Cowlitz Indian Tribe
Natural Resources Department

Request for Proposals ("RFP")

Exhibit A
Cispus-Yellowjacket Phase 3 Restoration Project
RFP for Project Construction

Technical Contacts: Justin Isle – Senior Restoration Ecologist/PM (jisle@cowlitz.org) 503-799-0934 cell
Peter Barber – Habitat Restoration and Conservation Program Manager (pbarber@cowlitz.org) 360-839-9299 cell

Admin. Contact: Tiffini Johnson – Executive Assistant to Tribal Manager (tjohnson@cowlitz.org) 360-324-9485

Critical Dates:
• DJC Public Notice: est. March 8-9, 2023
• Mandatory Site Tour/Job Walk: March 17, 2023 – 10:00am PST
• Request for Clarification/Question Submittals by: March 22, 2023– 6:00pm PST
• Response to Questions: est. March 27, 2023 – 6:00pm PST
• Proposal Submission Deadline: March 30, 2023 – 2:00 pm PST
• Tentative Award Selection/Contract Award: April 3, 2023

Project Timeline:
• Contractor mobilization – June 2023
• Contractor may begin work below the OHWM, but not in the active (wetted) channel on June 15
• Contractor may begin work below the OHWM and within the active (wetted) channel from July 15 – September 30.

Contract Attachments:
• Exhibit A – RFP
• Exhibit B – Contract
• Exhibit C – Client & Project References Sheet Template
• Exhibit D – Bid Sheet and Bidders Obligations and Representations
• Exhibit E – Price Sheet - Contingency Support (Ground Based Heavy Equipment/Operator Hourly Rates)
• Exhibit F – Log Deck Examples
Overview

The Cowlitz Indian Tribe (Tribe - CIT) has secured funding through the Recreation and Conservation Office’s (RCO) Salmon Recovery Funding Board (SRFB), Tacoma Public Utilities (TPU), and the NOAA Fisheries Pacific Coastal Salmon Recovery Fund (PCSRF) for harvest and delivery of conifer logs to support the Tribe’s upcoming Cispus-Yellowjacket Phase III Habitat Restoration Project in Lewis County, Washington. The project is located within the Gifford Pinchot National Forest, approximately 11 miles southeast of Randle near the confluence of Yellowjacket Creek and the Cispus River.

In preparation for this project, the Cowlitz Tribe coordinated with the USFS and hired a contractor to harvest and deliver approximately 2500 whole trees ranging from approximately 10 to 28 inches Diameter Breast Height (DBH) with rootwads attached. Trees were harvested and delivered to a stockpile area near the project site that is adjacent to Forest Road 28. All large wood needed for construction of this habitat restoration project is onsite and available to the selected contractor.

The proposed habitat restoration project includes the following major components:

- Installation of 11 Apex ELJ’s within the Yellowjacket Creek;
- Installation of 7 Side Channel Roughness ELJ’s in side channels of Yellowjacket Creek which also include driving timber piles using a vibratory pile driver;
- Stabilization of several natural logjams using vibratory pile driver and timber piles;
- Dewatering/diversion, water control, work area isolation and fish exclusion;
- Creation of and decommissioning of temporary access routes,
- Temporary water crossings (e.g., bridge or approved equals suitable for construction equipment);

Additional ELJ’s (proposed for future phases) have also been shown in the project permits and plans. We anticipate having the selected contractor install several of the following Alternative/Contingency ELJ’s if budget/schedule allow:

- Up to 5 Alternative/Contingency Apex ELJ’s within Yellowjacket Creek (Marked with A-Alt on figures)
- Up to 4 Alternative/Contingency Side Channel Roughness ELJ’s in side channels of Yellowjacket Creek.

The Cowlitz Tribe is soliciting proposals from construction contractors with experience.
implementing large-scale habitat restoration projects. Specifically, the Tribe is interested in contractors that have the capacity and expertise to implement instream and floodplain habitat restoration projects that require:

- Specialized equipment including log loaders/shovels, large excavators, skidders and associated attachments (e.g., vibratory pile driver) to efficiently deliver and install large wood habitat structures in both wet and dry environments while minimizing riparian impacts;
- Heavy equipment with bio-hydraulic fluids as required by project permits;
- Experience and successful track record with performing in-water work, isolation, fish exclusion, dewatering/diversion & turbidity controls;
- Experience installing/removing temporary crossings (e.g., temporary bridges, log crib/corduroy, or equivalents) and working on log corduroy to minimize in-stream and riparian impacts during construction;
- Track record of successfully implementing in-stream habitat restoration projects in environmentally sensitive environments while maintaining compliance with Federal, State, and local permit requirements including, but not limited to, USFS permits, Aquatic Restoration Biological Opinion II (ARBO II), USFS/WDFW MOU Guidelines, Army Corps of Engineers (Corps) Section 404 Clean Water Act permit, Department of Ecology (DOE) 401 Certification, Washington Department of Fish and Wildlife (WDFW) Hydraulic Project Approval (HPA) and Department of Natural Resources (DNR) Forest Practice Act Permit (FPA);
- Proven track record of successfully implementing similar sized habitat restoration projects within the past 5 years.

**Location**
The project site is located within the Gifford Pinchot National Forest, approximately 11 miles southeast of Randle near the confluence of Yellowjacket Creek and the Cispus River. In general, the habitat restoration will occur on Yellowjacket Creek, beginning at its confluence with the Cispus River, and extending upstream approximately 0.4-mile. The staging area for the construction contractor and the existing large wood stockpile location are near the USFS’ Yellowjacket Ponds site, just past the Tom Music Bridge on the 28 Road. The coordinates for the staging/stockpile site are Lat 46.437298° N Long -121.839284° W.

**Project Timeline**
The Tribe anticipates the selected contractor will mobilize staff and equipment in June with a phased “in-water work window” that allows work below the OHWM but outside the active (wetted) channel starting on June 15. Work in the active (wetted) channel may begin on July 15 and extend through September 30 (pending agency approval). All in-water work must be completed by the end of the regulated in-water work window with contractor cleanup and demobe anticipated by October 15 unless additional services are requested by CIT Project Manager.
Contractor’s Obligations
In general, the Contractor shall maintain an adequate work force at all times to ensure timely completion of the work. Crew members shall utilize appropriate safety equipment at all times, as per industry standards and USFS requirements. This includes Contractor compliance with all applicable federal and state laws, Tribe/USFS requirements relating to fire prevention, and project-specific regulatory permits. The project area is accessible to the public, while the project staging/stockpile area is behind a locked gate; however, CIT and USFS assume no responsibility for damage to equipment. The Contractor:

- Shall furnish all additional materials, staff, equipment and tools necessary to safely and efficiently construct the restoration project per the engineer’s plans and specifications, and as per regulatory agency permit requirements (e.g., log loaders/shovels, excavators with thumb or 360 clamshell bucket, vibratory pile driver attachment, etc.);
- Shall pressure wash all equipment and make sure they are clean of mud and soil for USFS inspection in Randle prior to delivery to the job site;
- Shall provide a minimum of two spill kits (one along the stream reach adjacent to construction activities and one at the staging/stockpile site);
- Shall provide fire prevention measures onsite as per USFS/Tribe requirements and abide by all DNR Industrial Fire Precaution Levels;
- Shall provide excavators/log loaders and other equipment operating below the OHWM with biodegradable and non-toxic hydraulic fluids (e.g., Caterpillar HEES or equivalents);
- Shall maintain Logger’s Broad Form insurance for duration of the project – Cowlitz Indian Tribe named additional insured;
- Shall work cooperatively with CIT Project Manager, USFS Biologist and Project Engineer during project construction;
- Shall implement the project in compliance with regulatory permits (Exhibit I – example permits from prior phase of project are provided for reference)
- Shall conduct site cleanup measures as directed by the CIT Project Manager/USFS Biologist which may include, but not be limited to, loosening of compacted soil, decommissioning temporary access routes, scattering slash over disturbed soil or similar activities;

Bid Sheet and Bidder’s Obligations and Representation:
- Please review, complete, sign and return the attached bid sheet and bidder’s obligations and representations pages with your proposal.

Price Sheet - Ground Based Heavy Equipment/Operator Support (Alternate/Contingency)
- Depending on contractor rates, availability and funding, Contractor may be requested to install additional habitat structures and/or conduct additional follow-on tasks to support Tribe/USFS restoration activities within or adjacent the project site as directed by the CIT Project Manager.
Payment Schedule and Contract
The selected contractor may submit up to five invoices during the period of performance. Progress payments/invoices shall be coordinated with, and are subject to approval by, CIT Project Manager. Retainage of 5% of each invoice may be required, and shall be paid with final invoice upon final walk-through, inspection, and punchlist. **Prevailing wage rates and associated documentation is required for this contract.** Contract is included with this RFP.

Measurement for payment will be based on lump sum bid sheet items including all incidentals, and the actual number of units provided and installed per specifications as reviewed, approved, and accepted by CIT Project Manager/Engineer for unit cost items. Habitat structures and other unit cost items per bid sheet may vary in location (e.g., fit in the field as is typical with habitat restoration projects) and/or quantity depending on site conditions, unit cost pricing and grant funding. Several additional/alternate habitat structures may be constructed if schedule/budget allows. CIT PM and Engineer will coordinate closely with contractor’s superintendent and heavy equipment operators after selection regarding contractor’s proposed approach to project construction, staffing, schedule, and critical milestones at a pre-construction meeting onsite prior to mobilization.

If requested in writing by CIT PM, **additional/contingency bid items and/or post-project support** (as per price sheet) may be requested to further support implementation and planning of additional phases of restoration. CIT Project Manager, in coordination with the Contractor’s Superintendent, shall maintain a record of hourly and unit cost pay items per the price sheet for invoicing and payment. Measurement for payment for these contingency efforts (if requested) will be based on the actual number of equipment hours used according to the CIT Project Manager’s records, rounded to the nearest 15 minutes, and made at the hourly and unit prices shown on the price sheet for each piece of equipment. No payment will be made for non-work hours due to lunch, breaks, maintenance, or breakdowns.

Suspension and Debarment
The Cowlitz Indian Tribe will not consider proposals from entities which have been suspended or debarred, and must present, if asked, certification regarding debarment, suspension and other responsibility matters.

Applicants may consult the System for Award Management ([https://www.sam.gov](https://www.sam.gov)) to access the federal list of active suspensions or debarments.

Proof of Insurance
As evidence of the insurance coverage required by this Contract, the Tribe will require the Contractor furnish acceptable insurance certificates with coverage as detailed in the attached contract prior to commencing work. Insurance limits and requirements for logger’s broad form coverage are summarized in the attached contract. The certificate will specify all of the parties who are covered including, but not limited to, the Cowlitz Indian Tribe and USFS (the landowner). If requested, complete copies of insurance policies, trust agreements, etc. shall be provided to the Tribe. The Contractor shall be financially
responsible for all pertinent deductibles, self-insured retentions and/or self-insurance. A certificate of insurance may be provided with proposal.

**Bonding**
A bid bond for 10% of the contractor’s total bid amount and performance/payment bonds will be required for the total amount awarded by the contract. Bonds shall be provided on standard surety forms.

**Submittals**
Contractors are invited to respond to this RFP at their own cost. The submittal is limited to a maximum of 16 pages (8 sheets if duplex-printed) on 8.5” x 11” paper, **not** including the bid sheet (including bidder’s obligations and representations pages) and price sheet. The Tribe will not review materials in excess of the 16-page proposal submittal limit.

**The Tribe will evaluate proposal submittals based on the following required submittals:**
1. **Relevant Company Experience** implementing large-scale (reach-level) instream habitat restoration projects and specialized experience building ELJ’s and working within the active channel including use of cable and threaded rod.
2. **Detailed Approach** describing the number and types of heavy equipment and personnel *specifically dedicated* to complete this restoration project.
3. **Schedule/Availability:** Estimate of availability and proposed construction / implementation schedule (including number of crews/staff, production rates, etc.).
4. **Client References:** provide a minimum of three examples of similar-sized instream/habitat restoration construction projects completed within the last 5 years;
5. **Key Personnel/Expertise:** Project Manager, Supervisor/foreman experience, equipment operators, and laborers (e.g., bios – tell us a little about your staff);
6. **Proposed Equipment and any Specialty Equipment:** Include specialty attachments or equipment (e.g., 360 clamshell buckets, movax vibratory hammer attachment, etc.)
7. **Bid Sheet and Bidder’s Obligations and Representations:**
8. **Price Sheet – Contingency Support:** Ground Based Heavy Equipment/Operator Hourly Rates)
9. **Bonding:** Bid bond and performance bond.
10. Describe ability to respond to the Cowlitz Indian Tribe’s time-sensitive schedule, demonstrated ability to work successfully with Tribes, Timber companies, USFS, or similar owners on prior stream/habitat restoration projects.

Each proposal received will be scored on the criteria A - D listed below considering contractor responses to Items 1 through 10 (listed above).
<table>
<thead>
<tr>
<th>Criteria</th>
<th>Points</th>
</tr>
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<tbody>
<tr>
<td>A. Contractor Experience &amp; References</td>
<td>10</td>
</tr>
<tr>
<td>B. Contractor Approach &amp; Safety</td>
<td>15</td>
</tr>
<tr>
<td>C. Contractor Equipment</td>
<td>5</td>
</tr>
<tr>
<td>D. Contractor Pricing</td>
<td>70</td>
</tr>
<tr>
<td><strong>Total Points Available:</strong></td>
<td><strong>100</strong></td>
</tr>
</tbody>
</table>

The Tribe is interested in working with qualified contractors who have demonstrated expertise completing instream and habitat restoration projects. To that end, Tribe staff will check references and research past completed projects to inform the contracting decision and scoring. The Tribe will review each proposal, proposed project-specific approach and pricing to identify the first-choice contractor offering the “best value to the Tribe” and then enter into negotiation with the first-choice contractor to award the contract. If agreement cannot be reached on budget, Tribe staff will enter negotiations with the lower ranked contractors, in ranked order, until agreement is reached. The Tribe reserves the right to accept or reject any or all bids, enter into contracts with more than one contractor, and use selected contractor and contract rates on more than one project. The Tribe reserves the right to waive any formal defects or irregularities in the proposals/bids, or to not award the project or revise quantities if deemed to be in the interest of the Tribe or funding agencies (e.g., if costs exceed grant funding).

Materials submitted in response to this competitive procurement shall become the property of the Cowlitz Indian Tribe and will not be returned. All questions regarding this request for proposals shall be made via e-mail to Justin Isle at jisle@cowlitz.org. Responses to questions shall be sent via email to all contractors that have expressed interest in submitting a proposal. No inquiries will be answered if received after 6:00 PM on March 22, 2023. **A hard copy or electronic version (email preferred) of Contractor’s proposal must arrive at the following address no later than 2:00 PM on March 30, 2023:**

Justin Isle – Senior Restoration Ecologist  
Cowlitz Indian Tribe  
1055 9th Avenue, Suite A  
Longview, WA 98632  
Telephone Number (503) 799-0934 Cell, or email jisle@cowlitz.org  
If delivering proposal in person, please call in advance for office hours and directions.

If interested in submitting a proposal and bid, **please RSVP to the mandatory job walk/site tour by responding to my email.** We will provide meeting location and additional details when you RSVP. Thank you.
CONSULTANT AGREEMENT

Between:

The Cowlitz Indian Tribe on behalf of its Natural Resources Department
P.O. Box 2547
Longview, WA 98632
General Phone: (360) 577-8140
Department Phone: (360) 353-9509
(Hereinafter “Tribe”)

CONSULTANT NAME
ADDRESS
ADDRESS
Phone:
(Hereinafter “Consultant”)

This Consultant Agreement (“Agreement”) is executed by and between Consultant and the Tribe, a federally recognized sovereign nation pursuant to 65 Fed. Reg. 8436 (Feb. 18, 2000). Consultant and Tribe 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 **April XX, 2023 through October 30, 2023** 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 Exhibits A, D, E, G, H, I, J and K (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. Tribe 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.

   Tribe’s Staff Contact: Justin Isle
   Phone: 503.799.0934
   Email: jisle@cowlitz.org
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 Tribe shall be to the Cowlitz General Council Chair at the address set forth on page one of this Agreement, with courtesy copies sent to the Tribe’s designated Staff Contact listed above, and to the Tribal Attorney of the Cowlitz Indian Tribe Legal Department at P.O. Box 2547 Longview, WA 98632.

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 Cowlitz Tribal Council, acting through its designated representative and executed by an individual to whom the Tribe has delegated signature authority.


6.1. Maximum Compensation. The maximum total compensation amount approved by Tribe and payable to Consultant under this contract shall not exceed XXX ($XXX); 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 Services. If the Agreement 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 Tribe, 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. Tribe shall compensate Consultant according to the billing rate(s) and/or fee schedule(s) set forth in Exhibit D and Exhibit E, in an amount not to exceed that stated in Section 6.1 above.

6.2.1. Rates are based on a Consultant utilizing a standard forty-hour week with its workforce. Nothing herein prevents the Consultant from setting its own schedule and, consistent with the critical dates specified in the Agreement,
completing its work at an accelerated pace; however, Consultant agrees that overtime is not authorized by this Agreement and that hourly rates shall not be varied by virtue of the Consultant/Contractor having performed work in excess of a standard forty-hour week. The Consultant acknowledges and agrees that, when applicable, and consistent with the limitations specified in this section, it must comply with 40 U.S.C. 3701-3708.

6.3. **Eligible Expenses**. Consultant may only seek reimbursement for Eligible Expenses, which are those reasonable expenses incurred with the prior written approval of Tribe or its designated representative. For Eligible Expenses, Consultant must provide a receipt or other proper proof of expense to receive reimbursement from Tribe.

6.3.1. **Travel Expenses**. Subject to applicable law, Tribe 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 Cowlitz Indian Tribe law or policy, the Cowlitz Indian Tribe law or policy shall govern.

6.3.2. **Ownership of Expensed Items**. Tribe shall retain sole and exclusive ownership of all property — real, movable, and/or intellectual — for which Tribe has provided any reimbursement to Consultant under this Agreement. Consultant shall promptly deliver to Tribe any Cowlitz Indian Tribe property upon request, or at the completion or termination of this Agreement.

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 Tribe in the Treasury of the United States, (b) appropriated by Congress, or (c) from local funds maintained in the name of the Tribe.

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 Management and Budget’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 Tribe for any costs of the Consultant that are disallowed by a grantor.

6.6. **Invoicing & Payment**. Consultant shall submit invoices and appropriate supporting documentation to Tribe in accordance with Exhibit A. 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 Tribe’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 Tribe’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 Tribe’s request, Consultant will provide oral reports and presentations to the Cowlitz Tribal Council and/or General Council.

6.6.2.  **Invoice Issues.**  If a question or concern arises regarding an item on an invoice, Tribe 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 Tribe, 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 Tribe’s 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 Tribe; nor will Consultant or its personnel be entitled to any employee benefits provided by the Tribe. 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 Cowlitz Indian 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 Cowlitz Indian Tribe.

8.3 **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.

8.4 **Taxes, Permits, Fees.** Consultant expressly agrees to pay and administer all federal, state and local taxes, permits, licenses, permits, duties, and other expenses incurred or payable in connection with the Services. The foregoing agreement includes, without limitation, payment of taxes based on or related to Consultant’s or its Subcontractors’ or vendors’ labor or income (collectively, “Consultant Taxes”); provided, however, that if Consultant is responsible for payment of the Tribe’s taxes under applicable law, unless otherwise instructed by the Tribe or the Tribe is contesting such taxes, Consultant must pay such taxes and Tribe must reimburse Consultant therefor upon submission of evidence of payment. Consultant must promptly provide Tribe with reports or other evidence reasonably acceptable to Tribe showing the payment of Consultant taxes by Consultant. Consultant must cooperate with Tribe to endeavor to minimize any taxes payable Tribe. Consultant must make available to Tribe and claim all applicable sales and/or use or excise tax exemptions, credits or deductions relating to the Services. To the extent Consultant is required by applicable law to collect sales tax from Tribe, Consultant must identify applicable taxes within their budgets and provide evidence of payment or invoice for the sales tax before collecting sales tax from Tribe on materials physically incorporated as part of the Services. Consultant must promptly provide Tribe with evidence reasonably acceptable to Tribe showing the payment of any sales tax by Consultant. Taxes paid by the Tribe hereunder are included within the Maximum Compensation allowed under paragraph 6.1 of this Agreement. Consultant agrees to 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.

8.5 **Subcontractors.** Consultant shall not be permitted to hire a subcontractor to perform the Services contemplated by this Agreement without the Tribe’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.

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 Tribe 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 Tribe.

10. **Access to Records, Personnel, and Facilities.** Subject to applicable law, Tribe 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 Tribe (“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.**

1.1. **“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.

1.2. **Ownership.** Tribe 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 Tribe upon the expiration or termination of this Agreement or upon request.

1.3. **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 Tribe. 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.

1.4. 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 Tribe, which could not be adequately compensated by money damages. Thus, Consultant agrees that Tribe 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 Tribe’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 Tribe 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 Tribe 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 Tribe and any of the Tribe’s contractors, subcontractors, agents, officers, employees or entities.

13. Indemnification. Consultant agrees to, at its sole expense, hold harmless, indemnify, and at Tribe’s sole discretion defend the Tribe 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 Tribe, 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.

The Tribe agrees to, at its sole expense, hold harmless, indemnify, and at Consultant’s sole discretion defend the Consultant 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 Consultant, its officers, agents, employees, and/or assigns, that arise out of or are based upon, whether directly or indirectly, the Tribe’s and/or the Tribe’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 Cowlitz 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 Tribe, 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 Cowlitz Indian Reservation in Ridgefield, 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.

### 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 – RFP
- Exhibit C – Client & Project References Sheet Template
- Exhibit D – Bid Sheet and Bidders Obligations and Representations
- Exhibit E – Price Sheet – Contingency Support (Ground Based Heavy Equipment/Operator Hourly Rates)
- Exhibit F – Boulder Collar and Whole Tree/Log Deck Examples
- Exhibit G – Project Plans
- Exhibit H – Project Specifications
- Exhibit I – Permits
- Exhibit J – Contractor’s Proposal
- Exhibit K – Tribe’s Q&A Responses

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 Scope 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 State of Washington. This Agreement is deemed executed at the Cowlitz Indian Reservation in Ridgefield, Washington. Venue of any court action filed to enforce or interpret the provisions of this Agreement shall be exclusively in the courts of Clark County, Washington. 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 the Tribe, 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 federal law.

20. **Special Provisions.** In addition to the forgoing terms and conditions, the following requirements are agreed to and shall apply to this Agreement:

20.1. Compensation under this Agreement is dependent upon availability of funds to the Tribe under agreements numbered 20-1358 and 20-1177 between the Washington State Recreation and Conservation Office and the Tribe, the contract clauses of which
are attached hereto and incorporated by reference herein. In addition to compliance with the other terms of this Agreement, Consultant shall comply with all requirements set forth in agreements numbered 20-1358 and 20-1177’s clauses that are applicable to subcontractors by its terms.

IN WITNESS WHEREOF, we set our hands and seals:

**Cowlitz Indian Tribe:**

By: ________________________________

Date: ______________________________

Name: ______________________________

Title: ______________________________

**Consultant:**

By: ________________________________

Date: ______________________________

Name: ______________________________

Title: ______________________________
Exhibit C – Client & Project References

(Please provide 3 Client/Project References for Similar Projects Completed in the last 7 Years – Include form with Proposal, Bid Sheet and Price Sheet, or attach equivalent/similar reference pages)

Project Name / Completion Date: _______________________________________________________
Client Name: ________________________________________________________________________
Client Phone: ________________________________________________________________________
Client Email: _________________________________________________________________________
Brief Project Description: __________________________________________________________________________
____________________________________________________________________________________
____________________________________________________________________________________
____________________________________________________________________________________
____________________________________________________________________________________
____________________________________________________________________________________

Project Name / Completion Date: _______________________________________________________
Client Name: ________________________________________________________________________
Client Phone: ________________________________________________________________________
Client Email: _________________________________________________________________________
Brief Project Description: __________________________________________________________________________
____________________________________________________________________________________
____________________________________________________________________________________
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Project Name / Completion Date: _______________________________________________________
Client Name: ________________________________________________________________________
Client Phone: ________________________________________________________________________
Client Email: _________________________________________________________________________
Brief Project Description: __________________________________________________________________________
____________________________________________________________________________________
____________________________________________________________________________________
____________________________________________________________________________________
____________________________________________________________________________________
____________________________________________________________________________________
Exhibit D
Bid Sheet & Bidder’s Obligations and Representations
Cowlitz Indian Tribe
Natural Resources Department

Cispus-Yellowjacket Phase 3 Restoration Project – Bid Forms

(please complete, sign, and include all sheets with your proposal)

B-1  PROJECT DESCRIPTION

The Cowlitz Indian Tribe (Tribe - CIT) has secured funding through the Recreation and Conservation Office’s (RCO) Salmon Recovery Funding Board (SRFB), Tacoma Public Utilities (TPU), and the NOAA Fisheries Pacific Coastal Salmon Recovery Fund (PCSRF) for harvest and delivery of conifer logs to support the Tribe’s upcoming Cispus-Yellowjacket Phase III Habitat Restoration Project in Lewis County, Washington. The project is located within the Gifford Pinchot National Forest, approximately 11 miles southeast of Randle near the confluence of Yellowjacket Creek and the Cispus River.

The project site is located within the Gifford Pinchot National Forest, approximately 11 miles southeast of Randle near the confluence of Yellowjacket Creek and the Cispus River. Habitat restoration will occur on Yellowjacket Creek, beginning at its confluence with the Cispus River, and extending upstream approximately 0.4-mile. The staging area for the construction contractor and the existing large wood stockpile location are near the USFS’ Yellowjacket Ponds site, just past the Tom Music Bridge on the 28 Road. The coordinates for the staging/stockpile site are Lat 46.437298°N Long -121.839284°W.

B-2  THIS PROPOSAL AND BID IS SUBMITTED TO

Justin Isle
Cowlitz Indian Tribe – Natural Resources Department
1055 9th Street
Longview, WA  98632

Bids are due March 31, 2023 by 2:00 PM PST

If submitting via email, please send to the following:

•  jisle@cowlitz.org
•  tjohnson@cowlitz.org
BIDDER’S OBLIGATIONS AND REPRESENTATIONS

3.01 The undersigned Bidder proposes and agrees, if this Proposal and Bid is accepted, to enter into an Agreement with the Tribe in the form included in the RFP and associated Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the Contract Price and within the Contract Times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents. The Bidder shall guarantee their Bid with a bid bond in the amount of 10% of the total Bid amount as outlined in the RFP document provided with their proposal.

3.02 The Bidder accepts all terms and conditions of the Bidding Documents. This Proposal and Bid will remain subject to acceptance for 30 days after proposal due date. Bidder will sign and deliver the required number of counterparts of the Agreement with Bonds and other documents required by the RFP within 14 calendar days after the date of Tribe’s Notice of Intent to Award.

3.03 In submitting this Bid, Bidder represents and agrees, as more fully set forth in the Agreement, that:

A. Bidder has examined and carefully studied the Bidding Documents and the following Addenda (receipt of which is hereby acknowledged)

<table>
<thead>
<tr>
<th>Addendum No.</th>
<th>Addendum Date</th>
</tr>
</thead>
<tbody>
<tr>
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<td></td>
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</tr>
</tbody>
</table>

B. Bidder has carefully studied, is familiar with, and accepts the Bidder Responsibilities outlined in the RFP and elsewhere in the Bidding Documents, including but not limited to this form, the RFP, the project plans, the project specifications, and other applicable documents.

C. Bidder is aware of the general nature of the work to be performed by Tribe and others at the Site that relates to Work for which this Bid is submitted as indicated in the Bidding Documents.

D. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.

E. Bidder has given Tribe written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents and the written resolution thereof by Owner is acceptable to Bidder, and the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Bid is submitted.

F. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any
agreement or rules of any group, association, organization, or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any individual or entity to refrain from submitting a Bid; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

**B-4 CONTRACT TIMES**

4.01 Bidder agrees that all Milestones and Work will be completed in accordance with the project plans and specifications on or before the dates indicated below:

- Contractor mobilization – June 2023
- Contractor may begin work below the OHWM, but not in the active (wetted) channel **June 15** (or as otherwise approved in Project Permits and with written approval from CIT Project Manager).
- Contractor may begin work below the OHWM and within the active channel **July 15 – September 30**.
- Contractor has 50% of all proposed large wood habitat structures installed as approved by CIT PM/Engineer by August 30.
- Contractor completes all large wood habitat structures and all associated In-Water Work by September 30 (or as otherwise approved in Project Permits and with written approval from CIT Project Manager)
- Contractor completes site restoration, cleanup and demobe by October 15, unless additional hourly services are requested by CIT Project Manager.
- Owner and Contractor recognize that time is of the essence for this Contract based on regulatory timelines for in-water work within the Cispus River/Yellowjacket Creek. Progress payments shall be withheld if milestones are not met. Progress payments shall only resume when contractor meets milestones and work is being completed pursuant to timelines specified.

**B-5 TERMINOLOGY**

5.01 The terms used in this Bid, if not defined in the RFP, Contract, project plans, or specifications, are consistent with industry standards for stream and habitat restoration projects.

**B-6 PROPOSAL & PROJECT APPROACH**

6.01 Bidder shall attach their Proposal, including detailed Project Approach and additional details requested in the RFP to this completed and signed Bid Form package. Bidder agrees that the Project Approach shall be a condition of Proposal and Bid.
**CONTRACT PRICING:**

7.01 Bidder will complete the Work in accordance with the Bidding Documents for the following price(s):

7.02 Bid Sheet (see below) Contractor shall provide an all-inclusive quote. The contractor shall provide all labor, materials, tools, equipment, transportation, supplies and incidentals required to complete all work for the items included in the plans and on the bid sheet. Contractor’s excavators/log loaders and other equipment operating in the active (wetted) channel shall use biodegradable and non-toxic hydraulic fluids (e.g., Caterpillar HEES, or equivalents).

7.03 Price Sheet - Contingency Support (Ground Based Heavy Equipment/Operator Hourly Rates) for potential post-project completion follow-on tasks (if requested by CIT Project Manager)
### Cispus-Yellowjacket Phase 3 Restoration Project

**Exhibit D: Bid Sheet**

Cowlitz Indian Tribe - Natural Resources Department
31320 NW 41st Avenue, Ridgefield, WA  98642

<table>
<thead>
<tr>
<th>Bid Item</th>
<th>Measurement and Payment Specifications</th>
<th>Quantity</th>
<th>Unit Measure</th>
<th>Unit Price</th>
<th>Bid Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Mobilization</td>
<td>3-01</td>
<td>1</td>
<td>LS</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>2 Erosion Control and Water Pollution Prevention</td>
<td>3-02</td>
<td>1</td>
<td>LS</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>3 Temporary Water Diversion and Management</td>
<td>3-03</td>
<td>1</td>
<td>LS</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>4 Temporary Stream Crossings (All)</td>
<td>3-04</td>
<td>1</td>
<td>LS</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>5 Install Apex ELJ Structure</td>
<td>3-05</td>
<td>11*</td>
<td>EA</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>6 Install Side Channel Roughness ELJ Structure</td>
<td>3-05</td>
<td>7*</td>
<td>EA</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>7 Install Timber Pile for Side Channel Roughness ELJ Structure (e.g., using excavator mounted vibratory pile driver)</td>
<td>3-05</td>
<td>49*</td>
<td>EA</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>8 Natural Logjam Stabilization (hourly rate 300 class excavator w/ operator)</td>
<td>3-05</td>
<td>24*</td>
<td>HR</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>9 Install Timber Pile for Natural Logjam Stabilization (e.g., using excavator mounted vibratory pile driver)</td>
<td>3-05</td>
<td>60*</td>
<td>EA</td>
<td>$</td>
<td>$</td>
</tr>
</tbody>
</table>

**Notes:**
- *Units proposed are based on engineering plans & site conditions during design/permitting & will be fit-in-the field per industry standard for restoration projects.
- **Project Specifications also include additional USFS (landowner) specifications and regulatory permit requirements, terms and conditions.

Base Bid $  
Lewis County Sales Tax at 7.8% $  
Total Bid (Sales Tax and Base Bid) $  

<table>
<thead>
<tr>
<th>Alt Bid Items</th>
<th>Contingency/Alternative Item Description</th>
<th>Measurement and Payment Specifications</th>
<th>Quantity (Maximum)</th>
<th>Unit Measure</th>
<th>Unit Price</th>
<th>Bid Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Alt 1</td>
<td>Install Additional Apex ELJ Structure</td>
<td>3-05</td>
<td>5</td>
<td>EA</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Alt 2</td>
<td>Install Additional Side Channel Roughness Structure</td>
<td>3-05</td>
<td>4</td>
<td>EA</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Alt 3</td>
<td>Install Timber Piles for Additional Side Channel Roughness Structure</td>
<td>3-05</td>
<td>28</td>
<td>EA</td>
<td>$</td>
<td>$</td>
</tr>
</tbody>
</table>

Bidder Signature:  
Date: 
TOTAL CONTRACT PRICE

1. __________________________ (words)
   ($ __________________________) (figures)

2. All Contract costs are included in the prices set forth above and have been computed in accordance with the project plans and specifications provided. Any Work required by the Contract Documents not specifically listed above is considered incidental.

Bidder acknowledges presence of lump sum and unit price items on Bid Sheet and that all estimated quantities are not guaranteed and are solely for the purpose of comparison of Bids. Final payment for unit price items will be based on actual quantities provided, as determined and approved by the CIT Project Manager. Tribe will award the Contract to the Bidder whose Proposal and Bid is in the best interests of the Project as determined using the qualifications and criteria outlined in the RFP.

Price Sheet (hourly rates) may be used for additional post-project support tasks as identified by the CIT Project Manager.

B-8  SUBCONTRACTORS AND SUPPLIERS

8.01 Other Subcontractors and Suppliers whose total contract value is expected to exceed $20,000:

   a. Subcontractor/Supplier Name:
      Type of work/materials:

   b. Subcontractor/Supplier Name:
      Type of work/materials:

   c. Subcontractor/Supplier Name:
      Type of work/materials:

   d. Subcontractor/Supplier Name:
      Type of work/materials:

   e. Subcontractor/Supplier Name:
      Type of work/materials:

   f. Subcontractor/Supplier Name:
      Type of work/materials:

   g. Subcontractor/Supplier Name:
      Type of work/materials:
B-9  SUBMISSION

Submitted On (day, month, year): ________________________________________________
Washington Construction Contractors Board License Number: _________________________
(Preferred) Name of individual who completed logger training program
approved by Sustainable Forestry Initiative (Master Logger Training): ________________

If Bidder is an Individual:

   Individual’s Name:
   Doing Business As:
   Business Address:
   Phone Number:
   Email:

   Individual’s Signature:

If Bidder is a Partnership:

   Firm Name:
   Business Address:
   Phone Number:
   Email:
   General Partner:

   General Partner’s Signature:

If Bidder is a Joint Venture:

   Bidder’s Name:
   Business Name:
   Business Address:
   Phone Number:
   Email:

   Bidder’s Signature:

   Bidder’s Name:
   Business Name:
   Business Address:
   Phone Number:
   Email:

   Bidder’s Signature:

(Each joint venture partner must sign. The manner of signing for each individual,
partnership, and corporation that is party to the joint venture should be in the manner indicated above.

If Bidder is a Limited Liability Company:

Company Name:
Company Address:
Phone Number:
Email:
Printed Name of Member:
Signature of Member:
Exhibit E
Price Sheet – Contingency Support
(Ground Based Heavy Equipment/Operator Hourly Rates)
<table>
<thead>
<tr>
<th>Items</th>
<th>Item Description</th>
<th>Equipment (Specify Make/Model/Approx. Hours)</th>
<th>Equipment with Biohydraulic Fluid (Yes/No)</th>
<th>Equipment Mobe/Demobe (billed 1 time)*</th>
<th>Unit</th>
<th>Hourly Rate (loaded rate for equipment, with qualified operator at prevailing rates, fuel, incidentals, consumables, etc)*</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Class 200 excavator w/ thumb or 360 clamshell (JD 200 or equiv.) with qualified operator.</td>
<td>$</td>
<td>Hourly</td>
<td>$</td>
<td></td>
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<tr>
<td>2</td>
<td>Class 300 excavator w/ thumb or 360 clamshell (JD 300 or equiv.) with qualified operator.</td>
<td>$</td>
<td>Hourly</td>
<td>$</td>
<td></td>
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<td>3</td>
<td>Other.</td>
<td>$</td>
<td>Hourly</td>
<td>$</td>
<td></td>
<td></td>
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<tr>
<td>4</td>
<td>Heavy Equipment - Pile Driver/Excavator Mounted Pile Driver - (e.g., Movax SP/SG-80 - 100 [100 ton recommended])</td>
<td>$</td>
<td>Hourly</td>
<td>$</td>
<td></td>
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</tr>
<tr>
<td>5</td>
<td>Heavy Equipment - Log Loaders/Shovels</td>
<td>$</td>
<td>Hourly</td>
<td>$</td>
<td></td>
<td></td>
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<tr>
<td>6</td>
<td>Log Loader/Shovel (Linkbelt 3740/4040 or equivalent) with qualified operator</td>
<td>$</td>
<td>Hourly</td>
<td>$</td>
<td></td>
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<tr>
<td>7</td>
<td>Log Loader/Shovel (Linkbelt 5040 or equivalent) with qualified operator</td>
<td>$</td>
<td>Hourly</td>
<td>$</td>
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<td>8</td>
<td>Other.</td>
<td>$</td>
<td>Hourly</td>
<td>$</td>
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<td>9</td>
<td>$</td>
<td>Hourly</td>
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<td>10</td>
<td>$</td>
<td>Hourly</td>
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<td>11</td>
<td>$</td>
<td>Hourly</td>
<td>$</td>
<td></td>
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<tr>
<td>12</td>
<td>Heavy Equipment - Skidders</td>
<td>$</td>
<td>Hourly</td>
<td>$</td>
<td></td>
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<tr>
<td>13</td>
<td>John Deere 648/748 with qualified operator</td>
<td>$</td>
<td>Hourly</td>
<td>$</td>
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<td>14</td>
<td>$</td>
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<td>15</td>
<td>$</td>
<td>Hourly</td>
<td>$</td>
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<td>16</td>
<td>$</td>
<td>Hourly</td>
<td>$</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>17</td>
<td>Heavy Equipment - Other</td>
<td>$</td>
<td>Hourly</td>
<td>$</td>
<td></td>
<td></td>
</tr>
<tr>
<td>18</td>
<td>Log Truck w/ Hay Rakes with qualified driver</td>
<td>$</td>
<td>Hourly</td>
<td>$</td>
<td></td>
<td></td>
</tr>
<tr>
<td>19</td>
<td>Self-Loader with qualified driver</td>
<td>$</td>
<td>Hourly</td>
<td>$</td>
<td></td>
<td></td>
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<tr>
<td>20</td>
<td>Dump Truck (10-12 CY) with qualified driver</td>
<td>$</td>
<td>Hourly</td>
<td>$</td>
<td></td>
<td></td>
</tr>
<tr>
<td>21</td>
<td>End dump - high side (~75 CY) with qualified driver</td>
<td>$</td>
<td>Hourly</td>
<td>$</td>
<td></td>
<td></td>
</tr>
<tr>
<td>22</td>
<td>End dump (~24 CY) with qualified driver</td>
<td>$</td>
<td>Hourly</td>
<td>$</td>
<td></td>
<td></td>
</tr>
<tr>
<td>23</td>
<td>Side dump with qualified driver</td>
<td>$</td>
<td>Hourly</td>
<td>$</td>
<td></td>
<td></td>
</tr>
<tr>
<td>24</td>
<td>Lowboy with qualified driver</td>
<td>$</td>
<td>Hourly</td>
<td>$</td>
<td></td>
<td></td>
</tr>
<tr>
<td>25</td>
<td>Lowboy with jeep with qualified driver</td>
<td>$</td>
<td>Hourly</td>
<td>$</td>
<td></td>
<td></td>
</tr>
<tr>
<td>26</td>
<td>Other.</td>
<td>$</td>
<td>Hourly</td>
<td>$</td>
<td></td>
<td></td>
</tr>
<tr>
<td>27</td>
<td>$</td>
<td>Hourly</td>
<td>$</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>28</td>
<td>$</td>
<td>Hourly</td>
<td>$</td>
<td></td>
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<tr>
<td>29</td>
<td>$</td>
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<td>$</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>30</td>
<td>Staff</td>
<td>Laborer (prevailing wages)</td>
<td>N/A</td>
<td>N/A</td>
<td>Hourly</td>
<td>$</td>
</tr>
<tr>
<td>31</td>
<td>Sawyer (including saw/consumables/incidentals/etc. at PW)</td>
<td>N/A</td>
<td>N/A</td>
<td>Hourly</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>32</td>
<td>Faller (including saw/consumables/incidentals/etc. at PW)</td>
<td>N/A</td>
<td>N/A</td>
<td>Hourly</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>33</td>
<td>Heavy Equipment Operator (prevailing wages)</td>
<td>N/A</td>
<td>N/A</td>
<td>Hourly</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>34</td>
<td>Superintendent</td>
<td>N/A</td>
<td>N/A</td>
<td>Hourly</td>
<td>$</td>
<td></td>
</tr>
</tbody>
</table>

Notes: *Loaded Equipment and Staff rates listed above may be used to address additional tasks to support the project as requested by the CIT PM. Loaded rates are to include equipment, qualified operator at prevailing wage rates, fuel/consumables, lodging (if not local), incidentals, etc. *Mobe/demobe is a one-time payment and is to include both bringing equipment in and hauling equipment out (mobe/demobe) It may be charged one time per requested machine if not already onsite for initial project construction.
Exhibit G

Project Plans
Exhibit H
Project Specifications
(Including USFS Specifications)
Exhibit 1
Permits
(Example permits from prior phase of project are provided for reference - shall be replaced with agency issued project permits when available)
RGP-8
U.S. Forest Service Aquatic Restoration Program
Within the State of Washington

Effective Date: April 4, 2017  Expiration Date: April 4, 2022

Permit Number: CENWS-OD-RG-RGP-8

Permit Title: U.S. Forest Service (USFS) Pacific Northwest Region 6 Aquatic Restoration Program within the State of Washington

Authority: In accordance with 33 CFR 325.2(e)(2), the U.S. Army Corps of Engineers (Corps) is issuing a regional general permit (RGP) that authorizes certain activities in or affecting waters of the United States, including navigable waters of the United States, upon the recommendation of the Chief of Engineers, pursuant to Section 10 of the Rivers and Harbors Act of 1899 (33 U.S.C. 403) and Section 404 of the Clean Water Act (33 U.S.C. 1344).

Issuing Office: U.S. Army Corps of Engineers, Seattle District Regulatory Branch, CENWS-OD-RG
Post Office Box 3755
Seattle, Washington 98124-3755
Telephone: (206) 764-3495

Purpose: The purpose of this RGP is to authorize eleven restoration activities in waters of the U.S. designed to maintain, enhance, and restore watershed functions that affect aquatic species.

This RGP contains provisions intended to protect the environment, endangered species, and cultural resources. Work that will not comply with these provisions is not authorized by this RGP and may require Department of the Army authorization by a standard individual permit. Moreover, compliance with the provisions of this RGP does not itself guarantee that the work would be authorized under this RGP.

Activities authorized by this RGP: Work authorized by this RGP is limited to the activities described below. This RGP authorizes the following work in or affecting navigable waters of the United States and discharges of dredged or fill material into waters of the United States.

Eleven restoration activities are authorized by this RGP. They are as follows:

1) Fish Passage Restoration
2) Large Wood (LW), Boulder, and Gravel Placement
3) Dam, Tidegate and Legacy Structure Removal
4) Channel Reconstruction/Relocation
5) Off- and Side-Channel Habitat
6) Streambank Restoration
7) Set-back or Removal of Existing Berms, Dikes, and Levees
8) Reduction/Relocation of Recreation Impacts
9) Livestock Fencing, Stream Crossings and Off-Channel Livestock Watering Facilities
10) Road and Trail Erosion Control and Decommissioning
11) Juniper Tree Removal

A detailed description of the General Conservation Measures and Project Description, Design Criteria, and Removal and Fill Estimates for the 11 categories of activities included within RGP-8 is in Attachment A.

Definitions:

Mean higher high water (MHHW) is the elevation in the shore of tidal waters reached by the plane of the average of the higher of the two daily high tides, generally averaged over a period of 19 years. This elevation has been established at set tide gauges throughout Washington State. The MHHW for these tide gauges may be obtained by checking the following website http://www.nws.usace.army.mil/hh/tides/tides.htm.

Mean high water (MHW) The elevation on the shore of tidal waters (ocean waters, bays, estuaries, and certain rivers) “reached by the plane of the mean (average) high water. Where precise location of the actual line becomes necessary, it must be established by survey with reference to the available tidal datum, preferably averaged over a period of 18.6 years.” There are set tide gauges throughout Washington State. The MHW for these tide gauges may be obtained by checking the following website: http://www.nws.usace.army.mil/hh/tides/tides.htm.

Ordinary high water mark. The line on the shore of non-tidal streams and lakes “established by fluctuations of water and indicated by physical characteristics such as a clear, natural line impressed on the bank; shelving; changes in the character of the soil; destruction of terrestrial vegetation; the presence of litter and debris; or other appropriate means that consider the characteristics of the surrounding areas.” It is the line of jurisdiction in freshwaters for the Corps of Engineers regulatory program. For tidally influenced waterbodies, OHW correlates to the line of Mean Higher High Water (MHHW).

Location of Authorized Activities: This RGP is applicable in all waters of the United States, including navigable waters of the United States, located within National Forest Units within the State of Washington. National Forest Units located in Washington include the Colville, Gifford Pinchot, Mt. Baker, Snoqualmie, Okanogan-Wenatchee, and the Olympic National Forest. National Forest system lands that extend into both Oregon and Washington include Umatilla National Forest and the Columbia River Gorge National Scenic Area.

This RGP also covers actions that occur on non-Forest Service lands when the action is located immediately adjacent to a National Forest Unit and the project helps to achieve USFS aquatic restoration goals. To be included, such non-Federal land projects must follow all elements of the proposed activities and the conservation measures described in this RGP. The USFS will ensure that actions covered by this RGP on non-Federal lands undergo the same process and compliance as projects occurring on National Forest Unit lands.

Annual Reporting Requirements:
The USFS will submit an annual report to U.S. Army Corps of Engineers, Seattle District, Regulatory Branch (Corps), the National Marine Fisheries Service (NMFS), the U.S. Fish and Wildlife Service (USFWS) and the Washington Department of Ecology (Ecology) summarizing the completed projects for that year. This report is due no later than February 15 of each year.
Reporting: Reports must include the following elements:

- Project Name
- Location
- Date of construction (start and completion dates)
- Activity Type
- Project Description
- Extent of Project
- Fish species affected, including critical habitat and EFH.
- Number of Fish Handled
- Number of injuries/mortalities to Endangered Species Act (ESA) listed species as a result of construction
- Project Lead Name and Contact Info.

Annual Review: In addition to the annual reports, the USFS will coordinate and convene an annual review meeting with the Corps and Ecology to discuss the annual monitoring report, conduct site visits, and collectively determine if RGP objectives are being met.

Water Quality Certification: On February 21, 2017, Washington State Department of Ecology (Ecology) issued the Section 401 Water Quality Certification (WQC) for RGP-8. The USFS must comply with the conditions specified in the WQC as a special condition of this RGP. The WQC is attached to the RGP.

Coastal Zone Management Consistency: Section 307(c) of the Coastal Zone Management Act of 1972 (CZMA), as amended (16 U.S.C. 1456 c)), requires federal agencies conducting activities, including development projects, affecting a state’s coastal zone, to comply to the maximum extent practicable with an approved state coastal zone management program. The USFS must comply with requirements of the State of CZMA for the activities authorized by this RGP on non-Federal lands.

Endangered Species: The Endangered Species Act of 1973 (ESA), as amended, requires all Federal agencies to consult with NMFS and/or the USFWS, pursuant to Section 7 of the ESA, on any action, or proposed action, permitted, funded, or undertaken by the agency that may affect a species listed as threatened or endangered under the ESA, or its designated critical habitat. The USFS has determined that activities that would be authorized by this RGP would affect federally listed species and, therefore, have completed consultation with the NMFS and USFWS. NMFS (NMFS reference number NWP-2013-9664) issued a Biological Opinion (BO) on April 25, 2013 and the USFWS (USFWS reference number 01EOW00-2013-F-0090) issued a BO on July 1, 2013, for the proposed activities covered under this RGP. The USFS must implement the Terms and Conditions stated in the BOs.

Essential Fish Habitat: The Magnuson-Stevens Fishery Conservation and Management Act (MSA), as amended by the Sustainable Fisheries Act of 1996, requires all Federal agencies to consult with the NMFS on all actions, or proposed actions, permitted, funded, or undertaken by the agency that may adversely affect Essential Fish Habitat (EFH). The USFS has determined that activities authorized by this RGP may adversely affect EFH for federally managed fisheries in Washington waters. In this consultation, the NMFS concluded that the proposed activities authorized by this RGP may adversely affect designated EFH for Pacific salmon. The NMFS has included conservation recommendations as terms and conditions in the BO issued by NMFS on April 25, 2013 to avoid, minimize, or otherwise offset affects to designated EFH produced by the activities authorized by this RGP. These Conservation Recommendations are incorporated into the RGP by reference.
Permit Conditions: Department of the Army authorization under this RGP is subject to the following special and general conditions:

SPECIAL CONDITIONS

(1) Work Windows. Work that disturbs the substrate, bank, or shore of a water of the United States that contains fish life shall be conducted only during the work period for that waterbody as indicated in the Washington Department Fish and Wildlife (WDFW) Allowable Freshwater Work Periods for rivers and streams included as part of the Memorandum of Understanding (MOU) between the Forest Service and the WDFW regarding Hydraulic Projects conducted by the Forest Service (amended January 2012). Other timing will be allowed on site-specific basis if the USFS fish biologist and the WDFW Area Habitat Biologist agree that implementing the activity outside the normal period would be unlikely to cause negative impacts to fish. Any agreements to modify the work period for specific projects or specific sites will be documented by WDFW.

Those portions of the project work that occur landward or above the plane of the ordinary high water are not subject to the work periods described above. Examples of such work include the replacement of bridge decking, construction of bridge superstructure after footings are in place, and the placement of fill over a culvert following culvert placement.

(2) Compliance with Terms and Conditions. Projects authorized by this RGP shall comply with all terms and conditions herein and any conditions added by the NMFS and the USFWS as a result of their Biological Opinions and Ecology as a result of Water Quality Certification. Failure to abide by these terms and conditions invalidates this authorization and may result in a violation of Federal law, which may require that the permittee restore the site or take other remedial action. Activities requiring Department of the Army authorization that are not specifically authorized by this RGP are prohibited unless authorized by another Department of the Army permit.

(3) Endangered Species. This RGP does not authorize the permittee to take a threatened or endangered species, in particular the Lower Columbia River chinook, Upper Columbia River spring-run chinook, Puget Sound chinook, Snake River fall-run chinook, Snake River spring/summer-run chinook, Columbia River chum, Hood Canal summer-run chum, Lower Columbia River steelhead, Middle Columbia River steelhead, Upper Columbia River steelhead, Snake River Basin steelhead, Columbia River bull trout, Coastal/Puget Sound bull trout, gray wolf, woodland caribou, Wenatchee Mountains checker-mallow, marsh sandwort, showy stickseed, grizzly bear, Canada lynx, bald eagle, Warner sucker, Spalding’s catchfly, Ute’s ladies’-tresses, water howellia, Kincaid’s sulphur lupine, bald eagle, marbled murrelet, northern spotted owl, and or adversely modify designated critical habitat. In order to legally take a listed species, the permittee must have a separate authorization under the Endangered Species Act (e.g., an ESA Section 10 permits, or ESA Section 7 consultation Biological Opinion with non-discretionary “incidental take” provisions with which they must comply). The BO prepared by the NMFS dated April 25, 2013, and the USFWS dated July 1, 2013 contain mandatory terms and conditions to implement the reasonable and prudent measures that are associated with the specified “incidental take” in the BO(s) (NMFS reference numbers NWP-2013-9664, and USFWS reference number 01EOFW00-2013-F-0090). The permittee’s authorization under RGP-8 is conditional upon their compliance with all of the mandatory terms and conditions associated with the incidental take provisions of the BO(s). These terms and conditions are incorporated by reference in RGP-8. Failure to comply with the commitments made in this document constitutes non-compliance with the ESA and this RGP. The USFWS/NMFS is the appropriate authority to determine compliance with ESA.

The BOs issued to the permittee may be modified, renewed, or updated to incorporate changes in listed species, critical habitat or Terms and Conditions, as deemed necessary by the issuing agency, USFWS or NMFS. The revised and/or renewed BO(s) will remain eligible under the RGP until the RGP expiration
date. Copies of the revised and/or renewed BO(s) must be sent to the U.S. Army Corps of Engineers, Regulatory Branch, within 10 days of the date of the revised BO.

The permittee must re-initiate consultation with the appropriate agency, USFWS or NMFS, if critical habitat is designated for a species and the BO(s) must be revised to include the necessary changes prior to construction of a project located in designated critical habitat.

(4) Essential Fish Habitat. The USFS, Pacific Northwest Region 6 has completed EFH consultation pursuant to section 305(b) of the MSA and implementing regulation at 50 CFR Part 600. In this consultation, NMFS concluded that the proposed actions may adversely affect designated EFH for Pacific salmon. NMFS has included conservation recommendations in the Biological Opinion (NMFS Reference Number NWP-2013-9664), dated April 25, 2013, to avoid, minimize or otherwise offset effect to EFH produced by activities authorized by this RGP. The USFS authorization under RGP-8 is conditional upon their compliance with all of the conservation recommendations in the NMFS Biological Opinion. These conservation measures are incorporated by reference in this permit. Failure to comply with the commitments made in this document constitutes non-compliance with the MSA and this RGP. The NMFS is the appropriate authority to determine compliance with MSA.

(5) Historic Properties. The USFS, Pacific Northwest Region 6, is the federal lead for compliance with National Historic Preservation Act. Activities authorized by this RGP that may affect historic properties listed or eligible for listing, in the National Register of Historic Places (NRHP) under the provisions of 33 CFR 325, Appendix C, must be satisfied prior to construction. Historic properties include prehistoric and historic archeological sites, and areas or structures of cultural interest. The USFS must notify the Corps if the proposed activity may affect an historic property that is listed, eligible for listing, or may be eligible for listing in the NRHP, and shall not begin the activity until the requirements of the National Historic Preservation Act have been satisfied by providing documentation, including a concurrence letter from State Historic Preservation Office (SHPO) and/or from an affected Indian Tribe(s) to the Corps. If a previously unknown historic property is encountered during work authorized by this RGP, the permittee shall immediately cease all ground activities in the immediate area, notify the SHPO, any affected Indian Tribe(s) and Corps within 1 business day of discovery. The permittee shall perform any work required by SHPO, tribes or the Corps in accordance with Section 106 of the National Historic Preservation Act and Corps regulations and avoid any further impact to the property until the requirements of 33 CFR Part 325, Appendix C, have been satisfied.

(6) Wild and Scenic Rivers. No activity may occur in a component of the National Wild and Scenic River System or in a river officially designated by Congress as a “study river” for possible inclusion in the system while the river is in an official study status unless the appropriate Federal agency (e.g., National Park Service, USFS, Bureau of Land Management, or USFWS), that has direct management responsibility for such rivers has determined in writing that the proposed activity will not adversely affect the Wild and Scenic River designation or study status. The USFS, Pacific Northwest Region 6 is one of the responsible Federal agencies for National Wild and Scenic River System.

The permittee will provide documentation to the Corps in the annual report that the activities authorized by the RGP did not adversely affect any Wild and Scenic River designation or study status. The permittee must provide documentation from the responsible federal agency (National Park Service, USFS, Bureau of Land Management or USFWS) that any proposed activity will not adversely affect the Wild and Scenic River designation or study status for any project within the National Wild and Scenic River System for which the Forest Service is not the responsible agency.

(7) Best Management Practices (BMPs). The following BMPs must be implemented:
- Installation of sediment/erosion control devices including sediment fencing, hay bales, etc. prior to construction.
- Implementation of Pollution and Erosion Control Plan that will minimize use of heavy equipment, maintain clean equipment, and limit ground clearing activities close to streams.
- Implementation of spill prevention and containment plan that will minimize spillage of fuel/oil leakage from equipment.
- Isolation of in-stream work areas by installation of a stream diversion structure and dewatering of work area.
- Turbidity monitoring during active in-water work. Reports should be available upon request. Revegetation of all disturbed areas with native plants.

(8) The USFS must comply with the Water Quality Certification for RGP-8 dated February 21, 2017.

GENERAL CONDITIONS

1. Reliance on Permittee’s Information. In verifying a permittee’s authorization under this RGP, the Department of the Army has relied, in part, on the information provided by the permittee. If this information proves to be false, incomplete, or inaccurate, the permittee’s authorization may be modified, suspended, or revoked, in whole or in part.

2. Contractor’s Copy of Permit. The permittee shall provide complete copies of this permit to the contractor. Best Management Practices (BMPs) to ensure that the Terms and Conditions of the NMFS and USFWS biological opinions for the authorized project will be met, shall be incorporated into the contract provisions for each project. Copies of this permit and U.S. Forest Service’s contract (including the BMPs) must be kept at the project site during construction and be available for inspection at the project site.

3. Work in the Dry. Work that disturbs the substrate, bank, or shore of a water of the United States shall occur in the dry whenever practicable.

4. Operation of Equipment. Equipment shall be operated from the top of the bank, dry gravel bar, work platform, or similar out-of-water location whenever possible. Equipment shall be operated in a manner that minimizes the suspension of particulates. All equipment used in or around waters shall be clean and inspected daily prior to use to ensure that the equipment has no fluid leaks. Should a leak develop during use, the leaking equipment shall be removed from the site immediately and not used again until it has been adequately repaired. No equipment may be stored or fueled so close to a surface water that the activity could adversely affect the waterbody.

5. Disturbance of Vegetation. Disturbance of bank vegetation shall be limited to the minimum amount necessary to accomplish the project. Disturbed bank vegetation shall be replaced with native, locally adapted species appropriate for the site whenever practicable.

6. Isolation of Work Area. In-water work areas shall be isolated from the surrounding waterbody by a properly installed silt screen or a similar sediment containment device whenever practicable. The permittee shall remove the silt screen or other temporary sediment containment devices as soon as they are no longer necessary to protect the surrounding waterbody.

7. Permanent Discharges. The discharge of dredged or fill material into waters of the United States to dispose of the material or to create dryland is not authorized.

8. Access for Inspection. The permittee shall allow the District Engineer or his authorized representative to inspect the project whenever deemed necessary by the Corps, to ensure that the activity is in compliance with the terms and conditions prescribed herein.
9. **Limits of Authorization.** This permit does *not*:

   a. Obviate the requirement to obtain all other Federal, State, or local authorizations required by law for the activity authorized herein, including any authorization required from Congress.

   b. Convey any property rights, either in real estate or material, or any exclusive privileges.

   c. Authorize any injury to property, invasion of rights, or any infringement of Federal, State, or local laws or regulations.

   d. Authorize the interference with any existing or proposed Federal project.

10. **Limits of Federal Liability.** This permit is not an approval of the design features of any authorized project or an implication that such project is adequate for the intended purpose; a Department of the Army permit merely expresses the consent of the Federal Government to conduct the proposed work insofar as public rights are concerned. In issuing this RGP, the Corps does not assume any liability for the following:

   a. Design or construction deficiencies associated with the authorized work.

   b. Damages to the permitted project or uses thereof as a result of other permitted activities or from natural causes, such as flooding.

   c. Damages to persons, property, or to other permitted or unauthorized activities or structures caused by the activity authorized by this permit.

   d. Damages associated with any future modification, suspension, or revocation of this permit.

   e. The removal, relocation, or alteration of any structure or work in navigable waters of the United States ordered by the Secretary of the Army or his authorized representative.

   f. Damage to the permitted project or uses thereof as a result of current or future activities undertaken by, or on behalf of, the United States in the public interest.

11. **Tribal Rights.** No activity may impair reserved tribal rights, including, but not limited to, reserved water rights and treaty fishing and hunting rights.

12. **Activities Affecting Structures or Works Built by the United States.** If an activity requires permission from the Corps pursuant to 33 U.S.C. 408 because it will alter or temporarily or permanently occupy or use a U.S. Army Corps of Engineers (USACE) federally authorized Civil Works project (a USACE project), the permittee must coordinate with the Corps Regulatory Office prior to commencing any construction activity. An activity that requires section 408 permission is not authorized by this RGP until the appropriate Corps office issues the section 408 permission to alter, occupy, or use the USACE project, and the district engineer issues a written decision.

13. **Obstruction of Navigation.** The permittee understand and agree that, if future operations by the United States require the removal, relocation, or other alteration of the work herein authorized, or if, in the opinion of the Secretary of the Army or his authorized representative, said structure or work unreasonably obstructs the full and free use of navigable waters of the United States, the permittee shall, upon due notice from the Corps, remove, relocate, or alter the obstructions caused thereby, without expense to the United States. If the permittee fails to comply with the direction of the Corps, the District
Engineer may restore the navigable capacity of the waterway, by contract or otherwise, and recover the cost thereof from the permittee. (Section 10)

14. **Stability.** The permittee shall design projects to be stable against the forces of flowing water, wave action, and the wake of passing vessels.

15. **Maintenance.** The permittee shall properly maintain all authorized structures and fills, including maintenance necessary to ensure public safety.

16. **Marking Structures.** The permittee shall install and maintain any lights, signals, or other appropriate markers necessary to clearly designate the location of structures or work that might pose a hazard to public safety. Permittees shall abide by U.S. Coast Guard requirements concerning the marking of structures and work in navigable waters of the United States. (Section 10)

17. **Water Quality Standards.** All activities authorized herein that involve a discharge of dredged or fill material into waters of the United States shall, at all times, remain consistent with all applicable water quality standards, effluent limitations and standards of performance, prohibitions, pretreatment standards, and management practices established pursuant to the Clean Water Act (P.L. 92-500; 86 Stat. 816) or pursuant to applicable State and local law. (Section 404)

18. **Minimization of Environmental Impact.** The permittee shall make every reasonable effort to conduct the authorized activities in a manner that minimizes the adverse impact of the work on water quality, fish and wildlife, and the natural environment, including adverse impacts to migratory waterfowl breeding areas, spawning areas, shellfish beds, and aquatic resource buffer zones.

19. **Soil Erosion and Sediment Controls.** The permittee shall use and maintain appropriate erosion and sediment controls in effective operating condition and permanently stabilize all exposed soil and other fills, including any work below the ordinary high water mark or high tide line, at the earliest practicable date using native vegetation to the maximum extent practicable. The permittee shall remove all installed controls as soon as they are no longer needed to control erosion or sediment.

20. **Equipment.** The permittee shall place heavy equipment working in wetlands on mats, or take other appropriate measures to minimize soil disturbance.

21. **Aquatic Life Movements.** The permittee shall not substantially disrupt the necessary life-cycle movement of those species of aquatic life indigenous to the waterbody, including those species that normally migrate through the area, unless the primary purpose of the activity is to temporarily impound water.

22. **Management of Water Flows.** To the maximum extent practicable, the activity must be designed to maintain downstream flow conditions. Furthermore, the activity shall not permanently restrict or impede the passage of normal or expected high flows unless the primary purpose of the fill is to temporarily impound water. The permittee should limit the work conducted in waters of the United States to low- or no-flow periods.

23. **Water Supply Intakes.** The permittee shall ensure that activities authorized by this RGP have no more than a minimal adverse impact on public water supply intakes.

24. **Practicable Alternatives.** Activities authorized by this RGP shall be designed and constructed to avoid and minimize adverse impacts to waters of the United States to the extent practicable through the use of practicable alternatives. Alternatives that shall be considered include those that minimize the number and extent of discharges of dredged or fill material into waters of the United States.
25. **Suitable Material.** Any material or structure placed in waters of the United States, whether temporary or permanent, shall be free of toxic pollutants in toxic amounts. (Section 404)

26. **Removal of Temporary Fills.** Temporary fills must be removed in their entirety and the affected area returned to pre-construction contours. (Section 404)

27. **Disposal of Excess Material.** All construction debris and any other material not authorized by the Corps for permanent placement into waters of the United States shall be disposed of in an upland location in a manner that precludes it from entering waters of the United States. (Section 404)

**Modification, suspension, or revocation of the RGP:** This RGP may be modified, suspended, or revoked in whole or in part if the Secretary of the Army or his authorized representative determines that the individual or cumulative impacts of work that would be authorized using this procedure are contrary to the public interest. Any such modification, suspension, or revocation shall become effective 30 days after the issuance of a public notice announcing such action. The final decision whether to modify, suspend, or revoke this permit, in whole or in part, shall be made pursuant to procedures prescribed by the Chief of Engineers. Following such revocation, any future activities heretofore authorized by this RGP will require alternate Department of the Army authorization.

The authorization of an individual project under this RGP may also be summarily modified, suspended, or revoked, in whole or in part, if the permittee either fails to abide by the terms and conditions of this permit or provides information that proves to be false, incomplete, or inaccurate, or, upon a finding by the District Engineer, that such action would be in the public interest. If a permittee’s authorization is revoked, the permittee shall, upon notice of such revocation, without expense to the United States and in such time and manner as the Secretary of the Army or his authorized representative may direct, restore the waterway to its former condition. If the permittee fails to comply with the direction of the Secretary of the Army or his authorized representative, the Secretary or his designee may restore the waterway to its former condition, by contract or otherwise, and recover the cost thereof from the permittee.

**Expiration of the RGP:** This permit shall become effective on the date of the signature of the District Engineer or his authorized representative and will automatically expire 5 years from that date unless the permit is modified, revoked, or extended prior to that date. Activities that have commenced (e.g., are under construction) or are under contract to commence in reliance upon this permit will remain authorized provided that the activity is completed within 1 year of the date of this permit's expiration, modification, or revocation, unless discretionary authority has been exercised on a case-by-case basis to modify, suspend, or revoke the authorization.

Attachment A: Categories of Authorized Activities

Attachment B: Water Quality Certification
1. **Fish Passage Restoration** includes the following: total removal of culverts or bridges, or replacing culverts or bridges with properly sized culverts and bridges, replacing a damaged culvert or bridge, and resetting an existing culvert that was improperly installed or damaged; stabilizing and providing passage over headcuts; removing, constructing (including relocations), repairing, or maintaining fish ladders; and replacing, relocating, or constructing fish screens and irrigation diversions. Such projects will take place where fish passage has been partially or completely eliminated through road construction, stream degradation, creation of small dams and weirs, and irrigation diversions. Equipment such as excavators, bull dozers, dump trucks, front-end loaders, and similar equipment may be used to implement projects.

2. **Large Wood (LW), Boulder, and Gravel Placement** includes LW and boulder placement, Engineered Log Jams (ELJs), porous boulder structures and vanes, gravel placement, and tree removal for LW projects. Such activities will occur in areas where channel structure is lacking due to past stream cleaning (LW removal), riparian timber harvest, and in areas where natural gravel supplies are low due to anthropogenic disruptions. These projects will occur in stream channels and adjacent floodplains to increase channel stability, rearing habitat, pool formation, spawning gravel deposition, channel complexity, hiding cover, low velocity areas, and floodplain function. Equipment such as helicopters, excavators, dump trucks, front-end loaders, full-suspension yarders, and similar equipment may be used to implement projects.

3. **Dam, Tidegate and Legacy Structure Removal** includes removal of dams, tidegates, channel-spanning weirs, legacy habitat structures, earthen embankments, subsurface drainage features, spillway systems, outfalls, pipes, instream flow redirection structures (e.g., drop structure, gabion, groin), or similar devices used to control, discharge, or maintain water levels. Projects will be implemented to reconnect stream corridors, floodplains, and estuaries, reestablish wetlands, improve aquatic organism passage, and restore more natural channel and flow conditions. Any instream water control structures that impound substantial amounts of contaminated sediment are not proposed. Equipment such as excavators, bull dozers, dump trucks, front-end loaders, and similar equipment may be used to implement projects.

4. **Channel Reconstruction/Relocation** projects include reconstruction of existing stream channels through excavation and structure placement (LW and boulders) or relocation (rerouting of flow) into historic or newly constructed channels that are typically more sinuous and complex. This proposed action applies to stream systems that have been straightened, channelized, dredged, or otherwise modified for the purpose of flood control, increasing arable land, realignment, or other land use management goals or for streams that are incised or otherwise disconnected from their floodplains resulting from watershed disturbances. This activity type will be implemented to improve aquatic and riparian habitat diversity and complexity, reconnect stream channels to floodplains, reduce bed and bank erosion, increase hyporheic exchange, provide long-term nutrient storage, provide substrate for macroinvertebrates, moderate flow disturbance, increase
retention of organic material, and provide refuge for fish and other aquatic species. Equipment such as excavators, bull dozers, dump trucks, front-end loaders, and similar equipment may be used to implement projects.

5. **Off- and Side-Channel Habitat Restoration** projects will be implemented to reconnect historic side-channels with floodplains by removing off-channel fill and plugs. Furthermore, new side-channels and alcoves can be constructed in geomorphic settings that will accommodate such features. This activity category typically applies to areas where side channels, alcoves, and other backwater habitats have been filled or blocked from the main channel, disconnecting them from most if not all flow events. These project types will increase habitat diversity and complexity, improve flow heterogeneity, provide long-term nutrient storage and substrate for aquatic macroinvertebrates, moderate flow disturbances, increase retention of leaf litter, and provide refuge for fish during high flows. Equipment such as excavators, bull dozers, dump trucks, front-end loaders, and similar equipment may be used to implement projects.

6. **Streambank Restoration** will be implemented through bank shaping and installation of coir logs or other soil reinforcements as necessary to support riparian vegetation; planting or installing LW, trees, shrubs, and herbaceous cover as necessary to restore ecological function in riparian and floodplain habitats; or a combination of the above methods. Such actions are intended to restore banks that have been altered through road construction, improper grazing, invasive plants, and more. Benefits include increased amounts of riparian vegetation and associated shading, bank stability, and reduced sedimentation into stream channels and spawning gravels. Equipment such as excavators, bull dozers, dump trucks, front-end loaders, and similar equipment may be used to implement projects.

7. **Set-back or Removal of Existing Berms, Dikes, and Levees** will be conducted to reconnect historic fresh-water deltas to inundation, stream channels with floodplains, and historic estuaries to tidal influence as a means to increase habitat diversity and complexity, moderate flow disturbances, and provide refuge for fish during high flows. Other restored ecological functions include overland flow during flood events, dissipation of flood energy, increased water storage to augment low flows, sediment and debris deposition, growth of riparian vegetation, nutrient cycling, and development of side channels and alcoves. Such projects will take place where estuaries and floodplains have been disconnected from adjacent rivers through drain pipes and anthropogenic fill. Equipment such as excavators, bull dozers, dump trucks, front-end loaders, and similar equipment may be used to implement projects.

8. **Reduction/Relocation of Recreation Impacts** is intended to close, better control, or relocate recreation infrastructure and use along streams and within riparian areas. This includes removal, improvement, or relocation of infrastructure associated with designated campgrounds, dispersed camp sites, day-use sites, foot trails, and off-road vehicle roads/trails in riparian areas. The primary purpose is to eliminate or reduce recreational impacts to restore riparian areas and vegetation, improve bank stability, and reduce sedimentation into adjacent streams. Equipment such as excavators, bull dozers, dump trucks, front-end loaders, and similar equipment may be used to implement projects.
9. **Livestock Fencing, Stream Crossings and Off-Channel Livestock Watering Facilities** projects will be implemented by constructing fences to exclude riparian, providing controlled access for walkways that livestock use to transit across streams and through riparian areas, and reducing livestock use in riparian areas and stream channels by providing upslope water facilities. Such projects promote a balanced approach to livestock use in riparian areas, reducing livestock impacts to riparian soils and vegetation, streambanks, channel substrates, and water quality. Equipment such as excavators, bull dozers, dump trucks, front-end loaders, and similar equipment may be used to implement projects.

10. **Road and Trail Erosion Control and Decommissioning** includes hydrologically closing or decommissioning roads and trails, including culvert removal in perennial and intermittent streams; removing, installing or upgrading cross-drainage culverts; upgrading culverts on non-fish-bearing steams; constructing water bars and dips; reshaping road prisms; vegetating fill and cut slopes; removing and stabilizing of sidecast materials; grading or resurfacing roads that have been improved for aquatic restoration with gravel, bark chips, or other permeable materials; contour shaping of the road or trail base; removing road fill to native soils; soil stabilization and tilling compacted surfaces to reestablish native vegetation. Roads closed under USFS and BLM/BIA-equivalent Travel and Access Management Plans will be subject to these PDC and may be addressed under this BO. Actions will target priority roads that contribute sediment to streams, block fish passage, or disrupt floodplain and riparian functions. Equipment such as excavators, bull dozers, dump trucks, front-end loaders, and similar equipment may be used to implement projects.

11. **Juniper Tree Removal** includes felling juniper trees occurring in riparian areas and placing stem into the stream channel and floodplain to provide aquatic benefits.
June 7, 2011

Ms. Muffy Walker, Chief
U.S. Army Corps of Engineers, Seattle District
Regulatory Branch, CENWS-OD-RG
PO Box 3755
Seattle, WA 98124-3755

RE: Section 401 Water Quality Certification and Coastal Zone Management Federal Consistency Determination for the U.S. Army Corps of Engineers (Corps) Seattle District Regional General Permit - United States Forest Service Aquatic Restoration Program within the State of Washington (Public Notice Reference CENWS-OD-RG-RGP-8)

Dear Ms. Walker:

On August 5, 2010, the US Army Corps of Engineers Seattle Districts issued a public notice for the proposed regional general permit (RGP) that would authorize proposed projects that are designed to maintain, enhance, and/or restore watershed functions to benefit fish species, other aquatic organisms, water quality, riparian areas, floodplains, and wetlands on National Forest System Lands located in Washington. National Forests located solely in Washington include:

- Colville National Forest (NF)
- Gifford Pinchot NF
- Mt Baker-Snoqualmie NF
- Okanagan-Wenatchee NF
- Olympic NF
- Umatilla NF
- Columbia Gorge National Scenic Area.

In addition, some work will be done on non-federal lands when a culvert removal or replacement leads to passage of fish onto Forest Service administered lands.

The following thirteen restoration activities in waters of the U.S. are designed to maintain, enhance, and restore watershed functions that affect aquatic species. Activities, occurring seaward of the Ordinary High Water Mark (OHWM) eligible for authorization under this modified RGP are described below:
1. Large Wood, Boulder, and Gravel Placement- Placing of large wood (LW) and or boulders and gravel in stream channels and adjacent floodplains to increase channel stability, rearing habitat, pool formation, spawning gravel deposition, channel complexity, hiding cover, low velocity areas, improve spawning habitat and floodplain function. Live and dead trees may be removed from riparian areas to provide LW for restoration projects, provided shade, bank stability and sediment buffering is not compromised.

2. Reconnection of Existing Side Channels and Alcoves - Reconnect or restore existing side channels and alcoves to increase rearing habitat for juvenile fish and high flow refuge areas for all life stages of fish.

3. Bank Restoration - Restore eroding stream banks to reduce chronic bank erosion, improve water quality, restore natural channel cross-section, allow for natural channel adjustments, expand floodplain area, promote growth of riparian vegetation, and where appropriate (e.g., outside meander bends) create undercut banks for adult and juvenile fish hiding cover.

4. Head-cut Stabilization and Associated Fish Passage - Stabilize active or potentially active head-cuts to prevent further channel degradation (upstream migration of head-cut) and promote downstream aggradations.

5. Estuary Restoration - Restore estuary functions through removal of dikes, berms, levees, culverts and tiles, drainage systems, or portions thereof, including tide gates, which block tidal waters from flooding historic estuaries.

6. Irrigation Screen Installation and Replacement - Installation and replacement includes installing, replacing, or upgrading off-channel screens to improve fish passage or prevent fish entrapment in irrigation canals. The work also includes removal of diversion structures that are less than six feet high, or that impound less than 15 acre-feet of water.

7. Fish Passage Culvert and Bridge Projects - Remove or replace existing road-stream crossing structures (culverts and bridges) that restrict fish passage and natural flows with stream simulation structures to restore up- and downstream fish passage for all life stages of native fish.

8. Floodplain Overburden Removal - Remove anthropogenic overburden and fill such as dredged mine tailings, railroad or road beds, dikes, berms, levees, and other fill types from floodplains to restore natural floodplain functions.

9. Reduction of Recreational Impacts - To close or better control recreation use along streams and within riparian areas. This includes removal of designated campgrounds, dispersed camp sites, and foot trails as well as decommissioning of off-road vehicle (ORV) trails in riparian areas.
10. Road Treatments - Decommissioning or obliteration of roads to restore watershed function, moving roads out of the flood plain/CMZ or upgrading roads to current standards.

11. Removal of Legacy Structures - Remove large wood, boulders, rock gabions, and other in-channel structures that were constructed to improve fish habitat but were installed in a manner that was, and continues to be, inappropriate for the given stream type.

12. Riparian Exclusion Fencing that include Stream Crossings and Water Gaps - Construct and replace fences around riparian areas to restrict or eliminate human and livestock use to maintain or restore stream channel, riparian vegetation, and floodplain functions.

13. Riparian Juniper Treatments - Fell juniper trees occurring in riparian areas and placing stem into the stream channel and floodplain to provide aquatic benefits.

On behalf of the State of Washington, we have no objection to the Corps of Engineers Regional General Permit provided that the RGP includes the following conditions:

A. Project construction, operation, and maintenance shall be done in compliance with chapter 173-201A WAC.

B. Projects in forested areas follow the best management practices at a minimum contained in 222 WAC as per the Memorandum of Agreement with the USFS and Ecology (2000), including but not limited to pesticide use, road construction, reconstruction, maintenance and decommissioning (abandonment). Any road used for a project is required to meet current road standards, including fish passage.

C. When possible the instream work shall be conducted in isolation. The project areas will be dewatered using one of the following methods:

i. Divert flow with pumps or structures such as cofferdams constructed with non-erosive devices such as sandbags, bladder bags or other means that divert water. Diversion dams constructed with material mined from the stream or floodplain is not permitted.

ii. The temporary bypass system may consist of non-erosive techniques, such as a pipe or plastic-lined channel, both of which must be sized large enough to accommodate the predicted peak flow rate during construction. In cases of channel rerouting, water can be diverted to one side of the existing channel.

iii. Dissipate flow at the outfall of the bypass system to diffuse the erosive energy of the flow. Place the outflow in an area that minimizes or prevents damage to riparian vegetation. If the diversion inlet is not screened to allow for downstream
passage of fish into the stream channel, place the diversion outlet in a location that facilitates the safe reentry of fish into the channel.

iv. When necessary, pump water from the dewatered work area to a temporary storage and treatment site or into upland areas and filter through vegetation prior to reentering the stream channel.

v. Any water intake structure (pump) authorized under this permit must have a fish screen installed, operated, maintained, and in accordance with National Marine Services (NMFS) fish screen criteria as contained in “Anadromous Salmonid Passage Facility Design” NMFS, 2008.

D. If a project impacts more than ½ acre of wetlands, the USFS shall notify Ecology’s Headquarters Office, Attn: 401/CZM Federal Permit Coordinator, P.O. Box 47600 Olympia, WA 98504-7600.

E. Prior to clearing and grading, adjacent wetlands and their buffers shall be protected from construction impacts. Construction fencing or flagging (using brightly colored tape at no more than twenty-five foot (25’) intervals) of the existing wetlands and stream channels to be protected shall be completed prior to clearing.

F. All project staff shall be trained to recognize construction fencing or flagging that identifies wetland boundaries. Equipment shall not be moved into or operated in wetlands or stream channels or associated buffers to the extent that bank stability, shade or sediment buffering will be compromised, if not authorized to be filled.

G. Planting and re-vegetation shall be done in all disturbed areas.

H. Plant new vegetation or replace any existing vegetation where disturbance occurs as a result of these projects in order to restore the function and stability of the landscape and habitat.

I. Plant disturbed areas with native plants and trees in all cases except where the use of nonnative plants may be essential for erosion control.

J. The standard for success is 80% cover for native plant species by year three from the date of planting for native plant species. Temporary fencing off of planted areas may be required to ensure success.

K. Riparian exclusion fencing shall be constructed to exclude livestock completely from Riparian Reserves except for necessary crossings designed to eliminate discharges to surface water. Offstream watering shall be provided wherever feasible to eliminate livestock access to surface waters and riparian areas. When necessary, water gaps shall be constructed to allow only one animal at a time access to the water and designed to prevent loafing or standing in the water. Water gaps shall be located at stable locations
and must provide fish passage. Water gaps and fjord type crossings shall not be constructed in critical fish habitat or where construction or animal use may impair fish habit.

L. All projects proposed shall be constructed as defined in the "Memorandum of Understanding between Washington State Department of Fish and Wildlife and USDA Forest Service, Pacific Northwest Region Regarding Hydraulic Projects Conducted by USDA Forest Service, Pacific Northwest Region" (MOU) January 2005. The Addendum that extended the expiration date until January 31, 2012 is also included.

i. Any new MOU negotiated shall be included in this condition with the following exception: All culvert replacements shall be designed according to the sizing contained in the "Biological Opinion for WSDA Forest Service Aquatic Restoration Activities in Eastern Oregon and Washington 2004-2008" http://www.nwr.noaa.gov/Salmon-Hydropower/FERC/upload/Fish_Passage_Design.pdf.

ii. All in-water work shall comply with the WDFW/USFS "Freshwater Work Window MOU "dated September 22, 2009.

M. If any projects include use of cost-share roads, the landowner will be notified so that any maintenance or upgrades to the roads can be agreed to prior to the project being initiated.

N. Spills into state waters, spills onto land with a potential for entry into state waters, or other significant water quality impacts, shall be reported immediately to Ecology's Regional Spill Response Office.

Northwest Regional Office - 425-649-7000
Southwest Regional Office - 360-407-6300
Central Regional Office - 509-575-2490
Eastern Regional Office - 509-456-2966

O. Ecology is to have access to the site with notice.

P. Certification of this Regional General permit will expire on October 1, 2015.

If you have any questions regarding this Certification, please contact me at (360) 407-6976 or Helen Pressley at (360) 407-6076.
Ms. Muffy Walker  
June 7, 2011  
Page 6 of 6

Sincerely,

[Brenden McFarland, Section Manager  
Environmental Review and Transportation Section  
Department of Ecology - Headquarters

by Certified Mail 7009 1410 0002 4001 1538

ecc:  Darren Habel - Seattle District Corps, Darren.Habel@usace.army.mil
Maryann Baird- Seattle District Corps, Maryann.Baird@usace.army.mil
Christine Svetkovich- Oregon DEQ, Oregon Department of Environmental Quality
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Loree’ Randall - Ecology
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Gary Graff- Ecology
Lori Ochoa- Ecology
Alex Callender- Ecology
Pat Chapman- WDFW,
Michelle Cramer- WDFW
Shandra O’Halleck- NMFS- Shandra.O’Halleck@noaa.gov.
Mark Hicks- Ecology
Steve Bernath- Ecology
ecyrefederalpermits@ecy.wa.gov
June 28, 2011

Ms. Muffy Walker, Chief
U.S. Army Corps of Engineers, Seattle District
Regulatory Branch, CENWS-OD-RG
PO Box 3755
Seattle, WA 98124-3755

RE: U.S. Army Corps of Engineers (Corps) Seattle District Regional General Permit - United States Forest Service Aquatic Restoration Program within the State of Washington
(Public Notice Reference CENWS-OD-RG-RGP-8)

Dear Ms. Walker:

On June 7, 2011, the Department of Ecology (Ecology) submitted our Section 401 Water Quality Certification and Coastal Zone Management decisions for the US Army Corps of Engineers Seattle Districts (Corps) regional general permit (RGP) that would authorize proposed projects that are designed to maintain, enhance, and/or restore watershed functions to benefit fish species, other aquatic organisms, water quality, riparian areas, floodplains, and wetlands on National Forest System Lands located in Washington. Since that time we have had several comments regarding the conditions that we included in our letter.

After considering these comments Ecology would like to modify the conditions below:

1. Condition B - delete the last sentence.
   Projects in forested areas follow the best management practices at a minimum contained in 222 WAC as per the Memorandum of Agreement with the USFS and Ecology (2000), including but not limited to pesticide use, road construction, reconstruction, maintenance and decommissioning (abandonment). Any road used for a project is required to meet current road standards, including fish passage.

2. Condition L - delete the last sentence and conditions i and ii.

   All projects proposed shall be constructed as defined in the "Memorandum of Understanding between Washington State Department of Fish and Wildlife and USDA Forest Service, Pacific Northwest Region Regarding Hydraulic Projects Conducted by
Ms. Muffy Walker  
June 28, 2011  
Page 2 of 2

USDA Forest Service, Pacific Northwest Region"(MOU) January 2005. The Addendum that extended the expiration date until January 31, 2012 is also included.

i.—Any new MOU negotiated shall be included in this condition with the following exception: All culvert replacements shall be designed according to the sizing contained in the "Biological Opinion for WSDA Forest Service Aquatic Restoration Activities in Eastern Oregon and Washington 2004-2008" http://www.nwr.noaa.gov/Salmon-Hydropower/TERC/upload/Fish_Passage_Design.pdf.

ii.—All in-water work shall comply with the WDFW/USFS "Freshwater Work Window MOU" dated September 22, 2009.

3. Condition P – change the expiration language.
Certification of this RGP will expire 5 years from the Corps issuance of the RGP.

If you have any questions regarding these changes, please contact me at (360) 407-6976 or Helen Pressley at (360) 407-6076.

Sincerely,

Brenden McFarland, Section Manager  
Environmental Review and Transportation Section  
Department of Ecology - Headquarters

ecc:  Darren Habel - Seattle District Corps  
       Maryann Baird- Seattle District Corps  
       Christine Svetkovich- Oregon DEQ, Oregon Department of Environmental Quality  
       Robert Metzger- US Forest Service, Region 6  
       Sandra Wilson Musser- US Forest Service, Region 6  
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       Rebekah Padgett- Ecology  
       Michael Maher- Ecology  
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       Gary Graff- Ecology  
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       Shandra O’Halleck- NMFS- Shandra.O’Haleck@noaa.gov.  
       Mark Hicks- Ecology  
       Steve Bernath- Ecology  
       ecyrefederalpermits@ecy.wa.gov
Exhibit J
Contractor’s Proposal
Exhibit K
Tribe’s Q&A Responses