



# **Cowlitz Indian Tribe**

## **Natural Resources Department**

### **BIDDING DOCUMENTS**

#### **Elochoman Headwaters Design Project**

#### **RFP for Preliminary Design Services**

**June 2025**

# **Elochoman Headwaters Design Project**

## **RFP for Preliminary Design**

### **BIDDING DOCUMENTS**

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# **Cowlitz Indian Tribe**

## **Natural Resources Department**

### **Request for Proposals (“RFP”)**

#### **Exhibit A**

#### **Elochoman Headwaters Design Project RFP for Preliminary Design Services**

##### **RFP-1 Project Contacts**

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

##### **RFP-2 Critical Date Overview**

- DJC Public Notice – Request for Proposals: est. June 23, 2025
- **Mandatory Site Tour/Job Walk: July 1, 2025 – 10:00am PST**
- Request for Clarification/Question Submittals by: July 10, 2025 – 6:00pm PST
- Response to Questions: est. July 22, 2025 – 6:00pm PST
- **Proposal/Bid Submission Deadline: July 25, 2025 – 2:00 pm PST**
- Selection Committee Review and Scoring: July 28-29, 2025
- **Award Selection/Contracting: July 30, 2025 (tentative)**
- Simplified Project Timeline (overview):
  - Kick-off Meeting – Tribe/Consultant: August 2025
  - Consultant Fieldwork (Survey/Data collection): August 2025 – October 2025
  - Green LiDAR Flight of Project Reaches: Fall 2025
  - Conceptual Design Alternatives/Preferred Alternative: Oct 2025 – February 2026
  - Preliminary Design Development: February – April 2026
  - Review of Draft Preliminary Design: May/June 2026
  - Review Draft Basis of Design Report: May/June 2026
  - Final Prelim Design and Basis of Design Report: August 2026
  - Submission of deliverables to RCO: September 1, 2026.

### RFP-3 Contract Attachments

- Exhibit A – RFP
- Exhibit B – Contract/Agreement (forthcoming)
- Exhibit C – Bid Form/Price Sheet
- Exhibit D – Department of Revenue Tribal Habitat Restoration Projects – Sales Tax Exemption
- Exhibit E – Site Photos / Background Information
- Exhibit F – Grant Agreements (Redacted)(*reserved*)
- Exhibit G – Tribe’s Q&A Responses / Addenda (*reserved*)
- Exhibit H – Selected Construction Contractor’s Proposal and Bid (*reserved*)

### RFP-4 Project Overview

The Cowlitz Indian Tribe (Tribe) secured funding through Washington State Recreation and Conservation Office, (RCO) Salmon Recovery Funding Board (SRFB) to develop preliminary design documents to restore fish passage to 9.5 miles of currently inaccessible habitat and to build channel spanning logjams to arrest channel incision, reconnect floodplains, and provide sediment attenuation on 5.7 miles of the East and West Fork Elochoman, and Otter Creek. This preliminary design project will evaluate and propose treatments to enhance habitats degraded from historic splash damming and extensive tree harvest within the riparian zone. This project will be the first phase of the Tribe’s multi-year focus to address limiting factors that continue to impair the recovery of salmon and steelhead populations within the Elochoman River watershed.

The Tribe proposes to assess site conditions, hydrology, and site access, then develop a comprehensive restoration design to restore fish passage, increase floodplain connectivity, and improve habitat complexity to benefit Elochoman River populations of fall chinook, coho, and chum salmon and winter steelhead. The Cowlitz Indian Tribe’s Habitat Restoration Program has established an approach to watershed scale restoration that includes intensive wood placement over extensive project reaches to generate the population level response required to move the dial on salmon recovery. The goal of this intensive and extensive strategy is to restore 30% of key watersheds within the Tribes historic area of interest.

The Tribe will collaborate with the selected design team (consultant) to develop a suite of restoration alternatives and one preliminary design (per RCO Manual 18) to achieve the project goal. The consultant shall provide a detailed approach for each of the following preliminary design objectives in their proposal:

1. Restore 9.5 miles of fish passage by backwatering or physically removing a man-made bedrock fish barrier falls on the East Fork Elochoman River.
2. Develop stable engineered logjams and log complexity structures within the 5.7 miles of project treatment reaches which include: 1.7 miles of East Fork, 2.0 miles of West Fork and 2.0 miles of Otter Creek. These log features will increase stream sinuosity, reconnect floodplains, scour pools, attenuate mobile sediment, and provide over-head cover to benefit coho salmon and winter steelhead juveniles.
3. Coordinate with Tribe and Landowners to develop a riparian thinning plan to treat approximately 30 acres of red alder dominated floodplains and replant the treatment area with conifers species.
4. Consultant shall provide (or subcontract) baseline green LiDAR flights of the project reaches. Consultant’s green LiDAR will provide a baseline for documenting future changes to the land and submerged surfaces with the proposed treatment reaches. The Tribe anticipates replicating



consultant's initial green LiDAR flights periodically after project construction to inform restoration effectiveness and assess sediment attenuation, side channel creation, and channel/floodplain morphology changes.

The Tribe seeks to hire a qualified consultant with demonstrated experience designing similar projects of scope and scale, and located in watersheds impacted by historic logging practices and a consultant with coordinating restoration projects with private and public landowners. The preliminary design planset should include process-based restoration elements to improve instream habitat diversity and complexity, increase wood loading, increase pool area and residual depth, and increase the quantity and quality of spawning habitat throughout the project footprint. The design should encourage sediment deposition and retention on-site by slowing flow, increasing water surface elevations, and activating floodplains, reducing pervasive sediment impacts to productive reaches located in the lower Elochoman River watershed. Additionally, the consultant will assess an anthropogenic bedrock barrier falls and develop a design to increase upstream passage within the East Fork Elochoman River. All of these restoration design development efforts aim to increase the overall habitat quantity available to Elochoman River salmonid populations.

The Tribe will give preference to well-qualified contractors with a history of completing similar size/habitat restoration projects that include strategic log jam design, fish passage barrier correction, floodplain reconnection and process-based design approaches. Contractors must have a history of designing and permitting similar projects in environmentally sensitive areas requiring Federal, State, and local permits including, but not limited to Army Corps of Engineers (Corps) Section 404, Washington Department of Ecology (DOE) 401 Clean Water Act Certification, Washington Department of Fish and Wildlife (WDFW) Hydraulic Project Approval (HPA), and National Marine Fisheries Services (NMFS)/U.S. Fish and Wildlife (USFWS) consultations.

#### RFP-5 Project Location and Watershed

The Elochoman River is a tributary to the Lower Columbia River in Wahkiakum County that enters the Columbia at River Mile 38 near the town of Cathlamet. The Elochoman River and its tributaries drain an area that is 73 square miles and flows from the Willipa Hills south through industrial timberland and agricultural lands to the lower Columbia River. The proposed project reaches are currently owned and managed by Washington Department of Natural Resources, L&C Tree Farm LLC and Manulife. The project sites can be accessed by traveling north on Elochoman Valley Road from Cathlamet, and all project reaches are located behind a locked gate. Approximate project coordinates are provided in the vicinity map below.



## Project APE Maps Report

PROJECT: 24-1851 Planning, Elochoman Headwaters Design  
Sponsor: Cowlitz Indian Tribe Program: Salmon Federal Projects

### WORKSITE #1: Elochoman Headwaters

Properties: East Fork Elochoman - Manulife/DNR, Otter Creek - DNR, West Fork  
Elochoman - Nuveen

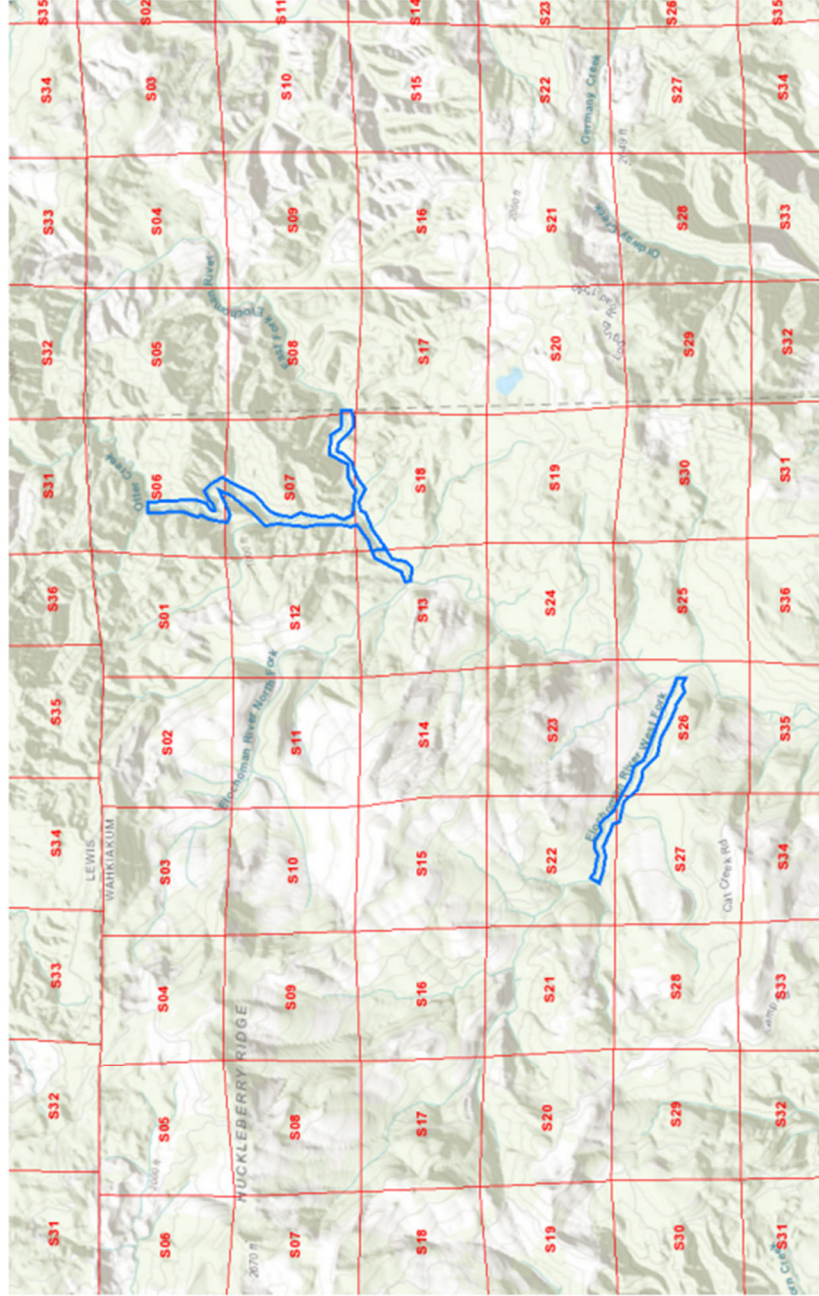
Address: Not provided

City: n/a

County: Wahkiakum

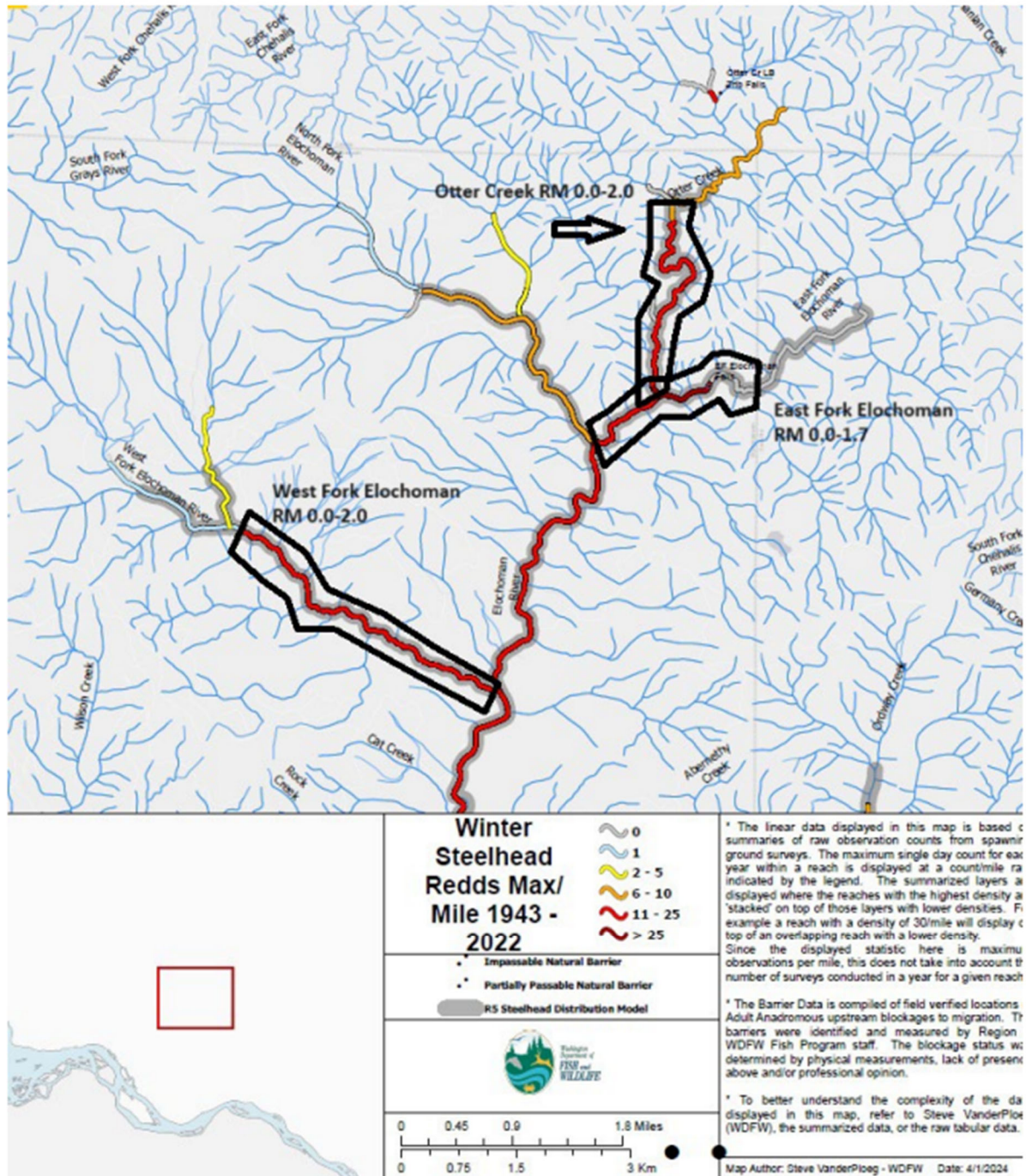
TRS: 10, 04W, 18

Lat/Long: 46.35573088, -123.23305063





# Planning Area Map Elochoman Headwaters Design (#24-1851)



## RFP-6 Project Deliverables and Timeline

In collaboration and coordination with Cowlitz Indian Tribe staff, the selected design team will develop a suite of restoration alternatives and select one alternative to be developed into the preliminary design (per Manual 18 appendix D) to achieve the project's design goals. The consultant shall provide detailed approach for each of the following tasks in their proposal with all project deliverables provided by September 1, 2026:

### **Task 1: Fieldwork Investigations, Data Collection and Surveys (August-October 2025).**

Extensive site reconnaissance may include the use of an Unmanned Aerial Vehicle (UAV) Light Detection and Ranging (LiDAR), and ground-based topobathymetric surveys with the use of a Total Station or equivalent. The LiDAR will produce a survey-grade, 3-dimensional point cloud coupled with georeferenced aerial photographs to document site conditions. Specific attention will focus on the East Fork Elochoman fish passage barrier. Additional ground-based site reconnaissance will include recording bank full widths, ID analog logjams (if any exist), longitudinal profile, sediment sizes, riparian conditions, site access constraints and documenting habitat upstream of the anthropomorphic fish passage barrier. The Tribe will determine and document project goals and objectives to provide context for the future development of conceptual design alternatives.

***Deliverables:*** (1) Ground or aerial survey data with georeferenced aerial photographs to produce Digital Elevation Model (DEM) for base mapping, and detailed, georeferenced site map(s) and flow assessment identifying physical features, fish passage barriers, wetlands, and access constraints. Consultant proposal shall provide proposed data collection methods and details. (2) Detailed list of project reaches, existing conditions and restoration options for the respective treatment reaches on the East Fork, West Fork, and Otter Creek.

### **Task 2: Green LiDAR Flight of Project Reaches (Fall 2025).**

Consultant or qualified LiDAR subcontractor shall conduct a green LiDAR flight of the Upper Elochoman River watershed targeting the proposed project reaches and provide processed data to Tribe/Consultant to support preliminary project design as well as potential longer term monitoring efforts. At a minimum, the following reaches shall be flown:

- East Fork Elochoman River: RM 0.0 – RM 1.75
- Otter Creek: RM 0.0 – RM 2.0
- West Fork Elochoman: RM 0.0 – RM 2.25

***Deliverables:*** Green LiDAR flights with data processed as per industry standard to support Digital Elevation Model (DEM) for base mapping, digital surface models (DSM) for underwater terrain, etc. Consultant's proposal shall include proposed processing details and outputs. Consultant shall propose and designate minimum post processing output resolution (e.g., 1 meter).

### **Task 3: Hydrology and Hydraulics Studies (September 2025 - February 2026).**

Develop 2-, 5-, 10-, 25-, 50-, 100-, and 500-year recurrence flows for the project site based on nearby USGS gauge data in contributing basin areas or equivalents. Develop a two-dimensional hydraulic model to inform the shear stress, sediment transport capacity and placement of log structures or roughness features. The sites will be carefully modeled to ensure all proposed wood stays on site and there are no impacts to downstream infrastructure.

***Deliverables:*** Deliverables: 2-, 5-, 10-, 25-, 50-, 100-, and 500-year recurrence flows for Elochoman River and its tributaries. 2D hydraulic model and supporting summary for basis of design report (BoD report).

**Task 4: Conceptual Design Alternatives and Preferred Alternative Selection (January 2026 – April 2026).**

Alternatives evaluation and early conceptual design review. Prepare a suite of conceptual restoration alternatives to satisfy project goals for Tribe/stakeholder review and selection. Coordinate with Tribe to review and select the preferred alternative for each tributary reach. The preferred approach for each treatment reach will be developed into a draft preliminary (30%) design.

***Deliverables:*** *Conceptual design alternatives, with subsequent draft preliminary design report that contains all of the project treatment reaches, draft cost estimate, and draft preliminary design drawings.*

**Task 5: Preliminary Design and Report (April - August 2026).**

The Preferred Alternative will be taken to Preliminary design (roughly 60%) as per Manual 18, Appendix D requirements. Deliverables: material requirements, excavation/spoil quantities, DEM base map, cost estimate, hydro/hydraulic modeling, geomorphic and sediment assessment, drawings, basis of design report (BOD) summarizing alternatives analysis and selection process. Tribe submittal of final design deliverable September 1, 2026, prior to grant agreement expiration.

***Deliverables:*** *(Reference Manual 18 Appendix D.) Preliminary design with DEM base map, cost estimate, hydrology/hydraulic modeling, log and ballast boulder quantities, and Basis of Design report summarizing alternatives analysis and selection process.*

**Task 6: Project Management & Coordination (June 2025-September 2026)**

Provide project management and coordination for project duration. Provide quality assurance/quality control as needed. Ensure tasks and deliverables meet or exceed industry standards for restoration projects as per RCO Manual 18.

***Deliverables:*** *Monthly summary of work completed and monthly invoice.*

If the consultant believes there are additional items that should be included or addressed to strengthen the preliminary design planset and Basis of Design report, please include them in your proposal.

## RFP-7 COPIES OF BIDDING DOCUMENTS

### Obtaining and Use of Bidding Documents

- A. Bidding Documents are available for download at <https://www.cowlitz.org/request-proposals-rfp>.
- B. Complete sets of Bidding Documents must be used in preparing Bids. Neither Tribe, Owner, Engineer, nor Tribe's Project Representative assumes any responsibility for errors or misinterpretations resulting from use of the Bidding Documents.
- C. Copies of Bidding Documents available on the Tribe's website address listed above are only for the purpose of developing Bids for the Work and do not confer a license, access, or grant to Bidders for any other use.
- D. In this document the words "proposal" and "bid" are used interchangeably and are intended to include all contractor's submittals required in response to this RFP that will be reviewed and scored by the Tribe's scoring committee.

## RFP-8 CONTRACTOR/BIDDER QUALIFICATIONS

### Qualifications

- A. Pre-qualification by the Tribe is not required to submit a Proposal/Bid.
- B. Each proposal and complete bid forms must contain evidence of Bidder's qualification to do business in Washington by including a copy of their current Washington business or contractor's license as applicable.
- C. Tribe shall not consider proposals from entities which have been suspended or debarred, and must present, if asked, certification regarding debarment, suspension and other responsibility matters. Tribe shall and Applicants may consult the System for Award Management (<https://www.sam.gov>) to access the federal list of active suspensions or debarments.
- D. No Bidder shall be considered responsive and responsible if it is engaged in other work that impairs its ability to finance this Contract or to provide adequate labor and equipment for the proper execution of the work required as per project schedule. Each Bidder shall demonstrate its ability to meet all requirements of the Contract by evidence satisfactory to the Tribe.
- E. Experience developing and designing similar sized restoration projects including fish passage, engineered log jams/large wood habitat structures, floodplain reconnection, and riparian restoration on complex, habitat restoration-related projects.
- F. Experience with design of relevant habitat restoration projects with similar goals/objectives in the last 10 years.
- G. Experience designing complex habitat restoration-related projects with Federal and State regulatory requirements governing work in environmentally sensitive areas including wetlands and streams that support Federally listed salmon and steelhead and other aquatic life.
- H. Each Proposal/Bid shall contain a detailed summary of the Bidders approach to the Project (Project Approach). The Project Approach shall support/substantiate the requirements in this section and shall address the Selection Criteria outlined in RFP-8 and RFP-25. Project approach shall be scored, and scores used by Tribe to support consultant selection.
- I. Resumes for the consultant's project manager and key staff do not count towards the Project Approach's page limit; however, each resume shall be a maximum of two pages.

### Designation of Subcontractors/Key Tasks

- J. Any individual or entity having a direct contract with Bidder for performance of the project shall be identified as a subcontractor (e.g., for green LiDAR flights/processing) and described in the proposal and shall be included as part of the Tribe's evaluation and scoring under RFP-25 (Selection Criteria).

## RFP-9 EXAMINATION OF BIDDING DOCUMENTS AND SITE

### Bidder's Responsibilities

- A. It is the responsibility of each Bidder before submitting a Bid to:
  - 1. Examine and carefully study the RFP/Bidding Documents and other related data identified in the Documents.



2. Visit the Site if and as necessary to become familiar with and satisfy Bidder as to the general, local, and Site conditions that may affect cost, progress, performance, or furnishing of the Work or that relate to any aspect of the means, methods, techniques, sequences, or procedures of construction to be employed by Bidder and safety precautions and programs incident thereto or that Bidder deems necessary to prepare its Bid for performing and furnishing the Work in accordance with the time, price, and other terms and conditions of the Bidding Documents. Bidder is expected to visit the Site and conduct an alert, heads-up, eyes-open, reasonable examination of the area and the conditions under which the Work is to be performed.
3. Become familiar with and investigate both current and historical weather conditions including precipitation, river stages/flows, and similar conditions that can impact the work, its schedule and its cost.
4. Become familiar with and satisfy Bidder as to all federal, state, and local Laws and Regulations that may affect cost, progress, performance, or furnishing of the Work, including, but not limited to, regulatory permits provided in the Exhibit.
5. Study and carefully correlate Bidder's knowledge and observations with the Bidding Documents and other related data.
6. Promptly notify Owner of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents.

## RFP-10 SITE CONDITIONS

### Subsurface and Physical Conditions

- A. The Tribe will provide any readily available technical reports to the selected contractor.
- B. The Tribe makes no representation or warranty, expressed or implied, about moisture conditions and water tables onsite.

### Hazardous Environmental Conditions

- A. The Tribe is not aware of any hazardous materials onsite at the time the Bidding Documents were prepared.

### Work at the Site by Others

- A. Tribe, Landowner, WDFW, or others (such as reforestation, logging or other Landowner contractors) may be intermittently on the site. Selected consultant shall coordinate with Tribe/Landowners prior to conducting fieldwork.

## RFP-11 PRE-BID MEETING (MANDATORY)

A Mandatory Pre-Bid Meeting will be held at the Cowlitz Indian Tribe's Vancouver office (7700 NE 26th Ave, Vancouver, WA 98665) as indicated in section **RFP-2**. Depending on consultant interest, site access to preview the East Fork, West Fork and Otter Creek project reaches may be subsequently coordinated with the Tribe; however, given project location, and time constraints associated with hike-in access to the project reaches, the mandatory pre-bid will be held at our Vancouver office.

Representatives of Tribe will be present to discuss the Project. All Bidders are required to attend, sign in, and participate in the meeting, which is anticipated to last approximately 1.5

hours. The Tribe will transmit to all prospective Bidders of record such Addenda as Owner considers necessary in response to questions arising at the meeting. Oral statements made during the meeting or at any other time may not be relied upon and will not be binding or legally effective. Bids from Bidders who did not attend the Mandatory Pre-Bid Meeting, sign in, and participate will not be accepted.

**RSVP to the mandatory pre-bid meeting by emailing individuals listed below at least 24 hours prior to the meeting.**

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

## RFP-12 INTERPRETATIONS AND ADDENDA

All questions about the meaning or intent of the Bidding Documents are to be directed to the Tribe in writing via e-mail to all contacts listed in RFP-1. Interpretations or clarifications considered necessary by Tribe in response to such questions will be issued by Addenda sent via e-mail to all parties recorded by Tribe as having attended the Mandatory Pre-Bid Meeting. Questions received after 6:00 PM on the date listed in RFP-2 will not be answered. Only questions answered by formal written Addenda will be binding, i.e., written Addenda are the only means for changes to the Bidding Documents prior to the Bid Closing. Oral comments, statements, instructions and other interpretations or clarifications made by Tribe, Landowner, Engineer, Owner's Project Representative, or others will be without legal effect.

Addenda may be issued to clarify, correct, or change the Bidding Documents as deemed advisable by Tribe. Bidder shall acknowledge receipt of Addenda on the Bid Form.

## RFP-13 BID BOND/CONTRACT SECURITY

N/A – Bid/Proposal Bond is not required for this solicitation.

## RFP-14 INSURANCE

As evidence of the insurance coverage required by this Contract, Tribe shall require Contractors furnish acceptable insurance certificates with coverage as detailed in the attached contract/agreement prior to commencing work. The certificate will specify all parties who are covered including, but not limited to, the Cowlitz Indian Tribe, Washington State Department of Natural Resources, L&C Tree Farm LLC and Manulife (all landowners). 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. Bidders may submit a sample certificate of insurance identifying their current coverages/limits with their proposal, and the certificate shall not count toward the proposal page limit.



## RFP-15 CONTRACT TIMES

The number of days within which, or the dates by which, the Work (including Milestones) is to be Complete and ready for final payment are set forth in the Bid Forms and the Agreement.

## RFP-16 DAMAGES FOR DELAY

Provisions for damages for delay are set forth in the Agreement/Contract.

## RFP-17 PREPARATION OF BID

Bid Forms and Price Sheets are included with the Bidding Documents.

All blanks on the Bid Form and bid bond form must be completed by printing in ink, by typewriter, or by completing the electronic version, and the Bid signed. A Bid price shall be indicated for each item and all forms fully completed.

### Bid Signatures

- A. A Bid by a corporation must be executed in the corporate name by a corporate officer and attested by the secretary or an assistant secretary. The corporate address and state of incorporation must be shown below the signature.
- B. A Bid by a partnership shall be executed in the partnership name and signed by a partner.
- C. A Bid by a limited liability company shall be executed in the name of the company by a member.
- D. A Bid by an individual shall show the Bidder's name and shall be signed by that individual.
- E. A Bid by a joint venture shall be executed by each joint venture partner in the manner indicated on the Bid Form.

All names must be typed or printed in ink below the signature.

The Bid shall contain an acknowledgement of receipt of all Addenda, the numbers of which must be filled in on the Bid Form.

The Bid shall list all entities that will have a direct contract with Bidder for the performance or furnishing of the parts of the Work identified on the Bid Form.

The address and telephone number for communications regarding the Bid must be shown.

The Bid shall contain the Bidder's Washington Business License and/or Construction Contractors Board license number as applicable to the work being solicited.

The bid must contain any requested modifications to insurance requirements or to the contract/agreement. Bidders understand and agree that a bid which does not identify requested changes to the insurance requirements or to the contract/agreement are an express representation that the bidder can complete the project according to the terms of this RFP.

**Proposal shall be included with Bid Forms addressing requirements outlined in RFP.**

## RFP-18 BID PRICE

Bidders shall submit a complete Bid Sheet as included with the Bid Forms.

The Bid price(s) for all unit cost and lump sum items shall include such amounts as the Bidder

deems proper for overhead and profit and any applicable taxes. Bidder shall provide an all-inclusive price.

#### RFP-19 SUBMITTAL OF BIDS

Proposal/Bid shall be submitted no later than the time specified in RFP-2 and at the following place:

Justin Isle – Senior Restoration Ecologist  
Cowlitz Indian Tribe – Natural Resources Department  
1055 9th Avenue, Suite A  
Longview, WA 98632

All blanks shall be filled in and the Bid Forms/Price Sheets shall be signed. Hand delivered Proposals shall be enclosed in an opaque sealed envelope, marked with the project title, name and address of Bidder, and the notation “PROPOSAL & BID ENCLOSED” on the envelope.

If the Bid is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate outer envelope with the notation “PROPOSAL & BID ENCLOSED” on the face of it and marked with the project title and name and address of the Bidder. Such Bids shall be addressed to:

Justin Isle – Senior Restoration Ecologist  
Cowlitz Indian Tribe – Natural Resources Department  
1055 9th Avenue, Suite A  
Longview, WA 98632

Postmark dates/times **do not qualify** as the Bid Closing date/time.

**NOTE:** Bids may also be emailed. Email complete Proposal/Bid to both of the following email addresses:

- [jisle@cowlitz.org](mailto:jisle@cowlitz.org)
- [pbarber@cowlitz.org](mailto:pbarber@cowlitz.org)

#### RFP-20 MODIFICATION AND WITHDRAWAL OF BID

A Proposal/Bid may be modified or withdrawn by an appropriate document duly executed in the manner that a Proposal/Bid must be executed and delivered to the place where the Bids are to be submitted prior to the date and time of Bid Closing.

#### RFP-21 RECORDING AND OPENING OF PROPOSALS/BIDS

All proposals received shall be recorded on a register of proposals. Tribe staff shall “time stamp” each sealed envelope received prior to the deadline and then record the company name of each proposal/bid received and the associated time stamp on the register of proposals.

Register of proposals shall be provided to the Natural Resources Department and a project contact from RFP-1 will email a copy of the register of proposals to each company who submitted a proposal/bid as confirmation of receipt.

Proposals and accompanying Bids will then be opened in private by the Tribe. Before scoring, Tribe Selection Committee shall review each Proposal/Bid received to determine responsiveness according to the Pass/Fail requirements outlined below:

- 1) Received by Deadline (P/F)
- 2) Attendance of Bidder (Prime) at Mandatory Job Walk (P/F)
- 3) Contains Proposal with Detailed Approach (P/F)
- 4) Contains Complete Bid Forms (P/F)
- 5) Contains Completed Price Sheet (P/F)
- 6) Contains Copy of Current Washington Business/Contractor's license (P/F)
- 7) Not Suspended/Debarred (P/F)
- 8) Apparent Capacity to Complete (P/F)
- 9) Experience (P/F)
- 10) Includes Key Staff Resumes (P/F)
- 11) Appropriate Designation of Subcontractors (P/F)

Selection committee members will then evaluate all responsive proposals and assign scores based on the evaluation criteria stated in this RFP.

## RFP-22 BIDS TO REMAIN SUBJECT TO ACCEPTANCE

All Proposals/Bids will remain subject to acceptance for 45 days.

## RFP-23 SELECTION CRITERIA

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 with a minimum font size 10 (Arial), not including the cover letter and bid form (bidder's obligations and representations pages, bid sheet and price sheet, resumes/bios, or bid bond). The Tribe will not review materials in excess of the 16-page proposal submittal limit. In evaluating Proposals and Bids, Tribe will first consider whether each Bid is complete and complies with the prescribed documents, requirements, and other data as may be requested in the Bid Form or other associated documents. When evaluating complete and compliant Bids and conducting scoring, the Tribe will evaluate proposal submittals for a Time and Materials (hourly) not to exceed award based on the following required proposal submittals:

1. Cover letter
2. Proposed approach to all tasks and deliverables (site specificity; thoroughness; primary/subordinate and supporting tasks)
3. Key personnel qualifications and demonstrated experience/expertise with restoration design/permitting for large scale habitat restoration.
4. Estimate of availability, proposed schedule, and fees (e.g., budgets for lump sum bid items (with subordinate/supporting tasks details and costs) as well as loaded hourly rates.
5. Project and Client References: Include minimum of 5 recent examples of relevant prior habitat restoration projects with references (include project summary, cost, contract duration, bid

price and final contract price, and reference contact's current phone and email contact information)

6. Describe ability to respond to the Cowlitz Indian Tribe's time-sensitive schedule, demonstrated ability to work successfully with owners/representatives and regulatory staff on similar prior stream restoration and fish passage projects (type, size, scale) and flexibility/efficiency/expertise when providing desired deliverables.
7. Bid Sheet
8. Price Sheet
9. Staff resumes

Each proposal received will be scored on the criteria below considering consultant responses to Items 1 through 9 (listed above).

	<b>Criteria</b>	<b>Points</b>
B.	Proposal: Detailed approach to tasks and deliverables	35
C.	Key Personnel: qualifications for restoration project design and permitting.	5
D.	Proposed Schedule: estimate of availability and ability to respond to the Cowlitz Indian Tribe's time sensitive schedule. Include detailed schedule.	10
E.	Include a minimum of five applicable reference projects with proposal including project name, start date, completion date, bid cost, final cost, client name, phone number and email, project description/narrative.	10
F.	Bid Sheet/Price Sheet	35
G.	Identification of project risks and challenges and proposed approach(es) to addressing and minimizing those risks/challenges.	5
	<b>Total Points Available:</b>	<b>100</b>

The Tribe is interested in working with qualified consultants with the capacity to complete this design project on schedule who have demonstrated experience and expertise designing large-scale instream and habitat restoration projects. Qualified consultants will have demonstrated expertise in the development of preliminary design and associated deliverables (per RCO Manual 18, appendix D) and submittals of supporting permitting applications. Consulting firms should have a history of coordinating with the local regulatory agencies and success obtaining state and federal permits to support stream/habitat restoration projects.

Tribe selection committee may check references and research past completed projects to inform the contracting decision and scoring of all proposals and bids submitted. The Tribe will review each proposal and bid, proposed project-specific approach, and bid pricing to identify the top consultants offering the best value to the tribe.

After evaluation and scoring of all responsive Proposals according to the stated selection criteria, the Tribe selection committee will apply tribal preference in accordance with Cowlitz Procurement Code §3-208 Tribal Preference. For this RFP, and based on anticipated total project cost, Tribal Preference shall consist of a 2 percent scoring advantage (e.g., 2 points based on the 100-point scoring matrix for proposals submitted under this RFP). For example, if an Indian-owned business submits a proposal that is scored within 2 points of a non-Indian owned business, then the Tribe could award the project to the Indian-owned business. Preference may also be afforded to minority and women-owned businesses. According to our policy, preference is not required to be afforded to businesses having a poor record or performance. Order of preference (if applicable after scoring, and in case of a tie) is as follows:

- (1) First preference: 100% Cowlitz Tribal Member-owned business;
- (2) Second preference: 51% or greater Cowlitz Tribal Member-owned business;
- (3) Third preference: Businesses owned in part or whole by other Native American owned business. To qualify for this preference, the minimum amount of Native American-ownership of a partially-Native American-owned business is 51% (fifty-one percent).

Upon completion of scoring, the Tribe's selection committee shall confer and select the bidder offering the best value to the Tribe taking price and the other selection criteria (evaluation factors) into consideration. If agreement cannot be reached on budget, Tribe staff will enter negotiations with the lower ranked consultants, 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 consultant, and use selected consultant 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 if deemed to be in the interest of the Tribe or funding agencies (e.g., if costs exceed grant funding). Although not anticipated, the Tribe reserves the right to conduct interviews with the highest scoring bidders, or as described above, the Tribe may opt to open direct negotiations with the Bidder that presents the most qualified, highest scoring submittal.

Tribe may conduct such investigations as Tribe deems necessary to assist in the evaluation of any Proposal/Bid and to establish the responsibility, qualifications, and financial ability of Bidders, Subcontractors, Suppliers, and other individuals and entities to perform and furnish the Work in accordance with the Bidding Documents. Listed references and other parties may be contacted.

## RFP-24 REJECTION OF ALL BIDS AND DISCREPANCIES; AWARD OF CONTRACT

### Rejection of All Bids, Discrepancies

- A. Tribe reserves the right to reject any or all Bids, including without limitation noncompliant, non-responsive, unbalanced, unreasonable, or conditional Bids and Bids that exceed funding available for the project. Tribe further reserves the right to reject the Bid of any Bidder whom it finds, after reasonable inquiry and evaluation, to be non-responsive. Tribe may also reject the Bid of any Bidder if Tribe believes making an award to that Bidder would be detrimental to the Project.
- B. No Bidder shall be allowed to develop, submit, or be interested in more than one Bid. However, subcontractors and suppliers may be included in, and have an interest in, more than one Bid.

- C. 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 project funding).

#### Award of Contract

- A. If the Contract is to be awarded, Tribe will give Successful Bidder a Notice of Intent to Award after tabulating Tribe's Selection Committee results.
- B. Tribe reserves the right to negotiate contract terms with the Successful Bidder.
- C. If the Contract is awarded, Tribe will award the Contract to the Bidder whose Proposal and Bid is in the best interests of the Project and most advantageous to the Tribe taking into consideration price and the selection criteria (evaluation factors) outlined in the previous sections.
- D. If agreement cannot be reached, Tribe will enter negotiations with lower ranked contractors, in ranked order, until agreement is reached if the project is to be awarded.

### RFP-25 CONTRACT SECURITY

N/A— Proposal/Bid bond is not required with consultant submittals for this design project.

### RFP-26 SIGNING OF AGREEMENT

When Owner gives a Notice of Award to the Successful Consultant, it will be accompanied by the required number of unsigned counterparts of the Agreement with the other Bidding Documents that are identified in the Agreement as attached thereto. Within fourteen days thereafter, Successful Bidder shall sign and deliver the required number of counterparts of the Agreement and attached documents to Owner. Within fourteen days thereafter, Owner shall deliver one fully signed counterpart to Successful Bidder.

### RFP-27 PAYMENT DETAILS & OVERVIEW

Prevailing wage rates do not apply to this professional services contract. The selected consultant may submit monthly invoices during the period of performance. Consistent with Tribe and project grant requirements, payment will be made on a Time and Materials (hourly) using hourly rates provided in Price Sheet up to the not to exceed amounts shown on the Bid Sheet. If the CIT Project Manager requests additional follow-on tasks, hourly rates from the price sheet shall also be used. Invoices shall detail and provide a daily record of hours worked and rate for each staff member as per the bid sheet, price sheet and contract (contract attached).

All work done under this contract is subject to grant agreements between the Tribe and Washington State's Recreation and Conservation Office ("RCO"), with all associated requirements included as flow down provisions. Consultant must agree to and ensure compliance with RCO's Standard Terms and Conditions and RCO Manuals, 7, 8, 5, and 18. Applicable grant agreements will be included with the contract and are available upon request.

## RFP-28 BID COMPENSATION

Submittal of a Proposal and Bid does not entitle any Bidder to any compensation. Bidder submittals are to be completed entirely at Bidder's own risk. Materials submitted in response to this competitive procurement shall become the property of the Tribe and will not be returned.

**EXHIBIT B**  
**CONTRACT/AGREEMENT**



## 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")

and

XXX Contractor XXX

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

- Term.** The effective term of this Agreement shall be XXX, 2025 through September 15, 2026, absent a valid termination action in accordance with the express terms of this Agreement.
- Consultant Obligations.** The Consultant agrees to perform services as set forth below and detailed in the attached Exhibits A, C, D, E, F, G, and H (collectively, the "Services").
- 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

Consultant's Staff Contact:

Phone:

Email:

4. **Notice; Designated Legal Contacts.** Any and all legal notice required by or issued pursuant to this Agreement must be provided in writing, and shall be delivered postage pre-paid via certified mail or a reputable overnight courier to the following Legal Contacts:

- 4.1. Legal notice to Consultant shall be at the address set forth on page one of this Agreement, and care of the Consultant's designated staff contact identified above.
- 4.2. Legal notice to the 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. Compensation.

- 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 C, 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.**

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

11.2. **Ownership.** 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.

11.3. **Confidentiality.** All Work Product shall be considered highly confidential, and Consultant shall take all necessary measures to maintain that confidentiality, and shall not disclose, publish, or disseminate any Work Product without the express prior written authorization from 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.

- 11.4. **Injunctive Relief.** Consultant acknowledges that the breach or threatened breach by Consultant of the terms and provisions of this Section would cause irreparable injury to the 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 – Bid Form/Price Sheet**
  - **Exhibit D – Department of Revenue Tribal Habitat Restoration Projects – Sales Tax Exemption**
  - **Exhibit E – Site Photos / Background Information**
  - **Exhibit F – Grant Agreements (Redacted)(reserved)**
  - **Exhibit G – Tribe’s Q&A Responses / Addenda (reserved)**
  - **Exhibit H – Selected Construction Contractor’s Proposal and Bid (reserved)**
- 16.4. **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.
- 16.5. **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.
- 16.6. **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.

- 16.7. **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.
- 16.8. **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 **24-1851P** 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 **24-1851P** 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**  
**Bid Forms/Price Sheets**

**Elochoman Headwaters Design Project**  
**RFP for Preliminary Design Services**  
**Exhibit C-1: Bid Sheet**

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



Bid Item	Item Description	Total Quantity	Unit	Unit Price	Total Bid Price
1	<b>Field Investigations, Data Collection and Surveys</b> (Total including all labor, equipment, & all incidentals)	1	JOB	Lump Sum	\$
2	<b>Green LiDAR Flight of Project Reaches</b> (Total including all labor, equipment, post-processing & all incidentals)	1	JOB	Lump Sum	\$
3	<b>Hydrology and Hydraulics Studies</b> (Total including all labor, equipment, & all incidentals)	1	JOB	Lump Sum	\$
4	<b>Conceptual Design Alternatives and Preferred Alternative Selection</b> (Total including all labor, equipment, & all incidentals)	1	JOB	Lump Sum	\$
5	<b>Preliminary Design and Report</b> (Total including all labor, equipment, & all incidentals)	1	JOB	Lump Sum	\$
6	<b>Project Management and Coordination</b> (Total including all labor, equipment, & all incidentals*)	1	JOB	Lump Sum	\$
<b>TOTAL BID</b>					<b>\$</b>

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

# Elochoman Headwaters Design Project

## RFP for Preliminary Design Services

### Exhibit C-2: Price Sheet - Hourly Rates

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



Items	Staff Name	Title/Level/Position (as applicable)	Unit	Hourly Rate (loaded rate for qualified staff)
1	Staff			
			Hourly	\$
			Hourly	\$
			Hourly	\$
			Hourly	\$
			Hourly	\$
			Hourly	\$
			Hourly	\$
			Hourly	\$
			Hourly	\$
			Hourly	\$
			Hourly	\$

Notes: Price sheet for hourly T&M billing up to NTE bid amount and for potential follow-on tasks (if and as needed at direction of CIT Project Manager)

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**Exhibit D**  
**Department of Revenue Tribal Habitat Restoration Projects – Sales**  
**Tax Exemption**



STATE OF WASHINGTON  
DEPARTMENT OF REVENUE

**RE: Tribal Habitat Restoration Projects – Sales Tax Exemption**

Dear retailers,

**Tribal Fishing, Hunting, and Gathering Tax Exemption**

Retail sales tax does not apply to sales of retail goods and services used in tribal fishing, hunting, and gathering activities when sold to a qualified purchaser, no matter where delivery occurs. This means that retail sales of qualifying goods and services to qualifying tribes are not subject to tax anywhere in Washington. A list of qualifying tribes is available on the Department of Revenue's webpage for [Tribal Fishing, Hunting, and Gathering](#). The Cowlitz Indian Tribe is included on the list of eligible tribes.

**Tribal Habitat Restoration Activities**

Habitat restoration activities can occur in a variety of ways. The following are examples of habitat restoration activities generally performed for tribes that qualify for the tribal fishing, hunting, and gathering sales tax exemption:

- Excavating, raising, clearing of land.
- Planting vegetation.
- Management of natural resources.
- Charges for labor.
- River, wetland, and riparian restoration.
- Environmental hazard clean-up.
- Installing artificial and natural resources (e.g. boulder collars, logs, erosion materials, etc.)

**Required Documentation**

To document the exempt nature of sale, the seller will complete a [Tribal Fishing, Hunting, and Gathering](#) exemption form, and keep it on file for up to five years. The seller must verify the tribal purchaser's identification, noting the qualifying tribe or intertribal organization, as well as the qualifying good or service. A seller accepting a Tribal Fishing, Hunting, and Gathering form in good faith for retail sales of qualified goods or services made to a qualified purchaser will not be held liable for any uncollected sales tax.

**Disclosure**

Neither the Department nor the State of Washington intends to create any new rights, or expand, extend, enlarge, or affect in any way the scope of any existing rights beyond the context of potential tax liability. The guidance provided in this notice is limited to the preemption of retail sales tax on sales to qualified purchasers.

**Resources:**

- [WAC 458-20-192](#).
- [ETA 3235.2022](#) (list of qualifying tribes).
- [Indian Tax Guide](#).
- Tribal Liaison 360-534-1537.

Sincerely,

*Kyle Iron Lightning*  
**Kyle Iron Lightning**

Tribal Liaison | Tribal Affiliation: Spirit Lake Dakota Nation

Executive Office | Washington State Department of Revenue | [Kylei@dor.wa.gov](mailto:Kylei@dor.wa.gov)

CC: Cowlitz Indian Tribe

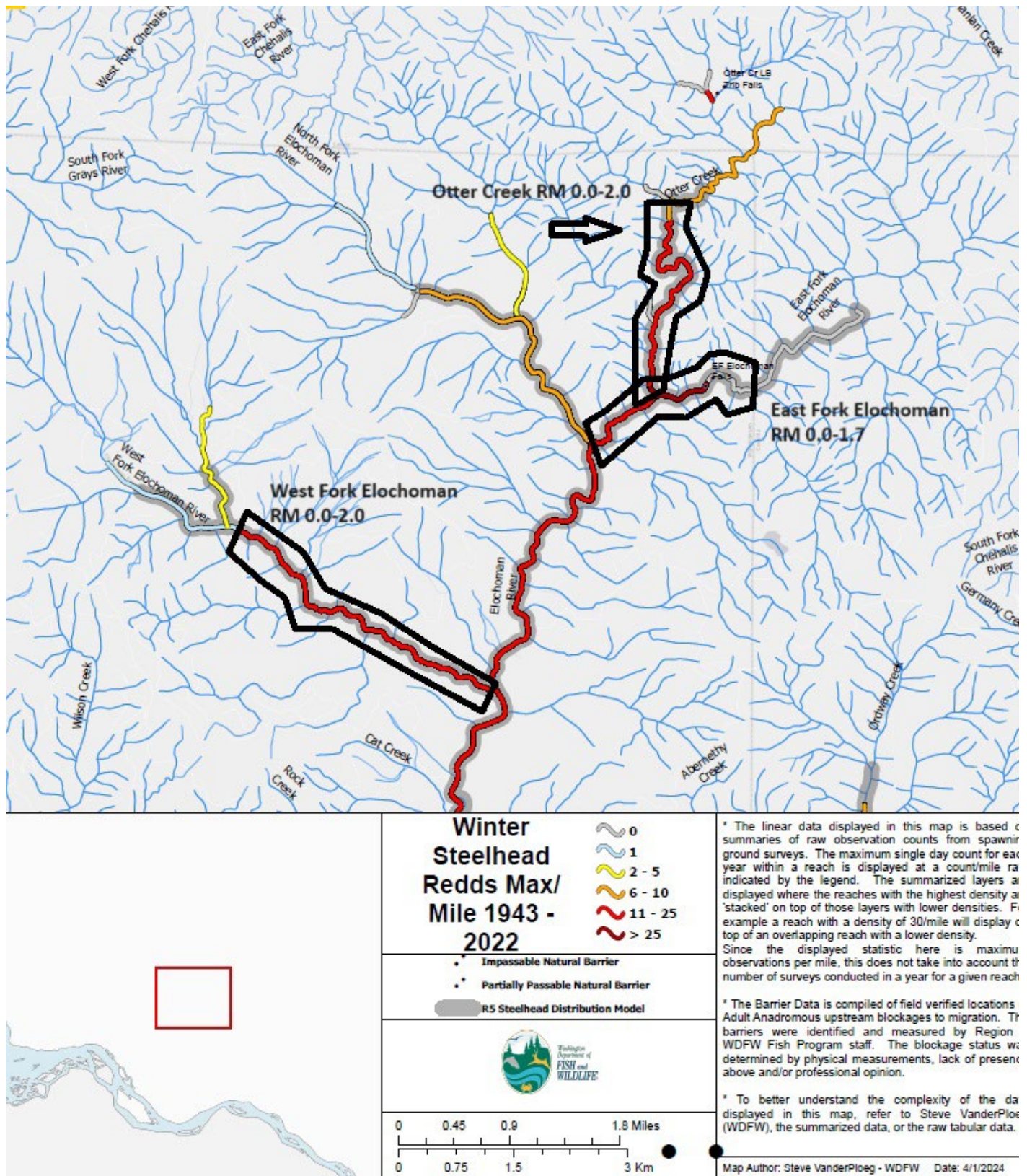
Tribal Partnership Program | Executive Division  
PO Box 47454 ♦ Olympia, Washington 98504-7478 ♦ Fax (360) 534-1526  
[www.dor.wa.gov](http://www.dor.wa.gov)



## **Exhibit E**

### **Site Photos / Background Information**

# Planning Area Map Elochoman Headwaters Design (#24-1851)







East Fork Elochoman – Falls (Note person in orange below falls for scale)



East Fork Elochoman – Example Channel Conditions





**Above:** Otter Creek – Channel Conditions **Below:** WF Elochoman – Simplified Channel/Disconnected Floodplain







West Fork Elochoman – Over-Widened Channel with Coarse Substrate



West Fork Elochoman – Single Thread Channel Disconnected from Adjacent Floodplain



## Supporting Information Overview

LCFRB staff summarize supporting information for the Technical Advisory Committee (TAC) to consider during their review and scoring of habitat project proposals. Supporting information and scoring methods are intended to inform application of the Evaluation Criteria included in the annual [LCFRB Salmon Recovery Grants Manual](#) and in the [2024 Targeted Investment Request for Proposals](#).

Supporting information is organized at the project scale, and is based on the most current and best available information we have from the Recovery Plan, status reviews, habitat strategies, and various technical analyses and evaluations. TAC members should apply supporting information to their review of project proposals, as it relates directly to Benefits to Fish evaluation criteria. Potential resources for additional Benefits to Fish scoring information can be found in the [Recovery Plan](#), [habitat strategies](#), and the [Salmon Resource Map](#). **Additional resources are also described in the Climate Change, Definitions, and References sections of this cover sheet.**

### Climate Change: Summarized Recommendations

The [Climate Change and Habitat Priorities Report](#) (LCFRB 2018) summarizes the following recommendations for incorporating climate change impacts into restoration and protection projects:

1. Proposals should address **habitat diversity**, which is necessary to support life history diversity and population and species resiliency. Establishing, improving or preserving longitudinal (tributaries), lateral (off-channel/side-channel, floodplains, wetlands), and vertical connections (re-aggrading channels) are important considerations for effectively addressing climate change. Life history diversity is supported when a variety of complex and diverse (i.e. flow heterogeneity) habitats are available to fish to use across life stages.
2. Connection to and enhancement/preservation of **cold water refugia** are essential for priority populations that are, or likely will be, limited by thermal stress, such as stream-type (i.e. coho, spring Chinook) salmon and steelhead populations. Increasing hyporheic exchange via increased vertical habitat connectivity can also support cold water refugia.
3. **Mature riparian and upland forest** restoration and protection is essential to ameliorating temperature increase rates, although watershed-scale benefits are more likely to occur in small tributary and headwater habitats.
4. Providing and maintaining access to **high quality floodplain habitat** is essential to reducing negative impacts to fish resulting from increased magnitude and frequency of high flow events. Efforts to increase quality and connectivity of floodplain areas will benefit both stream-type and ocean-type salmon and steelhead.
5. **Mid and lower watershed areas** should be targeted for restoration and protection efforts when additional headwater work cannot fully offset climate change impacts. This may be true for headwater areas with already mature forest stands and limited anthropogenic fish barriers.

6. Implement **WRIA water supply and instream flow actions** that directly and/or indirectly support increased quality and quantity of fish habitat. This is especially important when addressing impacts to fish habitat from expected increases in low flow magnitude and frequency, as well as increases in summer temperatures.

The following tables summarize anticipated climate change effects to watershed processes in the Lower Columbia region.

**Table 1. Summarized climate change effects to watershed processes in the Lower Columbia Region. Expected habitat responses are included for each climate change effect, as well as subsequent fish impacts due to habitat changes. Restoration and protection efforts that could support resiliency of fish in light of these changes are recommended in the last column. Arrows indicate the direction of change: ↓ = decrease, ↑ = increase, and ⇕ = unknown or both increase and decrease specified response or action.**

Climate Change Effect	Watershed location	Habitat Impacts	Fish impact	Restoration/Protection Considerations
↑ sea level rise	Tidally-influenced habitat	↓ tidal edge habitat quantity, quality, and diversity ↑ salinity intrusion upstream and upland ↓ ocean plume volume	↓ tidal edge rearing habitat ↓ tidal edge (wetland) nutrient sources ↓ support of life history diversity	↓ barriers to fish laterally (floodplain) and longitudinally (upstream) of current tidal range ↑ complexity to floodplain, wetland, and upland habitat to promote diverse tidal edge habitat and to support life history diversity ↑ upland habitat area in acquisition projects to provide adequate buffer to vertical sea level encroachment ⇕ incorporate expected relative sea level rise in designing water crossing structures in tidal areas.
↑ water temperatures	Throughout, but biggest impacts in areas without adjacent or upland mature forests, and surface water withdrawals.	↑ rainfall-dominated flow regimes ↑ warm water species range ↓ dissolved oxygen ↑ primary production	↑ stress and mortality ↓ fish passage and habitat availability ⇕ altered food webs ↓ support of life history diversity	↑ complexity and connectivity of floodplain, off-channel/side-channel, wetland, and tributary headwater habitat to promote local water infiltration, storage, and temperature moderation, and to support life history diversity ↑ mature forest and riparian stands to promote local water infiltration, storage, and temperature moderation, and to support life history diversity ↑ connectivity and quality of cold water refugia ↑ implementation of WRIA water supply and instream flow actions that support improvement to instream flows

Climate Change Effect	Watershed location	Habitat Impacts	Fish impact	Restoration/Protection Considerations
↑ winter flow magnitude and frequency	Throughout, but greater impacts in watersheds with current and future rainfall-dominated regimes and urbanized areas.	↑ floodplain and off-channel/side-channel inundation ↑ headwater and tributary connectivity ↑ wood and sediment mobility ↑ upland material inputs ↑ bankfull widths ↑ bed scour ↑ water velocity ↑ interaction with developed areas	⇅ altered habitat availability depending on complexity of connected refugia and/or stream crossing structure design ↑ stranding (in flashy systems) ⇅ redd scour and egg-to-fry survival changes ⇅ altered life history diversity from potential additional habitat connectivity and/or increased stranding	↑ complexity and connectivity of floodplain, off-channel/side-channel, wetland, and tributary habitat to provide juvenile flood refugia and protected spawning habitat to support life history diversity and resiliency ↓ effective impervious surface area and stormwater runoff to moderate instream flows by providing local water infiltration and storage ↑ bankfull width conditions for project design
↓ low flow magnitude and frequency	Throughout, but greater impacts in watersheds with current and future rainfall-dominated regimes, urbanized areas, and surface water withdrawals.	↓ floodplain and off-channel/side-channel, wetland connectivity and area ↓ headwater and tributary connectivity and area ↓ instream flows from increased and/or greater impact of water withdrawals ↑ predation and competition from reduced habitat quality and quantity	↑ stress and mortality for rearing fish ↑ stranding ↓ fish passage and habitat availability ↓ support of life history diversity ⇅ altered food webs ↓ holding and spawning opportunities for fall spawners	↑ complexity and connectivity of floodplain, off-channel/side-channel, wetland, and tributary habitat to promote local water storage, to moderate low flow conditions, and to support life history diversity ↑ mature headwater forest and riparian habitat to promote local water storage, to moderate low flow conditions, and to support life history diversity ↑ connection and quality of cold water refugia ↑ implementation of WRIA water supply and instream flow actions that support improvement to instream flows



## Definitions

- **Recovery Designation:** recovery priority based on the viability targets for a population to support species-scale recovery goals; Primary populations should be restored to high or very high viability, Contributing populations should be restored to low to medium viability, and Stabilizing populations should be maintained at the viability level at the time of ESA-listing baseline conditions (1998 – 1999).
- **Historical Core:** populations that represent a substantial portion of a species abundance or a life history type, representing the evolutionary legacy of the species as well as the most likely path to recovery; identified by the Willamette – Lower Columbia Technical Review Team to support recovery planning.
- **Genetic Legacy:** populations that either have minimal influence from hatchery origin fish and/or exhibit important life history characteristics for the species that are not exhibited through much of their historical range; identified by the Willamette – Lower Columbia Technical Review Team to support recovery planning.
- **Steelhead Gene Bank:** watersheds where hatchery origin steelhead are not released with the goal of reducing hatchery influence on natural origin populations (Statewide Steelhead Management Plan, WDFW 2008).
- **Salmonid Management Zone:** watersheds where hatchery origin chum, Chinook, and/or coho are not released with the goal of reducing hatchery influence on natural origin populations (Hatchery and Fishery Reform Policy C-3619, WSFWC 2009).
- **Viability:** viability is the ability of species and populations to persist over an extended period of time, defined as 100-years by NOAA for the Recovery Plan. Viability of salmon is a function of four population parameters: abundance, diversity, productivity and spatial structure. Viability of each Washington Lower Columbia population was assessed in partnership with the WDFW based on recent abundance and related information on spatial structure, productivity, and diversity, and then compared to viability statuses at the time of ESA listings in the region, 1998 – 1999 (“**Baseline**”) and to ESA delisting goals (“**Goal**”). 2020 viability is based on abundance relative to abundance benchmarks defined in the Recovery Plan for different viability levels for each individual population (see Appendix E in the Recovery Plan). Abundance-based viability was then adjusted when hatchery fish comprised a substantial portion of spawners (30% or greater) or fish passage into historical habitats is artificially constrained. More details on viability estimates are in the [regional report](#).
- **Tidally Influenced Habitat:** projects proposed for the Lower Columbia mainstem and estuary and tidally-influenced tributary reaches may benefit out-of-basin (OOB) populations. In such cases, OOB fish are collectively considered a Primary population with a High Species Reach Potential (SRP) rating because of the important foraging and refuge benefits tidal areas provide juvenile fish as well as the life history diversity benefits they support. If habitat benefits are considered not optimal or a low priority for recovery, an SRP Rating of Medium or Low can be assigned based on questions included in the annual LCFRB Salmon Recovery Grants Manual. A variety of documents are used to identify the extent of tidal influence, including the adopted WRIA Management Plans and the Lower Columbia River Estuary polygon extent.

## **References**

Additional references are included in footnotes and summary notes where applicable for the project-scale supporting information materials.

Conservation and Sustainable Fisheries Plan: <https://www.lcfrb.org/hatcheryharvest>

High Resolution Change Detection Data: <https://hrcd-wdfw.hub.arcgis.com/pages/data>

Lower Columbia Land Cover Report: <https://www.lcfrb.org/monitoring-land-use>

State of the Salmon in Watersheds 2022 Report: <https://stateofsalmon.wa.gov/>

Distribution data were requested from WDFW for a subset of proposed project areas. Some distribution maps are based on field survey data, but distribution models are also used to inform potential distribution of salmon and steelhead. These are included in the “New Information” section for related proposals but are also now available for steelhead, coho and Chinook salmon as a “modeled” distribution type description in the [Statewide Washington Integrated Fish Distribution streamline](#) available in the [Salmon Resource Map](#).

## Targeted Population Information

### Species Scale

WDFW estimated for the State of the [Salmon in Watersheds 2022](#) report that **Columbia River Chum and Lower Columbia River Chinook are not keeping pace** and that **Lower Columbia River Steelhead and Lower Columbia River Coho are keeping pace** with recovery goals when natural origin abundance data are summarized for the last 5 years. *Columbia River Chum data are incomplete for this species-level analysis and coastal winter steelhead are excluded because they are part of the unlisted Southwest Washington Steelhead DPS.*

### Population Viability

Subbasin	Population	Historical Core	Genetic Legacy	Steelhead Gene Bank	Salmonid Management Zone
Elochoman-Skamokawa	Coho	No	No	No	Yes
Elochoman-Skamokawa	Fall Chinook	Yes	No	No	Yes
Elochoman-Skamokawa	Fall Chum	Yes	No	No	No
Elochoman-Skamokawa	Winter Steelhead	No	No	No	No

Population specific viability estimates from the [regional viability status assessment](#) are in the below table. 2020 viabilities account for abundance, proportion hatchery origin spawners, the amount of connected habitat and fish passage rates past major hydropower (Cowlitz and Lewis) or sediment blockages (North Fork Toutle) for a population. Viability statuses with an asterisk are estimates based on professional judgment due to limited monitoring data. WDFW updated population descriptions from the Recovery Plan as part of the status assessment – these are copied below for populations potentially benefitting from the proposed project. **Populations with 2020 viability estimates meeting ESA delisting goals are bolded.**

Subbasin	Population	Recovery Designation	Baseline Viability	2020 Viability	Goal Viability
Elochoman-Skamokawa	Coho	Primary	Very Low	Low	High
Elochoman-Skamokawa	Fall Chinook	Primary	Very Low	Very Low	High
Elochoman-Skamokawa	Fall Chum	Primary	Very Low	Low	High
Elochoman-Skamokawa	Winter Steelhead	Contributing	Medium	Medium	Medium+

### Population Descriptions

Elochoman/Skamokawa Coho – This Primary population is targeted for improvement from Very Low to High viability. Natural spawning in the Elochoman is thought to occur in most areas accessible to coho with the majority of the spawning area in the upper watershed. In the Skamokawa Creek watershed, important spawning areas include the mainstem and major tributaries. An integrated on-station hatchery release coho program is currently operated in the Elochoman watershed.

The twelve-year geometric mean abundance is greater than the baseline estimate identified in the Recovery Plan but below the delisting goal for return years with available data (27% of delisting goal). The delisting abundance goal is met in one of nine years of reported adult returns. Artificial barriers do not substantially limit distribution (less than 10% disconnected habitat), although the hatchery intake diversion structure may impede passage at times into upper Beaver Creek. Hatchery-origin spawners on average comprise 42% of total spawners while the target is less than 30%. The abundance-based viability estimate is adjusted from Low to Very Low due to limits in productivity and diversity resulting from hatchery fish competition and interbreeding.

Elochoman/Skamokawa (Tule) Fall Chinook – This Primary population is identified as a historical core population by the Willamette-Lower Columbia Technical Review Team and is targeted for improvement from Very Low to High viability. Fall Chinook spawn in the lower Elochoman above tidewater (RM 4 to the confluence of the West Fork Elochoman at RM 15.6) as well as upstream in the West Fork and East Fork now that the hatchery barrier is removed. In Skamokawa Creek, spawning occurs primarily from Wilson Creek (RM 1.9) upstream to Standard and McDonald creeks (RM 6.8). The vast majority of adults return to the Elochoman River.

The Elochoman Hatchery released juvenile fall Chinook into the Elochoman River until 2008 when the program was terminated. No hatchery fish are released into Skamokawa Creek.

The twelve-year geometric mean abundance aligns with the baseline estimate identified in the Recovery Plan and is below the delisting goal for return years with available data (5% of delisting goal). The delisting abundance goal is not met in any years of reported adult returns. Artificial barriers are assumed to not substantially limit distribution (less than 10% disconnected habitat). Hatchery-origin spawners on average comprise 73% of total spawners while the target is less than 5%. Viability remains Very Low due to limits in abundance, productivity, and diversity resulting from low population numbers and hatchery fish competition and interbreeding.

Elochoman/Skamokawa Chum – This Primary population is identified as a historical core population by the Willamette-Lower Columbia Technical Review Team and is targeted for improvement from Very Low to High viability. Spawning occurs primarily in the lower mainstem Elochoman between tidewater and the now-closed Elochoman Hatchery (RM 9.5). The barrier at the Elochoman Hatchery was removed in 2018 and chum have been observed as far up as RM 12.9 post-removal. In Skamokawa Creek, spawning primarily occurs between tidewater and Standard and

McDonald creeks (RM 6.8). With the exception of one release of approximately fifty thousand hatchery fry in 2020 in the Skamokawa subbasin, no hatchery releases of chum have occurred in the Elochoman/Skamokawa population. Spawning surveys are conducted weekly but population estimates are not made for all years due to difficulties in estimating very low returns.

The twelve-year geometric mean abundance is greater than the baseline estimate identified in the Recovery Plan but below the delisting goal for return years with available data (28% of delisting goal). The delisting abundance goal is met in one of one year of reported adult returns. Artificial barriers are assumed to not substantially limit distribution (less than 10% disconnected habitat). The percentage of hatchery-origin spawners is unknown but the target is less than 5%. Viability has increased to Low due to high abundances, assumed limited hatchery fish competition and interbreeding, and the lack of spatial structure and diversity limitations.

*Elochoman/Skamokawa Winter Steelhead* - This Contributing population is targeted for improvement from Medium to Medium+ viability. Winter steelhead are distributed throughout the mainstem above tidal influence in both the Elochoman and Skamokawa watersheds. They are found within the mainstem Elochoman and its East and West forks and the tributary Otter Creek and in the Skamokawa tributaries of Wilson creek, Left Fork Skamokawa, Standard and McDonald creeks.

A segregated winter and summer steelhead program is operated at the Beaver Creek hatchery on the Elochoman River for in basin releases. There is no hatchery program or any releases of fish into Skamokawa Creek.

The twelve-year geometric mean abundance is greater than the baseline estimate identified in the Recovery Plan but near the delisting goal for return years with available data (91% of delisting goal). The delisting abundance goal is met in four of the last 12 years. Artificial barriers are assumed to not substantially limit distribution (less than 10% disconnected habitat), although the hatchery intake diversion structure may impede passage at times into upper Beaver Creek. The percentage of hatchery-origin spawners is unknown but the target is less than 5%. Viability remains Medium due to limits in abundance, productivity, and diversity resulting from low population numbers.

## **Watershed Context**

The LCFRB partnered with Washington Department of Fish and Wildlife and Inter-Fluve to identify and summarize land cover and land cover change data across the lower Columbia River Lead Entity Area. Land cover conditions are summarized at land use program, subbasin and riparian scales to answer questions regarding status and changes in tree and impervious surface coverage over time. A summary of land cover data for the subbasin where a proposed project is located is included in the below table and available as a Landscape Unit data layer in the [Salmon Resource Map](#). More information on the project is on the [LCFRB website](#).

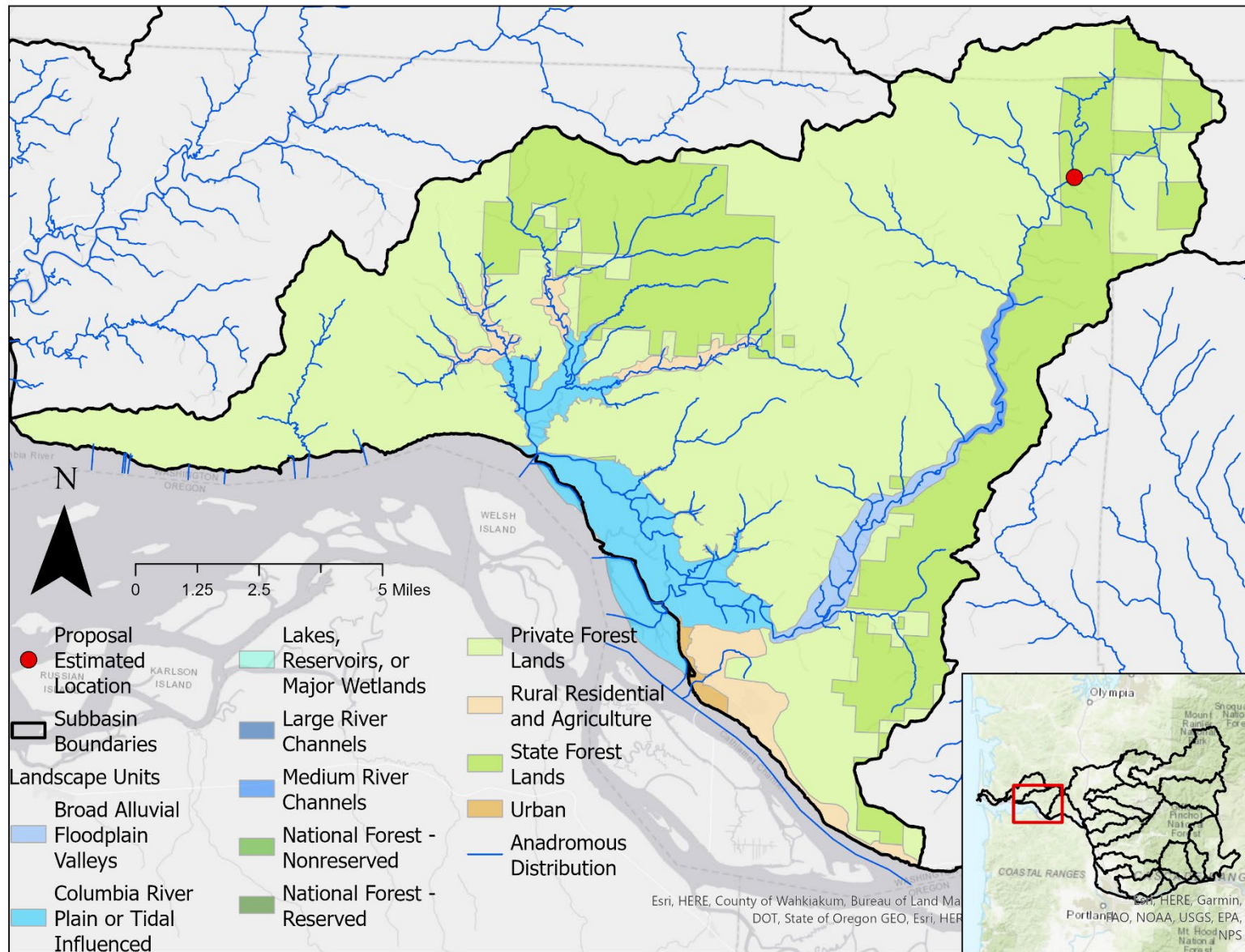
High Resolution Change Detection: WDFW developed land cover data for the years 2017 – 2019 and change in land cover data between the years 2011 and 2017. Estimates of total tree and impervious surface coverage per landscape unit where the project is proposed are included, as

well as estimates in decreased tree cover and impervious surface coverage gain. **Landscape Unit type context and location is shown in the below map, with a generalized project point location in red.**

Subbasin	Landscape Unit Type	Average Tree Height (Ft)	% Tree Cover	% Tree Decline	% Impervious Cover	% Impervious Gain	% No Data
Elochoman-Skamokawa	State Forest Lands						
Elochoman-Skamokawa	All Landscape Units	77	77%	9%	1%	0%	Unavailable
Lead Entity <sup>1</sup> Total	State Forest Lands						
Lead Entity <sup>1</sup> Average	All Landscape Units	86	64%	3%	4%	0.2%	8%

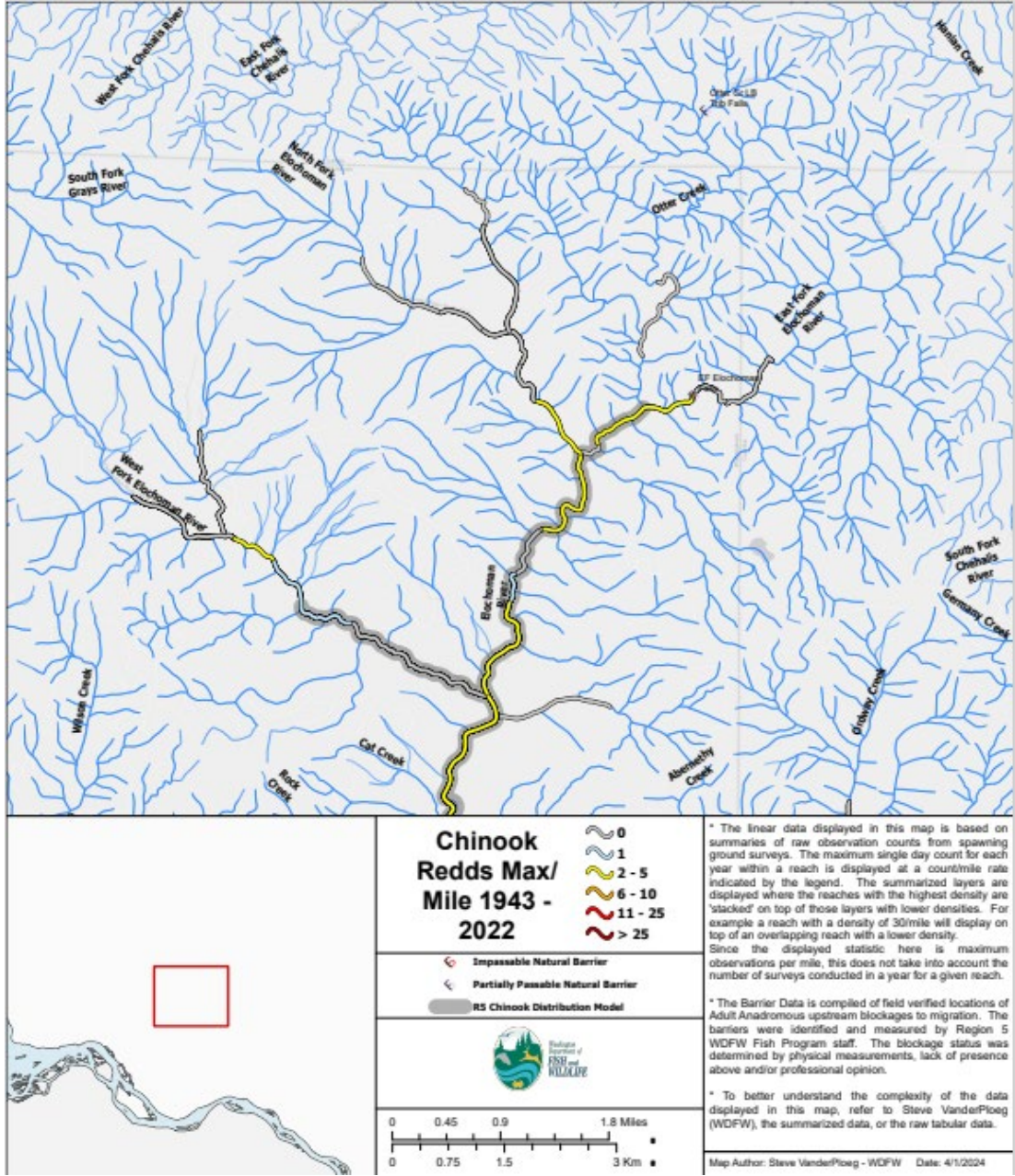
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<sup>1</sup> Lead Entity total and average are for all subbasins in the lower Columbia with the exception of the Little White Salmon and White Salmon subbasins.

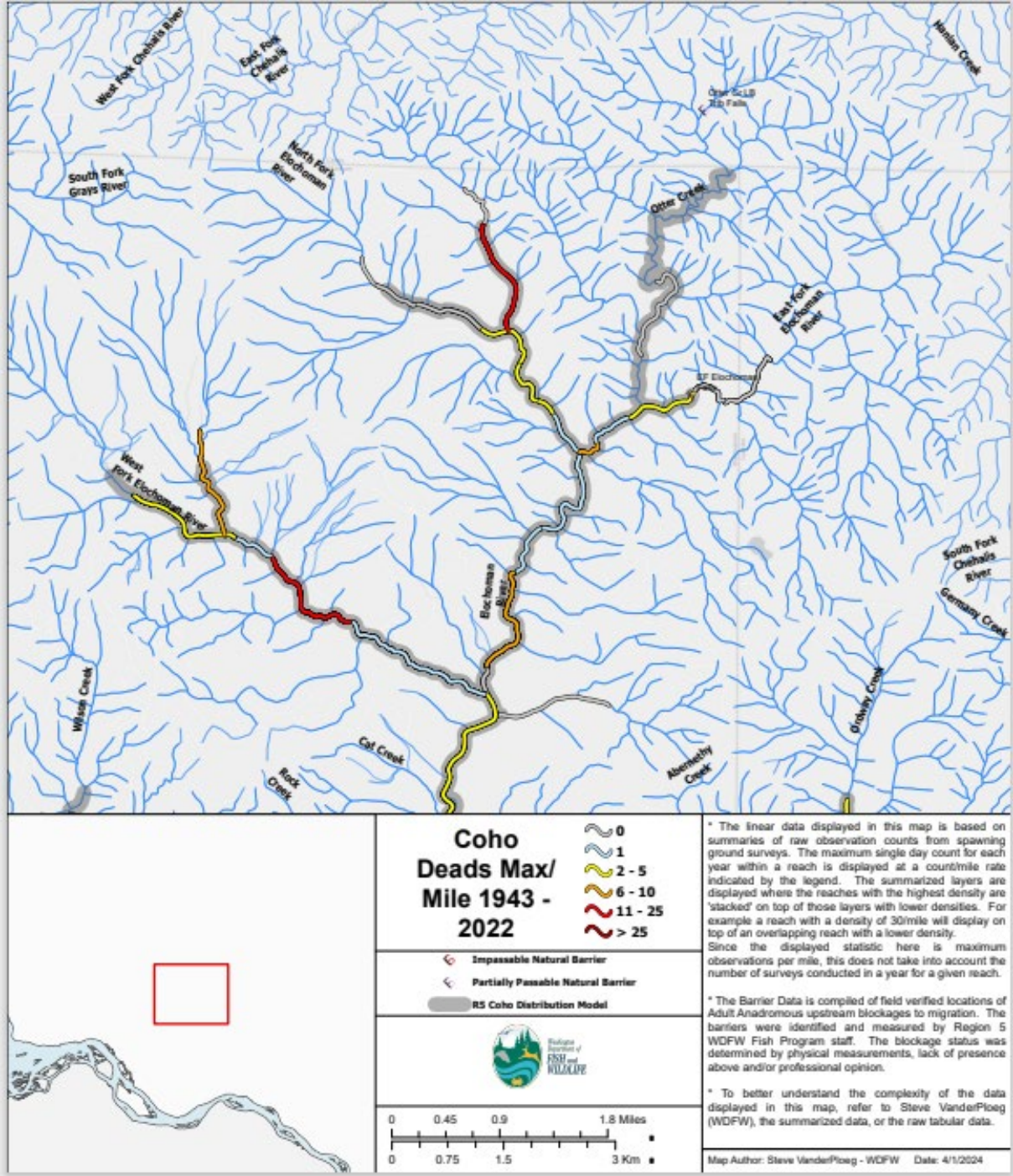




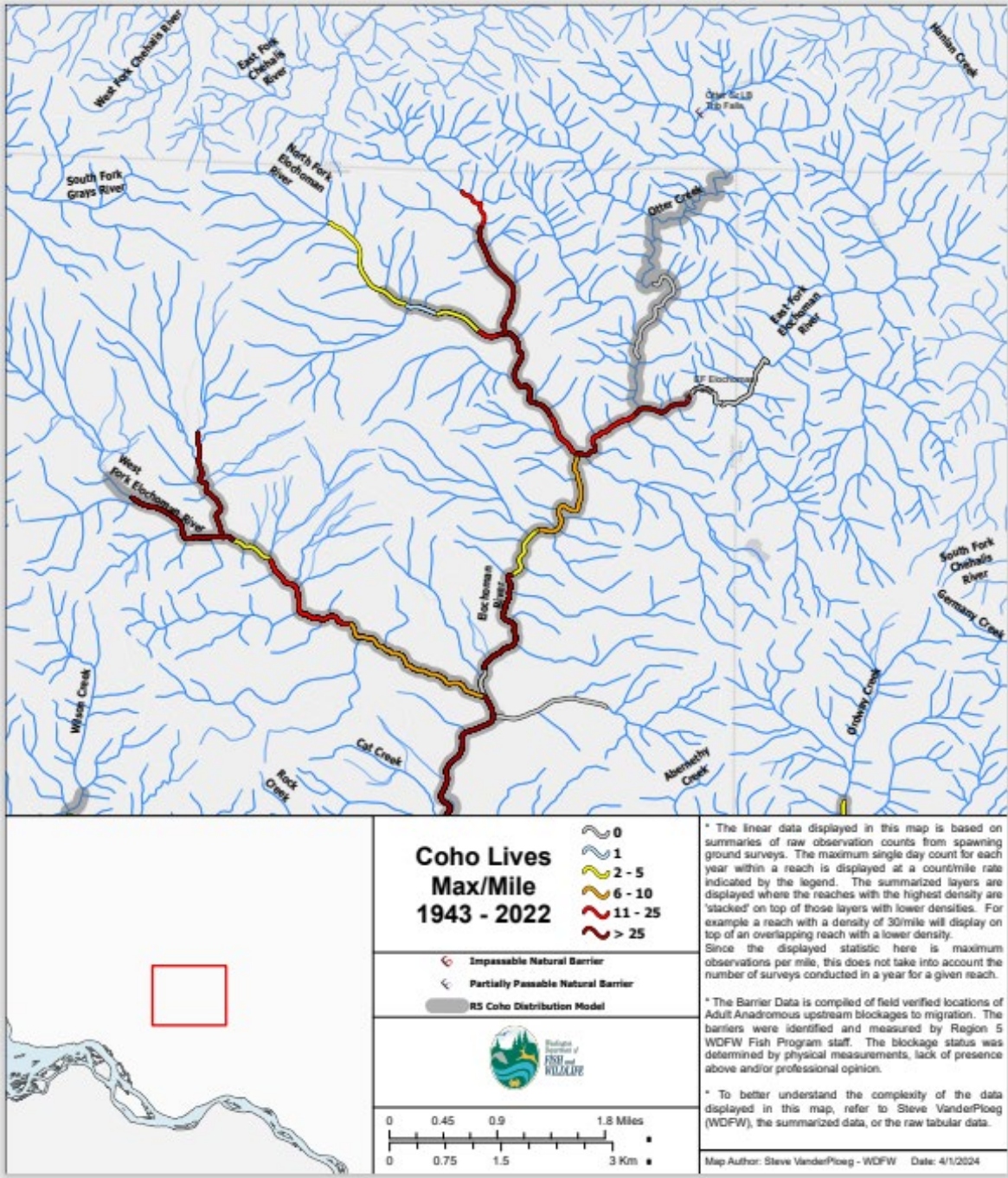
**New Information**



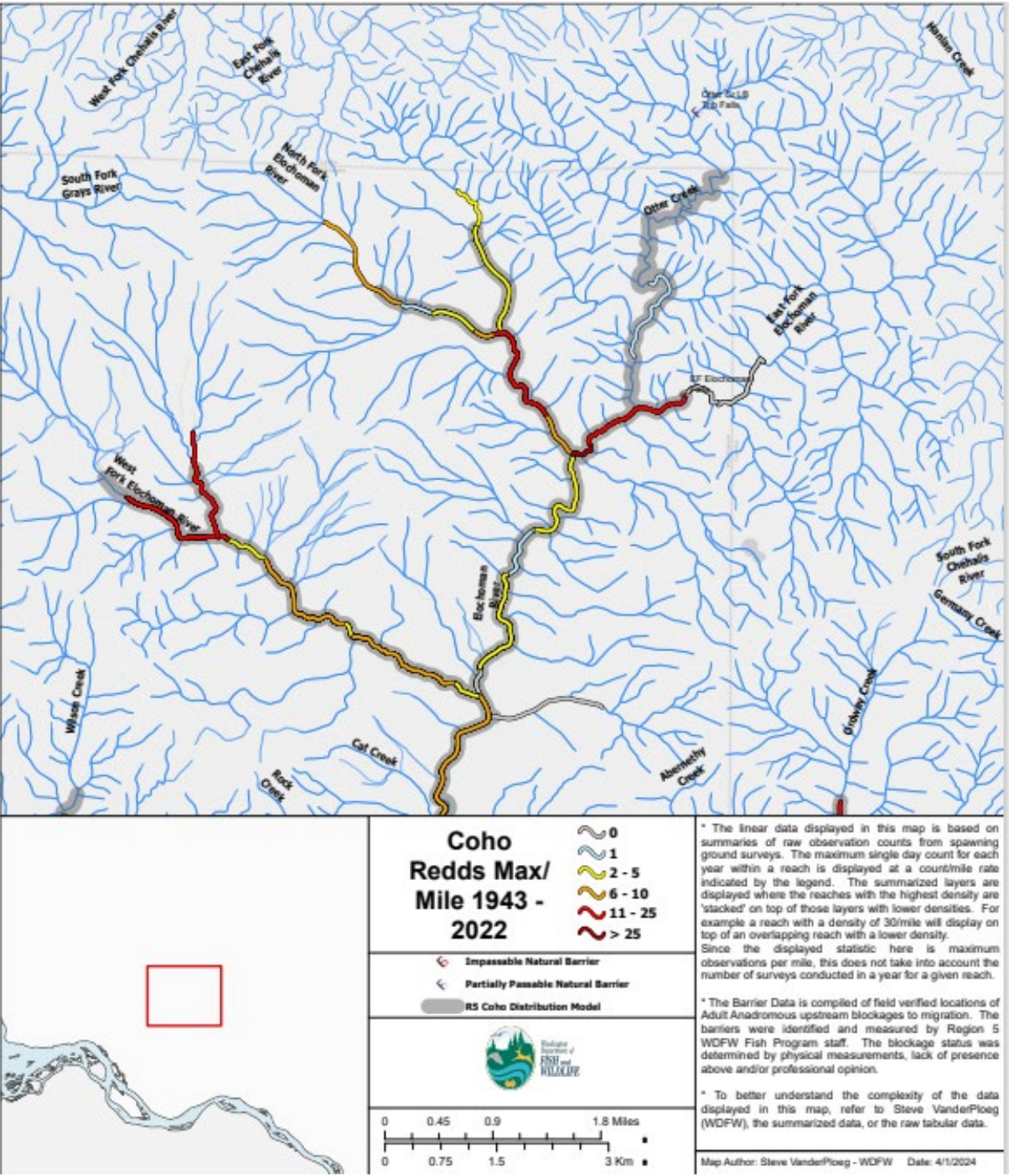




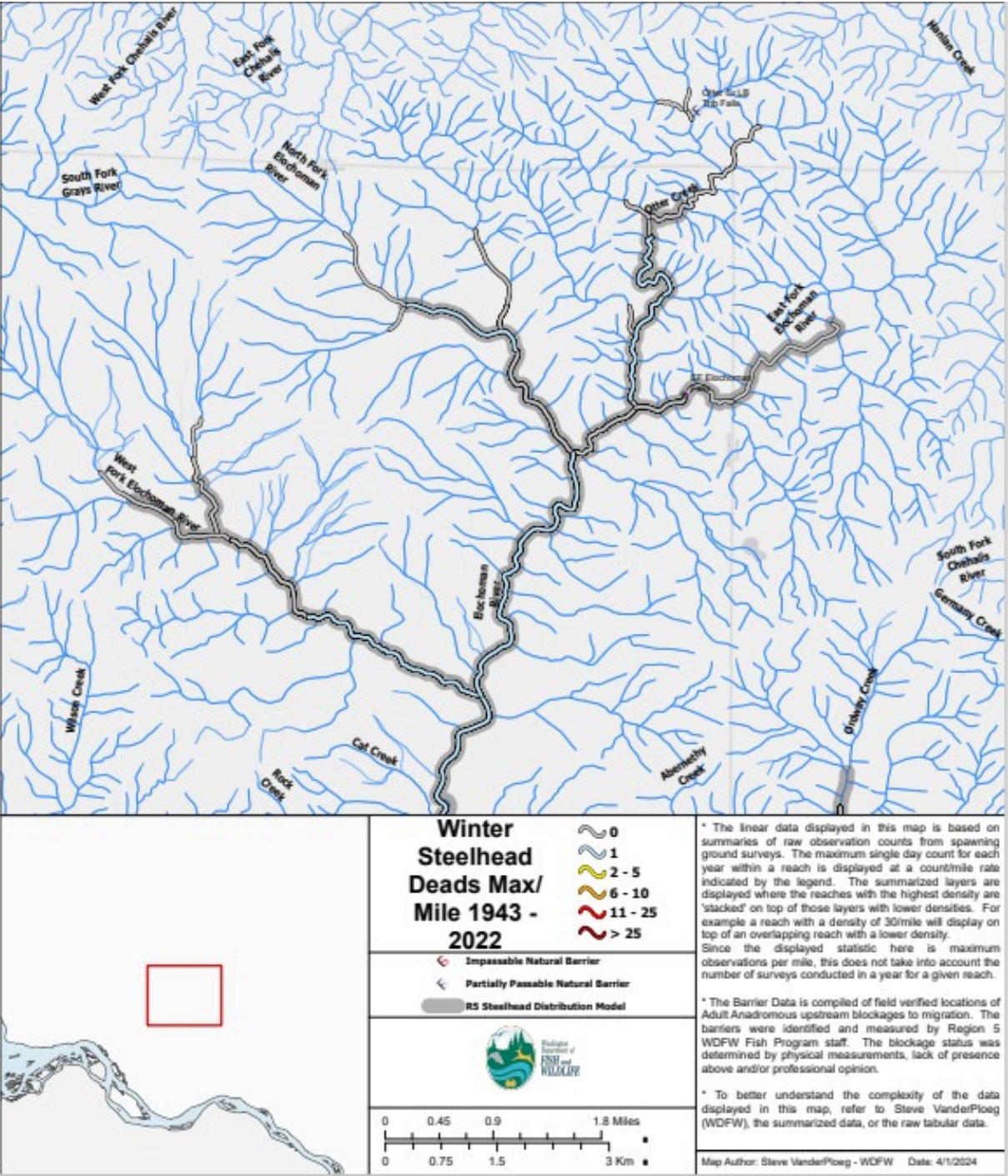




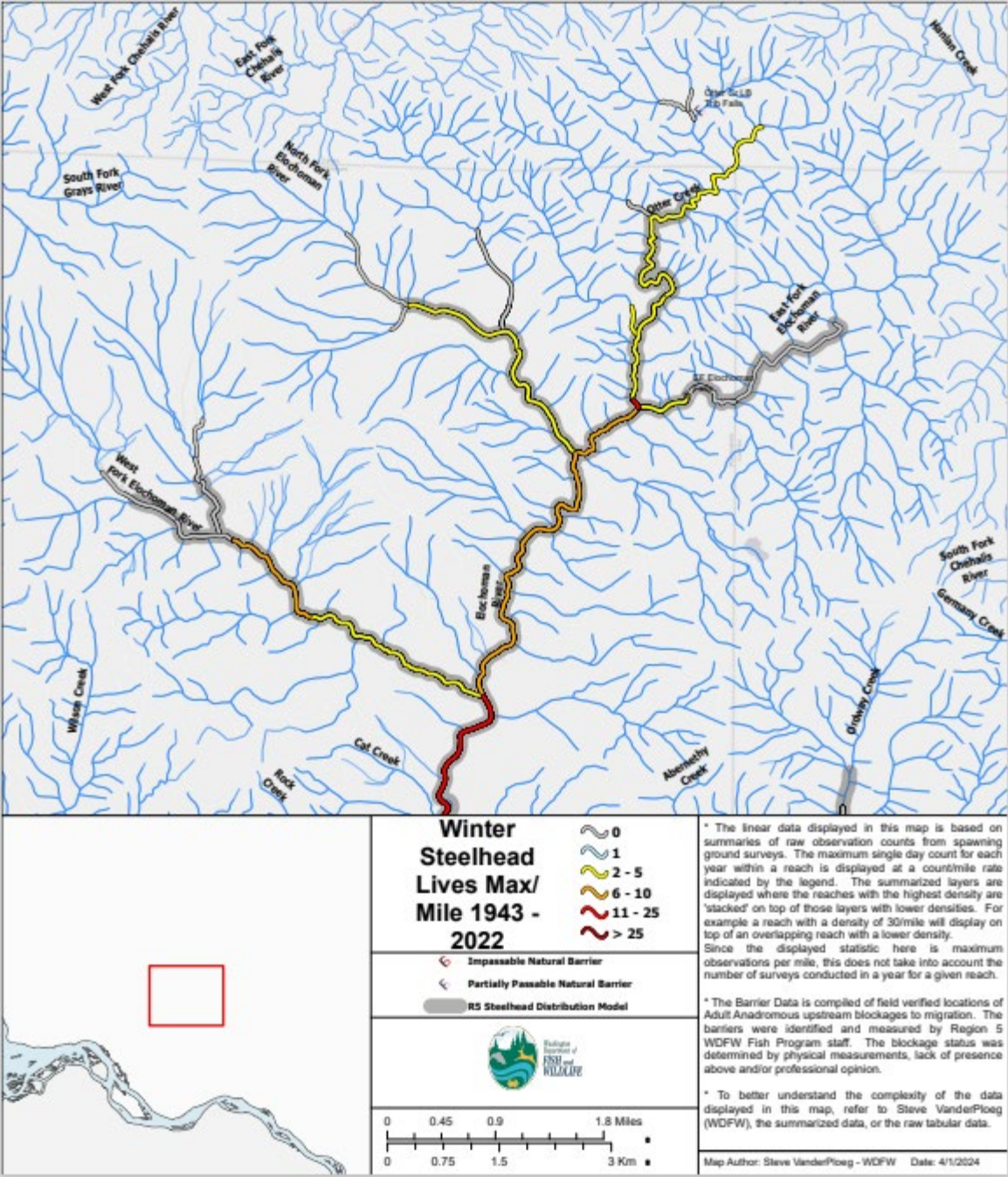




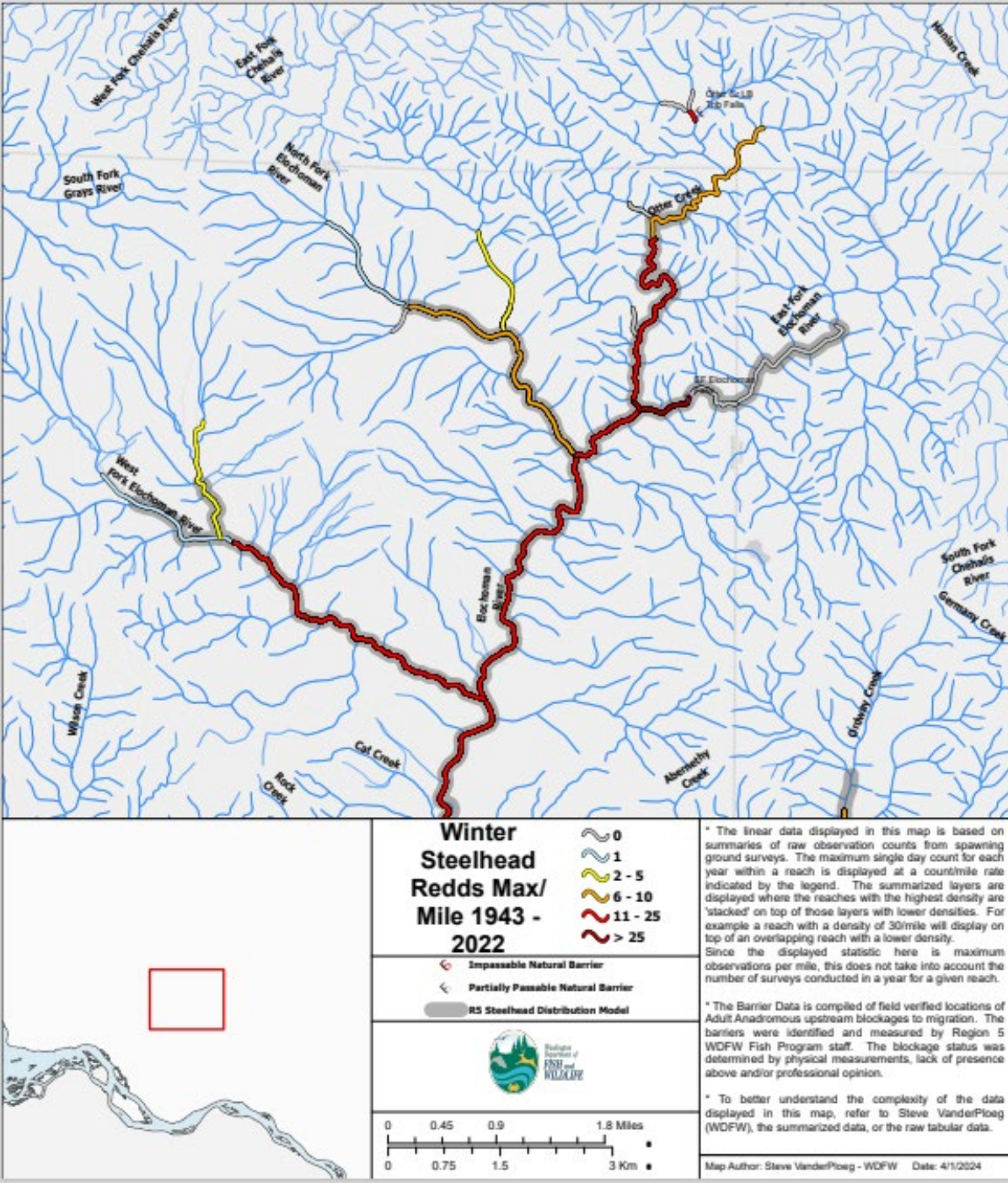












## **Limiting Factors**

The following life stage specific limiting factors are identified in the Recovery Plan for the Elochoman-Skamawaka River subbasin (Volume II, Chapter D).

Table D-4. Summary of the primary limiting factors affecting life stages of focal salmonid species. Results are summarized from Elochoman River EDT Analysis.

Species and Lifestage		Primary factors	Secondary factors	Tertiary factors
<b>Elochoman Fall Chinook</b>				
<i>most critical</i>	Egg incubation	sediment	temperature, channel stability	
<i>second</i>	Spawning	temperature	harassment, predation, habitat diversity	sediment
<i>third</i>	Fry colonization	flow, channel stability, predation, sediment, habitat diversity	food	
<b>Elochoman Chum</b>				
<i>most critical</i>	Egg incubation	sediment	channel stability	harassment
<i>second</i>	Prespawning holding	habitat diversity, harassment, predation	sediment	key habitat
<i>third</i>	Spawning	harassment	habitat diversity, predation, sediment	flow
<b>Elochoman Coho</b>				
<i>most critical</i>	Egg incubation	sediment	channel stability	
<i>second</i>	0-age winter rearing	habitat diversity	flow, key habitat	channel stability, predation
<i>third</i>	0-age summer rearing	habitat diversity	key habitat	food, flow, competition (hatch), channel stability, predation, temperature
<b>Elochoman Winter Steelhead</b>				
<i>most critical</i>	Egg incubation	sediment	channel stability, temperature	
<i>second</i>	1-age winter rearing	habitat diversity, flow	channel stability, predation, sediment	
<i>third</i>	0-age summer rearing	habitat diversity	flow, competition (hatch), pathogens, predation, temperature	



## Fish Passage Assessment – East Fork Elochoman

### Elochoman Headwaters Design (#24-1851)

#### Cowlitz Indian Tribe

#### Historic Perspective:

The Elochoman watershed has been heavily impacted by over the last century by industrial forestry practices. The majority of the mid/upper watershed is owned and managed as industrial timberland by state and private entities. Historic forest practices such as splash dam logging, in which loggers constructed temporary dams to create outburst floods to transport logs downstream, have created scoured channels to bedrock and creating flumes to efficiently export sediment and disconnect streams from their floodplains. The impacts and scars from the initial old-growth timber harvest are still evident today. Stream surveys dating back to 1937, documented in a report (Bryant Report) called "*A Survey of the Columbia River and its Tributaries – with special reference to its Fishery Resources*" (Bryant, 1949). These are some notable excerpts in review of the habitat conditions of the East Fork, West Fork Elochoman (called the Alochomin River) and Otter Creek.

Pg. 18. Bryant Report

**8C. West Fork of Alochomin River: (May 20, 1937; Hanavar and Lobell.)**

The West Fork joins the East Fork to form the main Alochomin River 15 miles above the mouth. The length is 4 1/2 miles, the width was 21 feet, the average depth was 11 inches, the flow 25 to 30 c.f.s and the temperature 54° F. Water level fluctuations in the canyons may be as much as 10 to 20 feet. The watershed is completely logged off and burned, and the stream has been considerably damaged by the resulting erosion and silting. Only a small part of the stream will be suitable for spawning until the watershed regains its forest cover and the former suitable stream conditions are re-established. The best available spawning areas are located near the mouth and near the forks, and will accommodate several hundred pairs of salmon. Small salmonoid fingerlings, mostly silver salmon, were observed in the lower section. Chum salmon probably also use this stream, but to what extent was not determined. Some steelhead enter in the spring, seven having been observed near the forks. Rainbow trout were present, and the stream was heavily fished by loggers from a camp near the mouth. The stream branches at 3.2 miles above the mouth, each branch having a flow of 10 c.f.s. and good spawning areas for at least 3/4 mile.





FIGURE 3. Logging debris clogging the East Fork of the Alochomin River

TABLE OF OBSTRUCTIONS AND DIVERSIONS

Name of Stream	Name or Type of Obstruction or Diversion	Height in feet	Existing Protective Devices	Recommendations
Crooked Cr.	Irrig. dam & div.	4	None	Screen
	Unused power dam	6-8	None	Remove
Jim Crow Cr.	Brush jams	5-7	None	Remove
Wilson Cr.	Log jam	6-8	None	Remove
Elkhorn Creek	Culvert	--	None	Install baffles
East Fk. Alochoman R.	Log & debris jams	4-9	None	Resurvey & remove jams



8D. East Fork of Alochomin River: (May 20, 1937; Hanavan and Lobell.)

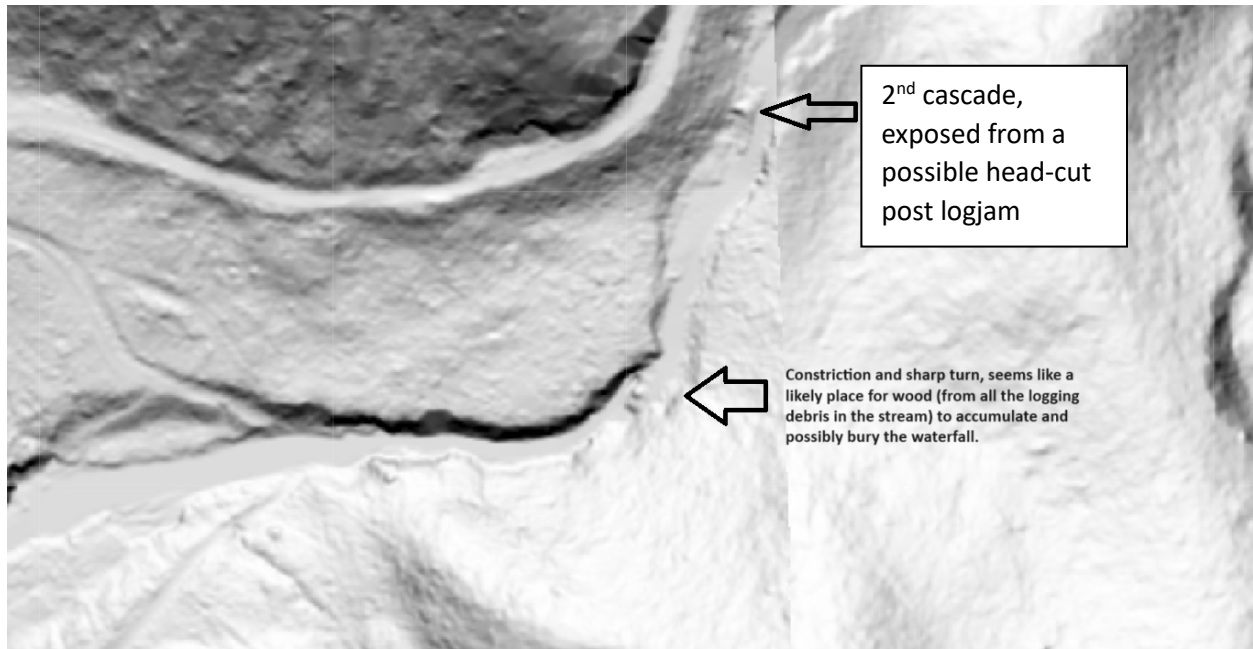
Its length is 5 miles, its width is 38 feet, the average depth was 10 inches, and the flow 60 c.f.s. The lower 3.2 miles was surveyed. The estimated gradient was 75 to 100 feet per mile with indications of fluctuations in water level of 6 to 10 feet. A log jam located approximately 2 1/2 miles above the mouth is probably passable with difficulty, and should be removed. There is suitable spawning area for at least 700 pairs of salmon. Logging was still under way and the west bank was being exposed and eroded as a result (Figure 3). These operations were being extended to the remainder of the watershed and will continue to cause silting and erosion for many years. Large numbers of silver salmon and a fair number of steelhead still spawn in the East Fork but chin salmon seldom appear so far up the river. Eleven minor tributaries were counted but none was accessible. The East Fork is formed by the junction of two forks, the right branch and the left branch. An old log jam near the mouth of the right branch is a barrier except during extreme flood stages and the stream above this was not examined.

8D-(1) Left Branch of the East Fork of Alochomin River: (May 20, 1937; Hanavan and Lobell.)

Enters 2 1/2 miles above the mouth of the East Fork. The flow was 10 to 20 c.f.s., and the temperature was 48° F. It is an excellent trout stream and has had good spawning areas for steelhead and salmon. Three mature steelhead and many silver salmon fingerlings were observed. Logging extended up this branch for a mile and eventually the entire watershed will have been out over. The stream bed in the lower mile had been torn up by the logging operations.







Cascade chute – located just upstream of bedrock falls.





# Washington Department of Fish and Wildlife

## Fish Passage & Diversion Screening Inventory Database Report Cover Sheet

The following report is extracted from the Washington Department of Fish and Wildlife's (WDFW) Fish Passage and Diversion Screening Inventory Database (FPDSI). WDFW makes every attempt to keep these reports in sync with FPDSI; however, the dynamic nature of the data and workflows associated with maintaining the database may result in short-term differences.

Users are encouraged to contact WDFW to discuss appropriate use of the data and how we can assist with fish passage barrier removal or inventory. Please visit the Fish Passage web site for contact information at: <https://wdfw.wa.gov/species-habitats/habitat-recovery/fish-passage/about>

### Disclaimers:

- Data presented here represent a snapshot observation of conditions in a dynamic environment that is subject to change. Fish passage data are also collected from a variety of agencies and sources. Therefore, WDFW makes no guarantee concerning the data's content, accuracy, completeness, or the results obtained from use of the data. WDFW assumes no liability for the data represented here.
- These data are not an attempt to provide you with an official agency response as to the impacts of your project on fish and wildlife.
- Note that some fish passage features, habitats or species may occur in areas not currently known to the WDFW Fish Passage division, and may not be reflected in this database. A lack of data does not necessarily indicate that a feature, habitat, or species are not present.
- Unauthorized attempts to alter or modify these data are strictly prohibited.
- Bankfull width measurements included in these reports should not be used for fish passage crossing design. They are solely for assessment purposes.
- The barrier status reported in this document is based on the swimming abilities of adult salmonids. Passabilities are a qualitative value, and should not be interpreted as a quantitative calculation. Please see page 1-4 of the Fish Passage Inventory, Assessment and Prioritization Manual for further clarification: <https://wdfw.wa.gov/publications/02061>
- EXIF data presented with Image Reports may be erroneous due to camera battery failures and resetting of camera clock functions.

### Abbreviations:

Most abbreviations in this report are defined in the Quick Reference Tables of the Fish Passage Inventory, Assessment, and Prioritization Manual. Additional commonly used abbreviations are defined as follows:

**NFB** = no potential salmonid use, **BB** = both banks, **LB** = left bank looking downstream, **RB** = right bank looking downstream, **US** or **U/S** = upstream, **DS** or **D/S** = downstream, **WSDrop** = water surface drop, **BFW** = bankfull width, **OHW** = ordinary high water, **SLW** = scour line width, **CMP** = corrugated metal pipe, **Q<sub>fp</sub>** = fish passage flow, **V&D** = Velocity and Depth, **ROW** = Right of Way

The FPDSI database often uses default values such as '-99.99' or '-999' to represent null values.

## WDFW Fish Passage and Diversion Screening Inventory Database

### Site Description Report

Site ID

Project

☐ Mitigated

#### Geographic Coordinates

Latitude (WGS 84):	<input type="text" value="46.3567228"/>
Longitude (WGS 84):	<input type="text" value="-123.2253707"/>
East (NAD 83 HARN):	<input type="text" value="952,434.1"/>
North (NAD 83 HARN):	<input type="text" value="385,077.8"/>

#### General Location

Road Name:	<input type="text"/>
Mile Post:	<input type="text" value="-999.99"/>
County:	<input type="text" value="Wahkiakum"/>
WDFW Region:	<input type="text" value="5"/>

#### Waterbody

Stream:	<input type="text" value="EF Elochoman R"/>
Tributary To:	<input type="text" value="Elochoman R"/>
WRIA:	<input type="text" value="25.0266"/>
River Mile:	<input type="text" value="-999.99"/>
Fish Use Potential:	<input type="text" value="Yes"/>
FUP Criteria:	<input type="text" value="Mapped"/>

#### Owner

Type:	<input type="text" value="State"/>
Name:	<input type="text" value="Washington Department of Natural Resources"/>

#### PI Species

<input type="checkbox"/> Sockeye	<input type="checkbox"/> Chinook	<input checked="" type="checkbox"/> Sea Run Cutthroat
<input type="checkbox"/> Pink	<input checked="" type="checkbox"/> Coho	<input checked="" type="checkbox"/> Resident Trout
<input type="checkbox"/> Chum	<input checked="" type="checkbox"/> Steelhead	<input type="checkbox"/> Bull Trout

#### Associated Features

<input type="checkbox"/> Culvert	<input type="checkbox"/> Dam	<input type="checkbox"/> Natural Barrier	<input type="checkbox"/> Diversion
<input type="checkbox"/> Non-Culvert Xing	<input checked="" type="checkbox"/> Other	<input type="checkbox"/> Fishway	

#### Location/Directions

#### Site Comments

4/10/2023

These data represent a snapshot of the Washington Department of Fish and Wildlife's current records. Due to the ongoing nature of assessment and inventory of these features, these data may not accurately represent conditions on the ground, and are subject to change.

## WDFW Fish Passage and Diversion Screening Inventory Database

### Natural Barrier Assessment Report

Site ID:	945106		
Latitude:	46.3567228	Stream:	EF Elochoman R
Longitude:	-123.2253707	Trib To:	Elochoman R
		WRIA:	25.0266
		River Mile:	-999.99

Data Source: Washington Department of Fish and Wildlife

Field Crew: Brown;Roop Survey Date: 7/1/2013

Site Name:

Type: Waterfall Fishway Present: No

#### Dimensions

Waterfall Height (m):	2.13	Stream Length (m):	-999	Gradient (%):	-99.99
Plunge Pool Depth (m):	1	Channel Width (m):	2		

#### Species Blocked

Fall Chinook  
Chum  
Coho  
Bull Trout  
Pink  
Sea Run Cutthroat  
Summer Steelhead  
Winter Steelhead

No Image Available

#### Status

Barrier Criteria: Barrier: Yes Blockage: Partial

#### Comments

Waterfall has two routes, the other is 3.66m in height.

4/10/2023

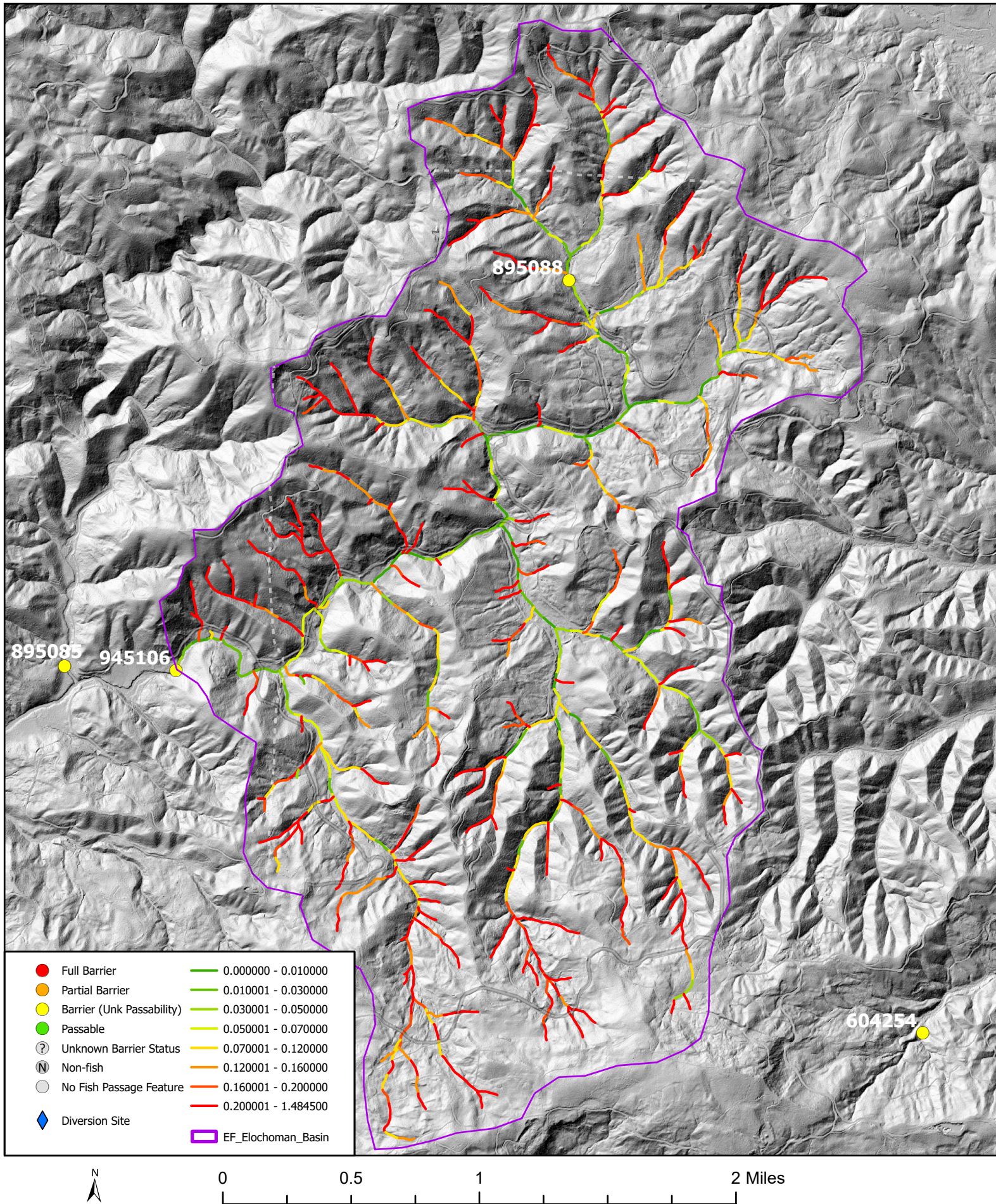
These data represent a snapshot of the Washington Department of Fish and Wildlife's current records. Due to the ongoing nature of assessment and inventory of these features, these data may not accurately represent conditions on the ground, and are subject to change.



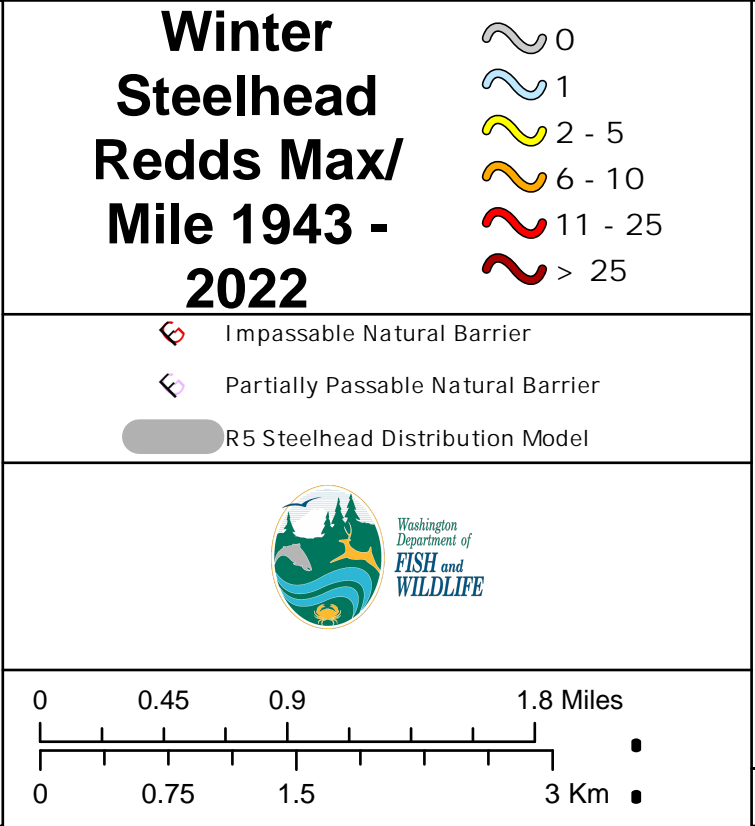
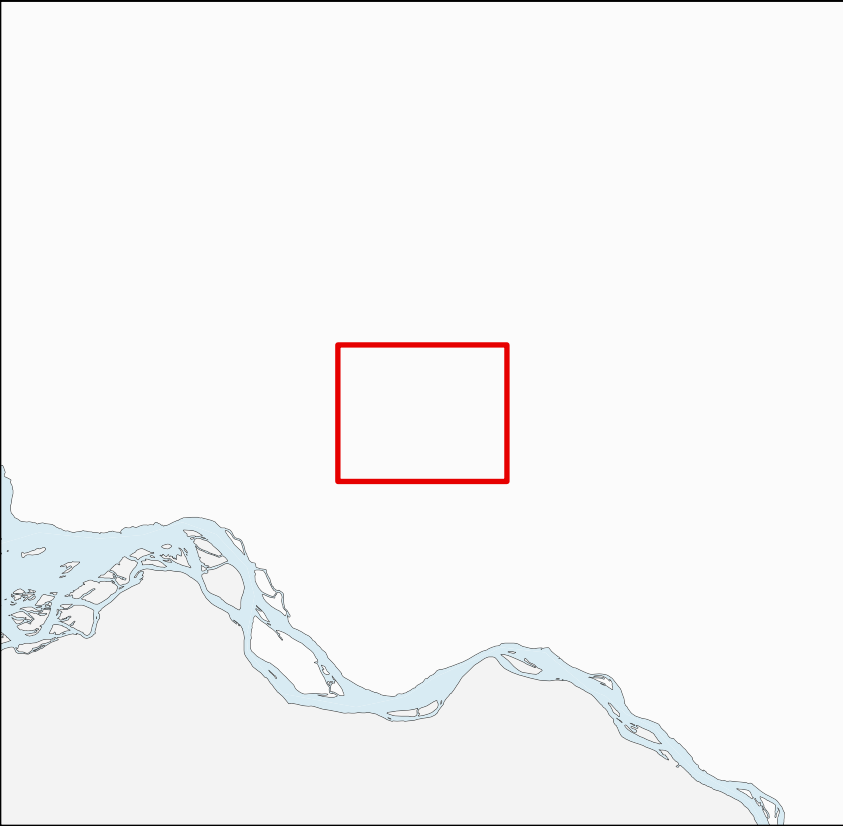
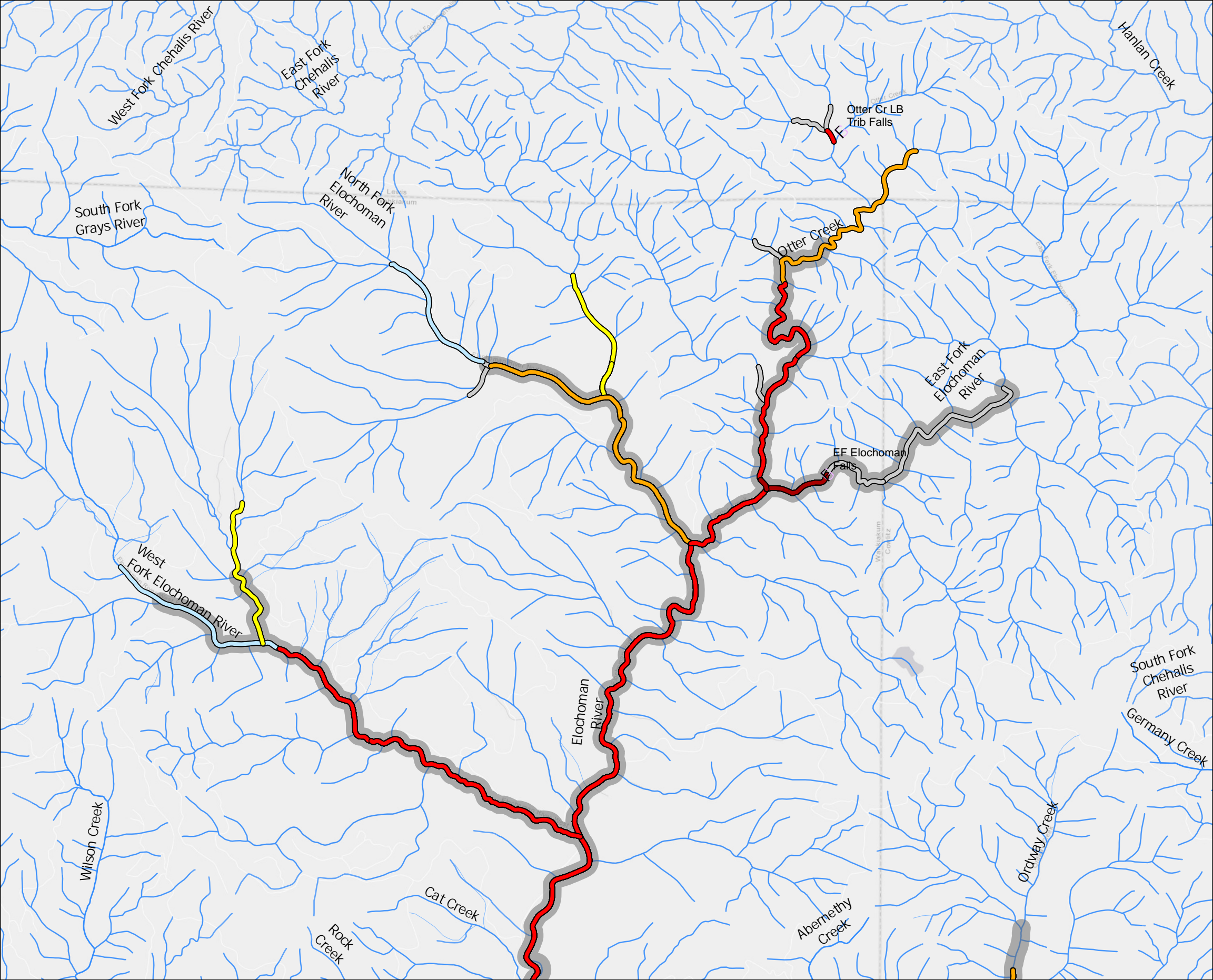
# East Fork Elochoman River

## Gradient Map above waterfall 945106

Fish Passage Estimate: 9.58 miles of habitat below 12% gradient







\* The linear data displayed in this map is based on summaries of raw observation counts from spawning ground surveys. The maximum single day count for each year within a reach is displayed at a count/mile rate indicated by the legend. The summarized layers are displayed where the reaches with the highest density are 'stacked' on top of those layers with lower densities. For example a reach with a density of 30/mile will display on top of an overlapping reach with a lower density. Since the displayed statistic here is maximum observations per mile, this does not take into account the number of surveys conducted in a year for a given reach.

\* The Barrier Data is compiled of field verified locations of Adult Anadromous upstream blockages to migration. The barriers were identified and measured by Region 5 WDFW Fish Program staff. The blockage status was determined by physical measurements, lack of presence above and/or professional opinion.

\* To better understand the complexity of the data displayed in this map, refer to Steve VanderPloeg (WDFW), the summarized data, or the raw tabular data.

Map Author: Steve VanderPloeg - WDFW    Date: 4/1/2024



# Barrier Evaluation Form—Non Culvert Crossing

## Location Information

Project Name: Elochoman Headwaters Design		Project #: 24-1851	County: Wahkiakum
Parcel #:		HPA #:	
GPS Location: Datum - WGS84; Format - Decimal Degrees		Latitude: 46.35672	Longitude: -123.22537
¼ Section: SE	Section: 7	Township: 10	Range: 04 <input type="checkbox"/> East <input checked="" type="checkbox"/> West
Stream Name: East Fork Elochoman		Tributary To: Elochoman River	WRIA #: 25

Driving Directions: Travel west on HWY4 from Longview WA, turn right on Elochoman Valley Road (E-500), follow the mainline until you near the confluence with Otter Creek then hike upstream

## Landowner Information

Landowner: Department of Natural Resources		Mailing Address: 601 Bond Road	
City: Castle Rock	State: WA	Zip: 98611	Telephone: (360) 577-2025
Cell: ( )	Fax: ( )	E-mail:	
Landowner Agent: Steve Ogden		Mailing Address:	
City:	State:	Zip:	Telephone: ( )
Cell: ( )	Fax: ( )	E-mail:	

## Evaluator Information

Evaluator Name: Peter Barber		Affiliation: Cowlitz Indian Tribe	
Mailing Address: 31320 NW 41st Avenue		City: Ridgefield	State: WA Zip: 98642
Telephone: (360)839-9299	Fax:	Cell:	E-mail: Pbarber@cowlitz.org

## Barrier Information (measurements in meters)

Is the Stream Fish-bearing? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown		Species: coho & steelhead	Date of Visit: 4/2/2024
Fish-bearing Criteria: <input type="checkbox"/> Fish Observation <input checked="" type="checkbox"/> Stream Type <input checked="" type="checkbox"/> SalmonScape <input checked="" type="checkbox"/> Physical Criteria <input type="checkbox"/> Other:			
Stream Flow: <input checked="" type="checkbox"/> Perennial <input type="checkbox"/> Intermittent <input type="checkbox"/> Unknown Source of Information: verified in field			
Will this Structure be Entered into the WDFW-FPDSI (formerly SSHEAR) Database? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, Site ID #:			
Crossing Type: <input type="checkbox"/> Bridge <input type="checkbox"/> Ford <input type="checkbox"/> Puncheon/Fill <input type="checkbox"/> Abandoned <input type="checkbox"/> Washout <input checked="" type="checkbox"/> Undefined			
Bankfull Width (outside influence of structure): ~40ft		Fishway Present? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (if yes, describe in Comments)	
Is this Structure a Fish Passage Barrier? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown <input type="checkbox"/> Fishway			
Road Width (with shoulders): NA		Percent Passability: <input type="checkbox"/> 0% <input checked="" type="checkbox"/> 33% <input type="checkbox"/> 67% <input type="checkbox"/> 100%	
Habitat Quality (describe in Comments): <input type="checkbox"/> Excellent <input checked="" type="checkbox"/> Good <input type="checkbox"/> Poor <input type="checkbox"/> Unknown			

Comments (describe crossing condition, fish observations, habitat quality etc): This barrier is a bedrock falls documented as a natural falls by WDFW (#945106), however historic data documents a large logjam nearby, slated for 'removal'. The Tribe believes stream removal efforts has created this barrier and is anthropogenic. More evaluation is needed.

# Expanded Barrier Evaluation Form

## Project Information

Project Name: *Elochoman Headwaters Design* Project #:  Date: *4/8/2024*

## Evaluator Information

Evaluator Name: **Peter Barber** Affiliation: **Cowlitz Indian Tribe**  
Mailing Address: City: State: Zip:  
Telephone: FAX: Cell: E-mail:

## Watershed Information

Amount of Habitat Upstream: 15,289(m) ☒ Map Measure ☐ Hip Chain Basin Area (square miles above culvert):

Stream Flow: ☒ Perennial ☐ Intermittent ☐ Unknown Source of Information:

Has a Barrier Inventory Been Conducted in the Watershed? ☐ Yes (road) ☒ Yes (stream survey) ☐ No ☐ Unknown

If Yes, List Source and Date Completed:

Distance Walked DS:1000 (m) Walked to: ☐ Known Anadromous ☐ Natural Barrier ☐ Human-made Barrier  
☒ Other: stream above barrier

List Downstream Culverts, Dams, Bridges, and Natural Barriers. Include Passable Features. Attach Additional Pages if Needed.

Distance DS: % Passable: 33 Site ID#: 91A0007 Location: Elochoman River

Distance DS: % Passable: 33 Site ID#: 91A0008 Location: Elochoman River

Distance DS: % Passable: Site ID#: Location:

Distance DS: % Passable: Site ID#: Location:

Distance walked US: (m) Walked to: ☐ Physical End of Fish Use ☐ Natural Barrier ☐ Human-made Barrier ☐  
Other:

List Upstream Culverts, Dams, Bridges and Natural Barriers. Include Passable Features. Attach Additional Pages if Needed.

Distance US: % Passable: Site ID#: Location:

Distance US: % Passable: Site ID#: Location:

Distance US: % Passable: Site ID#: Location:

Distance US: % Passable: Site ID#: Location:

## Fish Species/Habitat Quality

What Species are Currently Blocked, at Least Partially, by this Barrier? Include Juvenile Life Stages.

☐ Sockeye ☐ Chum ☐ Pink ☒ Coho ☐ Chinook ☒ Steelhead ☐ Searun Cutthroat ☐ Resident Cutthroat  
☐ Anadromous Bull ☐ Resident Bull ☐ Rainbow Trout ☐ Brook Trout ☐ Brown Trout ☐ Resident Trout

Information Source (including on-site observations):

Range of Gradient Downstream: Range of Gradient Upstream: Size of any US Lake/Wetlands: (sq. m)

Predominant Land Use: ☒ Forest ☐ Agriculture ☐ Rural residential ☐ Urban % Canopy Cover:

In-stream Cover: ☐ High ☒ Medium ☐ Low Channel Stability: ☐ High ☒ Medium ☐ Low

Rearing Quality: ☐ Excellent ☒ Good ☐ Poor Spawning Quality: ☐ Excellent ☒ Good ☐ Poor

Describe Habitat Upstream from Barrier: suitable spawning substrate available with adequate pool, riffle frequency

**Exhibit F**  
**Grant Agreements (Redacted)**

*Reserved for incorporation into the Contract Documents upon award and subsequent negotiations.*

**Exhibit G**  
**Tribe's Q&A Responses / Addenda**

*Reserved for incorporation into the Contract Documents upon award and subsequent negotiations.*

**Exhibit H**  
**Selected Consultant's Proposal and Bid Forms**

*Reserved for incorporation into the Contract Documents upon award and subsequent negotiations.*