

REQUEST FOR PROPOSALS (RFP)
FLATHEAD INDIAN RESERVATION, MONTANA

PLANTING SERVICES for
JOCKO RIVER BISON RANGE REACH RESTORATION 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 for Planting Services for Jocko River Bison Range Reach Restoration project and agree to provide the required services in accordance with the RFP and its contents.	
Submitted by (Printed Name):	
Title:	
Signature:	

Request for Proposals – Planting Services for the Jocko River Bison Range Reach Restoration Project

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 within the document, and be sure to submit all required items on time. Late proposal responses are not accepted.

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

- A 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

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@cskt.org. **Electronic copies of the Proposals must be received on August 28, 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.

SCHEDULE OF EVENTS

- | | |
|--|------------------|
| • RFP Issuance Date | 8/11/2025 |
| • Proposal Due Date | 8/28/2025 |
| • Intended Date for Contractor Selection | 9/4/2025 |

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
Division of Engineering and Water Resources
(406) 675-2700 Ext. 7238
Tabitha.Espinoza@cskt.org

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, August 28, 2025, from qualified contractors to provide services, equipment, and labor for Planting Services for the Jocko River Bison Range Reach (JRBRR) restoration project on the Flathead Indian Reservation. The CSKT project manager will be the responsible contracting officer representative for all contract-related matters.

CSKT intends to award a Small Project Agreement (Attachment 1). Offerors shall familiarize themselves with the contract requirements as part of the bidding process.

Contractors receiving contract awards shall be responsible, in total, for all work of any subcontractors. All subcontractors, if any, and their experience **must** be included in the proposal. The Contractor shall be responsible to CSKT for the acts and omissions of all subcontractors, or agents and of persons directly or indirectly employed by such subcontractors, and 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 derived from this RFP shall create any contractual relationships between any subcontractor and CSKT. If the prime contractor elects to utilize subcontractors, payment bond will be required at the time of contract award.

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/>.

PROJECT OVERVIEW

The CSKT are implementing a large-scale restoration project on the Bison Range Reach of the Jocko River located upstream from Sčilíp (formerly Dixon), Montana in Sanders County as displayed in Figure 1. The Jocko River Bison Range Reach (JRBRR) project is intended to restore approximately 2.8 miles of the Jocko River by reconstructing a new channel within historic meander sequences and restoring wetland and floodplain habitat along both the restored river and abandoned channel.

CSKT is seeking contractors to provide the following services: planting container-grown trees, shrubs, herbaceous forbs, and wetland plants in wetland and riparian areas near the newly constructed channel and within the abandoned/filled channel for phase 1 of the restoration project.

Request for Proposals – Planting Services for the Jocko River Bison Range Reach Restoration Project

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/>.

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.

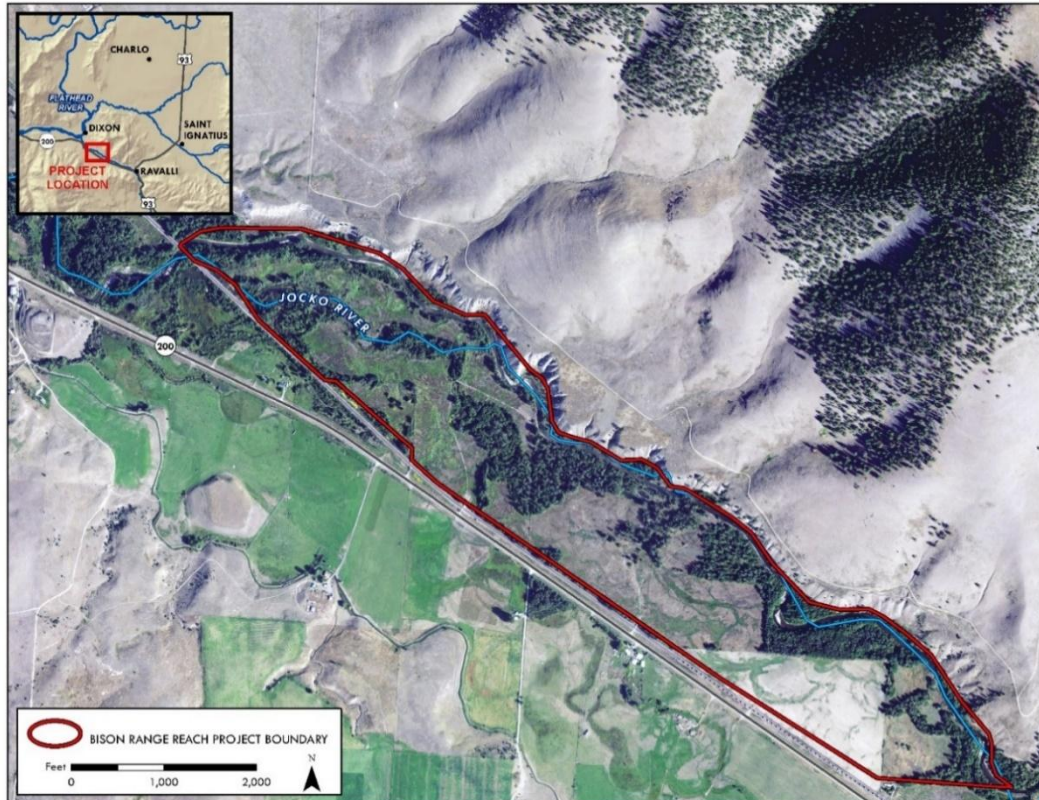


Figure 1. Overview of Jocko River Bison Range Reach restoration project location.

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.

Key Personnel: Offer shall provide the name and qualifications of the plant installation supervisor. The plant installation supervisor must have at least two years of native plant installation experience. The plant installation supervisor shall be present during planting to ensure installation of species within appropriate planting sites and that planting meets all other planting specifications described in this RFP.

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

EVALUATION CRITERIA

CSKT will award contract(s) to offeror(s) 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; past performance; method of providing services; Indian Preference score, and cost outlined in its proposal.

PROJECT SCHEDULE

The dates identified in the schedule are important to project construction timelines for the JRBRR; however, dates may be subject to change based on site and weather conditions that could negatively affect planting success. 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:

- | | |
|--|--------------------|
| • Plant deliveries to JRBRR begin on or before | September 30, 2025 |
| • Begin planting trees and shrubs along completed streambanks | October 15, 2025 |
| • Begin planting trees and shrubs in backfilled former channel | October 31, 2025 |
| • Planting herbaceous plugs in wetlands begins | June 30, 2026 |

Request for Proposals – Planting Services for the Jocko River Bison Range Reach Restoration Project

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 Qualifications, 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 if subcontractor utilized*

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

SECTION 3: SCOPE OF WORK

This Scope of Work describes the Tasks to be performed to support implementation of the Jocko River Bison Range Reach restoration project. Tasks include planting container-grown trees, shrubs, herbaceous forbs, and wetland plants. Work will occur within the Jocko River Bison Range Reach Project area, approximately one mile upstream of the confluence of the Jocko River with the Flathead River near Sčilíp (formerly Dixon), Montana in Sanders County.

General Duties and Responsibilities

The work described in this RFP is a component of a larger restoration project, which has been authorized with all the required permits, consultations and NEPA documentation. Work under this RFP will comply

Request for Proposals – Planting Services for the Jocko River Bison Range Reach Restoration Project

with all permits and consultations. Key requirements are included here, but other applicable requirements will be communicated by the owner, as needed.

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. 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.

Grizzly bear conservation measures must be adhered to at all times during work including the following mitigation measures to reduce risk to threatened and endangered species under the endangered species act:

1. 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.
2. Anyone working in grizzly bear habitat (i.e., contractors, partners, and federal 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.
3. Anyone working in grizzly bear habitat (i.e., contractors, partners, and federal employees) will comply with applicable attractant storage orders (<http://igbonline.org/food-storage-regulations-2/>). If no specific rule exists for the area, a review and adaptation of the available food storage orders will be considered adequate.
4. 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 habitat areas 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.
5. No new openings would be created in riparian management zones where the distance to cover would exceed 350 feet.
6. In areas that have existing wheeled motorized access conditions that are resulting in potentially significant effects to grizzly bears, motorized use will occur only during daylight hours, and no motorized access for aquatic restoration activities will occur further than 300 feet from an open road.
7. Grizzly bear sightings and or incidents will be reported to the CSKT wildlife program manager within 48 hours.
8. Promptly clean up any project related spills, litter, garbage, debris, etc.
9. Store all food related items, petroleum products, antifreeze, garbage, and personal hygiene items inside a closed, hard-sided vehicle or commercially manufactured bear resistant container.

Request for Proposals – Planting Services for the Jocko River Bison Range Reach Restoration Project

10. Remove garbage from the project site daily and dispose of it in accordance with all applicable regulations.
11. Notify the CSKT Wildlife Management Department Program of any animal carcasses found in the area.
12. Notify the CSKT Wildlife Management Department Program of any bears observed in the vicinity of the project.
13. Conduct project-related activities outside of construction limits in a manner which will not adversely affect federally listed species and/or designated critical habitat.

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, to the satisfaction of the CSKT Representative, at the expense of the Contractor.

Roles and Responsibilities

The CSKT Representative and Contractor will meet on site prior to beginning work to verify tasks.

The CSKT Representative will mark work locations, including the staging area and planting areas, with labeled flagging, stakes or other markers.

CSKT will provide plants and will coordinate the delivery of the plants to the project staging area in coordination with the Contractor. The Contractor is responsible for unloading plants upon delivery. The Contractor and the CSKT Representative will jointly inspect plants at the time of delivery. The Contractor will be responsible for ensuring the plant storage area is kept orderly and is properly secured outside of work hours. The Contractor is responsible for returning all empty plant containers to the staging area after planting is completed. The CSKT is responsible for returning the empty containers to the plant nursery.

Sanitation facilities will be available on-site.

CSKT will verify work has been completed as described in this statement of work.

Task 1. Mobilization

Task 1 involves preparatory work necessary to move personnel, equipment, supplies and incidentals to the Bison Range Reach project area in fall 2025. Mobilization will occur again in late spring or early summer 2026 for planting herbaceous plant species. This task includes the following:

- Establishing a staging area in a location indicated by or approved by CSKT.
- Designating fueling areas and procedures; having spill kits on site; and designating procedures for storage, transportation and disposal of fuel, oil, lubricants, hydraulic fluid, and other potentially hazardous fluids.
- Removal of all garbage, equipment, leftover material and incidentals from the project site at the end of work.

Request for Proposals – Planting Services for the Jocko River Bison Range Reach Restoration Project

Mobilization and demobilization are included in this task as well as the Offeror's project-related administrative costs.

Measurement. No measurement for Task 1 will be made.

Payment for Task 1 will be based on the lump sum price bid as provided in the Cost Proposal section of this RFP.

Task 2. Planting Container-Grown Trees, Shrubs, Forbs and Wetland Plants

Task 2 involves installing 5,475 container-grown plants. Plant materials and sizes include the following, see Table 1 for more details:

- 2,149 trees and shrubs in tall-one gallon containers (4- by 14-inches, TP414)
- 288 herbaceous forbs in 40 cubic inch containers (2.7- by 10-inches, D40)
- 3,038 wetland plugs provided in 10 cubic inch containers (10T)

Planting is scheduled to occur during Fall 2025 (approximately October 15 to December 1) for trees, shrubs, and herbaceous forbs and may potentially extend into spring 2026 (approximately April 1 to July 1) depending on weather, site conditions, and construction progress. Fall 2025 planting will occur as construction of the new channel and streambanks is completed. As construction work is completed along the reconstructed channel, the CSKT Representative will notify the Contractor when planting areas are marked and ready for planting. Planting for wetland plugs will occur in late spring or early summer of 2026 following spring runoff when soils are still moist in the planting areas (approximately June 30 to July 15). The CSKT Representative will coordinate with the Contractor on dates relative to spring runoff conditions.

Plants are being provided by the CSKT Tribal Forestry Nursery. Exact delivery dates will be coordinated between the nursery, CSKT, and the Contractor. The Contractor is responsible for meeting delivery trucks and unloading all plants in designated staging areas and organizing plants by container size and species. Exact staging areas and access routes will be determined prior to mobilization. The Contractor and the CSKT Representative will jointly inspect and approve plants for health prior to accepting the plants from the nursery. Following acceptance of the plants, the Contractor will be responsible for the plants while they are in designated staging areas, including providing shade, water, and temporary wildlife exclusion fencing as needed.

The Contractor will handle and install plants in accordance with the plant installation guidelines described below. The Contractor will unload and transport plants to designated planting locations from designated staging areas. Approximate planting locations are broken into categories for Woody Riparian (WR) planting, Woody Wetland (WW) planting, and Herbaceous Wetland (HW) planting, as shown in Figure 2. Final planting locations will be identified prior to planting by the CSKT Representative. The Contractor will return all plant containers to the designated staging area, organized by size, for CSKT to arrange for containers to be picked up or disposed of off-site.

Measurement for Task 2 will be by the number of plants, by each container size, installed and approved by the CSKT.

Payment for Task 2 will be based on the unit cost for installing plants by container size and approved by the CSKT.

Plant Installation Guidelines

- General guidelines:
 - All plant materials will be handled with care during transportation and installation to prevent damage. Plants will be transported by the container and not the plant stems or other parts of the plants.
 - All plants will be kept in their containers and protected from drying until installed. Immediately prior to planting, plants will be removed from their containers and the roots loosened if they are excessively root bound.
 - Planting locations will be field-fit within appropriate micro-sites in the designated planting units based on site microtopography and hydrologic requirements of the plant species (Figure 2). Approximate plant numbers by planting area and averaging spacing of plants information will be provided; however, plants must not be planted in rows and spacing must be varied. The CSKT Representative will provide an appropriate planting distribution.
 - Plants can be planted by hand or in some locations with an auger. Some locations may not be suitable for an auger due to site conditions and/or the need to interplant among other project treatments such as streambank structures, willow brush trenches, or floodplain roughness (placed logs and brush in newly constructed floodplain surfaces). Where floodplain roughness is present, plants shall be placed between the pieces of woody debris maintaining surface roughness and leaving all placed wood intact.
 - Planting holes will be larger than the diameter and depth of the plant container. For tree and shrub plants, the planting holes will be at least 2 inches more than the container height and 3 times the diameter of the container. The soil in and around the planting hole will be loosened to allow the roots to expand freely once the tree or shrub is planted. The entire root of the plant will be oriented straight downward so that roots are not pointed sideways or upward in the planting hole.
 - Once the plant has been transferred to the planting hole, the hole will be backfilled and gently tamped to remove any air pockets.
 - Plants shall be planted so their root collars are flush with the ground surface.
 - Plants will be watered immediately following planting (within 24 hours) with 1 gallon of water per plant for 10 cubic inch plants, 2 gallons of water per plant for 40 cubic inch plants, and 5 gallons for tall one gallon plants.
 - After watering, additional soil will be added to fill the planting hole as needed. Additional soil shall be mounded in a ring around the base of all plants to create a shallow water basin to help retain water.

Request for Proposals – Planting Services for the Jocko River Bison Range Reach Restoration Project

Table 1. Plant species schedule for Phase 1 Planting in Bison Range Reach project area.

Scientific Name	Common Name	Container Size	Plant Mix	Number
Trees and Shrubs				
<i>Alnus incana</i>	Mountain Alder	414	riparian	205
<i>Amelanchier alnifolia</i>	Serviceberry	414	upland	38
<i>Betula occidentalis</i>	Water Birch	414	riparian	103
<i>Cornus stolonifera</i>	Redosier Dogwood	414	riparian	103
<i>Crataegus douglasii</i>	Douglas hawthorn	414	riparian	103
<i>Juniperus scopulorum</i>	Rocky Mountain Juniper	414	upland	19
<i>Philadelphus lewisii</i>	Mock-Orange	414	upland	38
<i>Physocarpus malvaceus</i>	Mallow Ninebark	414	upland	38
<i>Pinus ponderosa</i>	Ponderosa Pine	414	upland	38
<i>Populus balsamifera</i>	Black Cottonwood	414	riparian	164
<i>Populus tremuloides</i>	Quaking Aspen	414	riparian, upland	221
<i>Prunus americana</i>	American Plum	414	riparian	103
<i>Prunus virginiana</i>	Chokecherry	414	riparian, upland	160
<i>Pseudotsuga menziesii</i>	Douglas Fir	414	upland	38
<i>Ribes aureum</i>	Golden Current	414	riparian	103
<i>Ribes inerme</i>	Whitestem Gooseberry	414	riparian	103
<i>Ribes lacustre</i>	Swamp Current	414	riparian, upland	141
<i>Rosa woodsii</i>	Woods Rose	414	riparian	103
<i>Salix bebbiana</i>	Bebb's Willow	414	riparian	103
<i>Salix geyeriana</i>	Geyer's Willow	414	riparian	103
<i>Sambucus cerulea</i>	Blue Elderberry	414	riparian	103
<i>Symphoricarpos albus</i>	Common Snowberry	414	upland	19
Herbaceous Forbs				
<i>Apocynum cannabinum</i>	Bitter Dogbane	D40	riparian	82
<i>Asclepias speciosa</i>	Showy Milkweed	D40	riparian	103
<i>Glycyrrhiza lepidota</i>	American Licorice	D40	riparian	103
Wetland Plugs				
<i>Carex utriculata</i>	Beaked Sedge	10T	wetland	760
<i>Geum macrophyllum</i>	Large-Leaved Avens	10T	wetland	151
<i>Glyceria grandis</i>	American Mannagrass	10T	wetland	456
<i>Helianthus nutallii</i>	Marsh Sunflower	10T	wetland	151
<i>Scirpus acutus</i>	Hardstem Bulrush	10T	wetland	760
<i>Scirpus microcarpus</i>	Small-Fruited Bulrush	10T	wetland	760
TOTAL				5,475



Figure 2. Planting locations in the Jocko River Bison Range Reach Phase 1 restoration project area.

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 thoroughly 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. complete cost proposal form (Section 5),
- c. signed CSKT Debarment Form, and
- d. Indian Preference Certification, if applicable.

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 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 individual/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. resume or summary of qualifications, work experience, education, skills, etc., which emphasizes previous experience in this area must be provided for all key personnel who will be involved with any aspects of the contract.
- c. the name and qualifications of the plant installation supervisor.

Request for Proposals – Planting Services for the Jocko River Bison Range Reach Restoration Project

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 proposed means and methods for installing the different sized plant materials, including propose tools to be used for planting and number of laborers proposed.

Request for Proposals – Planting Services for the Jocko River Bison Range Reach Restoration Project

SECTION 5: COST PROPOSAL FORM

Quantities: The number of quantities are estimates only and will be the basis for evaluation of bids. Final quantities for specific line items will be established during development of a contract and scope of work with the offeror(s) selected for the project.

Task	Description	Estimated Quantity	Units	Unit Cost	Total Cost
1	Mobilization – Fall 2025	1	Lump Sum		
	Mobilization – Spring 2026	1	Lump Sum		
2	Install tall one-gallon plants	2,149	Each		
	Install 40 cubic inch plants	288	Each		
	Install 10 cubic inch plants	3,038	Each		
				Total:	

Total Bid Price (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.

SMALL PROJECT AGREEMENT

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-Restoration Program** (“Owner” or “DEWR”) 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 complete the Project defined herein.
- B. The Contractor shall complete all Work as specified or indicated in the Contract Documents. The Project is generally described as follows:
 - 1. Planting services for the Jocko River Bison Range Reach Restoration Project involves planting container-grown trees, shrubs, herbaceous forbs, and wetland plants in wetland and riparian areas near the newly constructed channel and within the abandoned/filled channel for phase 1 of the restoration project.
 - 2. The Site of the Work areas are described in greater detail in the Contract Documents but generally located at the project site approximately half way between Ravalli, MT and Sčilíp (formerly Dixon), Montana in Sanders County along Hwy 200.

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 Program Manager. This Contract supersedes all other negotiations, representations, and agreements, whether written or oral. In the event of any inconsistency between the terms of this Agreement and the documents referenced, incorporated, or invoices submitted, the terms of this Agreement prevail. 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 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 Owner’s Program Manager who will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work thereunder.
- C. Program Manager will render a written clarification, interpretation, or decision on the issue submitted, or initiate a modification to the Contract Documents.

2.02 Contract Documents Defined**A. The Contract Documents consist of the following documents:**

1. This Contract.
2. Contents of the RFP, specifically Section 3, Scope of Work.
3. Contractor's Proposal.
4. 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, if applicable
 - c. CSKT Invoice Certification and Request for Payment Form
 - d. Change Orders form

ARTICLE 3 - ENGINEER**3.01 Engineer**

- A. None.**

ARTICLE 4 - CONTRACT TIMES**4.01 Contract Times**

- A. The Work will be substantially completed on or before July 1, 2026 and completed and ready for final payment on or before July 15, 2026. The project will be considered substantially complete when everything except the wetland plugs has been planted and accepted by Owner.**

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, Program Manager, 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. Not used.

4.05 Progress Schedules

- A. Not used.

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:

Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Price
1	Mobilization- Fall 2025	Lump Sum	1		
	Mobilization- Spring 2026	Lump Sum	1		
2	Install tall one-gallon plants	Each	2,149		
	Install 40 cubic inch plants	Each	288		
	Install 10 cubic inch plants	Each	3,038		
Total Not-To-Exceed Price					\$ 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.

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:	<u>Statutory</u>
Employer's Liability:	
Bodily Injury, each Accident	\$ <u>500,000.00</u>
Bodily Injury By Disease, each Employee	\$ <u>500,000.00</u>
Bodily Injury/Disease Aggregate	\$ <u>2,000,000.00</u>

b. Commercial General Liability:

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

c. Automobile Liability herein:

Combined Single Limit of:	\$ <u>2,000,000.00</u>
---------------------------	------------------------

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 USA/BIA 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
 - Confirmation of submission of Indian Preference Compliance Plan to the Indian Preference Office (within 10 business days)
- B. Once received in complete form, Owner will issue a DocuSign link for contract execution. Owner will return one fully executed counterpart of the Agreement, together with 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 (plant installation supervisor in RFP) 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 Program Manager 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 the officers, directors, members, partners, employees, agents, consultants, and subcontractors 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 Owner upon completion of the Work.
- B. Not used.

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 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 Owner 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 Owner determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Change Order will be issued.

7.10 Shop Drawings, Samples, and Other Submittals

- A. Not used.

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.

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 the officers, directors, members, partners, employees, agents, consultants and subcontractors 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 Program Manager.
- B. Owner shall make payments to Contractor as provided in this Contract.
- C. Owner shall provide Site access and easements required for 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, procedures, 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.

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION

- A. Not used.

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 ; 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 Program Manager 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, Program Manager 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 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 Program Manager's findings, conclusions, and recommendations.
- C. Program Manager 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.

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 Program Manager 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 Program Manager will have access to the Site and the Work at reasonable times for their observation and/or inspection. Contractor shall provide them proper and safe conditions for such access.
- B. Contractor shall give Program Manager timely notice of readiness of the Work for all required inspections, and shall cooperate with inspection personnel to facilitate required inspections.
- C. If any Work that is to be inspected or approved is covered by Contractor without written concurrence of Program Manager, Contractor shall, if requested by Program Manager, 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. Program Manager has the authority to determine whether Work is defective, and to reject defective Work.
- C. Prompt notice of all defective Work 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 Contractor shall prepare a schedule of values that will serve as the basis for progress payments. The schedule of values will be in a form of application for payment acceptable to Program Manager. 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.

14.02 Applications for Payments:

- A. Contractor shall submit an application for payment using **CSKT Invoice Certification Form**, no more frequently than monthly, to Program Manager **Tabitha Espinoza**. 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 Program Manager will process for payment or return the application for payment to Contractor indicating in writing Owner's reasons for refusing to recommend payment. The Contractor will make the necessary corrections and resubmit the application for payment.
- B. Program Manager will recommend reductions in payment (set-offs) which 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. Not used.

14.06 Substantial Completion

- A. The Contractor shall notify Owner in writing that the Work is substantially complete. Contractor shall at the same time submit to Owner an initial draft of punch list items to be completed or corrected before final payment.
- B. Owner will make an inspection of the Work with the Owner and Contractor to determine the status of completion. If Owner does not consider the Work substantially complete, Owner will notify Contractor and Owner in writing giving the reasons therefor.
- C. If Owner considers the Work substantially complete or upon resolution of all reasons for non-issuance of a certificate identified in 14.06.B, Owner will provide in writing a notice 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, Program Manager will promptly make a final inspection with 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; and
 - 3. A list of all disputes that Contractor believes are unsettled.
- C. The Work is complete (subject to surviving obligations) when it Owner issues 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. 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 Program Manager written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Program Manager 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, nor any of its 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 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.

17.13 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 Tabitha Espinoza, Restoration Program Manager	Attn: Name
PO Box 278	Address
Pablo, MT 59855	City State Zip

This document is a modified version of EJCDC C-522, Copyright 2018 by the National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers, or is based in part on excerpts from copyrighted EJCDC documents. Those portions of the text that originated in copyrighted EJCDC documents remain subject to the copyright.

DRAFT

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

ATTACHMENT A

Insert:

- Scope of Project, from RFP
- Project Schedule/Milestones from RFP

DRAFT