OFFER FORM	1. SOLICITATION NO. Chesnimnus	2. TYPE OF SOLICITATION SEALED BID	3. DATE ISSUED 10/9/2026	PAGE OF PAGES 1 of 31 pages

IMPORTANT - The "offer" section on the next page must be fully completed by offeror.

4. MAIL OFFER TO	5. ADDRESS OFFER TO
Nez Perce Tribe Department of Fisheries Resources Management Watershed Division PO Box 909 Joseph, OR 97846	Delivered to: Watershed Division Attn: Katie Frenyea 500 North Main Street Joseph, OR, 97846

6. FOR INFORMATION CALL:	A. NAME Katie Frenyea	B. TELEPHONE NO. *(Include area code)* (541) 432-2506

SOLICITATION

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder."

7. THE NEZ PERCE TRIBE REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS (*Title, identifying no., date):*

Construction of the Chesnimnus Creek – Zone 4 Restoration Project

Nez Perce Tribe, DFRM Watershed Division
Wallowa County, OR

FAXED OFFERS WILL NOT BE ACCEPTED.

ALL OFFERS MUST BE DELIVERED IN PERSON OR VIA CERTIFIED MAIL. EMAIL SUBMISSIONS WILL BE ACCEPTED HOWEVER, IF AN EMAIL FAILS TO SEND THE CONTRACTOR MUST HAVE A HARD COPY SUBMITTED TO BE CONSIDERED FOR THE BID AWARD. BIDS MUST BE RECEIVED BY 4:00 P.M. December 2, 2026

BID OPENING: Bid Opening at the NPT Joseph Field Office, 4:00 P.M December 2, 2026.

8. The Contract time shall begin upon receipt of notice to proceed, and the work shall be completed no later than **December 31, 2027**. This performance period is mandatory.

9. ADDITIONAL SOLICITATION REQUIREMENTS:

A. Sealed offers in original and 1 copy to perform the work required are due at the place specified in Item 4 by **4:00 PM local time December 2, 2026.** Sealed envelopes containing offers shall be marked to show the offeror's name and address. If hand delivering RFP, please deliver to the physical address listed above. If sending by mail, please address to the PO Box listed above.

REQUEST FOR PROPOSALS ("RFP") FOR CONTRACTOR SERVICES FOR THE NEZ PERCE TRIBE FISHERIES WATERSHED DIVISION

1. SERVICES AND PRICES

Chesnimnus Creek – Zone 4 Restoration					
Base Bid Items					
Item	**Description**	**Quantity**	**Unit**	**Unit Cost**	**Subtotal**
1	Mobilization and Demobilization	1	LS		
2	Environmental Controls (SWPP, ESC, etc.)	1	LS		
3	Site Access (Temporary Access Only)	1	LS		
4	Work Area Isolation, Channel Diversion, Water Management	1	LS		
5	Survey	1	LS		
6	Earthwork	15,378	CY		
7	Site Demo (Fence)	9,712	LF		
8	Class 1 Riffle Construction	1,118	CY		
9	Class 2 Riffle Construction	2,149	CY		
10	Boulders (Small)	245	EA		
11	Boulders (Large)	185	EA		
12	Hardened Crossing	2	EA		
13	Large Woody Material Acquisition and Delivery	1	LS		
14	Habitat Structure 1 - Three Log Structure - Install	18	EA		
15	Habitat Structure 2 - Single Log Structure - Install	9	EA		
16	Habitat Structure 3 - Whole Tree Structure - Install	73	EA		
17	Habitat Structure 4 - Bleeder Jam - Install	4	EA		
18	Habitat Structure 5 - Constriction Jam - Install	18	EA		
19	Habitat Structure 6 - Small Apex Jam - Install	12	EA		
20	Habitat Structure 7 – Relic BDA - Install	393	LF		
21	Habitat Structure 8 – Six Log Structure - Install	5	EA		
22	Short Roughened Bank Treatment	727	LF		
23	Brush Bank Treatment	360	LF		
24	Willow Baffles	920	LF		
25	Revegetation – Bank and Transitional Seeding (Hydroseeding)	8.0	AC		
26	Revegetation – Upland Seeding and Mulch	8.3	AC		
26	Small Track Hoe (i.e. CAT 318 or similar)	30	HR		
27	Medium Track Hoe (i.e. CAT 330 or similar)	30	HR		
28	Off-Road Dump Truck (i.e. CAT 735 or similar)	30	HR		

29	Dozer (i.e. CAT D6 or similar)	20	HR		
	Subtotal - Required Bid Items				
				TERO (3.5%)	
	Total Bid				

Hourly rates with operator if unforeseen work needed					
29	Medium Track Hoe (Weight greater than 20 tons)	1	HR		- -
30	Small Track Hoe (Weight between 6 and 20 tons)	1	HR		- -
31	Mini Excavator (Weight less than 6 tons)	1	HR		- -
32	Off-Road Dump Truck (i.e., CAT 735 or similar)	1	HR		- -
33	Dozer (i.e. CAT D6 or similar)	1	HR		- -

BASIS OF AWARD- Technical proposals are required to be submitted with your offer. See Section 8 for instructions and evaluation/award information.

CRITICAL DATES- See Section 6.1.11 for project schedule.

2. PURPOSE OF RFP

The Nez Perce Tribe Watershed Division (NPT), with satellite office located in Joseph, Wallowa County, Oregon is seeking a qualified construction contractors ("Offerors") to provide contract services ("Services") to complete a floodplain and aquatic habitat restoration project on the Lostine River.

The goal of this project is to enhance aquatic habitat diversity and restore natural stream function, including the encouragement and/or mimicry of beaver activity, for all freshwater life stages of threatened and sensitive species within the project reach. Specifically, to increase survival and productivity of early life stages of steelhead, lamprey, and other aquatic species. The suite of restoration actions that will be implemented through this project are designed to improve hydrologic, geomorphic, and biological processes and function that have been significantly impaired over time.

The resulting changes to the landscape will greatly enhance both instream and off-channel habitat to the benefit of *O. mykiss* and other aquatic organisms, as well as terrestrial plants and animals within the watershed.

- Creation of off-channel habitat and secondary channels will redistribute flow and energy laterally across the valley bottom enhancing floodplain connectivity, channel complexity, riparian vegetation establishment, and juvenile *O. mykiss* rearing habitat.

- Channel realignment will reduce channel slope and velocities, and increase water surface elevations, which will improve floodplain connectivity and result in more bank length. Combined with the addition of adequate structure, new channel segments will provide increased hydraulic variability, resulting in better gravel retention and sorting, scour pools, and slower-moving water microhabitats benefiting all life stages of *O. mykiss*.
- Wood augmentation instream and within the floodplain in the form of large wood structures and relic beaver dam analogs will be instrumental in enhancing low velocity habitat for young fish.
- Restoring streamside and floodplain vegetation will augment stream shade, floodplain roughness, future wood recruitment, and terrestrial insect food sources, while also reducing soil erosion.
- Riparian fence setbacks will expand and protect riparian buffers from livestock browse.
- Addition of off-stream water/spring developments and hardened crossings for livestock will decrease impacts to instream fish habitat, improve water quality, and limit erosion.
- Post-implementation seeding, planting, and continued invasive weed treatments will improve native grass, shrub, and tree establishment.

The NPT wishes to hire a contractor with proven knowledge and skills in the following areas: erosion and sediment control, isolation of water flow, turbidity management, fish passage and habitat, stream channel construction, floodplain grading, site reclamation, working under tight deadlines, survey skills, and restoring streams to naturally functioning conditions. **Please note that GPS machine control will be required for this work.**

The Offeror, if any, who is selected through the Qualification Based Selection process (the "Contractor") shall sign a contract with NPT in the form set forth as Exhibit 1 to this RFP (the "Contract").

3. BACKGROUND

The project area is located along approximately 2.3 miles of Chesnimnus Creek and associated privately owned floodplain, located approximately 35 miles north of Enterprise, Oregon.

This bid solicitation is for construction of Zone 4 (the first of four zones) within the Chesnimnus Creek Ranch property as part of a multi-phased restoration effort spanning 5.5-miles which abuts federal land to the east. This project will implement floodplain restoration designs prepared by Rio ASE to benefit various life stage of ESA listed Snake River summer steelhead and native rainbow/redband trout (Oncorhynchus mykiss), and Pacific Lamprey.

Due to decades of channel manipulation, levee construction, vegetation clearing, infrastructure placement, and other anthropogenic interventions, both the stream channel and floodplain have been simplified and disconnected. These land-use practices, combined with a substantial reduction in beaver populations within the watershed, have resulted in loss of off-channel habitat, floodplain connectivity, and native plant propagation. The lack of deep pool habitat, riparian trees and shrubs, and cold-water connection within the floodplain have also contributed to increased instream water temperatures. Rising stream temperatures, reduced stream flows, and

changes in runoff timing associated with climate change have further limited habitat availability and suitability for steelhead.

Much of the floodplain within the project reach is pastureland, which has been grazed at various intensities over several decades. Riparian fence setbacks in the 90's have allowed for some vegetation recovery, however, this project will remove and/or set back much of the fencing along the creek. The current landowner will continue to graze cattle post-implementation in available pasture acreage located outside of the riparian fence.

4. SCOPE OF SERVICES

4.1 Contractor agrees to: Provide contracted services as described in the RFP for the Chesnimnus Creek – Zone 4 Restoration Project including all labor, supervision, equipment, tools, supplies, and materials necessary to complete the project in accordance with the specifications and drawings. This includes but is not limited to the mobilization and procurement of equipment or materials from on or off-site sources, equipment and material staging in designated staging areas, preparation of materials, placement of materials including mulch, erosion and sediment control measures and structures, turbidity monitoring, combination of broadcast seeding, and hydroseeding in disturbed areas, acquisition of dormant willow live stakes, and willow stake installation. **Certified weed free mulch for either broadcast or hydroseeding will be the responsibility of the contractor.**

All in-water work is to be completed within the approved in-water work window variance timeframe of **July 15, 2026 to February 15, 2027 and if needed July 15, 2027 to December 31, 2027 (end of contract)**. Work will be completed in accordance with all applicable Local, State, and Federal permits, regulations, and conservation measures.

The construction contractor will be required to complete all channel and floodplain work using a GPS machine-controlled equipment excavator, and dozer having an accuracy of no less than 0.1ft horizontal and vertical capable of meeting the horizontal and vertical tolerances described in the project specifications.

Contractor should note no cell service is available at the project site. Provision of Starlink or similar means of communication will be <u>mandatory</u>. Starlink shall be located at the primary work trailer and available to the Contracting Agency during normal work hours (7:00am – 5:00pm). Long range radios or similar communication systems are also highly encouraged.

Payment for work shall be made under the pay items included in the Bid Schedule. All other work and materials will be considered incidental to and included in the payment for items shown.

4.2 Project stake-out, inspection, and post construction as-built survey will be conducted by the design engineer, Rio ASE and/or their subcontractor(s). CAD files will

be distributed to the contractor by the project engineer. All stakeout points will be provided in State Plane, Oregon North, International Feet.

4.3 NPT or designated agent will acquaint the Contractor with the work areas and access roads, administer the contract, and oversee all work elements. Additionally, NPT will provide 1) daily inspection of work for compliance and certification of Contractor's work; 2) design and construction details; and 3) fish salvage crew.

5. INFORMATION CONCERNING RFP AND PROJECT

5.1 All correspondence pertaining to this RFP, including submittal of proposals, should be directed to:

Katie Frenyea
Nez Perce Tribe
Department of Fisheries Resources Management – Watershed Division
(541) 432-2506
kathrynf@nezperce.org

5.2 Offerors are cautioned not to make any assumptions as to the implied meaning or intent of any part of the RFP. Offerors should request clarification or additional information concerning the RFP in writing as soon as possible. ANY CORRECTIONS OR CLARIFICATIONS MADE IN ANY MANNER OTHER THAN BY A WRITTEN ADDENDUM WILL NOT BE BINDING ON NPT, AND OFFERORS SHALL NOT RELY THEREON.

5.3 Any prospective Offeror who contends that the terms and conditions of this RFP, the Contract or any aspect of the selection process (1) will encourage favoritism in the award of the Contract for Services; (2) will substantially diminish competition; (3) will violate any other statute, regulation, or law of any kind; or (4) is ambiguous, insufficient, or unfair for any reason, must file a written protest to this RFP. Failure to deliver a written protest to the address provided in "Address Offer To" box in the cover page of this RFP by the time specified in Section 6.1.2 of this RFP will be deemed a waiver of any claim by an Offeror that the selection process violates any of the items (1)-(4) of the foregoing sentence.

5.4 NPT reserves the right to (1) reject any or all proposals or (2) cancel the RFP if doing either would be in the public interest as determined by NPT.

5.5 Note: It is the responsibility of the Contractor to adhere to all applicable United States Department of Labor Occupational Safety and Health Administration (OSHA), Oregon Health Authority (OHA), and Center for Disease Control and Prevention (CDC) COVID-19 workplace safety guidelines.

6. SCHEDULE OF EVENTS

6.1 The following schedule of events shall be followed for this RFP unless otherwise modified by NPT:

6.1.1 A mandatory on-site pre-bid meeting by potential Contractors is scheduled for the date and time specified in the table in Section 6.1.11. Contractors planning to attend the on-site meeting are expected to confirm attendance with the Project contact no later than 1:00 p.m. one calendar day prior to the pre-bid meeting date specified in the table in Section 6.1.11.

6.1.2 Inquiries for clarification or additional information as described in Section 5.2, if any, must be received by NPT no later than 4:00 p.m. on the date specified in the table in Section 6.1.11.

6.1.3 Protests of the RFP, the Contract or any aspect of the selection process as set forth in Section 5.3 must be received by NPT no later than 4:00 p.m. on the date that is three (3) calendar days before the due date for proposals.

6.1.4 Proposals must be received by NPT no later than 4:00 p.m. on the date specified in the table in Section 6.1.11. Proposals submitted after this time will be rejected.

6.1.5 The Qualification Based Selection (QBS) process defined in Section 10.6 will be used to select the Contractor, if any.

6.1.6 A Contractor will be selected, if at all, no later than the date specified in the table in Section 6.1.11. However, Contractors will not be notified until the Nez Perce Tribal Executive Committee approves the decision. This could take up to three weeks from the time of selection. The unsuccessful Offerors will be notified once the final selection has been approved.

6.1.7 Any protests of the selection decision must be received no later than 4:00 p.m. on the date that is seven (7) calendar days after the NPT issues the selection notice.

6.1.8 Any hearing on a protest will be held no later than seven (7) calendar days after NPT receives a protest.

6.1.9 The NPT intends to enter into a Contract with the selected Contractor within 30 calendar days after the due date for proposals, unless NPT, in its sole discretion, elects to extend the deadline.

6.1.10 Prior to commencement of work, NPT will hold a pre-construction meeting with the Contractor on the date specified in Section 6.1.11 to discuss the contract terms and work performance requirements. This discussion will include but not be limited to work progress schedule and turbidity/erosion control plans.

6.1.11 Table of Timelines

1	**Mandatory Pre-bid Meeting**	11/3/2026, 1:00 pm
2	**Inquiries for Clarification Deadline**	11/17/2026
3	**Bids Due**	12/2/2026
4	**Select Contractor**	12/15/2026
5	**Pre-Construction Meeting**	5/1/2027
6	**Anticipated Start Date**	6/7/2027
7	**Project Completion Date**	12/31/2027

7. NO REIMBURSEMENT FOR PROPOSAL

Offerors responding to this RFP do so solely at their own expense. Under no circumstances whatsoever will NPT be responsible or reimburse Offerors for any costs incurred in the preparation and presentation of their proposals, negotiation of the Contract and cost proposal by the Offeror, or for any related expenses or consequential damages of any kind.

8. CONTENT OF PROPOSALS

8.1 Identify any confidential information that the Offeror contends is exempt from disclosure. NPT will endeavor in good faith to honor appropriate requests for exemption from disclosure, but NPT reserves exclusive discretion to determine whether information qualifies for a statutory exemption. NPT's obligation under this Section 8 shall survive selection of the Contractor.

8.2 The Proposal must describe the contractor’s qualifications, intended performance, proposed timeline for the prescribed activity, and the resources required to perform the services by addressing the content requirements described below.

8.2.1 Cover Letter

A cover letter must express the contractor’s interest in the Project and commitment to the obligations expressed in the RFP. The letter shall include the **original signature** of an authorized representative of the contractor and

indicate that the contractor accepts all the terms and conditions contained in the RFP.

8.2.2 Firm Summary and Project Narratives

Prospective contractors must submit a narrative summarizing the contractor capabilities and understanding of the Project.

8.2.3 Qualifications and Experience of the Contractor and Staff

This section of the proposal shall describe the contractor's history, capabilities, and organization, as well as any special capabilities offered for this particular Project.

Describe the contractor's experience and successes in construction of similar projects. The contractor should demonstrate having a **minimum of 3 years of experience in construction of stream restoration and fish passage projects, including new stream channels, grade controls, and large wood habitat structures.** Provide a summary of relevant experience and responsibility for similar projects in terms of project type and dollar value.

Provide a Project organization chart for the contractor and subcontractors, including the names of key members of the Project team. Provide brief resume(s) of the key professional staff who will be part of the Project team. Include each person's name, role in this Project, education, registration (if any), years employed with the contractor, and years of experience in a similar capacity as for this Project. Provide a brief description of the person's responsibility within this Project team. Provide the relevant project experience for each person. For examples of each person's relevant experience, provide Project Name, Owner's Name, Project Type, Project Budget, Date of Completion, and Project Role. Indicate experience with contractors other than the proposing contractor.

8.2.4 Statement of Work/Project Approach

Briefly but succinctly describe the approach the contractor proposes to complete the proposed construction within the timeline and budget. This section should describe an approach to the project that shows an understanding of problems and tasks, is responsive to the stated scope, concept, and time for performance, and is well organized with clear articulation of the Project. The contractor should describe the management approach that will be used when addressing key issues of the project, including but not limited to: avoiding conflicts, facilitating reviews, budget control, scheduling, change order management, and project closeout. The contractor shall specifically identify:

- how the site will be accessed;

- material acquisition plan;
- number, type, and size of heavy construction equipment to be used;
- stream dewatering techniques and BMPs utilized; and
- how the site will be decommissioned and cleaned up after completion.

8.2.5 Project Schedule

Provide a detailed timeline or schedule describing tasks to be completed, Project milestones, and time necessary to complete each task and the overall Project. Provide evidence that adequate managerial effort, supporting staff, and resources will be committed to the timely completion of the Project.

8.2.6 Project Cost

Provide lump sum line-item costs for individual work elements (See Bid Schedules, Section 1) and the total Project cost from the point of hire to the point of release. The NPT welcome cost-effective alternatives to expedite the proposed implementation schedule. These alternatives must be provided as an optional line item in addition to the original cost proposal. If approved by the NPT and engineer, the Project design and specifications will be revised through design change and/or field change notices as applicable.

8.2.7 References

References are required from at least three (3) projects similar to the proposed project. Include project name, contact name, address, e-mail address, and telephone number, a description of the project, project completion date, and the relationship of the contact person to the project referenced.

8.3 If the Offeror believes there are additional services not identified in this RFP that are necessary for successful completion of the Project, include a description of the additional services recommended by the Offeror, describe how the additional services would benefit NPT and Company, and describe the Offeror’s ability to provide the additional services.

9. CONTRACT

9.1 The Offeror, if any, selected by NPT will be required to enter into a written contract in the form attached as Exhibit 1 to this RFP.

9.2 The proposal should indicate acceptance of the Contract provisions but may – in addition to and not in lieu of NPT's Contract – suggest reasonable alternatives that do not substantially impair NPT's rights under the Contract. Silence shall be deemed acceptance of the standard form of Contract.

9.3 If inclusion of any of NPT's proposed contract provisions will result in higher costs for the services, such costs must be specifically identified in the proposal by the Offeror during cost negotiations and prior to selection of the Offeror as the Contractor.

10. EVALUATION OF PROPOSALS

10.1 Certified Indian Owned Business (CIB): Certified Indian Owned businesses registered with the Nez Perce Tribe will be given preference.

Please note if you are a registered CIB with the Nez Perce Tribe.

10.2 Proposals that do not adhere to all terms and conditions of this RFP or that are otherwise non-responsive may, in the sole discretion of NPT, be rejected or given a lower rating in the evaluation process.

10.3 NPT reserves the right to reject any and all proposals or to waive irregularities or deficiencies in a proposal if NPT determines that such waiver is in the best interests of NPT.

10.4 If two or more Offerors are equally qualified, and one of the offerors is a CIB, NPT will give preference to a Certified Indian Owned Business.

10.5 If NPT and the highest ranked Offeror are unable for any reason to negotiate a contract at a compensation level that is reasonable and fair to NPT, NPT shall, either orally or in writing, formally terminate negotiations with the highest ranked Offeror. NPT may then negotiate with the next most qualified Offeror. The negotiation process may continue in this manner through successive Offerors until an agreement is reached or NPT terminates the Contractor contracting process.

10.6 Proposal selection will be completed by a review team. The following selection criteria, listed in a descending order of importance, will be used to evaluate the content of the written proposals:

10.6.1 Contractor Qualifications and Experience (30 points)**:**

(a) Qualifications of Contractor (prior experience in all aspects in stream restoration and fish passage projects similar to the proposed project, project references and technical experience). 10 points

(b) Project management experience in planning, implementing and managing projects of this magnitude. 10 points

(c) Company resources available (organization of company, equipment and staffing, and abilities to meet budget and timelines). 10 points

10.6.2 Adequacy and Merit of Approach (40 points)**:**

(a) Applicability of both the technical and managerial approaches for providing materials and completing the project design and design specifications. 10 points

(b) Knowledge of techniques needed and adequacy of approach to meet timeline. 10 points

(c) Adequacy of equipment, size, and capacity to complete tasks. 10 points

(d) Applicability of water diversion and dewatering approach. 10 points

10.6.3 Aggregate Bid Price (30 points)**:**

(a) The total price of all items combined and the prices for individual items will be considered as part of the evaluation factors.

Those contractors will rank highest who have completed similar projects, who can clearly demonstrate the capacity to undertake this type of project, and whose clients on similar projects have highly rated the quality of their work. If necessary, the NPT may conduct discussions with any or all contractors submitting proposals.

10.7 NPT retains exclusive discretion and reserves the right to determine:

10.7.1 Whether a proposal is complete and complies with the provisions of this RFP.

10.7.2 Whether an Offeror should be allowed to submit supplemental information.

10.7.3 Whether an Offeror will be interviewed by NPT. Occasionally the top three candidates will be interviewed.

10.7.4 Whether irregularities or deficiencies in a proposal should be waived.

10.7.5 Whether to seek clarifications of each proposal or request additional information necessary to permit NPT to evaluate, rank, and select the most qualified Offeror.

11. SELECTION BY NPT

11.1 The Contract will be awarded to the Offeror who, in NPT's judgment, has submitted a proposal that best meets NPT's requirements and successfully completes scoping and fee negotiations with NPT.

11.2 If there are disagreements with the outcome or questions about the selection process, Offerors must submit protests in writing to NPT within seven (7) calendar days after the selection has been made. NPT will either uphold or deny the protest, and a written response will be issued for all properly submitted protests within seven (7) business days. If the protest is denied, NPT will proceed to award the Contract.

11.3 Final award will be subject to execution of the Contract. Negotiation of the Contract will include the scope of services and fees for services. NPT reserves the right to negotiate a final Contract that is in the best interest of NPT. If permitted by NPT, in its sole discretion, negotiation of the Contract may include one or more of the proposed alternate terms and conditions, if any, in the selected Contractor's proposal. Award of the Contract may be withdrawn if the Contract negotiations are not timely concluded, as determined by NPT in its sole discretion.

11.4 If NPT and the Offeror initially selected by NPT are unable to negotiate a Contract, NPT reserves the right to select another Offeror and negotiate a Contract with that Offeror in accordance with this Section 11.

12. EXHIBITS

Exhibits to this RFP include:

1. Contract Form
2. Site Photos and Map

EXHIBIT 1

CONTRACT
BETWEEN
NEZ PERCE TRIBE
AND
Click here to enter text.

This Contract ("Contract") is entered into between the Nez Perce Tribe, P.O. Box 305, Lapwai, ID, 83540 ("Tribe"), by and through Click here to enter text., and Click here to enter text. ("Contractor"), individually "party" and collectively "parties."

RECITALS

A. The Tribe is a federally-recognized Indian tribe with its own government, unique culture, and history.

B. The Tribe wishes to retain Contractor to provide the following services for the Tribe. Click here to enter text.

C. Contractor is qualified to perform the services that are the subject of this Contract.

D. The foregoing recitals are hereby incorporated into, and made an integral part of, this Contract.

TERMS

SECTION 1: General

Contractor agrees to perform such professional services as are set forth in this Contract, and the Tribe agrees to pay such amounts as are specified in this Contract, all upon the following terms and conditions.

SECTION 2: Scope of Work/Deliverables

Contractor agrees to provide contracted services as described in the RFP for the Chesnimnus Creek – Zone 4 Restoration Project including all labor, supervision, equipment, tools, supplies, and materials necessary to complete the project in accordance with the specifications and drawings. This includes but is not limited to the mobilization and procurement of equipment or materials from on or off-site sources, equipment and material staging in designated staging areas, preparation of materials, placement of materials including mulch, erosion and sediment control

measures and structures, broadcast seeding and/or hydroseeding all disturbed areas, and planting of vegetation. The goal of this project is to enhance aquatic habitat diversity and restore natural stream function, including the encouragement and/or mimicry of beaver activity, for all freshwater life stages of threatened and sensitive species within the project reach. Specifically, to increase survival and productivity of early life stages of steelhead, lamprey, and other aquatic species.

A suite of restoration actions will be implemented through 2.3 miles for this project and are designed to improve hydrologic, geomorphic, and biological processes and function that have been significantly impaired over time.

This will be accomplished through various actions associated with reconnecting 9.4 acres of floodplain throughout 2.3 miles of privately owned land along the Chesnimnus Creek corridor, including:

- Excavation of 3,150 LF side channels, 3,615 LF main channel, and stream channel fill
- Installation of 139 large wood structures and associated willow cuttings
- Installation of 393 LF BDAs
- Installation of 920 LF willow baffles
- Installation of 360 LF brush bank, 727 LF roughened edge (bank treatments)
- Installation of 2 hardened crossing
- Installation of 430 boulders
- Removal of 9,712 LF existing riparian fencing
- Seed 16.3 AC (broadcast, hydroseed, or combination)

Payment for work shall be made under the pay items included in the Bid Schedule. All other work and materials will be considered incidental to and included in the payment for items shown.

- Contractor agrees to provide the following deliverables (as described in Solicitation, Section 4): Click here to enter text.

Chesnimnus Creek – Zone 4 Restoration					
Base Bid Items					
Item	**Description**	**Quantity**	**Unit**	**Unit Cost**	**Subtotal**
1	Mobilization and Demobilization	1	LS		
2	Environmental Controls (SWPP, ESC, etc.)	1	LS		
3	Site Access (Temporary Access Only)	1	LS		
4	Work Area Isolation, Channel Diversion, Water Management	1	LS		
5	Survey	1	LS		
6	Earthwork	15,378	CY		
7	Site Demo (Fence)	9,712	LF		

8	Class 1 Riffle Construction	1,118	CY		
9	Class 2 Riffle Construction	2,149	CY		
10	Boulders (Small)	245	EA		
11	Boulders (Large)	185	EA		
12	Hardened Crossing	2	EA		
13	Large Woody Material Acquisition and Delivery	1	LS		
14	Habitat Structure 1 - Three Log Structure - Install	18	EA		
15	Habitat Structure 2 - Single Log Structure - Install	9	EA		
16	Habitat Structure 3 - Whole Tree Structure - Install	73	EA		
17	Habitat Structure 4 - Bleeder Jam - Install	4	EA		
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23	Brush Bank Treatment	360	LF		
24	Willow Baffles	920	LF		
25	Revegetation – Bank and Transitional Seeding (Hydroseeding)	8.0	AC		
26	Revegetation – Upland Seeding and Mulch	8.3	AC		
27	Small Track Hoe (i.e. CAT 318 or similar)	30	HR		
28	Medium Track Hoe (i.e. CAT 330 or similar)	30	HR		
29	Off-Road Dump Truck (i.e. CAT 735 or similar)	30	HR		
30	Dozer (i.e. CAT D6 or similar)	20	HR		
				Subtotal - Required Bid Items	
				TERO (3.5%)	
				Total Bid	

- Contractor shall not vary from the description of work described herein, unless Contractor receives specific, prior written authorization from the Tribe.

SECTION 3: Timetable

Time is of the essence. Following the signing of this Contract by both parties, Contractor shall perform the duties described in Section 2 by no later than **December 31, 2027**

SECTION 4: Term/Termination

- As described in Section 3, the term of this Contract shall begin when both parties sign this Contract and shall end on **December 31, 2027**. This Contract may be terminated by the Tribe without cause upon thirty (30) days written notice to Contractor, or sooner if both parties agree.

- Either party may terminate this Contract at any time upon a breach by the other. If required, the costs incurred by the Tribe in hiring a replacement contractor shall be deducted from the Contract amount.

- The Tribe may terminate this Contract without penalty or cost at any time if the work performed by Contractor is determined by the Tribe, in its sole discretion, to not be reasonably satisfactory. If required, the costs incurred by the Tribe in hiring a replacement contractor shall be deducted from the Contract amount.

- This Contract shall terminate at any time if Tribal funds cease to be available.

- If this Contract is terminated pursuant to this Section, the terminating party shall send written notice to the other party. Contractor shall receive payment for the reasonable value of any work completed prior to termination.

SECTION 5: Payment

The total amount to be paid under this Contract, contingent upon the Tribe's acceptance of Contractor's work as reasonably satisfactory, shall not exceed $Click here to enter text.. This amount shall be paid as follows: **Invoices are to be submitted to Kathryn Frenyea, kfrenyea@nezperce.org, 541-432-2506 for review, approval, and payment.**

This project has federal funding sources and is subject to the Davis-Bacon Wage Act. All employees of the prime contractor or subcontractor(s) shall be paid wages as per Davis-Bacon Act. It is the responsibility of the contractor to determine applicable wage determinations (www.wdol.gov/dba.aspx).

SECTION 6: Personnel

- Independent Contractor. Contractor shall act as an independent contractor in the performance of its duties under this Contract. Contractor shall be responsible for payment of all applicable taxes including federal, state, and local taxes arising from its activities under this Contract. Contractor shall also be responsible for obtaining all necessary federal, state, or local permits in order to perform work under this Contract. The Tribe assumes no responsibility for damage to property of Contractor or for any injuries to Contractor's employees. Contractor and the Tribe are not engaged in a joint venture or partnership. Neither party can represent or bind the other.

- TERO Compliance. Contractor shall comply with all regulations and policies of the Tribal Employment Rights Office ("TERO") Title 9: Indian Preference in Employment and Contracting, including executing a **Compliance Agreement prior to initiating work under this Contract. Contact the TERO at (208) 843-7363 for further information**.

SECTION 7: Indemnification

To the fullest extent permitted by law, Contractor shall indemnify and hold harmless the Tribe and the Tribe's officers, guests, agents, and employees from and against all claims, damages, losses, and expenses, including but not limited to attorneys' fees arising out of, or resulting from, the performance of this Contract, provided that any such claim, damage, loss, or expense is not caused in whole or in part by any negligent act or omission of the Tribe, anyone directly employed by the Tribe, or anyone for whom the Tribe may be liable.

SECTION 8: Officials, Agents, and Employees of the Tribe Not Personally Liable

In no event shall any official, officer, employee, or agent of the Tribe be personally liable or responsible for: any covenant, whether expressed or implied; any statement, representation, or warranty made in connection with this Contract, or any provision thereof; or the performance of this Contract.

SECTION 9: Assignment and Delegation/Subcontracting

Contractor may not assign the rights or delegate the duties described under this Contract or subcontract any part of the work to be performed pursuant to this Contract, without the Tribe's prior written authorization. The Tribe may attach any reasonable conditions or limitations to the employment of any subcontractor.

SECTION 10: Binding Effect

This Contract is for the benefit only of the parties hereto and shall inure to and bind the parties hereto and their respective heirs, legal representatives, successors, and assigns.

SECTION 11: Notice

Any notice under this Contract shall be in writing and delivered in person or by public or private courier service including: the U.S. Postal Service Express Mail or certified mail, with return receipt requested, or by email. Any notice shall be addressed to the parties at the following addresses or at such other addresses as the parties may, from time-to-time, direct in writing.

NEZ PERCE TRIBE:

Both Departmental and Tribal Notification are required.

Departmental Notification to:

Name: Kathryn Frenyea
Title: NEOR/SEWA Project Leader
Address: P.O. Box 909
Joseph, OR 97846
Phone: 541-432-2506
Email: kathrynf@nezperce.org

Tribal Notification to:

Nez Perce Tribal Executive Committee
P.O. Box 305
Lapwai, ID 83540
Phone: (208) 843-2253
Email: NPTEC@nezperce.org

CONTRACTOR:

Name: _____

Title: _____

Address: _____

Phone: _____

Email: _____

Any notice shall be deemed to have been given on the earlier of (a) actual delivery or refusal to accept delivery, (b) the date of mailing by certified mail, or (c) the day email delivery is verified. Actual notice, however, and from whomever received, shall always be effective.

SECTION 12: Forum

The forum for any dispute concerning this Contract shall be the Nez Perce Tribal Court. This Contract shall be construed in accordance with the contract laws of the Tribe, as applicable. In the absence of such laws, the laws of the state of Idaho may be used as guidelines by the trier of fact.

SECTION 13: Sovereign Immunity

Nothing in this Contract shall be construed as a waiver or diminishment of the Tribe's inherent sovereign immunity.

SECTION 14: Severability

If any terms of this Contract are deemed to be illegal, void, or unenforceable, the remainder of the provisions herein shall remain valid and enforceable.

SECTION 15: Non-Waiver of Breach

The delay or failure of the Tribe to exercise any of its rights under this Contract for a breach by Contractor shall not be deemed to be a waiver of such rights and shall not be deemed to be a waiver of any subsequent breach by Contractor, either of the same provision or otherwise.

SECTION 16: Force Majeure

If Contractor is unable to perform its duties as described herein, in whole or in part, due to strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes thereof, governmental restrictions, governmental regulations, governmental controls, enemy or hostile governmental action, civil commotion, fire or other casualty, and other causes beyond the reasonable control of Contractor, the parties shall negotiate in good faith to reach an amicable settlement.

SECTION 17: Representations

Contractor represents and warrants that it has the full right and legal authority to enter into and fully perform its duties under this Contract, in accordance with this Contract's terms, without violating the rights of any third party and that it has all governmental licenses, permits, or other authorizations necessary to perform the duties herein described.

The individuals executing this Contract on behalf of the Tribe represent and warrant that they are duly authorized to execute and deliver this Contract on behalf of the Tribe in accordance with the Tribe's Revised Constitution and By-Laws adopted by the General Council of the Nez Perce Tribe on May 6, 1961 and approved by the Acting Commissioner of Indian Affairs on June 27, 1961.

SECTION 18: Insurance

- Contractor warrants that workers' compensation insurance is purchased for all agents or employees of Contractor engaged in the performance of work under this Contract and shall provide the Tribe with a certificate of insurance to verify the same prior to the execution of this Contract. Any changes in the status of such workers' compensation insurance shall be immediately reported to the Tribe.

- Contractor shall obtain and maintain comprehensive general liability insurance in an aggregate amount equal to or exceeding $1,000,000, which includes the type of work being performed by Contractor and Contractor's employees and agents under this Contract. This requirement may be satisfied by obtaining appropriate endorsement from an umbrella policy provider for the work being performed by Contractor under this Contract. Contractor shall provide the Tribe with proof of such coverage prior to the execution of this Contract. Any changes in the status of such comprehensive general liability insurance shall be immediately reported to the Tribe.

SECTION 19: Bonding

The awarded contractor is required to furnish the NPT with Performance and Payment bonds in the amount of 100% of the total contract amount before work commences. The surety company must be on the Federal Treasury Listing of Qualified Sureties (T-List), which can be found at: https://www.fiscal.treasury.gov/fsports/ref/suretyBnd/c57.htm

SECTION 20: Warranties

Contractor shall perform work in a professional, thorough, and skillful manner consistent with its profession's standards in the Pacific Northwest region. Contractor warrants that all of Contractor's employees or agents are properly certified to perform the work described herein and that Contractor and its employees or agents shall comply with all applicable laws, licenses, and other requirements without cost to the Tribe. The Tribe shall notify Contractor of any violation of this warranty within one (1) year of completion of work under this Contract. Otherwise, such warranty expires. All representations and warranties are to be interpreted expansively to afford the broadest protection available to the Tribe.

SECTION 21: Inspection

Definition. "Work" includes, but is not limited to, materials, workmanship, and manufacture and fabrication of components.

The Contractor shall maintain an adequate inspection system and perform such inspections as will ensure that the work performed under the contract conforms to contract requirements. The Contractor shall maintain complete inspection records and make them available to the Tribe. All work shall be conducted under the general direction of the Contracting Officer and is subject to Tribal inspection and test at all places and at all reasonable times before acceptance to ensure strict compliance with the terms of the contract.

Tribe inspections and tests are for the sole benefit of the Tribe and do not--
(1) Relieve the Contractor of responsibility for providing adequate quality control measures;
(2) Relieve the Contractor of responsibility for damage to or loss of the material before acceptance;
(3) Constitute or imply acceptance; or
(4) Affect the continuing rights of the Tribe after acceptance of the completed work under this contract.

The presence or absence of a Tribal inspector does not relieve the Contractor from any contract requirement, nor is the inspector authorized to change any term or condition of the specification without the Contracting Officer's written authorization.

The Contractor shall promptly furnish, without additional charge, all facilities, labor, and material reasonably needed for performing such safe and convenient inspections and tests as may be required by the Contracting Officer. The Tribe may charge to the Contractor any additional cost of inspection or test when work is not ready at the time specified by the Contractor for inspection or test, or when prior rejection makes reinspection or retest necessary. The Tribe shall perform all inspections and tests in a manner that will not unnecessarily delay the work. Special, full size, and performance tests shall be performed as described in the contract. The Tribe has the sole discretion to accept or reject the work performed.

The Contractor shall, without charge, replace or correct work found by the Tribe not to conform to contract requirements, unless in the public interest the Tribe consents to accept the work with an appropriate adjustment in contract price. The Contractor shall promptly segregate and remove rejected material from the premises.

If the Contractor does not promptly replace or correct rejected work, the Tribe may (1) by contract or otherwise, replace or correct the work and charge the cost to the Contractor or (2) terminate for default the Contractor's right to proceed.

If, before acceptance of the entire work, the Tribe decides to examine already completed work by removing it or tearing it out, the Contractor, on request, shall promptly furnish all necessary facilities, labor, and material. If the work is found to be defective or nonconforming in any material respect due to the fault of the Contractor or its subcontractors, the Contractor shall defray the expenses of the examination and of satisfactory reconstruction. However, if the work is found to meet contract requirements, the Contracting Officer shall make an equitable adjustment for the additional services involved in the examination and reconstruction, including, if completion of the work was thereby delayed, an extension of time.

Unless otherwise specified in the contract, the Tribe shall accept, as promptly as practicable after completion and inspection, all work required by the contract or that portion of the work the Contracting Officer determines can be accepted separately. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or the Tribe's rights under any warranty or guarantee.

SECTION 22: Proprietary Rights and Confidentiality

- All material produced as a result of this Contract is the property of the Tribe for the sole beneficial use of the Tribe and shall not be reproduced without written permission from the Tribe.

- Contractor shall not disclose to any third party, or use for any purposes other than the performance of its duties under this Contract, any document or information designated by the

Tribe, orally or in writing, as "confidential" or "proprietary," without express, prior written authorization from the Tribe. The receiving party shall treat the Tribe's confidential or proprietary documents and information as it would treat its own confidential or proprietary documents or information, and, in no event, shall it use less than a reasonable degree of care.

SECTION 23: Entire Agreement/Amendment

This Contract (including, Click here to enter text.) constitutes the entire understanding between the parties with respect to the subject matter herein and shall not be amended except by agreement signed by the parties' authorized representatives. If an amendment results in an increase or decrease in the cost of, or the time required for, the performance of any part of the work under the Contract, a mutually satisfactory adjustment shall be made, in writing, in the payment or delivery schedule.

IN WITNESS WHEREOF, the parties agree to the provisions set forth herein as evidenced by the signatures of their authorized representatives below:

NEZ PERCE TRIBE:

_____ _____

Samuel N. Penney, Chairman
Nez Perce Tribal Executive Committee

Date

_____ _____

Shirley J. Allman, Secretary
Nez Perce Tribal Executive Committee

Date

CONTRACTOR:

_____ _____

Date

Name: _____

Title: _____

EXHIBIT 2 – SITE PHOTOS AND MAP

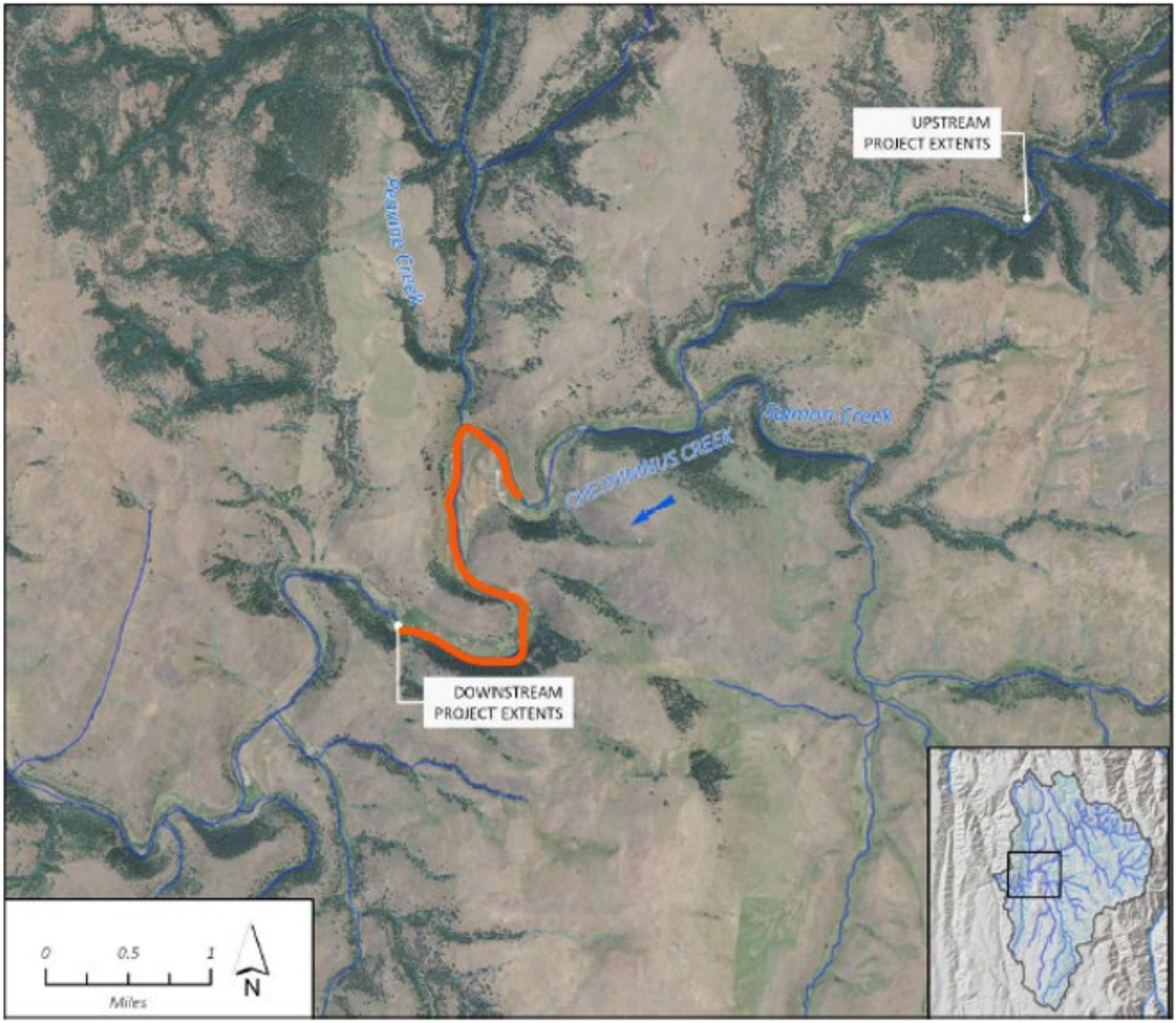


Figure 1. Chesnimnus Creek – Zone 4 (denoted by orange line) location map.



Figure 2. Chesnimnus Creek – Zone 4 photo point map. See associated photo point photos below (Figures 3-8).



Figure 3. *Photo Point #5:* Floodplain on left (west) bank of Chesnimnus Creek looking SE (upstream), between creek and ranch house.



Figure 4. *Photo Point #6:* Main channel Chesnimnus Creek immediately upstream of Peavine Creek confluence, looking east (upstream).



Figure 5. *Photo Point #7:* Main channel Chesnimnus Creek looking NW (upstream) at beaver dam complex downstream of Peavine Creek confluence.



Figure 6. *Photo Point #8:* Main channel Chesnimnus Creek looking west (upstream).



Figure 7. *Photo Point #9:* Main channel Chesnimnus Creek beaver dam, looking NE (upstream).



Figure 8. Photo Point #10: Main channel Chesnimnus Creek looking west (downstream).