

July 8, 2019

**Columbia River**  
Honor. Protect. Restore.

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## Request for Proposals July 8, 2019

# Wolf Creek Reach Assessment

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*Yakama Nation Upper Columbia Habitat  
Restoration Project – Methow Subbasin*

## Introduction

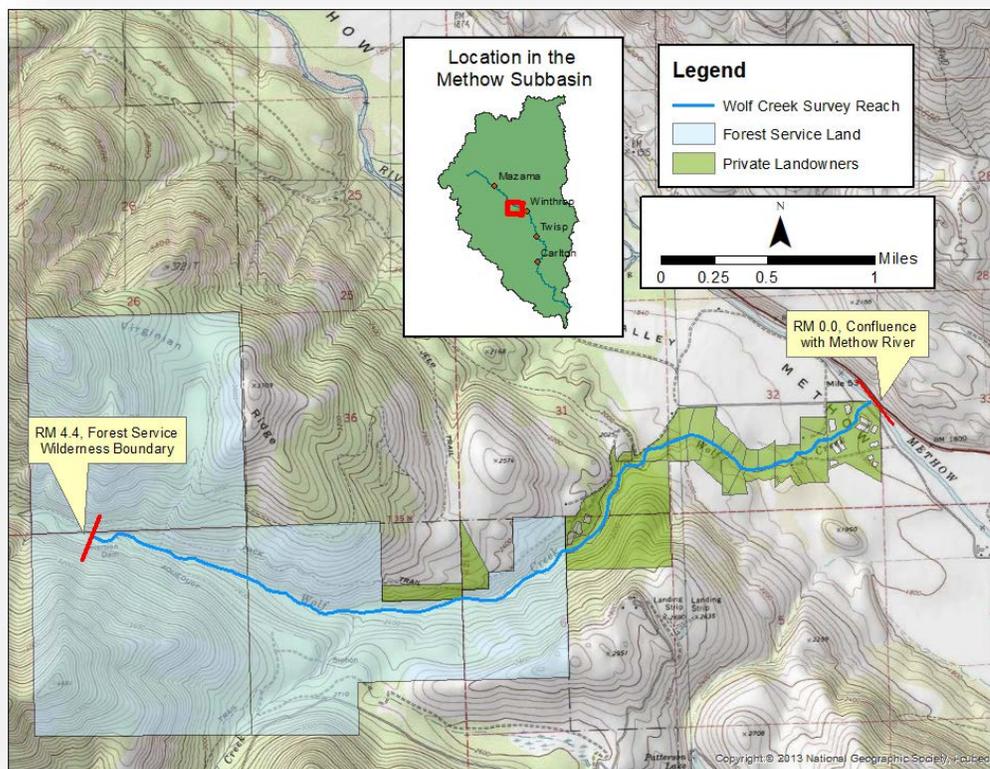
The Yakama Nation Department of Fisheries Management is seeking competitive bids from restoration design and engineering firms for conducting stream habitat and geomorphic surveys in the Wolf Creek Watershed to support restoration project planning and project identification. The contractor selected through this solicitation will produce a habitat assessment that will objectively identify, prioritize and conceptually develop restoration projects that benefit threatened and endangered salmonids.

The habitat assessment will collect Forest Service Level II habitat data and geomorphic conditions data to allow for an analysis of current habitat conditions using Reach Based Ecosystem Indicators (REIs). Habitat data summaries and REI results, as well as additional field walkthroughs, will be used to identify and develop discrete habitat restoration proposals which best address key ecological concerns in the Wolf Creek assessment unit. All data, project concepts, and findings will be provided in a detailed written report.

4.4 river miles will be assessed through this contract. The study area includes the mouth of Wolf Creek (at its confluence with the Methow River), to the USFS wilderness boundary approximately 4.4 miles from the mouth.

This project will develop a comprehensive understanding of the degree and mechanisms of physical and biological stream habitat impairments and will identify strategies for improving aquatic habitat conditions.

## Project Location Map



## Anticipated Schedule

The Yakama Nation is seeking to have this work initiated promptly upon issuance of a Notice to Proceed. Data collection will begin in the Fall of 2019 and will be completed by December 31, 2019.

The Scope of Work within this RFP is for completion of the entire project. It is anticipated that not all work will be completed by December 31, 2019. Remaining work will be conducted under a new funding release beginning January 1, 2020. The contractor shall keep the Yakama Nation representative apprised of progress and demonstrate consistent satisfactory progress.

## Proposed Scope of Work

The following Scope of Work details the work tasks being solicited under this RFP. Directions on how to submit a proposal packet are provided on page 6.

### Task 1 – Initiation meeting

Contractor will attend a meeting with Yakama Nation Fisheries Staff and stakeholders to discuss goals and objectives, approach, schedule, and to initiate data acquisition. It is assumed that Yakama Nation Fisheries Staff will be the liaison with stakeholders and coordinate meeting schedule and venue.

### Task 2 – Acquisition of Available Assessment Data

Contractor will acquire available digital data from various sources, including Yakama Nation staff, stakeholders, implementers, federal and state agencies and other online sources. This information will be reviewed and utilized where pertinent to produce a detailed, data driven, Reach Assessment. Data sources and information may include, but are not limited to:

- GIS and other data sources including aerial photography, historical mapping, geology, soils, roads, forest cover, land-use, landownership, hydromodifications, water withdrawals, and others.
- Topographic mapping and data, including LiDAR (if available) and a longitudinal channel profile
- Significant human features
- Reach-level Ecosystem Indicators (REI)
- Reach-scale restoration objectives
- Existing and potential fish use and distribution
- Stream habitat survey data

Data acquisition will be initiated at the project kick-off meeting (Task 1). Data and other background information will be collected via follow-up communication and coordination during the project.

### Task 3 – Field Surveys and Preliminary

Stream habitat and geomorphology surveys will be conducted on Wolf Creek from the border of the Forest Service Wilderness boundary at RM 4.4 to the Methow River confluence at RM 0.0. For this assessment landowner consent of access will be coordinated by Yakama Nation Fisheries staff.

***Stream habitat survey*** – The habitat survey will characterize stream channel and riparian habitat conditions. The survey will help to identify areas that would benefit most from habitat enhancement and will serve as a baseline for future monitoring of project effectiveness. The habitat survey will be conducted using the USFS Level II protocol. The methodology employs a habitat unit survey along with general characterization of substrate, large woody debris, and riparian conditions.

Draft stream habitat survey summaries will be produced that document the findings of the stream habitat survey. Data will be presented in tables and figures and will include narrative interpretations of the results, especially as they apply to the identification of habitat enhancement activities.

**Geomorphology assessment** – A geomorphologist(s) will walk each reach in the study area and characterize bio-physical conditions and channel processes. Relevant information presented in the Methow Subbasin Geomorphic Assessment will be reviewed prior to the geomorphology surveys in order to provide context for field investigations. In particular, an emphasis will be placed on identifying site-specific geomorphic conditions to inform the selection of habitat restoration actions.

Geomorphic conditions will be recorded during field surveys. Conditions with respect to the following observed characteristics will be described: 1) sediment transport and response conditions, 2) channel incision and channel evolution trends (erosion and stability), 3) substrate types, distribution, and availability, 4) influence and role of large woody debris, 5) floodplain, channel migration zone, and habitat connectivity, 6) surface and subsurface flow interactions, 7) influence of past and current human structures and activities (road crossings, levees, etc.), and 8) interaction of the stream with riparian ecological processes. Analysis of aerial photography, topographic data, historical information, geology mapping, and other data sources will be used to complete the geomorphology analysis. The condition and impact of land uses (historic and current) on reach-scale processes and habitat will be described in draft form. Risks and constraints associated with existing or planned land-uses will be documented in draft form.

**Hydraulic Modeling** – A planning level hydraulic model will be developed for the study area. Hydraulic modeling will be applied to available topographic and bathymetric data in order to evaluate hydraulic and sediment transport conditions at the reach-scale. This analysis will help inform the understanding of flood risk to infrastructure and future potential projects, as well as help identify the impact of human features on floodplain connectivity.

#### Task 4 – REI Analysis and Restoration Strategy

**Reach-Based Ecosystem Indicators** – Results of the habitat, geomorphic, and hydraulic assessments will be used to populate the regional REI metrics for each delineated reach within the 4.4 mile length of the survey area. These metrics offer a consistent means to characterize the overall condition of habitat and stream physical processes and will help to identify and target restoration actions.

**Identification of project opportunities** – Project opportunities will be identified in tandem with the geomorphology survey. Identification of opportunities will be guided by the combination of: 1) site observations of geomorphology, habitat, riparian, and land-use impairments. Opportunities for stream habitat enhancement will be identified and draft project descriptions will be produced. Project descriptions will include: 1) location information, 2) overview of existing conditions, 3) treatment alternatives, and 4) access and feasibility considerations. Photographs and GPS coordinates will be taken to document observed conditions and location information.

**Restoration Strategy** - The restoration strategy is the link between the technical analysis and the identification/prioritization of specific project opportunities. For each reach in the study area and for a suite of multiple habitat and geomorphic metrics, the restoration strategy identifies the target condition and compares that to the existing condition. Restoration action types are then identified that are necessary to bring existing conditions up to target conditions. The information on existing conditions comes from

the stream habitat, geomorphic, hydraulic, and REI assessments. Target conditions are identified with reference to historical information, needs of the fish species, and properly functioning conditions identified by the REI analysis.

The restoration strategy includes the development of reach-scale strategy tables, project maps showing potential restoration actions, and project prioritization. Project prioritization will occur using a prioritization system that is based on the needs identified in the restoration strategy as well as other factors including socio-economic considerations. Prioritization will utilize methods previously employed as part of past Yakama Nation Reach Assessments. Please refer to the Mad River Reach Assessment found in the link on the RFP Webpage, for an example of the YN preferred layout and format.

***Project Ranking*** - Projects will be evaluated and ranked in relative order using the YN UCHRP Project Ranking Methods provided as an attachment.

#### **Task 5 – Compile Draft and Final Report**

A draft Habitat Assessment and Restoration Strategy document will be compiled that describes the background, methods, and results of the assessment work. That draft document will be reviewed by the Yakama Nation and stakeholders, as determined by YN staff. The document will be revised and finalized based on review of comments and coordination with YN staff. A minimum of three revisions should be expected.

**Included in this task, the selected contractor will produce and deliver 10 bound, color copies of the final report and associated appendices.**

#### **Task 6 - Project Management**

The contractor will provide regular communication with YN staff and reporting of project status. The contractor will provide routine communications with YN, Watershed Action Teams (WATs), and others as needed to carry out project activities. The contractor will prepare presentations for and attend up to five meetings to present the findings, data, analysis, or report to agency stakeholder or public for additional feedback for the reach assessments.

## Bid Directions

Each engineering firm seeking to be eligible for contract award under this Request for Proposals must submit two hardcopies of their proposal in writing to:

Yakama Nation Fisheries  
Attn: Jackie Olney  
RE: Wolf Creek Reach Assessment RFP  
PO Box 151  
401 Fort Road (if using a shipping service)  
Toppenish, WA 98948

Proposals must be received by Close of Business, **Thursday, July 25, 2019**. Only hand deliveries and/or mail or parcel delivery service submittals will be accepted. Please clearly state “Wolf Creek Reach Assessment RFP” on the shipping envelope and the cover letter of the proposal. It is recommended that all shipping and/or delivery confirmation receipts are retained past the proposal due date to ensure proof of submission.

Each proposal must include a roster of key personnel proposed to work under this contract, including resumes. The key personnel roster should include the proposed project manager, at least one licensed geologist with expertise in fluvial geomorphology, and one licensed professional engineer. Provision of a separate roster of other non-key project personnel is also recommended. Please provide details regarding the baseline qualifications provided below.

Please also include a detailed cost proposal based upon the Scope of Work provided, a company fee schedule detailing all billing rates, a schedule/timeline proposal for completing the described tasks, and certify the cost proposal as being valid for at least 180 days.

Please review the attached Consultant Services Agreement template for typical Yakama Nation contracting terms and conditions including reporting/invoicing requirements.

### **Project related questions should be directed to:**

Madeleine Eckmann, Habitat Biologist  
Phone: 509-449-2091  
Email: [eckm@yakamafish-nsn.gov](mailto:eckm@yakamafish-nsn.gov)

## Limitations

The Yakama Nation reserves the right to accept or reject any and all of the proposals received as a result of this request, or to cancel in part or entirely this request if it is in the best interest of the Yakama Nation to do so. This request does not commit the Yakama Nation to pay any costs incurred in the preparation of a proposal.

The contractor shall furnish all supervision, labor, equipment and tools necessary to complete the work as outlined in the Scope of Work.

## Baseline Qualifications:

The winning contractor must demonstrate the following in their proposals:

- Efficient field survey capabilities
- Understanding of USGS Level II Stream Survey Protocols
- Have on the project team a fluvial geomorphologist with direct experience in producing Reach Assessments and developing aquatic habitat restoration projects.
- Demonstrated experience by the firm for producing Reach Assessments and Habitat Assessments of this type in USFS Region 6.

# YN UCHRP Project Ranking Methods

**Step 1: Benefit Score** Projects are scored according to 4 benefit categories, which include a “recovery gap” category and 3 additional categories. Scores for each category are summed to obtain the **Benefit Score**.

**Step 2: Cost Score** Projects are given a **Cost Score**, which reflects the overall *relative cost* for the project based on techniques, access, and construction feasibility issues.

**Step 3: Benefit-to-Cost Score** Total benefit score (sum of all 4 benefit scores) is divided by the cost score to obtain the **Benefit-to-Cost Score**.

**Step 4: Feasibility Designation** Projects are given a **Feasibility Designation** based on the overall likely feasibility of being able to implement the project within a 10-year timeframe.

## **Benefit Score**

The Benefit Score includes the summation of scores from 4 categories. These include the Recovery Gap score (0-6 points), the Fish Use score (1-3 points), the Root Causes score (1-3 points), Ecological Concerns Score (1-3), and the Climate Change Score. The guidelines for scoring are provided below.

## **Recovery Gap**

Existing Condition Rating (1-7)

- 1 – Very low ecosystem function and habitat quality. Highly altered systems.
- 2 – Low ecosystem function and habitat quality.
- 3 – Low-to-moderate ecosystem function and habitat quality.
- 4 – Moderate ecosystem function and habitat quality.
- 5 – Moderate-to-high ecosystem function and habitat quality.
- 6 – High ecosystem function and habitat quality.
- 7 – Very high level of natural ecosystem function and habitat quality. Pristine, unaltered systems.

Achievable Condition Rating (1-7)

These ratings use the same categories as above but reflect the future potential recovery trajectory. This is a rating of what can realistically be achieved given past and on-going impacts and constraints of land use, infrastructure, social acceptance, and ownership. Ratings should reflect an “optimistic potential scenario” in order to not discount large potential changes.

Final Gap Score (0-6)

This is simply the achievable condition rating minus the existing condition rating. This represents the gap that can be filled between existing and target conditions through restoration measures.

### **Fish Use**

- 3 – High existing or potential productivity area for spawning or rearing for multiple species
- 2 – Moderate existing or potential productivity area for one or more species
- 1 – Low existing or potential productivity area for one or two species

### **Root Causes**

- 3 – Restoration of root causes and key physical processes that create and maintain habitat over time
- 2 – Partial restoration of root causes
- 1 – Primarily a structurally-focused restoration strategy that doesn't significantly address underlying causes

### **Ecological Concerns Score**

- 3 – Addresses multiple high priority ecological concerns (UCRTT 2014)
- 2 – Addresses one or more moderate priority ecological concerns and/or one high priority ecological concern (UCRTT 2014)
- 1 – Addresses only low priority ecological concerns (UCRTT 2014)

### **Climate Change Score**

- 3 – High potential for ameliorating impacts and increasing resilience based on Beechie et al. (2015)
- 2 – Moderate potential for ameliorating impacts and increasing resilience based on Beechie et al. (2015)
- 1 – Low potential for ameliorating impacts and increasing resilience based on Beechie et al. (2015)

### ***Cost Score***

The cost score reflects the relative cost for the project based on techniques, access, and feasibility issues. This is a relative cost, not an absolute cost, so the scale of the project is NOT factored into this score. The cost score ranges from 1 to 3, with 1 reflecting relatively lower cost projects. The following guidelines/examples can help to determine the cost score.

#### 3 – High relative cost

- Uses high cost techniques (e.g. constructed banks, highly engineered log jams, extensive channel shaping, extensive infiltration galleries)
- Deep excavation or long distance hauling of spoils
- Entails construction of additional new flood control or bank erosion features (e.g. setback levees or buried rip-rap)
- Extensive planting or invasive weed control
- Limited, difficult, or remote access
- Intensive de-watering requirements

#### 2 – Moderate relative cost

- Uses moderate cost techniques (e.g. typical log jam structures)
- Moderate excavation and hauling distance of spoils
- Typical planting or invasive weed control

- Moderate access conditions
- Standard or no de-watering requirements

#### 1 – Low relative cost

- Uses low cost techniques (e.g. non-ballasted log placements)
- Minimal excavation and hauling distance of spoils
- Little to no planting or weed control
- Easy access conditions
- No de-watering required
- Availability of free materials or volunteer labor

### ***Benefit-to-Cost Score***

The benefit-to-cost score is simply the benefit score divided by the cost score. This is a relative value used to compare project benefits.

### ***Feasibility Designation***

The feasibility designation is the overall likely feasibility of being able to implement the project within a 10-year timeframe. This is based on landownership, as well as economic, regulatory, political, social, permitting, or other considerations that are known to impact the feasibility of conducting projects within a reasonable timeframe. The feasibility designation is not used as part of the project scoring because feasibility issues may change over time and it is desirable to evaluate project benefits independent of feasibility. The designations include the following:

#### High feasibility

- No known feasibility issues.
- One or two landowners; or landowner(s) has already indicated willingness

#### Moderate feasibility

- There are potential feasibility constraints that could affect the likelihood of project implementation within a 10-year timeframe
- Three to five landowners; or there is reason to believe landowner(s) would grant permission

#### Unlikely feasibility

- There are known feasibility constraints that would be expected to limit the ability to implement the project within a 10-year timeframe
- More than five landowners: or there is reason to believe landowner(s) would not grant permission

## ***References***

Beechie, T., H. Imaki, J. Greene, A. Wade, H. Wu, G. Pess, P. Roni, J. Kimball, J. Stanford, P. Kiffney, and N. Mantua. 2013. Restoring Salmon Habitat for a Changing Climate. *River Res. Applic.* 29: 939–960.

UCRTT. 2017. A biological strategy to protect and restore salmonid habitat in the Upper Columbia Region. Prepared for the Upper Columbia Salmon Recovery Board. 44 pp. and appendices. Available online at: <https://www.ucsr.org/?mdocs-file=935>

Example Project Ranking Spreadsheet

Project Name	Project Information			Restoration Gap Analysis				Benefit Score			Root Causes			Ecological Concerns			Cost Score		Cost Benefit		Feasibility Designation	
	Sub Reach	Downstream RM	Upstream RM	Total Length (mi)	Existing Condition (1-7)	Achievable Target (1-7)	Final Gap Score Target - Existing (0-6)	Rationale/Assumptions	Score (1-3)	Rationale/Assumptions	Score (1-3)	Rationale/Assumptions	Score (1-4)	Rationale/Assumptions	Score (1-3)	Total Benefit Score	Score (1-3)	Rationale/Assumptions	Benefit to Cost Score	Feasibility Designation	Rationale/Assumptions	
Project 1	1	0	1	1	2	6	4	poor current condition, low riparian shade impact concerns, all public land	2	multiple target species and life stages present	2	mix of process restoration and habitat enhancement	4	in-stream complexity and site channel habitats are top priority	2	12	2	difficult access conditions, moderate excavation and haul	6	Moderate		
Project 2	2	1	2	1	4	5	1	current conditions is moderate, but infrastructure will not allow much additional restoration	2	multiple target species and life stages present	3	mostly process restoration	2	channel geometry is moderate priority	8	1	very little instream work, easy site access	8	High			

## CONSULTANT SERVICES AGREEMENT

This consultant services agreement is between the CONFEDERATED TRIBES AND BANDS OF THE YAKAMA NATION, a sovereign native nation with its governmental headquarters located at P.O. Box 151 / 401 Fort Road, Toppenish, WA 98948 on the Yakama Reservation (“**Yakama Nation**”), and [CONSULTANT’S NAME], EIN Number [REDACTED], with its primary place of business located at [address] (“**Consultant**”).

The Yakama Nation wants to obtain technical assistance to accomplish the project, task, study, or other work described in Exhibit A (Scope of Work) to this agreement.

Consultant states that it has the necessary technical expertise, skill, and capability to complete the Work for the Yakama Nation.

The parties therefore agree as follows:

### ARTICLE 1. STATEMENT OF SERVICES

1.01 **Work & Standard of Performance.** Consultant shall perform the work described in Exhibit A (Scope of Work) to this agreement (the “**Work**”). Consultant shall, at its sole expense, provide all labor, services, and equipment necessary to complete the Work timely and to the Yakama Nation’s satisfaction, except as expressly provided otherwise in this agreement. Consultant’s performance shall comply with applicable tribal, federal, state, and local law and policy, and be consistent with generally accepted professional best practices, both of which Consultant states it has knowledge of.

1.02 **Term.** This agreement will be effective on the date when both parties have signed it, and will terminate as set forth below, unless terminated earlier in accordance with Article 9 of this agreement (if neither option is selected, Option B shall be the default):

*Option A:* On \_\_\_\_\_

*Option B:* Upon Consultant’s satisfactory performance of the Work.

1.03 **Prior Performance.** If the Consultant has performed any Work prior to the start date of this agreement, then this agreement will govern such prior performance. Except that the Consultant’s invoicing obligations, and the Yakama Nation’s associated payment obligations, as set forth in Exhibit C (Payment Terms), will not arise until the start date of this agreement.

1.04 **Key Personnel.** If any of Consultant’s employees or agents are specifically identified in Exhibit A (Scope of Work) as the employee(s) or agent(s) expected to perform the Work, they will be considered “**Key Personnel**” for purposes of this agreement. Consultant shall ensure that Key Personnel

continue to be assigned to the Work until its completion, unless Consultant obtains the Yakama Nation Project Manager's written consent to a staff substitution.

## ARTICLE 2. COMPENSATION

2.01 **Maximum Compensation.** The maximum total compensation approved by the Yakama Nation and payable to Consultant for Work under this agreement is \$\_\_\_\_\_. The Yakama Nation shall not pay Consultant more than this maximum amount for the Work. Consultant acknowledges that this maximum amount (a) is sufficient to perform the Work and (b) includes all eligible expenses associated with Consultant's performance of the Work.

2.02 **Rates/Fees/Payments.** The Yakama Nation shall make payments to Consultant according to the billing rate(s) and/or fee schedule(s) and the invoicing and payment terms described in Exhibit B (Budget) and Exhibit C (Payment Terms) to this agreement.

2.03 **Expenses.** The Yakama Nation shall only compensate Consultant for eligible expenses directly associated with the performance of the Work. Consultant acknowledges that eligible expenses are limited to those reasonable expenses incurred with the prior written approval of the Yakama Nation, for which the Consultant provides a reasonably detailed receipt or other proper proof. The Yakama Nation shall pay eligible expenses, including any authorized travel expenses, consistent with applicable tribal and federal law and policy.

2.04 **Federal or Grant Funds.** Consultant acknowledges that federal or grant funds utilized to compensate Consultant may be subject to certain requirements and restrictions, which may include, but are not limited to 2 C.F.R. Part 200. Consultant shall utilize funds in accordance with applicable funding requirements and restrictions, and shall reimburse the Yakama Nation for any expenses that are paid by the Yakama Nation but subsequently disallowed by the federal agency or other grantor.

## ARTICLE 3. PROJECT MANAGEMENT

3.01 **Project Managers.** Each party will designate an internal project manager to facilitate the completion of the Work. Being designated as a party's project manager does *not* endow the representative with any legal authority to bind that party. Either party may change their project manager by giving notice to the other party.

(a) The Yakama Nation's Project Manager is [Madeleine Eckmann]. S/he may be reached at [509-449-2091], or [eckm@yakamafish-nsn.gov].

(b) The Consultant's Project Manager is [Name]. S/he may be reached at [Phone], or [email].

## ARTICLE 4. LEGAL NOTICE

4.01 **Valid Notice.** For a notice under this agreement to be valid, it must be in writing, properly addressed to the party's current legal contact, and delivered (a) by a national transportation company with all fees prepaid and receipt signature required, or (b) by USPS certified mail, return receipt requested, postage prepaid. Notice will be effective upon the date of receipt. Either party may change its designated address or recipient for legal notice by giving the other party reasonable notice of such change.

4.02 **Notice to the Yakama Nation.** Notice to the Yakama Nation must be sent to the Tribal Council Chairman at P.O. Box 151 / 401 Fort Road, Toppenish, WA 98948, with courtesy copies to the Yakama Nation's Project Manager electronically at their email address listed above in section 3.01(a), and to the Yakama Nation Office of Legal Counsel at P.O. Box 150 / 401 Fort Road, Toppenish, WA 98948.

4.03 **Notice to Consultant.** Notice to Consultant must be sent to \_\_\_\_\_ at \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

#### ARTICLE 5. RECORDS, ACCOUNTING & AUDITS

5.01 **Recordkeeping.** Consultant shall maintain auditable records during the term of this Agreement and for a period of at least three (3) years following the termination of this Agreement. Consultant shall 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, in maintaining its records.

5.02 **Accounting.** Consultant shall adhere to a systematic accounting method in performing the Work to ensure timely and appropriate resolution of audit findings and recommendations, and compliance with the Office of Management and Budget's Uniform Guidance requirements set forth at, 2 C.F.R. Part 200, Subpart F, as amended.

5.03 **Audits.** Except as prohibited by law, the Yakama Nation, the United States (if applicable), and any grantor agency (if applicable), or their duly authorized representative(s), may audit, examine, request, or make copies of Consultant's records that concern or are relevant to the subject matter of this agreement or to Consultant's performance of its obligations under this agreement. Consultant shall provide such authorized auditors with timely access to its records.

5.04 **Access to Yakama Nation Records, Personnel & Facilities.** Except as prohibited by law, the Yakama Nation shall provide Consultant with reasonable access to its personnel, facilities, and records necessary for Consultant's performance of this agreement.

5.05 **Confidential Information.** If the Yakama Nation provides Consultant with documents or information typically maintained as confidential by the Yakama Nation (“**Confidential Information**”), Consultant shall make all reasonable efforts, and take all reasonable precautions, to prevent the disclosure of that Confidential Information to non-parties, except as may be required by law or court order. Consultant shall not use Confidential Information for any purpose except the performance of this agreement.

5.06 **Continuing Obligation.** Consultant’s obligations under Article 5 of this agreement are intended to survive the termination of this agreement.

## ARTICLE 6. WORK PRODUCT

6.01 **Definition.** “**Work Product**” includes, but is not limited to, all papers, reports, information, drawings, internal memoranda, files, proposals, papers, copyrights, patents, photographs, data, and all written or graphic material, or any other material or property, whether stored electronically or in hard copy, in any format including native formats, and however produced, prepared, collected, generated, or created by the Consultant in connection with this agreement.

6.02 **Ownership.** Consultant acknowledges that all Work Product it produces pursuant to this agreement will be works for hire, which the Yakama Nation will own, and which Consultant will not retain any interest in or rights to. Consultant shall give all its Work Product to the Yakama Nation promptly upon the termination of this agreement or upon request.

## ARTICLE 7. RISK MANAGEMENT

7.01 **Insurance Requirement.** Consultant shall be required to purchase and maintain insurance during the term of this agreement, as set forth in Section 7.02 below:  YES  NO. (If neither box is checked, insurance is required.)

7.02 **Insurance Coverage.** If insurance is required under Section 7.01, Consultant shall, at its own expense, maintain the following minimum insurance coverage during the term of this agreement and for a period of three years following the completion of the Work:

(a) Either Commercial General Liability Insurance OR Professional Liability Insurance, including errors and omissions insurance, in the amount of at least one million dollars per occurrence and two million dollars aggregate.

(b) If the performance of the Work requires Consultant to use one or more automobiles, Commercial Automobile Insurance coverage for all vehicles used in performance of the Work in an amount equal to the greater of either (i) one million dollars, or (ii) any other amount specified by applicable law.

(c) Any other insurance coverage required by applicable law, which may include (but may not be limited to) workers compensation insurance or disability benefits insurance.

7.03 **Additional Insured.** Consultant shall name the Yakama Nation as an additional insured on its applicable insurance policies, and at the Yakama Nation's request shall provide the Yakama Nation with certificates of insurance and copies of the relevant policies.

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

7.05 **Indemnification.** Consultant shall, at its expense, indemnify and (at the Yakama Nation's discretion, and with counsel acceptable to the Yakama Nation) defend the Yakama Nation and its officers, agents, employees, and assigns (each and all considered the "Yakama Nation" for purposes of this Section 7.02) against *any* claim, demand, judgment, loss, cost, damage, expense or other liability whatsoever, including legal fees and expenses, which are incurred by or claimed against the Yakama Nation and arise, either directly or indirectly, from any error, action, omission, or breach of contract by Consultant or its officers, agents, employees, or subcontractors. The requirements of this Section 7.05 are intended to survive the termination of this agreement.

7.06 **Injunctive Relief.** Consultant acknowledges that its breach or threatened breach of Article 5 or Article 6 of this agreement would cause irreparable injury to the Yakama Nation, which could not be adequately compensated by money damages. Consultant further acknowledges that injunctive relief to enforce Articles 5 & 6 of this agreement would be proper.

## ARTICLE 8. DISPUTE RESOLUTION

8.01 **Negotiation.** If the parties disagree about the performance, interpretation, or enforcement of this agreement, they shall first attempt to resolve their disagreement informally through (a) dialogue between their project managers, and then (b) face-to-face negotiations between their leaders, which must be held in Toppenish, WA. If the parties cannot resolve their disagreement after taking these steps, it will be deemed a 'dispute'.

8.02 **Mediation.** The parties shall endeavor to resolve any disputes through non-binding mediation before resorting to any other dispute resolution procedure. Such mediation must be held at a mutually agreeable location in Yakima, Washington. Any demand for mediation must be made in writing and delivered to the other party in accordance with the provisions of Article 4 (Notice) of this agreement. The parties shall share equally the costs of hiring a mediator and securing a suitable location for the mediation proceedings. The requirements of this Section 8.02 are intended to survive the termination of this agreement.

## ARTICLE 9. TERMINATION

9.01 **For Convenience.** Either party may terminate this agreement by giving to the other party at least 90 days prior written notice. The notice must specify the effective date of termination.

9.02 **For Breach.** Either party may immediately terminate this agreement by written notice following a material breach by the other party. The parties acknowledge that the terms of Article 5 (Records, Accounting & Audits), Article 7 (Risk Management), Section 1.04 (Key Personnel), and Section 2.02 (Rates/Fees/Payment) are material terms. Consultant acknowledges that time is of the essence for performance of the Work.

9.03 **By Tribal Council Executive Committee.** The Yakama Nation Tribal Council Executive Committee may immediately terminate this agreement upon written notice to Consultant.

9.04 **Effect.** Termination of this agreement will not relieve either party of any liabilities or claims against it that arise under this agreement before the agreement is terminated. Termination will not limit the Yakama Nation's rights or remedies at law or equity, including, but not limited to, the right to contract with other qualified persons to complete the Work.

#### **ARTICLE 10. GENERAL TERMS**

10.01 **Independent Contractor.** Consultant acknowledges that it is an independent contractor and not an agent or employee of the Yakama Nation for purposes of this agreement. The parties state that they are not engaged in a joint venture or partnership.

10.02 **Conflicts.** During the term of this agreement, Consultant shall not accept work from any non-party, which would create a real or apparent conflict of interest with Consultant's performance of the Work for the Yakama Nation.

10.03 **Subcontractors.** Consultant shall not hire a subcontractor to perform any portion of the Work for this Agreement, except as expressly authorized in writing by the Yakama Nation. Where the Yakama Nation has authorized Consultant's hiring of a subcontractor, Consultant shall require the subcontractor to comply with all relevant terms and conditions of this agreement in performing their portion of the Work. Any unauthorized attempt by Consultant to subcontract the Work must be null and void, and Consultant shall be responsible for all expenses, fees, and costs associated with the unauthorized subcontract(s).

10.04 **Fair Employment Practices.** Consultant shall not discriminate against any employee or applicant for employment because of handicap, race, age, religion, sex, gender, or sexual orientation. Consultant shall take affirmative steps to ensure that applicants and employees are treated fairly during hiring and employment.

10.05 **Indian Preference Employment.** When Consultant performs Work within the boundaries of the Yakama Reservation, or on Yakama property outside the boundaries of the Yakama Reservation, Consultant acknowledges that it is subject to and shall comply with applicable Indian

preference employment laws of the Yakama Nation, including its Tribal Employment Rights Ordinance (Yakama Revised Law & Order Code, Title 71, as amended) (“TERO”). Consultant further acknowledges that under Section 703(i) of the 1964 Civil Rights Act, it may implement an Indian Preference hiring policy for all work performed near (within reasonable commuting distance from) an Indian reservation. Consultant hereby adopts the TERO and its associated policies as its Indian preference hiring policy for all Work it performs near the Yakama Reservation, and shall publicize the same.

**10.06 Permits and Approvals; Taxes and Fees.** The Consultant shall, at its expense, obtain any and all permits, approvals, or authorizations from local, state, federal or tribal authorities necessary or required for the completion of the Work. Unless the parties have expressly agreed otherwise in this agreement, Consultant shall pay any taxes or fees applicable to or associated with its completion of the Work.

**10.07 Force Majeure.** The parties’ obligations under this agreement are subject to force majeure. If acts of God, severe weather conditions, fire, or unforeseen catastrophic events caused by nonparties which are beyond the control of the parties, prevent the parties from performance, such non-performance must not be considered a breach of this agreement.

**10.08 Entire Agreement.** This agreement constitutes the entire understanding between the parties with respect to the subject of this agreement, and supersedes all prior or contemporaneous agreements, whether written or oral, between the parties. The parties acknowledge that they each participated in negotiating this agreement, and that they have read, understood, and approved its terms. Headings are provided in this agreement for convenience, and are not intended to affect the meaning of the provisions to which they are affixed.

**10.09 Exhibits Incorporated by Reference.** This agreement includes any terms or documents incorporated by reference, as well as those exhibits listed below. If the terms of an exhibit or incorporated document conflict with the terms of the body of this agreement, the terms in the body of this agreement must prevail.

- (i) Exhibit A – Scope of Work
- (ii) Exhibit B – Budget
- (iii) Exhibit C – Payment Terms
- (iv) Exhibit D – Intergovernmental Master Agreement 56662 ("IG-MA 56662"). The full text of IG-MA 55562 can be reviewed at:
  - [http://yakamafish-nsn.gov/sites/default/files/projects/Master\\_Agreement\\_56662\\_Original-Terms-and-Conditions.pdf](http://yakamafish-nsn.gov/sites/default/files/projects/Master_Agreement_56662_Original-Terms-and-Conditions.pdf)

- [http://yakamafish-nsn.gov/sites/default/files/projects/Master\\_Agreement\\_56662\\_Mod\\_01-Terms-and-Conditions.pdf](http://yakamafish-nsn.gov/sites/default/files/projects/Master_Agreement_56662_Mod_01-Terms-and-Conditions.pdf)
- [http://yakamafish-nsn.gov/sites/default/files/projects/Master\\_Agreement\\_56662\\_Mod\\_02-Terms-and-Conditions.pdf](http://yakamafish-nsn.gov/sites/default/files/projects/Master_Agreement_56662_Mod_02-Terms-and-Conditions.pdf)

10.10 **Change Orders.** Change orders must be in writing and authorized by an appropriate representative of the Yakama Nation as follows:

(a) **Material Changes.** Any material changes to this agreement or the Work to be performed must be authorized in writing and signed by the Yakama Nation Tribal Council Chair as modifications or addendums to this agreement. Material changes are (i) any changes which require an increase in the maximum 'not to exceed' contract amount set forth in Section 2.01 of this agreement, or (ii) any changes to *what* Work is to be performed.

(b) **Immaterial Changes.** The Yakama Nation's Project Manager may authorize immaterial changes in writing. Immaterial changes are those that concern *how* the Work will be accomplished, but do not change the scope of what Work will be performed, or the overall contract payment amount.

10.11 **Amendments; Waiver.** The parties may amend this agreement by a written instrument signed by the authorized representatives of both parties. No waiver under this agreement will be effective unless it is in writing and signed by an authorized representative of the party granting the waiver. A waiver granted on one occasion will not operate as a waiver on other occasions.

10.12 **Execution.** If the parties sign this agreement in several counterparts, each will be deemed an original, but all counterparts together will constitute one instrument. The parties may sign and deliver this agreement (and any ancillary documents) to each other electronically, and the receiving party may rely on the electronic document as if it was a hard-copy original. The parties each state that they have the necessary legal authority to enter into and sign this agreement, and to perform their obligations under this agreement.

10.13 **Choice of Law and Venue.** Yakama law governs the validity and interpretation of this agreement, and any adversarial proceedings brought by one party against the other party arising out of this agreement. Any court action filed to enforce or interpret this agreement must be in the Yakama Tribal Courts. Consultant acknowledges that this agreement will be considered to have been executed at the Yakama Nation governmental headquarters in Toppenish, WA, and that this agreement establishes a consensual business relationship between the parties for purposes of Yakama Tribal Court jurisdiction. Consultant shall not raise any personal jurisdiction objections to Tribal Court jurisdiction.

10.14 **Sovereign Immunity.** In entering into this agreement, the Yakama Nation is not waiving its sovereign immunity from suit, and is not waiving, altering, or otherwise diminishing its rights, privileges, remedies, or services guaranteed by the U.S. Treaty with the Yakamas of June 9, 1855 (12 Stat. 951).

10.15 **Special Terms & Conditions.** In addition to the forgoing terms and conditions, the following requirements will apply to this Agreement:

(a) Consultant shall comply with any and all requirements of the Intergovernmental Master Agreement No. 56662 (hereafter the "Master Agreement" or "IG-MA 56662"), as amended, between the Yakama Nation and the Bonneville Power Administration (hereafter "BPA") applicable to subcontractors. If Consultant is authorized under this Agreement to hire any subcontractors, Consultant shall ensure that their contracts also include requirements for compliance with the terms of the Master Agreement applicable to subcontractors. Consultant is responsible for reviewing the Master Agreement to determine which terms apply to Consultant's work.

The full text of the Master Agreement may be reviewed at:

- [http://yakamafish-nsn.gov/sites/default/files/projects/Master\\_Agreement\\_56662\\_Original-Terms-and-Conditions.pdf](http://yakamafish-nsn.gov/sites/default/files/projects/Master_Agreement_56662_Original-Terms-and-Conditions.pdf)
- [http://yakamafish-nsn.gov/sites/default/files/projects/Master\\_Agreement\\_56662\\_Mod\\_01-Terms-and-Conditions.pdf](http://yakamafish-nsn.gov/sites/default/files/projects/Master_Agreement_56662_Mod_01-Terms-and-Conditions.pdf)
- [http://yakamafish-nsn.gov/sites/default/files/projects/Master\\_Agreement\\_56662\\_Mod\\_02-Terms-and-Conditions.pdf](http://yakamafish-nsn.gov/sites/default/files/projects/Master_Agreement_56662_Mod_02-Terms-and-Conditions.pdf)

Consultant hereby states and certifies that it has read the Master Agreement and agrees to be bound by the applicable terms. Consultant further states that it has the capacity to comply with the Master Agreement's applicable terms.

(b) Funds for compensation of Consultant for the Services rendered to the Yakama Nation under this agreement are provided by BPA through a particular IG-MA 56662 Funding Release. The Yakama Nation's obligation under this Agreement to reimburse the Consultant is conditioned upon these necessary funds being made available to the Yakama Nation. Failure of BPA to provide such funding within the contract term shall void this Agreement and Consultant shall have no cause of action against the Yakama Nation.

(c) Per the terms of the particular IG-MA 56662 Funding Release, Consultant shall comply with any and all requirements of the Funding Release applicable to subcontractors. If Consultant is authorized under this Agreement to hire any subcontractors, Consultant shall ensure that their contracts also include requirements for compliance with the terms of the Funding Release applicable to subcontractors. These requirements include, without limitation:

- i. The Dept. of Labor Davis Bacon Act General Decision No. WA180090, WA90, Heavy Construction Projects (including sewer/water line), Chelan County, WA;
- ii. The Dept. of Labor Davis Bacon Act General Decision No. WA180079, WA79, Heavy Construction Projects (including sewer/water line), Okanogan County, WA;
- iii. The Dept. of Labor Service Labor Standards, Wage Determination Nos. 2015-5542, Revision 7, 12/26/2018, Chelan County, WA;
- iv. The Dept. of Labor Service Labor Standards, Wage Determination Nos. 2015-5558, Revision 9, 12/26/2018, Okanogan County, WA;
- v. The Dept. of Labor Service Labor Standards, Wage Determination Nos. 2015-5543, Revision 7, 12/26/2018, Yakima County, WA; and
- vi. Bonneville Purchasing Instructions Contract Clause 10-16 – Affirmative Action Compliance Requirements for Construction (10-16). Bonneville Purchasing Instructions may be reviewed at <https://www.bpa.gov/Doing%20Business/purchase/BPI/BPI-18-1-Parts-1-35.pdf>.

The goals for minority and female participation, expressed in percentage terms for the Contractor's aggregate work force in each trade on all construction work in the covered area, are as follows:

- Goals for minority participation: 7.2% for both counties
- Goals for female participation: 6.9% for both counties

**Each party is signing this agreement on the date stated opposite that party's signature:**

**THE CONFEDERATED TRIBES AND BANDS OF THE YAKAMA NATION:**

By: JoDe Goudy

Date

Title: Tribal Council Chairman

**[CONSULTANT]:**

EIN #:

By:

Date

Title:

## EXHIBIT A – SCOPE OF WORK

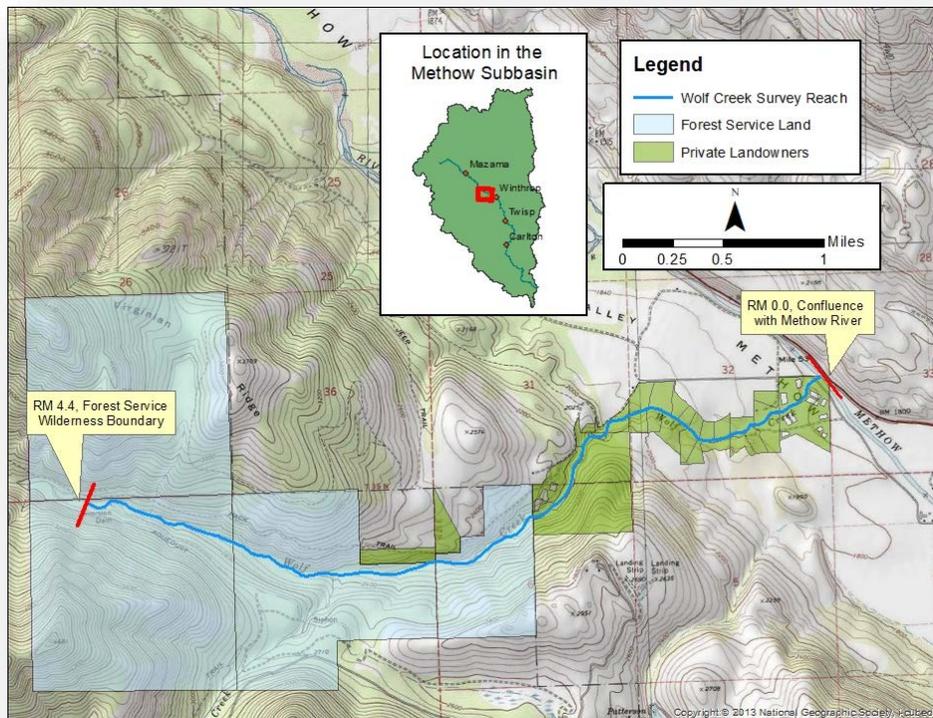
### Background

Yakama Nation Fisheries is requesting proposals from qualified engineering firms to assist restoration planning and project identification efforts in the lower 4.4 miles of Wolf Creek, a tributary to the Methow River in Okanogan County. The contractor selected through this solicitation will produce a Reach Assessment that will objectively identify, prioritize, and conceptually develop restoration projects that benefit threatened and endangered salmonids.

Yakama Nation Fisheries has been working closely with the landowners in the project area, including the Okanogan-Wenatchee National Forest. The contractor will work to incorporate comments and feedback from the Yakama Nation as well as the Forest Service to create the final document.

### Project Location

4.4 river miles will be assessed through this contract. The study area includes the mouth of Wolf Creek (at its confluence with the Methow River, RM 54), to the USFS wilderness boundary approximately 4.4 miles from the mouth of Wolf Creek.



## Project Tasks

### Task 1 – Initiation meeting

Contractor will attend a meeting with Yakama Nation Fisheries Staff and stakeholders to discuss goals and objectives, approach, schedule, and to initiate data acquisition. It is assumed that Yakama Nation Fisheries Staff will be the liaison with stakeholders and coordinate meeting schedule and venue.

### Task 2 – Acquisition of Available Assessment Data

Contractor will acquire available digital data from various sources, including Yakama Nation staff, stakeholders, implementers, federal and state agencies and other online sources. This information will be reviewed and utilized where pertinent to produce a detailed, data driven, Reach Assessment. Data sources and information may include, but are not limited to:

- GIS and other data sources including aerial photography, historical mapping, geology, soils, roads, forest cover, land-use, landownership, hydromodifications, water withdrawals, and others.
- Topographic mapping and data, including LiDAR (if available) and a longitudinal channel profile
- Significant human features
- Reach-level Ecosystem Indicators (REI)
- Reach-scale restoration objectives
- Existing and potential fish use and distribution
- Stream habitat survey data

Data acquisition will be initiated at the project kick-off meeting (Task 1). Data and other background information will be collected via follow-up communication and coordination during the project.

### Task 3 – Field Surveys and Preliminary

Stream habitat and geomorphology surveys will be conducted on Wolf Creek from the border of the Forest Service Wilderness boundary at RM 4.4 to the Methow River confluence at RM 0.0. For this assessment landowner consent of access will be coordinated by Yakama Nation Fisheries staff.

***Stream habitat survey*** – The habitat survey will characterize stream channel and riparian habitat conditions. The survey will help to identify areas that would benefit most from habitat enhancement and will serve as a baseline for future monitoring of project effectiveness. The habitat survey will be conducted using the USFS Level II protocol. The methodology employs a habitat unit survey along with general characterization of substrate, large woody debris, and riparian conditions.

Draft stream habitat survey summaries will be produced that document the findings of the stream habitat survey. Data will be presented in tables and figures and will include narrative interpretations of the results, especially as they apply to the identification of habitat enhancement activities.

***Geomorphology assessment*** – A geomorphologist(s) will walk each reach in the study area and characterize bio-physical conditions and channel processes. Relevant information presented in the Methow Subbasin Geomorphic Assessment will be reviewed prior to the geomorphology surveys in order to provide context for field investigations. In particular, an emphasis will be placed on identifying site-specific geomorphic conditions to inform the selection of habitat restoration actions.

Geomorphic conditions will be recorded during field surveys. Conditions with respect to the following observed characteristics will be described: 1) sediment transport and response conditions, 2) channel incision and channel evolution trends (erosion and stability), 3) substrate types, distribution, and availability, 4) influence and role of large woody debris, 5) floodplain, channel migration zone, and habitat connectivity, 6) surface and subsurface flow interactions, 7) influence of past and current human structures and activities (road crossings, levees, etc.), and 8) interaction of the stream with riparian ecological processes. Analysis of aerial photography, topographic data, historical information, geology mapping, and other data sources will be used to complete the geomorphology analysis. The condition and impact of land uses (historic and current) on reach-scale processes and habitat will be described in draft form. Risks and constraints associated with existing or planned land-uses will be documented in draft form.

***Hydraulic Modeling*** – A planning level hydraulic model will be developed for the study area. Hydraulic modeling will be applied to available topographic and bathymetric data in order to evaluate hydraulic and sediment transport conditions at the reach-scale. This analysis will help inform the understanding of flood risk to infrastructure and future potential projects, as well as help identify the impact of human features on floodplain connectivity.

#### Task 4 – REI Analysis and Restoration Strategy

***Reach-Based Ecosystem Indicators*** – Results of the habitat, geomorphic, and hydraulic assessments will be used to populate the regional REI metrics for each delineated reach within the 4.4 mile length of the survey area. These metrics offer a consistent means to characterize the overall condition of habitat and stream physical processes and will help to identify and target restoration actions.

***Identification of project opportunities*** – Project opportunities will be identified in tandem with the geomorphology survey. Identification of opportunities will be guided by the combination of: 1) site observations of geomorphology, habitat, riparian, and land-use impairments. Opportunities for stream habitat enhancement will be identified and draft project descriptions

will be produced. Project descriptions will include: 1) location information, 2) overview of existing conditions, 3) treatment alternatives, and 4) access and feasibility considerations. Photographs and GPS coordinates will be taken to document observed conditions and location information.

**Restoration Strategy** - The restoration strategy is the link between the technical analysis and the identification/prioritization of specific project opportunities. For each reach in the study area and for a suite of multiple habitat and geomorphic metrics, the restoration strategy identifies the target condition and compares that to the existing condition. Restoration action types are then identified that are necessary to bring existing conditions up to target conditions. The information on existing conditions comes from the stream habitat, geomorphic, hydraulic, and REI assessments. Target conditions are identified with reference to historical information, needs of the fish species, and properly functioning conditions identified by the REI analysis.

The restoration strategy includes the development of reach-scale strategy tables, project maps showing potential restoration actions, and project prioritization. Project prioritization will occur using a prioritization system that is based on the needs identified in the restoration strategy as well as other factors including socio-economic considerations. Prioritization will utilize methods previously employed as part of past Yakama Nation Reach Assessments. Please refer to the Mad River Reach Assessment found in the link on the RFP Webpage, for an example of the YN preferred layout and format.

**Project Ranking** - Projects will be evaluated and ranked in relative order using the YN UCHRP Project Ranking Methods provided as an attachment.

#### Task 5 – Compile Draft and Final Report

A draft Habitat Assessment and Restoration Strategy document will be compiled that describes the background, methods, and results of the assessment work. That draft document will be reviewed by the Yakama Nation and stakeholders, as determined by YN staff. The document will be revised and finalized based on review of comments and coordination with YN staff. A minimum of three revisions should be expected.

**Included in this task, the selected contractor will produce and deliver 10 bound, color copies of the final report and associated appendices.**

#### Task 6 - Project Management

The contractor will provide regular communication with YN staff and reporting of project status. The contractor will provide routine communications with YN, Watershed Action Teams (WATs), and others as needed to carry out project activities. The contractor will prepare presentations for and attend up to five meetings to present the findings, data, analysis, or report to agency stakeholder or public for additional feedback for the reach assessments.

## Consistent Satisfactory Progress

Consistent satisfactory progress in this project will be required. Satisfactory progress will be measured by both the quality and quantity of work. If for any reason no work is performed, the Contractor may be given a notice of contract cancellation. Consistent satisfactory progress will also be determined by the Contractor's demonstrated ability to perform all work tasks described in the Scope of Work. If it appears that the Contractor is unable to complete the project tasks the Contractor may be given a notice of contract cancellation. The Yakama Nation's designated representative will monitor progress closely.



## EXHIBIT C – PAYMENT TERMS

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**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/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 take action to 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.** The Yakama Nation shall pay all approved invoices within 60 days following the date of invoice.

SAMPLE FY19 BILLING FORMS FOR CONSULTANT/CONTRACTOR

Invoice #: \_\_\_\_\_  
 Pages attached: \_\_\_\_\_

FY19 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 telefax, 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
<b>TOTAL AMOUNT OF BILLING</b>	<b>\$0.00</b>

Signature \_\_\_\_\_ date \_\_\_\_\_

Consultant Services Agreement btw. Yakama Nation and \_\_\_\_\_





