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**FY2008
Annual Report**

July 01, 2008 – March 31, 2009

**South Fork Salmon River Watershed
Restoration**

BPA Project #: 2007-127-00

Contract #: 38292

BY

**Nez Perce Tribe Department of Fisheries Resource Management -
Watershed Division**

Mark D. Reaney, Jr., P.E., Contract Manager

P.O. Box 365

Lapwai, ID 83540

(208) 843-7144 ext. 3546

Submitted to:

Bonneville Power Administration

Jan E. Brady, Fish and Wildlife Project Manager

905 NE 11th Ave.

Mailstop KEWU-4

P.O. Box 3621

Portland, OR 97213-3621

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Background:

The watershed restoration work elements within the project area, the South Fork Salmon River Watershed, follow the watershed restoration approach adopted by the Nez Perce Tribe Department of Fisheries Resource Management (DFRM) - Watershed Division. The vision of the Nez Perce Tribe DFRM-Watershed Division focuses on protecting, restoring, and enhancing watersheds and treaty resources within the ceded territory of the Nez Perce Tribe under the Treaty of 1855 with the United States Federal Government. The program uses a holistic approach, which encompasses entire watersheds, ridge top to ridge top, emphasizing all cultural aspects and strategies that rely on natural fish production and healthy river ecosystems. The Nez Perce Tribe DFRM-Watershed Division strives towards maximizing historic ecosystem productivity and health for the restoration of anadromous and resident fish populations and the habitat on which all depend on for future generations

Originally, this project was funded to create a step/pool stream channel that was appropriate to restore fish passage where the "Glory Hole Cascade" is currently located at the Stibnite Mine. Due to unforeseen circumstances at the time, the project is unable to move forward as planned and a request for a change in scope of the project and an expansion of the geographic area in which to complete project work was submitted. No additional funds were being requested.

During the 07-09 NPPC Fish and Wildlife Provincial Review, the NPT DFRM Watershed Division submitted a project in the East Fork of the South Fork Salmon River to address fish passage at the Glory Hole Cascade at the Stibnite Mine. This project originally intended to reestablish fish passage through a 30-foot tall cascade and rehabilitate one mile of fish habitat through a degraded reach of the upper main stem East Fork of the South Fork Salmon River (EFSFSR). Since the time of the initial project development, the land-owner of the Glory Hole river reach entered into a lease-to-purchase option with a gold mining company; consequently, the reach is now inaccessible for habitat-enhancement activities. Therefore, early in 2008, we proposed a change in the area and scope of this project in relation to other high-priority needs of the South Fork Salmon River identified in collaboration with the Payette National Forest. The proposed changes address fish passage (i.e., culverts), road decommissioning, and riparian habitat enhancements in the South Fork below the original project site. In May 2008, the Council and BPA approved the scope change, without ISRP review, but with the understanding that the approval was for only Fiscal Year 2008 and 2009 and that out-years are dependent on outcomes of future project reviews and the BiOp Remand.

In September 2008, an additional scope modification was submitted to pursue a conservation easement on the Wapiti Meadows Ranch on Johnson Creek and a third aquatic organism passage project on Parks Creek. In November, the Council thought the project had changed enough in scope to warrant an ISRP review that was completed January 15, 2009. The ISRP review requested additional information.

The proposal submitted to the BOG for review by the ISRP included potential projects that could move forward. Since the submittal of that proposal, the NPT DFRM Watershed Division, has coordinated heavily with the Payette National Forest and Valley County to narrow and refine projects to be completed in 2009 and are reflected in the statement of work (SOW) now being finalized by both BPA and the NPT. It is our understanding that the review needs to be on the projects for 2009 only, because the next Implementation Plan for the FCRPS BiOp NPPC Fish and Wildlife Program Provincial Review is for the 2010-2012 time period, and review of those proposed projects will occur at that time. For that reason, instead of just responding to the ISRP comments, we revised the proposal to reflect our 2009 SOW items and provided information to address ISRP comments on those items where appropriate.

PROJECT GOAL: The ultimate goal of this project is to work with the holistic, ridge top to ridge top approach to protect and restore the ecological and biological functions of the South Fork Salmon

River Watershed to assist in the recovery of threatened and endangered anadromous and resident fish species.

FY 2008 Work Elements included two aquatic organism passage (AOP) projects to restore habitat connectivity to two fish-bearing tributaries to the East Fork South Fork Salmon River, Salt and Profile Creeks. The Work Elements also included road survey and assessment activities that move toward road decommissioning to reduce sediment delivery to spawning gravels and rearing habitats by reducing sedimentation from road related, man-made sources.

For FY08, the project included the design and implementation of two fish barrier replacement structures mentioned above, the Salt and Profile Creek Bridges. These work elements were to be implemented on Valley County easements within the Payette National Forest. The existing culverts are full or partial barriers to most aquatic life species and all juvenile anadromous and resident fish species. Implementation will reconnect 9.34 miles of habitat, and provide natural stream channels to facilitate complete passage for all aquatic life forms. All designs were completed and a construction subcontract was awarded to construct free span, pre-cast concrete bridges.

For 2008, the project SOW also included all the necessary work elements to manage, coordinate, plan, and develop continuing strategies for restoration and protection activities.

LOCATION OF PROJECT: The South Fork Salmon River watershed encompasses approximately 840,000 acres of primarily National Forest System lands with a few private in-holdings making up less than 1% of the land base (Table 1). The SFSR originates in the mountains of central Idaho (approximately 20 miles east of Cascade, ID) and flows into the mainstem Salmon River near Mackay Bar. The major tributaries within the watershed include: EFSFSR, Secesh River, Johnson Creek, and the upper SFSR as well as numerous smaller sub-watersheds. The landscape involves various uses including livestock grazing, mining, recreation, road use, and timber harvest as well as designated wilderness areas. Additionally, the SFSR and Secesh River have been found suitable for National Wild and Scenic River designation.

Table 1: Land Ownership in the SFSR watershed

Landowner	Acreage	Percentage
USFS	822,669.8	98%
State	8736.4	1%
Private	6,116.1	0.7%
Lake and Streams	976.5	0.1%
Total	840,053.6

Fig.1: South Fork Salmon River Watershed

BACKGROUND (Biological): The SFSR has been identified as a bull trout stronghold within the Salmon River Basin (USFWS 2002). The SFSR subbasin is also home to numerous other resident and anadromous fishes. The SFSR contains 3 ESA-listed fish species. The National Marine Fisheries Service (NMFS) listed Snake River steelhead (*Oncorhynchus mykiss* - February 5, 1999, 56 FR 5740), Snake River spring/summer Chinook salmon (*Oncorhynchus tshawytscha* - April 28, 1992, 57 FR 14653 14664), and bull trout (*Salvelinus confluentus* - June 10, 1998, 63 FR 31647 31674) as "Threatened" under the Endangered Species Act of 1972. The SFSR historically supported the largest summer Chinook salmon run in Idaho and is included in one of only four drainages in the Columbia Basin that supports viable populations of wild, B-run, native steelhead (IDFG 2001). The SFSR currently remains one of the single most important summer Chinook spawning streams in the Columbia River basin.

High stream temperatures, poor water quality (heavy metals from mining activities), sediment deposition in spawning, and rearing areas and lack of suitable pools are all factors limiting salmonid production as identified by the Salmon River Subbasin Management Plan. The indigenous fish species most actively targeted for management in the watershed are steelhead, spring Chinook salmon and Bull trout. The goals for these species are to restore sustainable, naturally producing populations to support tribal and non-tribal harvest and cultural and economic practices while protecting the biological integrity and genetic diversity of these species.

This ongoing project proposes to complement an on-going watershed restoration and protection effort to address aquatic organism passage and sedimentation deposition into fish habitat from road related sources. All aspects of the project are performed collaboratively and cost shared, where applicable, with the Payette National Forest (PNF), Valley and Idaho Counties, and the Boise National Forest. Local experts in fisheries management have stated prolonged introductions of sediment as a one of the highest limiting factor for chinook, steelhead and bull trout populations.

SUMMARY OF PROBLEMS: Fisheries populations within the project area watershed are affected by factors outside and inside the project area. Outside the project area the hydrosystem has caused severe underseeding of the existing habitat and impacts of ocean conditions remain unclear. Within the project area practices such as timber harvest, mining, and fire suppression are the land management activities that have most degraded anadromous and resident fisheries habitat. Legacies from past land management practices may preclude full recovery in most streams if a passive approach to recovery is used. These legacies include migration barriers from impassable culverts, system roads, active and non-active mining, noxious weeds, and abandoned logging road systems. In this FY08 project we are addressing fish passage and forest system, non-system, and abandoned logging and mining roads.

There are 4.0 to 6.0 miles of road per square mile in some of the forested subwatersheds (Cow, Calf, Maverick, and Zena Creeks). These high road densities are a contributing factor to sediment production. Roads located in the floodplain have contributed to a loss of riparian vegetation. Sediment delivered to streams from roads can generally be traced to surface erosion and mass failures. Overgrown road surfaces are well protected from surface erosion, but vegetation alone does not ensure a road's stability. Many older roads, including those that are overgrown, contain mass failure risk factors such as log drainage structures, logs or slash in fills, saturated fills, live stream culverts of inadequate size, streams diverted from their normal channels, or fills built on slopes too steep to remain stable (Stoval et al. 2001).

Reduction of sediment sources and deposition, as well as removing fish barriers are important methods used to improve stream habitat conditions and help in the recovery of fishery populations within the South Fork Salmon River watershed.

SUMMARY OF THE GRANTEE'S PROPOSED APPROACH TO ADDRESS PROBLEMS: The objectives of this project are to increase fish passage by removing barriers and reduce sedimentation into fisheries habitat due to forest road sources through planned road obliteration activities in FY09.

In FY08, 98 miles of forest roads were surveyed and assessed within the project watershed. 29 miles of roads have been recommended for decommissioning in the Cow, Calf, Maverick sub-watersheds in FY09.

In FY08, the Salt and Profile Creek Bridges were designed to replace the existing fish barrier culverts. Plans, specifications, and a bid award package were also completed. The two construction projects were combined into one subcontract, the South Fork Salmon River (Salt & Profile Creek) Bridges, and the subcontract was awarded to Pacific Bridge and Construction, Inc. for implementation in FY09.

INTRODUCTION:

This is a FY08 final report that covers activities under BPA project #2007-127-00, *South Fork Salmon River Watershed Restoration*. This is a watershed restoration project within the treaty territory of the Nez Perce Tribe. The project area includes the entire South Fork Salmon River Subbasin. This report is broken down into three sections: Section 1 explains any significant results and/or activities conducted regarding the Work Elements and milestones of this project as defined in the 2008 Statement of Work. Section 2 gives a brief description of any major problems encountered, changes in work plan, or schedule deviations. Section 3 lists all non-expendable property items over \$200, but less than \$10,000, procured under this contract (subcontractors included). Section 4 includes the Appendix. Ira Jones of the NPT-DFRM - Watershed Division is the Director and Emmitt E. Taylor Jr. (Manger III) is the Deputy Director of Natural Resources. For further information regarding this project, please contact either Emmitt E. Taylor, Jr. (Administrative Contact) at (208) 843-7144 ext.3544 (emmitt@nezperce.org) or Mark D. Reaney, Jr, PE (Contract Manager) at (208)843-7144 ext.3558 (markr@nezperc.org).

SECTION 1: SUMMARY OF WORK ELEMENTS, MILESTONES AND RESULTS

A: 165. Produce Environmental Documentation

Title: Provide Environmental Compliance Documentation to BPA

Description: All applicable NEPA, ESA and Cultural Resources consultation will be completed and submitted to the BPA Environmental Lead for review and approval.

Planned Metrics: No herbicides to be used

Deliverable: NEPA, ESA, and Cultural Resources documentation submitted to BPA.

Result: Through collaborative meetings and phone conversations, all NEPA, ESA, and Cultural Resources documentation was submitted to BPA for the Salt and Profile Creek Bridges. Watershed Division subcontracted with the Nez Perce Tribe Cultural Resources office for the completion of the cultural surveys.

B: 175. Produce Design and/or Specifications

Title: Design Fish Barrier Culvert Replacement Projects

Description: NPT will cooperate and coordinate with Valley County and the Payette National Forest (PNF) to develop final designs and cost estimates for the Profile and Salt Creek fish barrier culvert replacements (WE C and D). An MOU between NPT and Valley County will be completed which will clarify the roles and responsibilities of both parties. Upon completion of the culvert replacements, the MOU will transfer all operation and maintenance responsibilities from NPT to Valley County.

Planned Metrics: n/a

Deliverable Specification: NPT will work with PNF and Valley County to complete the final designs, specifications, and cost estimates for the replacement of the existing fish passage barrier culverts on Profile and Salt creeks. The final designs will incorporate culvert dimensions, channel morphology and substrate, channel hydrology, road dimensions, and active channel sizing which has the capacity to sustain the 100 year flood event.

These barrier culverts will be replaced with natural stream simulation Aquatic Organism Passage (AOP) structures, preferably bridges, which will increase habitat connectivity and provide passage for all aquatic organisms, including all life stages of steelhead, spring Chinook, bull trout, and Westslope cutthroat trout.

Result: Salt & Profile Creek bridges were designed, bid, and a subcontract was awarded. A MOU in place between the NPT and Valley County.

C: 184 - Install Fish Passage Structure

Title: Replace Profile Creek Culvert

Description: In 2003-5 the Payette National Forest (PNF) completed a comprehensive culvert inventory and assessment for the entire South Fork Salmon watershed. The Profile Creek culvert was identified as a high priority for replacement because it is undersized and does not pass all life stages of fish. This work element will return fish passage to 6.3 miles of stream by removing and replacing the existing culvert that is a Chinook, steelhead, bull trout and Westslope cutthroat trout migration barrier.

Planned Metrics :

- * Was barrier Full or Partial? Full
- * # of miles of habitat accessed to the next upstream barrier(s) or likely limit of habitable range: 5.71 miles
- * Does the structure remove or replace a fish passage barrier? Yes

Deliverable Specification: Replace the existing culvert with a 24' wide, 30' free span pre-cast concrete bridge designed for the 100 year flood event which will provide passage for all life stages of aquatic organisms, including spring Chinook, steelhead, bull trout and Westslope cutthroat trout.

All of the in-stream work should be completed during the in-stream work window from July 15 to August 31. Upon completion of the culvert replacement, all operation and maintenance responsibilities will be transferred from NPT to Valley County as specified in the associated Memorandum of Understanding (MOU).

Result: Subcontract and MOU both in place for FY09 construction season. We discovered that the "Comprehensive" passage barrier study completed

in 2005 by the PNF has never quite been completed and needs additional work.

The U.S. Army Corps of Engineers 404 permit, the Idaho Department of Water Resource's Stream Alteration permit, as well as all NEPA, ESA, and cultural resource documentation was completed in FY08. Coordination in 2009 will include notification of the traveling public by Valley County prior to implementation of the project.

D: 29 - Increase In Stream Habitat Complexity

Title: Install large woody debris structures

Description: In 2007 very extensive, high intensity and long duration fires burned the majority of the South Fork Salmon watershed area. Since this fire has left the area largely devoid of riparian vegetation and in-stream cover, NPT and PNF staff will install large woody debris structures to prevent bank erosion, create pools, provide shade to reduce water temperatures, and provide cover for anadromous and resident fish species.

Planned Metrics: 2 stream miles treated and 15 structures installed

Deliverable Specification: NPT and PNF staff will install large woody debris structures to prevent bank erosion, create pools, provide shade to reduce water temperatures, and provide in-stream cover for anadromous and resident fish species. Approximately 15 large woody debris structures will be installed utilizing the burned and dead trees remaining in the area after the 2007 fire. The root wads will be left intact, and the trunks will be incorporated into the stream bank to create the most durable and effective structures. No cables, cement or steel will be used to create these structures.

Detailed designs, plans and maps of these in-stream large woody debris structures will be attached to this contract under the attachments tab as they are completed.

Result: Work not completed

E: 47 - Plant Vegetation

Title: Revegetate approximately 0.15 acres in Profile Creek project area

Description: Following the culvert replacement at Profile Creek, an intensive post construction revegetation effort will be carried out to reestablish vegetation along the streambank and within the riparian and floodplain areas to provide bank stability, moisture retention, shade to reduce stream temperature, and large woody debris recruitment.

Planned Metrics: 0.2 acres/0.01 miles stream bank revegetated following construction activities

Deliverable Specification: Following the culvert replacement at Profile Creek, an intensive post construction revegetation effort will be carried out to reestablish vegetation along the stream bank and within the riparian and floodplain areas to provide bank stability, moisture retention, shade to reduce stream temperature, and large woody debris recruitment.

Result: Work not completed in FY08 and rescheduled for FY09

F: 184 - Install Fish Passage Structure

Title: Salt Creek culvert replaced

Description: In 2003 the Payette National Forest (PNF) completed a comprehensive culvert inventory and assessment for the entire South Fork Salmon watershed. The Salt Creek culvert was identified as a high priority for replacement because it is undersized and does not pass all life stages of fish. This work element will return fish passage to 1.8 miles of stream by removing and replacing the existing culvert that is a Chinook, steelhead, bull trout and Westslope cutthroat trout migration barrier.

Planned Metrics:

- * Was barrier Full or Partial? Full
- * # of miles of habitat accessed to the next upstream barrier(s) or likely limit of habitable range: 3.63 miles
- * Does the structure remove or replace a fish passage barrier? Yes

Deliverable Specification: Replace the existing culvert with a 24' wide, 20' free span pre-cast concrete bridge designed for the 100 year flood event which will provide passage for all life stages of aquatic organisms, including spring Chinook, steelhead, bull trout and Westslope cutthroat trout.

All of the in-stream work should be completed during the in-stream work window from July 15 to August 31. Upon completion of the culvert replacement, all operation and maintenance responsibilities will be transferred from NPT to Valley County as specified in the associated Memorandum of Understanding (MOU).

Result: Subcontract and MOU both in place for FY09 construction season. We discovered that the "Comprehensive" passage barrier study completed in 2005 by the PNF has never quite been completed and needs additional work in FY09.

The U.S. Army Corps of Engineers 404 permit, the Idaho Department of Water Resource's Stream Alteration permit, as well as all NEPA, ESA, and cultural resource documentation was completed in FY08. Coordination in 2009 will include notification of the traveling public by Valley County prior to implementation of the project.

G: 47 - Plant Vegetation

Title: Plant Native Vegetation and Grass Seed at Salt Creek Construction Site

Description: Following the culvert replacement at Salt Creek, an intensive post construction revegetation effort will be carried out to reestablish vegetation along the stream bank and within the riparian and floodplain areas to provide bank stability, moisture retention, shade to reduce stream temperature, and large woody debris recruitment.

Planned Metrics: Revegetation of approximately 0.15 acres in Salt Creek project area

Deliverables: Revegetation will involve seeding with a native seed mix containing Idaho Fescue and Bluebunch Wheatgrass at a quantity of 125 lbs per acre of disturbed soils. No fertilizer is used because our monitoring program shows that the use of fertilizer

reduces the efficacy of targeted vegetation growth, and instead promotes noxious weed growth. The excavator will also salvage vegetation from the area while excavating, as well as borrow plants from adjacent undisturbed areas to plant on the completed construction sites. We call this planting technique with the excavator "clump planting." Since this form of native revegetation has been effective, we utilize it as much as possible during the revegetation process.

When we have sites that have very limited potential for recruitment of native plants because of disturbances adjacent to the project area, we plant nursery grown rooted stock which is propagated from cuttings and seeds collected within the project area. Species of rooted stock may include pachistima, menziesia, snowberry, and woods rose. When planting rooted stock, we plant completed culvert sites with an 8' x 8' spacing. Generally, we plant about 150 - 250 plants per site using this method.

Result: Work not completed in FY08 and rescheduled for FY09.

H: 157 - Collect/Generate/ Validate Field and Lab Data

Title: Collect data on replaced culverts

Description: A monitoring plan has been developed to gauge the success of culvert replacements. Data is collected upon installation (year 0), one year after installation (year 1), five years later (year 5), and 10 years later (year 10) in order to determine successes and changes that are occurring with culvert replacements and removals.

Planned Metrics: Year 0 Status & Trend Monitoring for future Action Effectiveness Monitoring RM&E and comparison

Deliverable: Collect biological and physical habitat parameter data for culverts that have been replaced (Profile and Salt Creek - year 0) . Data will be collected for each culvert replaced per the schedule detailed in the monitoring protocol. The data parameters can be grouped into a set of general characteristics with specific indicators that will be gathered and analyzed for each as shown below:

Site Description:

Description - Site number; stream name, field crew member names, date(s) sampled, ownership, road number, legal description, GPS coordinates.

Culvert Information - Culvert shape, dimensions, materials, corrugations, inlet configuration, and outlet configuration.

Photographs - Several photos per site including various views of the inlet, outlet, grade controls, tailwater control, and a view from the road looking downstream.

Internal Structures/Substrate:

Substrate - substrate material size will be observed and ranked into category classes at three locations (in the culvert, at the culvert outlet, and upstream outside the zone of influence).

Internal Structures - Description of types, materials, and construction of internal bed retention structures, and channel conditions in the culvert.

Bank Dimensions - Channel depth, width, and depth of substrate in the culvert.

Channel Condition:

Cross Sections - Channel cross-sections will be measured above the culvert and below the culvert. Bankfull width, cross-sectional area, and channel depths will be developed.

Longitudinal Profile - Longitudinal profile measurements are used to determine changes in channel shape on a longitudinal scale. The profile data will be analyzed to determine channel slope and residual pool depth both within and outside of the construction zone.

Inlet/Outlet Conditions - Stream grade above and below culvert, culvert slope, outlet conditions

Fish:

Snorkel/Ocular Surveys - Snorkel and/or ocular surveys will take place above and below the culvert to determine presence/absence of salmonid species.

Result: Work not completed in FY08 but rescheduled for FY09

I: 162 - Analyze and Interpret Data

Title: Analyze culvert replacement data

Description: After data is collected on biological, chemical, physical habitat, and fish presence, abundance and distribution, it will be analyzed and compiled into monitoring reports.

Analysis of the monitoring data involves looking for trends over time, as well as determining whether the habitat objectives are being met. Therefore, regression analysis and confidence intervals will be performed for the range of variables where applicable. We will test the null hypotheses that there is no trend over time (the slope is not significantly different from zero). Analyses will be performed on the fish passage barrier replacements within the South Fork Salmon watershed area.

Planned Metrics: Year 0 Status & Trend Monitoring for future Action Effectiveness Monitoring RM&E and comparison of data

Deliverable: The 2008 culvert replacement data will be analyzed, and a report on the success of the newly installed bridges will be completed.

Result: Work not completed in FY08 but rescheduled fro FY09.

J: 115. Produce Inventory or Assessment

Title: South Fork Salmon Roads Survey

Description: NPT staff will conduct an inventory and assessment of the road network throughout the South Fork Salmon watershed in order to determine which roads present a significant erosion and sedimentation threat to the terrestrial and aquatic ecosystems. The roads that are unstable and have the potential to erode and deliver sediment to the streams will be prioritized for abandonment and/or decommissioning in 2009 and future years.

Planned

Metrics: n/a

Deliverable: There are approximately 148 miles of roads identified for survey and assessment in the project area, including South Fork/Lower Secesh, Ruby Meadows, Sugar Creek, Vibika Creek, and Antimony Ridge Mine. The PNF believes that there are many more miles of off-system roads that will be discovered and incorporated into the inventory.

Surveys will be performed using the WIN (Watershed Improvement Needs) protocol which consists of gathering data on the condition of a road segment (sloughing, erosion potential, composition, buffer width, proximity to stream, etc.) and using that information, along with watershed characteristics, to make an informed decision regarding the appropriate treatment.

Road abandonment is the lowest level of treatment that is applied to the roads that are relatively stable and re-vegetating naturally. No physical work is required for abandonment - the road will simply be removed from the database. Road decommissioning, such as full re-contouring, is the highest level of treatment applied to the roads in order to reduce if not eliminate mass failure risks, promote continuous drainage, revegetation of eroding areas, and leave the area ready to be reforested or able to reforest naturally.

The NPT Watershed division classifies the extent of road decommissioning work required in four levels:

Level 1: Re-contour road entrance to restrict vehicle access.

Level 2: Some work required along the road to address mass failure or erosion risk factors.

Level 3: Substantial work required along the full length of the road.

Level 4: Re-contour of most of the road.

The WEP (Watershed Erosion Potential) roads analysis protocol, also used by the NPT Watershed division, consists of gathering data about road segments but uses a different set of criteria. This protocol is designed to predict runoff and sediment yield from roads, compacted landings, compacted skid trails, compacted foot, cattle, or off road vehicle trails. It allows the user to specify the characteristics of the road in terms of climate, soil and gravel addition, local topography, drain spacing, road design, surface condition and ditch condition.

The data gathered under the WEP protocol is analyzed by a software program, and the resultant prediction of runoff and sediment yield in tons per year is generated for each specific road segment surveyed. A more detailed summary of the protocols and the data collection and analysis will be described in the contract progress report.

Result: 98 miles of forest roads were surveyed and assessed. Field data was collected electronically with hand-held PC/GPS units manufacture by Archer. All data has been uploaded to the NPT DFRM-Watershed Division website and the geo-data has been downloaded to the Payette National Forest geo-library.

We had difficulty extracting any confidence in erosion predictions using the WEP model because of the highly erosive granitic soils that had been burned over at very high temperatures. We are now learning to use a new titled GRAIP, the Geomorphic Road Analysis & Inventory Package to analyze data and produce erosion maps.

Road Inventory for Watershed Analysis with GRAIP

Charlie Luce
Tom Black
USDA Forest Service
Rocky Mountain Research Station
Boise, Idaho

The Geomorphic Road Analysis and Inventory Package (GRAIP) is a road inventory protocol and analysis method that implements the latest scientific findings on road sediment issues. The tools for analysis are a new generation, bringing together existing resource data and DEMs with road inventory data in way that allows more powerful analyses than previously possible.

The Tools

The road inventory protocol describes how to systematically field inventory a road system using GPS and automated data forms. Once downloaded, these data can be immediately run through a data quality checking and correction program. Quality checked data can then be analyzed in a program implemented in ARC-GIS. The program produces maps of surface erosion (bottom left), accumulated road sediment in streams (top right), and contributing length by segment, which relates directly to slope stability and gullying risks (middle right). Other analyses relating to stream diversion potential, stream crossing failure, culvert maintenance needs, and fish passage are also provided with the program.

Using The Latest Science

The surface erosion modeling uses recent updates to R1-R4 methods based on Luce and Black (1999, 2001). It is sufficiently flexible to take input from WEPP or local monitoring data. Slope stability risk is modeled using SINMAP 2 (Pack et al. 2005) and papers by Montgomery (1994), Wemple et al. (1996), and Croke and Mockler (2001). Downstream accumulated sediment is a new analysis

based on spatial patterns that fisheries biologists believe may better represent risk to fisheries (Luce et al., 2001, Luce and Rieman, 2006). Stream crossing failure risk modeling is based on culvert and stream size data (Flanagan et al., 1998). It is the only tool providing a look at cumulative effects from roads both as multiple processes and over large areas.

Saving Time and Money

The inventory is designed to feed seamlessly into automated analysis procedures. Several National Forests and BLM Districts have used summer temporaries to complete inventories. A crew of two covers an average of 5 miles per day, yielding a cost of about \$50 per mile. The analysis procedures can be accomplished by a GIS technician within a day or two for a large project area. The resource specialist's time then becomes devoted to interpreting the maps and results. Substantial savings in money can be realized by using the inventory as a basis for prioritization of watershed restoration treatments.

What Now?

GRAIP is being utilized on projects around the Pacific Northwest. We welcome new users to join the GRAIP community and apply it to new areas. More information and training opportunities are available www.fs.fed.us/GRAIP/index.shtml. For more specific information about GRAIP contact Charlie Luce, cluce@fs.fed.us, or Tom Black, tblack@fs.fed.us.

Figure 2: GRAIP Flyer developed by the USFS

K: 114 - Identify and Select Projects

Title: Select Roads to be decommissioned in FY09

Description: Using the data from the road inventory and assessment (WE J), the highest priority roads will be selected for decommissioning in 2009. The appropriate treatments will be determined, and the preliminary designs and cost estimates will be developed.

Planned Metrics: n/a

Deliverable: Using the data from the road inventory and assessment (WE J), NPT and PNF will work collaboratively to select the highest priority roads for decommissioning in 2009. The locations and lengths of these high priority road segments will be mapped and staked, and the preliminary designs and cost estimates will be developed.

Result: 29 miles of forest roads were selected for decommissioning in the Zena, Cow, Calf, and Maverick Creek sub-watersheds. Some work will be subcontract and a portion will be performed by the Payette National Forest's Watershed Restoration Crew.

It was also necessary to collaborate with the Valley County Commissioners to seek their buy-in and support of the upcoming work.

PAGE A-4 - THE STAR-NEWS - THURSDAY, JANUARY 29, 2009

OPINION

Trust the Nez Perce to clean up their own heritage land

The Nez Perce Tribe is embarking on a project to reclaim the damage done by decades of poor logging practices that decimated the salmon fishery in the South Fork of the Salmon River. The task is a noble endeavor for the tribe, and it is presumptuous for anyone to think anything less than a first-rate job will be done.

This week, the tribe made a courtesy call to Valley County commissioners to talk about plans to spend \$900,000 of Bonneville Power Administration grant money to improve fish habitat in the South Fork drainage. The tribe will use the money to reclaim abandoned roads that its fishery staff says are dumping millions of tons of sediment into the river system. The plans are ambitious, including reclaiming 29 miles of old abandoned logging roads in the Cow, Calf and Maverick creek drainages of the Secesh River, which drains into the South Fork. The cut banks of the roads, abandoned in the 1960s, have eroded over the years and have clogged at least 36 culverts. A Nez Perce study found hundreds of places where erosion was a threat or where fish are unable to move from a side stream into the main South Fork. The problem was made even worse when the record forest fire season of 2007 stripped large swaths of hillsides of vegetation, making erosion an even greater danger.

The county should have greeted the proposal with enthusiasm, but instead it was met with skepticism. The tribe's methods were questioned, and public meetings were suggested in order to accomplish some unknown purpose. There seems to have been a total lack of understanding that the Nez Perce have a personal stake to restore the drainage to resemble how it looked when their ancestors were the only humans in the region. Lost in the conversation was the cultural and spiritual connection between the salmon and the Nez Perce, who for centuries have regard the fish as the givers of subsistence.

When American culture overwhelmed the Nez Perce and their homeland, there was a direct connection between the decline of the salmon and the decline of the tribe. The fish were besieged with commercial fishing in their ocean domains, dams were placed on their migration routes, and careless logging practices, like those in the South Fork drainage, resulted in their spawning beds being choked with silt. The wild chinook salmon was driven to near extinction and only recently have there been signs of recovery, thanks in part to the persistence of the recently resurgent Nez Perce Tribe.

The restoration of the South Fork drainage by Native Americans is only fitting. Just as the tribe suffered when the salmon suffered, the Nez Perce are using their renewed economic health to bring new life to the habitat of an old friend. You can be sure it will be done right.

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Figure 3: Article from the Star News

A Tribe, forest working to erase invisible logging roads

By Dan Gallagher
Long Valley Advocate

CASCADE—Miles of old logging roads which the public doesn't even travel on are continuing to endanger migrating salmon and steelhead on the South Fork of the Salmon River.

The Nez Perce Tribe and Payette National Forest on Monday updated the Valley County commissioners over where work could begin to heal those invisible scars.

Some 40 years ago, roads were cut into lands in the South Fork drainage. Sometimes, those areas were logged; sometimes not. But left behind were roaded areas that erode into feeder streams, as well as old useless culverts.

The sediment washes into the South Fork and its tributaries, smothering fish eggs and hampering efforts

to recover the wild Chinook and steelhead.

The tribe and Payette forest have been working on inventorying those roads and starting to rehabilitate them. Money for the projects is available from the Bonneville Power Administration, the power marketer for the Northwest.

Crews last year inventoried a number of these feeder drainages. Mark Reaney, engineer for the tribe's Department of Fisheries, reported that in the zone taking in Cow, Cliff and Maverick creeks, there were 29 miles of old logging roads not being traveled by the public. In some cases, those old routes are invisible. Those creeks flow into the Seeseh River.

That is a target population (of fish) that we're trying to save and keep from going extinct," he said.

In that zone, workers found 36 failed culverts and 303 "erosion

features" allowing sediment into the streams. There were 99 "connectivity problems" where the creeks were blocked so they acted as a barrier to aquatic life.

All the logging traffic such as trucks and heavy equipment compacted the roads so any trees which grew back there are spindly and worthless for future harvest, Reaney said.

"Those trees, you can push over very easily," he said.

But, the organizations intend to dig out those sections and reconvert them. Native vegetation would be replanted, too. The old culverts would be removed.

The information about the zones that the workers compiled on handheld GPS units will be available to people who go to the tribe or Payette forest's Web sites, just by clicking on topographic maps there.

Commissioner Gordon Chickbank asked who abandoned

all those roads back in the 1960s without adequately decommissioning them. The answer in many cases was the Forest Service itself. He asked whether hauling equipment back in to contour the land wouldn't cause even more damage and cost more federal dollars.

Reaney said studies show that in the first year after such road decommissioning, there might be a slight increase in sediment. But during the years after that, there is a dramatic reduction of that silt getting into the stream.

He said he does not have detailed figures about the granite soil along the South Fork, but on the city soil in the Lapwai area, one mile of an old eroding road can dump 250 tons of silt into the creek every year.

Mary Faurst, fisheries biologist on the Payette, agreed the work is vital, rather than leaving an area to try and heal itself.

"As the road system tries to attain a natural flow, it's going to keep carving, carving and carving. That means it will be bleeding and bleeding off of those cut-fill slopes into those tributaries.

"The intent of the work is to get that balance faster," she said.

Ernest Taylor is the acting director of the tribe's Department of Fisheries watershed division. He said that his experience on the Lochsa River is that there are many old culverts and other features that haven't yet washed out.

So, it's important to get in there and rehabilitate those places before a rain event such as struck the South Fork Salmon last summer doesn't blow them out.

The three visitors said they will keep Valley County apprised of the work over the months.

Figure 4: News Article from the Star News

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OPINION

*Grant
Dr
Jim Harbeck
Keith Lawrence*

Nez Perce Tribe can be trusted to protect habitat

To the Editor:

Your editorial on the South Fork Salmon River/Nez Perce tribal reliability ("Trust the Nez Perce to clean up their own heritage land," Jan. 29, 2009) affirms what we, as residents of an Oregon neighbor-city to McCall, have learned:

1. Nez Perce tribal professionals took over management of the Joseph Creek restoration project in 2006 and all citizens here (skeptical at first) are impressed with the results - for visitors, fish, wildlife, residents.

2. Nez Perce tribal reps involved themselves in a critical Wallowa Lake dam repair plan in 2005 and negotiated firmly, patiently and with understanding for agricultural and commercial needs to create a comprehensive local/tribal partnership towards a needed dam restoration plan in our valley.

As a regular McCall visitor, resident of both Boise and Wallowa county, I can only hope that your county commissioners will ease any unwarranted "skepticism" about the efficiency and benefits of working with the Nez Perce folks toward an historic recovery of the South Fork's lost salmon bounty for all of us.

Bob C. Hall
Boise and Joseph, Ore.

TO: DERM - Dave Johnson
FOR YOUR INFORMATION &/or ACTION
from Office of Legal Counsel
Initials/ HS Date 2-9-09

Figure 6: Letter To The Editor in Support of NPT S. Fork Salmon Project

L: 99 - Outreach and Education

Title: Provide outreach and education for the public

Description: Emphasis will be placed on outreach to landowners, the general public, fellow professionals and students (K-12 and college) on important watershed issues including water quality, best management practices, fish passage, road impacts, and invasive weeds. Education and outreach materials will encourage the public to participate in and/or support restoration efforts.

Deliverable: This task will be facilitated by the Nez Perce Tribe's Watershed Education Coordinator. Outreach and education will be provided for fellow professionals, the public, landowners and students, and will include field trips, volunteer planting days, public presentations, classroom workshops and presentations, and brochures/flyers.

Education and outreach information and activities may be relayed to the target audiences through several different formats, including the following:

A. Education of landowners and the general public

1. Host field trips and public presentations as requested
2. Interpretive trail/signs along more visible and accessible projects
3. Regularly submit articles to Ta'c Tito'oqan focusing on important watershed issues and project updates
4. Publish pamphlets with information on local watershed issues
5. Provide an information booth at NPT General Council meeting and other community events
6. Provide community workshops to focus on important watershed issues

B. Education of Fellow Professionals

1. Host workshops
2. Attend scientific and professional conferences
3. Continue to provide technical assistance to partner agencies
4. Participate in workshops as requested by co-management agencies and non-profits

C. Education of Students (K-12 and college)

1. Classroom lectures and presentations
2. Field based monitoring and restoration projects
3. Work with teachers to implement K-12 watershed-based curriculum
4. Participate in career fairs
7. Provide internship opportunities

Potential Education and Outreach Partners Include:

- Valley County Soil and Water Conservation District
- Washington State University Center for Civic Engagement
- University of Idaho
- U.S. Fish and Wildlife Service
- The Idaho Water Resources Research Institute
- Ground Works (local environmental restoration and education non-profit)
- Palouse Clearwater Environmental Institute
- Nez Perce Tribe Environmental Restoration and Waste Management (ERWM)

- Nez Perce Tribe Water Resources
- Nez Perce Tribe Forestry
- Nez Perce Tribe Biocontrol Center
- Local school districts
- Local environmental or sportsman groups

Result: This work did not move forward as the NPT DFRM - Watershed Division lost our Outreach & Education Coordinator to another project area. We are, however working with the PNF and PNF Tribal Liaison to develop a program for FY09

M: 119. Manage and Administer Project

Title: Project Management, Coordination, and Administration

Description: Project management and administration for this BiOp implementation contract includes: planning/coordinating project activities, investigating environmental and cultural compliance requirements, attending meetings, seeking additional funding, prioritizing and scheduling of projects, preparing statements of work, managing budgets, attending trainings, and completing reports. Travel to the McCall/Boise area will be required for intra and inter-agency coordination and planning meetings.

The Nez Perce Tribe is in the process of establishing a restoration partnership with the Payette National Forest, which includes sharing funds and resources to complete projects. To accomplish this, the NPT Watershed Restoration Specialist III Project Leader (Contract Manager) will work with USFS staff to develop an agreement that outlines project details. This 'Partnership Agreement' will be signed by both parties and renewed on an annual basis.

NPT will also prepare partnership agreements with Valley and Idaho Counties.

Additional funding will be sought through NOAA, USFWS, Pacific Coast Salmon Recovery funding, Rocky Mountain Elk Foundation (RMEF), and others as appropriate to further restoration and cost share with BPA funding.

Deliverable: FY 09 Pisces SOW, Excel budget (with sub-contractor budgets if applicable), Property Inventory, and FY 08 September Accruals (work performed but not invoiced by 9/30/2008) and coordinated project activities.

Result: Work completed and ongoing. Partnering Agreement (PA) is in place with PNF and PA with the BNF is under development and expected within the month.

N: 132 - Produce (Annual) Progress Report

Title: Produce Annual Report for period 07/01/08 to 03/31/09

Description: The progress report summarizes the project goals, objectives, hypotheses, completed and uncompleted deliverables, problems encountered, lessons learned, and long term planning for future improvement. The annual report is developed to capture a more detailed, narrative level of elaboration and discussion that is not expressed in the Pisces quarterly status report. For an ongoing project, an annual report covering a contract period may be submitted under the subsequent contract, if approved by the COTR.

Deliverable: Final FY 08 annual report will be attached directly to this contract under the "Attachments" tab in Pisces.

Annual reports must conform to BPA guidelines. See the "formatting guidelines" link at the Technical Reports and Publications page:
http://www.efw.bpa.gov/Integrated_Fish_and_Wildlife_Program/technicalreports.aspx

Result: This report fulfills the 2008 deliverable.

O: 185 - Produce PISCES Status Reports

Title: Produce Status Reports and submit to BPA

Description: The Contractor shall report on the status of milestones and deliverables on a quarterly basis in Pisces. Additionally, when indicating a deliverable milestone as COMPLETE, the contractor shall provide metrics and the final location (latitude and longitude) prior to submitting the report to the BPA COTR.

Deliverable: n/a

Result: All reports submitted.

SECTION 2: PROBLEMS ENCOUNTERED

The major problem we encountered for project implementation were delays caused by late start of BPA Contract effective date beginning in July plus delays in Subcontract Approval within the Tribal Approval Process.

The work will be enabled to be achieved in FY09 because we will now have the luxury of time to complete all steps necessary for a smooth and clean implementation process.

SECTION 3: NON-EXPENDABLE PROPERTY ITEMS OVER \$200 BUT LESS THAN \$10,000

Equipment Purchases									
For capital and sensitive equipment (GPS, computer equipment)									
Contract Number:		38292-S, Fork Salmon River Watershed Restoration							
BPA Project Number:		2007-127-00							
Item	Date Acquired	Type of Acquisition (check how obtained equipment)			Cost at time of purchase	Current Condition (good, inoperable, fair, etc.)	Location	Current Value	
1 IBM ThinkPad Laptop	Aug., 2008	New	Surplus	Shop Built	\$2,560	Good	Sweetwater Office	\$2,500	Serial # A0834 08/09
2 Garmin eTrex Venture HC	Aug., 2008	X	X		\$269	Good	Sweetwater Office	\$250	Serial # 16R082863
3 Garmin eTrex Venture HC	Aug., 2008	X	X		\$269	Good	Sweetwater Office	\$250	Serial # 16R082798
4 Honda TRX420FE8	July, 2008	X	X		\$5,049	Good	Sweetwater Office	\$5,000	VIN: 1H1FTE3549841115
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Note: Current value is an estimation

APPENDICIES

Appendix A: Participating Agreement.....pg 29

Appendix B: WEPP Analysispg 40

Appendix C: Bridge Contract/Plans/Specs.....pg 46

Appendix D: Bridge Subcontract Extension Modification #1.....pg 59

Appendix E: MOU-Valley County.....pg 61

Appendix F: Bridge Project Callout Map.....pg 63

APPENDIX A

MASTER PARTICIPATING AGREEMENT

Between the

NEZ PERCE TRIBE

And the

**FOREST SERVICE, U.S. DEPARTMENT OF AGRICULTURE
PAYETTE NATIONAL FOREST**

This Participating Agreement is hereby made and entered into by and between the Nez Perce Tribe, hereinafter referred to as the Tribe, and the Forest Service, U.S. Department of Agriculture, Payette National Forest, hereinafter referred to as the Forest Service, under the provisions of the Cooperative Funds and Deposits Act of December 12, 1975 (16 U.S.C. 565a-1 –a-3, Public Law 94-148), the Consolidated Appropriations Act 2008, P.L. 110-161 Division F, Title IV, Sec.417, signed December 26, 2007 and the Cooperative Funds Act of June 30, 1914.

I. BACKGROUND:

The Tribe and the Forest Service anticipate receiving watershed restoration funding through a variety of sources, including but not limited to Bonneville Power Administration (BPA) and Idaho Office of Species Conservation. In order to work together and establish the most cost-effective and successful watershed/aquatic ecosystem restoration projects, a Master Participating Agreement needs to be generated to establish project responsibilities from conception to implementation; funding responsibilities, which may include transfer of funds, cost share, or in-kind match; as well as other responsibilities as appropriate and necessary of each party. This agreement will have project-specific supplements covering individual projects.

Within this Master Participating Agreement between the Tribe and the Forest Service, the option of either advance payments or reimbursable payments can be made. Reimbursable payments may require an additional agreement or contract directly between the funding source, BPA in particular, and the Forest Service. Each Project Supplement to the Master Agreement will clearly state how the transfer of funds will be made and will reference any connected or related agreements or contracts.

II. PURPOSE:

The purpose of this agreement is to set up a collaborative effort between the Tribe and Forest Service and establish project and funding responsibilities for a variety of watershed/aquatic ecosystem restoration and protection projects. Projects may include, but are not limited to, aquatic passage at road/trail crossings, road decommissioning, improvements and conversion to trails, riparian restoration, mine reclamation, and monitoring and evaluation. Project activities may include, but are not limited to planning, logistics, field assessments/surveys, environmental/cultural compliance, implementation, and monitoring and evaluation within the Payette National Forests and treaty territory of the Nez Perce Tribe.

III. STATEMENT OF MUTUAL BENEFIT AND INTEREST:

The Nez Perce Tribe has since time immemorial, and still does, utilize the area of the Payette National Forest for subsistence hunting, fishing and gathering, cultural, and spiritual purposes. Pursuant the Treaty of 1855 between the United States Federal Government and the Nez Perce Tribe, this area was ceded to the United States and the Tribe retained rights as stated in Article 3 of the Treaty,

“The exclusive right of taking fish in all the streams where running through or bordering said reservation is further secured to said Indians; as also the right of taking fish at all usual and accustomed places in common with citizens of the Territory; and of erecting temporary building for curing, together with the privilege of hunting, gathering roots and berries, and pasturing their horse and cattle upon open and unclaimed land.”

The Tribe has recognized a significant reduction of fisheries resources and watershed/aquatic ecosystem degradation that has occurred over the past 100 years. Because of this, the Tribe has developed a Department of Fisheries Resources Management Program and Watershed Division in an effort to restore and protect these resources.

It is the purpose of the Watershed Division to protect and restore watersheds and fisheries resources throughout Nez Perce Treaty Territory, which are critical for future generations. This work has its roots in protecting tribal sovereignty and treaty rights reserved under the Treaty of 1855 between the Nez Perce Tribe and the United States Government. These activities are accomplished using a holistic ridge-top to ridge-top approach, encompassing entire watersheds.

The Forest Service manages National Forest System (NFS) land and resources, which include habitat for sensitive or rare species of fish, wildlife, and plants that are a vital component of our nation’s biological heritage. The Forest Service recognizes that the Nez Perce Tribe reserves rights to use natural resources and the federal government has a trust responsibility to protect those resources pursuant to treaties, in particular the Treaty of 1855 between the United States Federal Government and the Nez Perce Tribe. As a result of the Tribes reserved treaty rights and the Federal Governments trust responsibility, the Forest Service agrees to manage resources in conformance therewith.

The watershed restoration work addressed in future incorporated work and financial plan(s) will work towards restoring and protecting watersheds/aquatic ecosystems and fisheries resources which will provide a direct benefit to fisheries on NFS and Nez Perce treaty lands.

IV. THE TRIBE SHALL:

- A. Provide employees to assist in the various projects as stated in approved Project Supplements and Financial and Operating Plans. *See related provision VII-B.*
- B. Provide overall planning, training, logistic support and onsite supervision of tribal field crews working on various projects as stated in each incorporated Project Supplement work plan(s). Provide employees with appropriate safety equipment and enforce use of safety equipment and apparel. *See related provision VII-B.*
- C. Provide per diem and travel to fieldwork sites for tribal crews. *See related provision VII-B.*
- D. Coordinate with the Forest Service on the identification, planning, implementation, and monitoring of aquatic ecosystem/watershed restoration and protection projects. Provide personnel and logistical support to complete applicable NEPA documentation.
- E. Provide appropriate Tribal staff to meet with the Forest Service on a regular basis to facilitate clear and open communication.
- F. In accordance with each specific Project Supplement, make advance deposit(s) to the Forest Service upon presentation of a Bill for Collection as stated and incorporated in Financial and Operating Plans, Exhibit A. *See related Provision V-E.* Billed amounts and any additional deposits necessary to cover Forest Service costs authorized by this agreement shall be sent to:

USDA Forest Service
C/O Citibank
PO Box 894183
Los Angeles, CA 90189-4183

- G. In accordance with each specific Project Supplement, bill the Forest Service for their prorated share of actual costs as agreed to in the Project Supplement Financial Plan. *See related Provision V-F.* Original invoices will be submitted to the Forest Service at:

U.S. Forest Service
Albuquerque Service Center
Payments - Grants & Agreements
101B Sun Avenue NE
Albuquerque, NM 87109
Phone: (877) 372-7248
FAX: (877) 687-4894

- H. In accordance with each specific Project Supplement, coordinate with those other federal and non-federal partners, including but not limited to the Bonneville Power Administration (BPA) and the State of Idaho Office of Species Conservation (OSC), to identify inter-related agreements when funding for contracts shall pass directly to the Forest Service.

V. THE FOREST SERVICE SHALL:

- A. Provide planning and coordination of identified projects.
- B. Furnish either directly or through contract; labor, equipment, operators and supplies as stated in each approved Project Supplements' Operating and Financial Plan. *See related provision VII-B.*
- C. Provide contract administration and contract inspection of project work as outlined in project supplements. *See related provision VII-B.*
- D. Coordinate with the Tribe on the identification, planning, implementation, and monitoring of aquatic ecosystem/watershed restoration and protection projects. Provide personnel and logistical support to complete applicable NEPA documentation.
- E. Provide appropriate Forest Service staff to meet with the Tribe on a regular basis to facilitate clear and open communication.
- F. In accordance with each specific Project Supplement, bill the Tribe for deposits sufficient to cover their prorated share of actual costs as agreed to and incorporated in the Project Supplement Financial Plan. *See related Provision IV-E.* Billings shall be sent to:

Emmit E. Taylor, Jr.
Nez Perce Tribe
Department of Fisheries Resources Management
Watershed Division
PO Box 365
Lapwai, ID 83540

- G. Reimburse the Tribe for the Forest Service's proportionate share of actual expenses incurred, as identified in each approved Project Supplement. *See related Provision IV-F.*

- H. In accordance with each specific Project Supplement, enter into inter-related agreements with other federal and non-federal Tribal partners, including but not limited to the BPA and the OSC, when funding for contracts shall pass directly to the Forest Service.
- I. Provide to the Tribe copies of all the financial and project records pertaining to the work accomplished under this agreement.

VII. IT IS MUTUALLY AGREED AND UNDERSTOOD BY AND BETWEEN THE PARTIES THAT:

- A. PRINCIPAL CONTACTS. The principal contacts for this agreement are:

Forest Service Project Contact	Nez Perce Tribe Project Contact
Mary Faurot	Emmit E. Taylor Jr.
Forest Service	DFRM/Watershed Division
Payette National Forest	Nez Perce Tribe
800 West Lakeside Ave.	P.O. Box 365
McCall, ID 83638	Lapwai, ID 83540
Phone: (208) 634-0618	Phone: (208) 843-7144 ex. 3544
FAX: (208) 634-0634	FAX: (208) 843-9192
E-Mail: mfaurot@fs.fed.us	E-Mail: emmitt@nezperce.org

Forest Service Administrative Contact	Nez Perce Tribe Administrative Contact
Gladys Hamilton Grants & Agreements Coordinator	Arleen Henry
USDA Forest Service	Nez Perce Tribe
Payette/Sawtooth National Forests	PO Box 365
Southwest Idaho Nevada Acquisition Center	Lapwai, ID 83540
1249 South Vinnell Way, Suite 200 Boise, ID 83709	Phone: (208) 843-7317
Phone: (208) 373-4289	FAX: (208) 843-7319
FAX: (208) 373-4197	E-Mail: arleenh@nezperce.org
E-Mail: gvhamilton@fs.fed.us	

- B. Any projects added to this agreement shall be by mutual consent of the parties through a specific Project Supplement (See Exhibit A for an example). Such Project Supplements shall, at a minimum, contain:
1. Bilateral execution prior to the performance of any work.
 2. Specific language stating that the project is being added to this agreement thereby subjecting the Project Supplement to the terms of this agreement.
 3. A Forest Service agreement number. A separate agreement number is required for each Project Supplement for entry into the Forest Service IWEB data system.

4. A project description with specifics including: contacts, equipment, supplies, time frames, completed payment provision, financial plan, etc. Such financial plan shall display a complete breakdown of costs, including indirect (overhead) costs attributable to the project.
 5. A termination date within the term of this agreement.
 6. The Tribe's taxpayer identification number.
 7. Tribe VEND number for electronic funds transfer.
 8. Review and signature of a Forest Service Grants and Agreements Specialist.
- C. Tribal workers are employees under the Tribe's authority and are not federal employees, and are not entitled to federal employee's rights including unemployment compensation, and federal workers compensation insurance (OWCP). The Tribe takes responsibility for job related injuries and will provide emergency medical treatment and transportation in the event of an accident.
- D. Nothing in this agreement modifies the United States' obligations arising from its Treaty with the Nez Perce Tribe 12.Stat.957 (1855).
- E. Nothing in this agreement shall be construed as a waiver or diminishment of the Nez Perce Tribe's inherent sovereign immunity.
- F. This agreement, in and of itself does not obligate federal funds. The Forest Service, upon execution of individual detailed Project Supplements, will obligate funds.
- G. It will clearly be established on Financial and Operating Plans of approved Project Supplements how BPA and OSC funds are to be expended.
- H. FREEDOM OF INFORMATION ACT (FOIA). Any information furnished to the Forest Service under this agreement is subject to the Freedom of Information Act (5 U.S.C. § 552).
- I. RETENTION AND ACCESS REQUIREMENTS FOR RECORDS. The Forest Service, Inspector General, or Comptroller General, and the Tribe, through any authorized representative, shall have access to and the right to examine all records related to this agreement. As used in this provision, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form. All records pertinent to the award shall be retained for a period of three years.
- J. FUNDING EQUIPMENT AND SUPPLIES. Federal funding under this agreement is not available for reimbursement of Tribe's purchase of equipment.
- K. PROPERTY IMPROVEMENTS. Improvements placed on NFS land at the direction of any of the parties, shall thereupon become property of the United States, and shall be subject to the same regulations and administration of the Forest Service as other NFS improvements of a similar nature. No part of this agreement shall entitle the Tribe to any share or interest in the project other than the right to use and enjoy the same under the existing regulations of the Forest Service.
- L. COLLECTION OF AMOUNTS DUE. Pursuant to 31 USC 3716 and 7 CFR Part 3, Subpart B, any funds paid to the Tribe in excess of the amount to which the Tribe is finally determined to be entitled under the terms and conditions of the agreement constitute a debt to the Federal Government. If not paid within a reasonable period after the demand for payment, the Federal-awarding agency may reduce the debt by:
1. Making an administrative offset against other requests for reimbursement.

2. Withholding advance payments otherwise due to the recipient.
3. Taking other action permitted by statute.

Except as otherwise provided by law, the Federal awarding agency shall charge interest on an overdue debt in accordance with 4 CFR, Chapter II “Federal Claims Collection Standards” and 31 USC, Chapter 37.

- M. ENDORSEMENT. Any Tribe contributions made under this agreement do not by direct reference or implication convey Forest Service endorsement of the Tribe's products or activities.
- N. DUNS NUMBER: The Tribe shall furnish their DUNS number upon execution of this instrument. The Tribe may obtain a DUNS number by contacting Dun and Bradstreet at 800-234-3867 or 866-794-1580. A DUNS number will be provided immediately by telephone at no charge.
- O. ELECTRONIC FUNDS TRANSFER (EFT): The Tribe shall designate a financial institution or an authorized payment agent through which a federal payment may be made in accordance with US Treasury Regulations, Money and Finance at 31 CFR 208, which requires that federal payments are to be made by EFT to the maximum extent possible. A waiver may be requested and payments received by check by certifying in writing that one of the following situations apply:
1. The payment recipient does not have an account at a financial institution.
 2. EFT creates a financial hardship because direct deposit will cost the payment recipient more than receiving a check.
 3. The payment recipient has a physical or mental disability, or a geographic, language, or literacy barrier.

In order to receive EFT payments the recipient/cooperator shall register in the Central Contractor Registry (CCR). You may register by going to www.ccr.gov and following the instructions provided on line. For assistance, contact the CCR Assistance Center at 888-227-2423 or 269-961-4725.

- P. REFUNDS. Contributions authorized for use by the Forest Service, which are not spent or obligated for the project(s) approved under an approved Project Supplement, will be refunded to the Tribe or authorized for use for new projects by the Tribe.
- Q. DAVIS-BACON OR SERVICE CONTRACT ACT. Federal wage provisions (Davis-Bacon or Service Contract Act) are applicable to any contract developed and awarded under this agreement where all or part of the funding is provided with Federal funds. Davis-Bacon wage rates apply on all public works contracts in excess of \$2,000 and Service Contract Act wage provisions apply to service contracts in excess of \$2,500. The Forest Service will award contracts in all situations where their contribution exceeds 50% of the costs of the contract. If the Tribe is approved to issue a contract, it shall be awarded on a competitive basis.
- R. LEGAL AUTHORITY. The Tribe has the legal authority to enter into this instrument, and the institutional, managerial and financial capability (including funds sufficient to pay nonfederal share of project costs) to ensure proper planning, management, and completion of the project.
- S. PARTICIPATION IN SIMILAR ACTIVITIES. This agreement in no way restricts the Forest Service or the Tribe from participating in similar activities with other public or private agencies, organizations, and individuals.
- T. ALTERNATE DISPUTE RESOLUTION. In the event of any issue of controversy under this agreement, the parties may pursue Alternate Dispute Resolution procedures to voluntarily resolve

those issues. These procedures may include, but are not limited to, conciliation, facilitation, mediation, and fact finding.

- U. MODIFICATION. Modifications within the scope of this agreement shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by all parties, prior to any changes being performed. The Forest Service is not obligated to fund any changes not properly approved in advance.
- V. TERMINATION. Any of the parties, in writing, may terminate the agreement in whole, or in part, at any time before the date of expiration. No party shall incur any new obligations for the terminated portion of the agreement after the effective date and shall cancel as many obligations as possible. Full credit shall be allowed for each party's expenses and all non-cancelable obligations properly incurred up to the effective date of termination. Excess funds shall be refunded within 60 days after the effective period.
- W. AUTHORIZED REPRESENTATIVES. By signature below, the cooperators certify that the individuals listed in this document as representatives of the cooperators are authorized to act in their respective areas for matters related to this agreement.
- X. COMMENCEMENT/EXPIRATION DATE. This agreement is executed as of the date of last signature and is effective through **February 15, 2013**, at which time it will expire.

The parties hereto have executed this agreement as of the last date written below.

SAMUEL N. PENNEY, Chairman
Nez Perce Tribal Executive Committee

Date

TONIA B. GARCIA, Secretary
Nez Perce Tribal Executive Committee

Date

SUZANNE C. RAINVILLE, Forest Supervisor
Payette National Forest

Date

| The authority and format of this instrument has been |

reviewed and approved for signature.	
GLADYS HAMILTON FS Grants & Agreements Specialist	DATE

EXHIBIT A

PROJECT SUPPLEMENT

0x-PA-110412XX-0XX (*Insert Agreement Number Here*)

To Agreement #09-PA-11041200-009

Between the

NEZ PERCE TRIBE

And the

FOREST SERVICE, U.S. DEPARTMENT OF AGRICULTURE

SAWTOOTH NATIONAL FOREST

This Project Supplement is hereby made and entered into by and between the Nez Perce Tribe (Tribe), and the Forest Service, U.S. Department of Agriculture, Payette National Forest (Forest Service), under the authority of the Cooperative Funds and Deposits Act of December 12, 1975, Pub.L. 94-148, 16 U.S.C. 565a1-a-3 and Consolidated Appropriations Act 2008, P.L. 110-161 Division F, Title IV, Sec.417, signed December 26, 2007 as specified under the provisions of Master Participating Agreement No. 09-PA-11041200-009 executed between the parties on (date).

I. GENERAL PROJECT DESCRIPTION (*See Master Participating Agreement provision VII-B to ensure all pertinent information is included.*)

Describe the project name, type of work to be done, magnitude of the project, location, cost of project, etc.

II. PROJECT SPECIFICS

A. The principal contacts for this project supplement are:

<i>Forest Service Project Contact</i>	<i>Tribe Project Contact</i>
Mary Faurot	Mark Reaney Jr., P.E.
Payette National Forest	DFRM/Watershed Division
500 West Lakeside	Nez Perce Tribe
	PO Box 365
McCall, ID 83638	Lapwai, ID 83540
(208)634-0618	(208) 843-7144

B. Specify the types, amounts of, and who will furnish the following:

Equipment, Supplies, Materials

- C. Specify how many people, vehicles, trailers, etc., will be involved. Specify location where the work-crews will meet, timing, work schedules? How will transportation and lodging be arranged?

III. PROJECT TIMELINES

This project will be completed during the period starting __/__/__ and ending __/__/__.

This Project Supplement terminates __/__/__.

IV. BILLING AND PAYMENTS

- A. Tribe's taxpayer ID number is 82-0255928.
- B. Tribe's VEND number for payment by Electronic Funds Transfer is 820255928 C.
- C. **ADVANCE BILLING.** The Forest Service shall bill the Tribe prior to commencement of work for deposits sufficient to cover the estimated costs. No overhead will be assessed. Billings shall be sent to:

Heidi McRoberts
Nez Perce Tribe
Watershed Division
P.O. Box 365
Lapwai, ID 83540

- D. **PAYMENT/REIMBURSEMENT.** The Forest Service shall reimburse the Tribe for the Forest Service's proportional share (**XX%**) of actual expenses incurred, not to exceed **\$XX** (the total of column c in the Financial Plan), reduced by other Federal and nonfederal cash contributions, as shown in the incorporated Financial Plan. The Tribe is approved to submit a lump sum billing. The Forest Service will make payment for its share of project costs upon receipt of an invoice. Each invoice shall display the Tribe's actual expenses to date of the invoice (not just the Forest Service share of actual expenditures), displayed by separate cost elements as documented in the Financial Plan less other Federal and nonfederal cash contributions and previous Forest Service payments. The invoice will also include the Supplemental Agreement Number and the performance period of the work accomplished. The invoice should be forwarded as follows:

Submit original invoice(s) for payment to:
U.S. Forest Service
Albuquerque Service Center
Payments - Grants & Agreements
101B Sun Avenue NE
Albuquerque, NM 87109
FAX: (877) 687-4894

The parties hereto have executed this agreement as of the last date written below.

SAMUEL N. PENNEY, Chairman
Nez Perce Tribal Executive Committee

Date

TONIA B. GARCIA, Secretary
Nez Perce Tribal Executive Committee

Date

SUZANNE C. RAINVILLE, Forest Supervisor
Payette National Forest

Date

The authority and format of this instrument has been reviewed and approved for signature.	
GLADYS HAMILTON FS Grants & Agreements Specialist	DATE

Note: Originals of this document are signed, dated and on file at the NPT-DFRM-Watershed Division offices

APPENDIX B

WEPP (Water Erosion Prediction Project)

Sediment Estimating Methods

The tools available to estimate sediment yield derived from land use changes from natural conditions to agricultural and forested areas include such models as the Revised Universal Soil Loss Equation (RUSLE), the Distributed Hydrology Soil Vegetation Model (DHSVM), and the Water Erosion Prediction Project (WEPP). A review of these and other models led to the selection of the WEPP model for use on this project because it is aimed at the field user, is process based, and has additional computational and input features. The WEPP model has been accepted for use by the Forest Service, Universities, and many other organizations and is now widely used. In addition, it is a regionally derived model that was developed in this area and has been used in nearby watersheds to predict road developed sediment.

THE WEPP: Road MODEL

Research on the sediment production and delivery from unpaved roads has lead to the development and application of the Water Erosion Prediction Project model to forest roads (Elliot and Hall, 1997). The USDA-Water Erosion Protection Project (WEPP; Flannigan and Livingston, 1995; Flanagan and Nearing, 1995) is a computer program based on the use of physical properties to simulate the detachment, transportation, and deposition of sediment by surface runoff. WEPP simulates residue decomposition, plant growth, soil consolidation, infiltration, and tracks soil water content through the use of daily weather data.

The hillslope version of the WEPP model is used to simulate the detachment, transport, and delivery of sediment from each road segment to a concentrated flow channel. In the WEPP: Road model method, surface runoff generated from a road surface can be routed to a ditch, over a fillslope, and through a forested buffer. Physical characteristics of each road are assigned using detailed GPS-assisted road surveys.

The methodology for the process was developed from, and is similar to, previous efforts in other watersheds, most notably work done in the South Fork of the Clearwater River drainage (Boll, Brooks, and Traeumer, 2002). A detailed description of the methods and the process of analyzing the data can be found in a presentation made at the Pacific Northwest ASAE meeting held in September of 2003 (Brooks, Boll, and Elliot, 2003).

Hillslope Version of WEPP

The WEPP hillslope analysis simulates water flow through a series of overland flow elements (OFEs). OFEs can be thought of as specific divisions of the hillslope that have similar soils and vegetation. The assumption is that all of the eroded sediment and runoff leaving a particular OFE is routed downhill to the next OFE. The hillslope version uses four input data files, one each for plant/management characteristics, soil, climate, and slope. Specific management types and plant growth properties are found in the plant/management file, the soil file defines the texture, size, and hydrologic characteristics of the soils in each OFE, daily weather data for the specified period is found in the climate file, and the slope file describes the topography of the OFE. One of the most common forest road conditions leading to sedimentation of streams is shown in Figure 1, where a forest road

experiences erosion between cross drains (Elliot et al., 2000). The runoff from the cross drain is routed over the fill slope and across a buffer area to the stream.

Figure 1: Relationship of Road, Fillslope, Forest Buffer and Stream for the WEPP: Road Program

WEPP: Road

The WEPP:Road interface (Elliot et al., 2000) runs the WEPP hillslope version mentioned above using a template file to fix input parameters based on soil type, road design and road maintenance. Three OFEs make up the “hillslope” in WEPP: Road; the road surface, the fillslope, and the forested buffer. Current WEPP applications are limited to unpaved roads.

DATA COLLECTION

A hand-held Trimble GeoXM™, from the GeoExplorer® CE series, GPS unit is used to collect road attribute data. The road network is broken down into “break points” and “road characteristic points”. Physical features of the road, fill, and buffer were linked to each point through a data dictionary file in the GPS unit.

Figure 2: Conceptual Model of a Road Network

Break points consisted of “high points” and “delivery points” (Figure 2). High points are locations on the road where water diverges into two distinct directions. Delivery points are locations on the road network where water leaves the road prism (i.e. culverts, cross-drains, Kelly humps, water bars, or low points in the road). These break points can be used in the GIS to break up existing road coverage’s into road segments. Each delivery point also serves to record physical features required in the WEPP model. These features include the fillslope gradient, length, and percent cover and forest buffer gradient, cover type and length.

GIS ANALYSIS

The raw WEPP: Road field data is stored on the GPS unit in a project file specific to an area. The field data is then compiled and differentially corrected in the office using the Trimble GeoExplorer software in preparation for analysis. Once the data is corrected, it can then be converted into ArcMap-compatible shape and data files to develop layer files for mapping and other display options. The data can also be compared to existing road layers for accuracy or for modifying layers with new data not previously included.

By taking advantage of the tools available in GIS software, large batch files can be created to simulate many road segments in a relatively short time period. However, it is advantageous to load small areas of road data into individual layers. This will result in smaller attribute files for later use in analyzing the data through the WEPP Interface software on the web.

The ArcMap layer attribute table files are exported to an Excel data base file. Using a “cut and paste” method, spreadsheet data is copied and pasted into corresponding data entry points in the WEPP interface software. Once the data is entered correctly, the WEPP interface program then calculates

predicted Sediment Detachment as sediment leaving the road from the road and Sediment Delivered as sediment leaving the buffer.

This final resulting WEPP data set can be used at the discretion of the user for presentation or further analysis.

POST ANALYSIS FORMATTING

The final product of the analysis results in soil detachment and delivery predictions by delivery point and road segment. Individual road segments and delivery points can be merged together to form continuous road sections that extend from one road junction to the next. These road sections form practical and logistical units that make the analysis process more efficient and meaningful when looking at the road network as a whole. These combined road segments can be clipped in the GIS layer at the boundary of properties or watersheds. The resulting maps can be used to accumulate the total contribution of sediment by road erosion for each delivery point, road segment, and road section.

WEPP GLOSSARY OF TERMS

DELIVERY POINT: A place where water leaves the road. It could be a culvert, water bar, or the lowest dip in a road between two high points in a road segment.

Fill Length (Feet): The distance from the shoulder of the road to the toe of the fill.

Fill Slope (%): The Slope from the shoulder of the road to the toe of the fill.

Fill Cover (%): The amount of live or dead vegetation (grass, weeds, brush and trees) or large rocks covering the fill slope as determined by viewing from above.

Buffer length (Yards): The distance from the toe of the fill to the nearest body of water (stream, creek, or river).

Buffer Slope (%): The slope of the ground from the toe of the fill to the edge of the nearest body of water.

Delivery Type: The way water runs from the delivery point to the stream. This could be either directly into the stream, through a road ditch, through a vegetated buffer, or a gully in a buffer.

HIGH POINT: A high point can be either:

- 1) a highpoint in the road from which water begins flowing towards the delivery point or culvert
- 2) or on a continuously downward sloping road with cross drains, the cross drain is a delivery point for the road segment above it and also becomes a high point for the road segment below it.

Fig. 2 - TYPICAL ROAD PROFILE

INSLOPED ROAD: A road that is not sloped away from the hillside. As opposed to a road that is sloped to the outside.

Road surface: The material that is covering the surface of the road (Gravel, bare, paved, or vegetated).

Road Width (Feet): The distance from one shoulder of the road to the other shoulder of the road.

Vegetated Road Width (ft): The amount of the road width covered with vegetation.

Road Slope (%): The average slope of the road along the centerline.

Road Ruts: Ruts in the road that are deep enough to deliver water to a delivery point.

Ditch Width (Feet): The horizontal width of the active portion of the ditch.

Ditch Cover Type: The material that is covering the ditch (Gravel, bare, paved, or vegetated).

Ditch Cover (%): The amount of live or dead vegetation (grass, weeds, brush and trees) or large rocks covering the ditch as determined by viewing from above.

OUTSLOPED ROAD: A road that is sloped away from the hillside or configured so as to allow water to run over the shoulder of the road and on to the fill slope. As opposed to a road that is sloped to the inside. (See Fig. 3)

CROWNED ROAD (1 DITCH) and (2 DITCH): A road cross-section that is sloped in two directions both insloped and outsloped creating a highpoint or crown in the road surface. (See Fig. 3).

MASS FAILURE: Any large failure of the structural portion of the road that results in significant erosion and delivery of sediment downstream. Examples would be such things as road fills that slough off down the hillside, fills over culverts that slough off and erode downstream creating holes or depressions in the roadway, or road wash outs at stream crossings caused by plugged or inadequately sized culverts.

APPENDIX C

PROJECT MANUAL

SOUTH FORK SALMON RIVER (Salt & Profile Creek) BRIDGES VALLEY CO., IDAHO

NEZ PERCE TRIBE DEPT. OF FISHERIES RESOURCE MANAGEMENT WATERSHED DIVISION

MANUAL # ____

NEZ PERCE TRIBE
DFRM-Watershed Division
P.O. BOX 365
LAPWAI, IDAHO 83540
(208) 843-7144
Fax 843-9192

***SUBCONTRACT DOCUMENTS FOR
SOUTH FORK SALMON
RIVER (Salt & Profile Creek)
BRIDGES
VALLEY CO., IDAHO***

NEZ PERCE TRIBE
DFRM-WATERSHED DIVISION
P.O. BOX 365
LAPWAI, IDAHO 83540
(208) 843-7144
FAX 843-9192

JUNE 29, 2008

BY:

MARK D. REANEY, Jr., P.E.
NPT-DFRM-WATERSHED DIV.
P.O. BOX 365
LAPWAI, IDAHO 83540
(208) 843-7144, ext. 3558
Fax 843-9192
markr@nezperce.org

All work under this Subcontract shall be performed in conformance to the Idaho Standards for Public Works Construction, 2005 Edition.

The following Special Provisions and all addenda issued supplement or modify the Idaho Specifications for Public Works Construction, 2005 Edition and General Wage Decision ID30001.

SUBCONTRACT SPECIAL PROVISIONS:

SOURCE AND COST OF MATERIALS

Material shall be obtained from an approved Contractor furnished source. Pacific Bridge & Construction of Sandy, Oregon is identified as a source provider of these unique structural design-build services and was found to be the only available Contractor with the ability and resources to complete this project within the project time constraints.

COMPLETION TIME AND LIQUIDATED DAMAGES

All work shall be completed within 45 calendar days. Production and stockpiling of aggregate prior to commencement of construction shall not count against work days. Work shall proceed to completion when started. Work adjacent to the creek shall start no sooner than July 15, 2008, nor finish no later than August 15, 2008. All work below the ordinary high water mark shall be completed no later than August 31, 2008.

The amount of Liquidated Damages for failure to complete the work on time on this project will be \$1,500 per day.

SUBCONTRACTOR'S NOTES

UTILITIES

There will be no utility work done concurrent with this project.

EROSION CONTROL

Ground disturbance planned or anticipated inside the proposed work area is limited to roadbed grading, clearing and grubbing, pipe culvert removal and bridge abutment excavation and preparation. Therefore, an erosion control plan will be needed. The FHWA requirements found in 23 CRF 650, Subpart b, Erosion and Sediment Control on Highway Construction Projects shall be adhered to.

TRAFFIC CONTROL REQUIREMENTS

The Contractor will be allowed to close the segment of public road at the bridge replacement work site affected by construction activities.

CLEARING AND GRUBBING

Complete clearing and grubbing to the limits defined by a line drawn 2 feet outside the grading areas to minimize impacts to surrounding area.

REMOVAL OF EXISTING CULVERT

The Contractor shall remove the existing pipe culvert in such a manner as to minimize impacts on Salt and Profilee Creeks.

STRUCTURAL EXCAVATION

Extreme care shall be taken to not destroy the bearing value of the existing soil materials where the bridge abutments are to be placed. Any disturbance shall be remedied by thorough compaction of the bearing soils

prior to placement of a minimum thickness of 6 inches of compacted $\frac{3}{4}$ " - 0 crushed aggregate over an approved geotextile reinforcement fabric.

SEEDING AND MULCHING PERMANENT EROSION CONTROL

This work will be performed by employees of the Nez Perce Tribe.

MOBILIZATION

Clean all construction equipment prior to mobilization to the project area. Remove dirt and plant parts and all materials that could carry noxious weeds into the project area. Only construction equipment so cleaned and inspected by the Engineer will be allowed to operate within the project area. Treat all subsequent move-ins of construction equipment in the same manner as initial move-ins. "Construction equipment" does not include personal vehicles or support equipment that remains on the main travel route.

Prior to move-in, the Contractor will make available all construction equipment for inspection by the Engineer at an agreed upon location 24 hours in advance.

Payment for equipment cleaning is incidental to this pay item and no separate payment will be made.

LOOSE RIPRAP, MACHINE PLACED

Loose riprap shall be uniformly graded and of sufficient size. The Contractor may incorporate existing riprap in new construction.

DESIGN AND ENGINEERING

Pacific Bridge and Construction will provide all design and engineering work for all bridge components. It is understood that this engineering service will be provided by a consultant engineer licensed in the state of Washington.

- ☞ Coordination with Watershed Engineer - Nez Perce Tribe DFRM-Watershed Division – engineered plans and calculations provided to the Tribe- Watershed Engineer for approval

The Nez Perce Tribe has provided all data collection necessary for design and site-specific plans and conceptual design to Pacific Bridge & Construction for their use.

PROJECT CONSTRUCTION

Pacific Bridge & Construction will provide all materials, equipment and labor necessary to install two pre-fabricated concrete bridges, one at Salt Creek with a minimum 20 feet of free span, and one at Profile Creek with a minimum span of 30 feet, at the project sites in Valley County, Idaho.

Construction tasks include:

- ☞ Mobilization in and out
- ☞ Delivery of all bridge components to bridge sites
- ☞ Provide all hardware and materials for assembly and finishing of bridge and abutments
- ☞ Pumped bypass of work site-temporary plastic-lined sandbag diversion dam using screened pump
- ☞ Provide all crushed rock and riprap necessary for proper installation
- ☞ Excavate and place bridge abutment blocks in a manner to provide for a normal high water stream width after placement of riprap
- ☞ Replace any streambed materials stockpiled during excavation
- ☞ Re-grade stream channel to match existing undisturbed streambed conditions and grade
- ☞ Perform all work in accordance to the terms of the projects HPA

Pacific Bridge & Construction may submit one invoice for the total project cost. Invoice shall be paid by the Nez Perce Tribe within 30 days of invoice.

COMPENSATION

The Tribe, upon successful completion of the work by the Contractor, shall compensate Contractor an amount not to exceed \$119,000.00.

INSURANCE

Engineer warrants that workers compensation insurance is purchased for all employees of ENGINEER engaged in the performance of work under this contract and shall provide the Tribe with proof of Insurance to verify the same prior to the execution of this Subcontract. Any change in status of such insurance shall be immediately reported to the Tribe.

CONSTRUCTION CONTRACTS OVER OF \$2,000.00 AND 30 CALENDAR DAYS

Engineer shall provide comprehensive general liability insurance in an aggregate amount of \$500,000.00, which does not exclude the type of work being performed by Engineer under this contract. This requirement may be satisfied by obtaining appropriate endorsement for this particular project to any umbrella policy prior to execution of this contract and any changes in the status of such insurance shall be immediately reported to Tribe.

NOTICES

All notices, requests for changes to contract/bid agreement, demands and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested, or sent by overnight carrier to the following address:

If to the Tribe:

Nez Perce Tribe
Department of Fisheries Resource Management
Watershed Division
P.O. Box 365
Lapwai, ID 83540
Attn: Mark Reaney, Jr., PE

FORUM

This contract shall be construed in accordance with the contract laws of the Nez Perce Tribe, as applicable. In the absence of such laws, the laws of the State of Idaho may be utilized as guidelines by the trier of fact in any tribal court proceeding. The Nez Perce Tribal Court shall be the forum for any dispute which may arise under the terms of this contract.

SOVEREIGN IMMUNITY

The Tribe agrees to waive its sovereign immunity from suit for the sole and limited purpose of enforcement of the terms of this Contract, provided, however, that (1) this waiver is limited to the recovery of no more than the amount of this Contract, and (2) the payment of any amount shall be paid with funds from the program budget and not with any real property belonging to the Nez Perce Tribe, (3) this waiver does not extend to nor allow any award of punitive, exemplary or other damages against the Nez Perce Tribe; and (4) that this limited waiver cannot be construed by the parties to this contract or any third party as a blanket waiver for any other purpose.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in duplicate. One counterpart has been delivered to CONTRACTOR and one to the OWNER. All portions of the Contract

Documents have been signed, initialed or identified by CONTRACTOR and OWNER representatives as identified by on their behalf.

This Contract will be effective on August 22, 2008 (which is the Effective Date of the Agreement). (This Agreement shall not be effective unless and until concurred in by CONTRACTOR AND OWNER designated representatives.)

NEZ PERCE TRIBE:

_____ Date: _____
Samuel N. Penney, NPTEC Chairman

_____ Date: _____
Tonia B. Garcia, NPTEC Secretary

CONTRACTOR:

By: _____ Date: _____
[CORPORATE SEAL]

Attest _____

Address for giving notices:

License No. _____
(Where applicable)

Agent for service of process: _____

(If CONTRACTOR is a corporation or a partnership, attach evidence of authority to sign.)

Designated Representative:

Name: _____

Title: _____

Address: _____

Phone: _____

Facsimile: _____

Note: Originals of this document are signed, dated and on file at the NPT-DFRM-Watershed Division offices

VALLEY COUNTY
YELLOW PINE, IDAHO

DESIGNED	MDR	SCALE: SHOW W/F FOR L&P 1"=12'	NEZ PERCE TRIBE D.F.R.M. WATERSHED DIVISION P.O. BOX 365 LAPWAI, IDAHO 83540	PROJECT ILC Construction Cross Section	COUNTY	NEZ PERCE
DRAWN	MDR	DRAWING DATE DEC 29, 2010	NEZ PERCE TRIBE DFRM	PROFILE CREEK BRIDGE YELLOW PINE, IDAHO NEZ PERCE TRIBE DFRM-WATERSHED	SHEET NUMBER	1 OF 1

VALLEY COUNTY
YELLOW PINE, IDAHO

[illegible]

PROFILE CREEK BRIDGE

VALLEY COUNTY
YELLOW PINE, IDAHO

PROFILE

PLAN

DESIGNED BY NDR	CHECKED BY NDR	DATE 08/25/00	PROJECT NEZ PERCE TRIBE DFRM WATERSHED DIVISION P.O. BOX 365 LAPWAL, IDAHO 83840 NEZ PERCE TRIBE DFRM CROSS SECTION VIEW	PLAN & PROFILE PROFILE CREEK BRIDGE YELLOW PINE, IDAHO NEZ PERCE TRIBE DFRM-WATERSHED	TOWN VALLEY SHEET 3 OF 3
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APPENDIX F

**MODIFICATION #1
To
The Subcontract Titled
South Fork Salmon River (Salt & Profile Creek) Bridges
Between the
NEZ PERCE TRIBE
And
PACIFIC BRIDGE & CONSTRUCTION, INC.**

Modification #1 to the above mentioned Subcontract is hereby made and entered into by and between the Nez Perce Tribe (Tribe) and Pacific Bridge & Construction, Inc. (Pacific Bridge) as specified under the Contract Agreements section of the existing Subcontract executed of August 22, 2008.

It is mutually agreed and understood by and between the parties that:

- A.** On Page 1 of the Subcontract Special Provisions for the **South Fork Salmon River (Salt & Profile Creek) Bridges** project delete the following two paragraphs at the top of that page.

All work under this Subcontract shall be performed in conformance to the Idaho Standards for Public Works Construction, 2005 Edition.

The following Special Provisions and all addenda issued supplement or modify the Idaho Specifications for Public Works Construction, 2005 Edition and General Wage Decision ID30001.

- B.** On Page 1 of the Subcontract Special Provisions for the **South Fork Salmon River (Salt & Profile Creek) Bridges** project under **COMPLETION TIME AND LIQUIDATED DAMAGES**, delete the first paragraph and replace with the following:

All work shall be completed on or before November 30, 2009.

- C.** On Page 2 of the Subcontract Special Provisions for the **South Fork Salmon River (Salt & Profile Creek) Bridges** project under **project construction**, delete the last paragraph as follows:

Pacific Bridge & Construction may submit one invoice for the total project cost. Invoice shall be paid by the Nez Perce Tribe within 30 days of invoice.

- D.** On Page 2 of the Subcontract Special Provisions for the **South Fork Salmon River (Salt & Profile Creek) Bridges** project under **COMPENSATION**, delete the first and only paragraph and replace with the following:

If the Contractor chooses, payment for the work can be made in two installments, one for Prefabrication and the other for Construction Implementation. The agreed upon price for prefabrication in FY08 is \$78,300.00.

The Tribe, upon successful completion of the prefabrication work by the Contractor, shall compensate an amount not to exceed \$78,300.00. The Contractor shall submit an invoice for this payment. Invoice shall be paid by the Nez Perce Tribe within 45 days of invoice.

The remaining \$40,700.00 of the total subcontracted amount of \$119,000.00 will be rescheduled for payment in FY09 following construction. However, recognizing that costs associated with construction, such as fuel, materials, and labor, are variable from year to year, the Contractor may request and the Nez Perce Tribe consider and negotiate with the Contractor to allow for additional payment, should it be necessary in FY09. If agreed upon by both parties and the budget is available, the Contractor shall submit an invoice for this additional payment.

Except as previously set forth in this Modification, all other terms and conditions of the subcontract shall remain unchanged and in full force and effect.

In witness, whereof, the parties hereto have executed this Modification as of the last date written below.

Date: _____
SAMUEL N. PENNEY, Chairman
Nez Perce Tribal Executive Committee

Date: _____
TONIA B. GARCIA, Secretary
Nez Perce Tribal Executive Committee

Date: _____
Steve Copher, Vice President
Pacific Bridge & Construction, Inc.

**Note: Originals of this document are signed, dated and on file at the NPT-DFRM-Watershed
Division offices**

APPENDIX F

2008-2009 MEMORANDUM OF UNDERSTANDING BETWEEN THE NEZ PERCE TRIBE AND VALLEY COUNTY, IDAHO

This MOU is entered into by the Nez Perce Tribe, P.O. Box 365, Lapwai, ID 83540, hereafter referred to as the “TRIBE”, and Valley County, 219 N. Main St., PO Box 1350, Cascade, ID 83611 hereafter referred to as “COUNTY”.

1. PURPOSE:

The purpose of this MOU is to assign project responsibilities to the TRIBE and the COUNTY and transfer ownership and maintenance responsibilities following construction to the COUNTY, for the SALT AND PROFILE CREEK BRIDGES located within the Valley County Forest Roads and Trails Act (FRTA) easement through Payette National Forest lands.

2. MUTUAL BENEFITS:

This project will be mutually beneficial to the TRIBE, the COUNTY, the Payette National Forest and all future generations of anadromous and resident fish and all other aquatic species to restore hydrologic connectivity through removal of the existing fish barrier culverts and replacement with new bridge structures. Upgrading the fish barrier culverts will restore fish passage, passage for all life stages of aquatic species and provide a new bridge that will require little, if no, maintenance for many years to come.

3. TRIBE AGREES TO:

- a. Complete field surveys, project designs, final plans and specifications, cultural resources assessments, project coordination, NEPA compliance and other related work items.
- b. Provide employees from the Nez Perce Tribe Department of Fisheries Resource Management-Watershed Division under the TRIBE’s authority to oversee in the implementation of the culvert removal and bridge construction projects.
- c. Coordinate with the COUNTY and the Payette National Forest on all aspects of the projects from design through implementation.
- d. Subcontract and pay subcontractor for implementation of completed Salt and Profile Creek Bridges.
- e. Transfer ownership and maintenance responsibilities to the COUNTY following completion of subcontract construction activities.

4. THE COUNTY AGREES TO:

- a. Obtain written approval from the Payette National Forest Supervisor or authorized representative for the plans, specification, and written stipulations of the reconstruction, as per the terms of the Public Road Easement dated August 18, 2005 with the Payette National Forest prior to beginning construction.
- b. Conduct all public notifications prior to construction, including notification to the Payette National Forest Public Awareness Officer, Laura Pramuk.
- c. Provide access during the normal work season to the site for the implementation of the above-mentioned projects.
- d. Grant permission to the TRIBE and its' Subcontractors to enter property to perform the tasks and duties described in this agreement.
- e. Assume ownership and maintenance responsibilities for the new bridges following subcontracted construction activities.

5. IT IS MUTUALLY AGREED THAT:

- a. Time Period. This Understanding shall remain in place from the last date signed below until construction of the bridges are completed and accepted. This period is expected to end on or before November 30th, 2009.
- b. Indemnification. Each party agrees to indemnify and hold the other harmless from any and all liability and expense from suits and costs arising from or connected with any of the work performed under this agreement.
- c. Sovereign Immunity. Nothing in this MOU shall be construed as a waiver or diminishment of the Nez Perce Tribe's inherent sovereign immunity.
- d. **Termination. This agreement may be terminated by either party without cause at any time up until the date that construction commences. This contract shall immediately terminate if Tribal BPA funds cease to be available. If any provisions of this MOU are held invalid, the remaining provision shall not be affected and shall remain in full force and effect.**
- e. Amendments. This MOU may be amended at any time by mutual consent of the parties involved if such amendments are signed by each of them.
- f. Force Majeure. If either party is unable to perform its duties as described herein, in whole or in part, the parties shall negotiate in good faith to reach an amicable alternative.

6. CONTACTS:

Nez Perce Tribe DFRM
Emmit E. Taylor, Jr.
Watershed Division
P.O. Box 365
Lapwai, ID 83540
(208) 843-7144 ext. 3544

Valley County Road Dept.
Jerry Robinson, Superintendent
520 S. Front Street
Cascade, Idaho 83611
(208) 382-7195

In witness, whereof, the parties hereto have executed this Memorandum of Understanding as of the last date written below:

For the Nez Perce Tribe:

Samuel N. Penny, NPTEC Chairman

Date

Tonia B. Garcia, NPTEC Secretary

Date

For Valley County:

Gordon Cruickshank, Commissioner

Date

F.W. Eld, Commissioner

Date

Gerald "Jerry" Winkle, Commissioner

Date

Note: Originals of this document are signed, dated and on file at the NPT-DFRM-Watershed Division offices

APPENDIX G