

Confederated Tribes and Bands
of the Yakama Nation

Established by the
Treaty of June 9, 1855



Advertisement and Notes for Proposals for a

Reach Assessment and Riparian Analysis on Satus Creek, Yakama Reservation

April 10, 2025

Dear Consulting Firm:

The Yakama Nation's Fisheries Program is pleased to announce that we will be accepting proposals for a stream reach assessment and riparian analysis over 8 river miles of Satus Creek.

The deadline for submitting your proposal is **May 16th by 5 PM.**

Proposals will not be accepted after this date/time.

NOTICE IS HEREBY GIVEN:

Request for Proposal – MUST BE MAILED AND EMAILED TO BE CONSIDERED.

- 1. Please mail a hard copy of your proposal by certified mail, overnight or similar means to:**

Yakama Nation Fisheries
C/O Carol Sue Martin
ATTN: Loverne George
PO BOX 151
Toppenish, WA 98948

Delivery and stamping of the hard copy will
constitute formal receipt of proposal.

- 2. Please email electronic bid proposals with the email subject as:
Satus Reach Assessment and Riparian Analysis Proposal – Name of Firm. Send to the
following:**

Loverne George, geol@yakamafish-nsn.gov

Email verification will be sent to confirm receipt of proposal submission. *Do not email bids to YN employees other than Loverne George.*

For technical questions ONLY regarding the RFP:

Document the email subject as:

Satus Reach Assessment and Riparian Analysis Proposal Question – Name of Firm. Send to the following:

1. Rae Handy - hanr@yakamafish-nsn.gov
2. Audrey Scott - scoa@yakamafish-nsn.gov
3. Brandon Rogers - rogb@yakamafish-nsn.gov

Critical Dates

- Site Tour: **April 24 at 9 AM**
- Bid Submission Deadline: **May 16 by 5 PM**
- Contractor selection: **June 23**
- Contract and scope review with selected contractor: **June 30**
- Contract is fully signed: **July 1**

PROJECT DESCRIPTION

Introduction and Background

The Yakama Reservation Watershed Program (YRWP) is seeking proposals for a stream habitat assessment and riparian analysis along 8 river miles (RM) of Satus Creek. There are two assessment reaches extending from RM 10-14 (46.287612, -120.232031; 46.2653498, -120.2879240) and 29.5-33.5 (46.1888536, -120.4888846; 46.145146, -120.5124752) (Figure 1). The purpose of this assessment is to identify potential habitat restoration opportunities that best address key ecological concerns. This will be done through the collection of a variety of field based data (i.e., geomorphic, biological, and Forest Service Level II habitat data) and detailed analysis of hydrologic interactions. Reach Based Ecosystem Indicators (REIs), restoration strategies, and a project prioritization list will be produced to allow YRWP to plan and prioritize implementation of future fish habitat restoration actions. Additionally, an in-depth analysis of conditions within 850 acres of riparian forest will assess the extent, effects, and causes of riparian cover decline along Satus Creek in the project reaches, to support the development of riparian restoration strategies that will benefit middle Columbia steelhead and Pacific Lamprey.

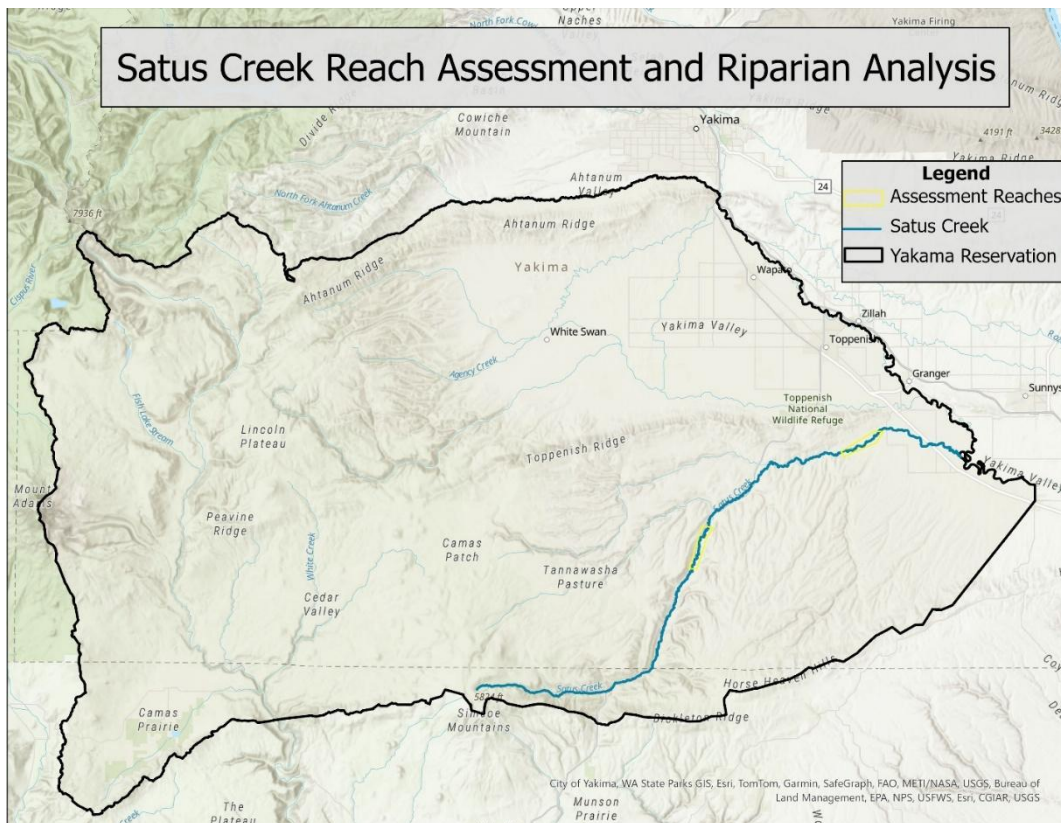


Figure 1. Reference map of Satus Creek in relation to the Yakama Nation Reservation.

Yakama Nation RFP for Satus Creek Reach Assessment & Riparian Analysis

The vast majority of the project area is unmanaged lowland shrub steppe and floodplain riparian forest. Currently, the area has variable grazing pressure with some less impacted areas and other severely overgrazed zones. Because the stream flows through semi-arid shrub steppe, trees in the project area are restricted to the riparian zone. Dominant species include black cottonwood, white oak, trembling aspen, ponderosa pine, and white alder. The understory supports many species of riparian shrubs and forbs, and willows of several species line the active channel. Riparian cover is intermittent and patchy, due to natural variation in soil moisture, land-use disturbance, and presumably 20th century irrigation withdrawals. The Yakama Nation purchased all water rights on Satus Creek in the 1990s, ending irrigation activity. In addition to the overall documented net loss of riparian cover, Yakama Nation is especially concerned with select locations that appear to lack post-fire successional re-vegetation (Figure 2). Future restoration projects are planned for these areas of concern; however, more information on riparian processes is needed to ensure planting survivability.

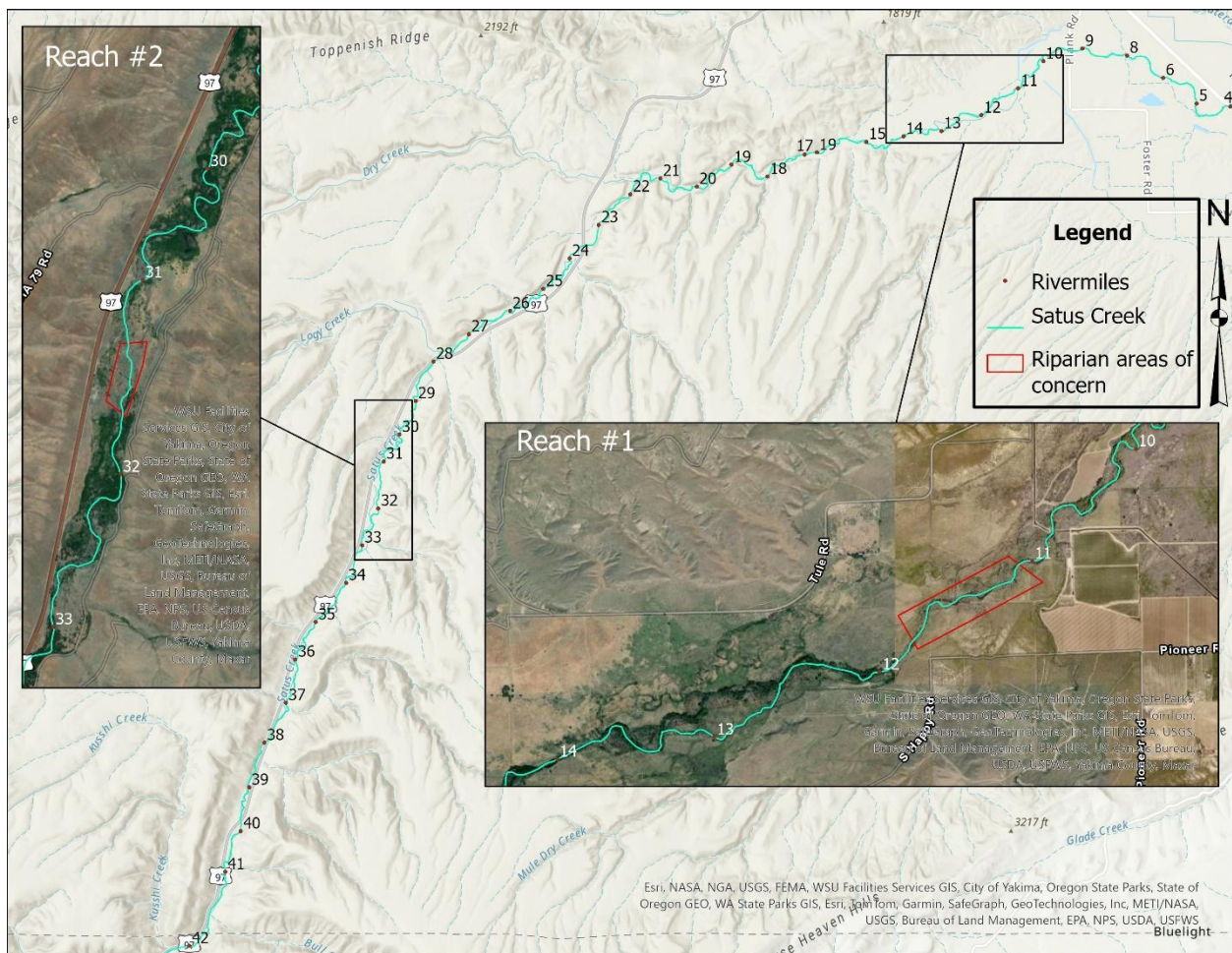


Figure 2. A map of the assessment reaches with areas of special concern highlighted in red.

Flow regimes throughout Satus Creek are highly variable. The average discharge is 115 cfs, with summer flows reaching 10 to 20 cfs; however, the 2-year flood is 2,000 cfs, and the 100-year flood is 11,000 cfs

(max of 33,000 cfs in January 1974). River miles 25 to 35 are highly intermittent in the dry season, with fully perennial flow occurring only in the wettest years, while the spring fed inflow of Logy Creek creates perennial conditions below RM 25. RM 39 to 19 are well connected to moderately incised, while RM 19 to 7.5 are incised by up to 15 feet. RM 13 to 7.5 flow through a broad plain where intense agricultural clearing in the 20th century shifted the stream to the side of the valley, where it is currently creating a new, incised floodplain. Hydraulic modelling will be done through a 2D HEC-RAS hydraulic model to highlight variations in stream energy during distinct flow events. These models will facilitate the analysis of landscape-scale interactions between floodplain topography, anthropogenic infrastructure, flow modifications, and riparian vegetation.

The selected consulting firm will complete both a reach assessment and a full riparian assessment within the project area. Both assessments will be compiled into a final report, the *Stream Corridor Assessment and Restoration Strategy Report*. This report will support the development of a restoration action plan by providing critical data and knowledge regarding the riparian forest conditions and ecological processes present at Satus Creek. Yakama Nation will use the report to establish a baseline for monitoring of riparian forest conditions in the future, as well as prioritize instream restoration actions to benefit steelhead habitat. The strong links between riparian forest integrity and aquatic habitat quality for steelhead and lamprey drive the need for this project.

Project Objectives:

1. Conduct a reach assessment for 8 river miles of Satus Creek.
2. Complete a riparian assessment of the 850 acres of riparian forest at the project sites.
3. Develop a conceptual model of riparian forest processes at Satus Creek based on field and remote sensing data.
4. In-stream restoration objectives from reach assessment.
5. Identify riparian restoration strategies and opportunities.
6. Develop a monitoring plan to track riparian conditions over time.
7. Evaluate the forest's response to future climate change.
8. Produce draft and final reports, and associated data sets, clearly describing the findings.

A field tour is scheduled for **April 24th at 9 AM** where contractors will be given the opportunity to see representative sections of the study area and ask questions. All consultants who wish to attend will RSVP for the field tour by emailing hanr@yakamafish-nsn.gov no later than **April 21**. Please provide the name and cell phone number of the people who will attend the site tour.

Suggested Schedule (contractor may propose alternate schedule)

- 2025 - Contract is signed
- Summer/Fall 2025 - Assessment timelines
- Fall/Winter 2025 to Spring 2026 - Groundwater data collection and analysis
- 2027 - Final reports

SCOPE OF WORK

The proposed scope of work, including a cost estimate, should reflect the following design and budget components.

1. Project Initiation

1. Acquisition and Review of Available Data
 - Yakama Nation (YN) to provide available data, historical photos, drone footage, and reports on assessment areas.
 - Contractor to undertake basic search and acquisition of publicly available documents
 - Contractor to create and maintain a project bibliography and reference list of relevant reports, literature, and data used for the project.
 - Contractor to create and maintain a password protected file share for the project.
2. Kickoff meeting
 - Confirm overall project approach and scope of work with respect to objectives, tasks, communication, review periods, and schedule.
 - Field planning: access points, landowner notification plan. The contractor provides detailed maps for required site access.
 - Access locations are subject to change based on private landowner permission (all outreach will be conducted by YN staff).
3. Tech Memo – Project Plan Description
 - Summarizing goals and objectives, approach, schedule, field access plan. Contractor and YN agree on a detailed implementation plan.
 - Tech memo describes how previous assessments in the project zone and other relevant available data and reports will be integrated and synthesized into the final comprehensive restoration strategy.

2. Assessment Area Characterization

1. Summarize biophysical setting
 - Landscape-scale geology, geomorphology, soils, climate, vegetation, and topography.
2. Summarize fish use and status
 - Work closely with YN Fisheries biologists to characterize fish use, distribution, status, and habitat conditions.
3. Summarize historical human disturbance
 - Explain how past land use actions play a role in current stream conditions.
 - Identify existing anthropogenic features and describe how they influence the hydrology and geomorphology of the study area.

4. Geomorphic Analysis
 - Floodplain surface mapping using REM, LiDAR, and Hydraulic Model results.
 - Identify general areas of floodplain encroachment, channel migration (i.e., historical vs modern), and floodplain disconnection.
 - Identify disconnected side-channels with the highest potential for restoration success.
5. Hydraulic Modeling
 - 2D HEC-RAS Model representing inundation during variable flow events including at least the following return intervals: average low-flow, 2yr, 10yr and 100yr.
 - Use available flow data where possible and StreamStats where data is not available.
 - Identify hydrologic impairments and anthropogenic alterations to flow regime.
6. Climate Change
 - Describe potential changes in key watershed processes, including fish distribution, hydrology, and thermal regime due to projected climate change for the project area.

3. In-Stream Field Work (Reach Assessment)

*Where objectives of each respective survey align, field data may be collected simultaneously at the contractor's discretion.

1. Habitat Survey
 - Field-based habitat metrics (USFS Level II protocols): habitat units (pools, riffles, glides, off-channels), residual pool depth, active channel width, large wood counts, pebble counts, and riparian conditions.
 - Relate habitat conditions to native salmonid and lamprey life-history requirements.
 - The results will be summarized in tables and figures with associated narrative interpretations, especially as they apply to the identification of habitat enhancement activities.
2. Geomorphology Field Assessment
 - A geomorphologist will survey each reach within the study area and characterize biophysical conditions and channel processes.
 - Identify and map anthropogenic features and their impacts.
 - Sediment characterization by reach: types, distribution, availability (ocular with gravel counts done periodically for validation).
 - Characterize riparian ecological processes (species communities, conditions for veg establishment, LW recruitment potential, stability and roughness, human impacts).
 - Map and describe groundwater features such as spring brooks, bank seepage, or other indicators.
 - Characterize reach scale thermal processes (channel geometry, shading, stratification, hyporheic dynamics, and groundwater and surface water inflows) with respect to geomorphic, riparian, and hydrologic structures and processes.

- Relate reach scale processes, habitat conditions (including thermal), and geomorphological status to the projected effects of climate change.
- 3. Project ID Survey
 - Identify potential restoration areas for future projects.
 - Map potential project sites (via georeferenced PDF or geodatabase).
 - Provide a description of the proposed project accompanied by an enhancement strategy outlining the ecological benefits and concerns.

4. Riparian Forest Assessment

1. Characterize the Watershed/Landscape Conditions
 - Delineate and characterize Landscape Units.
 - Summarize biophysical settings, including the community structure, composition, and habitat type of the forest.
 - Describe disturbance regimes, e.g., presence of fire, invasive species outbreak, wind throw, fluvial disturbances/flooding, alluvial deposition, rapid accumulation of organic material, etc.
 - Provide an analysis of the hydrology, characterizing surface hydrology and its effects on the surrounding vegetation community. This will help to gain an understanding of how the hydrology is affecting the surrounding forest.
2. Floodplain and Geomorphology Analysis
 - Use aerial imagery to map forest extent and type, overstory canopy composition, and stream shading.
 - Use aerial imagery time series to determine forest area loss or gain since 1996 (year of last assessment).
 - Use existing LiDAR data to measure forest structure and height, and stream shading.
 - Conduct ground based sampling to determine the forest age structure, understory vegetation composition, and to ground-truth aerial imagery analyses.
 - Evaluate key ecological processes, including reproduction, instream large woody debris dynamics, response to disturbances such as fire and grazing, interaction with geomorphic processes, and mortality.
3. Groundwater Monitoring
 - Install piezometers at locations selected by YN hydrogeologists.
 - Monitor groundwater and record and analyze data.
 - Produce a groundwater model based on data acquired from the piezometers.
4. Vegetation Analysis
 - Create a vegetation sampling design plan and conduct pilot sampling.
 - Conduct vegetation field sampling.
 - The vegetation sampling plots will be utilized to develop a conceptual model of the processes present within the riparian forest.

- Monitor, record, and analyze vegetation data collected from the sample plots.
- Develop a conceptual model of riparian processes and interactions at the reach sites.

5. Tech Memo – Riparian Forest Condition and Physical Processes

- Describe and summarize the physical processes observed from tasks 4.1-4.3 in the project area and summarize data found in the study along with the conceptual model and relevant maps.
- Include the groundwater model produced in task 4.3
- The plan and initial results of the pilot study will be reviewed by Yakama Nation and the contractor will address comments as necessary.

5. Evaluation, Project Identification, and Prioritization

1. Develop Reach Based Ecosystem Indicators (REI metrics)

- Populate regional REI metrics for each delineated subreach within the study area.
- REI metrics will be based on the results of habitat, geomorphic, and hydraulic assessments.

2. Project Identification

- Identify restoration opportunities based on site observations of geomorphology, habitat, riparian, and land-use impairments.
- Produce draft project descriptions that include geographical information, a summary of existing conditions, treatment alternatives, and feasibility considerations.

3. Prioritization

- Develop prioritization and long-term restoration sequencing recommendations for projects identified during field surveys.
- Prioritization will be based on current ecological function, potential biological benefit, future trajectory, recovery potential, and socio-economic factors.

6. Stream Corridor Assessment and Restoration Strategy Report

1. DRAFT Assessment and Restoration Strategy Report: Compile materials and results from Tasks 2-6; integrate and synthesize previous assessment reports and work products of the current assessment, provide to YN Technical Team for review
2. FINAL Assessment and Restoration Strategy Report: integrate review comments, refine report sections, and produce Final reports.

Deliverables:

1. Initial meeting with YN staff to discuss the project scope, timeline, data needs, and data availability.
2. **All** tasks outlined in the Scope of Work, **including technical memos** for review by YN.
3. DRAFT Assessment and Restoration Strategy Report for YN Technical Team review.
4. FINAL Assessment and Restoration Strategy Report, including any databases, geospatial data, bibliographies, modeling or other data developed as part of the contract.
5. Any and all geospatial data developed as part of this contract delivered in ESRI geodatabase format.

Assumptions:

1. YN will assist with site access in the assessment area.
2. YN will provide relevant data to the contractor on request within a reasonable time frame, assuming it is readily available.
3. YN will provide reviews and comments in a reasonably timely fashion in response to drafts of deliverables submitted by the contractor.
4. YN will designate a project lead who will maintain close communication and coordination with the contractor for this work.

PROPOSAL QUALIFICATIONS AND SELECTION

Evaluation and Selection Process

Bids will be evaluated and scored by YN staff on the following basis:

1. Quality, clarity, and completeness of the proposal.
2. Cost and value. Preference will be given to lower costs and higher value per cost, all other factors being equal.
3. Timeline, with a preference for quicker delivery of the final plans and report.
4. Experience and disciplinary breadth and diversity of the contractor project team. YN prefers a team that includes fish biologists, geomorphologists, hydrologists, hydrogeologists, and riparian ecologists, at a minimum.
5. Adequacy and quality of staff and methods proposed.
6. Familiarity with Satus Creek and Columbia Basin anadromous salmonid and lamprey biology and habitat requirements.
7. References.
8. **Please note that Tribally owned firms are preferred.**
 - a. YN Fisheries will award the Project contract to the responsive bidder whose bid conforms with all the material terms and conditions of the invitation for bids and scores the highest in the Bid Scoring Sheet (Table 1) below.

Bid Scoring Sheet	Score each category from 1 to 5, 5 being highest.	
	Scoring Criteria	Bid Score
1	Cost and value	
2	Timeline	
3	Quality and completeness of proposal	
4	Experience and disciplinary breadth: have fish biologist, geomorphologist, hydrologist, hydrogeologist, riparian ecologist.	
5	Quality and relevance of previous projects	
6	Familiarity with the project area and with Columbia Basin anadromous fish biology and habitat.	
7	References	
8	Tribally owned (Yes = 5 points, No = 0)	
	Total Score	

Table 1. Contractor Bid Scoring Sheet

Minimum Qualifications for a responsive proposal

- Contractors will RSVP for the field tour by emailing hanr@yakamafish-nsn.gov no later than **April 21**. The tour will depart the Yakama Nation Fish and Wildlife Building (4690 WA-22, Toppenish, WA) at **8 AM on April 24**.
- Any technical questions in regard to this request for proposals must be emailed to Rae Handy at hanr@yakamafish-nsn.gov by **May 8 at 4 PM**. Upon receipt of an inquiry an email containing the original question and associated response from YN will be sent out to each contractor.
- Each proposal must be received by the Yakama Nation by **May 16 at 5 PM**. Proposals will be submitted via email. Please send it to Loverne George at geol@yakamafish-nsn.gov. Although email submission will be accepted, this will remain a sealed-bid process meaning that the project lead (Rae Handy) will not view proposals sent by contractors until the closing date of **May 16th at 5 PM**. Loverne will send a confirmation receipt to the contractor to verify official bid submission.

Proposals must include:

- Proposal submittal content
- Project approach
- Relevant past projects and references:
 - Provide three recent references who can be contacted concerning your firm's RFP. In listing the references, include the name of the client, telephone number, e-mail address, contact person, and the specific work your firm did for the client. The Yakama Nation reserves the right to contact references other than those submitted by the respondent.
- Each proposal must include a roster of key personnel proposed to work on this project, including resumes. Each proposal must include a statement of qualifications pertaining to the bidder's ability to complete the project specifications within the scope of work.
- Each proposal must include an itemized budget breakdown aligned with the scope of work (see *Budget Table* section), including:
 - Billing rate schedule by position classification and estimated hours per task
 - Vehicle, lodging, and other travel expenses
 - Charges for equipment, printing, or other costs
 - Direct expenses (if applicable)
 - A cost proposal certified by signature as being valid for at least 180 days is required.
- Proposals must contain a reasonably detailed timeline aligned with the scope of work and the deliverables.

Designated Representatives

The designated representatives for the Yakama Nation are:

Rae Handy

e-mail: hanr@yakamafish-nsn.gov

Mobile: TBA

Alternate: Becca Mitre

e-mail: mitr@yakamafish-nsn.gov

Mobile: 509-506-5026

Contractor's Obligations

The contractor shall furnish all supervision, labor, equipment and tools necessary to complete the project as outlined in the proposal. Sub-contracting services are permitted with written permission from the YN designated representative.

Payment Schedule

Payment will be made as follows to the contractor and subcontractor.

The Contractor will bill Yakima Nation on a monthly basis. Invoices will be due no later than the 15th day of month subsequent to the month in which billable work was completed. Each invoice should specify what tasks were completed and match up with the tasks outlined within the bid packet and finalized contract between the winning contractor and the Yakama Nation.

Supplementary documentation, including, but not limited to, receipts, mileage logs, and hour breakdowns, must be included with each invoice in order to be processed. Invoices and supplementary documentation from the subcontractor will need to be submitted on a monthly basis. These invoices will be processed, and sent to the Contractor, who will be responsible for forwarding the appropriate funds to the subcontractor.

Yakama Nation RFP for Satus Creek Reach Assessment & Riparian Analysis

BUDGET TEMPLATE

Contractors will fill out the table below to ensure that cost-value analysis during the YN bid evaluations process is consistent amongst proposals.

#	Task Description	Budget Allocation	Estimated Timeline
1	Project Initiation		
1.1	Acquisition and Review of Available Data		
1.2	Field Kickoff Meeting (1 day field meeting plus prep and travel)		
1.3	Technical Memo - Project Plan Description		
2	Assessment Area Characterization		
2.1	Summarize Biophysical Setting		
2.2	Summarize Fish Use and Status		
2.3	Summarize Historical Human Disturbance		
2.4	Geomorphic Analysis		
2.5	Hydraulic Modeling		
2.6	Evaluate Changes Due to Climate Change		
3	In-Stream Field Work (Reach Assessment)		
3.1	Habitat Survey		
3.2	Geomorphology Assessment		
3.3	Project ID Survey		
4	Riparian Forest Assessment		
4.1	Characterize Watershed/Landscape Conditions		
4.2	Floodplain and Geomorphology Analysis		
4.3	Groundwater Monitoring		
4.4	Vegetation Analysis		
4.5	Technical Memo – Riparian Forest Conditions and Physical Processes		
5	Evaluation, Project Identification, and Prioritization		
5.1	Develop Reach Based Ecosystem Indicators (REI metrics)		
5.2	Project Identification		
5.3	Prioritization		
6	Stream Corridor Assessment and Restoration Strategy Report		
6.1	DRAFT Assessment and Restoration Strategy Report		
6.2	FINAL Assessment and Restoration Strategy Report		
Subtotal			
Direct Expenses			
Direct Expenses Allocation			
Office Expenses			
Field Supplies			

Yakama Nation RFP for Satus Creek Reach Assessment & Riparian Analysis

Mileage	
Lodging	
Per Diem	
Direct Expense Subtotal	
Total Cost	

SAMPLE CONSULTANT AGREEMENT

[SAMPLE] CONSULTANT AGREEMENT

BETWEEN:

THE CONFEDERATED TRIBES AND BANDS OF THE YAKAMA NATION

on behalf of its _____ program
P.O. Box 151 / 401 Fort Road
Toppenish, WA 98948
General Phone: (509) 865-5121
Program Phone:
(HEREAFTER “YAKAMA NATION”)

AND

[CONSULTANT NAME]

Address Line 1
Address Line 2
Phone:
(HEREAFTER “CONSULTANT”)

This Consultant Agreement (“Agreement”) is executed by and between Consultant and Yakama Nation, a federally recognized sovereign Nation pursuant to the Treaty with the Yakamas of 1855 (12 Stat. 951). Consultant and Yakama Nation may be collectively referred to herein as the “Parties,” and each may be referred to as a “Party.”

TERMS & CONDITIONS

1. **Term.** The effective term of this Agreement shall be from _____, through _____, absent a valid termination action in accordance with the express terms of this Agreement.
2. **Consultant Obligations.** The Consultant agrees to perform services as set forth below and detailed in the attached “Exhibit A – Statement of Work” (collectively, the “Services”).
3. **Designated Staff Contacts.** The following Staff Contacts shall act as the primary points of contact for the Parties during the term of this Agreement. Yakama Nation and Consultant agree that these Staff Contacts are designated for purposes of technical communication and service coordination only, and shall have no authority to authorize any changes, modifications, or addendums to this Agreement. The Parties may from time to time change their designated Staff Contact by giving the other party reasonable notice of such change.

Yakama Nation’s Staff Contact:

Name:	
Address:	
Phone:	
Email:	

Consultant's Staff Contact:

Name:	
Address:	
Phone:	
Email:	

4. **Notice; Designated Legal Contacts.** Any and all legal notice required by or issued pursuant to this Agreement must be provided in writing, and shall be delivered postage pre-paid via certified mail or a reputable overnight courier to the following Legal Contacts:
- 4.1. Legal notice to Consultant shall be at the address set forth on page one of this Agreement, and care of the Consultant's designated staff contact identified above.
 - 4.2. Legal notice to the Yakama Nation shall be to the Yakama Nation Tribal Council Chairman at the address set forth on page one of this Agreement, with courtesy copies sent to the Yakama Nation's designated Staff Contact listed above, and to the Lead Attorney of the Yakama Nation Office of Legal Counsel at P.O. Box 150, Toppenish, WA 98948.
 - 4.3. Either party may from time to time change its designated address for legal notice, or designated Legal Contact(s) for notice, by giving the other party reasonable notice of such change in writing.
5. **Change Orders.** Consultant understands and agrees that any material changes, modifications, or addendums to this Agreement and/or the underlying Project must be authorized in writing by the Yakama Tribal Council, acting through its designated representative Committee via duly authorized Committee Action, and executed by the Yakama Tribal Council Chairman.

6. Compensation.

- 6.1. *Maximum Compensation.* The **maximum total compensation amount** approved by Yakama Nation and payable to Consultant under this contract is limited to, and ***shall not exceed*** _____ (\$_____); which amount shall include any and all compensation for Services and “Eligible Expenses” (including but not limited to mileage, travel, and payment or reimbursement of direct actual costs and expenses,) as further described below and set forth in detail in the attached “Exhibit B – Budget.” If Exhibit B describes separate and specific maximum compensation amounts for Services and expenses, then at the end of the term of this Agreement, any remaining balance in the amount allocated for expenses may be used by Yakama Nation, at its sole discretion, to cover fees for authorized Services, so long as the total compensation amount set forth above is not exceeded.
- 6.2. *Rates.* Yakama Nation shall compensate Consultant according to the billing rate(s) and/or fee schedule(s) set forth in Exhibit B in an amount not to exceed that stated in Section 6.1 above.
- 6.3. *Eligible Expenses.* Consultant may only seek reimbursement for Eligible Expenses, which are those reasonable expenses incurred with the prior written approval of Yakama Nation or its designated representative. For Eligible Expenses, Consultant must provide a receipt or other proper proof of expense to receive reimbursement from Yakama Nation.
- 6.3.1. *Travel Expenses.* Subject to applicable law, Yakama Nation shall evaluate and determine the reasonableness and allowability of travel expenses in accordance with the standards set forth in 41 C.F.R. Subtitle F, Chapter 301, as amended. Provided, however, that where such standards conflict with any Yakama Nation law or policy, the Yakama Nation law or policy shall govern.
- 6.3.2. *Ownership of Expensed Items.* Yakama Nation shall retain sole and exclusive ownership of all property – real, movable, and/or intellectual – for which Yakama Nation has provided any reimbursement to Consultant under this Agreement. Consultant shall promptly deliver to Yakama Nation any Yakama Nation property upon request, or at the completion or termination of this contract.
- 6.4. *Availability of Funds.* Notwithstanding any other provisions of this Agreement, Consultant understands and agrees that compensation for Services and expenses under the terms of this Agreement shall be contingent upon the availability of funds (a) placed to the credit of Yakama Nation in the Treasury of the United States, (b) appropriated by Congress, or (c) from local funds maintained in the name of the Yakama Nation.
- 6.5. *Federal & Grant Funds.* Consultant understands and agrees that contracts funded by federal funds or other grant funds may be subject to certain legal requirements. These may include, but are not limited to, those requirements set forth in the United States Office of Budget Management’s Uniform Guidance, 2 C.F.R. Part 200, and/or the terms of an applicable source grant. Consultant agrees to comply with and utilize funds in accordance with all applicable laws, regulations, and guidelines, and in accordance with any applicable grant or contract terms. Consultant understands and agrees that the use of such

funds may be subject to audit by the grantor. Consultant shall reimburse Yakama Nation for any costs of the Consultant that are disallowed by a grantor.

6.6. *Invoicing & Payment.* Consultant shall submit monthly invoices and appropriate supporting documentation to Yakama Nation, including, but not limited to, expense receipts and a brief summary of daily activities associated with Services performed by Consultant. Unless the Parties agree in writing to different terms, invoice periods shall begin on the first day of each month and end on the last day of each month. Invoices shall be submitted by Consultant to Yakama Nation's designated Staff Contact within fifteen (15) days after the end of the month in which the Services were provided and/or expenses were incurred. Consultant waives the right to receive full payment on invoices submitted more than sixty days following the end of the proper invoice period.

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

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

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

8. **Performance.**

- 8.1. *Independent Contractor.* Consultant shall employ, at its own expense, all personnel reasonably necessary to perform the Services contemplated by this Agreement. Such personnel shall not be considered Yakama Nation employees. Consultant shall be responsible to ensure that all personnel engaged in performing Services are fully qualified to undertake the work in accordance with applicable tribal, federal, state, and local laws. Consultant shall at all times in performance of this Agreement operate as, and have the status of, an independent contractor, and will not be an agent or employee of Yakama Nation; nor will Consultant or its personnel be entitled to any employee benefits provided by the Yakama Nation. The Parties are not engaged in a joint venture or partnership. Neither party can represent or bind the other.
- 8.2. *Discrimination.* Consultant shall not discriminate against any employee or applicant for employment because of handicap, race, age, religion, or sex. Consultant will take affirmative steps to ensure that applicants are employed, and that employees are treated fairly during employment, without regard to their handicap, race, age, religion, or sex.
- 8.2.1. *Indian Preference.* Notwithstanding the above, Consultant shall, for all work performed on or near the Yakama Reservation pursuant to this Agreement, and consistent with Section 703(i) of the 1964 Civil Rights Act, give preference in employment (including any authorized subcontracts) to equally qualified Indians regardless of their handicap, age, religion or sex. To the extent feasible and consistent with the efficient performance of this Agreement, the Consultant shall provide employment and training opportunities to Indians that are not fully qualified to perform under this Agreement, regardless of their handicap, age, religion or sex. Further, the Consultant shall comply with any applicable Indian preference laws and requirements established by the Yakama Nation, including those set forth in the Yakama Nation Tribal Employment Rights Ordinance, as amended (Yakama Revised Law & Order Code, Title 71).
- 8.3. *Taxes, Permits, Fees.* Unless expressly agreed to herein, the Yakama Nation shall not be responsible for the payment of any taxes, permits, licenses or other expenses incurred by Consultant during the performance of this Agreement. Consultant shall be solely responsible to secure and pay for any necessary or appropriate permits, fees, licenses, inspections, or other prerequisites necessary for proper performance of the Services contemplated by this Agreement.
- 8.4. *Subcontractors.* Consultant shall not be permitted to hire a subcontractor to perform the Services contemplated by this Agreement without the Yakama Nation's express prior written authorization. Any unauthorized attempt by Consultant to subcontract for such Services shall be null and void, and Consultant shall be responsible for all expenses, fees, and costs associated with any such unauthorized subcontract.
- 8.5. *Assignment.* Consultant shall not assign its interest in this contract, or any part thereof, including its right to receive payment for Services performed, to another party. Any attempt by Consultant to assign any obligations, rights, or fees under this Agreement will be null and void, and Consultant shall be responsible for all expenses, fees, and or costs associated with any unauthorized assignment.

9. Representations & Warranties.

- 9.1. *Professional Work.* Consultant shall perform Services in a professional, thorough, skillful, and safe manner, consistent with the relevant standard of care expected from professionals with similar credentials and experience, and in accordance with the usual and customary standards accepted in Consultant's profession for similar projects. Consultant shall notify Yakama Nation of any inconsistencies or errors in Consultant's work that do not meet the aforementioned standards as soon as possible.
- 9.2. *Compliance with Applicable Laws.* Consultant shall comply with all applicable tribal, federal, state and local laws, regulations, guidelines and policies in performance of Services and fulfillment of duties and obligations pursuant to this Agreement. Consultant represents that it has reviewed, and is familiar with, all laws relevant to the performance of Services under this Agreement.
- 9.3. *Project Conflicts.* Consultant shall not accept work from any third party during the term of this Agreement that creates a conflict of interest or the appearance of a conflict of interest with the Services.
- 9.4. *Broad Protection.* All representations and warranties set forth in this section, or memorialized elsewhere in this Agreement and its Exhibits, shall be interpreted expansively to afford the broadest protection available to Yakama Nation.

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

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

11. Work Product.

- 11.1. *"Work Product" Defined.* "Work Product" includes, but is not limited to, any and all papers, reports, information, drawings, internal memoranda, files, proposals, papers, copyrights, patents, photographs, data, and any written or graphic material, or any other material or property, whether stored electronically or in hard copy, in any and all formats including native formats, and however produced, prepared, collected, generated, or created by the Consultant in connection with this Agreement.
- 11.2. *Ownership.* Yakama Nation shall own all Work Product associated with this Agreement; and Consultant agrees that it will not retain any interest in such work product, and shall, in accordance with any and all applicable law, turn over any and all Work Product property to Yakama Nation upon the expiration or termination of this Agreement or upon request.

- 11.3. *Confidentiality.* All Work Product shall be considered highly confidential, and Consultant shall take all necessary measures to maintain that confidentiality, and shall not disclose, publish, or disseminate any Work Product without the express prior written authorization from Yakama Nation. Internally, Consultant shall only disclose Work Product to employees when necessary to perform the Services contemplated by this Agreement; and Consultant shall require all employees to maintain the Work Product's confidentiality.
- 11.4. *Injunctive Relief.* Consultant acknowledges that the breach or threatened breach by Consultant of the terms and provisions of this Section would cause irreparable injury to the Yakama Nation, which could not be adequately compensated by money damages. Thus, Consultant agrees that Yakama Nation may obtain a restraining order and/or injunction prohibiting Consultant's breach or threatened breach of these provisions in addition to any other legal or equitable remedies. Consultant agrees that this provision is fair and necessary to protect the Yakama Nation's unique political and cultural interests, rights, and confidential information.

12. Insurance.

- 12.1. *Whether Required.* Insurance ☐ IS ☐ IS NOT required. (If unchecked, insurance is required.)
- 12.2. *Generally.* If insurance is required, Consultant shall (subject to applicable law) maintain, at a minimum, the following insurance throughout the term of this Agreement and for a period of three (3) years following substantial completion or termination of the Project, naming Yakama Nation as an additional insured:
- Commercial General Liability Insurance in the amount of at least one million dollars per occurrence and two million dollars aggregate.
 - Commercial Automobile Liability Insurance in an amount equal to the greater of either (a) one million dollars for all vehicles used in performance of Services pursuant to this Agreement, or (b) any other amount required by applicable law.
 - Worker's Compensation Insurance, Disability Benefits Insurance, and any other insurance required by applicable law.
- 12.3. *Delivery of Certificates.* If insurance is required, Consultant shall deliver certificates of insurance showing the foregoing coverage within ten days of the start of the work.
- 12.4. *Cancellation, Termination, and/or Lapse of Insurance.* Consultant agrees to provide Yakama Nation with at least thirty (30) days prior notice of Consultant's intent to cancel, terminate, or allow any insurance policy required herein to lapse during term of this Agreement, and for a period of three (3) years following the expiration or termination of this Agreement.

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

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

14. **Termination.**

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

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

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

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

15. **Dispute Resolution.**

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

15.2. *By Tribal Council Chairman.* If the Parties are unable to resolve the dispute through negotiation, the aggrieved party shall submit the matter, in writing, to the Chairman of the Yakama Nation Tribal Council. A copy of the aggrieved party's submission shall be served upon the other party in accordance with the notice provisions of this Agreement. The Chairman shall promptly convene a meeting of the Parties, which shall be held in Toppenish, Washington, to resolve the matter. The decision of the Chairman shall be final and binding upon both Parties. Provided, however, that nothing shall operate to limit or prohibit Yakama Nation from otherwise enforcing its rights under this Agreement.

15.2.1. *Conflict of Interest.* In the event that the Chairman has a conflict of interest that would prevent her/him from hearing the dispute, s/he may, at her/his sole discretion, either decline to hear the dispute, or appoint an alternate Tribal Leader or Elder to serve in his/her place.

16. General Terms.

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

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

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

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

- **Exhibit A – Statement of Work**
- **Exhibit B – Budget**
- **Exhibit C – Payment Terms**

16.4. *Amendments.* No change, amendment, modification, or addendum to this Agreement shall be valid unless it is in writing and executed by authorized representatives of both Parties.

- 16.5. *Survival.* The requirements of Section 7 (Maintenance & Retention of Records; Financial Management for Accounting & Audits), Section 11 (Work Product), Section 13 (Indemnification), and Section 15 (Dispute Resolution) of this Agreement shall survive termination of this Agreement. Further, provisions that, by their nature, are reasonably expected by the Parties to be performed after the expiration or termination of this Agreement shall survive and be enforceable. Any and all liabilities, actual or contingent, which have arisen during the term of and in connection with this Agreement, shall survive the expiration or termination of this Agreement.
- 16.6. *No General Waiver.* Any waiver or failure of the Parties to enforce or insist upon any term in this Agreement does not constitute a general waiver or relinquishment of that term.
- 16.7. *No Construction Against Drafter.* Each party has participated in negotiating and drafting this Agreement. If any ambiguity or question of intent or interpretation arises, this Agreement is to be construed as if the Parties had drafted it jointly, as opposed to being construed against one party because it was responsible for drafting one or more provisions.
- 16.8. *Conflicts.* In the event of a conflict between the terms and conditions of this Agreement and those of a Statement of Work or other exhibit or attachment to this Agreement, the terms and conditions of this Agreement shall be controlling.
- 16.9. *Execution.* This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Agreement. The counterparts of this Agreement and any ancillary documents may be executed and/or delivered by electronic means by any of the Parties to any other Party and the receiving Party may rely on the receipt of such document so executed or delivered as if the original had been received.
17. **Force Majeure.** This Agreement is subject to force majeure, and is contingent on strikes, accidents, acts of God, weather conditions, fire, and other circumstances that are beyond the control of the Parties. If the terms and conditions of this Agreement are unable to be performed as a result of any cause of force majeure, then this Agreement shall be void, without penalty to any party for such non-performance.
18. **Jurisdiction & Venue.** The validity, interpretation, and performance of this Agreement, and any and all written instruments, agreements, specifications and other writings of whatever nature which relate to or are part of this Agreement, shall be governed by and construed in accordance with the laws of the Yakama Nation. This Agreement is deemed executed in Toppenish, Washington. Both Parties understand and agree that this Agreement establishes a consensual business relationship between the Parties for purposes of Yakama Tribal Court jurisdiction. Venue of any court action filed to enforce or interpret the provisions of this Agreement shall be exclusively in the Yakama Nation Tribal Court(s). In the event of litigation to enforce the provisions of this Agreement, the prevailing party shall be entitled to reasonable legal fees and expenses in addition to any other relief allowed.

19. **Sovereign Immunity.** Notwithstanding any other terms or provisions of this Agreement, Consultant understands and agrees that Yakama Nation, by entering into this Agreement, does not waive its sovereign immunity from suit, nor does it waive, alter, or otherwise diminish its sovereign rights, privileges, remedies, or services guaranteed by the Treaty with the Yakamas of 1855 (12 Stat. 951).
20. **Special Provisions.** In addition to the foregoing terms and conditions, the following requirements are agreed to and shall apply to this Agreement:
- 20.1. Consultant's work under this agreement is being funded under Cooperative Agreement F23AC01697-00 between the Yakama Nation and the U.S. Fish and Wildlife Service. Consultant acknowledges that Yakama Nation's obligation to compensate Consultant for Work performed under this agreement is entirely dependent and conditioned upon such funds being made available to the Yakama Nation by U.S. Fish and Wildlife Service for this work. \
- 20.2. Consultant shall comply with any and all requirements applicable to subcontractors set forth in Cooperative Agreement F23AC01697-00. If Consultant is authorized under this Agreement to hire any subcontractors, Consultant shall ensure that their subcontracts include a requirement for compliance with these terms. The Cooperative agreement terms can be accessed at: XXXXX. Consultant hereby states and certifies that it has read the Cooperative Agreement and agrees to be bound by the applicable terms. Consultant further states that it has the capacity to comply with the Cooperative Agreement's applicable terms.

IN WITNESS WHEREOF, we set our hands and seals:

CONFEDERATED TRIBES & BANDS OF THE YAKAMA NATION:

By:_____

Date:_____

Name: Gerald Lewis (or authorized designee)

Title: Yakama Nation Tribal Council Chairman

[CONSULTANT NAME]:

By:_____

Date:_____

Name:

Title:

PAYMENT TERMS

1. **Schedule.** The Consultant shall invoice for work performed in accordance with the following schedule [if no schedule is selected, invoicing shall occur per Option A – Monthly Time & Materials]:

☐ **A. Monthly Time & Materials:** The Consultant shall invoice monthly on a time and materials basis for actual Work completed during the invoice period. Unless the parties agree in writing to different terms, invoice periods shall begin on the first day of each month and end on the last day of each month.

☐ **B. Progress:** The Consultant shall invoice following the completion of each major Work task identified in Exhibit A (Scope of Work). A Work task will not be considered complete until it has been reviewed and accepted by Yakama Nation's Project Manager.

☐ **C. Alternative Schedule:** The Consultant shall invoice as follows: _____.

2. **Invoicing Requirements.** Invoices must include appropriate supporting documentation, which may include, but is not limited to, detailed expense receipts, and a brief summary of activities associated with the Work performed by Consultant. Consultant shall submit invoices to the Yakama Nation's designated Project Manager within 15 days after the end of the invoice period in which the Work was performed and/or expenses were incurred. Consultant hereby waives the right to receive full payment on invoices submitted more than 60 days following the end of the invoice period. (The 'end' of the invoice period for progress payments will be considered the last day of the calendar month in which the Work task was completed.) Sample invoice, expense, and travel forms are attached and available upon request for Consultant's review and convenience.

If a question or concern arises regarding an invoice, Yakama Nation shall promptly notify Consultant of the question or concern. Within 15 business days following such notification, Consultant shall sufficiently explain or correct the issue, or Consultant will be deemed to have waived their right to demand payment for the associated Work or expense.

3. **Payment.** Subject to the terms of this Agreement, the Yakama Nation shall pay all approved invoices within 60 days following the date of invoice.

Yakama Nation RFP for Satus Creek Reach Assessment & Riparian Analysis

Invoice #: _____
Pages attached: _____

FY 24 BILLING FORM FOR CONSULTANT/CONTRACTOR

DATE: _____

CONSULTANT: _____ EIN: _____

ADDRESS: _____ CONTRACT: _____

PROJECT #: _____

PO #: (we provide you a PO #)

VENDOR #: our finance system ID#

FOR BILLING PERIOD: _____ to _____

Total Time _____ hrs _____ (rate per hr) See pg 2 DESCRIPTION OF SERVICES PROVIDED	
Total Expenses _____ See pg 3 ITEMIZED EXPENSES Please attach detailed receipts to billing Expenses should be listed on page 3. Expenses such as teletax, copies, telephone may be reimbursed at actual cost (subject to limits in approved budget). Authorized travel expenses subject to Federal Travel Regulations & Yakama Policies	\$0.00
Total Mileage _____ miles x \$ _____ (\$/mi.) See pg 4 TRAVEL/MILEAGE Please show purpose of travel, odometer readings, total miles, and travel time spent traveling. Provide expenses such as lodging and airfare to page three	\$0.00
TOTAL AMOUNT OF BILLING	\$0.00

Signature _____ date _____

[illegible]

Expenses

[illegible]

This page should list the detail of expenses for requested reimbursement. Please attach original detailed receipts. Reimbursement for expenses are limited to approved budget amounts.

Travel/Mileage[illegible]

This bill is submitted within the time-frame required by the applicable Consultant/Construction Agreement. Description of services, purpose of travel, expenses, mileage and hours are reported to the best of my knowledge and all receipts from expenses have been attached for Yakama Nation records.

Consultant

date