

# Upper Columbia 2026 Habitat and Geomorphic Reach Assessment Services

## Request for Proposals

April 23, 2026



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

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Yakama Nation Fisheries (YNF) is seeking proposals from qualified environmental engineering and consulting firms to award a new on-call consultant services contract for habitat and geomorphic reach assessment services in support of salmon habitat restoration activities taking place in the Upper Columbia salmon recovery region (Kittitas, Chelan, and Okanogan Counties). Based upon the proposals received under this solicitation the Confederated Tribes and Bands of the Yakama Nation will award an Indefinite Demand / Indefinite Quantity contract to the best quality bidder for the Scope of Work described within this RFP. Services rendered under this contract will be performed from contract start date (to be determined) through December 31, 2026, with an option to renew for two additional years if funding is available.

### Background

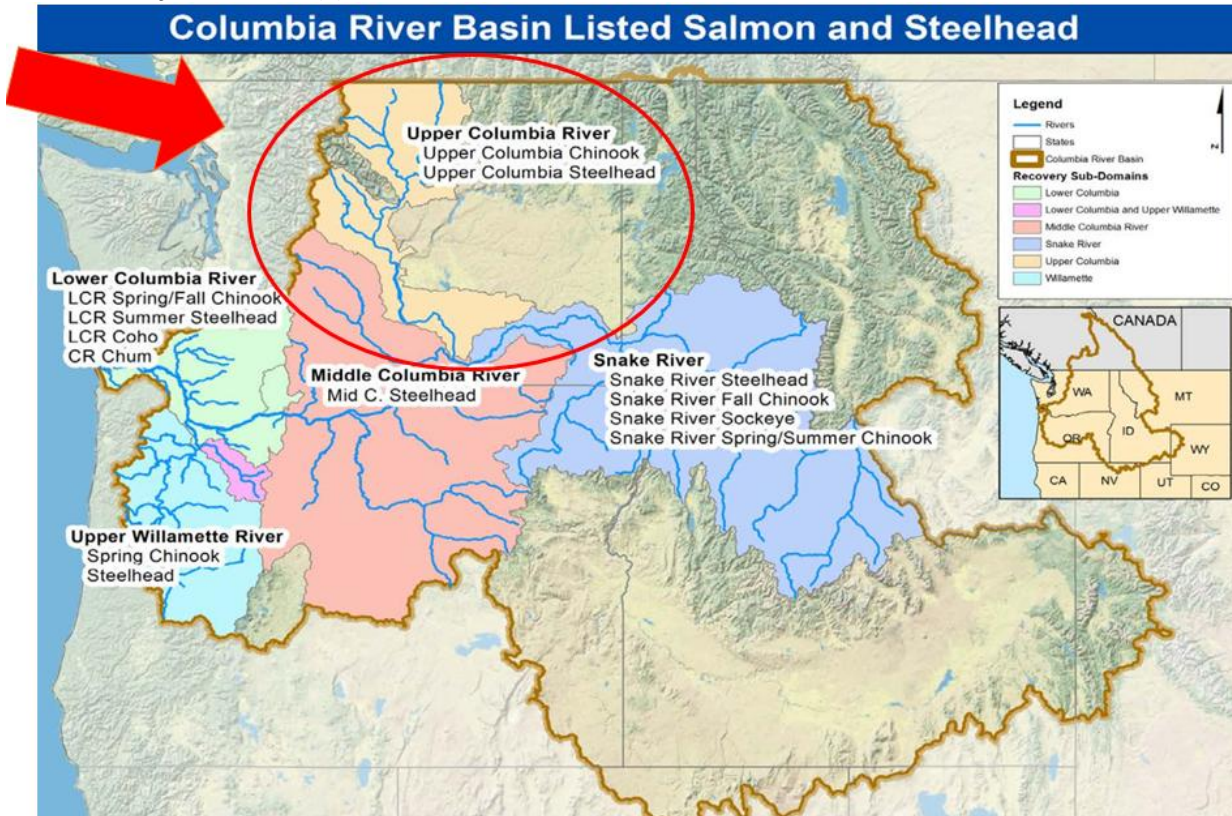
Guidance on the necessary components of a Reach Assessment are provided by the Upper Columbia Regional Technical Team (UCRTT, April 2022 - [Reach Assessment Guidance for the Upper Columbia](#)). Currently, Yakama Nation Fisheries is seeking to create new UCRTT supported Reach Assessments for multiple segments of salmon bearing streams and rivers in the Upper Columbia Basin to support the on-going implementation of the Upper Columbia Basin Spring Chinook Salmon and Steelhead Recovery Plan (UCSRB, 2007). In 2026, Yakama Nation Fisheries is seeking to make progress on collecting needed field data and make progress on producing new Reach Assessment reports that will be reviewed by the UCRTT.

Habitat and geomorphic reach assessments will collect a variety of field based information, including Forest Service Level II habitat data. Other physical, biological, and geomorphologic data will be collected to allow for an analysis of current ecological conditions using Reach Based Ecosystem Indicators (REIs). The data to be collected will depend on existing available data and past studies. Habitat data summaries and REI results, as well as additional field walkthroughs, will be used to identify and develop potential habitat restoration actions that best address key ecological concerns. Restoration strategies will be developed that evaluate the relative benefits of identified actions and that present prioritized lists of actions for implementation.

Examples of existing Upper Columbia Basin Reach Assessments can be reviewed using the following link:

<https://www.ucsrb.org/science-resources/reports-plans/assessments/>

## Project Location(s)



Consulting services for 2026 Reach Assessments will occur in selected river and stream segments within the Upper Columbia River Sub-Domain, as requested by Yakama Nation Fisheries. Areas of likely focus in 2026 include Goat Creek in the Methow Subbasin, as well as Whiskey Dick Creek, Skookumchuck Creek, Quilomene Creek, and Brushy Creek in Kittitas County. Field and site access conditions to many of these river and stream segments will be difficult and physically challenging. The Consultant is expected to be able to furnish all supervision, labor, equipment, and tools necessary to complete the proposed Scope of Work.

### Proposed Scope of Work

The following Scope of Work details typical work tasks that will be involved with each Reach Assessment area. The specific scope may vary for individual assessments depending on existing available information and site-specific conditions. Yakama Nation Fisheries staff will provide specific directions on which tasks will be conducted by the consultant(s) for each Reach Assessment area.

#### *Task 1 – Initiation meetings*

Consultant will attend reach assessment initiating meetings with Yakama Nation Fisheries Staff and stakeholders to discuss goals and objectives, approach, schedule, and to initiate data acquisition. It is assumed that Yakama Nation Fisheries Staff will be the liaison with stakeholders and coordinate meeting schedules and venues. Some meetings may need to occur in person, however most meetings will likely have a virtual attendance option.

#### *Task 2 – Acquisition of Available Assessment Data*

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

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

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

### *Task 3 – Field Surveys and Preliminary Hydraulic Modeling*

Stream habitat and geomorphology surveys will be conducted for each Reach Assessment Area. If required, landowner consent of access will be coordinated by Yakama Nation Fisheries staff.

Stream habitat surveys – Habitat surveys will characterize stream channel and riparian habitat conditions. The survey will help to identify areas that would benefit most from habitat enhancement and will serve as a baseline for future monitoring of project effectiveness. The habitat survey will be conducted using USFS Level II protocols. The methodology employs a habitat unit survey along with general characterization of substrate, large woody debris, and riparian conditions. Draft stream habitat survey summaries will be produced that document the findings of the stream habitat survey. Data will be presented in tables and figures and will include narrative interpretations of the results, especially as they apply to the identification of habitat enhancement activities.

Geomorphology assessment – A geomorphologist(s) will walk each reach in the study areas and characterize bio-physical conditions and channel processes. Relevant information presented in any exiting tributary assessments and/or pre-existing Reach Assessments will be reviewed prior to the geomorphology surveys in order to provide context for field investigations. In particular, an emphasis will be placed on identifying site- specific geomorphic conditions to inform the selection of habitat restoration actions.

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

associated with existing or planned land-uses will be documented in draft form.

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

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

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

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

Restoration Strategy - The restoration strategy is the link between the technical analysis and the identification/prioritization of specific project opportunities. For each subreach in each study area, and for a suite of multiple habitat and geomorphic metrics, the restoration strategy will identify the target conditions compared to existing condition. Restoration action types will then be presented based on expert knowledge and experience that will bring existing conditions up to target conditions. The information on existing conditions will come from the stream habitat, geomorphic, hydraulic, and REI assessments. Target conditions will be identified with reference to historical information, needs of the fish species, and properly functioning conditions identified by the REI analyses.

The restoration strategy will include the development of reach-scale strategy tables, project maps showing potential restoration actions, and project prioritization. Project prioritization will occur using a prioritization system that is based on the needs identified in the restoration strategy as well as other factors including socio-economic considerations. Prioritizations will utilize methods previously employed as part of more recent Yakama Nation Reach Assessments. Please refer to the Lower Mad River Reach Assessment found at <https://www.ucsr.org/reports-plans/assessments/> for the preferred prioritization layout and format.

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

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

Draft Habitat Assessment and Restoration Strategy documents will be compiled that describe the background, methods, and results of the assessment work for each Reach Assessment area. Draft reports will be reviewed by the Yakama Nation, UCRTT, and other stakeholders, as determined by YN

staff. The documents will be revised and finalized based on review of comments and coordination with YN staff. Provision of final bound hardcopy reports as requested by YN staff is included in this task.

*Task 6 - Project Management*

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

## **Bid Directions**

Each company seeking to be eligible for a contract award under this Request for Proposals must submit one hardcopy of their proposal in writing to:

**Yakama Nation Fisheries**  
**Attn: Annet Dillman**  
**RE: On-Call Reach Assessments RFP**  
**PO Box 151**  
**Toppenish, WA 98948**  
**(Shipping address: 401 Fort Road, Toppenish, WA, 98948)**

Proposals must be received in Toppenish by Close of Business, **Tuesday, May 19, 2026**. It is recommended that all shipping and/or delivery confirmation receipts are retained past the proposal due date to ensure proof of submission.

In addition to the required physical bid submittals, we are also requesting Consultants to provide digital copies of their completed bid documents through email submittal directly to the project manager at [hudj@yakamafish-nsn.gov](mailto:hudj@yakamafish-nsn.gov) and the lead bookkeeper at [dila@yakamafish-nsn.gov](mailto:dila@yakamafish-nsn.gov). We are encouraging digital copies to be emailed at the same time the physical bid package is mailed to the proper address in Toppenish. This will allow Yakama Nation Fisheries staff to know whether to expect that a hard copy bid has been submitted, and will allow Yakama Nation Fisheries staff an opportunity to more quickly score and rank bids for the contract award process.

Please note that timely hardcopy bid submittals are a requirement for a bid to be considered competitive. The additional digital email submittal is requested, but is not a performance requirement. Any digital submittal received that has no associative hardcopy submittal by **May 19, 2026** will be discarded as invalid.

Each proposal must include a roster of key personnel proposed to work under this contract, including resumes. The key personnel roster should include the proposed project manager, at least one licensed geologist with expertise in fluvial geomorphology, one licensed professional engineer, and other key technical staff needed to complete the work tasks. Provision of a separate roster for other non-key project personnel is also recommended.

Each proposal should include a Statement of Qualifications pertaining to the bidder's qualifications to produce the Scope of Work items listed in this Request for Proposals. Please provide details regarding the following baseline qualifications:

- Efficient field survey capabilities
- Understanding of USFS Level II Stream Survey Protocols
- Hydraulic modeling capabilities using 2-D models based on LiDAR derived terrain inputs.
- Have on the project team a fluvial geomorphologist and a professional engineer with direct experience in producing Reach Assessments and developing aquatic habitat restoration projects.
- Demonstrated experience producing Reach Assessments and Aquatic Habitat Assessments in USFS Region 6.

Each proposal must include a company rate schedule proposal that accurately describes the rates at which all personnel and direct costs will be billed for any services provided under an awarded contract. The rate schedule proposal must certify that the prices provided for competitive bidding will be honored for at least 180 days.

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

### **Bid Scoring Categories and Weighting**

The following categories will be used to evaluate the competitiveness of bids received.

- Demonstrated experience with this type of work – 15%
- Demonstrated quality of work – 15%
- Cost – 15%
- Schedule – 10%
- Company integrity/references – 10%
- Demonstrated experience with permitting agencies in the Upper Columbia Region – 10%
- Adequacy/quality of staff and equipment proposed – 15%
- Completeness of Proposal (Based on RFP Submission Requirements) – 10%

### **Limitations**

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

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

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

James Hudson  
UCHRP Habitat Coordinator  
Phone: 509-907-0538  
E-mail: [hudj@yakamafish-nsn.gov](mailto:hudj@yakamafish-nsn.gov)

# YN UCHRP Project Ranking Methods

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

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

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

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

## **Benefit Score**

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

### **Recovery Gap**

Existing Condition Rating (1-7)

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

Achievable Condition Rating (1-7)

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

Final Gap Score (0-6)

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

### **Fish Use**

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

### **Root Causes**

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

### **Ecological Concerns Score**

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

### **Climate Change Score**

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

### **Cost Score**

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

#### **3 – High relative cost**

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

#### **2 – Moderate relative cost**

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

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

#### 1 – Low relative cost

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

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

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

### ***Feasibility Designation***

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

#### High feasibility

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

#### Moderate feasibility

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

#### Unlikely feasibility

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

### Example Project Ranking Spreadsheet

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

## CONSULTANT SERVICES AGREEMENT

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

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

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

The parties therefore agree as follows:

### ARTICLE 1. STATEMENT OF SERVICES

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

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

*Option A:* On \_\_December 31, 2026\_\_\_\_\_

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

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

1.04 **Key Personnel.** If any of Consultant's employees or agents are specifically identified in Exhibit A (Scope of Work) as the employee(s) or agent(s) expected to perform the Work, they will be considered Consultant's "**Key Personnel**" for purposes of this agreement. Consultant shall ensure that Key Personnel continue to be assigned to the Work until its completion, unless Consultant obtains the Yakama Nation Project Manager's written consent to a staff substitution.

## ARTICLE 2. COMPENSATION

2.01 **Maximum Compensation.** The maximum total compensation approved by the Yakama Nation and payable to Consultant for Work under this agreement is \$\_\_\_\_\_.00. The Yakama Nation shall not pay Consultant more than this maximum amount for the Work. Consultant acknowledges that this maximum amount (a) is sufficient to perform the Work consistent with the terms and conditions of this agreement and (b) includes all eligible expenses associated with Consultant's performance of the Work.

2.02 **Payment.** The Yakama Nation shall pay Consultant according to the invoicing and payment terms described in Exhibit B (Budget) and Exhibit C (Payment Terms) to this agreement.

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

### 2.04 **Federal, State, or Privately Granted Funds.**

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

(b) **Availability of Funds.** Consultant acknowledges that where the Work is funded by federal, state, or other external sources, Yakama Nation's payment obligations to Consultant for Work under this Agreement are entirely dependent and conditioned upon Yakama Nation receiving the funds from such agency or agencies.

### ARTICLE 3. PROJECT MANAGEMENT

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

(a) The Yakama Nation's Project Manager is James Hudson. He may be reached at (509) 907-0538 or [hudj@yakamafish-nsn.gov](mailto:hudj@yakamafish-nsn.gov).

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

### ARTICLE 4. LEGAL NOTICE

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

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

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

### ARTICLE 5. RECORDS, ACCOUNTING & AUDITS

5.01 **Recordkeeping.** Consultant shall maintain auditable records during the term of this Agreement and for a period of at least three (3) years following the termination of this Agreement. Consultant shall comply with the Audit Act of 1984, P.L. 98-502 (31 U.S.C. § 7501 et. seq.), as amended, and the Office of Management and Budget's Uniform Guidance requirements set forth at, 2 C.F.R. Part 200, Subpart F, as amended, in maintaining its records.

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

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

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

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

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

#### ARTICLE 6. WORK PRODUCT

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

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

#### ARTICLE 7. RISK MANAGEMENT

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

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

(a) Either Commercial General Liability Insurance OR Professional Liability Insurance, including errors and omissions insurance, in the amount of at least one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate.

(b) If the performance of the Work requires Consultant to use one or more automobiles, Commercial Automobile Insurance coverage for all vehicles used in performance of the Work in an amount equal to the greater of either (i) one million dollars (\$1,000,000), or (ii) any other amount specified by applicable law.

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

7.03 **Additional Insured.** Consultant shall name the Yakama Nation as an additional insured on its applicable insurance policies, provide the Yakama Nation with certificates of insurance, and at the Yakama Nation's request, provide Yakama Nation with copies of the relevant policies. The additional insured coverage provided by Consultant to Yakama Nation shall be on a primary and noncontributory basis.

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

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

7.06 **Injunctive Relief.** Consultant acknowledges that its breach or threatened breach of Article 5 (Records, Accounting, Audits) or Article 6 (Work Product) of this agreement would cause irreparable injury to the Yakama Nation, which could not be completely compensated by money damages, and that injunctive relief to enforce Articles 5 or 6 of this agreement would be proper.

## ARTICLE 8. DISPUTE RESOLUTION

8.01 **Negotiation.** If the parties disagree about the performance, interpretation, or enforcement of this agreement, they shall first attempt to resolve their disagreement informally through (a) dialogue between their project managers, and then (b) face-to-face negotiations between their

leaders, which must be held in Toppenish, WA. If the parties cannot resolve their disagreement after taking these steps, it will be deemed a 'dispute'.

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

## ARTICLE 9. TERMINATION

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

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

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

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

## ARTICLE 10. GENERAL TERMS

10.01 **Independent Contractor.** Consultant acknowledges that it is an independent contractor and not an agent or employee of the Yakama Nation for purposes of this agreement. The parties state that they are not engaged in a joint venture or partnership. Neither party may speak for or bind the other.

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

10.03 **Subcontractors.** Consultant shall not hire a subcontractor to perform any portion of the Work for this Agreement, except as expressly authorized in writing by the Yakama Nation. Where the Yakama Nation has authorized Consultant's hiring of a subcontractor, Consultant shall require the

subcontractor to comply with all relevant terms and conditions of this agreement in performing their portion of the Work. Any unauthorized attempt by Consultant to subcontract the Work will be null and void, and Consultant shall be responsible for all expenses, fees, and costs associated with the unauthorized subcontract(s).

**10.04 Fair Employment Practices.** Consultant shall not discriminate against any employee or applicant for employment because of handicap, race, age, religion, sex, gender, or sexual orientation. Consultant shall take affirmative steps to ensure that applicants and employees are treated fairly during hiring and employment. This provision is not intended to prevent Consultant from implementing a lawful Indian preference employment policy.

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

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

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

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

**10.09 Exhibits Incorporated by Reference.** This agreement includes any terms or documents incorporated by reference, as well as those exhibits listed below. If the terms of an exhibit or

incorporated document conflict with the terms of the body of this agreement, the terms in the body of this agreement must prevail.

- (i) Exhibit A – Scope of Work
- (ii) Exhibit B – Budget
- (iii) Exhibit C – Payment Terms

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

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

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

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

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

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

10.14 **Severability.** If any term of this agreement is found to be illegal, otherwise invalid, or incapable of being enforced, such term shall be excluded to the extent of such invalidity or unenforceability. All other terms 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 that comes closest to expressing the parties' original intention.

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

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

(a) Consultant's Work under this agreement is being funded under Intergovernmental Master Agreement 56662 ("IG-MA 56662"), as amended, between the Bonneville Power Administration (hereafter "BPA") and the Yakama Nation, and its applicable funding release ("Release"). Consultant acknowledges that Yakama Nation's obligation to compensate Consultant for Work performed under this agreement is entirely dependent and conditioned upon such funds being made available to the Yakama Nation by BPA for this Work. Failure of BPA to provide such funding within the contract term shall void this Agreement and Consultant shall have no cause of action against the Yakama Nation.

(b) Consultant shall comply with any and all requirements applicable to subcontractors set forth in the IG-MA 56662 and any associated BPA funding Release(s). The IG-MA 56662 can be accessed using a web browser at the following address: <http://yakamafish-nsn.gov/restore/projects/bpa-master-agreement-terms-and-conditions>. When prompted, enter "YN Fish1855" as the webpage password to access the IG-MA 56662 and its modifying amendments. Consultant hereby states and certifies that it has read the Master Agreement and agrees to be bound by the applicable terms. Consultant further states that it has the capacity to comply with the Master Agreement's applicable terms. If Consultant is authorized under this Agreement to hire any subcontractors, Consultant shall ensure that their subcontracts include a requirement for compliance with these terms.

**[Signature pages follow.]**

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

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

\_\_\_\_\_

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Title: \_\_\_\_\_

**CONSULTANT:**

EIN #:

\_\_\_\_\_

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Title: \_\_\_\_\_

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## EXHIBIT A – SCOPE OF WORK

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### Overview and Background:

The Yakama Nation Fisheries Upper Columbia Habitat Restoration Project (YN UCHRP) requires the on-call services of an environmental consulting firm to provide habitat and geomorphic reach assessment services in support of salmon habitat restoration activities taking place in the Upper Columbia salmon recovery region. The YN UCHRP anticipates that multiple Reach Assessment surveys and products will be produced under this contract for priority salmon bearing rivers and streams in Kittitas and Okanogan Counties. Areas that will likely have some level of Reach Assessment work conducted include Goat Creek in Okanogan County and Whiskey Dick Creek, Skookumchuck Creek, Quilomene Creek, and Brushy Creek in Kittitas County.

Guidance on the necessary components of a Reach Assessment are provided by the Upper Columbia Regional Technical Team (UCRTT, April 2022 - [Reach Assessment Guidance for the Upper Columbia](#)). The YN UCHRP will request habitat and geomorphic reach assessment services on an as-needed basis during the contract period.

### Scope of Work

At the direction of Yakama Nation Fisheries staff the Consultant shall perform any of the following work tasks as requested:

#### *Task 1 – Initiation meetings*

Consultant will attend Reach Assessment initiation meetings with Yakama Nation Fisheries Staff and stakeholders to discuss goals and objectives, approach, schedule, and to initiate data acquisition. It is assumed that Yakama Nation Fisheries Staff will be the liaison with stakeholders and coordinate meeting schedules and venues. Some meetings may need to occur in person, however most meetings will likely have a virtual attendance option.

#### *Task 2 – Acquisition of Available Assessment Data*

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

- GIS and other data sources including aerial photography, historical mapping, geology, soils, roads, forest cover, land-use, landownership, hydromodifications, water withdrawals, and

others.

- Topographic mapping and data, including LiDAR (if available) and a longitudinal channel profile
- Significant human features
- Reach-level Ecosystem Indicators (REI)
- Reach-scale restoration objectives
- Existing and potential fish use and distribution
- Stream habitat survey data

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

### *Task 3 – Field Surveys and Preliminary Hydraulic Modeling*

Stream habitat and geomorphology surveys will be conducted for each Reach Assessment Area. If required, landowner consent of access will be coordinated by Yakama Nation Fisheries staff.

Stream habitat surveys – Habitat surveys will characterize stream channel and riparian habitat conditions. The survey will help to identify areas that would benefit most from habitat enhancement and will serve as a baseline for future monitoring of project effectiveness. The habitat survey will be conducted using USFS Level II protocols. The methodology employs a habitat unit survey along with general characterization of substrate, large woody debris, and riparian conditions. Draft stream habitat survey summaries will be produced that document the findings of the stream habitat survey. Data will be presented in tables and figures and will include narrative interpretations of the results, especially as they apply to the identification of habitat enhancement activities.

Geomorphology assessment – A geomorphologist(s) will walk each reach in the study areas and characterize bio-physical conditions and channel processes. Relevant information presented in any existing tributary assessments and/or pre-existing Reach Assessments will be reviewed prior to the geomorphology surveys in order to provide context for field investigations. In particular, an emphasis will be placed on identifying site-specific geomorphic conditions to inform the selection of habitat restoration actions.

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

associated with existing or planned land-uses will be documented in draft form.

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

*Task 4 – REI Analysis and Restoration Strategy*

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

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

Restoration Strategy - The restoration strategy is the link between the technical analysis and the identification/prioritization of specific project opportunities. For each subreach in each study area, and for a suite of multiple habitat and geomorphic metrics, the restoration strategy will identify the target conditions compared to existing condition. Restoration action types will then be presented based on expert knowledge and experience that will bring existing conditions up to target conditions. The information on existing conditions will come from the stream habitat, geomorphic, hydraulic, and REI assessments. Target conditions will be identified with reference to historical information, needs of the fish species, and properly functioning conditions identified by the REI analyses.

The restoration strategy will include the development of reach-scale strategy tables, project maps showing potential restoration actions, and project prioritization. Project prioritization will occur using a prioritization system that is based on the needs identified in the restoration strategy as well as other factors including socio-economic considerations. Prioritizations will utilize methods previously employed as part of more recent Yakama Nation Reach Assessments. Please refer to the White River Reach Assessment found at <https://www.ucsr.org/reports-plans/assessments/> for the preferred prioritization layout and format.

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

*Task 5 – Compile Draft and Final Reports*

Draft Habitat Assessment and Restoration Strategy documents will be compiled that describe the background, methods, and results of the assessment work for each Reach Assessment area. Draft reports will be reviewed by the Yakama Nation, UCRTT, and other stakeholders, as determined by YN staff. The documents will be revised and finalized based on review of comments and coordination with YN staff. Provision of final bound hardcopy reports as requested by YN staff is included in this task.

*Task 6 - Project Management*

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

**Consistent Satisfactory Progress**

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

**Key Personnel**

## EXHIBIT B – BUDGET

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**1. Project Budget:**

**2. Applicable Rate Schedule.** Consultant shall invoice, and the Yakama Nation shall pay, according to the following rate schedule:

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## EXHIBIT C – PAYMENT TERMS

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

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

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

*C. Alternative Schedule:* The Consultant shall invoice as follows: \_\_\_\_\_.

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

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

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

## EXHIBIT D

### Sample WDFW Right of Entry Permit

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After Signatures, Return Original To:  
Washington Department of Fish & Wildlife  
Real Estate Services  
600 Capitol Way North  
Olympia, Washington 98501-1091  
Email to: Jerrod.Ploof@dfw.wa.gov

Agency Control No. for Property: 110020, 110809, 110024, 110019, 110600, 110616, 110537, 110274, 110267, 110610,  
110274, 110013, 110609, 110271

WDFW Property Name: Whiskey Dick, Quilomene  
Landowner: Washington Dept. of Fish & Wildlife  
Permittee: Yakama Nation

### ***RIGHT OF ENTRY ONTO WDFW LAND***

ON THE DATE SIGNED BY THE WDFW REPRESENTATIVE BELOW, this Right of Entry ("permit") is granted to \_\_\_\_\_, whose business address is \_\_\_\_\_, Contact: \_\_\_\_\_ ("Permittee") by **THE STATE OF WASHINGTON, THE DEPARTMENT OF FISH AND WILDLIFE** ("WDFW"). Pursuant to the authority set forth in RCW 77.12.210 and subject to the terms and conditions set forth below, WDFW hereby grants to Permittee the right to enter along existing roads those certain lands of WDFW located in Kittitas County, Washington, as more particularly described below ("the premises") for the sole purpose of work contracted by the Yakama Nation, which work is more specifically described as: Reach Assessment

THIS PERMIT IS SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

1. **Term:** This permit is not valid unless it is signed by the authorized representative of WDFW and is for a term of less than one year. This permit terminates on April 13, 2027.

2. **Legal Description of the Premises:**

**Whiskey Dick** - Township 18 North, Range 22 East, W.M., Sections 25, 26, 23, 27 & 33.

**Skookumchuck** - Township 18 North, Range 22 East, W.M., Sections 24, 14, 15 & 16.

**Quilomene** - Township 19 North, Range 22 East, W.M., Sections 26, 27, 28, 29 & 32.

**Brushy Creek** Township 19 North, Range 22 East, W.M., Section 26, 23, 22, 21, 20 & 19, in Kittitas County,

Washington, as depicted on the maps in Exhibit "A".

3. **Fee:** No fee required.
4. **Insurance:** Permittee agrees to buy and maintain liability insurance for the term of this instrument that is acceptable to WDFW and is sufficient to insure Permittee and WDFW against liability for bodily injury and property damage arising from all use of the premises under this permit, including, but not limited to, use of vehicles and equipment. Minimum amounts of insurance shall be one million dollars (\$1,000,000) each occurrence, two million dollars (\$2,000,00) aggregate. **All policies shall name Permittee as the insured and "THE WASHINGTON DEPARTMENT OF FISH AND WILDLIFE" as an additional insured, and shall carry a ten-day notification-of-cancellation clause.**
5. **Performance Bond:** Permittee has been required by the Yakama Nation and the project funders to buy and maintain a performance bond to guarantee completion of the work described above. Prior to WDFW's signature on this permit, Permittee shall deliver to WDFW a copy of the performance bond(s) for review.
6. **Limited Rights:** This permit is limited to the purpose set forth above. This permit does not convey an exclusive right and does not prevent WDFW or the public from using the premises. WDFW retains jurisdiction over the premises in all respects. This permit does not convey the right to build roads, cut vegetation, or store any materials, vehicles, or equipment on the premises or WDFW's surrounding property.
7. **Vehicle Parking:** While working within the scope of this permit, Permittee may park 4 vehicles on the premises, provided they do not interfere the use of the premises by WDFW or the public. The vehicles are not required to display a Discover Pass. RCW 79A.80.080 (2)(b).
8. **WDFW Operations:** Permittee shall ensure that its operations do not interfere with the operations of WDFW. Permittee shall immediately comply with verbal or written directives of the WDFW site manager concerning use of the premises. Fires, explosives, hazardous substances, and fireworks are not allowed on the premises.
9. **Compliance with All Laws:** With respect to all of its activities on the premises, Permittee shall, at its sole cost, meet all of the applicable governmental laws, rules, regulations, and permitting requirements, including, but not limited to, those for hydraulic projects, hazardous substances, and cultural resources protection. A WDFW cultural resources field work permit is required.
10. **Liability:** WDFW grants this permit without warranty, either express or implied, regarding the suitability or condition of the premises. Permittee shall not hold WDFW liable for any shortage or defect in any part of the premises or on account of theft of, or damage to, the vehicles, equipment, or other property of Permittee, its agents, contractors, or employees. Permittee agrees to indemnify, defend, and hold harmless WDFW from and against all claims of property damage and personal injury by whomsoever made that arise out of, or are in any manner connected to, Permittee's use of the premises.
11. **Damages/Fines:** Permittee agrees that it will reimburse WDFW, immediately upon demand, for the cost of repair of any property damage, facility damage, and fish loss at the premises that WDFW determines arose from the use of the premises under this permit. Permittee further agrees to reimburse WDFW, immediately upon demand, for civil and criminal fines, penalties and fees issued to WDFW that WDFW determines arose from the use of the premises under this permit.
12. **No Assignment:** Neither this permit, nor the rights and obligations set forth herein, may be assigned or sublet by Permittee in whole or in part.

13. **No Liens.** Permittee may not suffer or permit any lien for work, labor, services, materials, or any other reason to be filed as an interest against the premises.
14. **Cancellation/Suspension:** WDFW may cancel this permit in an emergency, or for Permittee's failure to comply with any of the terms and conditions of this instrument, or when required to do so by another governmental authority. WDFW also reserves the right to temporarily suspend this permit. WDFW shall not refund the fee or make any payment to Permittee for its losses in the event of cancellation or suspension.
15. **Venue:** This permit shall be construed, interpreted, and enforced pursuant to the laws of the State of Washington. Jurisdiction and venue concerning this instrument are proper only in the State of Washington, Thurston County Superior Court.
16. **Entire agreement:** This instrument contains the entire agreement between the parties.

IN WITNESS WHEREOF, the parties hereto have mutually agreed upon the terms and conditions of this instrument and have caused it to be executed as below subscribed:

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

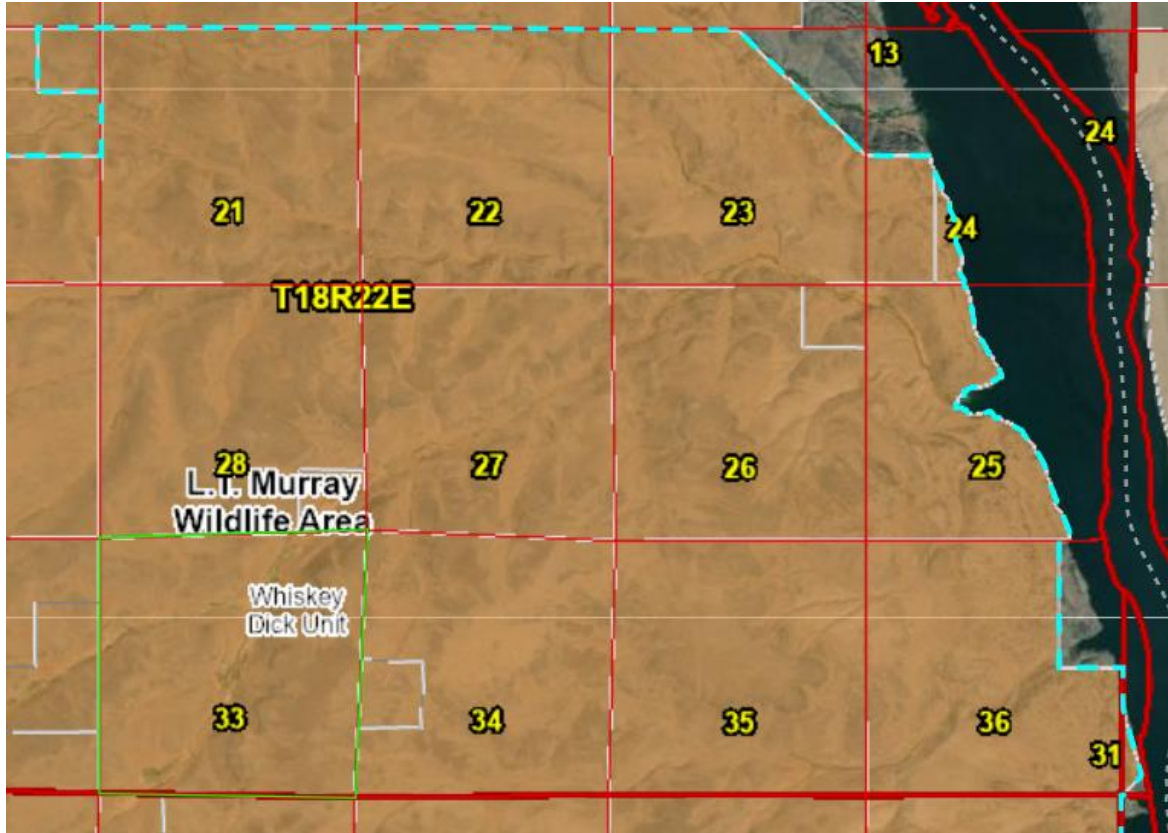
WASHINGTON DEPARTMENT OF FISH AND WILDLIFE

\_\_\_\_\_  
Date \_\_\_\_\_ Randy Carbary, Region 3 Lands Agent

## Exhibit "A"

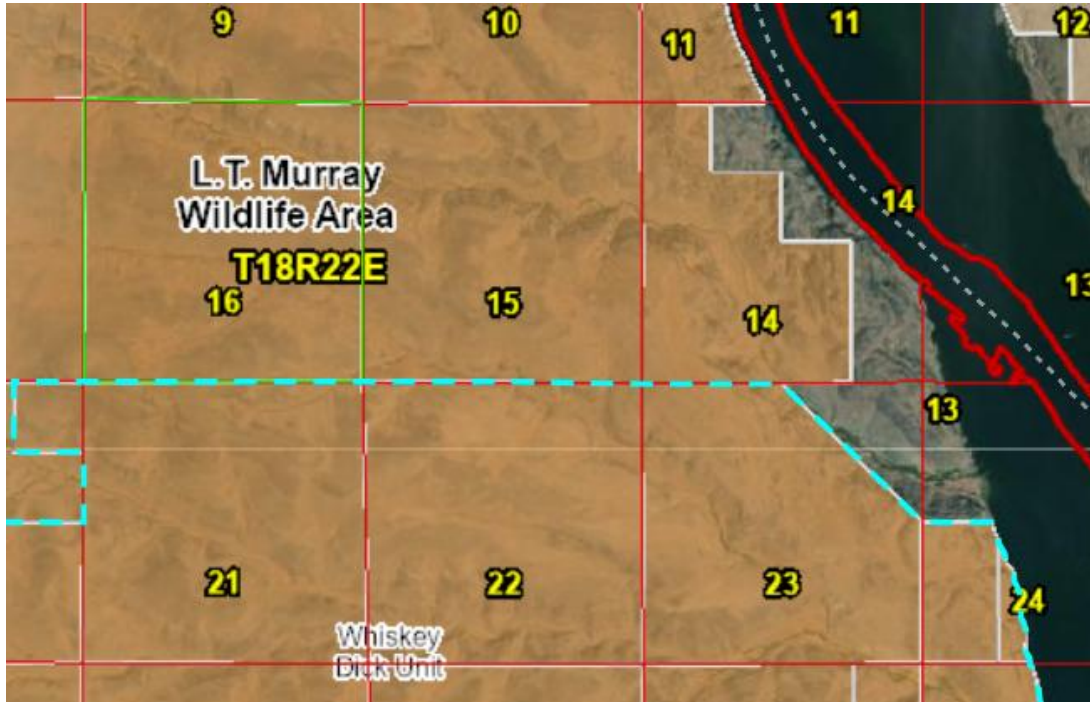
Whiskey Dick - AC# 110020, 110809, 110024, 110019

Township 18 North, Range 22 East, W.M., Sections 25, 26, 27 & 33.



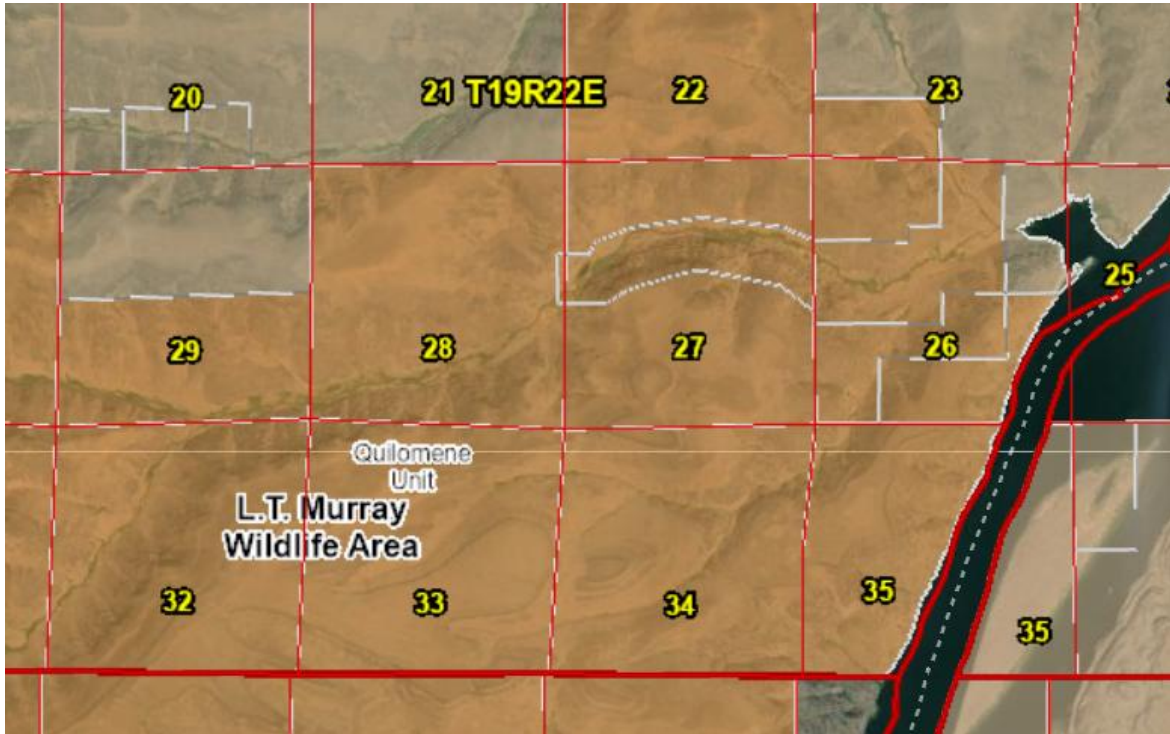
Skookumchuck – AC# 110600, 110020, 110616, 110537

Township 18 North, Range 22 East, W.M., Sections 24, 14, 15 & 16.



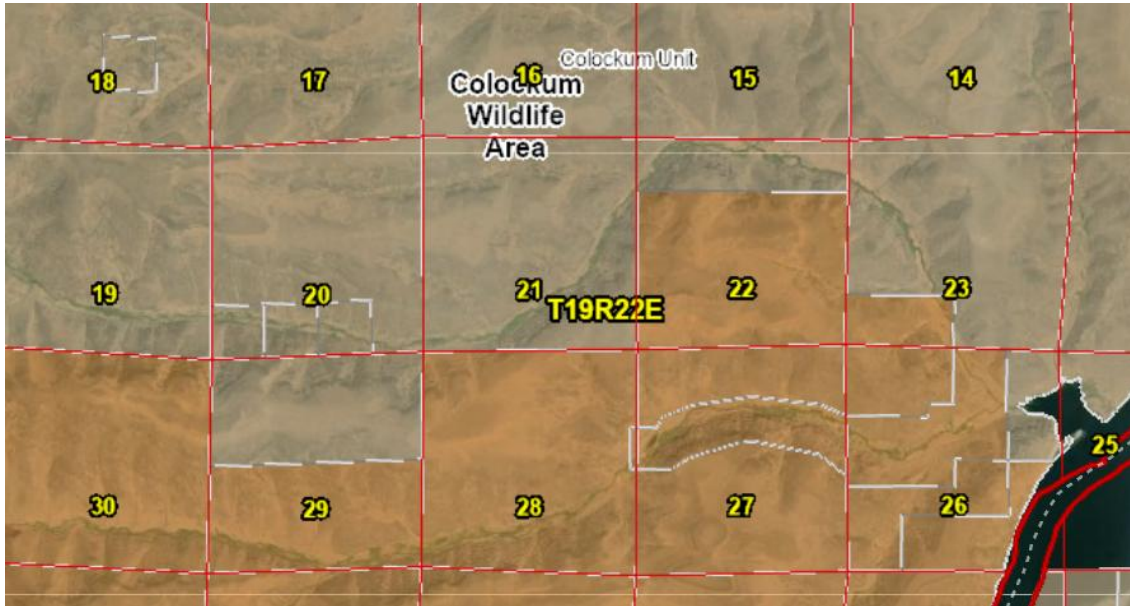
**Quilomene – AC# 110274, 110267, 110610**

**Township 19 North, Range 22 East, W.M., Sections 26, 27, 28, 29 & 32.**



**Brushy Creek - AC# 110274, 110267, 110013, 110609, 110013, 110271**

**Township 19 North, Range 22 East, W.M., Section 26, 23, 22, 21, 20 & 19**



- Exhibit A: Legal Description of the Premises
- Exhibit B: Project Design
- Exhibit C: Performance Measures for Completion
- Exhibit D: Adaptive Management Plan

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

TEMPLATE BILLING FORM FOR CONSULTANT/CONTRACTOR

DATE: \_\_\_\_\_  
 CONSULTANT: \_\_\_\_\_ EIN: \_\_\_\_\_  
 ADDRESS: \_\_\_\_\_ CONTRACT: \_\_\_\_\_  
 PROJECT #: \_\_\_\_\_  
 PO #: \_\_\_\_\_ (we provide you a PO #)  
 VENDOR #: \_\_\_\_\_ our finance system ID#

FOR BILLING PERIOD: \_\_\_\_\_ to \_\_\_\_\_

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

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





