AB 8/13/15

MJ 8/13/15

WASHINGTON STATE Recreation and Conservation Office

Amendment to Project Agreement

Project Sponsor: Tulalip Tribe

Project Number: 09-1277R

Project Title: Qwuloolt Estuary Restoration - Construction

Amendment Number: 12

RCO
AUG 13 2015
SCANNED AB

Amendment Type:

Cost Change

Amendment Description:

The project agreement is increased in the amount of $500,000 of 2015-17 PSAR (effective July 10, 2015) and $88,500 of sponsor match approved by the SRFB on May 6, 2015 and by the SRFB Technical Review Panel on June 14, 2015, to afford completion of the estuary restoration project, and Special Conditions specifying project deliverables are added.

Project Funding:

The total cost of the project for the purpose of this Agreement changes as follows:

	Old Amount		New Amount	
	Amount	%	Amount	%
RCO - ALEA	$456,780.05	23.96%	$456,780.05	18.31%
RCO - PSAR	$1,050,000.00	55.07%	$1,550,000.00	62.12%
Project Sponsor	$400,000.00	20.98%	$488,500.00	19.58%
Total Project Cost	$1,906,780.05	100%	$2,495,280.05	100%
Admin Limit	$0.00	0.00%	$0.00	0.00%
A&E Limit	$317,796.68	20.00%	$575,833.86	30.00%

Agreement Terms

In all other respects the Agreement, to which this is an Amendment, and attachments thereto, shall remain in full force and effect. In witness whereof the parties hereto have executed this Amendment.

State Of Washington
Recreation and Conservation Office

BY: June Skelnick for
Kaleen Cottingham

TITLE: Director

DATE: 7/30/15

Pre-approved as to form:

BY: /S/
Assistant Attorney General

Tulalip Tribe

AGENCY: _____

BY: Mel A Sheldon

TITLE: Chairman

DATE: 8/6/15

RECEIVED
AUG 12 2015
WA STATE RECREATION AND CONSERVATION OFFICE

Amendment Agreement Description

Project Sponsor: Tulalip Tribe
Project Number: 09-1277 R
Project Title: Qwuloolt Estuary Restoration - Construction
Amendment Number: 12

Agreement Description

The Tulalip Tribes, with the US Army Corps of Engineers (Corps), will complete the Qwuloolt Estuary Restoration Project, a broad-based interagency and community effort to restore historic tidal processes and a functioning estuary intertidal marsh system to 400 acres of isolated floodplain within the lower Snohomish River estuary, in Marysville, WA. The project will also restore natural hydrologic connection and functions to two stream systems and provide unrestricted fish access to 16 miles of upstream spawning and rearing habitat. Restoration work includes channel excavation and ditch filling, treatment of invasive reed canary grass, restoration of more than 1 mile of historic and new creek channel with riparian plantings, construction of approximately 4,000 feet of the west setback levee, and breaching the Ebey Slough levee, as well as project permitting, design, and management tasks. These funds will supplement tribal funds to meet a 35% local cost-share obligation for working with the Corps under the Puget Sound and Adjacent Waters Program. Construction project cost is estimated to be $11,800,000 with total project costs exceed $19,000,000 including land acquisition.

Amendment Special Conditions

Project Sponsor: Tulalip Tribe
Project Title: Qwuloolt Estuary Restoration - Construction

Project Number: 09-1277 R
Amendment Number: 12

Special Conditions

Amendment Special Conditions

A. SRFB Review Panel Special Conditions. The $500,000 2015-17 PSAR cost increase was reviewed by the SRFB Technical Review Panel as part of the Early Action PSAR process in 2015 and the cost increase was approved with the following conditions:

1) The 15% contingency value in the Stormwater Utility and 30% contingency value for the Utility/Sewer Line Modifications, provided in the Cost Increase Request Memo are ineligible funding items. Please revise the budget to address the overruns by providing better cost estimates and removing contingency line items. Review Panel received updated documents that satisfied this condition. Cleared by Review Panel July 16, 2015.
2) As part of the final as-built documentation required under the project agreement, the sponsor will provide RCO with both as-built engineering plans prepared per the requirements of Manual 18, Appendix D-4, and a detailed analysis of the reasons for the project management and construction management problems that have caused lengthy delays and significant cost overruns on this project. The intent of this analysis is to provide "lessons learned" to RCO grant managers and other SRFB project sponsors so that these challenges may be avoided or reduced on future projects.

B. Because of the delays in the WA State Legislature approving a capital budget, the $500,000 2015-17 PSAR funding is eligible to reimburesed costs incurred after July 10, 2015.

C. Snohomish Watershed Forum Special Condition: If at the end of the project, the USACOE returns funding to the project sponsor, it will be split between SRFB and Tulalip Tribes with 85% of the refund returning to RCO to replenish the Snohomish watershed's 2015-17 PSAR funding allocation, and 15% of the refund returning to the Tulalip Tribes.

D. Sponsor Matching Fund Commitments:

1) The $490,649.52 of ALEA-required sponsor match associated with Project No. 06-1604 is not added to this project agreement because it is exceeded and satisfied by the $500,000.00 PSAR program funding.
2) The $90,000.00 PSAR required sponsor match associated with Project No. 09-1277 is removed from this project agreement because it is exceeded and satisfied by the $456,780.05 of ALEA program funding.
3) The balance of $366,780.05 in ALEA funds exceeds the $27,000 match (15%) required for the additional increment of PSAR funds awarded through this Amendment No. 7.
4) A balance of $339,780.05 in ALEA funds remains available to match future RCO funding.
5) On September 4, 2014, the SRFB subcommittee approved Amendment 10 to increase project funding by $400,000 of 09-11 PSAR, and requires the sponsor to provide at least a 1:1 match of $400,000 to afford an additional 42,000 CY of structural fill necessary to complete setback levee construction. Further, in order to reserve excess PSAR funding for return to the Puget Sound Partnership at the close of the project, the sponsor is required to first apply all other funding that is secured for this cost increase (e.g., NRCS, Tulalip Tribe, FPbD, NEP, etc.) towards payment of the materials contract, before requesting reimbursement of the PSAR funding.

E. The 06-1604 agreement will be changed to "Closed Not Complete" and restoration work will be completed under this 09-1277 project agreement.

F. In order to facilitate closing the 07-1624 Qwuloolt Design project agreement with submittal of 95% Draft Designs, the final design deliverables will be completed under this 09-1277 project agreement. As per SRFB Policy Manual 18b, Appendix E: Assessments and Designs - Standard Stages of Project Development Defined.

Final Project Design

The final design process should address and resolve all substantial issues that may have been raised in the permitting and stakeholder review process, so that all stakeholders agree on the final plans. As with the preliminary design work, preparation of the final design should be done under the supervision of a licensed professional engineer. Final Design tasks typically include the following:

1. Revision of preliminary design drawings
2. Preparation of additional detailed drawings as needed to clarify the design of specific work items
3. Preparation of technical specifications to fully describe each part of the work.
4. Preparation of a final construction cost estimate
5. Preparation of contract bidding documents and general contract conditions
6. Permits and cultural resource review.

Amendment Special Conditions

Final Project Design would conclude with a comprehensive and detailed set of project drawings, technical specifications, and contract documents (if the project is to be advertised for contractor bidding). An "Engineer's Estimate" of construction cost should also be prepared by the designer, for comparison with estimates provided by general contractors (bids).

Amendment Eligible Scope Activities

Project Sponsor: Tulalip Tribe
Project Number: 09-1277
Project Title: Qwuloolt Estuary Restoration - Construction
Project Type: Restoration
Program: Puget Sound Acq. & Restoration
Amendment #: 12

Project Metrics

Sites Improved

Stream miles restored:	1.00
	Approximately 1 mile will be restored upon breach of Ebey Slough levee. This will be completed in subsequent phases of the project.
Project acres to be restored:	354.00
	400 acres is the project area. 354 acres of new salt marsh habitat will be restored with this funding.

Restoration Metrics

Worksite #1, Qwuloolt

Targeted salmonid ESU/DPS (A.23):	Chinook Salmon-Puget Sound ESU, Chum Salmon-Puget Sound/Strait of Georgia ESU, Coho Salmon-Puget Sound/Strait of Georgia ESU, Pink Salmon-Odd year ESU, Steelhead-Puget Sound DPS
Targeted species (non-ESU species):	Bull Trout, Searun Cutthroat
Project Identified In a Plan or Watershed Assessment (C.0.c):	Snohomish River Basin Salmon Conservation Plan, 2005
Type Of Monitoring (C.0.d.1):	None

Estuarine / Nearshore Project

Total Amount Of Estuarine / Nearshore Acres Treated (C.9.b):	400.0
	Project area is 400 acres. 354 acres of new salt marsh habitat will be restored with this funding.

Channel modification (C.9.c.1)

Yards of Channel Modified/Created (C.9.c.2):	750
	constructed about 6500 ft of channel (stream and tidal)
Acres of Estuary Treated (C.9.c.3):	400.0
	Project area is 400 acres. 354 acres of new salt marsh habitat will be restored with this funding.

Dike Or berm modification / removal (C.9.d.1)

Miles Of Dikes Removed (C.9.d.2):	0.33
Acres of Habitat Made Available To Salmonids through dike or berm modification/removal (C.9.d.3):	354.0
	Project area is 400 acres. 354 acres of new salt marsh habitat will be restored with this funding.

Estuarine/nearshore planting

Acres of estuarine / nearshore planted:	20.0

Fill placement (C.9.h.1)

Acres of Estuary Treated with fill placement (C.9.h.2):	8.0
	5 acres ditch filling, 3 acres berms

Amendment Eligible Scope Activities

General restoration activities

Restoration signs

Number of signs installed: 2

Cultural Resources

Cultural resources

Permits

Obtain permits

Architectural & Engineering

Architectural & Engineering (A&E)

PUGETSOUND PARTNERSHIP

PSP APPROVAL

March 24, 2015

Elizabeth Butler
Recreation and Conservation Office
P.O. Box 40917
Olympia, Washington 98504-091

Re: Approval of Cost Increase for the Qwuloolt Estuary Restoration Project #09-1277 of up to $500,000.

Dear Ms. Butler:

The Puget Sound Partnership approves the Snohomish Basin Lead Entity's request for a cost increase of up to $500,000 for the Qwuloolt Estuary Restoration project #09-1277. In addition, the Partnership supports the use of the early action approval process and the intended use of the Snohomish Basin Lead Entity's pending PSAR Regular fund allocation for the 2015-17 biennium to cover this cost increase.

Your timely attention to this matter is appreciated.

Sincerely,

Michael L. Blanton
PSAR Program Manager

Cc: Denise Di Santo Lead Entity Coordinator
Morgan Ruff, Snohomish Program Cordinator
Jeanette Dorner, Salmon and Ecosystem Recovery Director, PSP
Heather Cole, Ecosystem Recovery Coordinator, PSP

THE TULALIP TRIBES

Board of Directors:

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Theresa Sheldon - Board Member
Misty Napeahi – Interim General Manager

6406 Marine Dr. TULALIP, WA 98271
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The Tulalip Tribes are the successors in interest to the Snohomish, Snoqualmie, and Skykomish tribes and other tribes and bands signatory to the Treaty of Point Elliot

TULALIP REQUEST

To: Recreation and Conservation Office, Salmon Recovery Funding Board
From: Tulalip Tribes, Kurt Nelson, Environmental Divisions Manager
March 30, 2015

Request: Tulalip Tribes is requesting $500,000 from the Snohomish Basin Salmon Recovery Forum's local allocation of PSAR funds for stormwater and infrastructure elements, USACE levee breach construction costs, and other anticipated construction costs. This request is the Snohomish Basin's 2015-2017 PSAR allocation. Tulalip Tribes will provide 15% match to include $75,000 cash and $13,500 from EPA 319 Federal Funding.

2015 Cost Increase Rationale:
The request for the additional funding is to cover the costs of:

- **Stormwater Infrastructure Modifications**: Initially all stormwater infrastructure modifications were funded using other grant sources. However, with additional material needs, changes to material specifications, and timing of when these needs were realized; reduced construction efficiencies due to delays delivering materials and working in deteriorated conditions (wet season), those funds were shifted to levee construction to ensure construction continued. The stormwater and utility elements are necessary to achieve the restoration function at Qwuloolt to treat affected water coming into the site and to ensure utilities are not impacted by the restoration project.
- 2015 construction costs described below, are necessary to complete the levee and levee breach.

The Tulalip Tribes applied for National Coastal Wetlands Grant Funds as soon as it was apparent that additional resources were necessary for stormwater infrastructure construction. USFWS did not select the application for funding. At this point there are no other identified opportunities other than the local PSAR allocation.

This funding shortfall leaves the following project elements unfunded:

Activity	Description	Total
Stormwater elements	• Stormwater retrofits for existing facilities – engineering support, construction, and construction management • Improved treatment of existing outfalls on the perimeter of the project. • Prevention of stormwater flooding	$142,100
Utility/Sewer line adjustment	• 200 feet of sewer line that is within the project area – engineering support, construction, and construction management	$101,000
USACE Levee Breach and	Additional Corps Project Costs - • Corps and Contractor Request for Equitable	$345,400

Construction Costs	Adjustment (REA) payments for 2014/2015 • USACE related project costs for phase 2 – levee breech and final levee construction	
	Total	$588,500.00

15-17 PSAR Request:	$500,000
Tulalip Tribes Match:	$75,000
Federal EPA 319 funds:	$13,500
Total:	**$588,500**

Tulalip Tribes will make every effort to limit additional cost overruns, and hopes to be able to return 2015-17 PSAR funding to the Snohomish Basin, if full funding is not needed to successfully complete this estuary restoration project. Tulalip Tribes also requests authority to apply any line item construction cost savings to other eligible restoration construction line items, should actual costs rise above the estimated amount.

Potential consequences of not receiving this funding
If funds are not secured for Qwuloolt by July, it is likely the breach (currently scheduled for Oct 2015) would be delayed with an additional substantial increase in costs due to this delay.

Project Milestones and changes:
If this $588,500 15-17 PSAR cost increase is approved, the schedule for levee and breach will remain the same, with project completion by the Project Agreement End Date of December 31, 2015.

Existing PSAR Funds remaining from the $400,000 09-11 PSAR Cost Increase approved in September 2014:

Currently $209,692 09-11 PSAR funds remain unspent from the 2014 SRFB approved cost increase.. These funds were requested specifically to cover the additional levee construction materials necessary to complete the setback dike, not covered by existing funds. Tulalip Tribes applied other funds to cover a portion of these material costs. However there were additional cost increases to levee construction from material-related delays (it takes time to deliver material), which were borne by the Corps contractor and submitted to the Corps as Requests for Equitable Adjustments (REA's). Tulalip Tribes requests authority to apply any balance remaining in 09-11 PSAR funding to cover other eligible restoration construction costs that are currently unfunded if possible, including stormwater final design, berm resloping and berm and perimeter planting not previously accomplished.

Timeline:
Construction of the stormwater elements will begin as soon as funding is secured. If funding is secured by July 1, 2015 it is expected that the stormwater elements will be completed by 9/30/2015. These elements will need to be completed prior to the final breach, scheduled for late fall 2015.

Additional information: Qwuloolt Estuary Restoration Project Background and SRFB/PSAR funding summary

The Qwuloolt Estuary Restoration Project represents a broad-based interagency and community effort to restore historic tidal processes and a functioning estuary intertidal marsh system to 400 acres of isolated floodplain within the lower Snohomish River Estuary. The project will also restore natural hydrologic connection and functions to two stream systems and provide unrestricted fish access to 16 miles of upstream spawning and rearing habitat. Restoration will involve breaching the levee along Ebey Slough, installing a setback levee to protect adjacent properties located in the floodplain, filling existing ditches, excavating stream and tidal channels, constructing berms (site relief), and planting native shrub and tree species in shoreline riparian areas and constructed berms.

Multiple resource assessment and watershed planning efforts within the region have identified the Qwuloolt Project as a priority for intertidal marsh restoration and salmon recovery, starting as far back as the 1974 agreement, "Recommendations for Comprehensive Land Use Planning and Flood Control for the Snohomish Basin". The 2005 Snohomish River Basin Salmon Conservation Plan (Plan) stated that the quality and quantity of rearing habitat in the nearshore, estuary, and mainstem of the river is the primary factor limiting Chinook salmon in the Snohomish Watershed. The Qwuloolt Project will have a direct benefit on this federally threatened species, as well as steelhead and bull trout, and other salmonids by restoring access to limited fresh to salt water critical transitional estuary habitat. Specifically, the Qwuloolt project will contribute to restoration of 400 acres of the 1,237 acre target for estuarine habitat restoration as outlined in the Plan.

Overall Project Objectives are to:

- Restore natural tidal and riverine processes to 400 acres of historic estuary
- Restore fish access to 400 acres of critical rearing habitat
- Restore natural hydrologic connection to two small stream systems
- Restore unrestricted fish access to 16 miles of upstream spawning and rearing habitat

Project Phases and Components

Because of the large-scale and complex nature of this project, construction has been divided into phases and components to be completed over multiple years:

Phase 1- Interior Site Components:

This phase involves filling existing ditches, excavating stream and tidal channels, constructing berms (site relief), and planting native shrub and tree species in shoreline riparian areas and constructed berms. This phase is currently ongoing and will occur concurrently to the other project components

Phase 2- Levee Construction Component:

This component of the project will be under the management of the U.S. Army Corps Of Engineers (USACOE), under their Puget Sound and Adjacent Waters Program. Puget Sound Acquisition and Restoration (PSAR) funds from this grant will be used as part of the local cost share for work performed by the USACOE. Specifically, the PSAR funds will be used for levee construction and project management in 2013 along the western edge of the project site. Levee construction is currently underway and is scheduled to be completed in 2013 and 2015. A majority of the levee will be constructed in 2013. Levee settlement is anticipated, which will require additional filling, final grading and rock work in 2014.

Phase 3- Levee Lowering and Breaching Component:

This last step of the restoration project will involve lowering approximately 1500 feet of levee and construction of a 260 foot wide breach in the levee along Ebey Slough, at the southern edge of the project site. This will also be performed by the USACOE under their Puget Sound and Adjacent Waters Program.

THE TULALIP TRIBES

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To: Recreation and Conservation Office, Salmon Recovery Funding Board
From: Tulalip Tribes, Kurt Nelson, Environmental Divisions Manager
May 8, 2015

Request: Tulalip Tribes is requesting $500,000 from the Snohomish Basin Salmon Recovery Forum's local allocation of 2015-17 PSAR funds for Qwuloolt estuary restoration work. The following is budget narrative which provides additional details to the request.

2015 Final Construction Elements:
We are requesting funds for the final construction elements for the Qwuloolt Estuary Restoration project so that full restoration of the project site can be achieved. This includes completing necessary elements to ensure that the levee breach can achieve maximum inundation without compromising existing infrastructure and provide sufficient funding to manage the final construction phase of the project.

Stormwater Utility Infrastructure Modifications: Three stormwater utility outfalls currently discharge below the 12 foot elevation and are within an area that will be subject to infrequent tidal flooding. All three sites will have their outfalls and discharge treatments shifted upslope out of the flood prone area. The outfalls consist of catchbasins, HDPE pipes, and treatment swales. The modifications will improve stormwater treatment and ensure they are not impacted by the restoration project. The total cost can be found in Table 1. This cost include completing designs (currently at 95%), surveying, removing and replacing 100 feet of fence and 300 feet of paved trail, engineering support, and a 15% contingency.

Utility/Sewer Line Modifications: The City of Marysville requested that a portion of their ductile iron sanitary sewer force main east of the Sunnyside Pump Station be protected from possible accelerated corrosion caused by the estuary restoration project. Protections include replacement of the ductile iron force main with HDPE pipe and provide cathodic protection at the pipe end points. The unit cost and total cost can be found in Table 1. These costs include completing designs (currently at 35%), surveying, construction support, and a 30% contingency.

Table 1: 2015-17 PSAR funding would be used to afford the following construction elements:

Activity	Description	Total
Stormwater elements	• Three stormwater outfall relocation and improvements, includes replacing 5 catchbasins, installing 225 feet of HDPE, removing 140 feet of pipe, excavating 300 feet of treatment swale, remove and replace 100 feet of fence and 300 feet of paved trail. Cost per outfall averages $47,367.	$142,100

Utility/Sewer line adjustment	• Replace 200 feet of a ductile iron sanitary sewer force main with HDPE pipe of the same diameter and include cathodic protection. Unit Cost $505/linear foot	$101,000

2015 Levee & Breach Construction Management and Oversight: Due to the extension of the levee construction over a three year time period, instead of two years as originally proposed, the amount needed for construction oversight and management has increased. The USACE currently has insufficient construction management funds to complete the actual construction and is requesting funds from the local sponsor to cover those cost through the end of the year. These funds will be used to cover contracting and project support branch costs (e.g. contract modifications, payments, coordination), and include the project manager, contracting staff, and technical services staff (e.g. environmental, soils); engineering section costs cover construction coordination, inspections, surveys, and compliance monitoring, and include the project engineer, quality assurance staff, and hydraulic engineer; and real estate branch costs incurred to close out the agreement, which includes a real estate assessment . The value of the real estate where the project takes place was part of the local nonfederal sponsor contribution to the project so they are required to perform an assessment (appraisal of the 23 parcels under Tribal ownership) to determine land value.

Activity	Description	Total
USACE Final Levee Construction and Breach Oversight and Management	• Construction oversight and management costs for 2015 levee construction and final breach ○ Contract Supervision and Administration $175,400 ○ Engineering during construction $120,000 ○ Real Estate Closeout $ 50,000	$345,400

Potential consequences of not receiving this funding
If funds are not secured for Qwuloolt by July, it is likely the breach (currently scheduled for Oct 2015) would be delayed with an additional substantial increase in construction costs due to this delay.

Final Construction
USACE Final Construction Phase includes lowering 1400 ft of old levee, constructing a new outlet channel, and sloping, rocking and installing a stormwater outfall in the setback levee constructed last year, and placing additional materials on the levee that subsided during the levee resting period, and building of the stability berms along the levee toe (2.3 million). These projects elements are currently funded.

Tribal Final Interior Site Component Construction (0.6 million) includes:

- Completing berm construction (415 ft at $37.6/ft)
- Completing the west side stormwater pond (excavating 14,520 cy at $6.5/cy and planting)
- Relocating and upgrading stormwater outfalls on the eastside (see above)
- Replacing 200 ft of force main sewer line (see above)
- Complete site preparation (e.g. remove culverts, mow debris removal)
- Planting berms and maintenance planting of perimeter
- Tidegate filling with CDF and sealing (three tidegates at 6 ft. x 54 ft.) at $13,667/culvert

Timeline:
Both the USACE and the Tribal Construction Components are scheduled to be completed by September of 2015. The Tribal Construction Components will begin as soon as funding is secured. If funding is secured by July 1, 2015 it is expected that the stormwater elements will be completed by 9/30/2015. These elements will need to be completed prior to the final breach, scheduled for late fall 2015.

Additional information: Qwuloolt Estuary Restoration Project Background
The Qwuloolt Estuary Restoration Project represents a broad-based interagency and community effort to restore historic tidal processes and a functioning estuary intertidal marsh system. The project area encompasses 400 acres of floodplain within the lower Snohomish River Estuary, and will restore or reestablish 354 acres of tidal wetland, construct and reconstruct approximately 3 miles of stream and tidal channels, establish approximately 13 acres of riparian buffer, fill 1.5 miles of ditch, and 1.3 miles of berms, which provide site relief for wave attenuation and riparian and wetland plant community diversification. The project will also restore natural hydrologic connection and functions to two stream systems and provide unrestricted fish access to 16 miles of upstream spawning and rearing habitat.

SNOHOMISH BASIN SALMON RECOVERY FORUM
Meeting Summary
Thursday, February 5, 2015 • 9:00 a.m. - Noon
Waltz Building, Snohomish

FORUM APPROVAL

On February 5, 2015, the Snohomish Basin Salmon Recovery Forum (the Forum) met for a regularly scheduled meeting from 9:00 a.m. until 12:00 noon. The following persons were in attendance:

Attendee	Organization
Andrew McDonnell	Snohomish PUD
Bob Heirman	Snohomish County Sportsmen's Association
Brett Gaddis	Snohomish County Surface Water Management
Denise Di Santo	Snohomish County Surface Water Management
Doug Hennick	Wild Fish Conservancy
Erin Auzins	King County
Gregg Farris	Snohomish County Surface Water Management
Heather Cole	Puget Sound Partnership
Jamie Bails	Washington Department of Fish and Wildlife
Jim Miller	City of Everett
Josh Kubo	Tulalip Tribes
Karen Stewart	Stilly-Snohomish LIO
Kimberly Ordon	Tulalip Tribes
Kirk Lakey	Washington Department of Fish and Wildlife
Kurt Nelson	Tulalip Tribes
Michael Sheehan	Snohomish County Surface Water Management
Monte Marti	Snohomish Conservation District
Morgan Ruff	Tulalip Tribes
Neil Wheeler	Coordinated Diking Council
Paul Crane	City of Everett
Perry Falcone	Snoqualmie Watershed Forum
Robert Sendry	Sound Salmon Solutions
Scott Powell	City of Seattle
Terry Williams	Tulalip Tribes

1. **Introductions, Agenda, and Announcements**
   - **Forum Chair Terry Williams called the meeting to order at 9:07 a.m.**
     - Attendees introduced themselves. Terry welcomed new Forum member Erin Auzins, representing King County. Denise Di Santo provided Erin a new-member information packet.

2. **Forum Business**
   - **Review and adopt policy and procedure for letters of support requests:**
     - Denise Di Santo provided the Forum with copies of a draft policy and a procedures form for responding to requests for letters of support, which she asked the Forum to approve and adopt. After discussion, **the Forum approved the policy and directed that small edits be made to the procedures form. Michael Sheehan will make the edits and send out a revised form to the Forum.** It was determined that no further action or approval

would be needed, though attendees expressed an interest in the possibility of creating an additional procedures form to be used for less grant-specific requests, such as for programmatic initiatives.

- **Review and adopt letter to legislators:**
  - Denise Di Santo provided the Forum with copies of a draft letter to all legislators whose jurisdictions are within the boundaries of WRIA 7. The letter is written for the purpose of advocating for certain legislative priorities. Denise asked the forum to approve and authorize the letter. Discussion ensued.

    Monte Marti asked why there couldn't be a line supporting funding for the Conservation Commission, the parent funding source for Conservation Districts. Denise told the Forum that this request was considered at the Policy Development Committee (PDC) meeting on January 15, 2015, and it was concluded by the PDC that the purpose of this letter should remain specific to funding programs rather than to support organizations directly. Monte pointed out that support contained in the letter for the Floodplains by Design initiative was not salmon recovery-specific and that the Conservation Districts allocate resources to salmon recovery.

    Terry Williams suggested that a short, introductory paragraph could be incorporated that would lay out broader support for legislative priorities, so long as there was a salmon benefit, and that it could satisfy Monte's request. **The Forum directed Denise to draft an additional sentence, with Monte's review, for further approval before sending the letter.**

- **Lead Entity Work Planning**
  - Denise Di Santo asked the Forum to approve and adopt the 2015 Snohomish Basin Work Plan, and brief discussion followed. **The Forum approved and adopted the 2015 Snohomish Basin Work Plan.**

3. **Break – Chair Terry Williams leaves meeting for other obligation, Vice Chair Jim Miller assumes role of Chair.**

4. **Forum Business (Continued)**
   - **Qwuloolt Funding Shortfall**
     - Morgan Ruff and Kurt Nelson, Tulalip Tribes, presented information on the funding history of the Qwuloolt project, revealing an approximate $243,000-$500,000 shortfall due to unforeseen circumstances with respect to fees due to the Army Corps of Engineers (The Corps). Kurt Nelson described the issues with the Corps, and asked the Forum to authorize the utilization of up to $500,000 in 2015's PSAR funds to meet the shortfall.

       Gregg Farris spoke about the funding of Snohomish County's Smith Island project and offered that the County supports the Qwuloolt project and has no issue with Qwuloolt being awarded the amount being sought. The potential allocation of funds to this estuary project would not impact the schedule for the Smith Island project.

       The Forum approved an expedited PSAR early action funding process of up to $500,000 in PSAR funds to be used to cover the Qwuloolt funding shortfall.

- **Three Year Work Plan and Basin Reporting**
  - Morgan Ruff outlined the changes to the 3-Year Work Plan, and presented a proposed timeline for transitioning to a four-year cycle, with biennial review. She requested that any project that may be considered for 2015's SRFB round be on the 3-Year Work Plan by May. **The Forum approved the timeline.**

- **Review and adopt SRFB Round Schedule and RFP**
  - Michael Sheehan reviewed the DRAFT 2015 SRFB Grant Schedule and DRAFT 2015 SRFB Request for Proposals (RFP). Michael highlighted key dates, and requested Forum approval of the schedule and the RFP. **The Forum approved the 2015 SRFB Grant Schedule and the 2015 SRFB RFP.**

5. **Presentation**
   - **Success Story: Lower Skykomish River Restoration**
     - Brett Gaddis presented an excellent PowerPoint presentation on the efforts of restoring a reach of the Lower Skykomish River; the projects used multiple techniques, providing benefits to salmon habitat. The projects required significant landowner and multi-agency partnering to complete.

6. **Snohomish Basin Updates**
   - **Snoqualmie Forum Update**
     - Perry Falcone presented an update on the Snoqualmie Forum. He announced that the annual Cooperative Watershed Grant program's deadline is February 18. Perry reported on the two meetings held in Carnation on January 15th by the Snoqualmie Forum to discuss the Tolt River floodplain management approaches at King County. Both meetings were well attended with approximately 130 citizens, in total, attending the two meetings.

7. **Regional Updates**
   - **Puget Sound Partnership**
     - Heather Cole presented the Puget Sound Partnership (PSP) regional update, and provided the attendees with a two-page Watershed Groups Review that outlines the Partnership's recommendations to the legislature pursuant to the Watershed Proviso.

   - **Puget Sound Salmon Recovery Council**
     - Denise Di Santo presented the Puget Sound Salmon Recovery Council (PSSRC) update. She represented WRIA 7 at the meeting in lieu of Scott Powell, who was unable to attend. Denise reported that the highlights of the meeting were: the Four Year Work Plan and biennial reporting process was adopted at the request of Jeannette Dorner of the, and that recent WDFW research findings showed that the Snohomish River samples of juvenile Chinook revealed high levels of flame retardant chemicals (PBDEs). Denise reports that the final report is due in June and efforts made to identify the source of the chemicals will be tracked. This was a next step identified in the research nut the proposal to conduct this effort has yet to be defined.

8. **Adjourn**
   - Jim Miller adjourned the meeting at 11:58 a.m. The next Forum meeting will be held on May 7, 2015 at the Waltz Building in Snohomish.

Amendment Special Conditions

Project Sponsor: Tulalip Tribe
Project Title: Qwuloolt Estuary Restoration - Construction

Project Number: 09-1277 R
Amendment Number: 12

Special Conditions

Amendment Special Conditions

A. SRFB Review Panel Special Conditions. The $500,000 2015-17 PSAR cost increase was reviewed by the SRFB Technical Review Panel as part of the Early Action PSAR process in 2015 and the cost increase was approved with the following conditions:

1) The 15% contingency value in the Stormwater Utility and 30% contingency value for the Utility/Sewer Line Modifications, provided in the Cost Increase Request Memo are ineligible funding items. Please revise the budget to address the overruns by providing better cost estimates and removing contingency line items. Review Panel received updated documents that satisfied this condition. Cleared by Review Panel July 16, 2015.
2) As part of the final as-built documentation required under the project agreement, the sponsor will provide RCO with both as-built engineering plans prepared per the requirements of Manual 18, Appendix D-4, and a detailed analysis of the reasons for the project management and construction management problems that have caused lengthy delays and significant cost overruns on this project. The intent of this analysis is to provide "lessons learned" to RCO grant managers and other SRFB project sponsors so that these challenges may be avoided or reduced on future projects.

B. Because of the delays in the WA State Legislature approving a capital budget, the $500,000 2015-17 PSAR funding is eligible to reimburesed costs incurred after July 10, 2015.

C. Snohomish Watershed Forum Special Condition: If at the end of the project, the USACOE returns funding to the project sponsor, it will be split between SRFB and Tulalip Tribes with 85% of the refund returning to RCO to replenish the Snohomish watershed's 2015-17 PSAR funding allocation, and 15% of the refund returning to the Tulalip Tribes.

D. Sponsor Matching Fund Commitments:

1) The $490,649.52 of ALEA-required sponsor match associated with Project No. 06-1604 is not added to this project agreement because it is exceeded and satisfied by the $500,000.00 PSAR program funding.
2) The $90,000.00 PSAR required sponsor match associated with Project No. 09-1277 is removed from this project agreement because it is exceeded and satisfied by the $456,780.05 of ALEA program funding.
3) The balance of $366,780.05 in ALEA funds exceeds the $27,000 match (15%) required for the additional increment of PSAR funds awarded through this Amendment No. 7.
4) A balance of $339,780.05 in ALEA funds remains available to match future RCO funding.
5) On September 4, 2014, the SRFB subcommittee approved Amendment 10 to increase project funding by $400,000 of 09-11 PSAR, and requires the sponsor to provide at least a 1:1 match of $400,000 to afford an additional 42,000 CY of structural fill necessary to complete setback levee construction. Further, in order to reserve excess PSAR funding for return to the Puget Sound Partnership at the close of the project, the sponsor is required to first apply all other funding that is secured for this cost increase (e.g., NRCS, Tulalip Tribe, FPbD, NEP, etc.) towards payment of the materials contract, before requesting reimbursement of the PSAR funding.

E. The 06-1604 agreement will be changed to "Closed Not Complete" and restoration work will be completed under this 09-1277 project agreement.

F. In order to facilitate closing the 07-1624 Qwuloolt Design project agreement with submittal of 95% Draft Designs, the final design deliverables will be completed under this 09-1277 project agreement. As per SRFB Policy Manual 18b, Appendix E: Assessments and Designs - Standard Stages of Project Development Defined.

Final Project Design

The final design process should address and resolve all substantial issues that may have been raised in the permitting and stakeholder review process, so that all stakeholders agree on the final plans. As with the preliminary design work, preparation of the final design should be done under the supervision of a licensed professional engineer. Final Design tasks typically include the following:

1. Revision of preliminary design drawings
2. Preparation of additional detailed drawings as needed to clarify the design of specific work items
3. Preparation of technical specifications to fully describe each part of the work.
4. Preparation of a final construction cost estimate
5. Preparation of contract bidding documents and general contract conditions
6. Permits and cultural resource review.

Amendment Special Conditions

Final Project Design would conclude with a comprehensive and detailed set of project drawings, technical specifications, and contract documents (if the project is to be advertised for contractor bidding). An "Engineer's Estimate" of construction cost should also be prepared by the designer, for comparison with estimates provided by general contractors (bids).

Salmon Recovery Funding Board
Individual Comment Form

WASHINGTON STATE RECREATION AND CONSERVATION OFFICE
Salmon Recovery Funding Board

Lead Entity:	Snohomish
Project Number:	09-1277
Project Name:	Qwuloolt Estuary Restoration- Construction (Budget Increase Request)
Project Sponsor:	Tulalip Tribe
Grant Manager:	Elizabeth Butler

	Date	Status[1]
Post-Application		**Conditioned**
Final		

PROJECT SUMMARY (*for Review Panel reference only*)

The sponsor requests $500,000 from the WRIA 7 allocation of 2015-2017 PSAR funds to cover the cost of construction activities scheduled for 2015 related to finishing the large-scale Qwuloolt Estuary Restoration Project in the Snohomish River Estuary. The project's existing funding is insufficient to pay for these activities due to construction and construction management cost overruns incurred during the previous two construction seasons. The cost overruns were approved by the U.S. Army Corps of Engineers (USACE), which is managing the project on behalf of the sponsor. The SRFB approved a previous cost increase of $400,000 from return 2009-2011 PSAR funds on September 4, 2014. To date, RCO has committed about $1,507,000 in PSAR and ALEA funds to this project, whose total budget currently exceeds $19M.

FINAL REVIEW PANEL COMMENTS

Date:
Review Panel Member(s):

Final Project Status: Choose an item.

1. **If the project is a POC, please identify the SRFB criteria used to determine the status of the project:**
2. **If the project is Conditioned, the following language will be added to the project agreement:**
3. **Other comments:**

Review Panel

POST-APPLICATION REVIEW PANEL COMMENTS

Date: **May 23, 2015**
Review Panel Member(s): Tom Slocum and Kelley Jorgensen

Project Status: Conditioned

1. **If the project is a POC, identify the SRFB criteria used to determine the status of the project:**
2. **If the project is a POC, identify the changes that would make this a technically sound project:**
3. **If the project is Conditioned, the following language will be added to the project agreement:**

The review panel recommends approval of the cost increase (up to $500,000) request subject to the following conditions.

[1] CLEAR: Cleared to proceed; CONDITIONED: Cleared to proceed with a condition; NMI: Needs More Information; POC: Project of Concern; NOTEWORTHY: Exemplary Project

1) The 15% and 30% contingency values for Stormwater Utility and Utility/Sewer Line Modifications, respectively, that were provided in the Request Memo are ineligible funding items. Please revise the budget to address the overruns by providing better cost estimates and removing contingency line items.

2) As part of the final as-built documentation required under the project agreement, the sponsor will provide RCO with both as-built engineering plans prepared per the requirements of Manual 18, Appendix D-4, and a detailed analysis of the reasons for the project management and construction management problems that have lead to lengthy delays and significant cost overruns on this project. The intent of this analysis is to provide "lesssons learned" to RCO grant managers and other SRFB project sponsors so that these challenges may be avoided or reduced on future projects.

4. **General comments:**
Due to the sponsor's contractual arrangement with the USACE, the sponsor was not in control of the construction management decisions that lead to the cost overruns. The sequencing of construction tasks requires that the key design element that will directly benefit salmon recovery (i.e. breaching of the old levee) must wait until all interior site construction tasks are completed. At this late stage, the process of redesigning the project to reduce the scale of interior site improvements would probably cost more than it potentially could save. Construction of the interior site improvements through this cost increase request is therefore recommended in order for the project to achieve its goal of restoring nearshore habitat processes.

⚠ SPONSOR RESPONSE INSTRUCTIONS:

If your project is not cleared (i.e. has a status of NMI, Conditioned, or POC) you must update your proposal, PRISM questions, or attachments as necessary to address the review panel's comments. Use track changes when updating your proposal. Fill out the section at the end of your project proposal to document how you responded to comments.

DRAFT APPLICATION / SITE VISIT REVIEW PANEL COMMENTS

Date: **Project Site Visit?** ☐ Yes ☐ No
Review Panel Member(s):

1. **Recommended improvements to make this a technically sound project according to the SRFB's criteria:**

2. **Missing Pre-application information.**

3. **General Comments:**

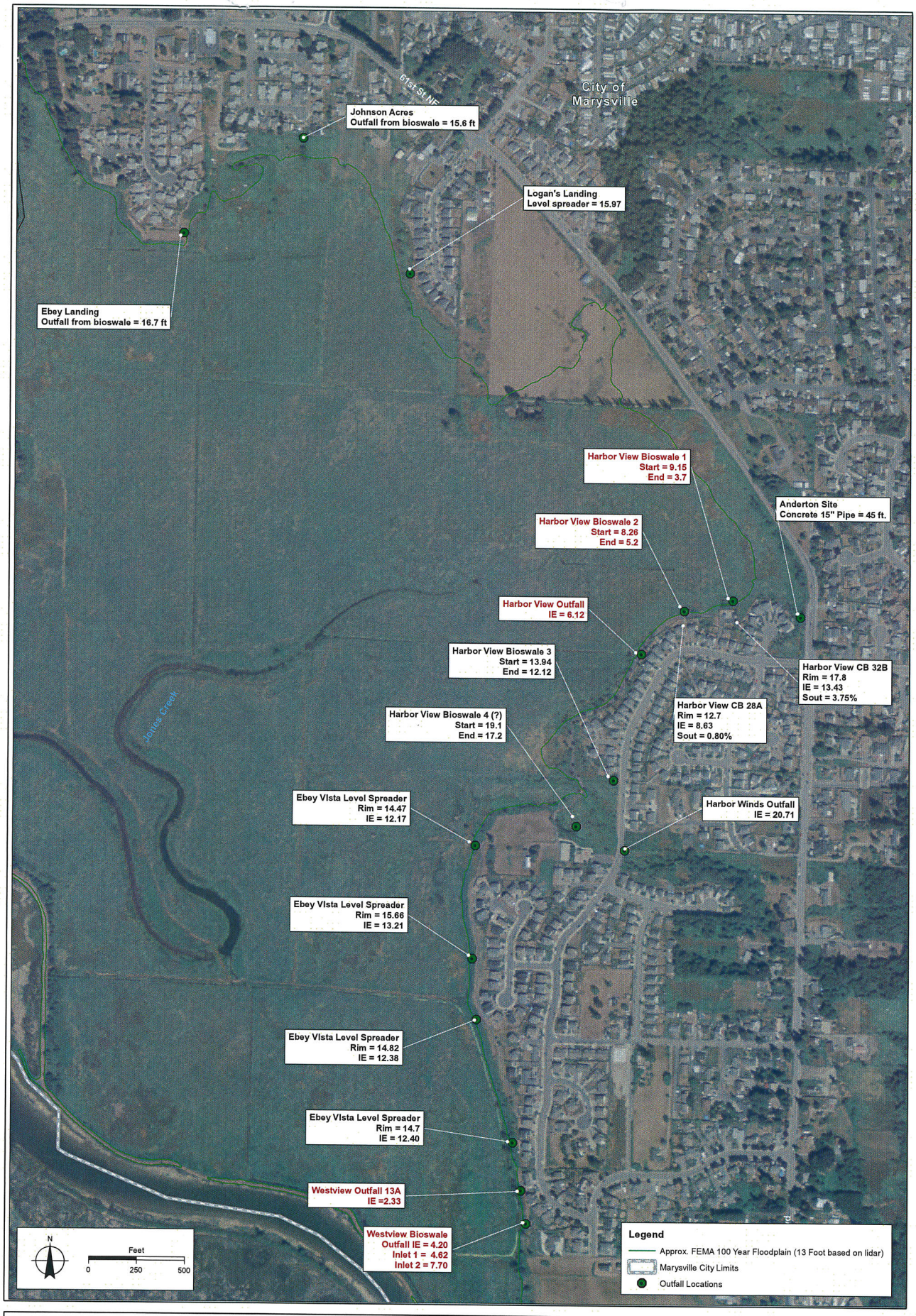
4. **Staff Comments:**

Salmon Recovery Funding Board
Individual Comment Form

WASHINGTON STATE
RECREATION AND CONSERVATION OFFICE
Salmon Recovery
Funding Board

⚠ SPONSOR RESPONSE INSTRUCTIONS:

Revise your project proposals using "track changes" and update any relevant PRISM questions and attachments. Fill out the section at the end of your project proposal to document how you responded to comments.



ESA Adolfson

Figure 1. Qwuloolt Estuary Restoration Site
Existing Outfalls with Descriptions
Marysville, Washington

AMENDMENT APPROVAL FOR

	Date	Initials
Grant Mgr:	7/16/15	eab
Section Mgr:	7/17/15	
Fiscal:	7/23/15	mj
Deputy:		
Director:		

Project #: 09-1277 Restoration

Amendment #: 12 - Cost Change

Project Title: Qwuloolt Estuary Restoration - Construction

Project Sponsor: Tulalip Tribe

(staff notes on other side)

AMENDMENT DESCRIPTION:

(effective July 10, 2015)

The project agreement is increased in the amount of $500,000 of 2015-17 PSAR and $88,500 of sponsor match approved by the SRFB on May 6, 2015 and by the SRFB Technical Review Panel on June 14, 2015, to afford completion of the estuary restoration project, and Special Conditions specifying project deliverables are added.

PROJECT SUMMARY:

Board Funded Date:	10/23/2009	**Prior Time Extensions:**	5	**RCO Amount:**	$1,506,780.05
Project Start Date:	10/16/2009	**Other External Amendments:**	6	**Sponsor Match Amount:**	$400,000.00
Original End Date:	01/01/2012	**Sponsor Active Projects:**	2	**Total:**	$1,906,780.05
Current End Date:	12/31/2015	**Sponsor Completed Projects:**	7	**RCO Paid To Date (90%):**	$1,356,102.05
		Sponsor Not Completed Projects:	2	**RCO Remaining (10%):**	$150,678.00
Last Progress Report:		**Sponsor Dead Projects:**	1	**Last Billing Date:**	03/19/2015

PROJECT AGREEMENT DESCRIPTION:

The Tulalip Tribes, with the US Army Corps of Engineers (Corps), will complete the Qwuloolt Estuary Restoration Project, a broad-based interagency and community effort to restore historic tidal processes and a functioning estuary intertidal marsh system to 400 acres of isolated floodplain within the lower Snohomish River estuary, in Marysville, WA. The project will also restore natural hydrologic connection and functions to two stream systems and provide unrestricted fish access to 16 miles of upstream spawning and rearing habitat. Restoration work includes channel excavation and ditch filling, treatment of invasive reed canary grass, restoration of more than 1 mile of historic and new creek channel with riparian plantings, construction of approximately 4,000 feet of the west setback levee, and breaching the Ebey Slough levee, as well as project permitting, design, and management tasks. These funds will supplement tribal funds to meet a 35% local cost-share obligation for working with the Corps under the Puget Sound and Adjacent Waters Program. Construction project cost is estimated to be $11,800,000 with total project costs exceed $19,000,000 including land acquisition.

PROJECT FUNDING (CURRENT):

Bien	Fund	Appn	Reapp Ind	Orig Bien	Orig Appn	Grant	Activity	SubActiv	SO	Amount
13-15	057	I13	Reapp	09-11	I13		ALEA	ALEA	NZ	$456,780.05
13-15	057	I03	Reapp	07-09	I03		PSARP	PROJ	NZ	$650,000.00
15-17	057	J07	Reapp	09-11	J07		PSARP	PROJ	NZ	$400,000.00

QUESTIONS:

	Yes	No	N/A	Other (see notes)
Is the amendment request consistent with the original project intent?	☑	☐	☐	☐
Did the sponsor provide adequate justification for the proposed change?	☑	☐	☐	☐
Did the sponsor exhaust all practical alternatives before requesting the amendment?	☑	☐	☐	☐
Is the current project meeting its milestone obligations to RCO?	☑	☐	☐	☐
Is the current project meeting its billing obligations to RCO?	☑	☐	☐	☐
Did the sponsor have little control over the condition causing the amendment?	☑	☐	☐	☐

	Yes	No	N/A	Other (see notes)
Does the sponsor have a good track record of implementing projects?	☑	☐	☐	☐
Will the proposed change help implement the project faster?	☐	☑	☐	☐
Is the project change a result of a design and /or permitting requirement?	☐	☑	☐	☐
Will this action cause funding to be re-appropriated?	☐	☑	☐	☐
Is staff recommending approval of this amendment request?	☑	☐	☐	☐
Does the Lead Entity support the proposed change and is the documentation provided (letter or e-mail)?	☑	☐	☐	☐
Is the proposed change technically sound? Has the Review Panel reviewed the change? If so, have their comments been incorporated into the request (i.e. conditioning)?	☑	☐	☐	☐

NOTES AND ANALYSIS:

Snohomish Lead Entity approved the cost increase request at the February 5, 2015 Forum meeting. PSP provided a letter of support on March 24, 2015. This early action PSAR funding will reduce the balance of funds available to Snohomish Watershed for projects in the 2015 grant round.

RCO ROUTING SLIP

Project Manager 7/16/15 ecb

OGM Senior 7/16/15 kaf

Section Manager [redacted]

Fiscal * 7/23/15 MJ

Deputy Director _____

Director _____

** Fiscal reviews all amendments with cost changes*

Comments:

Rerouting for Tara's signature because MJ asked to add an effective date of July 1st 2015 (4 speed condition)

Scanned & emailed copy of amendment to Tribe for signature also mailed original will apply when copy is returned.

A 7/30

WASHINGTON STATE
Recreation and
Conservation Office

Amendment to Project Agreement

MJ 10/31/14

Project Sponsor: Tulalip Tribe

Project Title: Qwuloolt Estuary Restoration - Construction

Project Number: 09-1277R

Amendment Number: 10

11/3/14 AB

Amendment Type:

Cost Change

RCO

NOV 03 2014

AB

SCANNED

Amendment Description:

This amendment 1) increases the project agreement to total $1,906,780.05 with the addition of $400,000 of 09-11 return PSAR funds and $400,000 sponsor match to afford rising construction costs, and 2) expands the scope of work to include the full estuary restoration project, as proposed in the original grant application, all as approved by the SRFB subcommittee on September 4, 2014.

Project Funding:

The total cost of the project for the purpose of this Agreement changes as follows:

	Old Amount		New Amount	
	Amount	%	Amount	%
RCO - ALEA	$456,780.05	41.27%	$456,780.05	23.96%
RCO - PSAR	$650,000.00	58.73%	$1,050,000.00	55.07%
Project Sponsor	$0.00	0.00%	$400,000.00	20.98%
Total Project Cost	$1,106,780.05	100%	$1,906,780.05	100%
Admin Limit	$0.00	0.00%	$0.00	0.00%
A&E Limit	$184,463.34	20.00%	$317,796.68	20.00%

Agreement Terms

In all other respects the Agreement, to which this is an Amendment, and attachments thereto, shall remain in full force and effect. In witness whereof the parties hereto have executed this Amendment.

State Of Washington
Recreation and Conservation Office

BY: Scott C. Robinson for
Kaleen Cottingham

TITLE: Director

DATE: 9/9/14

Pre-approved as to form:

BY: /S/
Assistant Attorney General

Tulalip Tribe

AGENCY: 1

BY: Vice Chairman

TITLE:

DATE: 10.20.14

RECEIVED
OCT 31 2014

Amendment Agreement Description

Project Sponsor: Tulalip Tribe
Project Number: 09-1277 R
Project Title: Qwuloolt Estuary Restoration - Construction
Amendment Number: 10

Agreement Description

The Tulalip Tribes, with the US Army Corps of Engineers (Corps), will complete the Qwuloolt Estuary Restoration Project, a broad-based interagency and community effort to restore historic tidal processes and a functioning estuary intertidal marsh system to 400 acres of isolated floodplain within the lower Snohomish River estuary, in Marysville, WA. The project will also restore natural hydrologic connection and functions to two stream systems and provide unrestricted fish access to 16 miles of upstream spawning and rearing habitat. Restoration work includes channel excavation and ditch filling, treatment of invasive reed canary grass, restoration of more than 1 mile of historic and new creek channel with riparian plantings, construction of approximately 4,000 feet of the west setback levee, and breaching the Ebey Slough levee, as well as project permitting, design, and management tasks. These funds will supplement tribal funds to meet a 35% local cost-share obligation for working with the Corps under the Puget Sound and Adjacent Waters Program. Construction project cost is estimated to be $11,800,000 with total project costs exceed $19,000,000 including land acquisition.

Amendment Eligible Scope Activities

Project Sponsor: Tulalip Tribe
Project Number: 09-1277
Project Title: Qwuloolt Estuary Restoration - Construction
Project Type: Restoration
Program: Puget Sound Acq. & Restoration
Amendment #: 10

Project Metrics

Sites Improved

Stream miles restored:	1.00
	Approximately 1 mile will be restored upon breach of Ebey Slough levee. This will be completed in subsequent phases of the project.
Project acres to be restored:	400.00

Restoration Metrics

Worksite #1, Qwuloolt

Targeted salmonid ESU/DPS:	Chinook Salmon-Puget Sound ESU, Chum Salmon-Puget Sound/Strait of Georgia ESU, Coho Salmon-Puget Sound/Strait of Georgia ESU, Pink Salmon-Odd year ESU, Steelhead-Puget Sound DPS
Targeted species (non-ESU species):	Bull Trout, Cutthroat
Project Identified In a Plan or Watershed Assessment:	Snohomish River Basin Salmon Conservation Plan, 2005
Type Of Monitoring:	None

Estuarine / Nearshore Project

Total Amount Of Estuarine / Nearshore Acres Treated:	400.0

Channel modification

Yards of Channel Modified/Created:	750
	constructed about 6500 ft of channel (stream and tidal)
Acres of Estuary Treated:	400.0

Dike Or berm modification / removal

Miles Of Dikes Removed:	0.33
Acres of Habitat Made Available To Salmonids through dike or berm modification/removal:	400.0

Estuarine/nearshore planting

Acres of estuarine / nearshore planted:	20.0

Fill placement

Acres of Estuary Treated with fill placement:	8.0
	5 acres ditch filling, 3 acres berms

General restoration activities

Restoration signs

Number of signs installed:	2

Cultural Resources

Cultural resources

Permits

Obtain permits

Architectural & Engineering

Architectural & Engineering (A&E)

Amendment Special Conditions

Project Sponsor: Tulalip Tribe
Project Number: 09-1277 R
Project Title: Qwuloolt Estuary Restoration - Construction
Amendment Number: 10

Special Conditions

A. Sponsor Matching Fund Commitments:
1) The $490,649.52 of ALEA-required sponsor match associated with Project No. 06-1604 is not added to this project agreement because it is exceeded and satisfied by the $500,000.00 PSAR program funding.
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3) The balance of $366,780.05 in ALEA funds exceeds the $27,000 match (15%) required for the additional increment of PSAR funds awarded through this Amendment No. 7.
4) A balance of $339,780.05 in ALEA funds remains available to match future RCO funding.
5) On September 4, 2014, the SRFB subcommittee approved Amendment 10 to increase project funding by $400,000 of 09-11 PSAR, and requires the sponsor to provide at least a 1:1 match of $400,000 to afford an additional 42,000 CY of structural fill necessary to complete setback levee construction. Further, in order to reserve excess PSAR funding for return to the Puget Sound Partnership at the close of the project, the sponsor is required to first apply all other funding that is secured for this cost increase (e.g., NRCS, Tulalip Tribe, FPbD, NEP, etc.) towards payment of the materials contract, before requesting reimbursement of the PSAR funding.

B. The 06-1604 agreement will be changed to "Closed Not Complete" and restoration work will be completed under this 09-1277 project agreement.

C. In order to facilitate closing the 07-1624 Qwuloolt Design project agreement with submittal of 95% Draft Designs, the final design deliverables will be completed under this 09-1277 project agreement. As per SRFB Policy Manual 18b, Appendix E: Assessments and Designs - Standard Stages of Project Development Defined.
Final Project Design
The final design process should address and resolve all substantial issues that may have been raised in the permitting and stakeholder review process, so that all stakeholders agree on the final plans. As with the preliminary design work, preparation of the final design should be done under the supervision of a licensed professional engineer. Final Design tasks typically include the following:
1. Revision of preliminary design drawings
2. Preparation of additional detailed drawings as needed to clarify the design of specific work items
3. Preparation of technical specifications to fully describe each part of the work.
4. Preparation of a final construction cost estimate
5. Preparation of contract bidding documents and general contract conditions
6. Permits and cultural resource review.

Final Project Design would conclude with a comprehensive and detailed set of project drawings, technical specifications, and contract documents (if the project is to be advertised for contractor bidding). An "Engineer's Estimate" of construction cost should also be prepared by the designer, for comparison with estimates provided by general contractors (bids).

Amendment Milestone Report

Project Number: 09-1277 R **Amendment Number:** 11
Project Name: Qwuloolt Estuary Restoration - Construction
Sponsor: Tulalip Tribe
IAC Project Manager: Elizabeth Butler

X	!	Milestone	Target Date	Comments/Description
X		Project Start	10/16/2009	
X	!	Cultural Resources Complete	10/16/2009	Completed in 2008
X	!	Applied for Permits	03/01/2010	Federal permits were submitted in 2009
X	!	Progress Report Submitted	03/15/2011	
X	!	Annual Project Billing	03/15/2011	and at least once per year thereafter
X	!	Progress Report Submitted	09/30/2011	
X	!	Progress Report Submitted	03/16/2012	
X		RFP Complete/Consultant Hired	05/30/2012	was 07/01/2011
X	!	Annual Project Billing	07/31/2012	
X	!	Progress Report Submitted	07/31/2012	
X		Permits Complete	09/21/2012	
X		Bid Awarded/Contractor Hired	09/24/2012	
X	!	Progress Report Submitted	12/31/2012	
X		Restoration Started	02/13/2013	USACE portion
X	!	Progress Report Submitted	04/30/2013	
X	!	Final Design to RCO	07/31/2013	Per Special Condition to Grant Agreement
X	!	Progress Report Submitted	09/30/2013	
X	!	Progress Report Submitted	12/31/2013	
X	!	Progress Report Submitted	03/31/2014	
	!	Annual Project Billing	11/30/2014	
	!	Progress Report Submitted	12/31/2014	
	!	Progress Report Submitted	06/01/2015	
	!	Progress Report Submitted	09/30/2015	
		Restoration Complete	10/31/2015	Setback Levee
	!	Agreement End Date	12/31/2015	
		Final Report in PRISM	12/31/2015	
		Final Billing to RCO	02/28/2016	
	!	Final Design to RCO	02/28/2016	As-built

		Stewardship Plan to RCO	02/28/2016	

X = Milestone Complete

! = Critical Milestone

Qwuloolt Restoration Project

Estuary Restoration Site

Natural Resources Building
1111 Washington St. S.E.
Olympia, WA 98501

P.O. Box 40917
Olympia, WA 98504-0917

(360) 902-3000
TTY (360) 902-1996
Fax: (360) 902-3026

E-mail: info@rco.wa.gov
Web site: www.rco.wa.gov

STATE OF WASHINGTON

RECREATION AND CONSERVATION OFFICE

Qwuloolt Estuary Restoration – Construction

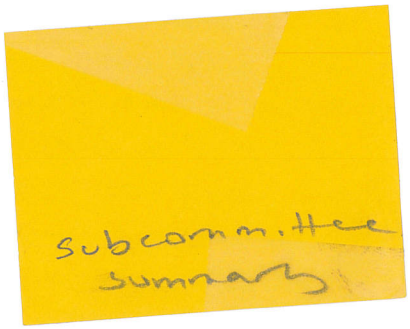
Project Agreement 09-1277

Tulalip Tribes Cost Increase Amendment Request

SRFB Subcommittee Meeting

September 4, 2014

4:00 – 5:00 pm Conference Call



Attending:

David Troutt, Chair, SRFB Subcommittee Member
Phil Rockefeller, SRFB Subcommittee member
Kaleen Cottingham, Director, RCO
Tara Galuska, Salmon Section Manager, RCO
Elizabeth Butler, Outdoor Grants Manager, RCO
Jeanette Dorner, Ecosystem and Salmon Recovery Director, PSP
Michael Blanton, Puget Sound Acquisition and Restoration Program Manager, PSP

Summary:

Staff presented an overview of the Qwuloolt Marsh Restoration project and cost increase amendment request. The primary reason for the cost increase is the need for 42,000 cubic yards of additional structural fill material for setback levee construction. Everyone in attendance agreed that it would be preferable for the Corps to contribute funding in an amount proportional to their responsibility in causing the cost overrun. After much consideration and discussion of alternatives, SRFB subcommittee members acknowledged that Corps financial participation would likely

- Require legal and/or legislative action,
- Result in schedule delays of one year or longer,
- Further increase project costs, and
- Potentially result in additional SRFB or PSAR funding requests in excess of the current request.

The SRFB Subcommittee 1) recognized the Tribe took responsibility for providing the structural fill materials necessary for setback levee construction when they entered into the Project Partnership Agreement with the Corps, and 2) proposed to provide 50% of the cost of acquiring and delivering the additional structural fill needed to complete the setback levee in order to keep the project on schedule for completion in 2015.

Action:

The SRFB Subcommittee approved the following amendments to the Qwuloolt Estuary Restoration Project Agreement 09-1277:

- Provide up to $400,000 PSAR return funds, to be matched 1:1 by non-RCO funding (which may include $220,000 NRCS, $80,000 ECY NEP Watershed funding, Tulalip Tribes, or other grant funding).
- Add a special condition to the agreement requiring the tribe expend all other funding secured for this cost increase, before requesting reimbursement of the PSAR funding, in order to reserve PSAR funding that remains unexpended at the close of the project for return to the Puget Sound Partnership.
- Re-align the scope of work to include the full restoration project, as originally proposed in the 2009 Salmon project proposal.
- Extend the end date through December 2015 to allow for the breach of Ebey Slough, and completion of estuary restoration construction.

To: SRFB Sub Committee
Elizabeth Butler, Outdoor Grants manager
August 29, 2014

GM Memo

Qwuloolt Estuary Restoration Amendment Request: In order to support the timely completion of this tier 1 priority project for the Snohomish Basin, the Snohomish Salmon Recovery lead entity and the Tulalip Tribes, are requesting the 09-1277 Qwuloolt Estuary Restoration Construction project agreement be amended to

- Add $500,000 of Puget Sound Partnership PSAR return funds to afford rising construction costs;
- Expand the project scope to include completion of the full estuary restoration construction; and
- Extend the project agreement end date to December 31, 2015 to provide time to complete construction of the setback levee and breach the Ebey slough levee.

This request has been reviewed and approved by the

- Snohomish Technical Committee
- Snohomish Forum, the citizen's committee for the Snohomish Basin
- Puget Sound Partnership

Qwuloolt Project Description: The Qwuloolt Estuary Restoration Project represents a broad-based interagency and community effort to restore historic tidal processes and a functioning estuary intertidal marsh system to 400 acres of isolated floodplain within the lower Snohomish River Estuary. The project will also restore natural hydrologic connection and functions to two stream systems and provide unrestricted fish access to 16 miles of upstream spawning and rearing habitat. Restoration will involve breaching the levee along Ebey Slough, installing a setback levee to protect adjacent properties located in the floodplain, filling existing ditches, excavating stream and tidal channels, constructing berms (site relief), and planting native shrub and tree species in shoreline riparian areas and constructed berms.

Multiple resource assessment and watershed planning efforts within the region have identified the Qwuloolt Project as a priority for intertidal marsh restoration and salmon recovery, starting as far back as the 1974 agreement, "Recommendations for Comprehensive Land Use Planning and Flood Control for the Snohomish Basin". The 2005 Snohomish River Basin Salmon Conservation Plan (Plan) stated that the quality and quantity of rearing habitat in the nearshore, estuary, and mainstem of the river is the primary factor limiting Chinook salmon in the Snohomish Watershed. The Qwuloolt Project will have a direct benefit on this federally threatened species, as well as steelhead and bull trout, and other salmonids by restoring access to limited fresh to salt water critical transitional estuary habitat. Specifically, the Qwuloolt project will contribute to restoration of 400 acres of the 1,237 acre target for estuarine habitat restoration as outlined in the Plan.

Overall Project Objectives are to:

- Restore natural tidal and riverine processes to 400 acres of historic estuary
- Restore fish access to 400 acres of critical rearing habitat
- Restore natural hydrologic connection to two small stream systems
- Restore unrestricted fish access to 16 miles of upstream spawning and rearing habitat

The Puget Sound and Adjacent Waters (PSAW) 544 and Project Agreement between the Corps and Tulalip Tribes: The Qwuloolt project was authorized by Section 544 of the Water Resources Development Act of 2000 (Public Law 106-541, December 11, 2000), to implement critical restoration

projects in Puget Sound. Section 544 provides that $40,000,000 in Federal funds are authorized to be appropriated to carry out projects pursuant to Section 544 and no more than $5,000,000 in Federal funds may be allotted for any one critical restoration project; and also requires a 35% cost share from the local sponsor.

There is an explicit project management agreement signed between Tulalip and the Corps that spells out roles and responsibilities of each party.

- Under the PSAW program, Tulalip Tribes pays the Corps 35% cost share for levee construction and breaching of existing levee (PSAR and ALEA funds have contributed to this cost).
- Also in the contract agreement, if the Corps reaches the $5M federal limit, at that point Tulalip Tribes is responsible for 100% of additional costs
    - The Corps has currently contracted $4,770,000 for levee construction and breach and has $230,000 remaining. This funding has been set aside for contractor management, change order requests and other necessary contingencies to ensure that the Corps does not go over the $5M total.
- Finally, under the project management agreement Tulalip Tribes is responsible for 100% of the levee fill material for the levee construction.

Qwuloolt Project Cost: The total construction cost for the ~400 acre Qwuloolt estuary restoration was projected to be $11,000,000. Including acquisition of the restoration lands, the total project cost is approximately $19,000,000.

Project Phases and Components: Because of the large-scale and complex nature of this project, construction has been divided into phases and components to be completed over multiple years:

- Phase 1- Interior Site Components: This phase involves filling existing ditches, excavating stream and tidal channels, constructing berms (site relief), and planting native shrub and tree species in shoreline riparian areas and constructed berms. This phase is currently ongoing and will occur concurrently to the other project components, this phase is 90% completed.
- Phase 2- Levee Construction Component: This component of the project will be under the management of the U.S. Army Corps of Engineers (the Corps), under their Puget Sound and Adjacent Waters Program.
- Phase 3- Levee Lowering and Breaching Component: This last step of the restoration project will involve lowering approximately 1500 feet of levee and construction of a 260 foot wide breach in the levee along Ebey Slough, at the southern edge of the project site. This will also be performed by the Corps under their Puget Sound and Adjacent Waters Program. This phase has not begun.

Project element	Budget	Status	Change
Phase 1 – Interior habitat site components	$ 1,983,768*	90% Complete	
Phase 2 – Levee Construction	$ 9,419,232	70% Complete	Requesting additional $800,000 for levee material.
Phase 3 – Levee lowering and Breech	$ 397,000	Scheduled for fall 2015	
Total	$ 11,800,000		

Funding to date has been secured from over 20 different sources including Federal Recovery Act funding (ARRA), ESRP, SRFB, NFWF, PSAR, ALEA, PSCS, NOAA, NRCS, USFWS, Ecology Coastal Protection and Floodplain Management and Control, US Army Corps of Engineers PSAW 544 program, and Tulalip Tribes. To date RCO has provided just under $3 million, which is approximately 16% of the overall project funding.

RCO Project Agreement	RCO Amount	Funding Source	Sponsor Match	Total Agreement
01-1290 Acquisition Qwuloolt Estuary	$850,000	Salmon State	1,350,000	$2,200,000
04-1587 Planning Qwuloolt Estuary Restoration – Phase II 04	$210,594	Salmon Federal	$80,000	$290,594
06-1604 Construction Qwuloolt Estuary Restoration and Trail	$499,000[1]	ALEA		
07-1624 Planning Qwuloolt Estuary – Phase III Design	$158,913	PSAR	$65,000	$223,913
09-1277 Construction Qwuloolt Estuary Restoration	$650,000[2]	PSAR		
10-1469 Construction Qwuloolt Estuary Restoration	$620,462	2010 Puget Sound Critical Stock	No Match	$620,462
Total	$2,988,969			

27% 3M/11M

3M/19M 16%

PLN + CONS 2.14M/11M = 20%

RCO construction only = 1.77M + 500k = ~2.27M = 19% 11.8M

Additional Funding Need: As with many large scale projects, there have been some unanticipated cost increases to the project. This cost increase is not due to changes to the project design or scope. Construction costs have risen by $800,000 primarily due to the amount of structural fill the US Army Corps of Engineers (Corps) identified as necessary to complete construction of the setback levee in the fall of 2014. Tulalip Tribes and the Corps project managers disagree about the party responsible, material issues, timeliness of communication, and other matters resulting in this construction cost increase. However, both parties have agreed to the material amount needed and the importance of continuing construction this year. The issues and associated increased costs are described in the table below:

Item	Issue	Amount	Cost
Material Specification Changes	Initial material was blended and about 17,000 cubic yards set aside for levee surcharge. Surcharge is the additional material placed at the top of the levee that provides weight to allow for proper settlement. This is later removed and added to a berm that runs laterally to the main levee structure.	17,000 cy	$323,000

[1] $536,000 of PSAR used for ALEA match
[2] Portion of ALEA used to match PSAR

	Though material did have a higher organic content, blending and use of this material for surcharge was OK'ed by the Corps Engineering staff in an email exchange to Tulalip Project Managers 8/17/ 2012. However, this surcharge material was recently rejected in a meeting 7/16/2014 by the Corp as having too much organic material which would impact structural performance of the levee.		
Levee material volume estimate changes	Levee volume material need estimates changed between 2012 and 2014. Material amounts went from an original 123,000 cubic yards to 134,000 cubic yards, a 11,000 cy change, within a 10% margin which is somewhat common for projects of this scale. In addition, interim volume estimates determined by a Corps survey in January 2014 of levee material placed and stockpiled were double counted causing a shortage of 7000 cubic yards of materials. The total gap from these two changes resulted in 18,000 cubic yards needed.	18,000 cy	$342,000
Under-performance of placed material	Materials that were approved based on laboratory test results showed specification requirements were met. However when placed on the levee these materials had to be removed because they were not performing (they were not compacting properly).	4,000 cy	$76,000
Over Excavation necessary at select locations	On the North and South ends of the levee the Corps had to over excavate (about 3,000 cubic yards) when they discovered unanticipated materials (concrete, garbage, etc.) at the base. Additional fill materials had to be used to bring the base elevation back up.	3,000 cy	$57,000
MATERIAL TOTALS		42,000 cy	$ 798,000

This $800,000 construction cost overrun represents ~ 7% of the current budget. Due to the federal restriction of the PSAW program, the Corps has indicated they cannot add additional federal USACE dollars to this project or else it would conflict with the congressionally identified restrictions.

Funding Strategy: Tulalip Tribes is working with other funding sources to leverage the $500,000 PSAR investment and to secure additional funding, as follows:

USDA Natural Resource Conservation Services	$220,000	Committed Aug 27, 2014
PSAR Return Funds	$500,000	Decision Sept 4, 2014
Ecology NEP Watershed Grant	$85,000 to $110,000	Decision Mid Sept 2014
Tulalip Tribes	Up to $300,000	Decision Mid Sept 2014

$805K – $1,130,000

$620

$400K PSAR) to 1 match

$400K Saw in Match

Tulalip Tribes expects to expend $800,000 for the additional structural fill material by end of October 2014. If more than $800,000 is secured from the sources listed above, Tulalip Tribes proposes to fully expend these other funding sources first, and reserve a balance of PSAR. They request any unspent PSAR funding be available to the project until levee construction is completed (July, 2015), and the risk of other construction cost increases has past. Tulalip Tribes recognizes there are other uncertainties relating to the levee construction, for example the final levee compaction rate could exceed projected rates causing the need for additional material. If after the levee construction is complete, PSAR funds remain, Tulalip would work with the region to return PSAR funds.

Urgency: As of August 28, 2014, the Corps has given their construction contractor a suspension notice that goes to September 25th. Tulalip Tribes has until then to get the material to the site which is projected to take four weeks. Tulalip Tribes is working to complete the hauling by 9/19th to avoid greater risks of wet weather delaying delivery and impacting material quality (moisture level). If PSAR dollars are not secured by September 5th, 2014 the hauling will stop for lack of funding.

Project Status: The setback levee construction is about 70% complete with the breach to reconnect tidal flows scheduled for October 2015.

Construct Dike Yr 1

Construct Dike Yr 2

Schedule if $500,000 PSAR is awarded	Element	Schedule if Funding Need is unmet
11/31/2013	40% Setback levee construction complete	
8/29/2014	70% Setback levee construction complete	
8/29/2014	90% Interior Elements complete (include channels, wave attenuation berms/hummocks, native plantings)	
11/30/2014	100% Levee surcharge placement complete	10/31/2015
4/30/2015	100% Interior Elements complete	4/30/2016[3]
7/1/2015	100% Levee Construction Complete (final grading & rock placement)	7/1/2016
10/31/2015	Breach of North Levee on Ebey Slough	10/31/2016

Consequences of not receiving funding

If the cost increase is not approved, completion of the restoration project will be delayed one year until October 2016, further postponing the ecological function that will be restored to the site and the Snohomish estuary. Additionally, construction costs will rise because of the need for additional demobilization and mobilization. In 2013 the suspension and rush to get material to the site resulted in a $500,000 cost increase to the project due to the need to winterize materials and demobilize/remobilize the site. Postponing would also potentially add risk to grants currently secured as grant deadlines are approaching.

[3] The best and most efficient (from an invasive weed and habitat maintenance schedule perspective) to complete native plantings as close to breach (hydrologic process restoration) date as feasible.

- Ask Tribe & Corps to accept an RCO determination of fault & share of $ -

- Tribal overrun responsibility we would pay for

If tribe triggers dispute resolution w/ Corps - that assigns responsibility to the Corps that funding will be returned to RCO -

Our share is 50% of Tribal secured funds

$400k

THE TULALIP TRIBES

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The Tulalip Tribes are the successors in interest to the Snohomish, Snoqualmie, and Skykomish tribes and other tribes and bands signatory to the Treaty of Point Elliot

To: Kaleen Cottingham, Phil Rockefeller and David Troutt
From: Tulalip Tribes and the Snohomish Basin Lead Entity
September 2, 2014

Request: The Snohomish Salmon Recovery lead entity and the Tulalip Tribes, are requesting an additional **$500,000** from the Puget Sound Partnership PSAR return funds and *a time extension* and scope of work adjustments on existing grants. This request has been reviewed and approved by the Snohomish Technical Committee and Snohomish Forum, the citizen's committee for the Snohomish Basin. The technical committee and forum strongly support the timely completion of this tier 1 priority project for the Snohomish Basin (additional background on this project provided on page 5).

The total funding need is $800,000. Cost increase calculations are based on the amount of materials the US Army Corps of Engineers (Corps) has identified as necessary to complete construction of the setback levee in the fall of 2014. Tulalip is working with other funding sources to fill the additional $300,000 gap and to leverage the PSAR investment as much as possible. This $800,000 constitutes an approximately 7% cost addition to the construction portion of the project. The total construction cost of Qwuloolt is approximately **$11,800,000** and the total project cost, including acquisitions is just under $20,000,000. Funding to date has been secured through over 20 different grant sources including Federal Recovery Act funding (ARRA), ESRP, SRFB, NFWF, PSAR, ALEA, PSCS, NOAA, NRCS, USFWS, Ecology Coastal Protection and Floodplain Management and Control, US Army Corps of Engineers PSAW 544 program, and Tulalip Tribes.

Time Extension and Scope of Work adjustment request

Along with this request for funding the Snohomish Lead Entity is asking for a time extension and scope of work adjustment on the current grant to extend the construction, given that there has been a slow down with the additional material needs. It is expected that all PSAR funds will be expended by 12/31/2015 assuming there are no major obstacles relating to weather in the fall of 2014. Tulalip Tribes is requesting a grant extension to 12/31/2015 in case additional material needs or other issues arise (more detail provided in the funding strategy section) and a scope of work adjustment to include full restoration that includes achieving the breach of the north levee along Ebey Slough. The Corp-s is able to continue construction outside the typical fish window because they will be working on the levee which is 3-12 feet above the ground surface and fish window restrictions should not apply.

The Puget Sound and Adjacent Waters (PSAW) 544 and Project Agreement between the Corps and Tulalip Tribes

The Qwuloolt Restoration Project is a cost share agreement between Tulalip Tribes and the US Army Corps of Engineers under the Puget Sound and Adjacent Waters Program. This program is used by the US Army Corps of Engineers (Corps) to fund restoration work in Puget Sound. This program has a $5,000,000 project limit that is federal restriction and also requires a 35% cost share from the local sponsor. Due to the federal restriction of the PSAW program, the Corps has indicated they cannot add additional federal USACE dollars to this project or else it would conflict with the congressionally identified restrictions.

There is an explicit project management agreement signed between Tulalip and the Corps that spells out roles and responsibilities of each party.

- Under the PSAW program, Tulalip Tribes pays the Corps 35% cost share for levee construction and breaching of existing levee (PSAR and ALEA funds have contributed to this cost).
- Also in the contract agreement, if the Corps reaches the $5M federal limit, at that point Tulalip Tribes is responsible for 100% of additional costs
    - The Corps has currently contracted $4,770,000 for levee construction and breach and has $230,000 remaining. This funding has been set aside for contractor management, change order requests and other necessary contingencies to ensure that the Corps does not go over the $5M total.
- Finally, under the project management agreement Tulalip Tribes is responsible for 100% of the levee fill material for the levee construction. The agreement does not identify what happens if that material amount changes (e.g. is it the original amount identified when the project management agreement was signed, when final design was completed in 2012, the estimated current amount in 2014, or other future amounts?). The project management agreement also does not identify which party is responsible for costs associated with changes to material specifications. For example – if materials are not performing or if there are directional changes to what type of materials are needed for various elements of the levee.

Tulalip Tribes and the Corps project managers may have some disagreement about the party responsible, material issues, timeliness of communication, and other matters relating to this cost increase. Both parties have agreed to the material amount needed and the importance of continuing construction this year.

Consequences of not receiving funding

Both the Corps and Tulalip Tribes do not want to see further delay for this project. If additional funding is not secured in a timely manner, it is likely this project will be delayed an additional year. In 2013 the suspension and rush to get material to the site resulted in a $500,000 cost increase to the project due to the need to winterize materials and demobilize/remobilize the site. We would anticipate a similar issue in 2014 should additional funds not be secured. Postponing would also potentially add risk to grants currently secured as grant deadlines are approaching. Furthermore, if these funds are not secured it would also postpone breaching of the dike an additional year (2016) further postponing the ecological function that will be restored to the site and the Snohomish estuary.

Rationale for cost increase request (Qwuloolt Estuary Restoration Need)

Work is underway to construct the setback levee at the Qwuloolt site for flooding in 2015 and the levee construction is about 70% complete. As with many large scale projects, there have been some unanticipated cost increases to the project. This cost increase is not due to changes to the project design or scope. This funding will apply to securing an additional 42,000 cubic yards of material to be supplied for levee construction. The following table describes how the additional 42,000 cubic yards became necessary and the associated cost need for each item.

Item	Issue	Amount	Cost
Material Specification Changes	Initial material was blended and about 17,000 cubic yards set aside for levee surcharge. *(Surcharge is the additional material placed at the top of the levee that provides weight to allow for proper settlement. This is later removed and added to a berm that runs laterally to the main levee structure.)* Though material did have a higher organic content, blending and use of this material for surcharge was OK'ed by the Corps Engineering staff in an email exchange to Tulalip Project Managers 8/17/ 2012. However, this surcharge material was rejected in a meeting 7/16/2014 by the Corp as having too much organic material. This was a significant change in guidance provided by the Corps.	17,000 cy	$323,000
Levee volume estimates changes	Levee material needs were based on levee volume estimates as described in the final design. Levee volume material need estimates changed between 2012 and 2014. Material amounts went from an original 123,000 cubic yards to 134,000 cubic yards, a 11,000 cy change. It is unclear to Tulalip why these estimates changed, but it is within a 10% margin which is somewhat common for projects of this scale. In addition, interim volume estimates determined by a Corps survey in January 2014 of levee material placed and stockpiled were in error resulting in double counting of approximately 7000 cubic yards of materials. The total gap from these two changes resulted in 18,000 cubic yards needed.	18,000 cy	$342,000
Underperformance of placed material	Materials that were approved based on laboratory test results showed specification requirements were met. However when placed on the levee these materials had to be removed because they were not performing (they were not compacting properly).	4,000 cy	$76,000
Over Excavation necessary a select locations	On the North and South ends of the levee the Corps had to over excavate (about 3,000 cubic yards) when they discovered unanticipated materials (concrete, garbage, etc.) at the base. Additional fill materials had to be used to bring the base elevation back up. (*Note, garbage removal was covered under the contract between the construction company and the Corps and thus are not a funding gap identified here*)	3,000 cy	$57,000
MATERIAL TOTALS		42,000 cy	$ 798,000

Additional funds include purchase, haul, testing, and offloading of material. The Corps will be placing materials and constructing the levee under their portion of the cost share agreement.

Material Costs Breakdown

Tulalip Tribes has existing contracts with Sheldon Construction and Reese Construction for purchase, delivery and offload and site maintenance. Purchase of materials will be from Granite Construction in Granite Falls. Other costs are based on prior contracts with the geotechnical consultant for soils testing. These costs come to $11.54 per ton (includes purchase, delivery, test and offload and site maintenance). 42,000 cy is about 69,300 tons at $11.54/ton = $799,733. The cost per cubic yard is $19.00.

Tulalip Tribes evaluated the options to use existing material and blending it with new materials at the levee stockpile site to reach optimal specifications. This option was deemed more costly than the purchase of new materials.

Levee Construction Timeline moving forward:

As of August 28, 2014, the Corps has given their construction contractor a suspension notice that goes to September 25th. Tulalip Tribes will have until 9/25 or earlier to get the material to the site. This will take four weeks to supply that material. Hauling should begin by 8/29 to meet this timeline. However, Tulalip Tribes hopes that the hauling will be done by the prior week 9/19th as the later into September the greater risk of weather delaying delivery and complicating keeping the material dry enough for use.

Funding Strategy

Tulalip Tribes is working with NRCS, PSAR, Ecology NEP Watershed Grant, and within Tulalip Tribes to fill the $800,000 gap. As of 8/27 the only known funding available that we have succeeded in securing is $220,000 from NRCS. NEP and Tulalip Tribes funding should be identified by mid-September 2014. The Tribes has requested to the Corps to look for funding for this gap as well. At this point the Corps has indicated they are unable to put additional federal funds to this project due to the restrictions described previously.

Tulalip Tribes expects to expend funding from the multiple funding sources mentioned above once decisions are finalized up to $800,000. If there is any balance of PSAR remaining we propose to be able to hold it in the contract until July 1, 2015 as there is an 8-month settlement period after the levee is brought up to its full surcharge height. If additional funding is secured in this current request, the 8-month settlement period clock would start at the end of October 2014, based on expected rates of material delivery and placement. In July 2015, Tulalip would be able to determine if additional funds were needed for levee construction based on possible settlement over the 8-month waiting period. If additional PSAR funds remain Tulalip will work with the region to return PSAR funds.

Qwuloolt Estuary Restoration Project Overview and History:

Overview of project budget and proposed revisions:

Project element	Budget	Status	Change
Phase 1 – Interior site components	$ 1,983,768*	90% Complete	
Phase 2 – Levee Construction	$ 9,419,232	70% Complete	Requesting additional $800,000 for levee material.
Phase 3 – Levee lowering and Breech	$ 397,000	Scheduled for fall 2015	
Total	$ 11,800,000		

***Estimated cost to complete interior site components**

Project Description

The Qwuloolt Estuary Restoration Project represents a broad-based interagency and community effort to restore historic tidal processes and a functioning estuary intertidal marsh system to 400 acres of isolated floodplain within the lower Snohomish River Estuary. The project will also restore natural hydrologic connection and functions to two stream systems and provide unrestricted fish access to 16 miles of upstream spawning and rearing habitat. Restoration will involve breaching the levee along Ebey Slough, installing a setback levee to protect adjacent properties located in the floodplain, filling existing ditches, excavating stream and tidal channels, constructing berms (site relief), and planting native shrub and tree species in shoreline riparian areas and constructed berms.

Multiple resource assessment and watershed planning efforts within the region have identified the Qwuloolt Project as a priority for intertidal marsh restoration and salmon recovery, starting as far back as the 1974 agreement, "Recommendations for Comprehensive Land Use Planning and Flood Control for the Snohomish Basin". The 2005 Snohomish River Basin Salmon Conservation Plan (Plan) stated that the quality and quantity of rearing habitat in the nearshore, estuary, and mainstem of the river is the primary factor limiting Chinook salmon in the Snohomish Watershed. The Qwuloolt Project will have a direct benefit on this federally threatened species, as well as steelhead and bull trout, and other salmonids by restoring access to limited fresh to salt water critical transitional estuary habitat. Specifically, the Qwuloolt project will contribute to restoration of 400 acres of the 1,237 acre target for estuarine habitat restoration as outlined in the Plan.

Overall Project Objectives are to:

- ☐ Restore natural tidal and riverine processes to 400 acres of historic estuary
- ☐ Restore fish access to 400 acres of critical rearing habitat
- ☐ Restore natural hydrologic connection to two small stream systems
- ☐ Restore unrestricted fish access to 16 miles of upstream spawning and rearing habitat

Project Phases and Components

Because of the large-scale and complex nature of this project, construction has been divided into phases and components to be completed over multiple years:

- **Phase 1- Interior Site Components**: This phase involves filling existing ditches, excavating stream and tidal channels, constructing berms (site relief), and planting native shrub and tree species in shoreline riparian areas and constructed berms. This phase is currently ongoing and will occur concurrently to the other project components, this phase is 90% completed.
- **Phase 2- Levee Construction Component**: This component of the project will be under the management of the U.S. Army Corps of Engineers (the Corps), under their Puget Sound and Adjacent Waters Program. Puget Sound Acquisition and Restoration (PSAR) return funds from this request will be added to the existing grant used as part of the local cost share for work performed by the Corps. Specifically, the PSAR funds will be used to provide levee fill material for levee construction in 2014 along the western edge of the project site. Levee construction is currently underway and is scheduled to be completed in 2015. A majority of the levee will be constructed in 2014, this phase is 70% completed. Levee settlement is anticipated, which will require additional filling, final grading and rock work in 2015.
- **Phase 3- Levee Lowering and Breaching Component**: This last step of the restoration project will involve lowering approximately 1500 feet of levee and construction of a 260 foot wide breach in the levee along Ebey Slough, at the southern edge of the project site. This will also be performed by the Corps under their Puget Sound and Adjacent Waters Program. This phase has not begun.

Project milestones and timeline changes:
Project milestones will need to shift slightly to allow for materials and levee construction to continue past Sept 30, 2014, when the current PSAR grant is set to expire. It is expected that all funds would be expended by December 2014, though levee construction may need to continue into 2015. Tulalip Tribes currently has a grant with 09-11 PSAR funds fully expended, which includes 10% retainage being held. This grant will be open until 9/30/2014 and Tulalip Tribes is requesting an extension (12/31/2015) until after the final breach date 10/31/2015.

Qwuloolt Project Timeline (August 2014)

Element	% Completion	Current Milestones	Imminent Milestone with 2014 Funding Request met	Imminent Milestone with 2014 Funding Request unmet
Year 1 Dike Construction	40%	11/31/2013		
Year 2 Dike Construction	Aggregate =70% (+30% for Year 2 at present) Aggregate =100% (+60% for Year 2)	8/29/2014	11/30/2014	10/31/2015
Habitat Elements	90% 100%	8/29/2014 4/30/2015	4/30/2015	4/30/2016
Breach of North Levee on Ebey Slough	100%	10/31/2015	10/31/2015	10/31/2016

STATE OF WASHINGTON

PugetSoundPartnership

LEADING PUGET SOUND RECOVERY

August 27, 2014

Re: Review of request to receive PSAR Return Funds for the Qwuloolt Project

Dear Elizabeth,

The Puget Sound Partnership approves the cost increase and time extension request for the Qwuloot Restoration project. The use of PSAR Return funds in the amount of $500,000 and contract time extension to 12/31/2014 is approved. Your timely attention to this matter is appreciated.

Sincerely,

Michael L. Blanton
PSAR Program Manager
cc
Morgan Ruff, Tulalip Tribes
Tara Galuska RCO, Jeanette Dorner PSP, Heather Cole PSP

326 East D Street | Tacoma, WA 98421-1801 www.pugetsoundpartnership.org
www.psp.wa.gov office: 360.464.2007

SNOHOMISH BASIN SALMON RECOVERY FORUM

August 29, 2014

RE: Request for PSAR return funds and grant extension for Qwuloolt project

Dear Puget Sound Partnership and Esteemed SRFB Members,

The Snohomish Basin Salmon Recovery Forum (Forum), on behalf of the Tulalip Tribes, is requesting $500,000 of Puget Sound Partnership PSAR return funds and *a time extension* on existing grants for the Qwuloolt restoration project. The Forum and its Technical Committee have reviewed and approved this request. Both strongly support the timely completion of the Qwuloolt project, a Tier 1 priority project for the Snohomish Basin. Additional background information is provided in the attached memo.

Please feel free to contact myself or the Lead Entity staff (Morgan Ruff, Capital Program Coordinator, mruff@tulaliptribes-nsn.gov; or Beth Liddell, Snohomish Basin Interim Lead Entity Coordinator, beth.liddell@snoco.org) should you have any additional questions.

Sincerely,

Terry Williams, Tulalip Tribes
Snohomish Forum Co-Chair

Jim Miller, City of Everett
Snohomish Forum Co-Chair

CC:
Michael Blanton, Puget Sound Partnership
Heather Cole, Puget Sound Partnership
Jeanette Dorner, Puget Sound Partnership
Elizabeth Butler, Recreation and Conservation Office
Beth Liddell, Snohomish County, Lead Entity Coordinator
Morgan Ruff, Snohomish Basin Capital Projects Coordinator
Josh Kubo, Snohomish Technical Committee Co-Chair
Mike Rustay, Snohomish Technical Committee Co-Chair

INFORMATION PAPER **27 August 2014**

QWULOOLT LEVEE 544 PROGRAM

The Qwuloolt project was authorized by Section 544 of the Water Resources Development Act of 2000 (Public Law 106-541, December 11, 2000), which authorizes implementation of critical restoration projects in Puget Sound. Section 544 provides that $40,000,000 in Federal funds are authorized to be appropriated to carry out projects pursuant to Section 544 and no more than $5,000,000 in Federal funds may be allotted for any one critical restoration project;

The Tulalip Tribes are responsible for providing all levee material, with the exception of armor rock (this is provided under the Corps contract with Sealaska). Costs to the Tribes are not Work in Kind or cost-shared under the Project Partnership Agreement. All material was to be on-site prior to the start of construction in June 2013. During the initial hauling process, it was realized all material would not be onsite in-time. In a partnering effort with the contractor and the Tribes, the Corps provided their contractor a Notice to Proceed to meet the necessary construction window dates.

The Tribes' delivery of material to site for the 2013 construction season was tracked by truck count. There was no quality control documentation such as weigh bills or field personnel checking if trucks were full. The Corps' construction contractor ran out of material and work was suspended. At the end of the 2013 construction season the portion of the levee that was constructed and the on-site soil stockpiles were surveyed. The Corps requested the Tribes provide an additional 30,000CY of material to the site and blend approximately 10,000 CY of unsuitable material on-site to meet specification for suitable material.

The Tribes blended approximately 8,500CY of suitable material on-site with approximately 8,500CY of the unsuitable material. The mixing brought the 8,500CY of unsuitable material in-spec. The Tribes also delivered additional material from off-site. Weigh bills were required for material brought in for the 2014 construction season. However, the moisture content, density of the material and bulking factor of the material delivered suggest a decreased estimate of what the Tribes delivered from their initial estimate, with a resultant delivered material factor of about 64%. The Corps contracted for a third-party survey from a licensed contract surveyor and estimated approximately 42,000 CY were required to finish levee & surcharge placement. The Corps has asked the Tribes to supply an additional 42,000CY + 4,000CY contingency (to cover variations in density, bulking factor, moisture content, etc.). Quantities stated above are loose, not compacted.

The Corps originally estimated the quantity of material required was 133,000CY loose. The most recent update indicates we will use approximately 134,000CY loose. Variations in quantities requested in January 2014 and August 2014 are mainly due to issues resulting from the incorrect estimating factors being used.

The Tribes have approximately 17,000 CY of Boeing material off-site which the Corps originally designated as suitable material for the levee pre-load. This material is now deemed unsuitable due to the high organic content (3%) and potential placement in structural levee

components. The Corps Geotechnical section has completed blending analyses and has notified the Tribes that this material may be blended in a 1:1 ratio with unsuitable material on-site (Green Crow and Simpson) to generate a suitable material. The site resides in a wetland, the material below the ground level quickly becomes saturated and above optimal moisture content. The Corps' contractor then cannot achieve the required 95% compaction, creating large inefficiencies. The Corps has suggested placing this material into high-stacked piles to allow drainage and drying. This will allow approximately 5,000 CY of this on-site material to be used in the levee.

The Tulalip Tribes are requesting Federal funds be used to purchase/haul additional material to site. The Tribes have been informed this cannot be done. To date, $4,770,000 of the Federal portion of the project budget has been expended versus a congressional cap of $5,000,000. The contractor will submit a Request for Equitable Adjustment because of additional delays. If Phase I is not completed this construction season added Mob/Demob costs and winterization costs will also be incurred. This will place the Federal contribution near or at the $5,000,000 cap. Once the cap is reached we can no longer cost share and the Tribes is responsible for 100% of the costs.

Butler, Elizabeth (RCO)

From: Dorner, Jeanette (PSP)
Sent: Wednesday, August 27, 2014 2:58 PM
To: Butler, Elizabeth (RCO)
Cc: Cole, Heather (PSP); mruff@tulaliptribes-nsn.gov; Blanton, Michael (PSP)
Subject: Fwd: Qwuloolt Levee Project (UNCLASSIFIED)
Attachments: Info papaer Qwuloolt 544 Program August 2014.docx

>
> -----Original Message-----
> From: Swanson, Olton NWS [mailto:Olton.Swanson@usace.army.mil]
> Sent: Wednesday, August 27, 2014 2:30 PM
> To: Sahandy, Sheida (PSP)
> Cc: Renick, James D NWS; Henry, George P NWS; Wood, Timothy S NWS; Goss, William A NWS; Berg, Arill NWS; Dillon, Jeffrey F NWS; Antilla, Tammy (PSP)
> Subject: Qwuloolt Levee Project (UNCLASSIFIED)
>
> Classification: UNCLASSIFIED
> Caveats: NONE
>
> Ma'am,
>
> Per our discussion on Monday, I am forwarding background information on the Qwuloolt Levee Project.
>
> The attached information paper provides the background on issues/misunderstandings on quantity of material required versus provided for the project. At the outset of the project, we identified that 133,000 loose cubic yards (LCY) of material would be required and our latest estimate indicates that we will actually need 134,000 LCY.
>
> The specifications for the project have not changed. What was used to solicit the construction contractor for the project remains in place. Seattle District has tried to work with the Tribe to identify ways to make unsuitable material suitable for use on the project and that may be what is contributing to the misunderstanding that the specification has changed. We tried to allow mixing of unsuitable materials to bring them up to a suitable standard, but unfortunately this did not work out. Another issue that may be contributing to the misunderstanding is that we allowed use of unsuitable material as "surcharge". This material was placed only to aid in the compaction of the structural fill used on the project, but cannot be used as part of the levee prism.
>
> Any compaction issues on the project related to the amount of moisture in the soils. The real driver for the specification is that we have to achieve 95% compaction in order for the levee to function as designed. It is all but impossible to achieve this level of compaction if materials have a high moisture content or a high organic content (above 3%).
>
> Seattle District staff is continuing to work with the Tribe to determine if some of the unsuitable material they have on hand can be mixed with other material to bring it up to standard to meet the specification.
>
> Unfortunately, as I mentioned during our phone call, our authority allows us to expend up to $5 million on the project and no more. It would essentially take an act of Congress in order for us to be able to go beyond that limit. I need to be very clear on this point. If the cost of the project exceeds our authorized limit, the Tribe will be responsible for all costs beyond that limit.

>
> If we can't get the additional material to finish the project this season, we'll need to suspend the contract and likely (at least partially) demobilize the contractor this year and remobilize him to the site next year. There will also likely be winterization costs and costs associated with delay of the project. Based on our recent history, our best guess at this time is that this would add approximately $250,000 or so to the project (actual amount will be based on negotiations with the contractor).
>
> Please contact me if you have any additional questions or concerns.
>
> Respectfully,
> Olton
>
> Olton Swanson, P.E., PMP
> Deputy District Engineer, Project Management & Chief, Planning, Programs & Project Management Division
> Office: 206-764-3692
> Cell: 206-890-2440
>
>
>
>
>
> Classification: UNCLASSIFIED
> Caveats: NONE
>
>

Natural Resources Building
1111 Washington St. S.E.
Olympia, WA 98501

P.O. Box 40917
Olympia, WA 98504-0917

(360) 902-3000
TTY (360) 902-1996
Fax: (360) 902-3026

E-mail: info@rco.wa.gov
Web site: www.rco.wa.gov

STATE OF WASHINGTON

RECREATION AND CONSERVATION OFFICE

September 9, 2014

Kurt Nelson
Tulalip Tribe
6406 Marine Dr
Tulalip, WA 98271

RE: Qwuloolt Estuary Restoration - Construction, RCO #09-1277R
Amendment # 10

Dear Mr. Nelson:

In response to your request to amend the above-referenced Project Agreement, we have reviewed the circumstances and pertinent RCWs, WACs, and program policies relating to your request. As a result, I am approving an amendment to the Qwuloolt Estuary Restoration - Construction project.

Enclosed are two original amendments to the Project Agreement. Please sign both amendments, retain one for your records, and return one original. If you have any questions, please call Elizabeth Butler at (360) 725-3944, or send an e-mail to elizabeth.butler@rco.wa.gov.

Sincerely,

Kaleen Cottingham
Director

Enclosures

AMENDMENT APPROVAL FORM

	Date	Initials
Grant Mgr:	9/9/14	ecb
Section Mgr:	9/9/14	RB
Fiscal:		
Deputy:		
Director:		

(Staff notes on other side)

Project #: 09-1277 Restoration

Amendment #: 10 - Cost Change

Project Title: Qwuloolt Estuary Restoration - Construction

Project Sponsor: Tulalip Tribe

AMENDMENT DESCRIPTION:

This amendment 1) increases the project agreement to total $1,906,780.05 with the addition of $400,000 of 09-11 return PSAR funds and $400,000 sponsor match to afford rising construction costs, and 2) expands the scope of work to include the full estuary restoration project, as proposed in the original grant application, all as approved by the SRFB subcommittee on September 4, 2014.

PROJECT SUMMARY:

Board Funded Date:	10/23/2009	**Prior Time Extensions:**	4	**RCO Amount:**	$1,106,780.05
Project Start Date:	10/16/2009	**Other External Amendments:**	5	**Sponsor Match Amount:**	$0.00
Original End Date:	01/01/2012	**Sponsor Active Projects:**	3	**Total:**	$1,106,780.05
Current End Date:	09/30/2014	**Sponsor Completed Projects:**	6	**RCO Paid To Date (90%):**	$996,102.05
		Sponsor Not Completed Projects:	2	**RCO Remaining (10%):**	$110,678.00
Last Progress Report:		**Sponsor Dead Projects:**	1	**Last Billing Date:**	04/23/2014

PROJECT AGREEMENT DESCRIPTION:

The Qwuloolt Estuary Restoration Project represents a broad-based interagency and community effort to restore historic tidal processes and a functioning estuary intertidal marsh system to 400 acres of isolated floodplain within the lower Snohomish River estuary. The project will also restore natural hydrologic connection and functions to two stream systems and provide unrestricted fish access to 16 miles of upstream spawning and rearing habitat. Overall restoration work will involve breaching the levee along Ebey Slough, installing a setback levee to protect adjacent properties located in the floodplain, filling ditches, excavating stream and tidal channels, and planting native shrub and tree species in shoreline riparian areas. Total project cost is estimated to be more than $12,000,000 including land acquisition.
This project involves initial restoration activities including channel excavation and ditch filling, treatment of invasive reed canary grass, year one construction of approximately 4,000 feet of the west setback levee, restoration of more than 1 mile of historic and new channel with riparian plantings, project permitting, design, and management tasks. These funds will supplement tribal funds to meet a 35% local cost-share obligation for working with the US Army Corps of Engineers under the Puget Sound and Adjacent Waters Program.

PROJECT FUNDING (CURRENT):

Bien	Fund	Appn	Reapp Ind	Orig Bien	Orig Appn	Grant	Activity	SubActiv	SO	Amount
13-15	057	I13	Reapp	09-11	I13		ALEA	ALEA	NZ	$456,780.05
13-15	057	I03	Reapp	07-09	I03		PSARP	PROJ	NZ	$650,000.00

QUESTIONS:

	Yes	No	N/A	Other (see notes)
Is the amendment request consistent with the original project intent?	☑	☐	☐	☐
Did the sponsor provide adequate justification for the proposed change?	☑	☐	☐	☐
Did the sponsor exhaust all practical alternatives before requesting the amendment?	☑	☐	☐	☐
Is the current project meeting its milestone obligations to RCO?	☐	☐	☐	☑
Is the current project meeting its billing obligations to RCO?	☑	☐	☐	☐

	Yes	No	N/A	Other (see notes)
Did the sponsor have little control over the condition causing the amendment?	☑	☐	☐	☐
Does the sponsor have a good track record of implementing projects?	☑	☐	☐	☐
Will the proposed change help implement the project faster?	☐	☑	☐	☐
Is the project change a result of a design and /or permitting requirement?	☐	☐	☐	☑
Will this action cause funding to be re-appropriated? Maybe	☐	☐	☐	☐
Is staff recommending approval of this amendment request?	☑	☐	☐	☐
Does the Lead Entity support the proposed change and is the documentation provided (letter or e-mail)?	☑	☐	☐	☐
Is the proposed change technically sound? Has the Review Panel reviewed the change? If so, have their comments been incorporated into the request (i.e. conditioning)?	☑	☐	☐	☐

NOTES AND ANALYSIS:

See the SRFB subcommittee summary for more information. Other briefings are also attached for reference.

Hi Tara-
here's a suite of amendments for Quvlooit
thanks
-e

Twalip Tribe mailed 9/9

RCO ROUTING SLIP

Project Manager	ecb 9/9/14
OGM Senior	
Section Manager	tg 9/9/14
Fiscal *	
Deputy Director	
Director	

** Fiscal reviews all amendments with cost changes*

Comments:

Quvlooit Estuary Restoration
(1) 09-1277 Cost Increase
(2) 09-1277 Time Ext approved by SRFB subcommittee 9/4/14
(3) 10-1469 Time Extension

WASHINGTON STATE
Recreation and
Conservation Office

9/9/14 AB

Amendment to Project Agreement

Project Sponsor: Tulalip Tribe
Project Title: Qwuloolt Estuary Restoration - Construction

Project Number: 09-1277 R
Amendment Number: 11

RCO
SEP 09 2014
SCANNED AB

Amendment Type:

Time Extension

Amendment Description:

Pursuant to a request from Tulalip Tribe the Project Agreement identified above is amended to extend the end date of this agreement.

The project period of 10/16/2009 to 09/30/2014 is extended to allow the contracting party until 12/31/2015 to complete the project.

Agreement Terms

In all other respects the Agreement, to which this is an Amendment, and attachments thereto, shall remain in full force and effect. In witness whereof the parties hereto have executed this Amendment.

State Of Washington
Recreation and Conservation Office

BY: Scott T. Robinson
Kaleen Cottingham

TITLE: Director

DATE: 9/9/14

Pre-approved as to form:
By: /S/
Assistant Attorney General

AMENDMENT APPROVAL FOR

	Date	Initials
Grant Mgr:	9/9/14	ecb
Section Mgr:	9/9/14	TB
Fiscal:		
Deputy:		
Director:		

Project #: 09-1277 Restoration

Amendment #: 11 - Time Extension

Project Title: Qwuloolt Estuary Restoration - Construction

Project Sponsor: Tulalip Tribe

AMENDMENT DESCRIPTION:

The project period of 10/16/2009 to 09/30/2014 is extended to allow the contracting party until 12/31/2015 to complete the project.

PROJECT SUMMARY:

Board Funded Date:	10/23/2009	**Prior Time Extensions:**	4	**RCO Amount:**	$1,106,780.05
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Original End Date:	01/01/2012	**Sponsor Active Projects:**	3	**Total:**	$1,106,780.05
Current End Date:	09/30/2014	**Sponsor Completed Projects:**	6	**RCO Paid To Date (90%):**	$996,102.05
		Sponsor Not Completed Projects:	2	**RCO Remaining (10%):**	$110,678.00
Last Progress Report:		**Sponsor Dead Projects:**	1	**Last Billing Date:**	04/23/2014

PROJECT AGREEMENT DESCRIPTION:

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This project involves initial restoration activities including channel excavation and ditch filling, treatment of invasive reed canary grass, year one construction of approximately 4,000 feet of the west setback levee, restoration of more than 1 mile of historic and new channel with riparian plantings, project permitting, design, and management tasks. These funds will supplement tribal funds to meet a 35% local cost-share obligation for working with the US Army Corps of Engineers under the Puget Sound and Adjacent Waters Program.

PROJECT FUNDING (CURRENT):

Bien	Fund	Appn	Reapp Ind	Orig Bien	Orig Appn	Grant	Activity	SubActiv	SO	Amount
13-15	057	I13	Reapp	09-11	I13		ALEA	ALEA	NZ	$456,780.05
13-15	057	I03	Reapp	07-09	I03		PSARP	PROJ	NZ	$650,000.00

QUESTIONS:

	Yes	No	N/A	Other (see notes)
Is the amendment request consistent with the original project intent?	☑	☐	☐	☐
Did the sponsor provide adequate justification for the proposed change?	☑	☐	☐	☐
Did the sponsor exhaust all practical alternatives before requesting the amendment?	☑	☐	☐	☐
Is the current project meeting its milestone obligations to RCO?	☑	☐	☐	☐
Is the current project meeting its billing obligations to RCO?	☑	☐	☐	☐
Did the sponsor have little control over the condition causing the amendment?	☑	☐	☐	☐

	Yes	No	N/A	Other (see notes)
Does the sponsor have a good track record of implementing projects?	☑	☐	☐	☐
Will the proposed change help implement the project faster?	☐	☑	☐	☐
Is the project change a result of a design and /or permitting requirement?	☑	☐	☐	☐
Will this action cause funding to be re-appropriated?	☐	☑	☐	☐
Is staff recommending approval of this amendment request?	☑	☐	☐	☐
Does the Lead Entity support the proposed change and is the documentation provided (letter or e-mail)?	☑	☐	☐	☐
Is the proposed change technically sound? Has the Review Panel reviewed the change? If so, have their comments been incorporated into the request (i.e. conditioning)?	☑	☐	☐	☐

NOTES AND ANALYSIS:

See OGM memo & SRFB subcomm. Hee summary for more information.

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Web site: www.rco.wa.gov

STATE OF WASHINGTON

RECREATION AND CONSERVATION OFFICE

September 9, 2014

Kurt Nelson
Tulalip Tribe
6406 Marine Dr
Tulalip, WA 98271

RE: Qwuloolt Estuary Restoration - Construction, RCO #09-1277R
Amendment #: 11

Dear Mr. Nelson:

Staff has received your time extension request for the above-referenced project. Based on a review of Project Agreement milestones and circumstances you have described in your correspondence, your request is approved.

Attached are an original Project Agreement amendment and revised Milestone Report for your records. No signature is required on your part; this amendment is fully executed. If you have any questions, please call Elizabeth Butler at (360) 725-3944 or send an e-mail to elizabeth.butler@rco.wa.gov.

Sincerely,

Kaleen Cottingham
Director

Enclosures

WASHINGTON STATE
Recreation and
Conservation Office

5/13/14

Amendment to Project Agreement

Project Sponsor: Tulalip Tribe
Project Title: Qwuloolt Estuary Restoration - Construction

Project Number: 09-1277 R
Amendment Number: 9

RCO
MAY 13 2014
SCANNED AB

Amendment Type:

Time Extension

Amendment Description:

Pursuant to a request from Tulalip Tribe the Project Agreement identified above is amended to extend the end date of this agreement.

The project period of 10/16/2009 to 06/30/2014 is extended to allow the contracting party until 09/30/2014 to complete the project.

Agreement Terms

In all other respects the Agreement, to which this is an Amendment, and attachments thereto, shall remain in full force and effect. In witness whereof the parties hereto have executed this Amendment.

State Of Washington
Recreation and Conservation Office

BY: Kaleen Cottingham
Kaleen Cottingham

TITLE: Director

DATE: 5/13/14

Pre-approved as to form:
By: /S/
Assistant Attorney General

WASHINGTON STATE
Recreation and
Conservation Office

Progress Report 1/25/14-3/31/14

Project #09-1277, Qwuloolt Estuary Restoration - Construction

Submitted by Josh Meidav on 03/24/2014 — Accepted by Elizabeth Butler on 04/10/2014

CONTACTS

Primary Sponsor: Tulalip Tribe

Lead Entity: Snohomish County LE

Managing Agency: Rec. and Conserv. Office

Project Contact: Kurt Nelson
knelson@tulaliptribes-nsn.gov

Alt Project Contact: Josh Meidav
jmeidav@tulaliptribes-nsn.gov

RCO Grant Manager: Elizabeth Butler
elizabeth.butler@rco.wa.gov

COSTS TO DATE

Project Start Date: 10/16/2009 **Original End Date:** 01/01/2012 **FundingEnd Date:** 06/30/2014

Funding Formula:	Requested		Original		Current	
Aquatic Lands Enhancement Acct:	$0.00	(0%)	$0.00	(0%)	$456,780.05	(41%)
Puget Sound Acq. & Restoration:	$500,000.00	(85%)	$500,000.00	(85%)	$650,000.00	(59%)
Sponsor Match:	$90,000.00	(15%)	$90,000.00	(15%)	$0.00	(0%)
Total:	$590,000.00	(100%)	$590,000.00	(100%)	$1,106,780.05	(100%)

Paid To Date: $956,780.05
Remaining RCO Funds: $150,000.00
Advance Balance: $0.00
Match Bank: $0.00

Admin Limit: $0.00
Admin Spent: $0.00
A&E Limit: $0.00
A&E Spent: $39,396.96 3.55%

Last Released Billing: 06/14/2013
Pending Billing: No
Number of Billings: 5

AMENDMENTS

#	Type	Applied Date	Description
8	Cost Change	09/20/2013	Funding is increased by $100,000 of 2007-2009 PSAR return funds from 10-1877, to afford higher than anticipated construction costs bringing the total Project Agreement to $1,106,780.05.
7	Cost Change	08/06/2013	Funding is increased by $50,000 of 2007-2009 PSAR return funds, to afford higher than anticipated construction costs bringing the total Project Agreement to $1,006,780.05.
6	Time Extension	06/13/2013	The project period of 10/16/2009 to 06/30/2013 is extended to allow the contracting party until 06/30/2014 to complete the project.
5	Time Extension	09/14/2012	The project period of 10/16/2009 to 09/30/2012 is extended to allow the contracting party until 06/30/2013 to complete the project.
4	Special Conditions Change	07/18/2012	Completion of the earlier project, Qwuloolt Estuary Phase II Design (07-1624), was significantly delayed. In order to facilitate closing the 07-1624 project agreement with submittal of 95% Designs, a special condition for completion of the Qwuloolt Estuary restoration final design deliverables is added to this project agreement.
3	Cost Change	03/07/2012	This PSAR funded project provides the primary source of match for the ALEA funded project No. 06-1604 "Qwuloolt Estuary Restoration and Trail" and is similar in scope and schedule. In order to streamline contracting, this amendment will integrate No. 06-1604 into No. 09-1277 by aligning the scope of work and increasing the agreement amount by $456,780.05 of unspent ALEA program funds, bringing the project agreement to total $956,780.05 in funding.
2	Scope Change	01/25/2012	The project scope is changed to remove the levee breach and second year west levee construction, and to add channel restoration with riparian planting.
1	Time Extension	12/06/2011	The project period of 10/16/2009 to 01/01/2012 is extended to allow the contracting party until 09/30/2012 to complete the project.

PROGRESS REPORT QUESTIONS

#	Question	Answer	Answer Description
1 of 4	Are there any significant challenges that might hinder progress or keep you from meeting your project milestones? If so, please tell us about them.	Yes	Under the Milestones heading, it is stated that by 6/30/14 restoration would be completed. We plan to have a signficant portion of the setback levee constructed (currently at 40%). Construction of the remaining 60% of the setback levee is scheduled to start up 6/1/14, which is dependent on site conditions and material availabilty. As for levee material availability we are working to meet the quantity and quality specifications needed by the Corps of Engineers and their contractor for commencing work in early June., By the end of 6/30/14, more than 50% of the setback levee should be completed. Currently, interior site elements such as agricultural ditch filling, remeandering channels, wave attenuation berm construction, and native planting are at 80% completion. Given the current timeline, requirements for the Stewardship Plan, also slated for 6/30/14, should be discussed between Tulalip and RCO staff.
2 of 4	Describe the work accomplished during this reporting period.		Construction was suspended during the last reporting period until June, when conditions will improve for construction. Unanticipated cost increases in 2013 and the need for additional levee material has resulted in a funding shortfall for 2014. To remedy this situation, the Tulalip Tribes have been seeking addional funds from multiple sources during this reporting period. Construction related actions, as well as actions to address the funding shortfall, during this period included: 1) Application packets were developed and sent for the WDOE Floodplains Grant and WDOE NEP Grant, which would address a large portion of the budget shortfall for Qwuloolt. We have been successful in our funding hunt this winter/spring, with WDOE Floodplains Grant, 319 grant, NRDA settlement, and Tribal matching funds coming through, so additional funding will likely not be needed. As a note, we ranked 2nd out of 27 for the WDOE NEP Grant, but because the WDOE Floodplains Grant also was slated for funding with a bigger allotment, we are getting the WDOE Floodplains Grant-- which should cover the shortfall coupled with the other funds listed above. 2) A levee blending geotechnical contract was developed and initiated in order to provide quantitative analyses to ensure meeting USACE specifications for the levee material. Initial samples and laboratory testing have provided us with a target ratio for levee material blending in concordance with USACE's specifications. 3) A levee blending construction bid package has been completed and a contractor will be chosen by the end of the month (March 2014) if not sooner. 4) Ongoing weekly project management meetings between the Tribe and the Corps have maintained clear communication during the construction pause that have addressed funding, sequencing, near term on-the-ground actions, and technical approaches.

3 of 4	Do you anticipate any changes to your project? Please describe those changes here.	Yes	The completion of the restoration for this portion of the project, the setback levee, is not scheduled for completion until the 3rd quarter reporting period, late July. The delays are are a result of: wet site conditions; the need to blend material on-site; the need to procure more levee material; and, a relatively small stockpile footprint on-site that will necessitate handling of the levee material more than once. In addition, there are adjustments to be made to the storwmater features on the east side of the project. The designs are being developed by Tulalip's contractor and the City of Marysville and are being vetted and refined in a collaborative approach between the City and the Tribes.
4 of 4	Tell us about work planned for the next reporting period.		The work will focus on levee material delivery: 1) We will be blending ~17,000 cubic yards on site from two different material sources in order to meet the material specifications for the USACE designed setback levee. 2) We will be purchasing ~20,00 cubic yards of material that will be hauled to the site for setback levee construction. 3) We will be hauling ~14,000 cubic yards from a site on the Reservation to Qwuloolt for use in setback levee construction. We will be conducting geotechnical assessments on all of these materials to assess how they meet the USACE's specifications for setback levee material, as designated for particular layers of the levee.

MILESTONES

Milestone	Target Date	Description	Completed	Delayed	New Target Date	Progress/Reason for Delay
Project Start	10/16/2009		X			
Cultural Resources Complete	10/16/2009	Completed in 2008	X			
Applied for Permits	03/01/2010	Federal permits were submitted in 2009	X			
Progress Report Submitted	03/15/2011		X			
Annual Project Billing	03/15/2011	and at least once per year thereafter	X			
Progress Report Submitted	09/30/2011		X			
Progress Report Submitted	03/16/2012		X			
RFP Complete/Consultant Hired	05/30/2012	was 07/01/2011	X			
Annual Project Billing	07/31/2012		X			
Progress Report Submitted	07/31/2012		X			
Permits Complete	09/21/2012		X			
Bid Awarded/Contractor Hired	09/24/2012		X			
Progress Report Submitted	12/31/2012		X			
Restoration Started	02/13/2013	USACE portion	X			
Progress Report Submitted	04/30/2013		X			
Final Design to RCO	07/31/2013	Per Special Condition to Grant Agreement	X			
Progress Report Submitted	09/30/2013		X			
Progress Report Submitted	12/31/2013		X			
Progress Report Submitted	03/31/2014		X			
Agreement End Date	06/30/2014					
Final Report in PRISM	06/30/2014					
Stewardship Plan to RCO	06/30/2014					
Restoration Complete	06/30/2014			X	07/31/2014	Currently, we are at 40% completion of the setback levee construction. Delays are a result of: site conditions (wet); the need to blend material on-site, the need to procure more material, and a relatively small stockpile footprint on-site.
Final Design to RCO	07/31/2014	As-built				
Final Billing to RCO	08/30/2014					

PERMITS

Type	Applied Date	Received Date	Expiration Date	Permit Number	Comments
Clear & Grade Permit	08/01/2012	10/9/2012		G12-0023 and G	
Cultural Assessment [Section 106]		12/9/2008		120808-24-COE	Survey in 2006 and 2008. Determination of No Historic Properties Affected.
Dredge/Fill Permit [Section 10/404 or 404]	05/28/2010	11/16/2010		NWS-2010-007	
Endangered Species Act Compliance [ESA]		1/12/2009		13410-2009-I-01	USFWS Fish Passage/Habitat Restoration Programmatic, NMFS Section 4(d) Limit Number 8 (Habitat Restoration)
Hydraulics Project Approval [HPA]	08/08/2012	9/5/2012		120658-2	
SEPA	05/28/2010	6/29/2011		PA 10013	
Shoreline Permit	05/28/2010	8/2/2011		PA 10013	This permit was appealed, but permit was upheld 9/13/2011.
Water Quality Certification [Section 401]	12/24/2008	2/4/2009		PI-09-11	Ecology certifies that work complies with CWA and CZMA and State CZMP.

Permit Questions

#	Question	Answer	Answer Description
1 of 3	Any additional mitigation requirements? If so, please describe.	No	
2 of 3	Are there any additional permits required? If so, please describe.	No	
3 of 3	Tell us about your progress with securing your permits or ESA consultation		This was completed as of 2009.

Butler, Elizabeth (RCO)

From: Kurt Nelson <knelson@tulaliptribes-nsn.gov>
Sent: Wednesday, May 07, 2014 1:02 PM
To: Butler, Elizabeth (RCO)
Cc: Joshua Meidav
Subject: Extension of 09-1277R

Elizabeth,

The referenced grant is due to expire the end of June. We are planning on expending the remaining grant funds over the next work window June – September. Because the work window extends beyond the current grant expiration date we would like to request the grant be extended through September to allow time to complete the remaining actions within the project site including the surcharge phase of the new setback levee.

Sincerely,
Kurt Nelson
Environmental Division Manager
Tulalip Tribes Natural and Cultural Resources Department
6406 Marine Dr.
Tulalip WA 98271

Bahr, Amee (RCO)

From: Butler, Elizabeth (RCO)
Sent: Friday, May 09, 2014 10:40 AM
To: Bahr, Amee (RCO)
Subject: FW: Approval of No-Cost Time Extension of 09-1277R
Attachments: image003.jpg

Hi Amee,

Could you please print this email and attach it to the Qwuloolt Time Extension Amendment I left with you yesterday? Then it can go to Marc, then Tara, etc.

Thank you so much!
Cheers
e

From: Blanton, Michael (PSP)
Sent: Friday, May 09, 2014 10:38 AM
To: Butler, Elizabeth (RCO)
Cc: Dorner, Jeanette (PSP); Blanton, Michael (PSP); Cole, Heather (PSP)
Subject: Approval of No-Cost Time Extension of 09-1277R

Greetings Elizabeth,

Please accept this email as approval of the no-cost time extension for the Qwuloolt 09-1277R project. The new project end date will be September 30, 2014.

This is a wonderful project and we sincerely appreciate the time and effort put forward by the project sponsors and our project contracting team at RCO. Thank you.

Very Kind Regards,

Michael L. Blanton
PSAR – Program Manager
Puget Sound Partnership
360-464-2007 office
360-485-8954 cell

From: Butler, Elizabeth (RCO)
Sent: Thursday, May 08, 2014 9:29 AM
To: Blanton, Michael (PSP)
Subject: FW: Extension of 09-1277R
Importance: High

Hi Michael,

Tulalip needs 3 more months to complete the Qwuloolt scope of work. They've requested a time extension through Sept 30, 2014.

$1,024,166.04 has been approved for reimbursement, but a portion is being held as retainage.

$82,614.01 remains of the 07-09 PSAR funding. Can you send me a quick email from PSP to support this time extension amendment?

https://secure.rco.wa.gov/prism/search/projectsnapshot.aspx?ProjectNumber=09-1277

Thanks!

Elizabeth

Elizabeth Butler
360.725.3944
SRFB Grants Manager
Recreation and Conservation Office

RCO/SRFB Website: http://www.rco.wa.gov/salmon_recovery
State of Salmon: http://stateofsalmon.wa.gov/
Salmon Recovery Videos: http://www.youtube.com/user/WashingtonRCO

From: Kurt Nelson [mailto:knelson@tulaliptribes-nsn.gov]
Sent: Wednesday, May 07, 2014 1:02 PM
To: Butler, Elizabeth (RCO)
Cc: Joshua Meidav
Subject: Extension of 09-1277R

Elizabeth,

The referenced grant is due to expire the end of June. We are planning on expending the remaining grant funds over the next work window June – September. Because the work window extends beyond the current grant expiration date we would like to request the grant be extended through September to allow time to complete the remaining actions within the project site including the surcharge phase of the new setback levee.

Sincerely,
Kurt Nelson
Environmental Division Manager
Tulalip Tribes Natural and Cultural Resources Department
6406 Marine Dr.
Tulalip WA 98271

AMENDMENT APPROVAL FORM

	Date	Initials
Grant Mgr:	5/8/14	ecb
Section Mgr:	5/12/14	for TG MJS
Fiscal:		
Deputy:	5/12/14	SMC
Director:	5/13/	

Project #: 09-1277 Restoration

Amendment #: 9 - Time Extension

Project Title: Qwuloolt Estuary Restoration - Construction

Project Sponsor: Tulalip Tribe

Staff notes on reverse

AMENDMENT DESCRIPTION:

The project period of 10/16/2009 to 06/30/2014 is extended to allow the contracting party until 09/30/2014 to complete the project.

PROJECT SUMMARY:

Board Funded Date:	10/23/2009	**Prior Time Extensions:**	3	**RCO Amount:**	$1,106,780.05
Project Start Date:	10/16/2009	**Other External Amendments:**	5	**Sponsor Match Amount:**	$0.00
Original End Date:	01/01/2012	**Sponsor Active Projects:**	3	**Total:**	$1,106,780.05
Current End Date:	06/30/2014	**Sponsor Completed Projects:**	6	**RCO Paid To Date (86%):**	$956,780.05
		Sponsor Not Completed Projects:	2	**RCO Remaining (14%):**	$150,000.00
Last Progress Report:		**Sponsor Dead Projects:**	1	**Last Billing Date:**	06/12/2013

PROJECT AGREEMENT DESCRIPTION:

The Qwuloolt Estuary Restoration Project represents a broad-based interagency and community effort to restore historic tidal processes and a functioning estuary intertidal marsh system to 400 acres of isolated floodplain within the lower Snohomish River estuary. The project will also restore natural hydrologic connection and functions to two stream systems and provide unrestricted fish access to 16 miles of upstream spawning and rearing habitat. Overall restoration work will involve breaching the levee along Ebey Slough, installing a setback levee to protect adjacent properties located in the floodplain, filling ditches, excavating stream and tidal channels, and planting native shrub and tree species in shoreline riparian areas. Total project cost is estimated to be more than $12,000,000 including land acquisition.
This project involves initial restoration activities including channel excavation and ditch filling, treatment of invasive reed canary grass, year one construction of approximately 4,000 feet of the west setback levee, restoration of more than 1 mile of historic and new channel with riparian plantings, project permitting, design, and management tasks. These funds will supplement tribal funds to meet a 35% local cost-share obligation for working with the US Army Corps of Engineers under the Puget Sound and Adjacent Waters Program.

PROJECT FUNDING (CURRENT):

Bien	Fund	Appn	Reapp Ind	Orig Bien	Orig Appn	Grant	Activity	SubActiv	SO	Amount
13-15	057	I13	Reapp	09-11	I13		ALEA	ALEA	NZ	$456,780.05
13-15	057	I03	Reapp	07-09	I03		PSARP	PROJ	NZ	$650,000.00

QUESTIONS:

	Yes	No	N/A	Other (see notes)
Is the amendment request consistent with the original project intent?	☑	☐	☐	☐
Did the sponsor provide adequate justification for the proposed change?	☑	☐	☐	☐
Did the sponsor exhaust all practical alternatives before requesting the amendment?	☑	☐	☐	☐
Is the current project meeting its milestone obligations to RCO?	☑	☐	☐	☐
Is the current project meeting its billing obligations to RCO?	☑	☐	☐	☐
Did the sponsor have little control over the condition causing the amendment?	☑	☐	☐	☐

	Yes	No	N/A	Other (see notes)
Does the sponsor have a good track record of implementing projects?	☑	☐	☐	☐
Will the proposed change help implement the project faster?	☐	☑	☐	☐
Is the project change a result of a design and /or permitting requirement?	☐	☑	☐	☐
Will this action cause funding to be re-appropriated?	☐	☑	☐	☐
Is staff recommending approval of this amendment request?	☑	☐	☐	☐
Does the Lead Entity support the proposed change and is the documentation provided (letter or e-mail)?	☑	☐	☐	☐
Is the proposed change technically sound? Has the Review Panel reviewed the change? If so, have their comments been incorporated into the request (i.e. conditioning)?	☑	☐	☐	☐

NOTES AND ANALYSIS:

The last piece of the project scope to be completed is the first year of setback levee construction. The restoration work is well under way, and at the end of March 2014 the sponsor estimates that 40% of the setback levee is constructed. A wet construction season and need for additional levee construction material resulted in construction delays and rising project costs. The sponsor was successful in securing additional funding from ECY Floodplains by Design and a Puget Sound Watersheds NEP grants to afford the cost increases.

The sponsor requested a 3 month time extension to allow for completion of this scope of work and fully expend the grant funding.

To date, $1,024,166.04 has been approved for reimbursement, but a portion is being held as retainage.

$82,614.01 remains of the 07-09 PSAR funding.

This project is a very high priority for the Snohomish LE, and the Puget Sound Region.

After this project agreement is closed complete later this year, the final phase of the restoration construction will continue culminating in a breach of the levee along Ebey Slough. The surcharge phase of the new levee will be completed in the next two to three months. Then the new levee needs to settle for 7 months, after settlement the new levee will be cut to the final design grade, excess material will be placed along the toe of the new levee. After the final grading in early summer the Corps contractor will shift to removing the old levee and excavating the breach. This will take place during the summer or early fall of 2015.

Then, the real ecosystem restoration process will begin as the river and tides deliver the additional sediment necessary to support salt marsh flora and fauna.

Progress report attached.

Time Extention: Takes (Side 2) project over 3 years so needs KC approval.

Salt

I signed - Curious on how much of this grant had been spend.

ICdcw

Natural Resources Building
1111 Washington St. S.E.
Olympia, WA 98501

P.O. Box 40917
Olympia, WA 98504-0917

(360) 902-3000
TTY (360) 902-1996
Fax: (360) 902-3026

E-mail: info@rco.wa.gov
Web site: www.rco.wa.gov

STATE OF WASHINGTON

RECREATION AND CONSERVATION OFFICE

April 10, 2014

Kurt Nelson
Tulalip Tribe
6406 Marine Dr
Tulalip, WA 98271

RE: Qwuloolt Estuary Restoration - Construction, RCO #09-1277R
Amendment #: 9

Dear Mr. Nelson:

Staff has received your time extension request for the above-referenced project. Based on a review of Project Agreement milestones and circumstances you have described in your correspondence, your request is approved.

Attached are an original Project Agreement amendment and revised Milestone Report for your records. No signature is required on your part; this amendment is fully executed. If you have any questions, please call Elizabeth Butler at (360) 725-3944 or send an e-mail to elizabeth.butler@rco.wa.gov.

Sincerely,

Kaleen Cottingham
Director

Enclosures

WASHINGTON STATE
Recreation and
Conservation Office

Amendment to Project Agreement

MJ
9/20/13

Project Sponsor: Tulalip Tribe
Project Number: 09-1277R
Project Title: Qwuloolt Estuary Restoration - Construction
Amendment Number: 8

Amendment Type:

Cost Change

Amendment Description:

Funding is increased by $100,000 of 2007-2009 PSAR return funds from 10-1877, to afford higher than anticipated construction costs bringing the total Project Agreement to $1,106,780.05.

Project Funding:

The total cost of the project for the purpose of this Agreement changes as follows:

	Old Amount		New Amount	
	Amount	%	Amount	%
RCO - ALEA	$456,780.05	45.37%	$456,780.05	41.27%
RCO - PSAR	$550,000.00	54.63%	$650,000.00	58.73%
Project Sponsor	$0.00	0.00%	$0.00	0.00%
Total Project Cost	$1,006,780.05	100%	$1,106,780.05	100%
Admin Limit	$0.00	0.00%	$0.00	0.00%
A&E Limit	$167,796.67	20.00%	$184,463.34	20.00%

Agreement Terms

In all other respects the Agreement, to which this is an Amendment, and attachments thereto, shall remain in full force and effect. In witness whereof the parties hereto have executed this Amendment.

State Of Washington
Recreation and Conservation Office

BY: Scott T. Robertson
Kaleen Cottingham

TITLE: Director

DATE: 8/7/2013

Pre-approved as to form:

BY: /S/
Assistant Attorney General

Tulalip Tribe

AGENCY: The Tulalip Tribes of Washington

BY: Mel Sheldon
Mel Sheldon

TITLE: Tribal Chairman

DATE: September 9, 2013

RECEIVED
SEP 20 2013
RECREATION AND CONSERVATION OFFICE

WASHINGTON STATE
Recreation and
Conservation Office

MJ
8/6/13

Amendment to Project Agreement

Project Sponsor: Tulalip Tribe
Project Number: 09-1277R
Project Title: Qwuloolt Estuary Restoration - Construction
Amendment Number: 7

Amendment Type:

Cost Change

Amendment Description:

Funding is increased by $50,000 of 2007-2009 PSAR return funds, to afford higher than anticipated construction costs bringing the total Project Agreement to $1,006,780.05.

Project Funding:

The total cost of the project for the purpose of this Agreement changes as follows:

	Old Amount		New Amount	
	Amount	%	Amount	%
RCO - ALEA	$456,780.05	47.74%	$456,780.05	45.37%
RCO - PSAR	$500,000.00	52.26%	$550,000.00	54.63%
Project Sponsor	$0.00	0.00%	$0.00	0.00%
Total Project Cost	$956,780.05	100%	$1,006,780.05	100%
Admin Limit	$0.00	0.00%	$0.00	0.00%
A&E Limit	$159,463.34	20.00%	$167,796.67	20.00%

Agreement Terms

In all other respects the Agreement, to which this is an Amendment, and attachments thereto, shall remain in full force and effect. In witness whereof the parties hereto have executed this Amendment.

State Of Washington
Recreation and Conservation Office

BY: Scott T. Robinson
Kaleen Cottingham

TITLE: Director

DATE: 6/26/13

Pre-approved as to form:

BY: /S/
Assistant Attorney General

Tulalip Tribe

AGENCY: Tulalip Tribes

BY: Mel Sheldon

TITLE: Chairman

DATE: 8.1.2013

RECEIVED
AUG - 6 2013
RECREATION AND CONSERVATION OFFICE

Amendment Agreement Description

Project Sponsor: Tulalip Tribe
Project Number: 09-1277 R
Project Title: Qwuloolt Estuary Restoration - Construction
Amendment Number: 7

Agreement Description

The Qwuloolt Estuary Restoration Project represents a broad-based interagency and community effort to restore historic tidal processes and a functioning estuary intertidal marsh system to 400 acres of isolated floodplain within the lower Snohomish River estuary. The project will also restore natural hydrologic connection and functions to two stream systems and provide unrestricted fish access to 16 miles of upstream spawning and rearing habitat. Overall restoration work will involve breaching the levee along Ebey Slough, installing a setback levee to protect adjacent properties located in the floodplain, filling ditches, excavating stream and tidal channels, and planting native shrub and tree species in shoreline riparian areas. Total project cost is estimated to be more than $12,000,000 including land acquisition.
This project involves initial restoration activities including channel excavation and ditch filling, treatment of invasive reed canary grass, year one construction of approximately 4,000 feet of the west setback levee, restoration of more than 1 mile of historic and new channel with riparian plantings, project permitting, design, and management tasks. These funds will supplement tribal funds to meet a 35% local cost-share obligation for working with the US Army Corps of Engineers under the Puget Sound and Adjacent Waters Program.

Amendment Special Conditions

Project Sponsor: Tulalip Tribe
Project Title: Qwuloolt Estuary Restoration - Construction

Project Number: 09-1277 R
Amendment Number: 7

Special Conditions

A. Sponsor Matching Fund Commitments: The $490,649.52 of ALEA-required sponsor match associated with Project No. 06-1604 is not added to this project agreement because it is exceeded and satisfied by the $500,000.00 PSAR program funding. The $90,000.00 PSAR required sponsor match associated with Project No. 09-1277 is removed from this project agreement because it is exceeded and satisfied by the $456,780.05 of ALEA program funding. The balance of $366,780.05 in ALEA funds exceeds the $27,000 match (15%) required for the additional increment of PSAR funds awarded through this Amendment No. 7. A balance of $339,780.05 in ALEA funds remains available to match future RCO funding.

B. The 06-1604 agreement will be changed to "Closed Not Complete" and restoration work will be completed under this 09-1277 project agreement.

C. Before reimbursement of any restoration-related expenses, the sponsor must comply with Governor's Executive Order 05-05 regarding Archaeological and Cultural Resources for the scope of work approved in this Project Agreement. The Recreation and Conservation Office will issue a notice to proceed when appropriate documentation has been received. In the event that archaeological or historic materials are discovered during project activities, work in the immediate vicinity must stop; the area must be secured, and the Sponsor must notify the concerned tribe's cultural staff and cultural committee, the Recreation and Conservation Office, and Department of Archaeology and Historic Preservation.

D. In order to facilitate closing the 07-1624 Qwuloolt Design project agreement with submittal of 95% Draft Designs, the final design deliverables will be completed under this 09-1277 project agreement. As per SRFB Policy Manual 18b, Appendix E: Assessments and Designs - Standard Stages of Project Development Defined.

Final Project Design

The final design process should address and resolve all substantial issues that may have been raised in the permitting and stakeholder review process, so that all stakeholders agree on the final plans. As with the preliminary design work, preparation of the final design should be done under the supervision of a licensed professional engineer. Final Design tasks typically include the following:

1. Revision of preliminary design drawings
2. Preparation of additional detailed drawings as needed to clarify the design of specific work items
3. Preparation of technical specifications to fully describe each part of the work.
4. Preparation of a final construction cost estimate
5. Preparation of contract bidding documents and general contract conditions
6. Permits and cultural resource review.

Final Project Design would conclude with a comprehensive and detailed set of project drawings, technical specifications, and contract documents (if the project is to be advertised for contractor bidding). An "Engineer's Estimate" of construction cost should also be prepared by the designer, for comparison with estimates provided by general contractors (bids).

Amendment Eligible Scope Activities

Project Sponsor: Tulalip Tribe
Project Number: 09-1277
Project Title: Qwuloolt Estuary Restoration - Construction
Project Type: Restoration
Program: Puget Sound Acq. & Restoration
Amendment #: 7

Project Metrics

Sites Improved

Stream miles restored:	1.00 *Approximately 1 mile will be restored upon breach of Ebey Slough levee. This will be completed in subsequent phases of the project.*
Project acres to be restored:	400.00 *400 acres will be restored upon breach of Ebey Slough levee. This will be completed in subsequent phases of the project.*

Restoration Metrics

Worksite #1, Qwuloolt

Targeted salmonid ESU/DPS:	Chinook Salmon-Puget Sound ESU, Chum Salmon-Puget Sound/Strait of Georgia ESU, Coho Salmon-Puget Sound/Strait of Georgia ESU, Pink Salmon-Odd year ESU, Steelhead-Puget Sound DPS
Targeted species (non-ESU species):	Bull Trout, Cutthroat
Project Identified In a Plan or Watershed Assessment:	Snohomish River Basin Salmon Conservation Plan, 2005
Type Of Monitoring:	None

Estuarine / Nearshore Project

Total Amount Of Estuarine / Nearshore Acres Treated:	400.0

Channel modification

Yards of Channel Modified/Created:	750 *constructed about 6500 ft of channel (stream and tidal)*
Acres of Estuary Treated:	400.0 *Includes treatment of reed canary grass. Full restoration will be complete upon breach of Ebey Slough levee. This will be completed in subsequent phases of the project.*

Dike Or berm modification / removal

Miles Of Dikes Removed:	0.00 *First year of west set back levee will be contructed (levee modification). Breach will be completed in subsequent phase of project.*
Acres of Habitat Made Available To Salmonids through dike or berm modification/removal:	0.0 *400 acres will be created upon breach of Ebey Slough levee. This will be completed in subsequent phases of the project.*

WASHINGTON STATE
Recreation and
Conservation Office

6/18/13

Amendment to Project Agreement

Project Sponsor: Tulalip Tribe
Project Title: Qwuloolt Estuary Restoration - Construction

Project Number: 09-1277 R
Amendment Number: 6

Amendment Type:

Time Extension

Amendment Description:

Pursuant to a request from Tulalip Tribe the Project Agreement identified above is amended to extend the end date of this agreement.

The project period of 10/16/2009 to 06/30/2013 is extended to allow the contracting party until 06/30/2014 to complete the project.

Agreement Terms

In all other respects the Agreement, to which this is an Amendment, and attachments thereto, shall remain in full force and effect. In witness whereof the parties hereto have executed this Amendment.

State Of Washington
Recreation and Conservation Office

BY: Kaleen Cottingham
Kaleen Cottingham

TITLE: Director

DATE: 6/13/13

Pre-approved as to form:
By: /S/
Assistant Attorney General

WASHINGTON STATE
Recreation and
Conservation Office

RCA
9/14/12

Amendment to Project Agreement

Project Sponsor: Tulalip Tribe
Project Title: Qwuloolt Estuary Restoration - Construction

Project Number: 09-1277 R
Amendment Number: 5

Amendment Type:

Time Extension

Amendment Description:

Pursuant to a request from Tulalip Tribe the Project Agreement identified above is amended to extend the end date of this agreement.

The project period of 10/16/2009 to 09/30/2012 is extended to allow the contracting party until 06/30/2013 to complete the project.

Agreement Terms

In all other respects the Agreement, to which this is an Amendment, and attachments thereto, shall remain in full force and effect. In witness whereof the parties hereto have executed this Amendment.

State Of Washington
Recreation and Conservation Office

BY: _____
Kaleen Cottingham

TITLE: Director

DATE: 9/14/12

Pre-approved as to form:
By: /S/
Assistant Attorney General

WASHINGTON STATE
Recreation and
Conservation Office

8f 7/18/12

Amendment to Project Agreement

Project Sponsor: Tulalip Tribe
Project Number: 09-1277R
Project Title: Qwuloolt Estuary Restoration - Construction
Amendment Number: 4

Amendment Type:

Special Conditions Change

Amendment Description:

Completion of the earlier project, Qwuloolt Estuary Phase II Design (07-1624), was significantly delayed. In order to facilitate closing the 07-1624 project agreement with submittal of 95% Designs, a special condition for completion of the Qwuloolt Estuary restoration final design deliverables is added to this project agreement.

Agreement Terms

In all other respects the Agreement, to which this is an Amendment, and attachments thereto, shall remain in full force and effect. In witness whereof the parties hereto have executed this Amendment.

State Of Washington
Recreation and Conservation Office

BY: _____
Kaleen Cottingham

TITLE: Director

DATE: 7/6/2012

BY: Pre-approved as to form:
/S/
Assistant Attorney General

Project Sponsor

AGENCY: Tulalip Tribes

BY: Mel Sheldon

TITLE: Chairman

DATE: 7/13/2012

RECEIVED
JUL 18 2012
RECREATION AND CONSERVATION OFFICE

Amendment Special Conditions

Project Sponsor: Tulalip Tribe **Project Number:** 09-1277 R
Project Title: Qwuloolt Estuary Restoration - Construction **Amendment Number:** 4

Special Conditions

A. Sponsor Matching Fund Commitments: The $490,649.52 of ALEA-required sponsor match associated with Project No. 06-1604 is not added to this project agreement because it is exceeded and satisfied by the $500,000.00 PSAR program funding. The $90,000.00 PSAR required sponsor match associated with Project No. 09-1277 is removed from this project agreement because it is exceeded and satisfied by the $456,780.05 of ALEA program funding.

B. The 06-1604 agreement will be changed to "Closed Not Complete" and restoration work will be completed under this 09-1277 project agreement.

C. Before reimbursement of any restoration-related expenses, the sponsor must comply with Governor's Executive Order 05-05 regarding Archaeological and Cultural Resources for the scope of work approved in this Project Agreement. The Recreation and Conservation Office will issue a notice to proceed when appropriate documentation has been received. In the event that archaeological or historic materials are discovered during project activities, work in the immediate vicinity must stop; the area must be secured, and the Sponsor must notify the concerned tribe's cultural staff and cultural committee, the Recreation and Conservation Office, and Department of Archaeology and Historic Preservation.

D. In order to facilitate closing the 07-1624 Qwuloolt Design project agreement with submittal of 95% Draft Designs, the final design deliverables will be completed under this 09-1277 project agreement. As per SRFB Policy Manual 18b, Appendix E: Assessments and Designs - Standard Stages of Project Development Defined.

Final Project Design

The final design process should address and resolve all substantial issues that may have been raised in the permitting and stakeholder review process, so that all stakeholders agree on the final plans. As with the preliminary design work, preparation of the final design should be done under the supervision of a licensed professional engineer. Final Design tasks typically include the following:

1. Revision of preliminary design drawings
2. Preparation of additional detailed drawings as needed to clarify the design of specific work items
3. Preparation of technical specifications to fully describe each part of the work.
4. Preparation of a final construction cost estimate
5. Preparation of contract bidding documents and general contract conditions
6. Permits and cultural resource review.

Final Project Design would conclude with a comprehensive and detailed set of project drawings, technical specifications, and contract documents (if the project is to be advertised for contractor bidding). An "Engineer's Estimate" of construction cost should also be prepared by the designer, for comparison with estimates provided by general contractors (bids).

WASHINGTON STATE
Recreation and
Conservation Office

Amendment to Project Agreement

MJ 3/7/12

Project Sponsor: Tulalip Tribe **Project Number:** 09-1277R

Project Title: Qwuloolt Estuary Restoration - Construction **Amendment Number:** 3

Amendment Type:

Cost Change

Amendment Description:

This PSAR funded project provides the primary source of match for the ALEA funded project No. 06-1604 "Qwuloolt Estuary Restoration and Trail" and is similar in scope and schedule. In order to streamline contracting, this amendment will integrate No. 06-1604 into No. 09-1277 by aligning the scope of work and increasing the agreement amount by $456,780.05 of unspent ALEA program funds, bringing the project agreement to total $956,780.05 in funding.

Project Funding:

The total cost of the project for the purpose of this Agreement changes as follows:

	Old Amount		New Amount	
	Amount	%	Amount	%
RCO - ALEA	$0.00	0.00%	$456,780.05	47.74%
RCO - PSAR	$500,000.00	84.75%	$500,000.00	52.26%
Project Sponsor	$90,000.00	15.25%	$0.00	0.00%
Total Project Cost	$590,000.00	100%	$956,780.05	100%
Admin Limit	$0.00	0.00%	$0.00	0.00%
A&E Limit	$55,000.00	10.28%	$159,463.34	20.00%

Agreement Terms

In all other respects the Agreement, to which this is an Amendment, and attachments thereto, shall remain in full force and effect. In witness whereof the parties hereto have executed this Amendment.

State Of Washington
Recreation and Conservation Office

BY: _____
Kaleen Cottingham

TITLE: Director

DATE: 2/21/12

Pre-approved as to form:

BY: /S/
Assistant Attorney General

Tulalip Tribe

AGENCY: _____

BY: _____

TITLE: Chairman

DATE: 3/6/2012

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RECREATION AND CONSERVATION OFFICE

Amendment Agreement Description

Project Sponsor: Tulalip Tribe
Project Number: 09-1277 R
Project Title: Qwuloolt Estuary Restoration - Construction
Amendment Number: 3

Agreement Description

The Qwuloolt Estuary Restoration Project represents a broad-based interagency and community effort to restore historic tidal processes and a functioning estuary intertidal marsh system to 400 acres of isolated floodplain within the lower Snohomish River estuary. The project will also restore natural hydrologic connection and functions to two stream systems and provide unrestricted fish access to 16 miles of upstream spawning and rearing habitat. Overall restoration work will involve breaching the levee along Ebey Slough, installing a setback levee to protect adjacent properties located in the floodplain, filling ditches, excavating stream and tidal channels, and planting native shrub and tree species in shoreline riparian areas. Total project cost is estimated to be $7,800,000.
This project involves initial restoration activities including channel excavation and ditch filling, year one construction of approximately 4,000 feet of the west setback levee, restoration of more than 1 mile of historic and new channel with riparian plantings, project permitting, design, and management tasks. These funds will supplement tribal funds to meet a 35% local cost-share obligation for working with the US Army Corps of Engineers under the Puget Sound and Adjacent Waters Program.

Amendment Special Conditions

Project Sponsor: Tulalip Tribe
Project Number: 09-1277 R
Project Title: Qwuloolt Estuary Restoration - Construction
Amendment Number: 3

Special Conditions

1. Sponsor Matching Fund Commitments: The $490,649.52 of ALEA-required sponsor match associated with Project No. 06-1604 is not added to this project agreement because it is exceeded and satisfied by the $500,000.00 PSAR program funding. The $90,000.00 PSAR required sponsor match associated with Project No. 09-1277 is removed from this project agreement because it is exceeded and satisfied by the $456,780.05 of ALEA program funding.
2. The 06-1604 agreement will be changed to "Closed Not Complete" and restoration work will be completed under this 09-1277 project agreement.
3. Before reimbursement of any restoration-related expenses, the sponsor must comply with Governor's Executive Order 05-05 regarding Archaeological and Cultural Resources for the scope of work approved in this Project Agreement. The Recreation and Conservation Office will issue a notice to proceed when appropriate documentation has been received. In the event that archaeological or historic materials are discovered during project activities, work in the immediate vicinity must stop; the area must be secured, and the Sponsor must notify the concerned tribe's cultural staff and cultural committee, the Recreation and Conservation Office, and Department of Archaeology and Historic Preservation.

Amendment Eligible Scope Activities

Project Sponsor: Tulalip Tribe
Project Number: 09-1277
Project Title: Qwuloolt Estuary Restoration - Construction
Project Type: Restoration
Program: Puget Sound Acq. & Restoration
Amendment #: 3

Project Metrics

Sites Improved

Stream miles restored:	1.00
	Approximately 1 mile will be restored upon breach of Ebey Slough levee. This will be completed in subsequent phases of the project.
Project acres to be restored:	400.00
	400 acres will be restored upon breach of Ebey Slough levee. This will be completed in subsequent phases of the project.

Restoration Metrics

Worksite #1, Qwuloolt

Targeted salmonid ESU/DPS:	Chinook Salmon-Puget Sound ESU, Chum Salmon-Puget Sound/Strait of Georgia ESU, Coho Salmon-Puget Sound/Strait of Georgia ESU, Pink Salmon-Odd year ESU, Steelhead-Puget Sound DPS
Targeted species (non-ESU species):	Bull Trout, Cutthroat
Project Identified In a Plan or Watershed Assessment:	Snohomish River Basin Salmon Conservation Plan, 2005
Type Of Monitoring:	None

Estuarine / Nearshore Project

Total Amount Of Estuarine / Nearshore Acres Treated:	400.00

Channel modification

Yards of Channel Modified/Created:	750
	constructed about 6500 ft of channel (stream and tidal)
Acres of Estuary Treated.:	400.0
	Restoration will be complete upon breach of Ebey Slough levee. This will be completed in subsequent phases of the project.

Dike Or berm modification / removal

Miles Of Dikes Removed:	0.00
	First year of west set back levee will be contructed (levee modification). Breach will be completed in subsequent phase of project.
Acres of Habitat Made Available To Salmonids through dike or berm modification/removal:	0.0
	400 acres will be created upon breach of Ebey Slough levee. This will be completed in subsequent phases of the project.

Estuarine/nearshore planting

WASHINGTON STATE
Recreation and
Conservation Office

Amendment to Project Agreement

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Project Sponsor: Tulalip Tribe
Project Number: 09-1277R
Project Title: Qwuloolt Estuary Restoration - Construction
Amendment Number: 2

Amendment Type:

Scope Change

Amendment Description:

The project scope is changed to remove the levee breach and second year west levee construction, and to add channel restoration with riparian planting.

Agreement Terms

In all other respects the Agreement, to which this is an Amendment, and attachments thereto, shall remain in full force and effect. In witness whereof the parties hereto have executed this Amendment.

State Of Washington
Recreation and Conservation Office

BY: _____
Kaleen Cottingham

TITLE: Director

DATE: 12/6/11

Pre-approved as to form:
BY: /S/
Assistant Attorney General

Project Sponsor

AGENCY: Tulalip Tribes

BY: mel sheldon
mel sheldon

TITLE: Tribal Chairman

DATE: 01-06-2012

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JAN 25 2012
RECREATION AND CONSERVATION OFFICE

WASHINGTON STATE
Recreation and
Conservation Office

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120611

Amendment to Project Agreement

Project Sponsor: Tulalip Tribe
Project Number: 09-1277 R
Project Title: Qwuloolt Estuary Restoration - Construction
Amendment Number: 1

Amendment Type:

Time Extension

Amendment Description:

Pursuant to a request from Tulalip Tribe the Project Agreement identified above is amended to extend the end date of this agreement.

The project period of 10/16/2009 to 01/01/2012 is extended to allow the contracting party until 09/30/2012 to complete the project.

Agreement Terms

In all other respects the Agreement, to which this is an Amendment, and attachments thereto, shall remain in full force and effect. In witness whereof the parties hereto have executed this Amendment.

State Of Washington
Recreation and Conservation Office

BY: _____
Kaleen Cottingham

TITLE: Director

DATE: 11/6/11

Pre-approved as to form:
By: /S/
Assistant Attorney General

Amendment Milestone Report

Project Number: 09-1277 R **Amendment Number:** 1
Project Name: Qwuloolt Estuary Restoration - Construction
Sponsor: Tulalip Tribe
IAC Project Manager: Elizabeth Butler

X	!	Milestone	Target Date	Comments/Description
X		Project Start	10/16/2009	
X	!	Cultural Resources Complete	10/16/2009	Completed in 2008
X	!	Applied for Permits	03/01/2010	Federal permits were submitted in 2009
X	!	Progress Report Submitted	03/15/2011	
X	!	Annual Project Billing	03/15/2011	and at least once per year thereafter
X	!	Progress Report Submitted	09/30/2011	
	!	Annual Project Billing	12/30/2011	
		A&E Plans Submitted	02/29/2012	Was 06/01/2011 for 90% Designs
	!	Progress Report Submitted	03/16/2012	
		RFP Complete	03/30/2012	Was 07/01/2011 Invitation to Bid
	!	Annual Project Billing	04/30/2012	
		Permits Complete	05/31/2012	
		Monitor/Steward Plan Submitted	05/31/2012	
		Bid Awarded/Consultant Hired	05/31/2012	Was 08/01/2011
		Construction Started	07/02/2012	was 08/15/2011
		Construction Complete	09/30/2012	was 11/1/2011
	!	Agreement End Date	09/30/2012	
		Monitoring Complete	09/30/2012	
		Final Docs/Billing to Mgmt Agy	11/30/2012	

X = Milestone Complete

! = Critical Milestone

Natural Resources Building
1111 Washington St. S.E.
Olympia, WA 98501

P.O. Box 40917
Olympia, WA 98504-0917

(360) 902-3000
TTY (360) 902-1996
Fax: (360) 902-3026

E-mail: info@rco.wa.gov
Web site: www.rco.wa.gov

STATE OF WASHINGTON

RECREATION AND CONSERVATION OFFICE

December 2, 2011

Kurt Nelson
Tulalip Tribe
7515 Totem Beach Rd
Marysville, WA 98271

RE: Qwuloolt Estuary Restoration - Construction, RCO #09-1277R
Amendment # 2

Dear Mr. Nelson:

In response to your request to amend the above-referenced Project Agreement, we have reviewed the circumstances and pertinent RCWs, WACs, and program policies relating to your request. As a result, I am approving an amendment to the Qwuloolt Estuary Restoration - Construction project.

Enclosed are two original amendments to the Project Agreement. Please sign both amendments, retain one for your records, and return one original. If you have any questions, please call Elizabeth Butler at (360) 725-3944, or send an e-mail to elizabeth.butler@rco.wa.gov.

Sincerely,

Scott T. Robertson For

Kaleen Cottingham
Director

Enclosures

AMENDMENT APPROVAL FORM

	Date	Initials
Grant Mgr:	12/2/11	ecb
Section Mgr:	12/4/11	
Fiscal:		
Deputy:	12/6/11	SR
Director:		

Project #: 09-1277 Restoration

Amendment #: 2 - Scope Change

Project Title: Qwuloolt Estuary Restoration - Construction

Project Sponsor: Tulalip Tribe

AMENDMENT DESCRIPTION:

The project scope is changed to remove the levee breach and second year west levee construction, and to add channel restoration with riparian planting.

PROJECT SUMMARY:

Board Funded Date:	10/23/2009	**Prior Time Extensions:**	0	**RCO Amount:**	$500,000.00
Project Start Date:	10/16/2009	**Other External Amendments:**	0	**Sponsor Match Amount:**	$90,000.00
Original End Date:	01/01/2012	**Sponsor Active Projects:**	5	**Total:**	$590,000.00
Current End Date:	01/01/2012	**Sponsor Completed Projects:**	6	**RCO Paid To Date (3%):**	$14,289.81
		Sponsor Not Completed Projects:	1	**RCO Remaining (97%):**	$485,710.19
Last Progress Report:		**Sponsor Dead Projects:**	0	**Last Billing Date:**	03/18/2011

PROJECT AGREEMENT DESCRIPTION:

The Qwuloolt Estuary Restoration Project represents a broad-based interagency and community effort to restore historic tidal processes and a functioning estuary intertidal marsh system to 350 acres of isolated floodplain within the lower Snohomish River estuary. The project will also restore natural hydrologic connection and functions to two stream systems and provide unrestricted fish access to 16 miles of upstream spawning and rearing habitat. Restoration will involve breaching the levee along Ebey Slough, installing a setback levee to protect adjacent properties located in the floodplain, filling ditches, excavating stream and tidal channels, and planting native shrub and tree species in shoreline riparian areas.
This project requests $500,000 for construction activities; specifically, setback levee construction, levee breach, and project management tasks. These funds will supplement $1,455,000 in tribal and state funds to meet a 35% local cost-share obligation for working with the US Army Corps of Engineers under the Puget Sound and Adjacent Waters Program. Additional federal funds will be used for interior site preparation (i.e. ditch filling, channel excavation, riparian planting) and the levee breach. Total project cost is $7,800,000. However, only a fraction of this full amount is reflected in the grant funding request.

PROJECT FUNDING (CURRENT):

Bien	Fund	Appn	Reapp Ind	Orig Bien	Orig Appn	Grant	Activity	SubActiv	SO	Amount
11-13	057	I03	Reapp	07-09	I03		PSAR	PSAR	NZ	$500,000.00

QUESTIONS:

	Yes	No	N/A	Other (see notes)
Is the amendment request consistent with the original project intent?	☑	☐	☐	☐
Did the sponsor provide adequate justification for the proposed change?	☑	☐	☐	☐
Did the sponsor exhaust all practical alternatives before requesting the amendment?	☑	☐	☐	☐
Is the current project meeting its milestone obligations to RCO?	☐	☐	☐	☑
Is the current project meeting its billing obligations to RCO?	☐	☐	☐	☑
Did the sponsor have little control over the condition causing the amendment?	☑	☐	☐	☐
Does the sponsor have a good track record of implementing projects?	☑	☐	☐	☐

	Yes	No	N/A	Other (see notes)
Will the proposed change help implement the project faster?	☐	☑	☐	☐
Is the project change a result of a design and /or permitting requirement?	☐	☑	☐	☐
Will this action cause funding to be re-appropriated?	☐	☑	☐	☐
Is staff recommending approval of this amendment request?	☑	☐	☐	☐
Does the Lead Entity support the proposed change and is the documentation provided (letter or e-mail)?	☑	☐	☐	☐
Is the proposed change technically sound? Has the Review Panel reviewed the change? If so, have their comments been incorporated into the request (i.e. conditioning)?	☑	☐	☐	☐

NOTES AND ANALYSIS:

The Qwuloolt Estuary Restoration Project is the second largest estuary restoration project within Puget Sound (next to the Nisqually Delta), and is a regional priority for native salmonid habitat restoration. The 09-1277 project agreement allocates $590,000 in PSAR and matching funds (less than 10% of the total estimated construction cost) but was originally scoped to include construction of the full Qwuloolt restoration project. The scope change allows us to better match the construction deliverable to the RCO funding level.

This amendment is supported by the Lead Entity, and will align the contract scope with the 06-1604 ALEA project agreement, so ALEA funds and match can be moved to 09-1277.

See Sponsor request for project status update.

Director approved 12/2/2011.

Puget Sound Acquistion & Restoration Fund
Puget Sound Recovery Projects
Application Project Summary

TITLE: Qwuloolt Estuary Restoration - Construction

NUMBER: 09-1277
TYPE: (Restoration)
STATUS: Active

APPLICANT: Tulalip Tribe

CONTACT: Maria Calvi
(360) 716-4597

COSTS:

RCO	$500,000	85 %
Local	$90,000	15 %
Total	$590,000	100 %

SPONSOR MATCH:
Grant - Federal $90,000

DESCRIPTION:

The Qwuloolt Estuary Restoration Project represents a broad-based interagency and community effort to restore historic tidal processes and a functioning estuary intertidal marsh system to 350 acres of isolated floodplain within the lower Snohomish River estuary. The project will also restore natural hydrologic connection and functions to two stream systems and provide unrestricted fish access to 16 miles of upstream spawning and rearing habitat. Restoration will involve breaching the levee along Ebey Slough, installing a setback levee to protect adjacent properties located in the floodplain, filling ditches, excavating stream and tidal channels, and planting native shrub and tree species in shoreline riparian areas.

This project requests **$500,000** for construction activities; specifically, setback levee construction, levee breach, and project management tasks. These funds will supplement $1,455,000 in tribal and state funds to meet a 35% local cost-share obligation for working with the US Army Corps of Engineers under the Puget Sound and Adjacent Waters Program. Additional federal funds will be used for interior site preparation (i.e. ditch filling, channel excavation, riparian planting) and the levee breach. Total project cost is $7,800,000. However, only a fraction of this full amount is reflected in the grant funding request.

LOCATION INFORMATION:

The project will occur adjacent to Ebey Slough (at river mile 3)

COUNTY: Snohomish

SCOPE (WORK TYPES):

Creation of new estuarine area
Dike Or berm modification / removal
Estuarine plant removal / control

SALMON INFORMATION: (* indicates primary)

Species Targeted

Bull Trout
Chinook (Threatened (06/06))*
Chum (Not Warranted (06/06))
Coho (Species of Concern (06/06))
Cutthroat
Pink
Steelhead (Proposed Threatened (06/06))

Habitat Factors Addressed

Biological Processes
Channel Conditions
Estuarine and Nearshore Habitat*
Loss of Access to Spawning and Rearing Habitat
Water Quality

LAST UPDATED: July 7, 2010 **DATE PRINTED:** July 7, 2010

Restoration Cost Estimate Summary

Tulalip Tribe

Qwuloolt Estuary Restoration - Construction

09-1277

Restoration

Puget Sound Acq. & Restoration

Category / Work Type	Total Cost	Description
Worksite #1, Qwuloolt		
Estuarine / Nearshore Project		
Dike Or berm modification / removal		
Estuarine plant removal / control		
Creation of new estuarine area		
Project Tax Amount	$35,000.00	
Project A&E Amount	$55,000.00	
Project Total Costs		

Salmon Recovery Funding Board

POST APPPLICATION
INDIVIDIAL PROJECT COMMENTS

PROJECT INFORMATION

Panel Member Name:	**SRFB Review Panel**		
Lead Entity:	**Snohomish River Basin**	Project Location:	
Project Sponsor:	**Tulalip Tribes**		
Project Name:	**Qwuloolt Estuary Restoration - Construction**	Project Number:	**09-1277R**
Date:	**09-21-09**		

Refer to Manual # 18, Appendix E-1, for projects that are not considered technically sound. In the "Why" box explain your reason for selecting this as a project of concern.

1. Is this a draft project of concern according to the SRFB's criteria?
Yes ☐ No ☒

Why?

2. If YES, what would make this a technically sound project according to the SRFB's criteria?

3. If NO, are there ways in which this project could be further improved?

4. Other comments.
The project sponsor has addressed early review comments.

Salmon Recovery Funding Board

POST APPPLICATION
INDIVIDIAL PROJECT COMMENTS

PROJECT INFORMATION			
Panel Member Name:	SRFB Review Panel		
Lead Entity:	Snohomish River Basin	Project Location:	
Project Sponsor:	Tulalip Tribes		
Project Name:	Qwuloolt Estuary Restoration - Construction	Project Number:	09-1277R
Date:	09-21-09		

Refer to Manual # 18, Appendix E-1, for projects that are not considered technically sound. In the "Why" box explain your reason for selecting this as a project of concern.

1. Is this a draft project of concern according to the SRFB's criteria?
Yes ☐ No ☒

Why?

2. If YES, what would make this a technically sound project according to the SRFB's criteria?

3. If NO, are there ways in which this project could be further improved?

4. Other comments.
The project sponsor has addressed early review comments.

Criteria

For restoration and protection-related projects:

1. It is unclear there is a problem to salmonids the project is addressing.
2. Information provided or current understanding of the system, is not sufficient to determine the need for, or the benefit of, the project.
3. The project is dependent on other key conditions or processes being addressed first.
4. The project has a high cost relative to the anticipated benefits and the project sponsor and lead entity have failed to justify the cost.
5. The project does not account for the conditions or processes in the watershed.
6. The project may be in the wrong sequence with other habitat protection, assessments, or restoration actions in the watershed.
7. The project uses a technique that has not been considered successful in the past.
8. It is unclear how the project will achieve its stated objectives.
9. It is unlikely that the project will achieve its stated objective.
10. There is low potential for threat to habitat conditions if the project is not completed.
11. The project design in not adequate or the project is improperly sited.
12. The stewardship description in insufficient or there is inadequate commitment to stewardship and maintenance and this would likely jeopardize the project's success.
13. The project has not been shown to address an important habitat condition or watershed process in the area.
14. The main focus is on supplying a secondary need, such as education, streambank stabilization to protect property, or water supply.

For assessment, design, feasibility, and research projects:

15. It is not clear there is a problem to salmonids the project is addressing (per the research plan).
16. The project does not address an information need important to understanding the watershed, is not directly relevant to project development or sequencing, and will not clearly lead to beneficial projects.
17. The methodology does not appear to be appropriate to meet the goals and objectives of the project.
18. The project has a high cost relative to the anticipated benefits,
19. The assessment or research does not account for the conditions or processes in the watershed, may be in the wrong sequence with other habitat assessment or restoration activities, or may be inconsistent with a larger assessment or research need.
20. The assessment uses a technique that has not been proven successful in past applications.
21. There are significant constrains to the implementation of high priority projects following completion of the assessment.
22. It is unclear how the assessment will achieve its stated objectives.
23. It is unlikely that the assessment will achieve its stated objective.
24. The main focus is on supplying a secondary need, such as education, streambank stabilization to protect property, or water supply.

Salmon Program

State Recovery Projects
Application Project Summary

TITLE: Qwuloolt Estuary Restoration - Construction	**NUMBER:** 09-1277R (Restoration) **STATUS:** Application Complete
APPLICANT: Tulalip Tribe	**CONTACT:** Maria Calvi (360) 716-4597

COSTS:

RCO	$500,000	85 %
Local	$90,000	15 %
Total	$590,000	100 %

SPONSOR MATCH:

Grant - Federal	$90,000

DESCRIPTION:

The Qwuloolt Estuary Restoration Project represents a broad-based interagency and community effort to restore historic tidal processes and a functioning estuary intertidal marsh system to 350 acres of isolated floodplain within the lower Snohomish River estuary. The project will also restore natural hydrologic connection and functions to two stream systems and provide unrestricted fish access to 16 miles of upstream spawning and rearing habitat. Restoration will involve breaching the levee along Ebey Slough, installing a setback levee to protect adjacent properties located in the floodplain, filling ditches, excavating stream and tidal channels, and planting native shrub and tree species in shoreline riparian areas.

This project requests **$500,000** for construction activities; specifically, setback levee construction, levee breach, and project management tasks. These funds will supplement $1,455,000 in tribal and state funds to meet a 35% local cost-share obligation for working with the US Army Corps of Engineers under the Puget Sound and Adjacent Waters Program. Additional federal funds will be used for interior site preparation (i.e. ditch filling, channel excavation, riparian planting) and the levee breach. Total project cost is $7,800,000. However, only a fraction of this full amount is reflected in the grant funding request.

LOCATION INFORMATION:

The project will occur adjacent to Ebey Slough (at river mile 3)

LEAD ENTITY ORG: Snohomish County LE

COUNTY: Snohomish **WRIA:** Snohomish (7)

GOAL & OBJECTIVE:

The goal of the project is to restore estuarine and nearshore conditions and processes in the marine environment.

The objective of the project is to restore shoreline habitat diversity and function.

PERMITS ANTICIPATED:

Building Permit	Hydraulics Project Approval [HPA]
Clear & Grade Permit	NEPA
Cultural Assessment [Section 106]	SEPA
Dredge/Fill Permit [Section 10/404 or 404]	Shoreline Permit
Endangered Species Act Compliance [ESA]	Water Quality Certification [Section 401]

SALMON INFORMATION: (* indicates primary)

Species Targeted

Bull Trout	Cutthroat
Chinook (Threatened (06/06))*	Pink
Chum (Not Warranted (06/06))	Steelhead (Proposed Threatened (06/06))
Coho (Species of Concern (06/06))	

Habitat Factors Addressed

Biological Processes	Loss of Access to Spawning and Rearing Habitat
Channel Conditions	Water Quality
Estuarine and Nearshore Habitat*	

LAST UPDATED: September 4, 2009 **DATE PRINTED:** September 10, 2009

WASHINGTON STATE
Recreation and
Conservation Office

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Amendment to Project Agreement

Project Sponsor: Tulalip Tribe
Project Title: Qwuloolt Estuary Restoration - Construction

Project Number: 09-1277R
Amendment Number: 1 (Internal)

Amendment Type:

Internal - Scope Change

Amendment Description:

Modifying worktypes to accurately reflect the work being accomplished. Removed estuary plant removal and estuary creation.

Agreement Terms

In all other respects the Agreement, to which this is an Amendment, and attachments thereto, shall remain in full force and effect. In witness whereof the parties hereto have executed this Amendment.

Please apply
Kay Caudl 7/20/10

Amendment Eligible Scope Activities

Project Sponsor: Tulalip Tribe
Project Number: 09-1277
Project Title: Qwuloolt Estuary Restoration - Construction
Project Type: Restoration
Program: Puget Sound Acq. & Restoration
Amendment #: 1

Project Metrics

Project Monitoring

Type Of Monitoring: None

Project Planning

Project Identified In a Plan or Watershed Assessment:

Project Restoration

Targeted salmonid ESU/DPS: Chinook Salmon-Puget Sound ESU

Restoration Metrics

Worksite #1, Qwuloolt

Estuarine / Nearshore Project

Total Amount Of Estuarine / Nearshore Acres Treated: 350.00

Dike Or berm modification / removal

Miles Of Dikes Removed: 0.40

Acres of Habitat Made Available To Salmonids through dike or berm modification/removal: 350.0

S & A RLA 2/22/10

WASHINGTON STATE Recreation and Conservation Office

PSAR Project Agreement

Salmon Funding Accounts

Project Sponsor: Tulalip Tribe **Project Number:** 09-1277R

Project Title: Qwuloolt Estuary Restoration - Construction **Approval Date:** 10/23/2009

A. PARTIES OF THE AGREEMENT

This project grant agreement (agreement) is entered into between the State of Washington by and through the Salmon Recovery Funding Board (SRFB), P.O. Box 40917, Olympia, Washington 98504-0917 and Tulalip Tribe (sponsor), 6700 Totem Beach Rd, Marysville, WA 98271 and shall be binding on the agents and all persons acting by or through the parties.

B. PURPOSE OF AGREEMENT

This agreement sets out the terms and conditions by which a grant is made from the Salmon Funding Accounts of the State of Washington. The grant is administered by the Recreation and Conservation Office (RCO) to the sponsor for the project named above.

C. DESCRIPTION OF PROJECT

The subject project is described on the attached project summary.

D. PERIOD OF PERFORMANCE

The project reimbursement period shall begin on October 16, 2009 and end on January 1, 2012. No expenditure made before or after this period is eligible for reimbursement unless incorporated by written amendment into this agreement or specifically provided for by funding board/office policy.

Requests for time extensions are to be made at least 60 days before the agreement end date. If a request for a time extension is not made at least 60 days before the agreement end date, the request *may be denied.* If the request is made after the agreement end date, the time extension *will be denied.*

E. ON-GOING OBLIGATION

The Project Sponsor's ongoing obligation for the above project under this Agreement is to provide maintenance of the site or facility to serve the purpose for which it was intended for a minimum of ten (10) years, or more as specified in the Landowner Agreement, after the final payment unless the site or facility is rendered unusable for the purpose it was intended by an act of nature.

F. PROJECT FUNDING

The total grant award provided by the funding board/office for this project shall not exceed $500,000.00. The funding board/office shall not pay any amount beyond that approved for funding of the project. The sponsor shall be responsible for all total project costs that exceed this amount. The contribution by the sponsor toward work on this project at a minimum shall be as indicated below:

	Percentage	Dollar Amount
SRFB - Puget Sound Acq. & Restoration	84.75%	$500,000.00
Project Sponsor	15.25%	$90,000.00
Total Project Cost	100.00%	$590,000.00

G. RIGHTS AND OBLIGATIONS

All rights and obligations of the parties to this agreement are subject to this agreement and its attachments, as now existing or hereafter amended, including the sponsor's application, project summary, eligible reimbursement activities report, and project milestones, all of which are incorporated herein.

Except as provided herein, no amendment/deletions of any of the terms or conditions of this agreement will be effective unless provided in writing. All such amendment/deletions except those concerning the period of performance, must be signed by both parties. Period of performance extensions need only be signed by RCO's director or designee.

The sponsor has read, fully understands, and agrees to be bound by all terms and conditions as set forth in these documents.

H. COMPLIANCE WITH APPLICABLE STATUTES, RULES, AND RCFB-SRFB POLICIES

This agreement is governed by, and the sponsor shall comply with, all applicable state and federal laws and regulations, including Chapter 77.85 RCW, Chapter 420 WAC, and published agency policies, which are incorporated herein by this reference as if fully set forth.

I. SPECIAL CONDITIONS

1. Before reimbursement of any restoration-related expenses, the sponsor must comply with Governor's Executive Order 05-05 regarding Archeological and Cultural Resources for the scope of work approved in this Project Agreement. The Recreation and Conservation Office will issue a notice to proceed when appropriate documentation has been received.

   In the event that archaeological or historic materials are discovered during project activities, work in the immediate vicinity must stop; the area must be secured, and the Sponsor must notify the concerned tribe's cultural staff and cultural committee, the Recreation and Conservation Office, and Department of Archaeology and Historic Preservation.

J. FEDERAL FUND INFORMATION

(none)

K. PROJECT AGREEMENT REPRESENTATIVE

All written communications sent to the sponsor under this agreement will be addressed and delivered to:

Project Contact

Name: Maria Calvi
Title: Restoration Ecologist
Address: 7515 Totem Beach Road
Marysville, WA 98271

SRFB

Recreation and Conservation Office
Natural Resources Building
PO Box 40917
Olympia, Washington 98504-0917

These addresses shall be effective until receipt by one party from the other of a written notice of any change.

L. ENTIRE AGREEMENT

This agreement, with all amendments and attachments, constitutes the entire agreement of the parties. No other understandings, oral or otherwise, regarding this agreement shall exist or bind any of the parties.

M. EFFECTIVE DATE

This agreement, for project 09-1277R, shall be effective on signing by all parties. Reimbursements for eligible and allowable costs incurred prior to the effective date and those costs incurred within the period of performance are allowed only when this agreement is signed by all parties and an original is received by RCO. The period of performance is identified in section D.

The signators listed below represent and warrant their authority to bind the parties to this agreement.

Tulalip Tribe

By: Mel Sheldon **Date:** 3/8/10

Name: (printed) Mel Sheldon

Title: Chairman

State of Washington
On behalf of the Salmon Recovery Funding Board (SRFB)

By: _____ **Date:** 3/18/2010

Kaleen Cottingham
Director, Recreation and Conservation Office

Pre-approved as to form:

By: /s/ **Date:** April 1, 2009

Assistant Attorney General

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RECREATION AND CONSERVATION OFFICE

Standard Terms and Conditions of the Project Agreement

Project Sponsor: Tulalip Tribe **Project Number:** 09-1277R

Project Title: Qwuloolt Estuary Restoration - Construction **Approval Date:** 10/23/2009

SECTION 1. CITATIONS, HEADINGS AND DEFINITIONS

A. Any citations referencing specific documents refer to the current version at the date of project agreement and/or any revisions in the future.

B. Headings used in this agreement are for reference purposes only and shall not be considered a substantive part of this agreement.

C. Definitions. As used throughout this agreement, the following terms shall have the meaning set forth below:
acquisition - The gaining of rights of ownership by purchase, negotiation, or other means, of fee or less than fee interests in real property.
agreement - The accord accepted by all parties to the present transaction; this agreement, any supplemental agreements, any amendments to this agreement and any intergovernmental agreements.
applicant - Any agency or organization that meets the qualifying standards, including deadlines, for submission of an application soliciting a grant of funds from the funding board.
application - The forms and support documents approved by the funding board or its director for use by applicants in soliciting project funds administered by RCO.
asset - Equipment purchased by the sponsor or acquired or transferred to the sponsor for the purpose of this agreement. This definition is restricted to non-fixed assets, including but not limited to vehicles, computers or machinery.
cognizant or oversight agency - Federal agency responsible for ensuring compliance with federal audit requirements.
contractor - Shall mean one not in the employment of the sponsor who is performing all or part of the eligible activities for this project under a separate agreement with the sponsor. The term "contractor" and "contractors" means contractor(s) in any tier.
corporate sponsor - Any corporate form of business, including nonprofit organizations, under RCW 23, 23B and 24.
development/renovation - Construction of or improvement of site or site facilities.
director - The chief executive officer of the Recreation and Conservation Office or that person's designee.
elements and items - Components defined as part of the scope of work, see Section 26 B.
funding board - The board that authorized the funds in this agreement, either the Recreation and Conservation Funding Board (RCFB) created under chapter 79A.25.110 RCW, or the Salmon Recovery Funding Board (SRFB) created under chapter 77.85.110 RCW.
landowner agreement - A landowner agreement is required between a sponsor and landowner for projects located on land not owned, or otherwise controlled, by the sponsor.
milestone - An important event with a defined deadline for an activity related to implementation of a funded project.
period of performance - The time period specified in the agreement, under Section D, period of performance.
post evaluation summary - One of the documents used to summarize and describe the actions undertaken in the agreement.
project - The undertaking that is the subject of this agreement and that is, or may be, funded in whole or in part with funds administered by RCO on behalf of the funding board.
RCO - Recreation and Conservation Office - The state office that provides administrative support to the Recreation and Conservation Funding Board and Salmon Recovery Funding Board. RCO includes the director and staff, created by Chapters 79A.25.110 and 79A.25.150 RCW and charged with administering this agreement by Chapters 77.85.110 and 79A.25.240 RCW.
reimbursement - Payment of eligible and allowable costs that have already been paid by the sponsor per the terms of the agreement.
restoration/enhancement - Bringing a site back to its original function as part of a natural ecosystem or improving the ecological functionality of a site.
sponsor - The eligible **applicant** who has been awarded a grant of funds and is bound by this executed agreement; includes its officers, employees, agents and successors.

SECTION 2. PERFORMANCE BY THE SPONSOR

The sponsor shall undertake the project as described in this agreement, post evaluation summary, the sponsor's application, and in accordance with the sponsor's proposed goals and objectives described in the application or documents submitted with the application, all as finally approved by the funding board. All submitted documents are incorporated by this reference as if fully set forth herein. The Order of Precedence is covered in Section 34.

Timely completion of the project is important. Failure to meet critical milestones or complete the project, as set out in this agreement, is a material breach of the agreement.

SECTION 3. ASSIGNMENT

Neither this agreement, nor any claim arising under this agreement, shall be transferred or assigned by the sponsor without prior written consent of the funding board.

SECTION 4. RESPONSIBILITY FOR PROJECT

While the funding board undertakes to assist the sponsor with the project by providing a grant pursuant to this agreement, the project itself remains the sole responsibility of the sponsor. The funding board undertakes no responsibilities to the sponsor, or to any third party, other than as is expressly set out in this agreement. The responsibility for the implementation of the project, is solely that of the sponsor, as is the responsibility for any claim or suit of any nature by any third party related in any way to the project.

SECTION 5. INDEMNIFICATION

To the fullest extent permitted by the law, the sponsor expressly agrees to and shall indemnify, defend and hold harmless the State and its agencies, officials, agents and employees from and against all claims, actions, costs, damages, or expenses of any nature arising out of or incident to the sponsor's or any contractor's performance or failure to perform the agreement. Sponsor's obligation to indemnify, defend and hold harmless also includes any claim by sponsor's agents, employees, representatives or any contractor or its employees. Sponsor's obligation to defend includes payment of any costs or attorneys' fees.

Sponsor's obligation shall not include such claims that may be caused by the sole negligence of RCO, its officials, agents, and employees. If the claims or damages are caused by or result from the concurrent negligence of (a) RCO, its agents or employees and (b) the sponsor, its contractors, agents, or employees, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the sponsor or its contractors, agents, or employees. The sponsor expressly agrees to waive his/her immunity under Title 51 RCW to the extent required to indemnify, defend, and hold harmless the State and its agencies, officials, agents or employees.

SECTION 6. INDEPENDENT CAPACITY OF THE SPONSOR

The sponsor and its employees or agents performing under this agreement are not officers, employees or agents of the funding board or RCO. The sponsor will not hold itself out as nor claim to be an officer, employee or agent of RCO, a funding board or of the state of Washington, nor will the sponsor make any claim of right, privilege or benefit which would accrue to an employee under Chapters 41.06 or 28B RCW.

The sponsor is responsible for withholding and/or paying employment taxes, insurance, or deductions of any kind required by federal, state, and/or local laws.

SECTION 7. CONFLICT OF INTEREST

Notwithstanding any determination by the Executive Ethics Board or other tribunal, RCO may, in its sole discretion, by written notice to the sponsor terminate this agreement if it is found after due notice and examination by RCO that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW; or any similar statute involving the sponsor in the procurement of, or performance under, this agreement.

In the event this agreement is terminated as provided above, RCO shall be entitled to pursue the same remedies against the sponsor as it could pursue in the event of a breach of the agreement by the sponsor. The rights and remedies of RCO provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law.

SECTION 8. ACKNOWLEDGMENT AND SIGNS

A. Publications. The sponsor shall include language which acknowledges the funding contribution of the applicable grant program to this project in any release or other publication developed or modified for, or referring to, the project.

B. Signs. The sponsor also shall post signs or other appropriate media at project entrances and other locations on the project which acknowledge the applicable grant program's funding contribution, unless exempted in funding board policy or waived by the director.

C. Ceremonies. The sponsor shall notify RCO no later than two weeks before a dedication ceremony for this project. The sponsor shall verbally acknowledge the applicable grant program's funding contribution at all dedication ceremonies.

D. Federally Funded Projects. When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing a project funded in whole or in part with federal money provided for in this grant, sponsors shall clearly state:
   1. The percentage of the total costs of the project that is financed with federal money;
   2. The dollar amount of federal funds for the project; and
   3. The percentage and dollar amount of the total costs of the project that is financed by nongovernmental sources.

SECTION 9. COMPLIANCE WITH APPLICABLE LAW

The sponsor will implement the agreement in accordance with applicable federal, state, and local laws, regulations and RCO and funding board policies.

The sponsor shall comply with, and RCO is not responsible for determining compliance with, any and all applicable federal, state, and local laws, regulations, and/or policies, including, but not limited to: State Environmental Policy Act; Industrial Insurance Coverage; Architectural Barriers Act; permits (shoreline, Hydraulics Project Approval, demolition); land use regulations (critical areas ordinances, Growth Management Act); federal and state safety and health regulations (Occupational Safety and Health Administration/Washington Industrial Safety and Health Act); and Buy American Act.

Endangered Species

For habitat restoration projects funded in part or whole with federal funds administered by the SRFB the sponsor shall not commence with clearing of riparian trees or in-water work unless either the sponsor has complied with 50 CFR 223.203 (b)(8), limit 8 or until an Endangered Species Act consultation is finalized in writing by the National Oceanic and Atmospheric Administration. Violation of this requirement may be grounds for terminating this project agreement. This section shall not be the basis for any enforcement responsibility by RCO.

Nondiscrimination Laws

The sponsor shall comply with all applicable federal, state, and local nondiscrimination laws and/or policies, including but not limited to: the Americans with Disabilities Act; Civil Rights Act; and the Age Discrimination Act. In the event of the sponsor's noncompliance or refusal to comply with any nondiscrimination law or policy, the agreement may be rescinded, cancelled, or terminated in whole or in part, and the sponsor may be declared ineligible for further grant awards from the funding board. The sponsor is responsible for any and all costs or liability arising from the sponsor's failure to so comply with applicable law.

Prevailing Wage

The sponsor agrees to pay the prevailing rate of wage to all workers, laborers, or mechanics employed in the performance of any part of this contract when required by state law to do so, and to comply with the provisions of the Davis-Bacon Act, other federal laws and Chapter 39.12 RCW, as amended, and the rules and regulations of the Department of Labor and Industries.

Restrictions on Grant Use

No part of any funds provided under this grant shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, or for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, radio, television, or video presentation designed to support or defeat legislation pending before the U.S. Congress or any state legislature.

No part of any funds provided under this grant shall be used to pay the salary or expenses of any sponsor, or agent acting for such sponsor, related to any activity designed to influence legislation or appropriations pending before the U.S. Congress or any state legislature.

SECTION 10. ARCHAEOLOGICAL AND CULTURAL RESOURCES

The real property acquired, developed, renovated, or restored through this grant is subject to Governor's Executive Order (EO) 05-05 or compliance with Section 106 of the National Historic Preservation Act concerning the review, analysis, and consultation with the Washington State Department of Archaeology and Historic Preservation and affected Tribes for archaeological and cultural resources. The funding board requires documented compliance with EO 05-05 or Section 106 of the National Historic Preservation Act, whichever is applicable to the project. In the event that a federal agency declines to consult, the sponsor shall comply with EO 05-05. The sponsor must comply with EO 05-05 or the National Historic Preservation Act before initiating ground disturbing activity. RCO will issue a notice to proceed (if applicable) when appropriate documentation has been received. RCO will not reimburse for construction related activity until the sponsor demonstrates compliance.

In the event that archaeological or historic materials are discovered during project activities, work in the location of discovery and immediate vicinity must stop instantly, the area must be secured, and notification must be provided to the following: concerned Tribes' cultural staff and cultural committees, RCO, and the State Department of Archaeology and Historic Preservation. In the event that human remains are discovered during project activity, work in the location of discovery and immediate vicinity must stop instantly, the area must be secured, and notification provided to the concerned Tribe's cultural staff and cultural committee, RCO, State Department of Archaeology, the coroner and local law enforcement in the most expeditious manner possible according to RCW 68.50.

SECTION 11. HAZARDOUS SUBSTANCES

A. Definition. "Hazardous substance," as defined in Chapter 70.105D.020 (11) RCW, means:

1. Any dangerous or extremely hazardous waste as defined in Chapter 70.105.010(5) and (6) RCW, or any dangerous or extremely hazardous waste designated by rule pursuant to Chapter 70.105 RCW;

2. Any hazardous substance as defined in Chapter 70.105.010(14) RCW or any hazardous substance as defined by rule pursuant to Chapter 70.105. RCW;

3. Any substance that, on March 1, 1989, is a hazardous substance under section 101(14) of the federal cleanup law, 42 U.S.C. Sec. 9601(14);

4. Petroleum or petroleum products; and

5. Any substance or category of substances, including solid waste decomposition products, determined by the director [or director's designee] of the department of ecology by rule to present a threat to human health or the environment if released into the environment.

6. The term hazardous substance does not include any of the following when contained in an underground storage tank from which there is not a release: Crude oil or any fraction thereof or petroleum, if the tank is in compliance with all applicable federal, state, and local law.

B. Certification. The sponsor shall inspect, investigate, and conduct an environmental audit of the proposed acquisition site for the presence of hazardous substances and certify:

1. No hazardous substances were found on the site, or

2. Any hazardous substances found have been treated and/or disposed of in compliance with applicable state and federal laws, and the site deemed "clean."

C. Responsibility. Nothing in this provision alters the sponsor's duties and liabilities regarding hazardous substances as set forth in Chapter 70.105D RCW.

D. Hold Harmless. The sponsor will defend, protect and hold harmless RCO and any and all of its employees and/or agents, from and against any and all liability, cost (including but not limited to all costs of defense and attorneys' fees) and any and all loss of any nature from any and all claims or suits resulting from the presence of, or the release or threatened release of, hazardous substances on the property being acquired.

SECTION 12. RECORDS MAINTENANCE

The sponsor shall maintain books, records, documents, data and other evidence relating to this agreement and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this agreement. Sponsor shall retain such records for a period of six years from the date RCO closes the project. At no additional cost, these records, including materials generated under the agreement, shall be subject at all reasonable times to inspection, review or audit by RCO, personnel duly authorized by RCO, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.
If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

SECTION 13. PUBLIC RECORDS

Sponsor acknowledges that the funding board is subject to chapter 42.56 RCW and that this agreement shall be a public record as defined in chapter 42.56 RCW. Additionally, in compliance with RCW 77.85.130 (8), sponsor agrees to disclose any information in regards to expenditure of any funding received from the funding board.

SECTION 14. ACCESS TO DATA

In compliance with chapter 39.29 RCW, the sponsor shall provide access, when requested, to data generated under this agreement to RCO, the Joint Legislative Audit and Review Committee, and the State Auditor at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of the sponsor's reports, including computer models and methodology for those models.

SECTION 15. TREATMENT OF ASSETS

A. Assets shall remain in the possession of the sponsor for the duration of the project or applicable grant program. When the sponsor discontinues use of the asset(s) for the purpose for which it was funded, RCO will require the sponsor to deliver the asset(s) to RCO, dispose of the asset according to RCO policies, or return the fair market value of the asset(s) to RCO. Assets shall be used only for the purpose of this agreement, unless otherwise provided herein or approved by RCO in writing.

B. The sponsor shall be responsible for any loss or damage to assets which results from the negligence of the sponsor or which results from the failure on the part of the sponsor to maintain and administer that asset in accordance with sound management practices.

SECTION 16. RIGHT OF INSPECTION

The sponsor shall provide right of access to the project to RCO, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this agreement.

If a landowner agreement has been executed, it will further stipulate and define the funding board and RCO's right to inspect and access lands acquired or developed with funding board assistance.

SECTION 17. STEWARDSHIP AND MONITORING

Sponsor agrees to perform monitoring and stewardship functions as stated in policy documents approved by the funding boards or RCO. Sponsor further agrees to utilize, where applicable and financially feasible, any monitoring protocols recommended by the funding board.

SECTION 18. DEBARMENT CERTIFICATION FOR FEDERALLY FUNDED PROJECTS

"Lower tier participants" refer to any sponsor receiving a federal grant through RCO. Lower tier participants also refer to any grantee, subgrantee, or contractor of any grantee or subgrantee from the original sponsor funded by RCO. In this section, the sponsor certifies to RCO that neither they nor their subgrantees are suspended or debarred. Any grantee, subgrantee, or contractor of any grantee or subgrantee from the original sponsor certifies to the sponsor directly.

For any federally funded projects, sponsors are required to follow any federal requirements. Furthermore any federal funding requirements will be passed on to any other entity to whom the sponsor passes funds (also referred to as a lower tier participant).

The sponsor (prospective lower tier participant) certifies, by signing this agreement, that neither it nor its principals nor any other lower tier participants are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. The sponsor (prospective lower tier participant) shall provide immediate written notice to RCO if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

Should the prospective lower tier participant enter into a covered transaction with another person at the next lower tier, the sponsor (prospective lower tier participant) agrees by signing this agreement that it will verify that the person with whom it or its lower tier participant intends to do business is not excluded or disqualified. The sponsor (prospective lower tier participant) will do this by:

A. Checking the federal Excluded Parties List System (www.epls.gov) for that person; or
B. Collecting a certification from that person; or
C. Adding a clause or condition to the covered transaction with that person.

The sponsor (prospective lower tier participant) agrees by signing this agreement that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous.

SECTION 19. PROJECT FUNDING

A. Additional Amounts. The funding board shall not be obligated to pay any amount beyond the dollar amount as identified in this agreement, unless an additional amount has been approved in advance by the funding board or director and incorporated by written amendment into this agreement.

B. Before the Agreement. No expenditure made, or obligation incurred, by the sponsor before the effective date of this agreement shall be eligible for grant funds, in whole or in part, unless specifically provided for by funding board policy, such as a waiver of retroactivity or program specific eligible pre-agreement costs. The dollar amounts identified in this agreement may be reduced as necessary to exclude any such expenditure from reimbursement.

C. After the period of performance. No expenditure made, or obligation incurred, following the period of performance shall be eligible, in whole or in part, for grant funds hereunder. In addition to any remedy the funding board may have under this agreement, the grant amounts identified in this agreement shall be reduced to exclude any such expenditure from participation.

SECTION 20. PROJECT REIMBURSEMENTS

A. Sponsors may only request reimbursement after eligible and allowable costs have already been paid and remitted to their vendors.

B. Compliance and Payment. The obligation of RCO to pay any amount(s) under this agreement is expressly conditioned on strict compliance with the terms of this agreement by the sponsor.

C. Compliance and Retainage. RCO reserves the right to withhold disbursement of the final ten percent (10%) of the total amount of the grant to the sponsor until the project has been completed. A project is considered "complete" when:
   1. All approved or required activities outlined in the agreement are done;
   2. On-site signs are in place (if applicable);
   3. A final project report is submitted to RCO;
   4. Any other required documents are complete and submitted to RCO;
   5. A final reimbursement request is submitted to RCO;
   6. The completed project has been accepted by RCO;
   7. Final amendments have been processed; and
   8. Fiscal transactions are complete.

D. Reimbursement Request Frequency. Sponsors are encouraged to send RCO a reimbursement request at least quarterly. Sponsors are required to submit a reimbursement request to RCO, at a minimum for each project at least once a year for reimbursable activities occurring between July 1 and June 30. Sponsors must refer to current RCO policies and procedures regarding reimbursement requirements.

SECTION 21. ADVANCE PAYMENTS

Advance payments of or in anticipation of goods or services to be provided under this agreement are limited to grants approved by the SRFB and must comply with SRFB policy. See WAC 420-12-060 (5).

SECTION 22. RECOVERY OF PAYMENTS

In the event that the sponsor fails to expend funds under this agreement in accordance with state and federal laws, and/or the provisions of the agreement, RCO reserves the right to recover grant award funds in the amount equivalent to the extent of noncompliance in addition to any other remedies available at law or in equity.

The sponsor shall reimburse RCO for any overpayment or erroneous payments made under the agreement. Repayment by the sponsor of such funds under this recovery provision shall occur within 30 days of demand by RCO. Interest shall accrue at the rate of twelve percent (12%) per annum from the time that payment becomes due and owing.

SECTION 23. COVENANT AGAINST CONTINGENT FEES

The sponsor warrants that no person or selling agent has been employed or retained to solicit or secure this agreement on an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established agents maintained by the sponsor for the purpose of securing business. RCO shall have the right, in the event of breach of this clause by the sponsor, to terminate this agreement without liability or, in its discretion, to deduct from the agreement grant amount or consideration or recover by other means the full amount of such commission, percentage, brokerage or contingent fee.

SECTION 24. PROVISIONS APPLYING TO DEVELOPMENT/RESTORATION PROJECTS

The following provisions shall be in force only if the project described in this agreement is for development/restoration of land or facilities for outdoor recreation, habitat conservation, or salmon recovery:

A. Document Review and Approval. The sponsor agrees to submit one copy of all development/restoration or construction plans and specifications to RCO for review. Review and approval by RCO will be for compliance with the terms of this agreement.

B. Contracts for Development or Restoration. Sponsor shall award all contracts for construction, development or restoration using whatever method is appropriate and required for the sponsor.

C. Contract Change Order. Only change orders that impact the amount of funding or changes to the scope of the project as described to and approved by the funding board or RCO must receive prior written approval.

D. Control and Tenure. The sponsor must provide documentation that shows appropriate tenure (land owner agreement, long term lease agreement, easement, or fee simple ownership) for the land proposed for development or restoration. The documentation must meet current RCO requirements.

E. Nondiscrimination. Except where a nondiscrimination clause required by a federal funding agency is used, the sponsor shall insert the following nondiscrimination clause in each contract for construction of this project:

"During the performance of this contract, the contractor agrees to comply with all federal and state nondiscrimination laws, regulations and policies."

F. Use of Best Management Practices. Project sponsors are encouraged to use best management practices developed as part of the Washington State Aquatic Habitat Guidelines (AHG) Program. The best management practices are described in three documents: "Stream Habitat Restoration Guidelines: Final Draft", 2004; "Design of Road Culverts for Fish Passage", 2003; and "Integrated Streambank Protection Guidelines", 2002. These documents and other information can be found on the AHG website.

SECTION 25. PROVISIONS APPLYING TO ACQUISITION PROJECTS

The following provisions shall be in force only if the project described in this agreement is for the acquisition of interest in real property (including easements) for outdoor recreation, habitat conservation, or salmon recovery purposes:

A. Evidence of Land Value. Before disbursement of funds by RCO as provided under this agreement, the sponsor agrees to supply evidence to RCO that the cost of the property rights acquired has been established according to funding board policy.

B. Evidence of Title. The sponsor agrees to show the type of ownership interest for the property that has been acquired. This shall be done before any payment of financial assistance.

C. Legal Description of Real Property Rights Acquired. The legal description of the real property rights purchased with funding assistance provided through this project agreement (and protected by a recorded conveyance of rights to the State of Washington) shall be incorporated into the agreement before final payment.

D. Conveyance of Rights to the State of Washington. Document securing long-term rights for the State of Washington. When real property rights (both fee simple and lesser interests) are acquired, the sponsor agrees to execute an appropriate document conveying certain rights and responsibilities to RCO, on behalf of the State of Washington. These documents include a Deed of Right, Assignment of Rights, Easements and Leases. The sponsor agrees to use document language provided by RCO, to record the executed document in the County where the real property lies, and to provide a copy of the recorded document to RCO. The document required will vary depending on the project type, the real property rights being acquired and whether or not those rights are being acquired in perpetuity.

1. Deed of Right. The Deed of Right conveys to the people of the state of Washington the right to preserve, protect, and/or use the property for public purposes consistent with the fund source. Sponsors shall use this document when acquiring real property rights that include the underlying land. This document may also be applicable for those easements where the sponsor has acquired a perpetual easement for public purposes.

2. Assignment of Rights. The Assignment of Rights document transfers certain rights such as access and enforcement to RCO. Sponsors shall use this document when an easement or lease is being acquired for habitat conservation or salmon recovery purposes. The Assignment of Rights requires the signature of the underlying landowner and must be incorporated by reference in the easement document.

3. Easements and Leases. The sponsor may incorporate required language from the Deed of Right or Assignment of Rights directly into the easement or lease document, thereby eliminating the requirement for a separate document. Language will depend on the situation; sponsor must obtain RCO approval on the draft language prior to executing the easement or lease.

E. Real Property Acquisition and Relocation Assistance

1. When federal funds are part of this agreement, the Sponsor agrees to comply with the terms and conditions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 84 Stat. 1894 (1970)--Public Law 91-646, as amended by the Surface Transportation and Uniform Relocation Assistance Act, PL 100-17-1987, and applicable regulations and procedures of the federal agency implementing that Act.

2. When state funds are part of this agreement, the sponsor, if required by law, agrees to comply with the terms and conditions of the Uniform Relocation Assistance and Real Property Acquisition Policy of the State of Washington, Chapter 8.26.010 RCW, and Chapter 468-100 WAC.

3. Housing and Relocation. In the event that housing and relocation costs, as required by federal law set out in subsection (1) above and/or state law set out in subsection (2) above, are involved in the execution of this project, the sponsor agrees to provide any housing and relocation assistance required.

F. Buildings and Structures. In general, grant funds are to be used for outdoor recreation, habitat conservation, or salmon recovery. Sponsors agree to remove or demolish ineligible structures. Sponsors must consult RCO regarding compliance with section 10 - Archaeological and Cultural Resources before structures are removed or demolished.

G. Archaeological and Cultural Resources. The sponsor agrees that any real property interests acquired under this agreement, if to be developed in the future, is subject to section 10 (Archaeological and Cultural Resources) prior to any ground disturbing activity.

SECTION 26. RESTRICTION ON CONVERSION OF REAL PROPERTY AND/OR FACILITIES TO OTHER USES

The sponsor shall not at any time convert any real property or facility acquired, developed, and/or restored pursuant to this agreement to uses other than those purposes for which funds were approved without prior approval of the funding board in compliance with applicable statutes, rules, and funding board policies. It is the intent of the funding board's conversion policy, current or as amended in the future, that all real property or facilities acquired, developed and/or restored with funding assistance remain in the public domain in perpetuity unless otherwise identified in the agreement or as approved by the funding board.

When a conversion has been determined to have occurred, the sponsor is required to remedy the conversion per established funding board policies.

A. A conversion occurs when one or more of the following has taken place, whether affecting an entire site or any portion of a site funded by the funding boards.

1. Conveyance. Property interests are conveyed for purposes inconsistent with the original grant request..

2. Conveyance to Ineligible Third Party. Property interests are conveyed to a third party not otherwise eligible to receive grants in the program from which funding was derived.

3. Non-eligible Uses. A use occurs that is inconsistent with the original grant request.

4. Non-eligible Facilities. Non-eligible facilities are developed within the project area.

5. Termination of Public Use. When public use, as described in the original grant request, is temporarily or permanently terminated or excluded.

6. Environmental Functions. For habitat projects, if the property acquired, restored or enhanced no longer provides the environmental functions for which funding board grants were originally approved.

B. Changing a project's elements and items. When approved by the funding board or director, certain elements and items may be deleted from the agreement without being considered a conversion. In the following instances the board may authorize changes without invoking the requirement to replace the elements and items. Such deletions are allowed when the funding board or director determines that the elements and items are not needed or cannot be retained due to one or more of the following conditions:

1. Obsolescence
2. Extraordinary vandalism
3. Acts of Nature
4. Designed life expectancy reached
5. Fire
6. Permit requirements that disallow specific elements
7. Reversion Order (*National Trails System Act 8(d), 16 U.S.C. § 1247(d); WAC 286-27-060(2)*).

SECTION 27. CONSTRUCTION, OPERATION, USE AND MAINTENANCE OF ASSISTED PROJECTS

Sponsors must ensure that properties or facilities assisted with funding board funds, including undeveloped sites, are built, operated, used, and maintained:

A. According to applicable federal, state, and local laws and regulations, including public health standards and building codes.

B. In a reasonably safe condition for the project's intended use.

C. Throughout its estimated life so as to prevent undue deterioration.

D. In compliance with all federal and state nondiscrimination laws, regulations and policies.

Facilities open to the public must:

A. Be constructed and maintained to meet or exceed the minimum requirements of the most current local or state codes, Uniform Federal Accessibility Standards, guidelines, or rules, including but not limited to: the International Building Code, the Americans with Disabilities Act, and the Architectural Barriers Act, as updated.

B. Appear attractive and inviting to the public except for brief installation, construction, or maintenance periods.

C. Be available for use at reasonable hours and times of the year, according to the type of area or facility.

SECTION 28. INCOME AND INCOME USE

A. Income.

1. Compatible source. The source of any income generated in a funded project or project area must be compatible with the funding source and the agreement.

2. Fees. User and/or other fees may be charged in connection with land acquired or facilities developed with funding board grants if the fees are consistent with the:
   (a) Value of any service(s) furnished;
   (b) Value of any opportunities furnished; and
   (c) Prevailing range of public fees in the state for the activity involved.
   Excepted are Firearms and Archery Range Recreation Program safety classes (firearm and/or hunter) for which a facility/range fee must not be charged (Chapter 79A.25.210 RCW).

B. Income use. Regardless of whether income or fees in a project work site (including entrance, utility corridor permit, cattle grazing, timber harvesting, farming, etc.) are gained during or after the reimbursement period cited in the agreement, unless precluded by state or federal law, the revenue may only be used to offset:

1. The sponsor's matching funds;

2. The project's total cost;

3. The expense of operation, maintenance, stewardship, monitoring, and/or repair of the facility or program assisted by the funding board grant;

4. The expense of operation, maintenance, stewardship, monitoring, and/or repair of other similar units in the sponsor's system; and/or

5. Capital expenses for similar acquisition and/or development.

SECTION 29. PREFERENCES FOR RESIDENTS

Sponsors shall not express a preference for users of grant assisted projects on the basis of residence (including preferential reservation, membership, and/or permit systems) except that reasonable differences in admission and other fees may be maintained on the basis of residence. Even so, the funding board discourages the imposition of differential fees. Fees for nonresidents must not exceed twice the fee imposed on residents. Where there is no fee for residents but a fee is charged to nonresidents, the nonresident fee shall not exceed the amount that would be imposed on residents at comparable state or local public facilities.

SECTION 30. PROVISIONS RELATED TO CORPORATE (INCLUDING NONPROFIT) SPONSORS

A corporate sponsor, including any nonprofit sponsor, shall:

A. Maintain corporate status with the state, including registering with the Washington Secretary of State's office, throughout the sponsor's obligation to the project as identified in the agreement.

B. Notify RCO prior to corporate dissolution. Within 30 days of dissolution the sponsor shall name a qualified successor that will agree in writing to assume any on-going project responsibilities. A qualified successor is any party eligible to apply for funds in the subject grant program and capable of complying with the terms and conditions of this agreement. RCO will process an amendment transferring the sponsor's obligation to the qualified successor if requirements are met.

C. Sites or facilities open to the public may not require exclusive use, (e.g., members only).

SECTION 31. LIABILITY INSURANCE REQUIREMENTS FOR FIREARMS AND ARCHERY RANGE SPONSORS

A. The sponsor of a firearms or archery range recreation project shall procure an endorsement, or other addition, to liability insurance it may currently carry, or shall procure a new policy of liability insurance, in a total coverage amount the sponsor deems adequate to ensure it will have resources to pay successful claims of persons who may be killed or injured, or suffer damage to property, while present at the range facility to which this grant is related, or by reason of being in the vicinity of that facility; provided that the coverage shall be at least one million dollars ($1,000,000) for the death of, or injury to, each person.

B. The liability insurance policy, including any endorsement or addition, shall name Washington State, the funding board, and RCO as additional insured and shall be in a form approved by the funding board or director.

C. The policy, endorsement or other addition, or a similar liability insurance policy meeting the requirements of this section, shall be kept in force throughout the sponsor's obligation to the project as identified in this agreement.

D. The policy, as modified by any endorsement or other addition, shall provide that the issuing company shall give written notice to RCO not less than thirty (30) calendar days in advance of any cancellation of the policy by the insurer, and within ten (10) calendar days following any termination of the policy by the sponsor.

E. The requirement of Subsection A through D above shall not apply if the sponsor is a federal, state, or municipal government which has established a program of self-insurance or a policy of self-insurance with respect to claims arising from its facilities or activities generally, including such facilities as firearms or archery ranges, when the applicant declares and describes that program or policy as a part of its application to the funding board.

F. By this requirement, the funding board and RCO does not assume any duty to any individual person with respect to death, injury, or damage to property which that person may suffer while present at, or in the vicinity of, the facility to which this grant relates. Any such person, or any other person making claims based on such death, injury, or damage, must look to the sponsor, or others, for any and all remedies that may be available by law.

SECTION 32. REQUIREMENTS OF THE NATIONAL PARK SERVICE

If the project has been approved by the National Park Service, US Department of the Interior, for funding assistance from the federal Land and Water Conservation Fund (LWCF), the "Project Agreement General Provisions" in the LWCF State Assistance Program Federal Financial Assistance Manual are also made part of this agreement. The sponsor shall abide by these LWCF General Provisions as they now exist or are hereafter amended. Further, the sponsor agrees to provide RCO with reports or documents needed to meet the requirements of the LWCF General Provisions.

SECTION 33. FARMLAND PRESERVATION ACCOUNT

For projects funded through the Washington Wildlife and Recreation Program Farmland Preservation Account, the following sections will not apply if covered separately in a recorded RCO approved Agricultural Conservation Easement.

- Section 8 - Acknowledgement and Signs,
- Section 11 - Hazardous Substances,
- Section 17 - Stewardship and Monitoring
- Section 26 - Restriction on Conversion of Real Property and/or Facilities to Other Uses, and
- Section 25 - Provisions Applying to Acquisition Projects Sub-sections D, E, F and G.

SECTION 34. ORDER OF PRECEDENCE

This agreement is entered into, pursuant to, and under the authority granted by applicable federal and state laws. The provisions of the agreement shall be construed to conform to those laws. In the event of an inconsistency in the terms of this agreement, or between its terms and any applicable statute, rule, or policy or procedure, the inconsistency shall be resolved by giving precedence in the following order:

A. Applicable federal and/or state statutes, regulations, policies and procedures including RCO/funding board policies and procedures, applicable federal Office of Management and Budget (OMB) circulars and federal and state executive orders;

B. Project agreement including attachments;

C. Special Conditions;

D. Standard Terms and Conditions of the Project Agreement.

SECTION 35. AMENDMENTS

This agreement may be amended by mutual agreement of the parties only. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties. Period of performance extensions and minor scope adjustments need only be signed by RCO's director or designee.

SECTION 36. LIMITATION OF AUTHORITY

Only RCO or RCO's delegate by writing (delegation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this agreement. Furthermore, any alteration, amendment, modification, or waiver of any clause or condition of this agreement is not effective or binding unless made in writing and signed by RCO.

SECTION 37. WAIVER OF DEFAULT

Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of the agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the agreement unless stated to be such in writing, signed by the director, or the director's designee, and attached to the original agreement.

SECTION 38. APPLICATION REPRESENTATIONS -- MISREPRESENTATIONS OR INACCURACY OR BREACH

The funding board and RCO rely on the sponsor's application in making its determinations as to eligibility for, selection for, and scope of, funding grants. Any misrepresentation, error or inaccuracy in any part of the application may be deemed a breach of this agreement.

SECTION 39. TERMINATION AND OTHER REMEDIES

The funding board and RCO will require strict compliance by the sponsor with all the terms of this agreement including, but not limited to, the requirements of the applicable statutes, rules and all funding board and RCO policies, and with the representations of the sponsor in its application for a grant as finally approved by the funding board.

The funding board or the director may suspend or terminate the obligation to provide funding to the sponsor under this agreement:

A. In the event of any breach by the sponsor of any of the sponsor's obligations under this agreement; or

B. If the sponsor fails to make progress satisfactory to the funding board or director toward completion of the project by the completion date set out in this agreement. Included in progress is adherence to milestones and other defined deadlines.

In the event this agreement is terminated by the funding board or director, under this section or any other section after any portion of the grant amount has been paid to the sponsor under this agreement, the funding board or director may require that any amount paid be repaid to RCO for redeposit into the account from which the funds were derived.

The funding board and RCO may enforce this agreement by the remedy of specific performance, which usually will mean completion of the project as described in this agreement. However, the remedy of specific performance shall not be the sole or exclusive remedy available to RCO. No remedy available to the funding board or RCO shall be deemed exclusive. The funding board or RCO may elect to exercise any, a combination of, or all of the remedies available to it under this agreement, or under any provision of law, common law, or equity.

SECTION 40. NON-AVAILABILITY OF FUNDS

If amounts sufficient to fund the grant made under this agreement are not appropriated by the Washington State Legislature, or if such funds are not allocated by the Washington State Office of Financial Management (OFM) to RCO for expenditure for this agreement in any biennial fiscal period, RCO shall not be obligated to pay any remaining unpaid portion of this grant unless and until the necessary action by the Legislature or OFM occurs. If RCO participation is suspended under this section for a continuous period of one year, RCO's obligation to provide any future funding under this agreement shall terminate. Termination of the agreement under this section is not subject to appeal by the sponsor.

SECTION 41. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this agreement, RCO may, by ten (10) days written notice, beginning on the second day after the mailing, terminate this agreement, in whole or in part. If this agreement is so terminated, RCO shall be liable only for payment required under the terms of this agreement for services rendered or goods delivered prior to the effective date of termination.

SECTION 42. DISPUTE HEARING

Except as may otherwise be provided in this agreement, when a dispute arises between the sponsor and the funding board, which cannot be resolved, either party may request a dispute hearing according to the process set out in this section. Either party's request for a dispute hearing must be in writing and clearly state:

A. The disputed issues;
B. The relative positions of the parties;
C. The sponsor's name, address, project title, and the assigned project number.

In order for this section to apply to the resolution of any specific dispute or disputes, the other party must agree in writing that the procedure under this section shall be used to resolve those specific issues. The dispute shall be heard by a panel of three persons consisting of one person chosen by the sponsor, one person chosen by the director, and a third person chosen by the two persons initially appointed. If a third person cannot be agreed on, the third person shall be chosen by the funding board's chair.

Any hearing under this section shall be informal, with the specific processes to be determined by the disputes panel according to the nature and complexity of the issues involved. The process may be solely based on written material if the parties so agree. The disputes panel shall be governed by the provisions of this agreement in deciding the disputes.

The parties shall be bound by the decision of the disputes panel, unless the remedy directed by that panel shall be without the authority of either or both parties to perform, as necessary, or is otherwise unlawful.

Request for a disputes hearing under this section by either party shall be delivered or mailed to the other party. The request shall be delivered or mailed within thirty (30) days of the date the requesting party has received notice of the action or position of the other party which it wishes to dispute. The written agreement to use the process under this section for resolution of those issues shall be delivered or mailed by the receiving party to the requesting party within thirty (30) days of receipt by the receiving party of the request.

All costs associated with the implementation of this process shall be shared equally by the parties.

SECTION 43. ATTORNEYS' FEES

In the event of litigation or other action brought to enforce contract terms, each party agrees to bear its own attorney fees and costs.

SECTION 44. GOVERNING LAW/VENUE

This agreement shall be construed and interpreted in accordance with the laws of the State of Washington. In the event of a lawsuit involving this agreement, venue shall be proper only in Thurston County Superior Court. The sponsor, by execution of this agreement acknowledges the jurisdiction of the courts of the State of Washington.

In the cases where this agreement is between the funding board and a federally recognized Indian Tribe, the following governing law/venue applies:

A. The State of Washington agrees that it shall initiate any lawsuit against a federally recognized Indian Tribe arising out of or relating to the performance, breach or enforcement of this agreement in Federal Court. Interpretation shall be according to the law of the State of Washington. In the event that the Federal Court determines that it lacks subject matter jurisdiction to resolve the dispute between the State and Tribal Party, then the parties agree to venue in Thurston County Superior Court, but the parties agree that the matter shall not be pursued in superior court unless there is a Federal Court determination that it lacks subject matter jurisdiction.

B. Any judicial award, determination, order, decree or other relief, whether in law or equity or otherwise, resulting from the action shall be binding and enforceable on the parties. Any money judgment or award against a Tribe, tribal officers and members, or the State of Washington and its officers and employees may exceed the amount provided for in Section F- Project Funding of the Agreement in order to satisfy the judgment.

C. The Tribe hereby waives its sovereign immunity as necessary to give effect to this section, and to the implementation of any judgment. This waiver is only for the benefit of the Tribe and State and shall not be enforceable by any third party or by any assignee or delegate of the parties. In any enforcement action, the parties shall bear their own enforcement costs, including attorneys' fees.

SECTION 45. SEVERABILITY

The provisions of this agreement are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the agreement.

Puget Sound Acquistion & Restoration Fund
Puget Sound Recovery Projects
Post-Evaluation Project Summary

TITLE: Qwuloolt Estuary Restoration - Construction

NUMBER: 09-1277R (Restoration)
STATUS: Board Funded

SPONSOR: Tulalip Tribe

EVALUATION SCORE:
BOARD RANKING:

COSTS:

Puget Sound Acq. & Restoration	$500,000	85%
Local	$90,000	15%
Total	$590,000	100%

SPONSOR MATCH:
Grant - Federal

DESCRIPTION:

The Qwuloolt Estuary Restoration Project represents a broad-based interagency and community effort to restore historic tidal processes and a functioning estuary intertidal marsh system to 350 acres of isolated floodplain within the lower Snohomish River estuary. The project will also restore natural hydrologic connection and functions to two stream systems and provide unrestricted fish access to 16 miles of upstream spawning and rearing habitat. Restoration will involve breaching the levee along Ebey Slough, installing a setback levee to protect adjacent properties located in the floodplain, filling ditches, excavating stream and tidal channels, and planting native shrub and tree species in shoreline riparian areas.

This project requests **$500,000** for construction activities; specifically, setback levee construction, levee breach, and project management tasks. These funds will supplement $1,455,000 in tribal and state funds to meet a 35% local cost-share obligation for working with the US Army Corps of Engineers under the Puget Sound and Adjacent Waters Program. Additional federal funds will be used for interior site preparation (i.e. ditch filling, channel excavation, riparian planting) and the levee breach. Total project cost is $7,800,000. However, only a fraction of this full amount is reflected in the grant funding request.

LOCATION INFORMATION:

The project will occur adjacent to Ebey Slough (at river mile 3)

COUNTY: Snohomish

GOAL & OBJECTIVE:

The goal of the project is to restore estuarine and nearshore conditions and processes in the marine environment.

The objective of the project is to restore shoreline habitat diversity and function.

SALMON INFORMATION: (* indicates primary)

Species Targeted

Bull Trout
Chinook (Threatened (06/06))*
Chum (Not Warranted (06/06))
Coho (Species of Concern (06/06))
Cutthroat
Pink
Steelhead (Proposed Threatened (06/06))

Habitat Factors Addressed

Biological Processes
Channel Conditions
Estuarine and Nearshore Habitat*
Loss of Access to Spawning and Rearing Habitat
Water Quality

FISCAL YEAR: 2010

DATE PRINTED: December 21, 2009

Eligible Reimbursement Activities Report

Project Sponsor: Tulalip Tribe
Project Number: 09-1277 R
Project Title: Qwuloolt Estuary Restoration - Construction
Approval: 10/23/2009

Restoration Items:

Worksite	Element	Item	Unit	Quantity	Description
#1, Qwuloolt	Architectural & Engineering	A & E development	Lump Sum	1.00	
#1, Qwuloolt	Estuarine/Marine Nearshore	Dike breaching/removal	Linear ft	2,000.00	Dike Breach, Dike Const, Soil Prep/Trans, Mobilization
#1, Qwuloolt	Estuarine/Marine Nearshore	Mobilization/demobilization	Lump sum	1.00	
#1, Qwuloolt	Estuarine/Marine Nearshore	Permits	Lump sum	1.00	
#1, Qwuloolt	Sales Tax	Sales Tax	Lump Sum	1.00	

Milestone Report By Project

Project Number: 09-1277 R
Project Name: Qwuloolt Estuary Restoration - Construction
Sponsor: Tulalip Tribe
Project Manager: Kay Caromile

X	!	Milestone	Target Date	Comments/Description
		Project Start	10/16/2009	
X	!	Cultural Resources Completed	10/16/2009	Completed in 2008
	!	Applied for Permits	03/01/2010	Federal permits were submitted in 2009
	!	A&E Plans Submitted	04/01/2010	90% Designs
		Monitor/Steward Plan Submitted	04/01/2010	
		RFP Complete	05/01/2010	Invitation to Bid
	!	Bid Awarded/Consultant Hired	06/01/2010	
	!	Construction Started	07/01/2010	
	!	Annual Project Billing	07/31/2010	and at least once per year thereafter
	!	Progress Report Submitted	07/31/2010	
	!	Progress Report Submitted	01/01/2011	
	!	Annual Project Billing	07/31/2011	
	!	Progress Report Submitted	07/31/2011	
	!	Construction Complete	11/01/2011	
	!	Project Complete	01/01/2012	
		Monitoring Complete	01/01/2012	
		Final Docs/Billing to Mgmt Agy	03/01/2012	

X = Milestone Complete

! = Critical Milestone

Press Release Template

Tulalip Tribe offered grant to restore land for salmon recovery.

(Marysville) - Tulalip Tribe was awarded a grant of $500,000.00 from the PSAR. The grant was awarded by the Salmon Recovery Funding Board (SRFB), and will be used for the following:

> The Qwuloolt Estuary Restoration Project represents a broad-based interagency and community effort to restore historic tidal processes and a functioning estuary intertidal marsh system to 350 acres of isolated floodplain within the lower Snohomish River estuary. The project will also restore natural hydrologic connection and functions to two stream systems and provide unrestricted fish access to 16 miles of upstream spawning and rearing habitat. Restoration will involve breaching the levee along Ebey Slough, installing a setback levee to protect adjacent properties located in the floodplain, filling ditches, excavating stream and tidal channels, and planting native shrub and tree species in shoreline riparian areas.
> This project requests **$500,000** for construction activities; specifically, setback levee construction, levee breach, and project management tasks. These funds will supplement $1,455,000 in tribal and state funds to meet a 35% local cost-share obligation for working with the US Army Corps of Engineers under the Puget Sound and Adjacent Waters Program. Additional federal funds will be used for interior site preparation (i.e. ditch filling, channel excavation, riparian planting) and the levee breach. Total project cost is $7,800,000. However, only a fraction of this full amount is reflected in the grant funding request.

There were two applications submitted for consideration in the PSAR. Each project went through an evaluation process prior to being recommended for funding. The SRFB Board approved funding for projects on Friday, October 23, 2009.

Funding for the PSAR comes (new). Tulalip Tribe will leverage local contributions totaling $90,000.00 with grant monies to implement the project. Total estimated project cost is $590,000.00. SRFB is the state's administrator of the grant program.

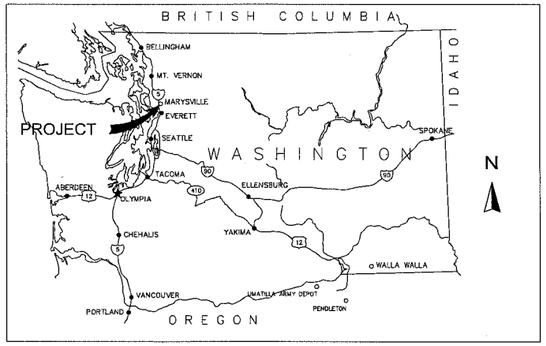
Contact: Maria Calvi, (360) 716-4597 (sponsor project manager)

Kay Caromile, (360) 902-2639, kay.caromile@rco.wa.gov (SRFB project manager)

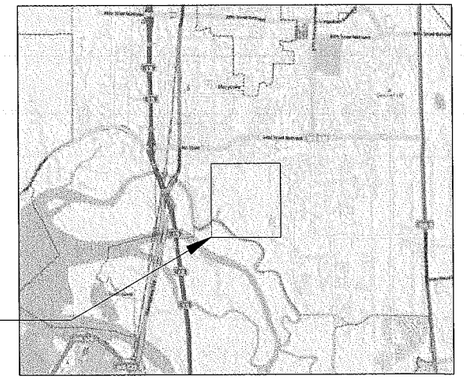
Qwuloolt Restoration Project

Snohomish River Delta

QWULOOLT
TIDAL WETLAND RESTORATION
MARYSVILLE, WASHINGTON
90% STORMWATER INFRASTRUCTURE SET
CITY REVIEW DRAFT



VICINITY MAP
N.T.S.



LOCATION MAP
MARYSVILLE N.T.S.

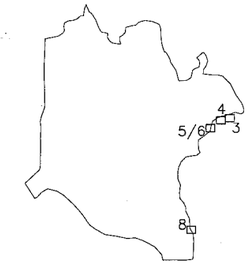
N

ABBREVIATIONS

APPROX.	APPROXIMATE	NIC	NOT IN CONTRACT
℄	CENTERLINE	NTS	NOT TO SCALE
(D), DEMO	DEMOLISH	PIP	PROTECT IN PLACE
DS	DOWNSTREAM	PWA	PHILIP WILLIAMS & ASSOCIATES
EL, ELEV.	ELEVATION	RC	RELATIVE COMPACTION
(E), EXIST.	EXISTING	SPECS	SPECIFICATIONS
EG	EXISTING GRADE	SWPPP	STORMWATER POLLUTION PREVENTION PLAN
FG	FINISHED GRADE	3:1	SLOPE, HORIZONTAL:VERTICAL
FT	FOOT, FEET	TESC	TEMPORARY EROSION & SEDIMENT CONTROL
GB	GRADE BREAK	TBD	TO BE DETERMINED
HV	HARBOR VIEW	TYP.	TYPICAL
LF	LINEAR FEET	VIF	VERIFY IN FIELD
MIN.	MINIMUM	WWTP	WASTEWATER TREATMENT PLANT
MAX.	MAXIMUM	WV	WESTVIEW
(N)	NEW		

INDEX OF DRAWINGS

SHEET NO.	DESCRIPTION
1	COVER SHEET
2	SITE MAP – PROPOSED CONDITIONS OVERVIEW
3	HARBOR VIEW OUTLET 1
4	HARBOR VIEW OUTLET 2
5	HARBOR VIEW 3 – DEMOLITION PLAN
6	HARBOR VIEW 3 – PROPOSED
7	WESTVIEW OUTFALLS 13 AND 13A
8	HARBOR VIEW 1 AND 2 PIPE MODIFICATIONS
9	HARBOR VIEW 3 AND WESTVIEW PIPE MODIFICATIONS



KEY TO SHEETS
N.T.S.

LEGEND

- (E) STORM DRAIN (SD)
- (E) SANITARY SEWERS LINE (SS)
- (E) WATER LINE (W)
- EXISTING GRADE SECTION AND PROFILE
- CENTERLINE
- DESIGN GRADE SECTION AND PROFILE
- WETLAND BERM
- RIPARIAN BERM
- EXISTING FIRST ORDER CHANNEL
- TRIBUTARY CHANNEL
- (E) FILLED DITCH
- FILL (E) DITCH
- STATION BASELINE (0+00 — 1+00)
- FENCE (X — X)
- SILT FENCE
- HIGH VISIBILITY FENCE (HVF)
- PARCEL LINE (APPROX)
- NEW CONTOUR (4)
- EXISTING CONTOUR (4)
- PROJECT BOUNDARY
- (P) TYPE I CATCH BASIN
- (P) TYPE II CATCH BASIN
- (P) TRAIL DEMOLITION
- (P) TRAIL PAVING
- SPOT ELEVATION (× 9.36)
- CONTROL POINT (203)
- APPROXIMATE WATER LEVEL
- 1 INDICATES DETAIL NUMBER; 2 INDICATES SHEET NUMBER ON WHICH SECTION OR DETAIL APPEARS
- EXISTING GROUND (PLAN & SECTION)
- EXCAVATION (PLAN & SECTION)
- FILL (PLAN & SECTION)
- CONSTRUCTION ACCESS (ACCESS)

CALL TWO WORKING DAYS BEFORE YOU DIG
1-800-424-5555

REVISIONS

NO.	DESCRIPTION	BY	DATE
5			
4			
3			
2			
1			

PREPARED BY: ESA

3027 Colby Ave, Ste. 201
Everett, WA 98201
P: (206) 789-9658
F: (206) 789-9684

PREPARED FOR: TULALIP TRUSTEES

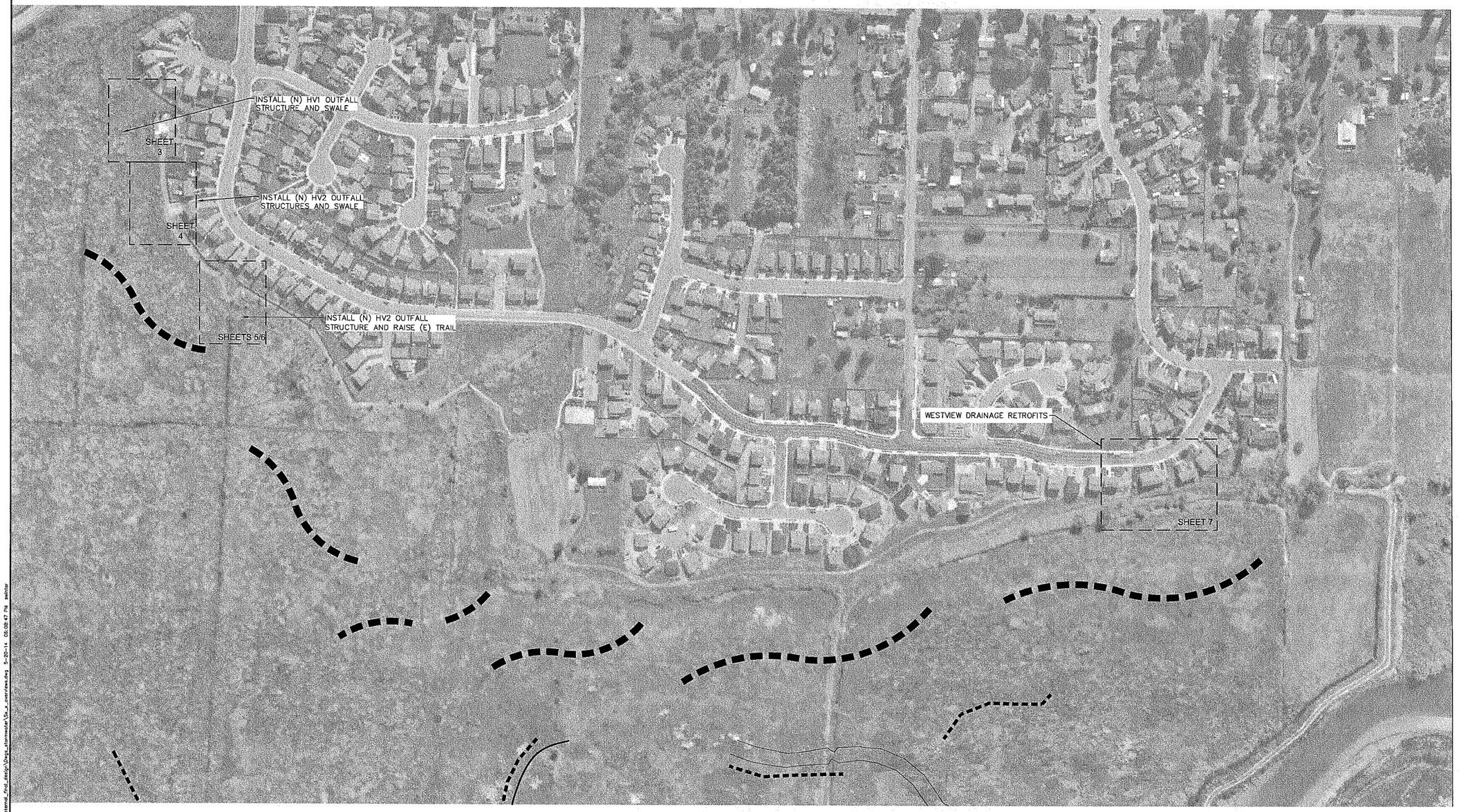
SHEET TITLE: COVER SHEET

PROJECT: QWULOOLT ESTUARY TIDAL WETLAND RESTORATION - STORMWATER INFRASTRUCTURE

APPROVED	
DESIGNED	S. WINTER
DRAWN	S. WINTER
INCHARGE	B. BATTALIO License 42109
SCALE	AS SHOWN
ESA JOB #	D209584.01
PROJECT #	D209584.01
DATE	MAY 6, 2014
SHEET	1 OF 9

CITY REVIEW DRAFT

G:\PROJECTS\SEA\WATER RESOURCES\2005 Projects\29143_Tulalip Estuary Res\CAD\Internal_Rpt_design\Design_Stormwater\SI_COVER.dwg 5-20-14 05:47:35 PM winter



NOTES

1. TOPOGRAPHY SHOWN IS A COMBINATION OF MAPPING PREPARED BY DUANE HARTMAN AND ASSOCIATES USING AERIAL PHOTOGRAMMETRIC METHODS AND DOWNING AND ASSOCIATES USING FIELD METHODS. HARTMAN AERIAL PHOTOGRAPH DATED JUNE 19, 2005. DOWNING DATA COLLECTION OCCURRED IN 2011. DOWNING DATA INCLUDES ADDITIONAL CHANNEL THALWEG ELEVATIONS USED FOR DESIGN.
2. ELEVATIONS ARE APPROXIMATE, AND MAY NOT BE SHOWN ACCURATELY IN AREAS PONDED WHEN PHOTOGRAPH WAS TAKEN.
3. ALL ELEVATIONS ARE REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88) IN FEET. HORIZONTAL DATUM AT SITE IS NORTH AMERICAN DATUM OF 1983 (NAD83) STATE PLANE WASHINGTON NORTH IN FEET USING GRID COORDINATES.
4. ASSUME THAT ALL AREAS BELOW 10 FEET NAVD 88 WITHIN THE SITE ARE JURISDICTIONAL WETLAND.
5. LIMITED TIDAL INFLUENCE TO DITCHES DUE TO LEAKY TIDE GATES.
6. SITE CONDITIONS MAY REQUIRE SPECIAL EQUIPMENT SUCH AS LOW GROUND PRESSURE EQUIPMENT.
7. CONCURRENT PROJECTS WILL BE ONGOING TO CONSTRUCT THE SETBACK LEVEE UNDER SEPARATE CONTRACT. BOTH CONTRACTORS WILL HAVE THE SAME SITE ACCESS POINTS. COORDINATION SHALL OCCUR THROUGH THE PROJECT REPRESENTATIVE.
8. ACCESS IS LIMITED. CONTRACTOR TO USE CAUTION MOBILIZING AND DEMOBILIZING. OVERHEAD ELECTRIC LINES NOT SHOWN.
9. CITY OF MARYSVILLE WILL BE RESPONSIBLE FOR SITE ACCESS AGREEMENTS TO PRIVATE PROPERTY.

PROJECT CONTROL

ID	NORTHING (FT)	EASTING (FT)	ELEVATION (FT NAVD 88)	TYPE
WSDOT GP31529-169	385512.7300	1311593.7020	16.65	BRASS DISK LEVEL WITH CONCRETE
10	32380.1005	1314559.7561	12.59	SPIKE SET ON NORTH SIDE OF LEVEE
33	382443.6265	1313933.5571	11.84	RED CAP REBAR
100	386293.0956	1314932.6933	16.12	MAG NAIL ON NORTH SIDE OF SUNNYSIDE DRIVE

N

0 75 150 300
SCALE (FEET)

REVISIONS

NO.	DESCRIPTION	BY	DATE
1			
2			
3			
4			
5			

PREPARED BY:
ESA

Suite 310
Bellevue, WA 98007
P: (206) 789-9658
F: (206) 789-9684

PREPARED FOR:
TULALIP TRUSTEES

PROJECT
QWULOOLT ESTUARY
TIDAL WETLAND RESTORATION -
STORMWATER INFRASTRUCTURE

SHEET TITLE
SITE MAP - PROPOSED CONDITION OVERVIEW

APPROVED

DESIGNED S. WINTER
DRAWN S. WINTER
INCHARGE B. BATTALIO License 42109

SCALE AS SHOWN
ESA JOB # D209584.01
PROJECT # D209584.01
DATE MAY 14, 2014
SHEET 2 OF 9

CITY REVIEW DRAFT

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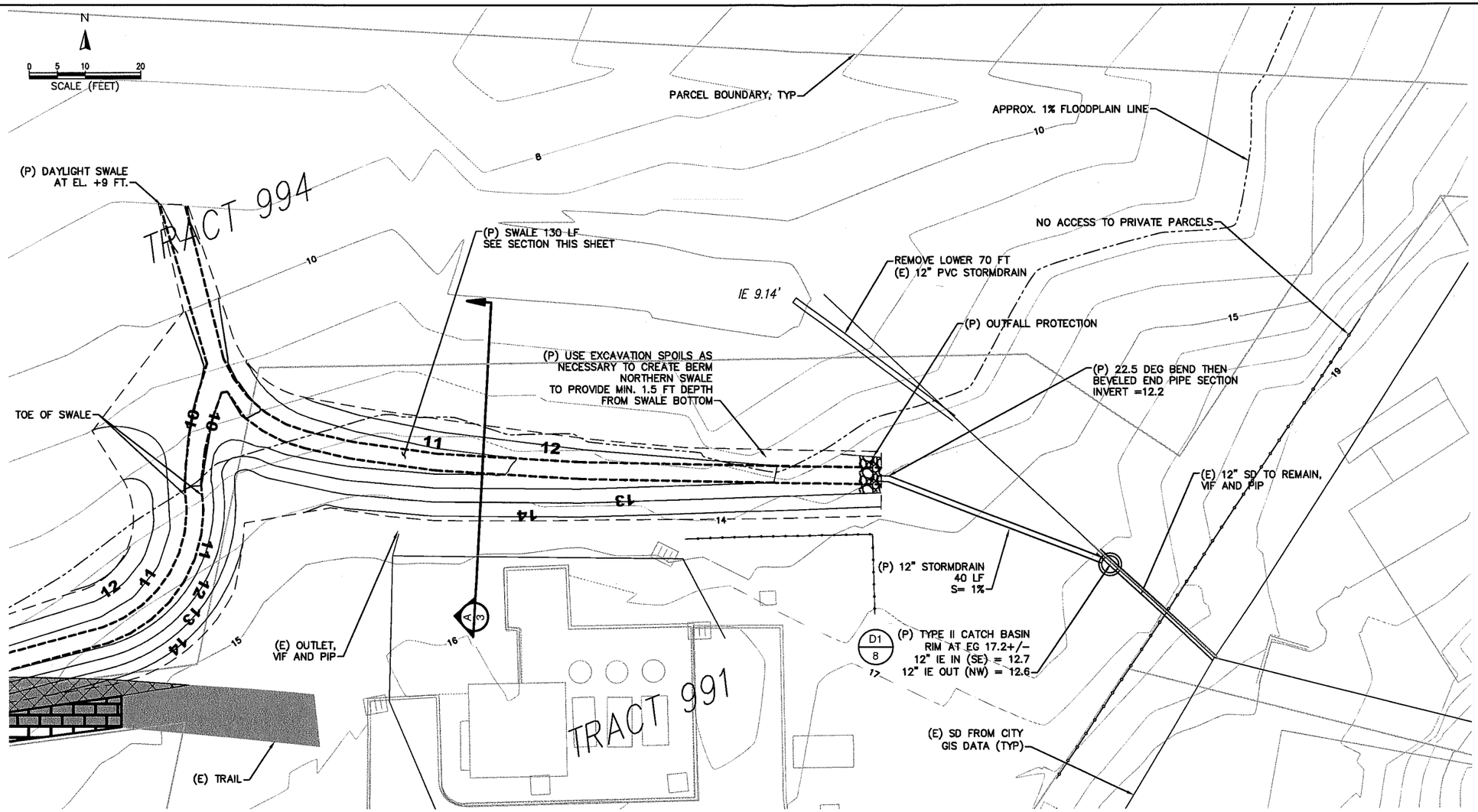
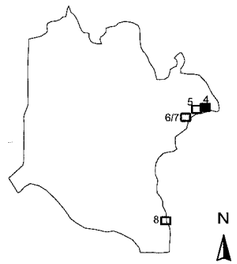
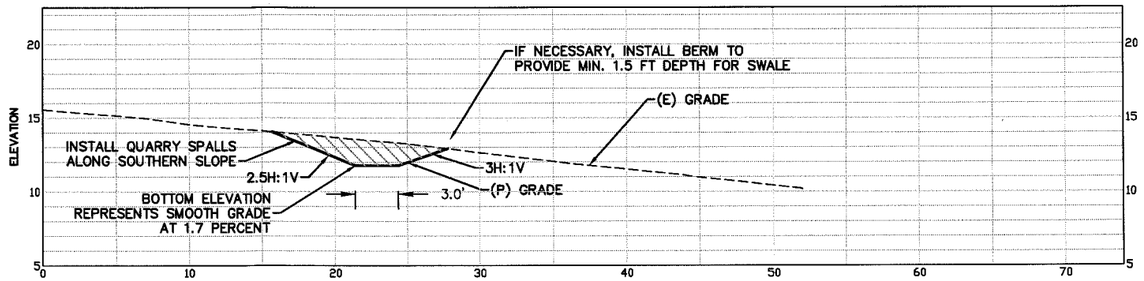




KEY MAP

NOTES:

1. WORK SHOWN HEREIN FOR HARBOR VIEW 1 INVOLVES INSTALLING A NEW CATCHBASIN AND A SWALE IN AN EXISTING STORM DRAIN SYSTEM.
2. CALL BEFORE YOU DIG FOR UTILITY LOCATE.
3. VERIFY ALL LOCATIONS IN FIELD



A/3 HV1 SWALE TYPICAL SECTION SCALE: VT: 1" = 5'

REVISIONS

NO.	DESCRIPTION	BY	DATE
1			
2			
3			
4			
5			

PREPARED BY: ESA 8309 Stemilt Ave NW Suite 101 Seattle, WA 98117 P: (206) 789-9658 F: (206) 789-9684

PREPARED FOR: TULALIP TRUSTEES

SHEET TITLE: PLAN VIEW HARBOR VIEW OUTLET 1

PROJECT: QWULOOLT ESTUARY TIDAL WETLAND RESTORATION - STORMWATER INFRASTRUCTURE

APPROVED	
DESIGNED	S. WINTER
DRAWN	S. WINTER
INCHARGE	B. BATTALIO License 42108
SCALE	AS SHOWN
ESA JOB #	D20958.01
PROJECT #	D20958.01
DATE	March 2014
SHEET	9 OF 9

CITY REVIEW DRAFT

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N

0 5 10 20
SCALE (FEET)

(P) TYPE I-L CATCH BASIN
IE IN (S)= 12.1 FT
IE OUT (E) = 12.0 FT
RIM = 14.0 FT

(P) 12" HDPE STORM DRAIN
15 LF
S=1.5%

(E) 12 INCH STORM DRAIN (PIP, VIF)

(P) BEVELED END PIPE SECTION
IE OUT (EAST)= 11.7 FT

(P) OUTFALL PROTECTION

IE 8.48'
12" PLA

TOP OF SLOPE

BUILD UP TRAIL TO EL. 14
WITH NO MORE THAN 5% GRADE

(P) SWALE WITH
3 FT BOTTOM WIDTH,
2% SLOPE AND

TOE OF SWALE

TRACT 99

(E) OUTLET,
VIF AND PIP

(E) TRAIL

NO ACCESS TO PRIVATE PARCELS

B/4

ADJUST SEWER MANHOLE TO
MATCH TRAIL ELEVATION, VIF

REMOVE EXISTING ASPHALT TRAIL
(1,235 SF)

INSTALL NEW ASPHALT PAVING APPROX. 6 FT WIDE MIN.,
BLEND TO EXISTING ON EAST AND WEST SIDES.
SEE NOTE 4 THIS SHEET.

SSMH
RIM 13.47'
E IE 3.62'
SW IE 3.72'

SHED

CB
RIM 13.61'
N IE 8.76' 12" PLA
S IE 8.86' 12" PLA
E IE 9.16' 6" PLA
W IE 9.16' 6" PLA

REMOVE (E) 12 INCH
STORM DRAIN

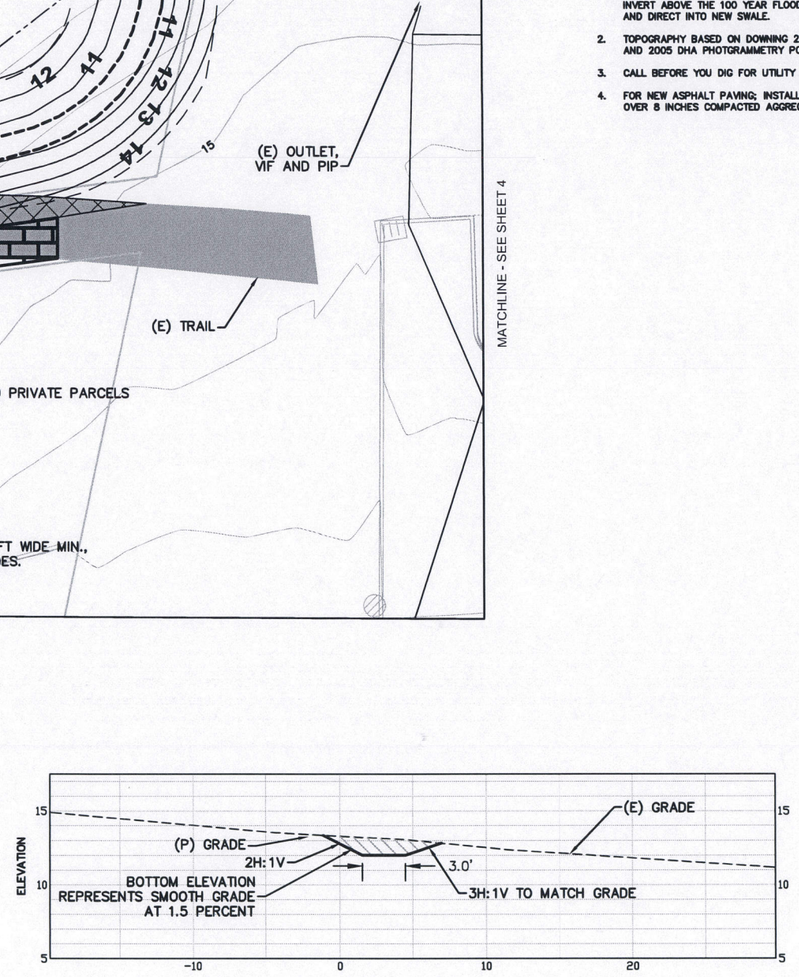
REMOVE AND REPLACE
(E) 12 INCH STORM DRAIN
66 LF
S = 1.5%

D2/8

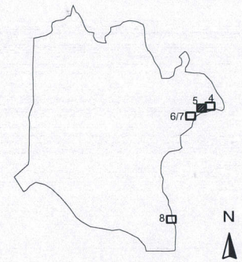
(P) TYPE II CATCH BASIN
RIM =MATCH EG AT ~18.3
IE IN (S)= 13.5 FT
IE OUT (N) = 13.4 FT

MATCHLINE - SEE SHEETS 6 AND 7

MATCHLINE - SEE SHEET 4



B/4 HV2 SWALE
TYPICAL SECTION
SCALE:
H: 1" = 5'
V: 1" = 5'



KEY MAP

NOTES:

1. THE INTENT HERE IS TO MODIFY THE HARBORVIEW 2 DRAINAGE SYSTEM TO BRING THE LOWER PIPE INVERT ABOVE THE 100 YEAR FLOOD ELEVATION AND DIRECT INTO NEW SWALE.
2. TOPOGRAPHY BASED ON DOWNING 2012 POINTS AND 2005 DHA PHOTGRAMMETRY POINTS.
3. CALL BEFORE YOU DIG FOR UTILITY LOCATES.
4. FOR NEW ASPHALT PAVING; INSTALL 4 INCH HMAC OVER 8 INCHES COMPACTED AGGREGATE.

REVISIONS

NO.	DESCRIPTION	BY	DATE
1			
2			
3			
4			
5			

PREPARED BY:
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Bellevue, WA 98007
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PREPARED FOR:
TULALIP TRUSTEES

PROJECT
QWULOOLT ESTUARY
TIDAL WETLAND RESTORATION -
STORMWATER INFRASTRUCTURE

SHEET TITLE
HARBOR VIEW OUTLET 2

APPROVED

DESIGNED S. WINTER
DRAWN S. WINTER
INCHARGE B. BATTALIO
License 42109

SCALE AS SHOWN
ESA JOB # D209584.01
PROJECT # D209584.01
DATE MAY 19, 2014
SHEET 4 OF 9

CITY REVIEW DRAFT

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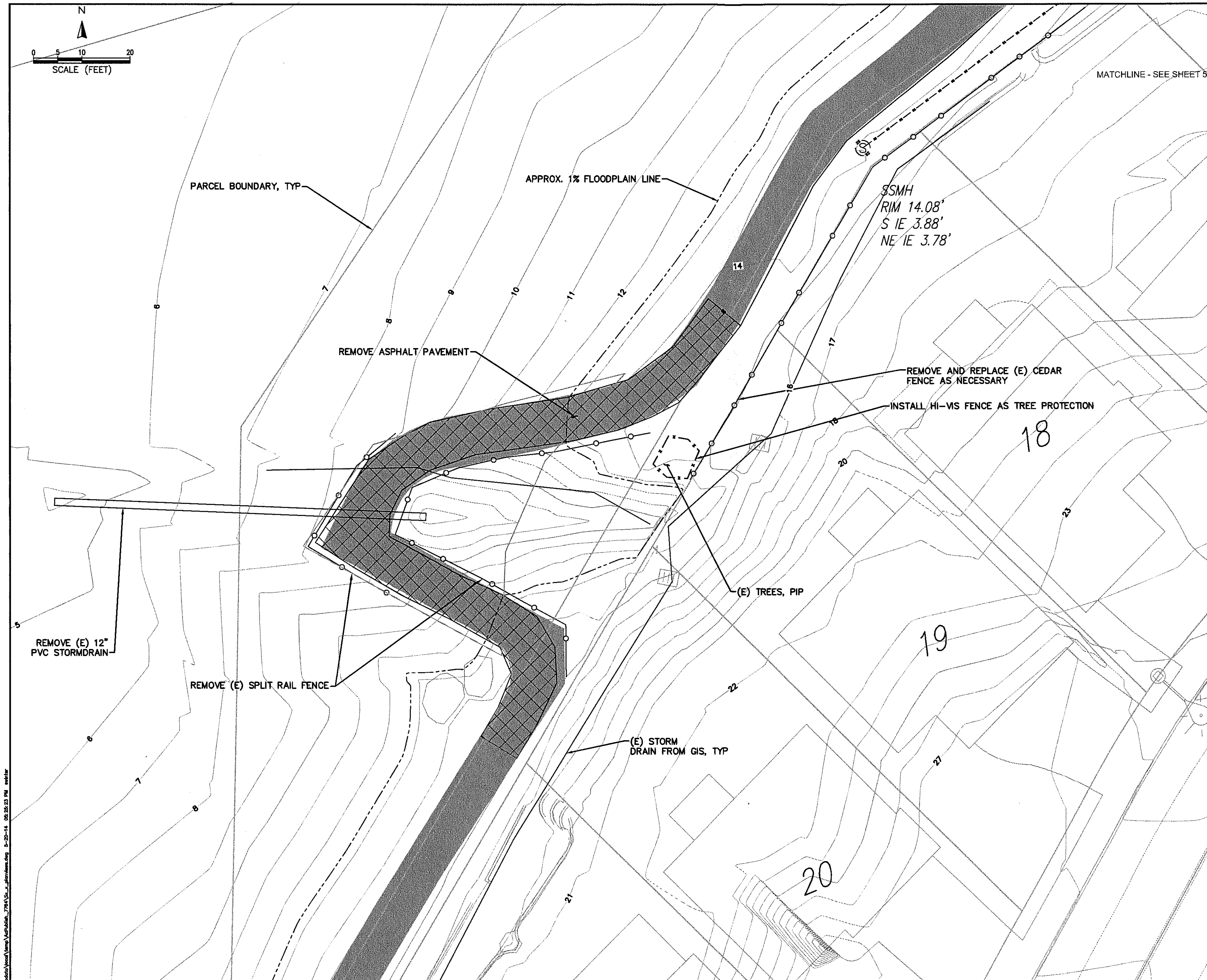
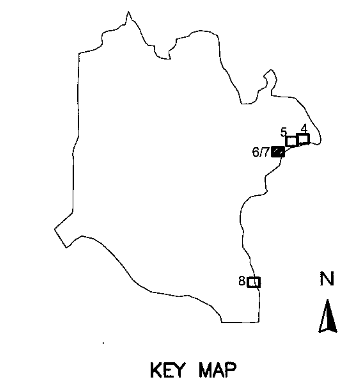




KEY MAP

NOTES:

1. INTENT IS TO REMOVE A PORTION OF THE EXISTING ASPHALT TRAIL THAT WOULD BE SUBJECT TO FLOODING AND REPLACE AT HIGHER ELEVATION. DRAINAGE PIPE TO BE REMOVED AND REPLACED WITH TIDE GATE.
2. FILL WILL EXTEND ONTO PRIVATE PROPERTY, ACCESS TO BE NEGOTIATED BY THE CITY OF MARYSVILLE.

NO.	DESCRIPTION	BY	DATE
5			
4			
3			
2			
1			

REVISIONS

PREPARED BY: ESA

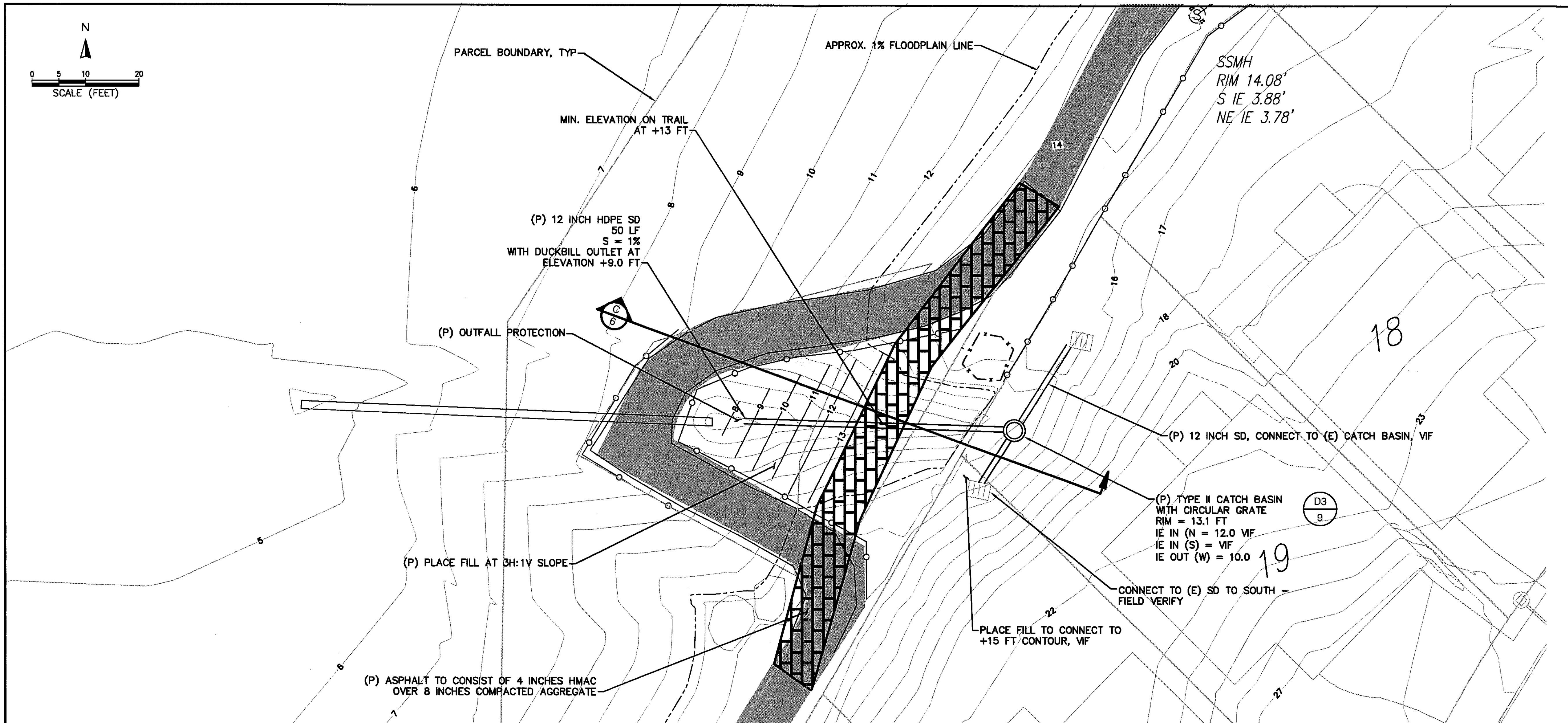
PREPARED FOR: TULALIP TRUSTEES

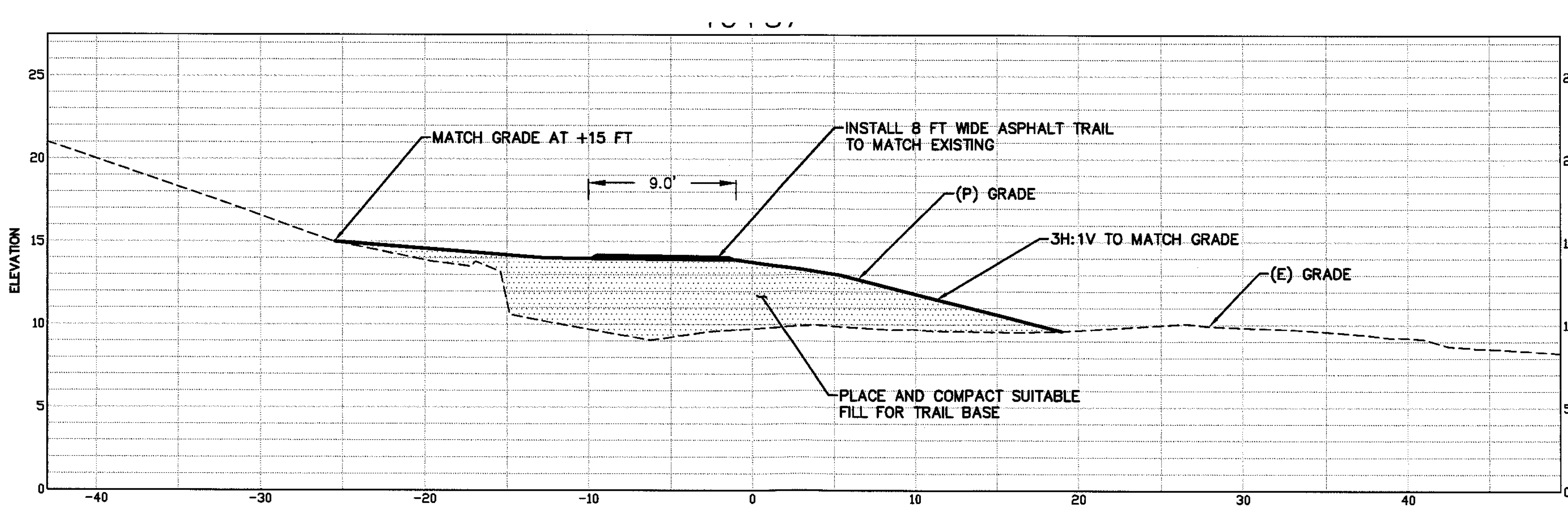
SHEET TITLE: HARBOR VIEW OUTLET 3 - DEMOLITION PLAN

PROJECT: QWULOOLT ESTUARY TIDAL WETLAND RESTORATION - STORMWATER INFRASTRUCTURE

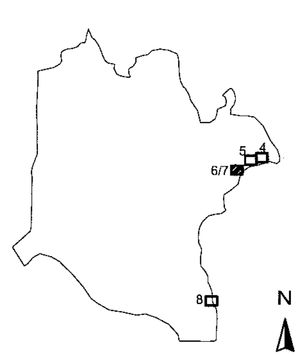
APPROVED	
DESIGNED	S. WINTER
DRAWN	S. WINTER
INCHARGE	B. BATTALIO License 42109
SCALE	AS SHOWN
ESA JOB #	D209584.01
PROJECT #	D209584.01
DATE	MAY 19 2014
SHEET	5 OF 9

CITY REVIEW DRAFT





C / 6 — HV2 SWALE TYPICAL SECTION — SCALE: H: 1" = 5', V: 1" = 5'



KEY MAP

NOTES:

1. THE INTENT IS TO PLACE FILL AND LOCATE THE TRAIL FURTHER EAST, REMOVING THE LOWER PORTION OF THE TRAIL THAT WILL BE SUBJECT TO FLOODING. THE EXISTING DRAIN PIPE WILL BE REMOVED AND REPLACED WITH A PIPE AND TIDE GATE SYSTEM.
2. EXISTING ASPHALT TRAIL TO BE REMOVED AND REPLACED AT THE END OF CONSTRUCTION.
3. FILL TO BE PROVIDED BY THE CITY OF MARYSVILLE.
5. DUCKBILL TIDE GATE TO BE TIDEFLEX TF-1 DUCKBILL CHECK VALVE OR EQUIVALENT.

REVISIONS

NO.	DESCRIPTION	BY	DATE
1			
2			
3			
4			
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PREPARED BY: ESA

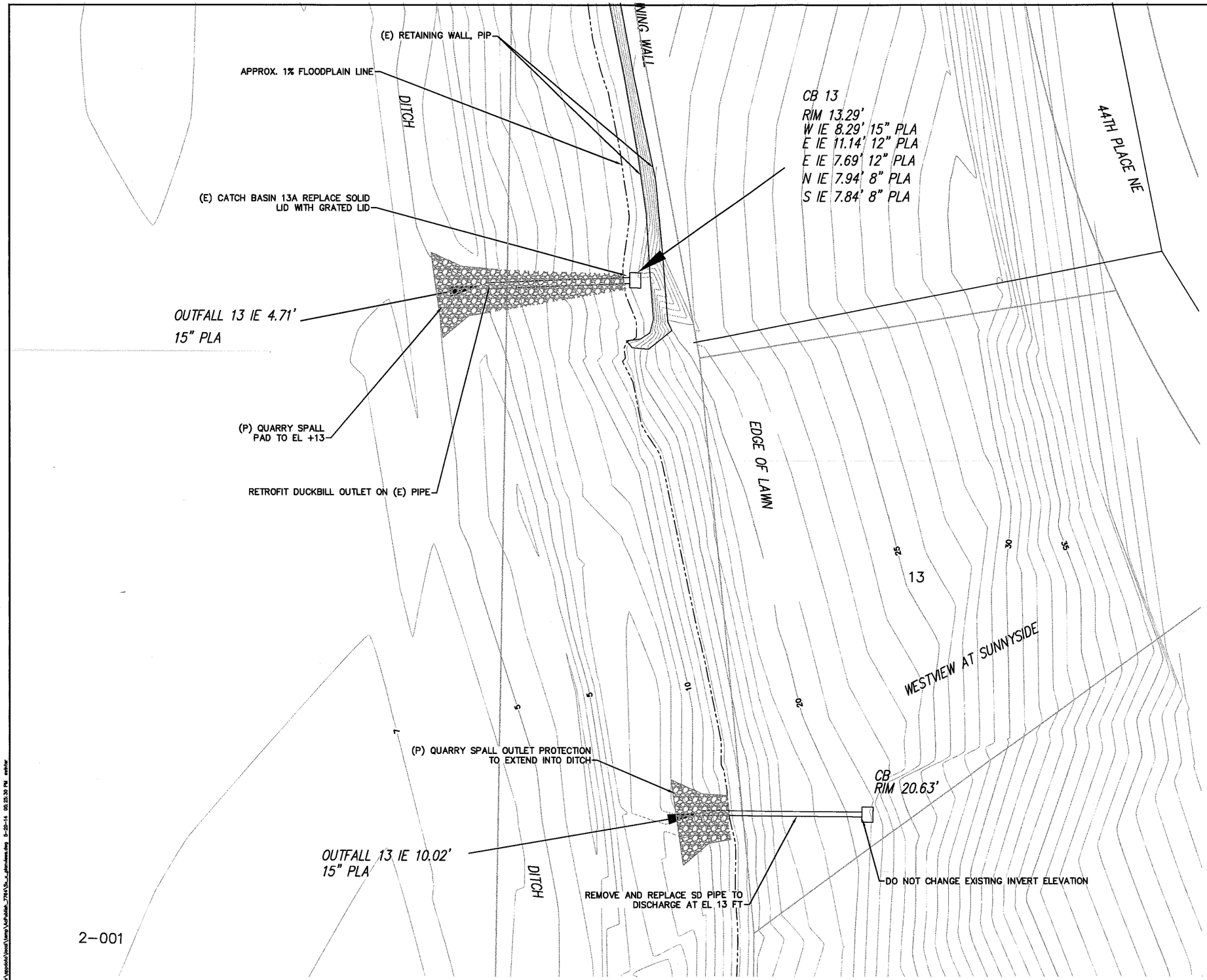
PREPARED FOR: TULALIP TRUSTEES

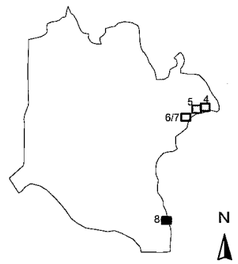
SHEET TITLE: HARBOR VIEW OUTLET 3 - PROPOSED PLAN

PROJECT: QWULOOLT ESTUARY TIDAL WETLAND RESTORATION - STORMWATER INFRASTRUCTURE

APPROVED	
DESIGNED	S. WINTER
DRAWN	S. WINTER
INCHARGE	B. BATTALIO License 42109
SCALE	AS SHOWN
ESA JOB #	D208584.01
PROJECT #	D208584.01
DATE	MAY 2014
SHEET	6 OF 9

CITY REVIEW DRAFT





KEY MAP

NOTES:

1. INTENT IS TO MODIFY STORMDRAINS TO DRAIN ABOVE FLOOD ELEVATIONS AND STABILIZE DISCHARGE POINTS.
2. PLANT WILLOW LIVESTAKES IN QUARRY SPALLS.
3. ACCESS ACROSS PRIVATE PROPERTY TO BE NEGOTIATED BY THE CITY OF MARYSVILLE.
4. ASSUME AREAS BELOW EL. 10 FT ARE JURISDICTIONAL WETLAND.
5. DUCKBILL TIDE GATE TO BE TIDEFLEX TF-1 DUCKBILL CHECK VALVE OR EQUIVALENT.

REVISIONS

NO.	DESCRIPTION	BY	DATE
1			
2			
3			
4			
5			

PREPARED BY:
ESA
3309 Broadway, Ave NW
Seattle, WA 98107
P: (206) 789-9658

PREPARED FOR:
TULALIP TRUSTEES

SHEET TITLE: WEST VIEW OUTFALLS 13 AND 13A

PROJECT: QWULOOLT ESTUARY TIDAL WETLAND RESTORATION - STORMWATER INFRASTRUCTURE

APPROVED

DESIGNED	S. WINTER
DRAWN	S. WINTER
INCHARGE	B. BATTALIO License 42109

SCALE	AS SHOWN
ESA JOB #	D209584.01
PROJECT #	D2095800
DATE	MAY 30 2014
SHEET	OF 9

CITY REVIEW DRAFT

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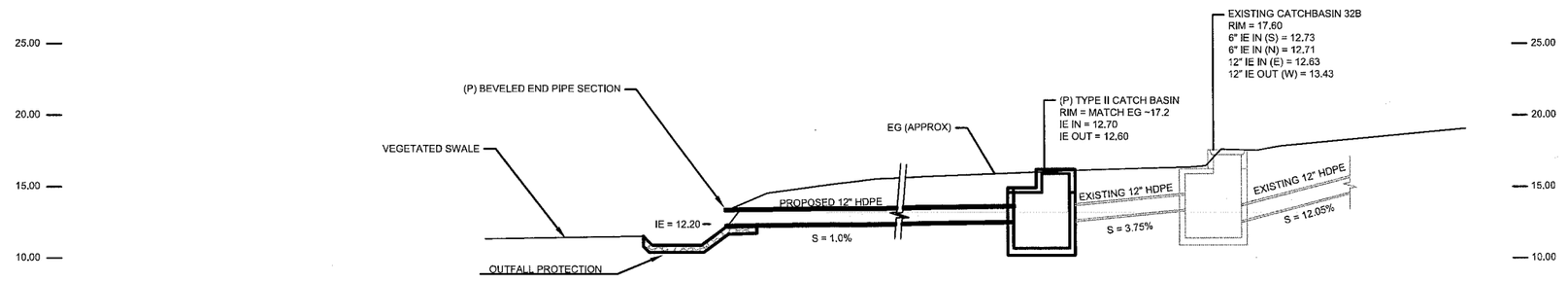


EST. CAPACITY:

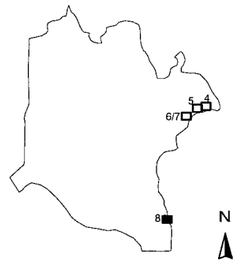
APPROX. DRAINAGE AREA = 7.9 AC

Q10 = 3.4 CFS
Q100 = 5.7 CFS

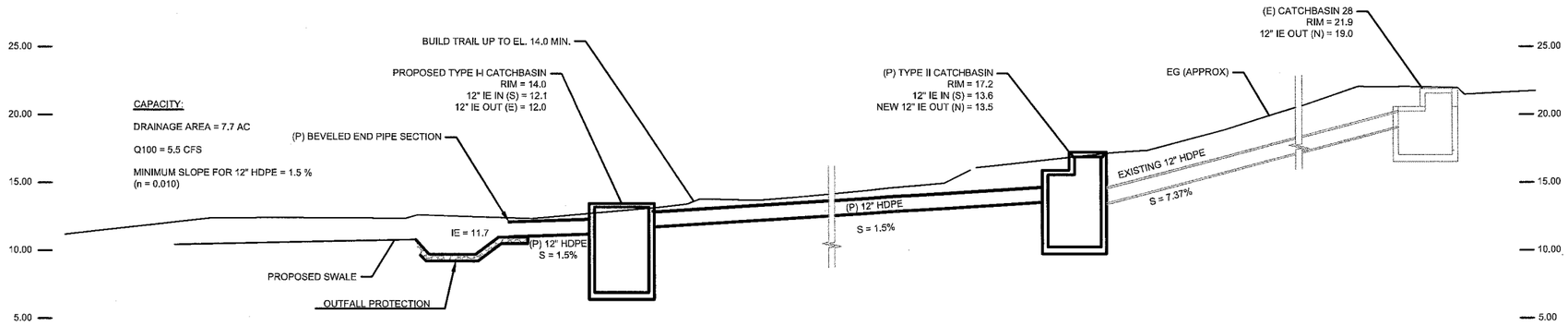
PIPE CAPACITY AT 12" WITH 1.0% = 3.6 CFS

D1 / 3 — HV1 PIPE MODIFICATIONS
PROFILE

SCALE:
H: 1" = 5'
V: 1" = 5'



KEY MAP



D2 / 4 — HV2 PIPE MODIFICATIONS
PROFILE

SCALE:
H: 1" = 5'
V: 1" = 5'

NO.	DESCRIPTION	BY	DATE
1			
2			
3			
4			
5			

REVISIONS

PREPARED BY:
ESA
3309 Pacific Ave SW
Olympia, WA 98501
P: (360) 753-9584

PREPARED FOR:
TULALIP TRUSTEES

PROJECT
QWULOOLT ESTUARY
TIDAL WETLAND RESTORATION -
STORMWATER INFRASTRUCTURE

SHEET TITLE
HARBOR VIEW 1 AND 2 PIPE MODIFICATIONS

APPROVED	
DESIGNED	S. WINTER
DRAWN	S. WINTER
INCHARGE	B. BATTALIO License 42109
SCALE	AS SHOWN
ESA JOB #	D209584.01
PROJECT #	D209584.00
DATE	MARCH 2014
SHEET	8 OF 9

CITY REVIEW DRAFT

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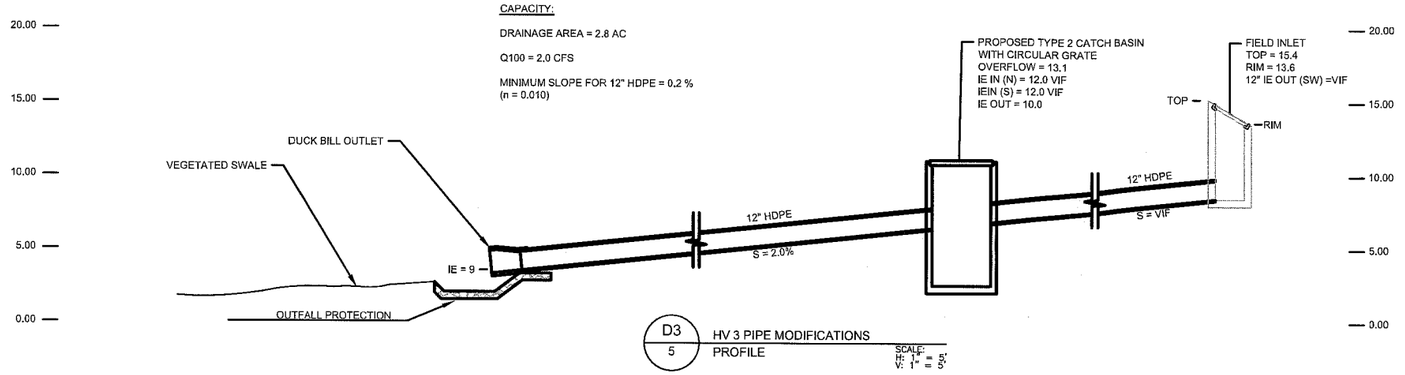
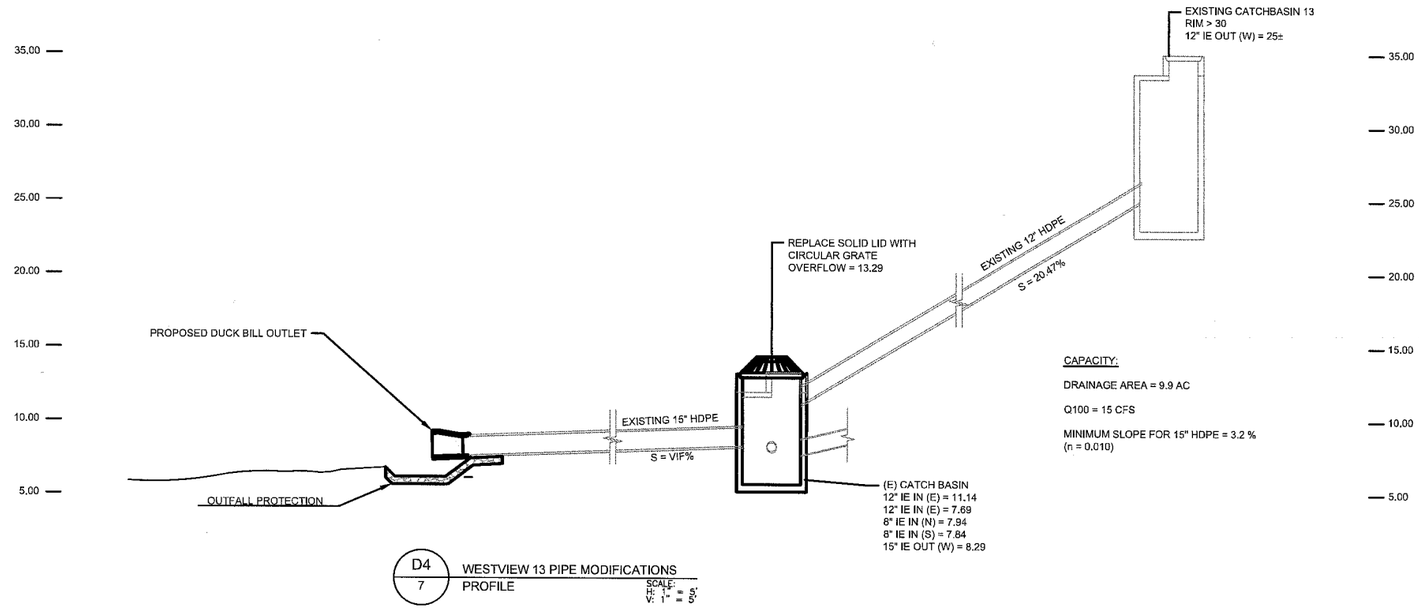


D3 / 5 HV 3 PIPE MODIFICATIONS PROFILE
SCALE: H: 1" = 5' V: 1" = 5'



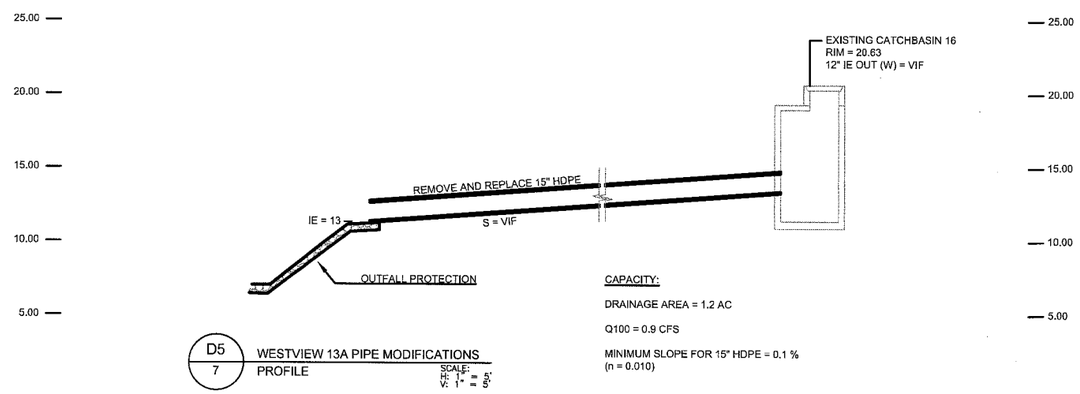
D4 / 7 WESTVIEW 13 PIPE MODIFICATIONS PROFILE
SCALE: H: 1" = 5' V: 1" = 5'

CAPACITY:

DRAINAGE AREA = 9.9 AC

Q100 = 15 CFS

MINIMUM SLOPE FOR 15" HDPE = 3.2 %
(n = 0.010)



D5 / 7 WESTVIEW 13A PIPE MODIFICATIONS PROFILE
SCALE: H: 1" = 5' V: 1" = 5'

CAPACITY:

DRAINAGE AREA = 1.2 AC

Q100 = 0.9 CFS

MINIMUM SLOPE FOR 15" HDPE = 0.1 %
(n = 0.010)

REVISIONS

NO.	DESCRIPTION	BY	DATE
1			
2			
3			
4			
5			

PREPARED BY:
ESA

2309 Second Ave, Ste 200
Seattle, WA 98121
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PREPARED FOR:
TULALIP TRUSTEES

SHEET TITLE
HARBOR VIEW 3 AND WESTVIEW PIPE MODIFICATIONS

PROJECT
QWULOOLT ESTUARY TIDAL WETLAND RESTORATION - STORMWATER INFRASTRUCTURE

APPROVED

DESIGNED	S. WINTER
DRAWN	S. WINTER
INCHARGE	B. BATTALIO License 42109

SCALE	AS SHOWN
ESA JOB #	D209584.01
PROJECT #	D209584
DATE	MARCH 2014
SHEET	9 OF 9

CITY REVIEW DRAFT

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Corps working milestones 11/11

Activity ID	Activity Name	Milestone - Civil Works	Milestone - Construction	Actual Duration	Remaining Duration	Current Start	Current Finish	Activity % Complete	Predecessors	Successors
142460 Sec 544 Qwuloolt Restoration				1212.0d	653.0d	08-Jan-2007 A	11-Jun-2014			
142460.CW Standard Civil Works Project				0.0d	0.0d					
142460.CW1 Sec 544 Qwuloolt Restoration				1212.0d	653.0d	08-Jan-2007 A	11-Jun-2014			
142460.CW1.00500 Project Management Plan (PMP) (first 100K)				177.0d	0.0d	08-Jan-2007 A	19-Sep-2007 A			
PMP0010	Labor for PMP Development			177.0d	0.0d	08-Jan-2007 A	19-Sep-2007 A	0%	PMP0020	PMP0050
PMP0020	Start PMP	CW030		0.0d	0.0d	05-Sep-2007 A		0%		PMP0010, PMP0050
PMP0050	Approve PMP	CW040		0.0d	0.0d		05-Sep-2007 A	0%	PMP0010, PMP0020	DEA3670, DPR200
142460.CW1.00500.1 Conduct Program and Project Management				363.0d	0.0d	01-Jul-2008 A	11-Dec-2009 A			
A2490	FED FY08 Program and Project Management			356.0d	0.0d	01-Jul-2008 A	01-Dec-2009 A	0%		A2530
A2500	NON-FED FY08 Program and Project Management			21.0d	0.0d	30-Oct-2009 A	01-Dec-2009 A	0%		
A2530	FED FY09 Program and Project Management			216.0d	0.0d	20-Nov-2008 A	30-Sep-2009 A	0%	A2490	A2730
A2730	OLD FED FY10 Program and Project Management			27.0d	0.0d	01-Nov-2009 A	11-Dec-2009 A	0%	A2530	
142460.CW1.1 Decision Document				1004.0d	0.0d	04-Jun-2007 A	03-Jun-2011 A			
A2520	FED Labor for Decision Document (Feasibility Phase)			1004.0d	0.0d	04-Jun-2007 A	03-Jun-2011 A	0%	DPR101	DPR980
A2780	NON FED Labor for Decision Document (Feasibility Phase)			1004.0d	0.0d	04-Jun-2007 A	03-Jun-2011 A	0%		
DPR100	FED Labor for Initiation Phase (OLD)			296.0d	0.0d	04-Jun-2007 A	06-Aug-2008 A	0%	DPR200	DPR980
DPR101	WIK Labor for Decision Document			993.0d	0.0d	04-Jun-2007 A	18-May-2011 A	0%	DPR200	DPR980, A2520
DPR200	Plan Formulation			63.0d	0.0d	04-Jun-2007 A	31-Aug-2007 A	0%	PMP0050	DPR100, DPR300, DPR500, DPR101
DPR300	Benefit Analysis			28.0d	0.0d	23-Jul-2007 A	30-Aug-2007 A	0%	DPR200	DPR400
DPR400	Economic Analysis/ CE/ICA			15.0d	0.0d	13-Aug-2007 A	31-Aug-2007 A	0%	DPR300	DPR600
DPR500	Real Estate Plan/Background Information			426.0d	0.0d	01-Feb-2008 A	09-Oct-2009 A	0%	DPR200	DPR600
DPR600	Draft Decision Document			277.0d	0.0d	15-Sep-2008 A	22-Oct-2009 A	0%	DPR400, DPR500, A2610	DPR700
DPR700	ITR Dec Document			32.0d	0.0d	23-Oct-2009 A	10-Dec-2009 A	0%	DPR600	DPR800

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Data Date 03-Nov-2011

Activity ID	Activity Name	Milestone - Civil Works	Milestone - Construction	Actual Duration	Remaining Duration	Current Start	Current Finish	Activity % Complete	Predecessors	Successors
DPR800	Back Check Dec Document			8.0d	0.0d	04-Jan-2010 A	13-Jan-2010 A	0%	DPR700	DPR943
DPR943	Complete Draft Package			5.0d	0.0d	14-Jan-2010 A	21-Jan-2010 A	0%	DPR800	DPR945
DPR945	Certificate of Legal Review			5.0d	0.0d	10-Feb-2010 A	17-Feb-2010 A	0%	DPR943	DPR960
DPR960	NWD Review and Approval of Decision Document			76.0d	0.0d	04-Feb-2011 A	23-May-2011 A	0%	DPR945	DPR970, PCA5240
DPR970	Rec & Address NWD Comments			4.0d	0.0d	24-May-2011 A	31-May-2011 A	0%	DPR960	DPR980
DPR980	NWD Approves Project	CW170		0.0d	0.0d		18-May-2011 A	0%	DPR100, DPR970, DPR101, A2520, A2630	PCA5320
142460.CW1.2 Feasibility Study Service				313.0d	0.0d	01-Aug-2008 A	30-Oct-2009 A			
A2510	FED Cultural Resource Service			313.0d	0.0d	01-Aug-2008 A	30-Oct-2009 A	0%		
142460.CW1.30DG0 FCSA-Feasibility Cost Share Agreement				116.0d	0.0d	15-Jan-2008 A	30-Jun-2008 A			
DEA3660	Labor for FCSA (UNDELIVERED)			116.0d	0.0d	15-Jan-2008 A	30-Jun-2008 A	100%	DEA3670	DEA3810
DEA3670	Start FCSA	CW070		0.0d	0.0d	15-Jan-2008 A		0%	PMP0050	DEA3660, DEA3680
DEA3680	Draft FCSA			61.0d	0.0d	15-Jan-2008 A	11-Apr-2008 A	8.29%	DEA3670	DEA3800
DEA3800	Sponsor Signs FCSA			0.0d	0.0d		11-Apr-2008 A	0%	DEA3680	DEA3810
DEA3810	FCSA Executed	CW130		0.0d	0.0d		28-Apr-2008 A	0%	DEA3660, DEA3800	DES01
142460.CW1.30B00 Design				586.0d	0.0d	02-Jun-2008 A	30-Sep-2010 A			
142460.CW1.30B00.30BK0 35% Design				586.0d	0.0d	02-Jun-2008 A	30-Sep-2010 A			
A2440	Approve 35% Design (Pre-VE)			0.0d	0.0d		12-Feb-2009 A	0%	A2450	A2570
A2450	Review/ITR/Incorporate Comments			48.0d	0.0d	03-Dec-2008 A	12-Feb-2009 A	0%	DES01	A2440, A2640
A2460	FED Labor for 35% Design			237.0d	0.0d	02-Jun-2008 A	11-May-2009 A	0%	DES01	A2630
A2470	WIK Labor for 35% Design - UNDELIVERED			586.0d	0.0d	02-Jun-2008 A	30-Sep-2010 A	0%	DES01	
A2630	35% Design Update (Post-VE)			28.0d	0.0d	02-Apr-2009 A	11-May-2009 A	0%	A2610, A2460	DPR980, PCA5230
A2640	Non Fed Labor for 35% Design UNDELIVERED			118.0d	0.0d	13-May-2009 A	30-Oct-2009 A	0%	A2450	

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Design Sched

Activity ID	Activity Name	Milestone - Civil Works	Milestone - Construction	Actual Duration	Remaining Duration	Current Start	Current Finish	Activity % Complete	Predecessors	Successors
DES01	Draft 35% Design			127.0d	0.0d	02-Jun-2008 A	02-Dec-2008 A	0%	DEA3810	ENVC00, A2450, A2470, A2460, REA1000, A2480
142460.CW1.30B00.30BK0.1 Value Engineering Study				97.0d	0.0d	16-Feb-2009 A	03-Jul-2009 A			
A2570	Preapre VE Contract			7.0d	0.0d	16-Feb-2009 A	26-Feb-2009 A	0%	A2440	A2580
A2580	Award VE Contract	CW802		0.0d	0.0d		26-Feb-2009 A	0%	A2570	A2590, A2600, A2620
A2590	VE Contract Work			23.0d	0.0d	02-Mar-2009 A	01-Apr-2009 A	0%	A2580	A2610
A2600	VE Contract - Funding UNDELIVERED			88.0d	0.0d	02-Mar-2009 A	03-Jul-2009 A	0%	A2580	
A2610	VE Contract Work Complete			0.0d	0.0d		01-Apr-2009 A	0%	A2590, A2620	DPR600, A2630
A2620	Value Engineering Study Oversite			25.0d	0.0d	26-Feb-2009 A	01-Apr-2009 A	0%	A2580	A2610
142460.CW1.30B00.30BN0 65% Design				0.0d	0.0d					
142460.CW1.30B00.30BR0 95% Design				0.0d	0.0d					
142460.CW1.30AQ0 Environmental Compliance				565.0d	0.0d	01-Jul-2008 A	30-Sep-2010 A			
ENVC00	WIK Environmental Compliance Activities UNDELIVERED			229.0d	0.0d	01-Nov-2009 A	30-Sep-2010 A	0%	DES01	
ENVC01	NEPA/ESA/404/401/CZM Compliance			0.0d	0.0d		30-Oct-2009 A	0%	ENVC02	A2670
ENVC02	FED Environmental Resources Compliance			335.0d	0.0d	01-Jul-2008 A	30-Oct-2009 A	0%		ENVC01
142460.CW1.01000 Real Estate				722.0d	0.0d	01-Jul-2008 A	18-May-2011 A			
A2480	WIK Real Estate Appraisals and Mapping			386.0d	0.0d	01-Nov-2009 A	18-May-2011 A	0%	DES01	A2670
REA1000	OLD FED Real Estate Appraisals and Mapping			363.0d	0.0d	01-Jul-2008 A	11-Dec-2009 A	0%	DES01	A2770
142460.CW1.30AP0 Project Partnership Agreement (PPA)				132.0d	0.0d	03-Jun-2009 A	11-Dec-2009 A			
PCA5220	VOID FED Labor for PPA and PPA Package Development			132.0d	0.0d	03-Jun-2009 A	11-Dec-2009 A	0%	PCA5230	
142460.CW1.3 FWI Plans and Implementation Phase				608.0d	250.0d	03-Jun-2009 A	31-Oct-2012			
142460.CW1.3.1 Conduct Program and Project Management				273.0d	250.0d	01-Oct-2010 A	31-Oct-2012			
A2740	FED DI FY11 Program and Project Management			273.0d	19.0d	01-Oct-2010 A	01-Dec-2011	0%		
A2790	DI FY12 Program and Project Management			0.0d	250.0d	03-Nov-2011*	31-Oct-2012	0%		
142460.CW1.3.2 Project Partnership Agreement (PPA)				608.0d	13.0d	03-Jun-2009 A	22-Nov-2011			
A2540	Division Reviews PPA			22.0d	0.0d	23-Mar-2011 A	22-Apr-2011 A	0%	PCA5370	PCA5380

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Activity ID	Activity Name	Milestone - Civil Works	Milestone - Construction	Actual Duration	Remaining Duration	Current Start	Current Finish	Activity % Complete	Predecessors	Successors
A2550	HQ Reviews PPA - Calendar Days			164.0d	0.0d	20-May-2011 A	31-Oct-2011 A	0%	PCA5390	PCA5400
A2560	ASA (CW) Reviews PPA			2.0d	2.0d	01-Nov-2011 A	04-Nov-2011	0%	PCA5400	PCA5420
A2750	FED DI Resources for PPA and PPA Package Development			608.0d	13.0d	03-Jun-2009 A	22-Nov-2011	0%		PCA5440
PCA5230	Start PPA Development	CW070		0.0d	0.0d	03-Jun-2009 A		0%	A2630	PCA5220, PCA5240
PCA5240	Draft PPA			40.0d	0.0d	14-Feb-2011 A	12-Apr-2011 A	0%	PCA5230, DPR960	PCA5250, PCA5251, PCA5270, PCA5300, PCA5270, PCA5280
PCA5250	Allocation of Funds Table			467.0d	0.0d	06-Jul-2009 A	13-May-2011 A	0%	PCA5240	PCA5300
PCA5251	Sponsor Letter of Intent			429.0d	0.0d	03-Jun-2009 A	18-Feb-2011 A	0%	PCA5240	PCA5300
PCA5270	Cert of Legal Review			2.0d	0.0d	14-Apr-2011 A	18-Apr-2011 A	0%	PCA5240, PCA5240	PCA5300
PCA5280	PPA Checklist			4.0d	0.0d	12-Apr-2011 A	18-Apr-2011 A	0%	PCA5240	PCA5300
PCA5300	Assemble Draft PPA Package			3.0d	0.0d	13-Apr-2011 A	18-Apr-2011 A	0%	PCA5240, PCA5250, PCA5270, PCA5280, PCA5251	PCA5310
PCA5310	Internal Review of Draft PPA Package			3.0d	0.0d	13-Apr-2011 A	18-Apr-2011 A	0%	PCA5300	PCA5320
PCA5320	Final Draft PPA/Incorporate Review Comments			3.0d	0.0d	13-Apr-2011 A	18-Apr-2011 A	0%	PCA5310, DPR980	PCA5370, PCA5390
PCA5370	Submit PPA Package to Division	CW080		0.0d	0.0d		18-Apr-2011 A	0%	PCA5320	A2540
PCA5380	Division Approval	CW090		0.0d	0.0d		18-May-2011 A	0%	A2540	
PCA5390	Submit PPA Package to HQ			0.0d	0.0d		18-May-2011 A	0%	PCA5320	A2550
PCA5400	HQ Approves PPA	CW090		0.0d	0.0d		31-Oct-2011 A	0%	A2550	A2560
PCA5420	ASA (CW) Approves PPA	CW100		0.0d	0.0d		04-Nov-2011	0%	A2560	PCA5430
PCA5430	Local Sponsor Signs PPA and Certificates			0.0d	5.0d	07-Nov-2011	14-Nov-2011	0%	PCA5420	PCA5440
PCA5440	PPA Executed	CW130		0.0d	0.0d		22-Nov-2011	0%	PCA5430, A2750	END5650
142460.CW1.3.3	**Plans and Specs**			0.0d	75.0d	23-Nov-2011	13-Mar-2012			
A2660	Complete Environmental Compliance for Construction (NPDS Permit)			0.0d	10.0d	22-Feb-2012	06-Mar-2012	0%	END5670	A2670

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~ December 5th schedule refined → ... to know how design will unfold.

Sec 544 Qwuloolt Restoration 142460 | CM - NWS Schedule - PRB Status View W/ G | 04-Nov-2011 14:36

Activity ID	Activity Name	Milestone - Civil Works	Milestone - Construction	Actual Duration	Remaining Duration	Current Start	Current Finish	Activity % Complete	Predecessors	Successors
A2760	FED DI Resources for Plans and Specs			0.0d	75.0d	23-Nov-2011	13-Mar-2012	0%		
END5650	Start Plans & Specs	CW300		0.0d	0.0d	23-Nov-2011		0%	PCA5440	END5670, END5680
END5670	Draft Technical Specs ~95%			0.0d	60.0d	23-Nov-2011	21-Feb-2012	0%	END5650	END5680, A2660
END5680	ITR & Backcheck			0.0d	15.0d	22-Feb-2012	13-Mar-2012	0%	END5670, END5650	END5705
END5705	Plans & Specs Approval	CW330		0.0d	0.0d		13-Mar-2012	0%	END5680	A2670
142460.CW1.3.4	**DI Phase Real Estate**			129.0d	63.0d	30-Apr-2011 A	06-Feb-2012			
A2770	FED DI Real Estate Appraisals and Mapping			129.0d	63.0d	30-Apr-2011 A	06-Feb-2012	0%	REA1000	A2670
142460.CW1.30D00	**Construction**			0.0d	565.0d	30-Oct-2009 A	11-Jun-2014			
142460.CW1.30D00.30DA0	**Plans & Specs**			0.0d	0.0d	30-Oct-2009 A	30-Oct-2009 A			
A2690	VOID FED Resources for Plans and Specs			0.0d	0.0d	30-Oct-2009 A	30-Oct-2009 A	0%		
142460.CW1.30D00.30DS0	**Construction - Contract A**			0.0d	520.0d	14-Mar-2012	08-Apr-2014			
A2650	Physical Contract Work			0.0d	454.0d	03-May-2012	25-Feb-2014	0%	CON620	CON640
A2670	Prepare/Route Form 1			0.0d	10.0d	14-Mar-2012	27-Mar-2012	0%	A2480, A2660, END5705, ENVC01, A2770	CON500, A2700
A2680	Solicitation Period - Calendar Days			0.0d	30.0d	28-Mar-2012	26-Apr-2012	0%	CON500	CON505
A2700	Resources for Contract Preparation			0.0d	34.0d	14-Mar-2012	30-Apr-2012	0%	A2670	CON590
A2720	NON FED Funding for Contract			0.0d	486.0d	01-May-2012	08-Apr-2014	0%	CON590	CON710
CON490	Budgeted Construction Contingency			0.0d	456.0d	01-May-2012	25-Feb-2014	0%	CON590	CON640
CON500	Contract RTA	CW400		0.0d	0.0d		27-Mar-2012	0%	A2670	A2680
CON505	Contract Nego/Awd Docs			0.0d	2.0d	27-Apr-2012	30-Apr-2012	0%	A2680	CON590
CON590	Contract Award		CC800	0.0d	0.0d		30-Apr-2012	0%	CON505, A2700	CON630, CON490, CON600, A2710, A2720
CON600	Rec Bonds/Prep NTP			0.0d	2.0d	01-May-2012	02-May-2012	0%	CON590	CON610
CON610	Issue NTP	CW440		0.0d	0.0d		02-May-2012	0%	CON600	CON620
CON620	Construction NTP Acknowledged		CC810	0.0d	0.0d	03-May-2012		0%	CON610	A2650
CON630	FED Funding for Contracts			0.0d	456.0d	01-May-2012	25-Feb-2014	0%	CON590	CON640, END6350
CON640	Construction Completion		CC820	0.0d	0.0d		25-Feb-2014	0%	CON630, CON490, A2650	CON660, CON650
CON650	Contract Required Completion		CC830	0.0d	0.0d		25-Feb-2014	0%	CON640	CON700
CON660	Physical Completion		CC840	0.0d	0.0d		08-Apr-2014	0%	CON640	CON700, CON675, CON685

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Data Date 03-Nov-2011

Activity ID	Activity Name	Milestone - Civil Works	Milestone - Construction	Actual Duration	Remaining Duration	Current Start	Current Finish	Activity % Complete	Predecessors	Successors
CON675	Evaluate A/E Contractor			0.0d	0.0d		08-Apr-2014	0%	CON660	CON710
CON685	Eval Constr Contractor			0.0d	0.0d		08-Apr-2014	0%	CON660	CON710, CON690
CON690	Contractor Evaluation Date		CC870	0.0d	0.0d		08-Apr-2014	0%	CON685	CON700
CON700	Contract Fiscal Completion		CC880	0.0d	0.0d		08-Apr-2014	0%	CON660, CON650, CON690, A2710	CON710
CON710	Contract Transfer Document Date		CC890	0.0d	0.0d		08-Apr-2014	0%	CON700, CON675, CON685, END6350, A2720	END6370
142460.CW1.30D00.30DS0.1	**Construction Oversight**			0.0d	486.0d	01-May-2012	08-Apr-2014			
A2710	FED Construction Oversight			0.0d	486.0d	01-May-2012	08-Apr-2014	0%	CON590	CON700
142460.CW1.30D00.30DW0	**Eco Restoration Monitoring**			0.0d	486.0d	01-May-2012	08-Apr-2014			
END6350	Eco Restoration Monitoring			0.0d	486.0d	01-May-2012	08-Apr-2014	0%	CON630	CON710
142460.CW1.30D00.30F00	**Project Closeout**			0.0d	45.0d	09-Apr-2014	11-Jun-2014			
END6370	Physical Closeout			0.0d	15.0d	09-Apr-2014	29-Apr-2014	0%	CON710	END6410
END6410	Project Physically Complete	CW450		0.0d	0.0d		29-Apr-2014	0%	END6370	END6420
END6420	Fiscal Closeout			0.0d	30.0d	30-Apr-2014	11-Jun-2014	0%	END6410	END6480
END6480	Project Fiscally Complete	CW470		0.0d	0.0d		11-Jun-2014	0%	END6420	

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CITY OF Marysville WASHINGTON

COMMUNITY DEVELOPMENT
80 Columbia Avenue • Marysville, WA 98270
(360) 363-8100 • (360) 651-5099 FAX

CITY OF MARYSVILLE
PLANNING DIVISION
STAFF REPORT & DECISION

File No:	PA 10013
Reference Tax Account No.:	Multiple
Date of Report:	August 2, 2011
Nature of Request:	Approval of a Conditional Shoreline Substantial Development Permit to allow the construction of a 4,000 LF levee; excavate and remove 1,800 LF of existing dike; create 1.1 acre fill pad (phase 2 and 3 of Christofferson grading project); and fill farm ditches
Applicant(s):	Tulalip Tribes of Washington Kurt Nelson 7515 Totem Beach Road Tulalip, WA 98271
Location:	North of Ebey Slough, south and west of Sunnyside Blvd, east of the WWTP
Current Zoning:	Open Space
Comprehensive Plan Land Use Designation:	Open Space
Shoreline Management Master Program Designation:	Urban Conservancy/High Intensity
DECISION:	APPROVE with conditions

I. EVALUATION

A. Project Description

The project goal is to restore tidal processes to 341.5 acres on a 360 acre site. This will be accomplished by breaching the existing dike at Ebey slough to reestablish tidal inundation and reconnect the site to Ebey Slough. The project is being constructed in phases. Earlier site preparation activities which were approved and/or constructed in previous phases include excavation of drainage channels; stockpiling activities; raising a portion of existing trail; Phase 1 Christofferson grading; cathodic protection of portions of sewer lines within the project boundary; and construction of a water quality treatment wetland to treat existing stormwater from Brashler Industrial Park. The current request is to receive a Conditional Shoreline Substantial Development Permit to allow the final phase of construction for the restoration project as follows:

1) Construct 4,000 lineal feet of new levee along the western perimeter of the site to protect adjacent properties, which includes the filling of approximately 16.5 acres of degraded palustrine emergent wetlands;
2) Excavate and remove 1,800 lineal feet of dike at Ebey Slough (breach area would be approximately 200 feet long and 21 feet deep);
3) Create a 1.1 acre fill pad (Phase 2 and 3 of Christofferson grading project) adjacent to Allen Creek; and
4) Fill farm ditches to eliminate the artificial linear drainage system.

According to the SEPA checklist, approximately 98,000 cubic yards of cut and 139,000 cubic yards of fill would be required to construct the project.

B. Site Description

The property is undeveloped agricultural land which has remained fallow for a number of years and has reverted back to a Category III, freshwater wetland. The topography is predominately flat and is surrounded by levees and short steep slopes. According to the *Soil Survey of Snohomish County,* soils are predominately classified as Puget silty clay loam, with some inclusions of Snohomish silt loam and Mukilteo muck. All three soil types are considered hydric. These soil types are characterized by low permeability with a high available water capacity, and are primarily found in depressional areas on floodplains. The eastern edge of the site has several distinct soil types including Mukilteo muck and Snohomish, Pastik, and Tokul silt loam.

C. Project History

Since the Tulalip Tribes purchased the former Poortinga Farm in 1998, the City has been involved in the Qwuloolt Estuary Restoration Project. The City has participated in numerous Trustee/Partner meetings over the years in which multiple dike breach and trail options were evaluated and discussed. In 2006, an Alternatives Assessment was prepared which evaluated 4 dike breach and public access scenarios; an Open House was held in April of 2006 to take public comment on the proposed alternatives. Since 2006, project partners worked to refine the

preferred alternative to enhance ecological and biological objectives and reduce the overall impacts and costs. Public discussions have been held with both the City's Planning Commission and City Council regarding the proposed alternatives and trail alignment.

Since 2007, the City has approved three (3) shoreline substantial development permits to allow phased construction of various site preparation activities including the construction of historic stream channels in lower Allen and Jones Creeks; filling of existing agricultural ditches; stockpiling activities; raising a portion of existing trail; Phase 1 Christofferson grading; cathodic protection of portions of sewer lines within the project boundary; and construction of a water quality treatment wetland to treat existing stormwater from Brashler Industrial Park. In 2010, the City received the application for the final phase of the project. A neighborhood meeting was held in September of 2010 at Sunnyside Elementary School; approximately 75 neighbors attended the meeting. Issues raised at the meeting included concerns with odor, flooding, salt water intrusion, and increased rodent populations.

D. Consistency with Shoreline Master Program:

The subject property is located within the 100-year FEMA designated floodplain and the majority of the site (east of Allen Creek) is located in the FEMA designated floodway. The applicable shoreline designation for the majority of the property is Urban Conservancy, with a small portion within the High Intensity designation along 47th Ave NE.

The goals of this restoration effort are to restore more natural drainage features to the site in preparation for tidal inundation. The project is the Final Phase of the QWULOOLT Estuarine Restoration Plan which is identified as the number 1 priority in Chapter 9 of the SMP Restoration Plan.

Shoreline: Development goals and policies contained in the City of Marysville Shoreline Master Program which are directly applicable to this proposal follow (comments are *italicized*):

Chapter 2, Section B (1) Shoreline Use Element

Goal 6(e), Increase public access to publicly owned areas of the shorelines.

> ***Applicant's Response:*** *The purpose of the project is the restoration of natural character and ecological functions of the shoreline and the project is a priority project of the City's Shoreline Restoration Plan. As such, the project aims to balance access with ecological objectives. The project will maintain the existing public use of the shoreline and allow the development of additional public access in the future. The existing trail along the eastern boundary of the site would not be displaced by the project. One section of trail near the residential community on the northeast boundary of the project site would be raised as part of the project to prevent inundation. The proposed project would not include development of new public access or recreation facilities. However, the development of new public access to shorelines would not be precluded by the project. A perimeter trail could provide access to Ebey Slough on the east and west side of the restoration area. The perimeter trail could be approximately 2.9 miles in length. Viewpoints could be constructed at both of the access points. It would not be possible to*

provide trail access along Ebey Slough, but opportunities for linking perimeter trails to the proposed Ebey Waterfront Trail and Downtown Trail would be preserved.

Staff Response: The City is not requiring the applicant to construct the proposed trail, however prior to the levee breach, construction/access/maintenance easements will need to be granted to the City over the newly constructed levee and adjacent to Sunnyside Blvd on TP# 30053400102100. An additional trail easement also needs to be obtained to connect the southern end of the Harborview Village Trail to the planned park located on TP#(s)29050300108500 & 290503108400.The easements will need to be recorded with the Snohomish County Auditor's Office prior to dike breach.

Chapter 2, Section B (2) Economic Development

Goal 4. Develop as an economic asset, the recreation industry along shorelines in a manner that will enhance the public enjoyment of, and public access to shorelines. Encourage improvements of boat launches, marina facilities, and public access trails when coupled with environmental protection and/or restoration.

Applicant's Response: *While future recreational development (e.g.; development of new public access) would not be precluded by the project, economic development is not a goal of the project. The project is identified as a priority project in the City's Shoreline Ecological Restoration Plan because it will provide the City with the most ecological benefit.*

Staff Response: See staff response above to Chapter 2, Section B(1) Shoreline Use Element.

Chapter 2, Section B(4) Conservation Element

The Conservation Element of the Marysville Shoreline Management Program includes several goals that specifically support the Qwuloolt Estuary Restoration Project, including:

Goal 1. As a long term goal, seek no further degradations of environmental functions and where appropriate, the restoration of Ebey Slough and associated wetlands to perform their natural ecological functions within the Snohomish River Estuary.

Applicant's Response: *The Qwuloolt Estuary Restoration Project would restore tidal functions and tidal wetlands to the project area. Breaching the existing levees and restoring daily tidal flows to the project area would allow it to perform its natural ecological functions within the Snohomish Estuary. The channels of Jones and Allen Creeks would be restored to more natural conditions, which will improve fish passage and access to freshwater habitats. The Qwuloolt Estuary Restoration Project would expand the City's existing estuary restoration project on the southeast side of the Qwuloolt property.*

Goal 3. Reclaim and restore areas that are biologically and aesthetically degraded to the greatest extent feasible while maintaining appropriate use of the shoreline. Consider the restoration of

the Qwuloolt site and add trails with interpretive displays describing the natural ecology and restoration process.

Applicant's Response: *The project will restore the biological functions of the former estuary area and Jones and Allen Creeks. The project area will be restored to a tidal estuary which will be more compatible aesthetically with the Snohomish River Estuary. Invasive vegetation on the site will be eliminated by the brackish flows and the Tulalip Tribe will remove invasive species and plant native species around the perimeter of the site and on the installed berms. This project is the restoration project for the Qwuloolt site proposed in the SMP. The proposed project does not include trails, but is designed to allow the construction of trails around the perimeter of the site in the future. Interpretive displays could be installed along those trails in the future.*

Staff Response: The applicant will be required to provide trail easements so as not to preclude development the planned Ebey Waterfront Trail along the restoration project.

Goal 6. Pursue a comprehensive program of ecological enhancements as identified in the Shoreline Ecological Restoration Plan attached to the SMP.

Applicant's Response: *The project is identified as a priority restoration project in the City's Shoreline Ecological Restoration Plan. The project is identified as a priority project because it will provide the City with the most ecological benefit. The City has been a participating agency in the development of the Qwuloolt Estuary Restoration Project.*

Chapter 2, Section B(5) Public Access Element

Goal 1. Provide, protect, and enhance a public access system that is both physical and visual, utilizing both private and public lands, which increases the amount and diversity of public access to the State's shorelines consistent with the natural shoreline character, private rights, and public safety.

Applicant's Response: *The Qwuloolt site is the largest open space within the City of Marysville and it is currently used for passive recreation, including a trail along the eastern boundary of the site. The Qwuloolt Estuary Restoration Project will maintain the existing public use of the shoreline and allow the development of additional public access in the future. One section of the existing trail along the eastern boundary of the site would be raised as part of the project to prevent inundation.*

Staff Response: The granting of trail easements to the City that will allow future development of public trails along the restoration project will increase the amount and diversity of public access to the State's shorelines.

Goal 2. Construct a continuous public path along the Ebey Slough shoreline while providing protection of ecological functions.

Applicant's Response: *A perimeter trail could provide access to Ebey Slough on the east and west side of the restoration area. The perimeter trail could be approximately 2.9*

miles in length. Opportunities for linking the perimeter trails to the proposed Ebey Waterfront Trail and Downtown Trail would be preserved.

Staff's Response: The trail easements need to be granted to ensure the opportunity to link the Ebey Waterfront Trail and Downtown trail.

Goal 3. Integrate public access to shorelines as a part of the City public trail system consistent with the adopted GMA Plan.

Applicant's Response: *See response to Goals 1 and 2 above.*

Staff's Response: Development of the Ebey Waterfront trail and Downtown trail are identified in the 2005 Comprehensive Plan, Shoreline Master Plan and Park and Recreation Plan.

Goal 4. Develop a comprehensive public access system that incorporates public access into the new shoreline development and unifies individual public access elements.

Applicant's Response: *See response to Goals 1 and 2 above.*

Staff's Response: See response to Goal 1, 2, and 3 above.

Chapter 3, Section (B)(3)(c) Urban Conservancy Environment Management Policies

- During development and redevelopment, all reasonable efforts should be taken to restore ecological functions. Where feasible, restoration and public access should be required of all non-water dependent development on previously developed shorelines.
- Standards should be established for shoreline stabilization measures, vegetation conservation, water quality, and shoreline modifications within the urban conservancy designation to ensure that new development does not further degrade the shoreline and is consistent with an overall goal to improve ecological functions and habitat for priority species.
- Public access and public recreation objectives should be implemented whenever feasible and significant ecological impacts can be mitigated.
- Water oriented uses should be given priority over non-water oriented uses. For shoreline areas adjacent to commercially navigable waters, water-dependent uses should be given highest priority.
- Derelict, unsafe and unlawful structures should be removed or brought into conformance of this SMP.

Applicant's Response: *The restoration project is consistent with the main purpose of the Urban Conservancy Environment, which is to protect and restore ecological functions in urban and developed settings. The project would benefit wildlife by enhancing habitat in the area, creating approximately 340 acres of intertidal habitat that would benefit fish, amphibians, reptiles, shorebirds, waterfowl, and other birds. Non-water oriented uses are not provided by this project.*

Chapter 4, Section (B)(5)(b) Flood Hazard Reduction and River Corridor Management

Policy 2. In regulating development on shorelines within SMA jurisdiction, endeavor to achieve the following:

a. Maintenance of human safety.
b. Protection and, where appropriate, the restoration of the physical integrity of the ecological system processes, including water and sediment transport and natural channel movement.
c. Protection of water quality and natural groundwater movement.
d. Protection of fish, vegetation, and other life forms and their habitat vital to the aquatic food chain.
e. Protection of existing legal uses and legal development unless the City determines there is a compelling reason to the contrary based on public concern and the provisions of the SMA.
f. Protection of recreation resources and aesthetic values, such as point and channel bars, islands, and other shore features and scenery.

Applicant's Response: *The project would benefit wildlife and vegetation through habitat enhancement and would restore ecological systems and water quality. The project would have no impact on human safety or land use. The project would restore biologically degraded areas while preserving open space, existing public access, and recreational uses.*

Staff Response: Several studies have been performed by the agencies and consultants to identify and analyze flood impacts and analysis. Flooding impacts are a critical issue for project review and has been identified as a key concern by neighboring residential and industrial property owners, and the City of Marysville.

Phillip Williams and Associates, LTD ("PWA") conducted the hydrologic assessments of the project through various design assessment memorandums. These include the following:

1) ***Assessment of Flood Risk, dated 12/1/08 (Exhibit 20)***
2) ***Qwuloolt Tidal Wetland Preliminary Design, dated 12/2/08 (Exhibit 22)***
3) ***Outboard Levee Breach and Tidal Channel Sizing dated 12/1/08 (Exhibit 23)***
4) ***Industrial Park Stormwater Improvements (Exhibit 24)***
5) ***Allen Creek Flood Modeling (Exhibit 25)***
6) ***Preliminary Model Results: Restoration Impacts on Ebey Slough, dated 1/30/05 (Exhibit 26)***

A principle design objective of the restoration project is to "not worsen existing flood risk to adjacent properties and uses". The existing levee system is estimated adequate for a 10 year water levels. The surrounding development to the restoration project has been built above the 100-year water level. The various memorandums and analysis conducted by the project consultants and agencies examine the ensuing conditions created by the restoration project and identify design recommendations to mitigate flood and erosion impacts introduced by the changed tidal environment.

Based on the modeling/studies provided, the proposed Qwuloolt Restoration alternative design does not appear to result in significant adverse impacts to the surrounding area or result in significant alterations to existing condition velocities and channel scour. The analysis concludes that additional mitigation for these areas does not appear necessary, however monitoring of the site and Ebey Slough are proposed as part of the restoration project.

Policy 3. Undertake flood hazard planning, where practical, in a coordinated manner among affected property owners and public agencies and consider entire drainage systems or sizable stretches of rivers, lakes, or marine shorelines. This planning should consider the off-site erosion and accretion or flood damage that might occur as a result of stabilization or protection of structures or activities. Flood hazard management planning should fully employ nonstructural approaches to minimize flood hazard to the extent possible.

Applicant's Response: *The project lies within the 100-year floodplain but would maintain the same level of flood protection as currently exists. Modeling has shown that the project would not increase flood levels or flood risk upstream of the 3rd Street Crossing, and 4,000 feet of new levee will be constructed to protect adjacent properties. The installed levee and surrounding slope protection would extend to or above the existing level of protection. In a memorandum submitted to the City, the Corps of Engineers has shown that the setback levee will result in a minimal (0.1 foot) rise in the base flood elevation. However, it appears that the increase is attributable to model assumptions (e.g., the existing model does not include the City's wastewater treatment plant levees), rather than the volume of floodplain fill proposed for the project. The project would not cause long-term increases in erosion. A temporary erosion control plan would be prepared to manage any impacts during construction using best management practices.*

Policy 4. Give preference to and use nonstructural solutions over structural flood control devices wherever feasible, including prohibiting or limiting development in historically flood-prone areas, regulating structural design and limiting increases in peak storm water runoff from new upland development, public education, and land acquisition for additional flood storage. Structural solutions to reduce shoreline hazard should be allowed only after it is demonstrated that nonstructural solutions would not be able to reduce the hazard.

Applicant's Response: *The project is not a flood control measure and would not increase development in flood-prone areas or increase peak flows. The project would provide the same level of flood protection to adjacent properties as existing conditions. The project includes a water quality retrofit for impacted stormwater drains on the east side of the property.*

Policy 5. In designing publicly financed or subsidized works, give consideration to providing public pedestrian access to the shoreline for low-impact outdoor recreation.

Applicant's Response: *The project would maintain existing levels of pedestrian access to the shoreline. The project would include raising a segment of existing public trail on*

the site to prevent inundation. The project would allow for additional pedestrian access to be developed in the future.

Staff Response: In order to ensure the development of future additional pedestrian access, the applicant will be required to grant trail construction/access/maintenance easements to the City prior to levee breach.

Policy 6. Encourage the removal or breaching of dikes to provide greater wetland area for flood water storage and habitat; provided, such an action does not increase the risk of flood damage to the existing human development.

Applicant's Response: *The project includes lowering and breaching the existing dike at Ebey Slough. This action would establish tidal inundation and reconnect the site to the Slough, increasing the area for water storage and habitat. Approximately 1,800 linear feet of dike would be excavated and removed. The project would maintain the same level of flood protection for adjacent properties as the existing levees.*

Staff Response: The US Department of the Army, Seattle District, Corps of Engineers performed a zero-rise analysis for the proposed setback levee along Ebey Slough. The zero-rise analysis was completed on 3/29/11 The analysis identified a .1 ft rise in the unencroached flood level within the restoration site and potential .2 ft rise at points south of the site.

The City of Marysville met with staff from FEMA, US Army Corps of Engineers, Tulalip Tribes and Department of Ecology to discuss the results. FEMA has issued a policy on fish enhancement structures within the floodway. In the meeting FEMA staff described the policy as it relates to restoration projects, such as the Qwuloolt Restoration. The policy identifies that rather than "no-rise", the community official should certify that the project was designed to keep the rise within the floodplain as close to zero as practically possible and that no structures are impacted by the rise. DOE staff also contacted Snohomish County staff to share this data and they did not indicate concern.

Chapter 4, Section (B)(7) Public Access

Policy 1. Public access should be considered in the review of all private and public developments (including land division) with the exception of the following:

a. One- and two-family dwelling units; or
b. Where deemed inappropriate due to health, safety and environmental concerns.

Public access should be required when land is divided into more than four residential lots.

Applicant's Response: *While the project is a restoration project, not a traditional 'development' project as this policy more closely addresses, the project would not displace existing public access on or adjacent to the site. Access to sections of the trail along the eastern boundary of the site would be temporarily prevented during construction, but would be reestablished when construction is complete. The intertidal*

area would not be accessible by foot during high tide and access would be limited during low tide because of mudflats.

Policy 2. Developments, uses, and activities on or near the shoreline should not impair or detract from the public's access to the water or the rights of navigation.

Applicant's Response: *The project will not interfere with the public's rights of navigation. Currently the only boating in the area occurs on Ebey Slough and that use will not be affected by the project. Restoration of the site will allow more people to observe the natural tidal functions of the Snohomish River Estuary. Access to the intertidal area would be limited during low and high tides as described above under Policy 1 due to the restored intertidal functions on the site.*

Policy 3. Public access should be provided as close as possible to the water's edge without causing significant ecological impacts and should be designed in accordance with the 'Americans with Disabilities Act'.

Applicant's Response: *The focus of the project is on ecological restoration and does not include public additional access. However, the existing public access along the east side of the property would be maintained and the project does not preclude additional public access in the future.*

Policy 4. Opportunities for public access should be identified on publicly owned shorelines. Public access afforded by shoreline street ends, public utilities and rights-of-way should be preserved, maintained and enhanced.

Applicant's Response: *The project preserves existing public access to the property and does not preclude the development of additional access in the future. In general, an increase in recreational use of the site could result from more frequent or longer visits by local residents, bird watchers and recreational kayakers as a result of the restoration actions.*

Policy 5. Public access should be designed to provide for public safety and comfort and to minimize potential impacts to private property and individual privacy. There should be a physical separation or other means of clearly delineating public and private space in order to avoid unnecessary user conflict.

Applicant's Response: *Since no new public access is being provided, this policy is not applicable to the project.*

Policy 6: Public views from the shoreline upland areas should be enhanced and preserved. Enhancement of views should not be construed to mean excessive removal of existing native vegetation that partially impairs views.

Applicant's Response: *No existing views would be obstructed by the project and existing public viewpoints will be preserved. The project does not preclude the addition of viewpoints in the future.*

Views on the site will change with the reintroduction of daily tidal influence and the area transitions from freshwater emergent vegetation to an emergent march with a scrub-shrub component over time. Much of the site will become mudflat within a year after the levee is breached. It will likely take several years for estuarine and scrub-shrub plant communities to colonize and establish the area.

Policy 7: Public access and interpretive displays should be provided as part of publicly funded restoration projects where significant ecological impacts can be avoided.

Applicant's Response: *The proposed project does not include trails, but is designed to allow the construction of trails around the perimeter of the site in the future. Interpretive displays could be installed along those trails in the future.*

Policy 8: The Ebey Waterfront Trail and, where applicable, the City's Parks and Recreation Plan should be implemented to provide a continuous waterfront multi-purpose trail from the City's Waterfront Parks to the east and north to connect to the Sunnyside Drive Public Access Point and to proposed regional trails.

Applicant's Response: *The project does not include providing a trail, but it does not preclude development of perimeter trails that would connect to other trails.*

Policy 9: N/A

Policy 10: The acquisition of suitable upland shoreline properties to provide access to publicly owned shorelands should be encouraged.

Applicant's Response: *The Trustees purchased the Poortinga property where the restoration project is located. The Trustees have cooperated with the City of Marysville and other partners to acquire surrounding lowland and upland properties. The upland properties will provide flood protection to adjacent City and private property and the properties can be used by the City in the future to provide access to the shoreline around the Qwuloolt Estuary Restoration Project.*

Regulation 1. Except as provided in regulations 2 and 3, shoreline substantial developments or conditional uses shall provide public access where any of the following conditions are present:

a. Where development or use will create increased demand for public access to the shoreline, the development or use shall provide public access to mitigate this impact.
b. Where a development or use will interfere with an existing public access way, the development or use shall provide public access to mitigate this impact. Impacts to public access may include blocking access or discouraging use of existing on-site or nearby accesses.
c. Where a use which is not a priority shoreline use under the Shoreline Management Act locates on a shoreline of the stat, the use or development shall provide public access to mitigate this impact.

d. Where a use or development will interfere with a public use of lands or waters subject to the public trust doctrine, the development shall provide public access to mitigate this impact.
e. Where the development is is proposed by a public entity or on public lands.
f. Where called for under the City's public access plan, including the Ebey Waterfront Trail.
g. Where the rights of navigation are impacted, the proposed development will include mitigation for that impact.
h. As part of development for non-water dependent uses (including water-enjoyment and water-related uses) and subdivisions of land into more than four parcels.

The shoreline permit file shall describe the impact, the required public access conditions, and how the conditions address the impact. Mitigation for public access shall be in accordance with the definition of mitigation and mitigation sequence in Section 4.B.4.

Applicant's Response: *The project is a priority project in the City's Shoreline Restoration Plan. As such, the project aims to balance access with ecological objectives. The project will maintain the existing public use of the shoreline and allow the development of additional public access in the future. The project will not interfere with an existing public access way.*

Regulation 2. An applicant need not provide public access where the City determines that one or more of the following conditions apply:

a. The adopted City's public access planning indicates that public access is not required;
b. Unavoidable health or safety hazards to the public exist which cannot be prevented by any practical means;
c. Inherent security requirements of the use cannot be satisfied through the application of alternative design features or other solutions;
d. The cost of providing the access as determined by the City, easement or an alternative amenity is unreasonably disproportionate to the total long-term cost of the proposed development;
e. Significant ecological impacts will result from the public access which cannot be mitigated; or
f. Significant undue and unavoidable conflict between any access provisions and the proposed use and/or adjacent uses would occur and cannot be mitigated.

Applicant's Response: *Restoration of tidal processes at the site complicates the ability to provide public access to the water's edge and is not proposed as part of this project. Providing access facilities in the future is not precluded by this project.*

Staff Response: The above listed conditions do not apply. The applicant will be required to provide trail easements to allow the City to construct and operate the planned trail system along the restoration project.

Regulation 3. In order to meet any of the following conditions "a" through "f" above, the applicant must first demonstrate and the City determine in its findings that all reasonable alternatives have been exhausted, including but not limited to:

a. Regulating access by such means as maintaining a gate and/or limiting hours of use;
b. Designing separation of uses and activities (e.g. fences, terracing, use of one-way glazings, hedges, landscaping, etc.); and
c. Developing provisions for access at a site geographically separated from the proposal such as a street end, vista or trail system.

Applicant's Response: *This regulation is not applicable to the project.*

Regulation 4. Public access provided by the shoreline street ends, public utilities and right-of-way shall not be diminished.

Applicant's Response: *The project will not displace or diminish public access provided by any street ends, public utilities, and rights-of-way.*

Regulation 5. Public access sites shall be connected directly to the nearest public street or public right-of-way and shall include provisions for physically impaired persons, where feasible.

Applicant's Response: *The project will maintain the existing connection between the trail on the east side of the property and the public streets.*

Staff Response: Planned trail segments connect to public right-of-way and will be ADA accessible where feasible.

Regulation 6. Required public access sites shall be fully developed and available for public use at the time of occupancy of the use or activity.

Applicant's Response: *Access to all sections of the trail along the eastern boundary of the site would be completely restored following construction.*

Staff Response: The City is not requiring the applicant to construct the planned trail segments, however, construction/access/maintenance easements need to be granted to the City prior to completion of the restoration project to not prevent/delay trail construction by the City.

Regulation 7. Public access easements and permit conditions shall be recorded on the deed of title and/or on the face of a plat or short plat as a condition running contemporaneous with the authorized land use, at a minimum. Said recording with the County Auditor's Office shall occur at the time of permit approval (RCW 57.17.110).

Applicant's Response: *This regulation is not applicable to the project.*

Staff Response: Required trail easements will be required to be recorded with the Snohomish County Auditor's Office prior to levee removal.

Regulation 8. Minimum width of public access easements shall be 20 feet, unless the City determines that undue hardship would result. In such cases, easement width may be reduced only to the minimum extent necessary to relieve the hardship.

Applicant's Response: *This regulation is not applicable to the project.*

Staff Response: Easement widths will be a minimum of 20 feet in width unless otherwise determined by the City.

Regulation 9. The standard state approved logo or other approved signs that indicate the public's right of access and hours of access shall be constructed, installed and maintained by the applicant in conspicuous locations at public access sites. In accordance with regulation 3-a, signs may control or restrict public access as a condition of approval.

Applicant's Response: *This regulation is not applicable to the project.*

Regulation 10. Future actions by the applicant successors in interest or other parties shall not diminish the usefulness or value of the public access provided.

Applicant's Response: *The project will not diminish the usefulness or value of the existing public access.*

Staff Response: ***The Ebey Waterfront Trail is identified as a segment of the planned regional trail in the City's Shoreline Master Plan, Comprehensive Plan, Downtown Master Plan, and Parks Plan. The original trail design identified a portion of the regional trail being constructed along the existing Ebey Slough Dike, which would connect the Downtown Waterfront trail segment easterly to the Sunnyside Area. Over a period of several years the City participated with the Tulalip Tribes and project Trustees to reach a preferred dike breach alternative that would allow both the City's planned trail system and the restoration project to move forward. As a result of the dike breach design that was chosen, the City will construct a portion of the trail on two segments of existing city-owned dike located east and west of the proposed breach. The newly constructed dike is proposed to tie into the existing City dike in the southwest corner of the project site thereby connecting approximately 4,000 lineal feet of new public trail with waterfront (restoration site) frontage. The increase in public trail access will help mitigate for the loss of the direct east/west Ebey waterfront connection that occurred as a result of the breach size/location. Through conversations with both the Tulalip Tribes and Trustees, the City will be responsible for the construction and maintenance of the trail system constructed on the new levee, however, the Tulalip Tribe will be required to provide construction, maintenance, and public access easements on the new levee to allow trail construction/operation.***

Additionally, in accordance with the Ebey Waterfront Trail plan and Shoreline Master Plan, a construction/maintenance/public access/recreation easement will need to be granted to the City for the future trail segment which connects the northern end of the Harborview Village trail to Sunnyside Boulevard. The easement would need to be granted over TP# 30053400102100 adjacent to Sunnyside Boulevard. Again the City

will be responsible for trail construction and maintenance of the trail segment. An additional trail easement also needs to be obtained to connect the southern end of the Harborview Village Trail to the planned park located on TP#(s)29050300108500 & 290503108400.

All required easements shall be recorded with the Snohomish County Auditor prior to levee removal.

Chapter 4, Section (B)(8) State-Wide Significance Regulations

Policy 1. Recognize and protect the state-wide interest over local interest.

a. Solicit comments and opinions from groups and individuals representing state-wide interest by circulating the master program, and any amendments there of affecting shorelines of state-wide significance, to state agencies, adjacent jurisdictions, citizen's advisory committees and local officials and state-wide interest groups.
b. Recognize and take into account state agencies policies, programs and recommendations in developing and administering use regulations and in approving shoreline permits.
c. Solicit comments, opinions and advice from individuals with expertise in ecology and other scientific fields pertinent to shoreline management.

Applicant's Response: *Recognizing that Ebey Slough is a shoreline of state-wide significance and is of value to the entire state, the overall intent of the project includes restoration of ecosystem function, structure, and dynamic processes for the long-term ecological benefits, including for the benefit of future generations.*

Natural Resources Trustees assigned to the Tulalip Landfill site (Tulalip Tribes of Washington; the U.S. Department of the Interior – U.S. Fish and Wildlife Service; the U.S. Department of Commerce – National Oceanic and Atmospheric Administration (NOAA); and the State of Washington – Department of Ecology, selected restoration of the Quwloolt Estuary as the preferred strategy for restoration of trust resources because it provides a combination of actions to maximize the opportunity for restoration and will result in an increase in the greatest diversity of estuarine habitats. The Trustees have conducted extensive studies of the hydrologic and biologic characteristics of the project site and used these studies, and applicable regional studies to guide the design of the project. See the SEPA checklist for a listing of studies and evaluations.

The Trustees in coordination with the City of Marysville have conducted workshops and public meetings to solicit public input on the restoration project.

Policy 2: Preserve the natural character of the shoreline.

a. Designate and administer shoreline environments and use regulations and restore the ecology and environment of the shoreline as a result of man-made intrusions on shorelines.

b. Upgrade and redevelop those areas where intensive development already exists in order to reduce adverse impact on the environment and to accommodate future growth rather than allowing high intensity uses to extend into low-intensity use or underdeveloped areas.
c. Protect and restore existing diversity of vegetation and habitat values, wetlands and riparian corridors associated with shoreline areas.
d. Protect and restore habitats for State-listed 'priority species.'

Applicant's Response: *The purpose of the project is to restore the natural resources of the Qwuloolt Estuary to historic conditions. These resources were lost when the estuary was diked and cut off from the natural influences of the Snohomish River and tides. The Qwuloolt Restoration Project will restore the historic and natural influences of the river and tides and restore a function wetland complex connected to the broader Snohomish estuary system consistent with the stated policy. The project will provide improved fish passage for listed fish species – Puget Sound Evolutionarily Significant Unite (ESU) Chinook salmon, Coastal-Puget Sound Distinct Population Segment (DPS) bull trout, and Puget Sound DPS steelhead.*

Policy 3. Result in long-term over short-term benefit.

a. Evaluate the short-term economic gain or convenience of developments relative to the long-term and potentially costly impairments to the natural shoreline.
b. In general, preserve resources and values of shorelines of state-wide significance for future generations and restrict or prohibit developments that would irretrievably damage shoreline resources.

Applicant's Response: *By its nature, the project will provide long-term ecological benefits consistent with the stated policy.*

Policy 4: Protect the resources and ecology of the shoreline.

a. All shoreline development should be located, designed, constructed and managed to avoid disturbance of and minimize adverse impacts to wildlife resources, including spawning, nesting, rearing and habitat areas and migratory routes.
b. Actively promote aesthetic considerations when contemplating new development, redevelopment of existing facilities or general enhancement of shoreline areas.

Applicant's Response: *The project site has been evaluated and planned for ecological restoration over the past ten years. The site was historically estuary wetland, converted to farmland in the early 1900's. Over the last 15 years the land has not been farmed and has lain fallow. Overall the project will restore natural functions to the site and will benefit wildlife resources. Improvements to the Jones and Allen Creek channels will improve fish passage for listed Chinook salmon, bull trout, and steelhead. Species present at the site would experience temporary disruptions during construction, but most animals are anticipated to return to the area following construction. See the SEPA checklist for additional information.*

Aesthetically, the site will appear different after the reintroduction of daily tidal influence. The current freshwater emergent vegetation will become either mudflat or estuarine emergent marsh directly after the breech is completed, but is expected to evolve into an emergent marsh with a scrub-shrub component over time. Much of the site will become mudflat within a year after the levee is breeched. It will likely take several years for estuarine and scrub-shrub plant communities to colonize and establish the area.

Policy 5: Increase public access to publicly owned areas of the shoreline.

a. Give priority to developing paths and trails to shoreline areas, linear access along the shorelines and to developed upland parking.
b. Locate development landward of the ordinary high water mark so that access is enhanced.
c. Prevent development that would impede navigation on waters of the state.

Applicant's Response: *See response to policies under Chapter 4, Section (B)(7) Public Access, above.*

Staff Response: By granting trail easements to the City to allow their development and operation, the applicant will have met the State's policy under the SMA of giving priority to development paths and trails to shoreline areas.

Policy 6: Increase recreational opportunities for the public on the shoreline.

a. Plan for and encourage development of facilities for recreational use of the shoreline.
b. Reserve areas for lodging and related facilities on uplands well away from the shorelines with provisions for non-motorized access to the shoreline.

Applicant's Response. *Though the project would not include development of new recreation facilities, existing recreational uses would be preserved. The project would not preclude the development of new trails providing public access to the shorelines. An increase in recreational use of the site could result from the project.*

Staff's Response: See Staff Response to Chapter 4, Section (B)(7) Public Access.

Chapter 5, Section 7(b) - Policies:

Policy 2: All shoreline restoration and/or enhancement projects should protect the integrity of adjacent natural resources including aquatic habitats and water quality.

Applicant's Response: *The channels of Jones and Allen Creek are being restored to more natural configurations, thereby improving fish passage. The high berms internal to the property and perimeter of the site (between 9 and 13 feet NAVD 88) will be planted with native vegetation and invasive species will be controlled in these areas.*

Policy 3: Where possible, shoreline restoration and/or enhancement should use maintenance-free or low-maintenance designs.

Applicant's Response: *The Qwuloolt Estuary Restoration Project has been designed to be maintenance-free or low-maintenance. Once the levees are breeched, natural processes will be allowed to restore tidal functions to the area and no active maintenance is planned for the tidal area. Vegetation will be allowed to establish naturally in the new tidal area. The high berms internal to the property and the perimeter of the site (between elevations 9 and 13 feet NAVD 88) will be planted with native vegetation and invasive species will be controlled in those areas. The Tulalip Tribe will develop a monitoring and maintenance plan for those revegetated areas.*

Policy 4: The City will pursue the recommendations in the shoreline restoration plan prepared as part of this SMP update. The City will give priority to projects consistent with this plan.

Applicant's Response: *The Qwuloolt Estuary Restoration Project is specifically identified as a priority project in the shoreline restoration plan.*

Regulation 1. Shoreline enhancement may be permitted if the project proponent demonstrates that no significant change to sediment transport or river current will result which will adversely affect ecological processes, properties, or habitat.

Applicant's Response: *The proposed project will result in changes to todal flow on the site and within Ebey Slough. These changes will restore the historical condition that occurred prior to installation of the artificial levees along Ebey Slough. Changes in tidal flow and associated sediment transport are anticipated to have a beneficial effect on a suite of ecological functions as the site rebuilds a marsh plain and provides tidal channels that provide a variety of water depths over a tide cycle. The project will restore the ecological processes, properties and aquatic habitat of the area. This is further documented in the attached SEPA checklist.*

Regulation 2. Shoreline restoration and/or enhancement projects shall use 'best available science' and best management practices.

Applicant's Response. *The Qwuloolt Estuary Restoration Project has been designed using both best available science and best management practices. The Trustees and the project consultants have conducted extensive studies of the hydrologic and biologic characteristics of the project site and used these studies, and applicable regional studies to guide the design of the project.*

Regulation 3. Shoreline restoration and/or enhancement shall not significantly interfere with the normal public use of the navigable waters of the state without appropriate mitigation.

Applicant's Response: *The proposed project will not interfere with normal public use of navigable waters. Currently the only boating in the area occurs on Ebey Slough and that use will not be affected by the project. Restoration of the site will allow more people to observe the natural tidal functions of the Snohomish Estuary.*

Regulation 4. Shoreline restoration and ecological enhancement projects may be permitted in all shoreline environments provided:

a. The project's purpose is the restoration of natural character and ecological functions of the shoreline, and
b. It is consistent with the implementation of a comprehensive restoration plan approved by the City, or the City finds that the project provides an ecological benefit and is consistent with the master program.

Applicant's Response: *The purpose of the project is the restoration of natural character and ecological functions of the shoreline and the project is a priority project in the City's Shoreline Restoration Plan.*

E. Conditional Use Criteria

Pursuant to Chapter 5.B.4 of the *Shoreline Master Plan,* a conditional use permit is required for the construction of the proposed levee and placement of fill within the FEMA designated floodway and 100-year floodplain. The following conditional use permit criteria are set forth in the *Shoreline Master Plan*:

1. The proposed use will be consistent with the policies of the SMA and the policies of the master program.

   Applicant's Response: *The levee and associated fill is needed to protect adjacent properties and is an essential part of the project's feasibility. Information on how the project is consistent with the goals and policies of the SMP as described above relate to the project in its entirety (restoration elements and levee construction) as restoration cannot occur without protecting adjacent properties. While levee construction would result in wetland impacts on a portion of the site, restoration would improve ecological conditions on the site and cause a net gain in wetland functions and values. Therefore, the project is considered self-mitigating.*

2. The proposed use will not interfere with the normal public use of public shorelines.

   Applicant's Response: *The new setback levee will not include public access, but it will be designed so as to not preclude the development of public access in the future. The setback levee will not interfere with any existing public use of the shoreline.*

   Staff Response: The granting of trail construction/access/maintenance easements to allow the construction of the planned trail will after trail development allow public use/enjoyment of the newly restored shoreline.

3. The proposed use of this site and design of the project will be compatible with other permitted uses in the area.

   Applicant's Response: *The levee and associated fill will be consistent with adjacent land using and zoning. The site is currently zoned Open Space and would remain open space. The open space use is compatible with the adjacent industrial park and residential areas around the perimeter of the property. No existing views would be obstructed by the levee; however, the overall site will appear different after the reintroduction of daily tidal influence.*

The levee will be located, designed, constructed, and maintained so its resultant effect on hydraulic shoreline processes will not cause damage to other permitted uses in the area, and so that the physical integrity of adjacent upland areas is maintained. Native vegetation will be planted along the perimeter of the levee to enhance ecological functions.

4. The proposed use will cause no unreasonable adverse effects to the shoreline environment designation in which it is located.

   Applicant's Response: *Dikes and levees are a conditional use in the Urban Conservancy designation and allowed if the project is for environmental restoration and the City determines that there will be an increase in desired ecological functions. The proposed setback levee is part of an ecological restoration project and the levee is intended to protect adjacent property from the daily tidal inundation. The overall project will increase the estuarine ecological functions of the project area.*

F. Critical Areas

The entire restoration site has been classified by NOAA as a Category 3, freshwater, depressional wetland. The site also contains fish and wildlife habitat, geologic hazards, and frequently flooded areas. Both Jones and Allen Creeks are classified as Type F streams under Marysville Municipal Code (MMC) because they are used by salmonids. According to the Washington State Department of Natural Resources, the site has moderate to high susceptibility to liquefaction, which classifies the site as a geologic hazard areas according to MMC. The entire project is located in the 100-year floodplain and the majority of the site is located within the FEMA designated floodway for Ebey Slough.

The project is a restoration project which will improve wetland and fish and wildlife habitat conditions. The project is considered self-mitigating and permanent adverse impacts will not result from the activities outlined in this Phase. No mitigation for impacts to wetlands/streams is required as a result of this project.

The US Department of the Army, Seattle District, Corps of Engineers performed a zero-rise analysis for the proposed setback levee along Ebey Slough. The zero-rise analysis was completed on 3/29/11 The analysis identified a .1 ft rise in the unencroached flood level within the restoration site and potential .2 ft rise at points south of the site.

The City of Marysville met with staff from FEMA, US Army Corps of Engineers, Tulalip Tribes and Department of Ecology to discuss the results. FEMA has issued a policy on fish enhancement structures within the floodway. In the meeting FEMA staff described the policy as it relates to restoration projects, such as the Qwuloolt Restoration. The policy identifies that rather than "no-rise", the community official should certify that the project was designed to keep the rise within the floodplain as close to zero as practically possible and that no structures are impacted by the rise. DOE staff also contacted Snohomish County staff to share this data and they did not indicate concern.

G. Conformance with SEPA

After evaluation of the applicant's environmental checklist submitted with the application, a Mitigated Determination of Non-Significance (MDNS) was issued on June 29, 2011, there were no appeals. The threshold determination is adopted by reference into this report.

II. CONCLUSIONS

1. The proposal as conditioned is consistent with the City of Marysville Shoreline Management Master Program goals/policies/regulations.
2. A Mitigated Determination of Non-Significance was issued on June 29, 2011, there were no appeals.
3. The applicant is still in the process of obtaining construction/flood easements over certain properties within the project boundaries. Flooding will not be allowed to commence on those properties (including City-owned lands) until the properties are secured and/or proper easements have been obtained.
4. In 2006 the City was contacted by Foley Cleveland regarding a BLA that was recorded after the sale of 29050300200100 to the Tulalip Tribes. The then owners Peter Poortinga and Marty Loberg sold the property to the Tribes with the understanding that the existing property line had been revised to exclude the existing house through the BLA process. Mr. Foley indicated that they believed that the BLA was recorded after the sale of the property and therefore the BLA was invalid. The city concurred with that conclusion. As the existing home has been sold to a private individual there appears to be an issue with title.
5. This proposal as conditioned is consistent with the City's Critical Areas Ordinance.
6. This proposal as conditioned is consistent with the City's Floodplain Ordinance.

III. STAFF RECOMMENDATION

Based upon the above stated findings and conclusions, the Community Development Department recommends approval of the Shoreline Substantial Development Permit subject to the following conditions:

1. Prior to levee removal, the applicant must either secure ownership of all parcels within the project work area and/or obtain flood easements over the affected properties. If flood easements cannot be obtained, those properties must be removed from the project and adequate measures must be taken to prevent flooding of said properties. A *Memorandum of Agreement* between the City of Marysville and the Tulalip Tribes is required prior to flooding of city-owned lands. Also, the title issue related to BLA 98-004 recorded under AF# 9808035010 must be resolved prior to any activity occurring on parcel 29050300200100.
2. Prior to levee removal, the applicant shall grant recreational/trail easements over the following areas:
    a. The newly constructed levee along the west project boundary;
    b. Adjacent to Sunnyside Blvd on TP# 30053400102100 to connect the existing northern end of the Harborview Village trail to Sunnyside Blvd; and

c. Connection of southern end of Ebey Waterfront Trail to the planned City park located on TP#(s) 29050300108500 & 290503108400 – provided the NRCS easement can be amended to allow trail construction.

The easements shall be recorded with the Snohomish County Auditor's Office prior to levee removal.

3. The Restoration project will be required to incorporate all measures, including alternative design levee breach, as recommended in the modeling efforts by Batelle and PWA referenced in the issued technical memorandum, or as updated during final engineering design. These measures include, but are not limited to: (MDNS #1)

    a. Brashler Industrial Park drainage improvements including construction of a stormwater detention facility as described in the 12/02/08 PWA preliminary design analyses;
    b. Construction of levees to protect existing industrial and residential properties as described in the 12/02/08 PWA memo as the 'West Levee';
    c. Internal berms that shall be designed as wave breaks and designed to help promote channel stability;
    d. Removal and replacement of storm drain level spreaders that are below the +12' NAVD contour;
    e. Raising the existing trail (Harborview system) where the trail is below 12'

4. The applicant will provide annual monitoring reports to the City of Marysville for a 5-year monitoring period and then a final monitoring report at 10 years, evaluating the following improvements: (MDNS #2)

    a. West Levee and related industrial park drainage facilities;
    b. Water control structure evaluation for industrial park and monitoring reports for groundwater levels behind the levee system;
    c. Monitoring of south side of wastewater treatment plant (WWTP) levee to evaluate post-project conditions resulting from restoration project.

5. The applicant will implement measures to repair any degradation or failure of project improvements identified in the monitoring reports listed in condition 2 above. (MDNS #3)

6. The applicant shall submit a pre- and post- construction road evaluation report, as approved by the City Engineer, and repair any post-construction related road damage caused by heavy truck traffic generated as a result of project construction. (MDNS #4)

7. Prior to commencement of construction activities related to the Christofferson grading project, the applicant shall submit a traffic control plan to the City Traffic Engineer for review and approval. The plan shall include the following elements: 1) The haul vehicle should be limited to vehicles not larger/longer than 10 wheel, 10-12 yard dump trucks; and 2) the access on to and off of 61st St (Sunnyside Blvd) be controlled by two way flagging control capable of safely holding approaching traffic during the access maneuvers. (MDNS #5)

8. The applicant shall mow the existing vegetation within the inundation area, or apply other vegetation management strategies to reduce the amount of organic matter immediately prior to dike breaching. (MDNS #6)

9. Post dike construction, the applicant shall be required to monitor and evaluate salt water intrusion onto adjacent properties and as necessary, initiate appropriate mitigation measures to address the situation. (MDNS #7)

10. The applicant will repair or armor the WWTP levee if any damages result from channel velocities or scour, as documented in the monitoring report for condition 2c above. The applicant will also be required to repair or armor the southern, city-owned levee if any damages result as a result of channel velocities or scour. Maintenance vehicle access shall be maintained to the south levy post dike breach. (MDNS #8)

Prepared by: CDL

Reviewed by: gh

WASHINGTON STATE
Recreation and
Conservation Office

Final Report

Project #09-1277, Qwuloolt Estuary Restoration - Construction

CONTACTS

Primary Sponsor: Tulalip Tribe

Lead Entity: Snohomish County LE

Managing Agency: Rec. and Conserv. Office

Project Contact: Kurt Nelson
knelson@tulaliptribes-nsn.gov

Alt Project Contact: Josh Meidav
jmeidav@tulaliptribes-nsn.gov

RCO Grant Manager: Elizabeth Butler
elizabeth.butler@rco.wa.gov

DESCRIPTION OF THE COMPLETED PROJECT

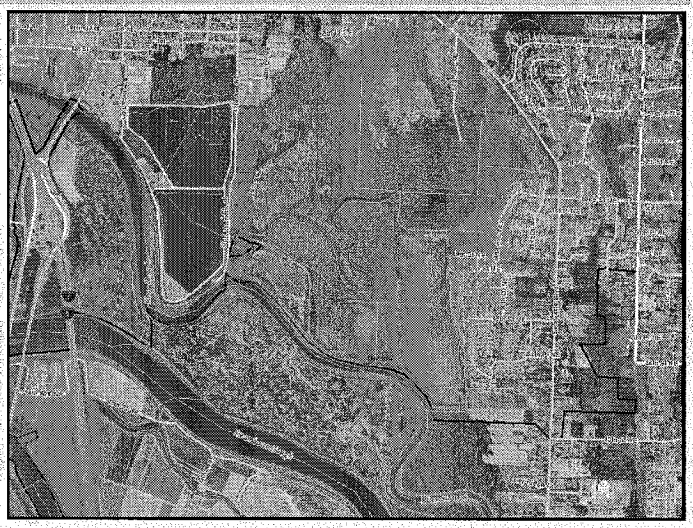
Project Start Date: 10/16/2009 **FundingEnd Date:** 01/01/2012 **RCO Closure Date:**

02/01/08 AMEA 09/30/12

SITE LOCATION

General Area of Project: The project will occur adjacent to Ebey Slough (at river mile 3)

Waterbodies: Snohomish River



Cong District: 02
County: Snohomish
HUC: Snohomish
Leg District: 38
Salmon Recov Reg 05: Puget Sound
Section: 03 (34)
Township/Range: T29NR05E T30NR05E
WAU: Quilceda Creek
WRIA: Snohomish

Sponsor Clarifications:

PROJECT NARRATIVE

PERMITS

Type	Applied Date	Received Date	Permit Number	Comments
Clear & Grade Permit	05/28/2010			Anticipate approval January 2012, pending submittal of final ACOE levee designs.
Cultural Assessment [Section 106]		12/9/2008	120808-24-CC	Survey in 2006 and 2008. Determination of No Historic Properties Affected.
Dredge/Fill Permit [Section 10/404 or 404]	05/28/2010	11/16/2010	NWS-2010-00	
Endangered Species Act Compliance [ESA]		1/12/2009	13410-2009-I-	USFWS Fish Passage/Habitat Restoration Programmatic, NMFS Section 4(d) Limit Number 8 (Habitat Restoration)
Hydraulics Project Approval [HPA]	05/28/2010			Anticipate approval by December 2011.
SEPA	05/28/2010	6/29/2011		
Shoreline Permit	05/28/2010	8/2/2011		This permit was appealed, but permit was upheld 9/13/2011.
Water Quality Certification [Section 401]	12/24/2008	2/4/2009	PI-09-11	Ecology certifies that work complies with CWA and CZMA and State CZMP.

OVERALL PROJECT COSTS

Funding Formula:	Requested		Original		Final	
Puget Sound Acq. & Restoration:	$500,000.00 (499,000)	(85%)	$500,000.00	(85%)	$500,000.00	(85%)
Sponsor Match:	$90,000.00 (536,000)	(15%)	$90,000.00	(15%)	$90,000.00	(15%)
Total:	$590,000.00 (1035000)	(100%)	$590,000.00	(100%)	$590,000.00	(100%)

Paid To Date:	$14,289.81	942,219			**Last Released Billing:**	04/14/2011
Remaining RCO Funds:	$485,710.19	$ 456,780.55			**Pending Billing:**	No
Advance Balance:	$0.00		**Match Bank:**	$1,190.51	**Number of Billings:**	1
Admin Limit:	$0.00 (54K)		**Admin Spent:**	$0.00		
A&E Limit:	$55,000.00 (10.28%)		**A&E Spent:**	$18,052.49	3.05%	39,646.20 3.83%

Billed Cost Summary:	Original Agreement		Expended		Non-Reimbursable		Total Billed
Restoration							
Construction	$535,000.00	981,000	38685.13		170,246.24		209,131.37
A&E	$55,000.00	54,000	$14,289.81	3334.82	$3,762.68	36311.30	$18,052.49
Restoration Total	$590,000.00	1035000	$14,289.81	42219.95	$3,762.68		$18,052.49
Total	$590,000.00	1035000	$14,289.81	42.29.95	$3,762.68	206557.62	$18,052.49 248,777.57

Project Cost Metrics:	Original Agreement	Final
PCSRF Federal Funds:		
State Funds:		$14,289.81
Pending Billing - RCO Share Approved:		
Amount of other monetary funding:		
Value of Donated Unpaid Labor (Volunteers):		
Value of Donated Paid Labor:		
Value of Other In-Kind Contributions:		
Project identifier for the other monetary funding:		
Source of In-Kind contributions:		
Source of other monetary funding:		
Number of hours volunteers contributed to the project:		
Describe how the value of the volunteers was determined:		
Description of other In-Kind contributions:		

~~Community values~~
~~Connecting children of nature~~

PROJECT METRICS

Original Agreement ○ Final

Completion Date ✓

Projected date of completion:

Jobs Created ✓

Number of jobs created by this project:

Project Goals

Goals, purpose, and expected benefits:

Community values
connecting children & Nature

Sites Improved

Stream miles restored

Project acres to be restored

C

DRAFT

WORKSITE #1: Qwuloolt

Worksite Description: 48o 02' 40" 122o 09' 2[illegible]T30/R5/S33 - Snohomish County - City of Ma[illegible]le - Snohomish Basin - WRIA 7 - The project will occur adjacent to Ebey Slough (at river mile 3), a distributary channel of the Snohomis[illegible]River. Allen Creek (07-0068) and Jones Creek (07-0070) also flow through the project site.

Driving Directions: Drive north on Interstate – 5. At exit #199, turn right (east) onto 4th Street. Drive straight through the Marysville city center. Turn right at the stoplight, at the intersection of 4th and 47th Ave. N.E. Drive straight south for 3000 feet. The project site is on the left (to the east).

Coordinates for Worksite Directions - Latitude: 0.00 **Longitude:** 0.00

Sponsor Clarifications:

WORKSITE #1 COSTS

Worksite Billed Cost:	Estimated		Expended	Non-Reimbursable	Total Billed
A&E	$55,000.00	54K	$14,289.81 3334.82	$3,762.68	$18,052.49
Construction	$535,000.00	981K	38,085,13		
Worksite Total	$590,000.00	1035 K	$14,289.81	$3,762.68	$18,052.49
			42219	206577.62	248,7757

Worksite Costs by Category:	Original Agreement	Final
Estuarine / Nearshore Funding: ✓		
Architectural & Engineering Funding: ✓		$18,052.49

Instream habitat Funding, Riparian Habitat Funding, Cultural Res. Funding, [illegible]

WORKSITE #1 METRICS

	Original Agreement	Final
Targeted salmonid ESU/DPS:		
Targeted species (non-ESU species):		
Miles Of Stream Treated/Protected:		0.00
Project Identified In a Plan or Watershed Assessment: ✓		
Type Of Monitoring:		
Monitoring Location:		

Mi Shoreline armor removal or modification

Estuarine / Nearshore Project

Total Amount Of Estuarine / Nearshore Acres Treated: Acres "

Dike Or berm modification / removal

Miles Of Dikes Removed:

Acres of Habitat Made Available To Salmonids through dike or berm modification/removal:

Instream Habitat Project
Channel recahg & connectivity
Type of Δ to channel config & connect.
Mi of stream treated for channel ...
Mi of off channel stream Created

Architectural & Engineering ✓

Architectural & Engineering (A&E) ✓

Did A&E costs exceed billed amount (Yes/No): ✓

Riparian Habitat Project
Planting Acres Planted in Riparian

Cultural resources
Acres surveyed

PROPERTY DESCRIPTION (Tulalip Tribes - Qwuloolt)

Activity: Restoration

Control & Tenure:

Instrument Type: Sponsor owned property

Timing: Existing

Term Length: Perpetuity **# yrs:**

Expiration Date:

Landowner Type: Tribal **Note:**

Sponsor Clarifications:

Sponsor Clarifications:

SPONSOR CERTIFICATION

☐ I certify that this project has been completed in accordance with the project agreement.

☐ I certify that, to the best of my knowledge, the information in the Final Report is true and correct.

DRAFT

WASHINGTON STATE
Recreation and Conservation Office

Progress Report 3/19/11-9/30/11

Project #09-1277, Qwuloolt Estuary Restoration - Construction

Submitted by Josh Meidav on 09/21/2011

Accepted by Kay Caromile on 10/06/2011

CONTACTS

Primary Sponsor: Tulalip Tribe

Lead Entity: Snohomish County LE

Managing Agency: Rec. and Conserv. Office

Project Contact: Kurt Nelson
knelson@tulaliptribes-nsn.gov

Alt Project Contact: Josh Meidav
jmeidav@tulaliptribes-nsn.gov

RCO Grant Manager: Elizabeth Butler
elizabeth.butler@rco.wa.gov

COSTS TO DATE

Project Start Date: 10/16/2009

FundingEnd Date: 01/01/2012

Funding Formula:	Requested		Original		Current	
Puget Sound Acq. & Restoration:	$500,000.00	(85%)	$500,000.00	(85%)	$500,000.00	(85%)
Sponsor Match:	$90,000.00	(15%)	$90,000.00	(15%)	$90,000.00	(15%)
Total:	$590,000.00	(100%)	$590,000.00	(100%)	$590,000.00	(100%)

Paid To Date: $14,289.81

Remaining RCO Funds: $485,710.19

Advance Balance: $0.00

Match Bank: $1,190.51

Last Released Billing: 04/14/2011

Pending Billing: No

Number of Billings: 1

Admin Limit:	$0.00	**Admin Spent:**	$0.00	
A&E Limit:	$55,000.00	10.28%	**A&E Spent:**	$18,052.49	3.05%

PROGRESS REPORT QUESTIONS

#	Question	Answer	Answer Description
1 of 4	Are there any significant challenges that might hinder progress or keep you from meeting your project milestones? If so, please tell us about them.	Yes	ACOE final design review was delayed and also the permitting process under NEPA was delayed (ACOE responsible for sheparding the project through that NEPA process). There has been a Finding of No Significant Impact (FONSI), which is part of the National Environmental Protection Act (NEPA) permitting process.. The Shoreline Substantial Development Permit application, as pursuant to the Shoreline Management Act and a State Environmental Protection Act (SEPA) checklist, was re-submitted in April 2011 in order to complete local permitting requirements. The permit was appealed by a local landowner, thus delaying approval. A hearing examiner upheld the permit and denied the appeal. We do not believe that this issue has been resolved as of yet. We hope to have this resolved by the end of 2011. This should not delay levee design. We are hopeful that this will not delay construction. In the meantime, pre-construction project site preparation is moving forward. Refer to subsequent answers for progress.

2 of 4	Describe the work accomplished during this reporting period.		Site preparation and planting for project perimeter as well as within project footprint have begun. Existing structure within project area has been demolished. Additional geotechnical data collection for the levee footprint is being collected. Topographic planimetric survey information has been collected for the levee footprint and stormwater detention pond. NOAA Fisheries and Tulalip Tribes are continuing with pre-project synoptic ecological monitoring. We anticipate that the major portion of funding for this work will be committed to ACOE during this next fiscal quarter.
3 of 4	Do you anticipate any changes to your project? Please describe those changes here.	Yes	With further design analyses, we expect changes in the final levee and stormwater detention pond footprints. These changes could affect locations and material specifications.
4 of 4	Tell us about work planned for the next reporting period.		Levee design should be mostly completed by the end of the next reporting period. Current designs are at 35% completion, we expect 100% completion by the end of December 2011, subject to subsequent internal ACOE internal review. We are planning on processing, hauling, and stockpiling of levee material within this next reporting period.

MILESTONES

Milestone	Target Date	Description	Completed	Delayed	New Target Date	Progress/Reason for Delay
Project Start	10/16/2009		X			
Cultural Resources Complete	10/16/2009	Completed in 2008	X			
Applied for Permits	03/01/2010	Federal permits were submitted in 2009	X			
Progress Report Submitted	03/15/2011		X			
Annual Project Billing	03/15/2011	and at least once per year thereafter	X			
A&E Plans Submitted	06/01/2011	90% Designs		X	01/16/2012	Due to ACOE delays of FONSI approval.
RFP Complete	07/01/2011	Invitation to Bid		X	04/16/2012	Due to ACOE delays of FONSI approval.
Bid Awarded/Consultant Hired	08/01/2011			X	06/15/2012	Due to ACOE delays of FONSI approval.
Construction Started	08/15/2011			X	07/02/2012	Due to ACOE delays of FONSI approval.
Annual Project Billing	09/30/2011			X	12/30/2011	Due to ACOE delays of FONSI approval.
Progress Report Submitted	09/30/2011		X			
Construction Complete	11/01/2011			X	06/30/2013	Due to ACOE delays of FONSI approval.
Monitor/Steward Plan Submitted	11/30/2011		X			
Agreement End Date	01/01/2012			X	06/30/2013	Due to ACOE delays of FONSI approval.
Monitoring Complete	01/01/2012			X	06/30/2013	Due to ACOE delays of FONSI approval.
Final Docs/Billing to Mgmt Agy	03/01/2012			X	06/30/2013	Due to ACOE delays of FONSI approval.

PERMITS

Type	Applied Date	Received Date	Expiration Date	Permit Numb	Comments
Clear & Grade Permit	05/28/2010				Anticipate approval January 2012, pending submittal of final ACOE levee designs.
Cultural Assessment [Section 106]		12/9/2008		120808-24-CC	Survey in 2006 and 2008. Determination of No Historic Properties Affected.
Dredge/Fill Permit [Section 10/404 or 404]	05/28/2010	11/16/2010		NWS-2010-00	
Endangered Species Act Compliance [ESA]		1/12/2009		13410-2009-I-	USFWS Fish Passage/Habitat Restoration Programmatic, NMFS Section 4(d) Limit Number 8 (Habitat Restoration)
Hydraulics Project Approval [HPA]	05/28/2010				Anticipate approval by December 2011.
SEPA	05/28/2010	6/29/2011			
Shoreline Permit	05/28/2010	8/2/2011			This permit was appealed, but permit was upheld 9/13/2011.
Water Quality Certification [Section 401]	12/24/2008	2/4/2009		PI-09-11	Ecology certifies that work complies with CWA and CZMA and State CZMP.

Permit Questions

#	Question	Answer	Answer Description
1 of 3	Any additional mitigation requirements? If so, please describe.	No	
2 of 3	Are there any additional permits required? If so, please describe.	Yes	Before WDFW approves HPA, WDFW needs to receive additional designs for project elements.
3 of 3	Tell us about your progress with securing your permits or ESA consultation.		ESA consultation was completed through ACOE FONSI approval process.

WASHINGTON STATE
Recreation and
Conservation Office

Progress Report 3/19/11-9/30/1

Project #09-1277, Qwuloolt Estuary Restoration - Construction

Submitted by Josh Meidav on 09/21/2011

Accepted by Kay Caromile on 10/06/2011

CONTACTS

Primary Sponsor: Tulalip Tribe

Lead Entity: Snohomish County LE

Managing Agency: Rec. and Conserv. Office

Project Contact: Kurt Nelson
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Alt Project Contact: Josh Meidav
jmeidav@tulaliptribes-nsn.gov

RCO Grant Manager: Kay Caromile
kay.caromile@rco.wa.gov

COSTS TO DATE

Project Start Date: 10/16/2009

FundingEnd Date: 01/01/2012

Funding Formula:	Requested		Original		Current	
Puget Sound Acq. & Restoration:	$500,000.00	(85%)	$500,000.00	(85%)	$500,000.00	(85%)
Sponsor Match:	$90,000.00	(15%)	$90,000.00	(15%)	$90,000.00	(15%)
Total:	$590,000.00	(100%)	$590,000.00	(100%)	$590,000.00	(100%)

Paid To Date: $14,289.81

Remaining RCO Funds: $485,710.19

Advance Balance: $0.00

Match Bank: $1,190.51

Admin Limit: $0.00

Admin Spent: $0.00

A&E Limit: $55,000.00 10.28%

A&E Spent: $18,052.49 3.05%

Last Released Billing: 04/14/2011

Pending Billing: No

Number of Billings: 1

PROGRESS REPORT QUESTIONS

#	Question	Answer	Answer Description
1 of 4	Are there any significant challenges that might hinder progress or keep you from meeting your project milestones? If so, please tell us about them.	Yes	ACOE final design review was delayed and also the permitting process under NEPA was delayed (ACOE responsible for sheparding the project through that NEPA process). There has been a Finding of No Significant Impact (FONSI), which is part of the National Environmental Protection Act (NEPA) permitting process.. The Shoreline Substantial Development Permit application, as pursuant to the Shoreline Management Act and a State Environmental Protection Act (SEPA) checklist, was re-submitted in April 2011 in order to complete local permitting requirements. The permit was appealed by a local landowner, thus delaying approval. A hearing examiner upheld the permit and denied the appeal. We do not believe that this issue has been resolved as of yet. We hope to have this resolved by the end of 2011. This should not delay levee design. We are hopeful that this will not delay construction. In the meantime, pre-construction project site preparation is moving forward. Refer to subsequent answers for progress.

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Progress Report Submitted	03/15/2011		X			
Annual Project Billing	03/15/2011	and at least once per year thereafter	X			
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Construction Started	08/15/2011			X	07/02/2012	Due to ACOE delays of FONSI approval.
Annual Project Billing	09/30/2011			X	12/30/2011	Due to ACOE delays of FONSI approval.
Progress Report Submitted	09/30/2011		X			
Construction Complete	11/01/2011			X	06/30/2013	Due to ACOE delays of FONSI approval.
Monitor/Steward Plan Submitted	11/30/2011		X			
Agreement End Date	01/01/2012			X	06/30/2013	Due to ACOE delays of FONSI approval.
Monitoring Complete	01/01/2012			X	06/30/2013	Due to ACOE delays of FONSI approval.
Final Docs/Billing to Mgmt Agy	03/01/2012			X	06/30/2013	Due to ACOE delays of FONSI approval.

PERMITS

Type	Applied Date	Received Date	Expiration Date	Permit Number	Comments
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Dredge/Fill Permit [Section 10/404 or 404]	05/28/2010	11/16/2010		NWS-2010-007	
Endangered Species Act Compliance [ESA]		1/12/2009		13410-2009-I-0	USFWS Fish Passage/Habitat Restoration Programmatic, NMFS Section 4(d) Limit Number 8 (Habitat Restoration)
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Permit Questions

#	Question	Answer	Answer Description
1 of 3	Any additional mitigation requirements? If so, please describe.	No	
2 of 3	Are there any additional permits required? If so, please describe.	Yes	Before WDFW approves HPA, WDFW needs to receive additional designs for project elements.
3 of 3	Tell us about your progress with securing your permits or ESA consultation.		ESA consultation was completed through ACOE FONSI approval process.

WASHINGTON STATE
Recreation and
Conservation Office

Progress Report 2/15/11-9/30/11

Project #06-1604, Qwuloolt Estuary Restoration and Trail

Submitted by Josh Meidav on 09/21/2011

Accepted by Kim Sellers on 09/22/2011

CONTACTS

Primary Sponsor: Tulalip Tribe

Project Contact: Kurt Nelson
knelson@tulaliptribes-nsn.gov

Alt Project Contact: Josh Meidav
jmeidav@tulaliptribes-nsn.gov

Managing Agency: Rec. and Conserv. Office

RCO Grant Manager: Kim Sellers
kim.sellers@rco.wa.gov

COSTS TO DATE

Project Start Date: 02/01/2008 **Original End Date:** 12/31/2010 **FundingEnd Date:** 09/30/2012

Funding Formula:	Requested		Original		Current	
Aquatic Lands Enhancement Acct:	$499,000.00	(48%)	$499,000.00	(48%)	$499,000.00	(48%)
Sponsor Match:	$536,000.00	(52%)	$536,000.00	(52%)	$536,000.00	(52%)
Total:	$1,035,000.00	(100%)	$1,035,000.00	(100%)	$1,035,000.00	(100%)

Paid To Date:	$42,219.95			**Last Released Billing:**	03/17/2011
Remaining RCO Funds:	$456,780.05			**Pending Billing:**	No
Advance Balance:	$0.00	**Match Bank:**	$161,207.14	**Number of Billings:**	2
Admin Limit:	$0.00	5.00%	**Admin Spent:**	$0.00	
A&E Limit:	$54,000.00	5.50%	**A&E Spent:**	$39,646.20	3.83%

AMENDMENTS

#	Type	Applied Date	Description
2	Time Extension	06/30/2011	The project period of 02/01/2008 to 06/30/2011 is extended to allow the contracting party until 09/30/2012 to complete the project.
1	Time Extension	12/06/2010	The project period of 02/01/2008 to 12/31/2010 is extended to allow the contracting party until 06/30/2011 to complete the project.

PROGRESS REPORT QUESTIONS

#	Question	Answer	Answer Description
1 of 4	Are there any significant challenges that might hinder progress or keep you from meeting your project milestones? If so, please tell us about them.	Yes	The delays from the FONSI approval by the ACOE have been resolved. The Shoreline Substantial Development Permit application was re-submitted in April 2011 in order to complete local permitting requirements. The permit was appealed by a local landowner, thus delaying approval. A hearing examiner upheld the permit and denied the appeal. We do not believe that this issue has been resolved as of yet. We hope to have this resolved by the end of 2011. This should not delay levee design. We are hopeful that this will not delay construction. In the meantime, pre-construction project site preparation is moving forward. Refer to subsequent answers for progress.
2 of 4	Describe the work accomplished during this reporting period.		Site preparation and planting for project perimeter as well as within project footprint have begun. Existing structure within project area has been demolished. Additional geotechnical data collection for the levee footprint is being collected. Topographic planimetric survey information has been collected for the levee footprint and stormwater detention pond. NOAA Fisheries and Tulalip Tribes are continuing with pre-project synoptic ecological monitoring. We anticipate that the major portion of funding for this work will be committed to ACOE during this next fiscal quarter.
3 of 4	Do you anticipate any changes to your project? Please describe those changes here.	Yes	With further design analyses, we expect changes in the final levee and stormwater detention pond footprints. These changes could affect locations and material specifications.
4 of 4	Tell us about work planned for the next reporting period.		Levee design should be mostly completed by the end of the next reporting period. Current designs are at 35% completion, we expect 100% completion by the end of December 2011, subject to subsequent internal ACOE internal review. We are planning on processing, hauling, and stockpiling of levee material within this next reporting period.

MILESTONES

Milestone	Target Date	Description	Completed	Delayed	New Target Date	Progress/Reason for Delay
Project Start	02/01/2008		X			
A&E Complete/Permits Submitted	09/30/2008		X			
Annual Project Billing	07/31/2009		X			
Annual Project Billing	07/31/2010		X			
Proposed Completion Date	12/31/2010		X			
Progress Report Submitted	01/31/2011		X			
Plans/Specs Reviewed Mgmt Agy	03/18/2011		X			
Progress Report Submitted	03/30/2011		X			
Special Conditions Met	04/01/2011	Ensure compliance with EO 05-05 before construction begins. Attachments, and subject to Sect 106.	X			
Bid Awarded	07/15/2011		X			
Construction Started	07/31/2011		X			
Annual Project Billing	07/31/2011		X		03/08/2011	
Progress Report Submitted	09/30/2011		X			
Progress Report Submitted	02/29/2012					
Annual Project Billing	07/31/2012					
Progress Report Submitted	07/31/2012					
Agreement End Date	09/30/2012					
Final Billing to RCO	10/31/2012					
Final Report in PRISM	10/31/2012					
Final Docs/Billing to Mgmt Agy	11/15/2012					

PERMITS

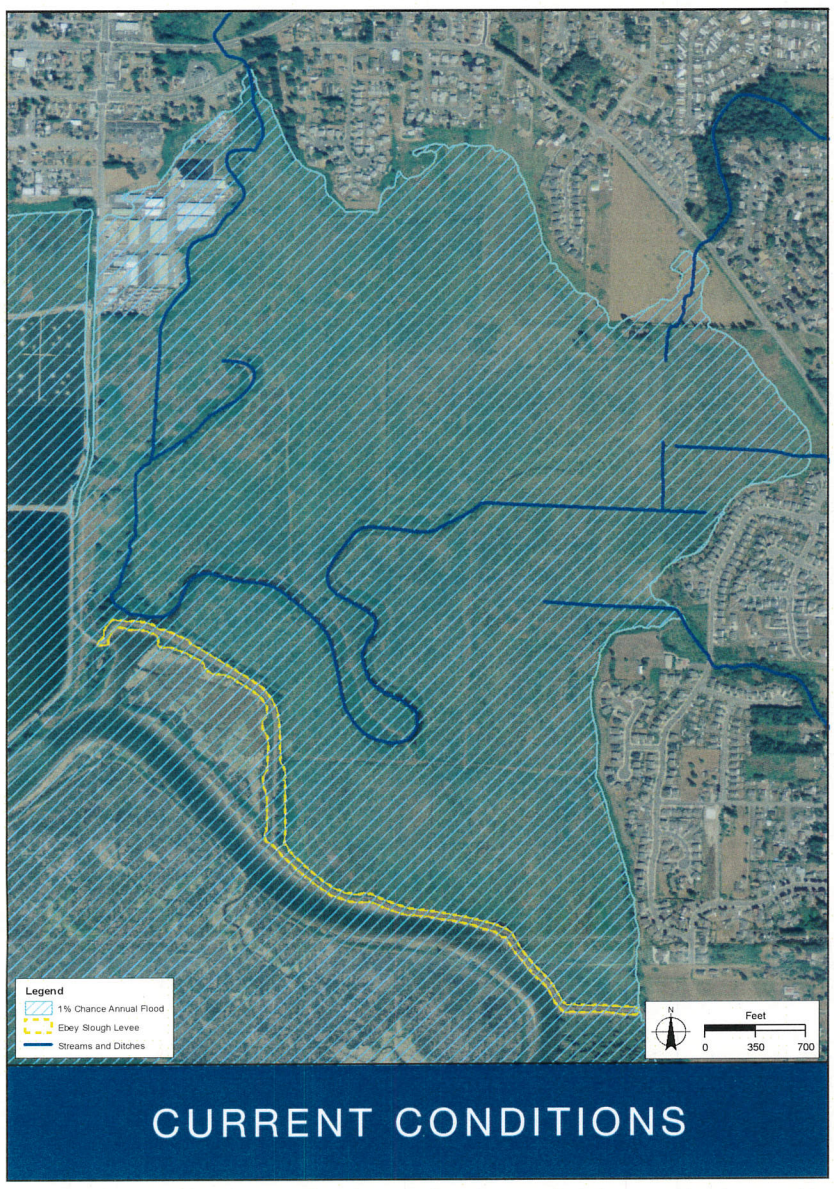
Type	Applied Date	Received Date	Expiration Date	Permit Number	Comments
Clear & Grade Permit	05/28/2010				Anticipate approval in January 2012, pending ACOE completion of final levee design.
Cultural Assessment [Section 106]		12/9/2008		120808-24-COE	(#120808-24-COE-S) Survey in 2006 and 2008. Determination of No Historic Properties Affected. See attachment.
Dredge/Fill Permit [Section 10/404 or 404]	05/28/2010	11/16/2010		NWS-2010-007	Permit Number NWS-2010-00759
Endangered Species Act Compliance [ESA]		1/12/2009		13410-2009-I-01	USFWS (#13410-2009-I-0112) Fish Passage/Habitat Restoration Programmatic, NMFS Section 4(d) Limit Number 8 (Habitat Restoration)
Hydraulics Project Approval [HPA]	05/28/2010				Anticipate WDFW approval by December 2011.
SEPA	05/28/2010	6/29/2011			
Shoreline Permit	05/28/2010	8/2/2011		PA 10013	This permit was appealed, but permit was upheld 9/13/2011.
Water Quality Certification [Section 401]	12/24/2008	2/4/2009		PI-09-11	Ecology certifies that work complies with CWA and CZMA and State CZMP. See attachment.

Permit Questions

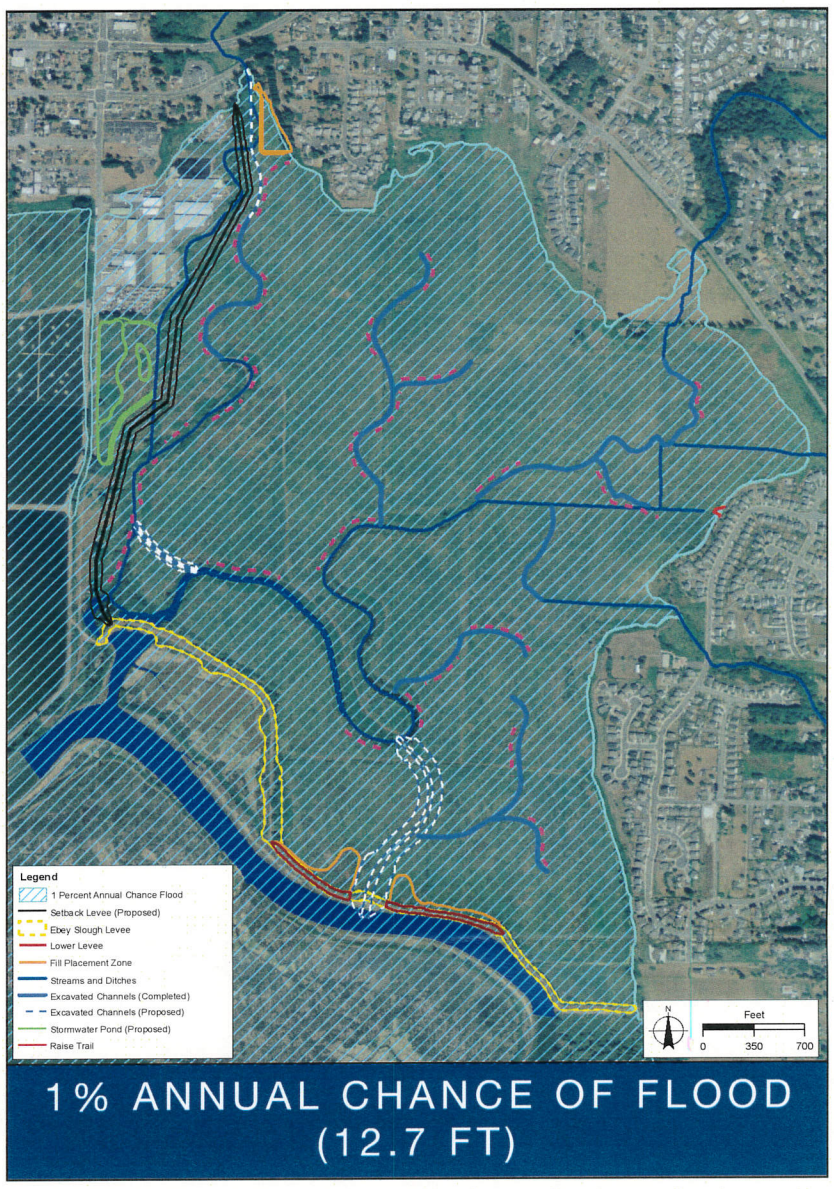
#	Question	Answer	Answer Description
1 of 3	Any additional mitigation requirements? If so, please describe.	No	
2 of 3	Are there any additional permits required? If so, please describe.	Yes	Before WDFW approves HPA, WDFW needs to receive additional designs for project elements.
3 of 3	Tell us about your progress with securing your permits or ESA consultation.		ESA consultation was completed through ACOE FONSI approval process.

Qwuloolt Restoration Project

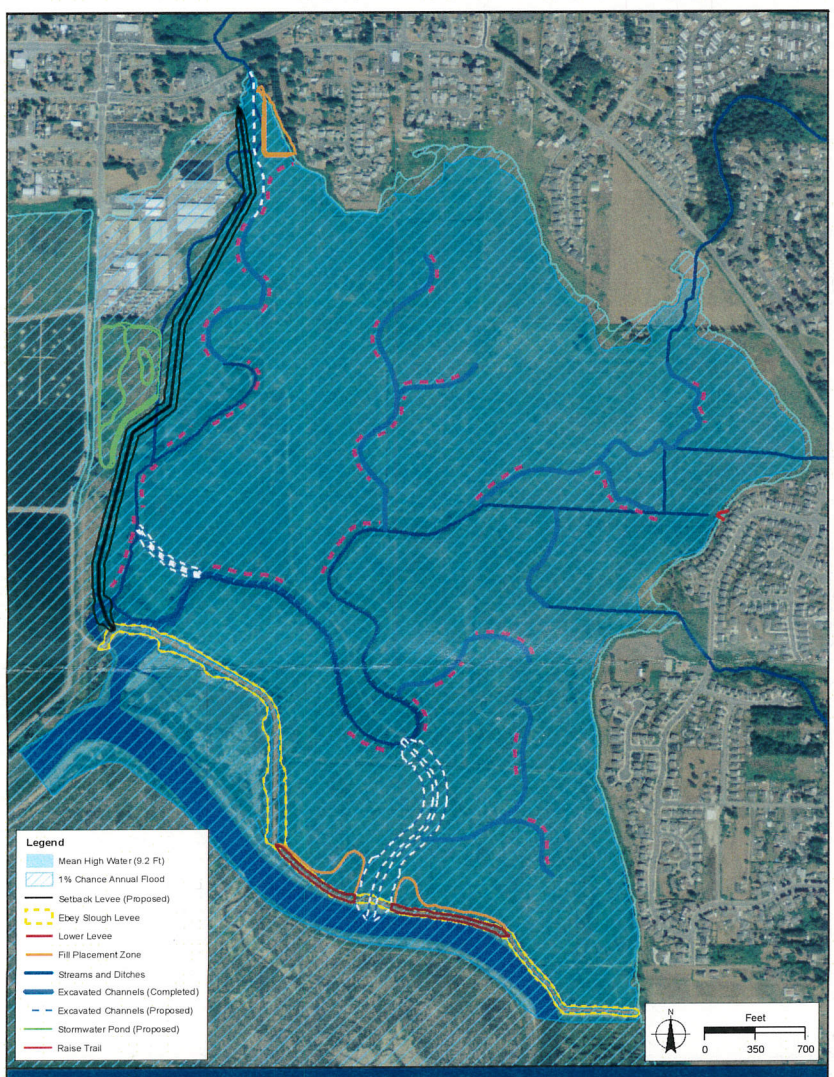
Water Levels



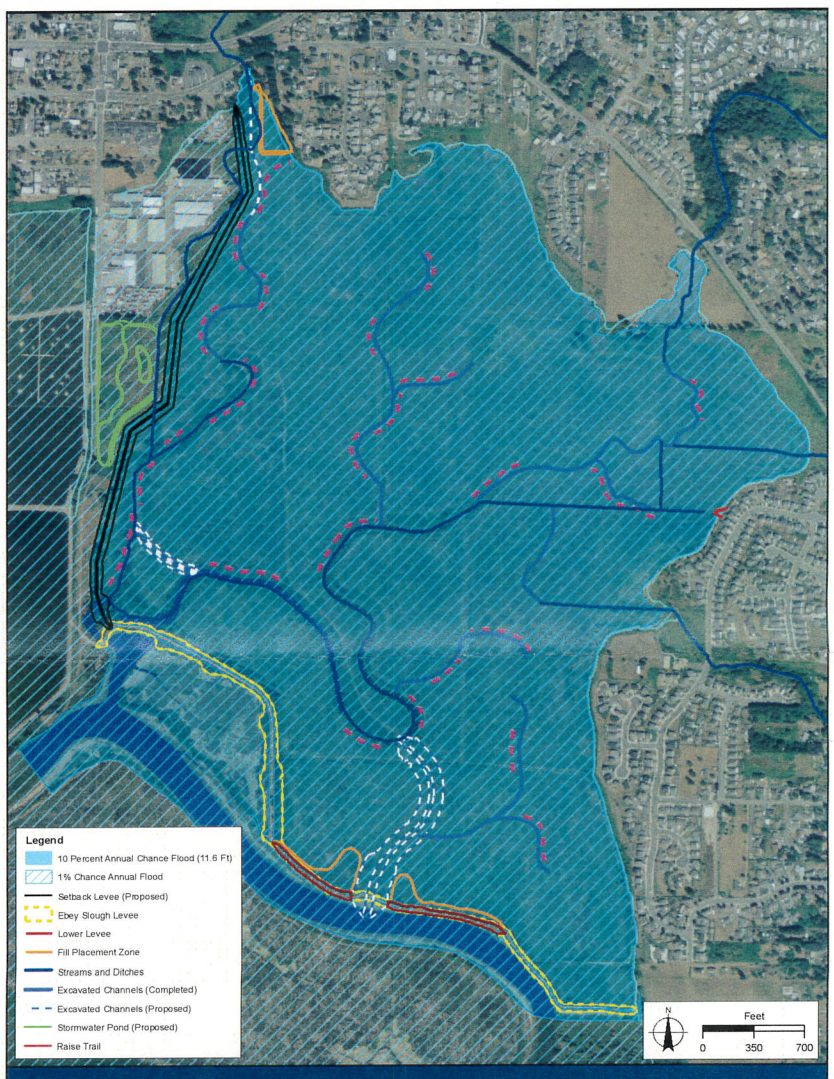
CURRENT CONDITIONS



1% ANNUAL CHANCE OF FLOOD (12.7 FT)



MEAN HIGH WATER (9.2 FT)



10% ANNUAL CHANCE OF FLOOD (11.6 FT)

Qwuloolt Restoration Project

Revegetation

Corps & Tribe PPA

PROJECT PARTNERSHIP AGREEMENT
BETWEEN
THE DEPARTMENT OF THE ARMY
AND
TULALIP TRIBES OF WASHINGTON
FOR
DESIGN AND CONSTRUCTION
OF THE
QWULOOLT, SNOHOMISH ESTUARY, MARYSVILLE, WASHINGTON
ECOSYSTEM RESTORATION PROJECT

THIS AGREEMENT is entered into this 23rd day of November, 2011, by and between the Department of the Army (hereinafter the "Government"), represented by the U.S. Army Engineer, Seattle District and Tulalip Tribes of Washington (hereinafter the "Non-Federal Sponsor"), represented by the Chairman of the Tulalip Tribes.

WITNESSETH, THAT:

WHEREAS, design and construction of the Qwuloolt Ecosystem Restoration Project for ecosystem restoration (hereinafter the "*Project*", as defined in Article I.A. of this Agreement) at Marysville, Washington, was approved by Northwestern Division Commander on May 17, 2011 pursuant to the authority contained in Section 544 of the Water Resources Development Act of 2000, Public Law 106-541 (hereinafter "Section 544");

WHEREAS, Section 544 provides that $40,000,000 in Federal funds are authorized to be appropriated to carry out critical restoration projects pursuant to Section 544 in the area of Puget Sound, Washington and adjacent waters of which no more than $5,000,000 in Federal funds may be used to carry out any one critical restoration project;

WHEREAS, Qwuloolt Ecosystem Restoration Project, Marysville, Washington is a critical restoration project as that term is defined by Section 544(b) of the Water Resource Development Act of 2000, Public Law 106-541.

WHEREAS, the Government and the Non-Federal Sponsor desire to enter into a Project Partnership Agreement (hereinafter the "Agreement") for design and construction of the *Project*;

WHEREAS, Section 544 of the Water Resources Development Act of 2000, Public Law 106-541, specifies the cost-sharing requirements applicable to the *Project*;

WHEREAS, the Non-Federal Sponsor desires to perform certain work (hereinafter the "*non-Federal work*" as defined in Article I.N. of this Agreement) which

is a part of the *Project* and receive credit up to 50 percent of the amount of its required contributions for the *Project* for the costs of such work;

WHEREAS, Section 221 of the Flood Control Act of 1970, Public Law 91-611, as amended (42 U.S.C. 1962d-5b), and Section 103(j) of the Water Resources Development Act of 1986, Public Law 99-662, as amended (33 U.S.C. 2213(j)), provide, *inter alia*, that the Secretary of the Army shall not commence construction of any water resources project, or separable element thereof, until each non-Federal interest has entered into a written agreement to furnish its required cooperation for the project or separable element;

WHEREAS, the Government and Non-Federal Sponsor have the full authority and capability to perform as hereinafter set forth and intend to cooperate in cost-sharing and financing of the *Project* in accordance with the terms of this Agreement; and

WHEREAS, the Government and the Non-Federal Sponsor, in connection with this Agreement, desire to foster a partnering strategy and a working relationship between the Government and the Non-Federal Sponsor through a mutually developed formal strategy of commitment and communication embodied herein, which creates an environment where trust and teamwork prevent disputes, foster a cooperative bond between the Government and the Non-Federal Sponsor, and facilitate the successful implementation of the *Project*.

NOW, THEREFORE, the Government and the Non-Federal Sponsor agree as follows:

ARTICLE I - DEFINITIONS

A. The term "*Project*" shall mean the lowering and breaching the Ebey Slough Dike in specific locations; construction of approximately 4,500 feet of setback levee; relocation and restoration of the mouth of Allen Creek; and closure of existing tide gates at the current mouth of Allen Creek all as generally described in the Qwuloolt Section 544 Ecosystem Restoration Project, Snohomish Estuary near Marysville, Washington, Detailed Project Report dated April 2011 and approved by Commander, Northwestern Division on May 17, 2011. The term includes the *non-Federal work* described in paragraph N. of this Article.

B. The term "*total project costs*" shall mean the sum of all costs incurred by the Non-Federal Sponsor and the Government in accordance with the terms of this Agreement directly related to design and construction of the *Project* and the *pre-Agreement design costs* incurred by the Government. Subject to the provisions of this Agreement, the term shall include, but is not necessarily limited to: the Government's *pre-Agreement design costs* and the Government's design costs incurred after the effective date of this Agreement; the Government's costs of preparation of environmental compliance documentation in accordance with Article II.A.2. of this Agreement; the Government's engineering and design costs during construction; the Non-Federal Sponsor's and the Government's costs of investigations to identify the existence and extent of hazardous substances in accordance with Article XIV.A. of this Agreement; the Government's costs of historic preservation

activities in accordance with Article XVII.A. and Article XVII.C.1. of this Agreement; the Government's actual construction costs; the costs of the *non-Federal work* determined in accordance with Article II.B.4. of this Agreement; the Government's supervision and administration costs; the Non-Federal Sponsor's and the Government's costs of participation in the Project Coordination Team in accordance with Article V of this Agreement; the Government's costs of contract dispute settlements or awards; the value of lands, easements, rights-of-way, *relocations*, and improvements required on lands, easements, and rights-of-way to enable the disposal of dredged or excavated material for which the Government affords credit in accordance with Article IV of this Agreement or for which reimbursement by the Government is required pursuant to Article II.B.3. of this Agreement; and the Non-Federal Sponsor's and the Government's costs of audit in accordance with Article X.B. and Article X.C. of this Agreement. The term does not include any costs for operation, maintenance, repair, rehabilitation, or replacement of the *Project*; any costs of *betterments* under Article II.H.2. of this Agreement; any costs of dispute resolution under Article VII of this Agreement; the Government's costs for data recovery activities associated with historic preservation in accordance with Article XVII.C.3. and Article XVII.C.4. of this Agreement; or the Non-Federal Sponsor's costs of negotiating this Agreement.

C. The term "*period of design and construction*" shall mean the time from the effective date of this Agreement to the date that construction of the *Project* is complete, as determined by the Government, or the date that this Agreement is terminated in accordance with Article XIII or Article XIV.C. of this Agreement, whichever is earlier.

D. The term "*financial obligations for design and construction*" shall mean the financial obligations of the Government and the costs for the *non-Federal work*, as determined by the Government, that result or would result in costs that are or would be included in *total project costs* except for obligations pertaining to the provision of lands, easements, and rights-of-way, the performance of *relocations*, and the construction of improvements required on lands, easements, and rights-of-way to enable the disposal of dredged or excavated material.

E. The term "*non-Federal proportionate share*" shall mean the ratio of the sum of the costs included in *total project costs* for the *non-Federal work*, as determined by the Government, and the Non-Federal Sponsor's total contribution of funds required by Article II.B.2. and Article II.C.2. of this Agreement to *financial obligations for design and construction*, as projected by the Government.

F. The term "*highway*" shall mean any highway, roadway, street, or way, including any bridge thereof, that is owned by a public entity.

G. The term "*relocation*" shall mean providing a functionally equivalent facility to the owner of a utility, cemetery, *highway*, railroad, or public facility when such action is authorized in accordance with applicable legal principles of just compensation. Providing a functionally equivalent facility may take the form of alteration, lowering, raising, or replacement and attendant demolition of the affected facility or part thereof.

H. The term "*functional portion of the Project*" shall mean a portion of the *Project* for which construction has been completed and that can function independently, as determined by the U.S. Army Engineer, Seattle District (hereinafter the "District Engineer") in writing, although the remainder of the *Project* is not complete.

I. The term "*betterment*" shall mean a difference in the design or construction of an element of the *Project* that results from the application of standards that the Government determines exceed those that the Government would otherwise apply to the design or construction of that element. The term does not include any design or construction for features not included in the *Project* as defined in paragraph A. of this Article.

J. The term "*Federal program funds*" shall mean funds provided by a Federal agency, other than the Department of the Army, plus any non-Federal contribution required as a matching share therefor.

K. The term "*Section 544 Project Limit*" shall mean the $5,000,000 statutory limitation on the Government's financial participation in the planning, design, and construction of the *Project* as specified in Section 544 of the Water Resources Development Act of 2000, Public Law 106-541.

L. The term "*Section 544 Program Limit*" shall mean the statutory limitation on the Government's appropriations for planning, design, and construction of all projects implemented pursuant to Section 544 of the Water Resources Development Act of 2000, Public Law 106-541. As of the effective date of this Agreement, such limitation is $40,000,000.

M. The term "*fiscal year*" shall mean one year beginning on October 1 and ending on September 30.

N. The term "*non-Federal work*" shall mean the services, materials, or supplies necessary to execute the *Project* including the design, construction, supervision and administration, and other activities associated with design and construction of such work performed by the Non-Federal Sponsor after the effective date of this Agreement. The term does not include the design or construction of *betterments* or the provision of lands, easements, rights-of-way, *relocations*, or the construction of improvements required on lands, easements, and rights-of-way to enable the disposal of dredged or excavated material that are associated with the non-Federal work.

O. The term "*pre-Agreement design costs*" shall mean all costs that were incurred by the Government prior to the effective date of this Agreement for design of the *Project*.

ARTICLE II - OBLIGATIONS OF THE GOVERNMENT AND THE NON-FEDERAL SPONSOR

A. The Government, subject to receiving funds appropriated by the Congress of the United States (hereinafter the "Congress") and using those funds and funds provided by the Non-Federal Sponsor, expeditiously shall design and construct the *Project*, except for the *non-Federal work*, applying those procedures usually applied to Federal projects, in accordance with Federal laws, regulations, and policies. The Non-Federal Sponsor expeditiously shall perform the *non-Federal work* in accordance with applicable Federal laws, regulations, and policies.

1. The Government shall not issue the solicitation for the first contract for design of the *Project* or commence design of the *Project* using the Government's own forces until the Non-Federal Sponsor has confirmed in writing its willingness to proceed with the *Project*.

2. The Government shall develop and coordinate as required, an Environmental Assessment and Finding of No Significant Impact or an Environmental Impact Statement and Record of Decision, as necessary, to inform the public regarding the environmental impacts of the *Project* in accordance with the National Environmental Policy Act of 1969 (42 U.S.C. 4321–4347; hereinafter "NEPA"). However, neither the Government nor the Non-Federal Sponsor shall issue the solicitation for the first construction contract for the *Project* or commence construction of the *Project* using its own forces until all applicable environmental laws and regulations have been complied with, including, but not limited to NEPA and Section 401 of the Federal Water Pollution Control Act (33 U.S.C. 1341).

3. The Government shall afford the Non-Federal Sponsor the opportunity to review and comment on the solicitations for all Government contracts for construction, including relevant plans and specifications, prior to the Government's issuance of such solicitations. To the extent possible, the Government shall afford the Non-Federal Sponsor the opportunity to review and comment on all proposed contract modifications, including change orders. In any instance where providing the Non-Federal Sponsor with notification of a contract modification is not possible prior to execution of the contract modification, the Government shall provide such notification in writing at the earliest date possible. To the extent possible, the Government also shall afford the Non-Federal Sponsor the opportunity to review and comment on all contract claims prior to resolution thereof. The Government shall consider in good faith the comments of the Non-Federal Sponsor, but the contents of solicitations, award of contracts or commencement of design or construction using the Government's own forces, execution of contract modifications, resolution of contract claims, and performance of all work on the *Project*, except for the *non-Federal work*, shall be exclusively within the control of the Government.

4. At the time the District Engineer furnishes the contractor with the Government's Written Notice of Acceptance of Completed Work for each contract

awarded by the Government for the *Project*, the District Engineer shall furnish a copy thereof to the Non-Federal Sponsor.

5. The Non-Federal Sponsor shall afford the Government the opportunity to review and comment on the solicitations for all contracts for the *non-Federal work*, including relevant plans and specifications, prior to the Non-Federal Sponsor's issuance of such solicitations. To the extent possible, the Non-Federal Sponsor shall afford the Government the opportunity to review and comment on all proposed contract modifications, including change orders. In any instance where providing the Government with notification of a contract modification is not possible prior to execution of the contract modification, the Non-Federal Sponsor shall provide such notification in writing at the earliest date possible. To the extent possible, the Non-Federal Sponsor also shall afford the Government the opportunity to review and comment on all contract claims prior to resolution thereof. The Non-Federal Sponsor shall consider in good faith the comments of the Government but, except as otherwise required in paragraph B.4. of this Article, the contents of solicitations, award of contracts or commencement of design or construction using the Non-Federal Sponsor's own forces, execution of contract modifications, resolution of contract claims, and performance of all work on the *non-Federal work* shall be exclusively within the control of the Non-Federal Sponsor.

6. At the time the Non-Federal Sponsor furnishes a contractor with a notice of acceptance of completed work for each contract awarded by the Non-Federal Sponsor for the *non-Federal work*, the Non-Federal Sponsor shall furnish a copy thereof to the Government.

B. The Non-Federal Sponsor shall contribute 35 percent of *total project costs* in accordance with the provisions of this paragraph.

1. In accordance with Article III of this Agreement, the Non-Federal Sponsor shall provide all lands, easements, and rights-of-way, including those required for *relocations*, the borrowing of material, and the disposal of dredged or excavated material, shall perform or ensure performance of all *relocations*, and shall construct improvements required on lands, easements, and rights-of-way to enable the disposal of dredged or excavated material that the Government determines to be required or to be necessary for construction, operation, and maintenance of the *Project*.

2. The Non-Federal Sponsor shall provide funds in accordance with Article VI.B. of this Agreement in the amount necessary to meet the Non-Federal Sponsor's required share of 35 percent of *total project costs* if the Government projects at any time that the collective value of the following contributions will be less than such required share: (a) the value of the Non-Federal Sponsor's contributions under paragraph B.1. of this Article as determined in accordance with Article IV of this Agreement; and (b) the value of the Non-Federal Sponsor's contributions under Article V, Article X, and Article XIV.A. of this Agreement.

3. The Government, subject to the availability of funds and as limited by paragraph B.6. of this Article, the *Section 544 Project Limit*, and the *Section 544 Program Limit*, shall refund or reimburse to the Non-Federal Sponsor any contributions in excess of 35 percent of *total project costs* if the Government determines at any time that the collective value of the following contributions has exceeded 35 percent of *total project costs*: (a) the value of the Non-Federal Sponsor's contributions under paragraph B.1. of this Article as determined in accordance with Article IV of this Agreement; (b) the value of the Non-Federal Sponsor's contributions under paragraph B.2. of this Article; and (c) the value of the Non-Federal Sponsor's contributions under Article V, Article X, and Article XIV.A. of this Agreement. After such a determination, the Government, in its sole discretion, may acquire any remaining lands, easements, and rights-of-way required for the *Project*, perform any remaining *relocations* necessary for the *Project*, or construct any remaining improvements required on lands, easements, and rights-of-way to enable the disposal of dredged or excavated material required for the *Project* on behalf of the Non-Federal Sponsor. Notwithstanding the acquisition of lands, easements, and rights-of-way, performance of *relocations*, or construction of improvements required on lands, easements, and rights-of-way to enable the disposal of dredged or excavated material by the Government under this paragraph, the Non-Federal Sponsor shall be responsible, as between the Government and the Non-Federal Sponsor, for any costs of cleanup and response in accordance with Article XIV.C. of this Agreement.

4. The Government shall determine and include in *total project costs* any costs incurred by the Non-Federal Sponsor for *non-Federal work*, subject to the conditions and limitations of this paragraph. The Non-Federal Sponsor in a timely manner shall provide the Government with such documents as are sufficient to enable the Government to determine the amount of costs to be included in *total project costs* for *non-Federal work*.

a. The Non-Federal Sponsor shall not commence construction of the *non-Federal work* until the designs, detailed plans and specifications, and arrangements for the prosecution of such work have been approved by the Government. Changes proposed by the Non-Federal Sponsor to approved designs and plans and specifications also must be approved by the Government in advance of the related construction. Upon completion of the *non-Federal work*, the Non-Federal Sponsor shall furnish to the Government a copy of all final as-built drawings for the construction portion of such work.

b. *Non-Federal work* shall be subject to an on-site inspection and certification by the Government that the work was accomplished in a satisfactory manner and in accordance with the provisions of this Agreement and is suitable for inclusion in the *Project*.

c. The Non-Federal Sponsor's costs for *non-Federal work* that may be eligible for inclusion in *total project costs* pursuant to this Agreement shall be subject to an audit in accordance with Article X.C. of this Agreement to determine the reasonableness, allocability and allowability of such costs.

d. The Non-Federal Sponsor's costs for *non-Federal work* that may be eligible for inclusion in *total project costs* pursuant to this Agreement are not subject to interest charges, nor are they subject to adjustment to reflect changes in price levels between the time the *non-Federal work* is completed and the time the costs are included in *total project costs*.

e. The Government shall not include in *total project costs* any costs for *non-Federal work* paid by the Non-Federal Sponsor using *Federal program funds* unless the Federal agency providing the Federal portion of such funds verifies in writing that expenditure of such funds for such purpose is expressly authorized by Federal law.

f. The Government shall not include in *total project costs* any costs for *non-Federal work* in excess of the Government's estimate of the costs of the *non-Federal work* if the work had been accomplished by the Government.

g. In the performance of the construction portion of the *non-Federal work*, the Non-Federal Sponsor must comply with applicable Federal labor laws covering non-Federal construction, including, but not limited to, 40 U.S.C. 3141-3148 and 40 U.S.C. 3701-3708 (revising, codifying and enacting without substantive change the provisions of the Davis-Bacon Act (formerly 40 U.S.C. 276a *et seq.*), the Contract Work Hours and Safety Standards Act (formerly 40 U.S.C. 327 *et seq.*) and the Copeland Anti-Kickback Act (formerly 40 U.S.C. 276c)). Costs for the construction portion of *non-Federal work* may be excluded from *total project costs* by the Government, in whole or in part, as a result of the Non-Federal Sponsor's failure to comply with its obligations under these laws.

5. The Government, in accordance with this paragraph, shall afford credit toward the Non-Federal Sponsor's contribution of funds required under paragraph B.2. of this Article for the costs of the *non-Federal work* determined in accordance with paragraph B.4. of this Article. However, the maximum amount of credit that can be afforded for the *non-Federal work* shall not exceed the least of the following amounts as determined by the Government: (a) the Non-Federal Sponsor's contribution of funds required under paragraph B.2. of this Article; (b) the costs of the *non-Federal work* determined in accordance with paragraph B.4. of this Article; or (c) 50 percent of the Non-Federal Sponsor's share of *total project costs*.

6. Notwithstanding any other provision of this Agreement, the Non-Federal Sponsor shall not be entitled to reimbursement of any costs of *non-Federal work* determined in accordance with paragraph B.4. of this Article and included in *total project costs* that exceed the amount of credit afforded for the *non-Federal work* determined in accordance with paragraph B.5. of this Article and the Non-Federal Sponsor shall be responsible for 100 percent of all costs of *non-Federal work* included in *total project costs* that exceed the amount of credit afforded.

C. Notwithstanding any other provision of this Agreement, Federal financial participation in the *Project* is limited by the following provisions of this paragraph.

1. In the event the Government projects that the amount of Federal funds the Government will make available to the *Project* through the then-current *fiscal year*, or the amount of Federal funds the Government will make available for the *Project* through the upcoming *fiscal year*, is not sufficient to meet the Federal share of *total project costs* and the Federal share of costs for data recovery activities associated with historic preservation in accordance with Article XVII.C.3. and Article XVII.C.4. of this Agreement that the Government projects to be incurred through the then-current or upcoming *fiscal year*, as applicable, the Government shall notify the Non-Federal Sponsor in writing of such insufficiency of funds and of the date the Government projects that the Federal funds that will have been made available to the *Project* will be exhausted. Upon the exhaustion of Federal funds made available by the Government to the *Project*, future performance under this Agreement shall be suspended and the parties shall proceed in accordance with Article XIII.B. of this Agreement.

2. In accordance with Section 544 of the Water Resources Development Act of 2000, Public Law 106-541, the Government's total financial obligations for planning, design, and construction of the *Project* (except for costs incurred on behalf of the Non-Federal Sponsor in accordance with paragraph H. of this Article) shall not exceed the *Section 544 Project Limit*. Notwithstanding any other provision of this Agreement, the Non-Federal Sponsor shall be responsible for all costs in excess of this limit and shall pay any such costs in accordance with Article VI.B. of this Agreement.

3. If the Government determines that the total amount of Federal funds provided by Congress for all projects implemented pursuant to Section 544 has reached the *Section 544 Program Limit*, and the Government projects that the Federal funds the Government will make available to the *Project* within the *Section 544 Program Limit* will not be sufficient to meet the Federal share of *total project costs* and the Federal share of costs for data recovery activities associated with historic preservation in accordance with Article XVII.C.3. and Article XVII.C.4. of this Agreement, the Government shall notify the Non-Federal Sponsor in writing of such insufficiency of funds and of the date the Government projects that the Federal funds that will have been made available to the *Project* will be exhausted. Upon the exhaustion of Federal funds made available by the Government to the *Project* within the *Section 544 Program Limit*, future performance under this Agreement shall be suspended and the parties shall proceed in accordance with Article XIII.B. of this Agreement.

4. As of the effective date of this Agreement, $6,525,297 of Federal funds has been provided by Congress for the Section 544 Program of which $750,000 is currently projected to be available for the *Project*. The Government makes no commitment to request Congress to provide additional Federal funds for the Section 544 Program or the *Project*. Further, the Government's financial participation in the *Project* is limited to the Federal funds that the Government makes available to the *Project*.

D. When the District Engineer determines that the entire *Project*, or a *functional portion of the Project*, is complete, the District Engineer shall so notify the Non-Federal Sponsor in writing and furnish the Non-Federal Sponsor with a final Operation, Maintenance, Repair, Rehabilitation, and Replacement Manual (hereinafter the "OMRR&R Manual") or, if the final OMRR&R Manual is not available, an interim OMRR&R Manual for the entire *Project* or such completed portion. Upon such notification, the Government also shall furnish to the Non-Federal Sponsor a copy of all final as-built drawings for the portion of the *Project* for which the Government awarded a construction contract, or the Government constructed using its own forces, if such drawings are available. Not later than 6 months after such notification by the Government that the entire *Project* is complete, the Government shall furnish the Non-Federal Sponsor with all final as-built drawings for the portion of the *Project* for which the Government awarded a construction contract, or the Government constructed using its own forces, and also shall furnish the Non-Federal Sponsor with the final OMRR&R Manual for the entire *Project*. In the event all final as-built drawings for the portion of the *Project* for which the Government awarded a construction contract, or the Government constructed using its own forces, or the final OMRR&R Manual for the entire *Project* cannot be completed within the 6 month period, the Government shall provide written notice to the Non-Federal Sponsor, and the Government and the Non-Federal Sponsor shall negotiate an acceptable completion date for furnishing such documents. Further, after completion of all contracts for the *Project*, copies of all of the Government's and Non-Federal Sponsor's Written Notices of Acceptance of Completed Work for all contracts for the *Project* that have not been provided to the other party previously shall be provided to the Non-Federal Sponsor and/or the Government, as appropriate.

E. Upon notification from the District Engineer in accordance with paragraph D. of this Article, the Non-Federal Sponsor shall operate, maintain, repair, rehabilitate, and replace the entire *Project*, or the *functional portion of the Project* as the case may be, in accordance with Article VIII of this Agreement.

F. Upon conclusion of the *period of design and construction*, the Government shall conduct an accounting, in accordance with Article VI.C. of this Agreement, and furnish the results to the Non-Federal Sponsor.

G. The Non-Federal Sponsor shall not use *Federal program funds* to meet any of its obligations for the *Project* under this Agreement unless the Federal agency providing the Federal portion of such funds verifies in writing that expenditure of such funds for such purpose is expressly authorized by Federal law.

H. The Non-Federal Sponsor may request the Government to perform or provide, on behalf of the Non-Federal Sponsor, one or more of the services (hereinafter the "additional work") described in this paragraph. Such requests shall be in writing and shall describe the additional work requested to be performed or provided. If in its sole discretion the Government elects to perform or provide the requested additional work or any portion thereof, it shall so notify the Non-Federal Sponsor in a writing that sets forth

any applicable terms and conditions, which must be consistent with this Agreement. In the event of conflict between such a writing and this Agreement, this Agreement shall control. The Non-Federal Sponsor shall be solely responsible for all costs of the additional work performed or provided by the Government under this paragraph and shall pay all such costs in accordance with Article VI.D. of this Agreement.

1. Acquisition of lands, easements, and rights-of-way; performance of *relocations*; or construction of improvements required on lands, easements, and rights-of-way to enable the disposal of dredged or excavated material for the *Project*. Notwithstanding acquisition of lands, easements, and rights-of-way, performance of *relocations*, or construction of improvements by the Government, the Non-Federal Sponsor shall be responsible, as between the Government and the Non-Federal Sponsor, for any costs of cleanup and response in accordance with Article XIV.C. of this Agreement.

2. Inclusion of *betterments* in the design or construction of the *Project*. In the event the Government elects to include any such *betterments*, the Government shall allocate the costs of the *Project* features that include *betterments* between *total project costs* and the costs of the *betterments*.

I. The Non-Federal Sponsor shall prevent obstructions or encroachments on the *Project* (including prescribing and enforcing regulations to prevent such obstructions or encroachments) such as any new developments on *Project* lands, easements, and rights-of-way or the addition of facilities which might reduce the outputs produced by the *Project*, hinder operation and maintenance of the *Project*, or interfere with the *Project's* proper function.

J. The Non-Federal Sponsor shall not use the *Project*, or the lands, easements, and rights-of-way required pursuant to Article III of this Agreement, as a wetlands bank or mitigation credit for any other project.

ARTICLE III - LANDS, EASEMENTS, RIGHTS-OF-WAY, RELOCATIONS, DISPOSAL AREA IMPROVEMENTS, AND COMPLIANCE WITH PUBLIC LAW 91-646, AS AMENDED

A. The Government, after consultation with the Non-Federal Sponsor, shall determine the lands, easements, and rights-of-way required for construction, operation, and maintenance of the *Project*, including those required for *relocations*, the borrowing of material, and the disposal of dredged or excavated material. The Government in a timely manner shall provide the Non-Federal Sponsor with general written descriptions, including maps as appropriate, of the lands, easements, and rights-of-way that the Government determines the Non-Federal Sponsor must provide, in detail sufficient to enable the Non-Federal Sponsor to fulfill its obligations under this paragraph, and shall provide the Non-Federal Sponsor with a written notice to proceed with acquisition of such lands, easements, and rights-of-way. Prior to the issuance of the solicitation for each Government contract

for construction of the *Project*, or prior to the Government initiating construction of a portion of the *Project* using the Government's own forces, the Non-Federal Sponsor shall acquire all lands, easements, and rights-of-way the Government determines the Non-Federal Sponsor must provide for that work and shall provide the Government with authorization for entry thereto. Furthermore, prior to the end of the *period of design and construction*, the Non-Federal Sponsor shall acquire all lands, easements, and rights-of-way required for construction, operation, and maintenance of the *Project*, as set forth in such descriptions, and shall provide the Government with authorization for entry thereto. The Non-Federal Sponsor shall ensure that lands, easements, and rights-of-way that the Government determines to be required for the *Project* and that were provided by the Non-Federal Sponsor are retained in public ownership for uses compatible with the authorized purposes of the *Project*.

B. The Government, after consultation with the Non-Federal Sponsor, shall determine the *relocations* necessary for construction, operation, and maintenance of the *Project*, including those necessary to enable the borrowing of material or the disposal of dredged or excavated material. The Government in a timely manner shall provide the Non-Federal Sponsor with general written descriptions, including maps as appropriate, of such *relocations* in detail sufficient to enable the Non-Federal Sponsor to fulfill its obligations under this paragraph, and shall provide the Non-Federal Sponsor with a written notice to proceed with such *relocations*. Prior to the issuance of the solicitation for each Government contract for construction of the *Project*, or prior to the Government initiating construction of a portion of the *Project* using the Government's own forces, the Non-Federal Sponsor shall prepare or ensure the preparation of plans and specifications for, and perform or ensure the performance of, all *relocations* the Government determines to be necessary for that work. Furthermore, prior to the end of the *period of design and construction*, the Non-Federal Sponsor shall perform or ensure performance of all *relocations* as set forth in such descriptions.

C. The Government, after consultation with the Non-Federal Sponsor, shall determine the improvements required on lands, easements, and rights-of-way to enable the disposal of dredged or excavated material associated with construction, operation, and maintenance of the *Project*. Such improvements may include, but are not necessarily limited to, retaining dikes, wasteweirs, bulkheads, embankments, monitoring features, stilling basins, and de-watering pumps and pipes. The Government in a timely manner shall provide the Non-Federal Sponsor with general written descriptions, including maps as appropriate, of such improvements in detail sufficient to enable the Non-Federal Sponsor to fulfill its obligations under this paragraph, and shall provide the Non-Federal Sponsor with a written notice to proceed with construction of such improvements. Prior to the issuance of the solicitation for each Government contract for construction of the *Project*, or prior to the Government initiating construction of a portion of the *Project* using the Government's own forces, the Non-Federal Sponsor shall prepare plans and specifications for all improvements the Government determines to be required for the disposal of dredged or excavated material under that contract, submit such plans and specifications to the Government for approval, and provide such improvements in accordance with the approved plans and specifications. Furthermore, prior to the end of the *period of design and*

construction, the Non-Federal Sponsor shall provide all improvements set forth in such descriptions.

D. The Non-Federal Sponsor shall comply with the applicable provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Public Law 91-646, as amended (42 U.S.C. 4601-4655), and the Uniform Regulations contained in 49 C.F.R. Part 24, in acquiring lands, easements, and rights-of-way required for construction, operation, and maintenance of the *Project*, including those required for *relocations*, the borrowing of material, or the disposal of dredged or excavated material, and shall inform all affected persons of applicable benefits, policies, and procedures in connection with said Act.

ARTICLE IV - CREDIT FOR VALUE OF LANDS, EASEMENTS, RIGHTS-OF-WAY, RELOCATIONS, AND DISPOSAL AREA IMPROVEMENTS

A. The Government shall include in *total project costs* and afford credit toward the Non-Federal Sponsor's share of *total project costs* for the value of the lands, easements, and rights-of-way that the Non-Federal Sponsor must provide pursuant to Article III.A. of this Agreement; for the value of the *relocations* that the Non-Federal Sponsor must perform or for which it must ensure performance pursuant to Article III.B. of this Agreement; and for the value of the improvements required on lands, easements, and rights-of-way to enable the disposal of dredged or excavated material that the Non-Federal Sponsor must provide pursuant to Article III.C. of this Agreement. However, no amount shall be included in *total project costs*, no credit shall be afforded, and no reimbursement shall be provided for the value of any lands, easements, rights-of-way, *relocations*, or improvements required on lands, easements, and rights-of-way to enable the disposal of dredged or excavated material that have been provided previously as an item of cooperation for another Federal project. In addition, no amount shall be included in *total project costs*, no credit shall be afforded, and no reimbursement shall be provided for the value of lands, easements, rights-of-way, *relocations*, or improvements required on lands, easements, and rights-of-way to enable the disposal of dredged or excavated material that were acquired or performed using *Federal program funds* unless the Federal agency providing the Federal portion of such funds verifies in writing that affording credit for the value of such items is expressly authorized by Federal law.

B. The Non-Federal Sponsor in a timely manner shall provide the Government with such documents as are sufficient to enable the Government to determine the value of any contribution provided pursuant to Article III.A., Article III.B., or Article III.C. of this Agreement. Upon receipt of such documents, the Government in a timely manner shall determine the value of such contributions for the purpose of including such value in *total project costs* and for determining the amount of credit to be afforded or reimbursement to be provided in accordance with the provisions of this Agreement.

C. For the purposes of determining the value to be included in *total project costs* and the amount of credit to be afforded or reimbursement to be provided in accordance

with this Agreement and except as otherwise provided in paragraph G. of this Article, the value of lands, easements, and rights-of-way, including those required for *relocations*, the borrowing of material, and the disposal of dredged or excavated material, shall be the fair market value of the real property interests, plus certain incidental costs of acquiring those interests, as determined in accordance with the provisions of this paragraph.

1. Date of Valuation.

a. The fair market value of lands, easements, or rights-of-way owned by the Non-Federal Sponsor on the effective date of this Agreement shall be the fair market value of such real property interests as of the date the Non-Federal Sponsor provides the Government with authorization for entry thereto. However, for lands, easements, or rights-of-way owned by the Non-Federal Sponsor on the effective date of this Agreement that are required for the *non-Federal work*, fair market value shall be the value of such real property interests as of the date the Non-Federal Sponsor awarded the first construction contract for the *non-Federal work*, or, if the Non-Federal Sponsor performed the construction with its own forces, the date that the Non-Federal Sponsor began construction of the *non-Federal work*.

b. The fair market value of lands, easements, or rights-of-way acquired by the Non-Federal Sponsor after the effective date of this Agreement shall be the fair market value of such real property interests at the time the interests are acquired.

2. General Valuation Procedure. Except as provided in paragraph C.3. or paragraph C.5. of this Article, the fair market value of lands, easements, or rights-of-way shall be determined in accordance with the provisions of this paragraph.

a. The Non-Federal Sponsor shall obtain, for each real property interest, an appraisal that is prepared by a qualified appraiser who is acceptable to the Non-Federal Sponsor and the Government. The Non-Federal Sponsor shall provide the Government with the appraisal no later than 6 months after the Non-Federal Sponsor provides the Government with an authorization for entry for such real property interest. The appraisal must be prepared in accordance with the applicable rules of just compensation, as specified by the Government. The fair market value shall be the amount set forth in the Non-Federal Sponsor's appraisal, if such appraisal is approved by the Government. In the event the Government does not approve the Non-Federal Sponsor's appraisal, the Non-Federal Sponsor may obtain a second appraisal, and the fair market value shall be the amount set forth in the Non-Federal Sponsor's second appraisal, if such appraisal is approved by the Government. In the event the Government does not approve the Non-Federal Sponsor's second appraisal, the Non-Federal Sponsor chooses not to obtain a second appraisal, or the Non-Federal Sponsor does not provide the first appraisal as required in this paragraph, the Government shall obtain an appraisal, and the fair market value shall be the amount set forth in the Government's appraisal, if such appraisal is approved by the Non-Federal Sponsor. In the event the Non-Federal Sponsor does not approve the Government's appraisal, the Government, after consultation with the Non-

Federal Sponsor, shall consider the Government's and the Non-Federal Sponsor's appraisals and determine an amount based thereon, which shall be deemed to be the fair market value.

b. Where the amount paid or proposed to be paid by the Non-Federal Sponsor for the real property interest exceeds the amount determined pursuant to paragraph C.2.a. of this Article, the Government, at the request of the Non-Federal Sponsor, shall consider all factors relevant to determining fair market value and, in its sole discretion, after consultation with the Non-Federal Sponsor, may approve in writing an amount greater than the amount determined pursuant to paragraph C.2.a. of this Article, but not to exceed the amount actually paid or proposed to be paid. If the Government approves such an amount, the fair market value shall be the lesser of the approved amount or the amount paid by the Non-Federal Sponsor, but no less than the amount determined pursuant to paragraph C.2.a. of this Article.

3. Eminent Domain Valuation Procedure. For lands, easements, or rights-of-way acquired by eminent domain proceedings instituted after the effective date of this Agreement, the Non-Federal Sponsor, prior to instituting such proceedings, shall submit to the Government notification in writing of its intent to institute such proceedings and an appraisal of the specific real property interests to be acquired in such proceedings. The Government shall have 60 calendar days after receipt of such a notice and appraisal within which to review the appraisal, if not previously approved by the Government in writing.

a. If the Government previously has approved the appraisal in writing, or if the Government provides written approval of, or takes no action on, the appraisal within such 60 day period, the Non-Federal Sponsor shall use the amount set forth in such appraisal as the estimate of just compensation for the purpose of instituting the eminent domain proceeding.

b. If the Government provides written disapproval of the appraisal, including the reasons for disapproval, within such 60 day period, the Government and the Non-Federal Sponsor shall consult in good faith to promptly resolve the issues or areas of disagreement that are identified in the Government's written disapproval. If, after such good faith consultation, the Government and the Non-Federal Sponsor agree as to an appropriate amount, then the Non-Federal Sponsor shall use that amount as the estimate of just compensation for the purpose of instituting the eminent domain proceeding. If, after such good faith consultation, the Government and the Non-Federal Sponsor cannot agree as to an appropriate amount, then the Non-Federal Sponsor may use the amount set forth in its appraisal as the estimate of just compensation for the purpose of instituting the eminent domain proceeding.

c. For lands, easements, or rights-of-way acquired by eminent domain proceedings instituted in accordance with paragraph C.3. of this Article, fair market value shall be either the amount of the court award for the real property interests taken, to the extent the Government determined such interests are required for construction, operation, and maintenance of the *Project*, or the amount of any stipulated settlement or portion thereof that the Government approves in writing.

4. Incidental Costs. For lands, easements, or rights-of-way acquired by the Non-Federal Sponsor within a five year period preceding the effective date of this Agreement, or at any time after the effective date of this Agreement, the value of the interest shall include the documented incidental costs of acquiring the interest, as determined by the Government, subject to an audit in accordance with Article X.C. of this Agreement to determine reasonableness, allocability, and allowability of such costs. In the event the Government modifies its determination made pursuant to Article III.A. of this Agreement, the Government shall afford credit for the documented incidental costs associated with preparing to acquire the lands, easements, or rights-of-way identified in the original determination, subject to an audit in accordance with Article X.C. of this Agreement to determine reasonableness, allocability, and allowability of such costs. Such incidental costs shall include, but not necessarily be limited to, closing and title costs, appraisal costs, survey costs, attorney's fees, plat maps, mapping costs, actual amounts expended for payment of any relocation assistance benefits provided in accordance with Article III.D. of this Agreement, and other payments by the Non-Federal Sponsor for items that are generally recognized as compensable, and required to be paid, by applicable state law due to the acquisition of a real property interest in accordance with Article III of this Agreement. The value of the interests provided by the Non-Federal Sponsor in accordance with Article III.A. of this Agreement also shall include the documented costs of obtaining appraisals pursuant to paragraph C.2. of this Article, as determined by the Government, and subject to an audit in accordance with Article X.C. of this Agreement to determine reasonableness, allocability, and allowability of such costs.

5. Waiver of Appraisal. Except as required by paragraph C.3. of this Article, the Government may waive the requirement for an appraisal pursuant to this paragraph if it determines that an appraisal is unnecessary because the valuation is uncomplicated and that the estimated fair market value of the real property interest is $10,000 or less based upon a review of available data. In such event, the Government and the Non-Federal Sponsor must agree in writing to the value of such real property interest in an amount not in excess of $10,000.

D. After consultation with the Non-Federal Sponsor, the Government shall determine the value of *relocations* in accordance with the provisions of this paragraph.

1. For a *relocation* other than a *highway*, the value shall be only that portion of *relocation* costs that the Government determines is necessary to provide a functionally equivalent facility, reduced by depreciation, as applicable, and by the salvage value of any removed items.

2. For a *relocation* of a *highway*, the value shall be only that portion of *relocation* costs that would be necessary to accomplish the *relocation* in accordance with the design standard that the State of Washington would apply under similar conditions of geography and traffic load, reduced by the salvage value of any removed items.

3. *Relocation* costs shall include, but not necessarily be limited to, actual costs of performing the *relocation*; planning, engineering and design costs; supervision and administration costs; and documented incidental costs associated with performance of the *relocation*, as determined by the Government. *Relocation* costs shall not include any costs due to *betterments*, as determined by the Government, nor any additional cost of using new material when suitable used material is available. *Relocation* costs shall be subject to an audit in accordance with Article X.C. of this Agreement to determine reasonableness, allocability, and allowability of such costs.

E. The value of the improvements required on lands, easements, and rights-of-way to enable the disposal of dredged or excavated material shall be the costs of the improvements, as determined by the Government, subject to an audit in accordance with Article X.C. of this Agreement to determine reasonableness, allocability, and allowability of such costs. Such costs shall include, but not necessarily be limited to, actual costs of providing the improvements; planning, engineering and design costs; supervision and administration costs; and documented incidental costs associated with providing the improvements, but shall not include any costs due to *betterments*, as determined by the Government.

F. Any credit afforded or reimbursement provided under the terms of this Agreement for the value of *relocations*, or improvements required on lands, easements, and rights-of-way to enable the disposal of dredged or excavated material, performed within the *Project* boundaries is subject to satisfactory compliance with applicable Federal labor laws covering non-Federal construction, including, but not limited to, 40 U.S.C. 3141-3148 and 40 U.S.C. 3701-3708 (revising, codifying and enacting without substantive change the provisions of the Davis-Bacon Act (formerly 40 U.S.C. 276a *et seq.*), the Contract Work Hours and Safety Standards Act (formerly 40 U.S.C. 327 *et seq.*) and the Copeland Anti-Kickback Act (formerly 40 U.S.C. 276c)). Notwithstanding any other provision of this Agreement, credit or reimbursement may be withheld, in whole or in part, as a result of the Non-Federal Sponsor's failure to comply with its obligations under these laws.

G. Where the Government, on behalf of the Non-Federal Sponsor pursuant to Article II.H.1. of this Agreement, acquires lands, easements, or rights-of-way, performs *relocations*, or constructs improvements required on lands, easements, or rights-of-way to enable the disposal of dredged or excavated material, the value to be included in *total project costs* and the amount of credit to be afforded or the amount of reimbursement provided in accordance with this Agreement shall be the costs of such work performed or provided by the Government that are paid by the Non-Federal Sponsor in accordance with Article VI.D. of this Agreement. In addition, the value to be included in *total project costs* and the amount of such credit to be afforded or the amount of reimbursement provided in accordance with this Agreement shall include the documented costs incurred by the Non-Federal Sponsor in accordance with the terms and conditions agreed upon in writing pursuant to Article II.H.1. of this Agreement subject to an audit in accordance with Article X.C. of this Agreement to determine reasonableness, allocability, and allowability of such costs.

ARTICLE V - PROJECT COORDINATION TEAM

A. To provide for consistent and effective communication, the Non-Federal Sponsor and the Government, not later than 30 calendar days after the effective date of this Agreement, shall appoint named senior representatives to a Project Coordination Team. Thereafter, the Project Coordination Team shall meet regularly until the end of the *period of design and construction.* The Government's Project Manager and a counterpart named by the Non-Federal Sponsor shall co-chair the Project Coordination Team.

B. The Government's Project Manager and the Non-Federal Sponsor's counterpart shall keep the Project Coordination Team informed of the progress of design and construction and of significant pending issues and actions, and shall seek the views of the Project Coordination Team on matters that the Project Coordination Team generally oversees.

C. Until the end of the *period of design and construction*, the Project Coordination Team shall generally oversee the *Project*, including matters related to: design; completion of all necessary environmental coordination and documentation; plans and specifications; scheduling; real property and *relocation* requirements; real property acquisition; contract awards and modifications; contract costs; the application of and compliance with 40 U.S.C. 3141-3148 and 40 U.S.C. 3701-3708 (revising, codifying and enacting without substantive change the provisions of the Davis-Bacon Act (formerly 40 U.S.C. 276a *et seq.*), the Contract Work Hours and Safety Standards Act (formerly 40 U.S.C. 327 *et seq.*) and the Copeland Anti-Kickback Act (formerly 40 U.S.C. 276c)) for *relocations*, improvements required on lands, easements, and rights-of-way to enable the disposal of dredged or excavated material, and the construction portion of the *non-Federal work*; the investigations to identify the existence and extent of hazardous substances in accordance with Article XIV.A. of this Agreement; historic preservation activities in accordance with Article XVII of this Agreement; the Government's cost projections; the performance of and scheduling for the *non-Federal work*; final inspection of the entire *Project* or *functional portions of the Project*; preparation of the proposed OMRR&R Manual; anticipated requirements and needed capabilities for performance of operation, maintenance, repair, rehabilitation, and replacement of the *Project* including issuance of permits; and other matters related to the *Project.* This oversight of the *Project* shall be consistent with a project management plan developed by the Government after consultation with the Non-Federal Sponsor.

D. The Project Coordination Team may make recommendations to the District Engineer on matters related to the *Project* that the Project Coordination Team generally oversees, including suggestions to avoid potential sources of dispute. The Government in good faith shall consider the recommendations of the Project Coordination Team. The Government, having the legal authority and responsibility for design and construction of the *Project* except for the *non-Federal work*, has the discretion to accept or reject, in whole or in part, the Project Coordination Team's recommendations. On matters related to the *non-Federal work*, that the Project Coordination Team generally oversees, the

Project Coordination Team may make recommendations to the Non-Federal Sponsor including suggestions to avoid potential sources of dispute. The Non-Federal Sponsor in good faith shall consider the recommendations of the Project Coordination Team. The Non-Federal Sponsor, having the legal authority and responsibility for design and construction of the *non-Federal work*, has the discretion to accept or reject, in whole or in part, the Project Coordination Team's recommendations except as otherwise required by the provisions of this Agreement, including compliance with applicable Federal, State, or local laws or regulations.

E. The Non-Federal Sponsor's costs of participation in the Project Coordination Team shall be included in *total project costs* and shared in accordance with the provisions of this Agreement, subject to an audit in accordance with Article X.C. of this Agreement to determine reasonableness, allocability, and allowability of such costs. The Government's costs of participation in the Project Coordination Team shall be included in *total project costs* and shared in accordance with the provisions of this Agreement.

ARTICLE VI - METHOD OF PAYMENT

A. In accordance with the provisions of this paragraph, the Government shall maintain current records and provide to the Non-Federal Sponsor current projections of costs, financial obligations, contributions provided by the parties, the value included in *total project costs* for lands, easements, rights-of-way, *relocations*, and improvements required on lands, easements, and rights-of-way to enable the disposal of dredged or excavated material determined in accordance with Article IV of this Agreement, the costs included in *total project costs* for the *non-Federal work* determined in accordance with Article II.B.4. of this Agreement, and the credit to be afforded for the *non-Federal work* pursuant to Article II.B.5. of this Agreement.

1. As of the effective date of this Agreement, *total project costs* are projected to be $6,320,000; the value included in *total project costs* for the value of the Non-Federal Sponsor's contributions under Articles V, X, and XIV.A of this Agreement is projected to be $7,500; the Non-Federal Sponsor's contribution of funds required by Article II.B.2. of this Agreement is projected to be $808,500; the costs included in *total project costs* for the *non-Federal work* determined in accordance with Article II.B.4. of this Agreement are projected to be $56,000; the credit to be afforded for the *non-Federal work* pursuant to Article II.B.5. of this Agreement is projected to be $56,000; the Non-Federal Sponsor's contribution of funds required by Article II.C.2. of this Agreement is projected to be $0; the *non-Federal proportionate share* is projected to be 16.44 percent; the Non-Federal Sponsor's contribution of funds required by Article XVII.C.4. of this Agreement is projected to be $0; the value included in *total project costs* for lands, easements, rights-of-way, *relocations*, and improvements required on lands, easements, and rights-of-way to enable the disposal of dredged or excavated material determined in accordance with Article IV of this Agreement is projected to be $1,396,000; and the Government's total financial obligations for the additional work to be incurred and the Non-Federal Sponsor's contribution of funds for such costs required by Article II.H. of

this Agreement are projected to be $0. These amounts and percentage are estimates subject to adjustment by the Government, after consultation with the Non-Federal Sponsor, and are not to be construed as the total financial responsibilities of the Government and the Non-Federal Sponsor.

2. By December 31, 2011 and by each quarterly anniversary thereof until the conclusion of the *period of design and construction* and resolution of all relevant claims and appeals and eminent domain proceedings , the Government shall provide the Non-Federal Sponsor with a report setting forth all contributions provided to date and the current projections of the following: *total project costs*; the value included in *total project costs* for the value of the Non-Federal Sponsor's contributions under Articles V, X, and XIV.A of this Agreement; the Non-Federal Sponsor's total contribution of funds required by Article II.B.2. of this Agreement; the costs included in *total project costs* for the *non-Federal work* determined in accordance with Article II.B.4. of this Agreement; the credit to be afforded for the *non-Federal work* pursuant to Article II.B.5. of this Agreement; the Non-Federal Sponsor's contribution of funds required by Article II.C.2. of this Agreement; the *non-Federal proportionate share*; the Non-Federal Sponsor's total contribution of funds required by Article XVII.C.4. of this Agreement; the value included in *total project costs* for lands, easements, rights-of-way, *relocations*, and improvements required on lands, easements, and rights-of-way to enable the disposal of dredged or excavated material determined in accordance with Article IV of this Agreement; and the Government's total financial obligations for additional work incurred and the Non-Federal Sponsor's contribution of funds for such costs required by Article II.H. of this Agreement.

B. The Non-Federal Sponsor shall provide the contributions of funds required by Article II.B.2., Article II.C.2., and Article XVII.C.4. of this Agreement in accordance with the provisions of this paragraph.

1. Not less than 45 calendar days prior to the scheduled date for issuance of the solicitation for the first contract for design of the *Project* or commencement of design of the *Project* using the Government's own forces, the Government shall notify the Non-Federal Sponsor in writing of such scheduled date and the funds the Government determines to be required from the Non-Federal Sponsor, after consideration of any credit the Government projects will be afforded for the *non-Federal work* pursuant to Article II.B.5. of this Agreement, to meet its projected share under Article II.B.2., Article II.C.2., and Article XVII.C.4. of this Agreement. Not later than such scheduled date, the Non-Federal Sponsor shall provide the Government with the full amount of such required funds by delivering a check payable to "FAO, USAED, SEATTLE DISTRICT G3" to the District Engineer, or verifying to the satisfaction of the Government that the Non-Federal Sponsor has deposited such required funds in an escrow or other account acceptable to the Government, with interest accruing to the Non-Federal Sponsor, or by presenting the Government with an irrevocable letter of credit acceptable to the Government for such required funds, or by providing an Electronic Funds Transfer of such required funds in accordance with procedures established by the Government.

2. The Government shall draw from the funds provided by the Non-Federal Sponsor such sums as the Government deems necessary, after consideration of any credit the Government projects will be afforded for the *non-Federal work* pursuant to Article II.B.5. of this Agreement, to cover: (a) the *non-Federal proportionate share* of *financial obligations for design and construction* incurred prior to the commencement of the *period of design and construction*; (b) the *non-Federal proportionate share* of *financial obligations for design and construction* as *financial obligations for design and construction* are incurred; and (c) the Non-Federal Sponsor's share of financial obligations for data recovery activities associated with historic preservation pursuant to Article XVII.C.4. of this Agreement as those financial obligations are incurred. If at any time the Government determines that additional funds will be needed from the Non-Federal Sponsor to cover the Non-Federal Sponsor's share of such financial obligations, the Government shall notify the Non-Federal Sponsor in writing of the additional funds required and provide an explanation of why additional funds are required. Within 45 calendar days from receipt of such notice, the Non-Federal Sponsor shall provide the Government with the full amount of such additional required funds through any of the payment mechanisms specified in paragraph B.1. of this Article.

C. Upon conclusion of the *period of design and construction* and resolution of all relevant claims and appeals and eminent domain proceedings , the Government shall conduct a final accounting and furnish the Non-Federal Sponsor with written notice of the results of such final accounting. If outstanding relevant claims and appeals or eminent domain proceedings prevent a final accounting from being conducted in a timely manner, the Government shall conduct an interim accounting and furnish the Non-Federal Sponsor with written notice of the results of such interim accounting. Once all outstanding relevant claims and appeals and eminent domain proceedings are resolved, the Government shall amend the interim accounting to complete the final accounting and furnish the Non-Federal Sponsor with written notice of the results of such final accounting. The interim or final accounting, as applicable, shall determine *total project costs* and the costs of any data recovery activities associated with historic preservation. In addition, for each set of costs, the interim or final accounting, as applicable, shall determine each party's required share thereof, and each party's total contributions thereto as of the date of such accounting.

1. Should the interim or final accounting, as applicable, show that the Non-Federal Sponsor's total required shares of *total project costs* and the costs of any data recovery activities associated with historic preservation exceed the Non-Federal Sponsor's total contributions provided thereto, the Non-Federal Sponsor, no later than 90 calendar days after receipt of written notice from the Government, shall make a payment to the Government in an amount equal to the difference by delivering a check payable to "FAO, USAED, SEATTLE DISTRICT G3" to the District Engineer or by providing an Electronic Funds Transfer in accordance with procedures established by the Government.

2. Should the interim or final accounting, as applicable, show that the total contributions provided by the Non-Federal Sponsor for *total project costs* and the costs of any data recovery activities associated with historic preservation exceed the Non-

Federal Sponsor's total required shares thereof, the Government, subject to the availability of funds and as limited by Article II.B.6. of this Agreement, the *Section 544 Project Limit*, and the *Section 544 Program Limit*, shall refund or reimburse the excess amount to the Non-Federal Sponsor within 90 calendar days of the date of completion of such accounting. In the event the Non-Federal Sponsor is due a refund or reimbursement and funds are not available to refund or reimburse the excess amount to the Non-Federal Sponsor, the Government shall seek such appropriations as are necessary to make the refund or reimbursement.

D. The Non-Federal Sponsor shall provide the contribution of funds required by Article II.H. of this Agreement for additional work in accordance with the provisions of this paragraph.

1. Not less than 60 calendar days prior to the scheduled date for the first financial obligation for additional work, the Government shall notify the Non-Federal Sponsor in writing of such scheduled date and of the full amount of funds the Government determines to be required from the Non-Federal Sponsor to cover the costs of the additional work. No later than 30 calendar days prior to the Government incurring any financial obligation for additional work, the Non-Federal Sponsor shall provide the Government with the full amount of the funds required to cover the costs of such additional work through any of the payment mechanisms specified in paragraph B.1. of this Article.

2. The Government shall draw from the funds provided by the Non-Federal Sponsor such sums as the Government deems necessary to cover the Government's financial obligations for such additional work as they are incurred. If at any time the Government determines that the Non-Federal Sponsor must provide additional funds to pay for such additional work, the Government shall notify the Non-Federal Sponsor in writing of the additional funds required and provide an explanation of why additional funds are required. Within 30 calendar days from receipt of such notice, the Non-Federal Sponsor shall provide the Government with the full amount of such additional required funds through any of the payment mechanisms specified in paragraph B.1. of this Article.

3. At the time the Government conducts the interim or final accounting, as applicable, the Government shall conduct an accounting of the Government's financial obligations incurred for additional work and furnish the Non-Federal Sponsor with written notice of the results of such accounting. If outstanding relevant claims and appeals or eminent domain proceedings prevent a final accounting of such financial obligations for additional work from being conducted in a timely manner, the Government shall conduct an interim accounting of such financial obligations for additional work and furnish the Non-Federal Sponsor with written notice of the results of such interim accounting. Once all outstanding relevant claims and appeals and eminent domain proceedings are resolved, the Government shall amend the interim accounting of such financial obligations for additional work to complete the final accounting of such financial obligations for additional work and furnish the Non-Federal Sponsor with

written notice of the results of such final accounting. Such interim or final accounting, as applicable, shall determine the Government's total financial obligations for additional work and the Non-Federal Sponsor's contribution of funds provided thereto as of the date of such accounting.

a. Should the interim or final accounting, as applicable, show that the Government's total financial obligations for additional work exceed the total contribution of funds provided by the Non-Federal Sponsor for such additional work, the Non-Federal Sponsor, no later than 90 calendar days after receipt of written notice from the Government, shall make a payment to the Government in an amount equal to the difference by delivering a check payable to "FAO, USAED, SEATTLE DISTRICT G3" to the District Engineer or by providing an Electronic Funds Transfer in accordance with procedures established by the Government.

b. Should the interim or final accounting, as applicable, show that the total contribution of funds provided by the Non-Federal Sponsor for additional work exceeds the Government's total financial obligations for such additional work, the Government, subject to the availability of funds, shall refund the excess amount to the Non-Federal Sponsor within 90 calendar days of the date of completion of such accounting. In the event the Non-Federal Sponsor is due a refund and funds are not available to refund the excess amount to the Non-Federal Sponsor, the Government shall seek such appropriations as are necessary to make the refund.

ARTICLE VII - DISPUTE RESOLUTION

As a condition precedent to a party bringing any suit for breach of this Agreement, that party must first notify the other party in writing of the nature of the purported breach and seek in good faith to resolve the dispute through negotiation. If the parties cannot resolve the dispute through negotiation, they may agree to a mutually acceptable method of non-binding alternative dispute resolution with a qualified third party acceptable to both parties. Each party shall pay an equal share of any costs for the services provided by such a third party as such costs are incurred. The existence of a dispute shall not excuse the parties from performance pursuant to this Agreement.

ARTICLE VIII - OPERATION, MAINTENANCE, REPAIR, REHABILITATION, AND REPLACEMENT (OMRR&R)

A. Upon receipt of the notification from the District Engineer in accordance with Article II.D. of this Agreement and for so long as the *Project* remains authorized, the Non-Federal Sponsor, pursuant to Article II.E. of this Agreement, shall operate, maintain, repair, rehabilitate, and replace the entire *Project* or *functional portion of the Project*, at no cost to the Government. The Non-Federal Sponsor shall conduct its operation, maintenance, repair, rehabilitation, and replacement responsibilities in a manner compatible with the *Project's* authorized purposes and in accordance with applicable

Federal and State laws as provided in Article XI of this Agreement and specific directions prescribed by the Government in the interim or final OMRR&R Manual and any subsequent amendments thereto.

B. The Non-Federal Sponsor hereby gives the Government a right to enter, at reasonable times and in a reasonable manner, upon property that the Non-Federal Sponsor now or hereafter owns or controls for access to the *Project* for the purpose of inspection and, if necessary, for the purpose of completing, operating, maintaining, repairing, rehabilitating, or replacing the *Project*. If an inspection shows that the Non-Federal Sponsor for any reason is failing to perform its obligations under this Agreement, the Government shall send a written notice describing the non-performance to the Non-Federal Sponsor. If, after 30 calendar days from receipt of such written notice by the Government, the Non-Federal Sponsor continues to fail to perform, then the Government shall have the right to enter, at reasonable times and in a reasonable manner, upon property that the Non-Federal Sponsor now or hereafter owns or controls for the purpose of completing, operating, maintaining, repairing, rehabilitating, or replacing the *Project*. No completion, operation, maintenance, repair, rehabilitation, or replacement by the Government shall relieve the Non-Federal Sponsor of responsibility to meet the Non-Federal Sponsor's obligations as set forth in this Agreement, or to preclude the Government from pursuing any other remedy at law or equity to ensure faithful performance pursuant to this Agreement.

ARTICLE IX – HOLD AND SAVE

The Non-Federal Sponsor shall hold and save the Government free from all damages arising from design, construction, operation, maintenance, repair, rehabilitation, and replacement of the *Project* and any *betterments*, except for damages due to the fault or negligence of the Government or its contractors.

ARTICLE X - MAINTENANCE OF RECORDS AND AUDIT

A. Not later than 60 calendar days after the effective date of this Agreement, the Government and the Non-Federal Sponsor shall develop procedures for keeping books, records, documents, or other evidence pertaining to costs and expenses incurred pursuant to this Agreement. These procedures shall incorporate, and apply as appropriate, the standards for financial management systems set forth in the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments at 32 C.F.R. Section 33.20. The Government and the Non-Federal Sponsor shall maintain such books, records, documents, or other evidence in accordance with these procedures and for a minimum of three years after completion of the accounting for which such books, records, documents, or other evidence were required. To the extent permitted under applicable Federal laws and regulations, the Government and the Non-Federal Sponsor shall each allow the other to inspect such books, records, documents, or other evidence.

B. In accordance with 32 C.F.R. Section 33.26, the Non-Federal Sponsor is responsible for complying with the Single Audit Act Amendments of 1996 (31 U.S.C. 7501-7507), as implemented by Office of Management and Budget (OMB) Circular No. A-133 and Department of Defense Directive 7600.10. Upon request of the Non-Federal Sponsor and to the extent permitted under applicable Federal laws and regulations, the Government shall provide to the Non-Federal Sponsor and independent auditors any information necessary to enable an audit of the Non-Federal Sponsor's activities under this Agreement. The costs of any non-Federal audits performed in accordance with this paragraph shall be allocated in accordance with the provisions of OMB Circulars A-87 and A-133, and such costs as are allocated to the *Project* shall be included in *total project costs* and shared in accordance with the provisions of this Agreement.

C. In accordance with 31 U.S.C. 7503, the Government may conduct audits in addition to any audit that the Non-Federal Sponsor is required to conduct under the Single Audit Act Amendments of 1996. Any such Government audits shall be conducted in accordance with Government Auditing Standards and the cost principles in OMB Circular No. A-87 and other applicable cost principles and regulations. The costs of Government audits performed in accordance with this paragraph shall be included in *total project costs* and shared in accordance with the provisions of this Agreement.

ARTICLE XI - FEDERAL AND STATE LAWS

In the exercise of their respective rights and obligations under this Agreement, the Non-Federal Sponsor and the Government shall comply with all applicable Federal and State laws and regulations, including, but not limited to: Section 601 of the Civil Rights Act of 1964, Public Law 88-352 (42 U.S.C. 2000d) and Department of Defense Directive 5500.11 issued pursuant thereto; Army Regulation 600-7, entitled "Nondiscrimination on the Basis of Handicap in Programs and Activities Assisted or Conducted by the Department of the Army"; and all applicable Federal labor standards requirements including, but not limited to, 40 U.S.C. 3141-3148 and 40 U.S.C. 3701-3708 (revising, codifying and enacting without substantive change the provisions of the Davis-Bacon Act (formerly 40 U.S.C. 276a *et seq.*), the Contract Work Hours and Safety Standards Act (formerly 40 U.S.C. 327 *et seq.*) and the Copeland Anti-Kickback Act (formerly 40 U.S.C. 276c)).

ARTICLE XII - RELATIONSHIP OF PARTIES

A. In the exercise of their respective rights and obligations under this Agreement, the Government and the Non-Federal Sponsor each act in an independent capacity, and neither is to be considered the officer, agent, or employee of the other.

B. In the exercise of its rights and obligations under this Agreement, neither party shall provide, without the consent of the other party, any contractor with a release that waives or purports to waive any rights the other party may have to seek relief or redress

against that contractor either pursuant to any cause of action that the other party may have or for violation of any law.

ARTICLE XIII - TERMINATION OR SUSPENSION

A. If at any time the Non-Federal Sponsor fails to fulfill its obligations under this Agreement, the Assistant Secretary of the Army (Civil Works) shall terminate this Agreement or suspend future performance under this Agreement unless he determines that continuation of work on the *Project* is in the interest of the United States or is necessary in order to satisfy agreements with any other non-Federal interests in connection with the *Project.*

B. In the event future performance under this Agreement is suspended pursuant to Article II.C. of this Agreement, such suspension shall remain in effect until such time that the Government notifies the Non-Federal Sponsor in writing that sufficient Federal funds are available to meet the Federal share of *total project costs* and the Federal share of costs for data recovery activities associated with historic preservation in accordance with Article XVII.C.3. and Article XVII.C.4. of this Agreement the Government projects to be incurred through the then-current or upcoming *fiscal year*, or the Government or the Non-Federal Sponsor elects to terminate this Agreement.

C. In the event that the Government and the Non-Federal Sponsor determine to suspend future performance under this Agreement in accordance with Article XIV.C. of this Agreement, such suspension shall remain in effect until the Government and the Non-Federal Sponsor agree to proceed or to terminate this Agreement. In the event that the Government suspends future performance under this Agreement in accordance with Article XIV.C. of this Agreement due to failure to reach agreement with the Non-Federal Sponsor on whether to proceed or to terminate this Agreement, or the failure of the Non-Federal Sponsor to provide funds to pay for cleanup and response costs or to otherwise discharge the Non-Federal Sponsor's responsibilities under Article XIV.C. of this Agreement, such suspension shall remain in effect until: 1) the Government and Non-Federal Sponsor reach agreement on how to proceed or to terminate this Agreement; 2) the Non-Federal Sponsor provides funds necessary to pay for cleanup and response costs and otherwise discharges its responsibilities under Article XIV.C. of this Agreement; 3) the Government continues work on the *Project*; or 4) the Government terminates this Agreement in accordance with the provisions of Article XIV.C. of this Agreement.

D. If after completion of the design portion of the *Project* the parties mutually agree in writing not to proceed with construction of the *Project*, the parties shall conclude their activities relating to the *Project* and conduct an accounting in accordance with Article VI.C. of this Agreement.

E. In the event that this Agreement is terminated pursuant to this Article or Article XIV.C. of this Agreement, both parties shall conclude their activities relating to the *Project* and conduct an accounting in accordance with Article VI.C. of this Agreement. To provide

for this eventuality, the Government may reserve a percentage of total Federal funds made available for the *Project* and an equal percentage of the total funds contributed by the Non-Federal Sponsor in accordance with Article II.B.2., Article II.C.2., and Article XVII.C.4. of this Agreement as a contingency to pay costs of termination, including any costs of resolution of contract claims and contract modifications.

F. Any termination of this Agreement or suspension of future performance under this Agreement in accordance with this Article or Article II.C. or Article XIV.C. of this Agreement shall not relieve the parties of liability for any obligation previously incurred. Any delinquent payment owed by the Non-Federal Sponsor shall be charged interest at a rate, to be determined by the Secretary of the Treasury, equal to 150 per centum of the average bond equivalent rate of the 13 week Treasury bills auctioned immediately prior to the date on which such payment became delinquent, or auctioned immediately prior to the beginning of each additional 3 month period if the period of delinquency exceeds 3 months.

ARTICLE XIV - HAZARDOUS SUBSTANCES

A. After execution of this Agreement and upon direction by the District Engineer, the Non-Federal Sponsor shall perform, or ensure performance of, any investigations for hazardous substances that the Government or the Non-Federal Sponsor determines to be necessary to identify the existence and extent of any hazardous substances regulated under the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. 9601-9675; hereinafter "CERCLA"), that may exist in, on, or under lands, easements, and rights-of-way that the Government determines, pursuant to Article III of this Agreement, to be required for construction, operation, and maintenance of the *Project.* However, for lands, easements, and rights-of-way that the Government determines to be subject to the navigation servitude, only the Government shall perform such investigations unless the District Engineer provides the Non-Federal Sponsor with prior specific written direction, in which case the Non-Federal Sponsor shall perform such investigations in accordance with such written direction.

1. All actual costs incurred by the Non-Federal Sponsor for such investigations for hazardous substances shall be included in *total project costs* and shared in accordance with the provisions of this Agreement, subject to an audit in accordance with Article X.C. of this Agreement to determine reasonableness, allocability, and allowability of such costs.

2. All actual costs incurred by the Government for such investigations for hazardous substances shall be included in *total project costs* and shared in accordance with the provisions of this Agreement.

B. In the event it is discovered through any investigation for hazardous substances or other means that hazardous substances regulated under CERCLA exist in, on, or under any lands, easements, or rights-of-way that the Government determines, pursuant to Article III of this Agreement, to be required for construction, operation, and maintenance of the

Project, the Non-Federal Sponsor and the Government, in addition to providing any other notice required by applicable law, shall provide prompt written notice to each other, and the Non-Federal Sponsor shall not proceed with the acquisition of the real property interests until the parties agree that the Non-Federal Sponsor should proceed.

C. The Government and the Non-Federal Sponsor shall determine whether to initiate construction of the *Project*, or, if already in construction, whether to continue with construction of the *Project*, suspend future performance under this Agreement, or terminate this Agreement for the convenience of the Government, in any case where hazardous substances regulated under CERCLA are found to exist in, on, or under any lands, easements, or rights-of-way that the Government determines, pursuant to Article III of this Agreement, to be required for construction, operation, and maintenance of the *Project*. Should the Government and the Non-Federal Sponsor determine to initiate or continue with construction of the *Project* after considering any liability that may arise under CERCLA, the Non-Federal Sponsor shall be responsible, as between the Government and the Non-Federal Sponsor, for the costs of cleanup and response, including the costs of any studies and investigations necessary to determine an appropriate response to the contamination. Such costs shall not be considered a part of *total project costs*. In the event the Non-Federal Sponsor does not reach agreement with the Government on whether to proceed or to terminate this Agreement under this paragraph, or fails to provide any funds necessary to pay for cleanup and response costs or to otherwise discharge the Non-Federal Sponsor's responsibilities under this paragraph upon direction by the Government, the Government, in its sole discretion, may either terminate this Agreement for the convenience of the Government, suspend future performance under this Agreement, or continue work on the *Project*.

D. The Non-Federal Sponsor and the Government shall consult with each other in accordance with Article V of this Agreement in an effort to ensure that responsible parties bear any necessary cleanup and response costs as defined in CERCLA. Any decision made pursuant to paragraph C. of this Article shall not relieve any third party from any liability that may arise under CERCLA.

E. As between the Government and the Non-Federal Sponsor, the Non-Federal Sponsor shall be considered the operator of the *Project* for purposes of CERCLA liability. To the maximum extent practicable, the Non-Federal Sponsor shall operate, maintain, repair, rehabilitate, and replace the *Project* in a manner that will not cause liability to arise under CERCLA.

ARTICLE XV - NOTICES

A. Any notice, request, demand, or other communication required or permitted to be given under this Agreement shall be deemed to have been duly given if in writing and delivered personally or sent by telegram or mailed by first-class, registered, or certified mail, as follows:

If to the Non-Federal Sponsor:
Environmental Division Manager
Tulalip Tribes Natural and Cultural Resources Department
6406 Marine Drive
Tulalip, WA 98270

If to the Government:
Chief, Programs and Project Management Branch, CENWS-PM
US Army Corps of Engineers,
P.O. Box 3755, Seattle WA 98124-3755

B. A party may change the address to which such communications are to be directed by giving written notice to the other party in the manner provided in this Article.

C. Any notice, request, demand, or other communication made pursuant to this Article shall be deemed to have been received by the addressee at the earlier of such time as it is actually received or seven calendar days after it is mailed.

ARTICLE XVI - CONFIDENTIALITY

To the extent permitted by the laws governing each party, the parties agree to maintain the confidentiality of exchanged information when requested to do so by the providing party.

ARTICLE XVII - HISTORIC PRESERVATION

A. Except as provided in paragraph B. below, the Government shall perform any identification, survey, or evaluation of historic properties that it determines is necessary for the *Project*. Any costs incurred by the Government for such work shall be included in *total project costs* and shared in accordance with the provisions of this Agreement.

B. In the event that the Government determines that any identification, survey, or evaluation of historic properties is required for construction of the *non-Federal work*, and if the Government and the Non-Federal Sponsor agree in writing that the Non-Federal Sponsor should perform such identification, survey, or evaluation of historic properties, the Non-Federal Sponsor shall perform such identification, survey, or evaluation in accordance with this paragraph and other written directions of the Government.

1. The Non-Federal Sponsor shall ensure that its studies are conducted by qualified archaeologists, historians, architectural historians and historic architects, as appropriate, who meet, at a minimum, the Secretary of the Interior's Professional

Qualifications Standards. The Non-Federal Sponsor shall submit study plans and reports to the Government for review and approval and the Non-Federal Sponsor shall be responsible for resolving any deficiencies identified by the Government.

2. Any costs of identification, survey, or evaluation of historic properties incurred by the Non-Federal Sponsor pursuant to this paragraph shall be included in the costs for *non-Federal work* subject to an audit in accordance with Article X.C. of this Agreement to determine reasonableness, allocability, and allowability of such costs.

C. Except as provided in paragraph C.2. below, the Government, as it determines necessary for the *Project*, shall perform or ensure the performance of any mitigation activities or actions for historic properties or that are otherwise associated with historic preservation including data recovery activities.

1. Any costs incurred by the Government for such mitigation activities, except for data recovery activities associated with historic preservation, shall be included in *total project costs* and shared in accordance with the provisions of this Agreement.

2. In the event that the Government determines that mitigation activities or actions other than data recovery activities associated with historic preservation are required for construction of the *non-Federal work*, and if the Government and the Non-Federal Sponsor agree in writing that the Non-Federal Sponsor should perform such activities or actions, the Non-Federal Sponsor shall perform such activities or actions in accordance with the written directions of the Government. The Non-Federal Sponsor shall perform the agreed upon activities or actions prior to construction of the *non-Federal work*. Any costs incurred by the Non-Federal Sponsor in accordance with the provisions of this paragraph shall be included in the costs for *non-Federal work* subject to an audit in accordance with Article X.C. of this Agreement to determine reasonableness, allocability, and allowability of such costs.

3. As specified in Section 7(a) of Public Law 86-523, as amended by Public Law 93-291 (16 U.S.C. 469c(a)), the costs of data recovery activities associated with historic preservation shall be borne entirely by the Government and shall not be included in *total project costs*, up to the statutory limit of one percent of the *Section 544 Project Limit.*

4. The Government shall not incur costs for data recovery activities associated with historic preservation that exceed the statutory one percent limit specified in paragraph C.3. of this Article unless and until the Assistant Secretary of the Army (Civil Works) has waived that limit and the Secretary of the Interior has concurred in the waiver in accordance with Section 208(3) of Public Law 96-515, as amended (16 U.S.C. 469c-2(3)). Any costs of data recovery activities associated with historic preservation that exceed the one percent limit shall not be included in *total project costs* but shall be shared between the Non-Federal Sponsor and the Government consistent with the cost sharing requirements for ecosystem restoration, as follows: 35 percent will be borne by the Non-Federal Sponsor and 65 percent will be borne by the Government.

D. If, during its performance of *relocations*, construction of improvements required on lands, easements, and rights-of-way to enable the disposal of dredged or excavated material in accordance with Article III of this Agreement, or performance of the *non-Federal work*, the Non-Federal Sponsor discovers historic properties or other cultural resources that have not been evaluated in accordance with this Article, the Non-Federal Sponsor shall provide prompt written notice to the Government of such discovery. The Non-Federal Sponsor shall not proceed with performance of the *relocation*, construction of the improvement, or performance of the *non-Federal work* that is related to such discovery until the Government provides written notice to the Non-Federal Sponsor that it should proceed with such work.

ARTICLE XVIII – TRIBAL SOVEREIGN IMMUNITY

By resolution dated September 30, 2011, the Non-Federal Sponsor waived any sovereign immunity that it may possess from suit by the United States in an appropriate Federal Court related to the provisions, terms, and conditions contained in this Agreement. Further, such resolution authorized Tribal Chairman to include such waiver as part of this Agreement. Accordingly, the Non-Federal Sponsor hereby waives any sovereign immunity that it may possess from suit by the United States in an appropriate Federal Court to: (1) enforce the terms and conditions of this Agreement; (2) recover damages for any breach of the terms and conditions of this Agreement; and (3) seek indemnification or contribution based on the Non-Federal Sponsor's obligations under Article IX of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, which shall become effective upon the date it is signed by the District Engineer.

DEPARTMENT OF THE ARMY

BY: _____
BRUCE A. ESTOK
Colonel, Corps of Engineers
District Engineer

DATE: 23 NOV 2011

TULALIP TRIBES OF WASHINGTON

BY: _____
MEL SHELDON
Chairman of the Tulalip Tribes

DATE: 11/15/2011

CERTIFICATE OF AUTHORITY

I, Michael E. Taylor, hereby certify that I am the principal legal officer of the Tulalip Tribes of Washington, that the Tulalip Tribes of Washington is a legally constituted public body with full authority and legal capability to perform the terms of the Agreement between the Department of the Army and the Tulalip Tribes of Washington in connection with the Qwuloolt Ecosystem Restoration Project, and to pay damages, if necessary, in the event of the failure to perform in accordance with the terms of this Agreement, as required by Section 221 of the Flood Control Act of 1970, Public Law 91-611, as amended (42 U.S.C. 1962d-5b), and that the persons who have executed this Agreement on behalf of the Tulalip Tribes of Washington have acted within their statutory authority.

IN WITNESS WHEREOF, I have made and executed this certification this 16 day of December 20 14.

MICHAEL E. TAYLOR
Reservation Attorney

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

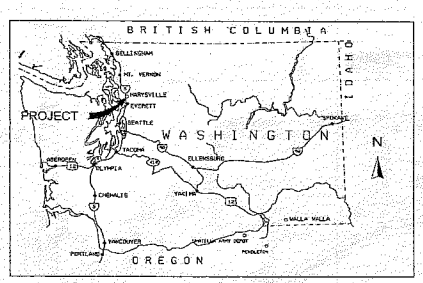
This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Mel Sheldon

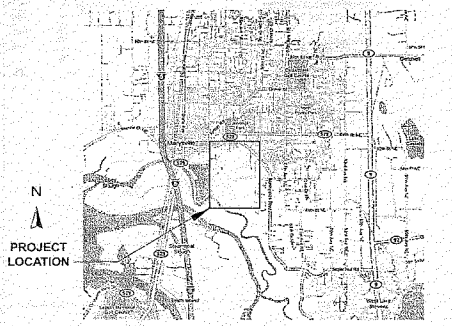
MEL SHELDON
Chairman of the Tulalip Tribes

DATE: 11/15/2011

QWULOOLT
TIDAL WETLAND RESTORATION
MARYSVILLE, WASHINGTON



VICINITY MAP
N. T. S.



LOCATION MAP
MARYSVILLE N. T. S.

ABBREVIATIONS

APPROX.	APPROXIMATE	MIN.	MINIMUM
℄	CENTERLINE	MAX.	MAXIMUM
(D), DEMO	DEMOLISH	NIC	NOT IN CONTRACT
DS	DOWNSTREAM	NTS	NOT TO SCALE
EL, ELEV.	ELEVATION	PIP	PROTECT IN PLACE
(E)	EXISTING	PWA	PHILIP WILLIAMS & ASSOCIATES
EG	EXISTING GRADE	RC	RELATIVE COMPACTION
FG	FINISHED GRADE	SPECS	SPECIFICATIONS
FT	FOOT, FEET	3:1	SLOPE, HORIZONTAL: VERTICAL
GB	GRADE BREAK	TBD	TO BE DETERMINED
LF	LINEAR FEET	TYP.	TYPICAL
		VIF	VERIFY IN FIELD

INDEX OF DRAWINGS

SHEET NO.	DESCRIPTION
1	COVER SHEET
2	SITE MAP
3	NORTHWEST SITE PLAN
4	SOUTHWEST SITE PLAN
5	SOUTHEAST SITE PLAN
6	STORMWATER DETENTION AREA - SECTIONS
7	NEW LEVEE - PROFILE & SECTIONS
8	LEVEE LOWERING & BREACH - PROFILE & SECTIONS
9	CHANNELS AND BERMS - TYPICAL SECTIONS.

LEGEND

- SD — (E) STORM DRAIN
- SS — (E) SANITARY SEWERS LINE
- W — W — (E) WATER LINE
- EXISTING GRADE
- CENTERLINE
- DESIGN GRADE
- LOW BERM
- HIGH BERM
- SECOND ORDER CHANNEL (WORK DONE BY OTHERS)
- PREVIOUSLY FILLED DITCH
- x — x — FENCE
- TREELINE
- RR TRACKS
- NEW CONTOUR
- EXISTING CONTOUR
- ROCK FILL
- BREACH
- TOP OF SLOPE / TOE OF SLOPE
- CONSTRUCTION STAGING AREA
- × 9.36 SPOT ELEVATION
- 203 CONTROL POINT
- APPROXIMATE WATER LEVEL
- 1/2 1 INDICATES DETAIL NUMBER; 2 INDICATES SHEET NUMBER ON WHICH SECTION OR DETAIL APPEARS
- EXISTING GROUND (PLAN & SECTION)
- EXCAVATION (PLAN & SECTION)
- FILL (PLAN & SECTION)
- 4:1 BANK SLOPE
- ACCESS CONSTRUCTION ACCESS

35% SUBMITTAL

SAFETY PAYS

IF SHEET MEASURES LESS THAN 22" X 34" IT IS A REDUCED PRINT. REDUCE SCALE ACCORDINGLY.

PN ##### FY 09

US Army Corps of Engineers Seattle District

File
Invitation # | Date

Recommended by
GUY L. GREEN, P.E. DATE
CHIEF, DESIGN BRANCH
Approved by
MARK A. CHRISTIAN, P.E. DATE
CHIEF, ENGINEERING DIVISION

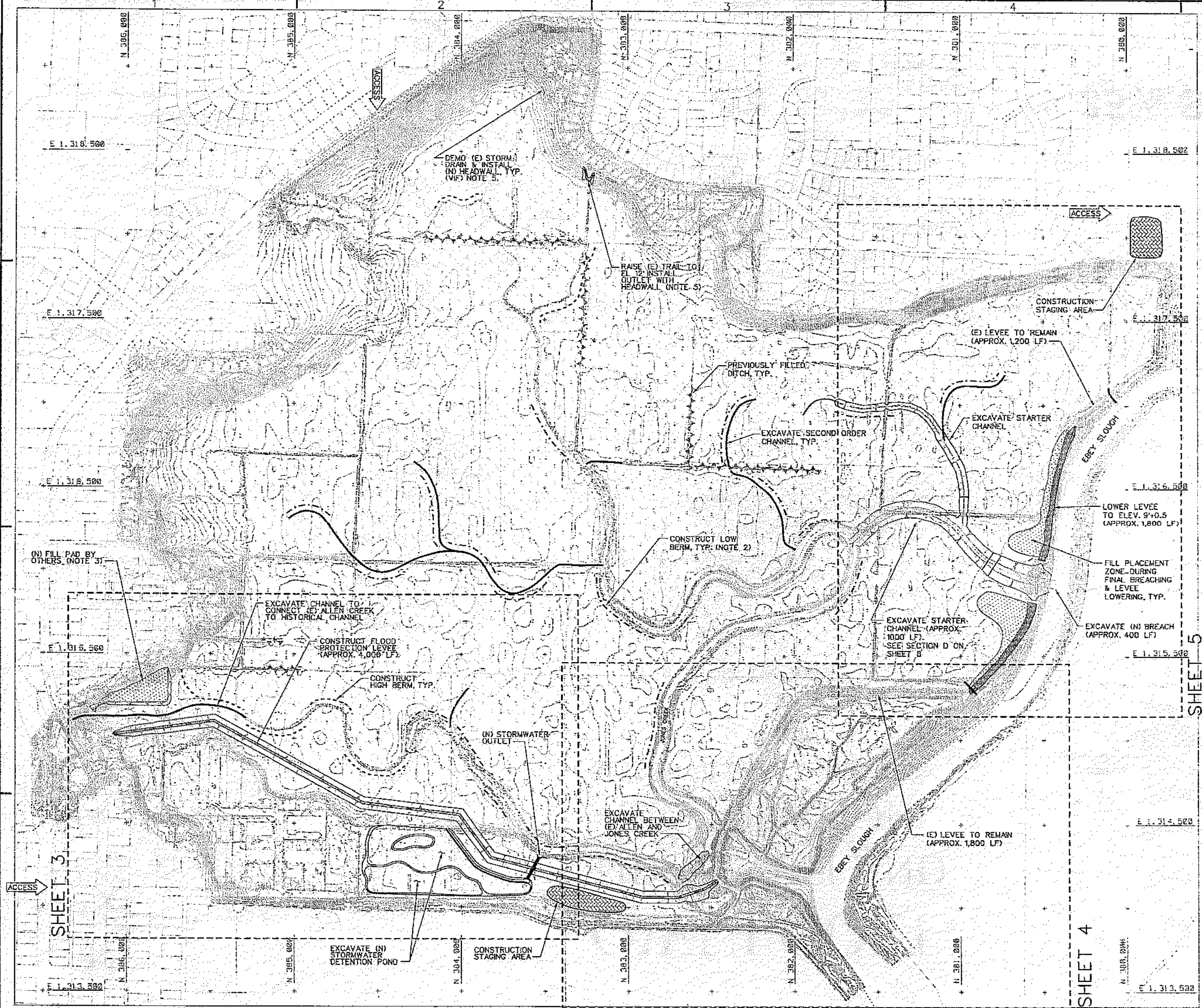
Submitted by
PAT CAGNEY DATE
DESIGN MANAGER
Reviewed by
DENNIS SCALF, P.E. DATE
CHIEF, ENGINEERING DIVISION

U.S.ARMY ENGINEER DISTRICT, SEATTLE
CORPS OF ENGINEERS
SEATTLE, WASHINGTON
Prepared by
DENNIS A FISCHER, P.E. DATE
CHIEF, CIVIL DESIGN SECTION

QWULOOLT TIDAL WETLAND RESTORATION
COVER SHEET
MARYSVILLE WASHINGTON

Plate number: G-001
Sheet 1 of 9

DATE AND TIME PLOTTED: 14-APR-2009 13:03 DESIGN FILE: V:\CIVIL\DSAWR PUGET SOUND AND ADJACENT WATERS RESTORATION PROGRAM\QWULOOLT PROJECT\35% DESIGN



GENERAL NOTES:

1. TOPOGRAPHIC MAPPING PREPARED BY DUANE HARTMAN AND ASSOCIATES USING AERIAL PHOTOGRAMMETRIC METHODS. AERIAL PHOTOGRAPH DATED JUNE 19, 2005. ELEVATIONS ARE APPROXIMATE, AND MAY NOT BE SHOWN ACCURATELY IN AREAS PONDED WHEN PHOTOGRAPH WAS TAKEN. MAPPING SHOULD BE FIELD CHECKED BEFORE FINAL DESIGN, AND CRITICAL GRADES SURVEYED IN THE FIELD BEFORE CONSTRUCTION. ALL ELEVATIONS ARE REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88) IN FEET. HORIZONTAL DATUM AT SITE IS NORTH AMERICAN DATUM OF 1983 (NAD83) STATE PLANE WASHINGTON NORTH IN FEET.

2. CONSTRUCT BERMS WITH MATERIAL GENERATED FROM EXCAVATION OF CHANNELS, NEW STORMWATER DETENTION PONDS, AND LEVEE LOWERING.

3. FILL PAD DESIGN BY OTHERS. LOCATION AND EXTENT SHOWN ON DRAWINGS IS APPROXIMATE.

4. INFRASTRUCTURE BELOW ELEVATION 15' MAY BE SUSCEPTIBLE TO EROSION AND FLOODING. VERIFY ELEVATIONS OF EXISTING PROPERTY, UTILITIES, AND PATHWAYS.

5. DRAINAGE PIPE AT STORMWATER DETENTION OUTLET DISCHARGES TO THE EXISTING THALWEG OF ALLEN CREEK.

6. STORMWATER OUTLET FACIITY WILL REQUIRE ADDITIONAL DETAILS AT LATER LEVELS OF DESIGN (i.e. HEADWALL DESIGN, EMERGENCY CLOSURE GATE, ETC.)

7. FILL PLACEMENT AREAS TO BE UTILIZED DURING FINAL BREACHING AND LEVEE LOWERING. OTHERWISE, MATERIAL GENERATED SHALL BE RE-USED IN HABITAT BERMS AND DITCH FILL.

8. ACCESS IS LIMITED. CONTRACTOR TO USE CAUTION MOBILIZING AND DEMOBILIZING. OVERHEAD ELECTRIC LINES NOT SHOWN.

9. CONSTRUCTION WORK SHALL CONFORM TO REGULATIONS SET BY LOCAL, STATE, AND FEDERAL AGENCIES. THE APPROVED WORK WINDOW FOR FISHERIES IS LIMITED TO JULY 16 THROUGH OCTOBER 14. DURING THIS PERIOD. NO WORK SHALL TAKE PLACE WITHIN 200 FEET LANDWARD OF THE STATE'S HIGH WATER LINE.

10. CONSTRUCTION OF NEW LEVEE REQUIRES MINIMUM COMPACTION OF 90% MAXIMUM DRY DENSITY. CONSTRUCTED IN 9 INCH LIFTS. APPROXIMATELY 50% SETTLEMENT IS EXPECTED DUE TO WEAK SUBGRADE, AND THEREFORE AN ADDITIONAL FIVE FOOT LIFT WILL BE REQUIRED AFTER INITIAL SETTLEMENT.

SCALE (FEET) 0 150 300 600

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US Army Corps of Engineers
Seattle District

Date: 13 APR 09

Designed by: FORD
Drawn by: LEJON

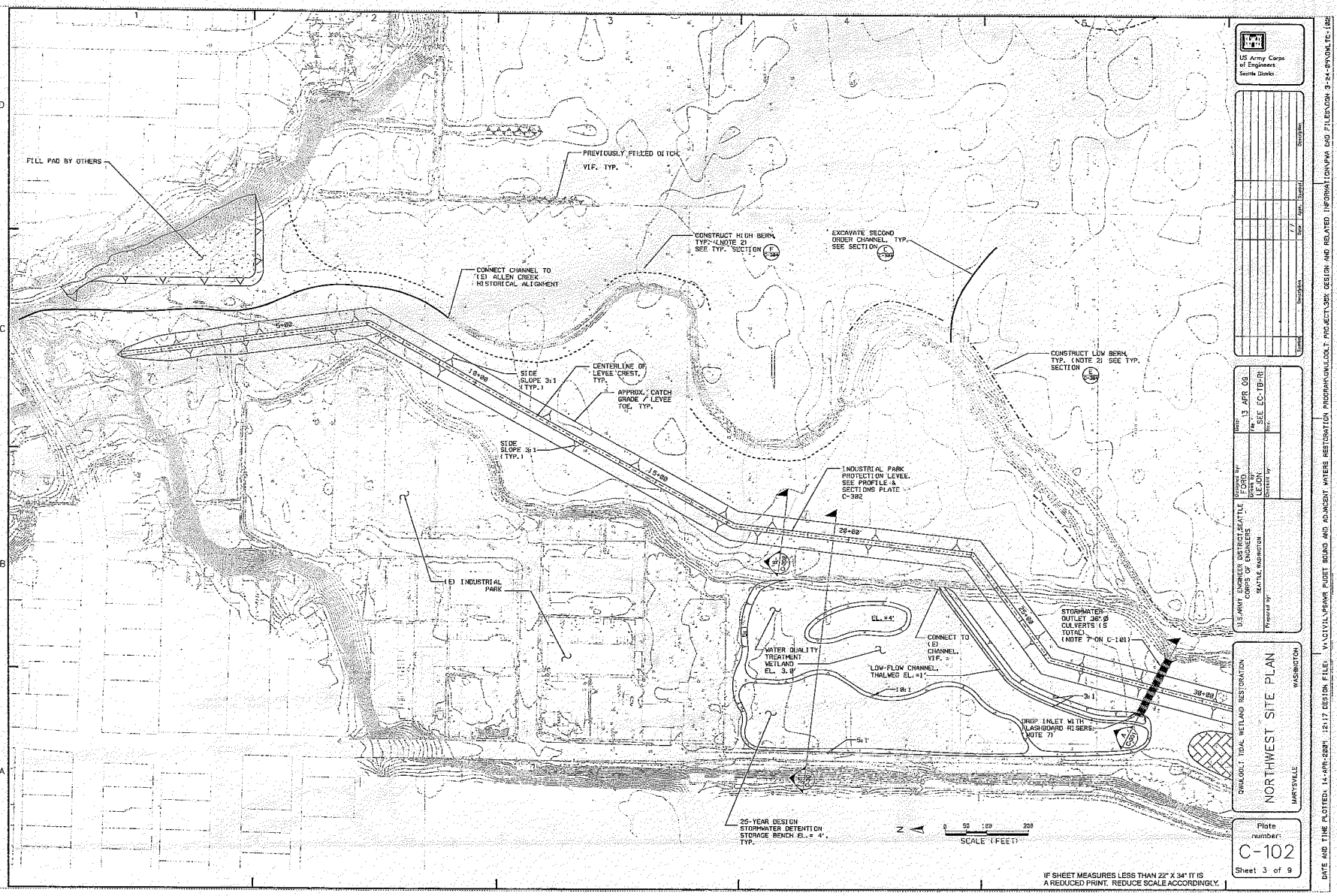
U.S. ARMY ENGINEER DISTRICT, SEATTLE
CORPS OF ENGINEERS
SEATTLE, WASHINGTON

QWULOOLT TIDAL WETLAND RESTORATION
GENERAL SITE PLAN
MARYSVILLE WASHINGTON

Plate number: C-101

Sheet 2 of 9

DATE AND TIME PLOTTED: 14-APR-2009 11:53 DESIGN FILE:



US Army Corps of Engineers
Seattle District

Rev	Description	Date	Appr.	Checked

Designed by: C. FORD
Drawn by: J. LEJON
Checked by:
Prepared by:
Date: 13 APR 09
As-built: SEE EC-TB-R1
Rev:

U.S. ARMY ENGINEER DISTRICT, SEATTLE
CORPS OF ENGINEERS
SEATTLE, WASHINGTON

ONALLOOLI TIDAL WETLAND RESTORATION

NORTHWEST SITE PLAN

MARYSVILLE WASHINGTON

Plate number: C-102
Sheet 3 of 9

IF SHEET MEASURES LESS THAN 22" X 34" IT IS A REDUCED PRINT. REDUCE SCALE ACCORDINGLY.

DATE AND TIME PLOTTED: 14-APR-2009 12:17 DESIGN FILE: H:\CIVIL\PSAMP PUGET SOUND AND ADJACENT WATERS RESTORATION PROGRAM\ONALLOOLI PROJECT\SRX DESIGN AND RELATED INFORMATION\PSAMP USD FILE\PSAMP 3-24-09\ONALTC-102

US Army Corps of Engineers
Seattle District

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		/ /			

U.S.ARMY ENGINEER DISTRICT,SEATTLE
CORPS OF ENGINEERS
Prepared for: SEATTLE, WASHINGTON

Designed by: FORD
Drawn by: LEON
Checked by:

Date: 13 APR 09
File: SEE EC-103-R1
Approved:

QWULOOLT TIDAL WETLAND RESTORATION

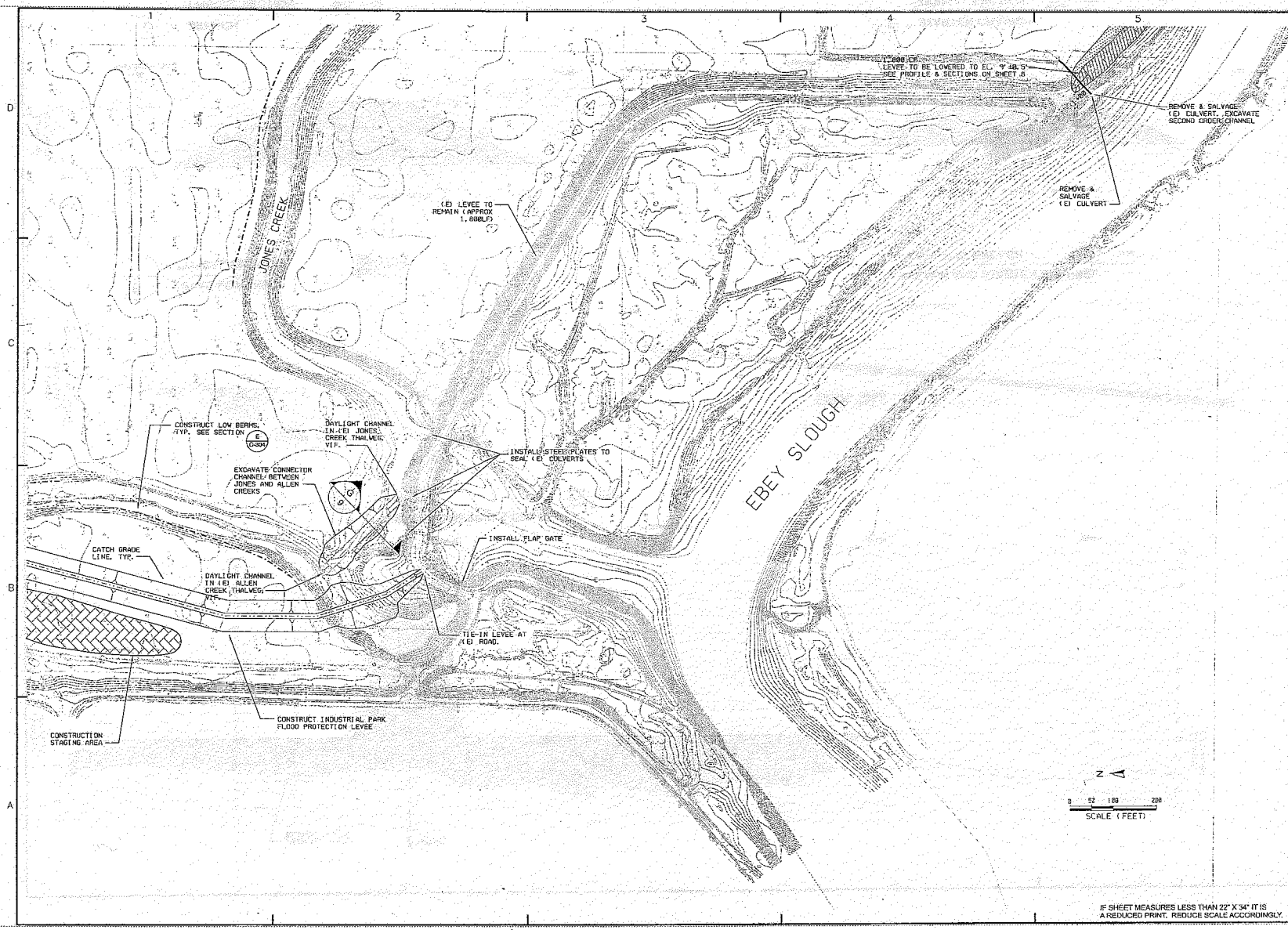
NORTHWEST SITE PLAN

MARYSVILLE WASHINGTON

Plate number: C-104
Sheet 5 of 9

IF SHEET MEASURES LESS THAN 22" X 34" IT IS A REDUCED PRINT. REDUCE SCALE ACCORDINGLY.

DATE AND TIME PLOTTED: 14-APR-2009 12:19 DESIGN FILE: 'V:\CIVIL\PSWA\ PUGET SOUND AND ADJACENT WATERS RESTORATION PROGRAM\QWULOOLT PROJECT\30% DESIGN AND RELATED INFORMATION\PWA_CAD FILES\DGN 3-24-09\PWA_EC-104



US Army Corps of Engineers
Seattle District

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Drawn by: LEVON
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Approved by:
Date: 13 APR 09
File name: SEE EC-TB-RI
Rev:

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SEATTLE,WASHINGTON

OWALOOLT TIDAL WETLAND RESTORATION

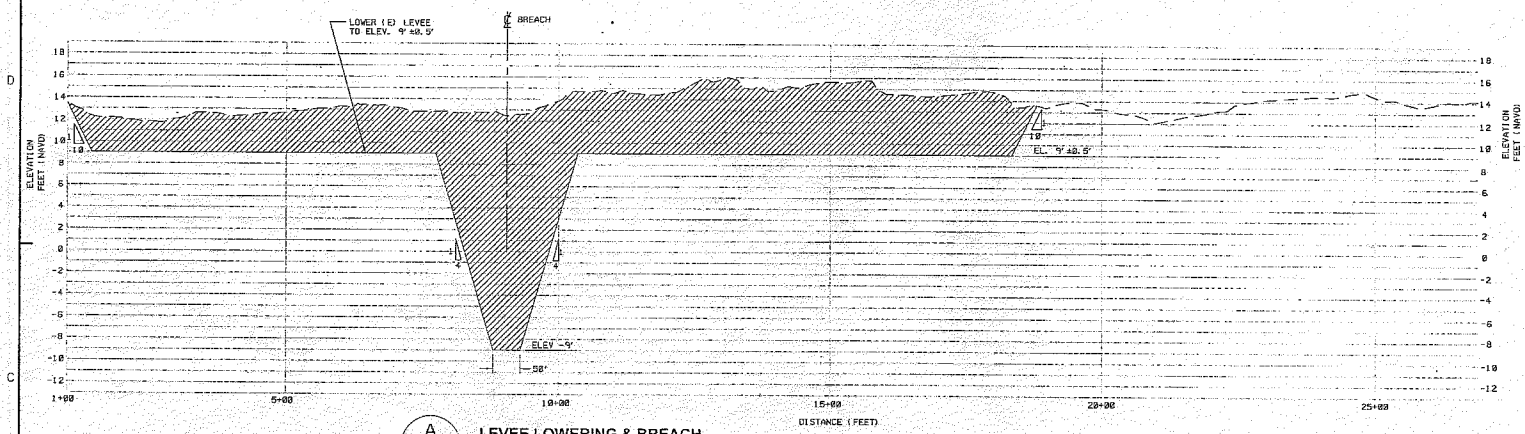
SOUTHWEST SITE PLAN

MARYSVILLE WASHINGTON

Plate number:
C-103
Sheet 4 of 9

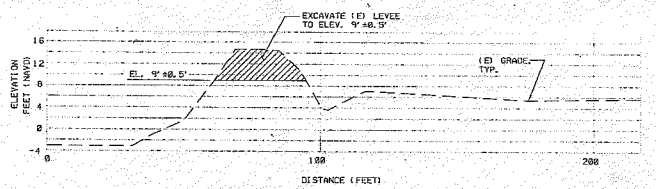
IF SHEET MEASURES LESS THAN 22" X 34" IT IS A REDUCED PRINT. REDUCE SCALE ACCORDINGLY.

DATE AND TIME PLOTTED: 14-APR-2009 12:18 DESIGN FILES: H:\CIVIL\PSNAP PUGET SOUND AND ADJACENT WATERS RESTORATION PROGRAM\OWALOOLT_PROJECT\DES DESIGN AND RELATED INFORMATION\PVA CAD FILES\DGN 3-24-09\OWLTC-103



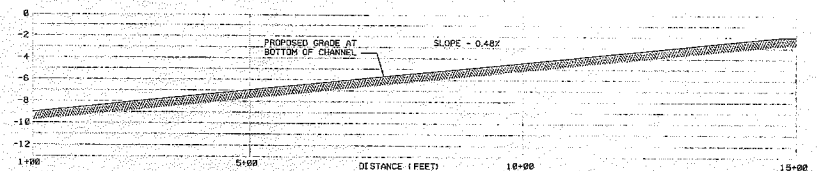
A LEVEE LOWERING & BREACH PROFILE

SCALE: HORIZ. 1"=100' VERT. 1"=5'



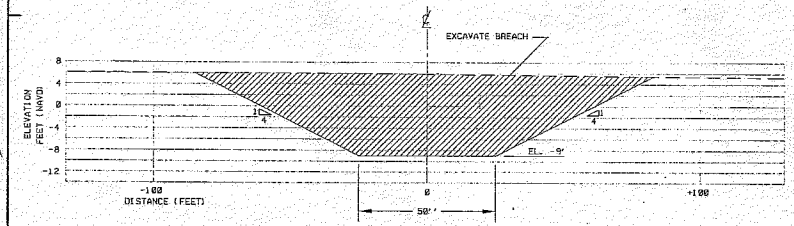
B LEVEE LOWERING TYPICAL SECTION

SCALE: HORIZ. 1"=20' VERT. 1"=10'



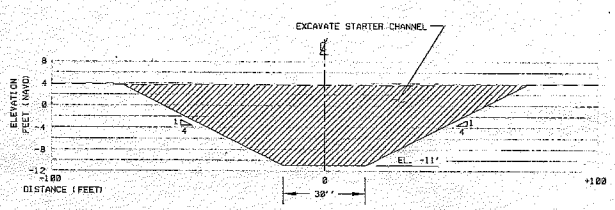
C BREACH AND STARTER CHANNEL PROFILE AT BREACH

SCALE: HORIZ. 1"=100' VERT. 1"=5'



D BREACH TYPICAL SECTION

SCALE: HORIZ. 1"=20' VERT. 1"=10'



E STARTER CHANNEL TYPICAL SECTION

SCALE: HORIZ. 1"=20' VERT. 1"=10' IF SHEET MEASURES LESS THAN 22" X 34" IT IS A REDUCED PRINT. REDUCE SCALE ACCORDINGLY.

US Army Corps of Engineers Seattle District

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Designed by FORD | Date 13 APR 09
Drawn by | File SEE EC-TB-R
Traced by | Chk
Checked by
Approved by

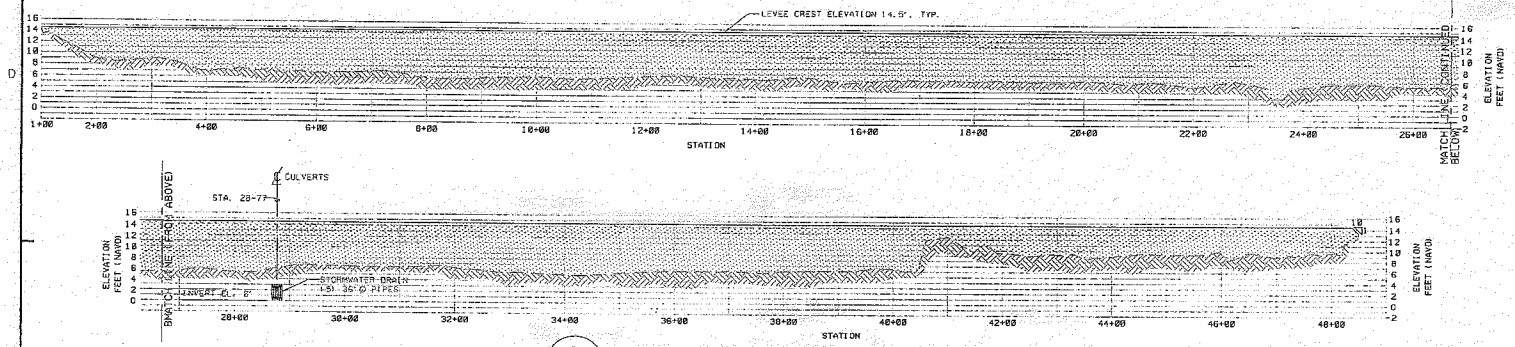
OWLOOLT TIDAL WETLAND RESTORATION MARYSVILLE WASHINGTON

LEVEE LOWERING AND BREACH PROFILE AND SECTIONS

Plate number: C-303

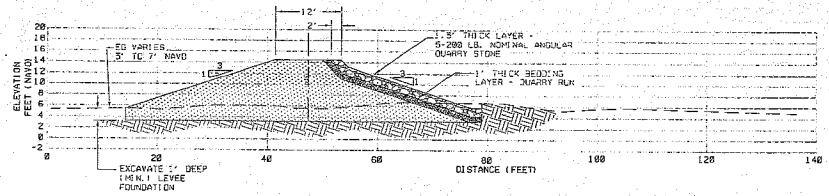
Sheet 8 of 9

DATE AND TIME PLOTTED: 14-APR-2009 12:59 DESIGN FILE: V:\CIVIL\PSAWR PUGET SOUND AND ADJACENT WATERS RESTORATION PROGRAM\OWLOOLT PROJECT\35% DESIGN AND RELATED INFORMATION\PWA CAD FILES\OOW 3-24-09\OWLTC-303



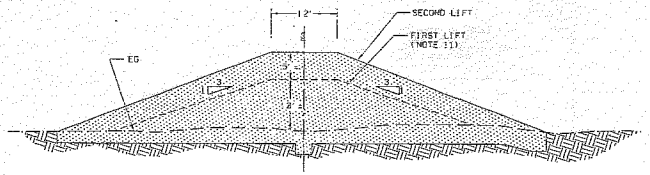
A INDUSTRIAL PARK FLOOD PROTECTION LEVEE
PROFILE

SCALE:
HORIZ. 1"=100'
VERT. 1"=10'



B INDUSTRIAL PARK FLOOD PROTECTION LEVEE - POST SETTLEMENT
TYPICAL SECTION

SCALE: 1"=10'



C INDUSTRIAL PARK FLOOD PROTECTION LEVEE - PRE SETTLEMENT
TYPICAL SECTION

SCALE: 1"=10'

PRELIMINARY
NOT FOR CONSTRUCTION

IF SHEET MEASURES LESS THAN 22" X 34" IT IS A REDUCED PRINT. REDUCE SCALE ACCORDINGLY.

US Army Corps of Engineers
Seattle District

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U.S. ARMY ENGINEER DISTRICT, SEATTLE
CORPS OF ENGINEERS
SEATTLE, WASHINGTON

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Drawn by: E.LEON
Checked by:
Approved by:
Date: 13 APR 09
File name: SEE EC-TB-R1
Work unit:

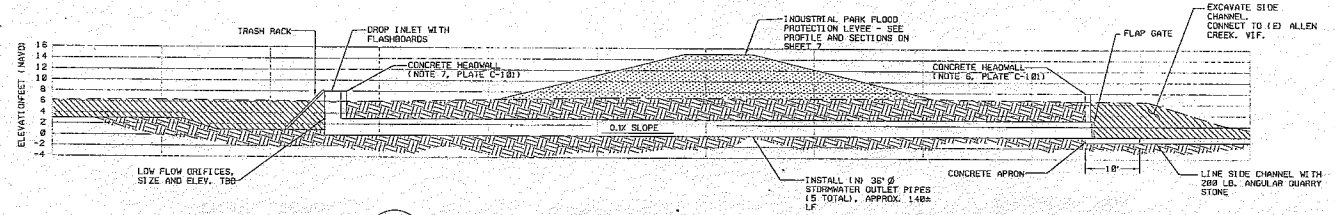
DUWAMISH TIDAL WETLAND RESTORATION

NEW LEVEE PROFILE

MARYSVILLE, WASHINGTON

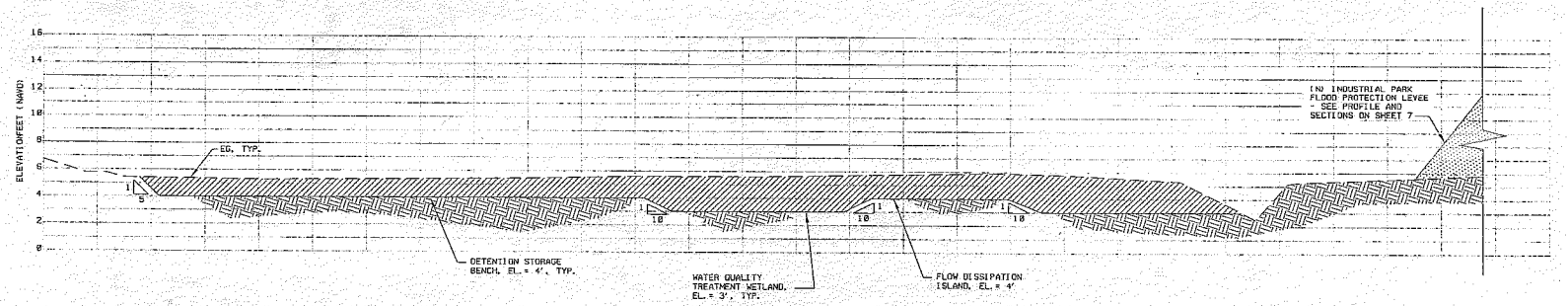
Plate number: C-302
Sheet 7 of 9

DATE AND TIME PLOTTED: 14-APR-2009, 13:08 DESIGN FILE: V:\CIVIL\PSHR PUGET SOUND AND ADJACENT WATERS RESTORATION PROGRAM\SNOHOMISH PROJECT\TBX DESIGN AND RELATED INFORMATION\PWa CAD FILES\DGN 3-24-09\DWL TC-302



A STORMWATER DETENTION OUTLET PROFILE

SCALE: 1"=10'



B STORMWATER DETENTION POND SECTION

SCALE
HORIZ. SCALE: 1"=20'
VERT. SCALE: 1"=4'

PRELIMINARY
NOT FOR CONSTRUCTION

IF SHEET MEASURES LESS THAN 22" X 34" IT IS A REDUCED PRINT. REDUCE SCALE ACCORDINGLY.

US Army Corps of Engineers
Seattle District

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U.S. ARMY ENGINEER DISTRICT SEATTLE
CORPS OF ENGINEERS
SEATTLE WASHINGTON

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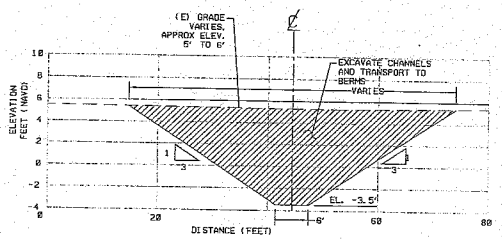
Checked by:
Approved by:
Date: 13 APR 09
File: SEE EC-18-RI
Proj. Engr.:

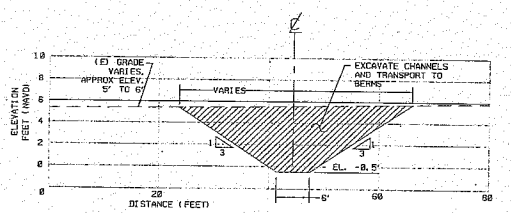
OWL CREEK TIDAL WETLAND RESTORATION
STORMWATER DETENTION AREA SECTIONS
MARYSVILLE WASHINGTON

Plate number:
C-301
Sheet 6 of 9

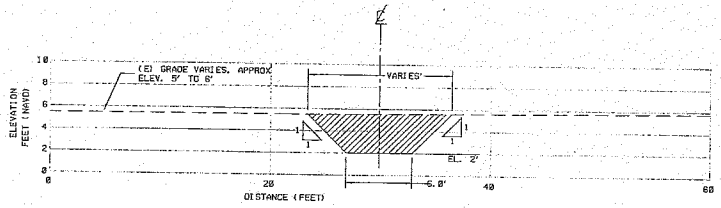
DATE AND TIME PLOTTED: 14-APR-2009 13:02 DESIGN FILE: V:\CIVIL\PSWR PUGET SOUND AND ADJACENT WATERS RESTORATION PROGRAM\OWLCOLT PROJECT\35% DESIGN AND RELATED INFORMATION\PSA CAD FILES\DGN 3-24-09\OWLTC-301



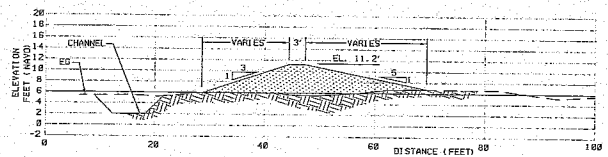
A **THIRD ORDER CHANNEL - TYPE A**
TYP. SECTION
HORIZ: 1"=10'
VERT: 1"=5'



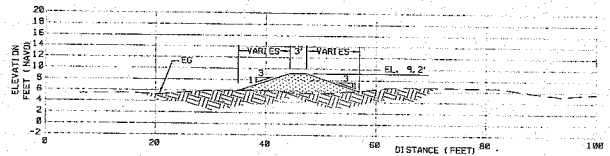
B **THIRD ORDER CHANNEL - TYPE B**
TYP. SECTION
HORIZ: 1"=5'
VERT: 1"=5'



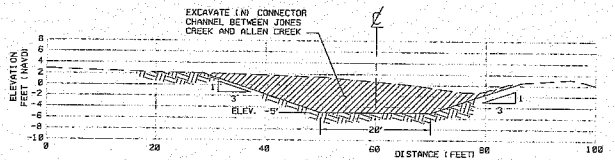
C **SECOND ORDER CHANNEL**
TYP. SECTION
(WORK DONE BY OTHERS)
SCALE: 1"=5'



F **HIGH BERM**
TYP. SECTION
SCALE: 1"=10'



E **LOW BERM**
TYP. SECTION
SCALE: 1"=10'



G **JONES/ALLEN CREEK CONNECTOR CHANNEL**
TYP. SECTION
SCALE: 1"=10'

IF SHEET MEASURES LESS THAN 22" X 34" IT IS A REDUCED PRINT. REDUCE SCALE ACCORDINGLY.

US Army Corps of Engineers
Seattle District

Symbol	Description	Date	Appr.	Checked

Date: 13 APR 09
Plan No: SEE EC-T3-R1
Rev:

Designed by: FORD
Drawn by: LEVON
Checked by:

U.S.ARMY ENGINEER DISTRICT,SEATTLE
CORPS OF ENGINEERS
SEATTLE WASHINGTON
Prepared for:

OWILOOLT TIDAL WETLAND RESTORATION

CHANNELS AND BERMS
TYPICAL SECTIONS

MARYSVILLE WASHINGTON

Plate number: C-304
Sheet 9 of 9

DATE AND TIME PLOTTED: 14-APR-2009 12:55 DESIGN FILE: V:\CIVIL\PSWR PUGET SOUND AND ADJACENT WATERS RESTORATION PROGRAM\OWILOOLT PROJECTS\SX\ DESIGN AND RELATED INFORMATION\PWA AND FILES\DGN 3-24-09\OWLTC-304.

Qwuloolt Restoration Project
RCO Grant Meeting with Tulalip Tribes
December 2, 2010

1. Qwuloolt Project Summary

Goal:
Restore tidal processes to over 350 acres of estuary marsh habitat in the Snohomish River estuary critical for salmon rearing and staging. Improve fish passage to 16 miles of upstream spawning and rearing habitat.

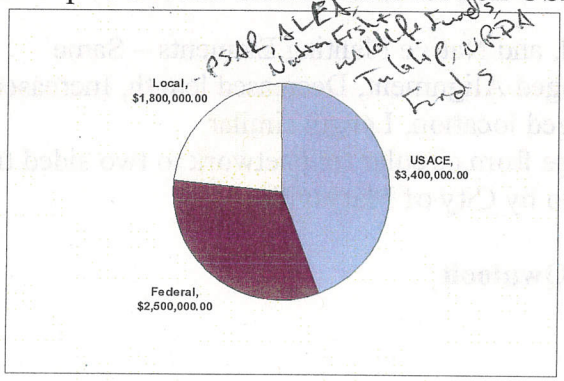
Phases/Restoration Activities:

- Property Acquisition
- Feasibility, Design, & Permitting
- Final Design & Construction
  - Restore stream channels
  - Restore tidal channels and fill drainage ditches
  - Plant native riparian vegetation
  - Construct setback levee
  - Breach levee
- Trail and Park Development (Phase II of ALEA Project – Marysville as Lead)
- Monitoring

Status:

- 35% Design Drawings - Completed
- Project Partnership Agreement (PPA) with USACE – Pending Approval
- Final Designs and Construction – Pending PPA with USACE
- Federal Permits – Secured
- Local Permits – Submitted, Pending Review of Final Designs

Budget:
$7,700,000 Total Project Budget
RCO (ALEA and PSAR) Grants used as match for USACE under PPA
RCO (PSCF) Grant used as part of other federal funds for non-USACE actions



2. RCO Grants

RCO/ALEA/139 (06-1604)	**Budgeted**	
Construction - Levee (USACE 544 Project)	$	445,000
A&E	$	54,000
	$	499,000
MATCH	$	526,000.00
End Date		12/31/2010
RCO/PSAR/194 (09-1277)	**Budgeted**	
Construction - Breach (USACE 544 Project)	$	412,000
A&E	$	51,264
Sales Tax	$	35,000
Supplies	$	1,036
Meeting Expenses	$	250
Mileage	$	450
	$	500,000
MATCH	$	90,000.00
End Date		1/1/2012
RCO/PSCS/# (10-1469) (FEDERAL)	**Budgeted**	
Administration RCO	$	14,043
Construction - Channel Modification	$	22,469
Construction - Plant Removal and Control	$	32,500
PM - Implementation Monitoring	$	48,175
Signs	$	3,000
Traffic Control	$	9,600
Planting	$	128,713
A&E	$	32,500
	$	291,000
MATCH	none	
End Date		6/30/2012

3. Review Project Designs and Changes

Stream, Tidal Channel, and Native Planting Elements – Same
Setback Levee – Changed Alignment, Decreased length, Increased costs
Breach Levee – Changed location, Length similar
Trail Concept – Change from circular trail network to two sided trail system and included park features (agreed to by City of Marysville)

4. Field Visit to Qwuloolt

Qwuloolt Restoration Project

Estuary Restoration Site

SNOHOMISH RIVER ESTUARY

Qwuloolt Restoration Project

September 30, 2010
Meeting and Open House

Why are we doing the project?

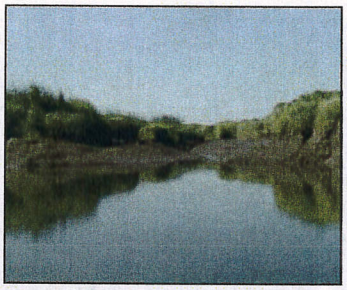
The purpose of the project is to restore the natural resources of the Qwuloolt Marsh to historic conditions. These resources were lost when the estuary was diked and cut off from the natural influences of the river and tides.

The project will restore tidal flows to the estuary and allow natural processes to occur, such as:

- Natural channel formation
- Native vegetation growth
- Fish and wildlife habitat formation
- Water quality maintenance

CURRENT CONDITIONS

AFTER 10 YEARS

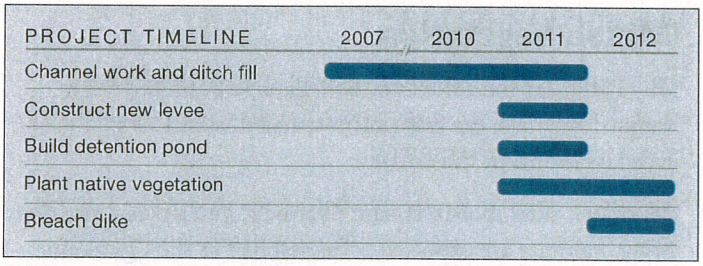


AFTER 50 YEARS

AFTER 100 YEARS

Actions to restore the Qwuloolt Marsh include:

- Breaching a portion of the levee
- Restoring Allen and Jones Creek Channels
- Planting native vegetation
- Constructing a new levee along the west side
- Maintaining flood protection



Questions?

For more information, visit:
http://www.tulalip.nsn.us/qwuloolt/

Or contact:
Maria Calvi (360) 716-4597 or Kurt Nelson (360) 716-4617
Tulalip Tribes Natural Resources
6406 Marine Drive
Tulalip, WA 98271
mcalvi@tulaliptribes-nsn.gov
knelson@tulaliptribes-nsn.gov

NRCS Natural Resources Conservation Service
Marysville
Recreation and Conservation Office
Snohomish Basin Salmon Recovery Forum
Fish and Wildlife
US Army Corps of Engineers Seattle District

Natural Resources

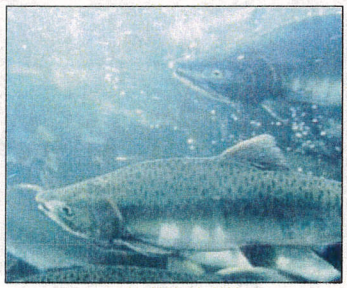
River and Tides

The Snohomish River watershed drains 1,980 square miles of the western Cascades and deposits rich, silty sediments and nutrients in the lowlands of the estuary delta. These sediments and the eroding power of the river help form the estuary marshes, forested islands, sloughs, mudflats, and connecting channels. Tides also influence the Qwuloolt twice daily.

Today, like most of the historic estuary, the Qwuloolt Marsh is cutoff by dikes and levees from the natural influences of the river and tides, drained by ditches instead of stream channels, and stripped of its native vegetation.

This project will return the historic and natural influences of the river and tides to the Qwuloolt in order to restore the tidal marsh that benefit many plants and animals.

Qwuloolt means "Great Marsh" in the lushootseed language of the Tulalip People.



SALMON

CATTAIL

GULLS

BULRUSH

Marsh Vegetation

The height of the tides and the balance of salt and fresh water determine the composition and diversity of plants and habitats found in the estuary.

Mudflats, tidal marsh, stream channels, and upland riparian forest habitats are expected to reestablish at the Qwuloolt once river and tidal connection is restored. Lyngby's sedge, hard stem bulrush, and cattail will be some of the dominant marsh species to establish first, while upland riparian areas will be planted with Sitka spruce, rose, fir, and pine to accelerate natural recovery.

Birds and Wildlife

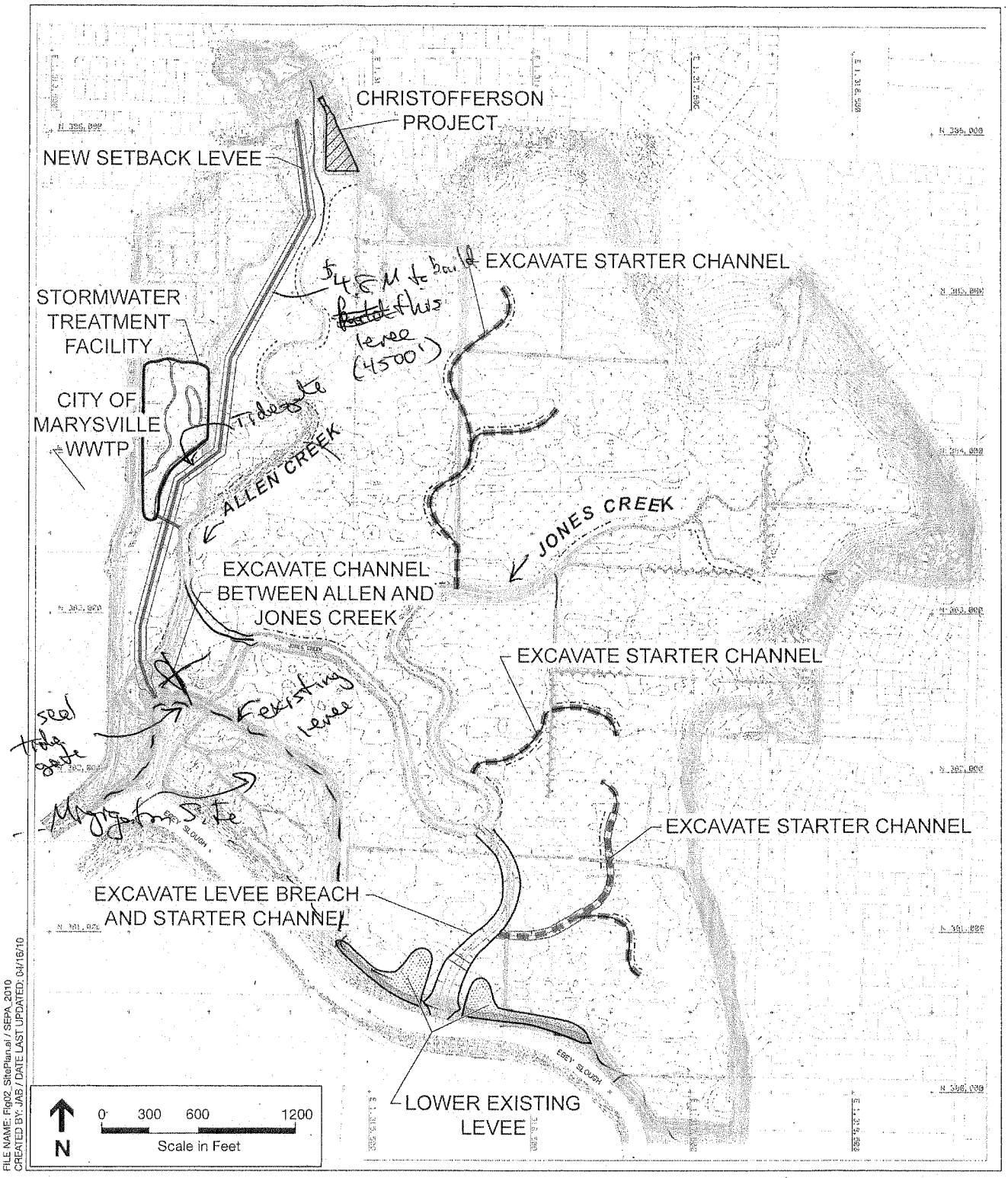
The mosaic of marsh habitats within the estuary provides a wide range of foraging, nesting, and roosting habitats for over 350 species of migratory and resident birds including: Canada geese, brant, green-winged teal, wood ducks, redheads, tundra and trumpeter swans, great-blue herons, arctic terns, Bonaparte's gulls, ring-billed and mew gulls, red-tailed hawks, kingfishers, bald eagles, osprey and great-horned owls.

The estuary and Qwuloolt Marsh also support diverse populations of mammals including seals, beaver, otter, muskrat, mink, raccoon, deer, coyote, and porcupine.

Salmon

One of the most important functions of the estuary is providing spawning, rearing, and feeding areas for many fish and wildlife including salmon. Salmon species utilize the estuary twice, as adults and juveniles, when they migrate between the river basin and marine waters of Puget Sound.

The estuary continues to support a large commercial and recreational salmon fishery. Multiple stocks of anadromous fish include four Pacific salmon (Chinook, coho, chum and pink; anadromous and resident trout (cutthroat, steelhead/rainbow); and anadromous and resident char (Dolly Varden, bull trout, and brook trout. Chinook, bull trout, and steelhead are listed as threatened species under the Endangered Species Act. All stocks are at risk because of historic losses of estuary habitat and continued environmental degradation. Restoration of the Snohomish estuary is a high priority for salmon recovery in the region.



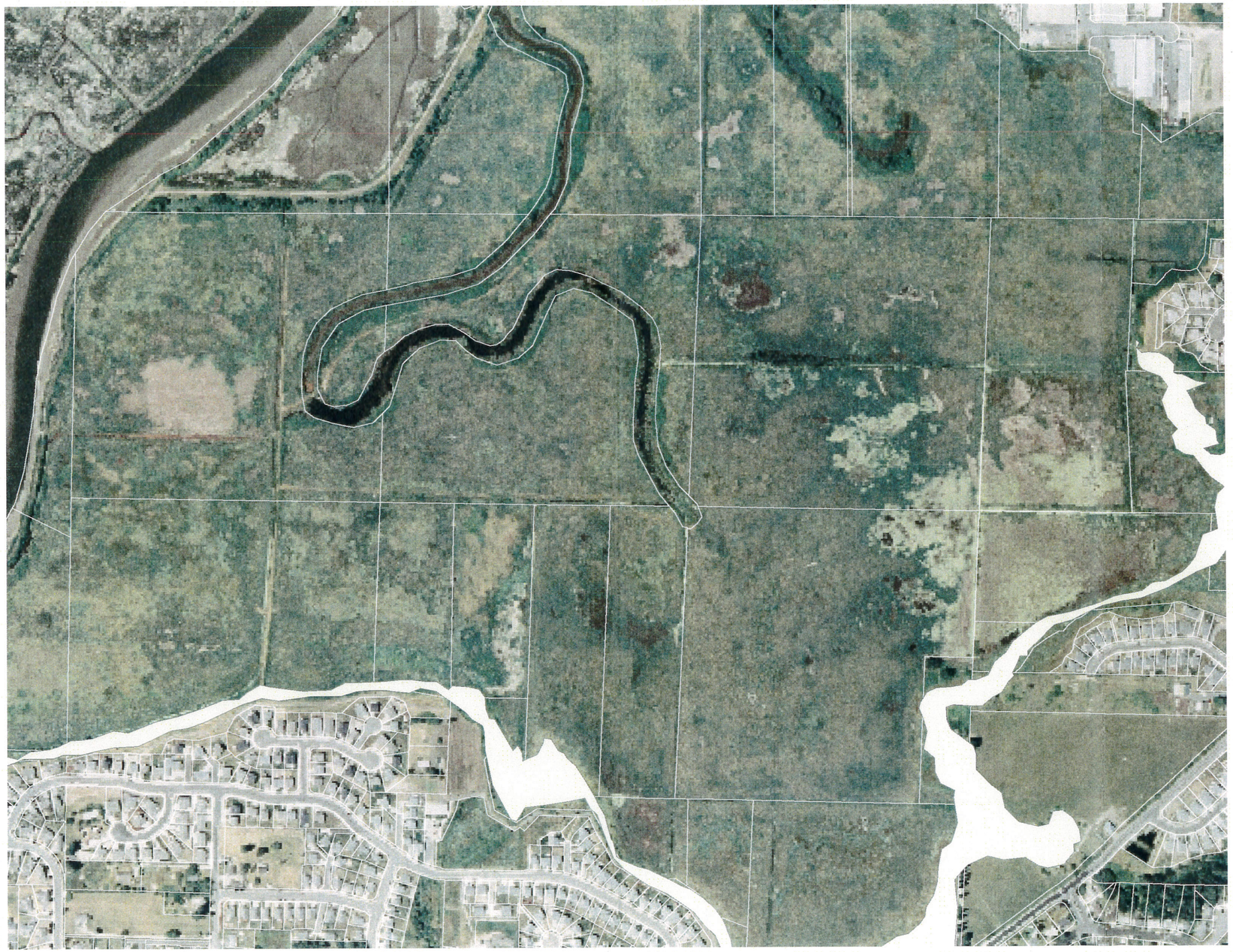
SOURCE: Corps of Engineers, 2009.

Tulalip Estuary Restoration Project . 205143

Figure 2
Site Plan
QWULOOLT ESTUARY RESTORATION PROJECT
MARYSVILLE, WASHINGTON

Qwuloolt Restoration Project

Snohomish River Delta



HeraldNet
Everett, Washington

Published: Friday, February 4, 2011

Salt-water marshes to return

Breaching dikes will restore 360 acres near Marysville to estuary

By Bill Sheets, Herald Writer
MARYSVILLE — More than a century ago, federal surveyors who made notes about the Snohomish River delta recorded comments about marshy areas of cattails interspersed with small forests of Sitka spruce, cedar and salmonberry shrubs.

In the ensuing years, the estuary was extensively diked and gated to create farmland. Most of the wetlands, which provided a place for juvenile salmon to eat, grow and acclimate to salt water, were lost.

Now some of that habitat is on the verge of being restored. The U.S. Army Corps of Engineers has given a final go-ahead to a plan to remove dikes and tide gates to allow salt water from Possession Sound to mingle with fresh water from Ebey Slough.

The Qwuloolt project — the word means "large marsh" in Lushootseed, the Coast Salish language spoken by local Indian tribes — aims to restore 360 acres south of Marysville to its original state.

The Tulalip Tribes are leading the $8.8 million project, with nine local, state and federal agencies serving as partners. Most of the money is coming from federal grants, the rest from the state and in-kind contributions, said Kurt Nelson, environmental division manager for the Tulalip Tribes.

Only about 18 percent of the original 10,000 acres of wetlands in the entire delta — of the type Nelson said was recorded by the surveyors — remains, he said.

"If we can increase that amount it could provide a pretty big jump start for salmon restoration," he said.

The Qwuloolt project will be the largest restoration in the delta to date. A smaller project by the city of Everett, about 60 acres next to the city's water pollution control pond along I-5, was finished in 2007. Another about the same size at the south end of Spencer Island was done by Snohomish County in the 1990s.

The Qwuloolt project represents only a small area of the original wetland, but other projects are being studied or planned. These include one by Snohomish County to restore 300 to 400 acres on Smith Island and a plan by the Port of Everett to restore much of the area between Union and Steamboat sloughs. A large area south of U.S. 2 is being studied by the state.

It's hoped the $11 million Snohomish County project can begin in 2012 or 2013, said Debbie Terwilleger, director of the county's surface water management division.

A 10-year Snohomish River Delta salmon restoration plan — developed shortly after the Puget Sound chinook salmon was listed as threatened under the Endangered Species Act in 2005 — calls for 1,200 acres of estuary to be restored.

In the Qwuloolt area, the Tulalip Tribes have been buying property for more than 10 years, Nelson said. Much of the rest is owned by the city of Marysville.

The tribes have carved 2 miles of new stream channel to help distribute the water when it comes and have filled in a mile of farming ditches.

Late this summer, a new dike is to be built along the west side of the property, said Bernie Hargrave, a restoration program manager for the Army Corps of Engineers in Seattle. This will protect the Marysville Wastewater Treatment Plant and other parcels from flooding when the old dike is breached.

Tide gates at the mouths of Allen and Jones creeks will be removed, allowing salt water — and salmon — to move upstream.

Tide gates are pushed shut by the salt water at high tide and then reopen as the tide runs out. This provides only a narrow window of time for fish to get through, Nelson said.

With the tide gates gone, fish will be able to go as far as 16 miles up Allen Creek.

The final piece of the puzzle will be to substantially lower and breach the dike along Ebey Slough on the south end of the property, expected to be done in 2012, Hargrave said.

Marysville is considering building a trail along the north side of the property and has purchased land in Sunnyside for an overlook. The city does not currently have money to develop it into a park, but "it'll happen eventually," Mayor Jon Nehring said.

Once the water flows into the Qwuloolt area, it will take a while for the site to readjust, Nelson said, and for marsh-type plants such as cattails to establish themselves.

"We expect the site to evolve," he said.

Bill Sheets: 425-339-3439; sheets@heraldnet.com.

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Web site: www.rco.wa.gov

STATE OF WASHINGTON

RECREATION AND CONSERVATION OFFICE

May 18, 2010

Re: Status of EO 05-05 Cultural Resources Consultation
Project Title: Qwuloolt Estuary Restoration – Construction
Project Number: 09-1277

Dear Kurt,

I am writing to update you on the status of our office's cultural resource review[1] of the above project. In accord with the Governor's Executive Order (EO) 05-05, state agencies must submit such projects for review by the Department of Archaeology and Historic Preservation (DAHP), the Governor's Office of Indian Affairs (GOIA), and affected tribes. In the course of this review, if something of cultural significance is identified, or if it is determined that it is likely that something significant may be identified, your agency must work with DAHP and the tribe(s) on an appropriate archaeological survey and mitigation strategy(ies).

The EO 05-05 process is applied when the cultural resources review under Section 106 of the National Historic Preservation Act of 1966 is not required – Section 106 is required for all projects that are federally sponsored, receive federal funding or permits, or occur on federal land. Our office is responsible for ensuring all Salmon Recovery Funding Board (SRFB)-funded projects comply with EO 05-05 before construction. Federal funding and permitting agencies are responsible for ensuring applicable projects are in compliance with Section 106.

The project named above was found to be exempt from EO 05-05 because:

( ) it does not include ground-disturbing activities

(✓) it will be undergoing Section 106 review for:

- (✓) receiving a federal permit
- (✓) receiving federal funding (other than SRFB)
- ( ) occurring on federal land

If any of the above conditions that have exempted your project from EO 05-05 change, please notify your grant manager immediately so RCO can reinitiate consultation with DAHP and concerned tribes, as appropriate.

---

[1] Cultural resources are archeological and historical sites and artifacts; they include traditional areas or items of religious, ceremonial, and social uses to affected tribes.

And a reminder--In the event that archaeological or historic materials are discovered during project activities, work in the immediate vicinity must stop; the area must be secured, and the Sponsor must notify their RCO grant manager, concerned tribe's cultural staff and cultural committee, and Department of Archaeology and Historic Preservation.

If you have any questions regarding this matter, please contact me either by phone at (360) 902-2639 or by email at kay.caromile@rco.wa.gov.

Sincerely,

Kay Caromile
Grants Manager

TULALIP
RESERVATION
CITY OF
MARYSVILLE
QWULOOLT
RESTORATION
SITE
EBEY SLOUGH
I-5
STEAMBOAT SLOUGH
PUGET
SOUND
SPENCER
ISLAND
UNION SLOUGH
SNOHOMISH RIVER
SMITH ISLAND
CITY OF
EVERETT
OTTER
ISLAND
N

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STATE OF WASHINGTON

RECREATION AND CONSERVATION OFFICE

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E-mail: info@rco.wa.gov
Web site: www.rco.wa.gov

February 10, 2014

To the Washington State Department of Ecology:

The Washington State Recreation and Conservation Office (RCO) is pleased to provide this letter in support of the Qwuloolt Estuary Restoration Project proposal(s) for the Floodplain Management and Control Competitive Grant Program and the National Estuary Program (NEP) Watershed Protection and Restoration Grant Program (Theme 3-Protect/Restore Riparian or Floodplain Habitat). The RCO supports this project, granting more than $1.7 million in restoration grants to accomplish this project. The estuarine restoration with a multi-species focus has been identified as a guiding strategy for Puget Sound recovery in the Puget Sound Action Agenda (Puget Sound Partnership, 2012) and is a recommended Local Integrating Organization Near-Term Action (Snohomish-Stilliguamish LIO, 2013). Moreover, the Qwuloolt Project is listed specifically as a high priority project in the approved 10-Year Snohomish River Basin Salmon Conservation Plan (Snohomish Basin Salmon Recovery Forum, 2005) and the updated 3-Year Work Plan for the Snohomish River Basin (Snohomish Basin Salmon Recovery Forum, 2013).

The Qwuloolt Project will restore watershed processes through a significant breach in the north Ebey Slough levee, thereby reconnecting 400 acres of previously cutoff floodplain with tidal inundation. The main constructed element to support this breach and protect surrounding development and infrastructure is the construction of a 4,000 foot setback levee on the western edge of the project. Construction of the setback levee commenced in 2013, and is 40% complete. Interior site work, which began in 2007, includes stream and tidal channel restoration, wave attenuation berm construction, native planting, topographic reconstruction, and stormwater treatment pond construction, is 90% complete.

Completion of the Qwuloolt Estuary Restoration Project will advance the RCO salmon recovery goals. Accomplishing construction of the Qwuloolt Estuary Restoration Project, will achieve 1/3 of the total ten-year estuarine restoration acres goal called out in Snohomish Basin Recovery planning documents. This project will provide a significant contribution to Puget Sound estuarine recovery-- being equivalent in area to the Smith Island Restoration Project and second in size to the Nisqually Estuary Restoration Project. The RCO endorses completion of this project that will benefit multiple stakeholders and implement a key local project to help achieve targets identified in the Puget Sound Action Agenda and Snohomish Basin Salmon Conservation Plan.

Thank you for considering this project for funding.

Sincerely,

Tara Galuska

Tara Galuska
Salmon Section Manager

January/Feb 2014?

To: Snohomish Basin Salmon Recovery Forum
From: Tulalip Tribes
RE: Qwuloolt Project Cost Overrun

Request:
Snohomish Basin Salmon Recovery Forum support additional $550,000 for the Qwuloolt Estuary Restoration construction project borrowed from the 2015-2017 PSAR watershed allocation.

Does the Forum approve requesting funds from other watersheds to support implementation of this project in 2014/2015?

- PSP has presented the option to the Snohomish Forum to "borrow" against the 2015-2017 allocation of PSAR funding.
- If the region (PSP) is successful in securing at least $30M then the Snohomish Basin would receive approximately 6.9% of the total allocation – providing funding of around $1.9 Million.

Background on the Qwuloolt Estuary Restoration Project Cost Overrun

Progress on the Qwuloolt Estuary Restoration Project was substantial in 2013, 90% of the interior site work was completed and 40% of the setback levee, but we still did not reach our principle target of having the surcharge phase of the setback levee completed. During 2013 State funds (ALEA PSAR) were spent principally on the setback levee with the funding going to the Corps for construction and to Tulalip Tribes to provide levee fill material.

Funds are needed by May 2014 or sooner in order to meet the cost share agreement with the Corps. Funds would be used to pay the Corps and process and deliver the remaining material for construction to proceed. The Corps will begin construction June 1st. Their contractor on several occasions refused to begin construction until all material was available and ready. It will take a month to deliver additional material.

This limits other options for funding, though some are being pursed (see funding strategy below). For example, the tribe could resubmit for 2014 SRFB funds, but these would not be available until January 2015, thus setting the project back another year.

Rationale for cost increase request (Qwuloolt Estuary Restoration Need)
2013 costs associated with providing fill material for the setback levee increased substantially (76%), which was due to several factors. These cost increases had a substantial impact on the grant funds in 2013, depleting funds and creating a funding shortage for 2014. Additional costs will be incurred in 2014 thus resulting in a project cost overrun.

Cost increases were due to:

- Having to purchase new material because of changes made by the Corps and their contractor to material specifications and volume needed to construct the levee.
- Delays starting construction – though the contractor was selected and hired in September 2012, contractual issues between the Corps and their contractor delayed the start of construction to September 2013.
- Difficulties processing and hauling materials under in climate weather conditions – The Corps initial schedule called for starting construction in April. That required Tulalip Tribes to process and deliver material during a very wet period. Wet conditions slowed processing, slowed

hauling, and required more effort and money maintaining roads and stockpiles. Having to haul wet fill also threw off quantities hauled (heavier material and less yardage per load). Because of disagreement between the Corps and their contractor with geotextile material for the levee, construction did not start until September. If we knew that they would not start until September we could have done the processing and hauling under more favorable conditions and it would probably have cost less.

- Increased material handling because of site constraints at the material stockpile site. These constraints were created by project modifications at the stockpile site that were agreed to between the Corps and their contractor.

What would happen should funding not be secured:

- If funding is not secured this project will not be able to resume construction in June. This significantly increases the risk that the levee breach will again be delayed for another year and that project costs will once again increase due to delays.
- There will be fewer elements constructed for the project, and thus the full function of the project will not be maximized. Berm lengths and hauling of stripping material has already been reduced in order to reduce costs.
- Finally, delays in construction could impact other estuary restoration projects in the cue in terms of funding mechanisms and institutional support should this project continued to be delayed.

Qwuloolt Estuary Restoration Project Overview and History:

Project element	Status	
Phase 1 – Interior site components	90% complete	Requested and received additional $150,000 PSAR return funds for interior elements May of 2013
Phase 2 – Levee Construction	Construction began in 2013. 40% complete	Some of the PSAR funds went to this phase as well
Phase 3 – Levee lowering and Breech	Originally scheduled for fall 2014 but now scheduled for 2015	The Corps currently has the funds to complete this phase

2014 Qwuloolt Costs and Funding Requirements (as of 1/2014)

	Contractual or Estimated	Costs To Date	Additional Costs	Most Recent Cost Estimate	% Change	Funds Available	Need
Interior Site Elements	$1,491,832	$1,124,512	$468,426	$1,592,938	7%	$440,014	$28,412
Levee Fill Element	$1,526,430	$2,209,682	$474,675	$2,684,357	76%	$125,000	$349,675
Levee and Breach Elements*	$5,325,000		$547,000	$5,872,000	10%		
USACOE Share	$4,028,050		$360,000	$4,388,050	9%		
Tribal Share	$1,296,950		$187,000	$1,483,950	14%	$110,000	$77,000
					Sub-Total =	$675,014	$455,087
					10% Contingency =		$94,310
					Total Need =		$549,397

*Includes contract and management
Available funds include additional Tribal funds and an NRCS budget modification that are expected.
Contingency - 10% for the cost of actions scheduled in 2014

Additional funding strategies to address the cost overrun:
Tulalip Tribes is currently seeking funds to make up a possible $550,000 short fall by pursing all of the following options. The PSAR loan program would be considered a stop gap if other funding options do not work out.

- Submitted application for EPA 319 funds (would provide $79,000)
- Grant applications to Floodplains By Design Grant - $350,000 and NEP Watersheds grant $350,000
- Negotiating with EPA and others to re-program CERCLA to NRDA funding
- Requests to other funders
- Discussions with Snohomish Basin Watershed regarding PSAR Loan Program

Project Milestones and changes
Project milestones will continue to be met, but the timeline for the project has changed due to delays in levee construction. We expect the Corps and their contractor to complete levee construction in 2014 and the final grading of the levee and breach will occur in 2015.

Existing PSAR Funds:
Tulalip Tribes currently has ($81,000) remaining in the PSAR grant supplement provided in 2013. These funds are targeting interior site elements. We were advised by the RCO grant manager to not fully expend these funds so that additional money could be added to this grant, should the watershed and PSP agree and funds become available.

Timeline:
90% of the remaining funds and requested funds will be spent in 2014. The remaining funds will be expended in 2015.

Project Description
The Qwuloolt Estuary Restoration Project represents a broad-based interagency and community effort to restore historic tidal processes and a functioning estuary intertidal marsh system to 400 acres of isolated floodplain within the lower Snohomish River Estuary. The project will also restore natural hydrologic connection and functions to two stream systems and provide unrestricted fish access to 16 miles of upstream spawning and rearing habitat. Restoration will involve breaching the levee along Ebey Slough, installing a setback levee to protect adjacent properties located in the floodplain, filling existing ditches, excavating stream and tidal channels, constructing berms (site relief), and planting native shrub and tree species in shoreline riparian areas and constructed berms.

Multiple resource assessment and watershed planning efforts within the region have identified the Qwuloolt Project as a priority for intertidal marsh restoration and salmon recovery, starting as far back as the 1974 agreement, "Recommendations for Comprehensive Land Use Planning and Flood Control for the Snohomish Basin". The 2005 Snohomish River Basin Salmon Conservation Plan (Plan) stated that the quality and quantity of rearing habitat in the nearshore, estuary, and mainstem of the river is the primary factor limiting Chinook salmon in the Snohomish Watershed. The Qwuloolt Project will have a direct benefit on this federally threatened species, as well as steelhead and bull trout, and other

salmonids by restoring access to limited fresh to salt water critical transitional estuary habitat. Specifically, the Qwuloolt project will contribute to restoration of 400 acres of the 1,237 acre target for estuarine habitat restoration as outlined in the Plan.

Overall Project Objectives are to:

- Restore natural tidal and riverine processes to 400 acres of historic estuary
- Restore fish access to 400 acres of critical rearing habitat
- Restore natural hydrologic connection to two small stream systems
- Restore unrestricted fish access to 16 miles of upstream spawning and rearing habitat

Project Phases and Components

Because of the large-scale and complex nature of this project, construction has been divided into phases and components to be completed over multiple years:

- **Phase 1- Interior Site Components**:
  This phase involves filling existing ditches, excavating stream and tidal channels, constructing berms (site relief), and planting native shrub and tree species in shoreline riparian areas and constructed berms. This phase is concurrent with the other project components
- **Phase 2- Levee Construction Component**:
  This component of the project will be under the management of the U.S. Army Corps of Engineers (USACOE), under their Puget Sound and Adjacent Waters Program. Puget Sound Acquisition and Restoration (PSAR) funds from this grant will be used as part of the local cost share for work performed by the USACOE. Specifically, the PSAR funds will be used for levee construction and project management in 2014 along the western edge of the project site. Levee construction is currently underway and is scheduled to be completed in 2014 and 2015. A majority of the levee will be constructed in 2014. After a required 7 month period of levee settlement the levee will be graded and finished in 2015
- **Phase 3- Levee Lowering and Breaching Component**:
  This last step of the restoration project will involve lowering approximately 1500 feet of levee and construction of a 260 foot wide breach in the levee along Ebey Slough, at the southern edge of the project site. This will also be performed by the USACOE under their Puget Sound and Adjacent Waters Program in 2015 after settlement and final grading of the setback levee.

Qwuloolt Project Tasks and Grant Funds for 2014

	Estimated Cost for 2014	Grant Funds Available
Engineering Support		
Engineering and Surveying Support	$13,670	$13,670
Future Contracts		
Culvert removal and road repair	$15,600	$5,600
Mowing site 200 acres @ 85/acre	$17,000	$30,000
Stormwater Retrofit Design/Build	$85,000	$85,000
Waterline Retrofit	$25,000	$25,000
Planting 10 acres (berm and remaining perimeter) @ 5000/acre	$27,540	$27,540
Stormwater Pond (10,500 cy)@ $7.0 cut and haul, planting	$88,500	$8,083
Tide Gate Fill/Seal	$30,000	$20,000
Reece Contract		
Berm Construction (1598 ft) @20/ft	$31,960	$31,960
Channel Outlet Construction (10000 cy) @ 3.47/cy	$34,700	$34,700
Complete Ditch Fill 1000 ft remaining @16/ft	$16,691	$16,691
Small Channel Construction	$2,417	$2,417
Stripping Removal	$32,348	$32,348
Other (e.g. TESC)	$48,000	$9,005
Material Contracts		
Levee Material Processing (20,000 cy) @ 3.80/yd	$76,000	$76,000
Levee Material Hauling (19,000 cy) @ 5/yd	$95,000	$49,000
Material Cost for 20,000 cy or 30,000 tons	$310,500	$0
Additional Corps PPA Needs	$140,000	$0
Total Estimated	**$1,089,926**	**$467,014**
	Need	**$622,912**

Highlighted cost is dependent on Corps material assessment that is in progress.

Grant	Grant Funds Remaining
PSAR	82,614
PSCS	141,671
NFWF	20,000
NRDA	54,490
NRCS	168,239
Total	467,014

Construction (January 10 2014 update)

Task	Year	Estimated Cost*	Expenditures**	Source	Accomplishment
Site Prep	*2007*	*$51,000*			
Prep	2007		$20,011	WRP/WREP	Mowing/Fence/Clearing/Garbage/Tiles
Demolition	2011		$15,500	ARRA	Complete
Monitoring Plan	2007 - 2010	$35,000	$35,000	WDFW 06-1325	Complete
Channels	*2007*	*$327,250*			
Allen and Jones Construction	2007		$141,478	WDFW 06-1325/NRDA	3360 feet of channel
Small tidal channel	2008		$33,457	NRCS-WRP	3163 ft small channel
Channel Construction	2009 - 2013		$289,263	Coastal Protection/NCWG/ARRA	1450 feet of large channel, 2550 feet small channel
Planting	*2010* -2012	*$145,356*	$193,264	NOAA - Community Based/NCWG/ARRA	11 acres; included environmental education
Berms	*2010* - 2013	*$520,002*	$229,017	NRCS-WRP/ARRA	9067 feet of berm
	2008		$3,294	WREP	1000 low berm
Ditch	*2010* - 2013	*$203,200*	$56,214	NCWG/NRCS-WRP/ARRA	4100 feet of ditch
	2007 -2008		$82,808	WDFW 06-1325/NRDA/WREP	5380 feet of ditch
Stormwater pond	*2010* - 2013	*$210,024*	$25,206	NCWG	1 acre of the 5 acres excavated
Levee Fill Process and Haul	*2012* - 2013	*$1,526,430*	$2,200,000	PSAR/ARRA/NRDA-BNSF/Tribal	126,000 cy processed/100,000 cy on site
Corps Levee and Breach	***2012 - 2015***	***$6,509,000***	**$4,600,000**	USACOE/PSAR/ALEA/Tribal/NRDA-BNSF/NFWF	Levee 40% complete
		$6,020,825		*Levee Cost Estimate*	
		$488,175		*Breach Cost Estimate*	
Management and Engineering	**2012- 2015**	*$1,155,000*	**$1,155,000**	USACOE/PSAR/ALEA/Tribal/NRDA-BNSF/NFWF	
2014 Cost Estimate	**2014-2015**		**$967,926**	Expected 2014 costs	
Total		**$9,527,262**	**$10,047,438**		

*Estimated costs are based on a combination of consultant estimates, corps estimates, previous experience.

**Expenditures column includes actual tribal construction costs and Corps project budget (highlighted area). This column also includes aniticated Tribal 2014 costs.
Does not include in-kind project management cost from the Tribes (~ $200,000).

Accomplishment 2007 - 2013		
Planting	11 acres	
Channel Construction*	10,523 feet	2.0 miles
Berm Construction	10,067 feet	1.9 miles
Ditch Filling	9,480 feet	1.8 miles
Stormwater Pond	1 acre	
Levee Constructed	40%	

Qwuloolt Property Acquisition

Property/Easement	Year	Acres	Cost	Sources
Portinga	1998	266.7	$1,437,432	WRP/NRDA
Hilton	2000	11.75	$77,876	NRDA
Rasmussen	2000	11.6	$145,494	NRDA/NCWG -1
Bower	2001	6.03	$332,045	NRDA/NCWG -1
HDK	2002	36	$2,212,890	NRDA/NCWG -1/SRFB
Cajun/Frazier	2003	2	$188,270	NRDA
Crane	2004	9.6	$164,252	NRDA/NCWG - 3
Meachum	2010	0.64	$351,000	NRDA
Crane Easement	2004	6.94		ST
D. Christofferson	2011	4.28	$170,933	NRDA
Mack	2013	1.48	$63,738	Tribal
Mack Easement	2008	1.31	$60,000	NRDA
M.Christofferson Easement	2010	0.05	$3,000	NRDA
Meisinger	2008	1.57	$21,000	NRDA
Archie	2009	3.5	$400,000	NCWG
Beatty Easement	2010	0.75	$25,000	NRDA
Wood Easement	2009	2.99	$40,000	NRDA
Snyder Easement	2009	0.56	$10,000	NRDA
Yanez Easement	2011	0.06	$3,000	NRDA
Hilton Easement	2008	0.47	$1,000	NRDA
Rose Easement	2009	9.91	$10	ST
Hendrickson Easement	2008	3.82	$240,146	NCWG/Marysville/ST
Roberts Easement	2008	1.97	$0	ST
Ross Easement	2009	3.14	$0	
City Easements	2013	20	$50,000	Tribal
Total		**407**	**$5,997,086**	

Does not include in-kind from the Tribes/NOAA/USFWS/Ecology

Qwuloolt Planning, Permiting, Design

Planning Permiting Design	Cost	Sources				
USACOE Feasibility Study	$571,000	USACOE/PSAR/ALEA/Tribal/NRDA-BNSF	RCO ALEA 06-1604	RCO PSAR 07-1624		
ESA Adolfson	$739,160	NRDA-Qwuloolt	RCO SRFB Fed 04-1587	RCO PSAR 07-1624	RCO SRFB Fed 04-1587	NOAA - Open Rivers
USACOE Design	$500,000	USACOE/PSAR/ALEA/Tribal/NRDA-BNSF	USACOE	RCO ALEA 06-1604	RCO PSAR 07-1624	NRDA-BNSF
Battelle Hydrodynamic Study	$172,807	WDFW/NRDA/County/City/Wildlands	WDFW 06-1325^			
Total	**$1,982,967**					

Does not include in-kind from the Tribes/NOAA/USFWS/Ecology

Deliverables and Associated Attachments in Prism for RCO Grant 09-1277- Qwuloolt Estuary Restoration Project.

1. **Revision of preliminary design drawings.**
   1.1 Tulalip's portion of the work- Channels and Berms: Attachment # 47
   1.2 Tulalip's portion of work- Native Plantings: Attachment # 58
   1.2 USACE's portion of the work- Setback Levee and Levee Breach: too large to attach, has been sent as DVD previously – in filed Attach #72
   1.4 Overview of all elements poster: Attachment # 38

2. **Preparation of additional detailed drawings as needed to clarify the design of specific work items**
   2.1 Stormwater Pond design-75%: Attachment # 59
   2.2 Other elements on project's east side- Draft Alternatives for SE Corner Stormwater outfalls and ditches: Attachment # 60

3. **Preparation of technical specifications to fully describe each part of the work.**
   3.1 Specifications for Setback Levee and Levee Breach: Attachment # 61
   3.2 Setback Levee and Levee Breach Design Document Report: Attachment too large to attach; can be submitted via mail or alternate server
   3.3 Setback Levee and Breach Hydrology and Hydraulics (H and H) Appendix: Attachment # 62
   3.3 Setback Levee and Levee Breach Geotechnical Report: Attachment # 39

4. **Preparation of a final construction cost estimate.**
   4.1 Final construction cost estimate: to be determined

5. **Preparation of contract bidding documents and general contract conditions.**
   5.1 Channels and Berms: Attachment # 42
   5.2 Setback Levee and Levee Breach- Attachment # 63
   5.3 Plantings: Attachment # 64

6. **Permits and cultural resource review.**
   6.1 Permits
   -Conditional Shoreline and Substantial Development Permit: Attachment # 27
   -Shoreline Substantial Development Permit: Attachment # 65
   -SEPA Mitigated Determination of Non-significance: Attachment # 66
   -Hydraulic Project Approval 2012: Attachment # 67
   -ESA Consultation: Attachment # 68
   -Grading Permit: Attachment # 69
   -USACE Nationwide Permit: Attachment # 70
   -USACE Nationwide Permit Conditions: Attachment # 71
   6.2 Cultural Resources
   -USDI Cultural Resources Report 2006: Attachment # 25
   -USACE (AMEC) Cultural Resources Report 2008: Attachment #26

Natural Resources Building
1111 Washington St. S.E.
Olympia, WA 98501

P.O. Box 40917
Olympia, WA 98504-0917

FILE COPY

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STATE OF WASHINGTON

RECREATION AND CONSERVATION OFFICE

August 7, 2013

Kurt Nelson
Tulalip Tribe
6406 Marine Dr
Tulalip, WA 98271

RE: Qwuloolt Estuary Restoration - Construction, RCO #09-1277R
Amendment # 8

Dear Mr. Nelson:

In response to your request to amend the above-referenced Project Agreement, we have reviewed the circumstances and pertinent RCWs, WACs, and program policies relating to your request. As a result, I am approving an amendment to the Qwuloolt Estuary Restoration - Construction project.

Enclosed are two original amendments to the Project Agreement. Please sign both amendments, retain one for your records, and return one original. If you have any questions, please call Elizabeth Butler at (360) 725-3944, or send an e-mail to elizabeth.butler@rco.wa.gov.

Sincerely,

Kaleen Cottingham
Director

Enclosures

RCO ROUTING SLIP

Project Manager	ecb 8/7/13
OGM Senior	tg 8/7/13
Section Manager	
Fiscal *	ok
Deputy Director	8/7/13 sa
Director	

** Fiscal reviews all amendments with cost changes*

Comments: On 6/13/13: . Director approved additional $100K 07-09 PSAR return funds are available to fulfill PSPs total regrest. ($150K)

AMENDMENT APPROVAL FORM

	Date	Initials
Grant Mgr:	7-Aug-13	ecb
Section Mgr:		
Fiscal:		
Deputy:	8/7/13	SRB
Director:		

Project #: 09-1277 Restoration

Amendment #: 8 - Cost Change

Project Title: Qwuloolt Estuary Restoration - Construction

Project Sponsor: Tulalip Tribe

AMENDMENT DESCRIPTION:

Funding is increased by $100,000 of 2007-2009 PSAR return funds from 10-1877, to afford higher than anticipated construction costs bringing the total Project Agreement to $1,106,780.05.

PROJECT SUMMARY:

Board Funded Date:	10/23/2009	**Prior Time Extensions:**	3	**RCO Amount:**	$1,006,780.05
Project Start Date:	10/16/2009	**Other External Amendments:**	4	**Sponsor Match Amount:**	$0.00
Original End Date:	01/01/2012	**Sponsor Active Projects:**	2	**Total:**	$1,006,780.05
Current End Date:	06/30/2014	**Sponsor Completed Projects:**	6	**RCO Paid To Date (95%):**	$956,780.05
		Sponsor Not Completed Projects:	2	**RCO Remaining (5%):**	$50,000.00
Last Progress Report:		**Sponsor Dead Projects:**	1	**Last Billing Date:**	06/12/2013

PROJECT AGREEMENT DESCRIPTION:

The Qwuloolt Estuary Restoration Project represents a broad-based interagency and community effort to restore historic tidal processes and a functioning estuary intertidal marsh system to 400 acres of isolated floodplain within the lower Snohomish River estuary. The project will also restore natural hydrologic connection and functions to two stream systems and provide unrestricted fish access to 16 miles of upstream spawning and rearing habitat. Overall restoration work will involve breaching the levee along Ebey Slough, installing a setback levee to protect adjacent properties located in the floodplain, filling ditches, excavating stream and tidal channels, and planting native shrub and tree species in shoreline riparian areas. Total project cost is estimated to be more than $12,000,000 including land acquisition.
This project involves initial restoration activities including channel excavation and ditch filling, treatment of invasive reed canary grass, year one construction of approximately 4,000 feet of the west setback levee, restoration of more than 1 mile of historic and new channel with riparian plantings, project permitting, design, and management tasks. These funds will supplement tribal funds to meet a 35% local cost-share obligation for working with the US Army Corps of Engineers under the Puget Sound and Adjacent Waters Program.

PROJECT FUNDING (CURRENT):

Bien	Fund	Appn	Reapp Ind	Orig Bien	Orig Appn	Grant	Activity	SubActiv	SO	Amount
13-15	057	I13	Reapp	09-11	I13		ALEA	ALEA	NZ	$456,780.05
13-15	057	I03	Reapp	07-09	I03		PSARP	PROJ	NZ	$550,000.00

QUESTIONS:

	Yes	No	N/A	Other (see notes)
Is the amendment request consistent with the original project intent?	☑	☐	☐	☐
Did the sponsor provide adequate justification for the proposed change?	☑	☐	☐	☐
Did the sponsor exhaust all practical alternatives before requesting the amendment?	☑	☐	☐	☐
Is the current project meeting its milestone obligations to RCO?	☐	☐	☐	☑
Is the current project meeting its billing obligations to RCO?	☑	☐	☐	☐
Did the sponsor have little control over the condition causing the amendment?	☑	☐	☐	☐

	Yes	No	N/A	Other (see notes)
Does the sponsor have a good track record of implementing projects?	☑	☐	☐	☐
Will the proposed change help implement the project faster?	☐	☑	☐	☐
Is the project change a result of a design and /or permitting requirement?	☐	☐	☐	☑
Will this action cause funding to be re-appropriated? Fiscal (PIS. confirm)	☐	☑	☐	☐
Is staff recommending approval of this amendment request?	☑	☐	☐	☐
Does the Lead Entity support the proposed change and is the documentation provided (letter or e-mail)?	☑	☐	☐	☐
Is the proposed change technically sound? Has the Review Panel reviewed the change? If so, have their comments been incorporated into the request (i.e. conditioning)?	☑	☐	☐	☐

NOTES AND ANALYSIS:

The Tulalip Tribes and PSP requested a $150,000 cost increase to the Qwuloolt Estuary Restoration Project on June 5, 2013. However the 07-09 PSAR funding balance only would afford a $50,000 cost increase at that time. The director approved the $50,000 cost increase, and later a second $100,000 cost increase when PSAR return funds are available to the Partnership. Additional 07-09 PSAR funding will be coming available shortly through 10-1877 S Prairie Creek Floodplain Acquisition which is closing short by $329,248.03. The OGM reported that the project is not yet closed short, but the final invoice has been submitted (PSAR Award = 334,475; Paid to date = $5,226.97).

The Partnership has requested that this cost increase be expedited, as the Qwuloolt Estuary Restoration is under construction. In order to facilitate a timely issuance of the Qwuloolt cost change amendment, fiscal recommended that complementary a cost change amendment be added to the 10-1877 project agreement (but not processed) to indicate the $100,000 of the return 07-09 PSAR funding is allocated to the Qwuloolt project. The amendment is in 10-1877, but will not be routed for approval; rather it will allow Fiscal to prepare the proper coding once the S Prairie Creek Floodplain Acquisition is closed.

Tulalip Tribes is staging the fill for dike construction, and the interior site work to prep the Qwuloolt marsh for flooding in 2014 has been underway. A formal ground breaking ceremony for the setback dike is scheduled for August 27th. This supplemental funding will help to cover cost increases associated with the following:

- **Increased Site Preparation**: The federal and state agencies suggested that in addition to mowing the invasive reed canary grass (RCG), the project also disc the site to break-up the extensive root system, in order to reduce the likelihood of the RCG persisting in the intertidal zone. RCG has been found to tolerate and survive in brackish and wet conditions if it is already established.
- **Interior Berm Construction Hauling**: Interior berms are being constructed to provide wave attenuation and create micro-habitats for various species. Originally material from the levee stripping and stormwater pond was to be hauled directly across the site. Due to construction sequencing, some of this material must now be hauled around the new setback levee, resulting in increased costs.
- **Levee Access Road Repair Work**: The increased hauling of berm material on the existing levee described above will likely require repair of the levee road surface.

This project is a 65/35 cost share between the USACOE/Tulalip Tribes through the Puget Sound Adjacent Waters Program. RCO funding is part of the 35% Tulalip share in the project. If additional funds are not made available, the sponsor will decrease the length of berms constructed and size of areas planted, resulting in a reduction to the potential habitat function. Snohomish Watershed has reviewed and approved the Tulalip Tribes cost increase request. Puget Sound Partnership sent a letter requesting RCO add return PSAR funds to the project to help cover the increased project costs (correspondence attached).

To: Snohomish Basin Salmon Recovery Forum
From: Tulalip Tribes
April 24, 2013

RE: Request for Snohomish Basin Salmon Recovery Forum support – additional $150,000 for the Qwuloolt Estuary Restoration construction project from the Puget Sound Regional PSAR return funds from PSP

PSAR Return Funds:
The Puget Sound Partnership manages the PSAR funding for Puget Sound. In every biennium some funds are returned from projects that are completed under budget or have scope changes. These funds are first returned to the watershed from which they originated, and if the watershed has no use for them they are put into a Puget Sound wide funding pot. These funds are distributed based on a first come/first served basis assuming the increase or need is warranted and that it is supported by the watershed. It is currently unclear how much funding may be available, but it is important to be in the line before decisions are made.

Request: We are requesting an additional **$150,000** from the Puget Sound Partnership PSAR return funds. This is an approximately 1% cost addition to the project. The total project cost of Qwuloolt is **$12,000,000.** Funding has been secured through many different grant sources including Federal Recovery Act funding, ESRP, SRFB, PSAR, ALEA, NOAA, US Fish and Wildlife Service, US Army Corps of Engineers.

Rationale for cost increase request (Qwuloolt Estuary Restoration Need)
Work is underway to construct the setback levee and interior site work to prep the Qwuloolt site for flooding in 2014. As with many large scale projects, there have been some unanticipated cost increases to the project. This funding will apply to:

- **Increased Site Preparation**: The federal and state agencies are suggesting more intense treatment of the site for invasive reed canary grass removal than was originally planned, which only included mowing. This increased mowing (this year and next) and disking will increase the cost of the project.
- **Interior Berm Construction Hauling**: A key element of this project is interior berms that are intended to provide wave attenuation and create micro-habitats for various species. Due to the sequencing of the levee construction hauling distance has increased for the berm materials on the site than initially intended. Originally material from the levee stripping and stormwater pond was to be hauled directly across the site. Some of this material now will have to be hauled around the new levee, resulting in increased costs.
- **Levee Access Road Repair Work**: Because of the increased hauling of berm material around the levee on the existing levee discussed in the previous need, it is anticipated repair of the levee road surface will be needed.

If we are unable to secure additional funds, the likely result will be a decrease in the length of berms constructed, a decrease in areas planted, resulting in a decrease in project function.

Qwuloolt Estuary Restoration Project Overview and History:

Overview of project budget and proposed revisions:

Project element	Budget	Status	Change
Phase 1 – Interior site components*	1,081,412	Underway	Requesting additional $150,000 for interior elements
Phase 2 – Levee Construction	6,112,000	Underway	
Phase 3 – Levee lowering and Breech	397,000	Scheduled for fall 2014	

***Estimated cost to complete interior site components**

Project Description

The Qwuloolt Estuary Restoration Project represents a broad-based interagency and community effort to restore historic tidal processes and a functioning estuary intertidal marsh system to 400 acres of isolated floodplain within the lower Snohomish River Estuary. The project will also restore natural hydrologic connection and functions to two stream systems and provide unrestricted fish access to 16 miles of upstream spawning and rearing habitat. Restoration will involve breaching the levee along Ebey Slough, installing a setback levee to protect adjacent properties located in the floodplain, filling existing ditches, excavating stream and tidal channels, constructing berms (site relief), and planting native shrub and tree species in shoreline riparian areas and constructed berms.

Multiple resource assessment and watershed planning efforts within the region have identified the Qwuloolt Project as a priority for intertidal marsh restoration and salmon recovery, starting as far back as the 1974 agreement, "Recommendations for Comprehensive Land Use Planning and Flood Control for the Snohomish Basin". The 2005 Snohomish River Basin Salmon Conservation Plan (Plan) stated that the quality and quantity of rearing habitat in the nearshore, estuary, and mainstem of the river is the primary factor limiting Chinook salmon in the Snohomish Watershed. The Qwuloolt Project will have a direct benefit on this federally threatened species, as well as steelhead and bull trout, and other salmonids by restoring access to limited fresh to salt water critical transitional estuary habitat. Specifically, the Qwuloolt project will contribute to restoration of 400 acres of the 1,237 acre target for estuarine habitat restoration as outlined in the Plan.

Overall Project Objectives are to:

- Restore natural tidal and riverine processes to 400 acres of historic estuary
- Restore fish access to 400 acres of critical rearing habitat
- Restore natural hydrologic connection to two small stream systems
- Restore unrestricted fish access to 16 miles of upstream spawning and rearing habitat

Project Phases and Components

Because of the large-scale and complex nature of this project, construction has been divided into phases and components to be completed over multiple years:

- **Phase 1- Interior Site Components**:
  This phase involves filling existing ditches, excavating stream and tidal channels, constructing berms (site relief), and planting native shrub and tree species in shoreline riparian areas and

constructed berms. This phase is currently ongoing and will occur concurrently to the other project components

- **Phase 2- Levee Construction Component**:
  This component of the project will be under the management of the U.S. Army Corps Of Engineers (USACOE), under their Puget Sound and Adjacent Waters Program. Puget Sound Acquisition and Restoration (PSAR) funds from this grant will be used as part of the local cost share for work performed by the USACOE. Specifically, the PSAR funds will be used for levee construction and project management in 2013 along the western edge of the project site. Levee construction is currently underway and is scheduled to be completed in 2013 and 2014. A majority of the levee will be constructed in 2013. Levee settlement is anticipated, which will require additional filling, final grading and rock work in 2014.
- **Phase 3- Levee Lowering and Breaching Component**:
  This last step of the restoration project will involve lowering approximately 1500 feet of levee and construction of a 260 foot wide breach in the levee along Ebey Slough, at the southern edge of the project site. This will also be performed by the USACOE under their Puget Sound and Adjacent Waters Program.

Project Milestones and changes
Project milestones will continue to be met on schedule as this is not a request for a time extension. The concern with the cost increase is that there will be fewer elements constructed for the project, and thus the full function of the project will not be maximized should additional funds not be secured.

Existing PSAR Funds:
Tulalip Tribes currently has a grant with a small amount ($30,000) of 09-11 PSAR funds remaining. We were advised by the RCO grant manager to not fully expend these funds so that additional money could be added to this grant, should the watershed and PSP agree and funds become available.

Timeline:
50% of the funding will be utilized during the 2013 construction season. The remaining amount will be used shortly before the breech in 2014.

STATE OF WASHINGTON

PugetSoundPartnership

LEADING PUGET SOUND RECOVERY

June 5, 2013

2007-2009 PSAR RETURN FUNDS
Allocation Request

Background: Puget Sound Acquisition and Restoration (PSAR) projects from the 2007-09 biennium have, in some cases, closed under budget and returned unused funds to the Puget Sound region. As of June 2012, approximately $150,000 in these unused funds is available.

The Puget Sound region, in partnership with RCO, needs to allocate these funds. Previous discussions between the region and RCO resulted in a general allocation policy that is described in Appendix P of the 2013 update to Manual 18.

Action Request: In February, June, July, September, October and December 2012, the region allocated Return Funds to complete several 2007-09, 2009-11 and 2011-13 PSAR projects that had requested funds and met the Return Funds policy and criteria. Since that time, the region has received an additional request from a Puget Sound Lead Entity to utilize remaining Return Funds. The project requires additional funding to complete restoration work within an already approved scope of work and is time sensitive. The watershed has approved additional funds for this work and do not have local PSAR funds available. Puget Sound region staff have reviewed this request, and have determined that it meets the Return Funds policy and criteria.

- Snohomish Basin Lead Entity – Qwuloolt Estuary Restoration: Construction Phase (#09-1277). The Tulalip Tribe is project sponsor, and is requesting **$150,000** to complete project implementation within the existing scope of work.

Request to RCO: Consistent with policy described in Manual 18 and in the attached description – and respecting the time-sensitive nature of this project – the Puget Sound region is requesting that RCO authorize the Snohomish Basin's Lead Entity's request in the amount of **$150,000**. This is a high priority project for salmon recovery in the Snohomish Basin and the region with significant attention from local, state and federal legislators, Tribes, and agencies. The increase in funds will help ensure project completion and success. We also recommend an extension of the project given that the current grant ends 6/30/2013.

Thank you,

Jeanette Dorner
Director, Local Project Implementation Program
Puget Sound Partnership

326 East D Street | Tacoma, WA 98421-1801
www.psp.wa.gov
www.pugetsoundpartnership.org
office: 360.464.1231

Butler, Elizabeth (RCO)

From: O'Neil, Susan (PSP) <susan.oneil@psp.wa.gov>
Sent: Thursday, June 13, 2013 11:32 AM
To: Butler, Elizabeth (RCO); Abbott, Brian (RCO); Galuska, Tara (RCO)
Cc: Dorner, Jeanette (PSP); Jarasitis, Mark (RCO)
Subject: RE: PSAR memo for return funds to Qwuloolt

Yes that is fine. We aren't going to distinguish between 07-09 return funds and 09-11 return funds internally, and there are not other projects in the queue for this funding yet anyway so we'd prefer to fill the identified gap on a priority project.
Please proceed.

From: Butler, Elizabeth (RCO) [elizabeth.butler@rco.wa.gov]
Sent: Thursday, June 13, 2013 11:18 AM
To: O'Neil, Susan (PSP); Abbott, Brian (RCO); Galuska, Tara (RCO)
Cc: Dorner, Jeanette (PSP); Jarasitis, Mark (RCO)
Subject: RE: PSAR memo for return funds to Qwuloolt

Thanks Susan,

I just spoke with Mark Jarasitis about whether we should proceed with this cost increase amendment now, or wait until the PSAR reconciliation exercise is complete. Mark thought it would be ok to move forward with a cost increase amendment at this time using the 07-09 PSAR return funds.

But, if after the PSAR reconciliation is complete we learn that there isn't enough of the 07-09 funding available to fully fund this $150K cost increase, we would need to use the 09-11 PSAR return funds (or return funds from a subsequent allocation) to fill any gap.

Will that be acceptable to PSP?

If I hear back from you soon, there's an opportunity to present this cost increase amendment request to Kaleen this afternoon at 2 pm --

Thank you,
Elizabeth

-----Original Message-----
From: O'Neil, Susan (PSP) [mailto:susan.oneil@psp.wa.gov]
Sent: Thursday, June 13, 2013 9:37 AM
To: Abbott, Brian (RCO); Butler, Elizabeth (RCO); Galuska, Tara (RCO)
Cc: Dorner, Jeanette (PSP)
Subject: PSAR memo for return funds to Qwuloolt

Hi all -
It seems that this original email may have never actually gone out or perhaps not to all the right people, so please find the memo attached requesting PSAR return funds for the Qwuloolt project ($150,000). If less funding is available we can revise the memo accordingly.
Can one of you let me know that you've received this since our email server seems to be acting up lately?

Please let me know if you have any questions and I apologize for the delay.
Best,
Susan

To: Snohomish Basin Salmon Recovery Forum
From: Tulalip Tribes
April 24, 2013

RE: Request for Snohomish Basin Salmon Recovery Forum support – additional $150,000 for the Qwuloolt Estuary Restoration construction project from the Puget Sound Regional PSAR return funds from PSP

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Project Phases and Components

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- **Phase 1- Interior Site Components**:
  This phase involves filling existing ditches, excavating stream and tidal channels, constructing berms (site relief), and planting native shrub and tree species in shoreline riparian areas and

constructed berms. This phase is currently ongoing and will occur concurrently to the other project components

- **Phase 2- Levee Construction Component**:
  This component of the project will be under the management of the U.S. Army Corps Of Engineers (USACOE), under their Puget Sound and Adjacent Waters Program. Puget Sound Acquisition and Restoration (PSAR) funds from this grant will be used as part of the local cost share for work performed by the USACOE. Specifically, the PSAR funds will be used for levee construction and project management in 2013 along the western edge of the project site. Levee construction is currently underway and is scheduled to be completed in 2013 and 2014. A majority of the levee will be constructed in 2013. Levee settlement is anticipated, which will require additional filling, final grading and rock work in 2014.
- **Phase 3- Levee Lowering and Breaching Component**:
  This last step of the restoration project will involve lowering approximately 1500 feet of levee and construction of a 260 foot wide breach in the levee along Ebey Slough, at the southern edge of the project site. This will also be performed by the USACOE under their Puget Sound and Adjacent Waters Program.

Project Milestones and changes
Project milestones will continue to be met on schedule as this is not a request for a time extension. The concern with the cost increase is that there will be fewer elements constructed for the project, and thus the full function of the project will not be maximized should additional funds not be secured.

Existing PSAR Funds:
Tulalip Tribes currently has a grant with a small amount ($30,000) of 09-11 PSAR funds remaining. We were advised by the RCO grant manager to not fully expend these funds so that additional money could be added to this grant, should the watershed and PSP agree and funds become available.

Timeline:
50% of the funding will be utilized during the 2013 construction season. The remaining amount will be used shortly before the breech in 2014.

SNOHOMISH BASIN SALMON RECOVERY FORUM

15 June 2013

TO: Elizabeth Butler
Grants Manager
WA Recreation and Conservation Office
P.O. Box 40917
Olympia, WA 98504

SUBJECT: Qwuloolt Estuary Restoration Project (#09-1277R) budget request

Dear Elizabeth:

The Tulalip Tribes has requested a $150,000 budget increase for the Qwuloolt Estuary Restoration Project (#09-1277R). The reasons for this change are increased construction related costs for site preparation, interior berm construction hauling, and levee access road repair.

The Forum approved this request at their 2 May meeting. We remain very supportive of this project, as well as the other estuary restoration projects that our Snohomish River Basin Salmon Conservation Plan (2005) outlines are essential for recovery of listed salmonids.

We appreciate the Recreation and Conservation Office's consideration of the budget increase and their continued support for this project. Please let me know if you have specific questions.

Sincerely,

Tim Walls

Tim Walls, lead staff, for

Terry R. Williams
Chair, Snohomish Basin Salmon Recovery Forum

CC: Snohomish Basin Salmon Recovery Forum members
Kurt Nelson, Project Manager, Qwuloolt Estuary Restoration Project
Snohomish Basin Project Review Subcommittee

RCO ROUTING SLIP

Project Manager ECL 6/25/13

OGM Senior _____

Section Manager ~~AF~~ 6/25/13

Fiscal * _____

Deputy Director _____

Director _____

** Fiscal reviews all amendments with cost changes*

Comments: Scott can sign this

Director approved $50K cost increase @ 6/13/13 mtg. Will look to approve additional $100K when PSAR return funds are available to fulfill PSPs total request ($150K).

AMENDMENT APPROVAL FORM

	Date	Initials
Grant Mgr:	ecb 6/25/13	
Section Mgr:	6/25/13	
Fiscal:	6/25/13	mo
Deputy:	6/26/13	STR
Director:		

Project #: 09-1277 Restoration

Amendment #: 7 - Cost Change

Project Title: Qwuloolt Estuary Restoration - Construction

Project Sponsor: Tulalip Tribe

AMENDMENT DESCRIPTION:

Funding is increased by $50,000 of 2007-2009 PSAR return funds, to afford higher than anticipated construction costs bringing the total Project Agreement to $1,006,780.05.

PROJECT SUMMARY:

Board Funded Date:	10/23/2009	**Prior Time Extensions:**	3	**RCO Amount:**	$956,780.05
Project Start Date:	10/16/2009	**Other External Amendments:**	3	**Sponsor Match Amount:**	$0.00
Original End Date:	01/01/2012	**Sponsor Active Projects:**	2	**Total:**	$956,780.05
Current End Date:	06/30/2014	**Sponsor Completed Projects:**	6	**RCO Paid To Date (100%):**	$956,780.05
		Sponsor Not Completed Projects:	2	**RCO Remaining (0%):**	$0.00
Last Progress Report:		**Sponsor Dead Projects:**	1	**Last Billing Date:**	06/12/2013

PROJECT AGREEMENT DESCRIPTION:

The Qwuloolt Estuary Restoration Project represents a broad-based interagency and community effort to restore historic tidal processes and a functioning estuary intertidal marsh system to 400 acres of isolated floodplain within the lower Snohomish River estuary. The project will also restore natural hydrologic connection and functions to two stream systems and provide unrestricted fish access to 16 miles of upstream spawning and rearing habitat. Overall restoration work will involve breaching the levee along Ebey Slough, installing a setback levee to protect adjacent properties located in the floodplain, filling ditches, excavating stream and tidal channels, and planting native shrub and tree species in shoreline riparian areas. Total project cost is estimated to be $7,800,000.

This project involves initial restoration activities including channel excavation and ditch filling, year one construction of approximately 4,000 feet of the west setback levee, restoration of more than 1 mile of historic and new channel with riparian plantings, project permitting, design, and management tasks. These funds will supplement tribal funds to meet a 35% local cost-share obligation for working with the US Army Corps of Engineers under the Puget Sound and Adjacent Waters Program.

PROJECT FUNDING (CURRENT):

Bien	Fund	Appn	Reapp Ind	Orig Bien	Orig Appn	Grant	Activity	SubActiv	SO	Amount
11-13	057	I13	Reapp	09-11	I13		ALEA	ALEA	NZ	$456,780.05
11-13	057	I03	Reapp	07-09	I03		PSARP	PROJ	NZ	$500,000.00

QUESTIONS:

	Yes	No	N/A	Other (see notes)
Is the amendment request consistent with the original project intent?	☑	☐	☐	☐
Did the sponsor provide adequate justification for the proposed change?	☑	☐	☐	☐
Did the sponsor exhaust all practical alternatives before requesting the amendment?	☑	☐	☐	☐
Is the current project meeting its milestone obligations to RCO?	☑	☐	☐	☐
Is the current project meeting its billing obligations to RCO?	☑	☐	☐	☐
Did the sponsor have little control over the condition causing the amendment?	☑	☐	☐	☐

	Yes	No	N/A	Other (see notes)
Does the sponsor have a good track record of implementing projects?	☑	☐	☐	☐
Will the proposed change help implement the project faster?	☐	☑	☐	☐
Is the project change a result of a design and /or permitting requirement?	☐	☑	☐	☐
Will this action cause funding to be re-appropriated?	☐	☑	☐	☐
Is staff recommending approval of this amendment request?	☑	☐	☐	☐
Does the Lead Entity support the proposed change and is the documentation provided (letter or e-mail)?	☑	☐	☐	☐
Is the proposed change technically sound? Has the Review Panel reviewed the change? If so, have their comments been incorporated into the request (i.e. conditioning)?	☑	☐	☐	☐

NOTES AND ANALYSIS:

The Tulalip Tribes and PSP requested a $150,000 cost increase to the Qwuloolt Estuary Restoration Project, however the 07-09 PSAR funding balance only will afford a $50,000 cost increase at this time. The director approved a $50,000 cost increase, and will consider a second $100,000 cost increase when PSAR return funds are available to the Partnership.

Work is underway to construct the setback levee and interior site work to prep the Qwuloolt site for flooding in 2014. This supplemental funding will help to cover cost increases associated with the following:

Increased Site Preparation: The federal and state agencies suggested that in addition to mowing the invasive reed canary grass (RCG), the project also disc the site to break-up the extensive root system, in order to reduce the likelihood of the RCG persisting in the intertidal zone. RCG has been found to tolerate and survive in brackish and wet conditions if it is already established.

Interior Berm Construction Hauling: Interior berms are being constructed to provide wave attenuation and create micro-habitats for various species. Originally material from the levee stripping and stormwater pond was to be hauled directly across the site. Due to construction sequencing, some of this material must now be hauled around the new setback levee, resulting in increased costs.

Levee Access Road Repair Work: The increased hauling of berm material on the existing levee described above will likely require repair of the levee road surface.

If additional funds are not made available, the sponsor will decrease the length of berms constructed and size of areas planted, resulting in a reduction to the potential habitat function.

Snohomish Watershed has reviewed and approved the Tulalip Tribes cost increase request. Puget Sound Partnership sent a letter requesting RCO add return PSAR funds to the project to help cover the increased project costs (correspondence attached).

Natural Resources Building
1111 Washington St. S.E.
Olympia, WA 98501

P.O. Box 40917
Olympia, WA 98504-0917

STATE OF WASHINGTON

RECREATION AND CONSERVATION OFFICE

(360) 902-3000
TTY (360) 902-1996
Fax: (360) 902-3026

E-mail: info@rco.wa.gov
Web site: www.rco.wa.gov

June 13, 2013

Kurt Nelson
Tulalip Tribe
6406 Marine Dr
Tulalip, WA 98271

RE: Qwuloolt Estuary Restoration - Construction, RCO #09-1277R
Amendment # 7

Dear Mr. Nelson:

In response to your request to amend the above-referenced Project Agreement, we have reviewed the circumstances and pertinent RCWs, WACs, and program policies relating to your request. As a result, I am approving an amendment to the Qwuloolt Estuary Restoration - Construction project.

Enclosed are two original amendments to the Project Agreement. Please sign both amendments, retain one for your records, and return one original. If you have any questions, please call Elizabeth Butler at (360) 725-3944, or send an e-mail to elizabeth.butler@rco.wa.gov.

Sincerely,

Scott C. Rob for

Kaleen Cottingham
Director

Enclosures

Amendment Agreement Description

Project Sponsor: Tulalip Tribe
Project Number: 09-1277 R
Project Title: Qwuloolt Estuary Restoration - Construction
Amendment Number: 7

Agreement Description

The Qwuloolt Estuary Restoration Project represents a broad-based interagency and community effort to restore historic tidal processes and a functioning estuary intertidal marsh system to 400 acres of isolated floodplain within the lower Snohomish River estuary. The project will also restore natural hydrologic connection and functions to two stream systems and provide unrestricted fish access to 16 miles of upstream spawning and rearing habitat. Overall restoration work will involve breaching the levee along Ebey Slough, installing a setback levee to protect adjacent properties located in the floodplain, filling ditches, excavating stream and tidal channels, and planting native shrub and tree species in shoreline riparian areas. Total project cost is estimated to be more than $12,000,000 including land acquisition.
This project involves initial restoration activities including channel excavation and ditch filling, treatment of invasive reed canary grass, year one construction of approximately 4,000 feet of the west setback levee, restoration of more than 1 mile of historic and new channel with riparian plantings, project permitting, design, and management tasks. These funds will supplement tribal funds to meet a 35% local cost-share obligation for working with the US Army Corps of Engineers under the Puget Sound and Adjacent Waters Program.

Amendment Special Conditions

Project Sponsor: Tulalip Tribe
Project Number: 09-1277 R
Project Title: Qwuloolt Estuary Restoration - Construction
Amendment Number: 7

Special Conditions

A. Sponsor Matching Fund Commitments: The $490,649.52 of ALEA-required sponsor match associated with Project No. 06-1604 is not added to this project agreement because it is exceeded and satisfied by the $500,000.00 PSAR program funding. The $90,000.00 PSAR required sponsor match associated with Project No. 09-1277 is removed from this project agreement because it is exceeded and satisfied by the $456,780.05 of ALEA program funding. The balance of $366,780.05 in ALEA funds exceeds the $27,000 match (15%) required for the additional increment of PSAR funds awarded through this Amendment No. 7. A balance of $339,780.05 in ALEA funds remains available to match future RCO funding.

B. The 06-1604 agreement will be changed to "Closed Not Complete" and restoration work will be completed under this 09-1277 project agreement.

C. Before reimbursement of any restoration-related expenses, the sponsor must comply with Governor's Executive Order 05-05 regarding Archaeological and Cultural Resources for the scope of work approved in this Project Agreement. The Recreation and Conservation Office will issue a notice to proceed when appropriate documentation has been received. In the event that archaeological or historic materials are discovered during project activities, work in the immediate vicinity must stop; the area must be secured, and the Sponsor must notify the concerned tribe's cultural staff and cultural committee, the Recreation and Conservation Office, and Department of Archaeology and Historic Preservation.

D. In order to facilitate closing the 07-1624 Qwuloolt Design project agreement with submittal of 95% Draft Designs, the final design deliverables will be completed under this 09-1277 project agreement. As per SRFB Policy Manual 18b, Appendix E: Assessments and Designs - Standard Stages of Project Development Defined.

Final Project Design

The final design process should address and resolve all substantial issues that may have been raised in the permitting and stakeholder review process, so that all stakeholders agree on the final plans. As with the preliminary design work, preparation of the final design should be done under the supervision of a licensed professional engineer. Final Design tasks typically include the following:

1. Revision of preliminary design drawings
2. Preparation of additional detailed drawings as needed to clarify the design of specific work items
3. Preparation of technical specifications to fully describe each part of the work.
4. Preparation of a final construction cost estimate
5. Preparation of contract bidding documents and general contract conditions
6. Permits and cultural resource review.

Final Project Design would conclude with a comprehensive and detailed set of project drawings, technical specifications, and contract documents (if the project is to be advertised for contractor bidding). An "Engineer's Estimate" of construction cost should also be prepared by the designer, for comparison with estimates provided by general contractors (bids).

Amendment Eligible Scope Activities

Project Sponsor: Tulalip Tribe
Project Number: 09-1277
Project Title: Qwuloolt Estuary Restoration - Construction
Project Type: Restoration
Program: Puget Sound Acq. & Restoration
Amendment #: 7

Project Metrics

Sites Improved

Stream miles restored:	1.00
	Approximately 1 mile will be restored upon breach of Ebey Slough levee. This will be completed in subsequent phases of the project.
Project acres to be restored:	400.00
	400 acres will be restored upon breach of Ebey Slough levee. This will be completed in subsequent phases of the project.

Restoration Metrics

Worksite #1, Qwuloolt

Targeted salmonid ESU/DPS:	Chinook Salmon-Puget Sound ESU, Chum Salmon-Puget Sound/Strait of Georgia ESU, Coho Salmon-Puget Sound/Strait of Georgia ESU, Pink Salmon-Odd year ESU, Steelhead-Puget Sound DPS
Targeted species (non-ESU species):	Bull Trout, Cutthroat
Project Identified In a Plan or Watershed Assessment:	Snohomish River Basin Salmon Conservation Plan, 2005
Type Of Monitoring:	None

Estuarine / Nearshore Project

Total Amount Of Estuarine / Nearshore Acres Treated:	400.0

Channel modification

Yards of Channel Modified/Created:	750
	constructed about 6500 ft of channel (stream and tidal)
Acres of Estuary Treated:	400.0
	Includes treatment of reed canary grass. Full restoration will be complete upon breach of Ebey Slough levee. This will be completed in subsequent phases of the project.

Dike Or berm modification / removal

Miles Of Dikes Removed:	0.00
	First year of west set back levee will be contructed (levee modification). Breach will be completed in subsequent phase of project.
Acres of Habitat Made Available To Salmonids through dike or berm modification/removal:	0.0
	400 acres will be created upon breach of Ebey Slough levee. This will be completed in subsequent phases of the project.

Estuarine/nearshore planting
Acres of estuarine / nearshore planted: 20.0

Fill placement
Acres of Estuary Treated with fill placement: 8.0

5 acres ditch filling, 3 acres berms

General restoration activities

Implementation monitoring
Number of site visits: 5

Restoration signs
Number of signs installed: 2

Cultural Resources

Cultural resources

Permits

Obtain permits

Architectural & Engineering

Architectural & Engineering (A&E)

Natural Resources Building
1111 Washington St. S.E.
Olympia, WA 98501

P.O. Box 40917
Olympia, WA 98504-0917

STATE OF WASHINGTON

RECREATION AND CONSERVATION OFFICE

(360) 902-3000
TTY (360) 902-1996
Fax: (360) 902-3026

E-mail: info@rco.wa.gov
Web site: www.rco.wa.gov

RECEIVED
AUG - 6 2013
RECREATION AND CONSERVATION OFFICE

June 13, 2013

Kurt Nelson
Tulalip Tribe
6406 Marine Dr
Tulalip, WA 98271

RE: Qwuloolt Estuary Restoration - Construction, R
Amendment # 7

Dear Mr. Nelson:

In response to your request to amend the above-refe
reviewed the circumstances and pertinent RCWs, W
request. As a result, I am approving an amendment
Construction project.

Enclosed are two original amendments to the Project
amendments, retain one for your records, and return
please call Elizabeth Butler at (360) 725-3944, or send an e-mail to
elizabeth.butler@rco.wa.gov.

Sincerely,

Scott C. Rob
for

Kaleen Cottingham
Director

Enclosures

Hello Elizabeth,

If there are questions, feel free to email me: jmeidav@tulaliptribes-nsn.gov

Thanks,

Cell: 206-552-5348

Hasler

Smart Track Delivery Manifest

Report Num:
DM0001294112

Employee	Tracking Number	Carrier	Sender	Date Rec	Smart Track ID
40917					
40917	70121640000143159118	USPS		8/5/2013	080525125338
40917	23110770000044810404	USPS		8/5/2013	080525125356

F. Colville Gun Club

RECEIVED
AUG - 6 2013
RECREATION AND CONSERVATION OFFICE

Total Items: 2

RECEIVED
AUG - 6 2013
RECREATION AND CONSERVATION OFFICE

Natural Resources Building
1111 Washington St. S.E.
Olympia, WA 98501

P.O. Box 40917
Olympia, WA 98504-0917

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E-mail: info@rco.wa.gov
Web site: www.rco.wa.gov

STATE OF WASHINGTON

RECREATION AND CONSERVATION OFFICE

June 13, 2013

Kurt Nelson
Tulalip Tribe
6406 Marine Dr
Tulalip, WA 98271

RE: Qwuloolt Estuary Restoration - Construction, RCO #09-1277R
Amendment #: 6

Dear Mr. Nelson:

Staff has received your time extension request for the above-referenced project. Based on a review of Project Agreement milestones and circumstances you have described in your correspondence, your request is approved.

Attached are an original Project Agreement amendment and revised Milestone Report for your records. No signature is required on your part; this amendment is fully executed. If you have any questions, please call Elizabeth Butler at (360) 725-3944 or send an e-mail to elizabeth.butler@rco.wa.gov.

Sincerely,

Kaleen Cottingham
Director

Enclosures

AMENDMENT APPROVAL FOF

	Date	Initials
Grant Mgr:	6/13/13	ecb
Section Mgr:		
Fiscal:		
Deputy:		
Director:		

Project #: 09-1277 Restoration

Amendment #: 6 - Time Extension

Project Title: Qwuloolt Estuary Restoration - Construction

Project Sponsor: Tulalip Tribe

AMENDMENT DESCRIPTION:

The project period of 10/16/2009 to 06/30/2013 is extended to allow the contracting party until 06/30/2014 to complete the project.

PROJECT SUMMARY:

Board Funded Date:	10/23/2009	**Prior Time Extensions:**	2	**RCO Amount:**	$956,780.05
Project Start Date:	10/16/2009	**Other External Amendments:**	3	**Sponsor Match Amount:**	$0.00
Original End Date:	01/01/2012	**Sponsor Active Projects:**	2	**Total:**	$956,780.05
Current End Date:	06/30/2013	**Sponsor Completed Projects:**	6	**RCO Paid To Date (86%):**	$824,585.40
		Sponsor Not Completed Projects:	2	**RCO Remaining (14%):**	$132,194.65
Last Progress Report:		**Sponsor Dead Projects:**	1	**Last Billing Date:**	11/21/2012
				Pending Payment:	06/12/2013

PROJECT AGREEMENT DESCRIPTION:

The Qwuloolt Estuary Restoration Project represents a broad-based interagency and community effort to restore historic tidal processes and a functioning estuary intertidal marsh system to 400 acres of isolated floodplain within the lower Snohomish River estuary. The project will also restore natural hydrologic connection and functions to two stream systems and provide unrestricted fish access to 16 miles of upstream spawning and rearing habitat. Overall restoration work will involve breaching the levee along Ebey Slough, installing a setback levee to protect adjacent properties located in the floodplain, filling ditches, excavating stream and tidal channels, and planting native shrub and tree species in shoreline riparian areas. Total project cost is estimated to be $7,800,000.

This project involves initial restoration activities including channel excavation and ditch filling, year one construction of approximately 4,000 feet of the west setback levee, restoration of more than 1 mile of historic and new channel with riparian plantings, project permitting, design, and management tasks. These funds will supplement tribal funds to meet a 35% local cost-share obligation for working with the US Army Corps of Engineers under the Puget Sound and Adjacent Waters Program.

PROJECT FUNDING (CURRENT):

Bien	Fund	Appn	Reapp Ind	Orig Bien	Orig Appn	Grant	Activity	SubActiv	SO	Amount
11-13	057	I13	Reapp	09-11	I13		ALEA	ALEA	NZ	$456,780.05
11-13	057	I03	Reapp	07-09	I03		PSARP	PROJ	NZ	$500,000.00

QUESTIONS:

	Yes	No	N/A	Other (see notes)
Is the amendment request consistent with the original project intent?	☑	☐	☐	☐
Did the sponsor provide adequate justification for the proposed change?	☑	☐	☐	☐
Did the sponsor exhaust all practical alternatives before requesting the amendment?	☑	☐	☐	☐
Is the current project meeting its milestone obligations to RCO?	☑	☐	☐	☐
Is the current project meeting its billing obligations to RCO?	☑	☐	☐	☐
Did the sponsor have little control over the condition causing the amendment?	☑	☐	☐	☐

	Yes	No	N/A	Other (see notes)
Does the sponsor have a good track record of implementing projects?	☑	☐	☐	☐
Will the proposed change help implement the project faster?	☐	☑	☐	☐
Is the project change a result of a design and /or permitting requirement?	☑	☐	☐	☐
Will this action cause funding to be re-appropriated?	☐	☑	☐	☐
Is staff recommending approval of this amendment request?	☑	☐	☐	☐
Does the Lead Entity support the proposed change and is the documentation provided (letter or e-mail)?	☑	☐	☐	☐
Is the proposed change technically sound? Has the Review Panel reviewed the change? If so, have their comments been incorporated into the request (i.e. conditioning)?	☑	☐	☐	☐

NOTES AND ANALYSIS:

The Tulalip submitted the final invoice, which has been approved for payment. However project costs have increased, and they have worked through the Snohomish Watershed Council and Puget Sound Partnership (PSP) to secure additional PSAR return funds to help offset the rising project cost.

This time extension is necessary to enable the project to receive $150,000 in 2007-2009 PSAR return funds. PSP requested RCO authorize the Snohomish Basin's Lead Entity request for this additional increment of funding.

Tulalip Tribe: Active RCO Grant Agreements (November 16, 2011)

Project No.	Project Name	Project Description	Agreement End Date	Agreement Amount	Expenditures	Balance	Status	Program Name	Fiscal Year	Last Payment	Pending Billing	Match Owed Balance
06-1604 R	Qwuloolt Estuary Restoration and Trail	The Tulalip Tribe will use this grant to begin restoring more than 360 acres of floodplain within the Snohomish River basin. Crews will remove tide gates on two streams and relocate up to 1 mile of channel to its historic location. This will restore salmon access to 16 miles of upstream habitat and improve habitat and water quality. About .5 mile of a new levee will be built behind the restored estuary to protect properties in the floodplain. Qwuloolt Estuary Restoration and Interpretive Trail Project represents a broad-based, interagency and community effort. The Tulalip Tribe will contribute $536,000 from a federal grant. This was the top ranked project of 22 competing for funding by the Aquatic Lands Enhancement Account.	9/30/2012	$ 499,000 (FY2008)	$ 42,219.95	$ 456,780.05	Active	Aquatic Lands Enhancement Acct	2008	17-Mar-11	$ -	$ -
07-1624 P	Qwuloolt Estuary - Phase III Design	The goal of the Qwuloolt project is to restore historic tidal processes to 300+ acres of isolated floodplain in the lower Snohomish River estuary and its connection to two stream systems. Only 17% of habitat in the estuary remains and Chinook production capacity is estimated at 40-61% of its historic level. This project addresses all of the highest priority actions for ecological recovery. Increasing the amount of tidal marsh and habitat complexity, and reducing habitat fragmentation will provide significant improvements in Chinook salmon abundance, productivity, and diversity. Implementation will occur in four phases: I - feasibility and property acquisition; II - alternatives development, environmental and public review, and studies; III - permitting, design, and construction; IV - monitoring. This grant will be used to implement a portion of Phase III. Specifically, geotechnical surveys for setback levee construction, design of flood and stormwater conveyance features, and project management activities. Work will result in final project design drawings and technical specifications necessary for construction to begin in 2008. SRFB funding has been provided for phases I and II, through grants #01-1290A and 04-1587N. ALEA funding has been provided for the construction portion of phase II, through grant #06-1604R.	6/1/2009	$ 158,913	$ 148,913.00	$ 10,000.00	Active	Puget Sound Acq. & Restoration	2008	24-Feb-11	$ -	$ (10,000.00)
09-1277	Qwuloolt Estuary Restoration - Construction	The Qwuloolt Estuary Restoration Project represents a broad-based interagency and community effort to restore historic tidal processes and a functioning estuary intertidal marsh system to 350 acres of isolated floodplain within the lower Snohomish River estuary. The project will also restore natural hydrologic connection and functions to two stream systems and provide unrestricted fish access to 16 miles of upstream spawning and rearing habitat. Restoration will involve breaching the levee along Ebey Slough, installing a setback levee to protect adjacent properties located in the floodplain, filling ditches, excavating stream and tidal channels, and planting native shrub and tree species in shoreline riparian areas. This project requests $500,000 for construction activities; specifically, setback levee construction, levee breach, and project management tasks. These funds will supplement $1,455,000 in tribal and state funds to meet a 35% local cost-share obligation for working with the US Army Corps of Engineers under the Puget Sound and Adjacent Waters Program. Additional federal funds will be used for interior site preparation (i.e. ditch filling, channel excavation, riparian planting) and the levee breach. Total project cost is $7,800,000. However, only a fraction of this full amount is reflected in the grant funding request.	1/1/2012	$ 500,000 (FY2010)	$ 14,289.81	$ 485,710.19	Active	Puget Sound Acq. & Restoration	2010	14-Apr-11	$ -	$ -
10-1469 R	Qwuloolt Estuary Restoration	This project will contribute to restoration of historic tidal processes and a functioning estuary intertidal marsh system for 350 acres of isolated floodplain within the lower Snohomish River estuary. The completed project will also restore natural hydrologic connection and functions to two stream systems and provide unrestricted fish access to 16 miles of upstream spawning and rearing habitat. Restoration work will involve removing a levee, installing a setback levee, filling ditches, constructing berms, excavating stream and tidal channels, and planting native riparian vegetation. The total project cost is $7.8 million. Puget Sound Critical Stocks program funding will provide $291,000 toward the total project cost. Project tasks funded by this grant will include constructing the channel between Allen and Jones Creek, riparian planting, and general restoration activities. Additional funding includes federal, state, tribal and local funds already secured.	6/30/2012	$ 291,000	$ -	$ 291,000.00	Active	Puget Sound Critical Stock	2010		$ -	$ -
10-1945 R	Bigelow Creek Restoration Project	The Tulalip Tribe will be partnering with the City of Everett to utilize this grant to reestablish off channel intertidal habitats within the mainstem of the Snohomish River. This project will excavate 800 feet of a new stream channel connecting the new channel to Bigelow Creek and remove two culverts at the mouth of the creek. The project is located in the lower Snohomish River near Everett. This project will provide diversification of the Snohomish River shoreline at the mouth of the newly restored Bigelow Creek. The project is strategically located in the lower Snohomish and habitat improvements will benefit progeny from Chinook salmon spawning populations in both the Skykomish and Snoqualmie rivers. This project will result in additional rearing habitat and prey abundance in the mainstem of the Snohomish River, benefiting multiple salmon and trout species (Chinook, chum, coho salmon, cutthroat and steelhead trout and Bull Trout) and assisting in transitioning to the marine environments.	6/30/2012	$ 329,462	$ -	$ 329,462.00	Active	Puget Sound Critical Stock	2010		$ -	$ -
				$ 1,778,375	$ 205,422.76	$ 1,572,952.24						

"DEAD" AND MOVE $, Invoices, early construction scope to 09-1277

CLOSE COMPLETE ASAP

TIME EXT > 9/30/12 (can go to 6/30/2013 per Salmon Spreadsheet)
SCOPE Add to 06-1604 & remove dike breach
COST Increase of $ from 06-1604

Grand Total = 4,639,507

Natural Resources Building
1111 Washington St. S.E.
Olympia, WA 98501

P.O. Box 40917
Olympia, WA 98504-0917

(360) 902-3000
TTY (360) 902-1996
Fax: (360) 902-3026

E-mail: info@rco.wa.gov
Web site: www.rco.wa.gov

STATE OF WASHINGTON

RECREATION AND CONSERVATION OFFICE

September 11, 2012

Kurt Nelson
Tulalip Tribe
6406 Marine Dr
Tulalip, WA 98271

RE: Qwuloolt Estuary Restoration - Construction, RCO #09-1277R
Amendment #: 5

Dear Mr. Nelson:

Staff has received your time extension request for the above-referenced project. Based on a review of Project Agreement milestones and circumstances you have described in your correspondence, your request is approved.

Attached are an original Project Agreement amendment and revised Milestone Report for your records. No signature is required on your part; this amendment is fully executed. If you have any questions, please call Elizabeth Butler at (360) 725-3944 or send an e-mail to elizabeth.butler@rco.wa.gov.

Sincerely,

Kaleen Cottingham
Director

Enclosures

AMENDMENT APPROVAL FORM

	Date	Initials
Grant Mgr:	9/11/12	ecb
Section Mgr:	9/13/12	
Fiscal:		
Deputy:	9/13/12	STR
Director:		

Project #: 09-1277 Restoration

Amendment #: 5 - Time Extension

Project Title: Qwuloolt Estuary Restoration - Construction

Project Sponsor: Tulalip Tribe

AMENDMENT DESCRIPTION:

The project period of 10/16/2009 to 09/30/2012 is extended to allow the contracting party until 06/30/2013 to complete the project.

PROJECT SUMMARY:

Board Funded Date:	10/23/2009	**Prior Time Extensions:**	1	**RCO Amount:**	$956,780.05
Project Start Date:	10/16/2009	**Other External Amendments:**	3	**Sponsor Match Amount:**	$0.00
Original End Date:	01/01/2012	**Sponsor Active Projects:**	2	**Total:**	$956,780.05
Current End Date:	09/30/2012	**Sponsor Completed Projects:**	6	**RCO Paid To Date (23%):**	$224,585.40
		Sponsor Not Completed Projects:	2	**RCO Remaining (77%):**	$732,194.65
Last Progress Report:		**Sponsor Dead Projects:**	1	**Last Billing Date:**	09/11/2012

PROJECT AGREEMENT DESCRIPTION:

The Qwuloolt Estuary Restoration Project represents a broad-based interagency and community effort to restore historic tidal processes and a functioning estuary intertidal marsh system to 400 acres of isolated floodplain within the lower Snohomish River estuary. The project will also restore natural hydrologic connection and functions to two stream systems and provide unrestricted fish access to 16 miles of upstream spawning and rearing habitat. Overall restoration work will involve breaching the levee along Ebey Slough, installing a setback levee to protect adjacent properties located in the floodplain, filling ditches, excavating stream and tidal channels, and planting native shrub and tree species in shoreline riparian areas. Total project cost is estimated to be $7,800,000.

This project involves initial restoration activities including channel excavation and ditch filling, year one construction of approximately 4,000 feet of the west setback levee, restoration of more than 1 mile of historic and new channel with riparian plantings, project permitting, design, and management tasks. These funds will supplement tribal funds to meet a 35% local cost-share obligation for working with the US Army Corps of Engineers under the Puget Sound and Adjacent Waters Program.

PROJECT FUNDING (CURRENT):

Bien	Fund	Appn	Reapp Ind	Orig Bien	Orig Appn	Grant	Activity	SubActiv	SO	Amount
11-13	057	I03	Reapp	07-09	I03		psarp	PROJ	NZ	$500,000.00
11-13	057	I13	Reapp	09-11	I13		ALEA	ALEA	NZ	$456,780.05

QUESTIONS:

	Yes	No	N/A	Other (see notes)
Is the amendment request consistent with the original project intent?	☑	☐	☐	☐
Did the sponsor provide adequate justification for the proposed change?	☑	☐	☐	☐
Did the sponsor exhaust all practical alternatives before requesting the amendment?	☑	☐	☐	☐
Is the current project meeting its milestone obligations to RCO?	☐	☐	☐	☑
Is the current project meeting its billing obligations to RCO?	☑	☐	☐	☐
Did the sponsor have little control over the condition causing the amendment?	☑	☐	☐	☐
Does the sponsor have a good track record of implementing projects?	☑	☐	☐	☐

	Yes	No	N/A	Other (see notes)
Will the proposed change help implement the project faster?	☐	☑	☐	☐
Is the project change a result of a design and /or permitting requirement?	☐	☐	☐	☑
Will this action cause funding to be re-appropriated?	☐	☑	☐	☐
Is staff recommending approval of this amendment request?	☑	☐	☐	☐
Does the Lead Entity support the proposed change and is the documentation provided (letter or e-mail)?	☑	☐	☐	☐
Is the proposed change technically sound? Has the Review Panel reviewed the change? If so, have their comments been incorporated into the request (i.e. conditioning)?	☑	☐	☐	☐

NOTES AND ANALYSIS:

Reimbursements to date have been funded with ALEA dollars; and sponsor reported the balance of ALEA funding will be fully expended by the end of Sept 2012. They are preparing the associated reimbursement request.

This time extension would then apply to the 09 PSAR funding, which is eligible through June 30, 2013. However, an additional 3 months may be necessary as the sponsor expects Phase I construction will extend through September 30, 2013 (see attached amendment request letter).

The project has made strong progress over the past few months (see attached progress report) and construction, long delayed, is slated to begin in October.

Phase II construction which includes completion of the setback levee and breaching Ebey Slough is scheduled for completion in the fall of 2013 outside the scope of this project agreement.

The Tulalip Tribes have worked diligently to keep this ~400 acre Snohomish estuary restoration project on track, and the RCO funding is a key component of their 35% matching share to the USACOE.

Amendment Milestone Report

Project Number: 09-1277 R **Amendment Number:** 5
Project Name: Qwuloolt Estuary Restoration - Construction
Sponsor: Tulalip Tribe
IAC Project Manager: Elizabeth Butler

X	!	Milestone	Target Date	Comments/Description
X		Project Start	10/16/2009	
X	!	Cultural Resources Complete	10/16/2009	Completed in 2008
X	!	Applied for Permits	03/01/2010	Federal permits were submitted in 2009
X	!	Progress Report Submitted	03/15/2011	
X	!	Annual Project Billing	03/15/2011	and at least once per year thereafter
X	!	Progress Report Submitted	09/30/2011	
X	!	Progress Report Submitted	03/16/2012	
X		RFP Complete/Consultant Hired	05/30/2012	was 07/01/2011
X	!	Annual Project Billing	07/31/2012	
X	!	Progress Report Submitted	07/31/2012	
		Permits Complete	09/21/2012	
		Bid Awarded/Contractor Hired	09/24/2012	
		Restoration Started	10/01/2012	
	!	Progress Report Submitted	12/31/2012	
	!	Progress Report Submitted	04/30/2013	
	!	Agreement End Date	06/30/2013	
		Final Billing to RCO	06/30/2013	
	!	Final Design to RCO	06/30/2013	
		Final Report in PRISM	06/30/2013	
		Stewardship Plan to RCO	06/30/2013	
		Restoration Complete	06/30/2013	

X = Milestone Complete

! = Critical Milestone

WASHINGTON STATE
Recreation and
Conservation Office

Progress Report 3/14/12-9/11/12

Project #09-1277, Qwuloolt Estuary Restoration - Construction

Submitted by Elizabeth Butler on 09/11/2012 Accepted by Elizabeth Butler on 09/11/2012

CONTACTS

Primary Sponsor: Tulalip Tribe

Lead Entity: Snohomish County LE

Managing Agency: Rec. and Conserv. Office

Project Contact: Kurt Nelson
knelson@tulaliptribes-nsn.gov

Alt Project Contact: Josh Meidav
jmeidav@tulaliptribes-nsn.gov

RCO Grant Manager: Elizabeth Butler
elizabeth.butler@rco.wa.gov

COSTS TO DATE

Project Start Date: 10/16/2009 **Original End Date:** 01/01/2012 **FundingEnd Date:** 09/30/2012

Funding Formula:	Requested		Original		Current	
Aquatic Lands Enhancement Acct:	$0.00	(0%)	$0.00	(0%)	$456,780.05	(48%)
Puget Sound Acq. & Restoration:	$500,000.00	(85%)	$500,000.00	(85%)	$500,000.00	(52%)
Sponsor Match:	$90,000.00	(15%)	$90,000.00	(15%)	$0.00	(0%)
Total:	$590,000.00	(100%)	$590,000.00	(100%)	$956,780.05	(100%)

Paid To Date: $224,585.40
Remaining RCO Funds: $732,194.65
Advance Balance: $0.00
Match Bank: $3,762.68

Last Released Billing: 09/11/2012
Pending Billing: No
Number of Billings: 3

Admin Limit: $0.00
Admin Spent: $0.00
A&E Limit: $0.00
A&E Spent: $39,396.96 4.11%

AMENDMENTS

#	Type	Applied Date	Description
4	Special Conditions Change	07/18/2012	Completion of the earlier project, Qwuloolt Estuary Phase II Design (07-1624), was significantly delayed. In order to facilitate closing the 07-1624 project agreement with submittal of 95% Designs, a special condition for completion of the Qwuloolt Estuary restoration final design deliverables is added to this project agreement.
3	Cost Change	03/07/2012	This PSAR funded project provides the primary source of match for the ALEA funded project No. 06-1604 "Qwuloolt Estuary Restoration and Trail" and is similar in scope and schedule. In order to streamline contracting, this amendment will integrate No. 06-1604 into No. 09-1277 by aligning the scope of work and increasing the agreement amount by $456,780.05 of unspent ALEA program funds, bringing the project agreement to total $956,780.05 in funding.
2	Scope Change	01/25/2012	The project scope is changed to remove the levee breach and second year west levee construction, and to add channel restoration with riparian planting.
1	Time Extension	12/06/2011	The project period of 10/16/2009 to 01/01/2012 is extended to allow the contracting party until 09/30/2012 to complete the project.

PROGRESS REPORT QUESTIONS

#	Question	Answer	Answer Description
1 of 4	Are there any significant challenges that might hinder progress or keep you from meeting your project milestones? If so, please tell us about them.	Yes	The project has faced numerous delays beyond the control of the Tulalip Tribes. Challenges have included the USACOE certification and review process, as well as more recent design challenges surrounding City of Marysville requests for changes to stormwater elements. We do request a time extension (Attach #45) through Sept 30, 2013 to accommodate delays and enable completion of the Ph I construction. While we can't commit to completing the scope earlier than that, by June 30, 2013 we do expect to have fully expended funding, and will be able to submit requests for full reimbursement. The 10% retainage could then be released when the project is completed in Sept, 2013.
2 of 4	Describe the work accomplished during this reporting period.		Much progress has been made in recent months. The work accomplished during this period includes: -Developed 100% design plan set for the setback levee and breach; channels, berms, and other elements. -Developed a levee fill processing and transport bid, and selected the contractor; beginning levee fill processing. -Addressed and resolved permitting, real estate, agency, landowner, and other stakeholder issues regarding the project. -Developed bid documents and solicited bids. - USACOE is reviewing construction bids. The lowest bid came in significantly below USACOE estimates, indicating that the $2 million available Corps funding will stretch to nearly complete the entire construction project (Ph 1 + most of Ph 2).
3 of 4	Do you anticipate any changes to your project? Please describe those changes here.	Yes	City of Marysville and USACOE are negotiating final design changes to stormwater treatment facility in northwest section of project area. The City's analysis suggested that there could be back-flooding problems in the storage facility effecting the industrial park. The pond may be resized to accommodate higher flows, or the outflow elevations adjusted. USACOE is nearly finished with their analysis to inform these design adjustments.
4 of 4	Tell us about work planned for the next reporting period.		The USACOE expects to select the successful bidder by September 24, 2012. Once selected, USACOE will seek appropriation for the balance of the cost share necessary to complete Ph 2. Construction start depends on resolution to easement negotiations between the City of Marysville and USACOE, which are nearly complete. First phase of construction (yr 1 setback levee setback, Allen Creek realignment, wave attenuation berms) should commence in early October 2012 and will be completed by end of Sept 2013. Second (and final) phase of construction (including the levee breach) is expected to be completed in the fall of 2013, outside of the scope of this grant agreement

MILESTONES

Milestone	Target Date	Description	Completed	Delayed	New Target Date	Progress/Reason for Delay
Project Start	10/16/2009		X			
Cultural Resources Complete	10/16/2009	Completed in 2008	X			
Applied for Permits	03/01/2010	Federal permits were submitted in 2009	X			
Progress Report Submitted	03/15/2011		X			
Annual Project Billing	03/15/2011	and at least once per year thereafter	X			
Progress Report Submitted	09/30/2011		X			
Progress Report Submitted	03/16/2012		X			
RFP Complete/Consultant Hired	05/30/2012	was 07/01/2011	X			Contractor for levee fill processing has been chosen and is currently operating, Contractor for internal site elements has been chosen. Contractor for levee construction was selected by USACOE on 8-31-12
Permits Complete	05/31/2012			X	09/21/2012	Delays in final design process. HPA (JARPA), EPA Construct. Gen Permit, Grading, and Haul Permits to be completed within next 8 days.
Bid Awarded/Contractor Hired	06/28/2012			X	09/24/2012	Contractor for fill processing chosen and operating. Contractor for internal site elements has been chosen. Contractor for levee construction awarded on 8-31-12.
Restoration Started	07/12/2012			X	10/01/2012	Delays caused by design delays, cascading effects on contract execution, haul/grading permits from City of Marysville, JARPA from Washington State, Const. Gen. Permit from EPA.
Annual Project Billing	07/31/2012		X			
Progress Report Submitted	07/31/2012		X			
Agreement End Date	09/30/2012			X	09/30/2013	Due to design and contracting delays.
Final Report in PRISM	09/30/2012			X	09/30/2013	Due to design and contracting delays.
Stewardship Plan to RCO	09/30/2012			X	06/30/2013	Due to design and contracting delays.
Restoration Complete	09/30/2012			X	09/30/2013	Due to design and contracting delays.
Progress Report Submitted	10/19/2012			X	12/31/2012	This will be based on work completed through Fall 2012 and Winter 2013.
Final Billing to RCO	12/31/2012			X	06/30/2013	Due to design and contracting delays.
Final Design to RCO	12/31/2012				09/30/2013	The 95% designs have already been submitted to the RCO via post. 100% designs are too large to upload.

PERMITS

Type	Applied Date	Received Date	Expiration Date	Permit Number	Comments
Clear & Grade Permit	08/01/2012			G12-0023 and C	Expect approval by 9/15/12.
Cultural Assessment [Section 106]		12/9/2008		120808-24-COE	Survey in 2006 and 2008. Determination of No Historic Properties Affected.
Dredge/Fill Permit [Section 10/404 or 404]	05/28/2010	11/16/2010		NWS-2010-007	
Endangered Species Act Compliance [ESA]		1/12/2009		13410-2009-I-0	USFWS Fish Passage/Habitat Restoration Programmatic, NMFS Section 4(d) Limit Number 8 (Habitat Restoration)
Hydraulics Project Approval [HPA]	08/08/2012				Anticipate approval by 9/15/12.
SEPA	05/28/2010	6/29/2011			
Shoreline Permit	05/28/2010	8/2/2011			This permit was appealed, but permit was upheld 9/13/2011.
Water Quality Certification [Section 401]	12/24/2008	2/4/2009		PI-09-11	Ecology certifies that work complies with CWA and CZMA and State CZMP.

Permit Questions

#	Question	Answer	Answer Description
1 of 3	Any additional mitigation requirements? If so, please describe.	No	
2 of 3	Are there any additional permits required? If so, please describe.	No	
3 of 3	Tell us about your progress with securing your permits or ESA consultation.		We are expecting to receive the Haul, Grading, and Construction Permits this week from the City of Marysville (9/12 or soon thereafter). We are expecting to receive the HPA permit (JARPA process) by 9/15/12. We are expecting to receive the Construction General Permit from the EPA by 9/15/12 or earlier.

Board of Directors:
Mel Sheldon - Chairman
Deborah Parker, Cica yalca - Vice Chairman
Glen Gobin, Ti Cetx,Secretary
Chuck James - Treasurer
Marlin Fryberg Jr., Sxwilus Board Member
Mark Hatch, Dxwssayil, Board Member
Don Hatch Jr., Spat-Ub-Kud, Board Member
Sheryl Fryberg, Swia?ted, General Manager

THE TULALIP TRIBES

6406 Marine Dr.
Tulalip, WA 98271-9694
(360) 716-4000
FAX (360) 716-0628

The Tulalip Tribes are the successors in interest to the Snohomish, Snoqualmie, and Skykomish tribes and other tribes and band signatory to the Treaty of Point Elliott

August 11, 2012

Elizabeth Butler
SRFB Grants Manager
State of Washington Recreation and Conservation Office
Natural Resources Building
1111 Washington St. S.E.
Olympia, WA 98501

Sponsor Request

RE: Request for Extension #09-1277

Dear Elizabeth,

Thank you for providing direction and assistance in managing Salmon Recovery Funding Board grants for the multi-faceted and complex Qwuloolt Estuary Restoration Project.

We would like to request an extension of Tulalip Tribes Qwuloolt Estuary Restoration project. This grant agreement expires on 9/30/2012. We would like to request a year extension with a proposed expiration date of 9/30/2013.

We are writing you to provide the rationale for our time extension request for SRFB Grant # 09-1277 for the construction of the Qwuloolt Estuary Restoration Project. We have been working diligently along with our project partners to meet the demands of this regionally important and multi-faceted project. The main reasons for our time extension request include the following:

1) There have been delays during design development and during the technical review process, which have included multiple iterations. These delays in design stem from some inherent (albeit necessary) as well as unexpected USACE development and review process steps. In addition, there have been increasing expectations placed upon the project by the City of Marysville with reference to the stormwater treatment elements, assurances for advanced mitigation, easements, and language used by the USACE in their technical reports.

2) The levee design also requires that the levee be constructed over several months in or order to allow for settlement. The levee will be constructed in 3 lifts that will be approximately 5' each in elevation. Each lift will be allowed to settle before the next lift is added. Eventually, after settlement the levee will be graded to its final elevation of 14.5 ft. In addition, the project will not be at full completion as of June 30, 2013. We expect

that all of the internal site elements (inside the setback levee) will have been constructed as well as the majority of the setback levee. However, putting the finishing touches on the setback levee, as well as completing the breach along the north Ebey Slough levee will remain after June 30, 2013. We plan to complete these elements by Fall of 2013.

We are in daily contact with project team members and are working hard to see this project through to fruition. As you know, we look forward to completion of this project in as efficient, effective, and timely manner as possible. We sincerely thank you for your support and guidance in this project.

Warm Regards,

Kurt Nelson
Environmental Division Manager

Josh Meidav
Restoration Ecologist

Natural Resources Building
1111 Washington St. S.E.
Olympia, WA 98501

P.O. Box 40917
Olympia, WA 98504-0917

(360) 902-3000
TTY (360) 902-1996
Fax: (360) 902-3026

E-mail: info@rco.wa.gov
Web site: www.rco.wa.gov

STATE OF WASHINGTON

RECREATION AND CONSERVATION OFFICE

July 3, 2012

Kurt Nelson
Tulalip Tribe
6406 Marine Dr
Tulalip, WA 98271

RE: Qwuloolt Estuary Restoration - Construction, RCO #09-1277R
Amendment # 4

Dear Mr. Nelson:

In response to your request to amend the above-referenced Project Agreement, we have reviewed the circumstances and pertinent RCWs, WACs, and program policies relating to your request. As a result, I am approving an amendment to the Qwuloolt Estuary Restoration - Construction project.

Enclosed are two original amendments to the Project Agreement. Please sign both amendments, retain one for your records, and return one original. If you have any questions, please call Elizabeth Butler at (360) 725-3944, or send an e-mail to elizabeth.butler@rco.wa.gov.

Sincerely,

Kaleen Cottingham
Director

Enclosures

AMENDMENT APPROVAL FORM

	Date	Initials
Grant Mgr:	7/3/12	ecb
Section Mgr:	7/6/12	
Fiscal:		
Deputy:		
Director:		

Project #: 09-1277 Restoration

Amendment #: 4 - Special Conditions Change

Project Title: Qwuloolt Estuary Restoration - Construction

Project Sponsor: Tulalip Tribe

AMENDMENT DESCRIPTION:

Completion of the earlier project, Qwuloolt Estuary Phase II Design (07-1624), was significantly delayed. In order to facilitate closing the 07-1624 project agreement with submittal of 95% Designs, a special condition for completion of the Qwuloolt Estuary restoration final design deliverables is added to this project agreement.

PROJECT SUMMARY:

Board Funded Date:	10/23/2009	**Prior Time Extensions:**	1	**RCO Amount:**	$956,780.05
Project Start Date:	10/16/2009	**Other External Amendments:**	2	**Sponsor Match Amount:**	$0.00
Original End Date:	01/01/2012	**Sponsor Active Projects:**	4	**Total:**	$956,780.05
Current End Date:	09/30/2012	**Sponsor Completed Projects:**	5	**RCO Paid To Date (1%):**	$14,289.81
		Sponsor Not Completed Projects:	2	**RCO Remaining (99%):**	$942,490.24
Last Progress Report:		**Sponsor Dead Projects:**	0	**Last Billing Date:**	03/18/2011

PROJECT AGREEMENT DESCRIPTION:

The Qwuloolt Estuary Restoration Project represents a broad-based interagency and community effort to restore historic tidal processes and a functioning estuary intertidal marsh system to 400 acres of isolated floodplain within the lower Snohomish River estuary. The project will also restore natural hydrologic connection and functions to two stream systems and provide unrestricted fish access to 16 miles of upstream spawning and rearing habitat. Overall restoration work will involve breaching the levee along Ebey Slough, installing a setback levee to protect adjacent properties located in the floodplain, filling ditches, excavating stream and tidal channels, and planting native shrub and tree species in shoreline riparian areas. Total project cost is estimated to be $7,800,000.

This project involves initial restoration activities including channel excavation and ditch filling, year one construction of approximately 4,000 feet of the west setback levee, restoration of more than 1 mile of historic and new channel with riparian plantings, project permitting, design, and management tasks. These funds will supplement tribal funds to meet a 35% local cost-share obligation for working with the US Army Corps of Engineers under the Puget Sound and Adjacent Waters Program.

PROJECT FUNDING (CURRENT):

Bien	Fund	Appn	Reapp Ind	Orig Bien	Orig Appn	Grant	Activity	SubActiv	SO	Amount
11-13	057	I03	Reapp	07-09	I03		PSAR	PSAR	NZ	$500,000.00
11-13	057	I13	Reapp	09-11	I13		ALEA	ALEA	NZ	$456,780.05

QUESTIONS:

	Yes	No	N/A	Other (see notes)
Is the amendment request consistent with the original project intent?	☑	☐	☐	☐
Did the sponsor provide adequate justification for the proposed change?	☐	☐	☑	☐
Did the sponsor exhaust all practical alternatives before requesting the amendment?	☑	☐	☐	☐
Is the current project meeting its milestone obligations to RCO?	☐	☐	☐	☑
Is the current project meeting its billing obligations to RCO? billing in progress	☑	☐	☐	☐
Did the sponsor have little control over the condition causing the amendment?	☑	☐	☐	☐

	Yes	No	N/A	Other (see notes)
Does the sponsor have a good track record of implementing projects?	☑	☐	☐	☐
Will the proposed change help implement the project faster?	☐	☑	☐	☐
Is the project change a result of a design and /or permitting requirement?	☐	☑	☐	☐
Will this action cause funding to be re-appropriated?	☐	☑	☐	☐
Is staff recommending approval of this amendment request?	☑	☐	☐	☐
Does the Lead Entity support the proposed change and is the documentation provided (letter or e-mail)?	☑	☐	☐	☐
Is the proposed change technically sound? Has the Review Panel reviewed the change? If so, have their comments been incorporated into the request (i.e. conditioning)?	☑	☐	☐	☐

NOTES AND ANALYSIS:

Partnership with the USACE has caused significant delays to project design and construction. This special condition change will facilitate closing of the earlier 07-1624 Qwuloolt Design grant which has been in the back log since June 1, 2009.

Natural Resources Building
1111 Washington St. S.E.
Olympia, WA 98501

P.O. Box 40917
Olympia, WA 98504-0917

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Web site: www.rco.wa.gov

STATE OF WASHINGTON

RECREATION AND CONSERVATION OFFICE

February 16, 2012

Kurt Nelson
Tulalip Tribe
7515 Totem Beach Rd
Marysville, WA 98271

RE: Qwuloolt Estuary Restoration - Construction, RCO #09-1277R
Amendment # 3

Dear Mr. Nelson:

In response to your request to amend the above-referenced Project Agreement, we have reviewed the circumstances and pertinent RCWs, WACs, and program policies relating to your request. As a result, I am approving an amendment to the Qwuloolt Estuary Restoration - Construction project.

Enclosed are two original amendments to the Project Agreement. Please sign both amendments, retain one for your records, and return one original. If you have any questions, please call Elizabeth Butler at (360) 725-3944, or send an e-mail to elizabeth.butler@rco.wa.gov.

Sincerely,

Kaleen Cottingham
Director

Enclosures

AMENDMENT APPROVAL FORM

	Date	Initials
Grant Mgr:	2/16/12	ecb
Section Mgr:	2/17/12	
Fiscal:	2/16/12	mj
Deputy:	2/21/12	STL
Director:		

Project #: 09-1277 Restoration

Amendment #: 3 - Cost Change

Project Title: Qwuloolt Estuary Restoration - Construction

Project Sponsor: Tulalip Tribe

AMENDMENT DESCRIPTION:

This PSAR funded project provides the primary source of match for the ALEA funded project No. 06-1604 "Qwuloolt Estuary Restoration and Trail" and is similar in scope and schedule. In order to streamline contracting, this amendment will integrate No. 06-1604 into No. 09-1277 by aligning the scope of work and increasing the agreement amount by $456,780.05 of unspent ALEA program funds, bringing the project agreement to total $956,780.05 in funding.

PROJECT SUMMARY:

Board Funded Date:	10/23/2009	**Prior Time Extensions:**	1	**RCO Amount:**	$500,000.00
Project Start Date:	10/16/2009	**Other External Amendments:**	1	**Sponsor Match Amount:**	$90,000.00
Original End Date:	01/01/2012	**Sponsor Active Projects:**	5	**Total:**	$590,000.00
Current End Date:	09/30/2012	**Sponsor Completed Projects:**	6	**RCO Paid To Date (3%):**	$14,289.81
		Sponsor Not Completed Projects:	1	**RCO Remaining (97%):**	$485,710.19
Last Progress Report:		**Sponsor Dead Projects:**	0	**Last Billing Date:**	03/18/2011

PROJECT AGREEMENT DESCRIPTION:

The Qwuloolt Estuary Restoration Project represents a broad-based interagency and community effort to restore historic tidal processes and a functioning estuary intertidal marsh system to 350 acres of isolated floodplain within the lower Snohomish River estuary. The project will also restore natural hydrologic connection and functions to two stream systems and provide unrestricted fish access to 16 miles of upstream spawning and rearing habitat. Overall restoration work will involve breaching the levee along Ebey Slough, installing a setback levee to protect adjacent properties located in the floodplain, filling ditches, excavating stream and tidal channels, and planting native shrub and tree species in shoreline riparian areas. Total project cost is $7,800,000. However, only a fraction of this full amount is reflected in the grant funding request.
This project requests $500,000 for part of the restoration activities; specifically, the first year of west setback levee construction, 1 mile of historic channel restoration with riparian plantings, and project management tasks. These funds will supplement $1,455,000 in tribal and state funds to meet a 35% local cost-share obligation for working with the US Army Corps of Engineers under the Puget Sound and Adjacent Waters Program.

PROJECT FUNDING (CURRENT):

Bien	Fund	Appn	Reapp Ind	Orig Bien	Orig Appn	Grant	Activity	SubActiv	SO	Amount
11-13	057	I03	Reapp	07-09	I03		PSAR	PSAR	NZ	$500,000.00

QUESTIONS:

	Yes	No	N/A	Other (see notes)
Is the amendment request consistent with the original project intent?	☑	☐	☐	☐
Did the sponsor provide adequate justification for the proposed change?	☑	☐	☐	☐
Did the sponsor exhaust all practical alternatives before requesting the amendment?	☑	☐	☐	☐
Is the current project meeting its milestone obligations to RCO?	☑	☐	☐	☐
Is the current project meeting its billing obligations to RCO?	☑	☐	☐	☐
Did the sponsor have little control over the condition causing the amendment?	☑	☐	☐	☐

	Yes	No	N/A	Other (see notes)
Does the sponsor have a good track record of implementing projects?	☑	☐	☐	☐
Will the proposed change help implement the project faster?	☐	☑	☐	☐
Is the project change a result of a design and /or permitting requirement?	☐	☑	☐	☐
Will this action cause funding to be re-appropriated?	☐	☑	☐	☐
Is staff recommending approval of this amendment request?	☑	☐	☐	☐
Does the Lead Entity support the proposed change and is the documentation provided (letter or e-mail)?	☑	☐	☐	☐
Is the proposed change technically sound? Has the Review Panel reviewed the change? If so, have their comments been incorporated into the request (i.e. conditioning)?	☑	☐	☐	☐

NOTES AND ANALYSIS:

The Qwuloolt Estuary Restoration Project is the second largest estuary restoration project within Puget Sound (next to the Nisqually Delta), and is a regional priority for native salmonid habitat restoration.

This amendment is supported by the Lead Entity. Combining these two grant agreements into one will reduce sponsor's grant administration costs related to invoicing and reporting.

Director approved 12/2/2011.

STATE OF WASHINGTON

COPY

February 1, 2012

Jo Ellen Darcy, Assistant Secretary of the Army for Civil Works
U.S. Army Corps of Engineers
108 Army Pentagon, Room 3E446
Washington, DC 20310-0108

RE: Qwuloolt Estuary Restoration Construction Funding

Dear Ms. Darcy:

We are writing to you regarding the Qwuloolt Estuary Restoration Project near Marysville, Washington. It has recently come to our attention that just months before construction was to start, the U.S. Army Corps of Engineers (USACE) cut the Section 544 Puget Sound Adjacent Waters Program funding for this project. It is imperative that the USACE prioritize the Qwuloolt Estuary Project and allocate the funding necessary to start construction in 2012.

Completing restoration of the 360 acre Qwuloolt Estuary is critical to the recovery of Chinook salmon, which are listed as threatened under the Endangered Species Act. Further, this restoration is critical to efforts to restore the health of Puget Sound and is prioritized in the federally adopted Salmon Recovery plan. Because of its importance to Puget Sound salmon recovery, the Qwuloolt Estuary Project has garnered wide support from state, federal and local agencies. The state of Washington has been a project partner since 2001, when the Recreation and Conservation Office (RCO) awarded the first of several grants (totaling $2.5 million) to the Tulalip Tribes for land acquisition, design and construction of the estuary restoration project. Other funding partners have committed millions more to the project. Funding from USACE is essential to completion of this project, which is critical to restoring the Snohomish River delta, one of the top priorities in the Puget Sound Nearshore Ecosystem Restoration Plan (PSNERP). Last fall, President Obama recognized the national significance of the Qwuloolt Estuary Project, underscoring why it must move forward.

In November 2011, after many delays, the USACE and the Tulalip Tribes signed the approved Qwuloolt Estuary Project Partnership Agreement. We understand the USACE also received and deposited the Tulalip Tribe's share of funding necessary to start construction in July, 2012 and

complete the project in 2013. Given these actions it is hard to understand how or why USACE could now eliminate project funding.

To reiterate, without the Section 544 funding the project cannot be completed. Funding partners have already facilitated multiple time extensions for the Qwulooit Estuary Project. If construction is not started in 2012, the Tulalip Tribes will likely have to return unexpended grant funding for construction and design. Now is the time for the USACE to uphold its commitments, and secure the funding necessary to start construction in July, 2012.

Sincerely,

Kaleen Cottingham
Director
Washington State Recreation and Conservation Office

Gerry O'Keefe
Director
Puget Sound Partnership

Phil Anderson
Director
Washington Department of Fish and Wildlife

cc: The Honorable Patty Murray, United States Senator
The Honorable Maria Cantwell, United States Senator
The Honorable Rick Larsen, United States Representative
The Honorable Norm Dicks, United States Representative
Melvin R. Sheldon Jr., Chairman, Tulalip Tribal Government
Dennis McLaren, Regional EPA Administrator
Will Stelle, Regional Administrator NW Region NOAA National Marine Fisheries Service
Marty Loesch, Chief of Staff, Office of Governor Christine Gregoire
Col. Bruce Estok, USACE Seattle District Commander

Butler, Elizabeth (RCO)

From: Kurt Nelson [knelson@tulaliptribes-nsn.gov]
Sent: Wednesday, January 25, 2012 3:44 PM
To: Jason.A.Lehto; Judy_Lantor@fws.gov; Podger, Donna (ECY); Stockdale, Erik (ECY); Ziegler, Ellie; Butler, Elizabeth (RCO); Walls, Timothy
Cc: Joshua Meidav; Terry Williams; Daryl Williams
Subject: FW: Qwuloolt Corp funding for 2012

Follow Up Flag: Follow up
Flag Status: Flagged

To All,

It has recently come to our attention that funding the Corps had for 2012 for the Qwuloolt Project was cut late last year. Currently, they have funds to pay for design, but not for construction. When we signed the Project Partnership Agreement, it was our understanding Section 544 carry over funds within the Puget Sound Adjacent Waters Program were available for construction in 2012, but apparently those funds were rescinded by the Corps to pay for other projects in 2011. Corps headquarters (Assistant Secretary of the Army for Civil Works) is currently deciding what Section 544 program projects to fund across the country in 2012. I believe it would be beneficial to alert our congressional delegation, or contact Corps Headquarters in support of the project, letting them know the importance of this project, the time and effort put into this project over the last 8 years, the local commitment, and the consequences of not funding it in 2012.

Importance - The Qwuloolt Project has been identified in the Snohomish Basin Salmon Recovery plan as a habitat improvement action critical to the recovery of Chinook salmon, an ESA listed species. Because of its importance to salmon recovery in the Snohomish Basin and in Puget Sound it has garnered wide support from state, federal and local agencies. The project was also recently identified as an important infrastructure nationally by the President last fall.

Time and Effort – The project planning and design has been in the works since 2004 by a team of federal, state and local agency staff.

Local Commitment - The Tribes and other agencies have spent in excess of a million dollars studying, planning, coordinating, and construction on this project already. A Project Partnership Agreement to complete design and construction between the Corps and the Tribes was signed and approved by both parties last fall. As part of this agreement local funding for the remaining construction has been already submitted to the Corps.

Consequences - If construction is not started in 2012 as planned, the local sponsor (Tribes) will have to return 1.1 million of the funds currently available for construction and design. This funding situation casts serious doubts on whether the project will be completed by the Corps, not to mention the sponsor. Local granting agencies have already extended our local grants associated with this project multiple times and will not extend these grants any further.

From our perspective it is imperative the Corps prioritize the Qwuloolt Project and allocate the necessary funding for construction of the Qwuloolt Project in 2012. Without this financial commitment this project will not be completed as planned.

Sally_Hintz@cantwell.senate.gov
Adam.lemieux@mail.house.gov
Uriel_ybarra@murray.sentate.gov
Lisa Fleming Dep. chief for civil works -202.761.4605

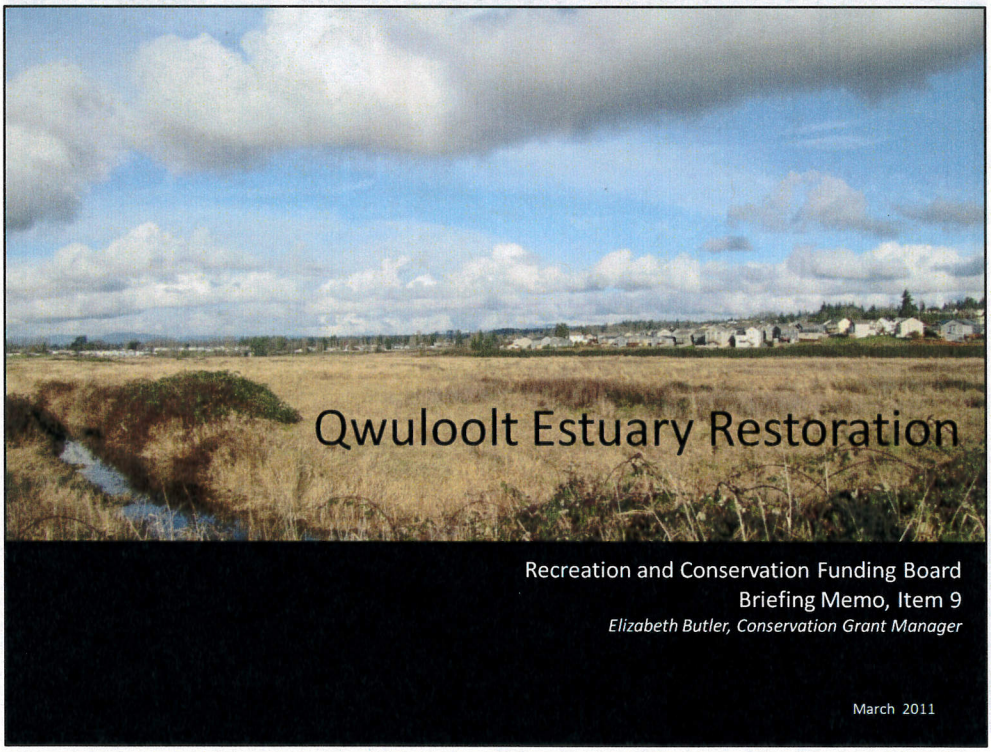
Kurt

Dennis McLerran regional head of EPA

Signed by Kolleen Geny O'Keefe

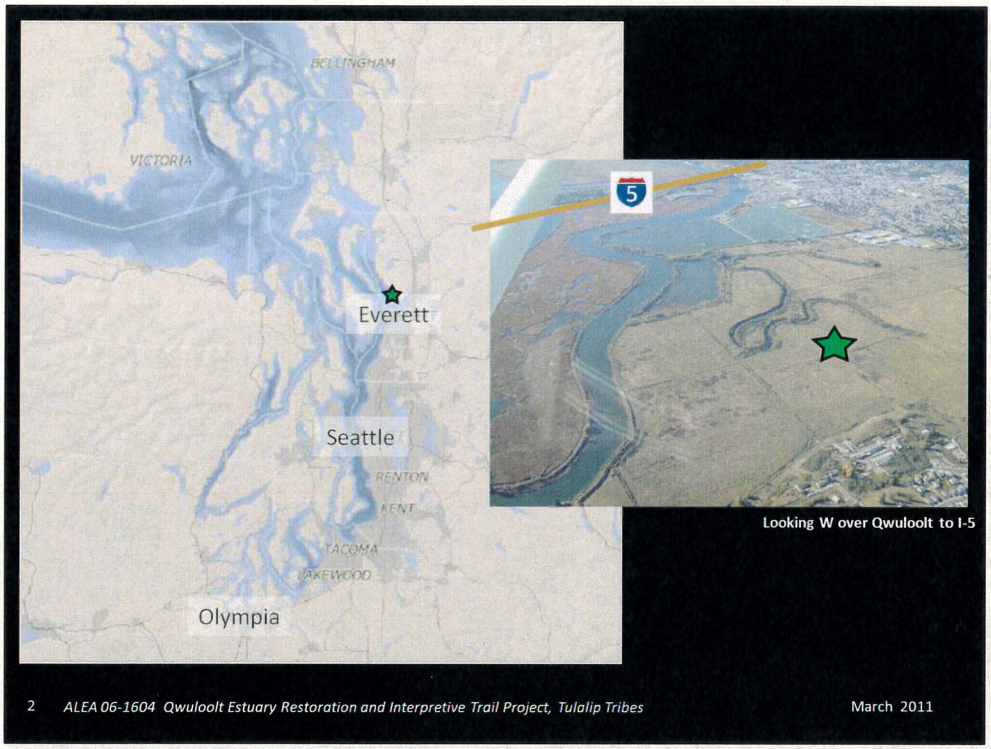
RCO funded restoration projects
Linked to USACE Construction slated for 2012

Proj Num	Sponsor	Project Name	USACE Funding Category	ALEA	PSAR	PSCS	Match	End Date	Status
06-1604	Tulalip Tribe	Qwuloolt Estuary Restoration & Trail	Match to Puget Sound Adjacent Waters	$ 499,000			$ 536,000	30-Sep-12	USACE Funding authorized but not appropriated. Design to be complete in early April, ready for summer costruction.
09-1277	Tulalip Tribe	Qwuloolt Estuary Restoration Construction	Match to Puget Sound Adjacent Waters		$ 500,000		$ 90,000	30-Sep-12	Same.
10-1469	Tulalip Tribe	Qwuloolt Estuary Restoration	Puget Sound Adjacent Waters			$ 291,000			NOAA $ isn't USACE match, but related scope.
Other RCO funded projects matching USACE:									
09-1415	City of Burien	Seahurst Park Shoreline Restoration Ph II	Puget Sound Adjacent Waters		$ 750,000.0		$ 133,000	31-Dec-12	USACE Funding authorized not appropriated. Design nearly complete, slated for construction
09-1418	City of Kent	Riverview Park Ecosystem Restoration	Match Green Duwamish Ecosystem Restoration Program		$ 500,000.0		$ 88,235	30-Jun-13	USACE Funding appropriated and contractor selected. Construction start April 2012.

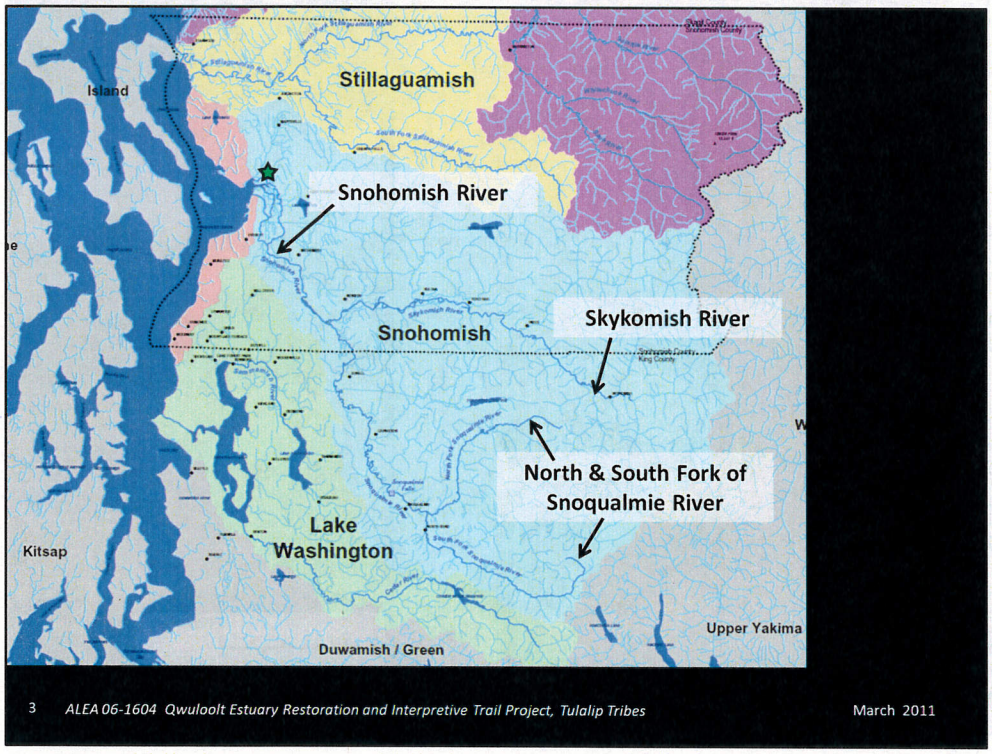


Good afternoon. My name is Elizabeth Butler and I'm here with Kurt Nelson, Tulalip Tribes Environmental Division Manager. I'll be presenting a project update on the Qwuloolt Estuary Restoration and Interpretive Trail Project which received about 500 thousand dollars of ALEA funding in 2007. The success of this large scale, expensive, and complex restoration project depends on a partnership with the Army Corps of Engineers. Internal project review at the Corps has taken longer than anticipated, but recent progress is targeting a summer construction start. The Tulalip Tribes anticipate requesting a time extension at the June 2011 board meeting. We hope at the end of this presentation you'll see the merits of this project and consider supporting it's success.

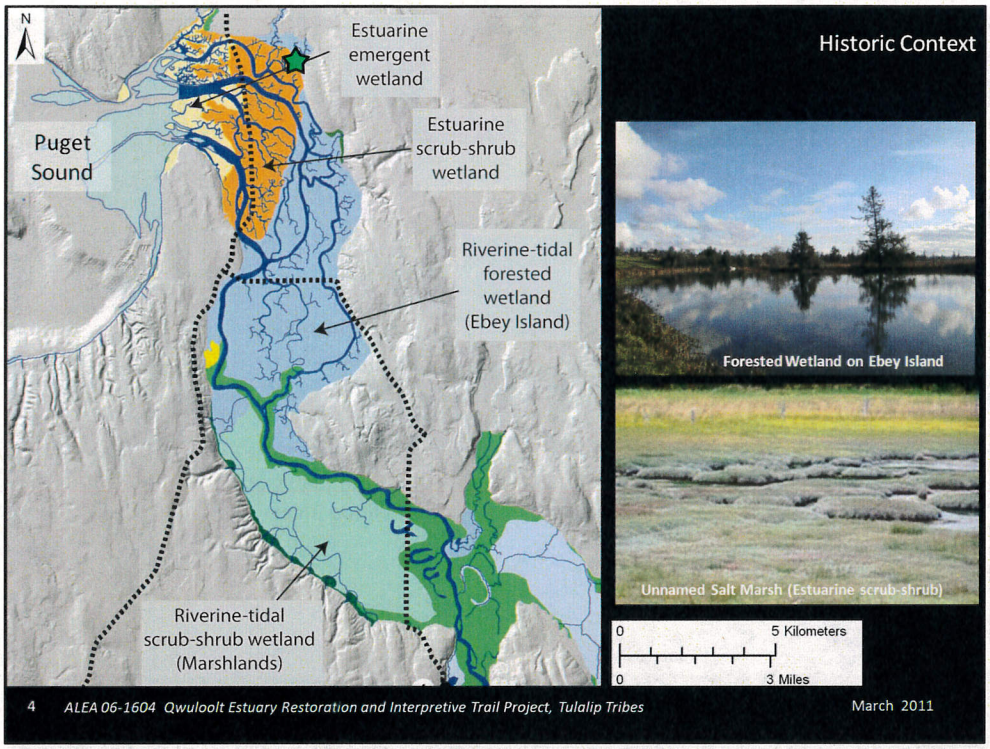
"Qwuloolt" means "Great Marsh" in Lushootseed, the language of the Tulalip people.



Driving north on I-5 past the City of Everett one can look east from the freeway towards Marysville and see the Qwuloolt project area in the distance. It is about 3 miles from Puget Sound shoreline.



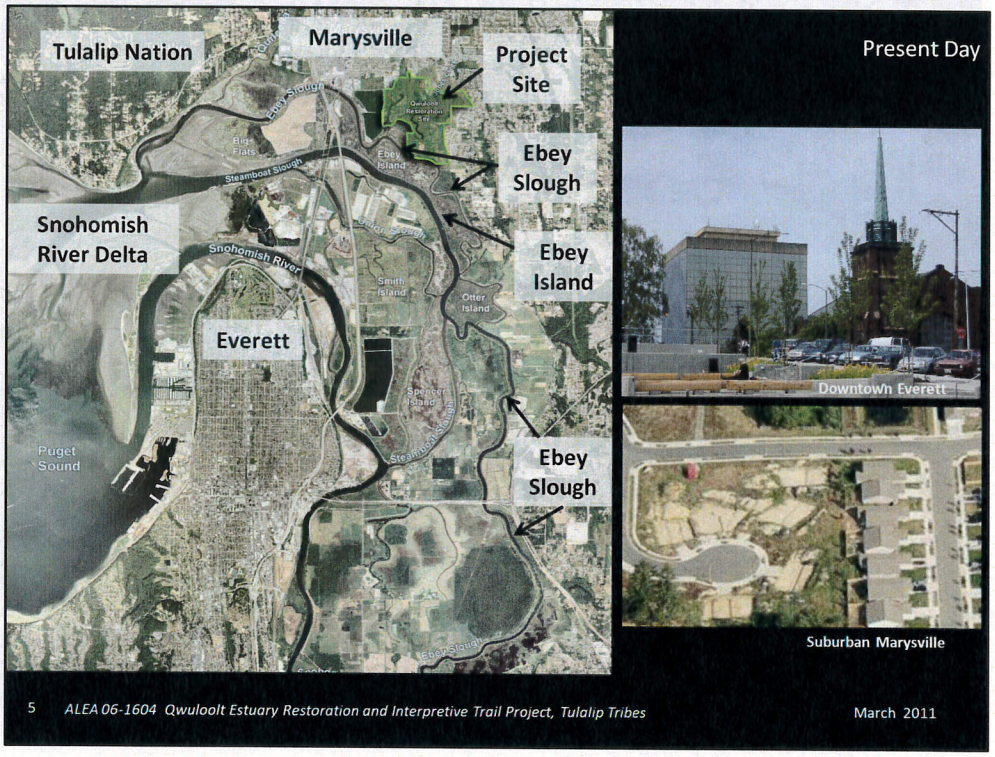
The project is within the Snohomish River Basin fed by the Skykomish and Snoqualmie River – whose headwaters stretch far into eastern King County.



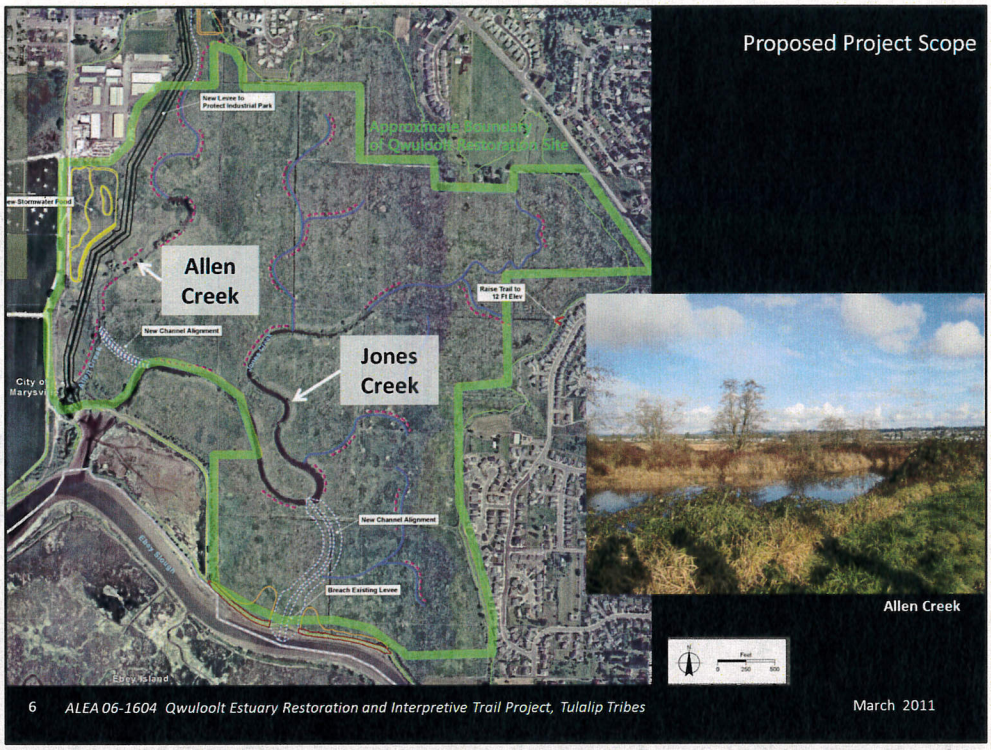
This is what we think the Snohomish River estuary looked like before settlement.

The tides were once quite influential shaping marshes and other wetland habitat more than 20 miles upstream from the Puget Sound.

(from a combination of 19th century Public Land Survey (PLS) records and Coast Survey mapping, with 1936-38 aerial photography, high-resolution digital elevation model, and other sources.)

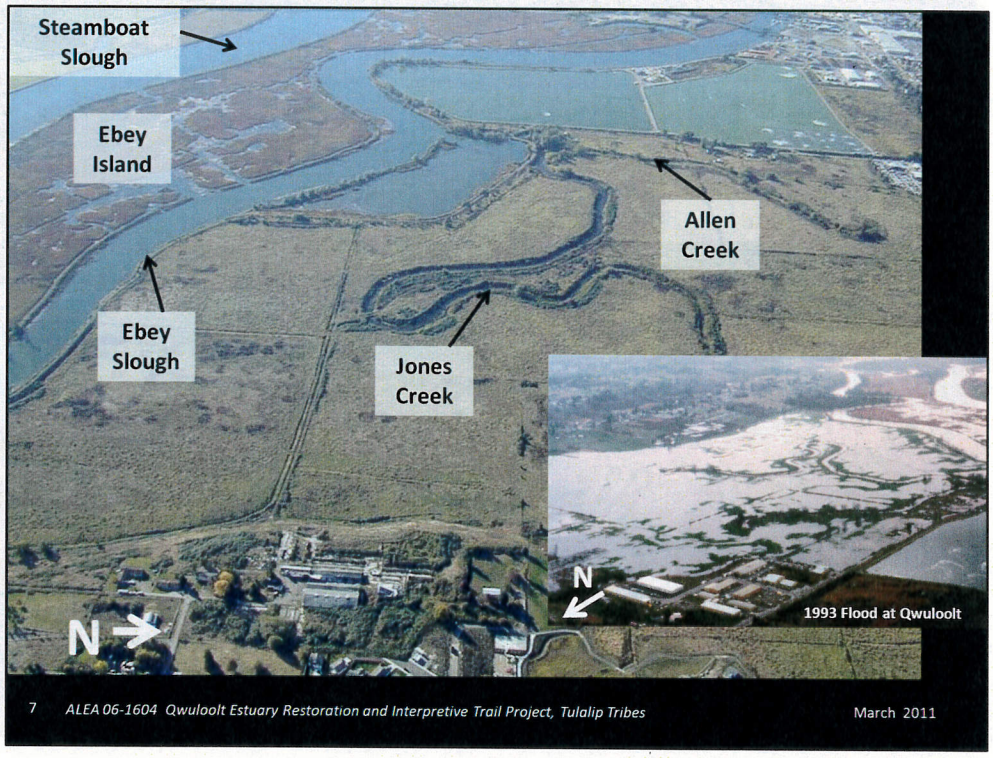


Now, less thank 20% of the 10,000 acre Snohomish River estuary remains. At the turn of the last century, floodplains throughout the region were re-engineered. Dikes and levees were constructed to contain rivers and tides – and wetlands were drained – all to feed our appetite for fertile farmland and urban development.



The Qwuloolt Estuary Restoration and Interpretive Trail project proposed to restore about 360 acres of floodplain, and ranked #1 in the ALEA funding category in 2006.

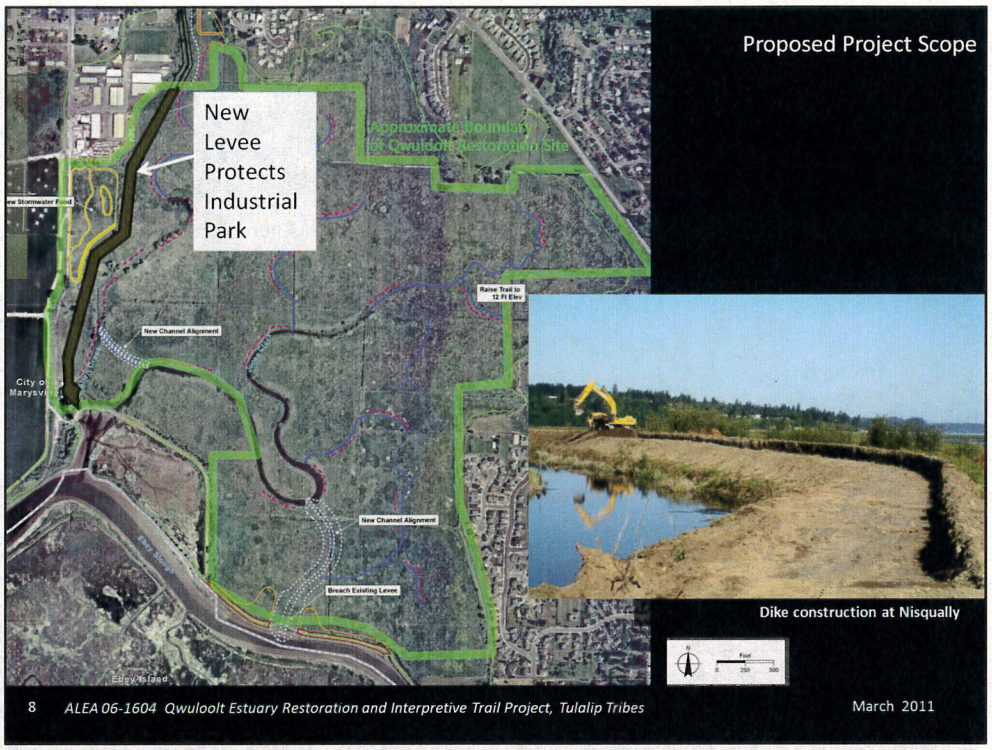
This is among the largest estuarine restoration projects in Puget Sound – second only to Nisqually Delta – and will provide fish passage to 16 miles of Allen Creek, which flows through the City of Marysville.



One of the most important functions of the estuary is providing spawning, rearing, and feeding areas for many fish and wildlife including salmon.

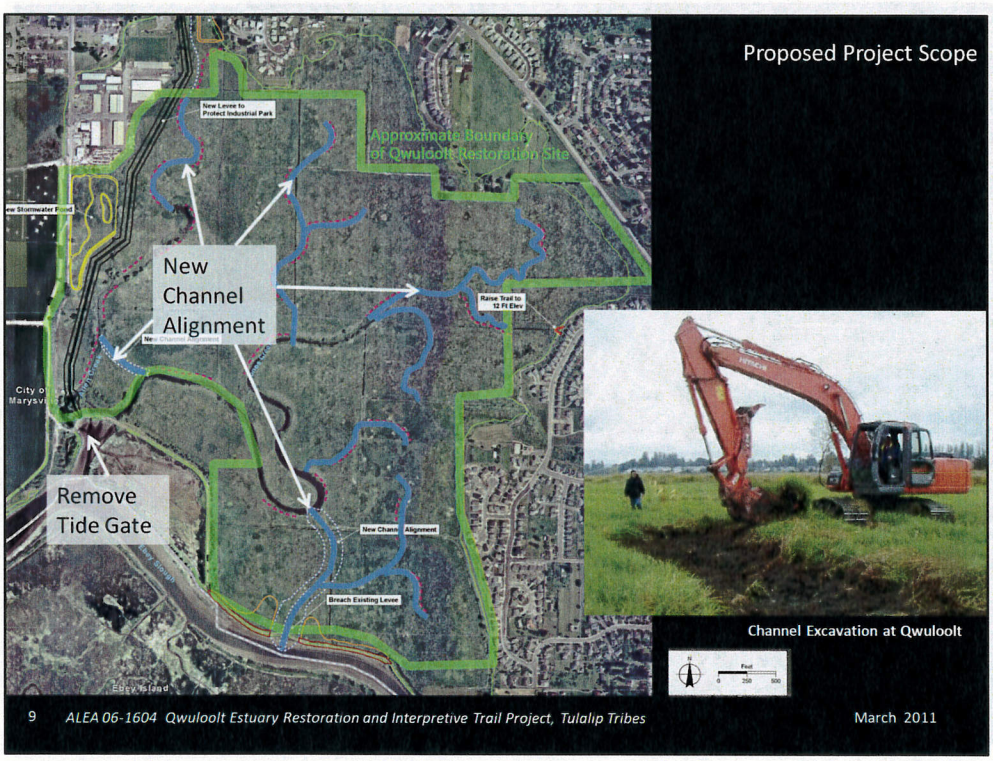
This Qwuloolt Estuary project will restore significant ecosystem function, structure, and dynamic ecological processes to benefit listed Chinook, bull trout, and steelhead, as well as many other species.

(Erik Stockdale photo, DOE)



The project scope includes construction of a setback levee necessary to protect the City of Marysville's sewage treatment plant and industrial area from flooding.

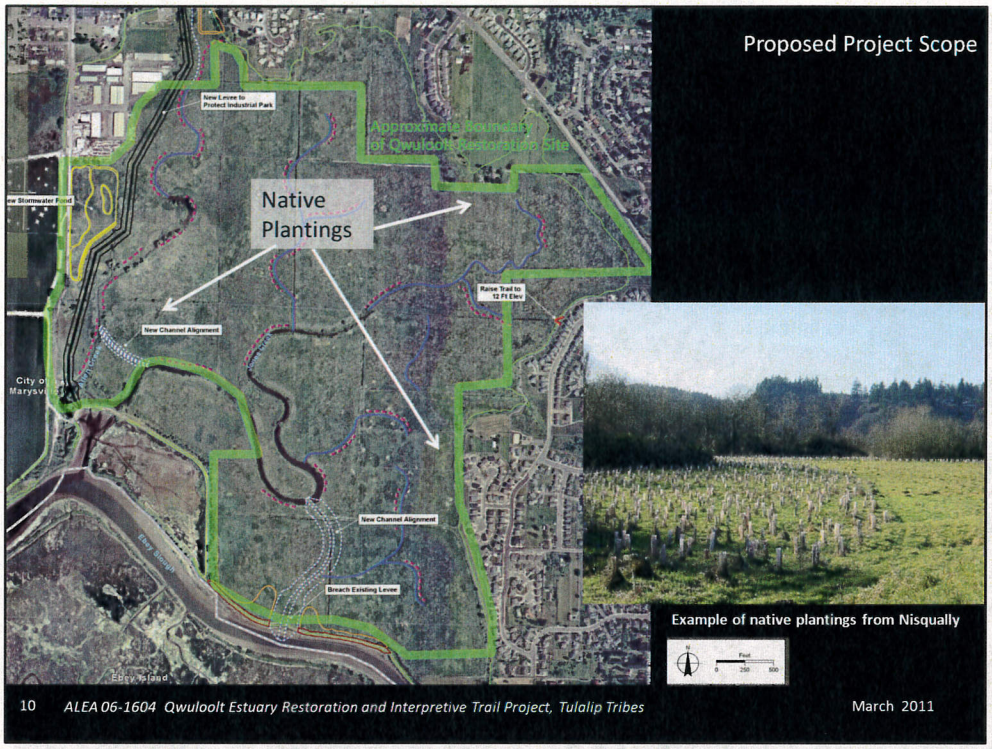
While the project name references recreational improvements, they were envisioned for a later phase of the project. This new levee would provide the foundation for a future trail that will connect with others in the area.



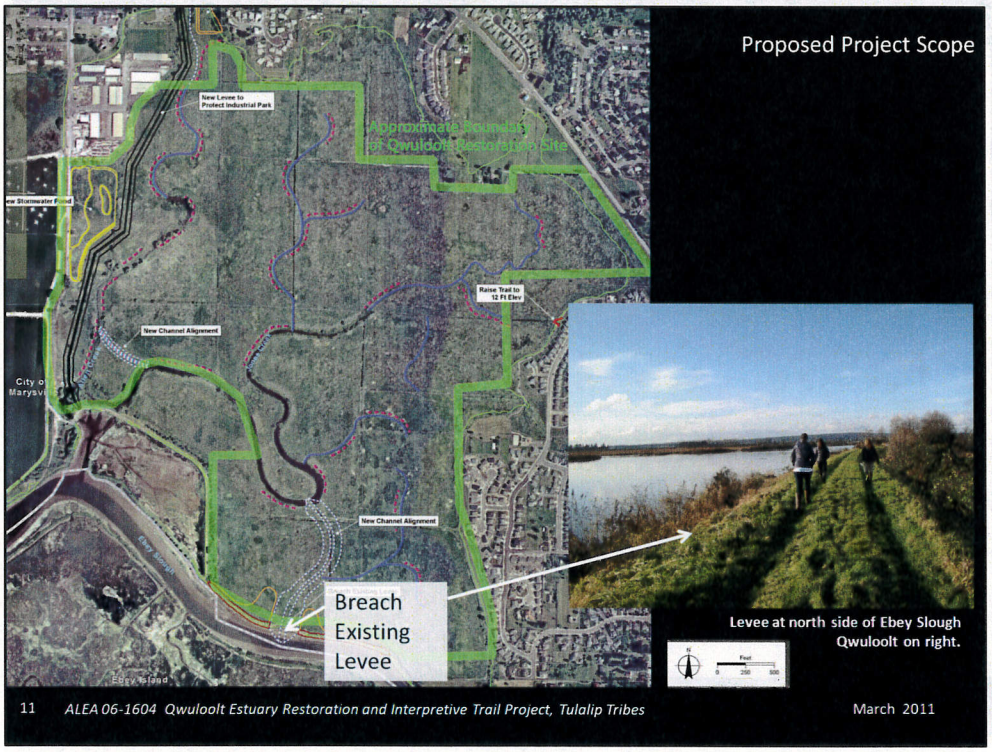
The project will remove tide gates at Allen and Jones Creek, and reconfigure the channels – shown here in blue – to empty farther east of the sewage treatment ponds.

Significant progress has been made on the channelization work using grant dollars that match the ALEA funding. Since 2007, the sponsor cut about 2 miles of channel. With excavated materials they've also filled nearly 1 mile of old drainage ditch and created berms along portions of the channel. More channelization and berm construction will be completed this year.

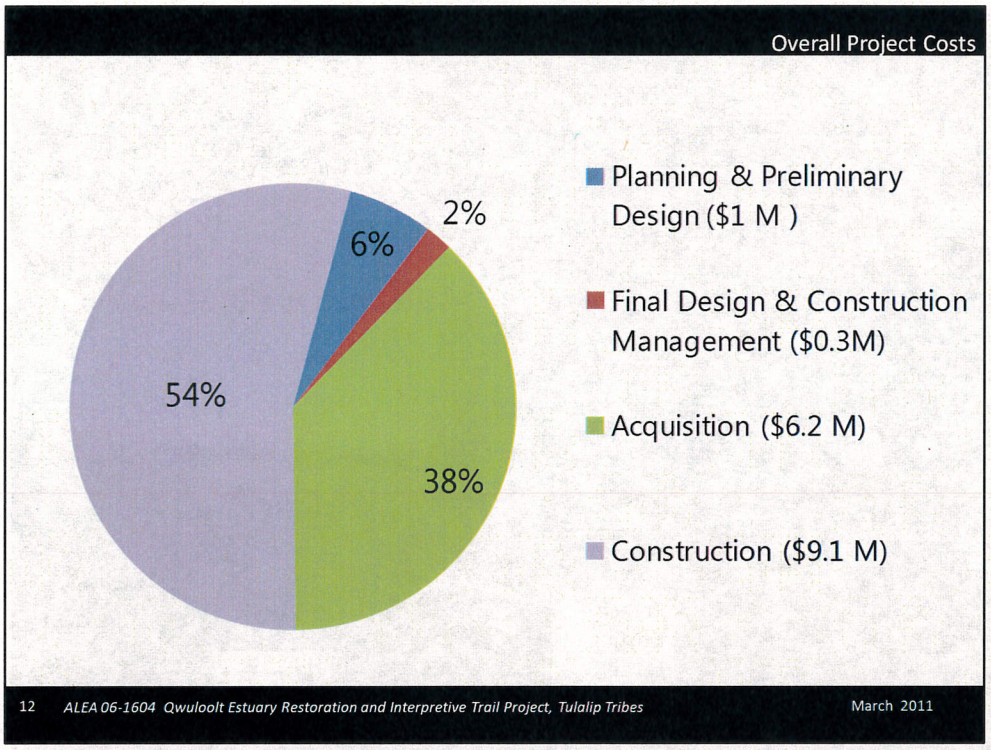
(yet to be completed: channel connections to Allen Creek, between Allen and Jones Creeks, and to Ebey Slough).



Lyngby's sedge, hard stem bulrush, and cattail will be some of the dominant marsh species to establish first, while upland riparian areas will be planted with Sitka spruce, rose, fir, and pine to accelerate natural recovery.



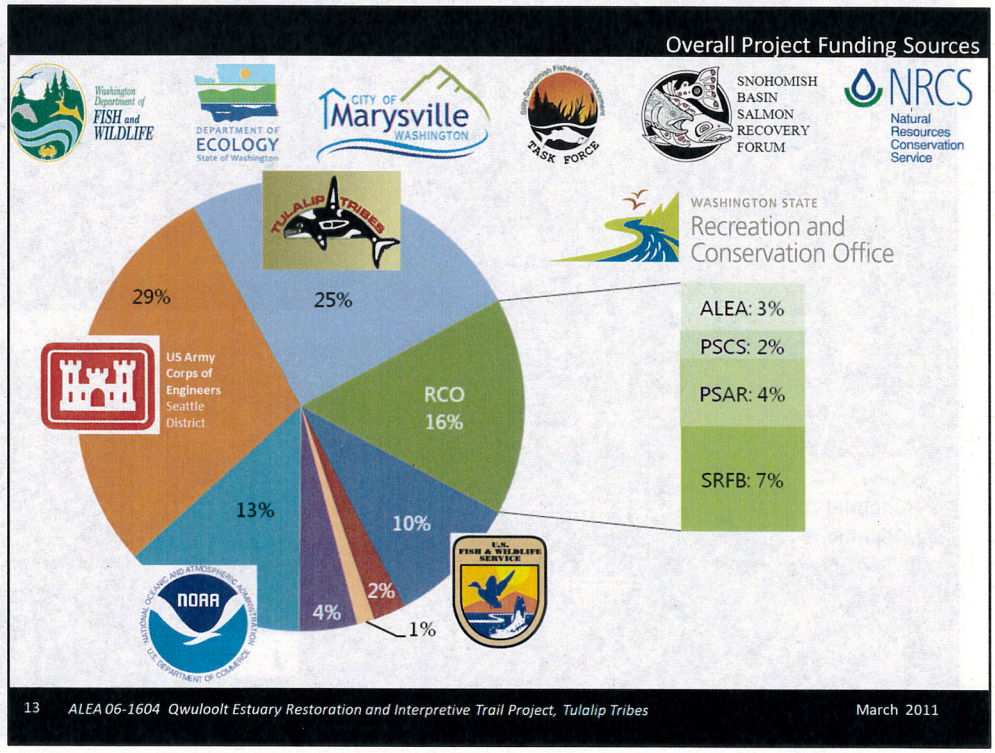
Breaching the levee along the north edge of Ebey Slough will transform the fallow farmland. Mudflats, tidal marsh, stream channels, and upland riparian forest habitats are expected to reestablish at Qwuloolt when river and tidal connection is restored.



Like other estuary projects, this restoration work is expensive -- total project costs are about $16.7 million dollars.

The Tulalip began this work more than 15 years ago, when they acquired the first property north of Ebey Slough. To date they've purchased more than 430 acres from willing sellers for about $6.2 million. The more floodplain they own, the shorter the setback levee needs to be.

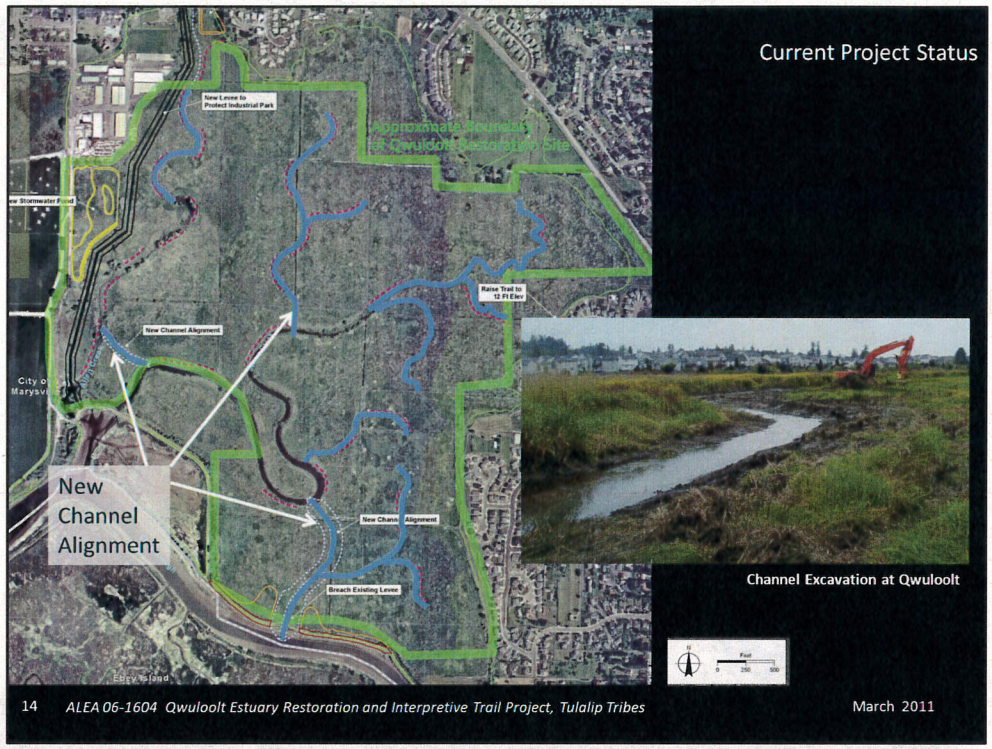
Total construction cost is estimated at $9.1 million, a little more than half of the budget, much of which will be spent on the setback levee.



The Tulalip Tribes worked diligently to assemble a broad team of project partners. They've brought federal and state agencies to the table, leveraging their own $4.2 million investment to raise the dollars necessary for project completion.

RCO has other acquisition, design, and construction grant investments in the project, some of which have been expended, or are on schedule for completion. This ALEA grant agreement is set to expire in June 2011, before the construction work is finished.

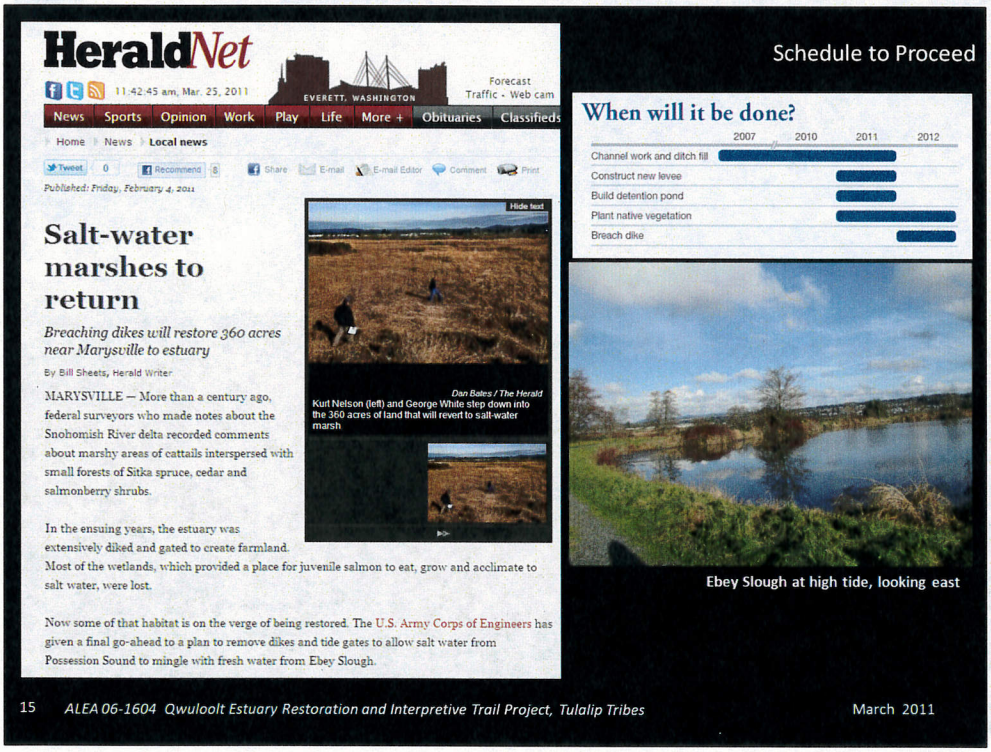
While the ALEA funding is only about 3% of the overall budget, this $500,000 is very important and necessary for project success. The sponsor had expected the setback levee construction to start in 2009, and was saving the ALEA funds to match the Corps construction funding.



The partnership with the Corps is key, as they would contribute $4.5 million towards the setback levee construction and bring engineering expertise for maximum flood protection.

Rather than put the entire project on hold waiting for the Corps to complete their design alternatives assessment and internal project review, the sponsor proceeded with portions of the project, making steady progress where they could.

The Tulalip continued to acquire floodplain property – and now the restoration footprint exceeds 400 acres. The project boundaries along the north and east sides has shifted to fit the existing topography. A levee originally proposed for the north side of the project is no longer needed. The Qwuloolt rechannelization and ditch filling is substantially complete.

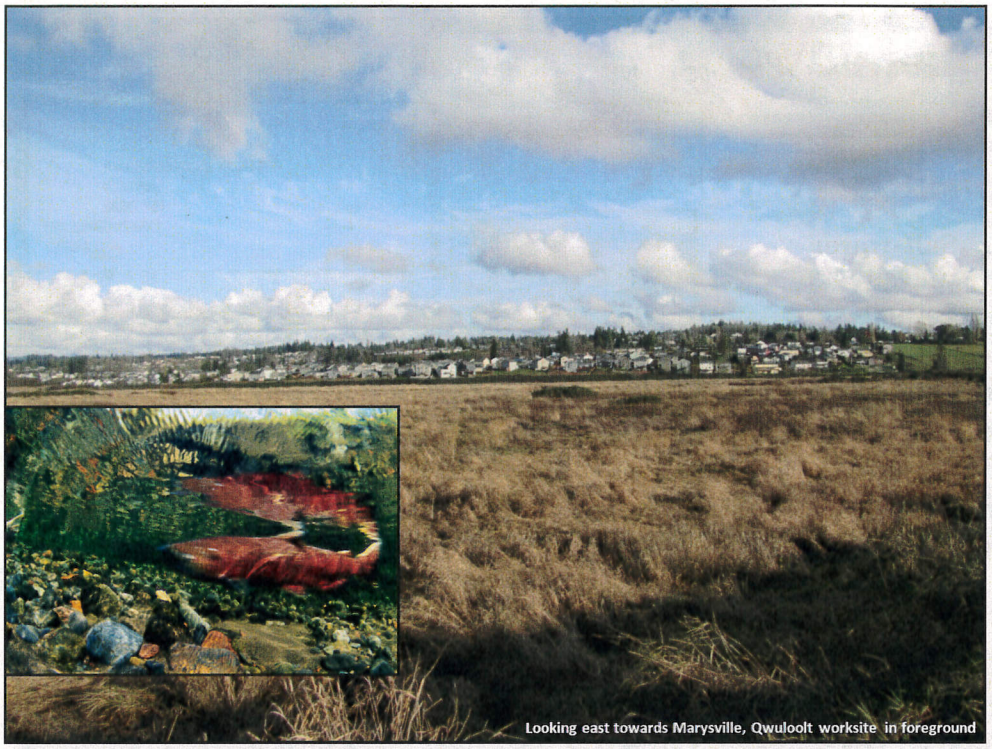


The Corps and the Tulalip Tribes have been working on the Qwuloolt project for more than 6 years.

A major milestone was recently accomplished when the local Corps office completed and approved the "Decision Document" – a 100 page report which assesses design alternatives and selects the preferred restoration plan.

The next major hurdle is to complete the Project Partnership Agreement (PPA) between the Corps and Tulalip. I understand this is nearly finished and will soon be routed along with the Decision Document to Washington DC for approval.

Corps and Tulalip staff are doing their best to expedite construction start, including working actively with the City of Marysville on permitting, and lining up contractors. They anticipate final City permit approvals by June 12th to begin construction of the setback levee in July 2011. The levee would be breached in 2012.



Large scale estuary restoration projects such as this are complicated to permit, expensive to implement, and can take many years to come to fruition.

The Qwuloolt project delays are extremely unfortunate. However, the Nisqually delta restoration took more than 10 years to complete, and now it is celebrated as a great success.

If the sponsor can secure a summer 2011 construction start, we anticipate requesting a time extension at the June Board meeting.

Thank you for your time and consideration, this concludes the Qwuloolt project update. I'm interested to hear your comments and will do my best to answer questions.

Salmon species utilize the estuary twice, as adults and juveniles, when they migrate between the river basin and marine waters of Puget Sound. The Snohomish estuary continues to support a large commercial and recreational salmon fishery. Multiple stocks of anadromous fish include four Pacific salmon (Chinook, coho, chum and pink; anadromous and resident trout (cutthroat, steelhead/rainbow); and anadromous and resident char (Dolly Varden, bull trout, and brook trout. Chinook and bull trout are listed as threatened species under the Endangered Species Act. All stocks are at risk because of historic losses of estuary habitat and continued environmental degradation. Restoration of the Snohomish estuary is a high priority for salmon recovery in the region.

to new USACE col.

Important project
partners on project since 2001
partners working diligently at cost reduction
2004 ↓ construction is targeted to start summer
we encourage you
look inside funding notwithstanding to find
funding supplied

DFW - Phil

Colo.
cc ⇒
Jeff Dylan

cc Patty Murray
Maria Cantwell
Rick Larsen
Norm Dicks
Chair of Tulalip — will Stelle
Marty L.
Dennis McLerran

date PPA signed cost share agreement
casted creek
Curtis Tanner
Voted fish

Natural Resources Building
1111 Washington St. S.E.
Olympia, WA 98501

P.O. Box 40917
Olympia, WA 98504-0917

STATE OF WASHINGTON

RECREATION AND CONSERVATION OFFICE

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Web site: www.rco.wa.gov

December 2, 2011

Kurt Nelson
Tulalip Tribe
7515 Totem Beach Rd
Marysville, WA 98271

RE: Qwuloolt Estuary Restoration - Construction, RCO #09-1277R
Amendment #: 1

Dear Mr. Nelson:

Staff has received your time extension request for the above-referenced project. Based on a review of Project Agreement milestones and circumstances you have described in your correspondence, your request is approved.

Attached are an original Project Agreement amendment and revised Milestone Report for your records. No signature is required on your part; this amendment is fully executed. If you have any questions, please call Elizabeth Butler at (360) 725-3944 or send an e-mail to elizabeth.butler@rco.wa.gov.

Sincerely,

Kaleen Cottingham
Director

Enclosures

AMENDMENT APPROVAL FORM

	Date	Initials
Grant Mgr:	12/2/11	ecb
Section Mgr:	12/6/11	
Fiscal:		
Deputy:	12/6/11	SR
Director:		

Project #: 09-1277 Restoration

Amendment #: 1 - Time Extension

Project Title: Qwuloolt Estuary Restoration - Construction

Project Sponsor: Tulalip Tribe

Stubb note on reverse

AMENDMENT DESCRIPTION:

The project period of 10/16/2009 to 01/01/2012 is extended to allow the contracting party until 09/30/2012 to complete the project.

PROJECT SUMMARY:

Board Funded Date:	10/23/2009	**Prior Time Extensions:**	0	**RCO Amount:**	$500,000.00
Project Start Date:	10/16/2009	**Other External Amendments:**	0	**Sponsor Match Amount:**	$90,000.00
Original End Date:	01/01/2012	**Sponsor Active Projects:**	5	**Total:**	$590,000.00
Current End Date:	01/01/2012	**Sponsor Completed Projects:**	6	**RCO Paid To Date (3%):**	$14,289.81
		Sponsor Not Completed Projects:	1	**RCO Remaining (97%):**	$485,710.19
Last Progress Report:		**Sponsor Dead Projects:**	0	**Last Billing Date:**	03/18/2011

PROJECT AGREEMENT DESCRIPTION:

The Qwuloolt Estuary Restoration Project represents a broad-based interagency and community effort to restore historic tidal processes and a functioning estuary intertidal marsh system to 350 acres of isolated floodplain within the lower Snohomish River estuary. The project will also restore natural hydrologic connection and functions to two stream systems and provide unrestricted fish access to 16 miles of upstream spawning and rearing habitat. Restoration will involve breaching the levee along Ebey Slough, installing a setback levee to protect adjacent properties located in the floodplain, filling ditches, excavating stream and tidal channels, and planting native shrub and tree species in shoreline riparian areas.
This project requests $500,000 for construction activities; specifically, setback levee construction, levee breach, and project management tasks. These funds will supplement $1,455,000 in tribal and state funds to meet a 35% local cost-share obligation for working with the US Army Corps of Engineers under the Puget Sound and Adjacent Waters Program. Additional federal funds will be used for interior site preparation (i.e. ditch filling, channel excavation, riparian planting) and the levee breach. Total project cost is $7,800,000. However, only a fraction of this full amount is reflected in the grant funding request.

PROJECT FUNDING (CURRENT):

Bien	Fund	Appn	Reapp Ind	Orig Bien	Orig Appn	Grant	Activity	SubActiv	SO	Amount
11-13	057	I03	Reapp	07-09	I03		PSAR	PSAR	NZ	$500,000.00

QUESTIONS:

	Yes	No	N/A	Other (see notes)
Is the amendment request consistent with the original project intent?	☑	☐	☐	☐
Did the sponsor provide adequate justification for the proposed change?	☑	☐	☐	☐
Did the sponsor exhaust all practical alternatives before requesting the amendment?	☑	☐	☐	☐
Is the current project meeting its milestone obligations to RCO?	☐	☐	☐	☑
Is the current project meeting its billing obligations to RCO?	☐	☐	☐	☑
Did the sponsor have little control over the condition causing the amendment?	☑	☐	☐	☐
Does the sponsor have a good track record of implementing projects?	☑	☐	☐	☐

	Yes	No	N/A	Other (see notes)
Will the proposed change help implement the project faster?	☐	☒	☐	☐
Is the project change a result of a design and /or permitting requirement? delays from appeal.	☒	☐	☐	☐
Will this action cause funding to be re-appropriated?	☐	☒	☐	☐
Is staff recommending approval of this amendment request?	☒	☐	☐	☐
Does the Lead Entity support the proposed change and is the documentation provided (letter or e-mail)?	☒	☐	☐	☐
Is the proposed change technically sound? Has the Review Panel reviewed the change? If so, have their comments been incorporated into the request (i.e. conditioning)?	☒	☐	☐	☐

NOTES AND ANALYSIS:

2010 PSAR funding is eligible to for time extension through 06/30/2013.

The project has faced many delays. The US Army Corps of Engineers are 18 months behind schedule due to staffing turnover, and added design review steps that resulted in extensive revisions to the NEPA documentation and preliminary project reporting.

The project has also been subject to a last minute appeal of the local Shoreline Permit by a formerly cooperative landowner, who had also received funds for a Qwuloolt restoration related flowage easement. This appeal has effectively halted all levee construction activities for the 2011 construction season. The Hearings Examiner denied the appeal, and approved the shoreline permits in October 2011. There is a second review underway with Shorelines Hearing Board (ECY) scheduled for March 2012.

The sponsor cannot complete the original scope of work within the approved contract period. They expect to be under construction summer of 2012.

This amendment will align the contract period with the 06-1604 ALEA project agreement, so ALEA funds and match can be moved to 09-1277.

Director approved 12/2/2011.

These 2 amendments need to be applied before I can complete the cost change amendment.

Thanks! Elizabeth

Qwuloolt Restoration Project

Estuary Restoration Site

Channel work completed 2007-2009

months, including an agreed upon schedule for document reviews and establishing a process for dispute elevation and resolution.

Provo Westside Connector, Utah

The Provo Westside Connector highway project in Utah will build a new arterial roadway between Provo Airport and Interstate 15 to improve roadway system linkage in southwest Provo, UT. By increasing coordination among federal and state agencies, permit review and approval can be expedited, saving six or more months. This time savings will be achieved through an agreed upon schedule for document reviews and establishing a process for dispute elevation and resolution.

Baltimore Red Line, Maryland

The Baltimore Red Line is a 14 mile rail transit line connecting the suburban areas west of Baltimore to downtown, the Inner Harbor and Fells Point areas, and the Johns Hopkins Bayview Medical Center Campus. This project has many outstanding permitting issues that will require substantial cooperation between a number of resource and other federal agencies. By engaging in early negotiations with all necessary federal agencies and optimizing coordination amongst the agencies this project will begin construction earlier than currently planned, potentially reducing the project timeline by two years.

Next Generation Air Transportation System Infrastructure Project, Texas

This Federal Aviation Administration (FAA) pilot project will create Next Generation (NextGen) aviation procedures, including the implementation of new, more efficient routes, for the two airports in Houston, Texas. These performance based navigation procedures must comply with internal FAA approvals as well as reviews under the National Environmental Policy Act. Integrating these reviews will expedite this project and studying the impacts of the new procedures will serve as a demonstration project for future NextGen procedural improvements.

Department of the Interior

Navajo Gallup Water Supply Project, New Mexico

This project will build two water treatment plants and deliver water through approximately 280 miles of pipeline, 24 pumping plants, and numerous water regulation and storage facilities bringing a clean and sustainable water supply to the Navajo Nation in northwestern New Mexico. The Department of the Interior's Bureau of Reclamation will work to improve coordination between Federal and non-federal

White Horse Radar

entities and to expedite land acquisition through the Bureau of Indian Affairs and Bureau of Land Management.

Department of Housing and Urban Development

Denver Mariposa Housing Project, Colorado

In connection with a HOPE VI grant from the Department of Housing and Urban Development, this project will revitalize a distressed housing project located in South Denver. Portions of the project are underway and HUD will expedite its Part 58 review and review of the Revitalization Plan for the next phases.

City Market at "O" Street, District of Columbia

Located in Washington, DC, City Market at "O" Street is a mixed-use property consisting of 400 market-rate residential units, 16,000 square feet of retail space and a 57,000 square foot supermarket with financing under the Federal Housing Administration (FHA) Section 220 insured mortgage program. In conjunction with this project and others, FHA has embarked on an effort to streamline the approval process for loans, including review of related federal permits and is working with the Advisory Council on Historic Preservation to expedite the National Historic Trust approval, subject to Section 106 of the National Historic Preservation Act.

Department of Commerce

Arroyo Sequit Watershed and Qwuloolt Estuary Coastal Habitat Restoration Project, California

This habitat restoration project is composed of two activities. The first activity is the Arroyo Sequit Creek Steelhead Barrier Removal in California, which will involve construction activities to remove existing physical barriers, including two dry weather crossings and one check dam, along the Arroyo Sequit watershed in northern Los Angeles County, CA. The second activity is the Qwuloolt Estuary Restoration in Washington State and will involve restoration construction activities to restore 350 acres of currently isolated floodplain. The National Oceanic and Atmospheric Administration will work with the Army Corps of Engineers to expedite construction permits by up to one year, with the goal of beginning construction as early as 2012.

West Coast Coastal Habitat Restoration Project, California and Washington

This project is composed of four habitat restoration activities including Sears Point Tidal Restoration in California; Napa River Salt Marsh Restoration in California; Riverside Ranch Restoration in California; and the Salt Creek Estuary Reconnection in Washington State. The scope of these project activities will involve construction

From: Stockdale, Erik (ECY) [mailto:ESTO461@ECY.WA.GOV]
Sent: Tuesday, October 11, 2011 12:14 PM
To: Kurt Nelson
Subject: FW: Obama Administration Announces Selection of 14 Infrastructure Projects to be Expedited Through Permitting and Environmental Review Process

Note the highlight below. The Qwuloolt project is hidden in the list under an erroneous title, which says both projects are in California.

Erik

From: White House Press Office [mailto:noreply@messages.whitehouse.gov]
Sent: Tuesday, October 11, 2011 08:40 AM
To: James, Jewel
Subject: Obama Administration Announces Selection of 14 Infrastructure Projects to be Expedited Through Permitting and Environmental Review Process

THE WHITE HOUSE
Office of the Press Secretary

FOR IMMEDIATE RELEASE
October 11, 2011

Obama Administration Announces Selection of 14 Infrastructure Projects to be Expedited Through Permitting and Environmental Review Process

Announcement is next step in Administration's ongoing effort to improve the efficiency of permitting and review process to help create jobs

WASHINGTON, DC – Today, the Obama Administration announced the selection of 14 infrastructure projects around the country that will be expedited through permitting and environmental review processes, an important next step in the Administration's efforts to improve the efficiency of federal reviews needed to help job-creating infrastructure projects move as quickly as possible from the drawing board to completion. This announcement comes as a result of the Presidential Memorandum President Obama issued in late August at the recommendation of his Council on Jobs and Competitiveness. Through the Presidential Memorandum, the President directed agencies to expedite environmental reviews and permit decisions for a selection of high priority infrastructure projects that will create a significant number of jobs, have already identified necessary funding, and where the significant steps remaining before construction are within the control and jurisdiction of the federal government and can be completed within 18 months. Below is the full list of projects selected by those agencies, which represent diverse sectors of the economy and combined will support the creation of tens of thousands of jobs.

As the President's Council on Jobs and Competitiveness has highlighted, improving the efficiency and effectiveness of federal permit decisions and environmental reviews is

one critical step the federal government can take to accelerate job creation. While many of these review processes are not under the control of the federal government -- state, local, and tribal governments are partners in the effort, as well -- the Obama Administration is committed to reforming the federal permitting and environmental review process to ensure that it runs as efficiently as possible while continuing to protect the health and safety of all Americans, and to preserve opportunities for public participation in federal decision-making. The Administration will apply broadly the information gathered while expediting these projects to further improve the permitting process for all projects. And as part of the Administration's commitment to efficiency and transparency, beginning at the end of November, the public will also be able to track the progress of projects under review through one central website .

14 Infrastructure Projects Selected for Expedited Review

Department of Transportation

Tappan Zee Bridge, New York

The Tappan Zee Bridge project will replace a deficient bridge that is a critical link in the regional transportation network. While the project is an ambitious one and construction will not begin for several years, improved coordination amongst multiple federal agencies will reduce the time needed to proceed from a Draft Environmental Impact Statement to a Record of Decision, potentially reducing the project timeline by multiple years.

Crenshaw/LAX, California

The Crenshaw/LAX project will extend the Los Angeles County Metropolitan Transportation Authority's (LA Metro) existing Green Line light rail nearer to the Los Angeles International Airport and connect it to the Expo Line light rail. The Federal Transit Administration (FTA) is providing additional targeted technical assistance to shorten the approval time for this project by several months. In addition FTA and LA Metro will pilot FTA's new streamlined risk assessment approach for major transit projects to ensure risks and associated mitigation measures are identified and addressed promptly.

Whittier Bridge, Massachusetts

The Whittier Bridge project on I-95 in Massachusetts will replace an existing bridge over the Merrimack River with a new, multi-modal bridge that will add lanes as well as bicycle and pedestrian lanes. The lead agency, resource agency and project sponsor will facilitate better coordination to accelerate permit review and approval within six

elements that will contribute to habitat restoration in these regions. This project will be expedited by up to one year by the facilitation of interagency resource coordination between the Army Corps of Engineers and the National Oceanic and Atmospheric Administration.

Department of Agriculture

Cleghorn Ridge Wind Project, California

This wind generation project by Cleghorn Ridge Wind LLC would consist of up to 52 wind turbine generators aligned in a general east-west direction along the ridgeline at Cleghorn Ridge, in the San Bernardino National Forest. USDA Forest Service, U.S. Air Force, and Federal Aviation Administration will cooperate to complete the review of this project by federal agencies in as little as 18 months, rather than the three years originally estimated.

Deerfield Wind Power Project, Vermont

This wind generation facility by Deerfield Wind LLC in the towns of Searsburg and Readsboro in the Green Mountain National Forest in Vermont would consist of 15 two-megawatt turbines. USDA Forest Service is working to expedite a Final Environmental Impact Statement before December 2011.

Dakota Prairie and Little Missouri National Grasslands, North Dakota and South Dakota

USDA Forest Service is working with an expedited process for reviewing oil and gas applications for wells and ancillary facilities such as pipelines and power lines in the Dakota Prairie and Little Missouri National Grasslands. There are approximately 80 applications currently in file. The expedited process involves early coordination with the U.S. Department of Interior Bureau of Land Management and use of the 390 Categorical Exclusion provided under the 2005 Energy Policy Act.

In addition to unveiling the projects selected for expedited review today, the Administration will also instruct agencies throughout the executive branch to gather comprehensive information regarding their reviews of infrastructure projects, and the best practices they have developed. The Administration will use that information to develop recommendations to further improve the efficiency, effectiveness, transparency and accountability of federal permitting and environmental review, without compromising our responsibility to protect safety, public health, and the environment, through measures such as adopting sector-specific guidelines for timely reviews of permitting applications; encouraging early engagement with stakeholders; coordinating federal reviews with those of state, local and tribal regulatory agencies; and instituting greater oversight of the overall process.

Some of the Key Steps Taken By the Obama Administration On Permitting Reform:

Today's announcement is the latest in a series of common-sense steps the Obama Administration has taken to improve the efficiency and effectiveness of federal permitting and review. These steps are helping to speed job-creation in the near term while increasing our competitiveness and strengthening our economy in the longer term. Just as importantly, the steps the Administration has taken also ensure that permitting and review processes continue to provide safeguards for public health and the environment while offering opportunity for constructive engagement by stakeholders.

For example:

? Just last week, the Obama Administration announced it will accelerate the permitting and construction of seven proposed electric transmission lines. This move will speed the creation of thousands of construction and operations jobs while transforming the nation's electric system into a modern, 21st century grid that is safer and more secure, and gives consumers more energy choices. The public can track the progress of these and other transmission projects at http://trackingsystem.nisc-llc.com/etrans/utility/Search.seam. This effort is the latest achievement resulting from a 2009 agreement between nine federal agencies that has improved coordination among federal agencies, states, and other stakeholders involved in siting and permitting transmission facilities on Federal lands.

? In November 2010, the Council on Environmental Quality issued commonsense guidance for federal agencies on the use of categorical exclusions to improve the efficiency of the environmental review process under the National Environmental Protection Act. When used appropriately, categorical exclusions help agencies reduce unnecessary paperwork and delay, by using research and experience to identify in advance categories of activities, like routine facility maintenance, that do not need to undergo intensive environmental review because they do not have significant environmental impacts.

? Over the past two years, the Department of Housing and Urban Development, Department of Transportation, and the Environmental Protection Agency have worked together to promote sustainable communities. For example, by partnering with local governments, the development community, and other key stakeholders, these agencies have helped to identify and remove key barriers to sustainable design and green building in their permitting process by increasing awareness of local ordinances that impact design, renovation, and maintenance of buildings and the sites at which they are located.

? Earlier this summer, the President signed an Executive Order to promote the safe, responsible, and efficient energy resources in Alaska. The EO established a working group to facilitate coordinated and efficient energy development and permitting in Alaska while also ensuring that all proper environmental and safety standards are met.

###

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Qwuloolt Estuary Restoration – Construction

Tulalip Tribes

Request for Amendment to Agreement 09-1277
December 1, 2011

This amendment request proposes to:

1) Reduce the project scope to exclude levee breach and second year levee construction. The amended scope of work will continue to include the initial construction of the 4000 linear ft west setback levee and project management tasks. The USACE and the Tulalip Tribes will use other funding to complete setback levee construction and levee breach as part of the overall Qwuloolt restoration project.
2) Extend the agreement period from 1/1/2012 to 09/30/2012 in order to align the contract period with the 06-1604 ALEA project agreement.
3) Transfer the ALEA funding, match, and scope from the 06-1604 project agreement to the 09-1277 project agreement, and close the 06-1604 agreement.

Amendment Request Rationale

Scope Change: The Qwuloolt Estuary Restoration Project is the second largest estuary restoration project within Puget Sound (next to the Nisqually Delta), and is a regional priority for native salmonid habitat restoration. The 09-1277 project agreement allocates $590,000 in PSAR and matching funds (less than 10% of the total estimated construction cost) but was originally scoped to include construction of the full Qwuloolt restoration project. The scope change allows us to better match the construction deliverable to the RCO funding level.

Time extension: The project has faced many delays. The US Army Corps of Engineers are 18 months behind schedule due to staffing turnover, and added design review steps that resulted in extensive revisions to the NEPA documentation and preliminary project reporting.

The project has also been subject to a last minute appeal of the local Shoreline Permit by a formerly cooperative landowner, who had also received funds for a Qwuloolt restoration related flowage easement. This appeal has effectively halted all levee construction activities for the 2011 construction season. The Hearings Examiner denied the appeal, and approved the shoreline permits in October 2011. There is a second review underway with Shorelines Hearing Board (ECY) scheduled for March 2012.

The sponsor cannot complete the original scope of work within the approved contract period. The time extension and scope change will simplify and sequence the tasks that can be completed by Sept 30, 2012. The amendments will allow the sponsor to efficiently expend the PSAR funding and facilitate project agreement completion well before the full restoration project is finished.

Merge ALEA and PSAR Construction project agreements (06-1604 into 09-1277): The amended scope of the 09-1277 aligns closely with that of 06-1604. Combining these two Qwuloolt construction grants into one project agreement would simplify the invoicing, reporting requirements, and grant deliverables for this portion of project construction.

Revised Project Scope

The amended scope of work will fund 4000 linear feet of the west setback levee construction and project management in 2012. These tasks represent some of the most critical restoration project elements required to maximize available salmonid habitat, prevent flooding, and protect existing infrastructure. The project budget remains the same and PSAR funds will be used as part of the local cost share for work performed by the Corps.

The Puget Sound Acquisition and Restoration (PSAR) grant will help fund the following activities:

- Staff costs for project management
- Construction materials (processing and delivery of levee fill material)
- Equipment rental
- Levee Construction
- Mobilization
- Permits
- Sales Tax

Original and Revised Project Milestones:

Milestone	Original Agreement	Amended Agreement	Notes
Project Start	10/16/2009		
Cultural Resources Complete	10/16/2009		Completed in 2008
Applied for Permits	03/01/2010		See 10/06/11 progress report for details.
Progress Report Submitted	03/15/2011		Submitted 03/18/11
Project Billing	03/15/2011		Submitted.
Monitoring Plan Submitted	11/30/2011		Submitted 09/30/11
Project Billing	11/30/2011	12/31/2011	
A&E Plans Submitted	06/01/2011	02/22/2012	95% Designs
Progress Report Submitted		03/15/2012	
Project Billing		03/15/2012	
RFB Complete and Advertised	07/01/2011	03/30/2012	
Monitor/Steward Plan Submitted	11/30/2011	05/30/2012	
Final Shoreline and Grading Permits		05/15/2012	
Bid Awarded/Contractors Hired	08/01/2011	05/30/2012	
Construction Started	08/15/2011	06/15/2012	
Final Report Submitted		09/30/2012	
Initial Construction 90% Complete		09/30/2012	
Monitoring Complete	01/01/2012	09/30/2012	Construction Monitoring
Agreement End Date	01/01/2012	09/30/2012	
Final Docs/Billing to Mgmt Agy		12/31/2012	

Comparison to Previous Agreement

Project Element	Original Agreement	Proposed Amendment
Scope	Construction of setback levee (including 2nd year topping) and levee breach, project management.	Initial setback levee construction (first year), project management.
Final Deliverable	Full Qwuloolt Restoration Project complete	First year construction of 4000 linear feet setback levee complete
End Date	January 1, 2012	September 30, 2012

Project Progress since 3/18/2011

Recently, a number of important project milestones have been accomplished:

- The Final Detailed Project Report was approved by the Corps in March 2011.
- The NEPA permit (Finding of No Significant Impact-FONSI) was approved in April 2011.
- The Project Partnership Agreement between the Corps and the Tulalip Tribes was signed in November 2011.
- Tulalip Tribes will provide $810,000 to the Corps for the initial 35% matching share in December 2011.

The Tulalip Tribes are working to meet the conditions of the shoreline permit and completing site preparation tasks necessary to start levee construction in 2012. Current designs are at 35% completion, and current Corps schedule provides 95% completion by the end of February 2012. Additional geotechnical data collection for the levee footprint is being collected. Topographic planimetric survey information has been collected for the levee footprint and stormwater detention pond. NOAA Fisheries and Tulalip Tribes are continuing with pre-project synoptic ecological monitoring. Sponsor will begin processing, hauling, and stockpiling levee material in January 2012.

Full Qwuloolt Restoration Project Overview

The Qwuloolt Estuary Restoration Project represents a broad-based interagency and community effort to restore historic tidal processes and a functioning estuary intertidal marsh system to 350 acres of isolated floodplain within the lower Snohomish River Estuary. The project will also restore natural hydrologic connection and functions to two stream systems and provide unrestricted fish access to 16 miles of upstream spawning and rearing habitat. Restoration will involve breaching the levee along Ebey Slough, installing a setback levee to protect adjacent properties located in the floodplain, filling existing ditches, excavating stream and tidal channels, constructing berms (site relief),and planting native shrub and tree species in shoreline riparian areas and constructed berms.

Multiple resource assessment and watershed planning efforts within the region have identified the Qwuloolt Project as a priority for intertidal marsh restoration and salmon recovery, starting as far back as the 1974 agreement, *"Recommendations for Comprehensive Land Use Planning and Flood Control for the Snohomish Basin"*. The 2005 Snohomish River Basin Salmon Conservation Plan (Plan) stated that the quality and quantity of rearing habitat in the nearshore, estuary, and mainstem of the river is the primary factor limiting Chinook salmon in the Snohomish Watershed. The Qwuloolt Project will have a direct benefit on this federally threatened species, as well as steelhead and bull trout, and other salmonids by restoring access to limited fresh to salt water critical transitional estuary habitat. Specifically, the Qwuloolt project will contribute to restoration of 350 acres of the 1,237 acre target for estuarine habitat restoration as outlined in the Plan.

Overall Project Objectives are to:

- Restore natural tidal and riverine processes to 350 acres of historic estuary
- Restore fish access to 350 acres of critical rearing habitat
- Restore natural hydrologic connection to two small stream systems
- Restore unrestricted fish access to 16 miles of upstream spawning and rearing habitat

PSAR funds are an important part of the $2,211,650 funding used to meet the US Army Corps of Engineers (Corps) local cost-share obligation (35%) required to complete the entire Qwuloolt restoration project. Currently, total project costs are estimated to be $6,319,000. Because of the large-scale and complex nature of this project, construction of the Qwuloolt restoration project is divided into distinct components to be completed over multiple years:

Interior Site (ongoing; estimated completion 12/31/2012):

The interior site components are managed by the Tulalip Tribes, and involve filling existing ditches (90%), excavating stream and tidal channels (80%), constructing berms (site relief, 10%), and planting native shrub and tree species in shoreline riparian areas (10%) and stormwater pond excavation (0%). This work initially started in 2007 and will occur concurrently to the other project components.

West Levee Construction (Construction scheduled summer/fall of 2012 and 2013.):

The PSAR construction funds will be used to further this component of the project. The U.S. Army Corps of Engineers (USACOE) will be managing the work under their Puget Sound and Adjacent Waters Program. The southern end of the levee will tie into an existing levee system on Ebey Slough. The north end of the levee will tie into a high ground terrace currently under project ownership. The levee is being designed to maintain existing levels of flood protection for infrastructure already located in the floodplain. A majority of the levee will be constructed in 2012. Levee settlement is anticipated. The additional filling, final grading and rock work will be completed in 2013, and is not a part of the amended 09-1277 scope of work.

South Levee Lowering and Breaching Component (construction scheduled for 2013 and 2014:

This last step of the restoration project will also be managed by the Corps, and involves lowering approximately 1500 feet of levee, and creating a 260 foot wide levee breach along Ebey Slough, at the southern edge of the project site.

PROJECT PARTNERSHIP AGREEMENT
BETWEEN
THE DEPARTMENT OF THE ARMY
AND
TULALIP TRIBES OF WASHINGTON
FOR
DESIGN AND CONSTRUCTION
OF THE
QWULOOLT, SNOHOMISH ESTUARY, MARYSVILLE, WASHINGTON
ECOSYSTEM RESTORATION PROJECT

THIS AGREEMENT is entered into this 23rd day of November, 2011, by and between the Department of the Army (hereinafter the "Government"), represented by the U.S. Army Engineer, Seattle District and Tulalip Tribes of Washington (hereinafter the "Non-Federal Sponsor"), represented by the Chairman of the Tulalip Tribes.

WITNESSETH, THAT:

WHEREAS, design and construction of the Qwuloolt Ecosystem Restoration Project for ecosystem restoration (hereinafter the "*Project*", as defined in Article I.A. of this Agreement) at Marysville, Washington, was approved by Northwestern Division Commander on May 17, 2011 pursuant to the authority contained in Section 544 of the Water Resources Development Act of 2000, Public Law 106-541 (hereinafter "Section 544");

WHEREAS, Section 544 provides that $40,000,000 in Federal funds are authorized to be appropriated to carry out critical restoration projects pursuant to Section 544 in the area of Puget Sound, Washington and adjacent waters of which no more than $5,000,000 in Federal funds may be used to carry out any one critical restoration project;

WHEREAS, Qwuloolt Ecosystem Restoration Project, Marysville, Washington is a critical restoration project as that term is defined by Section 544(b) of the Water Resource Development Act of 2000, Public Law 106-541.

WHEREAS, the Government and the Non-Federal Sponsor desire to enter into a Project Partnership Agreement (hereinafter the "Agreement") for design and construction of the *Project*;

WHEREAS, Section 544 of the Water Resources Development Act of 2000, Public Law 106-541, specifies the cost-sharing requirements applicable to the *Project*;

WHEREAS, the Non-Federal Sponsor desires to perform certain work (hereinafter the "*non-Federal work*" as defined in Article I.N. of this Agreement) which

is a part of the *Project* and receive credit up to 50 percent of the amount of its required contributions for the *Project* for the costs of such work;

WHEREAS, Section 221 of the Flood Control Act of 1970, Public Law 91-611, as amended (42 U.S.C. 1962d-5b), and Section 103(j) of the Water Resources Development Act of 1986, Public Law 99-662, as amended (33 U.S.C. 2213(j)), provide, *inter alia*, that the Secretary of the Army shall not commence construction of any water resources project, or separable element thereof, until each non-Federal interest has entered into a written agreement to furnish its required cooperation for the project or separable element;

WHEREAS, the Government and Non-Federal Sponsor have the full authority and capability to perform as hereinafter set forth and intend to cooperate in cost-sharing and financing of the *Project* in accordance with the terms of this Agreement; and

WHEREAS, the Government and the Non-Federal Sponsor, in connection with this Agreement, desire to foster a partnering strategy and a working relationship between the Government and the Non-Federal Sponsor through a mutually developed formal strategy of commitment and communication embodied herein, which creates an environment where trust and teamwork prevent disputes, foster a cooperative bond between the Government and the Non-Federal Sponsor, and facilitate the successful implementation of the *Project*.

NOW, THEREFORE, the Government and the Non-Federal Sponsor agree as follows:

ARTICLE I - DEFINITIONS

A. The term "*Project*" shall mean the lowering and breaching the Ebey Slough Dike in specific locations; construction of approximately 4,500 feet of setback levee; relocation and restoration of the mouth of Allen Creek; and closure of existing tide gates at the current mouth of Allen Creek all as generally described in the Qwuloolt Section 544 Ecosystem Restoration Project, Snohomish Estuary near Marysville, Washington, Detailed Project Report dated April 2011 and approved by Commander, Northwestern Division on May 17, 2011. The term includes the *non-Federal work* described in paragraph N. of this Article.

B. The term "*total project costs*" shall mean the sum of all costs incurred by the Non-Federal Sponsor and the Government in accordance with the terms of this Agreement directly related to design and construction of the *Project* and the *pre-Agreement design costs* incurred by the Government. Subject to the provisions of this Agreement, the term shall include, but is not necessarily limited to: the Government's *pre-Agreement design costs* and the Government's design costs incurred after the effective date of this Agreement; the Government's costs of preparation of environmental compliance documentation in accordance with Article II.A.2. of this Agreement; the Government's engineering and design costs during construction; the Non-Federal Sponsor's and the Government's costs of investigations to identify the existence and extent of hazardous substances in accordance with Article XIV.A. of this Agreement; the Government's costs of historic preservation

activities in accordance with Article XVII.A. and Article XVII.C.1. of this Agreement; the Government's actual construction costs; the costs of the *non-Federal work* determined in accordance with Article II.B.4. of this Agreement; the Government's supervision and administration costs; the Non-Federal Sponsor's and the Government's costs of participation in the Project Coordination Team in accordance with Article V of this Agreement; the Government's costs of contract dispute settlements or awards; the value of lands, easements, rights-of-way, *relocations*, and improvements required on lands, easements, and rights-of-way to enable the disposal of dredged or excavated material for which the Government affords credit in accordance with Article IV of this Agreement or for which reimbursement by the Government is required pursuant to Article II.B.3. of this Agreement; and the Non-Federal Sponsor's and the Government's costs of audit in accordance with Article X.B. and Article X.C. of this Agreement. The term does not include any costs for operation, maintenance, repair, rehabilitation, or replacement of the *Project*; any costs of *betterments* under Article II.H.2. of this Agreement; any costs of dispute resolution under Article VII of this Agreement; the Government's costs for data recovery activities associated with historic preservation in accordance with Article XVII.C.3. and Article XVII.C.4. of this Agreement; or the Non-Federal Sponsor's costs of negotiating this Agreement.

C. The term "*period of design and construction*" shall mean the time from the effective date of this Agreement to the date that construction of the *Project* is complete, as determined by the Government, or the date that this Agreement is terminated in accordance with Article XIII or Article XIV.C. of this Agreement, whichever is earlier.

D. The term "*financial obligations for design and construction*" shall mean the financial obligations of the Government and the costs for the *non-Federal work*, as determined by the Government, that result or would result in costs that are or would be included in *total project costs* except for obligations pertaining to the provision of lands, easements, and rights-of-way, the performance of *relocations*, and the construction of improvements required on lands, easements, and rights-of-way to enable the disposal of dredged or excavated material.

E. The term "*non-Federal proportionate share*" shall mean the ratio of the sum of the costs included in *total project costs* for the *non-Federal work*, as determined by the Government, and the Non-Federal Sponsor's total contribution of funds required by Article II.B.2. and Article II.C.2. of this Agreement to *financial obligations for design and construction*, as projected by the Government.

F. The term "*highway*" shall mean any highway, roadway, street, or way, including any bridge thereof, that is owned by a public entity.

G. The term "*relocation*" shall mean providing a functionally equivalent facility to the owner of a utility, cemetery, *highway*, railroad, or public facility when such action is authorized in accordance with applicable legal principles of just compensation. Providing a functionally equivalent facility may take the form of alteration, lowering, raising, or replacement and attendant demolition of the affected facility or part thereof.

H. The term "*functional portion of the Project*" shall mean a portion of the *Project* for which construction has been completed and that can function independently, as determined by the U.S. Army Engineer, Seattle District (hereinafter the "District Engineer") in writing, although the remainder of the *Project* is not complete.

I. The term "*betterment*" shall mean a difference in the design or construction of an element of the *Project* that results from the application of standards that the Government determines exceed those that the Government would otherwise apply to the design or construction of that element. The term does not include any design or construction for features not included in the *Project* as defined in paragraph A. of this Article.

J. The term "*Federal program funds*" shall mean funds provided by a Federal agency, other than the Department of the Army, plus any non-Federal contribution required as a matching share therefor.

K. The term "*Section 544 Project Limit*" shall mean the $5,000,000 statutory limitation on the Government's financial participation in the planning, design, and construction of the *Project* as specified in Section 544 of the Water Resources Development Act of 2000, Public Law 106-541.

L. The term "*Section 544 Program Limit*" shall mean the statutory limitation on the Government's appropriations for planning, design, and construction of all projects implemented pursuant to Section 544 of the Water Resources Development Act of 2000, Public Law 106-541. As of the effective date of this Agreement, such limitation is $40,000,000.

M. The term "*fiscal year*" shall mean one year beginning on October 1 and ending on September 30.

N. The term "*non-Federal work*" shall mean the services, materials, or supplies necessary to execute the *Project* including the design, construction, supervision and administration, and other activities associated with design and construction of such work performed by the Non-Federal Sponsor after the effective date of this Agreement. The term does not include the design or construction of *betterments* or the provision of lands, easements, rights-of-way, *relocations*, or the construction of improvements required on lands, easements, and rights-of-way to enable the disposal of dredged or excavated material that are associated with the non-Federal work.

O. The term "*pre-Agreement design costs*" shall mean all costs that were incurred by the Government prior to the effective date of this Agreement for design of the *Project.*

ARTICLE II - OBLIGATIONS OF THE GOVERNMENT AND THE NON-FEDERAL SPONSOR

A. The Government, subject to receiving funds appropriated by the Congress of the United States (hereinafter the "Congress") and using those funds and funds provided by the Non-Federal Sponsor, expeditiously shall design and construct the *Project*, except for the *non-Federal work*, applying those procedures usually applied to Federal projects, in accordance with Federal laws, regulations, and policies. The Non-Federal Sponsor expeditiously shall perform the *non-Federal work* in accordance with applicable Federal laws, regulations, and policies.

1. The Government shall not issue the solicitation for the first contract for design of the *Project* or commence design of the *Project* using the Government's own forces until the Non-Federal Sponsor has confirmed in writing its willingness to proceed with the *Project*.

2. The Government shall develop and coordinate as required, an Environmental Assessment and Finding of No Significant Impact or an Environmental Impact Statement and Record of Decision, as necessary, to inform the public regarding the environmental impacts of the *Project* in accordance with the National Environmental Policy Act of 1969 (42 U.S.C. 4321–4347; hereinafter "NEPA"). However, neither the Government nor the Non-Federal Sponsor shall issue the solicitation for the first construction contract for the *Project* or commence construction of the *Project* using its own forces until all applicable environmental laws and regulations have been complied with, including, but not limited to NEPA and Section 401 of the Federal Water Pollution Control Act (33 U.S.C. 1341).

3. The Government shall afford the Non-Federal Sponsor the opportunity to review and comment on the solicitations for all Government contracts for construction, including relevant plans and specifications, prior to the Government's issuance of such solicitations. To the extent possible, the Government shall afford the Non-Federal Sponsor the opportunity to review and comment on all proposed contract modifications, including change orders. In any instance where providing the Non-Federal Sponsor with notification of a contract modification is not possible prior to execution of the contract modification, the Government shall provide such notification in writing at the earliest date possible. To the extent possible, the Government also shall afford the Non-Federal Sponsor the opportunity to review and comment on all contract claims prior to resolution thereof. The Government shall consider in good faith the comments of the Non-Federal Sponsor, but the contents of solicitations, award of contracts or commencement of design or construction using the Government's own forces, execution of contract modifications, resolution of contract claims, and performance of all work on the *Project*, except for the *non-Federal work*, shall be exclusively within the control of the Government.

4. At the time the District Engineer furnishes the contractor with the Government's Written Notice of Acceptance of Completed Work for each contract

awarded by the Government for the *Project*, the District Engineer shall furnish a copy thereof to the Non-Federal Sponsor.

5. The Non-Federal Sponsor shall afford the Government the opportunity to review and comment on the solicitations for all contracts for the *non-Federal work*, including relevant plans and specifications, prior to the Non-Federal Sponsor's issuance of such solicitations. To the extent possible, the Non-Federal Sponsor shall afford the Government the opportunity to review and comment on all proposed contract modifications, including change orders. In any instance where providing the Government with notification of a contract modification is not possible prior to execution of the contract modification, the Non-Federal Sponsor shall provide such notification in writing at the earliest date possible. To the extent possible, the Non-Federal Sponsor also shall afford the Government the opportunity to review and comment on all contract claims prior to resolution thereof. The Non-Federal Sponsor shall consider in good faith the comments of the Government but, except as otherwise required in paragraph B.4. of this Article, the contents of solicitations, award of contracts or commencement of design or construction using the Non-Federal Sponsor's own forces, execution of contract modifications, resolution of contract claims, and performance of all work on the *non-Federal work* shall be exclusively within the control of the Non-Federal Sponsor.

6. At the time the Non-Federal Sponsor furnishes a contractor with a notice of acceptance of completed work for each contract awarded by the Non-Federal Sponsor for the *non-Federal work*, the Non-Federal Sponsor shall furnish a copy thereof to the Government.

B. The Non-Federal Sponsor shall contribute 35 percent of *total project costs* in accordance with the provisions of this paragraph.

1. In accordance with Article III of this Agreement, the Non-Federal Sponsor shall provide all lands, easements, and rights-of-way, including those required for *relocations*, the borrowing of material, and the disposal of dredged or excavated material, shall perform or ensure performance of all *relocations*, and shall construct improvements required on lands, easements, and rights-of-way to enable the disposal of dredged or excavated material that the Government determines to be required or to be necessary for construction, operation, and maintenance of the *Project*.

2. The Non-Federal Sponsor shall provide funds in accordance with Article VI.B. of this Agreement in the amount necessary to meet the Non-Federal Sponsor's required share of 35 percent of *total project costs* if the Government projects at any time that the collective value of the following contributions will be less than such required share: (a) the value of the Non-Federal Sponsor's contributions under paragraph B.1. of this Article as determined in accordance with Article IV of this Agreement; and (b) the value of the Non-Federal Sponsor's contributions under Article V, Article X, and Article XIV.A. of this Agreement.

3. The Government, subject to the availability of funds and as limited by paragraph B.6. of this Article, the *Section 544 Project Limit*, and the *Section 544 Program Limit*, shall refund or reimburse to the Non-Federal Sponsor any contributions in excess of 35 percent of *total project costs* if the Government determines at any time that the collective value of the following contributions has exceeded 35 percent of *total project costs*: (a) the value of the Non-Federal Sponsor's contributions under paragraph B.1. of this Article as determined in accordance with Article IV of this Agreement; (b) the value of the Non-Federal Sponsor's contributions under paragraph B.2. of this Article; and (c) the value of the Non-Federal Sponsor's contributions under Article V, Article X, and Article XIV.A. of this Agreement. After such a determination, the Government, in its sole discretion, may acquire any remaining lands, easements, and rights-of-way required for the *Project*, perform any remaining *relocations* necessary for the *Project*, or construct any remaining improvements required on lands, easements, and rights-of-way to enable the disposal of dredged or excavated material required for the *Project* on behalf of the Non-Federal Sponsor. Notwithstanding the acquisition of lands, easements, and rights-of-way, performance of *relocations*, or construction of improvements required on lands, easements, and rights-of-way to enable the disposal of dredged or excavated material by the Government under this paragraph, the Non-Federal Sponsor shall be responsible, as between the Government and the Non-Federal Sponsor, for any costs of cleanup and response in accordance with Article XIV.C. of this Agreement.

4. The Government shall determine and include in *total project costs* any costs incurred by the Non-Federal Sponsor for *non-Federal work*, subject to the conditions and limitations of this paragraph. The Non-Federal Sponsor in a timely manner shall provide the Government with such documents as are sufficient to enable the Government to determine the amount of costs to be included in *total project costs* for *non-Federal work*.

a. The Non-Federal Sponsor shall not commence construction of the *non-Federal work* until the designs, detailed plans and specifications, and arrangements for the prosecution of such work have been approved by the Government. Changes proposed by the Non-Federal Sponsor to approved designs and plans and specifications also must be approved by the Government in advance of the related construction. Upon completion of the *non-Federal work*, the Non-Federal Sponsor shall furnish to the Government a copy of all final as-built drawings for the construction portion of such work.

b. *Non-Federal work* shall be subject to an on-site inspection and certification by the Government that the work was accomplished in a satisfactory manner and in accordance with the provisions of this Agreement and is suitable for inclusion in the *Project*.

c. The Non-Federal Sponsor's costs for *non-Federal work* that may be eligible for inclusion in *total project costs* pursuant to this Agreement shall be subject to an audit in accordance with Article X.C. of this Agreement to determine the reasonableness, allocability and allowability of such costs.

d. The Non-Federal Sponsor's costs for *non-Federal work* that may be eligible for inclusion in *total project costs* pursuant to this Agreement are not subject to interest charges, nor are they subject to adjustment to reflect changes in price levels between the time the *non-Federal work* is completed and the time the costs are included in *total project costs*.

e. The Government shall not include in *total project costs* any costs for *non-Federal work* paid by the Non-Federal Sponsor using *Federal program funds* unless the Federal agency providing the Federal portion of such funds verifies in writing that expenditure of such funds for such purpose is expressly authorized by Federal law.

f. The Government shall not include in *total project costs* any costs for *non-Federal work* in excess of the Government's estimate of the costs of the *non-Federal work* if the work had been accomplished by the Government.

g. In the performance of the construction portion of the *non-Federal work*, the Non-Federal Sponsor must comply with applicable Federal labor laws covering non-Federal construction, including, but not limited to, 40 U.S.C. 3141-3148 and 40 U.S.C. 3701-3708 (revising, codifying and enacting without substantive change the provisions of the Davis-Bacon Act (formerly 40 U.S.C. 276a *et seq.*), the Contract Work Hours and Safety Standards Act (formerly 40 U.S.C. 327 *et seq.*) and the Copeland Anti-Kickback Act (formerly 40 U.S.C. 276c)). Costs for the construction portion of *non-Federal work* may be excluded from *total project costs* by the Government, in whole or in part, as a result of the Non-Federal Sponsor's failure to comply with its obligations under these laws.

5. The Government, in accordance with this paragraph, shall afford credit toward the Non-Federal Sponsor's contribution of funds required under paragraph B.2. of this Article for the costs of the *non-Federal work* determined in accordance with paragraph B.4. of this Article. However, the maximum amount of credit that can be afforded for the *non-Federal work* shall not exceed the least of the following amounts as determined by the Government: (a) the Non-Federal Sponsor's contribution of funds required under paragraph B.2. of this Article; (b) the costs of the *non-Federal work* determined in accordance with paragraph B.4. of this Article; or (c) 50 percent of the Non-Federal Sponsor's share of *total project costs*.

6. Notwithstanding any other provision of this Agreement, the Non-Federal Sponsor shall not be entitled to reimbursement of any costs of *non-Federal work* determined in accordance with paragraph B.4. of this Article and included in *total project costs* that exceed the amount of credit afforded for the *non-Federal work* determined in accordance with paragraph B.5. of this Article and the Non-Federal Sponsor shall be responsible for 100 percent of all costs of *non-Federal work* included in *total project costs* that exceed the amount of credit afforded.

C. Notwithstanding any other provision of this Agreement, Federal financial participation in the *Project* is limited by the following provisions of this paragraph.

1. In the event the Government projects that the amount of Federal funds the Government will make available to the *Project* through the then-current *fiscal year*, or the amount of Federal funds the Government will make available for the *Project* through the upcoming *fiscal year*, is not sufficient to meet the Federal share of *total project costs* and the Federal share of costs for data recovery activities associated with historic preservation in accordance with Article XVII.C.3. and Article XVII.C.4. of this Agreement that the Government projects to be incurred through the then-current or upcoming *fiscal year*, as applicable, the Government shall notify the Non-Federal Sponsor in writing of such insufficiency of funds and of the date the Government projects that the Federal funds that will have been made available to the *Project* will be exhausted. Upon the exhaustion of Federal funds made available by the Government to the *Project*, future performance under this Agreement shall be suspended and the parties shall proceed in accordance with Article XIII.B. of this Agreement.

2. In accordance with Section 544 of the Water Resources Development Act of 2000, Public Law 106-541, the Government's total financial obligations for planning, design, and construction of the *Project* (except for costs incurred on behalf of the Non-Federal Sponsor in accordance with paragraph H. of this Article) shall not exceed the *Section 544 Project Limit*. Notwithstanding any other provision of this Agreement, the Non-Federal Sponsor shall be responsible for all costs in excess of this limit and shall pay any such costs in accordance with Article VI.B. of this Agreement.

3. If the Government determines that the total amount of Federal funds provided by Congress for all projects implemented pursuant to Section 544 has reached the *Section 544 Program Limit*, and the Government projects that the Federal funds the Government will make available to the *Project* within the *Section 544 Program Limit* will not be sufficient to meet the Federal share of *total project costs* and the Federal share of costs for data recovery activities associated with historic preservation in accordance with Article XVII.C.3. and Article XVII.C.4. of this Agreement, the Government shall notify the Non-Federal Sponsor in writing of such insufficiency of funds and of the date the Government projects that the Federal funds that will have been made available to the *Project* will be exhausted. Upon the exhaustion of Federal funds made available by the Government to the *Project* within the *Section 544 Program Limit*, future performance under this Agreement shall be suspended and the parties shall proceed in accordance with Article XIII.B. of this Agreement.

4. As of the effective date of this Agreement, $6,525,297 of Federal funds has been provided by Congress for the Section 544 Program of which $750,000 is currently projected to be available for the *Project*. The Government makes no commitment to request Congress to provide additional Federal funds for the Section 544 Program or the *Project*. Further, the Government's financial participation in the *Project* is limited to the Federal funds that the Government makes available to the *Project*.

D. When the District Engineer determines that the entire *Project*, or a *functional portion of the Project*, is complete, the District Engineer shall so notify the Non-Federal Sponsor in writing and furnish the Non-Federal Sponsor with a final Operation, Maintenance, Repair, Rehabilitation, and Replacement Manual (hereinafter the "OMRR&R Manual") or, if the final OMRR&R Manual is not available, an interim OMRR&R Manual for the entire *Project* or such completed portion. Upon such notification, the Government also shall furnish to the Non-Federal Sponsor a copy of all final as-built drawings for the portion of the *Project* for which the Government awarded a construction contract, or the Government constructed using its own forces, if such drawings are available. Not later than 6 months after such notification by the Government that the entire *Project* is complete, the Government shall furnish the Non-Federal Sponsor with all final as-built drawings for the portion of the *Project* for which the Government awarded a construction contract, or the Government constructed using its own forces, and also shall furnish the Non-Federal Sponsor with the final OMRR&R Manual for the entire *Project*. In the event all final as-built drawings for the portion of the *Project* for which the Government awarded a construction contract, or the Government constructed using its own forces, or the final OMRR&R Manual for the entire *Project* cannot be completed within the 6 month period, the Government shall provide written notice to the Non-Federal Sponsor, and the Government and the Non-Federal Sponsor shall negotiate an acceptable completion date for furnishing such documents. Further, after completion of all contracts for the *Project*, copies of all of the Government's and Non-Federal Sponsor's Written Notices of Acceptance of Completed Work for all contracts for the *Project* that have not been provided to the other party previously shall be provided to the Non-Federal Sponsor and/or the Government, as appropriate.

E. Upon notification from the District Engineer in accordance with paragraph D. of this Article, the Non-Federal Sponsor shall operate, maintain, repair, rehabilitate, and replace the entire *Project*, or the *functional portion of the Project* as the case may be, in accordance with Article VIII of this Agreement.

F. Upon conclusion of the *period of design and construction*, the Government shall conduct an accounting, in accordance with Article VI.C. of this Agreement, and furnish the results to the Non-Federal Sponsor.

G. The Non-Federal Sponsor shall not use *Federal program funds* to meet any of its obligations for the *Project* under this Agreement unless the Federal agency providing the Federal portion of such funds verifies in writing that expenditure of such funds for such purpose is expressly authorized by Federal law.

H. The Non-Federal Sponsor may request the Government to perform or provide, on behalf of the Non-Federal Sponsor, one or more of the services (hereinafter the "additional work") described in this paragraph. Such requests shall be in writing and shall describe the additional work requested to be performed or provided. If in its sole discretion the Government elects to perform or provide the requested additional work or any portion thereof, it shall so notify the Non-Federal Sponsor in a writing that sets forth

any applicable terms and conditions, which must be consistent with this Agreement. In the event of conflict between such a writing and this Agreement, this Agreement shall control. The Non-Federal Sponsor shall be solely responsible for all costs of the additional work performed or provided by the Government under this paragraph and shall pay all such costs in accordance with Article VI.D. of this Agreement.

1. Acquisition of lands, easements, and rights-of-way; performance of *relocations*; or construction of improvements required on lands, easements, and rights-of-way to enable the disposal of dredged or excavated material for the *Project*. Notwithstanding acquisition of lands, easements, and rights-of-way, performance of *relocations*, or construction of improvements by the Government, the Non-Federal Sponsor shall be responsible, as between the Government and the Non-Federal Sponsor, for any costs of cleanup and response in accordance with Article XIV.C. of this Agreement.

2. Inclusion of *betterments* in the design or construction of the *Project*. In the event the Government elects to include any such *betterments*, the Government shall allocate the costs of the *Project* features that include *betterments* between *total project costs* and the costs of the *betterments*.

I. The Non-Federal Sponsor shall prevent obstructions or encroachments on the *Project* (including prescribing and enforcing regulations to prevent such obstructions or encroachments) such as any new developments on *Project* lands, easements, and rights-of-way or the addition of facilities which might reduce the outputs produced by the *Project*, hinder operation and maintenance of the *Project*, or interfere with the *Project's* proper function.

J. The Non-Federal Sponsor shall not use the *Project*, or the lands, easements, and rights-of-way required pursuant to Article III of this Agreement, as a wetlands bank or mitigation credit for any other project.

ARTICLE III - LANDS, EASEMENTS, RIGHTS-OF-WAY, RELOCATIONS, DISPOSAL AREA IMPROVEMENTS, AND COMPLIANCE WITH PUBLIC LAW 91-646, AS AMENDED

A. The Government, after consultation with the Non-Federal Sponsor, shall determine the lands, easements, and rights-of-way required for construction, operation, and maintenance of the *Project*, including those required for *relocations*, the borrowing of material, and the disposal of dredged or excavated material. The Government in a timely manner shall provide the Non-Federal Sponsor with general written descriptions, including maps as appropriate, of the lands, easements, and rights-of-way that the Government determines the Non-Federal Sponsor must provide, in detail sufficient to enable the Non-Federal Sponsor to fulfill its obligations under this paragraph, and shall provide the Non-Federal Sponsor with a written notice to proceed with acquisition of such lands, easements, and rights-of-way. Prior to the issuance of the solicitation for each Government contract

for construction of the *Project*, or prior to the Government initiating construction of a portion of the *Project* using the Government's own forces, the Non-Federal Sponsor shall acquire all lands, easements, and rights-of-way the Government determines the Non-Federal Sponsor must provide for that work and shall provide the Government with authorization for entry thereto. Furthermore, prior to the end of the *period of design and construction*, the Non-Federal Sponsor shall acquire all lands, easements, and rights-of-way required for construction, operation, and maintenance of the *Project*, as set forth in such descriptions, and shall provide the Government with authorization for entry thereto. The Non-Federal Sponsor shall ensure that lands, easements, and rights-of-way that the Government determines to be required for the *Project* and that were provided by the Non-Federal Sponsor are retained in public ownership for uses compatible with the authorized purposes of the *Project*.

B. The Government, after consultation with the Non-Federal Sponsor, shall determine the *relocations* necessary for construction, operation, and maintenance of the *Project*, including those necessary to enable the borrowing of material or the disposal of dredged or excavated material. The Government in a timely manner shall provide the Non-Federal Sponsor with general written descriptions, including maps as appropriate, of such *relocations* in detail sufficient to enable the Non-Federal Sponsor to fulfill its obligations under this paragraph, and shall provide the Non-Federal Sponsor with a written notice to proceed with such *relocations*. Prior to the issuance of the solicitation for each Government contract for construction of the *Project*, or prior to the Government initiating construction of a portion of the *Project* using the Government's own forces, the Non-Federal Sponsor shall prepare or ensure the preparation of plans and specifications for, and perform or ensure the performance of, all *relocations* the Government determines to be necessary for that work. Furthermore, prior to the end of the *period of design and construction*, the Non-Federal Sponsor shall perform or ensure performance of all *relocations* as set forth in such descriptions.

C. The Government, after consultation with the Non-Federal Sponsor, shall determine the improvements required on lands, easements, and rights-of-way to enable the disposal of dredged or excavated material associated with construction, operation, and maintenance of the *Project*. Such improvements may include, but are not necessarily limited to, retaining dikes, wasteweirs, bulkheads, embankments, monitoring features, stilling basins, and de-watering pumps and pipes. The Government in a timely manner shall provide the Non-Federal Sponsor with general written descriptions, including maps as appropriate, of such improvements in detail sufficient to enable the Non-Federal Sponsor to fulfill its obligations under this paragraph, and shall provide the Non-Federal Sponsor with a written notice to proceed with construction of such improvements. Prior to the issuance of the solicitation for each Government contract for construction of the *Project*, or prior to the Government initiating construction of a portion of the *Project* using the Government's own forces, the Non-Federal Sponsor shall prepare plans and specifications for all improvements the Government determines to be required for the disposal of dredged or excavated material under that contract, submit such plans and specifications to the Government for approval, and provide such improvements in accordance with the approved plans and specifications. Furthermore, prior to the end of the *period of design and*

construction, the Non-Federal Sponsor shall provide all improvements set forth in such descriptions.

D. The Non-Federal Sponsor shall comply with the applicable provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Public Law 91-646, as amended (42 U.S.C. 4601-4655), and the Uniform Regulations contained in 49 C.F.R. Part 24, in acquiring lands, easements, and rights-of-way required for construction, operation, and maintenance of the *Project*, including those required for *relocations*, the borrowing of material, or the disposal of dredged or excavated material, and shall inform all affected persons of applicable benefits, policies, and procedures in connection with said Act.

ARTICLE IV - CREDIT FOR VALUE OF LANDS, EASEMENTS, RIGHTS-OF-WAY, RELOCATIONS, AND DISPOSAL AREA IMPROVEMENTS

A. The Government shall include in *total project costs* and afford credit toward the Non-Federal Sponsor's share of *total project costs* for the value of the lands, easements, and rights-of-way that the Non-Federal Sponsor must provide pursuant to Article III.A. of this Agreement; for the value of the *relocations* that the Non-Federal Sponsor must perform or for which it must ensure performance pursuant to Article III.B. of this Agreement; and for the value of the improvements required on lands, easements, and rights-of-way to enable the disposal of dredged or excavated material that the Non-Federal Sponsor must provide pursuant to Article III.C. of this Agreement. However, no amount shall be included in *total project costs*, no credit shall be afforded, and no reimbursement shall be provided for the value of any lands, easements, rights-of-way, *relocations*, or improvements required on lands, easements, and rights-of-way to enable the disposal of dredged or excavated material that have been provided previously as an item of cooperation for another Federal project. In addition, no amount shall be included in *total project costs*, no credit shall be afforded, and no reimbursement shall be provided for the value of lands, easements, rights-of-way, *relocations*, or improvements required on lands, easements, and rights-of-way to enable the disposal of dredged or excavated material that were acquired or performed using *Federal program funds* unless the Federal agency providing the Federal portion of such funds verifies in writing that affording credit for the value of such items is expressly authorized by Federal law.

B. The Non-Federal Sponsor in a timely manner shall provide the Government with such documents as are sufficient to enable the Government to determine the value of any contribution provided pursuant to Article III.A., Article III.B., or Article III.C. of this Agreement. Upon receipt of such documents, the Government in a timely manner shall determine the value of such contributions for the purpose of including such value in *total project costs* and for determining the amount of credit to be afforded or reimbursement to be provided in accordance with the provisions of this Agreement.

C. For the purposes of determining the value to be included in *total project costs* and the amount of credit to be afforded or reimbursement to be provided in accordance

with this Agreement and except as otherwise provided in paragraph G. of this Article, the value of lands, easements, and rights-of-way, including those required for *relocations*, the borrowing of material, and the disposal of dredged or excavated material, shall be the fair market value of the real property interests, plus certain incidental costs of acquiring those interests, as determined in accordance with the provisions of this paragraph.

1. Date of Valuation.

a. The fair market value of lands, easements, or rights-of-way owned by the Non-Federal Sponsor on the effective date of this Agreement shall be the fair market value of such real property interests as of the date the Non-Federal Sponsor provides the Government with authorization for entry thereto. However, for lands, easements, or rights-of-way owned by the Non-Federal Sponsor on the effective date of this Agreement that are required for the *non-Federal work*, fair market value shall be the value of such real property interests as of the date the Non-Federal Sponsor awarded the first construction contract for the *non-Federal work*, or, if the Non-Federal Sponsor performed the construction with its own forces, the date that the Non-Federal Sponsor began construction of the *non-Federal work*.

b. The fair market value of lands, easements, or rights-of-way acquired by the Non-Federal Sponsor after the effective date of this Agreement shall be the fair market value of such real property interests at the time the interests are acquired.

2. General Valuation Procedure. Except as provided in paragraph C.3. or paragraph C.5. of this Article, the fair market value of lands, easements, or rights-of-way shall be determined in accordance with the provisions of this paragraph.

a. The Non-Federal Sponsor shall obtain, for each real property interest, an appraisal that is prepared by a qualified appraiser who is acceptable to the Non-Federal Sponsor and the Government. The Non-Federal Sponsor shall provide the Government with the appraisal no later than 6 months after the Non-Federal Sponsor provides the Government with an authorization for entry for such real property interest. The appraisal must be prepared in accordance with the applicable rules of just compensation, as specified by the Government. The fair market value shall be the amount set forth in the Non-Federal Sponsor's appraisal, if such appraisal is approved by the Government. In the event the Government does not approve the Non-Federal Sponsor's appraisal, the Non-Federal Sponsor may obtain a second appraisal, and the fair market value shall be the amount set forth in the Non-Federal Sponsor's second appraisal, if such appraisal is approved by the Government. In the event the Government does not approve the Non-Federal Sponsor's second appraisal, the Non-Federal Sponsor chooses not to obtain a second appraisal, or the Non-Federal Sponsor does not provide the first appraisal as required in this paragraph, the Government shall obtain an appraisal, and the fair market value shall be the amount set forth in the Government's appraisal, if such appraisal is approved by the Non-Federal Sponsor. In the event the Non-Federal Sponsor does not approve the Government's appraisal, the Government, after consultation with the Non-

Federal Sponsor, shall consider the Government's and the Non-Federal Sponsor's appraisals and determine an amount based thereon, which shall be deemed to be the fair market value.

b. Where the amount paid or proposed to be paid by the Non-Federal Sponsor for the real property interest exceeds the amount determined pursuant to paragraph C.2.a. of this Article, the Government, at the request of the Non-Federal Sponsor, shall consider all factors relevant to determining fair market value and, in its sole discretion, after consultation with the Non-Federal Sponsor, may approve in writing an amount greater than the amount determined pursuant to paragraph C.2.a. of this Article, but not to exceed the amount actually paid or proposed to be paid. If the Government approves such an amount, the fair market value shall be the lesser of the approved amount or the amount paid by the Non-Federal Sponsor, but no less than the amount determined pursuant to paragraph C.2.a. of this Article.

3. Eminent Domain Valuation Procedure. For lands, easements, or rights-of-way acquired by eminent domain proceedings instituted after the effective date of this Agreement, the Non-Federal Sponsor, prior to instituting such proceedings, shall submit to the Government notification in writing of its intent to institute such proceedings and an appraisal of the specific real property interests to be acquired in such proceedings. The Government shall have 60 calendar days after receipt of such a notice and appraisal within which to review the appraisal, if not previously approved by the Government in writing.

a. If the Government previously has approved the appraisal in writing, or if the Government provides written approval of, or takes no action on, the appraisal within such 60 day period, the Non-Federal Sponsor shall use the amount set forth in such appraisal as the estimate of just compensation for the purpose of instituting the eminent domain proceeding.

b. If the Government provides written disapproval of the appraisal, including the reasons for disapproval, within such 60 day period, the Government and the Non-Federal Sponsor shall consult in good faith to promptly resolve the issues or areas of disagreement that are identified in the Government's written disapproval. If, after such good faith consultation, the Government and the Non-Federal Sponsor agree as to an appropriate amount, then the Non-Federal Sponsor shall use that amount as the estimate of just compensation for the purpose of instituting the eminent domain proceeding. If, after such good faith consultation, the Government and the Non-Federal Sponsor cannot agree as to an appropriate amount, then the Non-Federal Sponsor may use the amount set forth in its appraisal as the estimate of just compensation for the purpose of instituting the eminent domain proceeding.

c. For lands, easements, or rights-of-way acquired by eminent domain proceedings instituted in accordance with paragraph C.3. of this Article, fair market value shall be either the amount of the court award for the real property interests taken, to the extent the Government determined such interests are required for construction, operation, and maintenance of the *Project*, or the amount of any stipulated settlement or portion thereof that the Government approves in writing.

4. Incidental Costs. For lands, easements, or rights-of-way acquired by the Non-Federal Sponsor within a five year period preceding the effective date of this Agreement, or at any time after the effective date of this Agreement, the value of the interest shall include the documented incidental costs of acquiring the interest, as determined by the Government, subject to an audit in accordance with Article X.C. of this Agreement to determine reasonableness, allocability, and allowability of such costs. In the event the Government modifies its determination made pursuant to Article III.A. of this Agreement, the Government shall afford credit for the documented incidental costs associated with preparing to acquire the lands, easements, or rights-of-way identified in the original determination, subject to an audit in accordance with Article X.C. of this Agreement to determine reasonableness, allocability, and allowability of such costs. Such incidental costs shall include, but not necessarily be limited to, closing and title costs, appraisal costs, survey costs, attorney's fees, plat maps, mapping costs, actual amounts expended for payment of any relocation assistance benefits provided in accordance with Article III.D. of this Agreement, and other payments by the Non-Federal Sponsor for items that are generally recognized as compensable, and required to be paid, by applicable state law due to the acquisition of a real property interest in accordance with Article III of this Agreement. The value of the interests provided by the Non-Federal Sponsor in accordance with Article III.A. of this Agreement also shall include the documented costs of obtaining appraisals pursuant to paragraph C.2. of this Article, as determined by the Government, and subject to an audit in accordance with Article X.C. of this Agreement to determine reasonableness, allocability, and allowability of such costs.

5. Waiver of Appraisal. Except as required by paragraph C.3. of this Article, the Government may waive the requirement for an appraisal pursuant to this paragraph if it determines that an appraisal is unnecessary because the valuation is uncomplicated and that the estimated fair market value of the real property interest is $10,000 or less based upon a review of available data. In such event, the Government and the Non-Federal Sponsor must agree in writing to the value of such real property interest in an amount not in excess of $10,000.

D. After consultation with the Non-Federal Sponsor, the Government shall determine the value of *relocations* in accordance with the provisions of this paragraph.

1. For a *relocation* other than a *highway*, the value shall be only that portion of *relocation* costs that the Government determines is necessary to provide a functionally equivalent facility, reduced by depreciation, as applicable, and by the salvage value of any removed items.

2. For a *relocation* of a *highway*, the value shall be only that portion of *relocation* costs that would be necessary to accomplish the *relocation* in accordance with the design standard that the State of Washington would apply under similar conditions of geography and traffic load, reduced by the salvage value of any removed items.

3. *Relocation* costs shall include, but not necessarily be limited to, actual costs of performing the *relocation*; planning, engineering and design costs; supervision and administration costs; and documented incidental costs associated with performance of the *relocation*, as determined by the Government. *Relocation* costs shall not include any costs due to *betterments*, as determined by the Government, nor any additional cost of using new material when suitable used material is available. *Relocation* costs shall be subject to an audit in accordance with Article X.C. of this Agreement to determine reasonableness, allocability, and allowability of such costs.

E. The value of the improvements required on lands, easements, and rights-of-way to enable the disposal of dredged or excavated material shall be the costs of the improvements, as determined by the Government, subject to an audit in accordance with Article X.C. of this Agreement to determine reasonableness, allocability, and allowability of such costs. Such costs shall include, but not necessarily be limited to, actual costs of providing the improvements; planning, engineering and design costs; supervision and administration costs; and documented incidental costs associated with providing the improvements, but shall not include any costs due to *betterments*, as determined by the Government.

F. Any credit afforded or reimbursement provided under the terms of this Agreement for the value of *relocations*, or improvements required on lands, easements, and rights-of-way to enable the disposal of dredged or excavated material, performed within the *Project* boundaries is subject to satisfactory compliance with applicable Federal labor laws covering non-Federal construction, including, but not limited to, 40 U.S.C. 3141-3148 and 40 U.S.C. 3701-3708 (revising, codifying and enacting without substantive change the provisions of the Davis-Bacon Act (formerly 40 U.S.C. 276a *et seq.*), the Contract Work Hours and Safety Standards Act (formerly 40 U.S.C. 327 *et seq.*) and the Copeland Anti-Kickback Act (formerly 40 U.S.C. 276c)). Notwithstanding any other provision of this Agreement, credit or reimbursement may be withheld, in whole or in part, as a result of the Non-Federal Sponsor's failure to comply with its obligations under these laws.

G. Where the Government, on behalf of the Non-Federal Sponsor pursuant to Article II.H.1. of this Agreement, acquires lands, easements, or rights-of-way, performs *relocations*, or constructs improvements required on lands, easements, or rights-of-way to enable the disposal of dredged or excavated material, the value to be included in *total project costs* and the amount of credit to be afforded or the amount of reimbursement provided in accordance with this Agreement shall be the costs of such work performed or provided by the Government that are paid by the Non-Federal Sponsor in accordance with Article VI.D. of this Agreement. In addition, the value to be included in *total project costs* and the amount of such credit to be afforded or the amount of reimbursement provided in accordance with this Agreement shall include the documented costs incurred by the Non-Federal Sponsor in accordance with the terms and conditions agreed upon in writing pursuant to Article II.H.1. of this Agreement subject to an audit in accordance with Article X.C. of this Agreement to determine reasonableness, allocability, and allowability of such costs.

ARTICLE V - PROJECT COORDINATION TEAM

A. To provide for consistent and effective communication, the Non-Federal Sponsor and the Government, not later than 30 calendar days after the effective date of this Agreement, shall appoint named senior representatives to a Project Coordination Team. Thereafter, the Project Coordination Team shall meet regularly until the end of the *period of design and construction*. The Government's Project Manager and a counterpart named by the Non-Federal Sponsor shall co-chair the Project Coordination Team.

B. The Government's Project Manager and the Non-Federal Sponsor's counterpart shall keep the Project Coordination Team informed of the progress of design and construction and of significant pending issues and actions, and shall seek the views of the Project Coordination Team on matters that the Project Coordination Team generally oversees.

C. Until the end of the *period of design and construction*, the Project Coordination Team shall generally oversee the *Project*, including matters related to: design; completion of all necessary environmental coordination and documentation; plans and specifications; scheduling; real property and *relocation* requirements; real property acquisition; contract awards and modifications; contract costs; the application of and compliance with 40 U.S.C. 3141-3148 and 40 U.S.C. 3701-3708 (revising, codifying and enacting without substantive change the provisions of the Davis-Bacon Act (formerly 40 U.S.C. 276a *et seq.*), the Contract Work Hours and Safety Standards Act (formerly 40 U.S.C. 327 *et seq.*) and the Copeland Anti-Kickback Act (formerly 40 U.S.C. 276c)) for *relocations*, improvements required on lands, easements, and rights-of-way to enable the disposal of dredged or excavated material, and the construction portion of the *non-Federal work*; the investigations to identify the existence and extent of hazardous substances in accordance with Article XIV.A. of this Agreement; historic preservation activities in accordance with Article XVII of this Agreement; the Government's cost projections; the performance of and scheduling for the *non-Federal work*; final inspection of the entire *Project* or *functional portions of the Project*; preparation of the proposed OMRR&R Manual; anticipated requirements and needed capabilities for performance of operation, maintenance, repair, rehabilitation, and replacement of the *Project* including issuance of permits; and other matters related to the *Project.* This oversight of the *Project* shall be consistent with a project management plan developed by the Government after consultation with the Non-Federal Sponsor.

D. The Project Coordination Team may make recommendations to the District Engineer on matters related to the *Project* that the Project Coordination Team generally oversees, including suggestions to avoid potential sources of dispute. The Government in good faith shall consider the recommendations of the Project Coordination Team. The Government, having the legal authority and responsibility for design and construction of the *Project* except for the *non-Federal work*, has the discretion to accept or reject, in whole or in part, the Project Coordination Team's recommendations. On matters related to the *non-Federal work*, that the Project Coordination Team generally oversees, the

Project Coordination Team may make recommendations to the Non-Federal Sponsor including suggestions to avoid potential sources of dispute. The Non-Federal Sponsor in good faith shall consider the recommendations of the Project Coordination Team. The Non-Federal Sponsor, having the legal authority and responsibility for design and construction of the *non-Federal work*, has the discretion to accept or reject, in whole or in part, the Project Coordination Team's recommendations except as otherwise required by the provisions of this Agreement, including compliance with applicable Federal, State, or local laws or regulations.

E. The Non-Federal Sponsor's costs of participation in the Project Coordination Team shall be included in *total project costs* and shared in accordance with the provisions of this Agreement, subject to an audit in accordance with Article X.C. of this Agreement to determine reasonableness, allocability, and allowability of such costs. The Government's costs of participation in the Project Coordination Team shall be included in *total project costs* and shared in accordance with the provisions of this Agreement.

ARTICLE VI - METHOD OF PAYMENT

A. In accordance with the provisions of this paragraph, the Government shall maintain current records and provide to the Non-Federal Sponsor current projections of costs, financial obligations, contributions provided by the parties, the value included in *total project costs* for lands, easements, rights-of-way, *relocations*, and improvements required on lands, easements, and rights-of-way to enable the disposal of dredged or excavated material determined in accordance with Article IV of this Agreement, the costs included in *total project costs* for the *non-Federal work* determined in accordance with Article II.B.4. of this Agreement, and the credit to be afforded for the *non-Federal work* pursuant to Article II.B.5. of this Agreement.

1. As of the effective date of this Agreement, *total project costs* are projected to be $6,320,000; the value included in *total project costs* for the value of the Non-Federal Sponsor's contributions under Articles V, X, and XIV.A of this Agreement is projected to be $7,500; the Non-Federal Sponsor's contribution of funds required by Article II.B.2. of this Agreement is projected to be $808,500; the costs included in *total project costs* for the *non-Federal work* determined in accordance with Article II.B.4. of this Agreement are projected to be $56,000; the credit to be afforded for the *non-Federal work* pursuant to Article II.B.5. of this Agreement is projected to be $56,000; the Non-Federal Sponsor's contribution of funds required by Article II.C.2. of this Agreement is projected to be $0; the *non-Federal proportionate share* is projected to be 16.44 percent; the Non-Federal Sponsor's contribution of funds required by Article XVII.C.4. of this Agreement is projected to be $0; the value included in *total project costs* for lands, easements, rights-of-way, *relocations*, and improvements required on lands, easements, and rights-of-way to enable the disposal of dredged or excavated material determined in accordance with Article IV of this Agreement is projected to be $1,396,000; and the Government's total financial obligations for the additional work to be incurred and the Non-Federal Sponsor's contribution of funds for such costs required by Article II.H. of

this Agreement are projected to be $0. These amounts and percentage are estimates subject to adjustment by the Government, after consultation with the Non-Federal Sponsor, and are not to be construed as the total financial responsibilities of the Government and the Non-Federal Sponsor.

2. By December 31, 2011 and by each quarterly anniversary thereof until the conclusion of the *period of design and construction* and resolution of all relevant claims and appeals and eminent domain proceedings , the Government shall provide the Non-Federal Sponsor with a report setting forth all contributions provided to date and the current projections of the following: *total project costs*; the value included in *total project costs* for the value of the Non-Federal Sponsor's contributions under Articles V, X, and XIV.A of this Agreement; the Non-Federal Sponsor's total contribution of funds required by Article II.B.2. of this Agreement; the costs included in *total project costs* for the *non-Federal work* determined in accordance with Article II.B.4. of this Agreement; the credit to be afforded for the *non-Federal work* pursuant to Article II.B.5. of this Agreement; the Non-Federal Sponsor's contribution of funds required by Article II.C.2. of this Agreement; the *non-Federal proportionate share*; the Non-Federal Sponsor's total contribution of funds required by Article XVII.C.4. of this Agreement; the value included in *total project costs* for lands, easements, rights-of-way, *relocations*, and improvements required on lands, easements, and rights-of-way to enable the disposal of dredged or excavated material determined in accordance with Article IV of this Agreement; and the Government's total financial obligations for additional work incurred and the Non-Federal Sponsor's contribution of funds for such costs required by Article II.H. of this Agreement.

B. The Non-Federal Sponsor shall provide the contributions of funds required by Article II.B.2., Article II.C.2., and Article XVII.C.4. of this Agreement in accordance with the provisions of this paragraph.

1. Not less than 45 calendar days prior to the scheduled date for issuance of the solicitation for the first contract for design of the *Project* or commencement of design of the *Project* using the Government's own forces, the Government shall notify the Non-Federal Sponsor in writing of such scheduled date and the funds the Government determines to be required from the Non-Federal Sponsor, after consideration of any credit the Government projects will be afforded for the *non-Federal work* pursuant to Article II.B.5. of this Agreement, to meet its projected share under Article II.B.2., Article II.C.2., and Article XVII.C.4. of this Agreement. Not later than such scheduled date, the Non-Federal Sponsor shall provide the Government with the full amount of such required funds by delivering a check payable to "FAO, USAED, SEATTLE DISTRICT G3" to the District Engineer, or verifying to the satisfaction of the Government that the Non-Federal Sponsor has deposited such required funds in an escrow or other account acceptable to the Government, with interest accruing to the Non-Federal Sponsor, or by presenting the Government with an irrevocable letter of credit acceptable to the Government for such required funds, or by providing an Electronic Funds Transfer of such required funds in accordance with procedures established by the Government.

2. The Government shall draw from the funds provided by the Non-Federal Sponsor such sums as the Government deems necessary, after consideration of any credit the Government projects will be afforded for the *non-Federal work* pursuant to Article II.B.5. of this Agreement, to cover: (a) the *non-Federal proportionate share* of *financial obligations for design and construction* incurred prior to the commencement of the *period of design and construction*; (b) the *non-Federal proportionate share* of *financial obligations for design and construction* as *financial obligations for design and construction* are incurred; and (c) the Non-Federal Sponsor's share of financial obligations for data recovery activities associated with historic preservation pursuant to Article XVII.C.4. of this Agreement as those financial obligations are incurred. If at any time the Government determines that additional funds will be needed from the Non-Federal Sponsor to cover the Non-Federal Sponsor's share of such financial obligations, the Government shall notify the Non-Federal Sponsor in writing of the additional funds required and provide an explanation of why additional funds are required. Within 45 calendar days from receipt of such notice, the Non-Federal Sponsor shall provide the Government with the full amount of such additional required funds through any of the payment mechanisms specified in paragraph B.1. of this Article.

C. Upon conclusion of the *period of design and construction* and resolution of all relevant claims and appeals and eminent domain proceedings , the Government shall conduct a final accounting and furnish the Non-Federal Sponsor with written notice of the results of such final accounting. If outstanding relevant claims and appeals or eminent domain proceedings prevent a final accounting from being conducted in a timely manner, the Government shall conduct an interim accounting and furnish the Non-Federal Sponsor with written notice of the results of such interim accounting. Once all outstanding relevant claims and appeals and eminent domain proceedings are resolved, the Government shall amend the interim accounting to complete the final accounting and furnish the Non-Federal Sponsor with written notice of the results of such final accounting. The interim or final accounting, as applicable, shall determine *total project costs* and the costs of any data recovery activities associated with historic preservation. In addition, for each set of costs, the interim or final accounting, as applicable, shall determine each party's required share thereof, and each party's total contributions thereto as of the date of such accounting.

1. Should the interim or final accounting, as applicable, show that the Non-Federal Sponsor's total required shares of *total project costs* and the costs of any data recovery activities associated with historic preservation exceed the Non-Federal Sponsor's total contributions provided thereto, the Non-Federal Sponsor, no later than 90 calendar days after receipt of written notice from the Government, shall make a payment to the Government in an amount equal to the difference by delivering a check payable to "FAO, USAED, SEATTLE DISTRICT G3" to the District Engineer or by providing an Electronic Funds Transfer in accordance with procedures established by the Government.

2. Should the interim or final accounting, as applicable, show that the total contributions provided by the Non-Federal Sponsor for *total project costs* and the costs of any data recovery activities associated with historic preservation exceed the Non-

Federal Sponsor's total required shares thereof, the Government, subject to the availability of funds and as limited by Article II.B.6. of this Agreement, the *Section 544 Project Limit*, and the *Section 544 Program Limit*, shall refund or reimburse the excess amount to the Non-Federal Sponsor within 90 calendar days of the date of completion of such accounting. In the event the Non-Federal Sponsor is due a refund or reimbursement and funds are not available to refund or reimburse the excess amount to the Non-Federal Sponsor, the Government shall seek such appropriations as are necessary to make the refund or reimbursement.

D. The Non-Federal Sponsor shall provide the contribution of funds required by Article II.H. of this Agreement for additional work in accordance with the provisions of this paragraph.

1. Not less than 60 calendar days prior to the scheduled date for the first financial obligation for additional work, the Government shall notify the Non-Federal Sponsor in writing of such scheduled date and of the full amount of funds the Government determines to be required from the Non-Federal Sponsor to cover the costs of the additional work. No later than 30 calendar days prior to the Government incurring any financial obligation for additional work, the Non-Federal Sponsor shall provide the Government with the full amount of the funds required to cover the costs of such additional work through any of the payment mechanisms specified in paragraph B.1. of this Article.

2. The Government shall draw from the funds provided by the Non-Federal Sponsor such sums as the Government deems necessary to cover the Government's financial obligations for such additional work as they are incurred. If at any time the Government determines that the Non-Federal Sponsor must provide additional funds to pay for such additional work, the Government shall notify the Non-Federal Sponsor in writing of the additional funds required and provide an explanation of why additional funds are required. Within 30 calendar days from receipt of such notice, the Non-Federal Sponsor shall provide the Government with the full amount of such additional required funds through any of the payment mechanisms specified in paragraph B.1. of this Article.

3. At the time the Government conducts the interim or final accounting, as applicable, the Government shall conduct an accounting of the Government's financial obligations incurred for additional work and furnish the Non-Federal Sponsor with written notice of the results of such accounting. If outstanding relevant claims and appeals or eminent domain proceedings prevent a final accounting of such financial obligations for additional work from being conducted in a timely manner, the Government shall conduct an interim accounting of such financial obligations for additional work and furnish the Non-Federal Sponsor with written notice of the results of such interim accounting. Once all outstanding relevant claims and appeals and eminent domain proceedings are resolved, the Government shall amend the interim accounting of such financial obligations for additional work to complete the final accounting of such financial obligations for additional work and furnish the Non-Federal Sponsor with

written notice of the results of such final accounting. Such interim or final accounting, as applicable, shall determine the Government's total financial obligations for additional work and the Non-Federal Sponsor's contribution of funds provided thereto as of the date of such accounting.

a. Should the interim or final accounting, as applicable, show that the Government's total financial obligations for additional work exceed the total contribution of funds provided by the Non-Federal Sponsor for such additional work, the Non-Federal Sponsor, no later than 90 calendar days after receipt of written notice from the Government, shall make a payment to the Government in an amount equal to the difference by delivering a check payable to "FAO, USAED, SEATTLE DISTRICT G3" to the District Engineer or by providing an Electronic Funds Transfer in accordance with procedures established by the Government.

b. Should the interim or final accounting, as applicable, show that the total contribution of funds provided by the Non-Federal Sponsor for additional work exceeds the Government's total financial obligations for such additional work, the Government, subject to the availability of funds, shall refund the excess amount to the Non-Federal Sponsor within 90 calendar days of the date of completion of such accounting. In the event the Non-Federal Sponsor is due a refund and funds are not available to refund the excess amount to the Non-Federal Sponsor, the Government shall seek such appropriations as are necessary to make the refund.

ARTICLE VII - DISPUTE RESOLUTION

As a condition precedent to a party bringing any suit for breach of this Agreement, that party must first notify the other party in writing of the nature of the purported breach and seek in good faith to resolve the dispute through negotiation. If the parties cannot resolve the dispute through negotiation, they may agree to a mutually acceptable method of non-binding alternative dispute resolution with a qualified third party acceptable to both parties. Each party shall pay an equal share of any costs for the services provided by such a third party as such costs are incurred. The existence of a dispute shall not excuse the parties from performance pursuant to this Agreement.

ARTICLE VIII - OPERATION, MAINTENANCE, REPAIR, REHABILITATION, AND REPLACEMENT (OMRR&R)

A. Upon receipt of the notification from the District Engineer in accordance with Article II.D. of this Agreement and for so long as the *Project* remains authorized, the Non-Federal Sponsor, pursuant to Article II.E. of this Agreement, shall operate, maintain, repair, rehabilitate, and replace the entire *Project* or *functional portion of the Project*, at no cost to the Government. The Non-Federal Sponsor shall conduct its operation, maintenance, repair, rehabilitation, and replacement responsibilities in a manner compatible with the *Project's* authorized purposes and in accordance with applicable

Federal and State laws as provided in Article XI of this Agreement and specific directions prescribed by the Government in the interim or final OMRR&R Manual and any subsequent amendments thereto.

B. The Non-Federal Sponsor hereby gives the Government a right to enter, at reasonable times and in a reasonable manner, upon property that the Non-Federal Sponsor now or hereafter owns or controls for access to the *Project* for the purpose of inspection and, if necessary, for the purpose of completing, operating, maintaining, repairing, rehabilitating, or replacing the *Project*. If an inspection shows that the Non-Federal Sponsor for any reason is failing to perform its obligations under this Agreement, the Government shall send a written notice describing the non-performance to the Non-Federal Sponsor. If, after 30 calendar days from receipt of such written notice by the Government, the Non-Federal Sponsor continues to fail to perform, then the Government shall have the right to enter, at reasonable times and in a reasonable manner, upon property that the Non-Federal Sponsor now or hereafter owns or controls for the purpose of completing, operating, maintaining, repairing, rehabilitating, or replacing the *Project*. No completion, operation, maintenance, repair, rehabilitation, or replacement by the Government shall relieve the Non-Federal Sponsor of responsibility to meet the Non-Federal Sponsor's obligations as set forth in this Agreement, or to preclude the Government from pursuing any other remedy at law or equity to ensure faithful performance pursuant to this Agreement.

ARTICLE IX – HOLD AND SAVE

The Non-Federal Sponsor shall hold and save the Government free from all damages arising from design, construction, operation, maintenance, repair, rehabilitation, and replacement of the *Project* and any *betterments*, except for damages due to the fault or negligence of the Government or its contractors.

ARTICLE X - MAINTENANCE OF RECORDS AND AUDIT

A. Not later than 60 calendar days after the effective date of this Agreement, the Government and the Non-Federal Sponsor shall develop procedures for keeping books, records, documents, or other evidence pertaining to costs and expenses incurred pursuant to this Agreement. These procedures shall incorporate, and apply as appropriate, the standards for financial management systems set forth in the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments at 32 C.F.R. Section 33.20. The Government and the Non-Federal Sponsor shall maintain such books, records, documents, or other evidence in accordance with these procedures and for a minimum of three years after completion of the accounting for which such books, records, documents, or other evidence were required. To the extent permitted under applicable Federal laws and regulations, the Government and the Non-Federal Sponsor shall each allow the other to inspect such books, records, documents, or other evidence.

B. In accordance with 32 C.F.R. Section 33.26, the Non-Federal Sponsor is responsible for complying with the Single Audit Act Amendments of 1996 (31 U.S.C. 7501-7507), as implemented by Office of Management and Budget (OMB) Circular No. A-133 and Department of Defense Directive 7600.10. Upon request of the Non-Federal Sponsor and to the extent permitted under applicable Federal laws and regulations, the Government shall provide to the Non-Federal Sponsor and independent auditors any information necessary to enable an audit of the Non-Federal Sponsor's activities under this Agreement. The costs of any non-Federal audits performed in accordance with this paragraph shall be allocated in accordance with the provisions of OMB Circulars A-87 and A-133, and such costs as are allocated to the *Project* shall be included in *total project costs* and shared in accordance with the provisions of this Agreement.

C. In accordance with 31 U.S.C. 7503, the Government may conduct audits in addition to any audit that the Non-Federal Sponsor is required to conduct under the Single Audit Act Amendments of 1996. Any such Government audits shall be conducted in accordance with Government Auditing Standards and the cost principles in OMB Circular No. A-87 and other applicable cost principles and regulations. The costs of Government audits performed in accordance with this paragraph shall be included in *total project costs* and shared in accordance with the provisions of this Agreement.

ARTICLE XI - FEDERAL AND STATE LAWS

In the exercise of their respective rights and obligations under this Agreement, the Non-Federal Sponsor and the Government shall comply with all applicable Federal and State laws and regulations, including, but not limited to: Section 601 of the Civil Rights Act of 1964, Public Law 88-352 (42 U.S.C. 2000d) and Department of Defense Directive 5500.11 issued pursuant thereto; Army Regulation 600-7, entitled "Nondiscrimination on the Basis of Handicap in Programs and Activities Assisted or Conducted by the Department of the Army"; and all applicable Federal labor standards requirements including, but not limited to, 40 U.S.C. 3141-3148 and 40 U.S.C. 3701-3708 (revising, codifying and enacting without substantive change the provisions of the Davis-Bacon Act (formerly 40 U.S.C. 276a *et seq.*), the Contract Work Hours and Safety Standards Act (formerly 40 U.S.C. 327 *et seq.*) and the Copeland Anti-Kickback Act (formerly 40 U.S.C. 276c)).

ARTICLE XII - RELATIONSHIP OF PARTIES

A. In the exercise of their respective rights and obligations under this Agreement, the Government and the Non-Federal Sponsor each act in an independent capacity, and neither is to be considered the officer, agent, or employee of the other.

B. In the exercise of its rights and obligations under this Agreement, neither party shall provide, without the consent of the other party, any contractor with a release that waives or purports to waive any rights the other party may have to seek relief or redress

against that contractor either pursuant to any cause of action that the other party may have or for violation of any law.

ARTICLE XIII - TERMINATION OR SUSPENSION

A. If at any time the Non-Federal Sponsor fails to fulfill its obligations under this Agreement, the Assistant Secretary of the Army (Civil Works) shall terminate this Agreement or suspend future performance under this Agreement unless he determines that continuation of work on the *Project* is in the interest of the United States or is necessary in order to satisfy agreements with any other non-Federal interests in connection with the *Project.*

B. In the event future performance under this Agreement is suspended pursuant to Article II.C. of this Agreement, such suspension shall remain in effect until such time that the Government notifies the Non-Federal Sponsor in writing that sufficient Federal funds are available to meet the Federal share of *total project costs* and the Federal share of costs for data recovery activities associated with historic preservation in accordance with Article XVII.C.3. and Article XVII.C.4. of this Agreement the Government projects to be incurred through the then-current or upcoming *fiscal year*, or the Government or the Non-Federal Sponsor elects to terminate this Agreement.

C. In the event that the Government and the Non-Federal Sponsor determine to suspend future performance under this Agreement in accordance with Article XIV.C. of this Agreement, such suspension shall remain in effect until the Government and the Non-Federal Sponsor agree to proceed or to terminate this Agreement. In the event that the Government suspends future performance under this Agreement in accordance with Article XIV.C. of this Agreement due to failure to reach agreement with the Non-Federal Sponsor on whether to proceed or to terminate this Agreement, or the failure of the Non-Federal Sponsor to provide funds to pay for cleanup and response costs or to otherwise discharge the Non-Federal Sponsor's responsibilities under Article XIV.C. of this Agreement, such suspension shall remain in effect until: 1) the Government and Non-Federal Sponsor reach agreement on how to proceed or to terminate this Agreement; 2) the Non-Federal Sponsor provides funds necessary to pay for cleanup and response costs and otherwise discharges its responsibilities under Article XIV.C. of this Agreement; 3) the Government continues work on the *Project*; or 4) the Government terminates this Agreement in accordance with the provisions of Article XIV.C. of this Agreement.

D. If after completion of the design portion of the *Project* the parties mutually agree in writing not to proceed with construction of the *Project*, the parties shall conclude their activities relating to the *Project* and conduct an accounting in accordance with Article VI.C. of this Agreement.

E. In the event that this Agreement is terminated pursuant to this Article or Article XIV.C. of this Agreement, both parties shall conclude their activities relating to the *Project* and conduct an accounting in accordance with Article VI.C. of this Agreement. To provide

for this eventuality, the Government may reserve a percentage of total Federal funds made available for the *Project* and an equal percentage of the total funds contributed by the Non-Federal Sponsor in accordance with Article II.B.2., Article II.C.2., and Article XVII.C.4. of this Agreement as a contingency to pay costs of termination, including any costs of resolution of contract claims and contract modifications.

F. Any termination of this Agreement or suspension of future performance under this Agreement in accordance with this Article or Article II.C. or Article XIV.C. of this Agreement shall not relieve the parties of liability for any obligation previously incurred. Any delinquent payment owed by the Non-Federal Sponsor shall be charged interest at a rate, to be determined by the Secretary of the Treasury, equal to 150 per centum of the average bond equivalent rate of the 13 week Treasury bills auctioned immediately prior to the date on which such payment became delinquent, or auctioned immediately prior to the beginning of each additional 3 month period if the period of delinquency exceeds 3 months.

ARTICLE XIV - HAZARDOUS SUBSTANCES

A. After execution of this Agreement and upon direction by the District Engineer, the Non-Federal Sponsor shall perform, or ensure performance of, any investigations for hazardous substances that the Government or the Non-Federal Sponsor determines to be necessary to identify the existence and extent of any hazardous substances regulated under the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. 9601-9675; hereinafter "CERCLA"), that may exist in, on, or under lands, easements, and rights-of-way that the Government determines, pursuant to Article III of this Agreement, to be required for construction, operation, and maintenance of the *Project*. However, for lands, easements, and rights-of-way that the Government determines to be subject to the navigation servitude, only the Government shall perform such investigations unless the District Engineer provides the Non-Federal Sponsor with prior specific written direction, in which case the Non-Federal Sponsor shall perform such investigations in accordance with such written direction.

1. All actual costs incurred by the Non-Federal Sponsor for such investigations for hazardous substances shall be included in *total project costs* and shared in accordance with the provisions of this Agreement, subject to an audit in accordance with Article X.C. of this Agreement to determine reasonableness, allocability, and allowability of such costs.

2. All actual costs incurred by the Government for such investigations for hazardous substances shall be included in *total project costs* and shared in accordance with the provisions of this Agreement.

B. In the event it is discovered through any investigation for hazardous substances or other means that hazardous substances regulated under CERCLA exist in, on, or under any lands, easements, or rights-of-way that the Government determines, pursuant to Article III of this Agreement, to be required for construction, operation, and maintenance of the

Project, the Non-Federal Sponsor and the Government, in addition to providing any other notice required by applicable law, shall provide prompt written notice to each other, and the Non-Federal Sponsor shall not proceed with the acquisition of the real property interests until the parties agree that the Non-Federal Sponsor should proceed.

C. The Government and the Non-Federal Sponsor shall determine whether to initiate construction of the *Project*, or, if already in construction, whether to continue with construction of the *Project*, suspend future performance under this Agreement, or terminate this Agreement for the convenience of the Government, in any case where hazardous substances regulated under CERCLA are found to exist in, on, or under any lands, easements, or rights-of-way that the Government determines, pursuant to Article III of this Agreement, to be required for construction, operation, and maintenance of the *Project.* Should the Government and the Non-Federal Sponsor determine to initiate or continue with construction of the *Project* after considering any liability that may arise under CERCLA, the Non-Federal Sponsor shall be responsible, as between the Government and the Non-Federal Sponsor, for the costs of cleanup and response, including the costs of any studies and investigations necessary to determine an appropriate response to the contamination. Such costs shall not be considered a part of *total project costs*. In the event the Non-Federal Sponsor does not reach agreement with the Government on whether to proceed or to terminate this Agreement under this paragraph, or fails to provide any funds necessary to pay for cleanup and response costs or to otherwise discharge the Non-Federal Sponsor's responsibilities under this paragraph upon direction by the Government, the Government, in its sole discretion, may either terminate this Agreement for the convenience of the Government, suspend future performance under this Agreement, or continue work on the *Project.*

D. The Non-Federal Sponsor and the Government shall consult with each other in accordance with Article V of this Agreement in an effort to ensure that responsible parties bear any necessary cleanup and response costs as defined in CERCLA. Any decision made pursuant to paragraph C. of this Article shall not relieve any third party from any liability that may arise under CERCLA.

E. As between the Government and the Non-Federal Sponsor, the Non-Federal Sponsor shall be considered the operator of the *Project* for purposes of CERCLA liability. To the maximum extent practicable, the Non-Federal Sponsor shall operate, maintain, repair, rehabilitate, and replace the *Project* in a manner that will not cause liability to arise under CERCLA.

ARTICLE XV - NOTICES

A. Any notice, request, demand, or other communication required or permitted to be given under this Agreement shall be deemed to have been duly given if in writing and delivered personally or sent by telegram or mailed by first-class, registered, or certified mail, as follows:

If to the Non-Federal Sponsor:
Environmental Division Manager
Tulalip Tribes Natural and Cultural Resources Department
6406 Marine Drive
Tulalip, WA 98270

If to the Government:
Chief, Programs and Project Management Branch, CENWS-PM
US Army Corps of Engineers,
P.O. Box 3755, Seattle WA 98124-3755

B. A party may change the address to which such communications are to be directed by giving written notice to the other party in the manner provided in this Article.

C. Any notice, request, demand, or other communication made pursuant to this Article shall be deemed to have been received by the addressee at the earlier of such time as it is actually received or seven calendar days after it is mailed.

ARTICLE XVI - CONFIDENTIALITY

To the extent permitted by the laws governing each party, the parties agree to maintain the confidentiality of exchanged information when requested to do so by the providing party.

ARTICLE XVII - HISTORIC PRESERVATION

A. Except as provided in paragraph B. below, the Government shall perform any identification, survey, or evaluation of historic properties that it determines is necessary for the *Project*. Any costs incurred by the Government for such work shall be included in *total project costs* and shared in accordance with the provisions of this Agreement.

B. In the event that the Government determines that any identification, survey, or evaluation of historic properties is required for construction of the *non-Federal work*, and if the Government and the Non-Federal Sponsor agree in writing that the Non-Federal Sponsor should perform such identification, survey, or evaluation of historic properties, the Non-Federal Sponsor shall perform such identification, survey, or evaluation in accordance with this paragraph and other written directions of the Government.

1. The Non-Federal Sponsor shall ensure that its studies are conducted by qualified archaeologists, historians, architectural historians and historic architects, as appropriate, who meet, at a minimum, the Secretary of the Interior's Professional

Qualifications Standards. The Non-Federal Sponsor shall submit study plans and reports to the Government for review and approval and the Non-Federal Sponsor shall be responsible for resolving any deficiencies identified by the Government.

2. Any costs of identification, survey, or evaluation of historic properties incurred by the Non-Federal Sponsor pursuant to this paragraph shall be included in the costs for *non-Federal work* subject to an audit in accordance with Article X.C. of this Agreement to determine reasonableness, allocability, and allowability of such costs.

C. Except as provided in paragraph C.2. below, the Government, as it determines necessary for the *Project*, shall perform or ensure the performance of any mitigation activities or actions for historic properties or that are otherwise associated with historic preservation including data recovery activities.

1. Any costs incurred by the Government for such mitigation activities, except for data recovery activities associated with historic preservation, shall be included in *total project costs* and shared in accordance with the provisions of this Agreement.

2. In the event that the Government determines that mitigation activities or actions other than data recovery activities associated with historic preservation are required for construction of the *non-Federal work*, and if the Government and the Non-Federal Sponsor agree in writing that the Non-Federal Sponsor should perform such activities or actions, the Non-Federal Sponsor shall perform such activities or actions in accordance with the written directions of the Government. The Non-Federal Sponsor shall perform the agreed upon activities or actions prior to construction of the *non-Federal work*. Any costs incurred by the Non-Federal Sponsor in accordance with the provisions of this paragraph shall be included in the costs for *non-Federal work* subject to an audit in accordance with Article X.C. of this Agreement to determine reasonableness, allocability, and allowability of such costs.

3. As specified in Section 7(a) of Public Law 86-523, as amended by Public Law 93-291 (16 U.S.C. 469c(a)), the costs of data recovery activities associated with historic preservation shall be borne entirely by the Government and shall not be included in *total project costs*, up to the statutory limit of one percent of the *Section 544 Project Limit*.

4. The Government shall not incur costs for data recovery activities associated with historic preservation that exceed the statutory one percent limit specified in paragraph C.3. of this Article unless and until the Assistant Secretary of the Army (Civil Works) has waived that limit and the Secretary of the Interior has concurred in the waiver in accordance with Section 208(3) of Public Law 96-515, as amended (16 U.S.C. 469c-2(3)). Any costs of data recovery activities associated with historic preservation that exceed the one percent limit shall not be included in *total project costs* but shall be shared between the Non-Federal Sponsor and the Government consistent with the cost sharing requirements for ecosystem restoration, as follows: 35 percent will be borne by the Non-Federal Sponsor and 65 percent will be borne by the Government.

D. If, during its performance of *relocations*, construction of improvements required on lands, easements, and rights-of-way to enable the disposal of dredged or excavated material in accordance with Article III of this Agreement, or performance of the *non-Federal work*, the Non-Federal Sponsor discovers historic properties or other cultural resources that have not been evaluated in accordance with this Article, the Non-Federal Sponsor shall provide prompt written notice to the Government of such discovery. The Non-Federal Sponsor shall not proceed with performance of the *relocation*, construction of the improvement, or performance of the *non-Federal work* that is related to such discovery until the Government provides written notice to the Non-Federal Sponsor that it should proceed with such work.

ARTICLE XVIII – TRIBAL SOVEREIGN IMMUNITY

By resolution dated September 30, 2011, the Non-Federal Sponsor waived any sovereign immunity that it may possess from suit by the United States in an appropriate Federal Court related to the provisions, terms, and conditions contained in this Agreement. Further, such resolution authorized Tribal Chairman to include such waiver as part of this Agreement. Accordingly, the Non-Federal Sponsor hereby waives any sovereign immunity that it may possess from suit by the United States in an appropriate Federal Court to: (1) enforce the terms and conditions of this Agreement; (2) recover damages for any breach of the terms and conditions of this Agreement; and (3) seek indemnification or contribution based on the Non-Federal Sponsor's obligations under Article IX of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, which shall become effective upon the date it is signed by the District Engineer.

DEPARTMENT OF THE ARMY

BY: _____
BRUCE A. ESTOK
Colonel, Corps of Engineers
District Engineer

DATE: 23 NOV 2011

TULALIP TRIBES OF WASHINGTON

BY: _____
MEL SHELDON
Chairman of the Tulalip Tribes

DATE: 11/15/2011

CERTIFICATE OF AUTHORITY

I, Michael E. Taylor, do hereby certify that I am the principal legal officer of the Tulalip Tribes of Washington, that the Tulalip Tribes of Washington is a legally constituted public body with full authority and legal capability to perform the terms of the Agreement between the Department of the Army and the Tulalip Tribes of Washington in connection with the Qwuloolt Ecosystem Restoration Project, and to pay damages, if necessary, in the event of the failure to perform in accordance with the terms of this Agreement, as required by Section 221 of the Flood Control Act of 1970, Public Law 91-611, as amended (42 U.S.C. 1962d-5b), and that the persons who have executed this Agreement on behalf of the Tulalip Tribes of Washington have acted within their statutory authority.

IN WITNESS WHEREOF, I have made and executed this certification this 16 day of December 2020 14.

MICHAEL E. TAYLOR
Reservation Attorney

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Mel Sheldon

MEL SHELDON
Chairman of the Tulalip Tribes

DATE: 11/15/2011

Caromile, Kay (RCO)

From: Sellers, Kim (RCO)
Sent: Wednesday, May 11, 2011 2:56 PM
To: Kurt Nelson; Caromile, Kay (RCO)
Subject: RE: Qwuloolt Project Funding

Hi Kurt,

On Friday our Director approved the request for reimbursement for funds paid in advance of work to the Corps per the Project Partnership Agreement (described below). Please send either Kay or me a copy of the agreement once it's ★ signed. The one concern our director had was that there be a mechanism in place that allows the tribes to reimburse RCO should the costs of the project be less than what we pay out initially. We are looking into what that mechanism would look like and either Kay or I will get back to you on that. It may just be a letter documenting the arrangement, etc.

So I do see what you were saying about Article VI- Method of Payment including incorrect amounts. So just be clear, the grants you have with RCO do not include an acquisition element, so our funds will need to be used for actual restoration (and associated) work. I certainly understand the concern to keep the agreement moving along, so the fact that these totals are not correct is not a major concern from this end.

For cultural resources, RCO will need to have copies of correspondence with the tribes, survey work, etc for our RCO files as they arise. You can just send one copy to either Kay or myself for the file, no need to send duplicate copies for both.

Lastly, I'm working on preparing the materials to go to our Board in June and I need to know how long you want the ALEA grant extended. I don't see a formal extension request in the file, so if you sent it and I'm missing it somehow, please let me know and I'll try to dig a little deeper.

how will they handle potential cost overages & fed match requirements
retain 10%? what is our security for completion?

Thanks. I'm around this week if we need to talk.

Kim

Kim Sellers
360/ 902-3082
1111 Washington Street SE
PO Box 40917
Olympia, WA 98504-0917
360/ 902-3026 (fax)
Telephone Device for the Deaf (TDD) 360/ 902-1996
http://www.rco.wa.gov/

"Reminder: The Recreation and Conservation Office (RCO) will be closed for a Temporary Layoff Day on Friday, June 10, 2011."

From: Kurt Nelson [mailto:knelson@tulaliptribes-nsn.gov]
Sent: Thursday, May 05, 2011 12:47 PM
To: Caromile, Kay (RCO)
Cc: Sellers, Kim (RCO); Abbott, Brian (RCO)
Subject: RE: Qwuloolt Project Funding

Kay,

I presented the USACOE project partnership agreement (PPA) to a subcommittee of our board of directors yesterday. They basically provide board review of full board items and associated resolutions before they go to the board of directors. They approved sending the PPA to the full board for approval and the Chairman's signature, however they did express concern with the additional risk and liability that the Tribe is taking on with the levee, and directed me to determine where that risk and liability can be reduced or shared (e.g. through other Corp programs like PL84-99). I am attaching the PPA as requested. Article VI describes method of payment, paragraph (1) describes how we as the nonfederal sponsor will cover our share. The breakdown is not correct, which we will amend or adjust. For example, the amount stated for land value is incorrect. We are using the stated amount as the total land value associated with the project, however, a major portion of that is being used as match for other grants (Ecology - NCWG) and will not be available for this agreement. So we will have to fine tune this section later. We are going with the figures in this section for the time being in order to get the PPA signed in a timely basis, changing these figures now would hold it up. It is my understanding this PPA has been reviewed by staff and will be sent to DC next week.

Local shoreline permit and associated SEPA process. The SEPA review process restarted when we resubmitted the documentation the City requested on April 15th .This process will take about two months to complete.

ALEA – estimated $445,000; PSAR – estimated $450,000

The Corp has budgeted for this fiscal year $1,500,000 toward the project, this represents 35% of their project commitment. So I would estimate that an equal amount (percentage wise) of the two grants will also be spent this year. This includes us using some funds to complete permitting (that is not part of the Corp agreement). Preliminary discussions with the Corp suggest they would like to have the levee footprint cleared and preloaded with material this year. They would complete the levee the summer of 2012, and remove and breach in late 2012.

According to the PPA, if the project costs less the nonfederal share will be refunded (Article VI C.2.) - I am hoping this is the case.

The PPA is 33 pages in length and can be confusing. It is long because it is a cost share agreement, and they get very detailed in what can be considered the Nonfederal share. They also spend a considerable amount of time discussing additional work, response to finding hazardous materials and historical resources. If we have done our homework, all three of these will not cause any problems logistically or financially.

I have also attached the project monitoring plan created by NOAA, we are currently working cooperatively with them on pre-project monitoring. The plan lays out our strategy but may be limited by available resources.

Kurt

From: Caromile, Kay (RCO) [mailto:Kay.Caromile@rco.wa.gov]
Sent: Wednesday, May 04, 2011 1:35 PM
To: Kurt Nelson
Cc: Sellers, Kim (RCO); Abbott, Brian (RCO)
Subject: RE: Qwuloolt Project Funding

Hi Kurt. I'm copying Kim on this as well since she had taken over Elizabeth's grants (including your ALEA grant 06-1604) since Elizabeth left.

I spoke with my supervisor, Brian. He said that this type of thing has come up before on another grant and it has been allowed. However, it does go against our normal policy so I need to get permission from our Director. Please provide the following:

- Please send me a copy of your agreement with the Corps (a draft will do if it's not yet signed);
- How much of each grant is going towards the cost share (please note that we are required to hold a 10% retainage until construction is complete);
- A general timeline for construction activities and the expenditure of these funds (i.e., will that full amount be spent within this construction season or are you expecting the Corps to use some now and the rest during the next construction season). What has been allowed in the past is only reimbursing you for expenses incurred within the next 3 months (a quarterly reimbursement).
- If the project ends up costing less than estimated, does the money come back?

Our Director holds project meetings every Friday morning at 9am. I am not available this Friday, but Kim will be **so please be sure to provide the information to Kim as well as to me**. If we don't have everything we need by this Friday, we can do it next Friday, or else arrange to present this to the Director at another time.

Please let us know if you have any questions. We will let you know if additional information from you is required.

-Kay

Kay Caromile, SRFB Grant Manager
Ph (360) 902-2639
Fax (360) 902-3026
kay.caromile@rco.wa.gov

From: Kurt Nelson [mailto:knelson@tulaliptribes-nsn.gov]
Sent: Wednesday, May 04, 2011 10:19 AM
To: Caromile, Kay (RCO)
Subject: Qwuloolt Project Funding

Kay,

We are about to sign a project partnership agreement with the Corp on the project. Our contribution to the cost share agreement amounts to 2.2 million. Some of our share is in the form of land value. I have two RCO grants that amount to 1 million. If we cut a check to the Corp for our contribution. Those funds are then obligated I believe. Can we request reimbursement after cutting that check. Actions by the Corp would not begin until probably a month later.

Kurt

Caromile, Kay (RCO)

From: Sellers, Kim (RCO)
Sent: Thursday, May 19, 2011 10:12 AM
To: Abbott, Brian (RCO)
Cc: Caromile, Kay (RCO); Robinson, Scott (RCO)
Subject: Qwuloolt Estuary grants

Hi Brian,

You might remember at a Friday morning briefing a few weeks ago, I presented a request from the Tulalip tribe to receive reimbursement for an advanced payment they are required to give to the Corps for dike work. Kaleen said she wanted to be sure that we (RCO) has a mechanism to allow the tribe to repay us for any money paid to them in excess of the amount actually used by the Corps.

So is there a process already in place for this kind of situation? I'm wondering if we need a note to the file, or maybe a letter from the sponsor, or other? If you need more info, I can come by when it's convenient to talk about this.

Kim

Kim Sellers
360/ 902-3082
1111 Washington Street SE
PO Box 40917
Olympia, WA 98504-0917
360/ 902-3026 (fax)
Telephone Device for the Deaf (TDD) 360/ 902-1996
http://www.rco.wa.gov/

"Reminder: The Recreation and Conservation Office (RCO) will be closed for a Temporary Layoff Day on Friday, June 10, 2011."

~~06-1604~~
Tulalip TMbe
Qwuloolt

Sellers, Kim (RCO)

From: Caromile, Kay (RCO)
Sent: Wednesday, May 04, 2011 1:35 PM
To: Kurt Nelson
Cc: Sellers, Kim (RCO); Abbott, Brian (RCO)
Subject: RE: Qwuloolt Project Funding

Hi Kurt. I'm copying Kim on this as well since she had taken over Elizabeth's grants (including your ALEA grant 06-1604) since Elizabeth left.

I spoke with my supervisor, Brian. He said that this type of thing has come up before on another grant and it has been allowed. However, it does go against our normal policy so I need to get permission from our Director. Please provide the following:

- Please send me a copy of your agreement with the Corps (a draft will do if it's not yet signed);
- How much of each grant is going towards the cost share (please note that we are required to hold a 10% retainage until construction is complete);
- A general timeline for construction activities and the expenditure of these funds (i.e., will that full amount be spent within this construction season or are you expecting the Corps to use some now and the rest during the next construction season). What has been allowed in the past is only reimbursing you for expenses incurred within the next 3 months (a quarterly reimbursement).
- If the project ends up costing less than estimated, does the money come back?

Our Director holds project meetings every Friday morning at 9am. I am not available this Friday, but Kim will be **so please be sure to provide the information to Kim as well as to me**. If we don't have everything we need by this Friday, we can do it next Friday, or else arrange to present this to the Director at another time.

Please let us know if you have any questions. We will let you know if additional information from you is required.

-Kay

Kay Caromile, SRFB Grant Manager
Ph (360) 902-2639
Fax (360) 902-3026
kay.caromile@rco.wa.gov

From: Kurt Nelson [mailto:knelson@tulaliptribes-nsn.gov]
Sent: Wednesday, May 04, 2011 10:19 AM
To: Caromile, Kay (RCO)
Subject: Qwuloolt Project Funding

Kay,

We are about to sign a project partnership agreement with the Corp on the project. Our contribution to the cost share agreement amounts to 2.2 million. Some of our share is in the form of land value. I have two RCO grants that amount to 1 million. If we cut a check to the Corp for our contribution. Those funds are then obligated I believe. Can we request reimbursement after cutting that check. Actions by the Corp would not begin until probably a month later.

Kurt

#10-1469
#09-127,
#06-1604

2/28/10
Director Appr.
1/16/10

10/23/09

6/7/07

PROJECT PARTNERSHIP AGREEMENT
BETWEEN
THE DEPARTMENT OF THE ARMY
AND
TULALIP TRIBES OF WASHINGTON
FOR
DESIGN AND CONSTRUCTION
OF THE
QWULOOLT ECOSYSTEM RESTORATION PROJECT

THIS AGREEMENT is entered into this _____ day of _____, ____, by and between the Department of the Army (hereinafter the "Government"), represented by the U.S. Army Corps of Engineers, Seattle District and Tulalip Tribes of Washington (hereinafter the "Non-Federal Sponsor"), represented by the Chairman of the Tulalip Tribes.

WITNESSETH, THAT:

WHEREAS, design and construction of the Qwuloolt Ecosystem Restoration Project for aquatic ecosystem restoration (hereinafter the "Project", as defined in Article I.A. of this Agreement) at Marysville Washington was approved by U.S. Army Engineer, Northwestern Division on _____, ____ pursuant to the authority contained in Section 544 of the Water Resources Development Act of 2000, Public Law 106-541, as amended (hereinafter "Section 544");

WHEREAS, Section 544 provides that $40,000,000 in Federal funds are authorized to be appropriated to carry out projects pursuant to Section 544 and no more than $5,000,000 in Federal funds may be allotted for any one critical restoration project;

WHEREAS, Qwuloolt Ecosystem Restoration Project is a critical restoration project as that term is defined by Section 544(b) of the Water Resource Development Act of 2000, Public Law 106-541.

WHEREAS, the Government and the Non-Federal Sponsor desire to enter into a Project Partnership Agreement (hereinafter the "Agreement") for design and construction of the *Project*;

WHEREAS, Section 544 of the Water Resources Development Act of 2000, Public Law 106-541, as amended specifies the cost-sharing requirements applicable to the *Project*;

WHEREAS, the Non-Federal Sponsor desires to perform certain work (hereinafter the "*non-Federal work*" as defined in Article I.N. of this Agreement) which is a part of the *Project* and receive credit up to 50 percent of the amount of its required contributions for the *Project* for the costs of such work;

WHEREAS, the Non-Federal Sponsor has waived reimbursement for the value of lands, easements, rights-of-way, *relocations*, and improvements required on lands, easements, and rights-of-way to enable the disposal of dredged or excavated material that exceeds 35 percent of *total project costs*;

WHEREAS, Section 221 of the Flood Control Act of 1970, Public Law 91-611, as amended (42 U.S.C. 1962d-5b), and Section 103(j) of the Water Resources Development Act of 1986, Public Law 99-662, as amended (33 U.S.C. 2213(j)), provide, *inter alia*, that the Secretary of the Army shall not commence construction of any water resources project, or separable element thereof, until each non-Federal interest has entered into a written agreement to furnish its required cooperation for the project or separable element;

WHEREAS, the Government and Non-Federal Sponsor have the full authority and capability to perform as hereinafter set forth and intend to cooperate in cost-sharing and financing of the *Project* in accordance with the terms of this Agreement; and

WHEREAS, the Government and the Non-Federal Sponsor, in connection with this Agreement, desire to foster a partnering strategy and a working relationship between the Government and the Non-Federal Sponsor through a mutually developed formal strategy of commitment and communication embodied herein, which creates an environment where trust and teamwork prevent disputes, foster a cooperative bond between the Government and the Non-Federal Sponsor, and facilitate the successful implementation of the *Project*.

NOW, THEREFORE, the Government and the Non-Federal Sponsor agree as follows:

ARTICLE I - DEFINITIONS

A. The term "*Project*" shall mean the Qwuloolt Ecosystem Restoration Project as generally described in the Qwuloolt Section 544 Ecosystem Restoration Project, Snohomish Estuary near Marysville Washington, Detailed Project Report dated April 2011 and approved by Commander, Northwestern Division on _____, 2011. The term includes the *non-Federal work* described in paragraph N. of this Article.

B. The term "*total project costs*" shall mean the sum of all costs incurred by the Non-Federal Sponsor and the Government in accordance with the terms of this Agreement directly related to design and construction of the *Project* and the *pre-Agreement design costs* incurred by the Government. Subject to the provisions of this Agreement, the term shall include, but is not necessarily limited to: the Government's *pre-Agreement design costs* and the Government's design costs incurred after the effective date of this Agreement; the Government's costs of preparation of environmental compliance documentation in accordance with Article II.A.2. of this Agreement; the Government's engineering and

design costs during construction; the Non-Federal Sponsor's and the Government's costs of investigations to identify the existence and extent of hazardous substances in accordance with Article XIV.A. of this Agreement; the Government's costs of historic preservation activities in accordance with Article XVII.A. and Article XVII.C.1. of this Agreement; the Government's actual construction costs; the costs of the *non-Federal work* determined in accordance with Article II.B.4. of this Agreement; the Government's supervision and administration costs; the Non-Federal Sponsor's and the Government's costs of participation in the Project Coordination Team in accordance with Article V of this Agreement; the Government's costs of contract dispute settlements or awards; the value of lands, easements, rights-of-way, *relocations*, and improvements required on lands, easements, and rights-of-way to enable the disposal of dredged or excavated material for which the Government affords credit in accordance with Article IV of this Agreement; and the Non-Federal Sponsor's and the Government's costs of audit in accordance with Article X.B. and Article X.C. of this Agreement. The term does not include any value for lands, easements, rights-of-way, *relocations*, and improvements required on lands, easements, and rights-of-way to enable the disposal of dredged or excavated material that exceeds 35 percent of total project costs; any costs for operation, maintenance, repair, rehabilitation, or replacement of the *Project*; any costs of *betterments* under Article II.H.2. of this Agreement; any costs of dispute resolution under Article VII of this Agreement; the Government's costs for data recovery activities associated with historic preservation in accordance with Article XVII.C.3. and Article XVII.C.4. of this Agreement; or the Non-Federal Sponsor's costs of negotiating this Agreement.

C. The term "*period of design and construction*" shall mean the time from the effective date of this Agreement to the date that construction of the *Project* is complete, as determined by the Government, or the date that this Agreement is terminated in accordance with Article XIII or Article XIV.C. of this Agreement, whichever is earlier.

D. The term "*financial obligations for design and construction*" shall mean the financial obligations of the Government and the costs for the *non-Federal work*, as determined by the Government, that result or would result in costs that are or would be included in *total project costs* except for obligations pertaining to the provision of lands, easements, and rights-of-way, the performance of *relocations*, and the construction of improvements required on lands, easements, and rights-of-way to enable the disposal of dredged or excavated material.

E. The term "*non-Federal proportionate share*" shall mean the ratio of the sum of the costs included in *total project costs* for the *non-Federal work*, as determined by the Government, and the Non-Federal Sponsor's total contribution of funds required by Article II.B.2. and Article II.C.2. of this Agreement to *financial obligations for design and construction*, as projected by the Government.

F. The term "*highway*" shall mean any highway, roadway, street, or way, including any bridge thereof, that is owned by a public entity.

G. The term "*relocation*" shall mean providing a functionally equivalent facility to the owner of a utility, cemetery, *highway*, railroad, or public facility when such action is authorized in accordance with applicable legal principles of just compensation. Providing a functionally equivalent facility may take the form of alteration, lowering, raising, or replacement and attendant demolition of the affected facility or part thereof.

H. The term "*functional portion of the Project*" shall mean a portion of the *Project* for which construction has been completed and that can function independently, as determined by the U.S. Army Engineer, _____ District (hereinafter the "District Engineer") in writing, although the remainder of the *Project* is not complete.

I. The term "*betterment*" shall mean a difference in the design or construction of an element of the *Project* that results from the application of standards that the Government determines exceed those that the Government would otherwise apply to the design or construction of that element. The term does not include any design or construction for features not included in the *Project* as defined in paragraph A. of this Article.

J. The term "*Federal program funds*" shall mean funds provided by a Federal agency, other than the Department of the Army, plus any non-Federal contribution required as a matching share therefor.

K. The term "*Section 544 Project Limit*" shall mean the $5,000,000 statutory limitation on the Government's financial participation in the planning, design, and construction of the *Project* as specified in Section 544 of the Water Resources Development Act of 2000, Public Law 106-541.

L. The term "*Section 544 Program Limit*" shall mean the statutory limitation on the Government's annual appropriations for planning, design, and construction of all projects implemented pursuant to Section 544 of the Water Resources Development Act of 2000, Public Law 106-541. As of the effective date of this Agreement, such limitation is $40,000,000.

M. The term "*fiscal year*" shall mean one year beginning on October 1 and ending on September 30.

N. The term "*non-Federal work*" shall mean the services, materials, or supplies necessary to execute the *Project* including the design, construction, supervision and administration, and other activities associated with design and construction of such work performed by the Non-Federal Sponsor after the effective date of this Agreement. The term does not include the design or construction of *betterments* or the provision of lands, easements, rights-of-way, *relocations*, or the construction of improvements required on lands, easements, and rights-of-way to enable the disposal of dredged or excavated material that are associated with the non-Federal work.

ARTICLE II - OBLIGATIONS OF THE GOVERNMENT AND THE NON-FEDERAL SPONSOR

A. The Government, subject to receiving funds appropriated by the Congress of the United States (hereinafter the "Congress") and using those funds and funds provided by the Non-Federal Sponsor, expeditiously shall design and construct the *Project*, except for the *non-Federal work*, applying those procedures usually applied to Federal projects, in accordance with Federal laws, regulations, and policies. The Non-Federal Sponsor expeditiously shall perform the *non-Federal work* in accordance with applicable Federal laws, regulations, and policies.

1. The Government shall not issue the solicitation for the first contract for design of the *Project* or commence design of the *Project* using the Government's own forces until the Non-Federal Sponsor has confirmed in writing its willingness to proceed with the *Project*.

2. The Government shall develop and coordinate as required, an Environmental Assessment and Finding of No Significant Impact or an Environmental Impact Statement and Record of Decision, as necessary, to inform the public regarding the environmental impacts of the *Project* in accordance with the National Environmental Policy Act of 1969 (42 U.S.C. 4321–4347; hereinafter "NEPA"). However, neither the Government nor the Non-Federal Sponsor shall issue the solicitation for the first construction contract for the *Project* or commence construction of the *Project* using its own forces until all applicable environmental laws and regulations have been complied with, including, but not limited to NEPA and Section 401 of the Federal Water Pollution Control Act (33 U.S.C. 1341).

3. The Government shall afford the Non-Federal Sponsor the opportunity to review and comment on the solicitations for all Government contracts for construction, including relevant plans and specifications, prior to the Government's issuance of such solicitations. To the extent possible, the Government shall afford the Non-Federal Sponsor the opportunity to review and comment on all proposed contract modifications, including change orders. In any instance where providing the Non-Federal Sponsor with notification of a contract modification is not possible prior to execution of the contract modification, the Government shall provide such notification in writing at the earliest date possible. To the extent possible, the Government also shall afford the Non-Federal Sponsor the opportunity to review and comment on all contract claims prior to resolution thereof. The Government shall consider in good faith the comments of the Non-Federal Sponsor, but the contents of solicitations, award of contracts or commencement of design or construction using the Government's own forces, execution of contract modifications, resolution of contract claims, and performance of all work on the *Project*, except for the *non-Federal work*, shall be exclusively within the control of the Government.

4. At the time the District Engineer furnishes the contractor with the Government's Written Notice of Acceptance of Completed Work for each contract

awarded by the Government for the *Project*, the District Engineer shall furnish a copy thereof to the Non-Federal Sponsor.

5. The Non-Federal Sponsor shall afford the Government the opportunity to review and comment on the solicitations for all contracts for the *non-Federal work*, including relevant plans and specifications, prior to the Non-Federal Sponsor's issuance of such solicitations. To the extent possible, the Non-Federal Sponsor shall afford the Government the opportunity to review and comment on all proposed contract modifications, including change orders. In any instance where providing the Government with notification of a contract modification is not possible prior to execution of the contract modification, the Non-Federal Sponsor shall provide such notification in writing at the earliest date possible. To the extent possible, the Non-Federal Sponsor also shall afford the Government the opportunity to review and comment on all contract claims prior to resolution thereof. The Non-Federal Sponsor shall consider in good faith the comments of the Government but, except as otherwise required in paragraph B.4. of this Article, the contents of solicitations, award of contracts or commencement of design or construction using the Non-Federal Sponsor's own forces, execution of contract modifications, resolution of contract claims, and performance of all work on the *non-Federal work* shall be exclusively within the control of the Non-Federal Sponsor.

6. At the time the Non-Federal Sponsor furnishes a contractor with a notice of acceptance of completed work for each contract awarded by the Non-Federal Sponsor for the *non-Federal work*, the Non-Federal Sponsor shall furnish a copy thereof to the Government.

B. The Non-Federal Sponsor shall contribute 35 percent of *total project costs* in accordance with the provisions of this paragraph.

1. In accordance with Article III of this Agreement, the Non-Federal Sponsor shall provide all lands, easements, and rights-of-way, including those required for *relocations*, the borrowing of material, and the disposal of dredged or excavated material, shall perform or ensure performance of all *relocations*, and shall construct improvements required on lands, easements, and rights-of-way to enable the disposal of dredged or excavated material that the Government determines to be required or to be necessary for construction, operation, and maintenance of the *Project*.

2. The Non-Federal Sponsor shall provide funds in accordance with Article VI.B. of this Agreement in the amount necessary to meet the Non-Federal Sponsor's required share of 35 percent of *total project costs* if the Government projects at any time that the collective value of the following contributions will be less than such required share: (a) the value of the Non-Federal Sponsor's contributions under paragraph B.1. of this Article that is included in *total project costs* as determined in accordance with Article IV of this Agreement; and (b) the value of the Non-Federal Sponsor's contributions under Article V, Article X, and Article XIV.A. of this Agreement.

3. The Government, subject to the availability of funds and as limited by paragraph B.6. of this Article, the *Section 544 Project Limit*, and the *Section 544 Program Limit*, shall refund or reimburse to the Non-Federal Sponsor any contributions in excess of 35 percent of *total project costs* if the Government determines at any time that the collective value of the following contributions has exceeded 35 percent of *total project costs*: (a) the value of the Non-Federal Sponsor's contributions under paragraph B.1. of this Article that is included in *total project costs* as determined in accordance with Article IV of this Agreement; (b) the value of the Non-Federal Sponsor's contributions under paragraph B.2. of this Article; and (c) the value of the Non-Federal Sponsor's contributions under Article V, Article X, and Article XIV.A. of this Agreement.

4. The Government shall determine and include in *total project costs* any costs incurred by the Non-Federal Sponsor for *non-Federal work*, subject to the conditions and limitations of this paragraph. The Non-Federal Sponsor in a timely manner shall provide the Government with such documents as are sufficient to enable the Government to determine the amount of costs to be included in *total project costs* for *non-Federal work*.

a. The Non-Federal Sponsor shall not commence construction of the *non-Federal work* until the designs, detailed plans and specifications, and arrangements for the prosecution of such work have been approved by the Government. Changes proposed by the Non-Federal Sponsor to approved designs and plans and specifications also must be approved by the Government in advance of the related construction. Upon completion of the *non-Federal work*, the Non-Federal Sponsor shall furnish to the Government a copy of all final as-built drawings for the construction portion of such work.

b. *Non-Federal work* shall be subject to an on-site inspection and certification by the Government that the work was accomplished in a satisfactory manner and in accordance with the provisions of this Agreement and is suitable for inclusion in the *Project*.

c. The Non-Federal Sponsor's costs for *non-Federal work* that may be eligible for inclusion in *total project costs* pursuant to this Agreement shall be subject to an audit in accordance with Article X.C. of this Agreement to determine the reasonableness, allocability and allowability of such costs.

d. The Non-Federal Sponsor's costs for *non-Federal work* that may be eligible for inclusion in *total project costs* pursuant to this Agreement are not subject to interest charges, nor are they subject to adjustment to reflect changes in price levels between the time the *non-Federal work* is completed and the time the costs are included in *total project costs*.

e. The Government shall not include in *total project costs* any costs for *non-Federal work* paid by the Non-Federal Sponsor using *Federal program funds* unless the Federal agency providing the Federal portion of such funds verifies in

writing that expenditure of such funds for such purpose is expressly authorized by Federal law.

f. The Government shall not include in *total project costs* any costs for *non-Federal work* in excess of the Government's estimate of the costs of the *non-Federal work* if the work had been accomplished by the Government.

g. In the performance of the construction portion of the *non-Federal work*, the Non-Federal Sponsor must comply with applicable Federal labor laws covering non-Federal construction, including, but not limited to, 40 U.S.C. 3141-3148 and 40 U.S.C. 3701-3708 (revising, codifying and enacting without substantive change the provisions of the Davis-Bacon Act (formerly 40 U.S.C. 276a *et seq.*), the Contract Work Hours and Safety Standards Act (formerly 40 U.S.C. 327 *et seq.*) and the Copeland Anti-Kickback Act (formerly 40 U.S.C. 276c)). Costs for the construction portion of *non-Federal work* may be excluded from *total project costs* by the Government, in whole or in part, as a result of the Non-Federal Sponsor's failure to comply with its obligations under these laws.

5. The Government, in accordance with this paragraph, shall afford credit toward the Non-Federal Sponsor's contribution of funds required under paragraph B.2. of this Article for the costs of the *non-Federal work* determined in accordance with paragraph B.4. of this Article. However, the maximum amount of credit that can be afforded for the *non-Federal work* shall not exceed the lesser of the following amounts as determined by the Government: the Non-Federal Sponsor's contribution of funds required under paragraph B.2. of this Article or the costs of the *non-Federal work* determined in accordance with paragraph B.4. of this Article or 50 percent of the Non-Federal Sponsor's contribution of funds required under paragraph B of this Article.

6. Notwithstanding any other provision of this Agreement, the Non-Federal Sponsor shall not be entitled to reimbursement of any costs of *non-Federal work* determined in accordance with paragraph B.4. of this Article and included in *total project costs* that exceed the amount of credit afforded for the *non-Federal work* determined in accordance with paragraph B.5. of this Article and the Non-Federal Sponsor shall be responsible for 100 percent of all costs of *non-Federal work* included in *total project costs* that exceed the amount of credit afforded.

C. Notwithstanding any other provision of this Agreement, Federal financial participation in the *Project* is limited by the following provisions of this paragraph.

1. In the event the Government projects that the amount of Federal funds the Government will make available to the *Project* through the then-current *fiscal year*, or the amount of Federal funds the Government will make available for the *Project* through the upcoming *fiscal year*, is not sufficient to meet the Federal share of *total project costs* and the Federal share of costs for data recovery activities associated with historic preservation in accordance with Article XVII.C.3. and Article XVII.C.4. of this Agreement that the Government projects to be incurred through the then-current or

upcoming *fiscal year*, as applicable, the Government shall notify the Non-Federal Sponsor in writing of such insufficiency of funds and of the date the Government projects that the Federal funds that will have been made available to the *Project* will be exhausted. Upon the exhaustion of Federal funds made available by the Government to the *Project*, future performance under this Agreement shall be suspended and the parties shall proceed in accordance with Article XIII.B. of this Agreement.

2. In accordance with Section 544 of the Water Resources Development Act of 2000, Public Law 106-541, the Government's total financial obligations for planning, design, and construction of the *Project* (except for costs incurred on behalf of the Non-Federal Sponsor in accordance with paragraph H. of this Article) shall not exceed the *Section 544 Project Limit*. Notwithstanding any other provision of this Agreement, the Non-Federal Sponsor shall be responsible for all costs in excess of this limit and shall pay any such costs in accordance with Article VI.B. of this Agreement.

3. If the Government determines that the total amount of Federal funds provided by Congress for all projects implemented pursuant to Section 544 has reached the *Section 544 Program Limit*, and the Government projects that the Federal funds the Government will make available to the *Project* within the *Section 544 Program Limit* will not be sufficient to meet the Federal share of *total project costs* and the Federal share of costs for data recovery activities associated with historic preservation in accordance with Article XVII.C.3. and Article XVII.C.4. of this Agreement, the Government shall notify the Non-Federal Sponsor in writing of such insufficiency of funds and of the date the Government projects that the Federal funds that will have been made available to the *Project* will be exhausted. Upon the exhaustion of Federal funds made available by the Government to the *Project* within the *Section 544 Program Limit*, future performance under this Agreement shall be suspended and the parties shall proceed in accordance with Article XIII.B. of this Agreement.

Not enough Funds

4. As of the effective date of this Agreement, $1,500,000 of Federal funds is currently projected to be available for the *Project*. The Government makes no commitment to request Congress to provide additional Federal funds for the *Project*. Further, the Government's financial participation in the *Project* is limited to the Federal funds that the Government makes available to the *Project*.

D. When the District Engineer determines that the entire *Project*, or a *functional portion of the Project*, is complete, the District Engineer shall so notify the Non-Federal Sponsor in writing and furnish the Non-Federal Sponsor with a final Operation, Maintenance, Repair, Rehabilitation, and Replacement Manual (hereinafter the "OMRR&R Manual") or, if the final OMRR&R Manual is not available, an interim OMRR&R Manual for the entire *Project* or such completed portion. Upon such notification, the Government also shall furnish to the Non-Federal Sponsor a copy of all final as-built drawings for the portion of the *Project* for which the Government awarded a construction contract, or the Government constructed using its own forces, if such drawings are available. Not later than 6 months after such notification by the Government that the entire *Project* is complete, the Government shall furnish the Non-

Final As-Built Drawings

Federal Sponsor with all final as-built drawings for the portion of the *Project* for which the Government awarded a construction contract, or the Government constructed using its own forces, and also shall furnish the Non-Federal Sponsor with the final OMRR&R Manual for the entire *Project*. In the event all final as-built drawings for the portion of the *Project* for which the Government awarded a construction contract, or the Government constructed using its own forces, or the final OMRR&R Manual for the entire *Project* cannot be completed within the 6 month period, the Government shall provide written notice to the Non-Federal Sponsor, and the Government and the Non-Federal Sponsor shall negotiate an acceptable completion date for furnishing such documents. Further, after completion of all contracts for the *Project*, copies of all of the Government's and Non-Federal Sponsor's Written Notices of Acceptance of Completed Work for all contracts for the *Project* that have not been provided to the other party previously shall be provided to the Non-Federal Sponsor and/or the Government, as appropriate.

E. Upon notification from the District Engineer in accordance with paragraph D. of this Article, the Non-Federal Sponsor shall operate, maintain, repair, rehabilitate, and replace the entire *Project*, or the *functional portion of the Project* as the case may be, in accordance with Article VIII of this Agreement.

F. Upon conclusion of the *period of design and construction*, the Government shall conduct an accounting, in accordance with Article VI.C. of this Agreement, and furnish the results to the Non-Federal Sponsor.

H. The Non-Federal Sponsor may request the Government to perform or provide, on behalf of the Non-Federal Sponsor, one or more of the services (hereinafter the "additional work") described in this paragraph. Such requests shall be in writing and shall describe the additional work requested to be performed or provided. If in its sole discretion the Government elects to perform or provide the requested additional work or any portion thereof, it shall so notify the Non-Federal Sponsor in a writing that sets forth any applicable terms and conditions, which must be consistent with this Agreement. In the event of conflict between such a writing and this Agreement, this Agreement shall control. The Non-Federal Sponsor shall be solely responsible for all costs of the additional work performed or provided by the Government under this paragraph and shall pay all such costs in accordance with Article VI.D. of this Agreement.

1. Acquisition of lands, easements, and rights-of-way; performance of *relocations*; or construction of improvements required on lands, easements, and rights-of-way to enable the disposal of dredged or excavated material for the *Project*. Notwithstanding acquisition of lands, easements, and rights-of-way, performance of *relocations*, or construction of improvements by the Government, the Non-Federal Sponsor shall be responsible, as between the Government and the Non-Federal Sponsor, for any costs of cleanup and response in accordance with Article XIV.C. of this Agreement.

Land acquisition not part of ROC Grants

2. Inclusion of *betterments* in the design or construction of the *Project*. In the event the Government elects to include any such *betterments*, the Government shall allocate the costs of the *Project* features that include *betterments* between *total project costs* and the costs of the *betterments*.

I. The Non-Federal Sponsor shall prevent obstructions or encroachments on the *Project* (including prescribing and enforcing regulations to prevent such obstructions or encroachments) such as any new developments on *Project* lands, easements, and rights-of-way or the addition of facilities which might reduce the outputs produced by the *Project*, hinder operation and maintenance of the *Project*, or interfere with the *Project's* proper function.

J. The Non-Federal Sponsor shall not use the *Project*, or the lands, easements, and rights-of-way required pursuant to Article III of this Agreement, as a wetlands bank or mitigation credit for any other project.

ARTICLE III - LANDS, EASEMENTS, RIGHTS-OF-WAY, RELOCATIONS, DISPOSAL AREA IMPROVEMENTS, AND COMPLIANCE WITH PUBLIC LAW 91-646, AS AMENDED

A. The Government, after consultation with the Non-Federal Sponsor, shall determine the lands, easements, and rights-of-way required for construction, operation, and maintenance of the *Project*, including those required for *relocations*, the borrowing of material, and the disposal of dredged or excavated material. The Government in a timely manner shall provide the Non-Federal Sponsor with general written descriptions, including maps as appropriate, of the lands, easements, and rights-of-way that the Government determines the Non-Federal Sponsor must provide, in detail sufficient to enable the Non-Federal Sponsor to fulfill its obligations under this paragraph, and shall provide the Non-Federal Sponsor with a written notice to proceed with acquisition of such lands, easements, and rights-of-way. Prior to the issuance of the solicitation for each Government contract for construction of the *Project*, or prior to the Government initiating construction of a portion of the *Project* using the Government's own forces, the Non-Federal Sponsor shall acquire all lands, easements, and rights-of-way the Government determines the Non-Federal Sponsor must provide for that work and shall provide the Government with authorization for entry thereto. Furthermore, prior to the end of the *period of design and construction*, the Non-Federal Sponsor shall acquire all lands, easements, and rights-of-way required for construction, operation, and maintenance of the *Project*, as set forth in such descriptions, and shall provide the Government with authorization for entry thereto. The Non-Federal Sponsor shall ensure that lands, easements, and rights-of-way that the Government determines to be required for the *Project* and that were provided by the Non-Federal Sponsor are retained in public ownership for uses compatible with the authorized purposes of the *Project*.

B. The Government, after consultation with the Non-Federal Sponsor, shall determine the *relocations* necessary for construction, operation, and maintenance of the *Project*, including those necessary to enable the borrowing of material or the disposal of dredged or excavated material. The Government in a timely manner shall provide the Non-Federal Sponsor with general written descriptions, including maps as appropriate, of such *relocations* in detail sufficient to enable the Non-Federal Sponsor to fulfill its obligations under this paragraph, and shall provide the Non-Federal Sponsor with a written notice to proceed with such *relocations*. Prior to the issuance of the solicitation for each Government contract for construction of the *Project*, or prior to the Government initiating construction of a portion of the *Project* using the Government's own forces, the Non-Federal Sponsor shall prepare or ensure the preparation of plans and specifications for, and perform or ensure the performance of, all *relocations* the Government determines to be necessary for that work. Furthermore, prior to the end of the *period of design and construction*, the Non-Federal Sponsor shall perform or ensure performance of all *relocations* as set forth in such descriptions.

C. The Government, after consultation with the Non-Federal Sponsor, shall determine the improvements required on lands, easements, and rights-of-way to enable the disposal of dredged or excavated material associated with construction, operation, and maintenance of the *Project*. Such improvements may include, but are not necessarily limited to, retaining dikes, wasteweirs, bulkheads, embankments, monitoring features, stilling basins, and de-watering pumps and pipes. The Government in a timely manner shall provide the Non-Federal Sponsor with general written descriptions, including maps as appropriate, of such improvements in detail sufficient to enable the Non-Federal Sponsor to fulfill its obligations under this paragraph, and shall provide the Non-Federal Sponsor with a written notice to proceed with construction of such improvements. Prior to the issuance of the solicitation for each Government contract for construction of the *Project*, or prior to the Government initiating construction of a portion of the *Project* using the Government's own forces, the Non-Federal Sponsor shall prepare plans and specifications for all improvements the Government determines to be required for the disposal of dredged or excavated material under that contract, submit such plans and specifications to the Government for approval, and provide such improvements in accordance with the approved plans and specifications. Furthermore, prior to the end of the *period of design and construction*, the Non-Federal Sponsor shall provide all improvements set forth in such descriptions.

D. The Non-Federal Sponsor shall comply with the applicable provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Public Law 91-646, as amended (42 U.S.C. 4601-4655), and the Uniform Regulations contained in 49 C.F.R. Part 24, in acquiring lands, easements, and rights-of-way required for construction, operation, and maintenance of the *Project*, including those required for *relocations*, the borrowing of material, or the disposal of dredged or excavated material, and shall inform all affected persons of applicable benefits, policies, and procedures in connection with said Act.

ARTICLE IV - CREDIT FOR VALUE OF LANDS, EASEMENTS, RIGHTS-OF-WAY, RELOCATIONS, AND DISPOSAL AREA IMPROVEMENTS

A. Except as provided otherwise in this Article, the Government shall include in *total project costs* and afford credit toward the Non-Federal Sponsor's share of *total project costs* for the value of the lands, easements, and rights-of-way that the Non-Federal Sponsor must provide pursuant to Article III.A. of this Agreement; for the value of the *relocations* that the Non-Federal Sponsor must perform or for which it must ensure performance pursuant to Article III.B. of this Agreement; and for the value of the improvements required on lands, easements, and rights-of-way to enable the disposal of dredged or excavated material that the Non-Federal Sponsor must provide pursuant to Article III.C. of this Agreement. However, no amount shall be included in *total project costs*, no credit shall be afforded, and no reimbursement shall be provided for the value of any lands, easements, rights-of-way, *relocations*, or improvements required on lands, easements, and rights-of-way to enable the disposal of dredged or excavated material that have been provided previously as an item of cooperation for another Federal project. In addition, no amount shall be included in *total project costs*, no credit shall be afforded, and no reimbursement shall be provided for the value of lands, easements, rights-of-way, *relocations*, or improvements required on lands, easements, and rights-of-way to enable the disposal of dredged or excavated material that were acquired or performed using *Federal program funds* unless the Federal agency providing the Federal portion of such funds verifies in writing that affording credit for the value of such items is expressly authorized by Federal law. Finally, no amount shall be included in *total project costs*, no credit shall be afforded pursuant to this Article, and no reimbursement shall be provided to the Non-Federal Sponsor, for any value of lands, easements, rights-of-way, *relocations*, or improvements required on lands, easements, and rights-of-way to enable the disposal of dredged or excavated material that exceeds 35 percent of *total project costs*.

B. The Non-Federal Sponsor in a timely manner shall provide the Government with such documents as are sufficient to enable the Government to determine the value of any contribution provided pursuant to Article III.A., Article III.B., or Article III.C. of this Agreement. Upon receipt of such documents, the Government in a timely manner shall determine the value of such contributions for the purpose of including in *total project costs* such value that does not exceed 35 percent of *total project costs* and for determining the amount of credit to be afforded in accordance with the provisions of this Agreement.

C. For the purposes of determining the value to be included in *total project costs* and the amount of credit to be afforded in accordance with this Article and except as otherwise provided in paragraph G. of this Article, the value of lands, easements, and rights-of-way, including those required for *relocations*, the borrowing of material, and the disposal of dredged or excavated material, shall be the fair market value of the real property interests, plus certain incidental costs of acquiring those interests, as determined in accordance with the provisions of this paragraph.

1. Date of Valuation. The fair market value of lands, easements, or rights-of-way owned by the Non-Federal Sponsor on the effective date of this Agreement shall be

the fair market value of such real property interests as of the date the Non-Federal Sponsor provides the Government with authorization for entry thereto. However, for lands, easements, or rights-of-way owned by the Non-Federal Sponsor on the effective date of this Agreement that are required for the *non-Federal work*, fair market value shall be the value of such real property interests as of the date the Non-Federal Sponsor awarded the first construction contract for the *non-Federal work*, or, if the Non-Federal Sponsor performed the construction with its own forces, the date that the Non-Federal Sponsor began construction of the *non-Federal work*. The fair market value of lands, easements, or rights-of-way acquired by the Non-Federal Sponsor after the effective date of this Agreement shall be the fair market value of such real property interests at the time the interests are acquired.

2. General Valuation Procedure. Except as provided in paragraph C.3. or paragraph C.5. of this Article, the fair market value of lands, easements, or rights-of-way shall be determined in accordance with the provisions of this paragraph.

a. The Non-Federal Sponsor shall obtain, for each real property interest, an appraisal that is prepared by a qualified appraiser who is acceptable to the Non-Federal Sponsor and the Government. The Non-Federal Sponsor shall provide the Government with the appraisal no later than 6 months after the Non-Federal Sponsor provides the Government with an authorization for entry for such real property interest. The appraisal must be prepared in accordance with the applicable rules of just compensation, as specified by the Government. The fair market value shall be the amount set forth in the Non-Federal Sponsor's appraisal, if such appraisal is approved by the Government. In the event the Government does not approve the Non-Federal Sponsor's appraisal, the Non-Federal Sponsor may obtain a second appraisal, and the fair market value shall be the amount set forth in the Non-Federal Sponsor's second appraisal, if such appraisal is approved by the Government. In the event the Government does not approve the Non-Federal Sponsor's second appraisal, the Non-Federal Sponsor chooses not to obtain a second appraisal, or the Non-Federal Sponsor does not provide the first appraisal as required in this paragraph, the Government shall obtain an appraisal, and the fair market value shall be the amount set forth in the Government's appraisal, if such appraisal is approved by the Non-Federal Sponsor. In the event the Non-Federal Sponsor does not approve the Government's appraisal, the Government, after consultation with the Non-Federal Sponsor, shall consider the Government's and the Non-Federal Sponsor's appraisals and determine an amount based thereon, which shall be deemed to be the fair market value.

Land Not part of Requested

b. Where the amount paid or proposed to be paid by the Non-Federal Sponsor for the real property interest exceeds the amount determined pursuant to paragraph C.2.a. of this Article, the Government, at the request of the Non-Federal Sponsor, shall consider all factors relevant to determining fair market value and, in its sole discretion, after consultation with the Non-Federal Sponsor, may approve in writing an amount greater than the amount determined pursuant to paragraph C.2.a. of this Article, but not to exceed the amount actually paid or proposed to be paid. If the Government approves such an amount, the fair market value shall be the lesser of the approved amount or the amount paid by the Non-Federal Sponsor, but no less than the amount determined pursuant to paragraph C.2.a. of this Article.

3. Eminent Domain Valuation Procedure. For lands, easements, or rights-of-way acquired by eminent domain proceedings instituted after the effective date of this Agreement, the Non-Federal Sponsor, prior to instituting such proceedings, shall submit to the Government notification in writing of its intent to institute such proceedings and an appraisal of the specific real property interests to be acquired in such proceedings. The Government shall have 60 calendar days after receipt of such a notice and appraisal within which to review the appraisal, if not previously approved by the Government in writing.

a. If the Government previously has approved the appraisal in writing, or if the Government provides written approval of, or takes no action on, the appraisal within such 60 day period, the Non-Federal Sponsor shall use the amount set forth in such appraisal as the estimate of just compensation for the purpose of instituting the eminent domain proceeding.

b. If the Government provides written disapproval of the appraisal, including the reasons for disapproval, within such 60 day period, the Government and the Non-Federal Sponsor shall consult in good faith to promptly resolve the issues or areas of disagreement that are identified in the Government's written disapproval. If, after such good faith consultation, the Government and the Non-Federal Sponsor agree as to an appropriate amount, then the Non-Federal Sponsor shall use that amount as the estimate of just compensation for the purpose of instituting the eminent domain proceeding. If, after such good faith consultation, the Government and the Non-Federal Sponsor cannot agree as to an appropriate amount, then the Non-Federal Sponsor may use the amount set forth in its appraisal as the estimate of just compensation for the purpose of instituting the eminent domain proceeding.

c. For lands, easements, or rights-of-way acquired by eminent domain proceedings instituted in accordance with paragraph C.3. of this Article, fair market value shall be either the amount of the court award for the real property interests taken, to the extent the Government determined such interests are required for construction, operation, and maintenance of the *Project*, or the amount of any stipulated settlement or portion thereof that the Government approves in writing.

4. Incidental Costs. For lands, easements, or rights-of-way acquired by the Non-Federal Sponsor within a five year period preceding the effective date of this Agreement, or at any time after the effective date of this Agreement, the value of the interest shall include the documented incidental costs of acquiring the interest, as determined by the Government, subject to an audit in accordance with Article X.C. of this Agreement to determine reasonableness, allocability, and allowability of such costs. In the event the Government modifies its determination made pursuant to Article III.A. of this Agreement, the Government shall afford credit for the documented incidental costs associated with preparing to acquire the lands, easements, or rights-of-way identified in the original determination, subject to an audit in accordance with Article X.C. of this Agreement to determine reasonableness, allocability, and allowability of such costs. Such incidental costs shall include, but not necessarily be limited to, closing and title costs,

appraisal costs, survey costs, attorney's fees, plat maps, mapping costs, actual amounts expended for payment of any relocation assistance benefits provided in accordance with Article III.D. of this Agreement, and other payments by the Non-Federal Sponsor for items that are generally recognized as compensable, and required to be paid, by applicable state law due to the acquisition of a real property interest in accordance with Article III of this Agreement. The value of the interests provided by the Non-Federal Sponsor in accordance with Article III.A. of this Agreement also shall include the documented costs of obtaining appraisals pursuant to paragraph C.2. of this Article, as determined by the Government, and subject to an audit in accordance with Article X.C. of this Agreement to determine reasonableness, allocability, and allowability of such costs.

5. Waiver of Appraisal. Except as required by paragraph C.3. of this Article, the Government may waive the requirement for an appraisal pursuant to this paragraph if it determines that an appraisal is unnecessary because the valuation is uncomplicated and that the estimated fair market value of the real property interest is $10,000 or less based upon a review of available data. In such event, the Government and the Non-Federal Sponsor must agree in writing to the value of such real property interest in an amount not in excess of $10,000.

D. After consultation with the Non-Federal Sponsor, the Government shall determine the value of *relocations* in accordance with the provisions of this paragraph.

1. For a *relocation* other than a *highway*, the value shall be only that portion of *relocation* costs that the Government determines is necessary to provide a functionally equivalent facility, reduced by depreciation, as applicable, and by the salvage value of any removed items.

2. For a *relocation* of a *highway*, the value shall be only that portion of *relocation* costs that would be necessary to accomplish the *relocation* in accordance with the design standard that the State of Washington would apply under similar conditions of geography and traffic load, reduced by the salvage value of any removed items.

3. *Relocation* costs shall include, but not necessarily be limited to, actual costs of performing the *relocation*; planning, engineering and design costs; supervision and administration costs; and documented incidental costs associated with performance of the *relocation*, as determined by the Government. *Relocation* costs shall not include any costs due to *betterments*, as determined by the Government, nor any additional cost of using new material when suitable used material is available. *Relocation* costs shall be subject to an audit in accordance with Article X.C. of this Agreement to determine reasonableness, allocability, and allowability of such costs.

E. The value of the improvements required on lands, easements, and rights-of-way to enable the disposal of dredged or excavated material shall be the costs of the improvements, as determined by the Government, subject to an audit in accordance with Article X.C. of this Agreement to determine reasonableness, allocability, and allowability of

such costs. Such costs shall include, but not necessarily be limited to, actual costs of providing the improvements; planning, engineering and design costs; supervision and administration costs; and documented incidental costs associated with providing the improvements, but shall not include any costs due to *betterments*, as determined by the Government.

F. Any credit afforded under the terms of this Agreement for the value of *relocations*, or improvements required on lands, easements, and rights-of-way to enable the disposal of dredged or excavated material, performed within the *Project* boundaries is subject to satisfactory compliance with applicable Federal labor laws covering non-Federal construction, including, but not limited to, 40 U.S.C. 3141-3148 and 40 U.S.C. 3701-3708 (revising, codifying and enacting without substantive change the provisions of the Davis-Bacon Act (formerly 40 U.S.C. 276a *et seq.*), the Contract Work Hours and Safety Standards Act (formerly 40 U.S.C. 327 *et seq.*) and the Copeland Anti-Kickback Act (formerly 40 U.S.C. 276c)). Notwithstanding any other provision of this Agreement, credit may be withheld, in whole or in part, as a result of the Non-Federal Sponsor's failure to comply with its obligations under these laws.

G. Where the Government, on behalf of the Non-Federal Sponsor pursuant to Article II.H.1. of this Agreement, acquires lands, easements, or rights-of-way, performs *relocations*, or constructs improvements required on lands, easements, or rights-of-way to enable the disposal of dredged or excavated material, the value to be included in *total project costs* and the amount of credit to be afforded in accordance with this Article shall be the costs of such work performed or provided by the Government that are paid by the Non-Federal Sponsor in accordance with Article VI.D. of this Agreement. In addition, the value to be included in *total project costs* and the amount of such credit to be afforded in accordance with this Article shall include the documented costs incurred by the Non-Federal Sponsor in accordance with the terms and conditions agreed upon in writing pursuant to Article II.H.1. of this Agreement subject to an audit in accordance with Article X.C. of this Agreement to determine reasonableness, allocability, and allowability of such costs.

ARTICLE V - PROJECT COORDINATION TEAM

A. To provide for consistent and effective communication, the Non-Federal Sponsor and the Government, not later than 30 calendar days after the effective date of this Agreement, shall appoint named senior representatives to a Project Coordination Team. Thereafter, the Project Coordination Team shall meet regularly until the end of the *period of design and construction.* The Government's Project Manager and a counterpart named by the Non-Federal Sponsor shall co-chair the Project Coordination Team.

B. The Government's Project Manager and the Non-Federal Sponsor's counterpart shall keep the Project Coordination Team informed of the progress of design and construction and of significant pending issues and actions, and shall seek the views of the

Project Coordination Team on matters that the Project Coordination Team generally oversees.

C. Until the end of the *period of design and construction*, the Project Coordination Team shall generally oversee the *Project*, including matters related to: design; completion of all necessary environmental coordination and documentation; plans and specifications; scheduling; real property and *relocation* requirements; real property acquisition; contract awards and modifications; contract costs; the application of and compliance with 40 U.S.C. 3141-3148 and 40 U.S.C. 3701-3708 (revising, codifying and enacting without substantive change the provisions of the Davis-Bacon Act (formerly 40 U.S.C. 276a *et seq.*), the Contract Work Hours and Safety Standards Act (formerly 40 U.S.C. 327 *et seq.*) and the Copeland Anti-Kickback Act (formerly 40 U.S.C. 276c)) for *relocations* , improvements required on lands, easements, and rights-of-way to enable the disposal of dredged or excavated material, and the construction portion of the *non-Federal work*; the investigations to identify the existence and extent of hazardous substances in accordance with Article XIV.A. of this Agreement; historic preservation activities in accordance with Article XVII of this Agreement; the Government's cost projections; the performance of and scheduling for the *non-Federal work*; final inspection of the entire *Project* or *functional portions of the Project*; preparation of the proposed OMRR&R Manual; anticipated requirements and needed capabilities for performance of operation, maintenance, repair, rehabilitation, and replacement of the *Project* including issuance of permits; and other matters related to the *Project*. This oversight of the *Project* shall be consistent with a project management plan developed by the Government after consultation with the Non-Federal Sponsor.

D. The Project Coordination Team may make recommendations to the District Engineer on matters related to the *Project* that the Project Coordination Team generally oversees, including suggestions to avoid potential sources of dispute. The Government in good faith shall consider the recommendations of the Project Coordination Team. The Government, having the legal authority and responsibility for design and construction of the *Project* except for the *non-Federal work*, has the discretion to accept or reject, in whole or in part, the Project Coordination Team's recommendations. On matters related to the *non-Federal work*, that the Project Coordination Team generally oversees, the Project Coordination Team may make recommendations to the Non-Federal Sponsor including suggestions to avoid potential sources of dispute. The Non-Federal Sponsor in good faith shall consider the recommendations of the Project Coordination Team. The Non-Federal Sponsor, having the legal authority and responsibility for design and construction of the *non-Federal work*, has the discretion to accept or reject, in whole or in part, the Project Coordination Team's recommendations except as otherwise required by the provisions of this Agreement, including compliance with applicable Federal, State, or local laws or regulations.

E. The Non-Federal Sponsor's costs of participation in the Project Coordination Team shall be included in *total project costs* and shared in accordance with the provisions of this Agreement, subject to an audit in accordance with Article X.C. of this Agreement to determine reasonableness, allocability, and allowability of such costs. The

Payment.

Government's costs of participation in the Project Coordination Team shall be included in *total project costs* and shared in accordance with the provisions of this Agreement.

ARTICLE VI - METHOD OF PAYMENT

A. In accordance with the provisions of this paragraph, the Government shall maintain current records and provide to the Non-Federal Sponsor current projections of costs, financial obligations, contributions provided by the parties, the value included in *total project costs* for lands, easements, rights-of-way, *relocations*, and improvements required on lands, easements, and rights-of-way to enable the disposal of dredged or excavated material determined in accordance with Article IV of this Agreement, the costs included in *total project costs* for the *non-Federal work* determined in accordance with Article II.B.4. of this Agreement, and the credit to be afforded for the *non-Federal work* pursuant to Article II.B.5. of this Agreement.

1. As of the effective date of this Agreement, *total project costs* are projected to be $6,319,000; the Non-Federal Sponsor's contribution of funds required by Article II.B.2. of this Agreement is projected to be $816,000; the costs included in *total project costs* for the *non-Federal work* determined in accordance with Article II.B.4. of this Agreement are projected to be $56,000; the credit to be afforded for the *non-Federal work* pursuant to Article II.B.5. of this Agreement is projected to be $56,000; the Non-Federal Sponsor's contribution of funds required by Article II.C.2. of this Agreement is projected to be $0; the *non-Federal proportionate share* is projected to be 35 percent; the Non-Federal Sponsor's contribution of funds required by Article XVII.C.4. of this Agreement is projected to be $0; the value included in *total project costs* for lands, easements, rights-of-way, *relocations*, and improvements required on lands, easements, and rights-of-way to enable the disposal of dredged or excavated material determined in accordance with Article IV of this Agreement is projected to be $1,396,000; and the Government's total financial obligations for the additional work to be incurred and the Non-Federal Sponsor's contribution of funds for such costs required by Article II.H. of this Agreement are projected to be $0. These amounts and percentage are estimates subject to adjustment by the Government, after consultation with the Non-Federal Sponsor, and are not to be construed as the total financial responsibilities of the Government and the Non-Federal Sponsor.

Amounts Not Correct (Per Kurt) $445,000 ATR $450,000 PSAK $895,000

Land Value incorrect. Land Acq. Not part of PCO project.

2. By December 31, 2011 and by each quarterly anniversary thereof until the conclusion of the *period of design and construction* and resolution of all relevant claims and appeals and eminent domain proceedings , the Government shall provide the Non-Federal Sponsor with a report setting forth all contributions provided to date and the current projections of the following: *total project costs*; the Non-Federal Sponsor's total contribution of funds required by Article II.B.2. of this Agreement; the costs included in *total project costs* for the *non-Federal work* determined in accordance with Article II.B.4. of this Agreement; the credit to be afforded for the *non-Federal work* pursuant to Article II.B.5. of this Agreement; the Non-Federal Sponsor's contribution of funds required by Article II.C.2. of this Agreement; the *non-Federal proportionate share*; the Non-Federal

Sponsor's total contribution of funds required by Article XVII.C.4. of this Agreement; the value included in *total project costs* for lands, easements, rights-of-way, *relocations*, and improvements required on lands, easements, and rights-of-way to enable the disposal of dredged or excavated material determined in accordance with Article IV of this Agreement; and the Government's total financial obligations for additional work incurred and the Non-Federal Sponsor's contribution of funds for such costs required by Article II.H. of this Agreement.

B. The Non-Federal Sponsor shall provide the contributions of funds required by Article II.B.2., Article II.C.2., and Article XVII.C.4. of this Agreement in accordance with the provisions of this paragraph.

1. Not less than 45 calendar days prior to the scheduled date for issuance of the solicitation for the first contract for design of the *Project* or commencement of design of the *Project* using the Government's own forces, the Government shall notify the Non-Federal Sponsor in writing of such scheduled date and the funds the Government determines to be required from the Non-Federal Sponsor, after consideration of any credit the Government projects will be afforded for the *non-Federal work* pursuant to Article II.B.5. of this Agreement, to meet its projected share under Article II.B.2., Article II.C.2., and Article XVII.C.4. of this Agreement. Not later than such scheduled date, the Non-Federal Sponsor shall provide the Government with the full amount of such required funds by delivering a check payable to "FAO, USAED, SEATTLE DISTRICT G3" to the District Engineer, or verifying to the satisfaction of the Government that the Non-Federal Sponsor has deposited such required funds in an escrow or other account acceptable to the Government, with interest accruing to the Non-Federal Sponsor, or by presenting the Government with an irrevocable letter of credit acceptable to the Government for such required funds, or by providing an Electronic Funds Transfer of such required funds in accordance with procedures established by the Government.

2. The Government shall draw from the funds provided by the Non-Federal Sponsor such sums as the Government deems necessary, after consideration of any credit the Government projects will be afforded for the *non-Federal work* pursuant to Article II.B.5. of this Agreement, to cover: (a) the *non-Federal proportionate share* of *financial obligations for design and construction* incurred prior to the commencement of the *period of design and construction*; (b) the *non-Federal proportionate share* of *financial obligations for design and construction* as *financial obligations for design and construction* are incurred; and (c) the Non-Federal Sponsor's share of financial obligations for data recovery activities associated with historic preservation pursuant to Article XVII.C.4. of this Agreement as those financial obligations are incurred. If at any time the Government determines that additional funds will be needed from the Non-Federal Sponsor to cover the Non-Federal Sponsor's share of such financial obligations, the Government shall notify the Non-Federal Sponsor in writing of the additional funds required and provide an explanation of why additional funds are required. Within 45 calendar days from receipt of such notice, the Non-Federal Sponsor shall provide the Government with the full amount of such additional required funds through any of the payment mechanisms specified in paragraph B.1. of this Article.

C. Upon conclusion of the *period of design and construction* and resolution of all relevant claims and appeals and eminent domain proceedings , the Government shall conduct a final accounting and furnish the Non-Federal Sponsor with written notice of the results of such final accounting. If outstanding relevant claims and appeals or eminent domain proceedings prevent a final accounting from being conducted in a timely manner, the Government shall conduct an interim accounting and furnish the Non-Federal Sponsor with written notice of the results of such interim accounting. Once all outstanding relevant claims and appeals and eminent domain proceedings are resolved, the Government shall amend the interim accounting to complete the final accounting and furnish the Non-Federal Sponsor with written notice of the results of such final accounting. The interim or final accounting, as applicable, shall determine *total project costs* and the costs of any data recovery activities associated with historic preservation. In addition, for each set of costs, the interim or final accounting, as applicable, shall determine each party's required share thereof, and each party's total contributions thereto as of the date of such accounting.

1. Should the interim or final accounting, as applicable, show that the Non-Federal Sponsor's total required shares of *total project costs* and the costs of any data recovery activities associated with historic preservation exceed the Non-Federal Sponsor's total contributions provided thereto, the Non-Federal Sponsor, no later than 90 calendar days after receipt of written notice from the Government, shall make a payment to the Government in an amount equal to the difference by delivering a check payable to "FAO, USAED, SEATTLE DISTRICT G3" to the District Engineer or by providing an Electronic Funds Transfer in accordance with procedures established by the Government.

2. Should the interim or final accounting, as applicable, show that the total contributions provided by the Non-Federal Sponsor for *total project costs* and the costs of any data recovery activities associated with historic preservation exceed the Non-Federal Sponsor's total required shares thereof, the Government, subject to the availability of funds and as limited by Article II.B.6. of this Agreement, the *Section 544 Project Limit*, and the *Section 544 Program Limit*, shall refund or reimburse the excess amount to the Non-Federal Sponsor within 90 calendar days of the date of completion of such accounting. In the event the Non-Federal Sponsor is due a refund or reimbursement and funds are not available to refund or reimburse the excess amount to the Non-Federal Sponsor, the Government shall seek such appropriations as are necessary to make the refund or reimbursement.

D. The Non-Federal Sponsor shall provide the contribution of funds required by Article II.H. of this Agreement for additional work in accordance with the provisions of this paragraph.

1. Not less than 60 calendar days prior to the scheduled date for the first financial obligation for additional work, the Government shall notify the Non-Federal Sponsor in writing of such scheduled date and of the full amount of funds the Government determines to be required from the Non-Federal Sponsor to cover the costs

of the additional work. No later than 30 calendar days prior to the Government incurring any financial obligation for additional work, the Non-Federal Sponsor shall provide the Government with the full amount of the funds required to cover the costs of such additional work through any of the payment mechanisms specified in paragraph B.1. of this Article.

2. The Government shall draw from the funds provided by the Non-Federal Sponsor such sums as the Government deems necessary to cover the Government's financial obligations for such additional work as they are incurred. If at any time the Government determines that the Non-Federal Sponsor must provide additional funds to pay for such additional work, the Government shall notify the Non-Federal Sponsor in writing of the additional funds required and provide an explanation of why additional funds are required. Within 30 calendar days from receipt of such notice, the Non-Federal Sponsor shall provide the Government with the full amount of such additional required funds through any of the payment mechanisms specified in paragraph B.1. of this Article.

3. At the time the Government conducts the interim or final accounting, as applicable, the Government shall conduct an accounting of the Government's financial obligations incurred for additional work and furnish the Non-Federal Sponsor with written notice of the results of such accounting. If outstanding relevant claims and appeals or eminent domain proceedings prevent a final accounting of such financial obligations for additional work from being conducted in a timely manner, the Government shall conduct an interim accounting of such financial obligations for additional work and furnish the Non-Federal Sponsor with written notice of the results of such interim accounting. Once all outstanding relevant claims and appeals and eminent domain proceedings are resolved, the Government shall amend the interim accounting of such financial obligations for additional work to complete the final accounting of such financial obligations for additional work and furnish the Non-Federal Sponsor with written notice of the results of such final accounting. Such interim or final accounting, as applicable, shall determine the Government's total financial obligations for additional work and the Non-Federal Sponsor's contribution of funds provided thereto as of the date of such accounting.

a. Should the interim or final accounting, as applicable, show that the Government's total financial obligations for additional work exceed the total contribution of funds provided by the Non-Federal Sponsor for such additional work, the Non-Federal Sponsor, no later than 90 calendar days after receipt of written notice from the Government, shall make a payment to the Government in an amount equal to the difference by delivering a check payable to "FAO, USAED, SEATTLE DISTRICT G3" to the District Engineer or by providing an Electronic Funds Transfer in accordance with procedures established by the Government.

b. Should the interim or final accounting, as applicable, show that the total contribution of funds provided by the Non-Federal Sponsor for additional work exceeds the Government's total financial obligations for such additional work, the

Government, subject to the availability of funds, shall refund the excess amount to the Non-Federal Sponsor within 90 calendar days of the date of completion of such accounting. In the event the Non-Federal Sponsor is due a refund and funds are not available to refund the excess amount to the Non-Federal Sponsor, the Government shall seek such appropriations as are necessary to make the refund.

ARTICLE VII - DISPUTE RESOLUTION

As a condition precedent to a party bringing any suit for breach of this Agreement, that party must first notify the other party in writing of the nature of the purported breach and seek in good faith to resolve the dispute through negotiation. If the parties cannot resolve the dispute through negotiation, they may agree to a mutually acceptable method of non-binding alternative dispute resolution with a qualified third party acceptable to both parties. Each party shall pay an equal share of any costs for the services provided by such a third party as such costs are incurred. The existence of a dispute shall not excuse the parties from performance pursuant to this Agreement.

ARTICLE VIII - OPERATION, MAINTENANCE, REPAIR, REHABILITATION, AND REPLACEMENT (OMRR&R)

A. Upon receipt of the notification from the District Engineer in accordance with Article II.D. of this Agreement and for so long as the *Project* remains authorized, the Non-Federal Sponsor, pursuant to Article II.E. of this Agreement, shall operate, maintain, repair, rehabilitate, and replace the entire *Project* or *functional portion of the Project*, at no cost to the Government. The Non-Federal Sponsor shall conduct its operation, maintenance, repair, rehabilitation, and replacement responsibilities in a manner compatible with the *Project's* authorized purposes and in accordance with applicable Federal and State laws as provided in Article XI of this Agreement and specific directions prescribed by the Government in the interim or final OMRR&R Manual and any subsequent amendments thereto.

B. The Non-Federal Sponsor hereby gives the Government a right to enter, at reasonable times and in a reasonable manner, upon property that the Non-Federal Sponsor now or hereafter owns or controls for access to the *Project* for the purpose of inspection and, if necessary, for the purpose of completing, operating, maintaining, repairing, rehabilitating, or replacing the *Project*. If an inspection shows that the Non-Federal Sponsor for any reason is failing to perform its obligations under this Agreement, the Government shall send a written notice describing the non-performance to the Non-Federal Sponsor. If, after 30 calendar days from receipt of such written notice by the Government, the Non-Federal Sponsor continues to fail to perform, then the Government shall have the right to enter, at reasonable times and in a reasonable manner, upon property that the Non-Federal Sponsor now or hereafter owns or controls for the purpose of completing, operating, maintaining, repairing, rehabilitating, or replacing the *Project*. No completion, operation, maintenance, repair, rehabilitation, or replacement by the Government shall relieve the Non-Federal

Sponsor of responsibility to meet the Non-Federal Sponsor's obligations as set forth in this Agreement, or to preclude the Government from pursuing any other remedy at law or equity to ensure faithful performance pursuant to this Agreement.

ARTICLE IX – HOLD AND SAVE

The Non-Federal Sponsor shall hold and save the Government free from all damages arising from design, construction, operation, maintenance, repair, rehabilitation, and replacement of the *Project* and any *betterments*, except for damages due to the fault or negligence of the Government or its contractors.

ARTICLE X - MAINTENANCE OF RECORDS AND AUDIT

A. Not later than 60 calendar days after the effective date of this Agreement, the Government and the Non-Federal Sponsor shall develop procedures for keeping books, records, documents, or other evidence pertaining to costs and expenses incurred pursuant to this Agreement. These procedures shall incorporate, and apply as appropriate, the standards for financial management systems set forth in the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments at 32 C.F.R. Section 33.20. The Government and the Non-Federal Sponsor shall maintain such books, records, documents, or other evidence in accordance with these procedures and for a minimum of three years after completion of the accounting for which such books, records, documents, or other evidence were required. To the extent permitted under applicable Federal laws and regulations, the Government and the Non-Federal Sponsor shall each allow the other to inspect such books, records, documents, or other evidence.

B. In accordance with 32 C.F.R. Section 33.26, the Non-Federal Sponsor is responsible for complying with the Single Audit Act Amendments of 1996 (31 U.S.C. 7501-7507), as implemented by Office of Management and Budget (OMB) Circular No. A-133 and Department of Defense Directive 7600.10. Upon request of the Non-Federal Sponsor and to the extent permitted under applicable Federal laws and regulations, the Government shall provide to the Non-Federal Sponsor and independent auditors any information necessary to enable an audit of the Non-Federal Sponsor's activities under this Agreement. The costs of any non-Federal audits performed in accordance with this paragraph shall be allocated in accordance with the provisions of OMB Circulars A-87 and A-133, and such costs as are allocated to the *Project* shall be included in *total project costs* and shared in accordance with the provisions of this Agreement.

C. In accordance with 31 U.S.C. 7503, the Government may conduct audits in addition to any audit that the Non-Federal Sponsor is required to conduct under the Single Audit Act Amendments of 1996. Any such Government audits shall be conducted in accordance with Government Auditing Standards and the cost principles in OMB Circular No. A-87 and other applicable cost principles and regulations. The costs of Government

audits performed in accordance with this paragraph shall be included in *total project costs* and shared in accordance with the provisions of this Agreement.

ARTICLE XI - FEDERAL AND STATE LAWS

In the exercise of their respective rights and obligations under this Agreement, the Non-Federal Sponsor and the Government shall comply with all applicable Federal and State laws and regulations, including, but not limited to: Section 601 of the Civil Rights Act of 1964, Public Law 88-352 (42 U.S.C. 2000d) and Department of Defense Directive 5500.11 issued pursuant thereto; Army Regulation 600-7, entitled "Nondiscrimination on the Basis of Handicap in Programs and Activities Assisted or Conducted by the Department of the Army"; and all applicable Federal labor standards requirements including, but not limited to, 40 U.S.C. 3141-3148 and 40 U.S.C. 3701-3708 (revising, codifying and enacting without substantive change the provisions of the Davis-Bacon Act (formerly 40 U.S.C. 276a *et seq.*), the Contract Work Hours and Safety Standards Act (formerly 40 U.S.C. 327 *et seq.*) and the Copeland Anti-Kickback Act (formerly 40 U.S.C. 276c)).

ARTICLE XII - RELATIONSHIP OF PARTIES

A. In the exercise of their respective rights and obligations under this Agreement, the Government and the Non-Federal Sponsor each act in an independent capacity, and neither is to be considered the officer, agent, or employee of the other.

B. In the exercise of its rights and obligations under this Agreement, neither party shall provide, without the consent of the other party, any contractor with a release that waives or purports to waive any rights the other party may have to seek relief or redress against that contractor either pursuant to any cause of action that the other party may have or for violation of any law.

ARTICLE XIII - TERMINATION OR SUSPENSION

A. If at any time the Non-Federal Sponsor fails to fulfill its obligations under this Agreement, the Assistant Secretary of the Army (Civil Works) shall terminate this Agreement or suspend future performance under this Agreement unless he determines that continuation of work on the *Project* is in the interest of the United States or is necessary in order to satisfy agreements with any other non-Federal interests in connection with the *Project.*

B. In the event future performance under this Agreement is suspended pursuant to Article II.C. of this Agreement, such suspension shall remain in effect until such time that the Government notifies the Non-Federal Sponsor in writing that sufficient Federal funds are available to meet the Federal share of *total project costs* and the Federal share

of costs for data recovery activities associated with historic preservation in accordance with Article XVII.C.3. and Article XVII.C.4. of this Agreement the Government projects to be incurred through the then-current or upcoming *fiscal year*, or the Government or the Non-Federal Sponsor elects to terminate this Agreement.

C. In the event that the Government and the Non-Federal Sponsor determine to suspend future performance under this Agreement in accordance with Article XIV.C. of this Agreement, such suspension shall remain in effect until the Government and the Non-Federal Sponsor agree to proceed or to terminate this Agreement. In the event that the Government suspends future performance under this Agreement in accordance with Article XIV.C. of this Agreement due to failure to reach agreement with the Non-Federal Sponsor on whether to proceed or to terminate this Agreement, or the failure of the Non-Federal Sponsor to provide funds to pay for cleanup and response costs or to otherwise discharge the Non-Federal Sponsor's responsibilities under Article XIV.C. of this Agreement, such suspension shall remain in effect until: 1) the Government and Non-Federal Sponsor reach agreement on how to proceed or to terminate this Agreement; 2) the Non-Federal Sponsor provides funds necessary to pay for cleanup and response costs and otherwise discharges its responsibilities under Article XIV.C. of this Agreement; 3) the Government continues work on the *Project*; or 4) the Government terminates this Agreement in accordance with the provisions of Article XIV.C. of this Agreement.

D. If after completion of the design portion of the *Project* the parties mutually agree in writing not to proceed with construction of the *Project*, the parties shall conclude their activities relating to the *Project* and conduct an accounting in accordance with Article VI.C. of this Agreement.

E. In the event that this Agreement is terminated pursuant to this Article or Article XIV.C. of this Agreement, both parties shall conclude their activities relating to the *Project* and conduct an accounting in accordance with Article VI.C. of this Agreement. To provide for this eventuality, the Government may reserve a percentage of total Federal funds made available for the *Project* and an equal percentage of the total funds contributed by the Non-Federal Sponsor in accordance with Article II.B.2., Article II.C.2., and Article XVII.B.3. of this Agreement as a contingency to pay costs of termination, including any costs of resolution of contract claims and contract modifications.

F. Any termination of this Agreement or suspension of future performance under this Agreement in accordance with this Article or Article II.C. or Article XIV.C. of this Agreement shall not relieve the parties of liability for any obligation previously incurred. Any delinquent payment owed by the Non-Federal Sponsor shall be charged interest at a rate, to be determined by the Secretary of the Treasury, equal to 150 per centum of the average bond equivalent rate of the 13 week Treasury bills auctioned immediately prior to the date on which such payment became delinquent, or auctioned immediately prior to the beginning of each additional 3 month period if the period of delinquency exceeds 3 months.

ARTICLE XIV - HAZARDOUS SUBSTANCES

A. After execution of this Agreement and upon direction by the District Engineer, the Non-Federal Sponsor shall perform, or ensure performance of, any investigations for hazardous substances that the Government or the Non-Federal Sponsor determines to be necessary to identify the existence and extent of any hazardous substances regulated under the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. 9601-9675; hereinafter "CERCLA"), that may exist in, on, or under lands, easements, and rights-of-way that the Government determines, pursuant to Article III of this Agreement, to be required for construction, operation, and maintenance of the *Project*. However, for lands, easements, and rights-of-way that the Government determines to be subject to the navigation servitude, only the Government shall perform such investigations unless the District Engineer provides the Non-Federal Sponsor with prior specific written direction, in which case the Non-Federal Sponsor shall perform such investigations in accordance with such written direction.

1. All actual costs incurred by the Non-Federal Sponsor for such investigations for hazardous substances shall be included in *total project costs* and shared in accordance with the provisions of this Agreement, subject to an audit in accordance with Article X.C. of this Agreement to determine reasonableness, allocability, and allowability of such costs.

2. All actual costs incurred by the Government for such investigations for hazardous substances shall be included in *total project costs* and shared in accordance with the provisions of this Agreement.

B. In the event it is discovered through any investigation for hazardous substances or other means that hazardous substances regulated under CERCLA exist in, on, or under any lands, easements, or rights-of-way that the Government determines, pursuant to Article III of this Agreement, to be required for construction, operation, and maintenance of the *Project*, the Non-Federal Sponsor and the Government, in addition to providing any other notice required by applicable law, shall provide prompt written notice to each other, and the Non-Federal Sponsor shall not proceed with the acquisition of the real property interests until the parties agree that the Non-Federal Sponsor should proceed.

C. The Government and the Non-Federal Sponsor shall determine whether to initiate construction of the *Project*, or, if already in construction, whether to continue with construction of the *Project*, suspend future performance under this Agreement, or terminate this Agreement for the convenience of the Government, in any case where hazardous substances regulated under CERCLA are found to exist in, on, or under any lands, easements, or rights-of-way that the Government determines, pursuant to Article III of this Agreement, to be required for construction, operation, and maintenance of the *Project*. Should the Government and the Non-Federal Sponsor determine to initiate or continue with construction of the *Project* after considering any liability that may arise under CERCLA, the Non-Federal Sponsor shall be responsible, as between the Government and the Non-Federal Sponsor, for the costs of cleanup and response, including the costs of any studies and

investigations necessary to determine an appropriate response to the contamination. Such costs shall not be considered a part of *total project costs*. In the event the Non-Federal Sponsor does not reach agreement with the Government on whether to proceed or to terminate this Agreement under this paragraph, or fails to provide any funds necessary to pay for cleanup and response costs or to otherwise discharge the Non-Federal Sponsor's responsibilities under this paragraph upon direction by the Government, the Government, in its sole discretion, may either terminate this Agreement for the convenience of the Government, suspend future performance under this Agreement, or continue work on the *Project*.

D. The Non-Federal Sponsor and the Government shall consult with each other in accordance with Article V of this Agreement in an effort to ensure that responsible parties bear any necessary cleanup and response costs as defined in CERCLA. Any decision made pursuant to paragraph C. of this Article shall not relieve any third party from any liability that may arise under CERCLA.

E. As between the Government and the Non-Federal Sponsor, the Non-Federal Sponsor shall be considered the operator of the *Project* for purposes of CERCLA liability. To the maximum extent practicable, the Non-Federal Sponsor shall operate, maintain, repair, rehabilitate, and replace the *Project* in a manner that will not cause liability to arise under CERCLA.

ARTICLE XV - NOTICES

A. Any notice, request, demand, or other communication required or permitted to be given under this Agreement shall be deemed to have been duly given if in writing and delivered personally or sent by telegram or mailed by first-class, registered, or certified mail, as follows:

If to the Non-Federal Sponsor:
Environmental Division Manager
Tulalip Tribes Natural and Cultural Resources Department
6406 Marine Drive
Tulalip, WA 98270

If to the Government:
Chief, Programs and Project Management Branch, CENWS-PM
US Army Corps of Engineers,
P.O. Box 3755, Seattle WA 98124-3755

B. A party may change the address to which such communications are to be directed by giving written notice to the other party in the manner provided in this Article.

C. Any notice, request, demand, or other communication made pursuant to this Article shall be deemed to have been received by the addressee at the earlier of such time as it is actually received or seven calendar days after it is mailed.

ARTICLE XVI - CONFIDENTIALITY

To the extent permitted by the laws governing each party, the parties agree to maintain the confidentiality of exchanged information when requested to do so by the providing party.

ARTICLE XVII - HISTORIC PRESERVATION

A. Except as provided in paragraph B. below, the Government shall perform any identification, survey, or evaluation of historic properties that it determines is necessary for the *Project*. Any costs incurred by the Government for such work shall be included in *total project costs* and shared in accordance with the provisions of this Agreement.

we need correspondence very specific

B. In the event that the Government determines that any identification, survey, or evaluation of historic properties is required for construction of the *non-Federal work*, and if the Government and the Non-Federal Sponsor agree in writing that the Non-Federal Sponsor should perform such identification, survey, or evaluation of historic properties, the Non-Federal Sponsor shall perform such identification, survey, or evaluation in accordance with this paragraph and other written directions of the Government.

1. The Non-Federal Sponsor shall ensure that its studies are conducted by qualified archaeologists, historians, architectural historians and historic architects, as appropriate, who meet, at a minimum, the Secretary of the Interior's Professional Qualifications Standards. The Non-Federal Sponsor shall submit study plans and reports to the Government for review and approval and the Non-Federal Sponsor shall be responsible for resolving any deficiencies identified by the Government.

2. Any costs of identification, survey, or evaluation of historic properties incurred by the Non-Federal Sponsor pursuant to this paragraph shall be included in the costs for *non-Federal work* subject to an audit in accordance with Article X.C. of this Agreement to determine reasonableness, allocability, and allowability of such costs.

C. Except as provided in paragraph C.2. below, the Government, as it determines necessary for the *Project*, shall perform or ensure the performance of any mitigation activities or actions for historic properties or that are otherwise associated with historic preservation including data recovery activities.

1. Any costs incurred by the Government for such mitigation activities, except for data recovery activities associated with historic preservation, shall be included in *total project costs* and shared in accordance with the provisions of this Agreement.

2. In the event that the Government determines that mitigation activities or actions other than data recovery activities associated with historic preservation are required for construction of the *non-Federal work*, and if the Government and the Non-Federal Sponsor agree in writing that the Non-Federal Sponsor should perform such activities or actions, the Non-Federal Sponsor shall perform such activities or actions in accordance with the written directions of the Government. The Non-Federal Sponsor shall perform the agreed upon activities or actions prior to construction of the *non-Federal work*. Any costs incurred by the Non-Federal Sponsor in accordance with the provisions of this paragraph shall be included in the costs for *non-Federal work* subject to an audit in accordance with Article X.C. of this Agreement to determine reasonableness, allocability, and allowability of such costs.

3. As specified in Section 7(a) of Public Law 86-523, as amended by Public Law 93-291 (16 U.S.C. 469c(a)), the costs of data recovery activities associated with historic preservation shall be borne entirely by the Government and shall not be included in *total project costs*, up to the statutory limit of one percent of the *Section 544 Project Limit*.

4. The Government shall not incur costs for data recovery activities associated with historic preservation that exceed the statutory one percent limit specified in paragraph C.3. of this Article unless and until the Assistant Secretary of the Army (Civil Works) has waived that limit and the Secretary of the Interior has concurred in the waiver in accordance with Section 208(3) of Public Law 96-515, as amended (16 U.S.C. 469c-2(3)). Any costs of data recovery activities associated with historic preservation that exceed the one percent limit shall not be included in *total project costs* but shall be shared between the Non-Federal Sponsor and the Government consistent with the cost sharing requirements for aquatic ecosystem restoration, as follows: 35 percent will be borne by the Non-Federal Sponsor and 65 percent will be borne by the Government.

D. If, during its performance of *relocations*, construction of improvements required on lands, easements, and rights-of-way to enable the disposal of dredged or excavated material in accordance with Article III of this Agreement, or performance of the *non-Federal work*, the Non-Federal Sponsor discovers historic properties or other cultural resources that have not been evaluated in accordance with this Article, the Non-Federal Sponsor shall provide prompt written notice to the Government of such discovery. The Non-Federal Sponsor shall not proceed with performance of the *relocation*, construction of the improvement, or performance of the *non-Federal work* that is related to such discovery until the Government provides written notice to the Non-Federal Sponsor that it should proceed with such work.

ARTICLE XVIII – TRIBAL SOVEREIGN IMMUNITY

By _____ dated _____, the Non-Federal Sponsor waived any sovereign immunity that it may possess from suit by the United States in an appropriate Federal Court related to the provisions, terms, and conditions contained in this Agreement. Further, such _____ authorized Tribal Chairman to include such waiver as part of this Agreement. Accordingly, the Non-Federal Sponsor hereby waives any sovereign immunity that it may possess from suit by the United States in an appropriate Federal Court to: (1) enforce the terms and conditions of this Agreement; (2) recover damages for any breach of the terms and conditions of this Agreement; and (3) seek indemnification or contribution based on the Non-Federal Sponsor's obligations under Article IX of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, which shall become effective upon the date it is signed by the.

DEPARTMENT OF THE ARMY

BY: _____
ANTHONY O. WRIGHT
Colonel, Corps of Engineers
District Engineer

DATE: _____

TULALIP TRIBES OF WASHINGTON

BY: _____
MEL SHELDON
Chairman of the Tulalip Tribes

DATE: _____

CERTIFICATE OF AUTHORITY

I, _____, do hereby certify that I am the principal legal officer of the Tulalip Tribes of Washington, that the Tulalip Tribes of Washington is a legally constituted public body with full authority and legal capability to perform the terms of the Agreement between the Department of the Army and the Tulalip Tribes of Washington in connection with the Qwuloolt Ecosystem Restoration Project, and to pay damages, if necessary, in the event of the failure to perform in accordance with the terms of this Agreement, as required by Section 221 of the Flood Control Act of 1970, Public Law 91-611, as amended (42 U.S.C. 1962d-5b), and that the persons who have executed this Agreement on behalf of the Tulalip Tribes of Washington have acted within their statutory authority.

IN WITNESS WHEREOF, I have made and executed this certification this _____ day of _____ 20___.

_____
TIM BREWER
Reservation Attorney

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

_____

MEL SHELDON
Chairman of the Tulalip Tribes

DATE: _____

March 2011

Milestone Report By Project

Project Number: 09-1277 R
Project Name: Qwuloolt Estuary Restoration - Construction
Sponsor: Tulalip Tribe
Project Manager: Kay Caromile

		Project Start	10/16/2009	
X	!	Cultural Resources Complete	10/16/2009	Completed in 2008
X	!	Applied for Permits	03/01/2010	Federal permits were submitted i
		A&E Plans Submitted	06/01/2011	90% Designs
		Monitor/Steward Plan Submitted	04/01/2011	NOAA Monitoring Plan
		RFP Complete	07/01/2011	Invitation to Bid
		Bid Awarded/Contractor Hired	08/01/2011	
		Construction Started	08/15/2011	
	!	Annual Project Billing	03/15/2011	and at least once per year therea
	!	Progress Report Submitted	03/15/2011	
	!			
	!	Annual Project Billing	09/30/2011	
	!	Progress Report Submitted	09/30/2011	
		Construction Complete	11/01/2011	
	!	Agreement End Date	01/01/2012	
		Monitoring Complete	01/01/2012	
		Final Docs/Billing to Mgmt Agy	03/01/2012	

X = Milestone Complete

! = Critical Milestone

Narrative Report

Project Number: 09-1277 R
Project Name: Qwuloolt Estuary Restoration - Construction
Project Sponsor: Tulalip Tribe

Category Application
Date October 22, 2009
LogonID KayC
Narrative Yes, that's fine. I'll fit them in. If I need to use our standard category, I'll be sure you're revised text goes in the description. A thing to note is that we will be requiring twice yearly progress reports, so I will add that you your list, along with our annual billing requirements.

Thanks, Maria!
-Kay

Kay Caromile, SRFB Grant Manager
RCO/Salmon Recovery Funding Board
P.O. Box 40917
1111 Washington Street
Olympia WA 98504-0917
Ph (360) 902-2639
Fax (360) 902-3026
kay.caromile@rco.wa.gov
Web Site: www.rco.wa.gov

From: Maria Calvi [mailto:mcalvi@tulaliptribes-nsn.gov]
Sent: Tuesday, October 20, 2009 1:03 PM
To: Caromile, Kay (RCO)
Cc: timothy.walls@co.snohomish.wa.us; Kurt Nelson
Subject: RE: klein and qwuloolt were approved for early PSAR funding!

Kay,
Could we modify our milestone worksheet? All of the categories are retained just reordered and renamed slightly.

Milestone	Target Date	Comments/Description
Project Start	01.01.10	
Applied for Permits	03.01.10	Fed Permits Submitted 2009
Cultural Resources Completed		Completed 2008
A&E Plans Submitted	04.01.10	90% Designs
Monitor/Steward Plan Submitted	04.01.10	
IFB (Invitation for Bid)	05.01.10	
Bid Awarded/Contractor Hired	06.01.10	
Construction Started	07.01.10	
Progress Report Submitted	01.01.11	Annual Progress Report
Construction Complete	11.01.11	
Project Complete	01.01.12	
Monitoring Complete	01.01.12	
Final Docs/Billing to Mgmt Agy	03.01.12	

:

Maria Calvi
Restoration Ecologist
Tulalip Tribes Natural Resources
6406 Marine Drive
Tulalip, WA 98271
ph: (360) 716-4597

fx: (360) 716-0219
mcalvi@tulaliptribes-nsn.gov

From: Caromile, Kay (RCO) [mailto:Kay.Caromile@rco.wa.gov]
Sent: Friday, October 16, 2009 2:02 PM
To: JASON GRIFFITH; Maria Calvi; Kurt Nelson
Cc: Edwards, Sean; PAT STEVENSON; Walls, Timothy
Subject: klein and qwuloolt were approved for early PSAR funding!

The two projects were approved for early PSAR funding at the SRFB meeting today! Now we can start working on contracts. The first step is to please fill out the attached milestone worksheets.

Let me know if you have any questions, Kay

RECREATION AND CONSERVATION OFFICE

FORM A-19 State of Washington

EMAILED 3-16-15

INVOICE VOUCHER

Agency Name
Recreation and Conservation Office P.O. Box 40917 Olympia, WA 98504-0917

Sponsor
Tulalip Tribe Dave Wilber 6406 Marine Dr Tulalip, WA 98271

Sponsor's Certificate. I hereby certify under penalty of perjury that the items and totals listed herein are proper charges for materials, merchandise or services furnished to the State of Washington, and that all goods furnished and/or services rendered have been provided without discrimination because of age, sex, marital status, race, creed, color, national origin, handicap, religion or Vietnam era or disabled veterans status.

BY Dave Wilber

Programs/ Budget Administrator March 13, 2015

(TITLE) (DATE)

Category 4: Backup documentation to be submitted upon request

To Be Completed By Sponsor

Project Number / Project Name	Billing #	Billing Period From:	To:	This is a Final Billing?
09-1277 R Qwuloolt Estuary Restoration - Construction	8	1-1-2015	3-31-2015	Yes [ ] No [X]

CATEGORIES:	Project Agreement	Previous Expenditures To Date: Expenditure	Non-Reimbursable Amount	Total	Costs For This Billing: Expenditures	Non-Reimbursable Match	Total
				$0.00			
Construction	$1,588,983.37	$1,261,453.84	$423,276.50	$1,684,730.34	147,000.00	0.00	147,000.00
AA&E	$317,796.68	$35,634.28	$3,762.68	$39,396.96	0.00	0.00	0.00
Development Total	$1,906,780.05	$1,297,088.12	$427,039.18	$1,724,127.30	147,000.00	0.00	147,000.00
	$1,906,780.05	$1,297,088.12	$427,039.18	$1,724,127.30	147,000.00	0.00	147,000.00

FUNDING & EXPENDITURE FORMULA
For RCO Use ONLY

Agreement Information			Previous RCO Reimbursements		
Sponsor:	20.97777%	$400,000.00	Total Billed	$1,724,127.30	
RCO Federal:			Share Billed	$1,575,326.57	
RCO: ALEA	23.95557%	$456,780.05	Share Approved	$1,297,088.12	86.08%
RCO: PSAR	55.06666%	$1,050,000.00	Advance Balance	$0.00	
			Match Owed Balance	$0.00	
			Share Retained	$0.00	
			Share Paid	$1,297,088.12	86.08%
Agreement Total:	100.00000%	$1,906,780.05	Match Bank	$82,705.41	

Doc Date	Current Doc. No		Ref Doc#	Vendor Number	Vendor Message	
3-26-15	15214543		8261	SWV0012216-00	09-1277 R	

Tran Code	Fund	Appn Index	Prog Index	Sub Obj/SubSub Obj	Project #	Amount	Billing #
210	057	I03	98401	NZ	8261		8
210	057	I13	95000	NZ	8261		8
210	057	J07	98401	NZ	8261	59,013.93	8

Certification For Payment

Project Manager/Date: Elizabeth Butler 3/25/15

Accounting/Date: 3-26-15

INTERIM BILLING CHECKLIST - PAGE 1
Invoice #8, Received Date: 3/19/2015
Billing Period: 010115-033115

☐ PRIORITY PAYMENT
Backlog Date: 04/29/2016

PROJECT INFORMATION

Project #:	09-1277	**Contract Period:**	10/16/2009 to 12/31/2015
Project Type:	Restoration	**Primary Program:**	PSAR
Sponsor:	Tulalip Tribe	**Pending Amendment:**	No
Project Name:	Qwuloolt Estuary Restoration - Construction	**Admin Limit:**	5.00%
Project Contact:	Kurt Nelson	**A&E Limit:**	20.00%
Phone #:	(360) 716-4617	**Fiscal Year:**	2010

FINANCIAL INFORMATION (includes data for this pending billing)

bal of 626691.93 > release this payment?

RCO Amt:	$1,506,780.05	79.022227%	**Retainage (Withheld) Paid:**	-$87,986.07	
Match Amt:	$400,000.00	20.977773%	**Retainage (Withheld) to Date:**	-$87,986.07	
			Planned Retainage:	10.00%	
Proposed Payment:	$59,013.93		**Advance Balance:**	$0.00	
Proposed Payment to Date:	$1,356,102.05		**Match Bank Balance:**	$43.681.80	
Other "In Process" Invoices:	$0.00		**Match Owed Balance:**	$0.00	
Total RCO Paid to Date:	$1,297,088.12	86.08%	**Final Billing:**	No	
			Total Cost Exceeded:	No	
A&E Reported to Date:	$39,396.96	12.39%	**A&E Limit Exceeded:**	No	
Admin Reported to Date:	$0.00	0.00%	**Admin Limit Exceeded:**	No	

FISCAL STAFF

Review For

- ✓ Required docs
- ✓ Acceptable dates
- ✓ Accurate math
- ✓ Questionable costs

GRANT MANAGER (Elizabeth Butler)

Review

- ✓ Eligible costs
- ✓ Milestones
- ✓ Narrative
- ☐ Special Conditions
- ☐ Acquisition docs
- ☐ Batch edits
- ✓ Sign A-19

Final Billing

- ☐ Final Inspection
- ☐ Review as built plans/parcel maps, other plans
- ☐ Amend legal description/ scope
- ☐ Worksites updated
- ☐ Accept final report

Fiscal Action Needed

- ✓ Pay as calculated
- ☐ Update and pay
- ☐ Adjust retainage to _____%
- ☐ Close short / close project
- ☐ Close short / leave active
- ☐ Close project
- ☐ Delete billing and recycle
- ☐ Delete and return to sponsor
- ☐ Closed Not Completed - Reason _____

Comments/Questions

Are these direct costs we should be charging to the PSAR grant?

Fiscal Notes Pay out of ALEA before PSAR

Entered By:	KB	**Date:** 03/19/2015	**GM Initials:**	ECb	**Date:** 3/25/15

INTERNAL BILLING CHECKLIST - PAGE 2

Project Number: 09-1277 **RCO Billing #:** 8

Work Types

Worksite	Category	Work Type
#1, Qwuloolt	Architectural & Engineering	Architectural & Engineering (A&E)
#1, Qwuloolt	Cultural Resources	Cultural resources
#1, Qwuloolt	Estuarine / Nearshore Project	Channel modification
#1, Qwuloolt	Estuarine / Nearshore Project	Creation of new estuarine area
#1, Qwuloolt	Estuarine / Nearshore Project	Dike Or berm modification / removal
#1, Qwuloolt	Estuarine / Nearshore Project	Estuarine plant removal / control
#1, Qwuloolt	Estuarine / Nearshore Project	Estuarine/nearshore planting
#1, Qwuloolt	Estuarine / Nearshore Project	Fill placement
#1, Qwuloolt	General restoration activities	Implementation monitoring
#1, Qwuloolt	General restoration activities	Restoration fencing and gates
#1, Qwuloolt	General restoration activities	Restoration signs
#1, Qwuloolt	Permits	Obtain permits
#1, Qwuloolt	Riparian Habitat Project	Planting

Milestones (Past Due or Critical)

Critical	Milestone	Target Date
X	Agreement End Date	12/31/2015
X	Final Design to RCO	02/28/2016
X	Progress Report Submitted	06/01/2015
X	Progress Report Submitted	09/30/2015

SPECIAL CONDITIONS:

INTERNAL BILLING CHECKLIST - PAGE 3

Project Number: 09-1277 **RCO Billing #:** 8

A. Sponsor Matching Fund Commitments:

1) The $490,649.52 of ALEA-required sponsor match associated with Project No. 06-1604 is not added to this project agreement because it is exceeded and satisfied by the $500,000.00 PSAR program funding.

2) The $90,000.00 PSAR required sponsor match associated with Project No. 09-1277 is removed from this project agreement because it is exceeded and satisfied by the $456,780.05 of ALEA program funding.

3) The balance of $366,780.05 in ALEA funds exceeds the $27,000 match (15%) required for the additional increment of PSAR funds awarded through this Amendment No. 7.

4) A balance of $339,780.05 in ALEA funds remains available to match future RCO funding.

5) On September 4, 2014, the SRFB subcommittee approved Amendment 10 to increase project funding by $400,000 of 09-11 PSAR, and requires the sponsor to provide at least a 1:1 match of $400,000 to afford an additional 42,000 CY of structural fill necessary to complete setback levee construction. Further, in order to reserve excess PSAR funding for return to the Puget Sound Partnership at the close of the project, the sponsor is required to first apply all other funding that is secured for this cost increase (e.g., NRCS, Tulalip Tribe, FPbD, NEP, etc.) towards payment of the materials contract, before requesting reimbursement of the PSAR funding.

B. The 06-1604 agreement will be changed to "Closed Not Complete" and restoration work will be completed under this 09-1277 project agreement.

C. In order to facilitate closing the 07-1624 Qwuloolt Design project agreement with submittal of 95% Draft Designs, the final design deliverables will be completed under this 09-1277 project agreement. As per SRFB Policy Manual 18b, Appendix E: Assessments and Designs - Standard Stages of Project Development Defined.

Final Project Design

The final design process should address and resolve all substantial issues that may have been raised in the permitting and stakeholder review process, so that all stakeholders agree on the final plans. As with the preliminary design work, preparation of the final design should be done under the supervision of a licensed professional engineer. Final Design tasks typically include the following:

1. Revision of preliminary design drawings
2. Preparation of additional detailed drawings as needed to clarify the design of specific work items
3. Preparation of technical specifications to fully describe each part of the work.
4. Preparation of a final construction cost estimate
5. Preparation of contract bidding documents and general contract conditions
6. Permits and cultural resource review.

Final Project Design would conclude with a comprehensive and detailed set of project drawings, technical specifications, and contract documents (if the project is to be advertised for contractor bidding). An "Engineer's Estimate" of construction cost should also be prepared by the designer, for comparison with estimates provided by general contractors (bids).

Cost Report - Development and Restoration

Sponsor Name: Tulalip Tribes
Project Name: Qwuloolt Estuary Restoration Construction
Worksite Name: Qwuloolt Worksite

RCO Project Number: 09-1277R
RCO Invoice Number: 8

Payment Date	Vendor/Employee	Description of Work or Items Purchased	Transaction Number	Expenditure (a)	Non-Reimbursable Amount (b)	Total (a+b)
Construction						
3/13/2015	USAED - Corps	Levee Const. - Contribution	5224	147,000.00		147,000.00
		result of materials delay				
			Construction Labor Donation Total (from Labor Donation Report)			
			Other Construction Donations Total (from Other Donations Report)			
			Construction Total (carry forward to A-19)	✓ 147,000.00		147,000.00
Architectural & Engineering (A&E) and Administration						
			Architectural & Engineering and Administration Labor Donation Total (from Labor Donation Report)			
			Other Architectural & Engineering and Administration Donations Total (from Other Donations Report)			
			Architectural & Engineering and Administration Total (carry forward to A-19)			
			Grand Total (carry forward to A-19)	147,000.00		147,000.00

REQUISITION

00005224-00 FY 2015

BILL TO

Attn: Accounts Payables
6406 Marine Drive

Tulalip , WA 98271
fin-ap@tulaliptribes-nsn.gov

VENDOR

FAO, USAED, SEATTLE DISTR
ATTN: PAT CAGNEY
PO BOX 3755

SEATTLE, WA 98124

SHIP TO

Attn: Accounts Payables
6406 Marine Drive

Tulalip, WA 98271
fin-ap@tulaliptribes-nsn.gov

Delivery Reference
TAWNYA CORTEZ/KURT NELSON

DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	FREIGHT METHOD/TERMS	DEPARTMENT/LOCATION
03/13/15	002251			Check Order - Grants

LN	DESCRIPTION	QTY	UOM	UNIT PRICE	NET PRICE
001	PROJECT PARTNERSHIP AGREEMENT - PAYMENT (5).	1.00	Each	147000.000	147,000.00

Ship To
Attn: Accounts Payables
6406 Marine Drive

Tulalip, WA 98271

Delivery Reference
TAWNYA CORTEZ/KURT NELSON

REQ TOTAL 147,000.00

** END OF REPORT - Generated by Dave Wilbur **

DEVELOPMENT/RESTORATION CHECKLIST

Sponsor Name: Tulalip Tribes **IAC Project Number: 09-1277R**

Project Name: Qwuloolt Estuary Rest.-Construction **IAC Invoice Voucher Number #8**

√	**Elements**
√	A-19 Invoice Voucher
☐	Development Expenditure Summary – Form IAC 207
☐	Development Non-Reimburseable Summary -- Form 208
☐	Donation Forms (if applicable): ☐ Donated Unskilled Labor Contributions – Form IAC 205a **Donated Professional and Skilled Labor Contributions – Form IAC 205b** ☐ Donated Equipment Contributions – Form IAC 205c ☐ Donated Materials/Stock/Vehicles Contributions – Form IAC 205d
☐	Construction Plans and Specifications (if not previously submitted)
☐	Development Final Report Form IAC 204 (if appropriate)
☐	Retain detailed construction, donation records and proof of payment

Progress Report

List work accomplished for billing period.

Restoration activities reported here, under this grant are for levee construction. The activities reported occurred between 10/1/2014 and 3/31/2015. Expenditures were in support of the USACOE, a major partner that is tasked with completing levee construction and breaching the old levee.

The USACOE contractor restarted levee construction in October after additional levee material was delivered to the site in September and October. The contractor anticipated having the levee completed in September and based their costs on completing the levee by that time. Delivery of new material could not be completed until the middle of October, which resulted in construction occurring later under deterriorated site condtions, that also reduced construction efficiencies. Delays and reduced efficiencies resulted in increased construction costs. The invoiced expenditures cover the local sponsors required contribution to cover the added construction costs in October and November. Construction for the surcharge phase of the levee was completed in November, 3950 feet of levee up built up to to 15.5 feet in elevation.

PSAR funds contributed to material purchasing and delivery, material testing and management and contributing to levee construction.

Expenditures are reported in the Cost Report - Development and Restoration

Freeman, Kiko (RCO)

From: Kurt Nelson <knelson@tulaliptribes-nsn.gov>
Sent: Friday, March 13, 2015 4:05 PM
To: RCO MI Billing (RCO)
Cc: Butler, Elizabeth (RCO)
Subject: 1st Quarter Billing for 09-1277R - Qwuloolt Estuary Restoration - Construction
Attachments: qwuloolt Invoice Voucher #8 09-1277 R.pdf

I have attached a billing for the referenced project.

Thank You

Kurt Nelson
Tulalip Tribes
Environmental Division Manager
6406 Marine Dr.
Tulalip, WA 98271

RECREATION AND CONSERVATION OFFICE

FORM A-19 State of Washington **EMAILED**

INVOICE VOUCHER 1-20-15

Agency Name
Recreation and Conservation Office P.O. Box 40917 Olympia, WA 98504-0917

Sponsor
Tulalip Tribe Dave Wilber 6406 Marine Dr Tulalip, WA 98271

Sponsor's Certificate. I hereby certify under penalty of perjury that the items and totals listed herein are proper charges for materials, merchandise or services furnished to the State of Washington, and that all goods furnished and/or services rendered have been provided without discrimination because of age, sex, marital status, race, creed, color, national origin, handicap, religion or Vietnam era or disabled veterans status.

BY Dave Wilber

Programs/ Budget Administrator 1-26-2015

(TITLE) (DATE)

Category 4: Backup documentation to be submitted upon request

To Be Completed By Sponsor

Project Number 09-1277 R
Project Name Qwuloolt Estuary Restoration - Construction

Billing # 7

Billing Period From: 4-1-2014 To: 12-31-2014

This is a Final Billing? Yes [ ] No [X]

CATEGORIES:	Project Agreement	Previous Expenditures To Date: Expenditure	Non-Reimbursable Amount	Total	Costs For This Billing: Expenditures	Non-Reimbursable Match	Total
				$0.00			
Construction	$1,588,983.37	$988,531.76	$0.00	$988,531.76	272,922.08	423,276.50	696,198.58
AA&E	$317,796.68	$35,634.28	$3,762.68	$39,396.96	-0-	-0-	-0-
Development Total	$1,906,780.05	$1,024,166.04	$3,762.68	$1,027,928.72	272,922.08	423,276.50	696,198.58
	$1,906,780.05	$1,024,166.04	$3,762.68	$1,027,928.72	272,922.08	423,276.50	696,198.58

FUNDING & EXPENDITURE FORMULA
For RCO Use ONLY

Agreement Information			Previous RCO Reimbursements		
Sponsor:	20.97777%	$400,000.00	Total Billed	$1,027,928.72	
RCO Federal:			Share Billed	$1,025,174.95	
RCO: ALEA	23.95557%	$456,780.05	**Share Approved**	$1,024,166.04	67.97%
RCO: PSAR	55.06666%	$1,050,000.00	Advance Balance	$0.00	
			Match Owed Balance	$0.00	
			Share Retained	($28,063.99)	-1.86%
			Share Paid	$996,102.05	66.10%
Agreement Total:	100.00000%	$1,906,780.05	Match Bank	$3,762.68	

Doc Date	Current Doc. No.		Ref Doc#	Vendor Number	Vendor Message	
1-27-15	15193999		8261	SWV0012216-00	09-1277 R	
Tran Code	**Fund**	**Appn Index**	**Prog Index**	**Sub Obj/SubSub Obj**	**Project #**	**Amount**	**Billing #**
210	057	I03	98401	NZ	8261	110,678.00	7
210	057	I13	95000	NZ	8261		7
210	057	J07	98401	NZ	8261	190,308.07	7

Certification For Payment

Project Manager/Date: Elizabeth 1/27/15

Accounting/Date: 1-27-15

INTERIM BILLING CHECKLIST - PAGE 1
Invoice #7, Received Date: 1/26/2015
Billing Period: 040114-123114

☐ PRIORITY PAYMENT
Backlog Date: 04/29/2016

PROJECT INFORMATION

Project #:	09-1277	**Contract Period:**	10/16/2009 to 12/31/2015
Project Type:	Restoration	**Primary Program:**	PSAR
Sponsor:	Tulalip Tribe	**Pending Amendment:**	No
Project Name:	Qwuloolt Estuary Restoration - Construction	**Admin Limit:**	5.00%
Project Contact:	Kurt Nelson	**A&E Limit:**	20.00%
Phone #:	(360) 716-4617	**Fiscal Year:**	2010

FINANCIAL INFORMATION (includes data for this pending billing)

RCO Amt:	$1,506,780.05	79.022227%		**Retainage (Withheld) Paid:**	$28,063.99
Match Amt:	$400,000.00	20.977773%		**Retainage (Withheld) to Date:**	$0.00
				Planned Retainage:	10.00%
Proposed Payment:		$300,986.07	< $272,922.08 + $28,063.99	**Advance Balance:**	$0.00
Proposed Payment to Date:		$1,297,088.12		**Match Bank Balance:**	$82.705.41
Other "In Process" Invoices:		$0.00		**Match Owed Balance:**	$0.00
Total RCO Paid to Date:		$996,102.05	66.11%	**Final Billing:**	No
				Total Cost Exceeded:	No
A&E Reported to Date:		$39,396.96	12.39%	**A&E Limit Exceeded:**	No
Admin Reported to Date:		$0.00	0.00%	**Admin Limit Exceeded:**	No

FISCAL STAFF

Review For

- ☑ Required docs
- ☑ Acceptable dates
- ☑ Accurate math
- ☑ Questionable costs

GRANT MANAGER (Elizabeth Butler)

Review

- ☑ Eligible costs
- ☑ Milestones
- ☑ Narrative
- ☐ Special Conditions
- ☐ Acquisition docs
- ☐ Batch edits
- ☑ Sign A-19

Final Billing

- ☐ Final Inspection
- ☐ Review as built plans/parcel maps, other plans
- ☐ Amend legal description/ scope
- ☐ Worksites updated
- ☐ Accept final report

Fiscal Action Needed

- ☑ Pay as calculated
- ☐ Update and pay
- ☐ Adjust retainage to _____%
- ☐ Close short / close project
- ☐ Close short / leave active
- ☐ Close project
- ☐ Delete billing and recycle
- ☐ Delete and return to sponsor
- ☐ Closed Not Completed - Reason _____

Comments/Questions

Retainage withheld $28,063.99 (billing #6) is reversed due to the cost change applied on 10/31/14.

thankyou.

Fiscal Notes Pay out of ALEA before PSAR

Entered By:	KF	**Date:** 01/26/2015	**GM Initials:**	eeb	**Date:** 1/27/15

INTERNAL BILLING CHECKLIST - PAGE 2

Project Number: 09-1277 **RCO Billing #:** 7

Work Types

Worksite	Category	Work Type
#1, Qwuloolt	Architectural & Engineering	Architectural & Engineering (A&E)
#1, Qwuloolt	Cultural Resources	Cultural resources
#1, Qwuloolt	Estuarine / Nearshore Project	Channel modification
#1, Qwuloolt	Estuarine / Nearshore Project	Creation of new estuarine area
#1, Qwuloolt	Estuarine / Nearshore Project	Dike Or berm modification / removal
#1, Qwuloolt	Estuarine / Nearshore Project	Estuarine plant removal / control
#1, Qwuloolt	Estuarine / Nearshore Project	Estuarine/nearshore planting
#1, Qwuloolt	Estuarine / Nearshore Project	Fill placement
#1, Qwuloolt	General restoration activities	Implementation monitoring
#1, Qwuloolt	General restoration activities	Restoration fencing and gates
#1, Qwuloolt	General restoration activities	Restoration signs
#1, Qwuloolt	Permits	Obtain permits
#1, Qwuloolt	Riparian Habitat Project	Planting

Milestones (Past Due or Critical)

Critical	Milestone	Target Date
X	Annual Project Billing	11/30/2014
X	Progress Report Submitted	06/01/2015
X	Progress Report Submitted	09/30/2015
X	Agreement End Date	12/31/2015
X	Final Design to RCO	02/28/2016

SPECIAL CONDITIONS:

INTERNAL BILLING CHECKLIST - PAGE 3

Project Number: 09-1277 **RCO Billing #:** 7

A. Sponsor Matching Fund Commitments:

1) The $490,649.52 of ALEA-required sponsor match associated with Project No. 06-1604 is not added to this project agreement because it is exceeded and satisfied by the $500,000.00 PSAR program funding.

2) The $90,000.00 PSAR required sponsor match associated with Project No. 09-1277 is removed from this project agreement because it is exceeded and satisfied by the $456,780.05 of ALEA program funding.

3) The balance of $366,780.05 in ALEA funds exceeds the $27,000 match (15%) required for the additional increment of PSAR funds awarded through this Amendment No. 7.

4) A balance of $339,780.05 in ALEA funds remains available to match future RCO funding.

5) On September 4, 2014, the SRFB subcommittee approved Amendment 10 to increase project funding by $400,000 of 09-11 PSAR, and requires the sponsor to provide at least a 1:1 match of $400,000 to afford an additional 42,000 CY of structural fill necessary to complete setback levee construction. Further, in order to reserve excess PSAR funding for return to the Puget Sound Partnership at the close of the project, the sponsor is required to first apply all other funding that is secured for this cost increase (e.g., NRCS, Tulalip Tribe, FPbD, NEP, etc.) towards payment of the materials contract, before requesting reimbursement of the PSAR funding.

B. The 06-1604 agreement will be changed to "Closed Not Complete" and restoration work will be completed under this 09-1277 project agreement.

C. In order to facilitate closing the 07-1624 Qwuloolt Design project agreement with submittal of 95% Draft Designs, the final design deliverables will be completed under this 09-1277 project agreement. As per SRFB Policy Manual 18b, Appendix E: Assessments and Designs - Standard Stages of Project Development Defined.

Final Project Design

The final design process should address and resolve all substantial issues that may have been raised in the permitting and stakeholder review process, so that all stakeholders agree on the final plans. As with the preliminary design work, preparation of the final design should be done under the supervision of a licensed professional engineer. Final Design tasks typically include the following:

1. Revision of preliminary design drawings
2. Preparation of additional detailed drawings as needed to clarify the design of specific work items
3. Preparation of technical specifications to fully describe each part of the work.
4. Preparation of a final construction cost estimate
5. Preparation of contract bidding documents and general contract conditions
6. Permits and cultural resource review.

Final Project Design would conclude with a comprehensive and detailed set of project drawings, technical specifications, and contract documents (if the project is to be advertised for contractor bidding). An "Engineer's Estimate" of construction cost should also be prepared by the designer, for comparison with estimates provided by general contractors (bids).

Cost Report - Development and Restoration

Sponsor Name: Tulalip Tribes
Project Name: Qwuloolt Estuary Restoration Construction
Worksite Name: Qwuloolt Worksite

RCO Project Number: 09-1277R
RCO Invoice Number: 7

Payment Date	Vendor/Employee	Description of Work or Items Purchased	Transaction Number	Expenditure (a)	Non-Reimbursable Amount (b)	Total (a+b)
Construction						
5/15/2014	USAED - Corps	Levee Const. - Contribution	395131	42,000.00		42,000.00
5/22/2014	Reece Trucking and Excavating	Levee Material Blending and Stacking	395503	27,614.00		27,614.00
9/26/2014	Sheldon Enterprises	Levee Material Purchase and Delivery	402800		90,345.00	90,345.00
11/5/2014	Sheldon Enterprises	Levee Material Purchase and Delivery	405016		232,222.87	232,222.87
11/26/2014	Reece Trucking and Excavating	Levee Material Purchase and Delivery	406319	196,763.08	100,708.63	297,471.71
11/26/2014	GeoTest	Material Testing	406283	6,545.00		6,545.00
		Construction Labor Donation Total (from Labor Donation Report)				
		Other Construction Donations Total (from Other Donations Report)				
		Construction Total (carry forward to A-19)		272,922.08	423,276.50	696,198.58
Architectural & Engineering (A&E) and Administration						
		Architectural & Engineering and Administration Labor Donation Total (from Labor Donation Report)				
		Other Architectural & Engineering and Administration Donations Total (from Other Donations Report)				
		Architectural & Engineering and Administration Total (carry forward to A-19)				
		Grand Total (carry forward to A-19)		272,922.08	423,276.50	696,198.58

THE TULALIP TRIBES

Board of Directors:

Herman Williams Sr., Chairman
Les Parks, Vice-Chairman
Glen Gobin, Treasurer
Marie Zackuse, Secretary
Marlin Fryberg Jr., Board Member
Deborah Parker, Board Member
Theresa Sheldon, Board Member
Misty Napeahi, Interim General Manager

NATURAL AND CULTURAL
RESOURCE DEPARTMENT

6406 Marine Drive
Tulalip, WA 98271-9694
(360) 716-4480
FAX (360) 716-0642

The Tulalip Tribes are the successors in interest to the Snohomish, Snoqualmie, and Skykomish tribes and other tribes and band signatory to the Treaty of Point Elliott

January 26, 2015

Elizabeth Butler
Recreation and Conservation Office
PO Box 40917
Olympia WA 98504 -0917

RE: RCO A-19 Invoice Voucher and Supporting Documents
Invoice No. 7 for RCO Project Number: 09-1277R

Dear Elizabeth,

Enclosed are The Tulalip Tribes A-19 Invoice Voucher and other supporting documents for the above referenced project for the period 4-1-2014 through 12-31-14 totaling $272,922.08 to be reimbursed and $423,276.50 Non-Reimbursable Match.

Please call me at (360) 716-4631 or Kurt Nelson at (360) 716-4631 should you have any questions or need additional information. Thank you!

Sincerely,
THE TULALIP TRIBES

Dave Wilbur
The Tulalip Tribes
Natural Resources Department
Programs/ Budget Administrator
(360) 716-4631
dwilbur@tulaliptribes-nsn.gov

DEVELOPMENT/RESTORATION CHECKLIST

Sponsor Name: Tulalip Tribes **IAC Project Number: 09-1277R**

Project Name: Qwuloolt Estuary Rest.-Construction **IAC Invoice Voucher Number #7**

√	Elements
√	A-19 Invoice Voucher
√	Development Expenditure Summary – Form IAC 207
☐	Development Non-Reimburseable Summary -- Form 208
☐	Donation Forms (if applicable): ☐ Donated Unskilled Labor Contributions – Form IAC 205a Donated Professional and Skilled Labor Contributions – Form IAC 205b ☐ Donated Equipment Contributions – Form IAC 205c ☐ Donated Materials/Stock/Vehicles Contributions – Form IAC 205d
☐	Construction Plans and Specifications (if not previously submitted)
☐	Development Final Report Form IAC 204 (if appropriate)
☐	Retain detailed construction, donation records and proof of payment

Progress Report

List work accomplished for billing period.

Restoration activities under this grant are for levee construction between 4/1/2014 and 12/31/2014. The USACOE is a major partner and is tasked with completing levee construction with support from the Tribes.

The USACOE contractor restarted levee construction in June. Levee material on site was blended and stacked to meet Corps material specification. An additional 89,500 tons of new material was delivered during the reporting period. The amount of new material delivered was based on estimated need agreed to in January and previously processed 14,000 cy of stockpiled material that the Corps decided did not meet their material specifications. The material previously met surcharge specifications. Construction for the surcharge phase of the levee was completed in November, 3950 feet of levee up to 15.5 feet in elevation.

Construction of interior work elements by the Tribes continued in 2014 . Work continued on channels, berms, and ditch filling. Channel construction included approximately 100 feet of large channel and 600 feet of small channel. Other interior site constructon included 1200 feet of ditch filling, 850 feet of berm construction, and additional stormwater pond excavation - partial excavation of 0.5 acres.

PSAR funds contributed to material purchasing and delivery, material testing and management and contributing to levee construction.

FROM 2014 04 TO 2014 12

ACCOUNTS FOR: 8202 QWULOOLT ESTUARY RESTORATION	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	ACTUALS	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
50141 QWULOOLT ESTUARY - TRAIL							
8202-50141-40110- INC - GRANT	-82,614	-400,000	-482,614	-272,922.08	.00	-209,691.88	56.6%
8202-50141-40120- INC - INKIND - TRIBAL MATCH	0	-400,000	-400,000	.00	.00	-400,000.00	.0%
8202-50141-84120- CONSULTANT	82,614	400,000	482,614	272,922.08	.00	209,691.88	56.6%
8202-50141-98250- IN-KIND EXPENSE	0	400,000	400,000	.00	.00	400,000.00	.0%
TOTAL QWULOOLT ESTUARY - TRAIL	0	0	0	.00	.00	.00	.0%
TOTAL QWULOOLT ESTUARY RESTORATION	0	0	0	.00	.00	.00	.0%
TOTAL REVENUES	-82,614	-800,000	-882,614	-272,922.08	.00	-609,691.88	
TOTAL EXPENSES	82,614	800,000	882,614	272,922.08	.00	609,691.88	

Org: 8250 090 Object: 84120
CONSULTANT 8202-50141-84120-

YEAR	PER	JOURNAL	EFF DATE	SRC	T	PO/REF2	REFERENCE	AMOUNT	P	CHECK NO	WARRANT	VDR NAME/ITEM DESC	COMMENTS
2014	11	000781	11/26/2014	API		14023064	W KIM11-26	6,545.00	Y	406283	KIM11-26	GEOTEST SERVICES,	QWULOOLT
2014	11	000781	11/26/2014	API		14023186	W KIM11-26	196,763.08	Y	406319	KIM11-26	REECE TRUCKING &	3" LECY F
2014	05	000641	05/22/2014	API	1	14009233	W KIM5-22	27,614.00	Y	395503	KIM5-22	REECE TRUCKING &	PROGRESS
2014	05	000415	05/15/2014	API	1	14008801	W KIM5-15	42,000.00	Y	395131	KIM5-15	FAO, USAED, SEATT	PROJECT P

Total Amount: 272,922.08

** END OF REPORT - Generated by Dave Wilbur **

Org: 5013 010 Object: 84120
CONSULTANT 5013-50287-84120-

YEAR	PER	JOURNAL	EFF DATE	SRC	T	PO/REF2	REFERENCE	AMOUNT	P	CHECK NO	WARRANT	VDR NAME/ITEM DESC	COMMENTS
2014	11	000781	11/26/2014	API		14023186	W KIM11-26	100,708.63	Y	406319	KIM11-26	REECE TRUCKING &	3" LECY F
2014	11	000139	11/05/2014	API		14021238	W KIM11-06	3,195.00	Y	404979	KIM11-06	GEOTEST SERVICES,	PHASEE II
2014	11	000139	11/05/2014	API		14021253	W KIM11-06	116,096.37	Y	405016	KIM11-06	SHELDON ENTERPRIS	TONNAGE A
2014	10	001284	10/30/2014	API		14021187	W KIM10-30	14,110.32	Y	404635	KIM10-30	REECE TRUCKING &	PROGRESS

Total Amount: 234,110.32

** END OF REPORT - Generated by Dave Wilbur **

Match

••O••CA

100•708•630000 +
116•096•370000 +
216•805•000000 +

Org: 1011 020 Object: 84120
CONSULTANT 1000-11070-84120-

YEAR	PER	JOURNAL	EFF DATE	SRC	T	PO/REF2	REFERENCE	AMOUNT	P	CHECK NO	WARRANT	VDR NAME/ITEM DESC	COMMENTS
2014	11	000139	11/05/2014	API		14021253	W KIM11-06	116,126.50	Y	405016	KIM11-06	SHELDON ENTERPRIS	TONNAGE A
2014	09	000892	09/26/2014	API		14018524	W KIM9-26	90,345.00	Y	402800	KIM9-26	SHELDON ENTERPRIS	TONAGE O
2014	09	000082	09/04/2014	API		14015682	W KIM9-4	277.69	Y	401392	KIM9-4	HERRERA ENVIRONME	PROJECT 1
2014	09	000082	09/04/2014	API		14015683	W KIM9-4	1,316.42	Y	401392	KIM9-4	HERRERA ENVIRONME	PROJECT 1
2014	09	000082	09/04/2014	API		14015681	W KIM9-4	1,606.61	Y	401392	KIM9-4	HERRERA ENVIRONME	PROJECT 1
2014	06	000351	06/12/2014	API		14010813	W KIM6-12	1,408.00	Y	396645	KIM6-12	GEOTEST SERVICES,	ENVIRO AS

Total Amount: 211,080.22

** END OF REPORT - Generated by Dave Wilbur **

Matsh

..O..CA

116.126.500000 +
90.345.000000 +
206.471.500000 *

TULALIP TRIBES GENERAL FUND Page 1 of 1 **Check Number: 00395131**

Invoice Date	Invoice Number	Description	Invoice Amount
01/27/2014	QWULOOLT 2014	PROJECT PARTNERSHIP AGREEMENT-QWULOOLT EDOSYSTEM PO# 14008801 GL-5500-50041-84120- $66,000.00 GL-8202-50141-84120- $42,000.00 GL-8303-50181-84120- $30,000.00	$138,000.00

Grant Amount

..0..CA

42,000.000000 +
27,614.000000 +
196,763.080000 +
6,545.000000 +
272,922.080000 *

Vendor No.	Vendor Name	Check No.	Check Date	Check Amount
2251	FAO, USAED, SEATTLE DISTR	00395131	05/15/2014	$138,000.00

GENERAL FUND
The Tulalip Tribes of Washington
6406 MARINE DRIVE
TULALIP, WA 98271

Check Date 05/15/2014
Check Number 00395131

$138,000.00

Pay One Hundred Thirty Eight Thousand Dollars and 00 cents ******

00395131

To The Order Of
FAO, USAED, SEATTLE DISTR
ATTN: PAT CAGNEY
PO BOX 3755
SEATTLE, WA 98124

FILE COPY

NON-NEGOTIABLE

TULALIP TRIBES GENERAL FUND Page 1 of 1 **Check Number: 00395503**

Invoice Date	Invoice Number	Description		Invoice Amount
05/12/2014	302-1	PROGRESS PMT-QWULOOLT/STOCKPILE PROJECTS PO# 14009233		$73,213.26
		GL-5121-50224-84120-	$36,340.00	
		GL-8202-50141-84120-	$27,614.00	
		GL-8303-50181-84120-	$9,259.26	

Vendor No.	Vendor Name	Check No.	Check Date	Check Amount
6482	REECE TRUCKING & EXCAVATING	00395503	05/22/2014	$73,213.26

GENERAL FUND
The Tulalip Tribes of Washington
6406 MARINE DRIVE
TULALIP, WA 98271

Check Date: 05/22/2014
Check Number: 00395503

$73,213.26

Pay Seventy Three Thousand Two Hundred Thirteen Dollars and 26 cents ******

00395503

To The Order Of
REECE TRUCKING & EXCAVATING
PO BOX 1531
MARYSVILLE, WA 98270

FILE COPY

NON-NEGOTIABLE

Invoice Date	Invoice Number	Description		Invoice Amount
10/22/2014	192-001	3" LECY FILL/MATERIAL FOR QWULOOLT WETLAND PO# 14023186		$297,471.71
		GL-5013-50287-84120-	$100,708.63	
		GL-8202-50141-84120-	$196,763.08	

Vendor No.	Vendor Name	Check No.	Check Date	Check Amount
6482	REECE TRUCKING & EXCAVATING	00406319	11/26/2014	$297,471.71

GENERAL FUND
The Tulalip Tribes of Washington
6406 MARINE DRIVE
TULALIP, WA 98271

Check Date	Check Number
11/26/2014	00406319

$297,471.71

Pay Two Hundred Ninety Seven Thousand Four Hundred Seventy One Dollars and 71 cents ******

00406319

To The Order Of
REECE TRUCKING & EXCAVATING
PO BOX 1531
MARYSVILLE, WA 98270

FILE COPY

NON-NEGOTIABLE

TULALIP TRIBES GENERAL FUND Page 1 of 1 **Check Number: 00406283**

Invoice Date	Invoice Number	Description	Invoice Amount
10/26/2014	30955	QWULOOLT PHASE II SAMPLING/MGMT PROJ:14-0079 PO# 14023064 GL-8202-50141-84120-	$6,545.00

Vendor No.	Vendor Name	Check No.	Check Date	Check Amount
2640	GEOTEST SERVICES, INC.	00406283	11/26/2014	$6,545.00

GENERAL FUND
The Tulalip Tribes of Washington
6406 MARINE DRIVE
TULALIP, WA 98271

Check Date	Check Number
11/26/2014	00406283

$6,545.00

Pay Six Thousand Five Hundred Forty Five Dollars and 00 cents ******

00406283

To The Order Of
GEOTEST SERVICES, INC.
741 MARINE DRIVE
BELLINGHAM, WA 98225

FILE COPY

NON-NEGOTIABLE

TULALIP TRIBES GENERAL FUND Page 1 of 1 **Check Number: 00406319**

Invoice Date	Invoice Number	Description		Invoice Amount
10/22/2014	192-001	3" LECY FILL/MATERIAL FOR QWULOOLT WETLAND PO# 14023186		$297,471.71
		GL-5013-50287-84120-	$100,708.63	
		GL-8202-50141-84120-	$196,763.08	

Matek

··O··CA

100·708·650000 +
116·126·500000 +
116·096·370000 +
90·345·000000 +
423·276·500000 *

Vendor No.	Vendor Name	Check No.	Check Date	Check Amount
6482	REECE TRUCKING & EXCAVATING	00406319	11/26/2014	$297,471.71

GENERAL FUND
The Tulalip Tribes of Washington
6406 MARINE DRIVE
TULALIP, WA 98271

Check Date 11/26/2014
Check Number 00406319

$297,471.71

Pay Two Hundred Ninety Seven Thousand Four Hundred Seventy One Dollars and 71 cents ******

00406319

To The Order Of
REECE TRUCKING & EXCAVATING
PO BOX 1531
MARYSVILLE, WA 98270

FILE COPY

NON-NEGOTIABLE

TULALIP TRIBES GENERAL FUND Page 1 of 1 **Check Number: 00405016**

Invoice Date	Invoice Number	Description		Invoice Amount
10/02/2014	13	RELEASE OF RETENTION-DRAIN FEILD-RECOVERY HOME PO# 14021395		$15,023.48
		GL-1000-19001-20495-	$1,700.40	
		GL-2011-00000-20495-	$13,323.08	
10/14/2014	15	TONNAGE AND RETETION RELEASE-QWULOOLT PROJECT PO# 14021253		$244,785.87
		GL-1000-11070-84120-	$116,126.50	
		GL-5013-50287-84120-	$116,096.37	
		GL-5119-50209-84120-	$12,563.00	
		Comment: $9,034.50 RETENTION FROM CK#402800 9/26/14		

Vendor No.	Vendor Name	Check No.	Check Date	Check Amount
6988	SHELDON ENTERPRISES	00405016	11/06/2014	$259,809.35

GENERAL FUND
The Tulalip Tribes of Washington
6406 MARINE DRIVE
TULALIP, WA 98271

Check Date	Check Number
11/06/2014	00405016

$259,809.35

Pay Two Hundred Fifty Nine Thousand Eight Hundred Nine Dollars and 35 cents ******

00405016

To The Order Of
SHELDON ENTERPRISES
115 MARINE DRIVE NE
TULALIP, WA 98271

FILE COPY

NON-NEGOTIABLE

TULALIP TRIBES GENERAL FUND Page 1 of 1 **Check Number: 00402800**

Invoice Date	Invoice Number	Description		Invoice Amount
09/16/2014	8	TONAGE OF FILL MATERIAL FOR QWULOOLT PROJECT PO# 14018524		$81,310.50
		GL-1000-11070-84120-	$90,345.00	
		GL-1000-00000-20495-	$-9,034.50	

Vendor No.	Vendor Name	Check No.	Check Date	Check Amount
6988	SHELDON ENTERPRISES	00402800	09/26/2014	$81,310.50

GENERAL FUND
The Tulalip Tribes of Washington
6406 MARINE DRIVE
TULALIP, WA 98271

Check Date	Check Number
09/26/2014	00402800

$81,310.50

Pay Eighty One Thousand Three Hundred Ten Dollars and 50 cents ******

00402800

To The Order Of
SHELDON ENTERPRISES
115 MARINE DRIVE NE
TULALIP, WA 98271

FILE COPY

NON-NEGOTIABLE

Freeman, Kiko (RCO)

From: Dave Wilbur <dwilbur@tulaliptribes-nsn.gov>
Sent: Monday, January 26, 2015 12:44 PM
To: RCO MI Billing (RCO)
Cc: Karen Scott; Kurt Nelson; Butler, Elizabeth (RCO)
Subject: Invoice For RCO Project No. 09-1277R
Attachments: Invoice Voucher No. 7 09-1277 R 12.31.14.pdf

RCO Billing,

Attached is Invoice No. 7 for RCO Project No. 09 – 1277R. Please contact me if there are any questions or if additional information is needed.

Thank you,

Dave Wilbur
Programs/ Budget Administrator
Natural Resources Department
The Tulalip Tribes
Phone: (360) 716-4631
Fax: (360) 716-0287
E-mail: dwilbur@tulaliptribes-nsn.gov

EMAILED 4/23/14

RECREATION AND CONSERVATION OFFICE

FORM A-19 State of Washington

INVOICE VOUCHER

Agency Name
Recreation and Conservation Office P.O. Box 40917 Olympia, WA 98504-0917

Sponsor
Tulalip Tribe Dave Wilber 6406 Marine Dr Tulalip, WA 98271

Sponsor's Certificate. I hereby certify under penalty of perjury that the items and totals listed herein are proper charges for materials, merchandise or services furnished to the State of Washington, and that all goods furnished and/or services rendered have been provided without discrimination because of age, sex, marital status, race, creed, color, national origin, handicap, religion or Vietnam era or disabled veterans status.

BY Dave Wilber

Programs/ Budget Administrator April 21, 2014

(TITLE) (DATE)

Category 4: Backup documentation to be submitted upon request

To Be Completed By Sponsor

Project Number	09-1277 R	Billing #	Billing Period		This is a Final Billing?
Project Name	Qwuloolt Estuary Restoration - Construction	8	From: 6-1-2013	To: 3-31-2014	Yes [ ] No [X]

		Previous Expenditures To Date			Costs For This Billing		
CATEGORIES	Project Agreement	Expenditure	Non-Reimbursable Amount	Total	Expenditures	Non-Reimbursable Match	Total
				$0.00			
Construction	$922,316.71	$921,145.77	$0.00	$921,145.77	67,385.99	-0-	67,385.99
AA&E	$184,463.34	$35,634.28	$3,762.68	$39,396.96	-0-	-0-	-0-
Development Total	$1,106,780.05	$956,780.05	$3,762.68	$960,542.73	67,385.99	-0-	67,385.99
	$1,106,780.05	$956,780.05	$3,762.68	$960,542.73	67,385.99	-0-	67,385.99

FUNDING & EXPENDITURE FORMULA
For RCO Use ONLY

Agreement Information			Previous RCO Reimbursements		
Sponsor:			Total Billed	$960,542.73	
RCO Federal:			Share Billed	$957,788.96	
RCO: ALEA	41.27108%	$456,780.05	**Share Approved**	$956,780.05	86.44%
RCO: PSAR	58.72892%	$650,000.00	Advance Balance	$0.00	
			Match Owed Balance	$0.00	
			Share Retained	$0.00	
			Share Paid	$956,780.05	86.44%
Agreement Total:	100.00000%	$1,106,780.05	Match Bank	$0.00	

Doc Date	Current Doc. No.		Ref Doc#	Vendor Number	Vendor Message	
4/28/14	1510936		8261	SWV0012216-00	09-1277 R	
Tran Code / **Fund**	**Appn Index**	**Prog Index**	**Sub Obj/SubSub Obj**	**Project #**	**Amount**	**Billing #**
210 / 057	103	98401	NZ	8261	39322.00	6
210 / 057	113	95000	NZ	8261		6

Certification For Payment

Project Manager/Date: Elizabeth Butler 4/26/14

Accounting/Date: MM 4/28/14

INTERNAL BILLING CHECKLIST - PAGE 1
Invoice #6, Received Date: 4/23/2014
Billing Period: 060113-033114

☐ PRIORITY PAYMENT
Backlog Date: 10/28/2014

PROJECT INFORMATION

Project #:	09-1277	**Contract Period:**	10/16/2009 to 6/30/2014
Project Type:	Restoration	**Primary Program:**	PSAR
Sponsor:	Tulalip Tribe	**Pending Amendment:**	Yes (Time Extension)
Project Name:	Qwuloolt Estuary Restoration - Construction	**Admin Limit:**	5.00%
Project Contact:	Kurt Nelson	**A&E Limit:**	20.00%
Phone #:	(360) 716-4617	**Fiscal Year:**	2010

FINANCIAL INFORMATION (includes data for this pending billing)

RCO Amt:	$1,106,780.05	100.000000%		**Retainage (Withheld) Paid:**	-$28,063.99
Match Amt:	$0.00	0.000000%		**Retainage (Withheld) to Date:**	-$28,063.99
				Planned Retainage:	10.00%
Proposed Payment:		$39,322.00		**Advance Balance:**	$0.00
Proposed Payment to Date:		$996,102.05		**Match Bank Balance:**	$3.762.68
Other "In Process" Invoices:		$0.00		**Match Owed Balance:**	$0.00
Total RCO Paid to Date:		$956,780.05	86.45%	**Final Billing:**	No
				Total Cost Exceeded:	No
A&E Reported to Date:		$39,396.96	21.35%	**A&E Limit Exceeded:**	No
Admin Reported to Date:		$0.00	0.00%	**Admin Limit Exceeded:**	No

FISCAL STAFF

Review For

- ✓ Required docs
- ✓ Acceptable dates
- ✓ Accurate math
- ✓ Questionable costs

GRANT MANAGER (Elizabeth Butler)

Review

- ✓ Eligible costs
- __ Milestones
- __ Narrative
- ✓ Special Conditions
- __ Acquisition docs
- __ Batch edits
- ✓ Sign A-19

Final Billing

- __ Final Inspection
- __ Review as built plans/parcel maps, other plans
- __ Amend legal description/ scope
- __ Worksites updated
- __ Accept final report

Fiscal Action Needed

- ✓ Pay as calculated
- __ Update and pay
- __ Adjust retainage to _____%
- __ Close short / close project
- __ Close short / leave active
- __ Close project
- __ Delete billing and recycle
- __ Delete and return to sponsor
- __ Closed Not Completed - Reason _____

Comments/Questions

Fiscal Notes Pay out of ALEA before PSAR

Entered By: BH **Date:** 04/23/2014 **GM Initials:** eab **Date:** 4/26/14

INTERIM BILLING CHECKLIST - PAGE

Project Number: 09-1277 **RCO Billing #:** 6

Work Types

Worksite	Category	Work Type
#1, Qwuloolt	Architectural & Engineering	Architectural & Engineering (A&E)
#1, Qwuloolt	Cultural Resources	Cultural resources
#1, Qwuloolt	Estuarine / Nearshore Project	Channel modification
#1, Qwuloolt	Estuarine / Nearshore Project	Creation of new estuarine area
#1, Qwuloolt	Estuarine / Nearshore Project	Dike Or berm modification / removal
#1, Qwuloolt	Estuarine / Nearshore Project	Estuarine plant removal / control
#1, Qwuloolt	Estuarine / Nearshore Project	Estuarine/nearshore planting
#1, Qwuloolt	Estuarine / Nearshore Project	Fill placement
#1, Qwuloolt	General restoration activities	Implementation monitoring
#1, Qwuloolt	General restoration activities	Restoration fencing and gates
#1, Qwuloolt	General restoration activities	Restoration signs
#1, Qwuloolt	Permits	Obtain permits
#1, Qwuloolt	Riparian Habitat Project	Planting

Milestones (Past Due or Critical)

Critical	Milestone	Target Date
X	Agreement End Date	06/30/2014
X	Final Design to RCO	07/31/2014

SPECIAL CONDITIONS:

INTERNAL BILLING CHECKLIST - PAGE 3

Project Number: 09-1277 **RCO Billing #:** 6

A. Sponsor Matching Fund Commitments: The $490,649.52 of ALEA-required sponsor match associated with Project No. 06-1604 is not added to this project agreement because it is exceeded and satisfied by the $500,000.00 PSAR program funding. The $90,000.00 PSAR required sponsor match associated with Project No. 09-1277 is removed from this project agreement because it is exceeded and satisfied by the $456,780.05 of ALEA program funding. The balance of $366,780.05 in ALEA funds exceeds the $27,000 match (15%) required for the additional increment of PSAR funds awarded through this Amendment No. 7. A balance of $339,780.05 in ALEA funds remains available to match future RCO funding.

B. The 06-1604 agreement will be changed to "Closed Not Complete" and restoration work will be completed under this 09-1277 project agreement.

C. Before reimbursement of any restoration-related expenses, the sponsor must comply with Governor's Executive Order 05-05 regarding Archaeological and Cultural Resources for the scope of work approved in this Project Agreement. The Recreation and Conservation Office will issue a notice to proceed when appropriate documentation has been received. In the event that archaeological or historic materials are discovered during project activities, work in the immediate vicinity must stop; the area must be secured, and the Sponsor must notify the concerned tribe's cultural staff and cultural committee, the Recreation and Conservation Office, and Department of Archaeology and Historic Preservation.

D. In order to facilitate closing the 07-1624 Qwuloolt Design project agreement with submittal of 95% Draft Designs, the final design deliverables will be completed under this 09-1277 project agreement. As per SRFB Policy Manual 18b, Appendix E: Assessments and Designs - Standard Stages of Project Development Defined.

Final Project Design

The final design process should address and resolve all substantial issues that may have been raised in the permitting and stakeholder review process, so that all stakeholders agree on the final plans. As with the preliminary design work, preparation of the final design should be done under the supervision of a licensed professional engineer. Final Design tasks typically include the following:

1. Revision of preliminary design drawings
2. Preparation of additional detailed drawings as needed to clarify the design of specific work items
3. Preparation of technical specifications to fully describe each part of the work.
4. Preparation of a final construction cost estimate
5. Preparation of contract bidding documents and general contract conditions
6. Permits and cultural resource review.

Final Project Design would conclude with a comprehensive and detailed set of project drawings, technical specifications, and contract documents (if the project is to be advertised for contractor bidding). An "Engineer's Estimate" of construction cost should also be prepared by the designer, for comparison with estimates provided by general contractors (bids).

THE TULALIP TRIBES

Board of Directors:
Herman Williams Sr., Chairman
Les Parks, Vice-Chairman
Glen Gobin, Treasurer
Marie Zackuse, Secretary
Marlin Fryberg Jr., Board Member
Deborah Parker, Board Member
Theresa Sheldon, Board Member
Sheryl Fryberg, General Manager

NATURAL AND CULTURAL
RESOURCE DEPARTMENT

6406 Marine Drive
Tulalip, WA 98271-9694
(360) 716-4480
FAX (360) 716-0642

The Tulalip Tribes are the successors in interest to the Snohomish, Snoqualmie, and Skykomish tribes and other tribes and band signatory to the Treaty of Point Elliott

April 23, 2014

Elizabeth Butler
Recreation and Conservation Office
PO Box 40917
Olympia WA 98504 -0917

RE: RCO A-19 Invoice Voucher and Supporting Documents
RCO Project Number: 09-1277R

Dear Elizabeth,

Enclosed are The Tulalip Tribes A-19 Invoice Voucher and other supporting documents for the above referenced project for the period 6-1-2013 through 3-31-14 totaling $67,385.99

Please call me at (360) 716-4631 or Kurt Nelson at (360) 716-4631 should you have any questions or need additional information. Thank you!

Sincerely,
THE TULALIP TRIBES

Dave Wilbur
The Tulalip Tribes
Natural Resources Department
Programs/ Budget Administrator
(360) 716-4631
dwilbur@tulaliptribes-nsn.gov

DEVELOPMENT/RESTORATION EXPENDITURE SUMMARY

Sponsor Name: Tulalip Tribes **IAC Project Number: 09-1277R**
Project Name: Qwuloolt Estuary Restoration Construction **IAC Invoice Voucher Number: 6**

Cost Information: *Itemize cash & force account expenditures below*

CONSTRUCTION

Date	Vendor/Employee	Description	Cash and Force Account Amount	Check #
12/19/2013	Guzman Trucking	Levee Material	$63,799.30	387132
12/19/2013	Reeves Excavating #1	Levee Material Stockpile Prep.	$2,136.75	387194
12/19/2013	Reeves Excavating #2	Levee Material Stockpile Prep.	$1,449.94	387194
		SUB TOTAL	$ 67,385.99	

A&E AND ADMINISTRATION

		SUB TOTAL	0.00	
		GRAND TOTAL	$ 67,385.99	

[* Benefits include medical, dental, pension, payroll taxes]

DEVELOPMENT/RESTORATION CHECKLIST

Sponsor Name: Tulalip Tribes **IAC Project Number: 09-1277R**

Project Name: Qwuloolt Estuary Rest.-Construction **IAC Invoice Voucher Number #6**

√	Elements
√	A-19 Invoice Voucher
√	Development Expenditure Summary – Form IAC 207
☐	Development Non-Reimburseable Summary -- Form 208
☐	Donation Forms (if applicable): ☐ Donated Unskilled Labor Contributions – Form IAC 205a **Donated Professional and Skilled Labor Contributions – Form IAC 205b** ☐ Donated Equipment Contributions – Form IAC 205c ☐ Donated Materials/Stock/Vehicles Contributions – Form IAC 205d
☐	Construction Plans and Specifications (if not previously submitted)
☐	Development Final Report Form IAC 204 (if appropriate)
☐	Retain detailed construction, donation records and proof of payment

Progress Report

List work accomplished for billing period.

Restoration activities under this grant are for levee construction between 6/1/2013 and 3/31/2014. The USACOE is a major partner and is tasked with completing levee construction with support from the Tribes.

The USACOE contractor begain levee construction in September. Construction was suppose to begin in April but was delayed because of geotextile issues needed for the levee. Levee material was provided and levee construction was partially completed. By October, 105,000 cy of levee material was delivered with an additional 14,000 cy processed and stockpiled elsewhere to be delivered at a later date. By the end of October approximately 40% of the levee was constructed. Site conditions and material restrictions required the construction to be suspended until June of 2014.

Construction of interior work elements by the Tribes continued in 2013 . Work continued on channels, berms, and ditch filling. Channel construction included approximately 1450 feet of large channel and 300 feet of small channel. Other interior site constructon included 1266 feet of ditch filling, 7,567 feet of berm construction, and 1 acre of the stormwater pond construction.

Property purchases and easements were completed in 2013, an easement agreement with the City transferring easements to the Tribes was agreed to and staff also completed purchasing a portion of a property that had been part of an appeal, which was then withdrawn by the property owner.

FROM 2013 06 TO 2014 03

ACCOUNTS FOR: 8202 QWULOOLT ESTUARY RESTORATION	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	ACTUALS	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
50141 QWULOOLT ESTUARY - TRAIL							
8202-50141-40110- INC - GRANT	-132,195	-150,000	-282,195	-67,385.99	.00	-214,808.61	23.9%
8202-50141-40120- INC - INKIND - TRIBAL MATCH	-328,220	328,220	0	.00	.00	.00	.0%
8202-50141-71200- WAGES - PERMANENT	39,805	-39,805	0	.00	.00	.00	.0%
8202-50141-73210- PENSION PLAN - GENERAL	1,194	-1,194	0	.00	.00	.00	.0%
8202-50141-73310- MEDICAL & VISION INSURANCE	7,739	-7,739	0	.00	.00	.00	.0%
8202-50141-73320- DENTAL INSURANCE	791	-791	0	.00	.00	.00	.0%
8202-50141-76100- EMPLOYER FICA - PERMANENT	168	-168	0	.00	.00	.00	.0%
8202-50141-81350- SUPPLIES - GENERAL	1,968	-1,968	0	.00	.00	.00	.0%
8202-50141-84120- CONSULTANT	79,530	202,665	282,195	67,385.99	.00	214,808.61	23.9%
8202-50141-98250- IN-KIND EXPENSE	328,220	-328,220	0	.00	.00	.00	.0%
8202-50141-98280- MILEAGE	1,000	-1,000	0	.00	.00	.00	.0%
TOTAL QWULOOLT ESTUARY - TRAIL	0	0	0	.00	.00	.00	.0%
TOTAL QWULOOLT ESTUARY RESTORATION	0	0	0	.00	.00	.00	.0%
TOTAL REVENUES	-460,415	178,220	-282,195	-67,385.99	.00	-214,808.61	
TOTAL EXPENSES	460,415	-178,220	282,195	67,385.99	.00	214,808.61	

ACCOUNT / ACCOUNT NAME / PER JNL SRC EFF DATE REFERENCE		BEG. BALANCE	DEBITS	CREDITS	NET CHANGE	END BALANCE
8202-50141-40110-						
INC - GRANT		.00				
12 1048 GEN 12/31/13 TLM	DEC 13 REVENUE #50141			67,385.99	-67,385.99	
		.00	.00	67,385.99	-67,385.99	-67,385.99
8202-50141-84120-						
CONSULTANT		.00				
12 500 API 12/19/13 002955 146489	J & J GUZMAN		63,799.30		63,799.30	
12 500 API 12/19/13 006504 147295	REEVES EXCAVATI		2,136.75		65,936.05	
12 500 API 12/19/13 006504 147296	REEVES EXCAVATI		1,449.94		67,385.99	
		.00	67,385.99	.00	67,385.99	67,385.99
TOTALS FOR FUND 8202						
QWULOOLT ESTUARY RESTORAT		.00	67,385.99	67,385.99	.00	.00
REPORT TOTALS		.00	67,385.99	67,385.99	.00	.00

TULALIP TRIBES GENERAL FUND Page 1 of 1 **Check Number: 00387132**

Invoice Date	Invoice Number	Description		Invoice Amount
12/04/2013	315	HAULING OF MATERIAL FOR QWULOOLT LEVEE		
		PROJECT		$108,925.10
		PO# 13024343		
		GL-1000-11070-84120-	$1,873.40	
		GL-5112-00000-20495-	$13,251.72	
		GL-8202-50141-84120-	$63,799.30	
		GL-8206-50145-84120-	$30,000.68	

Vendor No.	Vendor Name	Check No.	Check Date	Check Amount
2955	GUZMAN TRUCKING INC	00387132	12/19/2013	$108,925.10

GENERAL FUND
The Tulalip Tribes of Washington
6406 MARINE DRIVE
TULALIP, WA 98271

Check Date	Check Number
12/19/2013	00387132

$108,925.10

Pay One Hundred Eight Thousand Nine Hundred Twenty Five Dollars and 10 cents ******

00387132

To The Order Of
GUZMAN TRUCKING INC
J & J GUZMAN TRUCKING
5805 6TH AVE NW
TULALIP, WA 98271

FILE COPY

NON-NEGOTIABLE

REQ# _____

[ ] RETURN TO Tawnya C.
[ ] MAIL

Natural & Cultural Resources Division
Check Request

Vendor No. :

Date : December 6, 2013

Vendor Name : J&J Guzman Trucking and Excavating

	Fund	Program	Object	Amount
G/L Code No. :	8202	50141	84120	$ 63,799.30
G/L Code No. :	8206	50145	84120	$ 30,000.68
G/L Code No. :	1000	11070	84120	$ 1,873.40
G/L Code No. :	5112	00000	20495	$ 13,251.72

Program Name : PSAR/NRDA/Retainage/Environmenta

Object Name : Consultant/Contactor

Manager Approval

Executive Approval

General Manage/BOD

Notes:
This check request is for the purchase and hauling 10052 tons of material for the Qwuloolt levee.

Part No.	Description	Quantity	Unit Price	Total Cost
	Material per Corps Specification	10,052	$ 10.65	$ 107,051.70
	TERO			$ 1,873.40
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
		Shipping & Handling		$ -
		Discount if Applies		$ -
Originated By:	Kurt Nelson		TOTAL	$ 108,925.10

J&J Guzman Trucking Inc.

5805 6th Ave NW
Tulalip, WA 98271
(425) 508-4080

Invoice

Date	Invoice #
12/4/2013	315

Bill To
Tulalip Tribes 6406 Marine Dr Tulalip, Wa 98271

P.O. No.	Terms	Project
Qwuloolt Contract	Net 30	

Quantity	Description	Rate	Amount
304.3	11/13/13 H9 4987	10.65	3,240.80
284.05	11/13/13 GU 5032	10.65	3,025.13
97.26	11/13/13 JB9 4990	10.65	1,035.82
266.64	11/13/13 M 4989	10.65	2,839.72
290.54	11/13/13 4K 4988	10.65	3,094.25
94.42	11/13/13 G2 4941	10.65	1,005.57
250.66	11/14/13 G2 4943	10.65	2,669.53
288.42	11/14/13 GU 4991	10.65	3,071.67
379.7	11/14/13 H9 4992	10.65	4,043.81
363.47	11/14/13 M 4993	10.65	3,870.96
330.35	11/14/13 4k 4994	10.65	3,518.23
302.41	11/22/13 M1 4995	10.65	3,220.67
291.61	11/22/13 G2 5102	10.65	3,105.65
284.07	11/22/13 GU 5045	10.65	3,025.35
287.81	11/23/13 GU 5044	10.65	3,065.18
300.18	11/23/13 M4996	10.65	3,196.92
257.65	11/23/13 G1 5056	10.65	2,743.97
298.22	11/23/13 G00 5043	10.65	3,176.04
313.77	11/25/13 JB 4997	10.65	3,341.65
338.93	11/25/13 H9 4999	10.65	3,609.60
296.94	11/25/13 M4998	10.65	3,162.41
165.62	11/25/13 G00 5046	10.65	1,763.85
308.47	11/25/13 GU 5047	10.65	3,285.21
280.34	11/26/13 GU 5048	10.65	2,985.62
283.64	11/26/13 G2 5105	10.65	3,020.77
260.69	11/2613 G1 5058	10.65	2,776.35
304.69	11/26/13 G00 5049	10.65	3,244.95
292.55	11/26/13 M1 5000	10.65	3,115.66
258.36	11/26/13 4k 5050	10.65	2,751.53
307.35	11/27/13 G00 5151	10.65	3,273.28
337.03	11/27/13 kbk 5061	10.65	3,589.37
32.55	11/27/13 G1 5060	10.65	346.66
296.12	11/27/13 4k 5152	10.65	3,153.68
327.2	11/27/13 Gu 5062	10.65	3,484.68
		Total	

J&J Guzman Trucking Inc.

5805 6th Ave NW
Tulalip, WA 98271
(425) 508-4080

Invoice

Date	Invoice #
12/4/2013	315

Bill To
Tulalip Tribes 6406 Marine Dr Tulalip, Wa 98271

P.O. No.	Terms	Project
Qwuloolt Contract	Net 30	

Quantity	Description	Rate	Amount
338.72	11/27/13 M 5106	10.65	3,607.37
63.28	11/27/13 G2 5110	10.65	673.93
273.79	11/27/13 S 5059	10.65	2,915.86
	TERO FEE 1.75%	1,873.40	1,873.40

ok for payment

All work is complete!

Total $108,925.10

Invoice Date	Invoice Number	Description	Invoice Amount
12/05/2013	262	SPREAD WINTERIZE LEVEE STRIPPING PO# 13024907 GL-8202-50141-84120-	$2,136.75
10/28/2013	261A	GRADE NORTH PILE-QWULOOLT PO# 13024906 GL-8202-50141-84120-	$1,449.94

Vendor No.	Vendor Name	Check No.	Check Date	Check Amount
6504	REEVES EXCAVATING	00387194	12/19/2013	$3,586.69

GENERAL FUND
The Tulalip Tribes of Washington
6406 MARINE DRIVE
TULALIP, WA 98271

Check Date	Check Number
12/19/2013	00387194

$3,586.69

Pay Three Thousand Five Hundred Eighty Six Dollars and 69 cents ******

00387194

To The Order Of
REEVES EXCAVATING
JOSEPH C. REEVES
1715 118TH STREET NE
MARYSVILLE, WA 98271

FILE COPY
NON-NEGOTIABLE

REQ# _____

[ ] RETURN TO Tawnya C.
[ ] MAIL

Natural & Cultural Resources Division
Check Request

Vendor No. :

Date : December 11, 2013

Vendor Name : Reeves Excavating

	Fund	Program	Object	Amount
G/L Code No. :	8202	50141	84120	$ 1,449.94
G/L Code No. :				
G/L Code No. :				
G/L Code No. :				

Program Name : RCO - PSAR

Object Name : Consultant/Contactor

Manager Approval

Executive Approval

General Manage/BOD

Notes:
This check request is for equipment operations to grade and winterizing old stockpile, falls under stockpile maintenance contract

Part No.	Description	Quantity	Unit Price	Total Cost
	Grade Winterize Old stockpile	8	$ 150.00	$ 1,125.00
	Mob in and out			$ 300.00
	TERO			$ 24.94
				$ -
				$ -
				$ -
				$ -
				$ -
		Shipping & Handling		$ -
		Discount if Applies		$ -
Originated By:	Kurt Nelson		TOTAL	$ 1,449.94

Joseph C. Reeves DBA/Reeves Excavating
8825 34th Ave NE, L #109
Tulalip WA 98271

Invoice 261

Customer

Name: Tulalip Tribes Fisheries
Address: 6406 Marine Dr NE
City: Tulalip State: WA ZIP: 98271
Attn: Kurt Nelson

Misc

Date: 10/28/2013

	Description	Unit Price	TOTAL
	Change Order		
7.5	Grade out Tony's north pile Qwuloolt site for drainage Dozer & operator	$ 150.00	$ 1,125.00
	Mob in and out		$ 300.00

ok for payment
Kurt Nels

SubTotal		$ 1,425.00
Shipping		
Tax Rate(s)	1.75%	$ 24.94
TOTAL		$ 1,449.94

Office Use Only

TULALIP TRIBES GENERAL FUND Page 1 of 1 **Check Number: 00387194**

Invoice Date	Invoice Number	Description	Invoice Amount
12/05/2013	262	SPREAD WINTERIZE LEVEE STRIPPING PO# 13024907 GL-8202-50141-84120-	$2,136.75
10/28/2013	261A	GRADE NORTH PILE-QWULOOLT PO# 13024906 GL-8202-50141-84120-	$1,449.94

Vendor No.	Vendor Name	Check No.	Check Date	Check Amount
6504	REEVES EXCAVATING	00387194	12/19/2013	$3,586.69

GENERAL FUND
The Tulalip Tribes of Washington
6406 MARINE DRIVE
TULALIP, WA 98271

Check Date	Check Number
12/19/2013	00387194

$3,586.69

Pay Three Thousand Five Hundred Eighty Six Dollars and 69 cents ******

00387194

To The Order Of
REEVES EXCAVATING
JOSEPH C. REEVES
1715 118TH STREET NE
MARYSVILLE, WA 98271

FILE COPY

NON-NEGOTIABLE

REQ# _____

[ ] RETURN TO Tawnya C.
[ ] MAIL

Natural & Cultural Resources Division
Check Request

Vendor No. :

Date : December 11, 2013

Vendor Name : Reeves Excavating

	Fund	Program	Object	Amount
G/L Code No. :	8202	50141	84120	$ 2,136.75
G/L Code No. :				
G/L Code No. :				
G/L Code No. :				

Program Name : RCO - PSAR

Object Name : Consultant/Contactor

Manager Approval: K. Nelson

Executive Approval:

General Manage/BOD:

Notes:
This check request is for equipment operations winterizing levee strippings for berm use next summer, falls under stockpile maintenance contract

Part No.	Description	Quantity	Unit Price	Total Cost
	Spread Winterize Levee Stripping	12	$ 150.00	$ 1,800.00
	Mob in and out			$ 300.00
	TERO			$ 36.75
				$ -
				$ -
				$ -
				$ -
				$ -
		Shipping & Handling		$ -
		Discount if Applies		$ -
Originated By:	Kurt Nelson		TOTAL	$ 2,136.75

Joseph C. Reeves DBA/Reeves Excavating
8825 34th Ave NE, L #109
Tulalip WA 98271

Invoice **262**

Customer

Name	Tulalip Tribes Fisheries		
Address	6406 Marine Dr NE		
City	Tulalip	State WA	ZIP 98271
Attn:	Kurt Nelson		

Misc

Date	12/5/2013

	Description	Unit Price	TOTAL
	Change Order		
12	Spread and winterize levee stripping	$ 150.00	$ 1,800.00
	Dozer & operator		
	Mob in and out		$ 300.00
	ok for payment Kurt Nelson		
		SubTotal	$ 2,100.00
		Shipping	
	Tax Rate(s)	1.75%	$ 36.75
		TOTAL	$ 2,136.75

Office Use Only

RECREATION AND CONSERVATION OFFICE

FORM A-19 State of Washington

INVOICE VOUCHER

Agency Name
Recreation and Conservation Office P.O. Box 40917 Olympia, WA 98504-0917

Sponsor
USFS-WNF-Naches RD Susan Skidmore 215 Melody Lane Wenatchee, WA 98801

Sponsor's Certificate. I hereby certify under penalty of perjury that the items and totals listed herein are proper charges for materials, merchandise or services furnished to the State of Washington, and that all goods furnished and/or services rendered have been provided without discrimination because of age, sex, marital status, race, creed, color, national origin, handicap, religion or Vietnam era or disabled veterans status.

BY Susan Ranger S M Ranger

Recreation Planner 4/22/14

(TITLE) (DATE)

Category 4: Backup documentation to be submitted upon request

To Be Completed By Sponsor

Project Number	11-1161 M	Billing #	Billing Period From	To	This is a Final Billing?
Project Name	Naches Wilderness Trails M&O 2011-12	2	11/1/12	11/30/13	Yes [ ] No [X]

		Previous Expenditures To Date			Costs For This Billing		
CATEGORIES:	Project Agreement	Expenditure	Non-Reimbursable Amount	Total	Expenditures	Non-Reimbursable Match	Total
				$0.00			
Non-Capital Costs		$41,944.28	$132,700.26	$174,644.54	40,515.85	in bank	40,515.85
Equipment		$0.00	$0.00	$0.00			
Non-Capital Total	$199,880.00	$41,944.28	$132,700.26	$174,644.54	40,515.85	in bank	40,515.85
	$199,880.00	$41,944.28	$132,700.26	$174,644.54	40,515.85	in bank	40,515.85

FUNDING & EXPENDITURE FORMULA

For RCO Use ONLY

Agreement Information			Previous RCO Reimbursements		
Sponsor:	50.65039%	$101,240.00	Total Billed	$174,644.54	
RCO Federal:			Share Billed	$86,186.40	
RCO: NOVA - NM	49.34961%	$98,640.00	Share Approved	$41,944.28	42.52%
			Advance Balance	$0.00	
			Match Owed Balance	$0.00	
			Share Retained	$0.00	
			Share Paid	$41,944.28	42.52%
Agreement Total:	100.00000%	$199,880.00	Match Bank Please apply portion of this	$89,650.39	*

Doc Date	Current Doc. No.		Ref Doc#	Vendor Number	Vendor Message	
			6873	SWV0039700-03	11-1161 M	
Tran Code	Fund	Appn Index	Prog Index	Sub Obj/SubSub Obj	Project #	Amount	Billing #
210	268	K12	96300	NZ	6873		2

Certification For Payment

Project Manager/Date

Accounting/Date

* portion would be
50.659% = $41,583.14

48,067.25
Remains in bank

FOREST SERVICE

BILL FOR COLLECTION

Doc. Date : 04/21/2014 PAGE: 1

ENCLOSE A COPY OF THIS BILL WITH YOUR CHECK OR MONEY ORDER. DO NOT SEND CASH. PLEASE INCLUDE BILL NO. AND CUSTOMER NUMBER ON YOUR CHECK OR ON YOUR ONLINE BILL PAYMENT.
MAKE CHECK PAYABLE TO:
FOREST SERVICE

MAIL PAYMENT TO:
US Forest Service C/O Citibank
P.O. Box 301550
Los Angeles CA 90030-1550
Or pay online at www.fs.fed.us/billpay

TO:
RECREATION & CONSERVATION
OFFICE NATURAL RESOURCES BLDG
PO Box 40917
OLYMPIA WA 98504 US

PAYER INDICATE AMOUNT ENCLOSED:

NET AMOUNT DUE :	$	40,515.85
DUE DATE:	05/21/14	
FMMI BILL NUMBER :	3001256757	
CUSTOMER NUMBER :	6014490	

REFERENCE CONTRACT/PERMIT/AGREEMENT NUMBER :
NRMG-0617-11-CO-070

DESCRIPTION : 11-1161M

REMARKS :
RE: 6100004155
NOTE :
PLEASE SEND ALL CORRESPONDENCE, INQUIRIES, AND CHANGE OF ADDRESS
TO :
ASC - BUDGET & FIN
101B SUN AVE NE
ALBUQUERQUE NM 87109 US

PRINCIPAL :	$	40,515.85
INTEREST :	$	0.00
ADMINISTRATIVE COST :	$	0.00
PENALTY :	$	0.00
AMOUNT DUE :	$	40,515.85
AMOUNT CREDITED :	$	0.00
NET AMOUNT DUE :	$	40,515.85

FAILURE TO MAKE PAYMENTS BY THE DUE DATE WILL RESULT IN THE ASSESSMENT OF LATE PAYMENT CHARGES (INTEREST, ADMINISTRATIVE COST, AND/OR PENALTY CHARGES) IN ACCORDANCE WITH YOUR CONTRACT, PERMIT, OR THE DEBT COLLECTION ACT OF 1982, AS AMENDED. POSTMARKS ARE NOT HONORED. LATE FEES DO NOT APPLY FOR BILLINGS IN ADVANCE OF RECEIPT OF GOODS OR SERVICES.

PROJ. 11-1161M; NACHES WILDERNESS TRAILS M&O 2011-12;
BILLED ANNUALLY IN ARREARS; RCO POC: LAURA MOXHAM 360-902-2587;
FS POC: SUSAN RANGER 509-653-1446; FS BILL POC: 877-372-7248 RACA;
FS AGRMT: 11-CO-11061700-070

JOB CODE CMXNA0

C1 - LAURA.MOXHAM@RCO.WA.GOV
SPECIAL BILLING REQUIREMENTS: B1,C1,C2,GY

LINE	LINE INFORMATION	AMOUNT	
000010	FS.RA.0617.CM.XNA0.1070R 12XX	$	40,515.85

Cost Report - Non-Capital

Sponsor Name: USFS Wenatchee NF, Naches RD
RCO Project Number: 11-1161M
Project Name: Naches Wilderness Trails M&O 2011-12
RCO Invoice Number: #2
Worksite Name: Naches District

4/22/14

Payment Date	Vendor/Employee	Description of Work or Items Purchased	Transaction Number	Expenditure (a)	Non-Reimbursable Amount (b)	Total (a+b)
Non-Capital						
5/2013	Van Vleck	backcountry trail mtce	payroll	451.16		451.16
6/2013	Carroll	backcountry trail mtce	payroll	1,453.63		1,453.63
7/2013	Changala	backcountry trail mtce	payroll	51.45		51.45
7/2013	McKee	backcountry trail mtce	payroll	414.90		414.90
7/2013	Henning	backcountry trail mtce	payroll	190.61		190.61
9/2013	B.Ranger	backcountry trail mtce	payroll	231.56		231.56
9/2013	Shively	backcountry trail mtce	payroll	1,061.44		1,061.44
9/2013	Mucha	backcountry trail mtce	payroll	310.37		310.37
6/2013 - 10/2013	Shaw	backcountry trail mtce	payroll	9,585.42		9,585.42
6/2013 - 11/2013	Langlois	backcountry trail mtce	payroll	9,130.79		9,130.79
7/2013 - 11/2013	Lenox	backcountry trail mtce	payroll	9,255.05		9,255.05
9/26/2013	Oak Creek Ace Hdwe	rebar,pail,tape,batteries	102561644	71.90		71.90
9/27/2013	FS Vehicle Mileage	6811 Mileage	102668698	20.00		20.00
9/13/2013	Baughman saw shop	saw gas oil mix	501733344	19.00		19.00
9/18/2013	Matthews	trail clearing small contract	501761396	1,264.37		1,264.37
9/19/2013	Rahl	trail clearing small contract	501771968	1,807.82		1,807.82
9/14/2013	Forman	trail clearing small contract	501780623	2,541.48		2,541.48
9/11/2013	Carroll	overnite per diem	payroll	140.79		140.79
9/16/2013	Shively	overnite per diem	payroll	239.26		239.26
9/16/2013	Langlois	overnite per diem	payroll	744.63		744.63
9/2013 - 11/2013	Lenox	overnite per diem	payroll	629.34		629.34
9/23/2013	McKee	overnite per diem	payroll	66.76		66.76
9/24/2013	B.Ranger	overnite per diem	payroll	66.76		66.76
9/2013 - 11/2013	Shaw	overnite per diem	payroll	767.36		767.36
		Non-Capital Labor Donation Total (from Labor Donation Report)				
		Non-Capital Other Donations Total (from Other Donations Report)				
		Non-Capital Total (carry forward to A-19)		40,515.85		40,515.85
Equipment (must include a copy of the invoice, including serial # and model #, for equipment purchases over $1,000)						
		Equipment Donations Total (from Other Donations Report)				
		Equipment Total (carry forward to A-19)				
		Grand Total (carry forward to A-19)		40,515.85		40,515.85

RECREATION AND CONSERVATION OFFICE

VOICE VOUCHER

Agency Name
Recreation and Conservation Office P.O. Box 40917 Olympia, WA 98504-0917

Sponsor
Tulalip Tribe Dave Wilber 6406 Marine Dr Tulalip, WA 98271

RECEIVED
JUN 12 2013
RECREATION AND CONSERVATION OFFICE

Sponsor's Certificate. I hereby certify under penalty of perjury that the items and totals listed herein are proper charges for materials, merchandise or services furnished to the State of Washington, and that all goods furnished and/or services rendered have been provided without discrimination because of age, sex, marital status, race, creed, color, national origin, handicap, religion or Vietnam era or disabled veterans status.

BY Dave Wilber

Programs/ Budget Administrator 6-04-2013

(TITLE) (DATE)

Category 4 - Backup documentation to be submitted upon request

To Be Completed By Sponsor

Project Number 09-1277 R
Project Name Qwuloolt Estuary Restoration - Constru

Billing # 5

Billing Period From: 10-1-2012 To: 5-31-2013

This is a Final Billing? Yes X No [ ]

CATEGORIES:	Project Agreement	Previous Expenditures To Date: Expenditure	Non-Reimbursable Amount	Total	Costs For This Billing: Expenditures	Non-Reimbursable Match	Total
				$0.00			
Construction	$797,316.71	$788,951.12	$0.00	$788,951.12	132,194.65	-0-	132,194.65
A&E	$159,463.34	$35,634.28	$3,762.68	$39,396.96	-0-	-0-	-0-
Development Total	$956,780.05	$824,585.40	$3,762.68	$828,348.08	132,194.65	-0-	132,194.65
	$956,780.05	$824,585.40	$3,762.68	$828,348.08	132,194.65	-0-	132,194.65

FUNDING & EXPENDITURE FORMULA
For RCO Use ONLY

Agreement Information			Previous RCO Reimbursements		
Sponsor:			Total Billed	$828,348.08	
RCO Federal:			Share Billed	$825,594.31	
RCO: ALEA	47.74139%	$456,780.05	**Share Approved**	$824,585.40	86.18%
RCO: PSAR	52.25861%	$500,000.00	Advance Balance	$0.00	
			Match Owed Balance	$0.00	
			Share Retained	$0.00	
			Share Paid	$824,585.40	86.18%
Agreement Total:	100.00000%	$956,780.05	Match Bank	$3,762.68	

Doc Date	Current Doc. No.	Ref Doc#	Vendor Number	Vendor Message	
6.14.13	13244502	8261	SWV0012216-00	09-1277 R	

Tran Code	Fund	Appn Index	Prog Index	Sub Obj/SubSub Obj	Project #	Amount	Billing #
210	057	I03	98401	NZ	8261	28,109.59	5
210	057	I13	95000	NZ	8261	104086.06	5

Certification For Payment

Project Manager/Date: 6/13/13

Accounting/Date: Sarah Baker 6.14.13

INTERNAL BILLING CHECKLIST - PAGE 1
Invoice #:, Invoice Date: 6/12/2013
Billing Notes: 100112-053113

☐ PRIORITY PAYMENT
Backlog Date: 10/28/2013

Category 4: Backup documentation to be submitted upon request

PROJECT INFORMATION

Project #:	09-1277		**Contract Period:**	10/16/2009	**to** 6/30/2013
Project Type:	Restoration		**Primary Program:**	PSAR	
Sponsor:	Tulalip Tribe		**Pending Amendment:**	No	
Project Name:	Qwuloolt Estuary Restoration - Construction		**Admin Limit:**	5%	
PM Contact:	Kurt Nelson		**A&E Limit:**	20%	
Phone #:	(360) 716-4617		**Fiscal Year:**	2010	

FINANCIAL INFORMATION (includes data for this pending billing)

RCO Amt:	$956,780.05	100.00%	**Retainage Withheld:**	~~($95,678.00)~~ 0	10.00%
Match Amt:	$0.00	0.00%	**Advance Balance:**	$0.00	0.00%
			Match Bank Balance:	$0.00	
Proposed payment:	~~$36,516.65~~ $132,194.65		**Match Owed Balance:**	$0.00	
Proposed to-date payment:	$861,102.05				
Other "In Process" Invoices:	$0.00				
Total RCO/SRFB paid to date:	$824,585.40	86.18%	**Total Cost Exceeded:**	Yes	
A&E Paid To Date:	$39,396.96	24.70%	**Admin Limit Exceeded:**	No	
Admin Paid To Date:	$0.00	0.00%	**A&E Limit Exceeded:**	No	

FISCAL STAFF

Review

- ✓ Required documents were received
- ✓ Verify costs are within contract period
- ✓ Verify math
- __ Update equipment inventory

Exceptions

- __ Missing documents (listed below)
- __ Back up documents do not match A-19
- __ Costs prior/after contract dates
- ✓ Hits 10 % retainage mark
- __ Project closing short $ _____
- ✓ Final Billing

PROJECT MANAGER (Elizabeth Butler)

Review

- ✓ Review eligible costs
- ✓ Update Billing milestones
- __ Update narrative
- __ Acquisition docs reviewed
- __ Batch edits reviewed
- ✓ Sign A-19

Final Billing

- __ Final Inspection
- __ Review as built plans/parcel maps, other plans
- __ Amend legal description/scope
- __ Work Sites updated
- __ Accept final report

Action(s) Needed

- ✓ Pay as calculated + retainage
- __ Fiscal update Billing Data
- __ Pay to _____% or $_____
- ✓ Do not hold retainage SB
- __ Close short amendment
- __ Close project
- __ Leave active
- __ Delete Billing
- __ Delete and return to sponsor
- __ Closed Not Completed - Reason _____

Keep retainage set at 10% / but release full payment this time - more funds coming.

Comments

This project is being extended through 6/30/14 for a PSAR return funds cost increase. We can draw current funding down fully in anticipation ~~for~~ of additional funds being added to the agreement - ECB

Entered By: SB **Date:** 06/12/2013 **PM Initials:** ECB **Date:** 6/13/13

Doc Required: . **Doc Received:** .

INTERNAL BILLING CHECKLIST - PAGE 2

Project Number: 09-1277 **IAC Billing #:** 5

COMMENTS

Work Types

Worksite	Category	Work Type
#1, Qwuloolt	Architectural & Engineering	Architectural & Engineering (A&E)
#1, Qwuloolt	Cultural Resources	Cultural resources
#1, Qwuloolt	Estuarine / Nearshore Project	Channel modification
#1, Qwuloolt	Estuarine / Nearshore Project	Creation of new estuarine area
#1, Qwuloolt	Estuarine / Nearshore Project	Dike Or berm modification / removal
#1, Qwuloolt	Estuarine / Nearshore Project	Estuarine plant removal / control
#1, Qwuloolt	Estuarine / Nearshore Project	Estuarine/nearshore planting
#1, Qwuloolt	Estuarine / Nearshore Project	Fill placement
#1, Qwuloolt	General restoration activities	Implementation monitoring
#1, Qwuloolt	General restoration activities	Restoration fencing and gates
#1, Qwuloolt	General restoration activities	Restoration signs
#1, Qwuloolt	Permits	Obtain permits
#1, Qwuloolt	Riparian Habitat Project	Planting

SPECIAL CONDITIONS:

INTERNAL BILLING CHECKLIST - PAGE 2

Project Number: 09-1277 **IAC Billing #:** 5

A. Sponsor Matching Fund Commitments: The $490,649.52 of ALEA-required sponsor match associated with Project No. 06-1604 is not added to this project agreement because it is exceeded and satisfied by the $500,000.00 PSAR program funding. The $90,000.00 PSAR required sponsor match associated with Project No. 09-1277 is removed from this project agreement because it is exceeded and satisfied by the $456,780.05 of ALEA program funding.

B. The 06-1604 agreement will be changed to "Closed Not Complete" and restoration work will be completed under this 09-1277 project agreement.

C. Before reimbursement of any restoration-related expenses, the sponsor must comply with Governor's Executive Order 05-05 regarding Archaeological and Cultural Resources for the scope of work approved in this Project Agreement. The Recreation and Conservation Office will issue a notice to proceed when appropriate documentation has been received. In the event that archaeological or historic materials are discovered during project activities, work in the immediate vicinity must stop; the area must be secured, and the Sponsor must notify the concerned tribe's cultural staff and cultural committee, the Recreation and Conservation Office, and Department of Archaeology and Historic Preservation.

D. In order to facilitate closing the 07-1624 Qwuloolt Design project agreement with submittal of 95% Draft Designs, the final design deliverables will be completed under this 09-1277 project agreement. As per SRFB Policy Manual 18b, Appendix E: Assessments and Designs - Standard Stages of Project Development Defined.

Final Project Design

The final design process should address and resolve all substantial issues that may have been raised in the permitting and stakeholder review process, so that all stakeholders agree on the final plans. As with the preliminary design work, preparation of the final design should be done under the supervision of a licensed professional engineer. Final Design tasks typically include the following:

1. Revision of preliminary design drawings
2. Preparation of additional detailed drawings as needed to clarify the design of specific work items
3. Preparation of technical specifications to fully describe each part of the work.
4. Preparation of a final construction cost estimate
5. Preparation of contract bidding documents and general contract conditions
6. Permits and cultural resource review.

Final Project Design would conclude with a comprehensive and detailed set of project drawings, technical specifications, and contract documents (if the project is to be advertised for contractor bidding). An "Engineer's Estimate" of construction cost should also be prepared by the designer, for comparison with estimates provided by general contractors (bids).

DEVELOPMENT/RESTORATION EXPENDITURE SUMMARY

Sponsor Name: Tulalip Tribes **IAC Project Number: 09-1277R**
Project Name: Qwuloolt Estuary Restoration Construction **IAC Invoice Voucher Number: 5**

Cost Information: *Itemize cash & force account expenditures below*

CONSTRUCTION

Date	Vendor/Employee	Description	Cash and Force Account Amount	Check #
3/28/2013	Sheldon Ent.	Levee Material	53,800.00	372140
2/7/2013	Sheldon Ent.	Levee Material	75,000.00	369314
5/16/2013	Sheldon Ent.	Levee Material Stockpile Prep.	$3,394.65	375171
		SUB TOTAL	$ 132,194.65	

A&E AND ADMINISTRATION

		SUB TOTAL	0.00	
		GRAND TOTAL	$ 132,194.65	

[* Benefits include medical, dental, pension, payroll taxes]

FROM 2013 01 TO 2013 05

	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	ACTUALS	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
8202 QWULOOLT ESTUARY RESTORATION							
8202-50141-40110- INC - GRANT	0	0	0	-128,800.00	.00	128,800.00	.0%
8202-50141-84120- CONSULTANT	0	0	0	132,194.65	.00	-132,194.65	.0%
TOTAL QWULOOLT ESTUARY RESTORATION	0	0	0	3,394.65	.00	-3,394.65	.0%
TOTAL REVENUES	0	0	0	-128,800.00	.00	128,800.00	
TOTAL EXPENSES	0	0	0	132,194.65	.00	-132,194.65	
GRAND TOTAL	0	0	0	3,394.65	.00	-3,394.65	.0%

THE TULALIP TRIBES

Board of Directors:

Mel Sheldon Jr., Chairman
Deborah Parker, Vice-Chairman
Chuck James, Treasurer
Marie Zackuse, Secretary
Marlin Fryberg Jr., Board Member
Glen Gobin, Board Member
Theresa Sheldon, Board Member
Sheryl Fryberg, General Manager

NATURAL AND CULTURAL RESOURCE DEPARTMENT

6406 Marine Drive
Tulalip, WA 98271-9694
(360) 716-4480
FAX (360) 716-0642

The Tulalip Tribes are the successors in interest to the Snohomish, Snoqualmie, and Skykomish tribes and other tribes and band signatory to the Treaty of Point Elliott

June 7, 2013

RECEIVED
JUN 12 2013
RECREATION AND CONSERVATION OFFICE

Elizabeth Butler
Recreation and Conservation Office
PO Box 40917
Olympia WA 98504 -0917

RE: Final - RCO A-19 Invoice Voucher and Supporting Documents
RCO Project Number: 09-1277R

Dear Elizabeth,

Enclosed are The Tulalip Tribes Final A-19 Invoice Voucher and other supporting documents for the above referenced project for the period 10-1-2012 through 5-31-13 totaling $132,194.65

Please call me at (360) 716-4631 or Kurt Nelson at (360) 716-4631 should you have any questions or need additional information. Thank you!

Sincerely,
THE TULALIP TRIBES

Dave Wilbur
The Tulalip Tribes
Natural Resources Department
Programs/ Budget Administrator
(360) 716-4631
dwilbur@tulaliptribes-nsn.gov

Enclosures

DEVELOPMENT/RESTORATION CHECKLIST

Sponsor Name: Tulalip Tribes **IAC Project Number: 09-1277R**

Project Name: Qwuloolt Estuary Rest.-Construction **IAC Invoice Voucher Number #5**

√	Elements
√	A-19 Invoice Voucher
√	Development Expenditure Summary – Form IAC 207
☐	Development Non-Reimburseable Summary -- Form 208
☐	Donation Forms (if applicable): ☐ Donated Unskilled Labor Contributions – Form IAC 205a Donated Professional and Skilled Labor Contributions – Form IAC 205b ☐ Donated Equipment Contributions – Form IAC 205c ☐ Donated Materials/Stock/Vehicles Contributions – Form IAC 205d
☐	Construction Plans and Specifications (if not previously submitted)
☐	Development Final Report Form IAC 204 (if appropriate)
☐	Retain detailed construction, donation records and proof of payment

Progress Report

List work accomplished for billing period.

Restoration activities under this grant are for levee construction between 10/1/2012 and 5/31/2013. The USACOE is a major partner and is tasked with completing levee construction with support from the Tribes.

The USACOE awarded a contract in late September. Their contractor mobilized in January and constructed an access road, cleared trees, and established a staging area.

A tribal buisness was awarded a contract in August of 2012 and continued to haul and process levee fill material. While processing we were made aware that we would be short of fill material. Grant funds were used to purchase the remaining fill material required for the levee. As of the end of March 108,000 cy of material had been screened and stockpiled and 35,000 cy hauled to the Qwuloolt site.

Construction of interior work elements by the Tribes continued in to October of 2012 and January of 2013. Work continued on channels - rerouting lower Allen, a tempoary haul road and perimeter planting.

An appeal by a neighboring landowner occurred in 2011 and has been ongoing. He has agreed to the Tribes purchasing an affected portion of his property. Closing is expected in May 2013. Tribal staff also completed an easement agreement with the City transferring easements to the Tribes for project construction. This agreement along with a supplemental agreement were verbally agreed to in March with approvals expected in April. These activities will complete property acquisition.

RECREATION AND CONSERVATION OFFICE

FORM A-19 State of Washington

IN CE VOUCHER

Agency Name
Recreation and Conservation Office P.O. Box 40917 Olympia, WA 98504-0917

RECEIVED
NOV 20 2012
RECREATION AND CONSERVATION OFFICE

Sponsor
Tulalip Tribe Dave Wilber 6406 Marine Dr Tulalip, WA 98271

Sponsor's Certificate. I hereby certify under penalty of perjury that the items and totals listed herein are proper charges for materials, merchandise or services furnished to the State of Washington, and that all goods furnished and/or services rendered have been provided without discrimination because of age, sex, marital status, race, creed, color, national origin, handicap, religion or Vietnam era or disabled veterans status.

BY Dave Wilber

Programs/ Budget Administrator 11-15-2012

(TITLE) (DATE)

Category 4: Backup documentation to be submitted upon request

To Be Completed By Sponsor

Project Number 09-1277 R
Project Name Qwuloolt Estuary Restoration - Constru

Billing # 3

Billing Period From: 1-1-2012 To: 9-30-12

This is a Final Billing? Yes [ ] No [X]

CATEGORIES:	Project Agreement	Previous Expenditures To Date: Expenditures	Non-Reimbursable Match	Total	Costs For This Billing: Expenditures	Non-Reimbursable Match	Total
				$0.00			
Construction	$797,316.71	$188,951.12	$0.00	$188,951.12	600,000.00	-0-	600,000.00
A&E	$159,463.34	$35,634.28	$3,762.68	$39,396.96	-0-	-0-	-0-
Development Total	$956,780.05	$224,585.40	$3,762.68	$228,348.08	600,000.00	-0-	600,000.00
	$956,780.05	$224,585.40	$3,762.68	$228,348.08	600,000.00	-0-	600,000.00

FUNDING & EXPENDITURE FORMULA
For RCO Use ONLY

Agreement Information			Previous RCO Reimbursements		
Sponsor:			Total Billed	$228,348.08	
RCO Federal:			Share Billed	$225,594.31	
RCO: ALEA	47.74139%	$456,780.05	**Share Approved**	$224,585.40	23.47%
RCO: PSAR	52.25861%	$500,000.00	Advance Balance	$0.00	
			Match Owed Balance	$0.00	
			Share Retained	$0.00	
			Share Paid	$224,585.40	23.47%
Agreement Total:	100.00000%	$956,780.05	Match Bank	$3,762.68	

Doc Date	Current Doc. No.	Ref Doc#	Vendor Number	Vendor Message
12.4.12	13183365	8261	SWV0012216-00	09-1277 R

Tran Code	Fund	Appn Index	Prog Index	Sub Obj/SubSub Obj	Project #	Amount	Billing #
210	057	103	98401	NZ	8261	457600.60	3
210	057	113	95000	NZ	8261	142399.40	3

Certification For Payment

Project Manager/Date: Elsa Butler 12/3/12 — Release Final Pmt [ ]

Division Supervisor/Date:

Accounting/Date: Sarah Baker 12.4.12

INTERIM BILLING CHECKLIST - PAGE 1

Invoice #4, Invoice Date: 11/21/2012
Billing Notes: 010112-093012

☐ PRIORITY PAYMENT
Backlog Date: 10/28/2013

Category 4: Backup documentation to be submitted upon request

PROJECT INFORMATION

Project #:	09-1277	**Contract Period:**	10/16/2009	**to**	6/30/2013
Project Type:	Restoration	**Primary Program:**	PSAR		
Sponsor:	Tulalip Tribe	**Pending Amendment:**	No		
Project Name:	Qwuloolt Estuary Restoration - Construction	**Admin Limit:**	5%		
PM Contact:	Kurt Nelson	**A&E Limit:**	20%		
Phone #:	(360) 716-4617	**Fiscal Year:**	2010		

FINANCIAL INFORMATION (includes data for this pending billing)

RCO Amt:	$956,780.05	100.00%	**Retainage Withheld:**	$0.00	10.00%
Match Amt:	$0.00	0.00%	**Advance Balance:**	$0.00	0.00%
			Match Bank Balance:	$3.762.68	
Proposed payment:	$600,000.00		**Match Owed Balance:**	$0.00	
Proposed to-date payment:	$824,585.40				
Other "In Process" Invoices:	$0.00				
Total RCO/SRFB paid to date:	$224,585.40	23.47%	**Total Cost Exceeded:**	No	
A&E Paid To Date:	$39,396.96	24.70%	**Admin Limit Exceeded:**	No	
Admin Paid To Date:	$0.00	0.00%	**A&E Limit Exceeded:**	No	

FISCAL STAFF

Review

- ✓ Required documents were received
- ✓ Verify costs are within contract period
- ✓ Verify math
- __ Update equipment inventory

Exceptions

- __ Missing documents (listed below)
- __ Back up documents do not match A-19
- __ Costs prior/after contract dates
- __ Hits _____% retainage mark
- __ Project closing short $_____
- __ Final Billing

PROJECT MANAGER (Elizabeth Butler)

Review

- ✓ Review eligible costs
- __ Update Billing milestones
- ✓ Update narrative — wait for Prog. Report
- __ Acquisition docs reviewed
- __ Batch edits reviewed
- __ Sign A-19

Final Billing

- __ Final Inspection
- __ Review as built plans/parcel maps, other plans
- __ Amend legal description/scope
- __ Work Sites updated
- __ Accept final report

Action(s) Needed

- ✓ Pay as calculated
- __ Fiscal update Billing Data
- ✓ Pay to 10 % or $_____ NASB
- __ Do not hold retainage
- __ Close short amendment
- __ Close project
- __ Leave active
- __ Delete Billing
- __ Delete and return to sponsor

Comments

Code as instructed? Yes, this is OK. (Let me know if previous reimbursements were coded to draw more of ALEA - that is the oldest $)

~~What are the fund balances for ALEA/PSAR, after payment is released?~~

Entered By:	SB	**Date:** 11/21/2012	**PM Initials:**	ECB	**Date:** 12/3/12

Doc Required: [.] **Doc Received:** [.]

INTERNAL BILLING CHECKLIST - PAGE 2

Project Number: 09-1277 **IAC Billing #:** 4

COMMENTS

Work Types

Worksite	Category	Work Type
#1, Qwuloolt	Architectural & Engineering	Architectural & Engineering (A&E)
#1, Qwuloolt	Cultural Resources	Cultural resources
#1, Qwuloolt	Estuarine / Nearshore Project	Channel modification
#1, Qwuloolt	Estuarine / Nearshore Project	Creation of new estuarine area
#1, Qwuloolt	Estuarine / Nearshore Project	Dike Or berm modification / removal
#1, Qwuloolt	Estuarine / Nearshore Project	Estuarine plant removal / control
#1, Qwuloolt	Estuarine / Nearshore Project	Estuarine/nearshore planting
#1, Qwuloolt	Estuarine / Nearshore Project	Fill placement
#1, Qwuloolt	General restoration activities	Implementation monitoring
#1, Qwuloolt	General restoration activities	Restoration fencing and gates
#1, Qwuloolt	General restoration activities	Restoration signs
#1, Qwuloolt	Permits	Obtain permits
#1, Qwuloolt	Riparian Habitat Project	Planting

SPECIAL CONDITIONS:

Project Number: 09-1277 **IAC Billing #:** 4

A. Sponsor Matching Fund Commitments: The $490,649.52 of ALEA-required sponsor match associated with Project No. 06-1604 is not added to this project agreement because it is exceeded and satisfied by the $500,000.00 PSAR program funding. The $90,000.00 PSAR required sponsor match associated with Project No. 09-1277 is removed from this project agreement because it is exceeded and satisfied by the $456,780.05 of ALEA program funding.

B. The 06-1604 agreement will be changed to "Closed Not Complete" and restoration work will be completed under this 09-1277 project agreement.

C. Before reimbursement of any restoration-related expenses, the sponsor must comply with Governor's Executive Order 05-05 regarding Archaeological and Cultural Resources for the scope of work approved in this Project Agreement. The Recreation and Conservation Office will issue a notice to proceed when appropriate documentation has been received. In the event that archaeological or historic materials are discovered during project activities, work in the immediate vicinity must stop; the area must be secured, and the Sponsor must notify the concerned tribe's cultural staff and cultural committee, the Recreation and Conservation Office, and Department of Archaeology and Historic Preservation.

D. In order to facilitate closing the 07-1624 Qwuloolt Design project agreement with submittal of 95% Draft Designs, the final design deliverables will be completed under this 09-1277 project agreement. As per SRFB Policy Manual 18b, Appendix E: Assessments and Designs - Standard Stages of Project Development Defined.

Final Project Design

The final design process should address and resolve all substantial issues that may have been raised in the permitting and stakeholder review process, so that all stakeholders agree on the final plans. As with the preliminary design work, preparation of the final design should be done under the supervision of a licensed professional engineer. Final Design tasks typically include the following:

1. Revision of preliminary design drawings
2. Preparation of additional detailed drawings as needed to clarify the design of specific work items
3. Preparation of technical specifications to fully describe each part of the work.
4. Preparation of a final construction cost estimate
5. Preparation of contract bidding documents and general contract conditions
6. Permits and cultural resource review.

Final Project Design would conclude with a comprehensive and detailed set of project drawings, technical specifications, and contract documents (if the project is to be advertised for contractor bidding). An "Engineer's Estimate" of construction cost should also be prepared by the designer, for comparison with estimates provided by general contractors (bids).

DEVELOPMENT/RESTORATION EXPENDITURE SUMMARY

Sponsor Name: Tulalip Tribes **IAC Project Number: 09-1277R**
Project Name: Qwuloolt Estuary Restoration Construction **IAC Invoice Voucher Number: 3**

Cost Information: *Itemize cash & force account expenditures below*

CONSTRUCTION

Date	Vendor/Employee	Description	Cash and Force Account Amount	Check #
9/7/2012	USACOE	Levee Construction Payment		360825
		in Advance		
		ALEA	$142,399.40	
		PSAR	$457,600.60	
		SUB TOTAL	$ 600,000.00	

A&E AND ADMINISTRATION

		SUB TOTAL	0.00	
		GRAND TOTAL	$ 600,000.00	

[* Benefits include medical, dental, pension, payroll taxes]

Invoice Date	Invoice Number	Description	Invoice Amount
09/07/2012	CENWS-PM-CP	PROJECT PARTNERSHIP AGREEMENT-LOCAL CONTRIBUTION PO# 12019870 GL-8113-50189-84120- $457,600.60 GL-8202-50141-84120- $142,399.40 GL-8206-50145-84120- $22,000.00	$622,000.00

Vendor No.	Vendor Name	Check No.	Check Date	Check Amount
2251	FAO, USAED, SEATTLE DISTR	00360825	09/07/2012	$622,000.00

GENERAL FUND
The Tulalip Tribes of Washington
6406 MARINE DRIVE
TULALIP, WA 98271

Check Date: 09/07/2012
Check Number: 00360825

$622,000.00

Pay Six Hundred Twenty Two Thousand Dollars and 00 cents ******

00360825

To The Order Of
FAO, USAED, SEATTLE DISTR
ATTN: PAT CAGNEY
PO BOX 3755
SEATTLE, WA 98124

FILE COPY

NON-NEGOTIABLE

DEVELOPMENT/RESTORATION CHECKLIST

Sponsor Name: Tulalip Tribes **IAC Project Number: 09-1277R**

Project Name: Qwuloolt Estuary Rest.-Construction **IAC Invoice Voucher Number #3**

√	Elements
√	A-19 Invoice Voucher
√	Development Expenditure Summary – Form IAC 207
☐	Development Non-Reimburseable Summary -- Form 208
☐	Donation Forms (if applicable): ☐ Donated Unskilled Labor Contributions – Form IAC 205a Donated Professional and Skilled Labor Contributions – Form IAC 205b ☐ Donated Equipment Contributions – Form IAC 205c ☐ Donated Materials/Stock/Vehicles Contributions – Form IAC 205d
☐	Construction Plans and Specifications (if not previously submitted)
☐	Development Final Report Form IAC 204 (if appropriate)
☐	Retain detailed construction, donation records and proof of payment

Progress Report

List work accomplished for billing period.

Restoration activities under this grant are for levee construction. Expenditures this reporting period are for an advance payment to the Corps in support of levee construction in 2012 and 2013.
The USACOE is a major partner and is tasked with completing designs and levee construction and breaching.

During this reporting period the USACOE completed project designs and awarded a contract in September.

Construction of interior work elements by the Tribes continued in 2012 and included berm and channel construction. Over 2000 feet of channel and 1500 feet of berm were constructed. Perimeter planting continued. A Tribal business was contracted to prepare and haul levee material. Local Shoreline and Grading permits were obtained. An appeal by a neighboring landowner occurred in 2011 and has been ongoing. We believe it will be settled in 2012.

During the reporting period Tribal staff also continued project coordination and management activities, using grant and and Tribal funds. RCO managed funds were not used for these purposes.

Tribal staff also completed an easement agreement with the City transferring easements to the Tribes for project construction. The final property purchase was also completed in September.
We continue to work on an Interlocal Agreements with the City of Marysville, which will include future maintenance responsibilities and the conveyance of trail easements to the City of Marysville.

THE TULALIP TRIBES

Board of Directors:

Mel Sheldon Jr., Chairman
Deborah Parker, Vice-Chairman
Chuck James, Treasurer
Glen Gobin, Secretary
Marlin Fryberg Jr., Board Member
Mark Hatch, Board Member
Don Hatch Jr., Board Member
Sheryl Fryberg, General Manager

NATURAL AND CULTURAL RESOURCE DEPARTMENT

6406 Marine Drive
Tulalip, WA 98271-9694
(360) 716-4480
FAX (360) 716-0642

The Tulalip Tribes are the successors in interest to the Snohomish, Snoqualmie, and Skykomish tribes and other tribes and band signatory to the Treaty of Point Elliott

November 15, 2012

Elizabeth Butler
Recreation and Conservation Office
PO Box 40917
Olympia WA 98504 -0917

RE: RCO Invoice Voucher Number: #3 (A-19 Invoice)
RCO Project Number: 09-1277R

Dear Elizabeth,

Enclosed is The Tulalip Tribes A-19 Invoice Voucher Number: No. 3 for the above referenced project for the period 1-1-2012 through 9-30-12 totaling $600,000.00.

Please call me at (360) 716-4631 or Kurt Nelson at (360) 716-4631 should you have any questions or need additional information. Thank you!

Sincerely,
THE TULALIP TRIBES

Dave Wilbur
The Tulalip Tribes
Natural Resources Department
Programs/ Budget Administrator
(360) 716-4631
dwilbur@tulaliptribes-nsn.gov

Enclosures

RECREATION AND CONSERVATION OFFIC

FORM A — State of Washington

INVOICE VOUCHER

Agency Name
Recreation and Conservation Office P.O. Box 40917 Olympia, WA 98504-0917

Sponsor
Tulalip Tribe Dave Wilber 6406 Marine Dr Tulalip, WA 98271

FILE COPY

Sponsor's Certificate. I hereby certify under penalty of perjury that the items and totals listed herein are proper charges for materials, merchandise or services furnished to the State of Washington, and that all goods furnished and/or services rendered have been provided without discrimination because of age, sex, marital status, race, creed, color, national origin, handicap, religion or Vietnam era or disabled veterans status.

BY _____

(TITLE) (DATE)

Category 4: Backup documentation to be submitted upon request

To Be Completed By Sponsor

Project Number / Project Name	Billing #	Billing Period From:	Billing Period To:	This is a Final Billing?
09-1277 R Qwuloolt Estuary Restoration - Constru	3			Yes [ ] No [ ]

CATEGORIES:	Project Agreement	Previous Expenditures To Date: Expenditures	Previous Expenditures To Date: Non-Reimbursable Match	Previous Expenditures To Date: Total	Costs For This Billing: Expenditures	Costs For This Billing: Non-Reimbursable Match	Costs For This Billing: Total
				$0.00			
Construction	$797,316.71	$188,951.12	$0.00	$188,951.12			
A&E	$159,463.34	$35,634.28	$3,762.68	$39,396.96			
Development Total	$956,780.05	$224,585.40	$3,762.68	$228,348.08			
	$956,780.05	$224,585.40	$3,762.68	$228,34			

FUNDING & EXPENDITURE F

For RCO Use ONLY

file copy only - nothing for sponsor

Agreement Information				
Sponsor:			Total Billed	
RCO Federal:			Share Billed	
RCO: ALEA	47.74139%	$456,780.05	**Share Appro**	7%
RCO: PSAR	52.25861%	$500,000.00	Advance Bal	
			Match Owed	
			Share Retain	
			Share Paid	%
Agreement Total:	100.00000%	$956,780.05	Match Bank	

Doc Date	Current Doc. No.		Ref Doc#		
9.11.12	13152821		8261	09-1277 R	

Tran Code	Fund	Appn Index	Prog Index	Sub Obj/SubSub Obj	Project #	Amount	Billing #
264 ~~210~~ 690	057	I03	98401	NZ	8261	108375 35	3
263 ~~210~~ ~~669~~	057	I13	95000	NZ	8261	108375.35	3

Certification For Payment

Project Manager/Date	Release Final Pmt [ ]	Division Supervisor/Date	Accounting/Date
			Sarah Belan 9.11.12

See e mail attached

adjust funds

Baker, Sarah (RCO)

From: Butler, Elizabeth (RCO)
Sent: Monday, September 10, 2012 8:58 AM
To: Baker, Sarah (RCO)
Subject: FW: Invoice 09-1277

Hey Sarah –

I realize I should've directed payment to the old ALEA funding on last weeks' payment on the Qwuloolt project. Can you adjust past reimbursements to apply to ALEA funding until that is completely drawn down? We're having to approve a time extension – and we'll have more flexibility stretching the PSAR funding through June 30, 2013.

Sorry about that,
Elizabeth

From: Butler, Elizabeth (RCO)
Sent: Monday, September 10, 2012 8:48 AM
To: 'Kurt Nelson'
Cc: Baker, Sarah (RCO)
Subject: RE: Invoice 09-1277

Thanks Kurt,

Thanks for resending the A-19 for the July invoice.

I approved payment last week – so you should be receiving the wire shortly (maybe today).

It's a mystery where that first original invoice landed. But the amount and the payment period are the same, so if it does show up later, we wouldn't pay it again.

This project has $456780.05 in ALEA funding from 08 – you've received $224,585.40. Is there a chance that you would have another $232,194.65 incurred by the end of the month so we can draw the ALEA down first? That would somewhat simplify the time extension, because the remaining PSAR funding is eligible through June 30, 2013.

Thanks Kurt,
Elizabeth

From: Kurt Nelson [mailto:knelson@tulaliptribes-nsn.gov]
Sent: Friday, September 07, 2012 4:04 PM
To: Butler, Elizabeth (RCO)
Subject: Invoice

Elizabeth,

I reviewed a hard copy of the Prism report, Josh should be making some changes to it. Dave also mailed a second signed copy of the A-19 to you late Wednesday. I was hopeful the first invoice would have turned up somewhere. If it could not be delivered it should have been sent back here, which we have not seen. I am wondering if it is sitting on some ones desk down there that is not familiar with the various departments like RCO/SRFB (part of address) acronym.

ProjectCoding

LOC #	Bien	Fund	Appn	Reapp	Orig	Orig	Designation	Designation	Tag	Pgm	Sub	PI	Sub	Status	Full	Payments	Remaining
3	11-13	057	I13	Reapp	09-11	I13				ALEA-ALEA	ALEA	95000	NZ	Current	$456,780.05	$101,920.24	$354,859.81
2	11-13	057	I03	Reapp	07-09	I03				PSAR-PSARP	PROJ	98401	NZ	Current	$500,000.00	$108,375.35	$377,334.84
1	09-11	057	I03	Reapp	07-09	I03				PSAR-PSARP	PROJ	98401	NZ	Closed	$500,000.00	$14,289.81	

RECREATION AND CONSERVATION OFFICE

FORM A-19 State of Washington

VOICE VOUCHER

Agency Name
Recreation and Conservation Office P.O. Box 40917 Olympia, WA 98504-0917

Sponsor
Tulalip Tribe Dave Wilber 6406 Marine Dr Tulalip, WA 98271

RECEIVED
SEP 06 2012
RECREATION AND CONSERVATION OFFICE

Sponsor's Certificate. I hereby certify under penalty of perjury that the items and totals listed herein are proper charges for materials, merchandise or services furnished to the State of Washington, and that all goods furnished and/or services rendered have been provided without discrimination because of age, sex, marital status, race, creed, color, national origin, handicap, religion or Vietnam era or disabled veterans status.

BY Dave Wilber
Programs / Budget Administrator
(TITLE) (DATE)

Category 4: Backup documentation to be submitted upon request 9-4-12

To Be Completed By Sponsor

Project Number 09-1277 R
Project Name Qwuloolt Estuary Restoration - Construc
Billing # 2
Billing Period From: 3-16-11 To: 12-31-11
This is a Final Billing? Yes [ ] No [X]

CATEGORIES:	Project Agreement	Previous Expenditures To Date: Expenditures	Non-Reimbursable Match	Total	Costs For This Billing: Expenditures	Non-Reimbursable Match	Total
				$0.00			
Construction	$797,316.71	$0.00	$0.00	$0.00	188,951.12	-0-	188,951.12
A&E	$159,463.34	$14,289.81	$3,762.68	$18,052.49	21,344.47	-0-	21,344.47
Development Total	$956,780.05	$14,289.81	$3,762.68	$18,052.49	210,295.59	-0-	210,295.59
	$956,780.05	$14,289.81	$3,762.68	$18,052.49	210,295.59	-0-	210,295.59

FUNDING & EXPENDITURE FORMULA
For RCO Use ONLY

Agreement Information			Previous RCO Reimbursements		
Sponsor:			Total Billed	$18,052.49	
RCO Federal:			Share Billed	$15,298.72	
RCO: ALEA	47.74139%	$456,780.05	**Share Approved**	$14,289.81	1.49%
RCO: PSAR	52.25861%	$500,000.00	Advance Balance	$0.00	
			Match Owed Balance	$0.00	
			Share Retained	$0.00	
			Share Paid	$14,289.81	1.49%
Agreement Total:	100.00000%	$956,780.05	Match Bank	$1,190.51	

Doc Date	Current Doc. No.		Ref Doc#	Vendor Number	Vendor Message	
9.7.12	13152796		8261	SWV0012216-00	09-1277 R	
Tran Code	**Fund**	**Appn Index**	**Prog Index**	**Sub Obj/SubSub Obj**	**Project #**	**Amount**	**Billing #**
210	057	103	98401	NZ	8261	108,375.35	2
210	057	113	95000	NZ	8261	101,920.24	2

Certification For Payment

Project Manager/Date: 9/6/12
Release Final Pmt [ ]
Division Supervisor/Date
Accounting/Date: Sarah Baker 9.7.12

INTERNAL BILLING CHECKLIST - PAGE 1

Invoice #2, Invoice Date: 8/23/2012
Billing Notes: 031611-123111

☐ PRIORITY PAYMENT
Backlog Date: 01/28/2013

Category 4: Backup documentation to be submitted upon request

PROJECT INFORMATION

Project #:	09-1277	**Contract Period:**	10/16/2009	to	9/30/2012
Project Type:	Restoration	**Primary Program:**	PSAR		
Sponsor:	Tulalip Tribe	**Pending Amendment:**	No		
Project Name:	Qwuloolt Estuary Restoration - Construction	**Admin Limit:**	5%		
PM Contact:	Kurt Nelson	**A&E Limit:**	20%		
Phone #:	(360) 716-4617	**Fiscal Year:**	2010		

FINANCIAL INFORMATION (includes data for this pending billing)

RCO Amt:	$956,780.05	100.00%	**Retainage Withheld:**	$0.00	10.00%
Match Amt:	$0.00	0.00%	**Advance Balance:**	$0.00	0.00%
			Match Bank Balance:	$3.762.68	
Proposed payment:	$210,295.59		**Match Owed Balance:**	$0.00	
Proposed to-date payment:	$224,585.40				
Other "In Process" Invoices:	$0.00				
Total RCO/SRFB paid to date:	$14,289.81	1.49%	**Total Cost Exceeded:**	No	
A&E Paid To Date:	$39,396.96	24.70%	**Admin Limit Exceeded:**	No	
Admin Paid To Date:	$0.00	0.00%	**A&E Limit Exceeded:**	No	

FISCAL STAFF

Review

- __ Required documents were received ✓
- ✓ Verify costs are within contract period
- ✓ Verify math
- __ Update equipment inventory

Exceptions

- __ Missing documents (listed below)
- __ Back up documents do not match A-19
- __ Costs prior/after contract dates
- __ Hits _____% retainage mark
- __ Project closing short $_____
- __ Final Billing

PROJECT MANAGER (Elizabeth Butler)

Review

- ✓ Review eligible costs
- ✓ Update Billing milestones
- ✓ Update narrative
- __ Acquisition docs reviewed
- __ Batch edits reviewed
- ✓ Sign A-19

Final Billing

- __ Final Inspection
- __ Review as built plans/parcel maps, other plans
- __ Amend legal description/scope
- __ Work Sites updated
- __ Accept final report

Action(s) Needed

- ✓ Pay as calculated
- __ Fiscal update Billing Data
- __ Pay to _____% or $_____
- __ Do not hold retainage
- __ Close short amendment
- __ Close project
- __ Leave active
- __ Delete Billing
- __ Delete and return to sponsor

Comments

Need original A19

Entered By: SB **Date:** 08/23/2012 **PM Initials:** ecb **Date:** 9/6/12

Doc Required: [.] **Doc Received:** [.]

INTERNAL BILLING CHECKLIST - PAGE 2

Project Number: 09-1277 **IAC Billing #:** 2

COMMENTS

Work Types

Worksite	Category	Work Type
#1, Qwuloolt	Architectural & Engineering	Architectural & Engineering (A&E)
#1, Qwuloolt	Cultural Resources	Cultural resources
#1, Qwuloolt	Estuarine / Nearshore Project	Channel modification
#1, Qwuloolt	Estuarine / Nearshore Project	Creation of new estuarine area
#1, Qwuloolt	Estuarine / Nearshore Project	Dike Or berm modification / removal
#1, Qwuloolt	Estuarine / Nearshore Project	Estuarine plant removal / control
#1, Qwuloolt	Estuarine / Nearshore Project	Estuarine/nearshore planting
#1, Qwuloolt	Estuarine / Nearshore Project	Fill placement
#1, Qwuloolt	General restoration activities	Implementation monitoring
#1, Qwuloolt	General restoration activities	Restoration fencing and gates
#1, Qwuloolt	General restoration activities	Restoration signs
#1, Qwuloolt	Permits	Obtain permits
#1, Qwuloolt	Riparian Habitat Project	Planting

SPECIAL CONDITIONS:

INTERIM BILLING CHECKLIST - PAGE 2

Project Number: 09-1277 **IAC Billing #:** 2

A. Sponsor Matching Fund Commitments: The $490,649.52 of ALEA-required sponsor match associated with Project No. 06-1604 is not added to this project agreement because it is exceeded and satisfied by the $500,000.00 PSAR program funding. The $90,000.00 PSAR required sponsor match associated with Project No. 09-1277 is removed from this project agreement because it is exceeded and satisfied by the $456,780.05 of ALEA program funding.

B. The 06-1604 agreement will be changed to "Closed Not Complete" and restoration work will be completed under this 09-1277 project agreement.

C. Before reimbursement of any restoration-related expenses, the sponsor must comply with Governor's Executive Order 05-05 regarding Archaeological and Cultural Resources for the scope of work approved in this Project Agreement. The Recreation and Conservation Office will issue a notice to proceed when appropriate documentation has been received. In the event that archaeological or historic materials are discovered during project activities, work in the immediate vicinity must stop; the area must be secured, and the Sponsor must notify the concerned tribe's cultural staff and cultural committee, the Recreation and Conservation Office, and Department of Archaeology and Historic Preservation.

D. In order to facilitate closing the 07-1624 Qwuloolt Design project agreement with submittal of 95% Draft Designs, the final design deliverables will be completed under this 09-1277 project agreement. As per SRFB Policy Manual 18b, Appendix E: Assessments and Designs - Standard Stages of Project Development Defined.

Final Project Design

The final design process should address and resolve all substantial issues that may have been raised in the permitting and stakeholder review process, so that all stakeholders agree on the final plans. As with the preliminary design work, preparation of the final design should be done under the supervision of a licensed professional engineer. Final Design tasks typically include the following:

1. Revision of preliminary design drawings
2. Preparation of additional detailed drawings as needed to clarify the design of specific work items
3. Preparation of technical specifications to fully describe each part of the work.
4. Preparation of a final construction cost estimate
5. Preparation of contract bidding documents and general contract conditions
6. Permits and cultural resource review.

Final Project Design would conclude with a comprehensive and detailed set of project drawings, technical specifications, and contract documents (if the project is to be advertised for contractor bidding). An "Engineer's Estimate" of construction cost should also be prepared by the designer, for comparison with estimates provided by general contractors (bids).

DEVELOPMENT/RESTORATION EXPENDITURE SUMMARY

Sponsor Name: Tulalip Tribes **IAC Project Number: 09-1277R**
Project Name: Qwuloolt Estuary Restoration Construction **IAC Invoice Voucher Number: 2**

Cost Information: *Itemize cash & force account expenditures below*

CONSTRUCTION

Date	Vendor/Employee	Description	Cash and Force Account Amount	Check #
12/22/2011	USACOE	Levee Construction Payment	$182,186.00	344349
		in Advance		
2/9/2012	Reece Trucking	Material Staging	$6,765.12	347074
		[For 2011 Services]		
		SUB TOTAL	$ 188,951.12	

A&E AND ADMINISTRATION

3/2-12/31/2011	Joshua Meidav	Salary - Project Man.	$2,837.28	payroll
3/2-12/31/2011	Joshua Meidav	Benefits - Project Man.	$764.69	payroll
7/28/2011	ESA	Design/Engineering Support	$9,910.00	334777
2/9/2011	ESA	Design/Engineering Support	$7,832.50	347029
		SUB TOTAL	21,344.47	
		GRAND TOTAL	$ 210,295.59	

[* Benefits include medical, dental, pension, payroll taxes]

DEVELOPMENT/RESTORATION CHECKLIST

Sponsor Name: Tulalip Tribes **IAC Project Number: 09-1277R**

Project Name: Qwuloolt Estuary Rest.-Construction **IAC Invoice Voucher Number #1**

√	Elements
√	A-19 Invoice Voucher
√	Development Expenditure Summary – Form IAC 207
☐	Development Non-Reimburseable Summary -- Form 208
☐	Donation Forms (if applicable): ☐ Donated Unskilled Labor Contributions – Form IAC 205a Donated Professional and Skilled Labor Contributions – Form IAC 205b ☐ Donated Equipment Contributions – Form IAC 205c ☐ Donated Materials/Stock/Vehicles Contributions – Form IAC 205d
☐	Construction Plans and Specifications (if not previously submitted)
☐	Development Final Report Form IAC 204 (if appropriate)
☐	Retain detailed construction, donation records and proof of payment

Progress Report

List work accomplished for billing period.

Restoration activities under this grant are for levee construction. Expenditures this reporting period are for an advance payment to the Corps in support of levee construciton in 2012. The USACOE is a major partner and is tasked with completing designs and levee construction and breaching.

During this reporting period the USACOE approved the NEPA/EA decision document and obtained the FONSI in April. The USACOE also signed a project partnership agreement in November and began work on the final designs, the 65% design stage was completed in April.

Construction of interior work elements continued in 2011 (e.g. perimeter planting, berm and channel construction, and site preparation). Four hundred feet of channel and three hundred feet of berm were constructed. Local Shoreline permits were obtained but were appealed by a neighboring landowner. We continue to work our way through the appeal process. We are hopeful issues will be resolved the summer of 2012.

During the reporting period Tribal staff also continued project coordination and management activities, using grant and and Tribal funds. RCO managed funds were not used for project coordination

Tribal staff completed three remaining conservation easements with private landowners, and continued to work on an Interlocal Agreements with the City of Marysville.

RECEIVED
SEP 06 2012
RECREATION AND CONSERVATION OFFICE

THE TULALIP TRIBES

Board of Directors:

Mel Sheldon Jr., Chairman
Deborah Parker, Vice-Chairman
Chuck James, Treasurer
Glen Gobin, Secretary
Marlin Fryberg Jr., Board Member
Mark Hatch, Board Member
Don Hatch Jr., Board Member
Sheryl Fryberg, General Manager

NATURAL AND CULTURAL RESOURCE DEPARTMENT

6406 Marine Drive
Tulalip, WA 98271-9694
(360) 716-4480
FAX (360) 716-0642

The Tulalip Tribes are the successors in interest to the Snohomish, Snoqualmie, and Skykomish tribes and other tribes and band signatory to the Treaty of Point Elliott

September 4, 2012

RECEIVED
SEP 06 2012
RECREATION AND CONSERVATION OFFICE

Elizabeth Butler, Project Manager
RCO/ Salmon Recovery funding Board
PO Box 40917
Olympia, WA 98504-0917

RE: Billing No. 2 for Project No. 09-1277R
Qwuloolt Estuary Restoration - Construction

Dear Elizabeth

Enclosed is the A-19 Invoice Voucher for the Qwuloolt Estuary Restoration – Construction Project for the period ending 12-31-2011 totaling $210,295.59. Also enclosed are the Expenditure Summary and the Development/ Restoration Checklist. This is to replace the other Invoice dated July 17, 2012 for the same period that you did not receive.

If you should have any questions, please contact me at 360 716-4631 or Kurt Nelson at 360 716-4617. Thank you.

Sincerely,
THE TULALIP TRIPES

Dave Wilbur
Natural Resources Department
Programs/ Budget Administrator

Encl/

Agency Name
Recreation and Conservation Office P.O. Box 40917 Olympia, WA 98504-0917

Sponsor
Tulalip Tribe Dave Wilber 7515 Totem Beach Rd Marysville, WA 98271

INVOICE VOUCHER

Sponsor's Certificate. I hereby certify under penalty of perjury that the items and totals listed herein are proper charges for materials, merchandise or services furnished to the State of Washington, and that all goods furnished and/or services rendered have been provided without discrimination because of age, sex, marital status, race, creed, color, national origin, handicap, religion or Vietnam era or disabled veterans status.

BY Dave Wilber

Programs/Budget Administrator 3-15-11

(TITLE) (DATE)

To Be Completed By Sponsor

Project Number 09-1277 R
Project Name Qwuloolt Estuary Restoration - Constru

Invoice # 1

Billing Period From: 3-18-10 To: 3-15-11

This is a Final Billing? Yes [ ] No [X]

CATEGORIES:	Project Agreement	Previous Expenditures To Date: Expenditures	Non-Reimbursable Match	Total	Costs For This Billing: Expenditures	Non-Reimbursable Match	Total
				$0.00			
Construction	$535,000.00			$0.00	-0-	-0-	-0-
A&E	$55,000.00			$0.00	14,289.81	3,762.68	18,052.49
Development Total	$590,000.00			$0.00	14,289.81	3,762.68	18,052.49
	$590,000.00			$0.00	14,289.81	3,762.68	18,052.49

FUNDING & EXPENDITURE FORMULA
For RCO Use ONLY

Agreement Information			Previous RCO Reimbursements	
Sponsor:	15.25424%	$90,000.00	Total Billed	
RCO Federal:			Share Billed	
RCO: PSAR	84.74576%	$500,000.00	**Share Approved**	
			Advance Balance	
			Match Owed Balance	
			Share Retained	
			Share Paid	
Agreement Total:	100.00000%	$590,000.00	Match Bank	

Doc Date	Current Doc. No.		Ref Doc#	Vendor Number	Vendor Message	
4-14-11	1121452 1			000000T750-00	09-1277 R	
Tran Code	**Fund**	**Appn Index**	**Prog Index**	**Sub Obj/SubSub Obj**	**Project #**	**Amount**	**Invoice #**
210	057	103	98401	NZ	8261	14289.81	1

Certification For Payment

Kay Caul 4/13/11
Project Manager/Date

Release Final Pmt [ ]

Division Supervisor/Date

Saren Baker 4/14/11
Accounting/Date

RECEIVED
MAR 18 2011
RECREATION AND CONSERVATION OFFICE

INTERNAL BILLING CHECKLIST - PAGE 1
Invoic 1, Invoice Date: 3/18/2011
Billing Notes: 031810-031511

❑ PRIORITY PAYMENT
Backlog Date: 04/30/2012

Category 2: Expanded documentation required - April and August

PROJECT INFORMATION

Project #:	09-1277		**Contract Period:**	10/16/2009	**to** 1/1/2012
Project Type:	Restoration		**Primary Program:**	PSAR	
Sponsor:	Tulalip Tribe		**Pending Amendment:**	No	
Project Name:	Qwuloolt Estuary Restoration - Construction		**Admin Limit:**	5%	
PM Contact:	Kurt Nelson		**A&E Limit:**	10%	
Phone #:	(360) 716-4617		**Fiscal Year:**	2010	

FINANCIAL INFORMATION (includes data for this pending billing)

RCO Amt:	$500,000.00	84.75%	**Retainage Withheld:**	$0.00	10.00%
Match Amt:	$90,000.00	15.25%	**Advance Balance:**	$0.00	0.00%
			Match Bank Balance:	$1.190.51	
Proposed payment:	$14,289.81		**Match Owed Balance:**	$0.00	
Proposed to-date payment:	$14,289.81				
Other "In Process" Invoices:	$0.00				
Total RCO/SRFB paid to date:	$0.00	0.00%	**Total Cost Exceeded:**	No	
A&E Paid To Date:	$18,052.49	32.82%	**Admin Limit Exceeded:**	No	
Admin Paid To Date:	$0.00	0.00%	**A&E Limit Exceeded:**	No	

LOC:

FISCAL STAFF

Review

- ✓ Required documents were received
- ✓ Verify costs are within contract period
- ✓ Verify math
- __ Update equipment inventory

Exceptions

- __ Missing documents (listed below)
- __ Questionable costs noted
- __ Back up documents do not match A-19
- __ Costs prior/after contract dates
- __ A&E / Admin over limit
- __ Hits _____% retainage mark
- __ Project closing short
- __ Final Billing

PROJECT MANAGER (Kay Caromile)

Review

- ✓ Review eligible costs
- ✓ Review project status report
- ✓ Update milestones
- __ Update narrative
- __ Salmon landowner agreement
- ✓ Sign A-19

Final Billing

- __ Final Inspection
- __ Review final report and plan
- __ Review and input measurements
- __ Review as built plans/parcel maps
- __ Amend legal description/scope
- __ Work Sites updated

Action

- ✓ Pay as calculated
- __ Fiscal update #'s in PRISM & pay
- __ Pay $_____
- __ Pay up to ____% and hold retainage
- __ Pay 100% of project; leave Active status
- __ Pay 100% of project; close
- __ Pay & close project short
- __ Delete billing
- __ Return billing to sponsor & delete billing

Comments

Need payment numbers

Comments

- left message 4/4/11
spoke to him 4/13/11

Entered By: [illegible] **Date:** 03/18/2011

PM Initials: Kay **Date:** 4/13/11

Doc Required: . **Doc Received:** .

INTERNAL BILLING CHECKLIST - PAGE 2

Project Number: 09-1277	IAC Billing #: 1

COMMENTS

Work Types

Worksite	Category	Work Type
#1, Qwuloolt	Architectural & Engineering	Architectural & Engineering (A&E)
#1, Qwuloolt	Estuarine / Nearshore Project	Creation of new estuarine area
#1, Qwuloolt	Estuarine / Nearshore Project	Dike Or berm modification / removal
#1, Qwuloolt	Estuarine / Nearshore Project	Estuarine plant removal / control

SPECIAL CONDITIONS:

1. Before reimbursement of any restoration-related expenses, the sponsor must comply with Governor's Executive Order 05-05 regarding Archeological and Cultural Resources for the scope of work approved in this Project Agreement. The Recreation and Conservation Office will issue a notice to proceed when appropriate documentation has been received.

   In the event that archaeological or historic materials are discovered during project activities, work in the immediate vicinity must stop; the area must be secured, and the Sponsor must notify the concerned tribe's cultural staff and cultural committee, the Recreation and Conservation Office, and Department of Archaeology and Historic Preservation.

DEVELOPMENT/RESTORATION EXPENDITURE SUMMARY

Sponsor Name: Tulalip Tribes **IAC Project Number: 09-1277R**
Project Name: Qwuloolt Estuary Restoration Construction **IAC Invoice Voucher Number: 1**

Cost Information: *Itemize cash & force account expenditures below*

CONSTRUCTION

Date	Vendor/Employee	Description	Cash and Force Account Amount	Check #
		SUB TOTAL	$ -	

A&E AND ADMINISTRATION

1/1-3/1/2011	Maria Calvi	Salary - Project Man.	$3,402.48	payroll
1/1-3/1/2011	Maria Calvi	Benefits* - Project Man.	$831.33	payroll
2/10/2011	ESA/Adolfson	Design signage/plan elements	$3,056.00	32218 6
3/15/2011	USACOE	Flooding No Rise Analysis	$7,000.00	32629 7
		SUB TOTAL	14,289.81	
		GRAND TOTAL	$ 14,289.81	

[* Benefits include medical, dental, pension, payroll taxes]

DEVELOPMENT/RESTORATION NON-REIMBURSEABLE SUMMARY

Sponsor Name: Tulalip Tribes | **IAC Project Number: 09-1277R**
Project Name: Qwuloolt Estuary Restoration Construction | **IAC Invoice Voucher Number: #1**

Cost Information: *Itemize cash & force account expenditures below*

CONSTRUCTION

Date	Vendor/Employee	Description	Cash and Force Account Amount	Check #
		SUB TOTAL	$ -	

A&E AND ADMINISTRATION

Jan-March 2011	Kurt Nelson	Salary - Project Man. 2011 - (638)	$ 3,097.88	payroll
Jan-March 2011	Kurt Nelson	Fringe (638)	$ 664.80	benefits**
		SUB TOTAL	$ 3,762.68	

DONATION TOTALS*	Construction	A & E	Total Donations
Donated Unskilled Labor Contributions (Form IAC 205a)			0
Donated Professional & Skilled Labor Contributions (Form IAC 205b)			0
Donated Equipment Contributions (Form IAC 205c)			0
Donated Materials/Stock/Vehicle Contributions (Form IAC 205d)			0
		SUB TOTAL DONATIONS	$ -
		GRAND TOTAL	$ 3,762.68

***Detailed donation information should be documented on Form IAC 205a, b, c, d and e.**

** Benefits include; medical, dental, pension, and payroll taxes.

Caromile, Kay (RCO)

From: Kurt Nelson [knelson@tulaliptribes-nsn.gov]
Sent: Wednesday, April 13, 2011 3:56 PM
To: Caromile, Kay (RCO)
Subject: RE: Check Number

That check number should be 322186.

Kurt

From: Caromile, Kay (RCO) [mailto:Kay.Caromile@rco.wa.gov]
Sent: Wednesday, April 13, 2011 3:49 PM
To: Kurt Nelson
Subject: RE: Check Number

I also need the ESA Adolfson check number.

Kay Caromile, SRFB Grant Manager
Ph (360) 902-2639
Fax (360) 902-3026
kay.caromile@rco.wa.gov

From: Kurt Nelson [mailto:knelson@tulaliptribes-nsn.gov]
Sent: Wednesday, April 13, 2011 3:33 PM
To: Caromile, Kay (RCO)
Subject: Check Number

Kay,

Was it only that USACOE check number you are missing? The check number is 326297.

Kurt

DEVELOPMENT/RESTORATION CHECKLIST

Sponsor Name: Tulalip Tribes **IAC Project Number: 09-1277R**

Project Name: Qwuloolt Estuary Rest.-Construction **IAC Invoice Voucher Number #1**

√	**Elements**
√	A-19 Invoice Voucher
√	Development Expenditure Summary – Form IAC 207
√	Development Non-Reimburseable Summary -- Form 208
☐	Donation Forms (if applicable): ☐ Donated Unskilled Labor Contributions – Form IAC 205a **Donated Professional and Skilled Labor Contributions – Form IAC 205b** ☐ Donated Equipment Contributions – Form IAC 205c ☐ Donated Materials/Stock/Vehicles Contributions – Form IAC 205d
☐	Construction Plans and Specifications (if not previously submitted)
☐	Development Final Report Form IAC 204 (if appropriate)
☐	Retain detailed construction, donation records and proof of payment

Progress Report

List work accomplished for billing period.

Restoration activities under this grant are for A&E and construction including permits, mobilization and demobilization, soil transport and preparation, dike removal and construction. A significant portion of these funds are to be paired with funding from the USACOE - a major partner.

During this reporting period delays at the USACOE completing the NEPA/EA caused delays completing project milestones. However the USACOE approved the NEPA/EA decision document in February of 2011 and expect a FONSI shortly. This will allow final design and construction to continue according to the new schedule.

Construction of some interior work elements continued in 2010 (e.g. ditch filling, tidal channels and berms). Under the construction contract that covered 2009 and 2010, 6122 feet if tidal channel was constructed and 4725 feet of drainage ditch filled. Local permits for the overall project were also submitted in 2010 and are under review by the City, they include Shoreline, Grading and Clearing permits, a SEPA Checklist, and a JARPA.

During the reporting period Tribal staff also continued project coordination and management activities, using PSAR funds and Tribal funds. PSAR Funds were used for project coordination, a FEMA flood analysis, project sign design, and stormwater outfall designs.

Tribal staff also continues to wrap up three remaining conservation easements