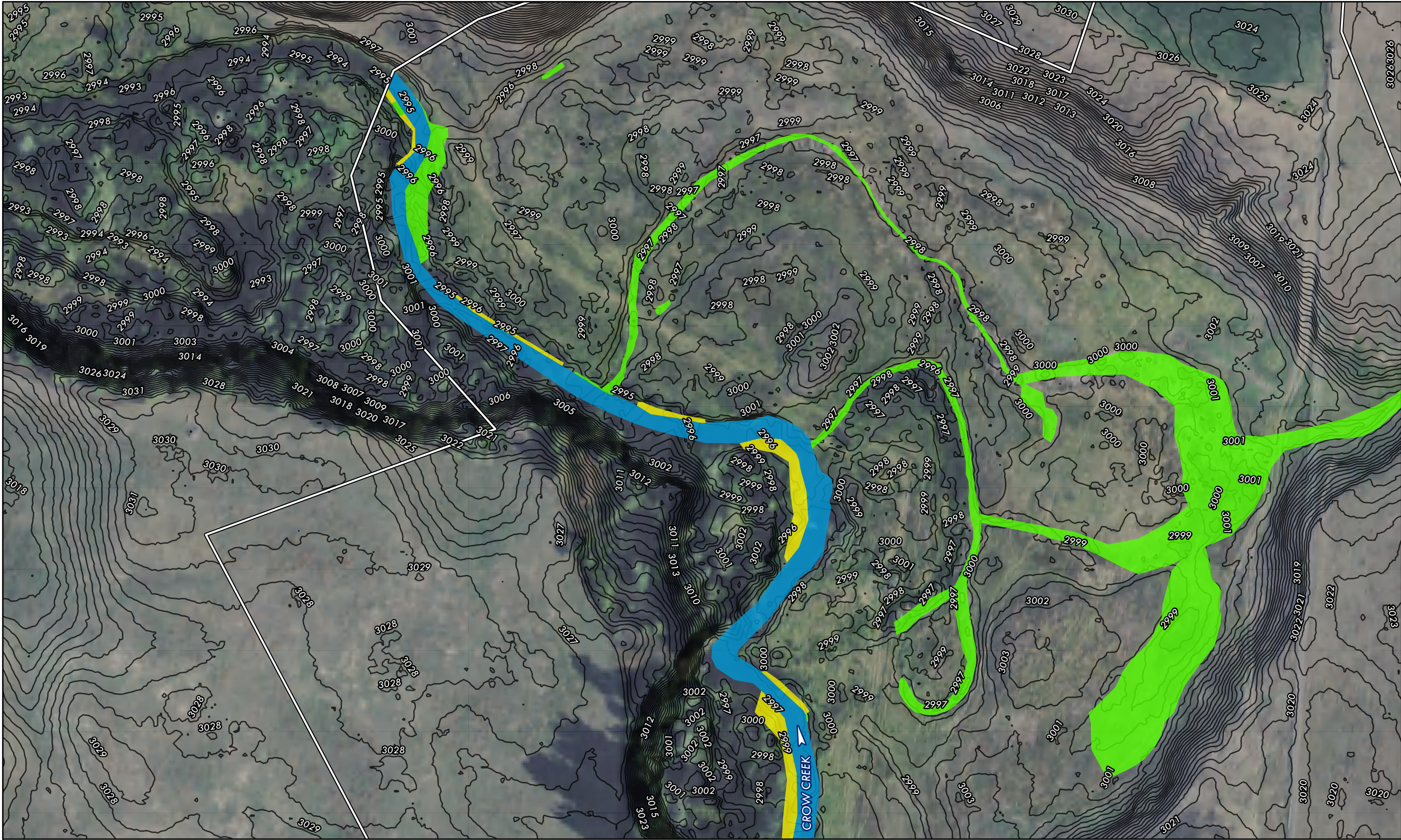


DATUM: North American Datum 1983
PROJECTION: Montana State Plane
UNIT: INTL Foot
DATA SOURCES: USDA NAIP Imagery, 2021

SITE OVERVIEW AND ACCESS

CROW CREEK DOWNSTREAM MITIGATION PROJECT
LAKE COUNTY, MONTANA

DRAWN BY: A. STEPHENSON
DESIGNED BY: GEUM
DATE: NOVEMBER 2024








DATUM: North American Datum 1983
PROJECTION: Montana State Plane
UNIT: INTL Foot
DATA SOURCES:
USDA NAIP Imagery, 2021

EXISTING CONDITIONS

CROW CREEK DOWNSTREAM MITIGATION PROJECT
LAKE COUNTY, MONTANA

EXISTING CONDITIONS

THE PROJECT AREA IS APPROXIMATELY 1,200 FEET DOWNSTREAM FROM THE CROW PUMP SITE AND INCLUDES SEVERAL HISTORIC OXBOW FEATURES THAT WERE CROW CREEK CHANNELS IN THE PAST. THESE OXBOW FEATURES ARE WITHIN 0.5 TO 2 FEET OF THE LOW FLOW WATER SURFACE ELEVATION IN CROW CREEK AND APPROXIMATELY 1,700 LINEAR FEET OF OXBOW WILL BE RECONNECTED AS A RESULT OF THIS RESTORATION PROJECT. PALUSTRINE EMERGENT WETLANDS CURRENTLY EXIST IN SOME OF THE LOWEST ELEVATION AREAS OF THE OXBOW SWALES IN ADDITION TO A SLOPING WET DRAW FEATURE TO THE EAST. ALONG THE CROW CREEK CHANNEL ARE POCKETS OF PALUSTRINE SCRUB SHRUB WETLAND. THE AREA IS CURRENTLY BEING GRAZED AS PART OF THE TRIBAL AGRICULTURAL LEASE PROGRAM AND THE LAND WILL BE REDEDICATED FROM GRAZING TO WILDLIFE HABITAT BY EXPANDING THE BOUNDARY OF ADJACENT WILDLIFE MITIGATION LANDS AS PART OF THIS PROJECT.

-  PALUSTRINE EMERGENT WETLAND
 -  PALUSTRINE SCRUB SHRUB WETLAND
 -  RIVERINE
 -  WETLAND DELINEATION BOUNDARY
 -  1 FOOT CONTOUR
- 0 50 100 200 Feet

DRAWN BY: A. STEPHENSON
DESIGNED BY: GEUM
DATE: NOVEMBER 2024

SHEET
2.0

RESTORATION TREATMENTS

RESTORATION TREATMENTS ARE DESIGNED TO ROUTE SURFACE WATER FROM CROW CREEK ONTO THE FLOODPLAIN THROUGH EXISTING RELIC SWALE FEATURES TO EXPAND AND ENHANCE WETLAND AREA. AT THE UPSTREAM END A WOODY DEBRIS STRUCTURE WILL BE CONSTRUCTED IN CROW CREEK TO CREATE A LOCALIZED BACKWATER EFFECT TO ENCOURAGE FLOWS INTO AN INLET CHANNEL TO THE FLOODPLAIN. THE INLET CHANNEL WILL BE CONSTRUCTED ON THE RIGHT BANK AT AN ELEVATION TO SUPPORT FLOWS THROUGHOUT MUCH OF THE GROWING SEASON. BELOW THE INLET CHANNEL A SERIES OF CHECK STRUCTURES AND EXCAVATED CHANNELS WILL BE CONSTRUCTED TO RAISE WATER SURFACE ELEVATIONS AND SPREAD WATER AS IS MOVES THROUGH THE SITE TO THE OUTLET AT THE DOWNSTREAM END. WILLOW BRUSH TRENCHES WILL BE CONSTRUCTED ON CHECK STRUCTURES AND ACROSS FLOW PATHS TO SUPPORT REVEGETATION AND ADD STRUCTURAL DIVERSITY TO THE DEVELOPING WETLAND.

- CONSTRUCTED CHANNEL
- CHECK STRUCTURE
- CHECK STRUCTURE WITH COBBLE RETURN RAMP
- WOODY DEBRIS STRUCTURE
- WILLOW BRUSH TRENCH
- ANTICIPATED FLOW PATH



307 STATE ST
HAMILTON, MT 59840
406.363.2353
geumconsulting.com

DATUM: North American Datum 1983
PROJECTION: Montana State Plane
UNIT: INTL Foot
DATA SOURCES:
USDA NAIP Imagery, 2021

TREATMENT OVERVIEW

CROW CREEK DOWNSTREAM MITIGATION PROJECT
LAKE COUNTY, MONTANA

DRAWN BY: A. STEPHENSON
DESIGNED BY: GEUM
DATE: NOVEMBER 2024

SHEET
3.0

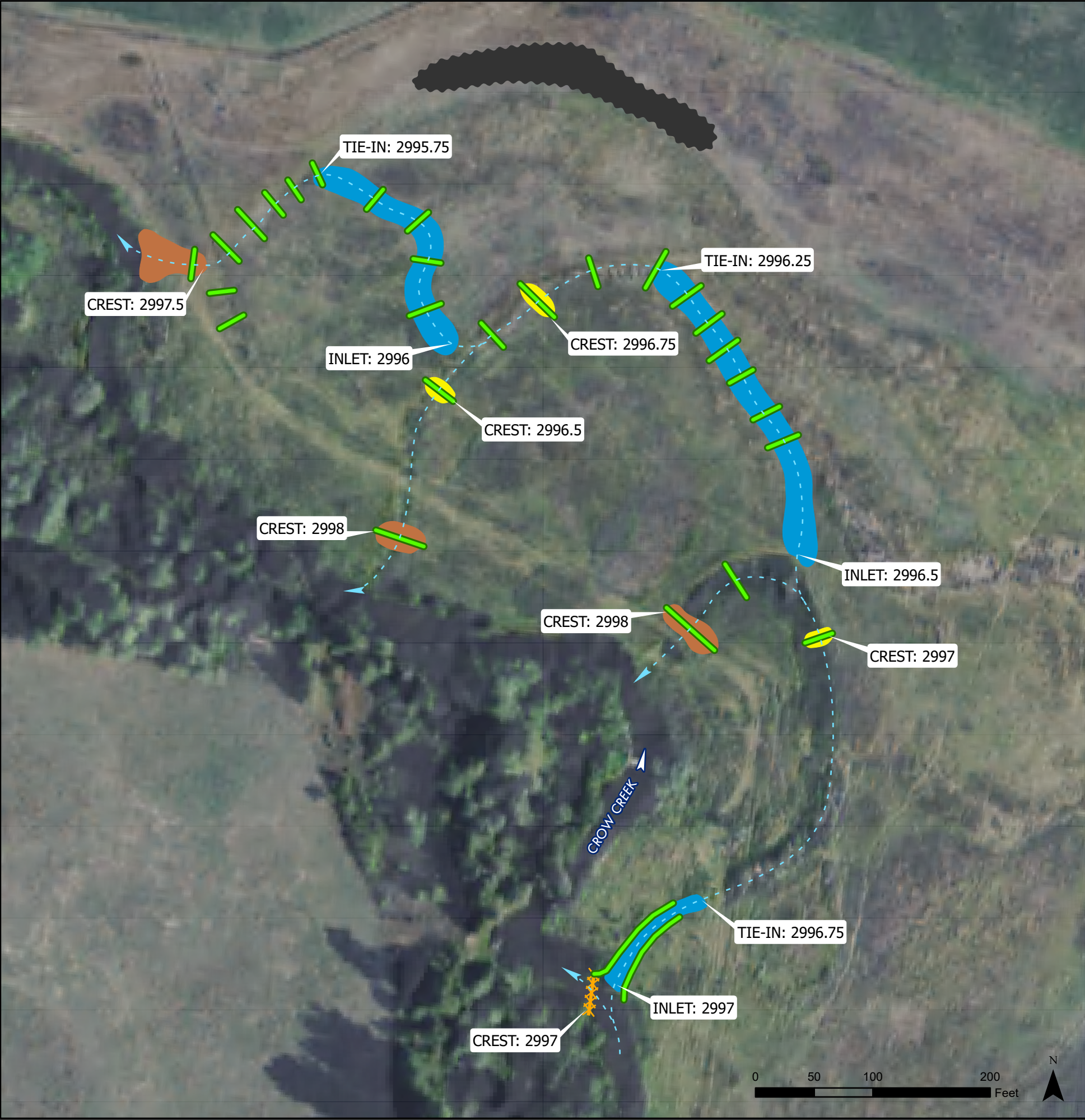
TREATMENT SUMMARY		
TREATMENT TYPE	UNITS	QUANTITY
CONSTRUCTED CHANNEL	LINEAR FEET	595
ESTIMATED EXCAVATION	CUBIC YARDS	550
CHECK STRUCTURE	EACH	3
ESTIMATED FILL	CUBIC YARDS	45
CHECK STRUCTURE WITH COBBLE RETURN RAMP	EACH	3
ESTIMATED FILL	CUBIC YARDS	280
WILLOW BRUSH TRENCH	LINEAR FEET	960
WOODY DEBRIS STRUCTURE	EACH	1
ESTIMATED FILL	CUBIC YARDS	9

VOLUMES SUMMARY		
	UNITS	QUANTITY
ESTIMATED EXCAVATION	CUBIC YARD	550
ESTIMATED FILL	CUBIC YARD	334
ESTIMATED EXCESS MATERIAL TO BE HAULED TO DISPOSAL SITE	CUBIC YARD	216

MATERIALS SUMMARY			
TREATMENT	MATERIALS	UNITS	QUANTITY
WOOD			
WOODY DEBRIS STRUCTURE	LOGS W/ OPTIONAL ROOTWAD (12+'' D x MIN 20' L)	EACH	4
WOODY DEBRIS STRUCTURE	BRUSH AND SMALL WOOD	EACH	15
WILLOW BRUSH TRENCH	BRUSH AND SMALL WOOD	EACH	960
ROCK			
WOODY DEBRIS STRUCTURE	4" MINUS COBBLE	CUBIC YARDS	9
CHECK STRUCTURE WITH COBBLE RETURN RAMP	4" MINUS COBBLE	CUBIC YARDS	30
REVEGETATION			
WILLOW BRUSH TRENCH	WILLOW CUTTINGS	EACH	4,800
SEEDING	UPLAND SEED	ACRES	0.18
SEEDING	WETLAND SEED	ACRES	0.41

NOTE: MATERIALS NEED TO BE APPROVED BY CSKT PRIOR TO IMPLEMENTATION

- CONSTRUCTED CHANNEL
- CHECK STRUCTURE
- CHECK STRUCTURE WITH COBBLE RETURN RAMP
- WOODY DEBRIS STRUCTURE
- WILLOW BRUSH TRENCH
- ANTICIPATED FLOW PATH
- EXCESS MATERIAL DISPOSAL SITE



TREATMENT DETAILS

CROW CREEK DOWNSTREAM MITIGATION PROJECT
LAKE COUNTY, MONTANA

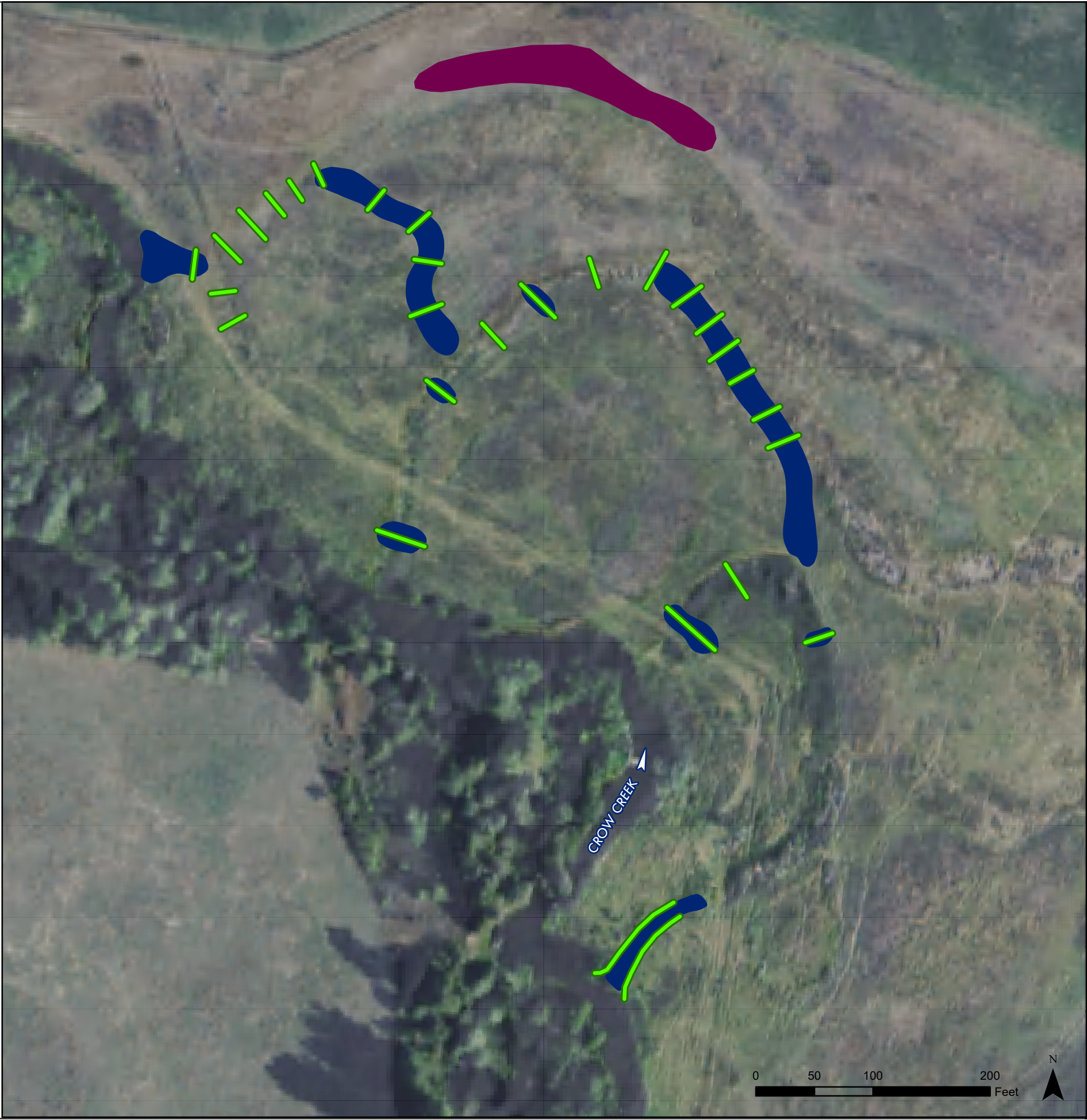
REVEGETATION


ACTIVE REVEGETATION TREATMENTS INCLUDE SEEDING AND WILLOW BRUSH TRENCHES. SEEDING WILL OCCUR IN ALL AREAS OF GROUND DISTURBANCE AND WILL UTILIZE AN UPLAND SEED MIX FOR THE MATERIAL DISPOSAL SITE AND WETLAND SEED MIX FOR ALL AREAS WITHIN THE FLOODPLAIN. WILLOW BRUSH TRENCHES WILL INCLUDE LIVE WILLOW CUTTINGS THAT WILL GROW AND SPREAD WITH THE BRUSH FUNCTIONING AS BROWSE PROTECTION. PASSIVE REVEGETATION WILL OCCUR AS THE NATIVE SEED BANK RESPONDS TO AN ALTERED HYDROLOGIC REGIME ALLOWING WETLAND PLANTS TO ESTABLISH AND DROWNING OUT EXISTING UPLAND SPECIES. ADDITIONALLY, EXPOSED SUBSTRATE AS A RESULT OF THIS PROJECT WILL ALLOW FOR NATIVE WOODY SPECIES TO COLONIZE AND ESTABLISH FROM SEED. RESTORING SURFACE CONNECTION TO CROW CREEK THE FLOODPLAIN WILL RESTORE NATURAL PROCESSES THAT WILL PROMOTE RE-ESTABLISHMENT OF WETLAND COMMUNITIES AND CREATE A DIVERSE ARRAY OF HABITATS.

WETLAND SEED MIX		
Scientific name	Common name	PLS Rate (lbs/acre)
<i>Beckmannia syzigachne</i>	American sloughgrass	1
<i>Calamagrostis canadensis</i>	Canada blue-joint	0.25
<i>Carex aquatilis</i>	water sedge	0.25
<i>Carex nebrascensis</i>	Nebraska sedge	0.25
<i>Carex stipata</i>	awl-fruit sedge	0.5
<i>Deschampsia cespitosa</i>	tufted hairgrass	0.5
<i>Elymus trachycaulus</i>	slender wheatgrass	5
<i>Juncus articus (balticus)</i>	Baltic rush	0.25
<i>Juncus effusus</i>	soft rush	0.25
<i>Schoenoplectus acutus</i>	hardstem bulrush	1
<i>Scirpus microcarpus</i>	small-fruit bulrush	0.5
<i>Geum macrophyllum</i>	large leaved arvense	0.75
Total		10.5

UPLAND SEED MIX		
Scientific Name	Common Name	PLS Rate (lbs/acre)
<i>Bromus marginatus</i>	Mountain brome (Garnet)	6.1
<i>Elymus canadensis</i>	Canada wildrye	5.7
<i>Elymus trachycaulus</i>	Slender wheatgrass (Pryor)	2.9
<i>Festuca idahoensis</i>	Idaho fescue (Joseph)	0.9
<i>Pascopyrum smithii</i>	Western wheatgrass (Rosanna)	4.6
<i>Triticum aestivum</i> x <i>Secale cereale</i>	Triticale	20.1
Total		40.3

- WILLOW BRUSH TRENCH
- UPLAND SEED MIX
- WETLAND SEED MIX



 MITIGATION CREDITING AREA

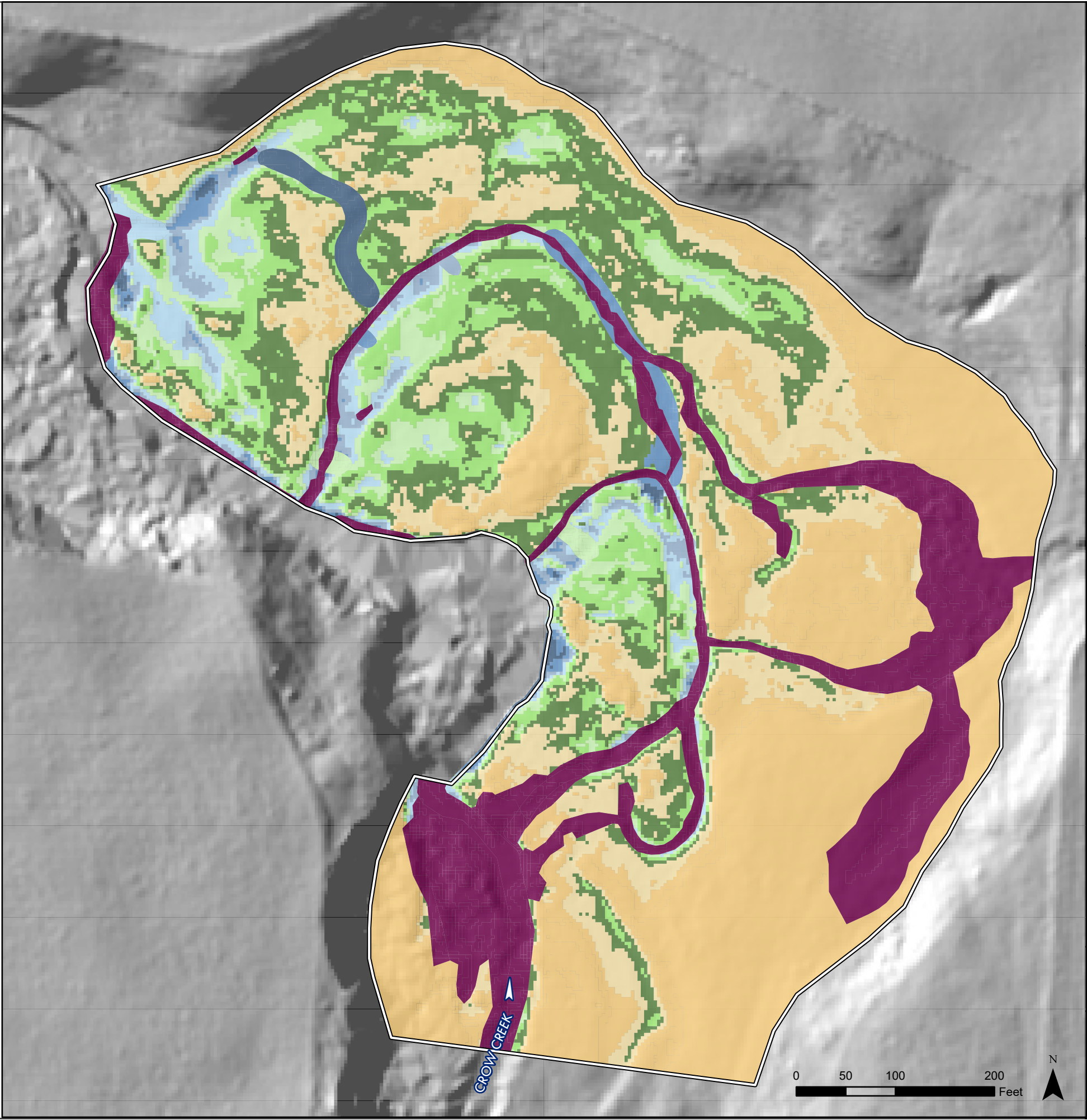
DESIGN WATER SURFACE RELATIVE TO DESIGN SURFACE

- < -1.5
- 1 to -1.5
- 0.5 to -1
- 0 to -0.5
- 0 to 0.5
- 0.5 to 1
- 1 to 1.5
- 1.5 to 2
- >2
- EXISTING WETLAND AND RIVERINE

PROJECTED WETLANDS

RESTORATION TREATMENTS ARE DESIGNED TO ROUTE WATER ONTO THE FLOODPLAIN TO ENHANCE AND CREATE WETLANDS. ROUTING WATER ONTO THE FLOODPLAIN WILL LOCALLY RAISE THE WATER TABLE AND CREATE A MOSAIC OF WETLAND HABITATS INCLUDING EMERGENT AND SCRUB SHRUB TYPES. THE RELATIVE ELEVATION MODEL DISPLAYS ELEVATION ZONES FOR THE DESIGN CONDITION WITH NEGATIVE VALUES REPRESENTING INUNDATED LOCATIONS. THESE ELEVATION ZONES CAN BE USED TO ESTIMATE WETLAND ACREAGES RESULTING FROM THE RESTORATION DESIGN. EXISTING WETLAND AND RIVERINE LOCATIONS ARE EXPECTED TO REMAIN AS WETLAND AND RIVERINE POST-PROJECT. ANTICIPATED POST-PROJECT WETLAND AREA WITHIN THE MITIGATION CREDITING AREA INCLUDES 3.20 ACRES OF RESTORED WETLAND PLUS 2.06 ACRES OF EXISTING WETLAND/RIVERINE FOR A TOTAL OF 5.26 ACRES OF WETLANDS/RIVERINE.

Elevation Zone or Wetland Feature	Post-Project Area (Acres)	% Probability of Becoming or Remaining Wetland	Resulting Post-Project Area (Acres)
< -1.5	0.15	90%	0.14
-1 to -1.5	0.17	80%	0.14
-0.5 to -1	0.21	80%	0.16
0 to -0.5	0.41	80%	0.33
0 to 0.5	0.71	70%	0.50
0.5 to 1	1.23	60%	0.74
1 to 1.5	1.93	40%	0.77
1.5 to 2	1.99	10%	0.20
>2	4.51	5%	0.23
PEM (existing)	1.54	100%	1.54
PSS (existing)	0.37	100%	0.37
RAB (existing)	0.15	100%	0.15
Totals:	13.37		5.26



DATUM: North American Datum 1983
PROJECTION: Montana State Plane
UNIT: INTL Foot
DATA SOURCES:
USDA NAIP Imagery, 2021

WETLAND MITIGATION CREDITING

CROW CREEK DOWNSTREAM MITIGATION PROJECT
LAKE COUNTY, MONTANA

DRAWN BY: A. STEPHENSON
DESIGNED BY: GEUM
DATE: NOVEMBER 2024

WOODY DEBRIS STRUCTURE
PLAN VIEW

NTS

LOGS ANCHORED INTO
EXISTING STREAMBANK
AND ALDERS

MIN. 5'

LOGS ANCHORED INTO
EXISTING STREAMBANK
AND ALDERS

LARGE LOGS

BRUSH AND SMALL WOOD

PLACED COBBLE

FLOW

WOODY DEBRIS STRUCTURE
SECTION VIEW

NTS

DESIGN TOP OF
STRUCTURE ELEVATION
2997 FT

APPROX. 1'

LARGE LOGS, SMALL WOOD AND BRUSH

COBBLE FILLED AROUND
WOOD TO DESIGN TOP OF
STRUCTURE ELEVATION

EXISTING CHANNEL BED

MATERIAL SCHEDULE

ITEM	DIMENSIONS	QUANTITY/STRUCTURE
LARGE LOGS	12"+ D, MIN. 20' L, OPTIONAL ROOTWAD	5
BRUSH AND SMALL WOOD	3-12" D, 6-10' L	15
COBBLE	4" MINUS	9 CY

NOTES ON WOODY DEBRIS STRUCTURE INSTALLATION

1. A WOODY DEBRIS STRUCTURE WILL BE INSTALLED IN CROW CREEK TO RAISE THE WATER SURFACE ELEVATION WHERE THE INLET CHANNEL WILL BE CONSTRUCTED.
2. INSTALL LARGE LOGS SUCH THAT ONE END EXTENDS INTO THE ADJACENT FLOODPLAIN OR BANK AND THE OTHER END ANGLES DOWN TOWARDS THE CHANNEL. LARGE LOGS SHOULD BE INSTALLED AT DIFFERENT ORIENTATIONS AND ANGLES TO FORM THE MATRIX OF THE STRUCTURE. ONE OR BOTH ENDS MAY BE BURIED INTO THE CHANNEL BANKS OR BED TO INCREASE STABILITY.
3. ONCE LARGE LOG MATRIX IS INSTALLED, INSTALL BRUSH AND SMALL WOOD WITHIN THE MATRIX TO CREATE ROUGHNESS AND HABITAT DIVERSITY.
4. FILL STRUCTURE TO DESIGN ELEVATION WITH COBBLE. COBBLE SHOULD FILL ALL VOIDS WITHIN THE LOG AND WOOD MATRIX CREATING A COBBLE PATCH WITH WOODY DEBRIS PROTRUDING AT VARIOUS ANGLES.
5. ENSURE THAT THE STRUCTURE INLET AND OUTLET RAMPS ARE NO STEEPER THAN A 5:1 GRADE TO THE EXISTING CHANNEL BED. BUCKET COMPACT COBBLE AS NEEDED TO ENSURE STRUCTURE STABILITY.



EXAMPLES OF WOODY DEBRIS STRUCTURES



307 STATE ST.
HAMILTON, MT 59840
406.363.2353
geumconsulting.com

DATUM:
PROJECTION:
UNITS: INTL FEET
DATA SOURCES:

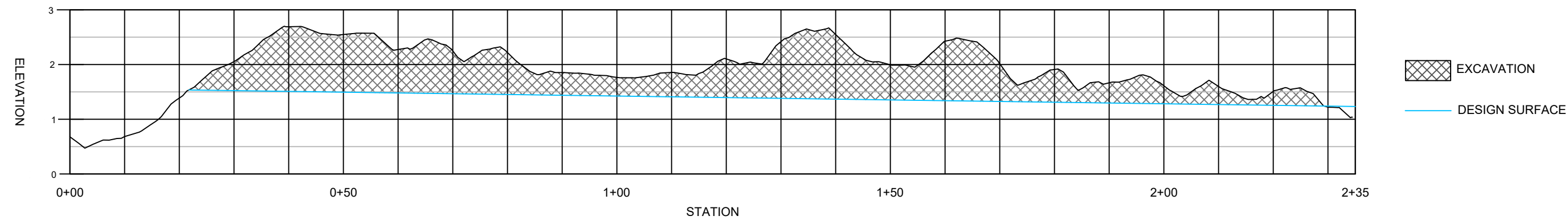
WOODY DEBRIS STRUCTURE DETAIL

CROW CREEK DOWNSTREAM MITIGATION PROJECT
LAKE COUNTY, MONTANA

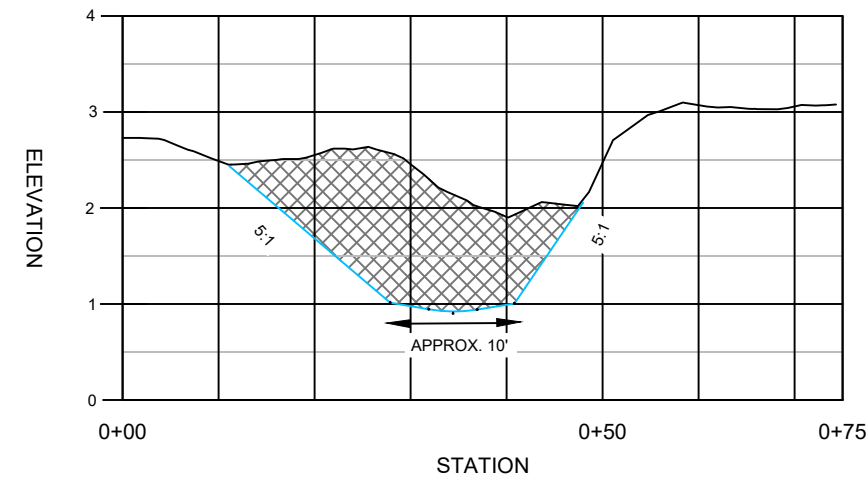
DRAWN BY: A. STEPHENSON
DESIGNED BY: GEUM
DATE: NOVEMBER 2024

SHEET
D1

TYPICAL CONSTRUCTED CHANNEL LONG PROFILE



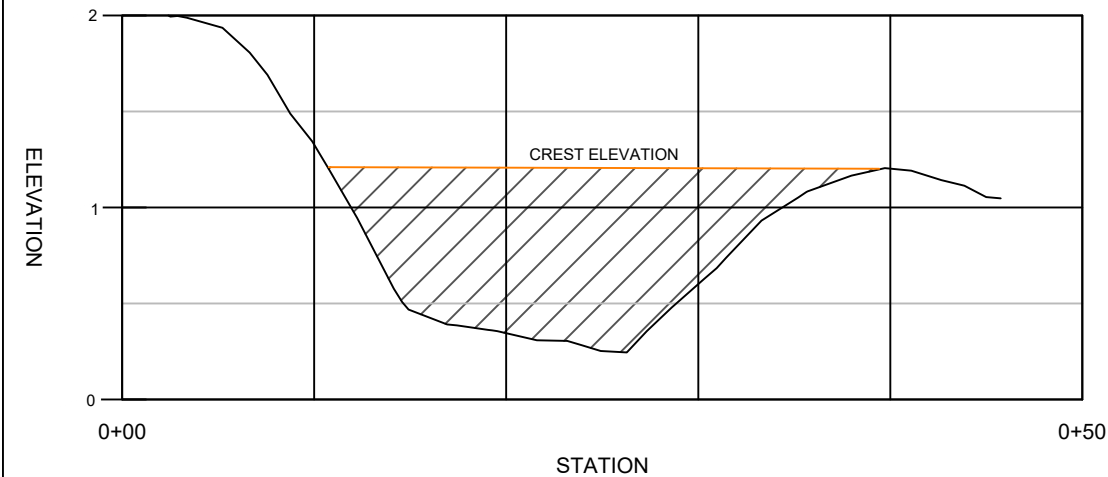
TYPICAL CONSTRUCTED CHANNEL CROSS SECTION



NOTES ON CONSTRUCTED CHANNEL INSTALLATION

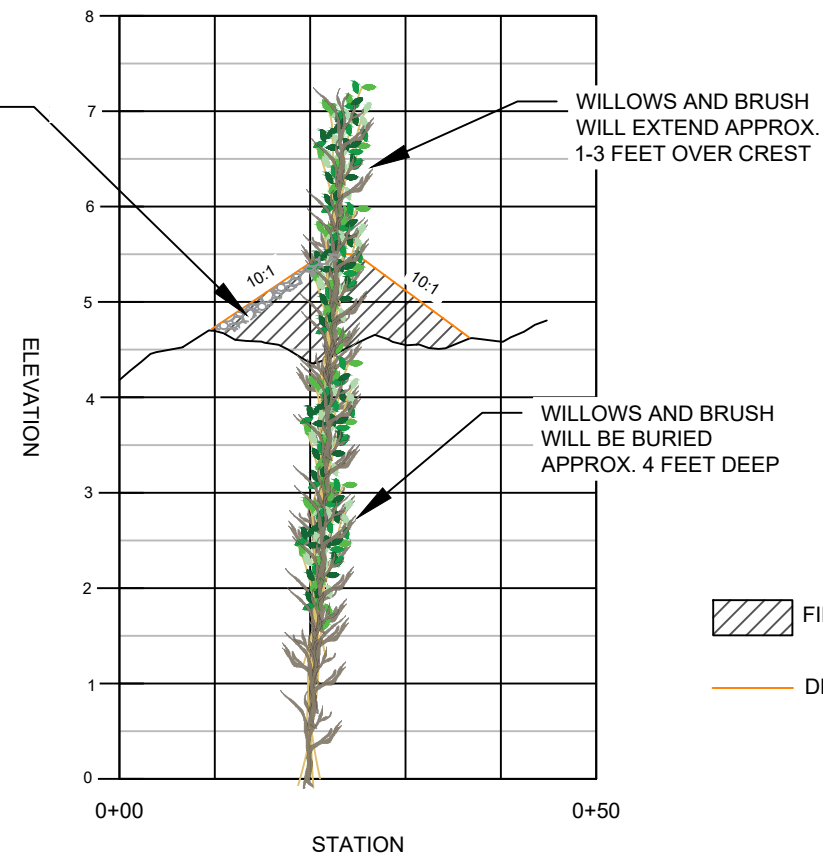
1. CHANNELS WILL BE CONSTRUCTED TO CONNECT EXISTING SWALE FEATURES AND ROUTE WATER THROUGH THE FLOODPLAIN. AN INLET CHANNEL AND TWO CONNECTOR CHANNELS WILL BE CONSTRUCTED.
2. CHANNELS WILL HAVE VARYING DEPTHS OF EXCAVATION BASED ON EXISTING GROUND AND WILL HAVE AN INLET ELEVATION AND TIE-IN ELEVATION THAT WILL MEET EXISTING GROUND.
3. THE INLET CHANNEL WILL BE APPROXIMATELY 10 TO 15 FEET WIDE AND THE OTHER TWO CONNECTOR CHANNELS WILL BE APPROXIMATELY 20 FEET WIDE.
4. CHANNELS WILL BE APPROXIMATELY 10 FEET WIDE ACROSS THE BOTTOM AND HAVE MAXIMUM 5:1 SIDE SLOPES TYING INTO EXISTING GROUND.
5. ALONG THE INLET CHANNEL WILLOW BRUSH TRENCHES WILL BE INSTALLED ALONG THE EDGES TO DEFINE THE CHANNEL MARGIN. THE OTHER TWO CONNECTOR CHANNELS WILL HAVE WILLOW BRUSH TRENCHES INSTALLED ACROSS THE FLOW PATH TO SLOW WATER, TRAP AND ACCUMULATE SEDIMENT, SPREAD WATER ONTO THE FLOODPLAIN, AND PROMOTE WOODY REVEGETATION.

TYPICAL CHECK STRUCTURE CROSS SECTION



SELECT CHECK STRUCTURES WILL HAVE COBBLE ON THE DOWNSTREAM SIDE

TYPICAL CHECK STRUCTURE LONG PROFILE



NOTES ON CHECK STRUCTURE INSTALLATION

1. CHECK STRUCTURES WILL BE CONSTRUCTED ACROSS EXISTING SWALE FLOW PATHS TO RAISE WATER SURFACE ELEVATIONS AND EXPAND WETLAND HABITAT.
2. CHECK STRUCTURES WILL SPAN THE WIDTH OF THE EXISTING SWALE, TYING INTO EXISTING SIDE SLOPES.
3. CHECK STRUCTURES WILL HAVE A MAXIMUM 10:1 GRADE INTO AND OUT OF THE STRUCTURE TO THE CREST HEIGHT.
4. ALONG THE CREST OF CHECK STRUCTURES A WILLOW BRUSH TRENCH WILL BE INSTALLED TO CREATE ROUGHNESS AND SUPPORT REVEGETATION. WILLOWS AND BRUSH WILL BE INSTALLED FIRST BY DIGGING A TRENCH AND BURYING THEM VERTICALLY AS DESCRIBED ON SHEET D3. NEXT, MATERIAL WILL BE PLACED TO FORM THE CHECK STRUCTURE TO THE DESIGN HEIGHT AND WIDTH.
5. SELECT CHECK STRUCTURES WILL HAVE COBBLE PLACED ON THE DOWNSTREAM SIDE EXTENDING FROM THE CREST TO THE TIE IN POINT TO CREATE A REINFORCED RETURN RAMP WHERE WATER CAN FLOW BACK TO CROW CREEK.

DATUM:
PROJECTION:
UNITS: INTL FEET
DATA SOURCES:

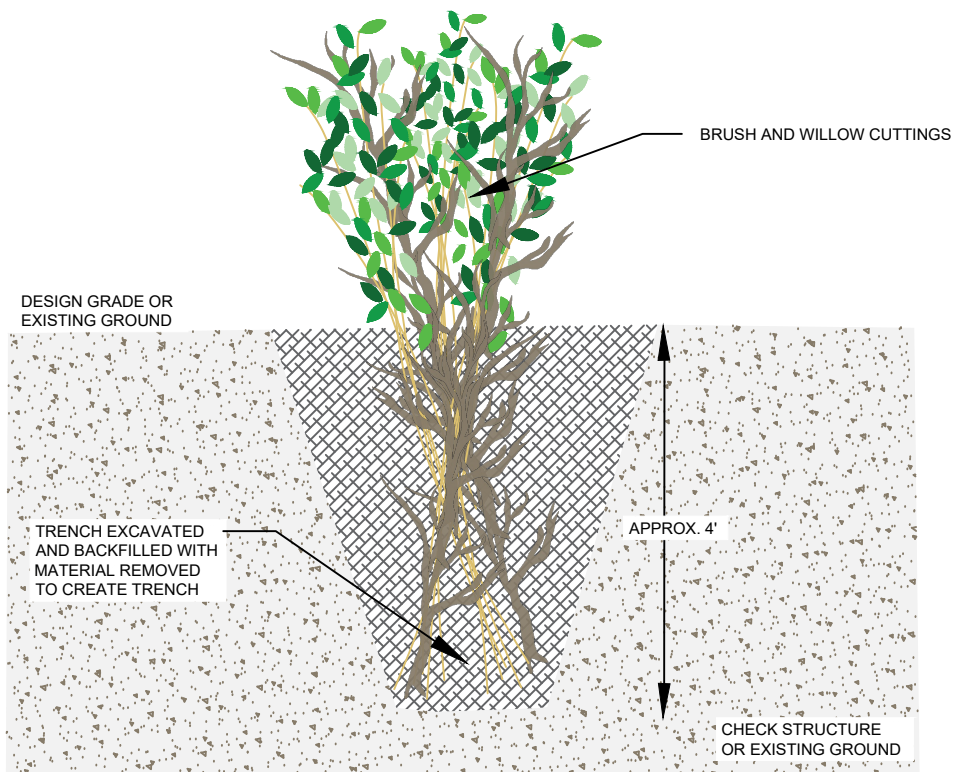
CHECK STRUCTURE AND
CONSTRUCTED CHANNEL DETAILS

CROW CREEK DOWNSTREAM MITIGATION PROJECT
LAKE COUNTY, MONTANA

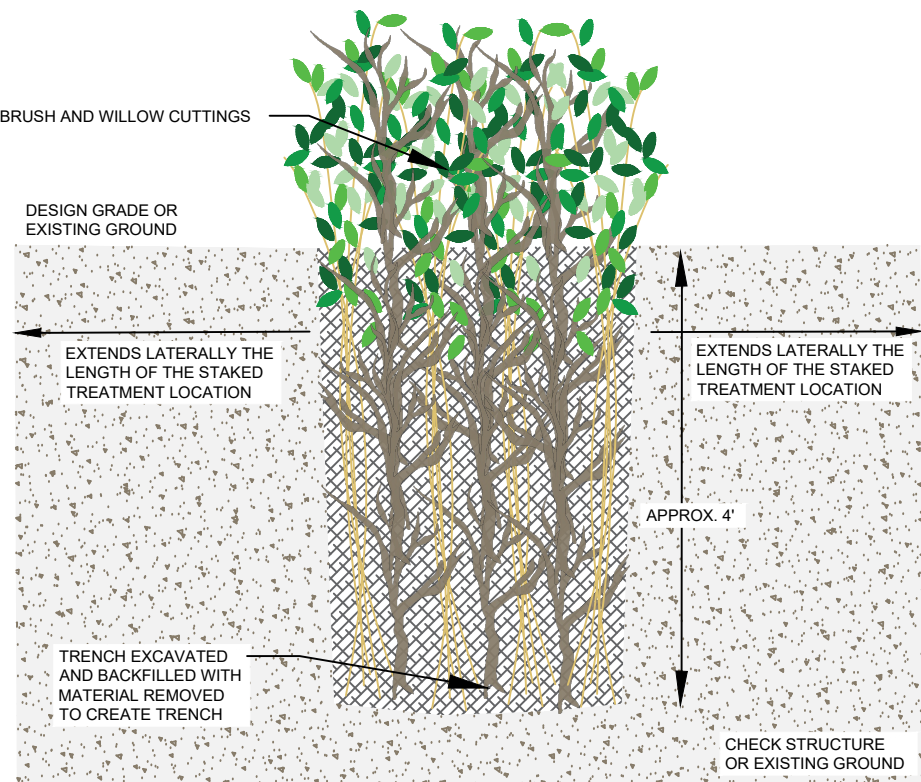
DRAWN BY: A. STEPHENSON
DESIGNED BY: GEUM
DATE: NOVEMBER 2024

SHEET
D2

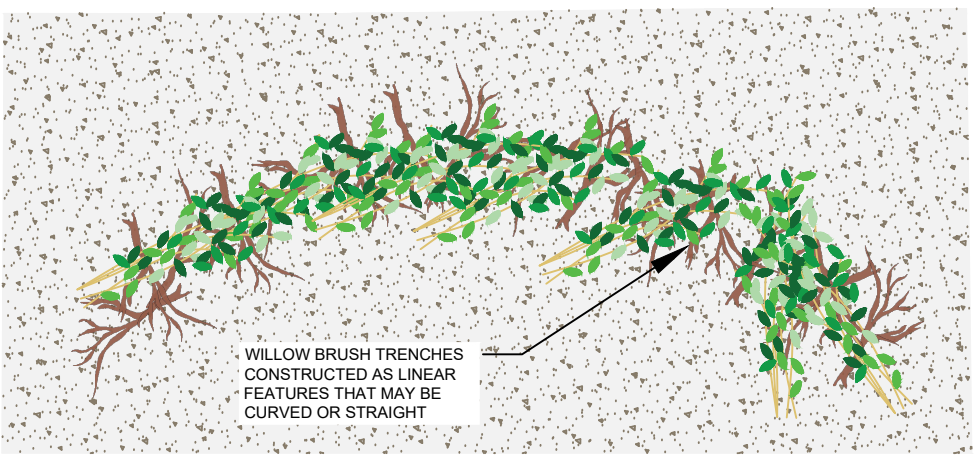
WILLOW BRUSH TRENCH
PROFILE VIEW



WILLOW BRUSH TRENCH
SECTION VIEW



WILLOW BRUSH TRENCH
PLAN VIEW



NOTES ON WILLOW AND BRUSH TRENCH INSTALLATION

1. WILLOW BRUSH TRENCHES WILL BE CONSTRUCTED ALONG THE SIDES OF THE INLET CHANNEL, ACROSS FLOW PATHS AND ON TOP OF CHECK STRUCTURES. THE INTENT OF THESE FEATURES IS TO DISPERSE SURFACE FLOWS AND PROMOTE DEVELOPMENT OF A WOODY VEGETATIN COMMUNITY.
2. CONSTRUCTION OF WILLOW BRUSH TRENCHES WILL OCCUR IN CLOSE COORDINATION WITH CHECK STRUCTURE AND CHANNEL CONSTRUCTION. FINAL LOCATIONS WILL BE IDENTIFIED BY THE PROJECT REPRESENTATIVE.
3. A TRENCH WILL BE CONSTRUCTED APPROXIMATELY 4' DEEP AND EXTEND THE LENGTH OF THE STAKED TREATMENT LOCATION. WILLOW CUTTINGS AND BRUSH WILL BE PLACED IN THE TRENCH SUCH THAT THEY ARE INTERMIXED AND ORIENTED AT A NEAR VERTICAL ANGLE.
4. THE TRENCH WILL THEN BE BACKFILLED WITH THE SAME MATERIAL REMOVED TO CREATE THE TRENCH AND SHOULD MATCH THE ELEVATION OF THE SURROUNDING FLOODPLAIN GRADE.

MATERIAL SCHEDULE

ITEM	DIMENSIONS	QUANTITY/LINEAR FOOT
BRUSH AND SMALL WOOD	<6' D, 6-10' L (BRANCHES AND MULTIPLE STEMS PREFERRED)	1
WILLOW CUTTINGS	MIN. 1/2" D, 6-8' L	5



EXAMPLES OF WILLOW BRUSH TRENCH TREATMENTS

DATUM:
PROJECTION:
UNITS: INTL FEET
DATA SOURCES:

WILLOW BRUSH TRENCH DETAIL

CROW CREEK DOWNSTREAM MITIGATION PROJECT
LAKE COUNTY, MONTANA

DRAWN BY: A. STEPHENSON
DESIGNED BY: GEUM
DATE: NOVEMBER 2024

CONTRACT FOR CONSTRUCTION OF A SMALL PROJECT

This Agreement entered into on the _____, ("Effective Date") is by and between **the Confederated Salish and Kootenai Tribes-NRD, Division of Engineering and Water Resources** ("Owner") and **[name of contracting entity]** ("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 - THE WORK

1.01 Work

- A. Work includes all labor, materials, equipment, services, and documentation necessary to construct the Project defined herein. The Work may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.
- B. The Contractor shall complete all Work as specified or indicated in the Contract Documents. The Project is generally described as follows:
 - 1. **Crow Creek Downstream Mitigation Project** is a floodplain reconnection project that intends to activate several historic oxbow features that were Crow Creek channels in the past. The project would connect these oxbow features to seasonal surface flow from Crow Creek, resulting in expansion of existing wetlands. To further spread surface water and maximize wetland expansion, willow brush trenches will be constructed at intervals along the oxbow flow paths and check structures will be constructed at key locations. Restoration treatments will result in a diverse mosaic of wetland habitats including open water, emergent and palustrine scrub shrub wetlands.
 - 2. The Site of the Work areas are described in greater detail in the Contract Documents but generally located on Crow Creek on the Flathead Indian Reservation in Lake County, Montana approximately four miles northeast of Charlo, MT (Attachment A, Sheet 1).

ARTICLE 2 - CONTRACT DOCUMENTS

2.01 Intent of Contract Documents

- A. It is the intent of the Contract Documents to describe a functionally complete project. The Contract Documents do not indicate or describe all of the Work required to complete the Project. Additional details required for the correct installation of selected products are to be provided by the Contractor and coordinated with the Owner and Engineer. This Contract supersedes prior negotiations, representations, and agreements, whether written or oral. The Contract Documents are complementary; what is required by one part of the Contract Documents is as binding as if required by other parts of the Contract Documents.
- B. During the performance of the Work and until final payment, Contractor and Owner shall submit all matters in question concerning the requirements of the Contract Documents, or relating to the acceptability of the Work under the Contract Documents to the Engineer. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work thereunder.
- C. Engineer will render a written clarification, interpretation, or decision on the issue submitted, or initiate a modification to the Contract Documents.

- D. Contractor, and its subcontractors and suppliers, shall not have or acquire any title to or ownership rights to any of the Drawings, Specifications, or other documents (including copies or electronic media editions) prepared by Engineer or its consultants.

2.02 Contract Documents Defined

- A. The Contract Documents consist of the following documents:
 - 1. This Contract.
 - 2. Construction Specifications and Design Drawings (Attachment A).
 - 3. Content of the RFP
 - 4. The Contractor's proposal and final agreed-upon schedule
 - 5. The following, which may be delivered or issued before or after the Effective Date of the Contract:
 - a. CSKT Performance Bond form
 - b. CSKT Payment Bond form
 - c. CSKT Invoice Certification and Request for Payment Form
 - d. W-9 form
 - e. Change Orders form
 - f. Proof of current worker's compensation insurance or proof of valid exemption
 - g. Proof of current general liability (or commercial) and automobile insurance

ARTICLE 3 - ENGINEER

3.01 Engineer

- A. The Engineer for this Project is **Geum Environmental Consulting**.

ARTICLE 4 - CONTRACT TIMES

4.01 Contract Times

- A. The Work will be substantially completed on or before **June 15, 2026** and completed and ready for final payment on or before **July 15, 2026**.

4.02 Liquidated Damages

- A. Contractor and Owner recognize that time is of the essence in the performance of the Contract, and that Owner will incur damages if Contractor does not complete the Work according to the requirements of Paragraph 4.01. Because such damages for delay would be difficult and costly to determine, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner \$1,000.00 for each day that expires after the Contract Time for substantial completion.

4.03 Delays in Contractor's Progress

- A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an

equitable adjustment in the Contract Times and Contract Price. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

- B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor or their subcontractors or suppliers.
- C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times.
- D. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor or Contractor's subcontractors or suppliers.

4.04 Milestones

- A. Parts of the Work must be substantially completed on or before the following Milestone(s):
 - 1. All willow installation shall happen during the dormancy window, between Oct 15- April 15, unless agreed to in writing by the Owner.

ARTICLE 5 - CONTRACT PRICE

5.01 Payment

- A. Owner shall pay Contractor in accordance with the Contract Documents at the following unit prices for each unit of Work completed:

Task	Description	Unit	Estimated Quantity	Unit Price	Extended Price
1	Channel Construction	595	LF		
2	Check Structure	3	EA		
3	Check Structure with Cobble Return Ramp	3	EA		
4	Willow Brush Trench	960	LINEAR FEET		
5	Woody Debris Structure	1	EACH		
6	Salvage Large Logs	4	EACH		
7	Acquire Brush & Small Wood	975	EACH		
8	Acquire 4" Minus Cobble	39	CUBIC YARDS		

Task	Description	Unit	Estimated Quantity	Unit Price	Extended Price
9	Acquire Willow Cuttings	4,800	EACH		
10	Mobilization	1	LUMP SUM		
Total of all extended prices for Estimated Quantities of Work					\$ calculate
<u>ALTERNATE TASKS</u>					
11.A	As-directed work: Tracked excavator rate.	40	HOURS		
11.B	As-directed work: Skid-steer or similar rate.	40	HOURS		
11.C	As-directed work: Laborer rate.	40	HOURS		
Total of all extended prices for Estimated Quantities of Work with bid alternates					\$ calculate

Payment will be made in an amount equal to the total of all extended prices for actual Work completed. The extended price is determined by multiplying the unit price times the actual quantity of that Work item completed. Actual quantities installed will be determined by the Engineer.

ARTICLE 6 - BONDS, INSURANCE, AND OTHER REQUIRED DOCUMENTS

6.01 Bonds

- A. Before starting Work, Contractor shall furnish a performance bond and a payment bond from surety companies that are duly licensed or authorized to issue bonds in the required amounts in the jurisdiction in which the Project is located. Each bond shall be in an amount equal to the Contract Price, as security for the faithful performance and payment of all of Contractor's obligations under the Contract. These bonds shall remain in effect until the completion of the correction period specified in Paragraph 7.12 but, in any case, not less than one year after the date when final payment becomes due.

6.02 Insurance

- A. Before this Agreement is signed, Contractor shall furnish evidence of insurance from companies that are duly licensed or authorized in the jurisdiction in which the Project is located with a minimum AM Best rating of A-VII or better. Contractor shall provide insurance in accordance with the following:
 1. Contractor shall provide coverage for not less than the following amounts, or greater where required by Laws and Regulations:
 - a. Workers' Compensation:

State:

Statutory

Employer's Liability:

Bodily Injury, each Accident	\$ 500,000.00
Bodily Injury By Disease, each Employee	\$ 500,000.00
Bodily Injury/Disease Aggregate	\$ 1,000,000.00

b. Commercial General Liability:

General Aggregate	\$ 2,000,000.00
Products - Completed Operations Aggregate	\$ 2,000,000.00
Personal and Advertising Injury	\$ 1,000,000.00
Each Occurrence (Bodily Injury and Property Damage)	\$ 1,000,000.00

c. Automobile Liability herein:

Combined Single Limit of:	\$ 1,000,000.00
---------------------------	-----------------

- B. All insurance policies required to be purchased and maintained will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 10 days prior written notice has been given to the insured and additional insured.
- C. Automobile liability insurance provided by Contractor shall provide coverage against claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy shall be written on an occurrence basis.
- D. Contractor's commercial general liability policy shall be written on a 1996 or later ISO commercial general liability occurrence form and include the following coverages and endorsements:
1. Products and completed operations coverage maintained for three years after final payment;
 2. Blanket contractual liability coverage to the extent permitted by law;
 3. Broad form property damage coverage; and
 4. Severability of interest; underground, explosion, and collapse coverage; personal injury coverage.
- E. The Contractor's policies shall include and list Owner and Engineer and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each as additional insureds; and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby (including as applicable those arising from both ongoing and completed operations) on a non-contributory basis.
1. Additional insured endorsements will include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together). If Contractor demonstrates to Owner that the specified ISO endorsements are not commercially available, then Contractor may satisfy this requirement by providing equivalent endorsements.

2. Contractor shall provide ISO Endorsement CG 20 32 07 04, "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent for design professional additional insureds.
- F. If Contractor has failed to obtain and maintain required insurance, Owner may exclude the Contractor from the Site, impose an appropriate set-off against payment, and exercise Owner's termination rights under Article 15.
- 6.03 Other Documentation Required
- A. Within five (5) business days of notice of contingent award, Contractor shall provide the following, necessary for CSKT contract administration:
- Proof of Insurance
 - Workman's Compensation
 - Completed W-9 form
- B. Once received in complete form, CSKT review and approval is necessary in order to issue a DocuSign link for contract execution. Owner may issue a Notice to Proceed after Tribal Council approval. Owner will return one fully executed counterpart of the Agreement, as an electronic copy of the Contract Documents.

ARTICLE 7 - CONTRACTOR'S RESPONSIBILITIES

7.01 Supervision and Superintendence

- A. Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, safety, and procedures of construction.
- B. Contractor shall assign a competent resident superintendent who is to be present at all times during the execution of the Work. This resident superintendent shall not be replaced without written notice to and approval by the Owner and Engineer except under extraordinary circumstances.
- C. Contractor shall at all times maintain good discipline and order at the Site.
- D. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours, Monday through Friday.

7.02 Other Work at the Site

- A. In addition to and apart from the Work of the Contractor, other work may occur at or adjacent to the Site. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site.

7.03 Services, Materials, and Equipment

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water,

sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.

- B. All materials and equipment incorporated into the Work shall be new, of good quality and shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable supplier, except as otherwise may be provided in the Contract Documents.

7.04 Subcontractors and Suppliers

- A. Contractor may retain subcontractors and suppliers for the performance of parts of the Work. Such subcontractors and suppliers must be acceptable to Owner.

7.05 Quality Management

- A. Contractor is fully responsible for the managing quality to ensure Work is completed in accordance with the Contract Documents.

7.06 Licenses, Fees and Permits

- A. Contractor shall pay all license fees and royalties and assume all costs incident to performing the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others.
- B. Contractor shall obtain and pay for all construction permits and licenses unless otherwise provided in the Contract Documents.

7.07 Laws and Regulations; Taxes/Fees

- A. Contractor shall give all notices required by and shall comply with all local, state, tribal and federal Laws and Regulations applicable to the performance of the Work, including **CSKT Indian Preference Ordinance**. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages if Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations.
- C. Contractor shall pay all applicable sales, consumer, use, and other similar taxes or fees Contractor is required to pay in accordance with Laws and Regulations.

7.08 Record Documents

- A. Contractor shall maintain one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved shop drawings in a safe place at the Site. Contractor shall annotate them to show changes made during construction. Contractor shall deliver these record documents to Engineer upon completion of the Work.

7.09 Safety and Protection

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work.

- B. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
 - 1. All persons on the Site or who may be affected by the Work;
 - 2. All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 - 3. Other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and underground facilities not designated for removal, relocation, or replacement in the course of construction.
- C. All damage, injury, or loss to any property caused, directly or indirectly, in whole or in part, by Contractor, or anyone for whose acts the Contractor may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Contract Documents or to the acts or omissions of Owner or Engineer and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor).
- D. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.
- E. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor shall act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

7.10 Shop Drawings, Samples, and Other Submittals

- A. Contractor shall review and coordinate the shop drawing and samples with the requirements of the Work and the Contract Documents and shall verify all related field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information.
- B. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that submittal, and that Contractor approves the submittal.
- C. With each submittal, Contractor shall give Engineer specific written notice, in a communication separate from the submittal, of any variations that the shop drawing or sample may have from the requirements of the Contract Documents.
- D. Engineer will provide timely review of shop drawings and samples.
- E. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions or programs.
- F. Engineer's review and approval of a separate item does not indicate approval of the assembly in which the item functions.
- G. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of shop drawings and submit, as required, new samples for review and

approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.

H. Shop drawings are not Contract Documents.

7.11 Warranties and Guarantees

A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on Contractor's warranty and guarantee.

7.12 Correction Period

A. If within one year after the date of substantial completion, any Work is found to be defective, or if the repair of any damages to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas used by Contractor as permitted by Laws and Regulations, is found to be defective, then Contractor shall promptly and without cost to Owner, correct such defective Work.

7.13 Indemnification

A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts they may be liable.

ARTICLE 8 - OWNER'S RESPONSIBILITIES

8.01 Owner's Responsibilities

- A. Except as otherwise provided in the Contract Documents, Owner shall issue all communications to Contractor through Engineer.
- B. Owner shall make payments to Contractor as provided in this Contract.
- C. Owner shall provide Site and easements required to construct the Project.
- D. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, unless stated elsewhere in the Contract Documents, Owner shall have sole authority and responsibility for such coordination.
- E. The Owner shall be responsible for performing inspections and tests required by applicable codes.

- F. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- G. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.
- H. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION

9.01 Engineer's Status

- A. Engineer will be Owner's representative during construction. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in this Contract.
- B. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any subcontractor, any supplier, any other individual or entity, or to any surety for or employee or agent of any of them.
- C. Engineer will make visits to the Site at intervals appropriate to the various stages of construction. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work.
- D. Engineer has the authority to reject Work if Contractor fails to perform Work in accordance with the Contract Documents.
- E. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work.
- F. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

ARTICLE 10 - CHANGES IN THE WORK

10.01 Authority to Change the Work

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work.

10.02 Change Orders

- A. Owner and Contractor shall execute appropriate Change Orders covering:
 - 1. Changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;
 - 2. Changes in the Work which are: (a) ordered by Owner or (b) agreed to by the parties or (c) resulting from the Engineer's decision, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters; and
 - 3. Changes in the Contract Price or Contract Times or other changes which embody the substance of any final binding results under Article 12.
- B. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

ARTICLE 11 - DIFFERING SUBSURFACE OR PHYSICAL CONDITIONS

11.01 Differing Conditions Process

- A. If Contractor believes that any subsurface or physical condition including but not limited to utilities or other underground facilities that are uncovered or revealed at the Site either differs materially from that shown or indicated in the Contract Documents or is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in Work of the character provided for in the Contract Documents then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.
- B. After receipt of written notice, Engineer will promptly:
 - 1. Review the subsurface or physical condition in question;
 - 2. Determine necessity for Owner obtaining additional exploration or tests with respect to the condition;
 - 3. Determine whether the condition falls within the differing site condition as stated herein;
 - 4. Obtain any pertinent cost or schedule information from Contractor;
 - 5. Prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and
 - 6. Advise Owner in writing of Engineer's findings, conclusions, and recommendations.

- C. After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.

ARTICLE 12 - CLAIMS AND DISPUTE RESOLUTION

12.01 Claims Process

- A. The party submitting a claim shall deliver it directly to the other party to the Contract and the Engineer promptly (but in no event later than 10 days) after the start of the event giving rise thereto.
- B. The party receiving a claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the claim through the exchange of information and direct negotiations. All actions taken on a claim shall be stated in writing and submitted to the other party.
- C. If efforts to resolve a claim are not successful, the party receiving the claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the claim within 45 days, the claim is deemed denied.
- D. If the dispute is not resolved to the satisfaction of the parties, Owner or Contractor shall give written notice to the other party of the intent to submit the dispute to the Tribal Court of the Confederated Salish and Kootenai Tribes.

ARTICLE 13 - TESTS AND INSPECTIONS; CORRECTION OF DEFECTIVE WORK

13.01 Tests and Inspections

- A. Owner and Engineer will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access.
- B. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.
- C. If any Work that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering shall be at Contractor's expense.

13.02 Defective Work

- A. Contractor shall ensure that the Work is not defective.
- B. Engineer has the authority to determine whether Work is defective, and to reject defective Work.
- C. Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.
- D. The Contractor shall promptly correct all such defective Work.

- E. When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.
- F. If the Work is defective or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated.

ARTICLE 14 - PAYMENTS TO CONTRACTOR

14.01 Progress Payments

- A. The unit price breakdown submitted with the bid will be used for unit price work. Break lump sum items into units that will allow for measurement of Work in progress. Unit prices would be paid based on the number of units completed and approved by engineer at time of payment request.

14.02 Applications for Payments:

- A. Contractor shall submit an application for payment using **CSKT Invoice Certification Form**, no more frequently than monthly, to Engineer. Applications for payment will be prepared and signed by Contractor. Contractor shall provide supporting documentation required by the Contract Documents. Payment will be paid for Work completed as of the date of the application for payment.
- B. Beginning with the second application for payment, each application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior applications for payment.

14.03 Retainage

- A. Not used.

14.04 Review of Applications

- A. Within 10 days after receipt of each application for payment, the Engineer will either indicate in writing a recommendation for payment and present the application for payment to Owner or return the application for payment to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. The Contractor will make the necessary corrections and resubmit the application for payment.
- B. Engineer will recommend reductions in payment (set-offs) which, in the opinion of the Engineer, are necessary to protect Owner from loss because the Work is defective and requires correction or replacement.
- C. The Owner is entitled to impose set-offs against payment based on any claims that have been made against Owner on account of Contractor's conduct in the performance of the Work, incurred costs, losses, or damages on account of Contractor's conduct in the performance of the Work, or liquidated damages that have accrued as a result of Contractor's failure to complete the Work.

14.05 Contractor's Warranty of Title

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than seven days after the time of payment by Owner.

14.06 Substantial Completion

- A. The Contractor shall notify Owner and Engineer in writing that the Work is substantially complete and request the Engineer issue a certificate of substantial completion when Contractor considers the Work ready for its intended use. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.
- B. Engineer will make an inspection of the Work with the Owner and Contractor to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor and Owner in writing giving the reasons therefor.
- C. If Engineer considers the Work substantially complete or upon resolution of all reasons for non-issuance of a certificate identified in 14.06.B, Engineer will deliver to Owner a certificate of substantial completion which shall fix the date of substantial completion and include a punch list of items to be completed or corrected before final payment.

14.07 Final Inspection

- A. Upon written notice from Contractor that the entire Work is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

14.08 Final Payment

- A. Contractor may make application for final payment after Contractor has satisfactorily completed all Work defined in the Contract, including providing all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents and other documents.
- B. The final application for payment shall be accompanied (except as previously delivered) by:
 - 1. All documentation called for in the Contract Documents;
 - 2. Consent of the surety to final payment;
 - 3. Satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any liens or other title defects, or will so pass upon final payment;
 - 4. A list of all disputes that Contractor believes are unsettled; and
 - 5. Complete and legally effective releases or waivers (satisfactory to Owner) of all lien rights arising out of the Work, and of liens filed in connection with the Work.
- C. The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment.

14.09 Waiver of Claims

- A. The making of final payment will not constitute a waiver by Owner of claims or rights against Contractor.
- B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

15.01 Owner May Suspend Work

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 60 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension.

15.02 Owner May Terminate for Cause

- A. Contractor's failure to perform the Work in accordance with the Contract Documents or other failure to comply with a material term of the Contract Documents will constitute a default by Contractor and justify termination for cause.
- B. If Contractor defaults in its obligations, then after giving Contractor and any surety ten days written notice that Owner is considering a declaration that Contractor is in default and termination of the Contract, Owner may proceed to:
 - 1. Declare Contractor to be in default, and give Contractor and any surety notice that the Contract is terminated; and
 - 2. Enforce the rights available to Owner under any applicable performance bond.
- C. Owner may not proceed with termination of the Contract under Paragraph 15.02.B if Contractor within seven days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.
- D. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.
- E. In the case of a termination for cause, if the cost to complete the Work, including related claims, costs, losses, and damages, exceeds the unpaid contract balance, Contractor shall pay the difference to Owner.

15.03 Owner May Terminate for Convenience

- A. Upon seven days written notice to Contractor, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for, without duplication of any items:
 - 1. Completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
 - 2. Expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and
 - 3. Other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.
- B. Contractor shall not be paid on account of loss of anticipated overhead, profits, or revenue, or other economic loss arising out of or resulting from such termination.

15.04 Contractor May Stop Work or Terminate

- A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner, and provided Owner does not remedy such suspension or failure within that time, either stop the Work until payment is received, or terminate the Contract and recover payment from the Owner.

ARTICLE 16 - CONTRACTOR'S REPRESENTATIONS

16.01 Contractor Representations

- A. Contractor makes the following representations when entering into this Contract:
 - 1. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
 - 2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - 3. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - 4. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on:
 - a. The cost, progress, and performance of the Work;
 - b. The means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and

- c. Contractor's safety precautions and programs.
- 5. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
- 6. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- 7. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- 8. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- 9. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that, without exception, all prices in the Contract are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 17 - MISCELLANEOUS

17.01 Cumulative Remedies

- A. The duties and obligations imposed by this Contract and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

17.02 Limitation of Damages

- A. Neither Owner, Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

17.03 No Waiver

- A. A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Contract.

17.04 Survival of Obligations

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

17.05 Contractor's Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract.

17.06 Controlling Law

- A. This Contract is to be governed by the law laws of the Confederated Salish and Kootenai Tribes to the extent not superseded or pre-empted by federal law. In the event of legal action, the parties agree and covenant that the exclusive forum to hear such cause or enforce such obligation shall be the Tribal Court of the Confederated Salish and Kootenai Tribes. Nothing in this agreement shall be interpreted as waiving the sovereign immunity of the Confederated Salish and Kootenai Tribes.

17.07 Assignment of Contract

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party to this Contract of any rights under or interests in the Contract will be binding on the other party without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract.

17.08 Successors and Assigns

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

17.09 Performance of Work by the Contractor

- A. The Contractor shall perform on the site, and with its own company organization, work equivalent to at least **60 percent** of the total amount of work to be performed under the contract.
- B. This percentage may be reduced by a supplemental agreement to this contract if, during performing the work, the Contractor requests a reduction and the Owner determines that the reduction would be to the advantage of the Tribes.

17.10 Audit and Records

- A. The Contractor, upon written request of the Tribes, shall make available financial records pertinent to its performance of this Agreement for the purposes of financial audit.
- B. The Contractor agrees that the Tribes or any of its duly authorized representatives shall, until the expiration of three years after final payment under this Agreement, have access to and the right to examine any of the Contractor's records related to this Agreement.

17.11 Officials Not to Benefit

- A. No member of or delegate to Congress, Tribal Council member, or resident commissioner, shall be admitted to any share or part of this contract, or to any benefit arising from it. However, this clause does not apply to this contract to the extent that this contract is made with a corporation for the corporation's general benefit.

17.12 Construction Wage Rate Requirements

- A. The Indian Self Determination and Education Assistance Act, Pub. L. 93-638, 25 USC 5301, et seq., as amended, and its implementing regulations, including but not limited to, those set forth in 25 CFR Part 1000, Subpart K, as may be amended, shall apply to construction programs and projects included in this Agreement. Contractors and subcontractors must comply with applicable Tribal laws, Federal laws, program statutes and regulations.

17.13 Notices

All notices required or permitted under this Agreement shall be signed and in writing, and shall be delivered to the party to be notified in person or by depositing the same in the United States mail, certified, to the appropriate following address:

Owner - Confederated Salish & Kootenai Tribes	Contractor – Company Name
Attn: NRD-DEWR Name	Attn: Name
PO Box 278	Address
Pablo, MT 59855	City State Zip

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IN WITNESS WHEREOF, Owner and Contractor have executed this Agreement on the date first written above.

CONTRACTOR:

Contractor Date

Name, Title
Email

CONFEDERATED SALISH AND KOOTENAI TRIBES:

Department Head Date

Director Date

Executive Officer Date

Tribal Council Chair Date

Insert:

- Scope of Project (copy what was issued in the RFP)
- Construction Specs & Design Drawings (copy what was issued in the RFP)
- Project Schedule/Milestones (if any)

DRAFT